

**LA HABRA HEIGHTS COUNTY
WATER DISTRICT**

SPECIAL BOARD MEETING

NOVEMBER 18, 2025

**AGENDA FOR SPECIAL MEETING
BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
November 18, 2025 @ 5:30 PM**

- 1. Roll call of Directors by Secretary**
- 2. Notation of staff members and others present**
- 3. Public Communications** (Comments will be limited to 3 minutes)
- 4. Directors Report – Individual, Subcommittees and/or Attended Events**
- 5. Consent Items:** It is recommended these items be acted upon simultaneously unless separate discussion or action is requested by a member of the public or a Director.
 - a. Minutes of regular Board meeting for October 28, 2025 (approve)
 - b. Financial Reports – October 2025 (approve)
- 6. Approval of warrants and authorize signatures per warrant list**
- 7. Report from Superintendent**
- 8. Report and recommendations of General Manager:**
 - a. Discuss and Approve - Termination of Agreement between LHHCWD and Water Replenishment District (WRD) for (1) Reimbursement of costs related to Environmental Compliance Services and (2) MOU for the United States Community Grant Program
 - b. Discuss – Monthly PFAS update
 - c. Discuss – Report on settlement of claim against Covarrubias Construction regarding construction damages at Eseverri Lane and Hacienda Road
- 9. Closed Session**
 - a. **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION**
Initiation of litigation pursuant to § 54956.9(c): One potential case.
- 10. Adjournment**

Any documents that are provided to the Board of Directors regarding items on this agenda less than 72 hours prior to this meeting will be available for public inspection at the front counter of the District office located at 1271 N. Hacienda Road, La Habra Heights, California 90631

MINUTES

MINUTES OF THE REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
October 28, 2025

A regular meeting of the Board of Directors of La Habra Heights County Water District was held on October 28, 2025, at 4:00 p.m., at the office of the District, located at 1271 North Hacienda Road, La Habra Heights.

Item 1. Roll call of Directors by Secretary/General Manager, Joe Matthews.

PRESENT: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

ABSENT: None

Item 2. Staff members and others present. Staff: Joe Matthews, Secretary/General Manager. Others present: Michael Silander, District Counsel, Shawn Harkness with CV Strategies, Michael Holtorf and Mike Parra, Highroad IT.

Item 3. Public Communications – None

Item 4. Directors Report – Individual, Subcommittees and/or Attended Events.

Director McVicar discussed a cyber security story that aired on 60 Minutes and our draft Local Hazard Mitigation Plan.

Director Baroldi discussed our draft Local Hazard Mitigation Plan.

Director Cooke recapped meeting with members of Orchard Dale Water District's Board of Directors regarding our progress with PFAS treatment.

Item 5. a. Minutes of Regular Board meeting for September 23, 2025. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to approve minutes, with a minor punctuation correction. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 5 b. & c. Financial Reports September 30, 2025, and Status of Investment September 2025. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to approve financial reports and status of investment with minor corrections to dates on reports listed on agenda. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 6. Approval of warrants and authorized signatures per warrant list. After discussion, there was a motion made by Director McVicar and seconded by Director Baroldi that warrant numbers 48136 through 48206 in the amount of \$445,282.08 and EFT transfers in the amount of \$14,669.38 be approved and signatures be authorized. Warrant number 47998 was voided. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 7. Report of Superintendent. The general manager stated four service leaks were repaired and W. A. Rasic installed a new two-inch service for a new customer. Nobel systems trained our field staff on our GIS mapping system. They are finalizing the last entries of our valve program to have it current moving forward. Dive/Corr Inc. completed Reservoir 10A's annual warranty inspection after the rehabilitation. Our field staff completed an OSHA approved AC pipe training class. JPIA provided in-office training for the field staff on trench shoring.

Item 8.a. Discuss and Approve - Emerson and Highroad IT SCADA upgrade project proposals. After discussion, there was a motion by Director McVicar and seconded by Director Perumean to approve proposals with a limit for Emerson's software license renewals not to exceed \$10,000.00 annually. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

(Tammy Wagstaff, Treasurer entered the meeting before the start of the next item)

Item 8.b. Discuss and adopt Resolution 25-09 Accounting Policy and Procedure. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to adopt resolution. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 8.c. Discuss and approve changing the regularly scheduled November Board meeting to a special meeting on another day of the month. After discussion, there was a motion by Director McVicar and seconded by Director Cooke to move the meeting to Tuesday, November 18, 2025, at 5:30pm making it a special board meeting. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 8.d. Discuss Reservoir 10A warranty. The general manager provided an update on Reservoir 10A warranty.

Item 8.e. General Manager report on PFAS. The general manager provided an update on PFAS.

(closed session began at 4:27 p.m. and ended at 5:05 p.m.)

Item 9.a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Initiation of litigation pursuant to § 54956.9(c): one case. No reportable action was taken

Item 9.b. THREAT TO PUBLIC SERVICES OR FACILITIES (Government Code § 54957) Consultation with: Michael Silander, District Counsel. No reportable action was taken

Item 10. There being no further business to come before the Board, a motion was made by Director Cooke and seconded by Director McVicar that the meeting be adjourned at 6:06 p.m. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Dated: November 18, 2025

Brad Cooke, President

(SEAL)

Joe Matthews, Secretary

FINANCIAL REPORT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF NET POSITION

October 31, 2024 and October 31, 2025

	2024	2025
<u>ASSETS:</u>		
<u>Current Assets:</u>		
CASH-PETTY	300.00	300.00
CASH-CHECKING	1,032,636.20	1,218,947.42
CASH-SWEEP	668.12	96.42
INVESTMENT-LAIF	4,016,787.12	6,224,921.14
INVESTMENT-TREASURY BILLS	1,040,023.43	544,934.94
ACCOUNTS RECEIVABLE-WATER	468,781.83	505,074.74
ACCOUNTS RECEIVABLE-OTHER	362,717.29	382,317.17
LEASE RECEIVABLE	131,188.00	131,226.00
ACCRUED INTEREST RECEIVABLE	15,385.00	21,511.00
INVENTORY	224,143.90	296,439.32
PREPAID EXPENSES	147,252.47	161,272.98
Total Current Assets	7,452,459.60	9,487,041.13
<u>Noncurrent Assets:</u>		
<u>Capital Assets:</u>		
LAND	532,743.65	532,743.65
WATER RIGHTS	1,640,490.80	1,640,490.80
SOURCE OF SUPPLY	2,278,699.92	2,275,481.80
PUMPING PLANT	1,668,932.77	1,668,932.77
TRANSMISSION & DISTRIBUTION	26,552,921.13	28,052,424.01
GENERAL PLANT	1,663,010.78	1,666,748.78
CONSTRUCTION IN PROGRESS	1,758,527.50	468,599.68
Total Capital Assets	36,095,326.55	36,305,421.49
Accumulated Depreciation	(20,192,640.33)	(20,708,809.12)
Net Capital Assets	15,902,686.22	15,596,612.37
<u>Other Noncurrent Assets:</u>		
INVESTMENTS-CAL DOMESTIC WATER CO	591.00	591.00
LEASE RECEIVABLE	2,165,083.09	2,041,475.97
Total Other Noncurrent Assets	2,165,674.09	2,042,066.97
Total Assets	25,520,819.91	27,125,720.47
 DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from pension plan	 853,967.00	 595,613.00
DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from OPEB	199,012.00	430,354.00
Total Deferred Outflows of Resources	1,052,979.00	1,025,967.00

