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14 Attorneys for Cross-Defendant,
15 SENIOR CANYON MUTUAL WATER COMPANY

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES**

18 SANTA BARBARA CHANNELKEEPER,
19 a California non-profit corporation,

20 Petitioner,

21 vs.

22 STATE WATER RESOURCES CONTROL
23 BOARD, a California State Agency:
24 CITY OF SAN BUENAVENTURA, a
25 California municipal corporation, incorrectly
26 named as CITY OF BUENAVENTURA,

27 Respondents.

28 CITY OF SAN BUENAVENTURA, a
California municipal corporation,

Cross-Complainant

vs.

DUNCAN ABBOTT, an individual, et. al.,

Cross-Defendant

Case No. 19STCP01176

Judge: Honorable William F. Highberger

VERIFIED INITIAL DISCLOSURES

Action Filed: September 19, 2014

Trial Date: February 14, 2022

1 **INTRODUCTION**

2 Cross-Defendant Senior Canyon Mutual Water Company provides this Initial Disclosure
3 pursuant to California Code of Civil Procedure § 842 as follows and reserves the right to amend
4 or supplement this disclosure, where appropriate, at a future date. (Code of Civ. Proc. § 842,
5 subd. (d)(1)-(3).)

6 Senior Canyon Mutual Water Company (“Senior Canyon” or “the Company”) is a small,
7 nonprofit mutual water company formed in 1929 to serve the needs of its members, which now
8 number 230 shareholders. The area served is roughly the northeast end of the Ojai Valley.
9

10 Senior Canyon is a “public water system” water purveyor as defined in Health and Safety
11 Code, section 116275. The Company has two full-time employees and two part-time employees,
12 and is managed by a seven-member volunteer board of directors.

13 Senior Canyon’s service area encompasses about 3.5 square miles in the northeast end of
14 the Ojai Valley, north of Reeves Creek and east of Carne Road. The Company provides both
15 domestic and agricultural water to approximately 800 individuals served through 206 domestic,
16 33 agricultural, and 5 institutional metered connections. Senior Canyon generates agricultural
17 water from one groundwater well under the jurisdiction of the Ojai Basin Groundwater
18 Management Agency (OBGMA), generally referred to by Senior Canyon as the “Grant Well.”
19 The Grant Well is co-owned by Senior Canyon with one of its shareholders. The Company also
20 generates water from sources in Senior Canyon in the Topa Topa mountains (“the Canyon”) that
21 are outside of the Ojai Basin, which consist of bedrock wells (both vertical wells and a horizontal
22 well) and surface flows from Senior Canyon Creek. The horizontal well in the Canyon is
23 commonly referred to as the “Senior Canyon Tunnel.”

24 Senior Canyon interprets the word “groundwater” in the disclosure requests to mean
25 groundwater from or within a groundwater basin. In these Initial Disclosures, groundwater
26 drawn from the Grant Well is referred to as “basin groundwater”; Senior Canyon refers to
27 groundwater drawn from areas outside of the Ojai Basin as “non-basin” or “non-native”
28 groundwater.

1 Senior Canyon also maintains a potable water intertie with Casitas Municipal Water
2 District ("Casitas") that is engaged when the Company cannot produce enough water from its
3 own sources to meet the demands of its shareholders.

4
5 **DISCLOSURE NO. 1:**

6 The name, address, telephone number, and email address of the party and, if applicable,
7 the party's attorney.

8 **RESPONSE TO DISCLOSURE NO. 1:**

9 Peter Thielke
10 Senior Canyon Mutual Water Company
11 PO Box 600
12 Ojai, CA 93024
13 (805) 798-2971
14 peter@seniorcanyonwater.com

15 Ryan Blatz
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17 109 North Blanche Street, Suite 103
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21 **DISCLOSURE NO. 2:**

22 The quantity of any groundwater extracted from the basin by the party and the method of
23 measurement used by the party's predecessor in interest for each of the previous 10 years
24 preceding the filing of the Complaint.

25 **RESPONSE TO DISCLOSURE NO. 2:**

26 Meter readings for the Grant Well in acre-feet (AF) are as follows:

27

<u>Year</u>	<u>AF</u>
2010	26.42
2011	26.86
2012	29.26
2013	27.79
2014	26
2015	25.29

28

2016	16
2017	15.47
2018	26.94
2019	35.19
2020	36.6

DISCLOSURE NO. 3:

The type of water right or rights claimed by the party for the extraction of groundwater.

RESPONSE TO DISCLOSURE NO. 3:

Senior Canyon is an overlying landowner of the Ojai Groundwater Basin and asserts both overlying and potentially unexercised water rights for the extraction of basin groundwater from the Grant Well located on APN No. 029-0-100-465.

Senior Canyon also asserts a right to recapture non-native water imported from its non-basin sources and replenished into the Ojai Basin and co-mingled with basin groundwater.

