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

11
12 CHINO BASIN MUNICIPAL WATER
13 DISTRICT,

14 Plaintiff,

15 v.

16 CITY OF CHINO, et al.

17 Defendants.

Case No. RCV 51010

Assigned for all purposes to the
Honorable MICHAEL GUNN

**JOINDER OF CITY OF ONTARIO IN
SUPPORT OF MOTION FOR
APPROVAL OF PEACE II
DOCUMENTS;**

**DECLARATION OF KENNETH
JESKE**

Hearing

DATE: November 29, 2007
TIME: 1:30 p.m.
PLACE: Dept. R8

1
2 The City of Ontario ("Ontario") hereby joins in the Motion for Approval of Peace II
3 Documents filed by Watermaster. The Peace II measures consist of a suite of coordinated
4 actions designed to achieve hydraulic control and basin re-operation, consistent with the court-
5 ordered Optimum Basin Management Program ("OBMP"), and the Santa Ana Basin Plan as
6 adopted by the Regional Water Quality Control Board ("Basin Plan"). Ontario applauds the
7 efforts of the Watermaster and the parties to develop a comprehensive, consensus-based
8 approach to maximize the beneficial use of available waters in the Basin and to ensure the
9 Basin's long-term sustainability.

10 A key component of Watermaster's motion is that the proposed actions further
11 the collective interests of the parties to the Judgment and provide material benefits to the
12 region. Notably, the requested Judgment amendments will enable Watermaster to move
13 forward with the management strategy known as basin re-operation. This Court's approval will
14 enhance and facilitate Watermaster's efforts to effectively implement the court-ordered OBMP.

15 Basin re-operation marks a paradigm shift in the development of groundwater
16 basin management not just in the Chino Basin, but throughout California. Basin re-operation
17 reflects a substantial effort by the parties and Watermaster to move from primarily reactive
18 programs to a pro-active management approach. With this Court's approval, Watermaster and
19 the parties to the Judgment can safely and collaboratively work towards truly optimizing the
20 maximum beneficial use of Chino Basin water resources for the benefit of all stakeholders,
21 both public and private.

22 Watermaster's Peace II motion should be approved as is – without alteration,
23 without delay, and without the imposition of additional requirements that would impose
24 additional costs on the consumers of water in the Basin.¹ The Peace II measures represent
25 the collaborative effort of Watermaster and the parties to the Judgment over a multiple-year
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28 ¹ Significant costs have been incurred as result of Peace I and will be incurred as a result of Peace II. These costs are ultimately paid by the customers (residents and businesses) of the City and other agencies in the Basin area. These costs are incorporated into water and sewer rates.

1 period. The process was fair and conducted by a large group of engaged, experienced and
2 knowledgeable water managers and advocates. The measures were extensively studied,
3 negotiated and debated. Throughout this process, procedural safeguards respecting
4 monitoring, effective basin management techniques and regulatory oversight were developed
5 and set forth within the Peace II measures, as well as the OBMP and the Basin Plan.

6 Watermaster and the parties to the Judgment have already demonstrated a pro-
7 active, good faith commitment to effectively and collaboratively manage the crucial water
8 resources of the Chino Basin for the benefit of the public. The parties are committed to
9 continuing this good stewardship. Indeed, the City of Ontario, together with certain other
10 parties, have undertaken substantial risk and voluntarily invested millions of dollars consistent
11 with the OBMP and the Peace I Agreement, premised on this Court's approval of the Peace II
12 measures. (Jeske Decl., ¶¶ 9 – 14).

13 Ontario pro-actively expended these funds in good faith, before completion of the
14 Peace II process, and in reasonable reliance on the commitments made as part of the Peace I
15 Agreement. Ontario is a member of the Chino Desalter Authority ("CDA").² Ontario and the
16 CDA members stepped up and assumed significant risks and costs to enhance Basin
17 management and to maximize the beneficial use of available Basin waters. (Jeske Decl., ¶ 9).