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF NET POSITION

October 31, 2024 and October 31, 2025

	2024	2025
LIABILITIES		
<u>Current Liabilities:</u>		
ACCOUNTS PAYABLE	629,611.19	383,311.24
DEPOSITS-CUSTOMERS	4,500.00	3,000.00
DEPOSITS-CONSTRUCTION	23,000.00	58,520.73
ACCRUED EMPLOYEE BENEFITS	121,805.03	139,854.83
NET OPEB OBLIGATION	1,076,358.00	1,450,712.00
NET PENSION LIABILITY	1,431,442.00	1,407,148.00
Total Current Liabilities	3,286,716.22	3,442,546.80
Total Liabilities	3,286,716.22	3,442,546.80
 DEFERRED INFLOWS OF RESOURCES- Deferred amounts from pension plan	176,276.00	140,658.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from OPEB	914,390.00	782,327.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from Leases	2,254,746.25	2,132,885.77
Total Deferred Inflows of Resources	3,345,412.25	3,055,870.77
 <u>Net Position:</u>		
INVESTED IN CAPITAL ASSETS, NET RELATED DEBT	15,902,686.22	15,596,612.37
UNRESTRICTED	4,038,984.22	6,056,657.53
RESTRICTED	-	-
Total Net Position	19,941,670.44	21,653,269.90

LA HABRA HEIGHTS COUNTY WATER DISTRICT
STATEMENTS OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
For Four Months Ending October 31, 2024 and October 31, 2025

	Last Year Current Month Actual 10/31/2024	Current Month Actual 10/31/2025	Last Year YTD Actual 10/31/2024	Current YTD Actual 10/31/2025	Current Budget 2025/26	Actual 10/31/2025 % of budget 2025/26 33%
Operating Revenue:	505,510.89	521,995.03	2,173,735.70	2,303,718.94	6,092,986.00	38%
Operating Expenses:						
Source of Supply	186,787.61	168,126.10	853,288.14	818,879.51	2,160,412.00	38%
Pumping	11,699.31	4,234.60	36,387.15	70,362.56	133,495.00	53%
Treatment	5,018.77	3,477.25	24,482.31	24,000.97	95,582.00	25%
Transmission & Distribution	65,813.82	42,139.28	151,044.60	165,205.13	700,407.00	24%
Customer Accounts	9,250.49	30,861.57	68,660.05	143,058.46	223,294.00	64%
Administrative and General	155,641.37	125,090.56	666,401.15	804,184.67	2,072,614.00	39%
Capital Improvements	154,511.75	154,511.75	618,047.00	618,047.00	1,874,006.00	33%
Other	6,332.74	7,556.94	31,166.93	35,072.53	98,875.00	36%
TOTAL OPERATING EXPENSES	595,055.86	535,998.05	2,449,477.33	2,678,810.83	7,358,685.00	36%
OPERATING INCOME (LOSS)	(89,544.97)	(14,003.02)	(275,741.63)	(375,091.89)	(1,265,699.00)	30%
Non-Operating Revenues	27,033.43	44,908.92	169,737.40	621,728.30	1,446,658.00	43%
Non-Operating Expenses	-	600.00	1,100.00	2,200.00	28,014.00	8%
NET NON-OPERATING REVENUES (EXPENSES)	27,033.43	44,308.92	168,637.40	619,528.30	1,418,644.00	44%
NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(62,511.54)	30,305.90	(107,104.23)	244,436.41	152,945.00	160%
SYSTEM BUY IN FEE			36,166.00	-		
CAPITAL CONTRIBUTIONS			-	-		
NET INCOME (LOSS) IN NET POSITION			(70,938.23)	244,436.41		
NET POSITION-BEGINNING OF YEAR			20,012,608.67	21,408,833.49		
NET POSITION-END OF PERIOD			19,941,670.44	21,653,269.90		

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF REVENUE AND EXPENSES

For Four Months Ending October 31, 2024 and October 31, 2025

	Last Year Current Month Actual 10/31/2024	Current Month Actual 10/31/2025	Last Year YTD Actual 10/31/2024	Current YTD Actual 10/31/2025	Current Budget 2025/26	Actual 10/31/2025 % of budget 2025/26 33%
OPERATING REVENUES						
SALES-WATER	283,537.78	287,697.08	1,290,164.65	1,369,215.65	3,289,482.00	42%
SALES-READINESS TO SERVE	216,506.52	229,895.50	862,525.75	918,977.16	2,733,327.00	34%
SALES-MISCELLANEOUS	5,466.59	4,402.45	21,045.30	15,526.13	35,854.00	43%
LEASE-WATER RIGHTS	-	-	-	-	34,323.00	0%
TOTAL OPERATING REVENUES	505,510.89	521,995.03	2,173,735.70	2,303,718.94	6,092,986.00	38%
OPERATING EXPENSES						
PURCHASED WATER	5,929.20	2,751.29	19,815.44	12,568.38	271,633.00	5%
GROUND WATER REPLENISHMENT ASSMT	103,590.85	91,340.26	465,894.44	469,159.06	1,103,284.00	43%
POWER	77,267.56	74,034.55	367,578.26	337,152.07	785,495.00	43%
TOTAL SOURCE OF SUPPLY	186,787.61	168,126.10	853,288.14	818,879.51	2,160,412.00	38%
LABOR-PUMPING	3,830.72	4,027.14	18,463.17	16,046.79	66,869.00	24%
MAINTENANCE-PUMPING	7,868.59	207.46	17,923.98	54,315.77	66,626.00	82%
TOTAL PUMPING	11,699.31	4,234.60	36,387.15	70,362.56	133,495.00	53%
MAINT & LABOR-TREATMENT	5,018.77	3,477.25	24,482.31	24,000.97	95,582.00	25%
TOTAL TREATMENT	5,018.77	3,477.25	24,482.31	24,000.97	95,582.00	25%
LABOR-TRANS & DISTRIBUTION	19,305.06	21,100.82	73,346.12	84,340.95	287,603.00	29%
MAINT-TRANS & DISTRIBUTION	12,725.58	1,297.14	31,884.82	32,896.60	208,926.00	16%
JOINT FACILITIES-WELL, LM CONDUIT&RES	70,746.52	23,365.78	112,184.83	109,144.84	423,601.00	26%
ORCHARD DALE PORTION	(36,963.34)	(3,624.46)	(66,371.17)	(61,177.26)	(219,723.00)	28%
TOTAL TRANSMISSION&DISTRIBUTION	65,813.82	42,139.28	151,044.60	165,205.13	700,407.00	24%
LABOR&MAINT-CUSTOMER ACCOUNTS	9,250.49	30,861.57	68,660.05	143,058.46	219,817.00	65%
UNCOLLECTIBLE ACCOUNTS	-	-	-	-	3,477.00	0%
TOTAL CUSTOMER ACCOUNTS	9,250.49	30,861.57	68,660.05	143,058.46	223,294.00	64%
TOTAL OTHER OPERATING EXPENSES	91,782.39	80,712.70	280,574.11	402,627.12	1,152,778.00	35%
TOTAL SOURCE OF SUPPLY & OPERATING EXPENSES	278,570.00	248,838.80	1,133,862.25	1,221,506.63	3,313,190.00	37%
ADMINISTRATIVE & GENERAL EXPENSES						
LABOR-FIELD-SICK,VAC,HOLIDAY	5,085.27	4,698.59	20,185.01	24,865.19	84,398.00	30%
WAGES-MANAGEMENT	8,870.20	14,538.46	46,135.47	46,180.61	160,333.00	29%
WAGES-OFFICE	11,874.21	20,529.86	69,402.56	92,439.38	296,733.00	31%
WAGES-MGMT&OFFICE-SICK,VAC,HOLIDAY	7,061.82	4,989.25	20,733.80	24,950.97	99,073.00	25%
OFFICE SUPPLIES	2,553.99	2,651.26	9,741.92	9,995.58	29,511.00	34%
AUTO SERVICE	12,185.21	6,507.36	27,116.44	17,355.54	52,399.00	33%
BANK SERVICE CHARGE	574.41	1,737.26	1,798.11	6,567.35	11,052.00	59%
DUES & SUBSCRIPTIONS	-	60.00	21,716.39	24,693.93	43,107.00	57%
BUILDING SERVICE	9,496.51	1,634.13	16,011.88	6,574.96	22,609.00	29%
OFFICE EQUIPMENT MAINT	781.72	5,027.44	6,290.04	20,835.60	37,112.00	56%
PROFESSIONAL SERVICES	27,801.50	2,061.26	52,456.00	50,960.75	126,760.00	40%
EDUCATION & MEETINGS	488.31	1,753.90	3,774.42	4,741.52	17,894.00	27%

