SUBMITTAL OF PROPOSED ORDER RE WATERMASTER RESOLUTION 2010-04

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CHINO BASIN WATERMASTER

### SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,

Case No. RCV 51010

Plaintiff,

ν.

CITY OF CHINO, et al.,

Defendant.

[proposed] ORDER AFTER HEARING ON MOTION FOR APPROVAL OF WATERMASTER RESOLUTION 2010-04

On October 28, 2011, a hearing on Motion for Approval of Watermaster Resolution 2010-04 was held.

On the basis of the pleadings, the declarations, and the testimony and argument offered at the hearing, the Court finds as follows:

- 1. Western Municipal Water District ("WMWD") has elected to proceed to construct the Future Desalters jointly with Jurupa Community Services District ("Jurupa") and the City of Ontario ("Ontario") (collectively "Expansion Parties") by and through the Chino Basin Desalter Authority ("CDA") as provided in agreements between and among CDA and its members.
- 2. It is reasonably anticipated that all members of CDA as Parties to the Judgment will agree to exercise good faith and reasonable best efforts towards the timely completion

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- of the Expansion Project as it is described in the approved Pre-Design Report ("PDR").
- 3. The Metropolitan Water District of Southern California ("MWD") has approved the requested \$139 subsidy for the Desalters and WMWD has considered the applicable costs as provided in Section 5.7 of the Peace II Agreement and it has committed to proceed jointly with Jurupa and Ontario through CDA to cause the completion of the Future Desalters.
- 4. For the avoidance of doubt, the allocation of the cost of Replenishment Water for the Desalters under the Peace Agreement and its progeny is set forth in Exhibit "D" of Watermaster's Resolution 2010-04, with acknowledgement that the provisions of Peace Agreement II Section 6.2(b)(ii) which excludes Desalter production in the calculation of an Appropriator's proportionate responsibility for Desalter Replenishment as subject to being revisited if the net cost of Desalter Water is materially reduced.
- 5. The Expansion Parties' Future Desalter facilities are reasonably calculated to achieve the stated objectives of Future Desalters: (a) yield preservation; (b) water supply; (c) salt management; (d) expanded use of recycled water; and (e) hydraulic control.
- 6. The Future Desalters have been designed and will be constructed and operated to Produce water with high total dissolved solids ("TDS").
- 7. Peace Agreement and Peace II Measures' (as that term is defined in Watermaster Resolution 2010-04 recital number ten) obligations regarding the requirement of providing hydrologic balance in each Management Zone, including Management Zone Number 3 remain in full force and effect.
- 8. The Chino Creek Well Field ("CCWF") will be located in an area that is consistent with the designations in the Supplement to the Optimum Basin Management Program ("OBMP") and the purposes of the OBMP Implementation Plan. (Peace Agreement 7.3(e).)

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- 9. The location and the proposed operation of the Future Desalter wells are highly unlikely to result in inelastic subsidence that causes any physical damage to the aquifer, roads or structures
- 10. Watermaster has proposed the measures set forth in the Supplemental Environmental Impact Report ("SEIR") attached to Resolution 2010-04 as Exhibit "F" and will establish measurement and monitoring protocols that if followed, will minimize the long-term risk of inelastic subsidence that might cause physical damage to de minimus levels and will report on these protocols to Watermaster and to the parties.
- 11. Prudent well operators will design, construct and operate groundwater production facilities that withstand seasonal fluctuations in water levels.
- 12. Water levels that fluctuate more than 35 feet from present levels and that are 20 feet lower than the groundwater level conditions that would occur in the absence of the Phase II Desalter Expansion can be addressed through the proposed SEIR mitigation plan
- 13. Watermaster has timely filed its Recharge Master Plan and intends to implement the Plan in a manner that creates hydrologic balance with Management Zone 3 and minimizes adverse impacts of pumping within the Management Zones as required by the Peace Agreement.
- 14. The WMWD, Jurupa and Ontario have spent \$15 million in pursuit of the planning, design and construction costs for the Expansion Project (up to \$5 million of which may be reimbursed from third-party grants that will be used for purposes consistent with the grant authorizations) in consideration of and in reliance upon Watermaster's timely and successful implementation of the Recharge Master Plan. The total cost for the Expansion Project has been projected to be \$116,470,000.
- 15. Within 24 months from the adoption of the Resolution, WMWD can reasonably negotiate terms for intervention into the Appropriative Pool or request Watermaster to designate a member of CDA that is also a member of the Appropriative Pool for purposes of accounting for the Desalter Production;