18 For example, bonds were issued by the CDA in 2004 totaling \$110,500,000.
19 (Jeske Decl., ¶ 9). Ontario alone issued bonds in the amount of \$22 million towards this
20 important effort. (Jeske Decl., ¶ 9). These bonds must be repaid by the Cities' customers and
21 are incorporated into the City's water rates. (Jeske Decl., ¶ 9). The bonds were issued to
22 refinance the 2002 Chino I and II Desalter Projects. Consistent with the OBMP, anticipating
23 Basin re-operation, and understanding the need for the measures contained in Peace II, the
24 CDA voluntarily took over the ownership and operation of the Chino I Desalter. (Jeske Decl., ¶

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28 ² The Members of the Chino Desalter Authority include the City of Ontario, Jurupa Community Services District ("Jurupa"), the Santa Ana River Water Company, the Cities of Chino, Chino Hills, Norco and the Inland Empire Utilities Agency ("IEUA").

1 6). The CDA also undertook responsibility for the expansion of the Chino I Desalter, as well as
2 the design, construction and operation of the Chino II Desalter project. (Jeske Decl., ¶ 6).

3 Ontario is also a member of the Inland Empire Utilities Agency ("IEUA")
4 reclaimed water, recharge and distribution program, which also assumed risks and costs to
5 enhance water supply and lessen future demand for imported water. (Jeske Decl., ¶ 5). As a
6 partner in IEUA's regional program, Ontario has expended millions of dollars in the
7 development, construction and distribution of reclaimed water facilities.

8 In addition, Ontario assumed the risk of entering into a take-or-pay water supply
9 contract for Desalter water with an obligation of 5,000 acre-feet per year. (Jeske Decl., ¶ 10).
10 In fact, Ontario is paying more money for this water than originally contemplated. (Jeske Decl.,
11 ¶ 10).

12 Further, Ontario in 2007 entered into an inter-agency agreement with the
13 Western Municipal Water District ("WMWD"), and the Jurupa Community Services District
14 ("Jurupa") regarding Desalter III. (Jeske Decl., ¶ 14). Consistent with the commitments made
15 as part of the OBMP and Peace I Agreement, this inter-agency agreement developed
16 mechanisms to address the financing, design, construction and operation of desalter
17 production facilities, as well as the environmental review process associated with those
18 facilities. (Jeske Decl. ¶ 14). By participating regionally with WMWD and Jurupa as partners,
19 the entire Basin and all parties benefit from improved water quality and an expanded local
20 water supply to meet demand increases. Implementation of these improvement measures
21 would not be possible without the financial commitment and risk undertaken by Ontario and its
22 partners. (Jeske Decl., ¶ 15).

23 These efforts illustrate the parties' past and continuing good faith commitment to
24 optimize the beneficial use of Chino Basin resources. This Court's approval of the Peace II
25 measures as submitted by Watermaster is critical in light of the pre-existing Basin
26 improvement measures invested in by parties such as Ontario for the benefit of the entire
27 Basin, and the continuing implementation of those measures, together with the financial
28 commitments made by these parties for many years to come. For example, the bonds issued

1 by the CDA in 2004 totaling \$110,500,000 will be paid by the consumers of water in the Basin
2 through June 1, 2035. (Jeske Decl., ¶ 9).

3 Ontario also submits that the contemplated benefits of the Peace II process are
4 equitable, fair, proportionate and justified. Among other things, a socio-economic report was
5 prepared by Dr. David Sunding of the University of California at Berkeley ("Socio-Economic
6 Report").³ This report concluded that, *inter alia*, all parties benefited from adoption of the
7 Peace II measures. Ontario agrees that implementation of the Peace II measures will improve
8 Basin management and benefit all parties. Among other things, the implementation of the
9 Peace II measures will enhance the availability of local water supplies through additional use
10 of recycled water and desalination facilities, enhanced recharge, improved water quality, and
11 minimizing water losses to the Santa Ana River, thus decreasing future reliance on imported
12 water supplies.