LA HABRA HEIGHTS COUNTY WATER DISTRICT

STATEMENTS OF REVENUE AND EXPENSES

For Four Months Ending October 31, 2024 and October 31, 2025

	Last Year Current Month Actual 10/31/2024	Current Month Actual 10/31/2025	Last Year YTD Actual 10/31/2024	Current YTD Actual 10/31/2025	Current Budget 2025/26	Actual 10/31/2025 % of budget 2025/26 33%
LEGAL	5,937.50	2,475.00	19,475.00	10,025.00	61,712.00	16%
UTILITIES	5,973.65	6,088.84	31,317.99	30,368.71	109,604.00	28%
ENGINEERING	3,610.00	1,982.50	7,775.00	63,647.50	66,949.00	95%
INSUR-AUTO,LIABILITY&PROPERTY	12,364.88	11,628.89	42,915.36	48,774.71	154,417.00	32%
INSUR-GROUP HEALTH & LIFE	17,041.04	18,867.31	67,972.26	75,469.50	229,403.00	33%
EMPLOYEE WORKERS COMPENSATION	131.85	347.84	8,288.68	7,404.56	30,356.00	24%
DENTAL	720.00	831.20	6,628.32	2,759.68	12,754.00	22%
RETIREMENT-CALPERS	16,855.63	4,924.56	43,533.35	49,146.21	164,700.00	30%
RETIREMENT-DEFERRED COMP	1,518.00	1,676.86	6,850.87	7,664.97	22,828.00	34%
RETIREMENT-CALPERS UNFUND ACCR LIAB	-	-	108,463.00	135,260.00	139,783.00	97%
MAINTENANCE-GENERAL PLANT	4,715.67	10,078.79	27,819.28	43,502.45	99,127.00	44%
CAPITAL IMPROVEMENTS	154,511.75	154,511.75	618,047.00	618,047.00	1,874,006.00	33%
PROPERTY TAXES	444.74	428.67	2,327.35	2,330.62	5,630.00	41%
PAYROLL TAXES	5,888.00	7,128.27	28,839.58	32,741.91	93,245.00	35%
TOTAL ADMIN & GENERAL EXP	316,485.86	287,159.25	1,315,615.08	1,457,304.20	4,045,495.00	36%
TOTAL OPERATING EXPENSES	595,055.86	535,998.05	2,449,477.33	2,678,810.83	7,358,685.00	36%
OPERATING INCOME (LOSS)	(89,544.97)	(14,003.02)	(275,741.63)	(375,091.89)	(1,265,699.00)	30%
NONOPERATING REVENUES						
INTEREST INCOME	15,897.97	33,307.55	78,652.91	113,335.78	268,764.00	42%
PROPERTY TAX INCOME	-	-	37,558.01	25,344.22	1,036,498.00	2%
RENT/LEASE INCOME	10,155.04	10,155.04	41,924.42	42,456.94	127,274.00	33%
OIL ROYALTIES	980.42	776.33	4,044.56	3,151.18	12,133.00	26%
MISCELLANEOUS INCOME	-	670.00	-	437,814.17	1,989.00	0%
GAIN ON ASSET SOLD	-	-	7,557.50	(373.99)	-	0%
TOTAL NONOPERATING REVENUES	27,033.43	44,908.92	169,737.40	621,728.30	1,446,658.00	43%
NONOPERATING EXPENSES						
LOSS ON INVESTMENT	-	-	-	-	-	0%
DIRECTORS FEES	-	600.00	1,100.00	2,200.00	9,900.00	22%
DIRECTORS EXPENSES	-	-	-	-	4,481.00	0%
ELECTION	-	-	-	-	13,633.00	0%
TOTAL NONOPERATING EXPENSES	-	600.00	1,100.00	2,200.00	28,014.00	8%
NET NONOPER REVENUES(EXPENSES)	27,033.43	44,308.92	168,637.40	619,528.30	1,418,644.00	44%
NET INCOME (LOSS) IN NET POSTION	(62,511.54)	30,305.90	(107,104.23)	244,436.41	152,945.00	160%

WARRANTS

La Habra Heights County Water District
AP Check Register (Current by Bank)

Check No. Date Status* Vendor ID Payee Name Amount

BANK ID: 13100 - EFT TRANSFERS

1003033053	10/22/25	M	0130	CALPERS	\$4,896.54
1003033054	10/22/25	M	0130	CALPERS	\$2,096.78
1003042872	11/05/25	M	0130	CALPERS	\$4,967.95
1003042873	11/05/25	M	0130	CALPERS	\$2,061.51
BANK 13100 REGISTER TOTAL:					\$14,022.78

