

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, April 24, 2025

11:00 a.m. – Watermaster Board Meeting

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**
11:00 a.m. – April 24, 2025
Mr. Jim Curatalo, Chair
Mr. Jeff Pierson, Vice-Chair
Mr. Bob Bowcock, Secretary/Treasurer
At The Offices Of
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

AGENDA – ADDITIONS/REORDER

SAFETY MINUTE

I. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve as presented:

Minutes of the Watermaster Board Meeting held March 27, 2025 (*Page 1*)

B. FINANCIAL REPORTS

Receive and file as presented:

Monthly Financial Report for the Period Ended February 28, 2025 (*Page 8*)

C. CONSIDERATION OF INFORMATION TECHNOLOGY SERVICES CONTRACT RENEWAL WITH VC3 (*Page 24*)

Approve contract with VC3 as presented and authorize the General Manager to sign the contract.

II. BUSINESS ITEMS

A. 2025 UPDATE TO THE 2022 CHINO BASIN WATERMASTER RULES AND REGULATIONS (*Page 36*)

Approve the 2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations.

B. SELECTION PROCESS OF CONSULTANT FOR PEER REVIEW OF THE CHINO VALLEY MODEL RESULTS FOR THE 2025 SAFE YIELD REEVALUATION ANALYSIS (*Page 178*)

Support the Advisory Committee's recommendation.

C. REVISED SUSTAINABLE GROUNDWATER MANAGEMENT ACT (REPORTING FOR WATER YEAR 2024 (*Page 181*))

Ratify the revised SGMA Report for Water Year 2024.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. April 4, 2025, Court Hearing (Watermaster Motion for Receipt and Filing of the 47th Annual Report)
2. June 6, 2025, Court Hearing (Appropriative Pool Motion for Costs and Fees; Watermaster Motion for Receipt and Filing of Semi-Annual OBMP Status Report 2024-2; IEUA Motion for Costs and Fees)
3. Court of Appeal Consolidated Cases No. E080457 and E082127 (City of Ontario appeal re: Fiscal Year 2021-22 and 2022-23 Assessment Packages)
4. Inland Empire Utilities Agency, et al v. LS-Fontana LLC (San Bernardino Superior Court Case No. CIVRS2501381); Inland Empire Utilities Agency et al v. LS-Fontana LLC (C.D. Cal Case No.: 5:25-cv-00809)

B. ENGINEER

1. 2025/26 GLMC Recommended Scope and Budget
2. 2025/26 PBHSC Recommended Scope and Budget
3. 2025 Safe Yield Reevaluation

C. GENERAL MANAGER

1. Revised SGMA Report for Water Year 2024
2. Emergency Mutual Aid Agreements
3. RMPU Project 23a Requested Status Report
4. Fiscal Year 2025/26 Budget Workshop #1
5. Other

IV. INFORMATION

A. CHINO AIRPORT AND SOUTH ARCHIBALD PLUMES SEMI-ANNUAL STATUS REPORTS

(Page 189, Page 198)

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 2.6, of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION: a) Chino Basin Municipal Water District v. City of Ontario et al., 4th District Court of Appeal Case No. E080457 and E082127

VIII. FUTURE MEETINGS AT WATERMASTER

04/24/25	Thu	9:30 a.m.	Watermaster Orientation*
04/24/25	Thu	11:00 a.m.	Watermaster Board
04/29/25	Tue	1:30 p.m.	Fiscal Year 2025/26 Budget Workshop 2
05/08/25	Thu	9:00 a.m.	Appropriative Pool Committee
05/08/25	Thu	11:00 a.m.	Non-Agricultural Pool Committee
05/08/25	Thu	1:30 p.m.	Agricultural Pool Committee
05/14/25	Wed	2:00 p.m.	Prado Basin Habitat Sustainability Committee (PBHSC)
05/15/25	Thu	9:00 a.m.	Advisory Committee
05/22/25	Thu	9:30 a.m.	Watermaster Orientation*
05/22/25	Thu	11:00 a.m.	Watermaster Board
05/27/25	Tue	9:00 a.m.	Groundwater Recharge Coordinating Committee (Held at CBWCD Office)

* The Watermaster Orientation series are held in person only with no remote access.

ADJOURNMENT

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

March 27, 2025

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA, and via Zoom (conference call and web meeting) on March 27, 2025.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

James Curatalo, Chair	Cucamonga Valley Water District
Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Bob Bowcock, Secretary/Treasurer	Non-Agricultural Pool – CalMat Co.
Steve Elie	Inland Empire Utilities Agency
Mike Gardner	Western Municipal Water District
Bob Kuhn	Three Valleys Municipal Water District
Lewis Callahan for Jimmy Medrano	Agricultural Pool – State of CA
Bill Velto	City of Upland
Marty Zvirbulis	Fontana Water Company

WATERMASTER BOARD MEMBER(S) ABSENT

Jimmy Medrano	Agricultural Pool – State of CA
---------------	---------------------------------

WATERMASTER STAFF PRESENT

Todd Corbin	General Manager
Anna Nelson	Director of Administration
Justin Nakano	Water Resources Technical Manager
Frank Yoo	Data Services and Judgment Reporting Manager
Daniela Uriarte	Senior Accountant
Alonso Jurado	Water Resources Associate
Kirk Richard Dolar	Administrative Analyst
Jordan Garcia	Senior Field Operations Specialist
Erik Vides	Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	West Yost
Garrett Rapp	West Yost

OTHERS PRESENT AT WATERMASTER

Bob Feenstra	Agricultural Pool – Dairy
Lewis Callahan	Agricultural Pool – State of CA
Tariq Awan	Agricultural Pool – State of CA
Kati Parker	Chino Basin Water Conservation District
Kevin Sage	Blue Triton Brands, Inc.
Kevin Sage	CalMat Co.
Ben Orosco	City of Chino
Curtis Burton	City of Chino
Hye Jin Lee	City of Chino
Nicole deMoet	City of Upland
Amanda Coker	Cucamonga Valley Water District
Jimmie Moffatt	Cucamonga Valley Water District
Chris Diggs	City of Pomona
Melissa Cansino	City of Pomona
Eduardo Espinoza	Cucamonga Valley Water District

Tara Bravo
Cris Fealy
Bryan Smith
Jesse Pompa
Aimee Zhao
Eddie Lin
John Russ
Chris Robles

CV Strategies
Fontana Water Company
Jurupa Community Services District
Jurupa Community Services District
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Resident of City of Ontario "Fair Ontario"

OTHERS PRESENT ON ZOOM

Gino Filippi
Noah Golden-Krasner
Ruby Favela Quintero
Alexis Mascarinas
Norberto Ferreira
Jiwon Seung
Mark Gibboney
Rob Hills
Megan Sims
Ben Lewis
Kevin Alexander
William McDonnell
Clifford Button
Michelle Licea
David De Jesus
Matt Litchfield
Laura Roughton
Mallory O'Connor
Richard Rees
Mike Maestas

Agricultural Pool – Crops
Agricultural Pool – State of CA
Chino Basin Watermaster Executive Assistant
City of Ontario
City of Upland
Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Fontana Water Company
Golden State Water Company
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Jurupa Community Services District
Monte Vista Water District
Three Valleys Municipal Water District
Three Valleys Municipal Water District
Western Municipal Water District
Western Municipal Water District
WSP USA

CALL TO ORDER

Chair Curatalo called the Watermaster Board meeting to order at 11:00 a.m.

FLAG SALUTE

(00:00:10) Chair Curatalo led the Board in the flag salute.

ROLL CALL

(00:00:43) Ms. Nelson conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

(00:01:44) Mr. Feenstra expressed concerns over attorney meetings that have been convened recently without notification to the parties, particularly to the Agricultural Pool. A discussion ensued.

(00:12:23) Mr. Chris Robles introduced himself as a resident of the City of Ontario, and an engaged community member. He also mentioned his non-profit organization, Fair Ontario.

AGENDA – ADDITIONS/REORDER

None

SAFETY MINUTE

(00:14:15) Mr. Corbin announced that daylight savings time is a good reminder for all to check batteries in smoke detectors and carbon monoxide detectors.

I. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

A. MINUTES

Approve as presented:

Minutes of the Watermaster Board Meeting held February 27, 2025

B. FINANCIAL REPORTS

Receive and file as presented:

Monthly Financial Report for the Reporting Period Ended January 31, 2025

C. OBMP SEMI-ANNUAL STATUS REPORT 2024-2

Adopt the Semi-Annual OBMP Status Report 2024-2, and direct staff to file a copy with the Court, subject to any necessary non-substantive changes.

D. SGMA REPORTING FOR WATER YEAR 2024

Approve and direct staff to file the information/reports with the state Department of Water Resources.

(00:15:01)

Motion by Mr. Steve Elie, seconded by Mr. Bill Velto, there being no dissent, the item passed unanimously.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. FIRST AMENDMENT TO TASK ORDER NO. 7 UPPER SANTA ANA RIVER WATERSHED HABITAT CONSERVATION PLAN UNDER THE MASTER AGREEMENT REGARDING THE MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS BETWEEN INLAND EMPIRE UTILITIES AGENCY AND THE CHINO BASIN WATERMASTER

Approve the First Amendment to Task Order No. 7 and conclude the associated obligations.

(00:15:34) Mr. Corbin gave a report. A discussion ensued.

(00:16:38)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Steve Elie, there being no dissent, the item passed unanimously by roll call vote as attached to these minutes.

Moved to approve Business Item II.A. as presented.

B. SECOND AMENDMENT TO TASK ORDER NO. 2 LOWER DAY BASIN RMPU IMPROVEMENT PROJECT UNDER THE MASTER AGREEMENT REGARDING THE MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS BETWEEN THE INLAND EMPIRE UTILITIES AGENCY AND THE CHINO BASIN WATERMASTER

Approve the amended Task Order No. 2 and conclude the associated obligations.

(00:17:47) Mr. Corbin gave a report.

(00:18:20)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Mike Gardner, there being no dissent, the item passed unanimously by roll call vote as attached to these minutes.

Moved to approve Business Item II.B. as presented.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. April 4, 2025, Court Hearing (Appropriative Pool Motion for Costs and Fees; Watermaster Motion for Receipt and Filing of the 47th Annual Report; IEUA Motion for Costs and Fees)
2. Court of Appeal Consolidated Cases No. E080457 and E082127 (City of Ontario appeal re: Fiscal Year 2021-22 and 2022-23 Assessment Packages)
3. Inland Empire Utilities Agency, and Chino Basin Watermaster v. LS-Fontana LLC (San Bernardino Superior Court)

(00:19:20) Mr. Slater gave a report. A discussion ensued.

B. ENGINEER

1. 2025/26 GLMC Recommended Scope and Budget
2. 2025/26 PBHSC Recommended Scope and Budget
3. 2025 Safe Yield Reevaluation

(00:24:56) Mr. Malone gave a report on Items 1 and 2, Mr. Rapp reported on Item 3. A discussion ensued.

C. GENERAL MANAGER

1. Fiscal Year 2025/26 Budget Release to the Advisory Committee
2. Status Report: Fiscal Year 2024/25 Exhibit G Physical Solution Transfers
3. Other

(00:53:38) Mr. Corbin reported on Item 1 and highlighted the draft fiscal year 2025/26 budget release to the Advisory Committee last week. He indicated that Watermaster will be holding two budget workshops, the first on April 22nd and second on April 29th. Following the workshops in April, Watermaster will bring the budget to the May 2025 meetings for further comments by the Pool Committees, subsequent approval by the Advisory Committee, and ultimate adoption by the Watermaster Board. For Item 2, he reported that the Appropriative Pool had until March 1 to declare interest in the fiscal year 2024/25 Exhibit G water sale cycle, and that no party expressed interest this year and that the process is now complete.

IV. INFORMATION

A. RECHARGE INVESTIGATION AND PROJECTS COMMITTEE (PROJECT 23a STATUS)

(01:02:18) Mr. Corbin indicated there was nothing new to report on this item.

V. BOARD MEMBER COMMENTS

(01:02:30) Mr. Gardner mentioned that March 7th was Employee Appreciation Day, and a luncheon was held on March 20th for Watermaster employees. He indicated that he was not able to attend the luncheon and thanked staff for their hard work.

VI. OTHER BUSINESS

None

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 2.6, of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

The Board convened into Confidential Session at 12:04 p.m. to discuss the following:

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION: a) Chino Basin Municipal Water District v. City of Ontario et al., 4th District Court of Appeal Case No. E080457 and E082127

Confidential session concluded at 12:53 p.m. and Mr. Slater reported that there was no reportable action.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 12:53 p.m.

Secretary: _____

Approved: _____

Attachments

1. 20250327 Roll Call Vote Outcome for Business Item II.A.
2. 20250327 Roll Call Vote Outcome for Business Item II.B.

ATTACHMENT 1

March 27, 2025 Watermaster Board Roll Call Vote Outcome

Member	Alternate	Business Item II.A.
Gardner, Mike		Yes
Kuhn, Bob		Yes
Medrano, Jimmy*	Callahan, Lewis	Yes
Pierson, Jeff, Vice-Chair		Yes
Velto, Bill		Yes
Zvirbulis, Marty		Yes
Bowcock, Bob		Yes
Elie, Steve		Yes
Curatalo, James, Chair		Yes
*Absent	OUTCOME:	Passed Unanimously

ATTACHMENT 2**March 27, 2025 Watermaster Board Roll Call Vote Outcome**

Member	Alternate	Business Item II.B.
Kuhn, Bob		Yes
Medrano, Jimmy*	Callahan, Lewis	Yes
Pierson, Jeff, Vice-Chair		Yes
Velto, Bill		Yes
Zvirbulis, Marty		Yes
Bowcock, Bob		Yes
Elie, Steve		Yes
Gardner, Mike		Yes
Curatalo, James, Chair		Yes
*Absent	OUTCOME:	Passed Unanimously



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: April 2025
TO: Watermaster Committees & Board
SUBJECT: Monthly Financial Reports (For the Reporting Period Ended February 28, 2025) (Consent Calendar Item I.B.)

Issue: Record of Monthly Financial Reports for the reporting period ended February 28, 2025 [Normal Course of Business]

Recommendation: Receive and file Monthly Financial Reports for the reporting period ended February 28, 2025 as presented.

Financial Impact: None

ACTIONS:

Appropriative Pool – April 10, 2025 [Final]: Received and filed.

Non-Agricultural Pool – April 10, 2025 [Final]: Received and filed without approval.

Agricultural Pool – April 10, 2025 [Final]: Received and filed.

Advisory Committee – April 17, 2025 [Final]: Received and filed.

Watermaster Board – April 24, 2025 [Recommended]: Receive and file.

BACKGROUND

A monthly reporting packet is provided to keep all members apprised of Watermaster revenues, expenditures, and other financial activities. Monthly reports include the following:

1. Cash Disbursements – Summarized report of all payments made during the reporting month.
2. Credit Card Expense Detail – Detail report of all credit card activity during the reporting month.
3. Combining Schedule of Revenues, Expenses & Changes in Net Assets – Detail report of all revenue and expense activity for the fiscal YTD, summarized by pool category.
4. Treasurer's Report – Summary of Watermaster investments holdings and anticipated earnings as of month end.
5. Budget to Actual Report – Detail report of actual revenue and expense activity, shown for reporting month and YTD, comparatively to the adopted budget.
6. Monthly Variance Report & Supplemental Schedules – Supporting schedule providing explanation for major budget variances. Also provides several additional tables detailing pool fund balance, salaries expense, legal expense, and engineering expense.

DISCUSSION

Detailed explanations of major variances and other additional information can be found on the "Monthly Variance Report & Supplemental Schedules."

Watermaster staff will provide additional explanations or respond to any questions on these reports during the meetings as requested.

ATTACHMENT

1. Monthly Financial Reports (February 28, 2025)



Chino Basin Watermaster

Cash Disbursements

February 2025

Date	Number	Vendor Name	Description	Amount
02/05/2025	25296	ACWA JOINT POWERS INSURANCE AUTHORITY	March life insurance	\$ (274.43)
02/05/2025	25297	BURRTEC WASTE INDUSTRIES, INC.	Utilities: Waste	(168.62)
02/05/2025	25298	CHEF DAVE'S CATERING & EVENT SERVICES	Board meeting catering services	(568.36)
02/05/2025	25299	CONCENTRA	Pre-employment screening	(193.00)
02/05/2025	25300	DE BOOM, NATHAN		(125.00)
02/05/2025	25301	FAVELA QUINTERO, RUBY	Reimbursement: Supplies for office and Watermaster Academy	(196.88)
02/05/2025	25302	FILIPPI, GINO		(500.00)
02/05/2025	25303	IRELAND SOUND SYSTEMS INC	Microphone replacement in Boardroom	(1,550.10)
02/05/2025	25304	PIERSON, JEFFREY		(1,750.00)
02/05/2025	25305	PITNEY BOWES GLOBAL FINANCIAL SVCS.	Postage machine lease property tax	(32.79)
02/05/2025	25306	STANDARD INSURANCE CO.	January life and disability coverage	(996.23)
02/05/2025	25307	STATE COMPENSATION INSURANCE FUND	FY 25 worker's compensation insurance	(2,264.91)
02/05/2025	25308	UNION 76	January fuel purchases	(85.71)
02/05/2025	25309	USAFAC, INC.	Pre-employment background check	(173.78)
02/05/2025	25310	VANGUARD CLEANING SYSTEMS	February janitorial service	(1,000.00)
02/05/2025	25311	VELTO, BILL		(250.00)
02/05/2025	25312	VISION SERVICE PLAN	February vision insurance coverage	(108.39)
02/05/2025	25313	ZVIRBULIS, MARTIN		(125.00)
02/05/2025	25314	GEYE, BRIAN		(625.00)
02/07/2025	ACH2/7/25	CALPERS	February medical insurance premiums	(17,282.10)
02/07/2025	ACH2/7/25	MISSIONSQUARE RETIREMENT	Retirement health savings program contribution	(709.70)
02/11/2025	25315	CALIFORNIA BANK & TRUST	Account ending 6198 - See detail attached	(3,673.38)
02/11/2025	25316	FRONTIER COMMUNICATIONS	Landline connection for Bay Alarm system	(154.10)
02/11/2025	25317	MIKE RAAHAUGE SHOOTING ENTERPRISE	Reimbursement: Well repair	(7,574.86)
02/11/2025	25318	READY REFRESH	Office water dispenser lease	(145.01)
02/11/2025	25319	SPECTRUM ENTERPRISE	February internet services	(1,161.35)
02/11/2025	25320	VANGUARD CLEANING SYSTEMS	January electrostatic spraying	(220.00)
02/13/2025	25321	BOWCOCK, ROBERT		(250.00)
02/13/2025	25322	BROWNSTEIN HYATT FARBER SCHRECK	December legal services	(38,304.00)
02/13/2025	25323	EGOSCUE LAW GROUP, INC.	January OAP legal services	(16,450.00)
02/21/2025	25324	CORELOGIC INFORMATION SOLUTIONS	January geographic package services	(125.00)
02/21/2025	25325	GREAT AMERICA LEASING CORP.	January copy machine lease	(1,527.81)
02/21/2025	25326	RAUCH COMMUNICATION CONSULTANTS, INC.	January annual report services	(15,563.75)
02/21/2025	25327	RUBEN LLAMAS		(125.00)
02/21/2025	25328	SOUTHERN CA EDISON	Utilities: Electric	(1,285.12)
02/21/2025	25329	VERIZON WIRELESS	Internet services for Field Ops tablets	(271.04)
02/21/2025	ACH2/21/25	PITNEY BOWES INC.	Red ink cartridge refill	(144.51)
02/24/2025	ACH2/24/25	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Annual Unfunded Accrued Liability-Plan 3299	(12,164.17)
02/24/2025	ACH2/24/25	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Annual Unfunded Accrued Liability-Plan 27239	(172.92)
02/26/2025	25331	INLAND EMPIRE UTILITIES AGENCY	FY 24/25 Q1 Groundwater recharge O&M	(397,082.47)
02/26/2025	25332	SAN BERNARDINO COUNTY - DEPT. AIRPORTS	March rent for extensometer site	(172.00)
02/26/2025	25333	SOCALGAS	Utilities: Gas	(43.45)
02/26/2025	25334	SOUTHERN CALIFORNIA EDISON	Utilities: Electric	(263.24)
02/26/2025	25335	STANDARD INSURANCE CO.	February life and disability coverage	(996.23)
02/26/2025	25336	UNITED HEALTHCARE	March dental insurance coverage	(1,126.66)
02/26/2025	25337	VC3, INC.	February IT services	(4,991.16)
02/26/2025	25338	VERIZON WIRELESS	Internet services for extensometer site	(38.01)
02/26/2025	25339	VISION SERVICE PLAN	March vision insurance coverage	(108.39)
02/26/2025	25340	WATER UX, INC	Final installment for Data Portal Discovery	(10,000.00)
Total for Month				\$ (555,016.54)



Chino Basin Watermaster

Credit Card Expense Detail

February 2025

Date	Number	Description	Expense Account	Amount
02/11/2025	25315	CALIFORNIA BANK & TRUST		
		Amazon - Amazon Web Services - January 2025	6056 · Website Services	(319.87)
		The Barn Restaurant - Lunch meeting - E. Tellez Foster, K. Schwabe	6141.1 · Meeting Supplies	(43.00)
		EZOP San Bernardino Permit	6909.3 · Other OBMP Expenses	(1,085.90)
		Microsoft Software - Mapping and visualization software subscription	6054 · Computer Software	(15.00)
		REV Subscription - Speech to text transcription services	6112 · Subscriptions/Publications	(29.99)
		The Pozole Place - Lunch meeting - T. Corbin, E. Tellez Foster, J. Nakano, F. Yoo	6141.1 · Meeting Supplies	(78.12)
		Bamboo HR - HRIS and Timekeeping System	6061.2 · HRIS System	(227.59)
		Costco - Meeting snacks and drinks	6312 · Board Meeting Expenses	(410.16)
		Costco - Misc. office supplies	6031.7 · General Office Supplies	(198.27)
		Amazon - Misc. office supplies	6031.7 · General Office Supplies	(27.72)
		Panera -Interview debrief lunch - R. Favela Quintero, D. Uriarte, A. Alonso (IEUA)	6141.1 · Meeting Supplies	(39.20)
		UPS - Pools Package - J. Pierson	6042 · Postage - General	(27.49)
		UPS - Pools Package - B. Geye	6042 · Postage - General	(27.49)
		UPS - Pool Package - B. Feenstra	6042 · Postage - General	(19.83)
		UPS - Pools Package - Additional charges	6042 · Postage - General	(12.21)
		BlueHost - Monthly Software Renewal - Standard VPN Server with cPanel	6056 · Website Services	(91.99)
		Mollys Souper Restaurant - Lunch meeting - L. Dyer (IEUA), A. Nelson	6141.1 · Meeting Supplies	(34.54)
		Omokase Sushi Restaurant - Lunch meeting - S. Turner (SAWPA), A. Nelson	6141.1 · Meeting Supplies	(81.17)
		Edible Arrangements - Get Well - E. Vides	6141.1 · Meeting Supplies	(58.98)
		Amazon - Photography lighting kit	6031.7 · General Office Supplies	(68.95)
		Panera - Personnel Committee lunch	6141.1 · Meeting Supplies	(143.51)
		Amazon - Misc. office supplies	6031.7 · General Office Supplies	(354.19)
		Amazon - Printer	6031.7 · General Office Supplies	(253.21)
		Tax 1099 - 1099 filings	6147 · Other Admin Expenses	(25.00)
Total for Month				\$ (3,673.38)



Chino Basin Watermaster

Combining Schedule of Revenues, Expenses & Changes in Net Assets

For the Period of July 1, 2024 through February 28, 2025

(Unaudited)

	JUDGMENT ADMIN.	OPTIMUM BASIN MGMT.	TOTAL JUDGMENT ADMIN & OBMP	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUND WATER REPLENISH.	GRAND TOTALS	ADOPTED BUDGET 2024-2025 WITH CARRYOVER
				AP POOL	OAP POOL	ONAP POOL			
Administrative Revenues:									
Administrative Assessments	\$ 5,621,503	\$ 4,212,652	\$ 9,834,155	\$ 99,200	\$ -	\$ 31,000	\$ -	\$ 9,964,355	\$ 9,833,780
Interest Revenue	-	288,991	288,991	13,027	41,374	2,117	3,701	349,210	478,500
Groundwater Replenishment	-	-	-	-	-	-	(87,377)	(87,377)	-
Mutual Agency Project Revenue	191,073	-	191,073	-	-	-	-	191,073	191,070
Miscellaneous Income	1,468	-	1,468	-	-	-	-	1,468	-
Total Administrative Revenues	5,814,043	4,501,643	10,315,686	112,227	41,374	33,117	(83,675)	10,418,729	10,503,350
Administrative & Project Expenditures:									
Watermaster Administration	2,046,224	-	2,046,224	-	-	-	-	2,046,224	2,528,540
Watermaster Board-Advisory Committee	163,028	-	163,028	-	-	-	-	163,028	422,420
Optimum Basin Mgmt Administration	-	482,774	482,774	-	-	-	-	482,774	1,437,940
OBMP Project Costs	-	2,290,247	2,290,247	-	-	-	-	2,290,247	4,971,020
Pool Legal Services	-	-	-	82,722	94,250	6,204	-	183,176	-
Pool Meeting Compensation	-	-	-	-	16,750	3,500	-	20,250	-
Pool Special Projects	-	-	-	-	9,454	-	-	9,454	-
Pool Administration	-	-	-	-	-	-	-	-	370,660
Debt Service	-	955,086	955,086	-	-	-	-	955,086	772,770
Agricultural Expense Transfer ¹	-	-	-	120,454	(120,454)	-	-	-	-
Replenishment Water Assessments	-	-	-	-	-	-	54,425	54,425	180,234
Total Administrative Expenses	2,209,253	3,728,108	5,937,361	203,176	-	9,704	54,425	6,204,666	10,683,584
Net Ordinary Income	3,604,790	773,535	4,378,325	(90,950)	41,374	23,413	(138,100)	4,214,063	(180,234)
Other Income/(Expense)									
Refund-Recharge Debt Service	-	-	-	-	-	-	-	-	-
Carryover Budget*	-	-	-	-	-	-	-	-	454,875
Net Other Income/(Expense)	-	-	-	-	-	-	-	-	454,875
Net Transfers To/(From) Reserves	\$ 3,604,790	\$ 773,535	\$ 4,378,325	\$ (90,950)	\$ 41,374	\$ 23,413	\$ (138,100)	\$ 4,214,063	\$ 274,640
Net Assets, July 1, 2024			8,794,214	555,405	1,404,964	65,733	180,234	11,000,551	
Refund-Excess Operating Reserves			-					-	
Net Assets, End of Period			13,172,539	464,455	1,446,338	89,147	42,134	15,214,614	
Pool Assessments Outstanding				(86,315)	(586,852)	-			
Payments received in FY 25 for prior year assessments				231,381	-	-			
Pool Fund Balance				\$ 609,521	\$ 859,486	\$ 89,147			

¹ Fund balance transfer as agreed to in the Peace Agreement.

*Carryover budget will be updated once the refund for excess operating reserves has been finalized.



Chino Basin Watermaster

Treasurer's Report

February 2025

	Type	Monthly Yield	Cost	Market	% Total
Cash & Investments					
Local Agency Investment Fund (LAIF) *	Investment	4.37%	\$ 658,575	\$ 658,326	4.0%
CA CLASS Prime Fund **	Investment	4.41%	14,883,846	\$ 14,884,668	90.7%
Bank of America	Checking		865,117	865,117	5.3%
Bank of America	Payroll		-	-	0.0%
Total Cash & Investments			\$ 16,407,537	\$ 16,408,111	100.0%

* The LAIF Market Value factor is updated quarterly in September, December, March, and June.

** The CLASS Prime Fund Net Asset Value factor is updated monthly.

Certification

I certify that (1) all investment actions executed since the last report have been made in full compliance with Chino Basin Watermaster's Investment Policy, and (2) Funds on hand are sufficient to meet all foreseen and planned administrative and project expenditures for the next six months.

Anna Nelson, Director of Administration

Prepared By:

Daniela Uriarte, Senior Accountant



Chino Basin Watermaster

Budget to Actual

For the Period July 1, 2024 to February 28, 2025

(Unaudited)

	February 2024	YTD Actual	FY 25 Adopted Budget with Carryover	\$ Over / (Under) Budget	% of Budget
1 Administration Revenue					
2 Local Agency Subsidies	\$ -	\$ 191,073	\$ 191,070	\$ 3	100%
3 Admin Assessments-Appropriative Pool	-	9,497,193	9,521,030	(23,837)	100%
4 Admin Assessments-Non-Ag Pool	-	336,962	312,750	24,212	108%
5 Total Administration Revenue	-	10,025,228	10,024,850	378	100%
6 Other Revenue					
7 Appropriative Pool-Replenishment	-	(103,383)	-	(103,383)	N/A
8 Non-Ag Pool-Replenishment	-	16,006	-	16,006	N/A
9 Interest Income	45,626	288,991	478,500	(189,509)	60%
10 Miscellaneous Income	-	1,468	-	1,468	N/A
11 Carryover Budget	-	-	454,875	(454,875)	0%
12 Total Other Revenue	45,626	203,081	933,375	(730,293)	22%
13 Total Revenue	45,626	10,228,309	10,958,225	(729,915)	93%
14 Judgment Administration Expense					
15 Judgment Administration	29,915	297,934	721,010	(423,076)	41%
16 Admin. Salary/Benefit Costs	70,644	840,351	1,032,120	(191,769)	81%
17 Office Building Expense	16,146	163,063	234,470	(71,407)	70%
18 Office Supplies & Equip.	2,295	19,536	46,760	(27,224)	42%
19 Postage & Printing Costs	1,541	15,685	32,950	(17,265)	48%
20 Information Services	10,922	79,973	232,530	(152,557)	34%
21 Contract Services	230	44,899	111,460	(66,561)	40%
22 Watermaster Legal Services	-	498,392	414,060	84,332	120%
23 Insurance	-	38,572	50,950	(12,378)	76%
24 Dues and Subscriptions	750	19,732	25,900	(6,168)	76%
25 Watermaster Administrative Expenses	834	7,164	9,630	(2,466)	74%
26 Field Supplies	964	1,999	3,200	(1,201)	62%
27 Travel & Transportation	1,828	81,585	104,960	(23,375)	78%
28 Training, Conferences, Seminars	-	11,973	49,370	(37,397)	24%
29 Advisory Committee Expenses	127	27,978	134,130	(106,152)	21%
30 Watermaster Board Expenses	10,825	135,050	288,290	(153,240)	47%
31 ONAP - WM & Administration	2,343	26,802	120,940	(94,138)	22%
32 OAP - WM & Administration	4,309	38,553	124,220	(85,667)	31%
33 Appropriative Pool- WM & Administration	20,889	92,744	125,500	(32,756)	74%
34 Allocated G&A Expenditures	(38,445)	(232,731)	(540,830)	308,099	43%
35 Total Judgment Administration Expense	136,116	2,209,253	3,321,620	(1,112,367)	67%
36 Optimum Basin Management Plan (OBMP)					
37 Optimum Basin Management Plan	78,985	482,774	1,437,940	(955,166)	34%
38 Groundwater Level Monitoring	26,639	299,184	585,050	(285,866)	51%
39 Program Element (PE)2- Comp Recharge	417,416	600,644	1,774,300	(1,173,656)	34%
40 PE3&5-Water Supply/Desalte	14,400	51,205	122,010	(70,805)	42%
41 PE4- Management Plan	15,192	261,278	412,400	(151,122)	63%
42 PE6&7-CoopEfforts/SaltMgmt	23,856	524,048	669,380	(145,332)	78%
43 PE8&9-StorageMgmt/Conj Use	22,525	321,157	867,050	(545,893)	37%
44 Recharge Improvements	-	955,086	772,770	182,316	124%
45 Administration Expenses Allocated-OBMP	19,209	81,364	232,750	(151,386)	35%
46 Administration Expenses Allocated-PE 1-9	19,236	151,367	308,080	(156,713)	49%
47 Total OBMP Expense	637,459	3,728,108	7,181,730	(3,453,622)	52%
48 Other Expense					
49 Groundwater Replenishment	-	54,425	180,234	(125,810)	30%
50 Other Expenses	-	-	-	-	N/A
51 Total Other Expense	-	54,425	180,234	(125,810)	30%
52 Total Expenses	773,575	5,991,785	10,683,584	(4,691,799)	56%
53 Increase / (Decrease) to Reserves	\$ (727,949)	\$ 4,236,524	\$ 274,640	\$ 3,961,884	



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Budget to Actual

The Budget to Actual report summarizes the operating and non-operating revenues and expenses of Chino Basin Watermaster for the fiscal year-to-date (YTD). Columns are included for current monthly and YTD activity shown comparatively to the FY 25 adopted budget. The final two columns indicate the amount over or under budget, and the YTD percentage of total budget used. As of February 28th, the target budget percentage is generally 67%.

Revenues

Lines 1-5 Administration Revenue – Includes local agency subsidies and administrative assessment for the Appropriative, Agricultural and Non-Agricultural Pools. Below is a summary of notable account variances at month end:

- Line 2 Local Agency Subsidies includes the annual Dy Year Yield (DYY) administrative fee received. This account is at 100% of budget due to the timing of payment.
- Line 3-4 Administrative Assessments for the Appropriative and Non-Agricultural Pools include annual assessment invoices issued in November of each year. The Non-Agricultural Pool line is over budget due to changes in actual versus projected production.

Lines 6-12 Other Revenue – Includes Pool replenishment assessments, interest income, miscellaneous income, and carryover budget from prior years.

Expenses

Lines 14-35 Judgment Administration Expense – Includes Watermaster general administrative expenses, contract services, insurance, office and other administrative expenses. Below is a summary of notable account variances at month end:

- Line 16 Admin Salary/Benefit Costs includes wages and benefits for Watermaster administrative staff. The account is at 81% of budget due to vacation and severance payouts done in July.
- Line 17 Office Building Expense includes office lease, telephone, utilities, repair and maintenance, and building interior renovation costs. The account is at 70% of budget due to office cubicle reconfigurations not anticipated in the budget.
- Line 22 Watermaster Legal Services includes outside legal counsel expenses. The account is over budget due to personnel matters not anticipated in the budget.
- Line 23 Insurance includes general liability insurance, directors' and officers' liability, umbrella coverage, environmental pollution liability and other various insurance policies. The account is at 76% of budget due to the timing of policy renewals.
- Line 24 Dues and Subscriptions include annual dues for ACWA, SHRM, and other miscellaneous subscriptions. The account is at 76% of budget due to the timing of membership renewals.
- Line 25 Watermaster Administrative Expenses include expenses for meetings, supplies, lunch meetings, and other various expenses. The account is at 74% of budget due photography supplies purchased in December not anticipated in the budget.
- Line 27 Travel & Transportation includes travel and transportation costs related to Watermaster business, not related to conferences and seminars, vehicle fuel, repairs and maintenance, and vehicle purchases. The account is at 78% of budget due to the timing of the new field vehicle purchase.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Lines 36-47 Optimum Basin Management Plan (OBMP) Expense – Includes legal, engineering, groundwater level monitoring, allocated administrative expenses, and other expenses.

Lines 48-51 Other Expense – Includes groundwater replenishment, settlement expenses, and various refunds as appropriate.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Pool Services Fund Accounting

Each Pool has a fund account created to pay their own legal service invoices. The legal services invoices are funded and paid using the fund accounts (8467 for the Overlying Agricultural Pool (OAP), 8567 for the Overlying Non-Agricultural Pool (ONAP), and 8367 for the Appropriate Pool (AP)). Along with the legal services fund account for the OAP (8467), the OAP also has two other fund accounts for Ag Pool Meeting Attendance expenses (8470), and Special Projects expenses (8471). The ONAP also has a meeting compensation fund account (8511). Additionally, the OAP has a reserve fund that is held by Watermaster and spent at the direction of the OAP. The AP also has account 8368 relating to the Tom Harder contract. These fund accounts are replenished at the direction of each Pool, and the legal service invoices are approved by the Pool leadership and when paid by Watermaster, are deducted from the existing fund account balances. If the fund account for any pool reaches zero, no further payments can be paid from the fund and a replenishment action must be initiated by the Pool.

The following tables detail the fund balance accounts as of February 28, 2025 (continued next page):

Fund Balance For Non-Agricultural Pool Account 8567 - Legal Services		Fund Balance For Appropriate Pool Account 8367 - Legal Services	
Beginning Balance July 1, 2024:	\$ 63,483.09	Beginning Balance July 1, 2024:	\$ (9,472.87)
Additions:		Additions:	
Interest Earnings	2,117.48	Interest Earnings	13,026.58
Payments received on ONAP Assessment invoices issued 11/26/24	25,000.00	Payments received on AP Assessment invoices issued 11/18/21	27,343.35
Subtotal Additions:	27,117.48	Payments received on AP Assessment invoices issued 4/21/22	39,013.34
		Payments received on AP Assessment invoices issued 10/14/22	70,478.86
Reductions:		Payments received on AP Assessment invoices issued 4/19/23	26,262.54
Invoices paid July 2024 - February 2025	(6,204.00)	Payments received on AP Assessment invoices issued 10/30/23	68,282.61
Subtotal Reductions:	(6,204.00)	Payments received on AP Assessment invoices issued 11/26/24	67,701.53
		Payments received for appeal legal expenses 2/28/25	31,498.58
Available Fund Balance as of Feb. 28, 2025	\$ 84,396.57	Subtotal Additions:	343,607.39
		Reductions:	
		Invoices paid July 2024 - February 2025	(82,722.38)
		Subtotal Reductions:	(82,722.38)
		Available Fund Balance as of Feb. 28, 2025	\$ 251,412.14

Fund Balance For Non-Agricultural Pool Account 8511 - Meeting Compensation		Fund Balance For Appropriate Pool Account 8368 - Tom Harder Contract	
Beginning Balance July 1, 2024:	\$ 2,250.00	Beginning Balance July 1, 2024:	\$ 20,577.61
Additions:		Additions:	
Payments received on ONAP Assessment invoices issued 11/26/24	6,000.00		
Subtotal Additions:	6,000.00	Subtotal Additions:	-
Reductions:		Reductions:	
Compensation paid July 2024 - February 2025	(3,500.00)	Invoices paid July 2024 - February 2025	-
Subtotal Reductions:	(3,500.00)	Subtotal Reductions:	-
Available Fund Balance as of Feb. 28, 2025	\$ 4,750.00	Available Fund Balance as of Feb. 28, 2025	\$ 20,577.61



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Pool Services Fund Accounting – Cont.

Fund Balance for Agricultural Pool Account 8467 - Legal Services (Held by AP)

Beginning Balance July 1, 2024*:	\$ 388,647.51
Reductions:	
Invoices paid July 2024 - February 2025	(94,250.00)
Subtotal Reductions:	(94,250.00)
Available Fund Balance as of Feb. 28, 2025	\$ 294,397.51

*Balance includes payments received totaling \$262,832.38 for Settlement Agreement outstanding invoices issued Apr. 15, 2022 and Jun. 17, 2022.

Agricultural Pool Reserve Funds As shown on the Combining Schedules

Beginning Balance July 1, 2024*:	\$ 818,112.17
Additions:	
YTD Interest earned on Ag Pool Funds FY 25	41,373.99
Transfer of Funds from AP to Special Fund for Legal Service Invoices	94,250.00
Total Additions:	135,623.99
Reductions:	
Legal service invoices paid July 2024 - February 2025	(94,250.00)
Subtotal Reductions:	(94,250.00)
Agricultural Pool Reserve Funds Balance as of Feb. 28, 2025:	\$ 859,486.16

*Balance includes payments of \$102,245.10 and \$42,025.61 received in FY 24 for outstanding invoices issued Sep. 9, 2022 and Apr. 20, 2023 for Ag Pool legal services, respectively.

Fund Balance For Agricultural Pool Account 8470 - Meeting Compensation (Held by AP)

Beginning Balance July 1, 2024:	\$ 17,694.65
Reductions:	
Compensation paid July 2024 - February 2025	(16,750.00)
Subtotal Reductions:	(16,750.00)
Available Fund Balance as of Feb. 28, 2025	\$ 944.65

Fund Balance For Agricultural Pool Account 8471 - Special Projects (Held by AP)

Beginning Balance July 1, 2024:	\$ 51,643.00
Reductions:	
Invoices paid July 2024 - February 2025	(9,454.00)
Subtotal Reductions:	(9,454.00)
Available Fund Balance as of Feb. 28, 2025	\$ 42,189.00



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Watermaster Salary Expenses

The following table details the Year-To-Date (YTD) Actual Watermaster burdened salary costs compared to the FY 25 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of February 28th, the target budget percentage is generally 67%.

	Year to Date Actual	FY 24-25 Budget	\$ Over / (Under) Budget	% of Budget
WM Salary Expense				
5901.1 · Judgment Admin - Doc. Review	41,200	93,860	(52,660)	43.9%
5901.3 · Judgment Admin - Field Work	1,716	11,860	(10,144)	14.5%
5901.5 · Judgment Admin - General	6,381	81,090	(74,709)	7.9%
5901.7 · Judgment Admin - Meeting	24,182	39,710	(15,528)	60.9%
5901.9 · Judgment Admin - Reporting	3,557	13,890	(10,333)	25.6%
5910 · Judgment Admin - Court Coord./Attendance	3,345	16,970	(13,625)	19.7%
5911 · Judgment Admin - Exhibit G	1,588	6,400	(4,812)	24.8%
5921 · Judgment Admin - Production Monitoring	60	5,440	(5,380)	1.1%
5931 · Judgment Admin - Recharge Applications	2,146	-	2,146	100.0%
5941 · Judgment Admin - Reporting	1,648	2,140	(492)	77.0%
5951 · Judgment Admin - Rules & Regs	-	11,260	(11,260)	0.0%
5961 · Judgment Admin - Safe Yield	25,016	9,510	15,506	263.0%
5971 · Judgment Admin - Storage Agreements	6,190	13,000	(6,810)	47.6%
5981 · Judgment Admin - Water Accounting/Database	63,747	108,290	(44,543)	58.9%
5991 · Judgment Admin - Water Transactions	4,703	5,330	(627)	88.2%
6011.11 · WM Staff - Overtime	6,442	18,000	(11,558)	35.8%
6011.10 · Admin - Accounting	147,024	278,330	(131,306)	52.8%
6011.15 · Admin - Building Admin	45,504	31,200	14,304	145.8%
6011.20 · Admin - Conference/Seminars	32,544	58,530	(25,986)	55.6%
6011.25 · Admin - Document Review	26,853	2,620	24,233	1024.9%
6011.50 · Admin - General	204,939	362,560	(157,621)	56.5%
6011.60 · Admin - HR	92,236	50,450	41,786	182.8%
6011.70 · Admin - IT	48,852	34,070	14,782	143.4%
6011.80 · Admin - Meeting	64,207	39,760	24,447	161.5%
6011.90 · Admin - Team Building	16,022	41,550	(25,528)	38.6%
6011.95 · Admin - Training (Give/Receive)	25,123	64,160	(39,037)	39.2%
6017 · Temporary Services	24,229	26,040	(1,811)	93.0%
6201 · Advisory Committee	17,158	82,850	(65,692)	20.7%
6301 · Watermaster Board	60,410	83,910	(23,500)	72.0%
8301 · Appropriative Pool	73,577	67,280	6,297	109.4%
8401 · Agricultural Pool	20,270	66,000	(45,730)	30.7%
8501 · Non-Agricultural Pool	12,595	62,710	(50,115)	20.1%
6901.1 · OBMP - Document Review	23,301	95,290	(71,989)	24.5%
6901.3 · OBMP - Field Work	1,153	50,870	(49,717)	2.3%
6901.5 · OBMP - General	62,341	81,120	(18,779)	76.9%
6901.7 · OBMP - Meeting	20,618	80,360	(59,742)	25.7%
6901.9 · OBMP - Reporting	5,934	11,040	(5,106)	53.7%
7104.1 · PE1 - Monitoring Program	125,605	275,490	(149,885)	45.6%
7201 · PE2 - Comprehensive Recharge	51,558	71,750	(20,192)	71.9%
7301 · PE3&5 - Water Supply/Desalter	-	9,510	(9,510)	0.0%
7301.1 · PE5 - Reg. Supply Water Prgm.	840	9,510	(8,671)	8.8%
7401 · PE4 - MZ1 Subsidence Mgmt. Plan	-	14,040	(14,040)	0.0%
7501 · PE6 - Coop. Programs/Salt Mgmt.	6,513	9,510	(2,997)	68.5%
7501.1 · PE 7 - Salt Nutrient Mgmt. Plan	4,324	9,510	(5,186)	45.5%
7601 · PE8&9 - Storage Mgmt./Recovery	22,122	22,520	(398)	98.2%
Subtotal WM Staff Costs	1,429,336	2,529,290	(1,099,954)	57%
60184.1 · Administrative Leave	-	6,550	(6,550)	0.0%
60185 · Vacation	87,397	90,280	(2,883)	96.8%
60185.1 · Comp Time	7,033	-	7,033	100.0%
60186 · Sick Leave	27,036	79,450	(52,414)	34.0%
60187 · Holidays	72,780	99,330	(26,550)	73.3%
Subtotal WM Paid Leaves	194,245	275,610	(81,365)	70%
Total WM Salary Costs	1,623,581	2,804,900	(1,181,319)	57.9%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Engineering

The following table details the Year-To-Date (YTD) Actual Engineering costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of February 28th, the target budget percentage is generally 67%.

	Year to Date Actual	FY 24-25 Budget	\$ Over / (Under) Budget	% of Budget
Engineering Services Costs				
5901.8 · Judgment Admin - Meetings-Engineering Services	\$ -	\$ 37,066	\$ (37,066)	0.0%
5906.71 · Judgment Admin - Data Requests-CBWM Staff	45,202	101,048	(55,846)	44.7%
5906.72 · Judgment Admin - Data Requests-Non-CBWM Staff	33,399	37,008	(3,609)	90.2%
5925 · Judgment Admin - Ag Production & Estimation	19,707	31,096	(11,390)	63.4%
5935 · Judgment Admin - Mat'l Physical Injury Requests	1,488	39,452	(37,965)	3.8%
5945 · Judgment Admin - WM Annual Report Preparation	12,659	16,924	(4,266)	74.8%
5965 · Judgment Admin - Support Data Collection & Mgmt Process	-	39,659	(39,659)	0.0%
6206 · Advisory Committee Meetings-WY Staff	4,329	23,510	(19,182)	18.4%
6306 · Watermaster Board Meetings-WY Staff	13,926	23,510	(9,584)	59.2%
8306 · Appropriative Pool Meetings-WY Staff	11,488	23,510	(12,022)	48.9%
8406 · Agricultural Pool Meetings-WY Staff	10,603	23,510	(12,907)	45.1%
8506 · Non-Agricultural Pool Meetings-WY Staff	6,528	23,510	(16,983)	27.8%
6901.8 · OBMP - Meetings-WY Staff	37,697	37,066	631	101.7%
6901.95 · OBMP - Reporting-WY Staff	46,980	62,606	(15,626)	75.0%
6906 · OBMP Engineering Services - Other	53,131	51,440	1,691	103.3%
6906.1 · OBMP Watermaster Model Update	6,552	67,596	(61,044)	9.7%
6906.21 · State of the Basin Report	57,222	195,188	(137,967)	29.3%
7104.3 · Grdwtr Level-Engineering	137,734	254,627	(116,893)	54.1%
7104.8 · Grdwtr Level-Contracted Services	11,800	26,174	(14,374)	45.1%
7104.9 · Grdwtr Level-Capital Equipment	4,896	17,000	(12,104)	28.8%
7202 · PE2-Comp Recharge-Engineering Services	8,574	23,496	(14,922)	36.5%
7202.2 · PE2-Comp Recharge-Engineering Services	129,123	75,944	53,179	170.0%
7302 · PE3&5-PBHSP Monitoring Program	47,278	73,305	(26,027)	64.5%
7303 · PE3&5-Engineering - Other	3,088	16,180	(13,093)	19.1%
7306 · PE3&5-Engineering - Outside Professionals	-	6,500	(6,500)	0.0%
7402 · PE4-Engineering	157,686	281,239	(123,553)	56.1%
7402.10 · PE4-Northwest MZ1 Area Project	77,374	16,656	60,718	464.5%
7403 · PE4-Eng. Services-Contracted Services-InSar	22,000	39,600	(17,600)	55.6%
7406 · PE4-Engineering Services-Outside Professionals	-	38,600	(38,600)	0.0%
7408 · PE4-Engineering Services-Network Equipment	2,766	17,553	(14,787)	15.8%
7502 · PE6&7-Engineering	222,123	398,309	(176,186)	55.8%
7505 · PE6&7-Laboratory Services	48,482	61,242	(12,761)	79.2%
7510 · PE6&7-IEUA Salinity Mgmt. Plan	32,789	-	32,789	100.0%
7511 · PE6&7-SAWBMP Task Force-50% IEUA	2,660	27,067	(24,407)	9.8%
7517 · Surface Water Monitoring Plan-Chino Creek - 50% IEUA	30,745	33,574	(2,829)	91.6%
7520 · Preparation of Water Quality Mgmt. Plan	2,783	130,164	(127,381)	2.1%
7610 · PE8&9-Support 2020 Mgmt. Plan	-	32,584	(32,584)	0.0%
7614 · PE8&9-Support Imp. Safe Yield Court Order	299,035	768,963	(469,928)	38.9%
7615 · PE8&9-Develop 2025 Storage Plan	-	42,632	(42,632)	0.0%
Total Engineering Services Costs	\$ 1,601,843	\$ 3,215,108	\$ (1,613,265)	49.8%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Legal

The following table details the YTD Brownstein Hyatt Farber Schreck (BHFS) expenses and costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of February 28th, the target budget percentage is generally 67%. Due to the timing of billing, the figures below represent legal services provided through January 31, 2025, with a target budget percentage of 58%.