Senior Canyon also asserts a right to use groundwater under the self-help doctrine, if prescriptive rights to extract groundwater from the basin are determined.

DISCLOSURE NO. 4:

A general description of the purpose to which the groundwater has been put.

RESPONSE TO DISCLOSURE NO. 4:

Senior Canyon extracts and uses basin groundwater from the Grant Well for non-potable irrigated agricultural uses by certain of its members to grow citrus, avocados, and for other reasonable and beneficial uses of water.

DISCLOSURE NO. 5:

The location of each well or other source through which the groundwater has been extracted.

RESPONSE TO DISCLOSURE NO. 5:

“Grant Well” ID with County: 6875

1 State Well Number: 04N22W04L01S

2 Assessor Parcel Number: 029-0-100-465

3 Latitude: N 34 degrees 27.186 minutes

4 Longitude: W 119 degrees 11.450 minutes

5
6 **DISCLOSURE NO. 6:**

7 The area in which the groundwater has been used.

8 **RESPONSE TO DISCLOSURE NO. 6:**

9 The Grant Well has been used to provide agricultural use water to five small growers
10 within a 0.5 mile radius of the well, just south of Grand Avenue near El Hina road. The Assessor

11 Parcel Numbers are:

12 029-0-100-130

13 029-0-100-465

14 029-0-100-475

15 029-0-100-485

16 029-0-100-495

17 029-0-100-560

18 To the best of Senior Canyon's knowledge, the Grant Well was drilled and developed in
19 the late 1940s and has been providing basin groundwater for agricultural use since that time.

20 **DISCLOSURE NO. 7:**

21 Any claims for increased or future use of groundwater.

22 **RESPONSE TO DISCLOSURE NO. 7:**

23 Senior Canyon asserts the maximum historical right to pump and consumptively use
24 groundwater (whether dormant or currently unexercised, which is never lost, forfeited, or
25 abandoned for any period of non-use) or due to any shift in future irrigated agriculture crop
26 production or demand.

27 If and as needed, it will use this water to supplement water supply on other parcels of its
28 member shareholders for their reasonable and beneficial use or to otherwise provide added water

1 supply outside the Senior Canyon service area as drought, emergency, or other public interest
2 reasonable and beneficial use needs arise. See also Response No. 9, below.

3 Senior Canyon reserves the right to supplement this initial disclosure with additional
4 future uses.

5
6 **DISCLOSURE NO. 8:**

7 The quantity of any beneficial use of any alternative water use that the party claims as its
8 use of groundwater under any applicable law, including, but not limited to, Section 1005.1,
9 1005.2, or 1005.4 of the Water Code.

10 **RESPONSE TO DISCLOSURE NO. 8:**

11 To the extent that Senior Canyon may have riparian rights to subsurface underflow that
12 are “part and parcel” of any Senior Canyon property, it reserves the right to this additional water
13 use pursuant to Water Code Sections 1005.1, 1005.2, 1005.4, or other applicable law.

14 Senior Canyon also asserts the annual quantity of water used as a metered customer of
15 Casitas, which they might otherwise use *in lieu of* any separate right of use they have to either
16 riparian surface water or overlying landowner groundwater.

17
18
19 **DISCLOSURE NO. 9:**

20 Identification of all surface water rights and contracts the party claims provides the basis
21 for its water right claims in the comprehensive adjudication.

22 **RESPONSE TO DISCLOSURE NO. 9:**

23 Senior Canyon’s surface water rights originated in the early 1900s for two Canyon
24 diversions, and in 1934 for the Senior Canyon Tunnel. Although the Senior Canyon Tunnel is
25 licensed as a surface water diversion, it is actually a horizontal well that taps non-basin
26 groundwater from deep within the Topa Topa Mountains. The surface water diversions are high
27 up in the Canyon and consist of diversions on the North Fork and West Forks of Senior Canyon
28 Creek.

1 Senior Canyon asserts appropriative and riparian surface rights to Senior Canyon Creek,
2 and possible riparian rights to subsurface underflow underneath any property within Senior
3 Canyon's service area encompassing 230 shareholders, including on any land abutting or
4 hydrologically connected to Senior Canyon Creek, McNell Creek, Thacher Creek, or Reeves
5 Creek.

6 Senior Canyon also asserts the annual quantity of water used as a metered customer of
7 Casitas, which they might otherwise use *in lieu of* any separate right of use they have to either
8 riparian surface water or overlying landowner groundwater.

9
10 **DISCLOSURE NO. 10:**

11 The quantity of any replenishment of water to the basin that augmented the basin's native
12 water supply, resulting from the intentional storage of imported or non-native water in the basin,
13 managed recharge of surface water, or return flows resulting from the use of imported water or
14 non-native water on lands overlying the basin by the party, or the party's representative or agent,
15 during each of the 10 calendar years immediately preceding the filing of the Complaint.
16

17
18 **RESPONSE TO DISCLOSURE NO. 10:**

19 Senior Canyon currently imports non-native water from its Senior Canyon Tunnel
20 horizontal well and four other deep bedrock non-basin wells in the Canyon and outside the Ojai
21 Basin. The four hard rock wells in the canyon currently produce non-basin water exclusively for
22 agricultural use, both directly or after diversion to storage in the Senior Canyon Reservoir.