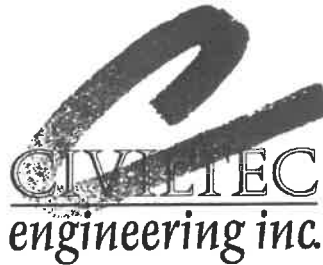
BANK ID: 13110 - CHECKING- WELLS FARGO

48207	10/28/25	P	0139	ACWA/JPIA	\$106,008.30
48208	10/28/25	P	0013	CANNINGS HARDWARE	\$27.18
48209	10/28/25	P	0588	CARDMEMBER SERVICE	\$1,413.53
48210	10/28/25	P	0014	CENTRAL BASIN MWD	\$2,751.29
48211	10/28/25	P	0441	CINTAS CORPORATION	\$75.92
48212	10/28/25	P	0145	CIVILTEC ENGINEERING INC	\$1,982.50
48213	10/28/25	P	0118	COUNTRY COUSINS FLOWER SHOP	\$119.35
48214	10/28/25	P	0389	FRONTIER COMMUNICATIONS	\$900.00
48215	10/28/25	P	0522	FULLERTON FORD	\$390.18
48216	10/28/25	P	0569	GOTO COMMUNICATIONS, INC.	\$93.40
48217	10/28/25	P	0447	IVAN RAMIREZ	\$60.00
48218	10/28/25	P	0205	JOE MATTHEWS	\$98.95
48219	10/28/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,369.04
48220	10/28/25	P	0593	MICHAEL TAFOLLA	\$86.26
48221	10/28/25	P	0503	MICHELLE SAVAGE	\$213.60
48222	10/28/25	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$190.47
48223	10/28/25	P	0187	PLAINSITE BUSINESS SYSTEMS, INC	\$413.25
48224	10/28/25	P	0415	SAMUEL MUNOZ	\$425.00
48225	10/28/25	P	0147	SAN GABRIEL VALLEY WATER CO	\$55.17
48226	10/28/25	P	0229	SOUTH COAST AQMD	\$736.57
48227	10/28/25	P	0068	SOUTHERN CALIF EDISON CO	\$15,958.19
48228	10/28/25	P	0448	SURESHINE CARE & RESTORATION	\$950.00
48229	10/28/25	P	0243	TAMMY WAGSTAFF	\$491.20
48230	10/28/25	P	0486	TAMMY WAGSTAFF (PETTY CASH)	\$116.11
48231	10/28/25	P	0386	VERIZON WIRELESS	\$75.10
48232	10/28/25	P	0577	WARE DISPOSAL	\$331.13
48233	10/28/25	P	0094	WECK LABORATORIES, INC	\$1,504.00
48234	11/05/25	P	0519	GK CONSULTING	\$1,235.00
48235	11/05/25	P	0068	SOUTHERN CALIF EDISON CO	\$58,705.10
48236	11/05/25	P	0595	W. A. RASIC CONSTRUCTION	\$17,198.25
48237	11/12/25	P	0116	ACWA-JPIA	\$19,084.57
48238	11/12/25	P	0385	ADMIRAL PEST CONTROL	\$203.00
48239	11/12/25	P	0353	ARCO BUSINESS SOLUTIONS	\$2,297.08
48240	11/12/25	P	0354	BEST LAWNMOWER, INC	\$190.44
48241	11/12/25	P	0013	CANNINGS HARDWARE	\$156.15
48242	11/12/25	P	0441	CINTAS CORPORATION	\$75.92
48243	11/12/25	P	0558	CONEXWEST	\$228.86
48244	11/12/25	P	0164	EXCEL TELEMESSAGING	\$150.00
48245	11/12/25	P	0389	FRONTIER COMMUNICATIONS	\$104.06
48246	11/12/25	P	0569	GOTO COMMUNICATIONS, INC.	\$326.93
48247	11/12/25	P	0099	GRAINGER INC	\$36.52
48248	11/12/25	P	0369	HIGHROAD INFO TECHNOLOGY	\$5,895.00
48249	11/12/25	P	0153	HOME DEPOT CR SERVICES	\$1,337.38
48250	11/12/25	P	0252	INFOSEND, INC	\$1,636.80
48251	11/12/25	P	0447	IVAN RAMIREZ	\$180.00
48252	11/12/25	P	0545	J. RODRIGUEZ TREE CARE MAINT.	\$1,500.00
48253	11/12/25	P	0571	JULIUS CERVANTES	\$250.00

La Habra Heights County Water District
AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
48254	11/12/25	P	0133	KONICA MINOLTA	\$133.03
48255	11/12/25	P	0579	KONICA MINOLTA BUSINESS SOL.	\$74.41
48256	11/12/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,372.86
48257	11/12/25	P	0430	MICHAEL SILANDER	\$2,775.00
48258	11/12/25	P	0503	MICHELLE SAVAGE	\$126.40
48259	11/12/25	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$213.06
48260	11/12/25	P	0258	S&J SUPPLY CO, INC	\$254.73
48261	11/12/25	P	0470	SALINAS TIRES & WHEELS	\$3,311.27
48262	11/12/25	P	0147	SAN GABRIEL VALLEY WATER CO	\$43.41
48263	11/12/25	P	0068	SOUTHERN CALIF EDISON CO	\$17,538.33
48264	11/12/25	P	0592	SUNSTATE EQUIPMENT	\$1,472.22
48265	11/12/25	P	0427	TPX COMMUNICATIONS	\$4,323.38
48266	11/12/25	P	0078	UNDERGROUND SERVICE ALERT	\$262.00
48267	11/12/25	P	0268	UNIVAR USA, INC	\$1,891.05
48268	11/12/25	P	0562	VERIZON	\$508.83
48269	11/12/25	P	0386	VERIZON WIRELESS	\$877.20
48270	11/12/25	P	0016	WATER REPLENISHMENT DISTRICT	\$119,342.98
48271	11/12/25	P	0094	WECK LABORATORIES, INC	\$643.00
48272	11/13/25	P	0211	DIVE/CORR, INC	\$4,200.00
48273	11/13/25	P	0036	EPM POWER & WATER SOLUTIONS	\$11,880.75
BANK 13110 REGISTER TOTAL:					\$422,870.66
GRAND TOTAL :					\$436,893.44

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT** Denotes broken check sequence.



Civil, Water, Wastewater, Drainage and Transportation Engineering
Construction Management • Surveying
California • Arizona

October 21, 2025

La Habra Heights County Water District
1271 North Hacienda Road
La Habra Heights, CA 90631

Attention: Joe Matthews, General Manager

Subject: Engineering Activities for the Month of **September 2025**
Invoice Backup Support - Billing Period through October 3, 2025

Dear Mr. Matthews:

The La Habra Heights County Water District requires Engineering Support from **CIVILTEC engineering, inc. (Civiltec)** at times on various projects. This work is provided on a time and materials basis when requested and directed by LHHCWD management. Following is an explanation of time spent backing up the **September 2025** invoicing. The numbering system is the **Civiltec** project number and tracking system.

2025143.00 – General Engineering Support FY25-26. This project has been established to aid the District in general engineering inquiries, participate in meetings, hydraulic modeling and calibration and overall engineering support. The total budget for General Engineering Support has been established at \$25,000.00 for each Fiscal Year. Below is an accounting of expenditures under this **Civiltec** job number for FY 2025-26.

There were no expenditures in September 2025. The remaining budget is \$25,000.00.

2025144.00 – Engineering Fire flow Modeling FY25-26. This project has been established to aid the District with computer model simulations for fire flow requests by LHHCWD customers. Below is an accounting of expenditures under this **Civiltec** job number for FY 2025-26.

There were expenditures in the month of September 2025 totaling \$1,717.50. We have set up project numbers per fire flow simulation. We are using this main number 2025144 and have put on extensions starting with .01 for the first request.

2025144.05 Fire Flow Modeling - 1457 Popenoe Road	\$597.50
2025144.06 Fire Flow Modeling -1095 Avocado Crest Rd	\$560.00
2025144.07 Fire Flow Modeling -1922 Skyline Vista Dr	\$560.00



2022169.00 – Well No. 12 Well Siting Study. LHHWCWD plans to drill a new well in the Judson Well Field. The overall budget for the project is \$157,770.00. There were no expenditures in September 2025. The District is currently considering the destruction of Well No. 9 and civil improvements to the Well No. 9 discharge pit. The remaining budget is \$27,946.50.