	Year to Date Actual	FY 24-25 Budget	\$ Over / (Under) Budget	% of Budget
6070 · Watermaster Legal Services				
6071 · BHFS Legal - Court Coordination	\$ 133,262	\$ 144,040	\$ (10,778)	92.5%
6072 · BHFS Legal - Rules & Regulations	-	10,495	(10,495)	0.0%
6073 · BHFS Legal - Personnel Matters	264,609	28,150	236,459	940.0%
6074 · BHFS Legal - Interagency Issues	-	40,536	(40,536)	0.0%
6077 · BHFS Legal - Party Status Maintenance	-	13,590	(13,590)	0.0%
6078 · BHFS Legal - Miscellaneous (Note 1)	100,521	177,240	(76,719)	56.7%
Total 6070 · Watermaster Legal Services	498,392	414,051	84,341	120.4%
6275 · BHFS Legal - Advisory Committee	6,492	27,764	(21,272)	23.4%
6375 · BHFS Legal - Board Meeting	38,931	88,704	(49,773)	43.9%
6375.1 · BHFS Legal - Board Workshop(s)	-	29,215	(29,215)	0.0%
8375 · BHFS Legal - Appropriative Pool	7,679	34,705	(27,026)	22.1%
8475 · BHFS Legal - Agricultural Pool	7,679	34,705	(27,026)	22.1%
8575 · BHFS Legal - Non-Ag Pool	7,679	34,705	(27,026)	22.1%
Total BHFS Legal Services	68,461	249,798	(181,337)	27.4%
6907.3 · WM Legal Counsel				
6907.31 · Archibald South Plume	-	12,565	(12,565)	0.0%
6907.32 · Chino Airport Plume	-	12,565	(12,565)	0.0%
6907.33 · Desalter/Hydraulic Control	-	38,680	(38,680)	0.0%
6907.34 · Santa Ana River Water Rights	1,601	21,405	(19,804)	7.5%
6907.36 · Santa Ana River Habitat	-	31,280	(31,280)	0.0%
6907.38 · Reg. Water Quality Cntrl Board	3,292	63,200	(59,908)	5.2%
6907.39 · Recharge Master Plan	77,813	14,270	63,543	545.3%
6907.41 · Prado Basin Habitat Sustainability	-	10,290	(10,290)	0.0%
6907.44 · SGMA Compliance	284	10,290	(10,006)	2.8%
6907.45 · OBMP Update	-	177,240	(177,240)	0.0%
6907.47 · 2020 Safe Yield Reset	36,137	80,190	(44,053)	45.1%
6907.48 · Ely Basin Investigation	5,633	64,890	(59,257)	8.7%
6907.49 · San Sevaine Basin Discharge	10,284	110,080	(99,796)	9.3%
6907.90 · WM Legal Counsel - Unanticipated	-	38,885	(38,885)	0.0%
Total 6907 · WM Legal Counsel	135,043	685,830	(550,787)	19.7%
Total Brownstein, Hyatt, Farber, Schreck Costs	\$ 701,896	\$ 1,349,679	\$ (647,783)	52.0%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Optimum Basin Management Plan (OBMP)

The following table details the Year-To-Date (YTD) Actual OBMP costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of February 28th, the target budget percentage is generally 67%.

	Year to Date Actual	FY 24-25 Budget	\$ Over / (Under) Budget	% of Budget
6900 · Optimum Basin Mgmt Plan				
6901.1 · OBMP - Document Review-WM Staff	\$ 23,301	\$ 95,294	\$ (71,993)	24.5%
6901.3 · OBMP - Field Work-WM Staff	1,153	50,870	(49,717)	2.3%
6901.5 · OBMP - General-WM Staff	62,341	81,120	(18,779)	76.9%
6901.7 · OBMP - Meeting-WM Staff	20,618	80,360	(59,742)	25.7%
6901.8 · OBMP - Meeting-West Yost	37,697	37,066	631	101.7%
6901.9 · OBMP - Reporting-WM Staff	5,934	11,040	(5,106)	53.7%
6901.95 · OBMP - Reporting-West Yost	46,980	62,606	(15,626)	75.0%
Total 6901 · OBMP WM and West Yost Staff	198,023	418,356	(220,333)	47.3%
6903 · OBMP - SAWPA				
6903 · OBMP - SAWPA Group	15,984	15,990	(6)	100.0%
Total 6903 · OBMP - SAWPA	15,984	15,990	(6)	100.0%
6906 · OBMP Engineering Services				
6906.1 · OBMP - Watermaster Model Update	6,552	67,596	(61,044)	9.7%
6906.21 · State of the Basin Report	57,222	195,188	(137,967)	29.3%
6906 · OBMP Engineering Services - Other	53,131	51,440	1,691	103.3%
Total 6906 · OBMP Engineering Services	116,905	314,224	(197,319)	37.2%
6907 · OBMP Legal Fees				
6907.31 · Archibald South Plume	-	12,565	(12,565)	0.0%
6907.32 · Chino Airport Plume	-	12,565	(12,565)	0.0%
6907.33 · Desalter/Hydraulic Control	-	38,680	(38,680)	0.0%
6907.34 · Santa Ana River Water Rights	1,601	21,405	(19,804)	7.5%
6907.36 · Santa Ana River Habitat	-	31,280	(31,280)	0.0%
6907.38 · Reg. Water Quality Cntrl Board	3,292	63,200	(59,908)	5.2%
6907.39 · Recharge Master Plan	77,813	14,270	63,543	545.3%
6907.41 · Prado Basin Habitat Sustainability	-	10,290	(10,290)	0.0%
6907.44 · SGMA Compliance	284	10,290	(10,006)	2.8%
6907.45 · OBMP Update	-	177,240	(177,240)	0.0%
6907.47 · 2020 Safe Yield Reset	36,137	80,190	(44,053)	45.1%
6907.48 · Ely Basin Investigation	5,633	64,890	(59,257)	8.7%
6907.49 · San Sevaine Basin Discharge	10,284	110,080	(99,796)	9.3%
6907.90 · WM Legal Counsel - Unanticipated	-	38,885	(38,885)	0.0%
Total 6907 · OBMP Legal Fees	135,043	685,830	(550,787)	19.7%
6909 · OBMP Other Expenses				
6909.6 · OBMP Expenses - Miscellaneous	-	-	-	0.0%
Total 6909 · OBMP Other Expenses	2,172	3,540	(1,368)	61.4%
Total 6900 · Optimum Basin Mgmt Plan	\$ 468,127	\$ 1,437,940	\$ (969,813)	32.6%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2024 to February 28, 2025

(Unaudited)

Judgment Administration

The following table details the Year-To-Date (YTD) Actual Judgment Administration costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of February 28th, the target budget percentage is generally 67%.

	Year to Date Actual	FY 24-25 Budget	\$ Over / (Under) Budget	% of Budget
5901 · Admin-WM Staff				
5901.1 · Admin-Doc. Review-WM Staff	\$ 41,200	\$ 93,860	\$ (52,660)	43.9%
5901.3 · Admin-Field Work-WM Staff	1,716	11,860	(10,144)	14.5%
5901.5 · Admin-General-WM Staff	6,381	81,090	(74,709)	7.9%
5901.7 · Admin-Meeting-WM Staff	24,182	39,710	(15,528)	60.9%
5901.8 · Admin-Meeting - West Yost	-	37,066	(37,066)	0.0%
5901.9 · Admin-Reporting-WM Staff	3,557	13,890	(10,333)	25.6%
Total 5901 · Admin-WM Staff	77,036	277,476	(200,440)	27.8%
5900 · Judgment Admin Other Expenses				
5906.71 · Admin-Data Req-CBWM Staff	45,202	101,048	(55,846)	44.7%
5906.72 · Admin-Data Req-Non CBWM Staff	33,399	37,008	(3,609)	90.2%
5910 · Court Coordination/Attend-WM	3,345	16,970	(13,625)	19.7%
5911 · Exhibit G-WM Staff	1,588	6,400	(4,812)	24.8%
5921 · Production Monitoring-WM Staff	60	5,440	(5,380)	1.1%
5925 · Ag Prod & Estimation-West Yost	19,707	31,096	(11,390)	63.4%
5931 · Recharge Applications-WM Staff	2,146	-	2,146	100.0%
5935 · Admin-Mat'l Phy Inj Requests	1,488	39,459	(37,972)	3.8%
5941 · Reporting-WM Staff	1,648	2,140	(492)	77.0%
5945 · WM Annual Report Prep-West Yost	12,659	16,924	(4,266)	74.8%
5951 · Rules & Regs-WM Staff	-	11,260	(11,260)	0.0%
5961 · Safe Yield-WM Staff	25,016	9,510	15,506	263.0%
5965 · Support Data Collect-West Yost	-	39,659	(39,659)	0.0%
5971 · Storage Agreements-WM Staff	6,190	13,000	(6,810)	47.6%
5981 · Water Acct/Database-WM Staff	63,747	108,290	(44,543)	58.9%
5991 · Water Transactions-WM Staff	4,703	5,330	(627)	88.2%
Total 5900 · Judgment Admin Other Expenses	220,898	443,534	(222,636)	49.8%
Total 5900 · Judgment Administration	\$ 297,934	\$ 721,010	\$ (423,076)	41.3%



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: April 24, 2025
TO: Board Members
SUBJECT: Consideration of Information Technology Services Contract Renewal with VC3 (Consent Calendar I.C.)

Issue: Board approval required for General Manager to sign IT service contract renewal. [Normal Course of Business]

Recommendation: Approve contract with VC3 as presented and authorize the General Manager to sign the contract.

Financial Impact: This item has been included in the FY 25/26 Budget.

ACTIONS:

Watermaster Board – April 24, 2025 [Recommended]: Approve contract with VC3 as presented and authorize the General Manager to sign the contract.

BACKGROUND

Watermaster has been utilizing VC3's managed Information Technology (IT) and cybersecurity services for its business needs, benefiting from their comprehensive solutions since the acquisition of Accent Computer Solutions in September 2022.

1. Watermaster initially signed a contract with Accent Computer Solutions as the office's IT service provider in November 2017.
2. In September 2022, VC3 acquired Accent Computer Solutions and assumed responsibility for Watermaster's IT services.
3. The contract renewal with VC3 reflects the integration of new and upgraded services tailored to enhance Watermaster's operations.

DISCUSSION

The contract renewal with VC3 will result in greater cost efficiency compared to the previous agreement. Specific details regarding the services included in this renewal are outlined in the attached contract (Attachment 1). This renewal is expected to generate an average monthly savings of \$800 compared to prior invoices under the previous "legacy" contract.

VC3's U.S. headquarters is located in Columbia, SC and Canadian headquarters in Edmonton, Alberta, with many business hubs located throughout the U.S., and specifically a local hub in Rancho Cucamonga. Their broad coverage area allows Watermaster access to seasoned IT professionals while preserving a local IT presence has made them a trusted partner for Watermaster for several years. The company has consistently proven to be reliable, offering excellent customer service and promptly addressing IT-related issues at the Watermaster office. Their ability to send technicians and software engineers to handle on-site technical problems has been invaluable.

The contract renewal also includes a number of service upgrades designed to enhance Watermaster's cybersecurity. These upgrades include the implementation of Multi-Factor Authentication (MFA), comprehensive cybersecurity training to protect against phishing and malicious emails, and the implementation of a more advanced endpoint detection and response protocol.

Finally, Watermaster has explored other options by soliciting quotes from other local IT service vendors. While the quotes were comparable in cost, the other companies offered significantly fewer services, were located much farther away, making urgent in-person transactions difficult. As a result, VC3 was deemed the clear choice for ongoing support.

ATTACHMENTS

1. VC3 Co-Manage Order



VC3 Co-Manage Order

Chino Basin Watermaster

9641 San Bernardino Rd.
Rancho Cucamonga, California 91730
United States

Todd Corbin

tcorbin@cbwm.org
9094843888

VC3

1301 Gervais St.
Suite 1800
Columbia, SC 29201
United States

Prepared by: Vera Takakura

Strategic Advisor
vera.takakura@vc3.com
+19496363146

Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Implementation Fee - Protect Shield Deployment Labor hours estimated at 8 hours.	1	\$1,400.00	\$1,400.00
Co-Managed Workstation Monitoring & Maintenance Workstation Monitoring & Maintenance Foundational Protection Components: EDR Including 24x7x365 SOC, Cloud Protect, Cloud Data Recovery, Cyber Aware Complete, Dark Web Credential Monitoring, Web Protection & Content Filtering, Email Protection & Spam Filtering, VC3 Security Team	16	\$50.00 / month	\$800.00 / month for 1 year

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
Co-Managed Server 24x7x365 Server Monitoring, Maintenance & Support Strategic IT Planning Foundational Protection Components: EDR Including 24x7x365 SOC, VC3 Security Team	5	\$225.00 / month	\$1,125.00 / month for 1 year
Co-Managed Network 24x7x365 Network Monitoring, Maintenance & Support Strategic IT Planning	1	\$225.00 / month	\$225.00 / month for 1 year
Overwatch Backup Appliance	1	\$699.00 / month	\$699.00 / month
Managed Firewall	1	\$55.18 / month	\$55.18 / month
OmniCloud Hosted Application 120GB per user (pooled)	17	\$17.00 / month	\$289.00 / month
Backup VM License	3	\$50.00 / month	\$150.00 / month
Backup Cloud Storage	1,952	\$0.25 / month	\$488.00 / month
M365 Business Standard NCE Annual Subscription	22	\$12.50 / month	\$275.00 / month
Microsoft 365 Audio Conferencing	5	\$2.50 / month	\$12.50 / month
SUMMARY			
Monthly subtotal			\$4,118.68
One-time subtotal			\$1,400.00

Comments

Prices shown above are valid for 30 days from date of Order.

This Order is entered into as of February 26, 2025 between VC3 Inc., a Delaware corporation ("Company") and Chino Basin Watermaster ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included server and network devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.

Foundational Protection

1. Deployment & Implementation Services:

1. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
 1. Configure monitoring service to monitor corporate domains in scope.
2. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
 1. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
 2. Maintaining active user list within the platform.
 3. Creating phishing campaigns targeting users on Client domain.
 4. Management of phishing campaigns monthly.
 5. Creating training campaigns, educating users on Client domain.
 6. Management of training campaigns monthly.
 7. Providing phishing / training reports to Client.
3. Configure **Endpoint Protect** – Endpoint Detection & Response (EDR).
 1. Deploy Endpoint Protect agent to all devices with Company RMM deployed.
 2. Configure initial policy settings for application whitelisting.
4. Provision **Email Protect** – Advanced Email Threat Protection platform.
 1. Deploy Email protect to Client Microsoft 365 environment.
 2. Updating MX Records.
 3. Customizing Spam settings.

4. Creating filter policies and approve/block sensor list items.
5. Provision **Web Protect** - Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
 1. Deployment of agent to all devices with Company RMM deployed.
 2. Initial configuration of web and content filtering policy within the solution.
6. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform.
 1. Authentication with Client Microsoft 365 and/or G Suite tenant.
 2. Alerting threshold tuned to meet industry best practices.
7. Provision **Cloud Data Recovery** – Microsoft 365 and/or G Suite Backup Service:
 1. Configure backups for all accounts licensed with appropriate Microsoft 365 and/or G Suite license.
 2. Backup the following items within Clients Microsoft 365 environment:
 1. SharePoint
 2. Teams
 3. OneDrive
 4. Exchange Online
 3. Backup the following items within Clients G Suite environment:
 1. Google Drive
 2. Google Calendar
 3. Gmail
 4. Google Shared Drives
 4. Configure infinite backup data retention.
 5. Configure backups to occur 3 times a day.
8. **M365 MFA**
 1. **Deployment & Implementation Services:**
 1. MFA Configuration: Configure all 365 users to have MFA enforced. Using authenticator app only.
 1. Kickoff Meeting with Client
 2. Create Conditional Access Policy to Enforce MFA on All Users
 3. Create Conditional Access Policy to Block Legacy Authentication
 4. Create Azure Conditional Access Policy to Enforce MFA on Administrators
 5. Create Azure Conditional Access Policy to Enforce MFA on Azure Management
 6. Enable but do not enforce MFA
 7. Create/Send Guide for MFA Enrolment
 8. Run Script/Report to confirm all users have enrolled
 9. Enforce MFA
 10. Provide End-User MFA support
 2. Provision/Setup M365 Entra ID Standards:
 1. Setting up base policy for all users accessing remote materials.
 2. Create Breakglass Account
 3. Setup/Confirm Auditing is enabled
 4. Limit GA roles and cloud only
 5. Consent for Apps
 6. Limit Guest invites to Guest users.

2. General Managed Security Services

1. **24x7 Monitoring and Incident Response Services:**

1. Provide 24X7 Incident response services for all included deployed services.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
4. 24X7 response to critical event driven Incidents.
5. Utilize industry best practices for remote access, control and management of all devices.
6. Monitor and maintain backups for the applicable M365 and/or G Suite tenant and accounts protected.
7. Perform periodic updates to the backup software such as patches, and updates.
8. Perform data recovery actions at the request of Client in line with priorities outlined in Addendum A

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual

planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.

3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Resolution of end-user reported problems.
3. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
4. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
5. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
6. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
7. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
8. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
3. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
4. Company will audit client Microsoft License usage during onboarding. Any licenses in use by Client but not shown in the products and services section above will be added to Client invoice at the MSRP set by Microsoft.
5. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
6. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.

7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

1. Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.
2. Upon execution of an Order, Company shall invoice Client for all non-recurring charges due for Company to commence Services, including any onboarding fees. Upon activation of the Services, billing shall commence, and Company shall invoice Client for monthly recurring charges in advance of providing managed services. If the Order start date does not fall on the first calendar day of a month, Company shall calculate the first month's Services on a prorated basis.
3. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
4. Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.
5. The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.
6. Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.
7. At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.
8. In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.
9. Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**

- System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 1. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 1. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Todd Corbin

tcorbin@cbwm.org

[sig|req|signer1]

Vera Takakura

vera.takakura@vc3.com

[sig|req|signer2]

RULES AND REGULATIONS UPDATE (Business Item II.A.)



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: April 24, 2025
TO: Board Members
SUBJECT: 2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations (Business Item II.A.)

Issue: The 2022 Chino Basin Watermaster Rules and Regulations need to be updated to reflect the January 10, 2025 Court Order regarding the Increase to Safe Storage Capacity. [Advisory Committee Approval Required]

Recommendation: Approve the 2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations.

Financial Impact: None

ACTIONS:

Appropriative Pool – April 10, 2025 [Final]: Provided Advice and Assistance
Non-Agricultural Pool – April 10, 2025 [Final]: Provided Advice and Assistance
Agricultural Pool – April 10, 2025 [Final]: Provided Advice and Assistance
Advisory Committee – April 17, 2025 [Final]: Approved by 80.00 votes
Watermaster Board – April 24, 2025 [Recommended]: Approval

BACKGROUND

The present Watermaster Rules and Regulations were last revised and adopted by the Watermaster Board in January 2022.

DISCUSSION

The Court's January 10, 2025 Order regarding the increase of the Safe Storage Capacity requires Watermaster to conform its Rules and Regulations so they are consistent with the Order.

At the April 10, 2025 the item was presented. The Appropriative Pool unanimously recommended Board approval with the reconsideration to not include clarification of the Court Order in section 1.1 (dd). The Overlying Non Agricultural Pool unanimously recommended its representatives to support at Advisory Committee subject to any changes they deem necessary and the Overlying Agricultural Pool recommended the item for Advisory Committee Approval unanimously as presented.

At the April 17, 2025 Advisory Committee meeting the item was presented and approved by 80.00 votes with the modifications suggested by the Appropriative Pool to delete the clarification in section 1.1 (dd).

ATTACHMENTS

1. Draft 2025 R&R
2. Draft 2025 R&R (Redline as approved by AC)

**CHINO BASIN WATERMASTER
RULES AND REGULATIONS**

2025 Update to 2022 version

TABLE OF CONTENTS

	Page
ARTICLE I GENERAL PROVISIONS	1
1.1 Definitions.....	1
1.2 Rules of Construction	10
1.3 Consistency with Judgment, Peace Agreement and Peace reement.. ..	11
1.4 No Prejudice.....	11
1.5 Amendment of Rules.. ..	12
1.6 Repeal of Existing Rules and Regulations.....	12
ARTICLE II ADMINISTRATION.....	13
2.1 Records.. ..	13
2.2 Regular Meetings.....	13
2.3 Special Meetings.....	13
2.4 Adjournment	13
2.5 Public Meetings/Hearings.....	13
2.6 Confidential Sessions.....	13
2.7 Notice.....	14
2.8 Quorum.....	14
2.9 Voting Procedures.....	14
2.10 Conflict of Interest.. ..	15
2.11 Minutes.. ..	15
2.12 Rules of Order.....	16
2.13 Compensation.	16
2.14 Employment of Experts and Agents.	16
2.15 Acquisition of Facilities.....	16
2.16 Investment of Funds.....	16
2.17 Borrowing.	16
2.18 Contracts.. ..	16
2.19 Cooperation with Other Agencies.....	16
2.20 Annual Administrative Budget.	17
2.21 Annual Report.....	17
2.22 Studies.....	17
2.23 Demonstrated CEQA Compliance.....	17
2.24 Notice of Litigation.....	17
2.25 Defense of Judgment.....	18
2.26 Written Reports.....	18
2.27 Interventions.	18
2.28 Advisory Committee and Pool Administration.....	18

TABLE OF CONTENTS
(continued)

	Page
ARTICLE III MONITORING	19
3.1 Meters..	19
3.2 Reporting by Producers.....	20
3.3 Error Corrections.	20
ARTICLE IV ASSESSMENTS, REIMBURSEMENTS AND CREDITS	21
4.1 Assessments..	21
4.2 OBMP Assessments.....	22
4.3 Assessment - Procedure.	22
4.4 Assessment Adjustments..	22
4.5 Credits Against OBMP Assessments and Reimbursements.	23
4.6 Agricultural Pool Assessments and Expenses.	23
4.7 Replenishment Assessments.	24
4.8 Desalter Replenishment Assessments and Credits..	24
4.9 Consistency with Peace Agreement.....	24
4.10 OBMP Committee..	24
ARTICLE V PHYSICAL SOLUTION.....	25
5.1 Physical Solution.	25
5.2 Watermaster Control.....	25
5.3 Basin Management Parameters.....	25
ARTICLE VI SAFE YIELD AND OPERATING SAFE YIELD	26
6.1 Annual Production Right..	26
6.2 New Yield.	26
6.3 Accounting of Unallocated Agricultural Portion of Safe Yield.....	27
6.4 Conversion Claims.....	27
6.5 Recalculation of Safe Yield.	28
ARTICLE VII RECHARGE	31
7.1 In General.....	31
7.2 Recharge of Supplemental Water.	34
7.3 Recharge of 6,500 Acre-Feet of Supplemental Water in Management Zone	34
7.4 Sources of Replenishment Water.....	35

TABLE OF CONTENTS

(continued)

	Page
7.5 Desalter Replenishment	35
7.6 Method of Replenishment.....	39
7.7 Accumulations.	39
7.8 In-Lieu and Other Negotiated Procedures:	39
ARTICLE VIII STORAGE	40
8.1 In General.....	40
8.2 Local Storage: Special Considerations	43
8.3 Groundwater Storage and Recovery Program; Special Considerations	45
8.4 Recapture.	47
ARTICLE IX TRANSFERS	48
9.1 In General.....	48
9.2 Application to Transfer.....	48
9.3 Integrated Watermaster Review.....	49
9.4 Transfer of Non-Agricultural Pool Production Rights.....	49
9.5 Early Transfer.	51
9.6 Voluntary Agreement.....	52
9.7 Assignment of Overlying Rights	52
ARTICLE X APPLICATIONS, CONTESTS AND COMPLAINTS	53
10.1 Notice and Opportunity to be Heard.....	53
10.2 Judicial Review.....	53
10.3 Applications for Watermaster Approval: In General.....	53
10.4 Recharge Applications	54
10.5 Transfer Applications.....	54
10.6 Qualifying Storage Agreements.....	55
10.7 Storage and Recovery Program	56
10.8 Recapture.	56
10.9 Credits Against OBMP Assessments and Reimbursements	57
10.10 Watermaster Summary and Notification of a Pending Application.	57
10.11 All Applications Considered by Pool Committees.	58
10.12 Watermaster Investigations of Applications.....	58
10.13 Contesting an Application.....	58
10.14 Contents of a Contest.....	58
10.15 Extensions of Time and Continuance for Good Cause.....	59

TABLE OF CONTENTS

(continued)

	Page
10.16 Applicant May Answer the Contest.....	59
10.17 Uncontested Applications by Parties to the Judgment.....	59
10.18 Contested Applications.....	60
10.19 Applications by Persons not Parties to the Judgment	60
10.20 Complaints in General.. ..	60
10.21 All Complaints Considered by Pool Committees.	61
10.22 Designation of Hearing Officer for Applications, Contests and Complaints.. ..	61
10.23 Duty of the Hearing Officer.....	61
10.24 Procedure at Hearings on Applications, Contests and Complaints.....	61
10.25 Watermaster Determinations.	63
10.26 Application, Contests, Complaints Fees and Expenses.	65

ARTICLE I GENERAL PROVISIONS

1.0 Title.

This document shall be known and may be referred to as the "2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations" adopted pursuant to the Judgment.

1.1 Definitions.

As used in these Rules and Regulations, these terms, including any grammatical variations thereof shall have the following meanings.

- (a) "Active Parties" means all parties to the Judgment other than those who have filed a written waiver of service of notices with Watermaster, pursuant to Paragraph 58 of the Judgment. [Judgment ¶ 4(a).]
- (b) "Adjusted Physical Production" shall have the definition given in section 7.5(b)(iv).
- (c) "Agricultural Pool" shall have the meaning of Overlying (Agricultural) Pool as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(a).]
- (d) "Agricultural Pool Committee" shall mean the designated representatives and alternates who serve on behalf of the Agricultural Pool.
- (e) "Annual or Year" means a fiscal year, July 1 through June 30 following, unless the context shall clearly indicate a contrary meaning. [Judgment ¶ 4(b).]
- (f) "Annual Production Right" means the total amount of water available to the Appropriative Pool in any year from all available sources (e.g., Carry-Over Water, assigned share of Operating Safe Yield, Transfers, New Yield, water Recaptured from Storage, land-use conversions, Early Transfer) which Watermaster shall determine can be Produced by the members of the Appropriative Pool free of a Replenishment Obligation.
- (g) "Answer" means the written response that may be filed to a Complaint or the reply to a Contest pursuant to the provisions of Article X.
- (h) "Applicant" means a person that files an Application for Watermaster approval of an action pursuant to Article X.
- (i) "Application" means a request filed by any person pursuant to the provisions of Article X, seeking (i) Watermaster approval of Recharge, Transfer, Recapture or Qualifying Storage operations or activities or (ii) for Watermaster approval of a credit or reimbursement.
- (j) "Appropriative Pool" shall have the meaning as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(b).]

- (k) "Basin Water" means Groundwater within the Chino Basin which is part of the Safe Yield, Operating Safe Yield, New Yield), or Replenishment Water in the Basin as a result of operations under the Physical Solution decreed in the Judgment. Basin Water does not include "Stored Water" under the Judgment and the Peace Agreement. [Judgment ¶ 4(d).]
- (l) "Best Efforts" means reasonable diligence and reasonable efforts under the totality of the circumstances. [Peace Agreement § 1.1(d).] Note: a rule of construction applies to this definition. See section 1.2(e) below.
- (m) "CBWCD" means the Chino Basin Water Conservation District. [Peace Agreement § 1.1(e).]
- (n) "Carry-Over Right" means the annual unpumped share of Safe Yield and Operating Safe Yield that is reserved to be pumped first the following year by the members of the Non-Agricultural Pool and the Appropriative Pool respectively. [Based on the Judgment Exhibit "G" ¶ 7 and Exhibit "H" ¶ 12.]
- (o) "Carry-Over Water" means the un-Produced water in any year that may accrue to a member of the Non-Agricultural Pool or the Appropriative Pool and that is Produced first each subsequent Fiscal Year or stored as Excess Carry-Over. (Judgment Exhibit H ¶ 12.)
- (p) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq; 14 California Code of Regulations 15000 et seq. [Peace Agreement § 1.1(f).]
- (q) "Chino Basin" or "Basin" means the Groundwater basin underlying the area shown on Exhibit "B" to the Judgment and within the boundaries described on Exhibit "K" to the Judgment. [Judgment ¶ 4(f) and Peace Agreement § 1.1(g).]
- (r) "Chino Basin Watershed" means the surface drainage area tributary to and overlying Chino Basin. [Judgment ¶ 4(g) and Peace Agreement § 1.1(h).]
- (s) "Chino I Desalter," also known as the SAWPA Desalter, means the Desalter owned and operated by PC 14 with a present capacity of approximately eight (8) million gallons per day (mgd) and in existence on the Effective Date. [Peace Agreement § 1.1(i).]
- (t) "Chino I Desalter Expansion" means the planned expansion of the Chino I Desalter from its present capacity of approximately eight (8) mgd to a capacity of up to fourteen (14) mgd. [Peace Agreement § 1.1(j).]
- (u) "Chino II Desalter" means a new Desalter not in existence on the Effective Date with a design capacity of approximately ten (10) mgd, to be constructed and operated consistent with the OBMP and to be located on the eastside of the Chino Basin. [Peace Agreement § 1.1(k).]

- (v) "Chino North Management Zone" means the Chino North Management Zone, as it is illustrated in the 2004 Basin Plan amendment (Regional Water Quality Control Board Resolution R8-2004-0001, "Resolution Amending the Water Quality Control Plan for the Santa Ana River Basin to Incorporate an Updated Total Dissolved Solids (TDS) and Nitrogen Management Plan for the Santa Ana Region Including Revised Groundwater Subbasin Boundaries, Revised TDS and Nitrate-Nitrogen Quality Objectives for Groundwater, Revised TDS and Nitrogen Wasteload Allocations, and Revised Reach Designations, TDS and Nitrogen Objectives and Beneficial Uses for Specific Surface Waters").
- (w) "Committee(s)" means any of the Pool Committees or the Watermaster Advisory Committee as the context may compel.
- (x) "Complainant" means a party to the Judgment that files a Complaint pursuant to Article X.
- (y) "Complaint" means a claim filed by a party to the Judgment with Watermaster pursuant to the provisions of Article X.
- (z) "Contest" means an objection filed by a party to the Judgment pursuant to the provisions of Article X.
- (aa) "Contestant" means a party to the Judgment that files a Contest pursuant to the provisions of Article X.
- (bb) "Court" means the court exercising continuing jurisdiction under the Judgment. [Peace Agreement § 1.1(1).]
- (cc) "Court's Findings and Order, dated July 21, 2021" shall mean the Court's Findings and Order Re Motion Regarding Implementation of the Local Storage Limitation Solution, dated July 21, 2021.
- (dd) "Court's Findings and Order, dated March 15, 2019" shall mean the Court's Findings and Order Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule, dated March 15, 2019.
- (ee) "Court's Orders, dated April 28, 2017" shall mean the Court's Orders for Watermaster's Motion Regarding the 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6, dated April 28, 2017.
- (ff) "Court's Orders, dated July 31, 2020" shall mean the Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6, dated July 31, 2020.
- (gg) "Court's Order, dated January 10, 2025" shall mean the Court's Findings and Order Granting Motion to Increase the Safe Storage Capacity of the Chino Basin, dated January 10, 2025.

- (hh) "Date of Execution" means the first day following the approval and execution of the Peace Agreement by the last Party to do so which date is August 1, 2000. [Peace Agreement § 1.1(m).]
- (ii) "Desalter" and "Desalters" means the Chino I Desalter, Chino I Desalter Expansion, the Chino II Desalter, related facilities and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin Water, including extraction wells, transmission facilities for delivery of groundwater to the Desalter, Desalter treatment and delivery facilities for the desalted water including pumping and storage facilities, and treatment and disposal capacity in the SARI System. [Peace Agreement § 1.1(n).]
- (jj) "Early Transfer" means the reallocation of Safe Yield in accordance with the Peace Agreement where water from the Agricultural Pool is made available to the Appropriative Pool on an annual basis. [Peace Agreement § 1.1(o).]
- (kk) "Effective Date" refers to the Effective Date of the Peace Agreement and means October 1, 2000. [Peace Agreement § 1.1(p).]
- (ll) "Excess Carry-Over Water" means Carry-Over Water which in aggregate quantities exceeds a party's share of Safe Yield in the case of the Non-Agricultural Pool, or the assigned share of Operating Safe Yield in the case of the Appropriative Pool, in any year.
- (mm) "Future Desalters" means enlargement of the Chino I Desalter to a capacity greater than the Chino I Expansion or enlargement of the Chino II Desalter and any other new Desalter facilities that may be needed to carry out the purposes of the OBMP over the term of the Peace Agreement. [Peace Agreement § 1.1(q).]
- (nn) "General law" means all applicable state and federal laws. [Peace Agreement § 1.1(r).]
- (oo) "Groundwater" means all water beneath the surface of the ground. [Judgment ¶ 4(h) and Peace Agreement § 1.1(s).]
- (pp) "Groundwater Storage Agreement" means either a Local Storage Agreement or an agreement in connection with a Storage and Recovery Program.
- (qq) "Hydraulic Control" means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. [Peace II Agreement § 1.1(b).]
- (rr) "Hydrologic Balance" means the maintenance of total inflow at a level generally equivalent to total outflow as measured over an appreciable period of time that is sufficient to account for periodic changes in climate and watershed, basin and land management conditions.

- (ss) "IEUA" means the Inland Empire Utilities Agency, referred to in the Judgment as Chino Basin Municipal Water District. [Peace Agreement § 1.1(t).]
- (tt) "In-lieu Recharge" means taking supplies of Supplemental Water in lieu of pumping groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, as provided in Exhibit "H" Paragraph 11 of the Judgment. [Peace Agreement § 1.1(u).]
- (uu) "Judgment" means the Judgment dated January 27, 1978, in San Bernardino County Case No. 164327 (redesignated as San Bernardino County Case No. RCV RS51010) as restated pursuant to Order Adopting Restated Judgment, dated September 27, 2012, amended pursuant to Order Approving Amendments to Restated Judgment and Rules and Regulations Regarding Compensation of Watermaster Board Members, dated August 22, 2014, Court's Orders, dated April 28, 2017, Court's Findings and Order, dated March 15, 2019, Court's Order Granting Motion for Court Approval of Amendments to Restated Judgment Regarding Compensation of Watermaster Pool and Advisory Committee Members, dated June 26, 2020, Court's Orders, dated July 31, 2020, and other such amendments. [See Peace Agreement § 1.1(v).]
- (vv) "Leave Behind" means a contribution to the Basin from water held in storage within the Basin under a Storage and Recovery Agreement that may be established by Watermaster from time to time that may reflect any or all of the following: (i) actual losses; (ii) equitable considerations associated with Watermaster's management of storage agreements; and (iii) protection of the long-term health of the Basin against the cumulative impacts of simultaneous recovery of groundwater under all storage agreements. [Peace II Agreement § 1.1(c).]
- (ww) "Local Imported Water" is water from any origin, native or foreign which was not available for use or included in the calculation of Safe Yield of the Chino Basin at the time the Judgment was entered. [Based on Judgment 49(c).] Local Imported Water is reported by Watermaster in its annual report.
- (xx) "Local Storage" means water held in a storage account pursuant to a Local Storage Agreement between a party to the Judgment and Watermaster. Local Storage accounts may consist of: (i) a Producer's unproduced Excess Carry-Over Water or (ii) a party to the Judgment's Supplemental Water, up to a cumulative maximum of one hundred thousand (100,000) acre-feet for all parties to the Judgment stored in the Basin on or after July 1, 2000 or (iii) that amount of Supplemental Water previously stored in the Basin on or before July 1, 2000 and quantified in accordance with the provisions and procedures set forth in Section 7.2 of these Rules and Regulations, or (iv) that amount of water which is or may be stored in the Basin pursuant to a Storage Agreement with Watermaster which exists and has not expired before July 1, 2010. [Peace Agreement § 1.1(x).] As to that portion of the Maximum Local Storage Quantity in excess of the initial 500,000 AF Safe Storage Capacity, Local Storage accounts may consist of

Producers' Excess Carry-Over Water or parties' to the Judgment's Supplemental Water.

- (yy) "Local Storage Agreement" means a Groundwater Storage Agreement for Local Storage.
- (zz) "Material Physical Injury" means material injury that is attributable to the Recharge, Transfer, Storage and Recovery, management, movement or Production of water, or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift (lower water levels) and adverse impacts associated with rising Groundwater. Material Physical Injury does not include "economic injury" that results from other than physical causes. Once fully mitigated, physical injury shall no longer be considered to be material. [Peace Agreement § 1.1(y).]
- (aaa) "Maximum Local Storage Quantity" means the maximum quantity of water that may be held in Local Storage, when combined with Carry-Over Water, is 900,000 acre-feet until June 30, 2040. [Court's Order, dated January 10, 2025.]
- (bbb) "Metropolitan Water District" or "MWD" means the Metropolitan Water District of Southern California. [Peace Agreement § 1.1(z).]
- (ccc) "Minimal Producer" means any producer whose Production does not exceed ten (10) acre-feet per year. [Judgment ¶ 4(j).]
- (ddd) "New Yield" means proven increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of rising water, capture of available storm flow, operation of the Desalters and related facilities, induced Recharge and other management activities implemented and operational after June 1, 2000. [Peace Agreement § 1.1(aa).]
- (eee) "Non-Agricultural Pool" shall have the meaning as used in the Judgment for the Overlying (Non-Agricultural) Pool and shall include all its members. [Peace Agreement § 1.1(bb).]
- (fff) "OBMP" means the Optimum Basin Management Program, which consists of the OBMP Phase I Report and the OBMP Implementation Plan, which shall be implemented consistent with the provisions of Article V of the Peace Agreement. [July 13, 2000 Court Order.]
- (ggg) "OBMP Assessments" means assessments levied by Watermaster for the purpose of implementing the OBMP. [Peace Agreement § 1.1(cc).] Note: a rule of construction applies to this definition. See section 1.2(f) below.
- (hhh) "OBMP Implementation Plan" means Exhibit "B" to the Peace Agreement, as supplemented by the 2007 Supplement thereto.

- (iii) "OCWD" means the Orange County Water District. [Peace Agreement § 1.1(dd).]
- (jjj) "Operating Safe Yield" means the annual amount of Groundwater which Watermaster shall determine, pursuant to criteria specified in Exhibit "I" to the Judgment, can be Produced from Chino Basin by the Appropriative Pool parties free of Replenishment obligation under the Physical Solution. [Judgment ¶ 4(1) and Peace Agreement § 1.1(ee).]
- (kkk) "Overdraft" means a condition wherein the total annual Production from the Basin exceeds the Safe Yield thereof, as provided in the Judgment. [Judgment ¶ 4(m) and Peace Agreement § 1.1(ff).]
- (lll) "Overlying Right" means the appurtenant right of an owner of lands overlying Chino Basin to Produce water from the Basin for overlying beneficial use on such lands. [Judgment ¶ 4(n).]
- (mmm) "PC 14" means Project Committee No. 14, members of SAWPA, composed of IEUA, WMWD, and OCWD, pursuant to Section 18 of the SAWPA Joint Exercise of Powers Agreement which now constitutes the executive Authority through which SAWPA acts with respect to the Chino I Desalter and other facilities, programs and projects. [Peace Agreement § 1.1(ll).]
- (nnn) "Party" or "Parties" means a Party to the Peace Agreement or Peace II Agreement. [Peace Agreement § 1.1(gg); Peace II Agreement § 1.1(e).]
- (ooo) "Party" or "parties to the Judgment" means a party to the Judgment. [Peace Agreement § 1.1(hh).]
- (ppp) "Peace Agreement" means the agreement dated June 29, 2000 among various parties to the Judgment identified therein and approved by Watermaster, as amended by the First Amendment to Peace Agreement dated September 2, 2004, the Second Amendment to Peace Agreement, dated September 21, 2007, and as shown in Attachment A to the Court's Findings and Order, dated March 15, 2019.
- (qqq) "Peace II Agreement" means the agreement dated September 21, 2007 among various parties to the Judgment identified therein and approved by Watermaster, as amended as shown in Attachment A to the Court's Findings and Order, dated March 15, 2019.
- (rrr) "Person" means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature including but not limited to the State of California and the Department of Water Resources. [Judgment ¶ 4(o).]

- (sss) "Physical Solution" shall have the meaning of the Physical Solution as described in the Judgment.
- (ttt) "Produce" or "Produced" means to pump or extract groundwater from the Chino Basin. [Judgment 4(q) and Peace Agreement § 1.1(ii).]
- (uuu) "Producer" means any person who Produces water from the Chino Basin. [Judgment ¶ 4(r) and Peace Agreement § 1.1(jj).]
- (vvv) "Production" means the annual quantity, stated in acre-feet, of water Produced from the Chino Basin. [Judgment ¶ 4(s) and Peace Agreement § 1.1(kk).]
- (www) "Public Hearing" means a hearing of Watermaster held pursuant to the Judgment other than as provided in Article X herein.
- (xxx) "Qualifying Storage" means the storage of Supplemental Water, Excess Carry-Over Water after July 1, 2010 or to participate in a Storage and Recovery Program.
- (yyy) "Qualifying Storage Agreement" means an agreement with Watermaster to store Supplemental Water, Excess Carry-Over Water after July 1, 2010 or to store water by participation in a Storage and Recovery Program.
- (zzz) "Recapture" and "Recover" means the withdrawal of water stored in the Basin under a Groundwater Storage Agreement.
- (aaaa) "Recharge" and "Recharge Water" means the introduction of water into the Basin, directly or indirectly, through injection, percolation, delivering water for use in-lieu of Production or other method. Recharge references the physical act of introducing water into the Basin. Recharge includes Replenishment Water but not all Recharge is Replenishment Water. [Peace Agreement § 1.1(nn).] Note: a rule of construction applies to this definition. See section 1.2(g) below.
- (bbbb) "Recycled Water" means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource, referred to as "reclaimed water" in the Judgment. [Judgment ¶ 4(u) and Peace Agreement § 1.1(pp).]
- (cccc) "Re-Operation" means the controlled overdraft of the Basin by the managed withdrawal of groundwater Production for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 acre-feet authorized by paragraph 3 of the Engineering Appendix Exhibit I to the Judgment, to 600,000 acre-feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution. [Peace II Agreement § 1.1(d).] The Court-approved schedule for access to Re-Operation water during the period of 2013-14 through 2029-30 is attached hereto as Exhibit "B."

- (dddd) "Reset Technical Memorandum" means the memorandum, dated October 6, 2022, attached hereto and incorporated herein as Exhibit "A," which sets forth the methodology pursuant to which the Safe Yield is evaluated or reset.
- (eeee) "Replenishment Obligation" means the quantity of water that Watermaster must purchase to replace Production by any Pool during the preceding Fiscal Year which exceeds that Pool's allocated share of Safe Yield or Operating Safe Yield in the case of the Appropriative Pool. The quantity of a Producer's Over-Production and the Replenishment Obligation is determined after Watermaster takes into account any Transfers of water or any Recovery from storage in the same year, and takes into account the Appropriative Pool obligation as a result of the implementation of the Peace Agreement, if any. [Judgment ¶ 45.]
- (ffff) "Replenishment Water" means Supplemental Water used to Recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in-lieu of Production and use of Safe Yield or Operating Safe Yield. [Judgment ¶ 4(v) and Peace Agreement § 1.1(oo).]
- (gggg) "Responsible Party" means the owner, co-owner, lessee or other person(s) designated by multiple parties interested in a well as the person responsible for purposes of filing reports with Watermaster pursuant to the Judgment ¶ 4(w). [Judgment, ¶ 4(w).]
- (hhhh) "Rules and Regulations" means this 2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations as authorized pursuant to the Judgment, adopted by the Watermaster on April 24, 2025 and as they may be amended from time to time. They are to be distinguished from the previous Watermaster Rules and Regulations that were repealed and replaced by the same action adopting and approving these Rules and Regulations.
- (iiii) "Safe Yield" means the long-term average annual quantity of groundwater (excluding Replenishment Water or Stored Water but including return flow to the Basin from use of Replenishment or Stored Water) which can be Produced from the Basin under cultural conditions of a particular year without causing an undesirable result. [Judgment ¶ 4(x) and Peace Agreement § 1.1(qq).]
- (jjjj) "SAWPA" means the Santa Ana Watershed Project Authority. [Peace Agreement § 1.1(ss).]
- (kkkk) "Sphere of Influence" has the same meaning as set forth in Government Code Section 56076.
- (llll) "Storage and Recovery Program" means the use of the available storage capacity of the Basin by any person under the direction and control of Watermaster pursuant to a Court approved Groundwater Storage Agreement but excluding "Local Storage," including the right to export water for use outside the Chino

Basin and typically of broad and mutual benefit to the parties to the Judgment. [Peace Agreement §1.1(uu).]

- (mmmm) "Stored Water" means Supplemental Water held in storage, as a result of direct spreading, injection or in-lieu delivery, for subsequent withdrawal and use pursuant to a Groundwater Storage Agreement with Watermaster. [Judgment ¶ 4(aa) and Peace Agreement § 1.1(vv).]
- (nnnn) "Supplemental Water" means water imported to Chino Basin from outside the Chino Basin Watershed and Recycled Water. [Judgment ¶ 4(bb) and Peace Agreement § 1.1(wv).]
- (oooo) "Transfer" means the assignment (excepting an assignment by a member of the Non-Agricultural Pool or the Agricultural Overlying Pool), lease, or sale of a right to Produce water to another Producer within the Chino Basin or to another person or entity for use outside the Basin upon the person's intervention in conformance with the Judgment. [Peace Agreement § 1.1(xx).]
- (pppp) "TVMWD" means Three Valleys Municipal Water District (referred to in the Judgment as Pomona Valley Municipal Water District). [Peace Agreement § 1.1(yy).]
- (qqqq) "Uniform Groundwater Rules and Regulations" (UGRR) means the Uniform Groundwater Rules and Regulations that were in effect on December 31, 2000.
- (rrrr) "Watermaster" means Watermaster as the term is used in the Judgment. [Peace Agreement § 1.1 (zz).]
- (ssss) "WMWD" means Western Municipal Water District. [Judgment ¶ 4(cc) and Peace Agreement § 1.1(bbb).]

1.2 Rules of Construction

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "may" is permissive;
 - (iv) "or" is not exclusive;
 - (v) "includes" and "including" are not limiting; and
 - (vi) "between" includes the ends of the identified range.
- (b) The masculine gender shall include the feminine and neuter genders and vice versa.

- (c) Reference to any agreement, document, instrument, or report means such agreement, document, instrument or report as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof
 - (d) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder. [Peace Agreement § 1.2.]
 - (e) "Best Efforts" as defined in section 1.1 (l) above, shall be construed to mean that indifference and inaction do not constitute Best Efforts. However, futile action(s) are not required. [Peace Agreement § 1.1(d).]
 - (f) OBMP Assessments as defined in section 1.1(ggg) above, shall be deemed Administrative Expenses under Paragraph 54 of the Judgment. OBMP Assessments do not include assessments levied as provided in Section 5.1(g) of the Peace Agreement. Upon the expiration of the Peace Agreement, no conclusion of "general benefit" may be drawn based upon the manner in which the assessments have been made during the term of the Peace Agreement. [Peace Agreement § 1.1(cc).]
 - (g) The definition of the terms Recharge and Recharge Water in section 1.1(aaaa) above, shall not be construed to limit or abrogate the authority of CBWCD under general law. [Peace Agreement § 1.1(nn).]
 - (h) The right of a party to receive a credit if Watermaster compels a Groundwater Production facility to be shut down and/or moved under section 4.5 below, shall not be construed in determining the extent of Watermaster's authority under the Judgment, if any, to compel the shut-down of a well.
 - (i) These Rules and Regulations should not be construed as placing any limitation on the export of Supplemental Water other than as may be provided in the Judgment, except as may be necessary as a condition to prevent Material Physical Injury (see specifically section 8.3 below).
- 1.3 Consistency with Judgment, Peace Agreement, and Peace II Agreement. These Rules and Regulations shall be construed consistent with the Judgment, the Peace Agreement, and the Peace II Agreement. In the event of a conflict between these Rules and Regulations and the Judgment, the Peace Agreement, or the Peace II Agreement, the Judgment, the Peace Agreement, and Peace II Agreement shall prevail. In the event of a conflict between the Peace Agreement, or the Peace II Agreement and the Judgment, the Judgment shall control.
- 1.4 No Prejudice. No provision of these Rules and Regulations shall be used to construe the power and authority of the Advisory Committee or the Watermaster Board inter-se under the Judgment.

- 1.5 Amendment of Rules. These Rules and Regulations may be amended by Watermaster only upon the prior approval of the Watermaster Advisory Committee.
- 1.6 Repeal of Existing Rules and Regulations. Watermaster's existing Rules and Regulations are repealed upon the adoption of this 2025 Update to the 2022 Chino Basin Watermaster Rules and Regulations and along with the previously repealed Uniform Groundwater Rules and Regulations, they will have no further force and effect. However, all other rules and regulations, which includes the Rules for the Advisory Committee and for each of the three Pools, shall remain in effect.

ARTICLE II ADMINISTRATION

- 2.0 Principal Office. The principal office of Watermaster shall be the Chino Basin Watermaster business office, currently located at 9641 San Bernardino Road, Rancho Cucamonga, California 91730, telephone number 909-484-3888, fax number 909-484-3890, and e-mail info@cbwm.org, or at such other location or locations as may be designated from time to time by Watermaster Resolution and filed with the Court.
- 2.1 Records. The minutes of Watermaster meetings shall be open to inspection and maintained at the principal office. [Based on Judgment ¶ 37(d).] Copies of minutes may be obtained upon payment of the duplication costs thereof. Copies of other records may be obtained on the payment of the duplication costs thereof and pursuant to Watermaster policy. Watermaster shall maintain a website (presently www.cbwm.org). Watermaster Staff shall publish those records and other matters that it deems to be of interest to the parties to the Judgment, the general public or the Court on its website.
- 2.2 Regular Meetings. Regular meetings shall be held at the principal office of Watermaster pursuant to Watermaster policy at such time(s) as may be contained in the necessary notice(s) thereof [Based on Judgment ¶ 37 (b).] As a matter of policy, Watermaster shall generally operate in accordance with the provisions of the California Open Meetings Law (Brown Act). However, in the event of conflict, the procedures set forth in these Rules and Regulations shall control.
- 2.3 Special Meetings. Special meetings may be called at any time by a majority of the Watermaster Board by delivering notice thereof at least twenty-four (24) hours before the time of each such meeting in the case of personal delivery (including faxes and e-mail), and ninety-six (96) hours in the case of mail. [Based on Judgment ¶ 37 (c).]
- 2.4 Adjournment. Any meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held. [Based on Judgment ¶ 37 (e).]
- 2.5 Public Meetings/Hearings. All meetings, whether regular or special, shall be open to the public unless they are properly designated as a confidential session. Whenever a Public Hearing shall be required therein, written notice of such public hearing containing the time, date and place of Public Hearing, together with the matter to be heard thereat, shall be given to all Active Parties and each such person who has requested, in writing, notice of such meeting, at least ten (10) days prior to said Public Hearing. At such Public Hearing, evidence shall be taken with regard to only the matters noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions shall be issued and made available for public inspection. Notwithstanding the provisions of this section 2.5, the provisions of Article X shall control when applicable.
- 2.6 Confidential Sessions.