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- 16. The designation by Watermaster must not increase the assignee Appropriator's obligations or benefits to Watermaster or under the Judgment, Peace Agreement and the Peace II Measures.
- 17. The requirements set forth in Section 5.5(e) of the Peace II Agreement have been satisfied by WMWD's assumption of project risk, out of pocket costs presently in excess of \$5 million (\$15 million for the Expansion Parties) and the further assumption of capital and operations and maintenance costs in excess of expectations (the cost-cap as for WMWD's portion of expenses). However, this finding is made only with regard to WMWD's obligation under Section 5.5 to complete final binding agreement(s) regarding Future Desalters. This finding is not intended to have any bearing or impact on the sufficiency of WMWD's assumption of risk and costs for any other purpose, including the availability of a reduced uniform loss percentage under Peace II Agreement Section 7.4. This finding also does not affect WMWD's rights or obligations to intervene into the Appropriative Pool on the terms and conditions that may be fairly agreed among the Appropriative Pool and WMWD.
- 18. The MWD has approved the award of \$139 per acre-foot to WMWD for the benefit of the Expansion Project.
- 19. CDA has adopted a Mitigated Negative Declaration for the Expansion Project and it has executed binding water purchase agreements with each of its members and it will timely proceed to implement the Expansion Project in accordance with the PDR.

On the basis of substantial evidence presented through Watermaster's Motion, the Declarations attached thereto, the testimony presented at the hearing and the above findings, the Court concludes and orders that:

1. The above-referenced actions in whole and in part are consistent with the Judgment, the Peace Agreement, the Peace II Measures and the December 21, 2007 Order of the Court (collectively "Prior Directives") and in the event of any inconsistencies between

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- this Order and the language of these Prior Directives, the Prior Directives shall control.
- 2. As approved and conditioned as set forth above, including but not limited to the location and screening of the proposed wells, the CDA Emergency Response Plan, the SEIR mitigation plans applicable for subsidence, water level fluctuations and the improvements identified in the Recharge Master Plan, the above-referenced actions present no threat of Material Physical Injury (Peace Agreement Section 7.3(d)).
- Unless authorized in advance by Watermaster for good cause arising from the need for 3. testing, monitoring, or mitigation, the Parties to the Judgment comprising CDA will not produce groundwater from the deep aquifer system among Desalter wells Nos. 1 through 4 as set forth in Peace Agreement II Section 5.8(a)(i)(ii). Watermaster shall have all rights and remedies to redress a violation of this condition, including but not limited to the right to make application to the Court to revisit the allocation of some or all of the 400,000 acre-feet of controlled overdraft, taking into account the specific causes associated with the failure. However, such an application will not require a discontinuance of Desalter operations. (See Judgment Exhibit I; Peace Agreement II, Section 5.8(a)(i)(ii).)
- 4. Watermaster will not otherwise suspend availability of any portion of the 400,000 acre-feet of controlled overdraft unless there is a failure to comply with the requirements to complete and implement a Recharge Master Plan as provided in Peace II Agreement Section 7.3.
- 5. Watermaster shall uphold its commitment to the funding for and the timely and successful implementation of a Recharge Master Plan, including achieving hydrologic balance within each Management Zone.
- 6. All Parties to the Judgment that are members of CDA will exercise good faith and reasonable best efforts to support the completion of the Expansion Project as it is defined in and as conditioned by the anticipated CDA approval of the Expansion Project and cause a quarterly report on its progress to be filed with Watermaster.

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- 7. Watermaster shall assume the complete financial and management responsibility for monitoring baseline water level and groundwater extraction conditions so as to avoid inelastic land subsidence that may cause physical damage as provided in Exhibit "E," attached to Watermaster's Resolution 2010-04.
- 8. No economic mitigation will be required of CDA to address the physical impact of lowered water levels in the Basin, other than the agricultural wells designated in Exhibit "F," attached to Watermaster's Resolution 2010-04.
- 9. A specific mitigation plan has been developed in the SEIR to address the agricultural wells (there are no municipal or industrial wells) which will be implemented by the Parties to the Judgment comprising CDA or in their discretion through CDA. The specific criteria for evaluating the impacts are set forth in Exhibit "F," attached to Watermaster's Resolution 2010-04.
- 10. Watermaster shall proceed on the basis of the commitments made in Resolution No. 2010-04 and on the basis of the factual findings made by the Watermaster Board in the adoption of the Resolution.
- 11. Upon the completion of the Future Desalters (the Phase III Expansion) as reflected in the approved revised Chino Desalter Phase 3 Comprehensive Pre-Design Report (CDA PDR) attached to Watermaster's Resolution No. 2010-04 as Exhibit "G," the Parties to the Judgment will have satisfied all individual and collective obligations arising from the Peace Agreement and the OBMP Implementation Plan, Peace II Measures and all prior orders of the Court related to the requirement to construct Desalters in accordance with Peace Agreement II Section 10.2.
- WMWD and IEUA are relieved of the funding requirements upon the completed 12. construction of the Expansion Project as set forth in Peace II Agreement Section 10.4.
- 13. Localized impacts on the wells will be mitigated as provided in the mitigation plan set forth in Watermaster Resolution 2010-04, Exhibit "F."
- 14. Regional impacts attributable to the lowering of the water table across the Basin have been fully analyzed in connection with the Court approval of the Peace II Measures,