2024807.00 – PFAS Grant Application. LHHWCWD is working with WRD to secure grant funding for a new PFAS Treatment Plant. Grace Kast is preparing the grant funding applications to WRD and assisting with the EPA grant. *Civiltec* staff is supporting Ms. Kast with as needed cost estimating and preparing exhibits. The budget established for the *Civiltec* effort is \$15,915.00. There were no expenditures in the month of September 2025. The remaining budget is \$906.25.

2024814.00 – PFAS Treatment Plant Design. We have stopped the development of the final design documents until proposals from treatment systems suppliers are received, a supplier selected, and supplier equipment data sheets obtained. This approach will allow the project team to have in hand the supplier's equipment submittals for incorporation into the final design documents and the procurement schedule which will provide the ability to better forecast the required timing of obtaining a general contractor for installation. We are on standby awaiting the District's decision to move forward with the RFP. The budget established for the *Civiltec* effort is \$421,360.00. There were no expenditures in the month of September 2025 totaling. The remaining budget is \$111,427.00.

2023149.00 – Reservoir 10A Rehabilitation. The Reservoir 10A project is complete and was placed into service in mid October 2024. The Notice of Completion has been signed by all parties and was recorded in November 2024. The overall budget is \$140,430.00. The one year warranty inspection has been scheduled with Dive Corr. *Civiltec* has assisted with communication with PRT and researched the project files for any notes on potential concerns left over from construction. There were expenditures in the month of September 2025 totaling \$265.00. The remaining budget is \$1,926.25.

I hope this information helps with your processing of the project invoices. Please let me know if you have any questions.

Very truly yours,

CIVILTEC engineering, inc.

A handwritten signature in dark ink, appearing to read 'W. David Byrum', is written over a horizontal line.

W. David Byrum, P.E.
President, Principal Engineer

Michael Silander

Attorney at Law

3625 E. Thousand Oaks Blvd., Suite 224

Westlake Village, CA 91362

INVOICE

DATE: NOVEMBER 1, 2025

TO:

La Habra Heights County Water District

1271 Hacienda Road

La Habra Heights, CA 90631

PLEASE REMIT PAYMENT TO:

Michael Silander

3625 E. Thousand Oaks Blvd., Suite 224

Westlake Village, CA 91362

SPECIFICATIONS:

LHHCWD/TOTAL

Invoice for legal services rendered in October 2025.

OK to Pay

MATTER	HOURS	AMOUNT
Transactional - General	12.2	\$1,525.00
Retainer	Flat fee	\$1,250.00
		TOTAL: \$2,775.00

Please make all checks payable to Michael Silander

If you have any questions concerning this invoice,

please email michael@silanderlaw.com or call 805-490-9247

REPORT OF SUPERINTENDENT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: 11/10/25

TO: JOE MATTHEWS, GENERAL MANAGER

& BOARD OF DIRECTORS

FROM: IVAN RAMIREZ, SUPERINTENDENT

SUBJECT: SUPERINTENDENT'S REPORT FOR NOVEMBER 2025

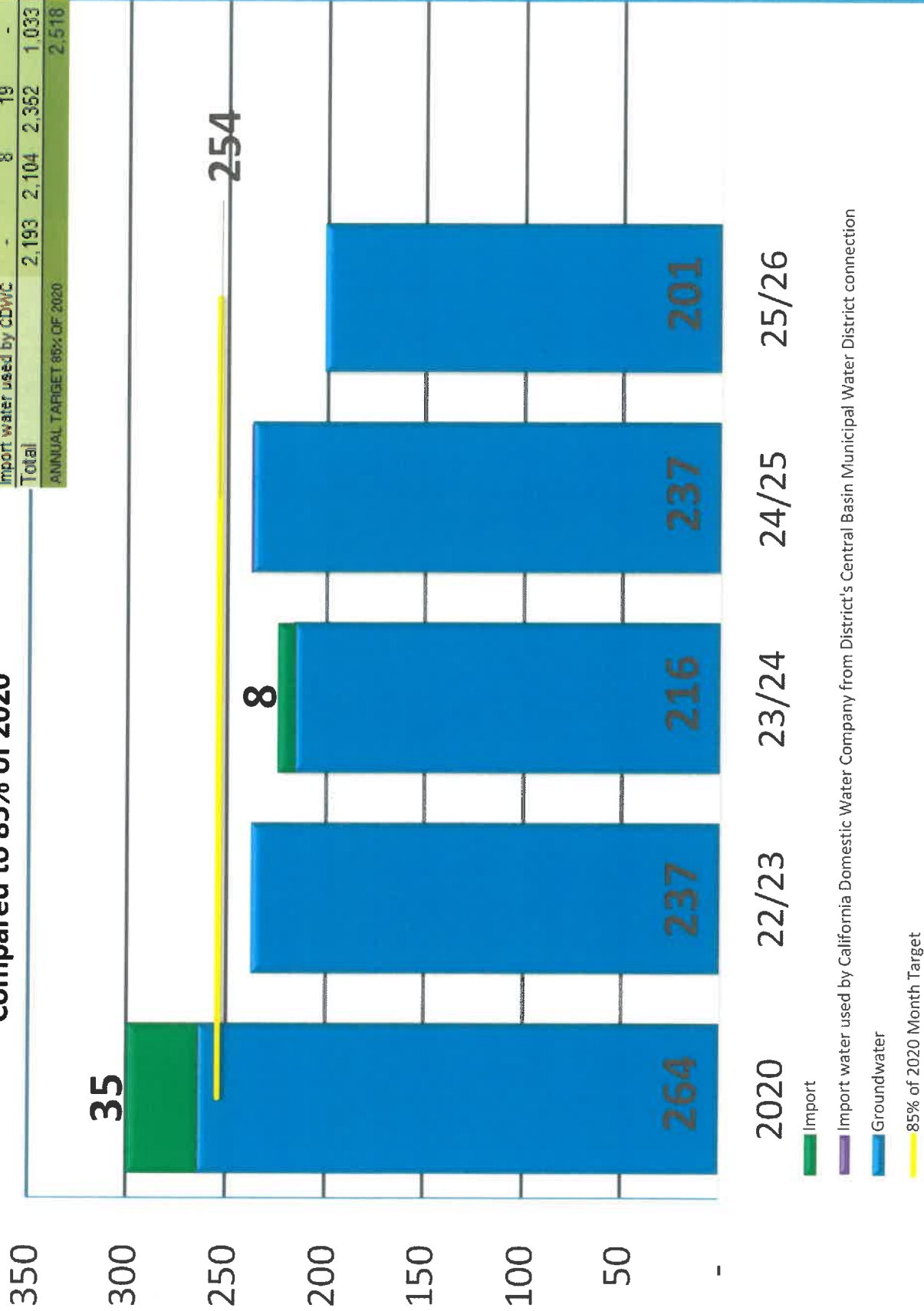
System and Equipment Maintenance

- Repaired one service leak and cleared two fire hydrants in preparation for the upcoming retaining wall installation.
- Dive Corr, Inc. completed inspections at Gualtieri Reservoir and Plant 1 to support planning for future rehabilitation work.
- Plant 2, Pump # 3 was removed by Tri County Pump Company after it was found to be seized during the most recent electrical inspection. Pump #2 motor was pulled by Delta Motors Co, Inc. due to low meg test results.