- (1) The Watermaster Board may hold confidential sessions authorized by this Rule .A confidential session may be held by the Watermaster Board and, at a minimum, the chairs of the three Pools (Appropriative, Agricultural and Non-Agricultural) to, in a manner consistent with the Judgment:
 - (i) meet with counsel to discuss or act on pending or threatened litigation involving Watermaster; or
 - (ii) discuss personnel matters of Watermaster employees involving individual employees; or
 - (iii) discuss contract negotiations involving Watermaster.
 - (2) Minutes shall not be taken for confidential sessions of the Watermaster Board, but a confidential memorandum shall be prepared to describe attendance and votes on decisions.
 - (3) Notice of confidential sessions of the Watermaster Board shall be as provided in section 2.7.
 - (4) A report on any action taken at the confidential session of the Watermaster Board shall be given both immediately following the conclusion of the confidential session and at the next regular meeting of the Watermaster Board.
 - (5) The Advisory Committee may hold a confidential session on any matter authorized by its own resolution.
- 2.7 Notice. Notices shall be given in writing to all Active Parties and each such person who has requested notice in writing, and shall specify the time and place of the meeting and the business to be transacted at the meeting. Notice may be provided by either facsimile or e-mail delivery if the party so consents to such delivery. [Based on Judgment ¶ 37(c).] Delivery of notice shall be deemed made on the date personally given or within ninety-six (96) hours of deposit thereof in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such person. Copies of all notices shall be published on the Watermaster website. Watermaster will maintain a current list of the names of active parties and their addresses for the purpose of providing service, and will maintain a current list of the names and addresses of all parties to the Judgment. [Judgment ¶ 58.]
- 2.8 Quorum. A majority of the Board acting as Watermaster shall constitute a quorum for the transaction of the affairs or business. [Based on Judgment ¶ 35.]
- 2.9 Voting Procedures. Only action by affirmative vote of a majority of the members of the Watermaster Board present and acting as Watermaster shall be effective. All actions may be adopted by voice vote, but upon demand of any member of a Board acting as Watermaster, the roll shall be called and the ayes and noes recorded in the minutes of the proceedings. Every member of a Board acting as Watermaster, in attendance, unless

disqualified by reason of an opinion of the Watermaster counsel that the member of the board has a conflict of interest, shall be required to vote.

2.10 Conflict of Interest. Watermaster is an interest based governing structure in which various interests must be represented in decision-making. It is expected and preferred that each interest be allowed to participate in Watermaster decisions except as provided in these Rules and Regulations. Each member of the Watermaster Board or the Advisory Committee shall vote on matters before the Board or Advisory Committee unless that member has a conflict of interest as described in this Rule or other provision of general law. No member of the Watermaster Board or Advisory Committee may vote, participate in meetings or hearings pertaining to, or otherwise use his or her position to influence a Watermaster decision in which he knows or has reason to know he has both a direct personal and financial interest.

(a) Subject to the qualification provided for in section 2.10(b) herein, a member of the Watermaster Board or Advisory Committee is deemed to have a direct personal and financial interest in a decision where it is reasonably foreseeable that the decision will have a material effect on the Watermaster member, members of his or her immediate family, or the Watermaster member's other business, property, and commercial interests.

(b) To be classified as a direct personal and financial interest, the particular matter must be distinguishable from matters of general interest to the respective pool (Appropriative, Non-Agricultural, or Agricultural) or party to the Judgment, which the Watermaster member has been appointed to represent on the Watermaster Board or Advisory Committee. The member must stand to personally gain discrete and particular advantage from the outcome of the decision beyond that generally realized by any other person or the interests he or she represents. Moreover, Watermaster representatives are expressly intended to act in a representative capacity for their constituents. A member of the Board or Advisory Committee shall not be considered to have a discrete and particular financial advantage unless a decision may result in their obtaining a financial benefit that is not enjoyed by any other person. In those instances where the Board member or Advisory Committee member does have a conflict of interest, that respective interest may be represented by that interest's designated alternate and the Board or Advisory Committee member with the identified conflict of interest may address the Board or Committee or participate in the hearing or meeting as a party to the Judgment.

2.11 Minutes. The secretary (or in the absence thereof any person so designated at said meeting) shall cause the preparation and subscription of the minutes of each meeting and make available a copy thereof to all Active Parties and each person who has filed a request for copies of all minutes or notices in writing. The minutes shall constitute notice of all actions therein reported. Unless a reading of the minutes is ordered by a majority of the members of the Board acting as Watermaster, minutes may be approved without reading. [Based on Judgment ¶ 37(d).] Watermaster shall publish a copy of its minutes on the Watermaster website.

- 2.12 Rules of Order. Except as may be provided herein, the procedures of the conduct of any meeting shall be governed by the latest revised edition of Roberts' Rules of Order. However, such rules, adopted to expedite the transaction of the business in an orderly fashion, are deemed to be procedural only and failure to strictly observe such rules shall not affect the jurisdiction or invalidate any action taken at a meeting that is otherwise held in conformity with law.
- 2.13 Compensation. Members of Watermaster shall receive compensation from Watermaster for attendance at meetings, regular or special, in an amount as approved by the Court, together with reasonable expenses related to the respective activities thereof, subject to applicable provisions of law. A Watermaster Board member has three Options with regard to payment of compensation. Option 1 is have the payment payable directly to the Board member under the Board member's name; Option 2 is to have the payment payable directly to the Board member's employer/agency; and Option 3 is for the Board member to waive the compensation payment. Option 1 or 2 requires completion and submission of a signed W •9 form. [Based on Judgment ¶ 18 (as amended).]
- 2.14 Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as it may deem appropriate and shall require appropriate bonds from all officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of allocating costs of such services as well as of all other expenses of Watermaster administration as between the several pools established by the Physical Solution of the Judgment. No member of the Watermaster Advisory Committee or any Pool Committee may be employed or compensated by Watermaster for professional or other services rendered to such committee or to Watermaster other than as provided in section 2.13 above. [Based on Judgment ¶ 20.]
- 2.15 Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all necessary facilities and equipment; provided, that it is not the intent of the Judgment that Watermaster acquire any interest in real property or substantial capital assets. [Judgment ¶ 19 and Peace Agreement § 5.1(h).]
- 2.16 Investment of Funds. Watermaster may hold and invest all Watermaster funds in investments authorized from time to time for public agencies of the State of California, taking into consideration the need to increase the earning power of such funds and to safeguard the integrity thereof. [Based on Judgment ¶ 23.]
- 2.17 Borrowing. Watermaster may borrow from time to time, amounts not to exceed the annual anticipated receipts of Watermaster during such year. [Judgment ¶ 24.]
- 2.18 Contracts. Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgment.
- 2.19 Cooperation with Other Agencies. Watermaster may, subject to the prior recommendation of the Advisory Committee, act jointly or cooperate with agencies of the United States of America, and the State of California or any political subdivisions, municipalities, districts

or any person to the end that the purpose of the Physical Solution of the Judgment may be fully and economically carried out. [Based on Judgment ¶ 26.]

- 2.20 Annual Administrative Budget. Watermaster shall submit to the Advisory Committee, after Pool Committee review and approval, an administrative budget and recommendation for action for each subsequent Fiscal Year on or before March 1. The Advisory Committee shall review and submit the budget and their recommendations to Watermaster on or before April 1, next following. Watermaster shall hold a public hearing on the budget which was approved by Advisory Committee at an April meeting of each year and adopt the annual administrative budget which shall include the administrative items for each committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to make a proper allocation of expenses among the several pools, together with Watermaster's proposed allocation. The budget shall contain such additional comparative information or explanation as the Advisory Committee may recommend from time to time. Expenditures within the budgeted items may thereafter be made by Watermaster in the exercise of its powers, as matter of course. Any budget transfer in excess of 20% of a budget category, or modification of the administrative budget during any year shall be first submitted to the Advisory Committee for review and recommendation. [Based on Judgment ¶ 30.]
- 2.21 Annual Report. Watermaster shall prepare and make available an annual report, which shall be filed on or before January 31 of each year and shall contain details as to the operation of each of the pools, a certified audit of all assessments and expenditures pursuant to the Physical Solution of the Judgment and a review of Watermaster activities. [Based on Judgment ¶ 48.] The annual report shall generally include an update on the status of the parties' efforts to implement the OBMP. On a biannual basis, the annual report shall include an engineering appendix which contains a more specific "state of the Basin" report including an update on the status of individual OBMP related activities such as monitoring results and Watermaster's analysis of Hydrologic Balance. The annual report shall also include a compilation of any amendments to these Rules and Regulations made by Watermaster during the prior twelve (12) months and serve as notice to the Court of the amendments.
- 2.22 Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool Committee and in accordance with paragraph 54(b) of the Judgment, undertake relevant studies of hydrologic conditions, both quantitative and qualitative, and operating aspects of implementation of the Chino Basin OBMP. [Judgment ¶ 27.]
- 2.23 Demonstrated CEQA Compliance. Watermaster shall not approve any request made under the Judgment or these Rules and Regulations where the proposed action also constitutes a "project" within the meaning of CEQA unless the Watermaster finds that the person requesting Watermaster approval has demonstrated CEQA compliance.
- 2.24 Notice of Litigation. Watermaster shall provide reasonable notice to the parties to the Judgment of any threatened or existing litigation affecting Watermaster or that challenges the legality, validity, or enforceability of the Judgment, the Peace Agreement, the OBMP Implementation Plan or the Rules and Regulations.

- 2.25 Defense of Judgment. Watermaster shall reasonably defend the Judgment, the Peace Agreement, the Peace II Agreement, the OBMP Implementation Plan, and these Rules and Regulations against challenges brought by persons who are not parties to the Judgment. These costs incurred by Watermaster in defending the Judgment, the Peace Agreement, the Peace II Agreement, the OBMP Implementation Plan, and these Rules and Regulations shall be considered a Watermaster general administrative expense. However, the State of California shall not be obligated to reimburse Watermaster for any legal or administrative costs incurred in such defense. [Based on Peace Agreement § 4.1.]
- 2.26 Written Reports. All reports required to be provided by Watermaster under these Rules and Regulations shall be provided in written form unless the context requires otherwise.
- 2.27 Interventions. Watermaster will receive and make recommendations regarding petitions for intervention and accumulate them for filing with the Court from time to time. [Judgment ¶ 60 and Order re Intervention Procedures, July 14, 1978.]
- 2.28 Advisory Committee and Pool Administration. Administration of each of the three Pools is not governed by these Rules and Regulations. Each of these entities has its own rules and shall thereby be governed by those rules. The Advisory Committee shall also be governed by its own rules and procedures. However, when these Rules and Regulations make express reference to the Advisory Committee and the context requires such a construction, these Rules and Regulations shall control.

ARTICLE III MONITORING

- 3.0 Scope. Watermaster will carry out the monitoring activities described under Program Element 1 of the OBMP and, as described in the OBMP Implementation Plan. Monitoring procedures not described by this Article III, shall be implemented through the development of appropriate Watermaster policies and procedures as necessary. Any such policies and procedures adopted by resolution or minute action shall be reported to the Court in Watermaster's annual report.
- 3.1 Meters. This section sets forth Watermaster's rules and procedures for monitoring Groundwater Production by metering.
- (a) Reporting. Any person Producing in excess of ten (10) acre-feet per year shall install and maintain in good operating condition, at the cost of each such person except as provided in (b) below, such meters as Watermaster may deem necessary. Any such measuring device shall be subject to regular inspection and testing as the Watermaster may, from time to time, require, but at a minimum every two years. [Judgment ¶ 21.]
 - (b) Watermaster shall provide a meter testing service with a complete line of carefully calibrated test equipment. Any Producer may request an evaluation of any or all of its water meters at any time. Watermaster shall only pay for tests initiated by Watermaster and for all tests on meters owned by Watermaster
 - (c) Agricultural Pool Meters.
 - (i) Any assessment levied by Watermaster on the members of the Agricultural Pool to fund the installation of meters which is set forth in the Judgment, paragraph 21 regarding metering, shall be paid by the Appropriative Pool. Members of the Agricultural Pool, shall have no obligation to pay for or assume any duty with regard to the installation of meters. The obligation to install and maintain and replace meters on wells owned or operated by members of the Agricultural Pool shall be that of the Watermaster. [Peace Agreement § 5.6(a).]
 - (ii) Agricultural Pool meters shall be installed within thirty-six (36) months of the Date of Execution. Watermaster shall be responsible for providing the meter, as well as paying the cost of any installation, maintenance, inspection, testing, calibrating and repairing. The members of the Agricultural Pool shall provide reasonable access during business hours to a location reasonably appropriate for installation, inspection, testing, calibrating and repairing of a meter. [Peace Agreement § 5.6(b).] However, the State of California reserves its right to continue to install, operate, maintain, inspect, test and repair its own meters on wells owned or operated by the State, unless it consents to installation by Watermaster in which case Watermaster assumes the cost. [Peace Agreement § 5.6(c).]

- (iii) Watermaster shall test every Agricultural Pool meter other than those owned by the State of California on an active well under Watermaster's jurisdiction at least once every two years.
- 3.2 Reporting by Producers. Each party, or Responsible Party Producing water from the Basin, shall file with Watermaster on forms provided therefore, a quarterly report of the total water Production of that Producer during the preceding calendar quarter, together with such additional information as Watermaster and/or the affected Pool Committee may require. The report shall be due on the 15th day of the month next succeeding the end of each respective calendar quarter, i.e., April 15, July 15, October 15 and January 15, except for minimal Producers, whose reports are due annually by July 15. [Judgment ¶ 47.] Watermaster shall annually estimate the quantity of water Produced by "minimal producers" by any reasonable means, including but not limited to the use of a water duty factor dependent upon the type of use and/or acreage.
- 3.3 Error Corrections. All reports or other information submitted to Watermaster by the parties shall be subject to a four-year limitations period regarding the correction of errors contained in such submittals. In addition, all information generated by Watermaster shall be subject to the same four-year limitations period. All corrections to errors shall apply retroactively for no more than four years.

ARTICLE IV
ASSESSMENTS, REIMBURSEMENTS AND CREDITS

- 4.0 Scope. This Article sets forth Watermaster's rules and procedures regarding, assessments, reimbursements and credits.
- 4.1 Assessments. Watermaster shall levy assessments against the parties (other than Minimal Producers complying herewith) based upon Production during the preceding Production period. The assessment shall be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool. [Based on Judgment ¶ 53.] Assessments shall cover the cost of Replenishment Water and the expenses of Watermaster administration which shall be categorized as either (a) general, or (b) special project expense.
- (a) General Administrative Watermaster Expense shall include office rental, general personnel expense, supplies and office equipment and related incidental expense and general overhead. [Judgment ¶ 54(a).]
 - (b) Special Project Expense shall consist of special engineering, economic or other studies, litigation expense, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. [Judgment ¶ 54(b).]
 - (c) General Watermaster administrative expense shall be allocated and assessed against the respective pools based upon allocations made by the Watermaster, who shall make such allocations based upon generally-accepted cost accounting methods. [Judgment ¶ 54.]
 - (d) Special project expense shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the appropriate Pool Committee, or pursuant to written order of the Court. [Judgment ¶ 54.]
 - (e) Minimal Producers shall be exempted from payment of assessments upon filing of the Production reports referred to in section 3.2 hereof and payment of an annual five dollar (\$5.00) administrative fee with the annual Production report. [Based on Judgment ¶ 52.] In addition, any Minimal Producer who is a member of the Appropriative Pool or the Non-Agricultural Pool and who has no quantified right to Produce water, shall pay a replenishment assessment upon the water that it Produces.
 - (f) Notwithstanding the foregoing, Watermaster shall levy assessments for the 6,500 acre-feet per year as provided in section 5.1(g) of the Peace Agreement and the cost and allocation of this Supplemental Water shall be apportioned pro rata among the members of the Appropriative Pool under the Judgment according to the Producer's assigned share of Operating Safe Yield. [Peace Agreement § 5.1(g)(ii) (inclusion of word "Operating" to correct mis-phrasing of Peace Agreement as required by the context in the Peace Agreement).]

- 4.2 OBMP Assessments. Watermaster Assessments for implementation of the OBMP shall be considered a Watermaster Administrative Expense pursuant to paragraph 54 of the Judgment.
- 4.3 Assessment - Procedure. Assessments shall be levied and collected as follows:
- (a) Notice of Assessment. Watermaster shall give written notice of all applicable assessments to each party as provided in the Judgment not later than October 31 of each year [Judgment ¶ 55(a).];
 - (b) Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water Production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with Watermaster [Judgment ¶ 55(b).]; and
 - (c) Delinquency. Any delinquent assessment shall incur a late charge of ten (10%) percent per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof. Delinquent assessments and late charge may be collected in a show-cause proceeding instituted by the Watermaster, in which case the Court may allow Watermaster's reasonable cost of collection, including attorney's fees. [Judgment ¶ 55(c).]
- 4.4 Assessment Adjustments. The Watermaster shall make assessment adjustments in whole or in part for assessments to any Producer as a result of erroneous Production reports or otherwise as necessary for the reporting period as either a credit or debit in the next occurring assessment package unless otherwise decided by Watermaster.
- (a) All assessments will be based on the assumption that appropriate, timely filed and pending Applications will be approved by Watermaster. If any such Applications are not approved, a supplemental assessment may be levied.
 - (b) Assessment adjustments may be necessary due to overstated Production, understated Production, or errors in the assessment package discovered after the assessments have been approved.
 - (c) Watermaster may cause an investigation and report to be made concerning questionable reports of Production from the Basin.
 - (d) Watermaster may seek to collect delinquent assessments and interest in a show-cause proceeding in which case the Court may allow Watermaster its reasonable costs of collection, including attorney's fees. [Judgment ¶ 55(c).] Alternately, Watermaster may bring suit in a court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The court, in addition to any delinquent assessments, may award interest and reasonable costs including attorney's fees.

- 4.5 Credits Against OBMP Assessments and Reimbursements. Watermaster shall exercise reasonable discretion in making its determination regarding credits against OBMP Assessments and reimbursements, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future OBMP Assessments under this section where the Producer or party to the Judgment was otherwise legally compelled to make the improvement. [Peace Agreement § 5.4(d).]
- (a) Any party to the Judgment may make Application for credits against OBMP assessments or for reimbursement by filing a timely Application pursuant to the provisions of this section and Article X of these Rules and Regulations.
 - (b) A party to the Judgment is eligible to be considered for credits or reimbursement for those documented capital, operations and maintenance expenses, including the cost of shutting down and/or relocating Groundwater Production facilities, that are reasonably incurred in the implementation of any project or program that carries out the purposes of the OBMP and specifically relates to the prevention of subsidence in the Basin, upon approval of the request by Watermaster. [Peace Agreement § 5.4(d), as amended.] The purposes of the OBMP shall be those goals set forth in the Phase I Report as implemented through the OBMP Implementation Plan in a manner consistent with the Peace Agreement. [July 13, 2000 Court Order.]
 - (c) Any Producer that Watermaster compels to shut down and/or move a Groundwater Production facility that is in existence on August 1, 2000 shall have the right to receive a credit against future Watermaster assessments or reimbursement up to the reasonable cost of the replacement Groundwater Production facility, including the legal rate of interest on California Judgments. [Peace Agreement § 5.4(e).] In its sole discretion, Watermaster may determine to issue full reimbursement upon approval of the Application or to issue a credit against future Watermaster assessments. However, in the event Watermaster elects to provide a credit in lieu of reimbursement, it must have fully compensated the Producer for the reasonable cost of the replacement Groundwater Production facility through any combination of credits and reimbursements within five years from the date of the Application, unless the Producer consents in writing to a longer period. Note: this section is subject to a rule of construction. See section 1.2(h) above.
 - (d) An Application to Watermaster for reimbursement or a credit against OBMP Assessments shall be considered timely, if and only if the Application has been approved by Watermaster in advance of construction or the offer by a party to dedicate the facility to carry out the purposes of the OBMP as described in (b) above. [Based on Peace Agreement § 5.4(d).]
- 4.6 Agricultural Pool Assessments and Expenses. During the term of the Peace Agreement, all Assessments and expenses of the Agricultural Pool including those of the Agricultural Pool Committee shall be paid by the Appropriative Pool. This includes but is not limited to

OBMP Assessments, assessments pursuant to paragraphs 20, 21, 22, 30, 42, 51, 53, 54 (both general administrative expenses and special project expenses), 55, and Exhibit F (Agricultural Pool Pooling Plan) of the Judgment except however in the event the total Agricultural Pool Production exceeds 414,000 acre-feet in any five consecutive year period as defined in the Judgment, the Agricultural Pool shall be responsible for its Replenishment Obligation pursuant to paragraph 45 of the Judgment. [Peace Agreement § 5.4(a).]

- 4.7 Replenishment Assessments. Watermaster shall levy and collect assessments in each year, pursuant to the respective pooling plans, in the amount of the Replenishment Obligation (including any Desalter Replenishment) for any pool during the preceding year. [Based on Judgment ¶ 51.]
- 4.8 Desalter Replenishment Assessments and Credits. The price of Desalted water to a purchaser of Desalted water does not include the cost of Replenishment. The source of Replenishment shall be those provided in Article VII herein, Article VII of the Peace Agreement, and Article VI of the Peace II Agreement. However, a purchaser of Desalted water may elect to obtain a reduced Assessment levied by Watermaster by dedicating by Transfer, or assignment, some or all of its Production rights to Watermaster for the purpose of satisfying Desalter Replenishment. The amount of the credit granted by Watermaster shall be equal to the value of the cost of Replenishment Water then available from the MWD as interruptible, untreated water or the then prevailing value of the avoided Replenishment Obligation, whichever is less. For purposes of determining Replenishment assessments, water Produced by the Desalters shall be considered Production by the Appropriative Pool.
- 4.9 Consistency with Peace Agreement. The procurement of Replenishment Water and the levy of Assessments shall be consistent with the provisions of section 5.4(a) of the Peace Agreement.
- 4.10 OBMP Committee. Watermaster shall establish a subcommittee (OBMP Committee) for the purpose of coordinating fund raising efforts in furtherance of the OBMP.
 - (a) The subcommittee shall hold a regularly scheduled meeting a minimum of once every quarter.
 - (b) Prior to each subcommittee meeting, Watermaster shall prepare a summary of the funds, loans or grants secured for the purpose of implementing the OBMP over the past three months and distribute any information it may possess regarding the availability of other potential funds, loans or grants.

ARTICLE V PHYSICAL SOLUTION

- 5.0 Scope. This Article generally sets forth the standards for Watermaster implementation of the Physical Solution established by the Judgment, including the application of these standards to Watermaster conduct and decisions under the Judgment, these Rules and Regulations and the OBMP.
- 5.1 Physical Solution. It is essential that this Physical Solution provide maximum flexibility and adaptability to use existing future, technological, social, institutional and economic options to maximize beneficial use of the waters of the Chino Basin. [Judgment ¶ 40.]
- 5.2 Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop its OBMP. [Based on Judgment ¶ 41.]
- 5.3 Basin Management Parameters. Watermaster shall consider the following parameters in implementing the Physical Solution under Articles VI - X of these Rules and Regulations:
- (a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no Producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "I".]
 - (b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster. [Judgment Exhibit "I".]
 - (c) Economic Considerations. Financial feasibility, economic impact and the cost of optimum use of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters. [Judgment Exhibit "I".]

ARTICLE VI
SAFE YIELD AND OPERATING SAFE YIELD

- 6.0 Scope. This Article sets forth the rules and procedures that are applicable to Watermaster's regulation, control, and management of Safe Yield and Operating Safe Yield.
- 6.1 Annual Production Right. The Annual Production Right shall be calculated by Watermaster pursuant to the Judgment and the Peace Agreement.
- 6.2 New Yield. The Judgment provides that Safe Yield may need to be periodically adjusted based on more accurate and updated data and based on evidence of increased capture of native water and increased return flow from use of Replenishment or Stored Water. Safe Yield can only be re-determined periodically when long-term data or evidence is developed in support thereof. In order to encourage maximization of Basin Water under the Physical Solution, New Yield shall be accounted for by Watermaster in interim periods between re-determinations of Safe Yield.
- (a) Proven increases in yield in quantities greater than the historical level of contribution from certain Recharge sources may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available storm flow, and other management activities. These increases are considered New Yield.
 - (b) To the extent the New Yield arises from conditions, programs or projects implemented and operational after July 1, 2000, it is available for allocation by Watermaster as a component of the Annual Production Right for each member of the Appropriative Pool.
 - (c) As part of the documentation for the assessments and annual report for each year, Watermaster will provide a summary and analysis of the historical recharge and whether there are changed conditions that have resulted in a quantity of New Yield.
 - (d) Except as described in section 6.2(f) below, pursuant to the Peace Agreement and the Peace II Agreement, any New Yield shall first be assigned to offsetting Desalter Replenishment Obligations in the immediately following year and as reasonably required to satisfy expected future Replenishment Obligations arising from the Desalter. If there is water in the Watermaster Desalter Replenishment Account to satisfy the Desalter Replenishment Obligation for the year, the New Yield shall be made available to the Appropriative Pool to satisfy a Replenishment Obligation consistent with section 7.5(a)(3) herein.
 - (e) New Yield is expected to result from a variety of conditions, including but not limited to enhanced Basin management, increased stormwater Recharge, induced Recharge from operation of the Desalters, injection, and changes in land use patterns. Watermaster has established an initial baseline quantity of stormflow Recharged in the Basin under historical conditions in the amount of 5,600 acre-feet per year. Any party to the Judgment may request Watermaster to re-examine this

initial estimate of the baseline quantity and to adjust the quantity in accordance with best available technology and substantial evidence.

- (f) The storm flow component of Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. [First Amendment to Peace Agreement, ¶ 2.]

6.3 Accounting of Unallocated Agricultural Portion of Safe Yield.

- (a) In each year, the 82,800 acre-feet being that portion of the Safe Yield made available to the Agricultural Pool under the Judgment, shall be made available in the following sequence:
 - (i) To the Agricultural Pool to satisfy all demands for overlying Agricultural Pool lands;
 - (ii) To supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof;
 - (iii) To land use conversions that were completed prior to October 1, 2000;
 - (iv) To land use conversions that have been completed after October 1, 2000; and
 - (v) To the Early Transfer of the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement from the Agricultural Pool to the Appropriative Pool in accordance with their pro-rata assigned share of Operating Safe Yield.
- (b) In the event actual Production by the Agricultural Pool exceeds 414,000 acre-feet in any five years, the Agricultural Pool shall procure sufficient quantities of Replenishment Water to satisfy over-Production obligations, whatever they may be.

6.4 Conversion Claims. The following procedures may be utilized by any Appropriator:

- (a) Record of Unconverted Agricultural Acreage. Watermaster shall maintain on an ongoing basis a record, with appropriate related maps, of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph.
- (b) Record of Water Service Conversion. Any Appropriator who undertakes to permanently provide water service to any portion of a legal parcel subject to

conversion shall report such change to Watermaster. Watermaster shall ensure that when a partial conversion occurs, that the water use on the acreage is properly metered. For all or any portion of the legal parcel that is proposed for conversion, Watermaster shall thereupon verify such change in water service and shall maintain a record and account for each Appropriator of the total acreage involved. Should, at any time, all or any portion of the converted acreage return to agricultural overlying use, Watermaster shall return such acreage that returns to agricultural use to unconverted status and correspondingly reduce or eliminate any allocation accorded to the Appropriator involved.

6.5 Recalculation of Safe Yield.

- (a) Prior Safe Yield Resets. Pursuant to the Court's Orders, dated April 28, 2017, effective July 1, 2010 and continuing until June 30, 2020, the Safe Yield for the Basin was reset at 135,000 AFY. Pursuant to the Court's Orders, dated July 31, 2020, effective July 1, 2020 and continuing until June 30, 2030, the Safe Yield for the Basin was reset at 131,000 AFY. For all purposes arising under the Judgment, the Peace Agreements and the OBMP Implementation Plan, the Safe Yield shall be 131,000 AFY, without exception, unless and until Safe Yield is reset in accordance with the procedures set forth in this Section 6.5, and determined by the Court pursuant to its retained continuing jurisdiction.
- (b) Scheduled Resets. Watermaster will initiate a process to evaluate and reset the Safe Yield by July 1, 2030 as further provided in this Section 6.5. Subject to the provisions of Section 6.5(c) below, the Safe Yield, as it is reset effective July 1, 2030 will continue until June 30, 2040. Watermaster will initiate the reset process, taking into account then prevailing best management practices and advances in hydrological science, no later than July 1, 2028, in order to ensure that the Safe Yield, as reset, may be approved by the court no later than June 30, 2030. [Court's Orders , dated July 31, 2020 at 15.] Watermaster must present its evaluation and recommendation regarding Safe Yield for the period July 1, 2030, and ending June 30, 2040, to the Parties to the Judgment no later than January 1, 2030. [Court's Orders, dated July 31, 2020 at 15.] Consistent with the provisions of the OBMP Implementation Plan, thereafter Watermaster will conduct a Safe Yield evaluation and reset process no less frequently than every ten years. This Section 6.5(b) is deemed to satisfy Watermaster's obligation, under Paragraph 3.(b) of Exhibit "I" to the Judgment, to provide notice of a potential change in Operating Safe Yield.
- (c) Interim Correction. In addition to the scheduled reset set forth in Section 6.5(b) above, the Safe Yield may be reset in the event that:
 - (i) with the recommendation and advice of the Pools and Advisory Committee and in the exercise of prudent management discretion described in Section 6.5(e)(iii), below, Watermaster recommends to the court that the Safe Yield must be changed by an amount greater (more or less) than 2.5% of the then-effective Safe Yield. [Court's Order, dated April 28, 2017; Court's Findings and Order, dated March 15, 2019 at 2.]

- (ii) The California State Water Resources Control Board develops water conservation measures prior to June 30, 2030, that result in a reduction in urban irrigation in the Chino Basin (i.e., reduced Evapotranspiration Adjustment Factors), as required by Water Code § 10609, et seq., that is reasonably likely to materially reduce recharge in the Chino Basin and such measures are determined to change the Safe Yield by more than 2.5% of the then-effective Safe Yield, and Watermaster moves the Court to reset the Safe Yield accordingly. [Court's Orders, dated July 31, 2020 at 15.]
- (d) Safe Yield Reset Methodology. The Safe Yield shall be subsequently evaluated pursuant to the methodology set forth in the Reset Technical Memorandum. The reset will rely upon long-term hydrology and will include data from 1921 to the date of the reset evaluation. The long-term hydrology will be continuously expanded to account for new data from each year, through July 2030, as it becomes available. This methodology will thereby account for short-term climatic variations, wet and dry. Based on the best information practicably available to Watermaster, the Reset Technical Memorandum sets forth a prudent and reasonable professional methodology to evaluate the then prevailing Safe Yield in a manner consistent with the Judgment, the Peace Agreements, and the OBMP Implementation Plan. In furtherance of the goal of maximizing the beneficial use of the waters of the Chino Basin, Watermaster, with the recommendation and advice of the Pools and Advisory Committee, may supplement the Reset Technical Memorandum's methodology to incorporate future advances in best management practices and hydrologic science as they evolve over the term of the Court's Order, dated April 28, 2017.
- (e) Annual Data Collection and Evaluation. In support of its obligations to undertake the reset in accordance with the Reset Technical Memorandum and this Section 6.5, Watermaster shall annually undertake the following actions:
 - (i) Ensure that, unless a Party to the Judgment is excluded from reporting, all production by all Parties to the Judgment is metered, reported, and reflected in Watermaster's approved Assessment Packages;
 - (ii) Collect data concerning cultural conditions annually with cultural conditions including, but not limited to, land use, water use practices, production, and facilities for the production, generation, storage, recharge, treatment, or transmission of water;
 - (iii) Evaluate the potential need for prudent management discretion to avoid or mitigate undesirable results including, but not limited to, subsidence, water quality degradation, and unreasonable pump lifts. Where the evaluation of available data suggests that there has been or will be a material change from existing and projected conditions or threatened undesirable results, then a more significant evaluation, including modeling, as described in the Reset Technical Memorandum, will be undertaken; and,

- (iv) As part of its regular budgeting process, develop a budget for the annual data collection, data evaluation, and any scheduled modeling efforts, including the methodology for the allocation of expenses among the Parties to the Judgment. Such budget development shall be consistent with section 5.4(a) of the Peace Agreement.
- (f) Modeling. Watermaster shall cause the Basin model to be updated and a model evaluation of Safe Yield, in a manner consistent with the Reset Technical Memorandum, to be initiated no later than January 1, 2024, in order to ensure that the same may be completed by June 30, 2025.
- (g) Peer Review. The Pools shall be provided with reasonable opportunity, no less frequently than annually, for peer review of the collection of data and the application of the data collected in regard to the activities described in Section 6.5(d), (e), and (f) above.
- (h) No Retroactive Accounting. Notwithstanding that the initial Safe Yield reset, described in Section 6.5(a) above, was effective as of July 1, 2010, Watermaster will not, in any manner, including through the approval of its Assessment Packages, seek to change prior accounting of the prior allocation of Safe Yield and Operating Safe Yield among the Parties to the Judgment for Production Years prior to July 1, 2014.

ARTICLE VII RECHARGE

7.0 Scope. This Article sets forth the standards that are applicable to Watermaster's review of Recharge actions by all persons that may be subject to the Judgment as well as Watermaster's efforts to administer, direct, and arrange for Recharge in accordance with the Judgment.

7.1 In General

- (a) Watermaster shall administer, direct and arrange for the Recharge of all water in a manner pursuant to the Judgment, the Peace and Peace II Agreements and the OBMP in a manner that causes no Material Physical Injury to any party to the Judgment or the Chino Basin. Nothing herein shall be construed as committing a Party to provide Supplemental Water upon terms and conditions that are not deemed acceptable to that party. This means that no party to the Judgment shall be individually and independently obligated to purchase or acquire Supplemental Water on behalf of another party to the Judgment. [Peace Agreement § 5.1(e).] Applications to engage in Recharge activities shall be processed in accordance with the provisions of Article X using the forms provided by Watermaster attached hereto as Appendix 1.
- (b) Watermaster shall exercise its Best Efforts to:
 - (i) Protect and enhance the Safe Yield of the Chino Basin through Replenishment and Recharge [Peace Agreement § 5.1(e).];
 - (ii) Ensure there is sufficient Recharge capacity for Recharge water to meet the goals of the OBMP and the future water supply needs within the Chino Basin [Peace Agreement § 5.1(e).];
 - (iii) Evaluate the long term Hydrologic Balance within all areas and subareas of the Chino Basin;
 - (iv) Make its initial report on the then existing state of Hydrologic Balance by July 1, 2003, including any recommendations on Recharge actions which may be necessary under the OBMP. Thereafter Watermaster shall make written reports on the long term Hydrologic Balance in the Chino Basin every two years;
 - (v) Use and consider the information provided in the reports under (iv) above, when modifying or updating the Recharge Master Plan and in implementing the OBMP;
 - (vi) Evaluate the potential or threat for any Material Physical Injury to any party to the Judgment or the Chino Basin, including, but not limited to, any Material Physical Injury that may result from any Transfer of water in

storage or water rights which is proposed in place of physical Recharge of water to Chino Basin in accordance with the provisions of section 5.3 of the Peace Agreement [Peace Agreement § 5.1(e).];

- (vii) Cooperate with owners of existing Recharge facilities to expand/improve/preserve Recharge facilities identified in the Recharge Master Plan; arrange for the construction of the works and facilities necessary to implement the quantities of Recharge identified in the OBMP Implementation Plan [Peace Agreement § 5.1(e)(ix)] and cooperate with appropriate entities to construct and operate the new Recharge facilities that are identified in the Recharge Master Plan;
 - (viii) Ensure that its Recharge efforts under the Recharge Master Plan are consistent with the Judgment, and the Peace Agreement;
 - (ix) Establish and periodically update criteria for the use of water from different sources for Replenishment purposes [Peace Agreement § 5.1(e)(v).];
 - (x) Ensure a proper accounting of all sources of Recharge to the Chino Basin [Peace Agreement § 5.1(e)(vi).];
 - (xi) Recharge the Chino Basin with water in any area where Groundwater levels have declined to such an extent that there is an imminent threat of Material Physical Injury to any party to the Judgment or the Basin [Peace Agreement § 5.1(e)(vii).];
 - (xii) Maintain long-term Hydrologic Balance between total Recharge and discharge within all areas and sub-areas [Peace Agreement § 5.1(e)(viii).]; and
 - (xiii) Use water of the lowest cost and the highest quality, giving preference as far as possible to the augmentation and the Recharge of native storm water. [Peace Agreement § 5.1(f).]
- (c) Recharge Master Plan. The Recharge Master Plan will address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and subsequently operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan will be jointly approved by IEUA and Watermaster and shall contain recharge estimations and summaries of the projected water supply availability as well as the physical means to accomplish the recharge projections. Specifically, the Recharge Master Plan will reflect an appropriate schedule for planning, design, and physical improvements as may be required to provide reasonable assurance that following the full beneficial use of the groundwater withdrawn in accordance with the Basin Re-Operation and authorized controlled overdraft, that sufficient Replenishment capability exists to meet the reasonable projections of Desalter Replenishment obligations. With the concurrence of IEUA and Watermaster, the Recharge Master Plan will be updated

and amended as frequently as necessary with Court approval and not less than every five (5) years. [Peace II Agreement § 8.1.]

- (i) Coordination. The members of the Appropriative Pool will coordinate the development of their respective Urban Water Management Plans and Water Supply Master Plans with Watermaster as follows. [Peace II Agreement § 8.2.]
 - a) Each Appropriator that prepares an Urban Water Management Plan and Water Supply Plans will provide Watermaster with copies of its existing and proposed plans.
 - b) Watermaster will use the Urban Water Management Plans in evaluating the adequacy of the Recharge Master Plan and other OBMP Implementation Plan program elements.
 - c) Each Appropriator will provide Watermaster with a draft in advance of adopting any proposed changes to its Urban Water Management Plans and in advance of adopting any material changes to their Water Supply Master Plans respectively in accordance with the customary notification routinely provided to other third parties to offer Watermaster a reasonable opportunity to provide informal input and informal comment on the proposed changes.
 - d) Any Party that experiences the loss or the imminent threatened loss of a material water supply source will provide reasonable notice to Watermaster of the condition and the expected impact, if any, on the projected groundwater use.
- (ii) In preparation of the Recharge Master Plan, Watermaster will consider whether existing groundwater production facilities owned or controlled by producers within Management Zone 1 may be used in connection with an aquifer storage and recovery ("ASR") project so as to further enhance recharge in specific locations and to otherwise meet the objectives of the Recharge Master Plan. [Peace II Agreement § 8.4(d)(2).]
- (d) Watermaster shall not own Recharge projects, including but not limited to spreading grounds, injection wells, or diversion works. [Peace Agreement § 5.1(h).]
- (e) Watermaster may own and hold water rights in trust for the benefit of the parties to the Judgment. Subject to this exception, Watermaster shall not own land or interests in real property. [Peace Agreement § 5.1(h).] Watermaster shall obtain Court approval prior to acquiring any water rights in trust for the benefit of the parties to the Judgment. In addition, Watermaster shall conform all existing permits to ensure that title is held in trust for the benefit of the parties to the Judgment.

- (f) Watermaster shall arrange, facilitate and provide for Recharge by entering into contracts with appropriate persons, which may provide facilities and operations for physical Recharge of water as required by the Judgment and the Peace Agreement, or pursuant to the OBMP. Any such contracts shall include appropriate terms and conditions, including terms for the location and payment of costs necessary for the operation and maintenance of facilities, if any. [Peace Agreement § 5.1(h).]
- (g) Watermaster shall provide an annual accounting of the amount of Recharge and the location of the specific types of Recharge. [Peace Agreement § 5.1(j).]

7.2 Recharge of Supplemental Water. All Recharge of the Chino Basin with Supplemental Water shall be subject to Watermaster approval obtained by Application made to Watermaster in accordance with provisions of Article X. [Peace Agreement § 5.1(a).] In reviewing any such Application, Watermaster shall comply with the following.

- (a) Watermaster will ensure that any person may make Application to Watermaster to Recharge the Chino Basin with Supplemental Water pursuant to Article X, including the exercise of the right to offer to sell In-Lieu Recharge Water to Watermaster as provided in the Judgment and the Peace Agreement in a manner that is consistent with the OBMP and the law. [Peace Agreement § 5.1(b).]
- (b) Watermaster shall not approve an Application by any party to the Judgment under Article X if it is inconsistent with the terms of the Peace Agreement, or will cause any Material Physical Injury to any party to the Judgment or the Basin. [Peace Agreement § 5.1(b).]
- (c) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recharge of Supplemental Water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recharge of Supplemental Water must be denied. [Peace Agreement § 5.1(b).]
- (d) Absent a clear showing as to peculiar circumstances or changes, Recharge of the Chino Basin with Supplemental Water conducted through spreading grounds shall be assessed: (i) a 1.5% evaporation loss if the Recharge occurs in November through March; or (ii) a 4.2% evaporation loss if the Recharge occurs in April through October. Such loss shall be a one-time adjustment applicable to the Party engaging in Recharge. Losses for Recharge through injection wells shall be determined on a case by case basis. [Judgment at ¶41.]

7.3 Recharge of 6,500 Acre-Feet of Supplemental Water in Management Zone 1. Consistent with its overall obligations to manage the Chino Basin to ensure hydrologic balance within each management zone, for the duration of the Peace Agreement (until June of 2030), Watermaster will ensure that a minimum of 6,500 acre-feet of wet water recharge occurs within Management Zone 1 on an annual basis. However, to the extent that water is unavailable for recharge or there is no replenishment obligation in any year, the obligation

to recharge 6,500 acre-feet will accrue and be satisfied in subsequent years. [Peace II Agreement § 8.4(d).]

- (a) Watermaster will implement this measure in a coordinated manner so as to facilitate compliance with other agreements among the parties, including but not limited to the Dry-Year Yield Agreements.
- (b) Five years from the effective date of the Peace II Measures, Watermaster will cause an evaluation of the minimum recharge quantity for Management Zone 1. After consideration of the information developed, the observed experiences in complying with the Dry Year Yield Agreements as well as any other pertinent information, Watermaster may increase the minimum requirement for Management Zone 1 to quantities greater than 6,500 acre-feet per year. In no circumstance will the commitment to recharge 6,500 acre-feet be reduced for the duration of the Peace Agreement. [Peace II Agreement § 8.4(e).]

7.4 Sources of Replenishment Water. Supplemental Water may be obtained by Watermaster from any available source. Watermaster shall, however, seek to obtain the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. It is anticipated that Supplemental Water for Replenishment of Chino Basin may be available at different rates to the various pools to meet their Replenishment Obligations. If such is the case, each pool will be assessed only that amount necessary for the cost of Replenishment Water to that pool, at the rate available to the pool, to meet its Replenishment Obligation. In this connection, available resources may include, but are not limited to:

- (a) Maximum beneficial use of Recycled Water, which shall be given a high priority by Watermaster [Judgment ¶ 49(a).];
- (b) State Project Water subject to applicable service provisions of the State's water service contracts [Judgment ¶ 49(b).];
- (c) Local Imported Water through facilities and methods for importation of surface and Groundwater supplies from adjacent basins and watersheds [Judgment ¶ 49(c).]; and
- (d) Available supplies of Metropolitan Water District water from its Colorado River Aqueduct. [Judgment ¶ 49(d).]

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

- (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:

- (i) the Watermaster Desalter replenishment account composed of 25,000 acre-feet of water abandoned by Kaiser Ventures pursuant to the "Salt Offset Agreement" dated October 21, 1993, between Kaiser Ventures and the RWQCB, and other water previously dedicated by the Appropriative Pool [Peace Agreement § 7.5(a).];
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment;
 - (iii) New Yield that may be made available to Watermaster through a combination of management programs, actions or facilities, other than the Stormwater component of New Yield, as determined on an annual basis [Peace Agreement § 7.5(b)];
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties [Peace Agreement § 7.5(c)];
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to Exhibit I to the Judgment, as amended.
- (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.
- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 5 (c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 7.5(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 of the Peace II Agreement. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield.
 - (ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:

- 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and
- 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.

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

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

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

- (iii) A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii) of the Peace II Agreement, allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit 4 to the Peace II Agreement.¹
- (iv) Adjusted Physical Production is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool member's groundwater wells in the Chino Basin, including water transferred from the Non- Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:
 - (1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the party making beneficial use of the water, not the actual producer.

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

- (2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).
- (3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.
- (4) Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.
- (5) The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non- Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.
- (v) Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1) of the Peace II Agreement), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.
- (vi) For the purposes of this section 7.5(b), the quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.

- 7.6 Method of Replenishment. Watermaster may accomplish Replenishment by any reasonable method, including spreading and percolation, injection of water into existing or new facilities, in-lieu procedures and acquisition of unproduced water from members of the Non-Agricultural and Appropriative Pools. [Judgment ¶ 50.]
- 7.7 Accumulations. In order to minimize fluctuations in assessments and to give Watermaster flexibility in the purchase and spreading of Replenishment Water, Watermaster may make reasonable accumulations of Replenishment Water assessment proceeds. Interest earned on such retained funds shall be added to the account of the pool from which the funds were collected and shall be applied only to the purchase of Replenishment Water. [Judgment ¶ 56.]
- 7.8 In-Lieu and Other Negotiated Procedures. To the extent good management practices dictate that recharge of the Basin be accomplished by taking surface supplies of Supplemental Water in lieu of Groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, the following in-lieu procedures or other additional procedures as may be negotiated by Watermaster and approved by the Watermaster Advisory Committee shall prevail [Judgment Exhibit "H" ¶ 11.]:
- (a) Designation of In-Lieu Areas. In-lieu areas may be designated by order of Watermaster upon recommendation or approval of the Watermaster Advisory Committee. Watermaster has previously designated the entire Chino Basin as an in-lieu area. In-lieu areas may be enlarged, reduced or eliminated by subsequent order; provided, however, that designation of an in-lieu area shall be for a minimum fixed term sufficient to justify necessary capital investment. However, should in-lieu Area No.1, which has been established by the Court, be reduced or eliminated, it shall require prior order of the Court.
 - (b) Method of Operation. Any member of the Appropriative Pool Producing water within a designated in-lieu area who is willing to abstain for any reason from Producing any portion of its share of Operating Safe Yield in any year, may offer such unpumped water to Watermaster on a form to be provided therefor. In such event, Watermaster shall purchase said water in place, in lieu of spreading Replenishment Water, which may be otherwise required to make up for over Production. The purchase price for in-lieu water shall be the lesser of:
 - (i) Watermaster's current cost of Replenishment Water, plus the cost of spreading; or
 - (ii) The cost of supplemental surface supplies to the Appropriator, less
 - a) said Appropriator's average cost of Groundwater Production, and
 - b) the applicable Production assessment where the water is Produced.

ARTICLE VIII STORAGE

8.0 Scope. This Article sets forth Watermaster's obligations and responsibilities regarding the management, regulation and control of storage within the Basin.

8.1 In General.

- (a) Watermaster Control. A substantial amount of available Groundwater storage capacity exists in the Basin that is not used for storage or regulation of Basin Waters. It is essential that the use of storage capacity of the Basin be undertaken only under Watermaster control and regulation so as to protect the integrity of the Basin. Watermaster will exercise regulation and control of storage primarily through the execution of Groundwater Storage Agreements. [Judgment ¶ 11.]
- (b) Categories of Groundwater Storage Agreements. There are different categories of storage and different types of Groundwater Storage agreements. Only those Groundwater Storage agreements defined as "Qualifying Storage agreements" require new Watermaster approval. Qualifying Storage agreements will be processed by Watermaster in accordance with the forms provided by Watermaster and attached hereto as Appendix 1.
- (c) Court Notification and Approval. Before it is effective, any Storage and Recovery Agreement entered into pursuant to a Storage and Recovery Program shall first receive Court Approval. With respect to all other Groundwater Storage Agreements, Watermaster shall notify the Court after approval.
- (d) Relationship Between Recapture and Storage. Recapture of water held in a storage account will generally be approved by Watermaster as a component of and coincident with a Groundwater Storage Agreement for Qualifying Storage. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the Applicant may request Watermaster approval of the Qualifying Storage only and subsequently submit and process an independent Application for Recapture under the provisions of Article X.
- (e) Storage of Safe Yield as Carry-Over Water. Any member of the Appropriative Pool or member of the Non-Agricultural Pool who Produces less than its assigned share of Operating Safe Yield or Safe Yield, respectively, may carry such unexercised right forward for exercise in subsequent years. Watermaster shall be required to keep an accounting of Carry-Over Water in connection with said Carry-Over Rights. The first water Produced in any subsequent year, shall be deemed to be in exercise of that Carry-Over Right. If the aggregate remaining Carry-Over Water available to any member of the Appropriative Pool, or member of the Non-Agricultural Pool with Safe Yield, in a given year exceeds its assigned share of Operating Safe Yield after its demands are met, such Producer shall, as a condition of preserving such Excess Carry-Over Water execute a Local Storage Agreement

with Watermaster. A member of the Appropriative Pool shall have the option to pay the gross assessment applicable to said Carry-Over Right in the year in which it occurred. [Judgment Exhibit "G," and Exhibit "H" ¶ 12.]

(f) Storage of Supplemental Water. The rules and procedures for the storage of Supplemental Water are set forth as follows.

(i) Supplemental Water. Each party, its officers, agents, employees, successors, and assigns, has been enjoined and restrained from storing Supplemental Water in Chino Basin for withdrawal, or causing withdrawal of water stored, except pursuant to the terms of a Groundwater Storage Agreement with Watermaster. Any Supplemental Water recharged by any person within Chino Basin, except pursuant to these Rules and Regulations and a Groundwater Storage Agreement, is deemed abandoned and shall not be considered Stored Water. [Judgment ¶ 14.]

(ii) Application for Storage of Supplemental Water. Watermaster will ensure that any person, including but not limited to the State of California and the Department of Water Resources may make Application to Watermaster to store and Recover water from the Chino Basin as provided herein in a manner that is consistent with the OBMP and the law. Watermaster shall not approve an Application to store and Recover water if it is inconsistent with the terms of the Peace Agreement or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the storage and Recovery of water shall be reasonably and fully mitigated as a condition of approval. In the event the Material Physical Injury cannot be mitigated, the request for storage and Recovery must be denied. [Peace Agreement § 5.2(a)(iii).] Applications for the storage of Supplemental Water shall be processed in accordance with the provisions of Article X.

(g) Rules and Procedures in General.

(i) Any person desiring to store Supplemental Water in the Basin shall make appropriate Application therefor with the Watermaster pursuant to the provisions of this Article and Article X. Supplemental Water stored or Recharged in the Basin, except pursuant to a Groundwater Storage Agreement with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]

(ii) Guidelines and Criteria. Any person, whether a party to the Judgment or not, may make reasonable beneficial use of the available groundwater storage capacity of Chino Basin for storage of Water pursuant to written agreement with the Watermaster as provided herein. [Judgment ¶ 12.]

(iii) In the allocation of storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of rights in the Safe Yield or

Operating Safe Yield of the Basin shall have priority and preference over storage for export. [Judgment ¶ 12.]

- (iv) It is an objective in management of the Basin's waters that no Producer shall be deprived of access to the Basin's waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "I" ¶ 1(a).]
- (v) Maintenance and improvement of water quality shall be given prime consideration. [Judgment Exhibit "I" ¶ 1(b).]
- (vi) Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties to the Judgment shall be considered equal in importance to water quantity and quality parameters. [Judgment Exhibit "I" ¶ 1(c).]
- (h) Contents of Groundwater Storage Agreements. Each Groundwater Storage Agreement shall include but not be limited to the following components [Judgment Exhibit "I" ¶ 3]:
 - (i) The quantities and the term of the storage right, which shall specifically exclude credit for any return flows;
 - (ii) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;
 - (iii) The delivery rates, together with schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;
 - (iv) The calculation of storage water losses and annual accounting for water in storage; and
 - (v) The establishment and administration of withdrawal schedules, locations and methods.
- (i) Accounting. Watermaster shall calculate additions, extractions and losses of all Stored Water in Chino Basin, and any losses of water supplies or Safe Yield of Chino Basin resulting from such Stored Water, and keep and maintain for public record, an annual accounting thereof. [Judgment ¶ 29.]
- (j) No Material Physical Injury. Watermaster will ensure that any party to the Judgment may Recapture water in a manner consistent with the Peace Agreement, the OBMP, the Judgment and these Rules and Regulations. Watermaster shall not approve a Recapture plan if it is inconsistent with the terms of Peace Agreement or will cause Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recapture of water by any person shall be fully and reasonably

mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recapture must be denied.