13 Consistent with comments made by the parties throughout the Peace 2 process,
14 Dr. Sunding prepared multiple scenarios to give a comprehensive view of the contemplated
15 Peace II costs and benefits. Among other things, Dr. Sunding's revised model considered
16 results on a per capita and per acre-foot basis; replacing Tier 2 water purchases with Tier 1
17 water purchases at the lower MWD rate; varying the share of the desalter replenishment
18 obligation attributed to the appropriate pool in the baseline case, and other alternative
19 scenarios. (Jeske Decl., ¶ 16). Viewing the contemplated costs and benefits from a
20 perspective that considers multiple scenarios reveals a fair and equitable distribution of
21 benefits, confirming that all parties are demonstrably better off by adopting the negotiated
22 solution achieved by the Peace II process. (Jeske Decl., ¶ 17).

23 Ontario supports this Court's approval of the Peace II measures, and Ontario is
24 confident that the measures contemplated therein are in the best long-term interest of the
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³ The Socio-Economic Report is included as Attachments "B" and "C" to Resolution 07-05 of the Watermaster's Motion for Approval of Peace II Documents.

1 parties and the Basin. Ontario joins in Watermaster's motion for approval of the Peace II
2 documents.

3
4 DATED: November 15, 2007

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Alfred E. Smith

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7
8 By: 

Alfred E. Smith

Attorneys for City of Ontario

1 DECLARATION OF KENNETH L. JESKE

2 I, KENNETH L. JESKE, declare:

3 1. I am the Director of Public Works/Community Services for the City of
4 Ontario. I was personally involved in the negotiation and development of the documents and
5 agreements set forth in the Peace I and Peace II measures.

6 2. I have personal knowledge of the following facts, and if called upon to
7 testify, I could and would competently testify thereto.

8 3. The Peace I Agreement entered into on June 29, 2000, established
9 various obligations through which the parties agreed to proceed with implementation of the
10 court-ordered Optimum Basin Management Program ("OBMP"), which guides the development
11 and maximum beneficial utilization of water resources in the Chino Groundwater Basin
12 ("Basin"). Among other things, the OBMP and Peace Agreement set forth specific criteria for
13 groundwater recharge and replenishment, storage and recovery, transfers, subsidence
14 management and monitoring. The Peace I Agreement also specifically noted the need for
15 desalters, as many decades of agricultural and industrial use left the southern portion of the
16 aquifer contaminated with high levels of total dissolved solids and nitrates, rendering much of
17 that water non-potable.

18 4. The Peace I Agreement discussed expansion of the existing Chino I
19 Desalter and the proposed construction of the Chino II Desalter and discussed other future
20 proposed desalters. The Peace I Agreement discussed the sources of the replenishment
21 water to be used for the Desalters, as well as the terms and conditions for the purchase and
22 sale of the desalted water.

23 5. Watermaster, the City of Ontario and other parties to the Judgment have
24 demonstrated a pro-active, continuing, good faith commitment to effectively and collaboratively
25 manage the crucial water supply of the Chino Basin for the long-term benefit of the Basin and
26 the parties. Consistent with implementation of the OBMP and the Peace I Agreement, the City
27 of Ontario and certain other parties undertook substantial financial commitment and risk to
28 construct and operate the Desalters. For example, Ontario is a member of the Chino Basin

1 Desalter Authority ("CDA"). The CDA was formed under a Joint Exercise of Powers
2 Agreement on September 25, 2001. Ontario is also a member of the Inland Empire Utilities
3 Agency ("IEUA") reclaimed water, recharge and distribution program, which also assumed
4 risks and costs to enhance water supply and lessen future demand for imported water.

5 6. Consistent with the OBMP, the Santa Ana Watershed Project Authority
6 ("SAWPA"), specifically a project committee of IEUA, Orange County Water Agency and
7 Western Municipal Water District ("WMWD") planned, designed, and constructed the first
8 phase of the Chino I Desalter, which began the reversal of groundwater contamination through
9 the removal of thousands of tons of salts annually. Anticipating Basin re-operation (in order
10 to implement basin hydraulic controls required by the State Regional Water Quality Control
11 Board ("RWQCB")), and understanding the need for the measures to be contained in Peace II,
12 the CDA voluntarily took over the ownership and operation of the Chino I Desalter and
13 designed and constructed the expansion to Desalter I and the Desalter II. Other members of
14 the CDA include Jurupa Community Services District ("Jurupa"), the Santa Ana River Water
15 Company, the Cities of Chino, Chino Hills, Norco and IEUA.