LA HABRA HEIGHTS COUNTY WATER DISTRICT

Production in acre feet for OCTOBER

Compared to 85% of 2020



DISCUSS AND APPROVE –
TERMINATION OF AGREEMENT
BETWEEN LHHCWD AND WATER
REPLENISHMENT DISTRICT (WRD)
FOR

- (1) REIMBURSEMENT OF COSTS
RELATED TO ENVIRONMENTAL
COMPLIANCE SERVICES AND
- (2) MOU FOR THE UNITED STATES
COMMUNITY GRANT PROGRAM

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: NOVEMBER 18, 2025
TO: BOARD OF DIRECTORS
FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER
SUBJECT: TERMINATION OF MOU AND REIMBURSEMENT AGREEMENT
BETWEEN WATER REPLENISHMENT DISTRICT (WRD) AND
LHHCWD FOR ENVIRONMENTAL PROTECTION AGENCY
(EPA) GRANT

WRD Board of Directors has approved the termination of the MOU and Reimbursement Agreement between WRD and LHHCWD as it relates to the EPA Community Grant. We need to also approve termination of the agreement. The effective date of the termination will be the date we approve it.

**TERMINATION AGREEMENT BY AND BETWEEN THE LA HABRA HEIGHTS
COUNTY WATER DISTRICT AND THE WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA TERMINATING EXISTING AGREEMENTS FOR: (1)
REIMBURSEMENT OF COSTS RELATED TO ENVIRONMENTAL COMPLIANCE
SERVICES AND (2) MEMORANDUM OF UNDERSTANDING FOR THE UNITED
STATES EPA COMMUNITY GRANTS PROGRAM**

This Termination Agreement, hereinafter ("Termination Agreement"), is made and entered on _____ by and between the La Habra Heights County Water District ("LHHCWD"), and the Water Replenishment District of Southern California ("WRD") or together as ("Parties").

RECITALS

WHEREAS, in fiscal year 2023, the United States Environmental Protection Agency ("EPA"), through its Community Grants Program awarded through WRD a two million five hundred-thousand-dollar grant ("Grant"); and

WHEREAS, WRD, in administering the Grant identified LHHCWD as a candidate for the Grant; and

WHEREAS, WRD was engaged through the referenced Memorandum of Understanding ("MOU") and Reimbursement Agreement with LHHCWD to assist with Grant administrative responsibilities including submitting grant reports and retaining consultant services for environmental compliance measures; and

WHEREAS, the WRD Board signed and executed the MOU and Reimbursement Agreement with LHHCWD for such administrative and environmental services relating to the pass-through Grant; and

WHEREAS, the EPA notified WRD on July 24, 2025 that WRD is ineligible to provide the services contemplated under the MOU due to WRD not being categorized as a Public Water System; and

WHEREAS, on August 7, 2025, WRD and LHHCWD mutually signed a Technical Correction letter addressed to the EPA requesting the Grant application be transferred to LHHCWD from WRD, thus terminating WRD's role in administering the pass-through Grant and providing environmental compliance services related to the same;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

Section 1: The above recitals are incorporated herein as provisions of this Termination Agreement.

Section 2: The Parties to this Termination Agreement hereby mutually rescind and

terminate all obligations under the MOU and Reimbursement Agreements attached hereto as exhibit A and B respectively.

Section 3: Each of the Parties hereto represents and warrants the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into this Termination Agreement and that the individual executing this Termination Agreement on its behalf has the legal power, rights, and authority to bind such party.

Section 4: This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

Section 5: This Termination Agreement shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be executed by their duly authorized representatives.

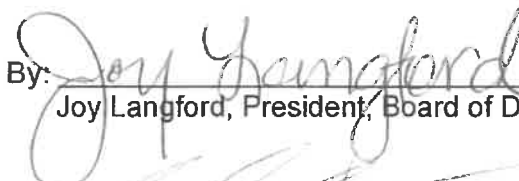
**LA HABRA HEIGHTS COUNTY
WATER DISTRICT ("LHHCWD")**

Date: _____

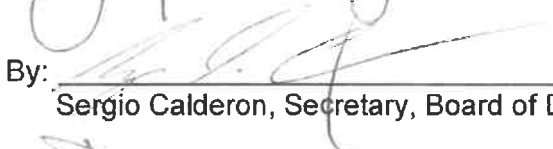
By: _____

**WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA ("WRD")**

Date: 10/21/25

By: 
Joy Langford, President, Board of Directors

Date: 10/21/25

By: 
Sergio Calderon, Secretary, Board of Directors

Date: 10/21/25

By: 
Leal Trejo APC, District Counsel

Exhibit A

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN LA HABRA HEIGHTS
COUNTY WATER DISTRICT AND THE WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA REGARDING FUNDING UNDER THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY COMMUNITY GRANTS PROGRAM**

This Memorandum of Understanding, hereinafter "MOU", is made and entered by and between La Habra Heights County Water District ("Participant"), and the Water Replenishment District of Southern California ("WRD"), hereinafter collectively referred to as "Parties".

RECITALS

WHEREAS, in fiscal year 2023, the United States Environmental Protection Agency ("EPA"), through its Community Grants Program, awarded through WRD to an eligible pumper a two million five hundred-thousand-dollar grant ("Grant"); and

WHEREAS, WRD in administering the Grant identified Participant as good candidate for the Grant, notifying Participant of the opportunity on July 27, 2023; and

WHEREAS, Orchard Dale Water District ("ODWD") is not a party to this Agreement, and will receive no Grant funds, but has certain adjudicated water rights and related obligations to Participant only as determined in a Joint Facilities Agreement between ODWD and Participant; and

WHEREAS, on July 8, 2024, Participant signed and returned the Letter of Intent ("LOI"), attached hereto as Exhibit "A" to this MOU; and

WHEREAS, WRD was selected by the EPA for this Grant to assist the Participant by performing grant administrative tasks, including but not limited to submitting progress reports for the Participant's eligible project reimbursements under the Grant; and

WHEREAS, once WRD receives the funds from the EPA, WRD will reimburse the Participant for approved eligible costs under the Grant not to exceed a total of \$2,500,000.00; and

WHEREAS, the Grant is for the reimbursement of equipment purchases only, consistent with the Workplan attached hereto as Exhibit "C"; and

WHEREAS, Participant acknowledges that it is its sole responsibility to comply with any and all applicable funding requirements, identified in the attached EPA Subaward Policy, Grants Policy Issuance (GPI) 16-01 Subaward Policy and requirements under the Community Grants Program implementation guidance document, all attached hereto as Exhibit "B" to this MOU; and

WHEREAS, Participant acknowledges that the Grant program participation and compliance is a labor-intensive process and agrees to comply with the documents attached hereto outlining the requirements, along with any additional requirements imposed under the Grant, including but not limited to information required and or requested under the Grant, all necessary data and information required prior to, during and post construction for funding and Grant reporting, complete all required federal and state environmental compliance (including, but not limited to,

the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA)), meeting the requirements of EPA's Competitive Procurement Policy, EPA's Disadvantaged Business Enterprise Program, Davis Bacon Act, and Build America, Buy American (BABA) along with all EPA and Federal cross-cutter requirements as outlined in the most recent Final Implementation Guidance for the Community Grants Program; and

WHEREAS, WRD agrees to provide identified services to assist Participant in its compliance with the Grant as identified in this MOU and Participant agrees to the terms of this MOU; and

WHEREAS, Participant agrees to complete the workplan as submitted with the grant application to EPA dated October 3, 2024, within 5 years of award.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

Section 1: The above recitals and the attached exhibits are incorporated herein as provisions of this MOU.