8.2 Local Storage: Special Considerations. Under a Local Storage Agreement with Watermaster, every party to the Judgment shall be permitted to store its Excess Carry-Over Water and Supplemental Water in the Chino Basin according to the following provisions:

- (a) For the term of the Peace Agreement, Watermaster shall ensure that: (a) the quantity of water actually held in local storage under a Local Storage Agreement with Watermaster is confirmed and protected and (b) each party to the Judgment shall have the right to store its Excess Carry-Over Water. Thereafter, a party to the Judgment may continue to Produce the actual quantity of water held pursuant to a Local Storage Agreement, subject only to the loss provisions set forth herein.
- (b) For the term of the Peace Agreement, any party to the Judgment may make Application to Watermaster for a Local Storage Agreement pursuant to the provisions of this Article and Article X, whereby it may store Supplemental Water in the Chino Basin. [Peace Agreement § 5.2(b)(ii).]
- (c) In accordance with Article X, Watermaster shall provide written notice to all interested parties of the proposed Local Storage Agreement prior to approving the agreement.
- (d) Watermaster shall approve the storage of Supplemental Water under a Local Storage Agreement so long as: (1) the total quantity of Supplemental Water authorized to be held in Local Storage under all then-existing Local Storage Agreements, other than amounts classified as Supplemental Water under the procedure set forth in section 8.1 above, for all parties to the Judgment does not exceed the Maximum Local Storage Quantity; (2) the party to the Judgment making the request provides their own Recharge facilities for the purpose of placing the Supplemental Water into Local Storage; (3) the agreement will not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed agreement with conditions that mitigate any threatened or potential Material Physical Injury. [Peace Agreement § 5.2(b)(iv); Second Amendment to Peace Agreement.]
- (e) There shall be a rebuttable presumption that the Local Storage Agreement for Supplemental Water does not result in Material Physical Injury to a Party to the Judgment or the Basin. [Peace Agreement § 5.2(b)(v).]
- (f) In the event more than one party to the Judgment submits a request for an agreement to store Supplemental Water pursuant to a Local Storage Agreement, Watermaster shall give priority to the first party to file a bona fide written request which shall include the name of the party to the Judgment, the source, quantity and quality of the Supplemental Water, an identification of the party to the Judgment's access to or ownership of the Recharge facilities, the duration of the Local Storage and any other information Watermaster shall reasonably request. Watermaster shall not

grant any person the right to store more than the then-existing amount of available Local Storage. The amount of Local Storage available for the storage of Supplemental Water shall be determined by subtracting the previously approved and allocated quantity of storage capacity for Supplemental Water and Excess Carryover Water from the Maximum Local Storage Quantity. [Court's Findings and Order, dated July 21, 2021.] This means Watermaster shall not approve requests for the storage of Supplemental Water and Excess Carryover Water in excess of the Maximum Local Storage Quantity. Priorities among the parties to the Judgment shall be on the basis that the completed Applications filed first in time under the provisions of Article X shall have a priority in right up to the amount of the quantity approved by Watermaster.

- (g) After July 1, 2035, Watermaster shall have discretion to place reasonable limits on the further accrual of Excess Carry-Over Water and Supplemental Water in Local Storage. However, during the term of the Peace Agreement, Watermaster shall not limit the accrual of Excess Carry-Over Water for Fontana Union Mutual Water Company and Cucamonga County Water District when accruing Excess Carry-Over Water in Local Storage pursuant to the Settlement Agreement Among Fontana Union Water Company, Kaiser Steel Resources Inc., San Gabriel Valley Water Company and Cucamonga County Water District dated February 7, 1992, to a quantity less than 25,000 acre-feet for the term of the Peace Agreement. [Peace Agreement § 5.2(b)(x).]
- (h) Watermaster shall evaluate the need for limits on water held in Local Storage to determine whether the accrual of additional Local Storage by the parties to the Judgment should be conditioned, curtailed or prohibited if it is necessary to provide priority for the use of storage capacity for those Storage and Recovery Programs that provide broad mutual benefits to the parties to the Judgment as provided in this paragraph and section 5.2(c) of the Peace Agreement. [Peace Agreement § 5.2(b)(xi).]
- (i) Watermaster will impose a uniform loss against all water in storage in an amount of 2 (two) percent where the Party holding the storage account: (i) has previously contributed to the implementation of the OBMP as a Party to the Judgment, is in compliance with their continuing covenants under the Peace and Peace II Agreements or in lieu thereof they have paid or delivered to Watermaster "financial equivalent" consideration to offset the cost of past performance prior to the implementation of the OBMP and (ii) promised continued future compliance with Watermaster's Rules and Regulations. Where a Party has not satisfied the requirements of subsection (i)(i) and (i)(ii) herein, Watermaster will assess a 6 (six) percent loss. Following a Watermaster determination that Hydraulic Control has been achieved, Watermaster will assess losses of less than 1 (one) percent where the Party satisfies subsection (i)(i) and (i)(ii). [Peace II Agreement § 7.4.]

- (j) Watermaster shall allow water held in storage to be Transferred pursuant to the provisions of section 5.3 of the Peace Agreement as provided in Article X. Storage capacity is not Transferable. [Peace Agreement § 5.2(b)(xiii).]
- (k) Monetary payment shall not be accepted as a form of mitigation for Material Physical Injury where the injury is not confined to a specific party or parties. Where the Material Physical Injury is confined to a specific party or parties, monetary payment may be accepted as a form of mitigation, if acceptable to the affected party or parties.
- (l) Applicants for Local Storage of Supplemental Water agreements shall submit such Application prior to initiation of the placement of the Supplemental Water into storage except as provided in sections 8.1 and 8.2 above.
- (m) Any Supplemental Water stored or recharged in the Basin, except pursuant to a Local Storage Agreement for Supplemental Water with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]

8.3 Groundwater Storage and Recovery Program; Special Considerations. The parties, through Watermaster, may initiate a regional Storage and Recovery (sometimes called "conjunctive use") Program, for the mutual benefit of the Appropriators and the Non-Agricultural Pool in the Chino Basin according to the following provisions:

- (a) Watermaster will ensure that no person shall store water in, and recover water from the Basin, other than pursuant to a Local Storage Agreement, without a Storage and Recovery agreement with Watermaster [Peace Agreement § 5.2(c)(i).];
- (b) A proposed Applicant for a Storage and Recovery Program must submit the information set forth in Article X to Watermaster prior to Watermaster's consideration of an Application for a Storage and Recovery agreement;
- (c) As a precondition of any project, program or contract regarding the use of Basin storage capacity pursuant to a Storage and Recovery Program, Watermaster shall first request proposals from qualified persons [Peace Agreement § 5.2(c)(iii).];
- (d) Watermaster shall be guided by the following criteria in evaluating any request to store and recover water from the Basin by a party to the Judgment or any person under a Storage and Recovery Program.
 - (i) The initial target for the cumulative quantity of water held in storage is 500,000 acre-feet in addition to the existing storage accounts. The 500,000 acre-feet target may be comprised of any combination of participants and is in excess of up to an additional 100,000 acre-feet of Supplemental Water and Excess Carry-Over Rights that may be stored under Local Storage Agreements.

- (ii) Watermaster shall prioritize its efforts to regulate and condition the storage and recovery of water developed in a Storage and Recovery Program for the mutual benefit of the parties to the Judgment and give first priority to Storage and Recovery Programs that provide broad mutual benefits. [Peace Agreement § 5.2(c)(iv).];
- (e) The members of the Appropriative Pool and the Non-Agricultural Pool shall be exclusively entitled to the compensation paid for a Storage and Recovery Program irrespective of whether it be in the form of money, revenues, credits, proceeds, programs, facilities, or other contributions (collectively "compensation") with the benefits of such compensation to be spread as broadly as possible as directed by the Non-Agricultural and the Appropriative Pools [Peace Agreement § 5.2(c)(v).];
- (f) The compensation received from the use of available storage capacity under a Storage and Recovery Program, may be used to offset the Watermaster's cost of operation, to reduce any assessments on the parties to the Judgment within the Appropriative and Non-Agricultural Pools, and to defray the costs of capital projects as may be requested by the members of the Non-Agricultural Pools and the Appropriative Pool [Peace Agreement § 5.2(c)(vi).];
- (g) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by storage and recovery of water, whether Local Storage and recovery or pursuant to a Storage and Recovery Program, shall be reasonably and fully mitigated as a condition of approval [Peace Agreement §§ 5.2(a)(iii) and 5.2(c)(viii) (labeled "(xiii)");
- (h) Watermaster reserves discretion to negotiate appropriate terms and conditions or to deny any request to enter into a Storage and Recovery Program Agreement. With respect to persons who are not parties to the Judgment, Watermaster reserves complete discretion to ensure that maximum compensation, as defined in section (e) above, is received. Watermaster shall base any decision to approve or disapprove any proposed Storage and Recovery Program Agreement upon the record as provided in Article X. However, it may not approve a proposed Storage and Recovery Program Agreement unless it has first imposed conditions to reasonably and fully mitigate any threatened or potential Material Physical Injury [Peace Agreement § 5.2(c)(ix).];
- (i) Any party to the Judgment may seek review of the Watermaster's decision regarding a Storage and Recovery Program Agreement as provided in Article X;
- (j) Nothing herein shall be construed as prohibiting the export of Supplemental Water stored under a Storage and Recovery Program and pursuant to a Storage and Recovery Agreement; and
- (k) The Parties shall indemnify and defend the State of California and the members of the Agricultural Pool against any lawsuit or administrative proceedings, without

limitation, arising from Watermaster's adoption, approval, management, or implementation of a Storage and Recovery Program.

- (l) Any losses from storage assessed as a Leave Behind in excess of actual losses (“dedication quantity”) will be dedicated by Watermaster towards groundwater Production by the Desalters to thereby avoid a Desalter replenishment obligation that may then exist in the year of recovery. Any dedication quantity which is not required to offset Desalter Production in the year in which the loss is assessed, will be made available to the members of the Appropriative Pool. The dedication quantity will be pro-rated among the members of the Appropriative Pool in accordance with each Producer’s combined total share of Operating Safe Yield and the previous year’s actual production. However, before any member of the Appropriative Pool may receive a distribution of any dedication quantity, they must be in full compliance with the 2007 Supplement to the OBMP Implementation Plan and current in all applicable Watermaster assessments. [Peace II Agreement § 7.5.]

8.4 Recapture.

- (a) All Recapture of water held in a storage account under a Groundwater Storage Agreement shall be subject to the requirement that the Recovery of the water not result in Material Physical Injury to a party to the Judgment or the Basin.
- (b) Recapture of water held in a Local Storage Account that pre-exists the adoption of these Rules and Regulations and that was extended by Watermaster in accordance with Article V of the Peace Agreement and these Rules and Regulations until July 1, 2005, shall be in accordance with the provisions of the plan for Recapture previously approved by Watermaster. Any amendments to an approved Recapture plan shall require additional Watermaster's approval under the provisions of Article X.
- (c) A person with an approved plan for Recapture shall have the right to process amendments to the previously approved plan in accordance with the provisions of Article X.

ARTICLE IX TRANSFERS

- 9.0 Scope. Any Transfer shall be made only in accordance with the Judgment, the Peace Agreement section 5.3, the Peace II Agreement, the OBMP and this Article IX.
- 9.1 In General. Watermaster will ensure that any party to the Judgment may Transfer water in a manner that is consistent with the Judgment, the Peace and Peace II Agreements, the OBMP and the law. Watermaster shall approve a Transfer if it is consistent with the terms of the Peace Agreement and Peace II Agreement, and will not cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Transfer of water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Transfer must be denied. Upon receipt of written request by Watermaster, a party to the Judgment shall exercise Best Efforts to provide Watermaster with a preliminary projection of any anticipated Transfer of Production within the Year.
- 9.2 Application to Transfer. A party to the Judgment may make Application to Watermaster to Transfer water as provided in the Judgment under the procedures set forth in Article X.
- (a) Watermaster shall provide reasonable advance written notice to all the Active Parties of a proposed Transfer, prior to approving the Transfer as provided in Article X.
 - (b) Watermaster shall approve the Transfer of water as provided in the Judgment so long as the individual Transfer does not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed Transfer with conditions that fully and reasonably mitigate any threatened or potential Material Physical Injury.
 - (c) There shall be a rebuttable presumption that the Transfer and the Production by the transferee does not result in Material Physical Injury to a party to the Judgment or the Basin.
 - (d) Watermaster shall base any decision to approve or disapprove any proposed Transfer upon the record after considering potential impacts associated with the individual Transfer alone and without regard to impacts attributable to any other Transfers. [Peace Agreement § 5.3(b)(v).] However, nothing herein shall be construed as impairing or restraining Watermaster's duty and discretion with regard to cumulative impacts in the context of section 9.3.
 - (e) Transfers which occur between the same parties in the same year shall be considered as a single Transfer for the purpose of determining Material Physical Injury.

- 9.3 Integrated Watermaster Review. In reviewing Transfers under these Rules and Regulations, Watermaster shall exercise reasonable discretion. Watermaster shall review each proposed Transfer based upon the record before it and considering the potential impacts of the proposed Transfer alone. However, Watermaster shall also consider the cumulative impacts of Transfers generally when carrying out its responsibilities to implement the OBMP and Recharge and monitoring programs authorized by these Rules and Regulations or the Judgment.
- (a) Watermaster will evaluate the cumulative physical impact of Transfers on the Basin, if any, by July 1, 2003, and a minimum of once every two years thereafter.
 - (b) Watermaster will take the results of its evaluation into account when carrying out its obligations under section 7.1 of these Rules and Regulations.
- 9.4 Transfer of Non-Agricultural Pool Production Rights. Watermaster shall approve the Transfer or lease of the quantified Production rights of Non-Agricultural Producers within the Non-Agricultural Pool subject to the provisions of section 9.2(b) above. The members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution:
- (a) within the Overlying (Non-Agricultural) Pool;
 - (b) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; or
 - (c) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines set forth in the Overlying (Non-Agricultural) Pool Pooling Plan:
 - (i) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. The Pool Committee of the Overlying (Non-Agricultural) Pool may, by affirmative action of its members from time to time, establish a price for such water or a method pursuant to which such price will be established. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;
 - (ii) Except as they may be limited by paragraph 9.4(v) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price at which the water is being offered. Each Appropriative Pool member's pro-rata share of the available supply will be

based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

- (iii) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9.4(c)(ii) above and at the price at which the water is being offered. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.
 - (iv) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (ii) and (iii) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at which the water is being offered and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.
 - (v) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.
 - (vi) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.
 - (vii) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with subsections 9.4(c)(i)–(iii) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.
 - (viii) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit “G” paragraph 6 above, or to affect the rights of any Party under a valid assignment.
- (d) In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.

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

9.5 Early Transfer.

- (a) Pursuant to the Peace Agreement, Watermaster approved an Early Transfer of the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement to the Appropriative Pool. The quantity of water subject to Early Transfer under this section shall be the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement.
 - (i) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment. [Peace Agreement § 5.3(g)(ii).]
 - (ii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period. [Peace Agreement § 5.3(g)(iii).]
 - (iii) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool. [Peace Agreement § 5.3(g)(v).]
- (b) The amount of water converted from agricultural use to urban use prior to execution of the Peace Agreement was 2.6 acre-feet per acre, with 1.3 acre-feet per acre being allocated collectively to all members of the Appropriative Pool with an assigned share of Operating Safe Yield and 1.3 acre-feet per acre being allocated to that Appropriator providing service for that urban use. The rate of 2.6 acre-feet per acre shall be changed to a total of 2.0 acre-feet per acre, all of which shall be allocated upon the conversion of the land use to that party to the Judgment which is a member of the Appropriative Pool, on the Effective Date of the Peace Agreement, and

whose Sphere of Influence or authorized service area contains the land ("purveyor"). Upon such conversion of water use the purveyor will pledge that the amount of water needed for such urban land use, when such urban land use is established, up to 2.0 acre-feet of water per acre of land per year will be made available for service for such converted land by purveyor under its then existing standard laws, regulations, rules and policies, or for service arranged by such purveyor, subject only to prohibition of such service by a federal, state agency or court with jurisdiction to enforce such prohibition. The owner of such converted land shall have the right to enforce such pledge by specific performance or writ of mandate under the terms of the Peace Agreement. No monetary damages shall be awarded.

- 9.6 Voluntary Agreement. The members of the Agricultural Pool, including the State of California, shall have the right to engage in a voluntary agreement with an Appropriator which has a service area contiguous to or inclusive of the agricultural land, to provide water allocated from the Agricultural Pool to the overlying land for agricultural use on behalf of the member of the Agricultural Pool unless otherwise prohibited by general law. The Appropriator providing service shall be entitled to a pumping credit to offset Production pursuant to the Peace Agreement section 5.3(i). This provision will be construed as permitting Watermaster to accept new voluntary agreements only to the extent that such voluntary agreements occur within areas eligible for conversion as described in Attachment 1 to the Judgment, previously added to the Judgment as an amendment of the Order of the Court dated November 17, 1995.
- 9.7 Assignment of Overlying Rights. In addition to the Voluntary Agreement under section 9.6 above, should an Appropriator take an assignment of rights from a Non-Agricultural Pool member, the agreement shall provide that the Appropriator may undertake to provide water service to such overlying land, but only to the extent necessary to provide water service to said overlying lands. Watermaster shall make available to members of the Non-Agricultural Pool and/or Appropriative Pool, a standard form which shall be completed and filed with Watermaster. Any assignment, lease and/or license shall be ineffective unless provided on the standard form approved by Watermaster and filed with Watermaster. [Based on Judgment Exhibit "H" ¶ 13; Exhibit "G" ¶ 6.]

ARTICLE X

APPLICATIONS, CONTESTS AND COMPLAINTS

- 10.0 Purpose. This Article sets forth the Watermaster rules and procedures for processing requests by a person for: (i) Watermaster approval of Recharge and Transfer; (ii) Qualifying Storage and Recapture; (iii) amendments to previously approved Applications; (iv) reimbursement or a credit for costs incurred by a party to the Judgment in furtherance of the OBMP; and (v) a Complaint for redress arising from an alleged Material Physical Injury to a party to the Judgment or the Basin. However, the procedures described in this Article X shall not be construed to apply to Watermaster actions, decisions, or rules other than as expressly set forth herein. All proceedings hereunder shall be conducted in an expeditious manner.
- 10.1 Notice and Opportunity to be Heard. Watermaster shall provide reasonable notice and opportunity to be heard to any person requesting Watermaster review or approval of any matter arising under this Article.
- 10.2 Judicial Review.
- (a) The Complaint procedures set forth in this Article X are not intended to constitute an exclusive remedy or constitute a requirement that a party to the Judgment exhaust this discretionary remedy. However, a party to the Judgment may elect to avail itself of the procedures set forth herein by filing a Complaint and requesting relief from any actual or threatened Material Physical Injury to any person or to the Basin where the alleged injury arises from the Recharge, Transfer or Qualifying Storage or Recapture of water by any person other than Watermaster.
 - (b) Once a party to the Judgment elects to pursue redress under the provisions of this Article, it shall exhaust this process until conclusion unless there is a sudden, unexpected event or emergency that causes a need for immediate judicial review or in the event that the Watermaster has failed to take action on a longstanding request. Thus, other than in the event of an emergency or where Watermaster has engaged in undue delay, a party to the Judgment may not seek judicial review of a Watermaster action on a pending Application or Complaint until the Watermaster Board has taken final action under the provisions of this Article. However, the procedures described in this Article X shall not preclude any party from seeking judicial review of any action, decision or rule of Watermaster in accordance with paragraph 31 of the Judgment.
- 10.3 Applications for Watermaster Approval: In General. Any party to the Judgment requesting approval by Watermaster for the Recharge, Transfer, Qualifying Storage or Recapture of water in the Basin, or reimbursements or credits against OBMP Assessments, or any person requesting approval of an agreement to participate in a Storage and Recovery Program, may make Application to Watermaster as provided in these Rules and Regulations.
- (a) Requests for Watermaster approval shall be processed by Application to the Watermaster.

- (b) All Applications shall be submitted to Watermaster in compliance with the requirements set forth in this Article. Approved forms for use by persons requesting Watermaster approval pursuant to this section are attached hereto as Appendix 1. Watermaster shall have no obligation to process incomplete Applications.
- (c) No person shall obtain a right to engage in the activities subject to an Application to Watermaster under these Rules and Regulations or the Judgment unless and until the proposed action is approved by Watermaster as provided herein.
- (d) Upon approval by Watermaster, the person shall have the right to proceed in accordance with the terms and conditions of the Watermaster approval. The rights of a party shall be construed consistent with the Judgment and subject to the terms and conditions set forth in Watermaster's approval.

10.4 Recharge Applications. Any party to the Judgment may make a request for Watermaster approval to engage in Recharge by submitting an Application to Watermaster that includes the following information.

- (a) The identity of the person proposing to engage in Recharge;
- (b) The quantity of water to be Recharged;
- (c) The quality of water to be Recharged;
- (d) The duration of the Recharge;
- (e) The method of the Recharge; and
- (f) The facilities to be used in the Recharge, and their location.

10.5 Transfer Applications. Any party to the Judgment may request Watermaster's approval for a Transfer by submitting an Application to Watermaster. A party to the Judgment that Produces water may in the same Fiscal Year request approval of a Transfer to offset all or a portion of its Replenishment Obligation, subject to the Watermaster's authority to approve or reject the Application under the provisions of this Article. An Application for Transfer shall include the following information:

- (a) The identity of the transferee and transferor;
- (b) The maximum quantity of water to be Transferred;
- (c) The duration of the Recovery of the quantity of water Transferred;
- (d) The location of the Production facilities from which the water will be Transferred, if known;
- (e) The location of the Production facilities from which the Transferred water will be Recaptured and Produced, if known; and

- (f) The rate of extraction at which the Transferred water will be Recaptured and Produced.

10.6 Qualifying Storage Agreements. A party to the Judgment may request Watermaster's approval of a Local Storage Agreement to store Supplemental Water, or, after July 1, 2005, a party to the Judgment may request Watermaster's approval of the accumulation of Excess Carry-Over Water in the event the party's aggregate Carry-Over Water exceeds its share of assigned Operating Safe Yield or Safe Yield. Prior to July 1, 2005, a party to the Judgment shall also be required to obtain a Local Storage Agreement to store Excess Carry-Over Water, and Watermaster shall approve such agreements under uniform terms and conditions. In addition, so long as there is then less than 100,000 acre-feet of Supplemental Water that was placed in Local Storage after July 1, 2000, a party to the Judgment's request to store Supplemental Water under a Local Storage Agreement shall be approved by Watermaster. The Applicant may include a plan for Recapture within the request for approval of the Qualifying Storage or subsequently identify the proposed plan for Recapture under an independent Application for Recapture or combine the request for subsequent approval in an Application for Transfer.

- (a) Any party to the Judgment may file an Application to store Supplemental Water pursuant to a Local Storage Agreement. The Application shall include the following information:
 - (i) The identity of the person(s) that will Recharge, Store and Recover the water;
 - (ii) The quantity of Supplemental Water to be Stored and Recovered;
 - (iii) The proposed schedule and method for the Recharge of water for Storage, if any;
 - (iv) The proposed schedule for Recovery, if any;
 - (v) The location of the Recharge facilities through which the Stored water will be Recharged, if any;
 - (vi) The location of the Production facilities through which the Stored water will be Recovered, if known; and
 - (vii) The water levels and water quality of groundwater in the areas likely to be affected by the storage and Recovery.
- (b) Each Producer shall have the right to store its un-Produced Carry-Over Water in the Basin. Excess Carry-Over Water placed into Local Storage after July 1, 2005 shall require a Local Storage Agreement with Watermaster. A Producer may file an Application prior to July 1, 2005 for a Local Storage Agreement for Excess Carry-Over Water that will be placed into Local Storage after July 1, 2005. Such an Application shall include the following information:

- (i) The identity of the person(s) that will store and Recover the Carry-Over Water;
- (ii) The quantity of Carry-Over Water to be stored and Recovered;
- (iii) The proposed schedule for the Recovery, to the extent known;
- (iv) The location of the Production facilities through which the stored Carry-Over Water will be Recovered, to the extent known; and
- (v) The water levels and water quality of Groundwater in the areas likely to be affected by the Production of the stored Carry-Over Water.

10.7 Storage and Recovery Program. Any person may request Watermaster's approval of an Agreement to participate in a Storage and Recovery Program by submitting an Application to Watermaster that, at a minimum, includes the following information:

- (a) The identity of the person(s) that will Recharge, store and Recover the water as well as its ultimate place of use;
- (b) The quantity of water to be Stored and Recovered;
- (c) The proposed schedule for the Recharge of water for storage, if any;
- (d) The proposed schedule and method for Recovery;
- (e) The location of the Recharge facilities through which the Stored Water will be Recharged;
- (f) The location of the Production facilities through which the Stored Water will be Recovered;
- (g) The water levels and water quality of the Groundwater in the areas likely to be affected by the Storage and Recovery, if known; and
- (h) Any other information that Watermaster requires to be included.

10.8 Recapture. Any person may file an Application for approval of its Recovery of water held in storage. Recapture of water may be approved by Watermaster as a component of and coincident with a request for approval of Qualifying Storage or a Transfer. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for Recovery is not yet known. An Application for Recapture shall include the following information:

- (a) The identity of the person(s) that Recharged and stored the water;
- (b) The identity of the person(s) that will Recover the water as well as its ultimate place of use;

- (c) The quantity of water to be Recovered;
- (d) The proposed schedule for Recovery;
- (e) The location of the Production facilities through which the Stored Water will be Recovered;
- (f) The existing water levels and water quality of the Groundwater in the areas likely to be affected by the Recovery; and
- (g) Any other information that Watermaster requires to be included.

10.9 Credits Against OBMP Assessments and Reimbursements. Any Producer, including the State of California, may make Application to Watermaster to obtain a credit against OBMP Assessments or for reimbursements by filing an Application that includes the following information:

- (a) The identity of the party to the Judgment;
- (b) The specific purposes of the OBMP satisfied by the proposed project;
- (c) The time the project is proposed to be implemented and a schedule for completion;
- (d) The projected cumulative project costs; and
- (e) The specific capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating Groundwater Production facilities.

10.10 Watermaster Summary and Notification of a Pending Application. Upon Watermaster's receipt of an Application for Recharge, Transfer, Storage, Recapture or for a credit or reimbursement, Watermaster shall prepare a written summary and an analysis (which will include an analysis of the potential for Material Physical Injury) of the Application and provide Active Parties with a copy of the written summary and advance notice of the date of Watermaster's scheduled consideration and possible action on any pending Applications. The notice shall be accompanied by the Watermaster summary and analysis and it shall reasonably describe the contents of the Application and the action requested by the Applicant. Watermaster shall provide the following minimum notice to the Active Parties:

- (a) Applications for Recharge: 30 (thirty) days.
- (b) Applications for Transfer: 30 (thirty) days.
- (c) Applications for Storage and Recovery: 90 (ninety) days.
- (d) Local Storage Agreement or Recapture: 30 (thirty) days.

- 10.11 All Applications Considered by Pool Committees. All Applications shall be considered by the Pool Committees. Following its completion of the summary and analysis and the issuance of the required notice as provided in section 10.10, Watermaster Staff shall place the Application on the first available Pool Committee Agenda for each of the respective Pool Committees for consideration, discussion, recommendations or proposed conditions. The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.
- 10.12 Watermaster Investigations of Applications. Watermaster may, in its discretion, cause an investigation of the Groundwater or the portion of the Basin affected by a pending Application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations.
- 10.13 Contesting an Application. Following consideration of an Application by each Pool Committee, a Contest to the Application may be filed by any party to the Judgment. Contests to Applications filed by parties to the Judgment or other persons requesting Watermaster's approval pursuant to this Article shall be submitted in writing a minimum of fourteen (14) days prior to the date scheduled for Advisory Committee consideration and possible action. The Contest shall describe the basis for the Contest and the underlying facts and circumstances. Watermaster shall provide notice of the Contest to the Active Parties.
- 10.14 Contents of a Contest.
- (a) Each Contest shall include the name and address of the Contestant and show that the Contestant has read either the application or the related notice.
 - (b) If the Contest is based upon the allegation that the proposed action may result in Material Physical Injury to a party to the Judgment or the Basin, there shall be an allegation of the specific injury to the Contestant or to the Basin which may result from the proposed action and an identification of any then available evidence to support the allegation. If the Contest identifies documentary evidence other than Watermaster records or files, the Contestant shall serve copies of the documentary evidence on Watermaster and the Applicant seven (7) days prior to the hearing. If relevant to the Contest, the Contestant shall provide Watermaster with the location of the Contestant's extraction and place of use. The location shall be described with sufficient accuracy so that the position thereof relative to the proposed action may be determined. If relevant to the Contest, the Contestant shall describe the Contestant's purpose of use.
 - (c) If a Contest is based upon other grounds it shall summarize the grounds of the Contest.
 - (d) The Contest shall set forth any conditions or amendments to the proposed action which, if agreed upon, would result in withdrawal of the Contest.

- (e) If Watermaster finds the Contest fails to comply with this provision, it may reject the Contest and deny the request for hearing if the Contestant fails to correct the defect and file a proper Contest within five (5) business days of the Watermaster's rejection. In any instance where a rebuttable presumption is applicable, the Watermaster shall include a statement in the rejection of the Contest that the Contestant has failed to reference any potential substantial evidence to overcome the presumption of no Material Physical Injury.
- 10.15 Extensions of Time and Continuance for Good Cause. An Applicant or Contestant may request an extension of time to file a Contest and Answer or for a continuance of a scheduled hearing and the request may be granted by Watermaster staff where good cause exists.
- 10.16 Applicant May Answer the Contest. An Applicant or project proponent may elect to file a written Answer to any Contest.
- (a) Contents. An Answer shall be responsive to the allegations contained in the Contest.
 - (b) Time for Filing. Answers shall be filed at least seven (7) days prior to the scheduled hearing. If the Applicant intends to rely on documentary evidence other than Watermaster records or files, the Applicant shall serve copies of the documentary evidence upon Watermaster and the Contestant a minimum of three (3) days prior to the hearing.
- 10.17 Uncontested Applications by Parties to the Judgment.
- (a) The Advisory Committee and Board shall consider and may approve any uncontested Application. No hearing shall be required for an uncontested Application by a party to the Judgment unless there is good cause to hold a hearing. Where good cause appears, the Advisory Committee and the Board may deny, condition, or continue an uncontested Application. However, Watermaster shall not deny an Application until it has referred the matter to a hearing officer. In the case of a proposed denial or conditional approval, and upon the request of the Applicant, Watermaster shall schedule an appropriate and timely hearing in general conformity with this Article X.
 - (b) An uncontested Application shall be considered at the first regularly scheduled meeting of the Advisory Committee following the expiration of the Contest period.
 - (c) The Advisory Committee shall consider the Application, the staff Summary and Analysis and staff report and any rebuttable presumption that may be applicable and make any determinations under the Judgment in accordance with the provisions of section 10.25 herein.
 - (d) Following consideration by the Advisory Committee, the matter shall be transmitted to the Board for consideration. The Board shall also consider the

Application, the staff summary and Analysis and staff report and any rebuttable presumption that may be applicable, as well as the Advisory Committee action consistent with the Judgment. The Board's determination shall be made in accordance with the provisions of section 10.25 herein.

- (e) In each case where Watermaster the Advisory Committee or Board denies or conditions an uncontested Application made by a party to the Judgment, it must support its determination by substantial evidence and act in a manner that is consistent with the Judgment and the Peace Agreement.
- 10.18 Contested Applications. In each case where a Contest is filed, the matter shall be set for hearing by Watermaster staff in coordination with the hearing officer and the parties to the proceeding.
- 10.19 Applications by Persons not Parties to the Judgment. In its sole discretion, Watermaster may review, consider, process and decide upon Applications made by persons not parties to the Judgment. However, Watermaster may not approve or conditionally approve such an Application without first holding a hearing in accordance with this Article X.
- 10.20 Complaints in General. Any party to the Judgment may file a Complaint with Watermaster alleging that the conduct of another person is causing or will cause Material Physical Injury in violation of these Rules and Regulations, the Judgment and the Peace Agreement.
- (a) The Complaint shall identify the name of the Complainant, the specific action or conduct that is causing or will or may cause Material Physical Injury, and any recommended mitigation measures or conditions that might avoid or reduce the alleged Material Physical Injury.
 - (b) Upon receipt of the Complaint by Watermaster, it shall prepare a summary of the allegations and serve the summary along with a notice of the Complaint to the parties to the Judgment within 30 (thirty) days from filing.
 - (c) Any party to the Judgment may file an Answer to the Complaint within 14 (fourteen) days of the date of the notice of Complaint or other time as may be prescribed in the Watermaster notice of the Complaint.
 - (d) Watermaster shall schedule a hearing on the Complaint within 30 (thirty) days of the notice of the Complaint.
 - (e) A party to the Judgment's failure to appear or Contest a hearing on the approval of an Application of any matter before Watermaster shall not be a bar to the party's right to file a Complaint as provided herein. However, a party shall not be permitted to file a Complaint if it knew or should have known of a particular harm that that party would suffer and had a reasonable opportunity to object at the time of the original approval process but did not file such a Contest.

- (f) Any party to the Judgment may request an extension of time to file an Answer or to continue the hearing, which may be granted for good cause by Watermaster.
 - (g) Any party to a Complaint proceeding that intends to rely upon documentary evidence at the hearing, other than Watermaster documents or files, shall serve copies of the evidence upon Watermaster and the other parties to the proceeding a minimum of seven (7) days in advance of the hearing.
 - (h) Watermaster may, in its discretion, cause an investigation of the injury alleged to exist by the pending Complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations.
- 10.21 All Complaints Considered by Pool Committees. All Complaints shall be considered by the Pool Committees. Following consideration by the respective Pool Committees, if the Complaint is not dismissed any person(s) directly impacted by the Complaint may file an Answer in accordance with the provisions of section 10.16 and the Complaint shall be set for hearing.
- 10.22 Designation of Hearing Officer for Applications, Contests and Complaints. The Watermaster Board shall develop and maintain a panel of five individuals that have technical expertise and some familiarity with the Basin. The hearing officer shall be selected by the mutual agreement of each side. If mutual agreement cannot be reached, each side to any hearing on an Application or Complaint shall rank their preferred hearing officer from one (1) to five (5). The panel member receiving the highest total score shall be selected by the Watermaster Board as the Hearing Officer, unless he or she is unable to serve in which case the panel member receiving the next highest rank shall be selected. Ties shall be broken by vote of the Watermaster Board. Watermaster may add or remove new members to the five member panel from time to time or as circumstances may warrant. There shall be only two sides in any hearing and intervenors shall be assigned to a side.
- 10.23 Duty of the Hearing Officer. The hearing officer shall conduct the hearings in accordance with the provisions of this Article. It shall be the responsibility of the hearing officer to compile the record, develop proposed findings and recommendations supported by substantial evidence in the record within thirty days of the hearing and transmit the record to the Advisory Committee and thereafter the Watermaster Board for further action. The hearing officer shall have and shall exercise the power to regulate all proceedings in any matter before it, and to take and do all acts and measures necessary or proper for the efficient performance of its duties.
- 10.24 Procedure at Hearings on Applications, Contests and Complaints
- (a) Parties Recognized at Hearing. Only the Applicant(s), Contestant(s), Watermaster staff and other party or parties to the Judgment which the hearing officer, in its discretion, allows to intervene as Applicant or Contestant, may be allowed to appear at the hearing.

- (b) Appearances. Persons appearing on their own behalf shall identify themselves at the beginning of the hearing. When a person is represented by an agent or attorney, such agent or attorney shall likewise enter an appearance before the hearing officer and thereafter will be recognized as fully controlling the case on behalf of that party to the proceeding.
- (c) Conduct of Hearings. Hearings shall be open to the public. The hearing officer has and shall exercise the power to regulate all proceedings in any manner before it, and to do all acts and take all measures necessary or proper for the efficient performance of its duties. The hearing officer may rule on the admissibility of evidence and may exercise such further and incidental authority as necessary for the conduct of the proceedings.
- (d) Evidence. The hearing need not be conducted according to technical rules of evidence and witnesses. Any relevant, non-repetitive evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions.
- (e) Rebuttable Presumption. A rebuttable presumption under these Rules and Regulations means that the presumption shall be sufficient to approve an Application, unless a party to the Judgment opposing the Application produces substantial evidence to rebut the presumption. Once the party to the Judgment opposing the Application produces substantial evidence in support of their contention that an action may cause Material Physical Injury to a party to the Judgment or the Basin, the presumption shall be deemed rebutted.
- (f) Official Notice. Before or after submission of a matter for decision, official notice may be taken by the Hearing Officer of such facts as may be judicially noticed by the courts of this State.
- (g) Evidence by Reference. Public records of Watermaster which are relevant to the subject of the hearing and books, reports or other papers and pleadings which have been prepared by Watermaster and submitted previously to the Court, may in the discretion of the hearing officer, be received into evidence as exhibits without the need of supplying copies to Watermaster or other parties to the proceeding.
- (h) Examination of Witnesses. Each party to the proceeding shall have the right to call and examine witnesses and introduce exhibits. Watermaster staff and consultants may participate in the hearing as appropriate, using their technical knowledge and experience for the primary purpose of developing a full, fair and accurate record, including the questioning of any witness or the agents for any party to the proceeding
- (i) Order of Procedure. There shall be an opening statement by Watermaster staff, summarizing the subject matter and purpose of the hearing and the procedures to

be followed. The designated hearing officer will then ask all persons wishing to participate in the hearing to identify themselves. Staff shall present any written reports, or summary of any findings resulting from an investigation of the Application or the Complaint. The Applicant or the Complainant shall then proceed in the case in chief, followed by the Contestant(s) or the Respondents. The Applicant and the Complainant will then be afforded an opportunity to present any responsive evidence. The hearing officer may allow further response as the interests of justice may require. Questions from the hearing officer or Watermaster staff shall be appropriate at any time.

- (j) Opening Statements and Closing Briefs. Prior to presenting their case, any party to the proceeding may file a written opening statement, or may make an oral opening statement, the length of which may be prescribed by the hearing officer. At the close of the hearing, if the hearing officer deems it advisable, time will be allowed for the filing of written briefs.
- (k) Record. The record of the hearing shall consist of all documents submitted for consideration as well as all testimony presented. Tape recordings of all testimony shall be made. Any party, at that party's sole expense, may have a court reporter present at the hearing.
- (l) Completion of Record. The Hearing Officer may request assistance from Watermaster staff and general counsel in completing the record, proposed findings and recommendations. The Hearing Officer shall transmit his or her proposed findings to the Advisory Committee within thirty days of the close of the hearing. The proposed findings of the hearing officer shall be based upon substantial evidence in the record.

10.25 Watermaster Determinations.

- (a) Watermaster shall consider and may approve, deny, or condition any contested Application. Prior to rendering a determination on a contested Application or a Complaint, both the Advisory Committee or the Board may also each remand the matter for further findings by the hearing officer a maximum of one time each. The hearing officer shall conduct any additional hearings and complete its review and rehearing and transmit its subsequent report to the Advisory Committee within thirty days from the date of notice from Watermaster of the need for additional findings.
- (b) A contested Application or a Complaint shall be considered at the first regularly scheduled meeting of the Advisory Committee following the transmittal of the record, proposed findings of fact and recommendations by the hearing officer and no later than 30 days from the date of the hearing. The Advisory Committee shall consider the Application, the staff summary and analysis and staff report, any rebuttable presumption, the Contest, Answer, the record, proposed findings of fact and any recommendations of the hearing officer. The Advisory Committee may amend, modify, accept or reject the report of the hearing officer, or it may direct

the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument.

- (i) The findings and decision adopted by the Advisory Committee shall be supported by citations to substantial evidence in the record.
 - (ii) If the Advisory Committee fails to base its decision on substantial evidence in the record or fails to consider the proposed findings of fact developed by the Hearing Officer, subject to the right of the Advisory Committee to remand for further findings, any Advisory Committee mandate shall not be binding on the Watermaster Board. This provision shall not be considered in construing the power of the Watermaster Board or the Advisory Committee that may exist under the Judgment.
- (c) Following consideration by the Advisory Committee, the matter shall be transmitted to the Board for consideration within the next thirty (30) days. The Board shall also consider the Application, the staff summary, analysis and staff report, any rebuttable presumption that may be applicable, the Contest, the Answer, the record, the proposed findings of fact and recommendations of the hearing officer, as well as the Advisory Committee action consistent with the Judgment. The Watermaster Board may amend, modify, accept or reject the report of the hearing officer, or it may direct the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument. If the Board directs the hearing officer to conduct a re-hearing, then the proposed findings of fact and any recommendations shall be transmitted to the Advisory Committee for re-consideration prior to transmittal to the Board.
- (d) Watermaster Action. In acting upon a Complaint, or by approving, denying or conditioning in whole or in part any Application under this Article, the determinations made by the Watermaster Advisory Committee and Board shall be based upon substantial evidence in the record developed by the hearing officer and then before the Advisory Committee and Board. In making such determinations, the Advisory Committee and Board shall act in a manner consistent with the Judgment, the Peace Agreement and these Rules and Regulations. Each shall support its determinations by written findings. Each shall consider all relevant evidence presented and give due consideration to the policies and purposes set forth in the Judgment as well as Article X, section 2 of the Peace Agreement and the OBMP Implementation Plan.
- (e) No Restriction on Rights to Judicial Review Following Determination by Watermaster. Nothing herein shall be construed as imposing any limitation on any party's rights to seek judicial review of a Watermaster decision under this Article pursuant to paragraph 31 of the Judgment once Watermaster has rendered a decision on the respective Application or, in the case of a Complaint, to seek judicial review of a Watermaster decision where a party to the Judgment has elected to pursue Watermaster review of an action under this Article.

- (f) Emergency Review. In the event of a sudden, unforeseen and unexpected emergency impacting the health, safety and welfare of a party to the Judgment or the Basin, the party to the Judgment may seek immediate judicial review in accordance with the provisions of the Judgment and the Local Rules.
- (g) Undue Delay. Absent a Watermaster determination that extraordinary circumstances exist, Watermaster shall render its final decision on any Application filed under this Article within 180 days from the date the Application is deemed complete by Watermaster Staff. In the event Watermaster fails to offer a satisfactory response to repeated requests by a party to the Judgment to approve, deny or condition an Application or to rule on a Complaint, a party to the Judgment may request judicial review of the matter prior to the final Watermaster action.
- (h) Effective Date of Watermaster Action.
 - (i) For purposes of judicial review, any action determination or rule of Watermaster shall be the date on which the decision is filed.
 - (ii) For the purposes of determining the date on which an approved Application pursuant to Article X shall be considered effective, the approval shall relate back to date the completed Application is filed.

10.26 Application, Contests, Complaints Fees and Expenses.

- (a) Each party to the proceeding shall bear its own costs and expenses associated with the proceeding.
- (b) Watermaster's summary and analysis and participation in any hearing under this Article X shall be considered a general Watermaster administrative expense.
- (c) Upon request by the Agricultural Pool, Non-Agricultural Pool, or Appropriative Pool, the parties shall renegotiate this section 10.26. This renegotiation shall consider, but shall not be limited to, the adoption of a Court-approved resolution to address potential costs, fees and procedures incurred by parties to the Judgment and Watermaster in resolving frivolous and repetitiously unsuccessful similar contests.
- (d) Nothing herein shall be construed as precluding the right or claim by any party to the Judgment to request a reviewing Court under paragraph 31 of the Judgment to award litigation fees and costs to the extent such fees and costs may be available under general law.

CHINO BASIN WATERMASTER
RULES AND REGULATIONS

2022-2025 Update to ~~October 2022~~¹⁹ version

TABLE OF CONTENTS

Page

ARTICLE I GENERAL PROVISIONS	1
1.1 Definitions.....	1
1.2 Rules of Construction	10 11
1.3 Consistency with Judgment, Peace Agreement and Peace reement.. ..	12
1.4 No Prejudice.....	12
1.5 Amendment of Rules.. ..	12
1.6 Repeal of Existing Rules and Regulations.....	12
ARTICLE II ADMINISTRATION.....	13
2.1 Records.. ..	13
2.2 Regular Meetings.....	13
2.3 Special Meetings.....	13
2.4 Adjournment	13
2.5 Public Meetings/Hearings.....	13
2.6 Confidential Sessions.....	13 14
2.7 Notice.....	14
2.8 Quorum.....	14 15
2.9 Voting Procedures.....	14 15
2.10 Conflict of Interest.. ..	15
2.11 Minutes.. ..	15 16
2.12 Rules of Order.....	16
2.13 Compensation.	16
2.14 Employment of Experts and Agents.	16
2.15 Acquisition of Facilities.....	16 17
2.16 Investment of Funds.....	16 17
2.17 Borrowing.	16 17
2.18 Contracts.. ..	16 17
2.19 Cooperation with Other Agencies.....	16 17
2.20 Annual Administrative Budget.	17
2.21 Annual Report.....	17
2.22 Studies.....	17 18
2.23 Demonstrated CEQA Compliance.....	17 18
2.24 Notice of Litigation.....	17 18
2.25 Defense of Judgment.....	18
2.26 Written Reports.....	18
2.27 Interventions.	18
2.28 Advisory Committee and Pool Administration.....	18

TABLE OF CONTENTS
(continued)

Page

ARTICLE III MONITORING	19
3.1 Meters..	19
3.2 Reporting by Producers.....	20
3.3 Error Corrections.	20
ARTICLE IV ASSESSMENTS, REIMBURSEMENTS AND CREDITS	21
4.1 Assessments..	21
4.2 OBMP Assessments.....	22
4.3 Assessment - Procedure.	22
4.4 Assessment Adjustments..	22
4.5 Credits Against OBMP Assessments and Reimbursements.	23
4.6 Agricultural Pool Assessments and Expenses.	<u>23</u> 24
4.7 Replenishment Assessments.	24
4.8 Desalter Replenishment Assessments and Credits..	24
4.9 Consistency with Peace Agreement.....	24
4.10 OBMP Committee..	<u>24</u> 25
ARTICLE V PHYSICAL SOLUTION.....	<u>25</u>26
5.1 Physical Solution.	<u>25</u> 26
5.2 Watermaster Control.....	<u>25</u> 26
5.3 Basin Management Parameters.....	<u>25</u> 26
ARTICLE VI SAFE YIELD AND OPERATING SAFE YIELD	<u>26</u>27
6.1 Annual Production Right..	<u>26</u> 27
6.2 New Yield.	<u>26</u> 27
6.3 Accounting of Unallocated Agricultural Portion of Safe Yield.....	<u>27</u> 28
6.4 Conversion Claims.....	<u>27</u> 30
6.5 Recalculation of Safe Yield.	<u>28</u> 30
ARTICLE VII RECHARGE	31
7.1 In General.....	31
7.2 Recharge of Supplemental Water.	34
7.3 Recharge of 6,500 Acre-Feet of Supplemental Water in Management Zone..	<u>34</u> 35
7.4 Sources of Replenishment Water.....	35

TABLE OF CONTENTS

(continued)

Page

7.5	Desalter Replenishment	<u>3536</u>
7.6	Method of Replenishment.....	<u>3938</u>
7.7	Accumulations.	<u>3938</u>
7.8	In-Lieu and Other Negotiated Procedures:	<u>3938</u>
ARTICLE VIII STORAGE		<u>4039</u>
8.1	In General.....	<u>4039</u>
8.2	Local Storage: Special Considerations	<u>4344</u>
8.3	Groundwater Storage and Recovery Program; Special Considerations	<u>4548</u>
8.4	Recapture.	<u>4750</u>
ARTICLE IX TRANSFERS		<u>4851</u>
9.1	In General.....	<u>4851</u>
9.2	Application to Transfer.....	<u>4851</u>
9.3	Integrated Watermaster Review.....	<u>4952</u>
9.4	Transfer of Non-Agricultural Pool Production Rights.....	<u>4952</u>
9.5	Early Transfer.	<u>5154</u>
9.6	Voluntary Agreement.....	<u>5255</u>
9.7	Assignment of Overlying Rights	<u>5255</u>
ARTICLE X APPLICATIONS, CONTESTS AND COMPLAINTS		<u>5356</u>
10.1	Notice and Opportunity to be Heard.....	<u>5356</u>
10.2	Judicial Review.....	<u>5356</u>
10.3	Applications for Watermaster Approval: In General.....	<u>5356</u>
10.4	Recharge Applications	<u>5457</u>
10.5	Transfer Applications.....	<u>5457</u>
10.6	Qualifying Storage Agreements.....	<u>5558</u>
10.7	Storage and Recovery Program	<u>5659</u>
10.8	Recapture.	<u>5659</u>
10.9	Credits Against OBMP Assessments and Reimbursements	<u>5760</u>
10.10	Watermaster Summary and Notification of a Pending Application.	<u>5760</u>
10.11	All Applications Considered by Pool Committees.	<u>5861</u>
10.12	Watermaster Investigations of Applications.....	<u>5861</u>
10.13	Contesting an Application.....	<u>5861</u>
10.14	Contents of a Contest.....	<u>5861</u>
10.15	Extensions of Time and Continuance for Good Cause.....	<u>5962</u>

TABLE OF CONTENTS
(continued)

	Page
10.16 Applicant May Answer the Contest.....	<u>5962</u>
10.17 Uncontested Applications by Parties to the Judgment.....	<u>5962</u>
10.18 Contested Applications.	<u>6063</u>
10.19 Applications by Persons not Parties to the Judgment	<u>6063</u>
10.20 Complaints in General..	<u>6063</u>
10.21 All Complaints Considered by Pool Committees.	<u>6164</u>
10.22 Designation of Hearing Officer for Applications, Contests and Complaints..	<u>6164</u>
10.23 Duty of the Hearing Officer.....	<u>6165</u>
10.24 Procedure at Hearings on Applications, Contests and Complaints.....	<u>6165</u>
10.25 Watermaster Determinations.	<u>6367</u>
10.26 Application, Contests, Complaints Fees and Expenses.	<u>6569</u>

ARTICLE I GENERAL PROVISIONS

1.0 Title.

This document shall be known and may be referred to as the "~~2025~~~~2022~~ Update to the ~~2022~~~~19~~ Chino Basin Watermaster Rules and Regulations" adopted pursuant to the Judgment.

1.1 Definitions.

As used in these Rules and Regulations, these terms, including any grammatical variations thereof shall have the following meanings.