16 7. The CDA jointly exercises powers to own, operate and maintain desalter
17 facilities in the Basin, including the Chino I and II Desalters and potentially future desalters
18 required by Peace II and the RWQCB. Groundwater in the southern portion of the Basin is
19 high in salts and nitrates. The CDA works to treat this brackish groundwater extracted from
20 the lower Chino Basin with desalter facilities and to distribute the treated potable water to
21 member agencies. Consistent with the Peace II measures before the Court, the Santa Ana
22 River Basin Plan approved by the Santa Ana Regional Water Quality Control Board ("Basin
23 Plan") indicated that hydraulic control and groundwater quality improvement projects should be
24 implemented to prevent degradation of adjacent downstream water supplies, and in particular,
25 the Santa Ana River, and to reuse reclaimed water in the Chino Basin.

26 8. The CDA facilities work to control and manage the outflow of groundwater
27 high in salts and nitrates from the Basin into the Santa Ana River, and to reclaim the lower
28 Chino Basin groundwater as a potable water resource. According to the CDA's 2005 Urban

1 Water Management Plan, as much as 40,000 acre feet of groundwater each year will need to
2 be extracted from the lower Basin to maintain hydraulic control. This will be done through a
3 series of well fields along an east-west line at the south end of the Basin. By treating the
4 contaminated water for potable use through desalination, not only will the extracted water
5 provide a reliable water supply, but it will also reverse degradation of water quality and provide
6 hydraulic control in the south end of the Basin, allow the reuse of reclaimed water in the Basin,
7 and reduce the necessity for imported water. Ontario's participation in the CDA has thus
8 provided a substantial benefit to all parties and the entire Basin.

9 9. In connection with its participation with the CDA, Ontario has undertaken
10 significant financial commitments, risks, and incurred lost bonding opportunities. For example,
11 bonds were issued by the CDA in 2004 totaling \$110,500,000 due June 1, 2035. The bonds
12 were issued to refinance the 2002 Chino I Desalter Project and to construct expansion
13 facilities. Ontario alone issued bonds in the amount of \$22,000,000. These bonds must be
14 repaid by the City's customers and are incorporated in the City's water rates.

15 10. In addition, Ontario assumed the risk of entering into a take-or-pay water
16 supply contract for Desalter water with an obligation of 5,000 acre-feet per year. For a variety
17 of reasons, including an anticipated \$250 per acre-foot subsidy that failed to materialize, the
18 cost actually paid by the City of Ontario for this water is approximately \$633 per acre-foot, not
19 \$375 per acre-foot as originally contemplated. This cost must also be born by the City's
20 customers in the City's water rates.

21 11. Ontario has also participated in the development and construction of a
22 regional reclaimed water treatment and delivery system and has constructed and will construct
23 millions of dollars of reclaimed water distribution. As a partner in the IEUA regional program,
24 Ontario has participated in funding recharge facility construction and maintenance and regional
25 transmission mains. Costs of reclaimed water are born by the City's customers in the City
26 water and sewer rates.

27 12. In 2004, the parties began the process of conducting the five-year review
28 of the Peace Agreement and OBMP Implementation. Among other things, this review

1 addressed certain items that were deferred under the Peace I Agreement. At the time the
2 Peace I Agreement was executed and approved by this Court, certain OBMP implementation
3 elements, including the question of future desalters, were not considered ripe for discussion
4 by all parties. Since the Desalter II and Desalter I expansions were still in the planning stages
5 in 2000, the parties agreed to defer the specific terms and conditions for implementing the next
6 increment of desalting capacity.