23 The non-native water from the Senior Canyon Tunnel horizontal well is co-mingled with
24 surface water from the Senior Canyon Creek diversions near their sources. This water makes up
25 Senior Canyon's potable water source, and after treatment is distributed throughout Senior
26 Canyon's domestic water system. A few growers within Senior Canyon's service area do not
27 have access to non-potable, agricultural use water and must rely on the domestic system.

28 Non-native water is replenished to the basin within Senior Canyon's service area in

1 several ways. Some portion of non-native water applied to agricultural and domestic uses will
2 percolate and replenish the alluvial aquifer. This is particularly the case for domestic indoor use,
3 as all domestic wastewater is handled by septic or other on-site wastewater treatment systems.
4 When Senior Canyon's non-native groundwater production exceeds demand and the capacity of
5 the domestic system, produced non-native water is first used to refill Senior Canyon Reservoir,
6 which is also used for agricultural and results in some basin recharge from the applied water.
7 Finally, when non-native production exceeds demand and the Senior Canyon Reservoir is full,
8 produced non-native water particularly from the Senior Canyon Tunnel flows into Senior
9 Canyon Creek and on to the Ojai Basin.

10
11 Senior Canyon does not readily have accurate flow data to separate out the contribution
12 of non-native flows from the Senior Canyon Tunnel to the domestic system, or the amount of
13 surplus flows from the Senior Canyon Tunnel to Senior Canyon Creek.

14 Senior Canyon Mutual Water Company does not presently actively manage any recharge
15 of surface water peak-flow into groundwater, but reserves the right to further appropriate water
16 and store such waters for more than 30-days (pursuant to a Water Availability Analysis) and/or
17 capture and store stormwater or rainwater. Senior Canyon reserves the ability to generate any
18 combination of offsets or production forbearance or conserved water credits.

19
20 **DISCLOSURE NO. 11:**

21 The names, addresses, telephone numbers, and email addresses of all persons possessing
22 information that supports the party's disclosures.

23 **RESPONSE TO DISCLOSURE NO. 11:**

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16 San Francisco, Ca. 94118
17 (415) 309-2098
18 tdh@tomhickslaw.com

19 **DISCLOSURE NO. 12:**

20 Any other facts that tend to prove the party's claimed water right.

21 **RESPONSE TO DISCLOSURE NO. 12:**

22 Senior Canyon, by virtue of its status as an overlying landowner, holds overlying
23 groundwater rights. Such rights are "part and parcel" of the fee interest.

24 Senior Canyon and its shareholders have in the past and continue a systematic
25 replacement of sections of aging citrus and avocado groves, which creates fluctuation in the
26 annual onsite water demand. At times, this temporarily reduces their water use requirements as
27 younger trees require less water than mature trees.

28 Senior Canyon landowners actively use mulch in different orchards to further conserve
29 water and reduce onsite annual demand and pumping.

30 Senior Canyon is a project partner in the Wildlife Conservation Board Prop One Water
31 Bond grant awarded to the Ventura County Resource Conservation District for the Ventura River
32 Watershed Instream Flow Enhancement and Water Resiliency Framework (VRIF) Project.
33 Through this state-funded project, Senior Canyon and other project partners are coordinating to

1 plan and implement onsite *voluntary* water conservation actions that will further conserve Senior
2 Canyon’s onsite annual water demand, including stormwater, rainwater, reduction of
3 phreatophytes such as *Arundo*, and other onsite water use efficiencies to use less water annually
4 for the purpose of enhancing stream flow. Senior Canyon is actively considering projects that
5 will result in a 20-year or longer commitment to onsite “production forbearance” and/or direct
6 streamflow enhancement benefits for steelhead.

7 Senior Canyon makes this Initial Disclosure based on the information currently available.
8 Senior Canyon will amend or supplement this disclosure, if necessary, consistent with California
9 Code of Civil Procedure section 842(d) (1-3).

10 Senior Canyon is serving this Initial Disclosure electronically to all parties to the extent
11 possible pursuant to California Code of Civil Procedure section 842(e).

14 DATED: October 15, 2021

RYAN BLATZ

16 By: 
17 Ryan Blatz
18 Attorney for
19 SENIOR CANYON MUTUAL WATER
20 COMPANY

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VERIFICATION

I have read the foregoing INITIAL DISCLOSURE and know its contents.

I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am Peter Thielke of Senior Canyon Mutual Water Company, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

I am one of the attorneys of record for _____, a party to this action. Such party is absent from the county in which I have my office, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

Executed at VENTURA COUNTY, California on October 15, 2021.

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



SENIOR CANYON MUTUAL WATER
COMPANY