- (a) "Active Parties" means all parties to the Judgment other than those who have filed a written waiver of service of notices with Watermaster, pursuant to Paragraph 58 of the Judgment. [Judgment ¶ 4(a).]
- (b) "Adjusted Physical Production" shall have the definition given in section 7.5(b)(iv).
- (c) "Agricultural Pool" shall have the meaning of Overlying (Agricultural) Pool as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(a).]
- (d) "Agricultural Pool Committee" shall mean the designated representatives and alternates who serve on behalf of the Agricultural Pool.
- (e) "Annual or Year" means a fiscal year, July 1 through June 30 following, unless the context shall clearly indicate a contrary meaning. [Judgment ¶ 4(b).]
- (f) "Annual Production Right" means the total amount of water available to the Appropriative Pool in any year from all available sources (e.g., Carry-Over Water, assigned share of Operating Safe Yield, Transfers, New Yield, water Recaptured from Storage, land-use conversions, Early Transfer) which Watermaster shall determine can be Produced by the members of the Appropriative Pool free of a Replenishment Obligation.
- (g) "Answer" means the written response that may be filed to a Complaint or the reply to a Contest pursuant to the provisions of Article X.
- (h) "Applicant" means a person that files an Application for Watermaster approval of an action pursuant to Article X.
- (i) "Application" means a request filed by any person pursuant to the provisions of Article X, seeking (i) Watermaster approval of Recharge, Transfer, Recapture or Qualifying Storage operations or activities or (ii) for Watermaster approval of a credit or reimbursement.

- (j) "Appropriative Pool" shall have the meaning as used in the Judgment and shall include all its members. [Peace Agreement § 1.1(b).]
- (k) "Basin Water" means Groundwater within the Chino Basin which is part of the Safe Yield, Operating Safe Yield, New Yield), or Replenishment Water in the Basin as a result of operations under the Physical Solution decreed in the Judgment. Basin Water does not include "Stored Water" under the Judgment and the Peace Agreement. [Judgment ¶ 4(d).]
- (l) "Best Efforts" means reasonable diligence and reasonable efforts under the totality of the circumstances. [Peace Agreement § 1.1(d).] Note: a rule of construction applies to this definition. See section 1.2(e) below.
- (m) "CBWCD" means the Chino Basin Water Conservation District. [Peace Agreement § 1.1(e).]
- (n) "Carry-Over Right" means the annual unpumped share of Safe Yield and Operating Safe Yield that is reserved to be pumped first the following year by the members of the Non-Agricultural Pool and the Appropriative Pool respectively. [Based on the Judgment Exhibit "G" ¶ 7 and Exhibit "H" ¶ 12.]
- (o) "Carry-Over Water" means the un-Produced water in any year that may accrue to a member of the Non-Agricultural Pool or the Appropriative Pool and that is Produced first each subsequent Fiscal Year or stored as Excess Carry-Over. (Judgment Exhibit H ¶ 12.)
- (p) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 et seq; 14 California Code of Regulations 15000 et seq. [Peace Agreement § 1.1(f).]
- (q) "Chino Basin" or "Basin" means the Groundwater basin underlying the area shown on Exhibit "B" to the Judgment and within the boundaries described on Exhibit "K" to the Judgment. [Judgment ¶ 4(f) and Peace Agreement § 1.1(g).]
- (r) "Chino Basin Watershed" means the surface drainage area tributary to and overlying Chino Basin. [Judgment ¶ 4(g) and Peace Agreement § 1.1(h).]
- (s) "Chino I Desalter," also known as the SAWPA Desalter, means the Desalter owned and operated by PC 14 with a present capacity of approximately eight (8) million gallons per day (mgd) and in existence on the Effective Date. [Peace Agreement § 1.1(i).]
- (t) "Chino I Desalter Expansion" means the planned expansion of the Chino I Desalter from its present capacity of approximately eight (8) mgd to a capacity of up to fourteen (14) mgd. [Peace Agreement § 1.1(j).]
- (u) "Chino II Desalter" means a new Desalter not in existence on the Effective Date with a design capacity of approximately ten (10) mgd, to be constructed and

operated consistent with the OBMP and to be located on the eastside of the Chino Basin. [Peace Agreement § 1.1(k).]

- (v) "Chino North Management Zone" means the Chino North Management Zone, as it is illustrated in the 2004 Basin Plan amendment (Regional Water Quality Control Board Resolution R8-2004-0001, "Resolution Amending the Water Quality Control Plan for the Santa Ana River Basin to Incorporate an Updated Total Dissolved Solids (TDS) and Nitrogen Management Plan for the Santa Ana Region Including Revised Groundwater Subbasin Boundaries, Revised TDS and Nitrate-Nitrogen Quality Objectives for Groundwater, Revised TDS and Nitrogen Wasteload Allocations, and Revised Reach Designations, TDS and Nitrogen Objectives and Beneficial Uses for Specific Surface Waters").
- (w) "Committee(s)" means any of the Pool Committees or the Watermaster Advisory Committee as the context may compel.
- (x) "Complainant" means a party to the Judgment that files a Complaint pursuant to Article X.
- (y) "Complaint" means a claim filed by a party to the Judgment with Watermaster pursuant to the provisions of Article X.
- (z) "Contest" means an objection filed by a party to the Judgment pursuant to the provisions of Article X.
- (aa) "Contestant" means a party to the Judgment that files a Contest pursuant to the provisions of Article X.
- (bb) "Court" means the court exercising continuing jurisdiction under the Judgment. [Peace Agreement § 1.1(1).]
- (cc) "Court's Findings and Order, dated July 21, 2021" shall mean the Court's Findings and Order Re Motion Regarding Implementation of the Local Storage Limitation Solution, dated July 21, 2021.
- (dd) "Court's Findings and Order, dated March 15, 2019" shall mean the Court's Findings and Order Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule, dated March 15, 2019.
- (ee) "Court's Orders, dated April 28, 2017" shall mean the Court's Orders for Watermaster's Motion Regarding the 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6, dated April 28, 2017.
- (ff) "Court's Orders, dated July 31, 2020" shall mean the Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6, dated July 31, 2020.

(gg) “Court’s Order, dated January 10, 2025” shall mean the Court’s Findings and Order Granting Motion to Increase the Safe Storage Capacity of the Chino Basin, dated January 10, 2025.

(ee)(hh) “Date of Execution” means the first day following the approval and execution of the Peace Agreement by the last Party to do so which date is August 1, 2000. [Peace Agreement § 1.1(m).]

(ff)(ii) “Desalter” and “Desalters” means the Chino I Desalter, Chino I Desalter Expansion, the Chino II Desalter, related facilities and Future Desalters, consisting of all the capital facilities and processes that remove salt from Basin Water, including extraction wells, transmission facilities for delivery of groundwater to the Desalter, Desalter treatment and delivery facilities for the desalted water including pumping and storage facilities, and treatment and disposal capacity in the SARI System. [Peace Agreement § 1.1(n).]

(gg)(ji) “Early Transfer” means the reallocation of Safe Yield in accordance with the Peace Agreement where water from the Agricultural Pool is made available to the Appropriative Pool on an annual basis. [Peace Agreement § 1.1(o).]

(hh)(kk) “Effective Date” refers to the Effective Date of the Peace Agreement and means October 1, 2000. [Peace Agreement § 1.1(p).]

(ii)(ll) “Excess Carry-Over Water” means Carry-Over Water which in aggregate quantities exceeds a party's share of Safe Yield in the case of the Non-Agricultural Pool, or the assigned share of Operating Safe Yield in the case of the Appropriative Pool, in any year.

(jj)(mm) “Future Desalters” means enlargement of the Chino I Desalter to a capacity greater than the Chino I Expansion or enlargement of the Chino II Desalter and any other new Desalter facilities that may be needed to carry out the purposes of the OBMP over the term of the Peace Agreement. [Peace Agreement § 1.1(q).]

(kk)(nn) “General law” means all applicable state and federal laws. [Peace Agreement § 1.1(r).]

(ll)(oo) “Groundwater” means all water beneath the surface of the ground. [Judgment ¶ 4(h) and Peace Agreement § 1.1(s).]

(mm)(pp) “Groundwater Storage Agreement” means either a Local Storage Agreement or an agreement in connection with a Storage and Recovery Program.

(nn)(qq) “Hydraulic Control” means the reduction of groundwater discharge from the Chino North Management Zone to the Santa Ana River to de minimus quantities. [Peace II Agreement § 1.1(b).]

(oo)(rr) “Hydrologic Balance” means the maintenance of total inflow at a level generally equivalent to total outflow as measured over an appreciable period of time that

is sufficient to account for periodic changes in climate and watershed, basin and land management conditions.

~~(pp)~~(ss) "IEUA" means the Inland Empire Utilities Agency, referred to in the Judgment as Chino Basin Municipal Water District. [Peace Agreement § 1.1(t).]

~~(qq)~~(tt) "In-lieu Recharge" means taking supplies of Supplemental Water in lieu of pumping groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, as provided in Exhibit "H" Paragraph 11 of the Judgment. [Peace Agreement § 1.1(u).]

~~(rr)~~(uu) "Judgment" means the Judgment dated January 27, 1978, in San Bernardino County Case No. 164327 (redesignated as San Bernardino County Case No. RCV RS51010) as restated pursuant to Order Adopting Restated Judgment, dated September 27, 2012, amended pursuant to Order Approving Amendments to Restated Judgment and Rules and Regulations Regarding Compensation of Watermaster Board Members, dated August 22, 2014, ~~Court's Orders for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6~~, dated April 28, 2017, Court's Findings and Order, dated March 15, 2019, ~~Court's Order Granting Motion for Court Approval of Amendments to Restated Judgment Regarding Compensation of Watermaster Pool and Advisory Committee Members, dated June 26, 2020, Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6~~, dated July 31, 2020, and other such amendments. [See Peace Agreement § 1.1(v).]

~~(ss)~~(vv) "Leave Behind" means a contribution to the Basin from water held in storage within the Basin under a Storage and Recovery Agreement that may be established by Watermaster from time to time that may reflect any or all of the following: (i) actual losses; (ii) equitable considerations associated with Watermaster's management of storage agreements; and (iii) protection of the long-term health of the Basin against the cumulative impacts of simultaneous recovery of groundwater under all storage agreements. [Peace II Agreement § 1.1(c).]

~~(tt)~~(ww) "Local Imported Water" is water from any origin, native or foreign which was not available for use or included in the calculation of Safe Yield of the Chino Basin at the time the Judgment was entered. [Based on Judgment 49(c).] Local Imported Water is reported by Watermaster in its annual report.

~~(uu)~~(xx) "Local Storage" means water held in a storage account pursuant to a Local Storage Agreement between a party to the Judgment and Watermaster. Local Storage accounts may consist of: (i) a Producer's unproduced Excess Carry-Over Water or (ii) a party to the Judgment's Supplemental Water, up to a cumulative maximum of one hundred thousand (100,000) acre-feet for all parties to the Judgment stored in the Basin on or after July 1, 2000 or (iii) that amount of Supplemental Water previously stored in the Basin on or before July 1, 2000 and

quantified in accordance with the provisions and procedures set forth in Section 7.2 of these Rules and Regulations, or (iv) that amount of water which is or may be stored in the Basin pursuant to a Storage Agreement with Watermaster which exists and has not expired before July 1, 2010. [Peace Agreement § 1.1(x).] As to that portion of the Maximum Local Storage Quantity in excess of the initial 500,000 AF Safe Storage Capacity, Local Storage accounts may consist of Producers' Excess Carry-Over Water or parties' to the Judgment's Supplemental Water.

(vv)(yy) "Local Storage Agreement" means a Groundwater Storage Agreement for Local Storage.

(ww)(zz) "Material Physical Injury" means material injury that is attributable to the Recharge, Transfer, Storage and Recovery, management, movement or Production of water, or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift (lower water levels) and adverse impacts associated with rising Groundwater. Material Physical Injury does not include "economic injury" that results from other than physical causes. Once fully mitigated, physical injury shall no longer be considered to be material. [Peace Agreement § 1.1(y).]

(xx)(aaa) "Maximum Local Storage Quantity" means the maximum quantity of water that may be held in Local Storage, when combined with Carry-Over Water, is ~~900,000~~700,000 acre-feet until June 30, ~~2030~~2040. ~~After June 30, 2030, the Maximum Local Storage Quantity shall be reduced to 620,000 acre-feet until June 30, 2035.~~ [Court's Findings and Order, dated January 10, 2025 ~~July 21, 2021~~.]

(yy)(bbb) "Metropolitan Water District" or "MWD" means the Metropolitan Water District of Southern California. [Peace Agreement § 1.1(z).]

(zz)(ccc) "Minimal Producer" means any producer whose Production does not exceed ten (10) acre-feet per year. [Judgment ¶ 4(j).]

(aaa)(ddd) "New Yield" means proven increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of rising water, capture of available storm flow, operation of the Desalters and related facilities, induced Recharge and other management activities implemented and operational after June 1, 2000. [Peace Agreement § 1.1(aa).]

(bbb)(eee) "Non-Agricultural Pool" shall have the meaning as used in the Judgment for the Overlying (Non-Agricultural) Pool and shall include all its members. [Peace Agreement § 1.1(bb).]

(eee)(fff) "OBMP" means the Optimum Basin Management Program, which consists of the OBMP Phase I Report and the OBMP Implementation Plan, which shall

be implemented consistent with the provisions of Article V of the Peace Agreement. [July 13, 2000 Court Order.]

~~(ddd)~~(ggg) "OBMP Assessments" means assessments levied by Watermaster for the purpose of implementing the OBMP. [Peace Agreement § 1.1(cc).] Note: a rule of construction applies to this definition. See section 1.2(f) below.

~~(eee)~~(hhh) "OBMP Implementation Plan" means Exhibit "B" to the Peace Agreement, as supplemented by the 2007 Supplement thereto.

~~(fff)~~(iii) "OCWD" means the Orange County Water District. [Peace Agreement § 1.1(dd).]

~~(ggg)~~(jjj) "Operating Safe Yield" means the annual amount of Groundwater which Watermaster shall determine, pursuant to criteria specified in Exhibit "I" to the Judgment, can be Produced from Chino Basin by the Appropriative Pool parties free of Replenishment obligation under the Physical Solution. [Judgment ¶ 4(1) and Peace Agreement § 1.1(ee).]

~~(hhh)~~(kkk) "Overdraft" means a condition wherein the total annual Production from the Basin exceeds the Safe Yield thereof, as provided in the Judgment. [Judgment ¶ 4(m) and Peace Agreement § 1.1(ff).]

~~(iii)~~(lll) "Overlying Right" means the appurtenant right of an owner of lands overlying Chino Basin to Produce water from the Basin for overlying beneficial use on such lands. [Judgment ¶ 4(n).]

~~(jjj)~~(mmm) "PC 14" means Project Committee No. 14, members of SAWPA, composed of IEUA, WMWD, and OCWD, pursuant to Section 18 of the SAWPA Joint Exercise of Powers Agreement which now constitutes the executive Authority through which SAWPA acts with respect to the Chino I Desalter and other facilities, programs and projects. [Peace Agreement § 1.1(ll).]

~~(kkk)~~(nnn) "Party" or "Parties" means a Party to the Peace Agreement or Peace II Agreement. [Peace Agreement § 1.1(gg); Peace II Agreement § 1.1(e).]

~~(lll)~~(ooo) "Party" or "parties to the Judgment" means a party to the Judgment. [Peace Agreement § 1.1(hh).]

~~(mmm)~~(ppp) "Peace Agreement" means the agreement dated June 29, 2000 among various parties to the Judgment identified therein and approved by Watermaster, as amended by the First Amendment to Peace Agreement dated September 2, 2004, the Second Amendment to Peace Agreement, dated September 21, 2007, and as shown in Attachment A to the Court's Findings and Order, dated March 15, 2019.

~~(nnn)~~(qqq) "Peace II Agreement" means the agreement dated September 21, 2007 among various parties to the Judgment identified therein and approved by

Watermaster, as amended as shown in Attachment A to the Court's Findings and Order, dated March 15, 2019.

~~(ooo)~~(rrr) "Person" means any individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, water district and other entity of whatever nature including but not limited to the State of California and the Department of Water Resources. [Judgment ¶ 4(o).]

~~(ppp)~~(sss) "Physical Solution" shall have the meaning of the Physical Solution as described in the Judgment.

~~(qqq)~~(ttt) "Produce" or "Produced" means to pump or extract groundwater from the Chino Basin. [Judgment 4(q) and Peace Agreement § 1.1(ii).]

~~(rrr)~~(uuu) "Producer" means any person who Produces water from the Chino Basin. [Judgment ¶ 4(r) and Peace Agreement § 1.1(jj).]

~~(sss)~~(vvv) "Production" means the annual quantity, stated in acre-feet, of water Produced from the Chino Basin. [Judgment ¶ 4(s) and Peace Agreement § 1.1(kk).]

~~(ttt)~~(www) "Public Hearing" means a hearing of Watermaster held pursuant to the Judgment other than as provided in Article X herein.

~~(uuu)~~(xxx) "Qualifying Storage" means the storage of Supplemental Water, Excess Carry-Over Water after July 1, 2010 or to participate in a Storage and Recovery Program.

~~(vvv)~~(yyy) "Qualifying Storage Agreement" means an agreement with Watermaster to store Supplemental Water, Excess Carry-Over Water after July 1, 2010 or to store water by participation in a Storage and Recovery Program.

~~(www)~~(zzz) "Recapture" and "Recover" means the withdrawal of water stored in the Basin under a Groundwater Storage Agreement.

~~(xxx)~~(aaa) "Recharge" and "Recharge Water" means the introduction of water into the Basin, directly or indirectly, through injection, percolation, delivering water for use in-lieu of Production or other method. Recharge references the physical act of introducing water into the Basin. Recharge includes Replenishment Water but not all Recharge is Replenishment Water. [Peace Agreement § 1.1(nn).] Note: a rule of construction applies to this definition. See section 1.2(g) below.

~~(yyy)~~(bbb) "Recycled Water" means water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that would not otherwise occur and is therefore considered a valuable resource, referred to as "reclaimed water" in the Judgment. [Judgment ¶ 4(u) and Peace Agreement § 1.1(pp).]

~~(zzzz)~~(cccc) "Re-Operation" means the controlled overdraft of the Basin by the managed withdrawal of groundwater Production for the Desalters and the potential increase in the cumulative un-replenished Production from 200,000 acre-feet authorized by paragraph 3 of the Engineering Appendix Exhibit I to the Judgment, to 600,000 acre-feet for the express purpose of securing and maintaining Hydraulic Control as a component of the Physical Solution. [Peace II Agreement § 1.1(d).] The Court-approved schedule for access to Re-Operation water during the period of 2013-14 through 2029-30 is attached hereto as Exhibit "B."

~~(aaaa)~~(dddd) "Reset Technical Memorandum" means the memorandum, dated October 6, 2022, attached hereto and incorporated herein as Exhibit "A," which sets forth the methodology pursuant to which the Safe Yield is evaluated or reset.

~~(bbbb)~~(eeee) "Replenishment Obligation" means the quantity of water that Watermaster must purchase to replace Production by any Pool during the preceding Fiscal Year which exceeds that Pool's allocated share of Safe Yield or Operating Safe Yield in the case of the Appropriative Pool. The quantity of a Producer's Over-Production and the Replenishment Obligation is determined after Watermaster takes into account any Transfers of water or any Recovery from storage in the same year, and takes into account the Appropriative Pool obligation as a result of the implementation of the Peace Agreement, if any. [Judgment ¶ 45.]

~~(eeee)~~(ffff) "Replenishment Water" means Supplemental Water used to Recharge the Basin pursuant to the Physical Solution, either directly by percolating the water into the Basin or indirectly by delivering the water for use in-lieu of Production and use of Safe Yield or Operating Safe Yield. [Judgment ¶ 4(v) and Peace Agreement § 1.1(oo).]

~~(dddd)~~(gggg) "Responsible Party" means the owner, co-owner, lessee or other person(s) designated by multiple parties interested in a well as the person responsible for purposes of filing reports with Watermaster pursuant to the Judgment ¶ 4(w). [Judgment, ¶ 4(w).]

~~(eeee)~~(hhhh) "Rules and Regulations" means this 2022-2025 Update to the 2019 2022 Chino Basin Watermaster Rules and Regulations as authorized pursuant to the Judgment, adopted by the Watermaster on April 24, 2025~~DATE~~ and as they may be amended from time to time. They are to be distinguished from the previous Watermaster Rules and Regulations that were repealed and replaced by the same action adopting and approving these Rules and Regulations.

~~(ffff)~~(iiii) "Safe Yield" means the long-term average annual quantity of groundwater (excluding Replenishment Water or Stored Water but including return flow to the Basin from use of Replenishment or Stored Water) which can be Produced from the Basin under cultural conditions of a particular year without causing an undesirable result. [Judgment ¶ 4(x) and Peace Agreement § 1.1(qq).]

~~(eeee)~~(jjjj) "SAWPA" means the Santa Ana Watershed Project Authority. [Peace Agreement § 1.1(ss).]

~~(hhhh)~~(kkkk) "Sphere of Influence" has the same meaning as set forth in Government Code Section 56076.

~~(iiii)~~(llll) "Storage and Recovery Program" means the use of the available storage capacity of the Basin by any person under the direction and control of Watermaster pursuant to a Court approved Groundwater Storage Agreement but excluding "Local Storage," including the right to export water for use outside the Chino Basin and typically of broad and mutual benefit to the parties to the Judgment. [Peace Agreement § 1.1(uu).]

~~(jjjj)~~(mmmm) "Stored Water" means Supplemental Water held in storage, as a result of direct spreading, injection or in-lieu delivery, for subsequent withdrawal and use pursuant to a Groundwater Storage Agreement with Watermaster. [Judgment ¶ 4(aa) and Peace Agreement § 1.1(vv).]

~~(kkkk)~~(nnnn) "Supplemental Water" means water imported to Chino Basin from outside the Chino Basin Watershed and Recycled Water. [Judgment ¶ 4(bb) and Peace Agreement § 1.1(ww).]

~~(llll)~~(oooo) "Transfer" means the assignment (excepting an assignment by a member of the Non-Agricultural Pool or the Agricultural Overlying Pool), lease, or sale of a right to Produce water to another Producer within the Chino Basin or to another person or entity for use outside the Basin upon the person's intervention in conformance with the Judgment. [Peace Agreement § 1.1(xx).]

~~(mmmm)~~(pppp) "TVMWD" means Three Valleys Municipal Water District (referred to in the Judgment as Pomona Valley Municipal Water District). [Peace Agreement § 1.1(yy).]

~~(nnnn)~~(qqqq) "Uniform Groundwater Rules and Regulations" (UGRR) means the Uniform Groundwater Rules and Regulations that were in effect on December 31, 2000.

~~(oooo)~~(rrrr) "Watermaster" means Watermaster as the term is used in the Judgment. [Peace Agreement § 1.1 (zz).]

~~(pppp)~~(ssss) "WMWD" means Western Municipal Water District. [Judgment ¶ 4(cc) and Peace Agreement § 1.1(bbb).]

1.2 Rules of Construction

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;

- (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "may" is permissive;
 - (iv) "or" is not exclusive;
 - (v) "includes" and "including" are not limiting; and
 - (vi) "between" includes the ends of the identified range.
- (b) The masculine gender shall include the feminine and neuter genders and vice versa.
 - (c) Reference to any agreement, document, instrument, or report means such agreement, document, instrument or report as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof
 - (d) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any rules and regulations promulgated thereunder. [Peace Agreement § 1.2.]
 - (e) "Best Efforts" as defined in section 1.1 (~~lk~~) above, shall be construed to mean that indifference and inaction do not constitute Best Efforts. However, futile action(s) are not required. [Peace Agreement § 1.1(d).]
 - (f) OBMP Assessments as defined in section 1.1(~~gggzz~~) above, shall be deemed Administrative Expenses under Paragraph 54 of the Judgment. OBMP Assessments do not include assessments levied as provided in Section 5.1(g) of the Peace Agreement. Upon the expiration of the Peace Agreement, no conclusion of "general benefit" may be drawn based upon the manner in which the assessments have been made during the term of the Peace Agreement. [Peace Agreement § 1.1(cc).]
 - (g) The definition of the terms Recharge and Recharge Water in section 1.1(~~aaaaat~~) above, shall not be construed to limit or abrogate the authority of CBWCD under general law. [Peace Agreement § 1.1(nn).]
 - (h) The right of a party to receive a credit if Watermaster compels a Groundwater Production facility to be shut down and/or moved under section 4.5 below, shall not be construed in determining the extent of Watermaster's authority under the Judgment, if any, to compel the shut-down of a well.
 - (i) These Rules and Regulations should not be construed as placing any limitation on the export of Supplemental Water other than as may be provided in the Judgment, except as may be necessary as a condition to prevent Material Physical Injury (see specifically section 8.3 below).

- 1.3 Consistency with Judgment, Peace Agreement, and Peace II Agreement. These Rules and Regulations shall be construed consistent with the Judgment, the Peace Agreement, and the Peace II Agreement. In the event of a conflict between these Rules and Regulations and the Judgment, the Peace Agreement, or the Peace II Agreement, the Judgment, the Peace Agreement, and Peace II Agreement shall prevail. In the event of a conflict between the Peace Agreement, or the Peace II Agreement and the Judgment, the Judgment shall control.
- 1.4 No Prejudice. No provision of these Rules and Regulations shall be used to construe the power and authority of the Advisory Committee or the Watermaster Board inter-se under the Judgment.
- 1.5 Amendment of Rules. These Rules and Regulations may be amended by Watermaster only upon the prior approval of the Watermaster Advisory Committee.
- 1.6 Repeal of Existing Rules and Regulations. Watermaster's existing Rules and Regulations are repealed upon the adoption of this ~~2022~~ 2025 Update to the ~~2019~~ 2022 Chino Basin Watermaster Rules and Regulations and along with the previously repealed Uniform Groundwater Rules and Regulations, they will have no further force and effect. However, all other rules and regulations, which includes the Rules for the Advisory Committee and for each of the three Pools, shall remain in effect.

ARTICLE II ADMINISTRATION

- 2.0 Principal Office. The principal office of Watermaster shall be the Chino Basin Watermaster business office, currently located at 9641 San Bernardino Road, Rancho Cucamonga, California 91730, telephone number 909-484-3888, fax number 909-484-3890, and e-mail info@cbwm.org, or at such other location or locations as may be designated from time to time by Watermaster Resolution and filed with the Court.
- 2.1 Records. The minutes of Watermaster meetings shall be open to inspection and maintained at the principal office. [Based on Judgment ¶ 37(d).] Copies of minutes may be obtained upon payment of the duplication costs thereof. Copies of other records may be obtained on the payment of the duplication costs thereof and pursuant to Watermaster policy. Watermaster shall maintain a website (presently www.cbwm.org). Watermaster Staff shall publish those records and other matters that it deems to be of interest to the parties to the Judgment, the general public or the Court on its website.
- 2.2 Regular Meetings. Regular meetings shall be held at the principal office of Watermaster pursuant to Watermaster policy at such time(s) as may be contained in the necessary notice(s) thereof [Based on Judgment ¶ 37 (b).] As a matter of policy, Watermaster shall generally operate in accordance with the provisions of the California Open Meetings Law (Brown Act). However, in the event of conflict, the procedures set forth in these Rules and Regulations shall control.
- 2.3 Special Meetings. Special meetings may be called at any time by a majority of the Watermaster Board by delivering notice thereof at least twenty-four (24) hours before the time of each such meeting in the case of personal delivery (including faxes and e-mail), and ninety-six (96) hours in the case of mail. [Based on Judgment ¶ 37 (c).]
- 2.4 Adjournment. Any meeting may be adjourned to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. A copy of the order or notice of adjournment shall be conspicuously posted forthwith on or near the door of the place where the meeting was held. [Based on Judgment ¶ 37 (e).]
- 2.5 Public Meetings/Hearings. All meetings, whether regular or special, shall be open to the public unless they are properly designated as a confidential session. Whenever a Public Hearing shall be required therein, written notice of such public hearing containing the time, date and place of Public Hearing, together with the matter to be heard thereat, shall be given to all Active Parties and each such person who has requested, in writing, notice of such meeting, at least ten (10) days prior to said Public Hearing. At such Public Hearing, evidence shall be taken with regard to only the matters noticed, unless a sufficient urgency shall exist to the contrary, and full findings and decisions shall be issued and made available for public inspection. Notwithstanding the provisions of this section 2.5, the provisions of Article X shall control when applicable.
- 2.6 Confidential Sessions.

- (1) The Watermaster Board may hold confidential sessions authorized by this Rule .A confidential session may be held by the Watermaster Board and, at a minimum, the chairs of the three Pools (Appropriative, Agricultural and Non-Agricultural) to, in a manner consistent with the Judgment:
 - (i) meet with counsel to discuss or act on pending or threatened litigation involving Watermaster; or
 - (ii) discuss personnel matters of Watermaster employees involving individual employees; or
 - (iii) discuss contract negotiations involving Watermaster.
 - (2) Minutes shall not be taken for confidential sessions of the Watermaster Board, but a confidential memorandum shall be prepared to describe attendance and votes on decisions.
 - (3) Notice of confidential sessions of the Watermaster Board shall be as provided in section 2.7.
 - (4) A report on any action taken at the confidential session of the Watermaster Board shall be given both immediately following the conclusion of the confidential session and at the next regular meeting of the Watermaster Board.
 - (5) The Advisory Committee may hold a confidential session on any matter authorized by its own resolution.
- 2.7 Notice. Notices shall be given in writing to all Active Parties and each such person who has requested notice in writing, and shall specify the time and place of the meeting and the business to be transacted at the meeting. Notice may be provided by either facsimile or e-mail delivery if the party so consents to such delivery. [Based on Judgment ¶ 37(c).] Delivery of notice shall be deemed made on the date personally given or within ninety-six (96) hours of deposit thereof in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such person. Copies of all notices shall be published on the Watermaster website. Watermaster will maintain a current list of the names of active parties and their addresses for the purpose of providing service, and will maintain a current list of the names and addresses of all parties to the Judgment. [Judgment ¶ 58.]
- 2.8 Quorum. A majority of the Board acting as Watermaster shall constitute a quorum for the transaction of the affairs or business. [Based on Judgment ¶ 35.]
- 2.9 Voting Procedures. Only action by affirmative vote of a majority of the members of the Watermaster Board present and acting as Watermaster shall be effective. All actions may be adopted by voice vote, but upon demand of any member of a Board acting as Watermaster, the roll shall be called and the ayes and noes recorded in the minutes of the proceedings. Every member of a Board acting as Watermaster, in attendance, unless

disqualified by reason of an opinion of the Watermaster counsel that the member of the board has a conflict of interest, shall be required to vote.

2.10 Conflict of Interest. Watermaster is an interest based governing structure in which various interests must be represented in decision-making. It is expected and preferred that each interest be allowed to participate in Watermaster decisions except as provided in these Rules and Regulations. Each member of the Watermaster Board or the Advisory Committee shall vote on matters before the Board or Advisory Committee unless that member has a conflict of interest as described in this Rule or other provision of general law. No member of the Watermaster Board or Advisory Committee may vote, participate in meetings or hearings pertaining to, or otherwise use his or her position to influence a Watermaster decision in which he knows or has reason to know he has both a direct personal and financial interest.

(a) Subject to the qualification provided for in section 2.10(b) herein, a member of the Watermaster Board or Advisory Committee is deemed to have a direct personal and financial interest in a decision where it is reasonably foreseeable that the decision will have a material effect on the Watermaster member, members of his or her immediate family, or the Watermaster member's other business, property, and commercial interests.

(b) To be classified as a direct personal and financial interest, the particular matter must be distinguishable from matters of general interest to the respective pool (Appropriative, Non-Agricultural, or Agricultural) or party to the Judgment, which the Watermaster member has been appointed to represent on the Watermaster Board or Advisory Committee. The member must stand to personally gain discrete and particular advantage from the outcome of the decision beyond that generally realized by any other person or the interests he or she represents. Moreover, Watermaster representatives are expressly intended to act in a representative capacity for their constituents. A member of the Board or Advisory Committee shall not be considered to have a discrete and particular financial advantage unless a decision may result in their obtaining a financial benefit that is not enjoyed by any other person. In those instances where the Board member or Advisory Committee member does have a conflict of interest, that respective interest may be represented by that interest's designated alternate and the Board or Advisory Committee member with the identified conflict of interest may address the Board or Committee or participate in the hearing or meeting as a party to the Judgment.

2.11 Minutes. The secretary (or in the absence thereof any person so designated at said meeting) shall cause the preparation and subscription of the minutes of each meeting and make available a copy thereof to all Active Parties and each person who has filed a request for copies of all minutes or notices in writing. The minutes shall constitute notice of all actions therein reported. Unless a reading of the minutes is ordered by a majority of the members of the Board acting as Watermaster, minutes may be approved without reading. [Based on Judgment ¶ 37(d).] Watermaster shall publish a copy of its minutes on the Watermaster website.

- 2.12 Rules of Order. Except as may be provided herein, the procedures of the conduct of any meeting shall be governed by the latest revised edition of Roberts' Rules of Order. However, such rules, adopted to expedite the transaction of the business in an orderly fashion, are deemed to be procedural only and failure to strictly observe such rules shall not affect the jurisdiction or invalidate any action taken at a meeting that is otherwise held in conformity with law.
- 2.13 Compensation. Members of Watermaster shall receive compensation from Watermaster for attendance at meetings, regular or special, in an amount as approved by the Court, together with reasonable expenses related to the respective activities thereof, subject to applicable provisions of law. A Watermaster Board member has three Options with regard to payment of compensation. Option 1 is have the payment payable directly to the Board member under the Board member's name; Option 2 is to have the payment payable directly to the Board member's employer/agency; and Option 3 is for the Board member to waive the compensation payment. Option 1 or 2 requires completion and submission of a signed W •9 form. [Based on Judgment ¶ 18 (as amended).]
- 2.14 Employment of Experts and Agents. Watermaster may employ or retain such administrative, engineering, geologic, accounting, legal or other specialized personnel and consultants as it may deem appropriate and shall require appropriate bonds from all officers and employees handling Watermaster funds. Watermaster shall maintain records for purposes of allocating costs of such services as well as of all other expenses of Watermaster administration as between the several pools established by the Physical Solution of the Judgment. No member of the Watermaster Advisory Committee or any Pool Committee may be employed or compensated by Watermaster for professional or other services rendered to such committee or to Watermaster other than as provided in section 2.13 above. [Based on Judgment ¶ 20.]
- 2.15 Acquisition of Facilities. Watermaster may purchase, lease, acquire and hold all necessary facilities and equipment; provided, that it is not the intent of the Judgment that Watermaster acquire any interest in real property or substantial capital assets. [Judgment ¶ 19 and Peace Agreement § 5.1(h).]
- 2.16 Investment of Funds. Watermaster may hold and invest all Watermaster funds in investments authorized from time to time for public agencies of the State of California, taking into consideration the need to increase the earning power of such funds and to safeguard the integrity thereof. [Based on Judgment ¶ 23.]
- 2.17 Borrowing. Watermaster may borrow from time to time, amounts not to exceed the annual anticipated receipts of Watermaster during such year. [Judgment ¶ 24.]
- 2.18 Contracts. Watermaster may enter into contracts and agreements for the performance of any of its powers pursuant to the Judgment.
- 2.19 Cooperation with Other Agencies. Watermaster may, subject to the prior recommendation of the Advisory Committee, act jointly or cooperate with agencies of the United States of America, and the State of California or any political subdivisions, municipalities, districts

or any person to the end that the purpose of the Physical Solution of the Judgment may be fully and economically carried out. [Based on Judgment ¶ 26.]

- 2.20 Annual Administrative Budget. Watermaster shall submit to the Advisory Committee, after Pool Committee review and approval, an administrative budget and recommendation for action for each subsequent Fiscal Year on or before March 1. The Advisory Committee shall review and submit the budget and their recommendations to Watermaster on or before April 1, next following. Watermaster shall hold a public hearing on the budget which was approved by Advisory Committee at an April meeting of each year and adopt the annual administrative budget which shall include the administrative items for each committee. The administrative budget shall set forth budgeted items in sufficient detail as necessary to make a proper allocation of expenses among the several pools, together with Watermaster's proposed allocation. The budget shall contain such additional comparative information or explanation as the Advisory Committee may recommend from time to time. Expenditures within the budgeted items may thereafter be made by Watermaster in the exercise of its powers, as matter of course. Any budget transfer in excess of 20% of a budget category, or modification of the administrative budget during any year shall be first submitted to the Advisory Committee for review and recommendation. [Based on Judgment ¶ 30.]
- 2.21 Annual Report. Watermaster shall prepare and make available an annual report, which shall be filed on or before January 31 of each year and shall contain details as to the operation of each of the pools, a certified audit of all assessments and expenditures pursuant to the Physical Solution of the Judgment and a review of Watermaster activities. [Based on Judgment ¶ 48.] The annual report shall generally include an update on the status of the parties' efforts to implement the OBMP. On a biannual basis, the annual report shall include an engineering appendix which contains a more specific "state of the Basin" report including an update on the status of individual OBMP related activities such as monitoring results and Watermaster's analysis of Hydrologic Balance. The annual report shall also include a compilation of any amendments to these Rules and Regulations made by Watermaster during the prior twelve (12) months and serve as notice to the Court of the amendments.
- 2.22 Studies. Watermaster may, with concurrence of the Advisory Committee or affected Pool Committee and in accordance with paragraph 54(b) of the Judgment, undertake relevant studies of hydrologic conditions, both quantitative and qualitative, and operating aspects of implementation of the Chino Basin OBMP. [Judgment ¶ 27.]
- 2.23 Demonstrated CEQA Compliance. Watermaster shall not approve any request made under the Judgment or these Rules and Regulations where the proposed action also constitutes a "project" within the meaning of CEQA unless the Watermaster finds that the person requesting Watermaster approval has demonstrated CEQA compliance.
- 2.24 Notice of Litigation. Watermaster shall provide reasonable notice to the parties to the Judgment of any threatened or existing litigation affecting Watermaster or that challenges the legality, validity, or enforceability of the Judgment, the Peace Agreement, the OBMP Implementation Plan or the Rules and Regulations.

- 2.25 Defense of Judgment. Watermaster shall reasonably defend the Judgment, the Peace Agreement, the Peace II Agreement, the OBMP Implementation Plan, and these Rules and Regulations against challenges brought by persons who are not parties to the Judgment. These costs incurred by Watermaster in defending the Judgment, the Peace Agreement, the Peace II Agreement, the OBMP Implementation Plan, and these Rules and Regulations shall be considered a Watermaster general administrative expense. However, the State of California shall not be obligated to reimburse Watermaster for any legal or administrative costs incurred in such defense. [Based on Peace Agreement § 4.1.]
- 2.26 Written Reports. All reports required to be provided by Watermaster under these Rules and Regulations shall be provided in written form unless the context requires otherwise.
- 2.27 Interventions. Watermaster will receive and make recommendations regarding petitions for intervention and accumulate them for filing with the Court from time to time. [Judgment ¶ 60 and Order re Intervention Procedures, July 14, 1978.]
- 2.28 Advisory Committee and Pool Administration. Administration of each of the three Pools is not governed by these Rules and Regulations. Each of these entities has its own rules and shall thereby be governed by those rules. The Advisory Committee shall also be governed by its own rules and procedures. However, when these Rules and Regulations make express reference to the Advisory Committee and the context requires such a construction, these Rules and Regulations shall control.

ARTICLE III MONITORING

- 3.0 Scope. Watermaster will carry out the monitoring activities described under Program Element 1 of the OBMP and, as described in the OBMP Implementation Plan. Monitoring procedures not described by this Article III, shall be implemented through the development of appropriate Watermaster policies and procedures as necessary. Any such policies and procedures adopted by resolution or minute action shall be reported to the Court in Watermaster's annual report.
- 3.1 Meters. This section sets forth Watermaster's rules and procedures for monitoring Groundwater Production by metering.
- (a) Reporting. Any person Producing in excess of ten (10) acre-feet per year shall install and maintain in good operating condition, at the cost of each such person except as provided in (b) below, such meters as Watermaster may deem necessary. Any such measuring device shall be subject to regular inspection and testing as the Watermaster may, from time to time, require, but at a minimum every two years. [Judgment ¶ 21.]
 - (b) Watermaster shall provide a meter testing service with a complete line of carefully calibrated test equipment. Any Producer may request an evaluation of any or all of its water meters at any time. Watermaster shall only pay for tests initiated by Watermaster and for all tests on meters owned by Watermaster
 - (c) Agricultural Pool Meters.
 - (i) Any assessment levied by Watermaster on the members of the Agricultural Pool to fund the installation of meters which is set forth in the Judgment, paragraph 21 regarding metering, shall be paid by the Appropriative Pool. Members of the Agricultural Pool, shall have no obligation to pay for or assume any duty with regard to the installation of meters. The obligation to install and maintain and replace meters on wells owned or operated by members of the Agricultural Pool shall be that of the Watermaster. [Peace Agreement § 5.6(a).]
 - (ii) Agricultural Pool meters shall be installed within thirty-six (36) months of the Date of Execution. Watermaster shall be responsible for providing the meter, as well as paying the cost of any installation, maintenance, inspection, testing, calibrating and repairing. The members of the Agricultural Pool shall provide reasonable access during business hours to a location reasonably appropriate for installation, inspection, testing, calibrating and repairing of a meter. [Peace Agreement § 5.6(b).] However, the State of California reserves its right to continue to install, operate, maintain, inspect, test and repair its own meters on wells owned or operated by the State, unless it consents to installation by Watermaster in which case Watermaster assumes the cost. [Peace Agreement § 5.6(c).]

- (iii) Watermaster shall test every Agricultural Pool meter other than those owned by the State of California on an active well under Watermaster's jurisdiction at least once every two years.
- 3.2 Reporting by Producers. Each party, or Responsible Party Producing water from the Basin, shall file with Watermaster on forms provided therefore, a quarterly report of the total water Production of that Producer during the preceding calendar quarter, together with such additional information as Watermaster and/or the affected Pool Committee may require. The report shall be due on the 15th day of the month next succeeding the end of each respective calendar quarter, i.e., April 15, July 15, October 15 and January 15, except for minimal Producers, whose reports are due annually by July 15. [Judgment ¶ 47.] Watermaster shall annually estimate the quantity of water Produced by "minimal producers" by any reasonable means, including but not limited to the use of a water duty factor dependent upon the type of use and/or acreage.
- 3.3 Error Corrections. All reports or other information submitted to Watermaster by the parties shall be subject to a four-year limitations period regarding the correction of errors contained in such submittals. In addition, all information generated by Watermaster shall be subject to the same four-year limitations period. All corrections to errors shall apply retroactively for no more than four years.

ARTICLE IV
ASSESSMENTS, REIMBURSEMENTS AND CREDITS

- 4.0 Scope. This Article sets forth Watermaster's rules and procedures regarding, assessments, reimbursements and credits.
- 4.1 Assessments. Watermaster shall levy assessments against the parties (other than Minimal Producers complying herewith) based upon Production during the preceding Production period. The assessment shall be levied by Watermaster pursuant to the pooling plan adopted for the applicable pool. [Based on Judgment ¶ 53.] Assessments shall cover the cost of Replenishment Water and the expenses of Watermaster administration which shall be categorized as either (a) general, or (b) special project expense.
- (a) General Administrative Watermaster Expense shall include office rental, general personnel expense, supplies and office equipment and related incidental expense and general overhead. [Judgment ¶ 54(a).]
 - (b) Special Project Expense shall consist of special engineering, economic or other studies, litigation expense, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. [Judgment ¶ 54(b).]
 - (c) General Watermaster administrative expense shall be allocated and assessed against the respective pools based upon allocations made by the Watermaster, who shall make such allocations based upon generally-accepted cost accounting methods. [Judgment ¶ 54.]
 - (d) Special project expense shall be allocated to a specific pool, or any portion thereof, only upon the basis of prior express assent and finding of benefit by the appropriate Pool Committee, or pursuant to written order of the Court. [Judgment ¶ 54.]
 - (e) Minimal Producers shall be exempted from payment of assessments upon filing of the Production reports referred to in section 3.2 hereof and payment of an annual five dollar (\$5.00) administrative fee with the annual Production report. [Based on Judgment ¶ 52.] In addition, any Minimal Producer who is a member of the Appropriative Pool or the Non-Agricultural Pool and who has no quantified right to Produce water, shall pay a replenishment assessment upon the water that it Produces.
 - (f) Notwithstanding the foregoing, Watermaster shall levy assessments for the 6,500 acre-feet per year as provided in section 5.1(g) of the Peace Agreement and the cost and allocation of this Supplemental Water shall be apportioned pro rata among the members of the Appropriative Pool under the Judgment according to the Producer's assigned share of Operating Safe Yield. [Peace Agreement § 5.1(g)(ii) (inclusion of word "Operating" to correct mis-phrasing of Peace Agreement as required by the context in the Peace Agreement).]

- 4.2 OBMP Assessments. Watermaster Assessments for implementation of the OBMP shall be considered a Watermaster Administrative Expense pursuant to paragraph 54 of the Judgment.
- 4.3 Assessment - Procedure. Assessments shall be levied and collected as follows:
- (a) Notice of Assessment. Watermaster shall give written notice of all applicable assessments to each party as provided in the Judgment not later than October 31 of each year [Judgment ¶ 55(a).];
 - (b) Payment. Each assessment shall be payable on or before thirty (30) days after the date of invoice, and shall be the primary obligation of the party or successor owning the water Production facility at the time written notice of assessment is given, even though prior arrangement for payment by others has been made in writing and filed with Watermaster [Judgment ¶ 55(b).]; and
 - (c) Delinquency. Any delinquent assessment shall incur a late charge of ten (10%) percent per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof. Delinquent assessments and late charge may be collected in a show-cause proceeding instituted by the Watermaster, in which case the Court may allow Watermaster's reasonable cost of collection, including attorney's fees. [Judgment ¶ 55(c).]
- 4.4 Assessment Adjustments. The Watermaster shall make assessment adjustments in whole or in part for assessments to any Producer as a result of erroneous Production reports or otherwise as necessary for the reporting period as either a credit or debit in the next occurring assessment package unless otherwise decided by Watermaster.
- (a) All assessments will be based on the assumption that appropriate, timely filed and pending Applications will be approved by Watermaster. If any such Applications are not approved, a supplemental assessment may be levied.
 - (b) Assessment adjustments may be necessary due to overstated Production, understated Production, or errors in the assessment package discovered after the assessments have been approved.
 - (c) Watermaster may cause an investigation and report to be made concerning questionable reports of Production from the Basin.
 - (d) Watermaster may seek to collect delinquent assessments and interest in a show-cause proceeding in which case the Court may allow Watermaster its reasonable costs of collection, including attorney's fees. [Judgment ¶ 55(c).] Alternately, Watermaster may bring suit in a court having jurisdiction against any Producer for the collection of any delinquent assessments and interest thereon. The court, in addition to any delinquent assessments, may award interest and reasonable costs including attorney's fees.

- 4.5 Credits Against OBMP Assessments and Reimbursements. Watermaster shall exercise reasonable discretion in making its determination regarding credits against OBMP Assessments and reimbursements, considering the importance of the project or program to the successful completion of the OBMP, the available alternative funding sources, and the professional engineering and design standards as may be applicable under the circumstances. However, Watermaster shall not approve such a request for reimbursement or credit against future OBMP Assessments under this section where the Producer or party to the Judgment was otherwise legally compelled to make the improvement. [Peace Agreement § 5.4(d).]
- (a) Any party to the Judgment may make Application for credits against OBMP assessments or for reimbursement by filing a timely Application pursuant to the provisions of this section and Article X of these Rules and Regulations.
 - (b) A party to the Judgment is eligible to be considered for credits or reimbursement for those documented capital, operations and maintenance expenses, including the cost of shutting down and/or relocating Groundwater Production facilities, that are reasonably incurred in the implementation of any project or program that carries out the purposes of the OBMP and specifically relates to the prevention of subsidence in the Basin, upon approval of the request by Watermaster. [Peace Agreement § 5.4(d), as amended.] The purposes of the OBMP shall be those goals set forth in the Phase I Report as implemented through the OBMP Implementation Plan in a manner consistent with the Peace Agreement. [July 13, 2000 Court Order.]
 - (c) Any Producer that Watermaster compels to shut down and/or move a Groundwater Production facility that is in existence on August 1, 2000 shall have the right to receive a credit against future Watermaster assessments or reimbursement up to the reasonable cost of the replacement Groundwater Production facility, including the legal rate of interest on California Judgments. [Peace Agreement § 5.4(e).] In its sole discretion, Watermaster may determine to issue full reimbursement upon approval of the Application or to issue a credit against future Watermaster assessments. However, in the event Watermaster elects to provide a credit in lieu of reimbursement, it must have fully compensated the Producer for the reasonable cost of the replacement Groundwater Production facility through any combination of credits and reimbursements within five years from the date of the Application, unless the Producer consents in writing to a longer period. Note: this section is subject to a rule of construction. See section 1.2(h) above.
 - (d) An Application to Watermaster for reimbursement or a credit against OBMP Assessments shall be considered timely, if and only if the Application has been approved by Watermaster in advance of construction or the offer by a party to dedicate the facility to carry out the purposes of the OBMP as described in (b) above. [Based on Peace Agreement § 5.4(d).]
- 4.6 Agricultural Pool Assessments and Expenses. During the term of the Peace Agreement, all Assessments and expenses of the Agricultural Pool including those of the Agricultural Pool Committee shall be paid by the Appropriative Pool. This includes but is not limited to

OBMP Assessments, assessments pursuant to paragraphs 20, 21, 22, 30, 42, 51, 53, 54 (both general administrative expenses and special project expenses), 55, and Exhibit F (Agricultural Pool Pooling Plan) of the Judgment except however in the event the total Agricultural Pool Production exceeds 414,000 acre-feet in any five consecutive year period as defined in the Judgment, the Agricultural Pool shall be responsible for its Replenishment Obligation pursuant to paragraph 45 of the Judgment. [Peace Agreement § 5.4(a).]

- 4.7 Replenishment Assessments. Watermaster shall levy and collect assessments in each year, pursuant to the respective pooling plans, in the amount of the Replenishment Obligation (including any Desalter Replenishment) for any pool during the preceding year. [Based on Judgment ¶ 51.]
- 4.8 Desalter Replenishment Assessments and Credits. The price of Desalted water to a purchaser of Desalted water does not include the cost of Replenishment. The source of Replenishment shall be those provided in Article VII herein, Article VII of the Peace Agreement, and Article VI of the Peace II Agreement. However, a purchaser of Desalted water may elect to obtain a reduced Assessment levied by Watermaster by dedicating by Transfer, or assignment, some or all of its Production rights to Watermaster for the purpose of satisfying Desalter Replenishment. The amount of the credit granted by Watermaster shall be equal to the value of the cost of Replenishment Water then available from the MWD as interruptible, untreated water or the then prevailing value of the avoided Replenishment Obligation, whichever is less. For purposes of determining Replenishment assessments, water Produced by the Desalters shall be considered Production by the Appropriative Pool.
- 4.9 Consistency with Peace Agreement. The procurement of Replenishment Water and the levy of Assessments shall be consistent with the provisions of section 5.4(a) of the Peace Agreement.
- 4.10 OBMP Committee. Watermaster shall establish a subcommittee (OBMP Committee) for the purpose of coordinating fund raising efforts in furtherance of the OBMP.
 - (a) The subcommittee shall hold a regularly scheduled meeting a minimum of once every quarter.
 - (b) Prior to each subcommittee meeting, Watermaster shall prepare a summary of the funds, loans or grants secured for the purpose of implementing the OBMP over the past three months and distribute any information it may possess regarding the availability of other potential funds, loans or grants.

