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10 Attorneys for: Petitioners/Plaintiffs Marieke Furnee, Gideon Beinstock, Jeannette Cavaliere, Donna  
11 Corson, Israel Perla and Charles Sharp

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF YUBA**

14 MARIEKE FURNEE, GIDEON BEINSTOCK;  
15 JEANETTE CAVALIERE; DONNA CORSON;  
16 ISRAEL PERLA; and CHARLES SHARP

17 Petitioners/Plaintiffs,

18 v.

19 THE NORTH YUBA WATER DISTRICT, and  
20 DOES 1 through 100, inclusive,

21 Respondents/Defendants.

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YOUNG LIFE, INC. a/k/a YOUNG LIFE  
23 CAMPAIGN, INC., a Texas Corporation,

24 Real Party in Interest.  
25  
26  
27  
28

Case No. CVPT21-00436

**SUPPLEMENTAL DECLARATION OF  
JOHN P. KINSEY IN SUPPORT OF  
PLAINTIFFS' REPLY TO NYWD'S  
OPPOSITION TO THE *EX PARTE*  
APPLICATION FOR A TEMPORARY  
RESTRAINING ORDER**

Date: May 12, 2021

Time: 1:30 p.m.

Dept: 4

Judge: Stephen W. Berrier

1 I, John P. Kinsey, hereby declare as follows:

2 1. I am a shareholder with the law firm of Wanger Jones Helsley PC, counsel of record for  
3 Petitioners and Plaintiffs in the above-entitled action.

4 2. The facts set forth herein are of my own personal knowledge and if called as a witness I  
5 could and would competently testify hereto. This declaration is made in support of Plaintiffs' Reply to  
6 North Yuba Water District's ("NYWD") Opposition to the *Ex Parte* Application for a Temporary  
7 Restraining Order and Order to Show a Cause for a Preliminary Injunction (the "Application").

8 3. The NYWD website includes agendas and minutes for its board meetings conducted  
9 between January 2017 and the present. This website is available at: <https://www.nywd.org/meetings>  
10 (*last visited May 7, 2021*). I reviewed all of the agendas and minutes, and the only item that refers to  
11 an agreement with Woodleaf is dated March 23, 2017. There is no reference to any agreement with  
12 Woodleaf thereafter.

13 4. Attached hereto as **Exhibit "A"** is a true and correct copy of a May 7, 2021, letter I  
14 received from Dustin Cooper, General Counsel, South Feather Water & Power Authority.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
16 true and correct and that this declaration was executed in Fresno, California on May 7, 2021.

17  
18   
19 \_\_\_\_\_  
20 John P. Kinsey

## **Exhibit “A”**

MINASIAN, MEITH,  
SOARES, SEXTON &  
COOPER, LLP

ATTORNEYS AT LAW  
A Partnership Including Professional Corporations

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WILLIAM H. SPRUANCE,  
Retired

MICHAEL V. SEXTON,  
Retired

May 7, 2021

VIA EMAIL

Barbara Brenner  
General Counsel, NYWD  
[Barbara@whitebrennerllp.com](mailto:Barbara@whitebrennerllp.com)

John Kinsey  
Counsel for Marieke Furnee, et al.  
[jkinsey@wjhattorneys.com](mailto:jkinsey@wjhattorneys.com)

Re: Furnee et al. v. North Yuba Water District (NYWD)  
Application for Temporary Restraining Order

Dear Counsel:

This Firm represents South Feather Water & Power Agency. Since the Agency's formation in 1919 and until 2011, the Agency owned, operated, repaired and maintained the Upper Forbestown Ditch (UFD). The Agency quitclaimed its interest in the UFD to North Yuba Water District on January 1, 2011, from which point NYWD became responsible for the UFD.

Despite transferring title, the Agency still maintains an interest in the UFD. For example, the Agency still serves customers directly from the UFD and receives up to 11 cfs at a point of delivery on the UFD, known as WD6, for eventual deliveries to Agency customers served via its Lower Forbestown Ditch. The Agency and its highly skilled staff have firsthand knowledge of the UFD and what it takes to operate and maintain the UFD to ensure reliable water deliveries.

Based on NYWD financial information available to the Agency<sup>1</sup>, since 2011 NYWD has budgeted only \$50,000 in repair and maintenance of the UFD. As a result, the UFD has fallen into a state of disrepair, such that NYWD has in 3 of the last 10 years been unable to provide full delivery to its raw/untreated water customers. Such a draconian outcome was unprecedented during the Agency's tenure of ownership of the UFD.

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<sup>1</sup> The Agency has a February 10, 2021 request under the California Public Records Act for a copy of NYWD's electronic financial records. However, to date, NYWD has not provided any responsive records.