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and fully mitigated by the suite of corresponding offsetting benefits arising under the
Peace II Measures. Consequently, CDA and the members of CDA will have no
obligation to offset or mitigate any increased costs that may be incurred by Parties to
the Judgment that own wells outside of the designated wells.

- 15. At its own expense, Watermaster will monitor water conditions to measure the effectiveness of hydraulic control and subsidence.
- 16. As provided in Section 6.2(b)(ii) the allocation of Replenishment is reserved and committed to offset the Replenishment attributable to the Future Desalter expansion.
- 17. Agreements among the Parties, whatever they may be, for Replenishment, operations, conditions and corresponding consideration without limitations, are unaffected by this determination. However, for the avoidance of doubt, Watermaster Resolution 2010-04, Exhibit "D" accurately summarizes and restates these obligations.
- 18. Watermaster will negotiate with the County of San Bernardino as the party primarily responsible for contamination and all sums obtained will be paid to CDA to offset all of the incremental capital and operations and maintenance expenses incurred by the Parties to the Judgment comprising CDA or in their discretion through CDA.
- 19. Watermaster will continue to require that to the extent any of the Peace II Implementing Measures constitute "projects" within the meaning of the California Environmental Quality Act ("CEQA"), compliance with CEQA will be required as a pre-condition of Watermaster's issuance of any final, binding approvals.
- 20. The actions articulated above and contemplated herein to optimize the beneficial use of the groundwater and the Basin benefit the Basin and the Parties to the Judgment.
- 21. The members of CDA may make application for future relief and assistance from Watermaster to redress potential inequities in redressing water quality concerns only after having first obtained a recommendation for such relief from the Appropriative Pool. The Watermaster retains complete discretion in responding to any such request.
- 22. Within 24 months of the date of Watermaster Resolution 2010-04, WMWD will make an election to either: (a) intervene into the Appropriative Pool on terms it may freely

BROWNSTEIN HYATT FARBER SCHRECK, LLP 21 East Carrillo Stroet Santa Barbara, CA 93101-2706	1	negotiate; or (b) consensually assign the production for the desalted water attributable
	2	to the Expansion Project on behalf of WMWD to an Appropriative Pool member of
	3	the CDA.
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	5	IT IS SO ORDERED.
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	7	Dated:, 2011 HON. STANFORD E. REICHERT
	8	JUDGE OF THE SUPERIOR COURT
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		[PROPOSED] ORDER ON MOTION FOR APPROVAL OF WATERMASTER RESOLUTION 2010-04

## CHINO BASIN WATERMASTER Case No. RCV 51010 Chino Basin Municipal Water District v. The City of Chino

#### **PROOF OF SERVICE**

#### I declare that:

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

On October 4, 2011 I served the following:

- 1. NOTICE OF SUBMITTAL OF PROPOSED ORDER RE WATERMASTER RESOLUTION 2010-04
- [PROPOSED] ORDER AFTER HEARING ON MOTION FOR APPROVAL OF WATERMASTER RESOLUTION 2010-04

'_x_/	prepaid, for delivery by United States Postal Service mail at Rancho Cucamonga, California, addresses as follows:  See attached service list: Mailing List 1
/	BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the addressee.
<u></u> /	BY FACSIMILE: I transmitted said document by fax transmission from (909) 484-3890 to the fax number(s) indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting fax machine.
/_x_/	BY ELECTRONIC MAIL: I transmitted notice of availability of electronic documents by electronic transmission to the email address indicated. The transmission was reported as complete on the transmission report, which was properly issued by the transmitting electronic mail device.

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

Executed on October 4, 2011 in Rancho Cucamonga, California.

Janine Wilson

Chino Basin Watermaster

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