ARTICLE V PHYSICAL SOLUTION

- 5.0 Scope. This Article generally sets forth the standards for Watermaster implementation of the Physical Solution established by the Judgment, including the application of these standards to Watermaster conduct and decisions under the Judgment, these Rules and Regulations and the OBMP.
- 5.1 Physical Solution. It is essential that this Physical Solution provide maximum flexibility and adaptability to use existing future, technological, social, institutional and economic options to maximize beneficial use of the waters of the Chino Basin. [Judgment ¶ 40.]
- 5.2 Watermaster Control. Watermaster, with the advice of the Advisory and Pool Committees, is granted discretionary powers in order to develop its OBMP. [Based on Judgment ¶ 41.]
- 5.3 Basin Management Parameters. Watermaster shall consider the following parameters in implementing the Physical Solution under Articles VI - X of these Rules and Regulations:
- (a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no Producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "I".]
 - (b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster. [Judgment Exhibit "I".]
 - (c) Economic Considerations. Financial feasibility, economic impact and the cost of optimum use of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters. [Judgment Exhibit "I".]

ARTICLE VI

SAFE YIELD AND OPERATING SAFE YIELD

- 6.0 Scope. This Article sets forth the rules and procedures that are applicable to Watermaster's regulation, control, and management of Safe Yield and Operating Safe Yield.
- 6.1 Annual Production Right. The Annual Production Right shall be calculated by Watermaster pursuant to the Judgment and the Peace Agreement.
- 6.2 New Yield. The Judgment provides that Safe Yield may need to be periodically adjusted based on more accurate and updated data and based on evidence of increased capture of native water and increased return flow from use of Replenishment or Stored Water. Safe Yield can only be re-determined periodically when long-term data or evidence is developed in support thereof. In order to encourage maximization of Basin Water under the Physical Solution, New Yield shall be accounted for by Watermaster in interim periods between re-determinations of Safe Yield.
- (a) Proven increases in yield in quantities greater than the historical level of contribution from certain Recharge sources may result from changed conditions including, but not limited to, the increased capture of rising water, increased capture of available storm flow, and other management activities. These increases are considered New Yield.
 - (b) To the extent the New Yield arises from conditions, programs or projects implemented and operational after July 1, 2000, it is available for allocation by Watermaster as a component of the Annual Production Right for each member of the Appropriative Pool.
 - (c) As part of the documentation for the assessments and annual report for each year, Watermaster will provide a summary and analysis of the historical recharge and whether there are changed conditions that have resulted in a quantity of New Yield.
 - (d) Except as described in section 6.2(f) below, pursuant to the Peace Agreement and the Peace II Agreement, any New Yield shall first be assigned to offsetting Desalter Replenishment Obligations in the immediately following year and as reasonably required to satisfy expected future Replenishment Obligations arising from the Desalter. If there is water in the Watermaster Desalter Replenishment Account to satisfy the Desalter Replenishment Obligation for the year, the New Yield shall be made available to the Appropriative Pool to satisfy a Replenishment Obligation consistent with section 7.5(a)(3) herein.
 - (e) New Yield is expected to result from a variety of conditions, including but not limited to enhanced Basin management, increased stormwater Recharge, induced Recharge from operation of the Desalters, injection, and changes in land use patterns. Watermaster has established an initial baseline quantity of stormflow Recharged in the Basin under historical conditions in the amount of 5,600 acre-feet per year. Any party to the Judgment may request Watermaster to re-examine this

initial estimate of the baseline quantity and to adjust the quantity in accordance with best available technology and substantial evidence.

- (f) The storm flow component of Recharge determined by Watermaster to be part of New Yield shall be allocated to the Appropriators according to their percentages of Safe Yield under the Judgment. Notwithstanding section 7.5(c) of the Peace Agreement, those amounts will continue to be dedicated in those percentages to the Appropriators if that storm flow Recharge is subsequently determined to be Safe Yield. [First Amendment to Peace Agreement, ¶ 2.]

6.3 Accounting of Unallocated Agricultural Portion of Safe Yield.

- (a) In each year, the 82,800 acre-feet being that portion of the Safe Yield made available to the Agricultural Pool under the Judgment, shall be made available in the following sequence:
 - (i) To the Agricultural Pool to satisfy all demands for overlying Agricultural Pool lands;
 - (ii) To supplement, in the particular year, water available from Operating Safe Yield to compensate for any reduction in the Safe Yield by reason of recalculation thereof;
 - (iii) To land use conversions that were completed prior to October 1, 2000;
 - (iv) To land use conversions that have been completed after October 1, 2000; and
 - (v) To the Early Transfer of the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement from the Agricultural Pool to the Appropriative Pool in accordance with their pro-rata assigned share of Operating Safe Yield.
- (b) In the event actual Production by the Agricultural Pool exceeds 414,000 acre-feet in any five years, the Agricultural Pool shall procure sufficient quantities of Replenishment Water to satisfy over-Production obligations, whatever they may be.

6.4 Conversion Claims. The following procedures may be utilized by any Appropriator:

- (a) Record of Unconverted Agricultural Acreage. Watermaster shall maintain on an ongoing basis a record, with appropriate related maps, of all agricultural acreage within the Chino Basin subject to being converted to appropriative water use pursuant to the provisions of this subparagraph.
- (b) Record of Water Service Conversion. Any Appropriator who undertakes to permanently provide water service to any portion of a legal parcel subject to

conversion shall report such change to Watermaster. Watermaster shall ensure that when a partial conversion occurs, that the water use on the acreage is properly metered. For all or any portion of the legal parcel that is proposed for conversion, Watermaster shall thereupon verify such change in water service and shall maintain a record and account for each Appropriator of the total acreage involved. Should, at any time, all or any portion of the converted acreage return to agricultural overlying use, Watermaster shall return such acreage that returns to agricultural use to unconverted status and correspondingly reduce or eliminate any allocation accorded to the Appropriator involved.

6.5 Recalculation of Safe Yield.

- (a) Prior Safe Yield Resets. Pursuant to the Court's Orders ~~for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6~~, dated April 28, 2017, effective July 1, 2010 and continuing until June 30, 2020, the Safe Yield for the Basin was reset at 135,000 AFY. Pursuant to the Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6, dated July 31, 2020, effective July 1, 2020 and continuing until June 30, 2030, the Safe Yield for the Basin was reset at 131,000 AFY. For all purposes arising under the Judgment, the Peace Agreements and the OBMP Implementation Plan, the Safe Yield shall be 131,000 AFY, without exception, unless and until Safe Yield is reset in accordance with the procedures set forth in this Section 6.5, and determined by the Court pursuant to its retained continuing jurisdiction.
- (b) Scheduled Resets. Watermaster will initiate a process to evaluate and reset the Safe Yield by July 1, 2030 as further provided in this Section 6.5. Subject to the provisions of Section 6.5(c) below, the Safe Yield, as it is reset effective July 1, 2030 will continue until June 30, 2040. Watermaster will initiate the reset process, taking into account then prevailing best management practices and advances in hydrological science, no later than July 1, 2028, in order to ensure that the Safe Yield, as reset, may be approved by the court no later than June 30, 2030. [~~Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6~~, dated July 31, 2020 at 15.] Watermaster must present its evaluation and recommendation regarding Safe Yield for the period July 1, 2030, and ending June 30, 2040, to the Parties to the Judgment no later than January 1, 2030. [~~Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6~~, dated July 31, 2020 at 15.] Consistent with the provisions of the OBMP Implementation Plan, thereafter Watermaster will conduct a Safe Yield evaluation and reset process no less frequently than every ten years. This Section 6.5(b) is deemed to satisfy Watermaster's obligation, under Paragraph 3.(b) of Exhibit "I" to the Judgment, to provide notice of a potential change in Operating Safe Yield.
- (c) Interim Correction. In addition to the scheduled reset set forth in Section 6.5(b) above, the Safe Yield may be reset in the event that:

- (i) with the recommendation and advice of the Pools and Advisory Committee and in the exercise of prudent management discretion described in Section 6.5(e)(iii), below, Watermaster recommends to the court that the Safe Yield must be changed by an amount greater (more or less) than 2.5% of the then-effective Safe Yield. [Court's Order, dated April 28, 2017; Court's Findings and Order, dated March 15, 2019 at 2.]
- (ii) The California State Water Resources Control Board develops water conservation measures prior to June 30, 2030, that result in a reduction in urban irrigation in the Chino Basin (i.e., reduced Evapotranspiration Adjustment Factors), as required by Water Code § 10609, et seq., that is reasonably likely to materially reduce recharge in the Chino Basin and such measures are determined to change the Safe Yield by more than 2.5% of the then-effective Safe Yield, and Watermaster moves the Court to reset the Safe Yield accordingly. [~~Court's Orders Regarding Chino Basin Watermaster Motion Regarding 2020 Safe Yield Reset, Amendment of Restated Judgment, Paragraph 6~~, dated July 31, 2020 at 15.]
- (d) Safe Yield Reset Methodology. The Safe Yield shall be subsequently evaluated pursuant to the methodology set forth in the Reset Technical Memorandum. The reset will rely upon long-term hydrology and will include data from 1921 to the date of the reset evaluation. The long-term hydrology will be continuously expanded to account for new data from each year, through July 2030, as it becomes available. This methodology will thereby account for short-term climatic variations, wet and dry. Based on the best information practicably available to Watermaster, the Reset Technical Memorandum sets forth a prudent and reasonable professional methodology to evaluate the then prevailing Safe Yield in a manner consistent with the Judgment, the Peace Agreements, and the OBMP Implementation Plan. In furtherance of the goal of maximizing the beneficial use of the waters of the Chino Basin, Watermaster, with the recommendation and advice of the Pools and Advisory Committee, may supplement the Reset Technical Memorandum's methodology to incorporate future advances in best management practices and hydrologic science as they evolve over the term of this order Court's Order, dated April 28, 2017.
- (e) Annual Data Collection and Evaluation. In support of its obligations to undertake the reset in accordance with the Reset Technical Memorandum and this Section 6.5, Watermaster shall annually undertake the following actions:
 - (i) Ensure that, unless a Party to the Judgment is excluded from reporting, all production by all Parties to the Judgment is metered, reported, and reflected in Watermaster's approved Assessment Packages;
 - (ii) Collect data concerning cultural conditions annually with cultural conditions including, but not limited to, land use, water use practices, production, and facilities for the production, generation, storage, recharge, treatment, or transmission of water;

- (iii) Evaluate the potential need for prudent management discretion to avoid or mitigate undesirable results including, but not limited to, subsidence, water quality degradation, and unreasonable pump lifts. Where the evaluation of available data suggests that there has been or will be a material change from existing and projected conditions or threatened undesirable results, then a more significant evaluation, including modeling, as described in the Reset Technical Memorandum, will be undertaken; and,
 - (iv) As part of its regular budgeting process, develop a budget for the annual data collection, data evaluation, and any scheduled modeling efforts, including the methodology for the allocation of expenses among the Parties to the Judgment. Such budget development shall be consistent with section 5.4(a) of the Peace Agreement.
- (f) Modeling. Watermaster shall cause the Basin model to be updated and a model evaluation of Safe Yield, in a manner consistent with the Reset Technical Memorandum, to be initiated no later than January 1, 2024, in order to ensure that the same may be completed by June 30, 2025.
- (g) Peer Review. The Pools shall be provided with reasonable opportunity, no less frequently than annually, for peer review of the collection of data and the application of the data collected in regard to the activities described in Section 6.5(d), (e), and (f) above.
- (h) No Retroactive Accounting. Notwithstanding that the initial Safe Yield reset, described in Section 6.5(a) above, was effective as of July 1, 2010, Watermaster will not, in any manner, including through the approval of its Assessment Packages, seek to change prior accounting of the prior allocation of Safe Yield and Operating Safe Yield among the Parties to the Judgment for Production Years prior to July 1, 2014.

ARTICLE VII RECHARGE

7.0 Scope. This Article sets forth the standards that are applicable to Watermaster's review of Recharge actions by all persons that may be subject to the Judgment as well as Watermaster's efforts to administer, direct, and arrange for Recharge in accordance with the Judgment.

7.1 In General

- (a) Watermaster shall administer, direct and arrange for the Recharge of all water in a manner pursuant to the Judgment, the Peace and Peace II Agreements and the OBMP in a manner that causes no Material Physical Injury to any party to the Judgment or the Chino Basin. Nothing herein shall be construed as committing a Party to provide Supplemental Water upon terms and conditions that are not deemed acceptable to that party. This means that no party to the Judgment shall be individually and independently obligated to purchase or acquire Supplemental Water on behalf of another party to the Judgment. [Peace Agreement § 5.1(e).] Applications to engage in Recharge activities shall be processed in accordance with the provisions of Article X using the forms provided by Watermaster attached hereto as Appendix 1.
- (b) Watermaster shall exercise its Best Efforts to:
 - (i) Protect and enhance the Safe Yield of the Chino Basin through Replenishment and Recharge [Peace Agreement § 5.1(e).];
 - (ii) Ensure there is sufficient Recharge capacity for Recharge water to meet the goals of the OBMP and the future water supply needs within the Chino Basin [Peace Agreement § 5.1(e).];
 - (iii) Evaluate the long term Hydrologic Balance within all areas and subareas of the Chino Basin;
 - (iv) Make its initial report on the then existing state of Hydrologic Balance by July 1, 2003, including any recommendations on Recharge actions which may be necessary under the OBMP. Thereafter Watermaster shall make written reports on the long term Hydrologic Balance in the Chino Basin every two years;
 - (v) Use and consider the information provided in the reports under (iv) above, when modifying or updating the Recharge Master Plan and in implementing the OBMP;
 - (vi) Evaluate the potential or threat for any Material Physical Injury to any party to the Judgment or the Chino Basin, including, but not limited to, any Material Physical Injury that may result from any Transfer of water in

storage or water rights which is proposed in place of physical Recharge of water to Chino Basin in accordance with the provisions of section 5.3 of the Peace Agreement [Peace Agreement § 5.1(e).];

- (vii) Cooperate with owners of existing Recharge facilities to expand/improve/preserve Recharge facilities identified in the Recharge Master Plan; arrange for the construction of the works and facilities necessary to implement the quantities of Recharge identified in the OBMP Implementation Plan [Peace Agreement § 5.1(e)(ix)] and cooperate with appropriate entities to construct and operate the new Recharge facilities that are identified in the Recharge Master Plan;
 - (viii) Ensure that its Recharge efforts under the Recharge Master Plan are consistent with the Judgment, and the Peace Agreement;
 - (ix) Establish and periodically update criteria for the use of water from different sources for Replenishment purposes [Peace Agreement § 5.1(e)(v).];
 - (x) Ensure a proper accounting of all sources of Recharge to the Chino Basin [Peace Agreement § 5.1(e)(vi).];
 - (xi) Recharge the Chino Basin with water in any area where Groundwater levels have declined to such an extent that there is an imminent threat of Material Physical Injury to any party to the Judgment or the Basin [Peace Agreement § 5.1(e)(vii).];
 - (xii) Maintain long-term Hydrologic Balance between total Recharge and discharge within all areas and sub-areas [Peace Agreement § 5.1(e)(viii).]; and
 - (xiii) Use water of the lowest cost and the highest quality, giving preference as far as possible to the augmentation and the Recharge of native storm water. [Peace Agreement § 5.1(f).]
- (c) Recharge Master Plan. The Recharge Master Plan will address how the Basin will be contemporaneously managed to secure and maintain Hydraulic Control and subsequently operated at a new equilibrium at the conclusion of the period of Re-Operation. The Recharge Master Plan will be jointly approved by IEUA and Watermaster and shall contain recharge estimations and summaries of the projected water supply availability as well as the physical means to accomplish the recharge projections. Specifically, the Recharge Master Plan will reflect an appropriate schedule for planning, design, and physical improvements as may be required to provide reasonable assurance that following the full beneficial use of the groundwater withdrawn in accordance with the Basin Re-Operation and authorized controlled overdraft, that sufficient Replenishment capability exists to meet the reasonable projections of Desalter Replenishment obligations. With the concurrence of IEUA and Watermaster, the Recharge Master Plan will be updated

and amended as frequently as necessary with Court approval and not less than every five (5) years. [Peace II Agreement § 8.1.]

- (i) Coordination. The members of the Appropriative Pool will coordinate the development of their respective Urban Water Management Plans and Water Supply Master Plans with Watermaster as follows. [Peace II Agreement § 8.2.]
 - a) Each Appropriator that prepares an Urban Water Management Plan and Water Supply Plans will provide Watermaster with copies of its existing and proposed plans.
 - b) Watermaster will use the Urban Water Management Plans in evaluating the adequacy of the Recharge Master Plan and other OBMP Implementation Plan program elements.
 - c) Each Appropriator will provide Watermaster with a draft in advance of adopting any proposed changes to its Urban Water Management Plans and in advance of adopting any material changes to their Water Supply Master Plans respectively in accordance with the customary notification routinely provided to other third parties to offer Watermaster a reasonable opportunity to provide informal input and informal comment on the proposed changes.
 - d) Any Party that experiences the loss or the imminent threatened loss of a material water supply source will provide reasonable notice to Watermaster of the condition and the expected impact, if any, on the projected groundwater use.
- (ii) In preparation of the Recharge Master Plan, Watermaster will consider whether existing groundwater production facilities owned or controlled by producers within Management Zone 1 may be used in connection with an aquifer storage and recovery ("ASR") project so as to further enhance recharge in specific locations and to otherwise meet the objectives of the Recharge Master Plan. [Peace II Agreement § 8.4(d)(2).]
- (d) Watermaster shall not own Recharge projects, including but not limited to spreading grounds, injection wells, or diversion works. [Peace Agreement § 5.1(h).]
- (e) Watermaster may own and hold water rights in trust for the benefit of the parties to the Judgment. Subject to this exception, Watermaster shall not own land or interests in real property. [Peace Agreement § 5.1(h).] Watermaster shall obtain Court approval prior to acquiring any water rights in trust for the benefit of the parties to the Judgment. In addition, Watermaster shall conform all existing permits to ensure that title is held in trust for the benefit of the parties to the Judgment.

- (f) Watermaster shall arrange, facilitate and provide for Recharge by entering into contracts with appropriate persons, which may provide facilities and operations for physical Recharge of water as required by the Judgment and the Peace Agreement, or pursuant to the OBMP. Any such contracts shall include appropriate terms and conditions, including terms for the location and payment of costs necessary for the operation and maintenance of facilities, if any. [Peace Agreement § 5.1(h).]
- (g) Watermaster shall provide an annual accounting of the amount of Recharge and the location of the specific types of Recharge. [Peace Agreement § 5.1(j).]

7.2 Recharge of Supplemental Water. All Recharge of the Chino Basin with Supplemental Water shall be subject to Watermaster approval obtained by Application made to Watermaster in accordance with provisions of Article X. [Peace Agreement § 5.1(a).] In reviewing any such Application, Watermaster shall comply with the following.

- (a) Watermaster will ensure that any person may make Application to Watermaster to Recharge the Chino Basin with Supplemental Water pursuant to Article X, including the exercise of the right to offer to sell In-Lieu Recharge Water to Watermaster as provided in the Judgment and the Peace Agreement in a manner that is consistent with the OBMP and the law. [Peace Agreement § 5.1(b).]
- (b) Watermaster shall not approve an Application by any party to the Judgment under Article X if it is inconsistent with the terms of the Peace Agreement, or will cause any Material Physical Injury to any party to the Judgment or the Basin. [Peace Agreement § 5.1(b).]
- (c) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recharge of Supplemental Water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recharge of Supplemental Water must be denied. [Peace Agreement § 5.1(b).]
- (d) Absent a clear showing as to peculiar circumstances or changes, Recharge of the Chino Basin with Supplemental Water conducted through spreading grounds shall be assessed: (i) a 1.5% evaporation loss if the Recharge occurs in November through March; or (ii) a 4.2% evaporation loss if the Recharge occurs in April through October. Such loss shall be a one-time adjustment applicable to the Party engaging in Recharge. Losses for Recharge through injection wells shall be determined on a case by case basis. [Judgment at ¶41.]

7.3 Recharge of 6,500 Acre-Feet of Supplemental Water in Management Zone 1. Consistent with its overall obligations to manage the Chino Basin to ensure hydrologic balance within each management zone, for the duration of the Peace Agreement (until June of 2030), Watermaster will ensure that a minimum of 6,500 acre-feet of wet water recharge occurs within Management Zone 1 on an annual basis. However, to the extent that water is unavailable for recharge or there is no replenishment obligation in any year, the obligation

to recharge 6,500 acre-feet will accrue and be satisfied in subsequent years. [Peace II Agreement § 8.4(d).]

- (a) Watermaster will implement this measure in a coordinated manner so as to facilitate compliance with other agreements among the parties, including but not limited to the Dry-Year Yield Agreements.
- (b) Five years from the effective date of the Peace II Measures, Watermaster will cause an evaluation of the minimum recharge quantity for Management Zone 1. After consideration of the information developed, the observed experiences in complying with the Dry Year Yield Agreements as well as any other pertinent information, Watermaster may increase the minimum requirement for Management Zone 1 to quantities greater than 6,500 acre-feet per year. In no circumstance will the commitment to recharge 6,500 acre-feet be reduced for the duration of the Peace Agreement. [Peace II Agreement § 8.4(e).]

7.4 Sources of Replenishment Water. Supplemental Water may be obtained by Watermaster from any available source. Watermaster shall, however, seek to obtain the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. It is anticipated that Supplemental Water for Replenishment of Chino Basin may be available at different rates to the various pools to meet their Replenishment Obligations. If such is the case, each pool will be assessed only that amount necessary for the cost of Replenishment Water to that pool, at the rate available to the pool, to meet its Replenishment Obligation. In this connection, available resources may include, but are not limited to:

- (a) Maximum beneficial use of Recycled Water, which shall be given a high priority by Watermaster [Judgment ¶ 49(a).];
- (b) State Project Water subject to applicable service provisions of the State's water service contracts [Judgment ¶ 49(b).];
- (c) Local Imported Water through facilities and methods for importation of surface and Groundwater supplies from adjacent basins and watersheds [Judgment ¶ 49(c).]; and
- (d) Available supplies of Metropolitan Water District water from its Colorado River Aqueduct. [Judgment ¶ 49(d).]

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

- (a) Watermaster will calculate the total Desalter Production for the preceding year and then apply a credit against the total quantity from:

- (i) the Watermaster Desalter replenishment account composed of 25,000 acre-feet of water abandoned by Kaiser Ventures pursuant to the "Salt Offset Agreement" dated October 21, 1993, between Kaiser Ventures and the RWQCB, and other water previously dedicated by the Appropriative Pool [Peace Agreement § 7.5(a).];
 - (ii) dedication of water from the Overlying (Non-Agricultural) Pool Storage Account or from any contribution arising from an annual authorized Physical Solution Transfer in accordance with amended Exhibit G to the Judgment;
 - (iii) New Yield that may be made available to Watermaster through a combination of management programs, actions or facilities, other than the Stormwater component of New Yield, as determined on an annual basis [Peace Agreement § 7.5(b)];
 - (iv) any declared losses from storage in excess of actual losses enforced as a "Leave Behind";
 - (v) Safe Yield that may be contributed by the parties [Peace Agreement § 7.5(c)];
 - (vi) any Production of groundwater attributable to the controlled overdraft authorized pursuant to Exhibit I to the Judgment, as amended.
- (b) To the extent available credits are insufficient to fully offset the quantity of groundwater production attributable to the Desalters, Watermaster will use water or revenue obtained by levying the following assessments among the members of the Overlying (Non-Agricultural) Pool and the Appropriative Pool to meet any remaining replenishment obligation as follows.
- (i) A Special OBMP Assessment against the Overlying (Non-Agricultural) Pool as more specifically authorized and described in amendment to Exhibit "G" paragraph 5 (c) to the Judgment will be dedicated by Watermaster to further off-set replenishment of the Desalters. However, to the extent there is no remaining replenishment obligation attributable to the Desalters in any year after applying the off-sets set forth in 7.5(a), the OBMP Special Assessment levied by Watermaster will be distributed as provided in Section 9.2 of the Peace II Agreement. The Special OBMP Assessment will be assessed pro-rata on each member's share of Safe Yield.
 - (ii) The members of the Appropriative Pool will contribute a total of 10,000 afy toward Desalter replenishment, allocated among Appropriative Pool members as follows:

- 85% of the total (8,500 afy) will be allocated according to the Operating Safe Yield percentage of each Appropriative Pool member; and
- 15% of the total (1,500 afy) will be allocated according to each land use conversion agency's percentage of the total land use conversion claims, based on the actual land use conversion allocations of the year.

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

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

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

- (iii) A Replenishment Assessment against the Appropriative Pool for any remaining Desalter replenishment obligation after applying both 6(b)(i) and 6(b)(ii) of the Peace II Agreement, allocated pro-rata to each Appropriative Pool member according to the combined total of the member's share of Operating Safe Yield and the member's Adjusted Physical Production, as defined below. Desalter Production is excluded from this calculation. A sample calculation of the allocation of the remaining desalter obligation is shown in Exhibit 4 to the Peace II Agreement.¹
- (iv) Adjusted Physical Production is the Appropriative Pool member's total combined physical production (i.e., all groundwater pumped or produced by the Appropriative Pool member's groundwater wells in the Chino Basin, including water transferred from the Non- Agricultural Pool under Exhibit G, ¶9 of the Judgment), with the following adjustments:
 - (1) In the case of assignments among Appropriative Pool members, or between Appropriative Pool members and Non-Agricultural Pool members under Exhibit G, ¶6 of the Judgment, resulting in pumping or production by one party to the Judgment for use by another party to the Judgment, the production for purposes of Adjusted Physical Production shall be assigned to the party making beneficial use of the water, not the actual producer.

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

- (2) Production offset credits pursuant to voluntary agreements under section 5.3(i) of the Peace Agreement are calculated at 50% of the total voluntary agreement credit in the determination of Adjusted Physical Production for an Appropriative Pool member participating in a voluntary agreement for that year. In the determination of Adjusted Physical Production, the voluntary agreement credit is subtracted from physical production. Reduction of the voluntary agreement credit from 100% to 50% is applicable only to the calculation of the Adjusted Physical Production hereunder; but in all other applications, the voluntary agreement credit shall remain unchanged (i.e. remain at 100%).
- (3) Production associated with approved storage and recovery programs (e.g., Dry Year Yield recovery program with MWD) is not counted in Adjusted Physical Production, except for in-lieu participation in such programs: in-lieu put quantities shall be added to physical production, and in-lieu take quantities shall be subtracted from physical production.
- (4) Metered pump-to-waste Production that is determined by Watermaster to be subsequently recharged to the groundwater basin is deducted from physical production; unmetered pump-to-waste production that is determined by Watermaster not to be subsequently recharged to the groundwater basin is added to physical production.
- (5) The Appropriative Pool may approve, by unanimous vote, the inclusion of other items in the determination of Adjusted Physical Production, with the exception of Non- Agricultural Pool water assigned or transferred under Exhibit G, ¶6 or ¶10 of the Judgment.
- (v) Any member of the Non-Agricultural Pool that is also a member of the Appropriative Pool may elect to transfer (a) some or all of the annual share of Operating Safe Yield of the transferor in and for the year in which the transfer occurs (except that such transfer shall exclude any dedication to the Watermaster required by section 6.2(b)(1) of the Peace II Agreement), and (b) any quantity of water held in storage by the transferor (including without limitation carryover and excess carryover) to any member of the Appropriative Pool, in either case at any price that the transferor and transferee may deem appropriate and for the purpose of satisfying the transferee's desalter replenishment obligation. The transferee's desalter replenishment obligation shall be credited by the number of acre-feet so transferred.
- (vi) For the purposes of this section 7.5(b), the quantification of any Party's share of Operating Safe Yield does not include either land use conversions or Early Transfers.

- 7.6 Method of Replenishment. Watermaster may accomplish Replenishment by any reasonable method, including spreading and percolation, injection of water into existing or new facilities, in-lieu procedures and acquisition of unproduced water from members of the Non-Agricultural and Appropriative Pools. [Judgment ¶ 50.]
- 7.7 Accumulations. In order to minimize fluctuations in assessments and to give Watermaster flexibility in the purchase and spreading of Replenishment Water, Watermaster may make reasonable accumulations of Replenishment Water assessment proceeds. Interest earned on such retained funds shall be added to the account of the pool from which the funds were collected and shall be applied only to the purchase of Replenishment Water. [Judgment ¶ 56.]
- 7.8 In-Lieu and Other Negotiated Procedures. To the extent good management practices dictate that recharge of the Basin be accomplished by taking surface supplies of Supplemental Water in lieu of Groundwater otherwise subject to Production as an allocated share of Operating Safe Yield, the following in-lieu procedures or other additional procedures as may be negotiated by Watermaster and approved by the Watermaster Advisory Committee shall prevail [Judgment Exhibit "H" ¶ 11.]:
- (a) Designation of In-Lieu Areas. In-lieu areas may be designated by order of Watermaster upon recommendation or approval of the Watermaster Advisory Committee. Watermaster has previously designated the entire Chino Basin as an in-lieu area. In-lieu areas may be enlarged, reduced or eliminated by subsequent order; provided, however, that designation of an in-lieu area shall be for a minimum fixed term sufficient to justify necessary capital investment. However, should in-lieu Area No.1, which has been established by the Court, be reduced or eliminated, it shall require prior order of the Court.
 - (b) Method of Operation. Any member of the Appropriative Pool Producing water within a designated in-lieu area who is willing to abstain for any reason from Producing any portion of its share of Operating Safe Yield in any year, may offer such unpumped water to Watermaster on a form to be provided therefor. In such event, Watermaster shall purchase said water in place, in lieu of spreading Replenishment Water, which may be otherwise required to make up for over Production. The purchase price for in-lieu water shall be the lesser of:
 - (i) Watermaster's current cost of Replenishment Water, plus the cost of spreading; or
 - (ii) The cost of supplemental surface supplies to the Appropriator, less
 - a) said Appropriator's average cost of Groundwater Production, and
 - b) the applicable Production assessment where the water is Produced.

ARTICLE VIII STORAGE

8.0 Scope. This Article sets forth Watermaster's obligations and responsibilities regarding the management, regulation and control of storage within the Basin.

8.1 In General.

- (a) Watermaster Control. A substantial amount of available Groundwater storage capacity exists in the Basin that is not used for storage or regulation of Basin Waters. It is essential that the use of storage capacity of the Basin be undertaken only under Watermaster control and regulation so as to protect the integrity of the Basin. Watermaster will exercise regulation and control of storage primarily through the execution of Groundwater Storage Agreements. [Judgment ¶ 11.]
- (b) Categories of Groundwater Storage Agreements. There are different categories of storage and different types of Groundwater Storage agreements. Only those Groundwater Storage agreements defined as "Qualifying Storage agreements" require new Watermaster approval. Qualifying Storage agreements will be processed by Watermaster in accordance with the forms provided by Watermaster and attached hereto as Appendix 1.
- (c) Court Notification and Approval. Before it is effective, any Storage and Recovery Agreement entered into pursuant to a Storage and Recovery Program shall first receive Court Approval. With respect to all other Groundwater Storage Agreements, Watermaster shall notify the Court after approval.
- (d) Relationship Between Recapture and Storage. Recapture of water held in a storage account will generally be approved by Watermaster as a component of and coincident with a Groundwater Storage Agreement for Qualifying Storage. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for recovery is not yet known. In such cases, the Applicant may request Watermaster approval of the Qualifying Storage only and subsequently submit and process an independent Application for Recapture under the provisions of Article X.
- (e) Storage of Safe Yield as Carry-Over Water. Any member of the Appropriative Pool or member of the Non-Agricultural Pool who Produces less than its assigned share of Operating Safe Yield or Safe Yield, respectively, may carry such unexercised right forward for exercise in subsequent years. Watermaster shall be required to keep an accounting of Carry-Over Water in connection with said Carry-Over Rights. The first water Produced in any subsequent year, shall be deemed to be in exercise of that Carry-Over Right. If the aggregate remaining Carry-Over Water available to any member of the Appropriative Pool, or member of the Non-Agricultural Pool with Safe Yield, in a given year exceeds its assigned share of Operating Safe Yield after its demands are met, such Producer shall, as a condition of preserving such Excess Carry-Over Water execute a Local Storage Agreement

with Watermaster. A member of the Appropriative Pool shall have the option to pay the gross assessment applicable to said Carry-Over Right in the year in which it occurred. [Judgment Exhibit "G," and Exhibit "H" ¶ 12.]

(f) Storage of Supplemental Water. The rules and procedures for the storage of Supplemental Water are set forth as follows.

(i) Supplemental Water. Each party, its officers, agents, employees, successors, and assigns, has been enjoined and restrained from storing Supplemental Water in Chino Basin for withdrawal, or causing withdrawal of water stored, except pursuant to the terms of a Groundwater Storage Agreement with Watermaster. Any Supplemental Water recharged by any person within Chino Basin, except pursuant to these Rules and Regulations and a Groundwater Storage Agreement, is deemed abandoned and shall not be considered Stored Water. [Judgment ¶ 14.]

(ii) Application for Storage of Supplemental Water. Watermaster will ensure that any person, including but not limited to the State of California and the Department of Water Resources may make Application to Watermaster to store and Recover water from the Chino Basin as provided herein in a manner that is consistent with the OBMP and the law. Watermaster shall not approve an Application to store and Recover water if it is inconsistent with the terms of the Peace Agreement or will cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the storage and Recovery of water shall be reasonably and fully mitigated as a condition of approval. In the event the Material Physical Injury cannot be mitigated, the request for storage and Recovery must be denied. [Peace Agreement § 5.2(a)(iii).] Applications for the storage of Supplemental Water shall be processed in accordance with the provisions of Article X.

(g) Rules and Procedures in General.

(i) Any person desiring to store Supplemental Water in the Basin shall make appropriate Application therefor with the Watermaster pursuant to the provisions of this Article and Article X. Supplemental Water stored or Recharged in the Basin, except pursuant to a Groundwater Storage Agreement with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]

(ii) Guidelines and Criteria. Any person, whether a party to the Judgment or not, may make reasonable beneficial use of the available groundwater storage capacity of Chino Basin for storage of Water pursuant to written agreement with the Watermaster as provided herein. [Judgment ¶ 12.]

(iii) In the allocation of storage capacity, the needs and requirements of lands overlying Chino Basin and the owners of rights in the Safe Yield or

Operating Safe Yield of the Basin shall have priority and preference over storage for export. [Judgment ¶ 12.]

- (iv) It is an objective in management of the Basin's waters that no Producer shall be deprived of access to the Basin's waters by reason of unreasonable pumping patterns, nor by regional or localized Recharge of Replenishment Water, insofar as such result may be practically avoided. [Judgment Exhibit "I" ¶ 1(a).]
- (v) Maintenance and improvement of water quality shall be given prime consideration. [Judgment Exhibit "I" ¶ 1(b).]
- (vi) Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties to the Judgment shall be considered equal in importance to water quantity and quality parameters. [Judgment Exhibit "I" ¶ 1(c).]
- (h) Contents of Groundwater Storage Agreements. Each Groundwater Storage Agreement shall include but not be limited to the following components [Judgment Exhibit "I" ¶ 3]:
 - (i) The quantities and the term of the storage right, which shall specifically exclude credit for any return flows;
 - (ii) A statement of the priorities of the storage right as against overlying, Safe Yield uses, and other storage rights;
 - (iii) The delivery rates, together with schedules and procedures for spreading, injection or in-lieu deliveries of Supplemental Water for direct use;
 - (iv) The calculation of storage water losses and annual accounting for water in storage; and
 - (v) The establishment and administration of withdrawal schedules, locations and methods.
- (i) Accounting. Watermaster shall calculate additions, extractions and losses of all Stored Water in Chino Basin, and any losses of water supplies or Safe Yield of Chino Basin resulting from such Stored Water, and keep and maintain for public record, an annual accounting thereof. [Judgment ¶ 29.]
- (j) No Material Physical Injury. Watermaster will ensure that any party to the Judgment may Recapture water in a manner consistent with the Peace Agreement, the OBMP, the Judgment and these Rules and Regulations. Watermaster shall not approve a Recapture plan if it is inconsistent with the terms of Peace Agreement or will cause Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Recapture of water by any person shall be fully and reasonably

mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Recapture must be denied.

8.2 Local Storage: Special Considerations. Under a Local Storage Agreement with Watermaster, every party to the Judgment shall be permitted to store its Excess Carry-Over Water and Supplemental Water in the Chino Basin according to the following provisions:

- (a) For the term of the Peace Agreement, Watermaster shall ensure that: (a) the quantity of water actually held in local storage under a Local Storage Agreement with Watermaster is confirmed and protected and (b) each party to the Judgment shall have the right to store its Excess Carry-Over Water. Thereafter, a party to the Judgment may continue to Produce the actual quantity of water held pursuant to a Local Storage Agreement, subject only to the loss provisions set forth herein.
- (b) For the term of the Peace Agreement, any party to the Judgment may make Application to Watermaster for a Local Storage Agreement pursuant to the provisions of this Article and Article X, whereby it may store Supplemental Water in the Chino Basin. [Peace Agreement § 5.2(b)(ii).]
- (c) In accordance with Article X, Watermaster shall provide written notice to all interested parties of the proposed Local Storage Agreement prior to approving the agreement.
- (d) Watermaster shall approve the storage of Supplemental Water under a Local Storage Agreement so long as: (1) the total quantity of Supplemental Water authorized to be held in Local Storage under all then-existing Local Storage Agreements, other than amounts classified as Supplemental Water under the procedure set forth in section 8.1 above, for all parties to the Judgment does not exceed the Maximum Local Storage Quantity; (2) the party to the Judgment making the request provides their own Recharge facilities for the purpose of placing the Supplemental Water into Local Storage; (3) the agreement will not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed agreement with conditions that mitigate any threatened or potential Material Physical Injury. [Peace Agreement § 5.2(b)(iv); Second Amendment to Peace Agreement.]
- (e) There shall be a rebuttable presumption that the Local Storage Agreement for Supplemental Water does not result in Material Physical Injury to a Party to the Judgment or the Basin. [Peace Agreement § 5.2(b)(v).]
- (f) In the event more than one party to the Judgment submits a request for an agreement to store Supplemental Water pursuant to a Local Storage Agreement, Watermaster shall give priority to the first party to file a bona fide written request which shall include the name of the party to the Judgment, the source, quantity and quality of the Supplemental Water, an identification of the party to the Judgment's access to or ownership of the Recharge facilities, the duration of the Local Storage and any other information Watermaster shall reasonably request. Watermaster shall not

grant any person the right to store more than the then-existing amount of available Local Storage. The amount of Local Storage available for the storage of Supplemental Water shall be determined by subtracting the previously approved and allocated quantity of storage capacity for Supplemental Water and Excess Carryover Water from the Maximum Local Storage Quantity. [Court's Findings and Order, dated July 21, 2021.] This means Watermaster shall not approve requests for the storage of Supplemental Water and Excess Carryover Water in excess of the Maximum Local Storage Quantity. Priorities among the parties to the Judgment shall be on the basis that the completed Applications filed first in time under the provisions of Article X shall have a priority in right up to the amount of the quantity approved by Watermaster.

- (g) After July 1, 2035, Watermaster shall have discretion to place reasonable limits on the further accrual of Excess Carry-Over Water and Supplemental Water in Local Storage. However, during the term of the Peace Agreement, Watermaster shall not limit the accrual of Excess Carry-Over Water for Fontana Union Mutual Water Company and Cucamonga County Water District when accruing Excess Carry-Over Water in Local Storage pursuant to the Settlement Agreement Among Fontana Union Water Company, Kaiser Steel Resources Inc., San Gabriel Valley Water Company and Cucamonga County Water District dated February 7, 1992, to a quantity less than 25,000 acre-feet for the term of the Peace Agreement. [Peace Agreement § 5.2(b)(x).]
- (h) Watermaster shall evaluate the need for limits on water held in Local Storage to determine whether the accrual of additional Local Storage by the parties to the Judgment should be conditioned, curtailed or prohibited if it is necessary to provide priority for the use of storage capacity for those Storage and Recovery Programs that provide broad mutual benefits to the parties to the Judgment as provided in this paragraph and section 5.2(c) of the Peace Agreement. [Peace Agreement § 5.2(b)(xi).]
- (i) Watermaster will impose a uniform loss against all water in storage in an amount of 2 (two) percent where the Party holding the storage account: (i) has previously contributed to the implementation of the OBMP as a Party to the Judgment, is in compliance with their continuing covenants under the Peace and Peace II Agreements or in lieu thereof they have paid or delivered to Watermaster "financial equivalent" consideration to offset the cost of past performance prior to the implementation of the OBMP and (ii) promised continued future compliance with Watermaster's Rules and Regulations. Where a Party has not satisfied the requirements of subsection (i)(i) and (i)(ii) herein, Watermaster will assess a 6 (six) percent loss. Following a Watermaster determination that Hydraulic Control has been achieved, Watermaster will assess losses of less than 1 (one) percent where the Party satisfies subsection (i)(i) and (i)(ii). [Peace II Agreement § 7.4.]

- (j) Watermaster shall allow water held in storage to be Transferred pursuant to the provisions of section 5.3 of the Peace Agreement as provided in Article X. Storage capacity is not Transferable. [Peace Agreement § 5.2(b)(xiii).]
- (k) Monetary payment shall not be accepted as a form of mitigation for Material Physical Injury where the injury is not confined to a specific party or parties. Where the Material Physical Injury is confined to a specific party or parties, monetary payment may be accepted as a form of mitigation, if acceptable to the affected party or parties.
- (l) Applicants for Local Storage of Supplemental Water agreements shall submit such Application prior to initiation of the placement of the Supplemental Water into storage except as provided in sections 8.1 and 8.2 above.
- (m) Any Supplemental Water stored or recharged in the Basin, except pursuant to a Local Storage Agreement for Supplemental Water with Watermaster, shall be deemed abandoned and not classified as Stored Water. [Judgment ¶ 14.]

8.3 Groundwater Storage and Recovery Program; Special Considerations. The parties, through Watermaster, may initiate a regional Storage and Recovery (sometimes called "conjunctive use") Program, for the mutual benefit of the Appropriators and the Non-Agricultural Pool in the Chino Basin according to the following provisions:

- (a) Watermaster will ensure that no person shall store water in, and recover water from the Basin, other than pursuant to a Local Storage Agreement, without a Storage and Recovery agreement with Watermaster [Peace Agreement § 5.2(c)(i).];
- (b) A proposed Applicant for a Storage and Recovery Program must submit the information set forth in Article X to Watermaster prior to Watermaster's consideration of an Application for a Storage and Recovery agreement;
- (c) As a precondition of any project, program or contract regarding the use of Basin storage capacity pursuant to a Storage and Recovery Program, Watermaster shall first request proposals from qualified persons [Peace Agreement § 5.2(c)(iii).];
- (d) Watermaster shall be guided by the following criteria in evaluating any request to store and recover water from the Basin by a party to the Judgment or any person under a Storage and Recovery Program.
 - (i) The initial target for the cumulative quantity of water held in storage is 500,000 acre-feet in addition to the existing storage accounts. The 500,000 acre-feet target may be comprised of any combination of participants and is in excess of up to an additional 100,000 acre-feet of Supplemental Water and Excess Carry-Over Rights that may be stored under Local Storage Agreements.

- (ii) Watermaster shall prioritize its efforts to regulate and condition the storage and recovery of water developed in a Storage and Recovery Program for the mutual benefit of the parties to the Judgment and give first priority to Storage and Recovery Programs that provide broad mutual benefits. [Peace Agreement § 5.2(c)(iv).];
- (e) The members of the Appropriative Pool and the Non-Agricultural Pool shall be exclusively entitled to the compensation paid for a Storage and Recovery Program irrespective of whether it be in the form of money, revenues, credits, proceeds, programs, facilities, or other contributions (collectively "compensation") with the benefits of such compensation to be spread as broadly as possible as directed by the Non-Agricultural and the Appropriative Pools [Peace Agreement § 5.2(c)(v).];
- (f) The compensation received from the use of available storage capacity under a Storage and Recovery Program, may be used to offset the Watermaster's cost of operation, to reduce any assessments on the parties to the Judgment within the Appropriative and Non-Agricultural Pools, and to defray the costs of capital projects as may be requested by the members of the Non-Agricultural Pools and the Appropriative Pool [Peace Agreement § 5.2(c)(vi).];
- (g) Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by storage and recovery of water, whether Local Storage and recovery or pursuant to a Storage and Recovery Program, shall be reasonably and fully mitigated as a condition of approval [Peace Agreement §§ 5.2(a)(iii) and 5.2(c)(viii) (labeled "(xiii)");
- (h) Watermaster reserves discretion to negotiate appropriate terms and conditions or to deny any request to enter into a Storage and Recovery Program Agreement. With respect to persons who are not parties to the Judgment, Watermaster reserves complete discretion to ensure that maximum compensation, as defined in section (e) above, is received. Watermaster shall base any decision to approve or disapprove any proposed Storage and Recovery Program Agreement upon the record as provided in Article X. However, it may not approve a proposed Storage and Recovery Program Agreement unless it has first imposed conditions to reasonably and fully mitigate any threatened or potential Material Physical Injury [Peace Agreement § 5.2(c)(ix).];
- (i) Any party to the Judgment may seek review of the Watermaster's decision regarding a Storage and Recovery Program Agreement as provided in Article X;
- (j) Nothing herein shall be construed as prohibiting the export of Supplemental Water stored under a Storage and Recovery Program and pursuant to a Storage and Recovery Agreement; and
- (k) The Parties shall indemnify and defend the State of California and the members of the Agricultural Pool against any lawsuit or administrative proceedings, without

limitation, arising from Watermaster's adoption, approval, management, or implementation of a Storage and Recovery Program.

- (l) Any losses from storage assessed as a Leave Behind in excess of actual losses (“dedication quantity”) will be dedicated by Watermaster towards groundwater Production by the Desalters to thereby avoid a Desalter replenishment obligation that may then exist in the year of recovery. Any dedication quantity which is not required to offset Desalter Production in the year in which the loss is assessed, will be made available to the members of the Appropriative Pool. The dedication quantity will be pro-rated among the members of the Appropriative Pool in accordance with each Producer’s combined total share of Operating Safe Yield and the previous year’s actual production. However, before any member of the Appropriative Pool may receive a distribution of any dedication quantity, they must be in full compliance with the 2007 Supplement to the OBMP Implementation Plan and current in all applicable Watermaster assessments. [Peace II Agreement § 7.5.]

8.4 Recapture.

- (a) All Recapture of water held in a storage account under a Groundwater Storage Agreement shall be subject to the requirement that the Recovery of the water not result in Material Physical Injury to a party to the Judgment or the Basin.
- (b) Recapture of water held in a Local Storage Account that pre-exists the adoption of these Rules and Regulations and that was extended by Watermaster in accordance with Article V of the Peace Agreement and these Rules and Regulations until July 1, 2005, shall be in accordance with the provisions of the plan for Recapture previously approved by Watermaster. Any amendments to an approved Recapture plan shall require additional Watermaster's approval under the provisions of Article X.
- (c) A person with an approved plan for Recapture shall have the right to process amendments to the previously approved plan in accordance with the provisions of Article X.

ARTICLE IX TRANSFERS

- 9.0 Scope. Any Transfer shall be made only in accordance with the Judgment, the Peace Agreement section 5.3, the Peace II Agreement, the OBMP and this Article IX.
- 9.1 In General. Watermaster will ensure that any party to the Judgment may Transfer water in a manner that is consistent with the Judgment, the Peace and Peace II Agreements, the OBMP and the law. Watermaster shall approve a Transfer if it is consistent with the terms of the Peace Agreement and Peace II Agreement, and will not cause any Material Physical Injury to any party to the Judgment or the Basin. Any potential or threatened Material Physical Injury to any party to the Judgment or the Basin caused by the Transfer of water shall be fully and reasonably mitigated as a condition of approval. In the event the Material Physical Injury cannot be fully and reasonably mitigated, the request for Transfer must be denied. Upon receipt of written request by Watermaster, a party to the Judgment shall exercise Best Efforts to provide Watermaster with a preliminary projection of any anticipated Transfer of Production within the Year.
- 9.2 Application to Transfer. A party to the Judgment may make Application to Watermaster to Transfer water as provided in the Judgment under the procedures set forth in Article X.
- (a) Watermaster shall provide reasonable advance written notice to all the Active Parties of a proposed Transfer, prior to approving the Transfer as provided in Article X.
 - (b) Watermaster shall approve the Transfer of water as provided in the Judgment so long as the individual Transfer does not result in any Material Physical Injury to any party to the Judgment or the Basin. Watermaster may approve a proposed Transfer with conditions that fully and reasonably mitigate any threatened or potential Material Physical Injury.
 - (c) There shall be a rebuttable presumption that the Transfer and the Production by the transferee does not result in Material Physical Injury to a party to the Judgment or the Basin.
 - (d) Watermaster shall base any decision to approve or disapprove any proposed Transfer upon the record after considering potential impacts associated with the individual Transfer alone and without regard to impacts attributable to any other Transfers. [Peace Agreement § 5.3(b)(v).] However, nothing herein shall be construed as impairing or restraining Watermaster's duty and discretion with regard to cumulative impacts in the context of section 9.3.
 - (e) Transfers which occur between the same parties in the same year shall be considered as a single Transfer for the purpose of determining Material Physical Injury.