To: Barbara Brenner and John Kinsey  
Re: Furnee et al. v. North Yuba Water District (NYWD)  
Application for Temporary Restraining Order  
Date: May 7, 2021  
Page 2

The Agency is becoming increasingly concerned that NYWD will be unable to perform and deliver to the Agency up to 11 cfs at WD6, given the state of disrepair of the UFD. Additionally, the Agency has experienced wildfire in and around its service area in each of the last 3 years. The Agency is very concerned about NYWD's decision to curtail water deliveries and high likelihood that this will exacerbate an already critical fire risk for NYWD's customers and neighboring Agency customers and facilities.

Despite drought conditions prevailing throughout the state, NYWD is fortunate in that it does not have a water supply shortage because it has available to it up to 23,700 acre-feet of water that is currently stored in Agency reservoirs. NYWD's only problem is related to a bottleneck in water distribution because of its disrepair of the UFD. This problem is entirely fixable. And, it can be fixed quickly to salvage NYWD's 2021 water season and provide water and related benefits, including reduction in wildfire risk, to NYWD's customers.

The Agency is willing to offer mutual aid pursuant to the existing NYWD/Agency Mutual Aid agreement, dated July 23, 1996. NYWD and the Agency have utilized this Agreement in the past on numerous occasions for the Agency to assist NYWD in maintenance and repairs of the UFD as well as other NYWD facilities, such as Dry Creek Canal and the NYWD water treatment plant. The Agency can quickly mobilize its crews to repair critical areas of the UFD and believes that such repairs can allow for the safe delivery of 30 cfs this irrigation season. This volume can more than cover Agency demands (up to 11 cfs), NYWD's treatment plant demands (around 1 cfs), NYWD's raw water demands (around 6 cfs) and estimated current system losses (around 35% or 10.5 cfs).

The Agency estimates emergency repair work will cost less than \$250,000. Consistent with prior mutual aid assistance to NYWD, the Agency would not charge more than its actual costs of employee time and equipment use (i.e., the Agency is only made whole and is not profiting). The Agency is willing to work with NYWD on payment arrangements to reimburse the Agency for this work, including defraying reimbursement and reducing future minimum quarterly payments (\$177,250) that the Agency contributes to NYWD pursuant the Agency/NYWD 2005 Agreement.

The foregoing is a win-win-win for our respective clients. We request your prompt response to this proposal and intend on sharing this concept with the Court at the TRO hearing next week.

Very truly yours,

MINASIAN, MEITH,  
SOARES, SEXTON & COOPER, LLP

By: 

DUSTIN C. COOPER

DCC/ast

cc:

Rath Moseley, General Manager South Feather Water & Power Agency



1 **PROOF OF SERVICE**

2  
3 My business address is 265 E. River Park Circle, Suite 310, Fresno, California  
4 93720. I am employed in Fresno County, California. I am over the age of 18 years and am not  
5 a party to this case.

6 On the date indicated below, I served the foregoing document(s)  
7 described as **SUPPLEMENTAL DECLARATION OF JOHN P. KINSEY IN SUPPORT**  
8 **OF PLAINTIFFS' REPLY TO NYWD'S OPPOSITION TO THE EX PARTE**  
9 **APPLICATION FOR A TEMPORARY RESTRAINING ORDER** on all interested  
10 parties in this action by placing a true copy thereof enclosed in sealed envelopes  
11 addressed as follows:

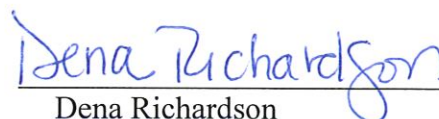
12 Barbara A. Brenner 13 J. Scott Miller 14 Kerry A. Fuller 15 Lian M. Burnley 16 CHRUCHWELL WHITE LLP 17 1414 K Street, 3 <sup>rd</sup> Floor 18 Sacramento, CA 95814 19 Email: <a href="mailto:barbara@chruchwellwhite.com">barbara@chruchwellwhite.com</a> 20 (Attorneys for Respondent/Defendant The 21 North Yuba Water District)	22 Woodleaf Young Life Camp 23 11359 La Porte Rd 24 Challenge, CA 95925 25 26 (Via mail)
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27  (BY MAIL) I am readily familiar with the business' practice for collection and  
28 processing of correspondence for mailing, and that correspondence, with postage  
thereon fully prepaid, will be deposited with the United States Postal Service on the  
date noted below in the ordinary course of business, at Fresno, California.

(BY E-MAIL or ELECTRONIC FILING/SERVICE) C.C.P. § 1010.6 and  
California Rules of Court, Rule 2.251. Based upon a Court Order, Local Rules of  
Court, or an agreement of the parties to accept service by e-mail or electronic  
transmission, I caused the documents to be sent to the person(s) listed above through  
OdysseyFileCA for service on the parties listed above who are signed up for  
electronic service. I did not receive, within a reasonable time after the transmission,  
any electronic message or other indication that the transmission was unsuccessful.

EXECUTED ON May 7, 2021 at Fresno, California.

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

28   
Dena Richardson