7 13. Although these items were deferred, the good stewardship of the parties
8 continued. Ontario and certain other parties pro-actively expended substantial funds in good
9 faith, before completion of the Peace II process, in reliance on the commitments made as part
10 of the Peace I Agreement, the actions of the RWQCB, and premised on this Court's approval
11 of the Peace II measures.

12 14. For example, in 2007, Ontario entered into a three-party cost-sharing
13 agreement with WMWD and Jurupa Community Services District ("Jurupa"). This inter-agency
14 agreement involves the sharing of costs in connection with the Chino Desalter Phase III. If
15 completed, the total Desalter Phase III project could total approximately \$100 million. Ontario
16 entered into this Agreement consistent with the RWQCB Basin Plan, the Peace I Agreement
17 and the OBMP which require additional desalting and basin hydraulic control facilities.

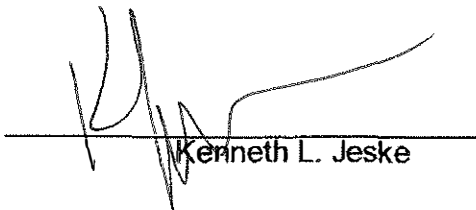
18 15. Absent these proposed facilities, the Basin will lose water to outflow to the
19 Prado Basin/Santa Ana River. This would impact downstream uses, possibly resulting in the
20 Regional Water Quality Control Board's eliminating the ability to use and recharge recycled
21 water. The ability to use recycled water is critical to the Peace II process, and the future
22 expansion of desalting capacity was agreed to in the Peace I Agreement. The Chino Desalter
23 Phase III is an outcome of the Peace I process and the Peace II measures approved by the
24 parties and currently pending before this Court. By participating regionally with WMWD and
25 Jurupa as partners, the entire Basin and all parties, including agricultural and downstream
26 users, benefit from improved water quality and an expanded local water supply to meet
27 demand increases. It would not be possible to achieve the benefits of hydrologic containment
28

1 and basin re-operation without the Desalters and the good faith financial commitment of
2 Ontario and its partners.

3 16. I was a participant in the socio-economic work group that was formed at
4 the direction of the Watermaster, and I reviewed the socio-economic report and the revisions
5 thereto prepared by Dr. David Sunding of the University of California at Berkeley ("Socio-
6 Economic Report"). Dr. Sunding's revised model considered multiple scenarios, including
7 results on a per capita and per acre-foot basis; replacing Tier 2 water purchases with Tier 1
8 water purchases at the lower MWD rate; varying the share of the desalter replenishment
9 obligation attributed to the appropriative pool in the baseline case; considering increases in
10 effective recycled water prices due to the long-run average cost of recycled water
11 infrastructure improvements; and other alternatives.

12 17. Based on my active involvement in the negotiation and development of the
13 Peace I and Peace II measures and my involvement in the socio-economic work group, it is my
14 professional opinion that the full suite of Peace 2 measures submitted by Watermaster to this
15 Court represent a fair, equitable, proportionate and justified distribution of costs and benefits,
16 whereby all parties will be demonstrably better off by this Court's approval of the Peace II
17 measures.

18
19 I declare under penalty of perjury under the laws of the United States of
20 America that the foregoing is true and correct. Executed on November 15, 2007, in San
21 Bernardino County, California.

22
23
24 
Kenneth L. Jeske

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 November 15, 2007 I served the following:

1) JOINDER OF CITY OF ONTARIO IN SUPPORT OF MOTION FOR APPROVAL OF PEACE II DOCUMENTS AND DECLARATION OF KENNETH JESKE

BY MAIL: in said cause, by placing a true copy thereof enclosed with postage thereon fully 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.

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.

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 November 15, 2007 in Rancho Cucamonga, California.



Janine Wilson
Chino Basin Watermaster

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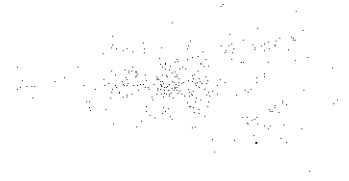
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