- 9.3 Integrated Watermaster Review. In reviewing Transfers under these Rules and Regulations, Watermaster shall exercise reasonable discretion. Watermaster shall review each proposed Transfer based upon the record before it and considering the potential impacts of the proposed Transfer alone. However, Watermaster shall also consider the cumulative impacts of Transfers generally when carrying out its responsibilities to implement the OBMP and Recharge and monitoring programs authorized by these Rules and Regulations or the Judgment.
- (a) Watermaster will evaluate the cumulative physical impact of Transfers on the Basin, if any, by July 1, 2003, and a minimum of once every two years thereafter.
 - (b) Watermaster will take the results of its evaluation into account when carrying out its obligations under section 7.1 of these Rules and Regulations.
- 9.4 Transfer of Non-Agricultural Pool Production Rights. Watermaster shall approve the Transfer or lease of the quantified Production rights of Non-Agricultural Producers within the Non-Agricultural Pool subject to the provisions of section 9.2(b) above. The members of the Overlying (Non-Agricultural) Pool shall have the discretionary right to Transfer or lease their quantified Production rights and carry-over water held in storage accounts in quantities that each member may from time to time individually determine as Transfers in furtherance of the Physical Solution:
- (a) within the Overlying (Non-Agricultural) Pool;
 - (b) to Watermaster in conformance with the procedures described in the Peace Agreement between the Parties therein, dated June 29, 2000; or
 - (c) to Watermaster and thence to members of the Appropriative Pool in accordance with the following guidelines set forth in the Overlying (Non-Agricultural) Pool Pooling Plan:
 - (i) By December 31 of each year, the members of the Overlying (Non-Agricultural) Pool shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators. The Pool Committee of the Overlying (Non-Agricultural) Pool may, by affirmative action of its members from time to time, establish a price for such water or a method pursuant to which such price will be established. By January 31 of each year, Watermaster shall provide a Notice of Availability of each Appropriator's pro-rata share of such water;
 - (ii) Except as they may be limited by paragraph 9.4(v) below, each member of the Appropriative Pool will have, in their discretion, a right to purchase its pro-rata share of the supply made available from the Overlying (Non-Agricultural) Pool at the price at which the water is being offered. Each Appropriative Pool member's pro-rata share of the available supply will be

based on each Producer's combined total share of Operating Safe Yield and the previous year's actual Production by each party;

- (iii) If any member of the Appropriative Pool fails to irrevocably commit to their allocated share by March 1 of each year, its share of the Overlying (Non-Agricultural) Pool water will be made available to all other members of the Appropriative Pool according to the same proportions as described in 9.43(c)(ii) above and at the price at which the water is being offered. Each member of the Appropriative Pool shall complete its payment for its share of water made available by June 30 of each year.
 - (iv) Commensurate with the cumulative commitments by members of the Appropriative Pool pursuant to (ii) and (iii) above, Watermaster will purchase the surplus water made available by the Overlying (Non-Agricultural) Pool water on behalf of the members of the Appropriative Pool on an annual basis at which the water is being offered and each member of the Appropriative Pool shall complete its payment for its determined share of water made available by June 30 of each year.
 - (v) Any surplus water cumulatively made available by all members of the Overlying (Non-Agricultural) Pool that is not purchased by Watermaster after completion of the process set forth herein will be pro-rated among the members of the Pool in proportion to the total quantity offered for transfer in accordance with this provision and may be retained by the Overlying (Non-Agricultural) Pool member without prejudice to the rights of the members of the Pool to make further beneficial use or transfer of the available surplus.
 - (vi) Each Appropriator shall only be eligible to purchase their pro-rata share under this procedure if the party is: (i) current on all their assessments; and (ii) in compliance with the OBMP.
 - (vii) The right of any member of the Overlying (Non-Agricultural) Pool to transfer water in accordance with ~~this subsections~~ Paragraph 9.43(c)(i)–(iii) in any year is dependent upon Watermaster making a finding that the member of the Overlying (Non-Agricultural) Pool is using recycled water where it is both physically available and appropriate for the designated end use in lieu of pumping groundwater.
 - (viii) Nothing herein shall be construed to affect or limit the rights of any Party to offer or accept an assignment as authorized by the Judgment Exhibit "G" paragraph 6 above, or to affect the rights of any Party under a valid assignment.
- (d) In addition, the parties to the Judgment with rights within the Non-Agricultural Pool shall have the additional right to Transfer their rights to Watermaster for the purposes of Replenishment for a Desalter or for a Storage and Recovery Program.

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

9.5 Early Transfer.

- (a) Pursuant to the Peace Agreement, Watermaster approved an Early Transfer of the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement to the Appropriative Pool. The quantity of water subject to Early Transfer under this section shall be the quantity of water not Produced by the Agricultural Pool that is remaining after all the land use conversions are satisfied pursuant to section 5.3(h) of the Peace Agreement.
 - (i) The Transfer shall not limit the Production right of the Agricultural Pool under the Judgment to Produce up to 82,800 acre-feet of water in any year or 414,000 acre-feet in any five years as provided in the Judgment. [Peace Agreement § 5.3(g)(ii).]
 - (ii) The combined Production of all parties to the Judgment shall not cause a Replenishment assessment on the members of the Agricultural Pool. The Agricultural Pool shall be responsible for any Replenishment obligation created by the Agricultural Pool Producing more than 414,000 acre-feet in any five-year period. [Peace Agreement § 5.3(g)(iii).]
 - (iii) Nothing herein shall be construed as modifying the procedures or voting rights within or by the members of the Agricultural Pool. [Peace Agreement § 5.3(g)(v).]
- (b) The amount of water converted from agricultural use to urban use prior to execution of the Peace Agreement was 2.6 acre-feet per acre, with 1.3 acre-feet per acre being allocated collectively to all members of the Appropriative Pool with an assigned share of Operating Safe Yield and 1.3 acre-feet per acre being allocated to that Appropriator providing service for that urban use. The rate of 2.6 acre-feet per acre shall be changed to a total of 2.0 acre-feet per acre, all of which shall be allocated upon the conversion of the land use to that party to the Judgment which is a member of the Appropriative Pool, on the Effective Date of the Peace Agreement, and

whose Sphere of Influence or authorized service area contains the land ("purveyor"). Upon such conversion of water use the purveyor will pledge that the amount of water needed for such urban land use, when such urban land use is established, up to 2.0 acre-feet of water per acre of land per year will be made available for service for such converted land by purveyor under its then existing standard laws, regulations, rules and policies, or for service arranged by such purveyor, subject only to prohibition of such service by a federal, state agency or court with jurisdiction to enforce such prohibition. The owner of such converted land shall have the right to enforce such pledge by specific performance or writ of mandate under the terms of the Peace Agreement. No monetary damages shall be awarded.

- 9.6 Voluntary Agreement. The members of the Agricultural Pool, including the State of California, shall have the right to engage in a voluntary agreement with an Appropriator which has a service area contiguous to or inclusive of the agricultural land, to provide water allocated from the Agricultural Pool to the overlying land for agricultural use on behalf of the member of the Agricultural Pool unless otherwise prohibited by general law. The Appropriator providing service shall be entitled to a pumping credit to offset Production pursuant to the Peace Agreement section 5.3(i). This provision will be construed as permitting Watermaster to accept new voluntary agreements only to the extent that such voluntary agreements occur within areas eligible for conversion as described in Attachment 1 to the Judgment, previously added to the Judgment as an amendment of the Order of the Court dated November 17, 1995.
- 9.7 Assignment of Overlying Rights. In addition to the Voluntary Agreement under section 9.6 above, should an Appropriator take an assignment of rights from a Non-Agricultural Pool member, the agreement shall provide that the Appropriator may undertake to provide water service to such overlying land, but only to the extent necessary to provide water service to said overlying lands. Watermaster shall make available to members of the Non-Agricultural Pool and/or Appropriative Pool, a standard form which shall be completed and filed with Watermaster. Any assignment, lease and/or license shall be ineffective unless provided on the standard form approved by Watermaster and filed with Watermaster. [Based on Judgment Exhibit "H" ¶ 13; Exhibit "G" ¶ 6.]

ARTICLE X
APPLICATIONS, CONTESTS AND COMPLAINTS

- 10.0 Purpose. This Article sets forth the Watermaster rules and procedures for processing requests by a person for: (i) Watermaster approval of Recharge and Transfer; (ii) Qualifying Storage and Recapture; (iii) amendments to previously approved Applications; (iv) reimbursement or a credit for costs incurred by a party to the Judgment in furtherance of the OBMP; and (v) a Complaint for redress arising from an alleged Material Physical Injury to a party to the Judgment or the Basin. However, the procedures described in this Article X shall not be construed to apply to Watermaster actions, decisions, or rules other than as expressly set forth herein. All proceedings hereunder shall be conducted in an expeditious manner.
- 10.1 Notice and Opportunity to be Heard. Watermaster shall provide reasonable notice and opportunity to be heard to any person requesting Watermaster review or approval of any matter arising under this Article.
- 10.2 Judicial Review.
- (a) The Complaint procedures set forth in this Article X are not intended to constitute an exclusive remedy or constitute a requirement that a party to the Judgment exhaust this discretionary remedy. However, a party to the Judgment may elect to avail itself of the procedures set forth herein by filing a Complaint and requesting relief from any actual or threatened Material Physical Injury to any person or to the Basin where the alleged injury arises from the Recharge, Transfer or Qualifying Storage or Recapture of water by any person other than Watermaster.
 - (b) Once a party to the Judgment elects to pursue redress under the provisions of this Article, it shall exhaust this process until conclusion unless there is a sudden, unexpected event or emergency that causes a need for immediate judicial review or in the event that the Watermaster has failed to take action on a longstanding request. Thus, other than in the event of an emergency or where Watermaster has engaged in undue delay, a party to the Judgment may not seek judicial review of a Watermaster action on a pending Application or Complaint until the Watermaster Board has taken final action under the provisions of this Article. However, the procedures described in this Article X shall not preclude any party from seeking judicial review of any action, decision or rule of Watermaster in accordance with paragraph 31 of the Judgment.
- 10.3 Applications for Watermaster Approval: In General. Any party to the Judgment requesting approval by Watermaster for the Recharge, Transfer, Qualifying Storage or Recapture of water in the Basin, or reimbursements or credits against OBMP Assessments, or any person requesting approval of an agreement to participate in a Storage and Recovery Program, may make Application to Watermaster as provided in these Rules and Regulations.
- (a) Requests for Watermaster approval shall be processed by Application to the Watermaster.

- (b) All Applications shall be submitted to Watermaster in compliance with the requirements set forth in this Article. Approved forms for use by persons requesting Watermaster approval pursuant to this section are attached hereto as Appendix 1. Watermaster shall have no obligation to process incomplete Applications.
- (c) No person shall obtain a right to engage in the activities subject to an Application to Watermaster under these Rules and Regulations or the Judgment unless and until the proposed action is approved by Watermaster as provided herein.
- (d) Upon approval by Watermaster, the person shall have the right to proceed in accordance with the terms and conditions of the Watermaster approval. The rights of a party shall be construed consistent with the Judgment and subject to the terms and conditions set forth in Watermaster's approval.

10.4 Recharge Applications. Any party to the Judgment may make a request for Watermaster approval to engage in Recharge by submitting an Application to Watermaster that includes the following information.

- (a) The identity of the person proposing to engage in Recharge;
- (b) The quantity of water to be Recharged;
- (c) The quality of water to be Recharged;
- (d) The duration of the Recharge;
- (e) The method of the Recharge; and
- (f) The facilities to be used in the Recharge, and their location.

10.5 Transfer Applications. Any party to the Judgment may request Watermaster's approval for a Transfer by submitting an Application to Watermaster. A party to the Judgment that Produces water may in the same Fiscal Year request approval of a Transfer to offset all or a portion of its Replenishment Obligation, subject to the Watermaster's authority to approve or reject the Application under the provisions of this Article. An Application for Transfer shall include the following information:

- (a) The identity of the transferee and transferor;
- (b) The maximum quantity of water to be Transferred;
- (c) The duration of the Recovery of the quantity of water Transferred;
- (d) The location of the Production facilities from which the water will be Transferred, if known;
- (e) The location of the Production facilities from which the Transferred water will be Recaptured and Produced, if known; and

- (f) The rate of extraction at which the Transferred water will be Recaptured and Produced.

10.6 Qualifying Storage Agreements. A party to the Judgment may request Watermaster's approval of a Local Storage Agreement to store Supplemental Water, or, after July 1, 2005, a party to the Judgment may request Watermaster's approval of the accumulation of Excess Carry-Over Water in the event the party's aggregate Carry-Over Water exceeds its share of assigned Operating Safe Yield or Safe Yield. Prior to July 1, 2005, a party to the Judgment shall also be required to obtain a Local Storage Agreement to store Excess Carry-Over Water, and Watermaster shall approve such agreements under uniform terms and conditions. In addition, so long as there is then less than 100,000 acre-feet of Supplemental Water that was placed in Local Storage after July 1, 2000, a party to the Judgment's request to store Supplemental Water under a Local Storage Agreement shall be approved by Watermaster. The Applicant may include a plan for Recapture within the request for approval of the Qualifying Storage or subsequently identify the proposed plan for Recapture under an independent Application for Recapture or combine the request for subsequent approval in an Application for Transfer.

- (a) Any party to the Judgment may file an Application to store Supplemental Water pursuant to a Local Storage Agreement. The Application shall include the following information:
 - (i) The identity of the person(s) that will Recharge, Store and Recover the water;
 - (ii) The quantity of Supplemental Water to be Stored and Recovered;
 - (iii) The proposed schedule and method for the Recharge of water for Storage, if any;
 - (iv) The proposed schedule for Recovery, if any;
 - (v) The location of the Recharge facilities through which the Stored water will be Recharged, if any;
 - (vi) The location of the Production facilities through which the Stored water will be Recovered, if known; and
 - (vii) The water levels and water quality of groundwater in the areas likely to be affected by the storage and Recovery.
- (b) Each Producer shall have the right to store its un-Produced Carry-Over Water in the Basin. Excess Carry-Over Water placed into Local Storage after July 1, 2005 shall require a Local Storage Agreement with Watermaster. A Producer may file an Application prior to July 1, 2005 for a Local Storage Agreement for Excess Carry-Over Water that will be placed into Local Storage after July 1, 2005. Such an Application shall include the following information:

- (i) The identity of the person(s) that will store and Recover the Carry-Over Water;
- (ii) The quantity of Carry-Over Water to be stored and Recovered;
- (iii) The proposed schedule for the Recovery, to the extent known;
- (iv) The location of the Production facilities through which the stored Carry-Over Water will be Recovered, to the extent known; and
- (v) The water levels and water quality of Groundwater in the areas likely to be affected by the Production of the stored Carry-Over Water.

10.7 Storage and Recovery Program. Any person may request Watermaster's approval of an Agreement to participate in a Storage and Recovery Program by submitting an Application to Watermaster that, at a minimum, includes the following information:

- (a) The identity of the person(s) that will Recharge, store and Recover the water as well as its ultimate place of use;
- (b) The quantity of water to be Stored and Recovered;
- (c) The proposed schedule for the Recharge of water for storage, if any;
- (d) The proposed schedule and method for Recovery;
- (e) The location of the Recharge facilities through which the Stored Water will be Recharged;
- (f) The location of the Production facilities through which the Stored Water will be Recovered;
- (g) The water levels and water quality of the Groundwater in the areas likely to be affected by the Storage and Recovery, if known; and
- (h) Any other information that Watermaster requires to be included.

10.8 Recapture. Any person may file an Application for approval of its Recovery of water held in storage. Recapture of water may be approved by Watermaster as a component of and coincident with a request for approval of Qualifying Storage or a Transfer. However, an Applicant for Qualifying Storage may request, and Watermaster may approve, a Groundwater Storage Agreement where the plan for Recovery is not yet known. An Application for Recapture shall include the following information:

- (a) The identity of the person(s) that Recharged and stored the water;
- (b) The identity of the person(s) that will Recover the water as well as its ultimate place of use;

- (c) The quantity of water to be Recovered;
- (d) The proposed schedule for Recovery;
- (e) The location of the Production facilities through which the Stored Water will be Recovered;
- (f) The existing water levels and water quality of the Groundwater in the areas likely to be affected by the Recovery; and
- (g) Any other information that Watermaster requires to be included.

10.9 Credits Against OBMP Assessments and Reimbursements. Any Producer, including the State of California, may make Application to Watermaster to obtain a credit against OBMP Assessments or for reimbursements by filing an Application that includes the following information:

- (a) The identity of the party to the Judgment;
- (b) The specific purposes of the OBMP satisfied by the proposed project;
- (c) The time the project is proposed to be implemented and a schedule for completion;
- (d) The projected cumulative project costs; and
- (e) The specific capital or operations and maintenance expenses incurred in the implementation of any project or program, including the cost of relocating Groundwater Production facilities.

10.10 Watermaster Summary and Notification of a Pending Application. Upon Watermaster's receipt of an Application for Recharge, Transfer, Storage, Recapture or for a credit or reimbursement, Watermaster shall prepare a written summary and an analysis (which will include an analysis of the potential for Material Physical Injury) of the Application and provide Active Parties with a copy of the written summary and advance notice of the date of Watermaster's scheduled consideration and possible action on any pending Applications. The notice shall be accompanied by the Watermaster summary and analysis and it shall reasonably describe the contents of the Application and the action requested by the Applicant. Watermaster shall provide the following minimum notice to the Active Parties:

- (a) Applications for Recharge: 30 (thirty) days.
- (b) Applications for Transfer: 30 (thirty) days.
- (c) Applications for Storage and Recovery: 90 (ninety) days.
- (d) Local Storage Agreement or Recapture: 30 (thirty) days.

- 10.11 All Applications Considered by Pool Committees. All Applications shall be considered by the Pool Committees. Following its completion of the summary and analysis and the issuance of the required notice as provided in section 10.10, Watermaster Staff shall place the Application on the first available Pool Committee Agenda for each of the respective Pool Committees for consideration, discussion, recommendations or proposed conditions. The Application shall not be considered by the Advisory Committee until at least twenty-one (21) days after the last of the three Pool Committee meetings to consider the matter.
- 10.12 Watermaster Investigations of Applications. Watermaster may, in its discretion, cause an investigation of the Groundwater or the portion of the Basin affected by a pending Application. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations.
- 10.13 Contesting an Application. Following consideration of an Application by each Pool Committee, a Contest to the Application may be filed by any party to the Judgment. Contests to Applications filed by parties to the Judgment or other persons requesting Watermaster's approval pursuant to this Article shall be submitted in writing a minimum of fourteen (14) days prior to the date scheduled for Advisory Committee consideration and possible action. The Contest shall describe the basis for the Contest and the underlying facts and circumstances. Watermaster shall provide notice of the Contest to the Active Parties.
- 10.14 Contents of a Contest.
- (a) Each Contest shall include the name and address of the Contestant and show that the Contestant has read either the application or the related notice.
 - (b) If the Contest is based upon the allegation that the proposed action may result in Material Physical Injury to a party to the Judgment or the Basin, there shall be an allegation of the specific injury to the Contestant or to the Basin which may result from the proposed action and an identification of any then available evidence to support the allegation. If the Contest identifies documentary evidence other than Watermaster records or files, the Contestant shall serve copies of the documentary evidence on Watermaster and the Applicant seven (7) days prior to the hearing. If relevant to the Contest, the Contestant shall provide Watermaster with the location of the Contestant's extraction and place of use. The location shall be described with sufficient accuracy so that the position thereof relative to the proposed action may be determined. If relevant to the Contest, the Contestant shall describe the Contestant's purpose of use.
 - (c) If a Contest is based upon other grounds it shall summarize the grounds of the Contest.
 - (d) The Contest shall set forth any conditions or amendments to the proposed action which, if agreed upon, would result in withdrawal of the Contest.

- (e) If Watermaster finds the Contest fails to comply with this provision, it may reject the Contest and deny the request for hearing if the Contestant fails to correct the defect and file a proper Contest within five (5) business days of the Watermaster's rejection. In any instance where a rebuttable presumption is applicable, the Watermaster shall include a statement in the rejection of the Contest that the Contestant has failed to reference any potential substantial evidence to overcome the presumption of no Material Physical Injury.
- 10.15 Extensions of Time and Continuance for Good Cause. An Applicant or Contestant may request an extension of time to file a Contest and Answer or for a continuance of a scheduled hearing and the request may be granted by Watermaster staff where good cause exists.
- 10.16 Applicant May Answer the Contest. An Applicant or project proponent may elect to file a written Answer to any Contest.
- (a) Contents. An Answer shall be responsive to the allegations contained in the Contest.
 - (b) Time for Filing. Answers shall be filed at least seven (7) days prior to the scheduled hearing. If the Applicant intends to rely on documentary evidence other than Watermaster records or files, the Applicant shall serve copies of the documentary evidence upon Watermaster and the Contestant a minimum of three (3) days prior to the hearing.
- 10.17 Uncontested Applications by Parties to the Judgment.
- (a) The Advisory Committee and Board shall consider and may approve any uncontested Application. No hearing shall be required for an uncontested Application by a party to the Judgment unless there is good cause to hold a hearing. Where good cause appears, the Advisory Committee and the Board may deny, condition, or continue an uncontested Application. However, Watermaster shall not deny an Application until it has referred the matter to a hearing officer. In the case of a proposed denial or conditional approval, and upon the request of the Applicant, Watermaster shall schedule an appropriate and timely hearing in general conformity with this Article X.
 - (b) An uncontested Application shall be considered at the first regularly scheduled meeting of the Advisory Committee following the expiration of the Contest period.
 - (c) The Advisory Committee shall consider the Application, the staff Summary and Analysis and staff report and any rebuttable presumption that may be applicable and make any determinations under the Judgment in accordance with the provisions of section 10.25 herein.
 - (d) Following consideration by the Advisory Committee, the matter shall be transmitted to the Board for consideration. The Board shall also consider the

Application, the staff summary and Analysis and staff report and any rebuttable presumption that may be applicable, as well as the Advisory Committee action consistent with the Judgment. The Board's determination shall be made in accordance with the provisions of section 10.25 herein.

- (e) In each case where Watermaster the Advisory Committee or Board denies or conditions an uncontested Application made by a party to the Judgment, it must support its determination by substantial evidence and act in a manner that is consistent with the Judgment and the Peace Agreement.
- 10.18 Contested Applications. In each case where a Contest is filed, the matter shall be set for hearing by Watermaster staff in coordination with the hearing officer and the parties to the proceeding.
- 10.19 Applications by Persons not Parties to the Judgment. In its sole discretion, Watermaster may review, consider, process and decide upon Applications made by persons not parties to the Judgment. However, Watermaster may not approve or conditionally approve such an Application without first holding a hearing in accordance with this Article X.
- 10.20 Complaints in General. Any party to the Judgment may file a Complaint with Watermaster alleging that the conduct of another person is causing or will cause Material Physical Injury in violation of these Rules and Regulations, the Judgment and the Peace Agreement.
- (a) The Complaint shall identify the name of the Complainant, the specific action or conduct that is causing or will or may cause Material Physical Injury, and any recommended mitigation measures or conditions that might avoid or reduce the alleged Material Physical Injury.
 - (b) Upon receipt of the Complaint by Watermaster, it shall prepare a summary of the allegations and serve the summary along with a notice of the Complaint to the parties to the Judgment within 30 (thirty) days from filing.
 - (c) Any party to the Judgment may file an Answer to the Complaint within 14 (fourteen) days of the date of the notice of Complaint or other time as may be prescribed in the Watermaster notice of the Complaint.
 - (d) Watermaster shall schedule a hearing on the Complaint within 30 (thirty) days of the notice of the Complaint.
 - (e) A party to the Judgment's failure to appear or Contest a hearing on the approval of an Application of any matter before Watermaster shall not be a bar to the party's right to file a Complaint as provided herein. However, a party shall not be permitted to file a Complaint if it knew or should have known of a particular harm that that party would suffer and had a reasonable opportunity to object at the time of the original approval process but did not file such a Contest.

- (f) Any party to the Judgment may request an extension of time to file an Answer or to continue the hearing, which may be granted for good cause by Watermaster.
 - (g) Any party to a Complaint proceeding that intends to rely upon documentary evidence at the hearing, other than Watermaster documents or files, shall serve copies of the evidence upon Watermaster and the other parties to the proceeding a minimum of seven (7) days in advance of the hearing.
 - (h) Watermaster may, in its discretion, cause an investigation of the injury alleged to exist by the pending Complaint. Any party to the proceeding may be requested to confer and cooperate with the Watermaster, its staff or consultants to carry out such investigations.
- 10.21 All Complaints Considered by Pool Committees. All Complaints shall be considered by the Pool Committees. Following consideration by the respective Pool Committees, if the Complaint is not dismissed any person(s) directly impacted by the Complaint may file an Answer in accordance with the provisions of section 10.16 and the Complaint shall be set for hearing.
- 10.22 Designation of Hearing Officer for Applications, Contests and Complaints. The Watermaster Board shall develop and maintain a panel of five individuals that have technical expertise and some familiarity with the Basin. The hearing officer shall be selected by the mutual agreement of each side. If mutual agreement cannot be reached, each side to any hearing on an Application or Complaint shall rank their preferred hearing officer from one (1) to five (5). The panel member receiving the highest total score shall be selected by the Watermaster Board as the Hearing Officer, unless he or she is unable to serve in which case the panel member receiving the next highest rank shall be selected. Ties shall be broken by vote of the Watermaster Board. Watermaster may add or remove new members to the five member panel from time to time or as circumstances may warrant. There shall be only two sides in any hearing and intervenors shall be assigned to a side.
- 10.23 Duty of the Hearing Officer. The hearing officer shall conduct the hearings in accordance with the provisions of this Article. It shall be the responsibility of the hearing officer to compile the record, develop proposed findings and recommendations supported by substantial evidence in the record within thirty days of the hearing and transmit the record to the Advisory Committee and thereafter the Watermaster Board for further action. The hearing officer shall have and shall exercise the power to regulate all proceedings in any matter before it, and to take and do all acts and measures necessary or proper for the efficient performance of its duties.
- 10.24 Procedure at Hearings on Applications, Contests and Complaints
- (a) Parties Recognized at Hearing. Only the Applicant(s), Contestant(s), Watermaster staff and other party or parties to the Judgment which the hearing officer, in its discretion, allows to intervene as Applicant or Contestant, may be allowed to appear at the hearing.

- (b) Appearances. Persons appearing on their own behalf shall identify themselves at the beginning of the hearing. When a person is represented by an agent or attorney, such agent or attorney shall likewise enter an appearance before the hearing officer and thereafter will be recognized as fully controlling the case on behalf of that party to the proceeding.
- (c) Conduct of Hearings. Hearings shall be open to the public. The hearing officer has and shall exercise the power to regulate all proceedings in any manner before it, and to do all acts and take all measures necessary or proper for the efficient performance of its duties. The hearing officer may rule on the admissibility of evidence and may exercise such further and incidental authority as necessary for the conduct of the proceedings.
- (d) Evidence. The hearing need not be conducted according to technical rules of evidence and witnesses. Any relevant, non-repetitive evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions.
- (e) Rebuttable Presumption. A rebuttable presumption under these Rules and Regulations means that the presumption shall be sufficient to approve an Application, unless a party to the Judgment opposing the Application produces substantial evidence to rebut the presumption. Once the party to the Judgment opposing the Application produces substantial evidence in support of their contention that an action may cause Material Physical Injury to a party to the Judgment or the Basin, the presumption shall be deemed rebutted.
- (f) Official Notice. Before or after submission of a matter for decision, official notice may be taken by the Hearing Officer of such facts as may be judicially noticed by the courts of this State.
- (g) Evidence by Reference. Public records of Watermaster which are relevant to the subject of the hearing and books, reports or other papers and pleadings which have been prepared by Watermaster and submitted previously to the Court, may in the discretion of the hearing officer, be received into evidence as exhibits without the need of supplying copies to Watermaster or other parties to the proceeding.
- (h) Examination of Witnesses. Each party to the proceeding shall have the right to call and examine witnesses and introduce exhibits. Watermaster staff and consultants may participate in the hearing as appropriate, using their technical knowledge and experience for the primary purpose of developing a full, fair and accurate record, including the questioning of any witness or the agents for any party to the proceeding
- (i) Order of Procedure. There shall be an opening statement by Watermaster staff, summarizing the subject matter and purpose of the hearing and the procedures to

be followed. The designated hearing officer will then ask all persons wishing to participate in the hearing to identify themselves. Staff shall present any written reports, or summary of any findings resulting from an investigation of the Application or the Complaint. The Applicant or the Complainant shall then proceed in the case in chief, followed by the Contestant(s) or the Respondents. The Applicant and the Complainant will then be afforded an opportunity to present any responsive evidence. The hearing officer may allow further response as the interests of justice may require. Questions from the hearing officer or Watermaster staff shall be appropriate at any time.

- (j) Opening Statements and Closing Briefs. Prior to presenting their case, any party to the proceeding may file a written opening statement, or may make an oral opening statement, the length of which may be prescribed by the hearing officer. At the close of the hearing, if the hearing officer deems it advisable, time will be allowed for the filing of written briefs.
- (k) Record. The record of the hearing shall consist of all documents submitted for consideration as well as all testimony presented. Tape recordings of all testimony shall be made. Any party, at that party's sole expense, may have a court reporter present at the hearing.
- (l) Completion of Record. The Hearing Officer may request assistance from Watermaster staff and general counsel in completing the record, proposed findings and recommendations. The Hearing Officer shall transmit his or her proposed findings to the Advisory Committee within thirty days of the close of the hearing. The proposed findings of the hearing officer shall be based upon substantial evidence in the record.

10.25 Watermaster Determinations.

- (a) Watermaster shall consider and may approve, deny, or condition any contested Application. Prior to rendering a determination on a contested Application or a Complaint, both the Advisory Committee or the Board may also each remand the matter for further findings by the hearing officer a maximum of one time each. The hearing officer shall conduct any additional hearings and complete its review and rehearing and transmit its subsequent report to the Advisory Committee within thirty days from the date of notice from Watermaster of the need for additional findings.
- (b) A contested Application or a Complaint shall be considered at the first regularly scheduled meeting of the Advisory Committee following the transmittal of the record, proposed findings of fact and recommendations by the hearing officer and no later than 30 days from the date of the hearing. The Advisory Committee shall consider the Application, the staff summary and analysis and staff report, any rebuttable presumption, the Contest, Answer, the record, proposed findings of fact and any recommendations of the hearing officer. The Advisory Committee may amend, modify, accept or reject the report of the hearing officer, or it may direct

the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument.

- (i) The findings and decision adopted by the Advisory Committee shall be supported by citations to substantial evidence in the record.
 - (ii) If the Advisory Committee fails to base its decision on substantial evidence in the record or fails to consider the proposed findings of fact developed by the Hearing Officer, subject to the right of the Advisory Committee to remand for further findings, any Advisory Committee mandate shall not be binding on the Watermaster Board. This provision shall not be considered in construing the power of the Watermaster Board or the Advisory Committee that may exist under the Judgment.
- (c) Following consideration by the Advisory Committee, the matter shall be transmitted to the Board for consideration within the next thirty (30) days. The Board shall also consider the Application, the staff summary, analysis and staff report, any rebuttable presumption that may be applicable, the Contest, the Answer, the record, the proposed findings of fact and recommendations of the hearing officer, as well as the Advisory Committee action consistent with the Judgment. The Watermaster Board may amend, modify, accept or reject the report of the hearing officer, or it may direct the hearing officer to conduct a re-hearing to receive additional evidence, direct the filing of additional briefs or request oral argument. If the Board directs the hearing officer to conduct a re-hearing, then the proposed findings of fact and any recommendations shall be transmitted to the Advisory Committee for re-consideration prior to transmittal to the Board.
- (d) Watermaster Action. In acting upon a Complaint, or by approving, denying or conditioning in whole or in part any Application under this Article, the determinations made by the Watermaster Advisory Committee and Board shall be based upon substantial evidence in the record developed by the hearing officer and then before the Advisory Committee and Board. In making such determinations, the Advisory Committee and Board shall act in a manner consistent with the Judgment, the Peace Agreement and these Rules and Regulations. Each shall support its determinations by written findings. Each shall consider all relevant evidence presented and give due consideration to the policies and purposes set forth in the Judgment as well as Article X, section 2 of the Peace Agreement and the OBMP Implementation Plan.
- (e) No Restriction on Rights to Judicial Review Following Determination by Watermaster. Nothing herein shall be construed as imposing any limitation on any party's rights to seek judicial review of a Watermaster decision under this Article pursuant to paragraph 31 of the Judgment once Watermaster has rendered a decision on the respective Application or, in the case of a Complaint, to seek judicial review of a Watermaster decision where a party to the Judgment has elected to pursue Watermaster review of an action under this Article.

- (f) Emergency Review. In the event of a sudden, unforeseen and unexpected emergency impacting the health, safety and welfare of a party to the Judgment or the Basin, the party to the Judgment may seek immediate judicial review in accordance with the provisions of the Judgment and the Local Rules.
- (g) Undue Delay. Absent a Watermaster determination that extraordinary circumstances exist, Watermaster shall render its final decision on any Application filed under this Article within 180 days from the date the Application is deemed complete by Watermaster Staff. In the event Watermaster fails to offer a satisfactory response to repeated requests by a party to the Judgment to approve, deny or condition an Application or to rule on a Complaint, a party to the Judgment may request judicial review of the matter prior to the final Watermaster action.
- (h) Effective Date of Watermaster Action.
 - (i) For purposes of judicial review, any action determination or rule of Watermaster shall be the date on which the decision is filed.
 - (ii) For the purposes of determining the date on which an approved Application pursuant to Article X shall be considered effective, the approval shall relate back to date the completed Application is filed.

10.26 Application, Contests, Complaints Fees and Expenses.

- (a) Each party to the proceeding shall bear its own costs and expenses associated with the proceeding.
- (b) Watermaster's summary and analysis and participation in any hearing under this Article X shall be considered a general Watermaster administrative expense.
- (c) Upon request by the Agricultural Pool, Non-Agricultural Pool, or Appropriative Pool, the parties shall renegotiate this section 10.26. This renegotiation shall consider, but shall not be limited to, the adoption of a Court-approved resolution to address potential costs, fees and procedures incurred by parties to the Judgment and Watermaster in resolving frivolous and repetitiously unsuccessful similar contests.
- (d) Nothing herein shall be construed as precluding the right or claim by any party to the Judgment to request a reviewing Court under paragraph 31 of the Judgment to award litigation fees and costs to the extent such fees and costs may be available under general law.



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: April 24, 2025
TO: Board Members
SUBJECT: Selection Process of Consultant for Peer Review of the Chino Valley Model Results for the 2025 Safe Yield Reevaluation Analysis (Business Item II.B.)

Issue: To consider the procurement options for conducting a Peer Review of the 2025 Safe Yield Reevaluation analysis as requested by the Watermaster Board. [Within WM Duties and Powers]

Recommendation: To support the Advisory Committee's unanimous recommendation for using Option 1 ("Select" List of Bidders) as the selection process for an independent peer review consultant on the 2025 Safe Yield Reevaluation technical analysis.

Financial Impact: The financial impact has yet to be determined until proposal bids are received and one is selected for recommendation to the Watermaster Board.

ACTIONS:

Advisory Committee – April 17, 2025 [Final]: Recommended by 100 volume votes in favor of Option 1
Watermaster Board – April 24, 2025 [Recommended]: Support Advisory Committee's recommendation of Option 1

BACKGROUND

The parties received information in the March, 2025 Safe Yield Workshop which identified a significant decline (approximately 14,000 acre feet) between the estimated amount of Deep Infiltration of Precipitation and Applied Water (DIPAW) from the 2020 Safe Yield analysis compared the current estimate for the same 10-yr period (Fiscal Year 2020-2030).

Because DIPAW represents approximately 40% of all basin inflows annually and a significant decline in DIPAW could negatively affect the Safe Yield by the same order of magnitude, the Watermaster Board, by consensus at the 3/27 meeting, expressed an interest in obtaining an “independent” evaluation of the hydrologic model work being done for the 2025 Safe Yield Reevaluation.

The General Manager raised this issue to the Pools this month during the General Manager’s Report to share three options for a procurement process to address the Board’s concerns. The feedback from the Pools is also critically important to ensure there is wide support for the process and work to be performed.

A peer review engagement has been conducted in the past to review the Chino Valley Model (CVM) results during the period of time of the Peace II Agreement process, 2020 Safe Yield Redetermination, and to review the change, in 2022, of the Safe Yield methodology. Watermaster is authorized to conduct these studies and engagements under Section 27 of the Restated Judgment. The required Advisory Committee concurrence required under Section 27 was granted at the meeting of April 17, 2025.

DISCUSSION

The options presented for discussion are a culmination of feedback from individual parties, the Board Executive Officers, Watermaster team as well as my own perspectives on how to implement a process to meet the Board’s intention(s).

Proposed options include:

1. Solicit firms from a “select” List of Bidders to provide a quote from a uniform Scope of Work.
 - a. Establish Scope of Work
 - b. Solicit “select” List of Bidders - maximum of five (5) firms
 - c. Contact firms to determine interest, availability, and ability to meet the timelines.
 - d. Schedule Pre-bid conference meetings/calls
 - e. Receive proposals
 - f. Rate firms based on the following matrix
 - i. 20% Experience
 - ii. 45% Approach
 - iii. 35% Price
 - g. Watermaster contract approval process (May at the earliest)
 - i. Pools/Advisory/Board
2. Develop a Request for Proposal (RFP) following a public agency procurement process for Professional Services Agreements
 - a. Establish Scope of Work
 - b. Create RFP and publish according to industry standard practices
 - c. Schedule Pre-bid conference meetings/calls
 - d. Respond to Request for Information relating to requested bid items
 - e. Receive Proposals
 - f. Score proposals
 - g. Watermaster contract approval process (August at the earliest)
 - i. Pools/Advisory/Board

3. Request approval from the Appropriate Pool, State of California, and Overlying Agricultural Pool to employ their respective experts
 - a. Establish Scope of Work
 - b. Obtain bid for pricing
 - c. If pricing greater than General Manager authorization limit, Watermaster approval process required (May at the earliest)
 - d. Preliminary work could begin prior to approval since already under contract

The purpose of the proposed peer review is to render an independent opinion to the Watermaster Board on the results of the updated 2025 CVM calculations for Net Recharge. The review will also evaluate whether the CVM can be reliably used as a predictive model required under the 2022 Safe Yield Methodology approved by the Court. The firm may evaluate the following:

1. Evaluate Watermaster' implementation of the 2022 Safe Yield Methodology to ensure compliance with the Court order.
2. Confirm the total storage capacity of the Chino Basin.
3. Review assumptions that could have a material impact on the calculation of Net Recharge.
4. Review specific calculations for Deep Infiltration of Precipitation and Applied Water (DIPAW), Prado Basin ET (rising groundwater), Streambed infiltration, basin boundary inflows/outflows, Changes in Storage, and movement of water through the vadose zone.
5. Other model elements recommended by the selected firm.

The selected firm will prepare a report of findings and presentation to the Watermaster Board. Services will also include review of the Safe Yield related Technical Memorandums prepared by West Yost and meeting attendance as needed.

The Advisory Committee, on April 17, 2025, unanimously (by 100 volume votes in favor) moved a motion to support Option 1 for using the "select" List of Bidders" as the process for selection of an independent firm to provide peer review of the technical analysis completed for the 2025 Safe Yield Reevaluation.

It is likely that once the independent firm is selected to complete the peer review work (May 2025 at the earliest), the court required date to complete the technical review for the Safe Yield evaluation and final report, which is due on June 30, 2025, will be delayed. Watermaster staff and counsel will evaluate and may need to move the court for an extension to complete the evaluation as needed.



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
909.484.3888 www.cbwm.org

STAFF REPORT

DATE: April 24, 2025
TO: Board Members
SUBJECT: Revised SGMA Reporting for Water Year 2024 (Business Item II.C)

Issue: Pursuant to the SGMA, Water Code Section 10720.8(f), the Chino Basin Watermaster is required to submit specific data, information, and reports to the Department of Water Resources (DWR) by April 1, 2025. After the March, 2025 Board meeting Watermaster made a revision to the report and is requesting the Board to ratify the change. [WM Duties and Powers].

Recommendation: Ratify the revised SGMA Report for Water year 2024.

Financial Impact: None

ACTIONS:

Appropriative Pool – March 13, 2025 [Final]: Provided advice and assistance.
Non-Agricultural Pool – March 13, 2025 [Final]: Provided advice and assistance.
Agricultural Pool – March 13, 2025 [Final]: Provided advice and assistance.
Advisory Committee – March 20, 2025 [Final]: Provided advice and assistance.
Watermaster Board – March 27, 2025 [Final]: Approved and direct staff to file the information/reports with the DWR.
Watermaster Board – April 24, 2025 [Recommended]: Ratify the revised SGMA Report.

BACKGROUND

California Water Code Section 10720.8(a) identifies 26 adjudicated areas, including the Chino Basin, which are exempt from the requirements of the SGMA except for the reporting requirements listed in Water Code Section 10720.8(f). A Watermaster or local agency within an adjudicated area listed under Water Code 10720.8(a) is required to report the following:

- (1) *By April 1, 2016, submit to the department a copy of a governing final judgment, or other judicial order or decree, and amendments entered before April 1, 2016.*
- (2) *Within 90 days of entry by court, submit to the department a copy of any amendment made and entered by the court to the governing final judgment or other judicial order or decree on or after April 1, 2016.*
- (3) *By April 1, 2016, and annually thereafter, submit to the department a report containing the following information to the extent available for the portion of the basin subject to the adjudication:*
 - (A) *Groundwater elevation data unless otherwise submitted pursuant to Section 10932.*
 - (B) *Annual aggregated data identifying groundwater extraction for the preceding water year.*
 - (C) *Surface water supply used for or available for use for groundwater recharge or in-lieu use*
 - (D) *Total water use*
 - (E) *Change in groundwater storage*
 - (F) *The annual report submitted to the court.*

DISCUSSION

Pursuant to Water Code 10720.8(f), the Chino Basin Watermaster submitted items (1), (2), and (3) listed above by April 1, 2016. Item (3) information was submitted for water years 2015 through 2023. The submittal of water year 2024 information by April 1, 2025, is the tenth such submittal by the Chino Basin Watermaster to the DWR for Water Code 10720.8(a) item (3).

The DWR has implemented an online submission system, which is accessible with secure login credentials, to facilitate the transmittal of all the required data and reports for adjudicated basins pursuant to the SGMA. The online system, called the Adjudicated Basin Annual Reporting System, consists of a specialized reporting template to populate all the required information and to upload supporting documents and reports. The attached Memorandum, prepared by West Yost, explicitly describes the information and reports that will be submitted by the Chino Basin Watermaster to the DWR's Adjudicated Basin Annual Reporting System by April 1, 2025.

At the March 13, 2025 Pool Committee meetings the three Pools unanimously recommended to the Advisory Committee to recommend Board approval and filing with the DWR. At the March 20, 2025 meeting, the Advisory Committee unanimously recommended Board approval.

The Board approved the item at their March 27, 2025 meeting and directed Watermaster Staff to file with DWR. The following volume of the annual change in storage calculation submitted to the DWR for the water year 2024 annual report was updated in late March. Updates and improvements to the groundwater flow model, used to estimate the annual change in groundwater storage, led to this revision. As a result, the estimated annual change in groundwater storage was revised from +49,953 af to +57,830 af. The final submitted report can be found in this [link](#).

ATTACHMENTS

1. Revised Memorandum: Chino Basin Watermaster Submittal Of The Water Year 2024 Reporting Requirements For Adjudicated Basins Pursuant To The Sustainable Groundwater Management Act.



23692 Birtcher Drive
Lake Forest CA 92630

949.420.3030 phone
530.756.5991 fax
westyost.com

TECHNICAL MEMORANDUM

DATE: April 1, 2025 Project No.: 941-80-24-07
SENT VIA: EMAIL

TO: Chino Basin Watermaster

FROM: Chino Basin Watermaster Engineer

SUBJECT: Chino Basin Watermaster submittal of the water year 2024 reporting requirements for adjudicated basins pursuant to the Sustainable Groundwater Management Act

Pursuant to the Sustainable Groundwater Management Act (SGMA) requirements for adjudicated basins, as described in California Water Code (CWC) Section 10720.8(f), the Chino Basin Watermaster (Watermaster) is preparing to submit information pursuant to the annual reporting requirements for Chino Basin for water year 2024 (October 1, 2023 to September 30, 2024) to the California Department of Water Resources (DWR). The SGMA requires that the following six categories of data be submitted to the DWR by April 1 of each year: (A) groundwater elevation data, unless otherwise submitted pursuant to Section 10932¹; (B) annual aggregated data identifying total groundwater extractions for the preceding water year; (C) surface water supply used, or available for use, for groundwater recharge or in-lieu use; (D) total water use; (E) change in groundwater storage; and (F) the Watermaster's annual report submitted to the Court.

The annual reporting data are submitted to the DWR using its Adjudicated Basins Annual Reporting System—a password-secured, online submission system accessible at [Link](#). The DWR Adjudicated Basins Annual Reporting System facilitates the submission of all reporting requirements for adjudicated basins and consists of a standardized reporting template to enter all the required information pursuant to the SGMA legislation, including the ability to upload supporting documents and reports. The standardized reporting template includes sections to upload specific required information for reporting under the SGMA legislation, as well as sections for including optional information.

¹ CWC Section 10932 requires reporting of groundwater levels for the California State Groundwater Elevation Monitoring (CASGEM) Program.

This memorandum describes the information that will be submitted to the DWR using the Adjudicated Basins Annual Reporting System on behalf of the Watermaster to satisfy the water year 2024 reporting requirements for the Chino Basin. If the information and/or reports proposed for submittal to the DWR are not required, it is specified in this memorandum.

WATER DATA FOR WATER YEAR 2024

The following Chino Basin water year 2024 data and digital documents will be submitted. The DWR Adjudicated Basins Annual Reporting System language is in ***bold italics*** and the information for submittal is shown in regular text. All volume data are reported in acre-feet (AF).

(A) Groundwater elevation data unless otherwise submitted pursuant to Section 10932.

Is water level data submitted to the CASGEM Program? Yes

Does the watermaster collect or receive additional groundwater levels? Yes

Does the watermaster measure groundwater levels? Yes

(B) Annual aggregated data identifying groundwater extraction for the preceding water year

Total Groundwater Extraction (AF): 121,162

Groundwater extraction by water use sector (if available):

The submittal of this information is optional; the following information will be submitted:

<i>Sector</i>	<i>Volume (AF)</i>	<i>Explanation</i>
<i>Urban</i>	108,454	Appropriative Pool (Pool 3)
<i>Agricultural</i>	10,372	Agricultural Pool (Pool 1)
<i>Other Sector</i>	2,336	Non-Agricultural Pool (Pool 2)

(C) Surface water supply used for or available for use for groundwater recharge or in-lieu use.

Surface Water Supply (AF): 169,567

Method used to determine:

The submittal of this information on the method is optional but recommended by the DWR. The following information on the method will be submitted with the surface water supply volumes to provide clarity on the source and compilation of these volumes:

The value reported represents total surface water used for direct consumption and for groundwater recharge. Imported water and recycled water deliveries to recharge basins are metered and recorded daily. Storm water and urban runoff recharge volumes are measured by stage sensors in the recharge basins. Imported water, recycled water, and local surface water amounts used for direct consumption are provided by the individual parties in the Chino Basin. For parties that have service areas not entirely within the Chino Basin adjudicated boundary, the proportion of the surface water supply used for consumption inside the Chino Basin adjudicated boundary is not quantified. The portion of the reported volumes that were used for recharge, were recharged entirely within the Chino Basin adjudicated boundary.

Water available for recharge or in-lieu use by source type (if available):

The submittal of this information is optional; the following information will be submitted:

<i>Sector</i>	<i>Volume (AF)</i>	<i>Explanation</i>
<i>Local Surface Deliveries</i>	54,234	This includes 13,480 AF of storm water and urban runoff for groundwater recharge, and 40,754 AF of native surface water for direct consumption.
<i>State Water Project Deliveries</i>	83,903	This includes 34,708 AF for groundwater recharge, and 49,195 AF for direct consumption.
<i>Recycled Water</i>	31,430	This includes 12,976 AF for groundwater recharge, and 18,454 AF for non-potable reuse.

(D) Total Water Use (report water use in the basin as data is available and/or as reported in the annual report)

Total Water Use (AF): 341,465

Method used to determine:

The submittal of this information is optional; the following information on the method will be submitted to provide clarity on the source and compilation of these total water use volumes:

Total water use data includes water used for direct consumption and for groundwater recharge. Data were obtained from Watermaster records, and/or collected from the parties in the Chino Basin. The total water use represents the sum of total water use by parties to the Chino Basin Judgment. Many of the Chino Basin appropriative pool parties have service areas that extend outside the Chino Basin adjudicated boundary. The proportion of the total water use for direct

consumption that is used inside the Chino Basin adjudicated boundary is not quantified by Watermaster.

Total water use is reported using the pre-defined categories by the DWR under the **Water use met by source type** below, and is apportioned as follows: **Groundwater** is groundwater produced from the Chino Basin and other basins for direct use; **Surface water** is imported State Water Project water and native surface water used for direct use; **Recycled or reused water** is recycled water used for direct use; and **Other** is water used for groundwater recharge which includes storm water and urban runoff, imported State Water Project water, and recycled water.

Water Use met by source type:

The submittal of this information is optional; the following information will be submitted:

Type	Volume (AF)
Groundwater	171,897
Surface water	89,949
Recycled or reused water	18,454
Other	61,165

(E) Annual change in groundwater storage

The following volume of the annual change in storage calculation submitted to the DWR for the water year 2024 annual report was updated in late March. Updates and improvements to the groundwater flow model, used to estimate the annual change in groundwater storage, led to this revision. As a result, the estimated annual change in groundwater storage was revised from +49,953 af to +57,830 af.

Change in storage (AF): + 57,830

Method used to determine:

The submittal of this information is optional but recommended by the DWR. The following information will be submitted:

The change in storage over the period of October 1, 2023 through September 30, 2024 was estimated using the Chino Basin groundwater model.

Time period for change: Start date: 10/1/2023 **End date:** 9/30/2024

(F) The annual report submitted to the court

Start date: 7/1/2023 **End date:** 6/30/2024

Please submit an electronic (PDF preferred) copy of your annual report:

Watermaster published the Annual Report for fiscal year 2023/24 since the last SGMA annual reporting requirements for the Chino Basin were submitted on April 1, 2024. The Chino Basin Watermaster 47th Annual Report for fiscal year 2023/24 is submitted herein and covers the period of July 2023 through June 2024.

Please submit additional reports or documents:

The submittal of this information is optional. This memorandum will be submitted along with the data and information described above. Additional Chino Basin Watermaster engineering and legal reports are available for public download on Watermaster’s website at www.cbwm.org.

CHINO AIRPORT AND SOUTH ARCHIBALD PLUMES SEMI- ANNUAL STATUS REPORTS (INFORMATION ITEM IV.A.)

Semi-Annual Plume Status Report

Chino Airport Plumes April 2025

CONTAMINANTS

San Bernardino County Department of Airports (County) identifies four primary volatile organic compound (VOC) contaminants associated with the Chino Airport groundwater plumes: trichloroethene (TCE), 1,2,3-trichloropropane (1,2,3-TCP), cis-1,2-dichloroethene (cis-1,2-DCE), and 1,2-dichloroethane (1,2-DCA) with TCE and 1,2,3-TCP being the most frequently detected contaminants at the highest concentrations. For each of the four primary contaminants, the table below lists the California maximum contaminant level (MCL) and the maximum concentrations detected in groundwater samples from wells within the plumes over the last five years.

Contaminant	MCL, micrograms per liter (µg/l)	Max Concentration, µg/l	Sample Date	Well
TCE	5	860	April 2023	CAMW30
1,2,3-TCP	0.005	39	November 2024	CAMW75
cis-1,2-DCE	6	1,300	November 2024	CAMW73
1,2- DCA	0.5	6.2	November 2024	CAMW75

Secondary contaminants of concern include 1,1-dichloroethene (1,1-DCE), carbon tetrachloride, 1,4-dioxane, tert-butyl alcohol (TBA), and 1,4-dichlorobenzene.

LOCATION

The Chino Airport is located in the southwestern portion of the Chino Basin within the City of Chino. Exhibit 1 shows the spatial extent of the TCE and 1,2,3-TCP plumes in groundwater, as delineated by both the Chino Basin Watermaster (Watermaster) for the *2022 State of the Basin Report* and the County for their *Semiannual Groundwater Monitoring Report – Winter and Spring 2024*.^{1,2} The delineations prepared

¹ West Yost. (2023). *Optimum Basin Management Program – 2022 State of the Basin Report*. Prepared for the Chino Basin Watermaster. June 2023.