Section 2: Participant hereby accepts the assistance of WRD as set forth herein and accepts the conditions of assistance for the Program, acknowledging that upon award WRD will submit progress reports and invoices to the EPA on behalf of the Participant for reimbursement. Participant acknowledges that all reimbursement decisions will be made by the EPA and WRD shall have no liability to Participant for funding under this MOU or the Grant.

Section 3: Participant agrees to be bound by the terms of this MOU in consideration of the services and assistance of WRD and funding by the EPA. Participant also agrees to comply with all requirements under the Grant set forth in the attachments to this MOU, which are incorporated herein by this reference.

Section 4: Participant hereby agrees to provide WRD with the required information for the Progress Reports within 45 days of request by WRD.

Section 5: Participant hereby acknowledges that if the EPA may requires additional information and compliance with additional requirements not set forth in this MOU, Participant hereby agrees to make all reasonable efforts to comply with the same for funding under the Grant. Participant acknowledges that compliance with Grant requirements is its responsibility, WRD is acting as a third party assisting Participant and assumes no responsibility or liability for the actions or inactions of Participant or its failure to meet Grant requirements or meet associated deadlines.

Section 6: Upon thirty (30) days written notice, the Parties hereto and the EPA may examine, inspect, copy, review and audit any documents or records within the custody or control of the Parties to this MOU relating to any and all aspects of services and/or charges or credits incurred or received in relation to this MOU. The Participant further agrees to maintain records related to the Grant and its expenses in compliance with Grant requirements and comply with any and all applicable audit requirements

Section 7: This MOU only applies to the terms contained herein and is an integrated agreement inclusive of the attached LOI, Exhibits and the referenced materials contained therein. Any amendment as to the terms of this MOU requires the written agreement of the Parties in an amendment to this MOU.

Section 8: Notices Any and all notices related to this MOU shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent of the designated contact person for each Party and addressed as follows:

Participant

La Habra Heights County Water District
Joe Matthews, General Manager
1271 N. Hacienda Road La Habra Heights, CA 90631

WRD

Water Replenishment District of Southern California
Esther Rojas, Manager of Watermaster and Water Resources
4040 Paramount Boulevard Lakewood, CA 90712

Section 9: Authority Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under this MOU and that the individual executing this MOU on its behalf has the legal power, rights, and authority to bind such party.

Section 10: Counterparts This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

Section 11: Governing Law This MOU shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

Section 12: No Assignment Neither party shall assign or otherwise transfer this MOU or its right or interest or any part thereof to any third party, without the prior written consent of the other party.

Section 13: Indemnity Participant agrees to release, indemnify, defend and hold WRD harmless from and against any and all loss, damage, claims, expenses or liabilities of any kind (including but not limited to attorneys' fees and costs, and other expenses related thereto) arising out of any act or omission by Participant in implementing the project or complying with the requirements set forth in the LOI and this MOU, except in the event of WRD's gross negligence.

Section 15: Attorneys' Fees If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this MOU or to enforce this MOU, in addition to any other relief to which the successful or prevailing party or

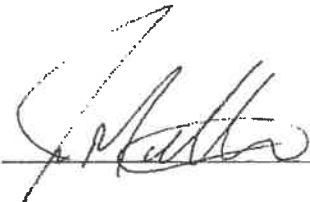
parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

Section 16: Reimbursement If Participant fails to meet any of the requirements set forth in this MOU or as required by the Grant, Participant agrees to reimburse WRD/or/EPA for any associated funds received, inclusive of any costs imposed. Participant also agrees to reimburse WRD for the costs of any required consultants, including but not limited to required consultants for NEPA/CEQA compliance.

IN WITNESS WHEREOF, the parties thereto have executed this Memorandum of Understanding to be executed by their duly authorized representatives.

PARTICIPANT

Date: 3/26/2025

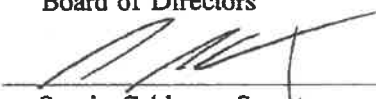
By: 

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Date: 6/17/25

By: 
Vera Robles DeWitt, Vice-President
Board of Directors

Date: 6/17/25

By: 
Sergio Calderon, Secretary
Board of Directors

Date: 8/7/25

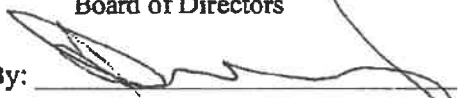
By: 
Leal Trejo APC, District Counsel

Exhibit B

**REIMBURSEMENT AGREEMENT
BY AND BETWEEN
LA HABRA HEIGHTS COUNTY WATER DISTRICT
AND
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
REGARDING
ENVIRONMENTAL COMPLIANCE RELATED SERVICES**

This Reimbursement Agreement, hereinafter ("Agreement"), is made and entered on 6/3/25 by and between La Habra Heights County Water District ("Participant"), and the Water Replenishment District of Southern California ("WRD") or together as ("Parties").

RECITALS

WHEREAS, this reimbursement program ("Program") was developed to serve water system providers with assistance to access and comply with potential funding sources to address contaminated drinking water issues; and

WHEREAS, by helping communities clean up and treat contaminated water wells and address other infrastructure needs, WRD furthers its mission in reducing the region's dependence on imported water; and

WHEREAS, under this Program, WRD will assist Participant by retaining environmental compliance services for Participant's efforts to comply with funding source environmental requirements; and

WHEREAS, Participant agrees to reimburse WRD for any and all costs and expenses incurred by WRD on behalf of Participant in retaining the environmental compliance contractor as provided for herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

Section 1: The above recitals are incorporated herein as provisions of this Agreement.

Section 2: Participant hereby requests the assistance of WRD as set forth herein and accepts all conditions of assistance.

Section 3: Participant agrees to be bound by the terms of this Agreement in consideration of the services and assistance of WRD as contemplated and set forth herein.

Section 4: Participant hereby agrees to reimburse WRD within 45 days of invoice for

any and all costs incurred in retaining an environmental consultant to provide NEPA compliance services for Participant. Participant acknowledges the proposed amount and breadth of services attached hereto as Exhibit "A" and incorporated herein with the reference.

Section 4: Upon thirty (30) days written notice, Parties hereto may examine, inspect, copy, review and audit any documents or records within the custody or control of the other Party relating to any and all aspects of services related to this Agreement or charges or credits incurred or received in relation to this Agreement.

Section 5: This Agreement only applies to the terms contained herein and is a fully integrated agreement. Any amendment as to the terms of this Agreement requires the written agreement of the Parties in a formal amendment to this Agreement.

Section 6: Any and all notices related to this Agreement shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent to the designated contact person for each Party and addressed as follows:

Participant

La Habra Heights County Water District
Joe Matthews
General Manager
1271 N Hacienda Road
La Habra Heights, CA 90631

WRD

Water Replenishment District of Southern California
Esther Rojas
Manager of Watermaster and Water Resources
4040 Paramount Boulevard
Lakewood, CA 90712

Section 7: Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under this Agreement and that the individual executing this Agreement on its behalf has the legal power, rights, and authority to bind such party.