² Tetra Tech. (2025). *Semiannual Groundwater Monitoring Report-Winter and Spring 2024*. Prepared for San Bernardino County Department of Airports. January 2025.

by Watermaster show the spatial extent of the plumes with detectable concentrations of TCE and 1,2,3-TCP based on the five-year maximum concentrations measured over the period of July 2017 to June 2022. The delineations by the County show the area where TCE concentrations are greater than or equal to the MCL of 5 micrograms per liter (µg/l), and where 1,2,3-TCP concentrations are greater than or equal to the MCL of 0.005 µg/l, based on concentrations measured during the 2024 winter and spring sampling events and data provided by Chino Basin Desalter Authority (CDA) for the desalter wells within the plumes.

The County characterizes West and East plumes, originating from two different main source areas at the Chino Airport. TCE and 1,2,3-TCP concentrations are higher within the West plumes than the East plumes, and the extent of the West plumes are also longer. The West and East TCE plumes have been interpreted as comingling within the airport boundaries since 2017. The West and East 1,2,3-TCP plumes were shown to be comingled within the airport property for the first time in 2021.

TCE and 1,2,3-TCP Plumes

The extent of the West TCE Plume with detectable TCE concentrations greater than 0.5 µg/l is about 2.5 miles long. The plume extends south-southwest approximately two miles from the source area to just north of Pine Avenue and then turns southeast extending another 0.6 miles in this direction terminating south of Pine Avenue. The change in direction of the plume in this area may be associated with the location of the Central Avenue Fault that forms a local groundwater barrier and historical pumping at irrigation wells. The source of the smaller East TCE Plume is approximately 1,500 feet northeast of the source of the West TCE Plume. The East TCE Plume comingles with the West TCE Plume on the airport property and extends southeast from the source area about 0.8 miles towards CDA well I-20. The known lateral extent of TCE at concentrations above the MCL covers an area of approximately 778 acres.

The extent of the West 1,2,3-TCP Plume with detectable 1,2,3-TCP concentrations greater than 0.005 µg/l follows the same general path as the West TCE Plume and extends about 2.9 miles southwest past Pine Avenue, turning southeast for approximately 0.6 miles just east of Euclid Avenue. The smaller East 1,2,3-TCP Plume is approximately 0.7 miles lengthwise trending south and comingles with the West 1,2,3-TCP Plume on airport property. The known lateral extent of 1,2,3-TCP in groundwater above the MCL currently covers an area of approximately 1,692 acres.

Over time, the vertical and lateral extents of the plumes have changed in response to groundwater production at nearby wells and other hydrological factors. Since monitoring began, groundwater production at CDA wells I-1, I-2, and I-3 has increased the vertical thickness of the West Plumes by more than 100 feet, and the pumping from the Chino II desalter wells east of the Airport and CDA wells I-20 and I-21 has drawn the East plumes laterally in a southeast direction. Additionally, detections of 1,2,3-TCP in 2022 indicated that the low concentration portion of the 1,2,3-TCP plume south of Pine Avenue may exist further to the south, compared to earlier interpretation.

REGULATORY ORDERS

- Cleanup and Abatement Order (CAO) No. 90-134 for the County of San Bernardino Department of Airports, Chino Airport—Issued to the County to address the groundwater contamination originating from the Chino Airport.
- CAO No. R8-2008-0064 for the San Bernardino County Department of Airports, Chino Airport—Required the County to define the lateral and vertical extent of the plume offsite from the Chino Airport and prepare a remedial action plan (RAP).

- CAO No. R8-2017-0011 for the San Bernardino County Department of Airports, Chino Airport—Required the County to respond to Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) comments on the draft Feasibility Study and submit a final Feasibility Study. Additionally, it required the County to submit a final RAP within 60 days of the Santa Ana Water Board approval of the Final Feasibility Study and implement the RAP.

REGULATORY AND MONITORING HISTORY

In 1990, the Santa Ana Water Board issued CAO No. 90-134 to address groundwater contamination originating from the Chino Airport. From 1991 to 1992, ten inactive underground storage tanks and 310 containers of hazardous waste were removed, and 81 soil borings were drilled and sampled on the Chino Airport property. From 2003 to 2005, nine onsite monitoring wells were installed and used to collect groundwater quality samples. In 2007, the County conducted its first offsite groundwater characterization effort, which included 22 cone penetrometer tests (CPT) and direct push borings from which water quality samples were collected. In 2008, the Santa Ana Water Board issued CAO No. R8-2008-0064, requiring the County to define the lateral and vertical extent of the plume offsite and to prepare a RAP. From 2009 to 2012, 33 offsite monitoring wells were installed at 15 locations to characterize the extent of the contamination downgradient from the Chino Airport property. From 2013 to 2014, the County conducted an extensive investigation of 20 areas of concern identified for additional characterization of the soil and groundwater contamination associated with the Chino Airport. The investigative work included: piezocone-penetrometer tests, vertical-aquifer-profiling (VAP) borings with depth-discrete groundwater sampling, soil-gas probe sampling, high-resolution soil sampling and analysis, real-time data analysis, and three-dimensional contaminant distribution modeling. Following the completion of this investigative work, from September 2014 through February 2015, an additional 33 groundwater monitoring wells were installed in 17 locations on and adjacent to the Chino Airport property.

The County completed a draft feasibility study in August 2016 that identified remedial action objectives for groundwater contaminants originating from the Chino Airport and evaluated potential remediation alternatives for mitigation.³ On January 11, 2017, the Santa Ana Water Board issued CAO R8-2017-0011 to the County, which superseded CAO R8-2008-0064. The order required that the County: (1) submit a final feasibility study within 60 days of receiving the Santa Ana Water Board's comments on the draft feasibility study, (2) submit a final RAP within 60 days of the Santa Ana Water Board approval of the final feasibility study, (3) implement the RAP in accordance with a Santa Ana Water Board-approved schedule, and (4) prepare and submit technical reports and work plans as the Santa Ana Water Board deems necessary. The County submitted the final feasibility study on May 15, 2017.⁴ The feasibility study identified a groundwater pump-and-treat system as the preferred remedial action to provide hydraulic containment and cleanup of both the West and the East Plumes. The Santa Ana Water Board approved the final feasibility study on June 7, 2017, and requested that a RAP be prepared.

³ Tetra Tech. (2016). *Draft Feasibility Study Chino Airport San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. August 2016.

⁴ Tetra Tech. (2017). *Final Feasibility Study Chino Airport San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. May 2017.

On December 18, 2017, the County submitted a draft interim remedial action plan (IRAP).⁵ The IRAP was considered “interim” because the County is moving forward on an interim basis to initiate the remedial action as soon as possible, with the opportunity to evaluate and modify the remedy in the future. The draft IRAP identified a combination of institutional controls, monitored natural attenuation, and groundwater extraction and ex-situ treatment as the best remedial alternative. From April 2018 to January 2019 a CEQA analysis was completed for the proposed remedial strategy.⁶ During this time, the Santa Ana Water Board and County went through a series of comments and response to comments on the draft IRAP. Modifications were made to the draft IRAP and the Final IRAP was submitted to the Santa Ana Water Board on May 18, 2020.⁷ The Final IRAP was approved by the Santa Ana Water Board on November 4, 2020.

In April and May 2020, the County installed a cluster of three downgradient wells to monitor the increasing concentrations of TCE in wells located along the southeastern plume boundary. While the County was reviewing and finalizing the IRAP, they were simultaneously working on a Human Health and Screening Ecological Risk Assessment (HHERA) to support to the IRAP by identifying remedial actions to protect human health and the environment.⁸ A draft of the HHERA was submitted to the Santa Ana Water Board for review in August 2018. The Santa Ana Water Board and the Office of Environmental Health Hazard Assessment reviewed the report and identified several data gaps. The Santa Ana Water Board requested that the County produce a work plan to address these data gaps, including additional shallow soil and soil gas sampling to evaluate the potential presence of VOCs and other contaminants. In July 2021, the Santa Ana Water Board approved the HHERA Data Gap Workplan and in September 2021, the results of the investigation were published in *The Supplemental Vapor Intrusion and Shallow Soil Investigation Report*.^{9,10} The report concluded that no further investigation of shallow soils or soil gas was needed in several of the areas investigated, two of the areas investigated may require land-use controls, and one area will require additional investigation. In March, 2023, the Santa Ana Water Board approved the *Work Plan for Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K* to perform vapor, soil, soil gas, and groundwater sampling at the additional locations identified.¹¹ In January 2024, the Santa Ana Water Board approved the *Final Work Plan Addendum for Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K* as a follow-on to the 2023 work plan.¹² In June 2024, the County submitted the

⁵ Tetra Tech. (2017). *Draft Interim Remedial Action Plan Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. December 2017.

⁶ Filing of the Notice of Determination for the Mitigated Negative Declaration was completed on January 29, 2019.

⁷ Tetra Tech. (2020). *Final Interim Remedial Action Plan Chino Airport San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. May 18, 2020.

⁸ Tetra Tech. (2018). *Human Health and Screening Ecological Risk Assessment Chino Airport San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. August 8, 2018.

⁹ Tetra Tech. (2021). *Final Work Plan for Supplemental Data Collection for Vapor Intrusion and Shallow Soil, Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. April 9, 2021.

¹⁰ Tetra Tech. (2021). *Supplemental Vapor Intrusion and Shallow Soil Investigation Report, Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. September 2021.

¹¹ Tetra Tech. (2023). *Work Plan for Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K, Chino Airport, San Bernardino County, California*. Prepared for the California Regional Water Quality Control Board, Santa Ana Region. January 3, 2023.

¹² Tetra Tech. (2024). *Final Work Plan Addendum for Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K, Chino Airport, San Bernardino County, California*. Prepared for the San Bernardino County Department of Airports. January 19, 2024.

preliminary results to the Santa Ana Water Board from the soil gas investigations performed pursuant to the work plan along with the preliminary plan for the next phase of work, including the construction of six new groundwater monitoring wells to monitor areas where high concentrations of contaminants of concern were detected in the vapor sampling. On July 19, 2024, the Santa Ana Water Board emailed the County to concur with these proposed additional locations for sampling groundwater at the Chino Airport.

REMEDIAL ACTION

As described in the IRAP, the remedial action for the TCE and 1,2,3-TCP plumes consist of a groundwater pump-and-treat system, institutional controls, and monitored natural attenuation. The groundwater pump-and-treat system includes a total of 22 wells located across ten extraction well sites (EW-1 through EW-10) both onsite and offsite, termed “County extraction wells.” Due to the depth of the plumes, each extraction well site will consist of up to three individual wells to focus extraction at different depths. Exhibit 1 shows the location of the ten existing and proposed wells sites for County extraction wells. Once fully operational, the County extraction wells are predicted to produce 1,700 gallons per minute (gpm) of groundwater, with individual wells ranging from 20-200 gpm each. The pump-and-treat system also includes existing CDA wells I-16, I-17, and I-18 to pump up to an additional 500 gpm of groundwater; and potentially CDA wells I-20 and I-21 if treatment is required in the future.

Extracted groundwater will be conveyed via a pipeline network to the main raw water influent line to the existing CDA Chino-I Desalter facility, where it will be treated for VOCs (including 1,2,3-TCP and TCE) at a new granular activated carbon (GAC) treatment system constructed at the CDA’s existing Chino-I Desalter facility (South GAC system). The South GAC system is designed to treat a maximum flow rate of 2,400 gpm from the County extraction wells and CDA wells I-16, I-17, I-18, with an initial operating flow rate of 2,325 gpm and may be expanded for CDA wells I-20 and I-21. Once treated at the South GAC system, water will be conveyed to the existing Chino-I Desalter that uses reverse osmosis and ion exchange to treat for total dissolved solids (TDS) and nitrates, both of which are regional contaminants and not associated with Chino Airport operations or plumes. Treated water will be discharged for use as potable municipal water supply. An additional treatment system, the North GAC Treatment System, was also constructed by the CDA to treat water from four CDA wells (I-I through I-4) that produce from the lower aquifer; however, this system is not associated with the County’s remedial action.

To assist in the design of the groundwater pump-and-treat system, the County installed two of the extraction well sites (EW-2 and EW-5) in 2018, along with twelve piezometers and eleven monitoring wells, and conducted aquifer pumping tests at these locations. The findings were submitted to the Santa Ana Water Board on June 19, 2019, and used by the County to refine the system design.¹³ On December 8, 2021, the County submitted the *Final Preliminary Well Design Report* for the pump-and-treat system for remediation of the plumes and began working on a remedial action work plan (RAWP) to provide a detailed description of the remediation and construction activities associated with the implementation of the remedial action, including the construction and installation of the extraction wells, pipelines for

¹³ Tetra Tech. (2019). *Well Installation, Well Destruction, and Aquifer Pumping Test Report, Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. June 19, 2019.

conveyance of extracted groundwater, and the groundwater treatment system.¹⁴ The 2022 RAWP was submitted to the Santa Ana Water Board on July 22, 2022 and approved in November 2024.¹⁵

The RAWP divides the construction of the pump-and-treat system into two phases: Phase 1 includes the construction of onsite extraction wells and conveyance piping, as well as five monitoring wells; and Phase 2 includes the construction of offsite extraction wells and conveyance piping. Phase 1 construction is almost completed which includes: five extraction wells at two well sites (EW-2 and EW-5) installed in 2018; five extraction wells at three well sites (EW-1, EW-3, and EW-4) installed in December 2023 along with their associated piezometers; and completion of the conveyance pipeline to connect the onsite wells to the South GAC System in July 2024. Well construction reports for all onsite extraction wells constructed in Phase 1 are available on GeoTracker. Phase 2 construction has not yet initiated. Because the 2022 RAWP only addresses Phase 1 construction, an addendum to the RAWP will be submitted for Phase 2 construction of the offsite extraction wells and the conveyance piping. This Phase 2 RAWP addendum is anticipated to be completed at the end of 2025.

The onsite County extraction wells constructed for Phase 1, along with the offsite County extraction wells to be constructed for Phase 2, will be operated, maintained, and monitored by CDA through a joint agreement between the County and CDA.

In April 2023, pumping began at CDA wells I-17 and I-18 and treatment of groundwater from these wells commenced at the South GAC System at Chino-I Desalter. Groundwater pumping and treatment has not yet commenced at the onsite County extraction wells, and it is anticipated that it will commence in the third quarter of 2025.

MONITORING AND REPORTING

The County conducts a groundwater monitoring program pursuant to CAO No. R8-2008-0064 to track the extent of the plume. Monitoring is performed per the 2023 *Sampling and Analysis Plan Update (SAP)*¹⁶ with the sampling frequency determined by well classification (i.e., background wells, horizontal or vertical extent wells, seasonal/increasing trend wells, and guard wells). Groundwater quality samples are collected quarterly, annually, or biennially at 96 site-related monitoring wells and four on-site agricultural wells to monitor the plume extents. Quarterly water-level monitoring is performed at the 96 site-related monitoring wells, ten extraction wells, fifteen onsite piezometers, and six riparian habitat area piezometers. All water quality data collected by the County are posted on the State Water Resources Control Board's GeoTracker website.¹⁷ Conclusions from the monitoring program can also be found in the semi-annual reports posted on GeoTracker. The most recent monitoring report, the *Semiannual*

¹⁴ Tetra Tech. (2021). *Final Preliminary Well Design Report, Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. December 8, 2021.

¹⁵ Tetra Tech. (2022). *Remedial Action Work Plan, Chino Airport, San Bernardino County, California*. Prepared for San Bernardino County Department of Airports. July 22, 2022.

¹⁶ Tetra Tech. (2023). *Sampling and Analysis Plan Update, Chino Airport, San Bernardino County, CA*. Prepared for San Bernardino County Department of Airports. May 5, 2023.

¹⁷ https://geotracker.waterboards.ca.gov/profile_report?global_id=SL208634049

Groundwater Monitoring Report-Winter and Spring 2024, was submitted to the Santa Ana Water Board on January 31, 2025.¹⁸

In June 2024, the County submitted a monitoring and reporting plan to the Santa Ana Water Board for the operation and performance monitoring of the Groundwater Extraction and Treatment System (GETS). Monitoring will be performed by both the County and CDA to evaluate the efficacy of the groundwater remediation program to permanently reduce concentrations of contaminants of concern in compliance with CAO R8-2017-0011. Monitoring of the GETS will be presented in quarterly Remedial Action Operation and Monitoring reports and the performance monitoring program will be reevaluated every five years and updated as needed. Because the Chino I Desalter facility is subject to the State Water Resources Control Board Division of Drinking Water (DDW) Process Memo 97-005 for groundwater that is considered an “extremely impaired source”, the monitoring and reporting plan also includes the sampling and analysis of raw groundwater from the extraction wells in accordance with permit requirements. Per these requirements, the County, in cooperation with CDA, has been performing baseline water quality monitoring since fall 2021 to characterize the raw groundwater quality for treatment at the Chino-I Desalter facility. This data is submitted to the DDW for compliance as well as to the Santa Ana Water Board.

Watermaster also collects groundwater quality samples from private wells in the plume area and at its HCMP-4 monitoring well, located at the southern end of the plumes. Watermaster uses data from the County, CDA, and its own sampling to perform an independent characterization of the areal extent and concentration of the TCE and 1,2,3-TCP plumes.

RECENT ACTIVITY

The County has continued quarterly groundwater monitoring events through the first quarter of 2025. The most recent groundwater monitoring report prepared by the County was submitted to the Regional Board on January 31, 2025, for the winter and spring 2024 sampling events¹⁹. Concentrations of TCE, 1,2,3-TCP, and other contaminants of concern sampled during the winter and spring sampling events were consistent with previous monitoring results. TCE was detected above the MCL in 28 percent of wells and 1,2,3-TCP was detected above the MCL in 17 percent of the wells. Cis-1,2-DCE, 1,2-DCA, carbon tetrachloride, and 1,2-Dichlorobenzene were also detected above their respective MCLs. Water levels continued to decrease more in the deeper wells than in the shallow wells, indicating that influence from active production wells may be affecting water level drawdown and vertical gradients. Additionally, the onsite southeastern plume migration continued in 2024 and the east TCE and 1,2,3-TCP plumes continued to show increasing trends.

In August 2024, the County installed six new monitoring wells (CAMW 71-76) on the Airport property where high concentrations of contaminants of concern were detected in vapor sampling during the *Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K*. Exhibit 1 shows the location of these new wells. Sampling at the new wells commenced during the Fall 2024 monitoring event during which CAMW73 had the highest cis-1,2-DCE concentration measured at a monitoring well in the last five years (from January 2020 to December 2024) and CAMW75 had the highest 1,2,3-TCP and 1,2-DCA

¹⁸ Tetra Tech. (2025). *Semiannual Groundwater Monitoring Report-Winter and Spring 2024*. Prepared for San Bernardino County Department of Airports. January 2025.

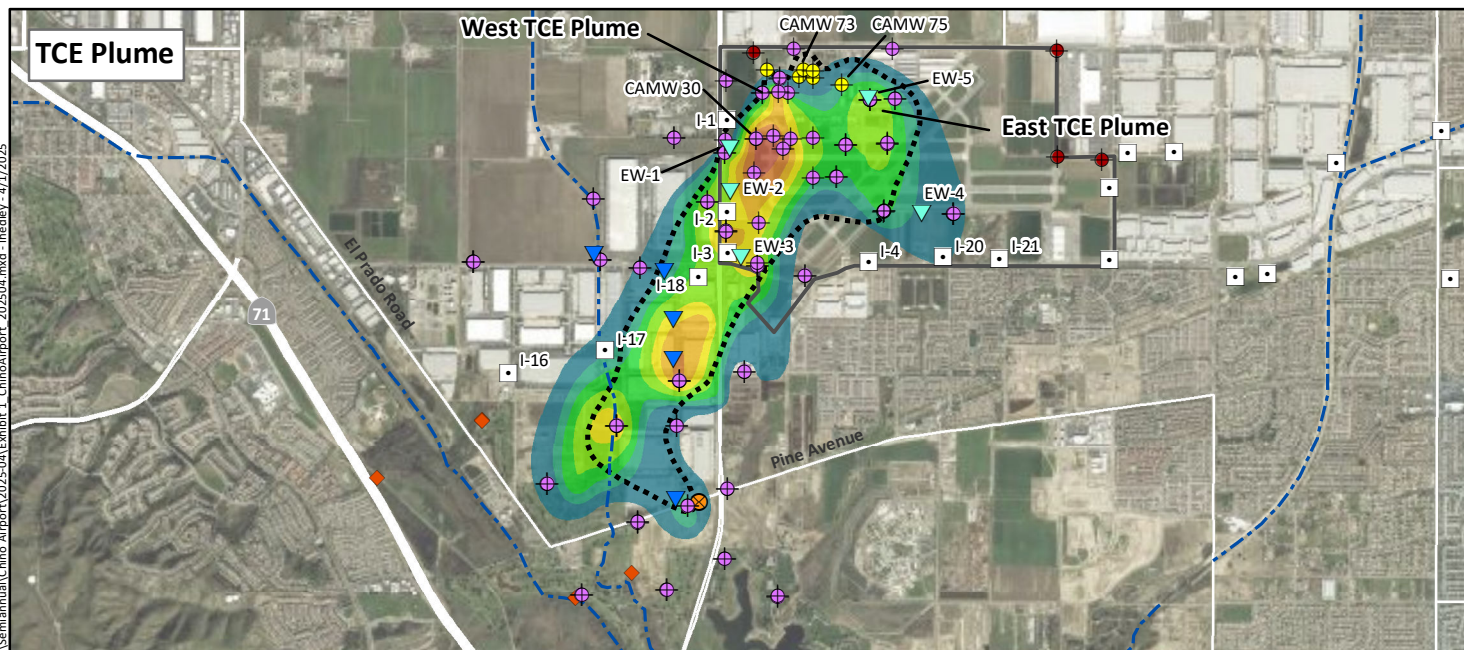
¹⁹ Tetra Tech. (2025). *Semiannual Groundwater Monitoring Report-Winter and Spring 2024*. Prepared for San Bernardino County Department of Airports. January 2025.

concentrations measured at a monitoring well in the last five years (from January 2020 to December 2024). These results show a newly identified potential source area beneath the northwestern portion of the airport property (Area of Concern HH). Further evaluation of these new wells will be completed after four quarters of monitoring have been completed and a report will be submitted to GeoTracker.

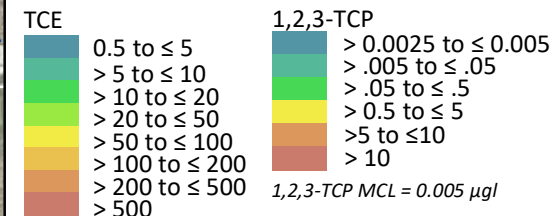
On January 15, 2025, the County provided the Santa Ana Water Board with results from the soil gas probe installations for the *Focused Supplemental Investigation at Areas of Concern EE, HH, and J/K*, along with a request to proceed with the next phase of the plan for vapor sampling at additional locations. On February 3, 2025, the Santa Ana Water Board emailed the County to concur with the proposed supplemental investigations. The contaminant distribution model will be updated with results and a report will be submitted to the Santa Ana Water Board upon completion of the investigation.

The County continues to work on the Phase 1 construction of the pump-and-treat system for the onsite portion of the system. The construction of the onsite extraction wells and raw water conveyance piping is complete. The remaining tasks include bringing electrical power to each well site by Southern California Edison, pressure testing and disinfection of the pipelines, installation of fiber optic cable and equipment, and final startup testing and sampling of each well site. Groundwater pumping and treatment has not yet commenced at the onsite County extraction wells, and it is anticipated that it will commence in the third quarter of 2025. The Phase 2 construction of the offsite County extraction wells is planned to commence in 2026.

WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE6 - Water Quality\GIS\Map\Plumes\Status Reports\Semianual\Chino Airport\2025-04\Exhibit 1 Chino Airport - 202504.mxd - I:\edley - 4/1/2025



Maximum Concentration ($\mu\text{g/L}$)
July 2017 - June 2022



MCL = $5 \mu\text{g/L}$

(Delineated by Watermaster in the 2022 SOB Report)

Approximate Extent of TCE ($>5 \mu\text{g/L}$) or
1,2,3-TCP ($>0.005 \mu\text{g/L}$) Plume

(Delineated by the County of San Bernardino for the
Winter/Spring 2024 Groundwater Monitoring Report)

County of San Bernardino Monitoring Well
(Some locations have multiple well casings at various depths)

Former Agricultural Well

Piezometer Near Prado Basin Riparian Habitat

HCMP Monitoring Well 4

Extraction Well Site

Location of Future Extraction Well Site

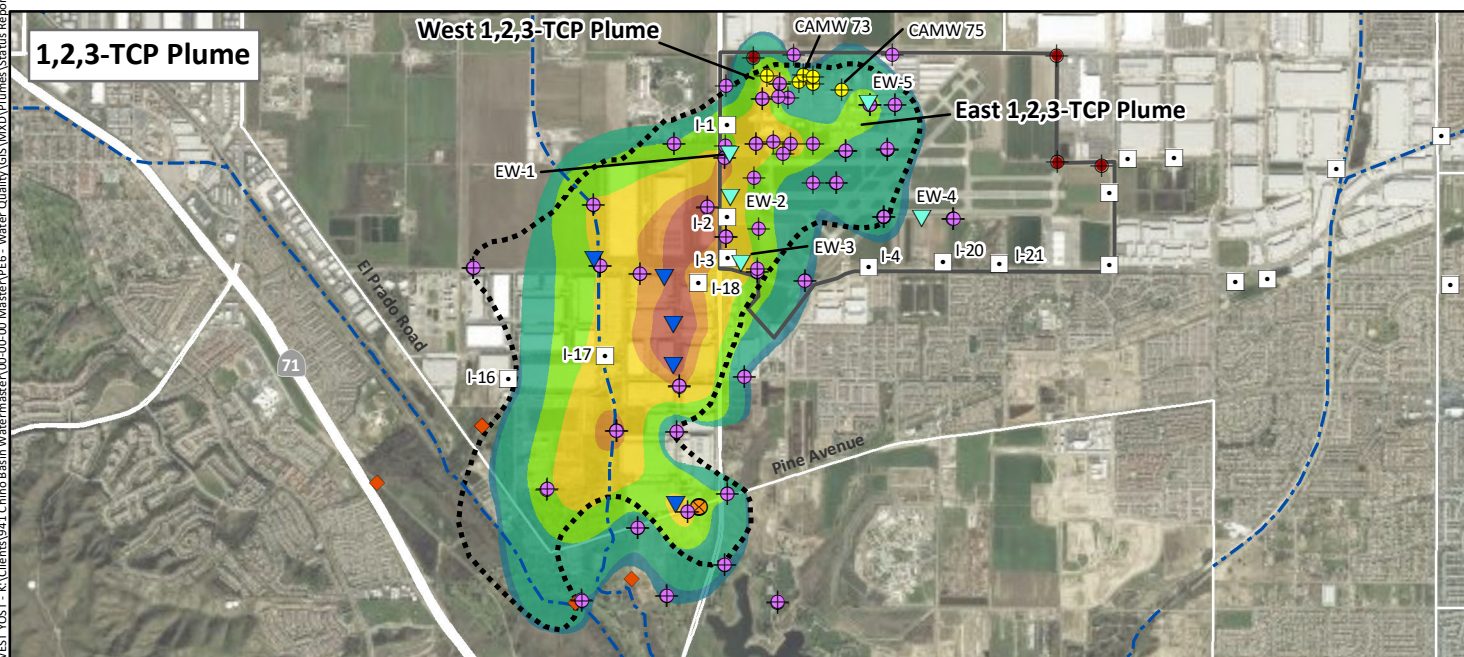
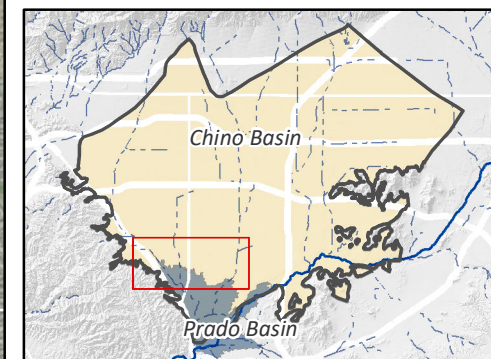
Monitoring Well Installed in Summer 2024

CDA Production Well

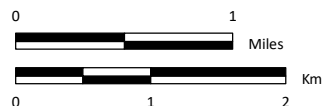
Wells are labeled by well name if mentioned in the report

Chino Airport Boundary

Streams & Flood Control Channels



Prepared by:



Prepared for:

Chino Basin Watermaster
Semi-Annual Plume Report



Semi-Annual Plume Status Report

South Archibald Plume April 2025

CONTAMINANTS

The primary contaminant is trichloroethene (TCE). The California maximum contaminant level (MCL) for TCE is 5 micrograms per liter (µg/l). The maximum TCE concentration detected in a groundwater sample collected from wells within the plume during the last five years (January 2020 to December 2024) is 74 µg/l.

LOCATION

The South Archibald TCE plume is located in the southern Chino Basin within the City of Ontario. Exhibit 1 shows the spatial extent of the plume with detectable TCE concentrations equal to or greater than 0.5 µg/l, as delineated by the Chino Basin Watermaster (Watermaster) for the 2022 *State of the Basin Report*.¹ This extent is based on the five-year maximum TCE concentration measured over the period of July 2017 to June 2022. The TCE plume is about 23,200 feet long, extending southward from State Route 60 to approximately Kimball Avenue, and is about 14,300 feet wide extending from Grove Avenue to Turner Avenue. Exhibit 1 also shows the approximate extent of the plume, and extent greater than 5 µg/l, delineated by the responsible parties during the most recent sampling event in 2024.

REGULATORY ORDERS

- Draft Cleanup and Abatement Orders (CAOs) — Six Draft CAOs were issued in 2005 to the following parties: Aerojet-General Corporation, The Boeing Company, Northrop Grumman Corporation, Lockheed Martin Corporation, General Electric Company, and United States Department of Defense.
- Draft CAO R8-2012-00XX for the City of Ontario, City of Upland, and Inland Empire Utilities Agency (IEUA), Former Ontario-Upland Sewage Treatment Plant (Regional Recycling Plant No. 1), City of Ontario, San Bernardino County — This CAO was issued jointly to the City of Ontario, City of Upland, and IEUA.
- Stipulated Settlement and CAO No. R8-2016-0016 for the City of Ontario, the City of Upland, the IEUA, Aerojet Rocketdyne, Inc.,² The Boeing Company, General Electric Company,

¹ West Yost. (2023). *Optimum Basin Management Program – 2022 State of the Basin Report*. Prepared for the Chino Basin Watermaster. June 2023.

² Formerly known as Aerojet-General Corporation.

Lockheed Martin Corporation and the United States of America, Former Ontario-Upland Sewage Treatment Plant (Regional Recycling Plant No. 1) City of Ontario— This was the final CAO issued to all parties previously issued draft CAOs in 2005 and 2012, excluding Northrop Grumman.

REGULATORY AND MONITORING HISTORY

In the mid-1980s, as part of its work associated with the Chino Basin Storage Program, the Metropolitan Water District of Southern California took water quality samples that indicated that TCE was present in private wells in the southern Chino Basin. The Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) confirmed this with subsequent rounds of sampling.

The Santa Ana Water Board issued Draft CAOs in 2005 for six different parties who were tenants on the Ontario Airport property. On a voluntary basis, four of the parties — Aerojet-General Corporation, The Boeing Company, General Electric Company, and Lockheed Martin Corporation, collectively the ABGL parties, worked together, along with the U.S. Department of Defense, to investigate the source of contamination. Part of the investigations included collecting water quality samples from private wells and taps at residences and the construction and sampling of four triple-nested monitoring wells (ABGL wells) in the northern portion of the plume. Alternative water systems were provided to private residences in the area where groundwater was contaminated with TCE above the MCL.

In 2008, Santa Ana Water Board staff conducted research pertaining to the likely source of TCE contamination. Based on their work, Santa Ana Water Board staff identified discharges of wastewater to the RP-1 treatment plant and associated disposal areas that potentially contained TCE, as the potential sources. The Santa Ana Water Board identified several industries, including some previously identified tenants of the Ontario Airport property, that likely used TCE solvents before and during the early 1970s, and discharged wastes to the Cities of Ontario and Upland sewage systems tributary to the RP-1 treatment plant and disposal areas. In 2012, the Santa Ana Water Board issued an additional Draft CAO jointly to the City of Ontario, City of Upland, and IEUA as the previous and current operators of the RP-1 treatment plant and disposal area (collectively the RP-1 parties).

Under the Santa Ana Water Board's oversight from 2007 through 2014, the ABGL parties and the RP-1 parties individually and jointly conducted sampling at private residential wells and taps approximately every two years in the region where groundwater was potentially contaminated with TCE. By 2014, all private wells and taps in the area of the plume had been sampled at least once as part of the monitoring program. The report documenting this data was published in November 2014.³ Both the ABGL and RP-1 parties provided potable water to residences in the area where well water contained TCE concentrations equal to or above 80 percent of the MCL for TCE (e.g., equal to or greater than 4.0 µg/l) by either water tank systems where potable water is delivered via truck or by bottled water service.

In July 2015, the RP-1 parties completed a draft feasibility study report for the South Archibald plume (Feasibility Study).⁴ The Feasibility Study established cleanup objectives for domestic water supply and plume remediation and evaluated alternatives to accomplish these objectives. In August 2015, the RP-1 parties

³ Erler & Kalinowski, Inc. (2014). *Supplemental Data Report Trichloroethene Plume Central Chino Basin*. Prepared for Aerojet Rocketdyne, Boeing, General Electric, and Lockheed Martin. November 19, 2014.

⁴ Dudek. (2015). *Draft Feasibility Study Report South Archibald Plume, Ontario, California*. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. July 2015.

prepared a Draft Remedial Action Plan (RAP) to present the preferred plume remediation and domestic water supply alternatives.⁵ A public review period followed, and two community meetings were held in September 2015 to educate the public about the plume, the Feasibility Study, and the RAP, and to solicit comments on these reports. In November 2015, the revised Draft Feasibility Study and RAP and responses to comments were completed to address input from the public, ABGL, and other parties.^{6,7}

In September 2016, the Santa Ana Water Board issued the Final Stipulated Settlement and CAO R8-2016-0016 (Stipulated CAO) collectively to the RP-1 parties and the ABGL parties (excluding Northrop Grumman). The Stipulated CAO was adopted by all parties in November 2016, thus approving the preferred plume remediation and domestic water supply alternatives identified in the RAP. The parties also reached a settlement agreement that aligned with the Stipulated CAO and authorized funding to initiate implementation of the plume remediation alternative.

In July 2021, the RP-1 parties collaborated with the Santa Ana Water Board and Watermaster to distribute a Community Fact Sheet to residences overlying the plume on the health and environmental impacts of the groundwater contaminants of TCE and other potential contaminants such as per- and polyfluoroalkyl substances (PFAS), their presence in the area of the plume, and sampling resources.⁸

REMEDIAL ACTION

Plume Remediation. The plume remediation alternative identified in the Feasibility Study, RAP, and Stipulated CAO involves the use of previously existing and newly constructed Chino Basin Desalter Authority (CDA) wells and treatment facilities. The RP-1 parties and the CDA reached a Joint Facility Development Agreement for implementation of a project designed to remediate the South Archibald plume by modifying the CDA facilities to treat TCE and other volatile organic compounds (VOCs), as well as using existing facilities (i.e. reverse osmosis membranes) to treat total dissolved solids (TDS) and nitrate. The project consisted of the construction and operation of three new CDA wells (II-10, II-11, and II-12), a dedicated pipeline to convey groundwater produced from these wells to the Chino-II Desalter treatment facility, and replacement of existing decarbonators at Chino-II Desalter with an air stripping system to remove TCE and other VOCs from the water treated through the reverse osmosis (RO) trains. A new pipeline was also constructed to allow existing CDA well I-11 to be pumped into the new dedicated pipeline to the Chino-II Desalter for treatment via the new air-stripping system. The construction of portions of the project were funded by Proposition 1 Grant Agreement No. D1712507 (Prop 1 Grant Agreement) and Title XVI grants from the United States Bureau of Reclamation. Construction of CDA wells II-10 and II-11 was completed in September 2015. The equipping of these wells was completed in 2018, and pumping initiated at wells II-11 and II-10 in July and September 2018, respectively. The construction of an onsite monitoring well near the proposed location of well II-12 was completed in 2019 (well II-MW-3) and the construction of well II-12 was completed in November 2020. The CDA completed the equipping

⁵ Dudek. (2015). *Draft Remedial Action Plan South Archibald Plume, Ontario, California*. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. August 2015.

⁶ Dudek. (2015). *Draft Feasibility Study Report South Archibald Plume, Ontario, California*. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. November 2015.

⁷ Dudek. (2015). *Draft Remedial Action Plan South Archibald Plume, Ontario, California*. Prepared for City of Ontario, City of Upland, and Inland Empire Utilities Agency. November 2015.

⁸ Santa Ana Water Board. (2021). Community Fact Sheet.

https://documents.geotracker.waterboards.ca.gov/regulators/deliverable_documents/9334058463/20210407_CommunityFactSheet_SouthArchibaldPrivateWells-Short_ADA_Final.pdf

of well II-12 in July 2021, and pumping began on August 24, 2021. In March 2024, the Prop 1 Grant Agreement was amended for the third time since 2020 to increase grant funds, extend the work completion date to January 31, 2026, and update the final disbursement request dates.⁹

Domestic Water Supply. The domestic water supply alternative identified in the Feasibility Study and RAP is a hybrid between the installation of tank systems for some residences where potable water is delivered from the City of Ontario and the installation of a pipeline to connect some residences to the City of Ontario potable water system. Pursuant to the Stipulated CAO, the Cities of Ontario and Upland have assumed the responsibility for implementing the domestic water supply alternative for private residences currently receiving bottled water due to TCE groundwater contamination. In February 2017, the Cities of Ontario and Upland submitted a *Domestic Water Supply Work Plan* to the Santa Ana Water Board (2017 Work Plan), outlining the approach to provide alternative water supplies to affected residences receiving bottled water.¹⁰ The Santa Ana Water Board approved the 2017 Work Plan on March 3, 2017.¹¹ At that time, 32 residences were using tank systems that were previously installed and 21 residences were receiving bottled water. The alternative water supply options included: 1) installation of a tank system; 2) connection to an existing City of Ontario water main; 3) connection to a future City of Ontario water main; or 4) remain on bottled water. In accordance with the schedule in the Stipulated CAO and the work plan, tank systems would be installed within six months of resident consent, connections to Ontario's existing municipal water system would be constructed within three months of resident consent, and construction and connection to a new water main would occur within 18 months of resident consent. Additionally, bottled water would be supplied to any newly affected residents immediately upon determining that TCE is present at concentrations greater than 4 µg/l. The City of Ontario performs annual monitoring of private wells and taps in the area potentially affected by the plume to support the Stipulated CAO and 2017 Work Plan. Currently, 22 affected residences are supplied water by 16 tank systems. Of these, approximately ten systems are located at the western edge of the plume, where concentrations of TCE have been stable or declining over time.

MONITORING AND REPORTING

Pursuant to the Stipulated CAO and the 2017 Work Plan, the Cities of Ontario and Upland collect annual groundwater quality samples at about 50-60 private wells and taps at about 45 residential and agricultural locations within the plume. The purpose of groundwater sampling is to: 1) evaluate the lateral extent of the plume per the Stipulated CAO, 2) identify locations where concentrations of TCE in private water supply wells are above the MCL, 3) identify locations where concentrations of TCE that were previously above the MCL are now below 80 percent of the MCL, and 4) identify residences that may be able to participate in the City of Ontario's alternative water supply program. The Cities of Ontario and Upland have conducted eight rounds of sampling since 2017, and the results are reported in annual groundwater monitoring reports submitted to the Santa Ana Water Board. The annual reports are available on the State Water Resources Control Board's GeoTracker online portal.¹²

⁹ State Water Board (2024). *Proposition 1 Groundwater Grant Amendment 3*. March 2024.

¹⁰ Dudek. (2017). *Domestic Water Supply Work Plan South Archibald Plume, Ontario, California*. Prepared for the City of Ontario, City of Upland. February 2017.

¹¹ Santa Ana Water Board. (2017). *Domestic Water Supply Workplan – South Archibald Trichloroethylene Plume, Ontario, California*. Letter to the City of Ontario from Kurt Berchtold. March 3, 2017.

¹² https://geotracker.waterboards.ca.gov/profile_report?global_id=T10000004658

The IEUA and CDA conduct groundwater quality sampling for a monitoring and reporting plan designed in 2021 pursuant to the Prop 1 Grant Agreement for the funding the expansion of the CDA facilities to cleanup TCE in the South Archibald plume, and the high nitrates and TDS in groundwater (Prop 1 Monitoring Plan¹³). The Prop 1 Monitoring Plan includes collecting samples at the CDA production and monitoring wells within and near the plume.¹⁴ As part of the monitoring program, two CDA monitoring wells were constructed at the request of the Santa Ana Water Board and California State Water Resources Control Board (State Board) to monitor at two locations in the plume: 1) multi-nested well II-MW-5 (a, b, c, d) located within the area of the highest concentration of TCE within the plume; and 2) well II-MW-4 located just upgradient of CDA well II-12.^{15,16} The locations of II-MW-5 (a, b, c, d) and II-MW-4 are shown in Exhibit 1.

The Prop 1 Monitoring Plan includes sampling for TCE, nitrate, and TDS. At most of the wells the following additional constituents are sampled: 1,2,3-trichloropropane (1,2,3-TCP), 1,4-dioxane, perchlorate, and hexavalent chromium. Currently these additional constituents are not monitored at II-MW-5. Per the Prop 1 Monitoring Plan, sampling for these additional constituents was to be performed at all four well casings at II-MW-5 at the time of completion of construction and again after one year. If the sampling results showed concentrations of these constituent(s) above 80 percent of their respective MCLs or California notification levels (NLs), these constituents would be added to the Prop 1 Monitoring Plan for the CDA monitoring wells. Sampling at the four well casings at II-MW-5 occurred in March 2021 after construction, and again in November 2022 and March 2023. The results showed that concentrations for all these constituents were above 80 percent of their respective MCLs or NLs for at least one well in the cluster.

The Prop 1 Monitoring Plan also requires Operational Reports¹⁷ to be submitted quarterly and annually that include the data collected during that period. Additionally, the groundwater data is uploaded to the State Board's GeoTracker website.

In addition to the monitoring performed by the CDA and the RP-1 Parties, Watermaster routinely collects groundwater samples at private wells in the plume area. Watermaster uses the data obtained from its own monitoring efforts, with monitoring data collected by the CDA, IEUA and the City of Ontario, to delineate the South Archibald TCE plume as part of the biennial Chino Basin State of the Basin Report.

RECENT ACTIVITY

In accordance with the Stipulated CAO, the most recent annual sampling event by the Cities of Ontario and Upland at private wells and taps in the plume area was conducted in October through November 2024. A total of 39 samples were collected at 35 residential, commercial, and agricultural locations. In addition, samples were also collected by the CDA at ten CDA pumping and monitoring wells within and

¹³ Hazen and Sawyer. (2021). *Monitoring Plan – Chino Basin Improvement and Groundwater Clean-up Project*. Prepared for CDA and IEUA. January 2021.

¹⁴ Hazen and Sawyer. (2021). *Monitoring Plan – Chino Basin Improvement and Groundwater Clean-up Project*. Prepared for CDA and IEUA. January 2021.

¹⁵ CDA Board of Directors July 2020 Meeting Agenda and Minutes.

<https://www.chinodesalter.org/AgendaCenter/ViewFile/Agenda/07022020-309>

¹⁶ Santa Ana Water Board. (2020). *Comments on Responses to Comments on Monitoring and Reporting Plan and Request for Additional Monitoring for Inland Empire Utilities Agency and Chino Basin Desalter Authority Clean-Up Project (Grant Agreement No. D1712507)*. April 24, 2020.

¹⁷ Operational Reports are required to be submitted after the end of the grant term in 2024.

adjacent to the plume. The results of these sampling efforts are documented in the *2024 Annual Groundwater Monitoring Report*¹⁸ and summarized below:

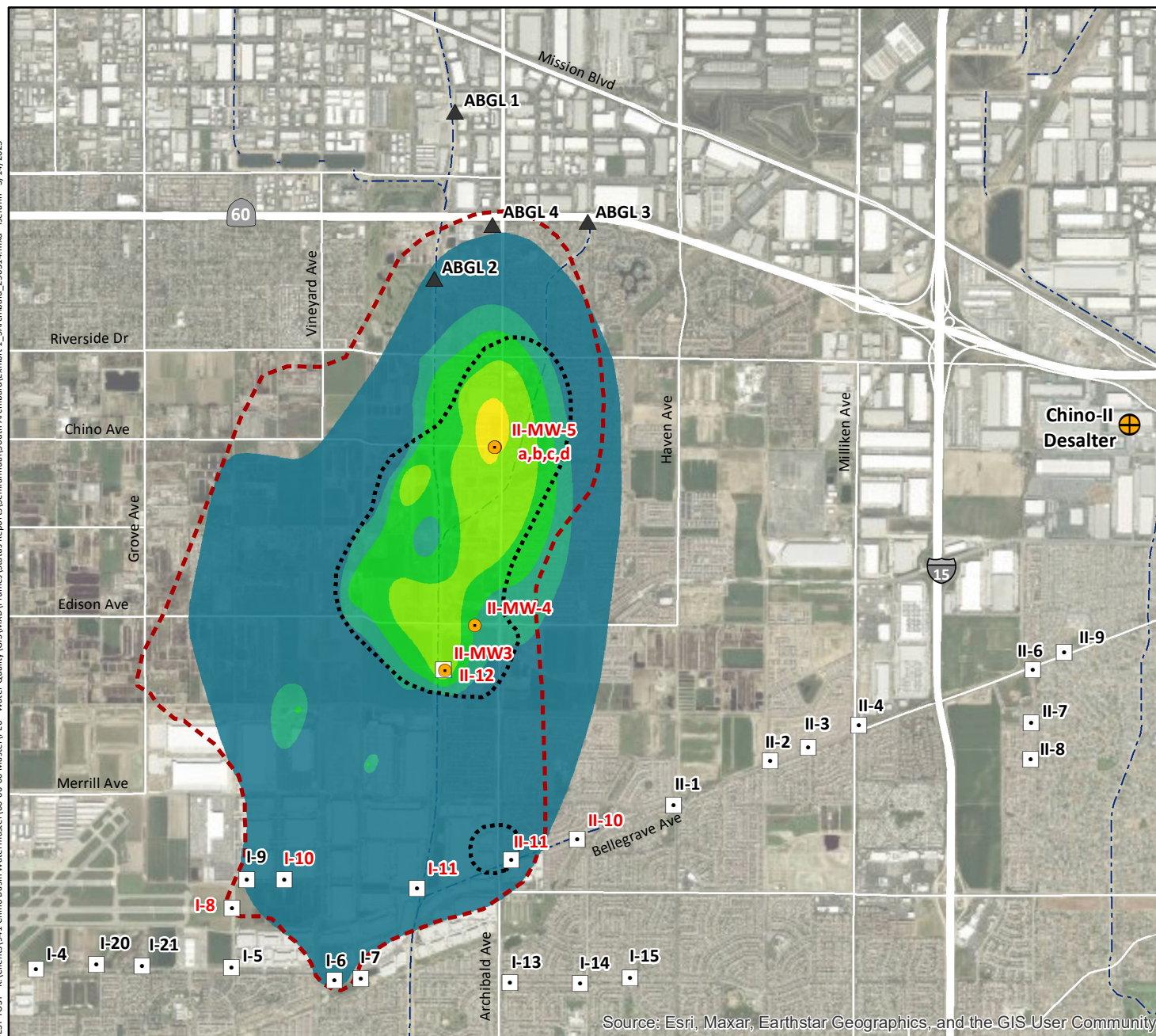
- TCE was detected in 24 samples at residential, commercial, and agricultural locations, and at seven CDA production and monitoring wells.
- TCE concentrations exceeded the MCL of 5 µg/l at six residential, commercial, and agricultural locations and at four CDA well locations (II-11, II-12, II-MW-4, and II-MW-5).
- Concentrations of TCE on the western edge of the plume are continuing to decrease with time.
- TCE concentrations remain the highest in the north-central part of the plume with concentrations increasing in the central part of the plume just north of CDA well II-12, likely as a result of groundwater pumping at well II-12.
- TCE concentrations are also increasing at CDA well I-11 at the southern extent of the plume, half a mile west-southwest of CDA well II-11.

On January 21, 2025, the Santa Ana Water Board provided comments on the *2024 Annual Groundwater Monitoring Report*, including approval to remove two locations from the alternative water supply program where TCE concentrations were consistently below 4 µg/l and where previously installed tank systems were not being used by residents. Additionally, over the last few years, several of the affected residential locations were observed to be demolished for future residential development. As these sites are developed, they will be connected to the City of Ontario's potable distribution system. Therefore, the total number of locations needing alternative water supply has continued to decrease. The City of Ontario will still continue to monitor for TCE at all potentially affected residences to ensure an alternative water supply is provided to residences with TCE concentrations greater than 80 percent of the MCL.

The next sampling event is scheduled for fall 2025 with a report submission due date of December 31, 2025.

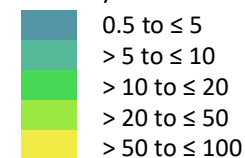
¹⁸ Dudek. (2024). *Annual Groundwater Monitoring Report South Archibald TCE Plume – Ontario, California*. Prepared for the City of Ontario and City of Upland. December 2024

WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE6 - Water Quality\GIS\WQD\Plumes\Status Reports\Semiannual\South Archibald\Exhibit 1_SArchibald_250314.mxd - Issued: 3/14/2025



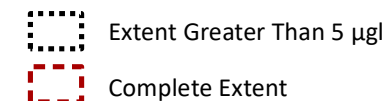
Maximum TCE Concentration (µg/l)

July 2017 to June 2022



(Delineated by Chino Basin Watermaster in the 2022 State of the Basin Report)

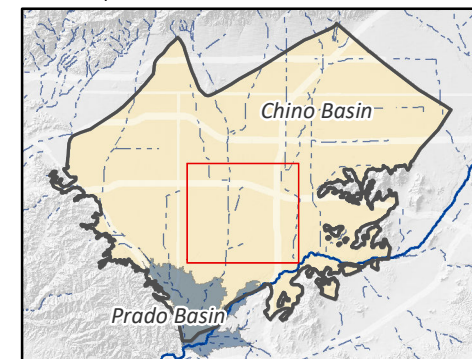
Approximate Extent of the Plume
Delineated in the 2024
Annual Groundwater Monitoring Report



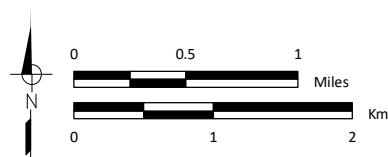
Chino Basin Desalter Authority Facilities:



*Red labels indicate wells that are specifically discussed in the report.



Prepared by:



Prepared for:

Chino Basin Watermaster
Semi-Annual Plume Report
South Archibald



South Archibald
TCE Plume