Section 8: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

Section 9: This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

Section 10: Neither party shall assign or otherwise transfer this Agreement or its right or interest or any part thereof to any third party, without the prior written consent of the other

party. No assignment of this Agreement shall relieve the assigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

Section 11: Participant agrees to hold harmless and indemnify WRD for and all claims related to this Agreement.

Section 12: If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this Agreement or to enforce this Agreement, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

IN WITNESS WHEREOF, the parties thereto have executed this Reimbursement Agreement to be executed by their duly authorized representatives.

La Habra Heights County Water District
("PARTICIPANT")

By: _____

Date: _____

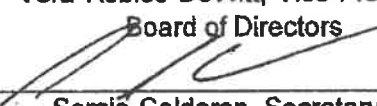
WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA ("WRD")

Date: 6/17/25

By: 

Vera Robles DeWitt, Vice-President
Board of Directors

Date: 6/17/25

By: 

Sergio Calderon, Secretary
Board of Directors

Date:

9/17/25

By:

Leal Trejo APC, District Counsel

party. No assignment of this Agreement shall relieve the assigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

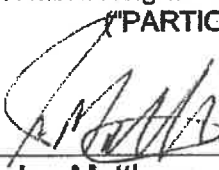
Section 12: Participant agrees to hold harmless and indemnify WRD for any and all claims related to this Agreement. Participant acknowledges that WRD's role in this reimbursement structure is to assist the Participant with environmental compliance as required by a funding source for which WRD was asked to be a facilitating entity as part of legislation. Participant acknowledges WRD's role and agrees to hold WRD harmless for any and all claims related to this reimbursement structure, with the exception of gross negligence on behalf of WRD.

Section 13: If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this Agreement or to enforce this Agreement, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

IN WITNESS WHEREOF, the parties thereto have executed this Reimbursement Agreement to be executed by their duly authorized representatives.

La Habra Heights County Water District
("PARTICIPANT")

By: _____


Joe Matthews, General Manager

Date: _____

4/23/2025

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA ("WRD")

Date: _____

By: _____

Exhibit "A"

Sirius Environmental

October 3, 2024

Aimee Zhao, Water Resources Planner
Water Replenishment District (WRD)
4040 Paramount Boulevard
Lakewood, CA 90712

RE: Proposal to Provide Environmental Services Pursuant to NEPA in Connection with Construction of Water Treatment Facilities and Upgrades to the Judson Wellfield

Dear Aimee:

We understand that the La Habra Heights County Water District (LHHCWD) has identified PFAS above EPA MCLs and both PFAS and PFOAs above State response levels in the Judson Wellfield. In response to this contamination LHHCWD proposes to install a 6,000 gallons per minute Ion Exchange Treatment System (sand separators followed by new pretreatment cartridge filters and three pairs of IX pressure vessels) at the Judson Wellfield, Wells 10 and 11 site. The facility will connect to Wells 8, 10 and 11. At the same time Wells 10 and 11 will be upgraded with new pumps and motors to maximize pumping capacity. A new 18-inch pipe (that will cross Norwalk Boulevard near the intersection with Saratoga Street) will connect to the existing 30-inch pipe currently transferring water from Well 8 to the Gualtieri reservoir to redirect that raw water to the Well 10 and Well 11 site for PFAS treatment. The existing 28-inch pipe from Wells 10 and 11 to the Gualtieri reservoir will be used to transfer the combined treated water from the wells to the Gualtieri reservoir.

The LHHCWD is seeking a grant from the EPA through the WRD to procure the equipment to undertake the improvements. LHHCWD proposes to construct the entire project using a combination of funds from EPA, local funding programs (WRD PFAS Remediation Program), and funding from its own budget.

The LHHCWD has contracted with a consultant to undertake CEQA documentation which is anticipated to be a Categorical Exemption using Class 1 Existing Facilities (intended for minor alteration of existing facilities involving *negligible expansion* of use and specifically includes addition of health protection devices). It should be clarified (if true) that the new pumps would not result in substantially increased pumping compared to existing and/or historic conditions.

Consistent with CEQA Section 15300.2, applicable exceptions to exemptions should be documented as part of the CEQA process (a Class 1 CE involves ruling out exceptions to exemptions: no significant cumulative impacts, no significant impacts due to unusual circumstances, the site isn't on a list of contaminated sites, no substantial change to an historical resource).

The short new pipeline crossing Norwalk Boulevard also appears eligible for the statutory pipeline exemption (Section 21080.21 addressing installation of new pipelines less than a mile in length in a public street/right-of-way but does not include surface facilities required for operation).

Scope of Work

As the original EPA Community Grant recipient WRD plans to document NEPA compliance (anticipated to be a Categorical Exclusion -- CatEx¹) including coordination with appropriate agencies, EPA regulations indicate *"The documentation must include: A brief description of the proposed action; a statement identifying the categorical exclusion that applies to the action; and a statement explaining why no extraordinary circumstances apply to the proposed action."* The proposed project is within an existing facility and includes replacement equipment and a short new pipeline within existing right of way. Minor construction activity would be required that would not have the potential to impact adjacent uses. No impacts to biological resources are anticipated due to the existing urban environment and minimal disturbance of soils (anticipated to be all previously disturbed). These issues can be documented by answering the questions on the CatEx review form. Ideally, the NEPA documentation can substantially rely on the CEQA documentation to identify the Project Description and range of anticipated impacts. We assume that the CEQA consultant will prepare any necessary technical reports, but if not, we can undertake any necessary studies (after discussions with EPA as to their requirements). EPA CatEx documents are not substantially detailed.²

Costs

Given the involvement of a CEQA consultant, the extent of effort necessary for NEPA coordination is unclear. It may well be that the tasks to coordinate with the EPA, agencies and complete the Categorical Exclusion form are straightforward and the budget outlined below is not fully needed.

¹ 40 CFR Part 6. § 6.204 Categorical exclusions and extraordinary circumstances.
(a)(1)(ii). Actions relating to existing infrastructure systems (such as sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) that involve minor upgrading, or minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and system components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems) or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities. This category does not include actions that: involve new or relocated discharges to surface or ground water; will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water; will provide capacity to serve a population 30% greater than the existing population; are not supported by the state, or other regional growth plan or strategy; or directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purposes of future development.

² <https://cdxapps.epa.gov/cdx-enepa-11/public/action/nepa/search/search#results>

Aimee Zhao
October 3, 2024
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Estimated Costs		
Task	Hours	Costs
1: Coordinate with EPA regarding agency involvement	10	\$2,900.00
2: Prepare letter(s) describing project and likely negligible impacts suitable to send to agencies to seek their concurrence of a no impact determination (SHPO, USFWS, ACOE). Coordinate with agencies as needed.	26	\$7,540.00
3: Coordinate with LHHCWD CEQA Consultant	16	\$4,640.00
4: Together with WRD staff Complete EPA Cat Exclusion Form	30	\$8,700.00
5: Meetings and Consultation	16	\$4,640.00
Total	82	\$28,420.00

Aimee, if you have any questions let me know.

Sincerely,



Wendy Lockwood
Principal

