

LA HABRA HEIGHTS COUNTY
WATER DISTRICT

SPECIAL BOARD MEETING

JANUARY 8, 2025

**AGENDA FOR SPECIAL MEETING
BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
January 8, 2025 @ 4:00PM**

- 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. Discuss and Approve** – Authorize PFAS subcommittee to negotiate and Approve agreement's with WRD

- 5. Discuss and Approve** – Response to WRD MOU for EPA Grant and Reimbursement Agreement for NEPA work

- 6. Closed Session**
 - a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION:**

(Paragraph (2) or (3) of subdivision (d) of Gov. Code § 54956.9)
Significant exposure to litigation: One case.

- 7. 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

**DISCUSS AND APPROVE
RESPONSE TO WRD MOU FOR EPA
GRANT AND REIMBURSEMENT
AGREEMENT FOR NEPA WORK**

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: JANUARY 08, 2025
TO: BOARD OF DIRECTORS
FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER
**SUBJECT: APPROVAL OF MOU REGARDING EPA GRANT FOR PFAS
TREATMENT AND REIMBURSEMENT AGREEMENT FOR NEPA
COMPLIANCE ASSISTANCE BETWEEN WRD AND LHCWD**

We have revised Water Replenishment District's (WRD's) proposed EPA grant funding Memorandum of Understanding (MOU). Also revised is WRD's proposed Reimbursement Agreement for NEPA compliance assistance between the District and WRD, as directed by the subcommittee. Please see the attached MOU for approval.

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 the La Habra Heights County Water District (“Participant”), and the Water Replenishment District of Southern California (“WRD”), hereinafter collectively referred to -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 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 (“OCWD”) is not a party to this Agreement, and will receive no Grant funds, but has certain adjudicated water rights and related payment obligations through Participant as determined in a Joint Facilities Agreement between OCWD and Participant; and~~

~~WHEREAS, o~~On July 8, 2024, Participant signed and returned the ~~attached~~ 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 for all reasonably administrative costs, whether incurred by Participant under this Agreement or pursuant to any existing contracts or judgments;~~ and

WHEREAS, Participant acknowledges that it is ~~its responsibility to assist WRD in its efforts~~ its sole responsibility ~~to comply in complying~~ 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

Commented [BC1]: Its responsibility to assist WRD
Commented [GK2R1]: Agree with Mr. Cooke
Commented [ms3R1]: Agreed and revised accordingly.

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 comply with the Grant and to aid the Participant provided~~ Participant agrees to the terms of this MOU; and

WHEREAS, Participant agrees to complete all construction within 5 years of the date of award, ~~absent any delays caused by WRD, EPA, or any third party outside Participant's control.~~

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 ~~requests-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, ~~except in the event of WRD breaching its duties to Participant under this MOU, including but not limited to submitting timely and accurate progress reports and invoices to the EPA on behalf of the Participant, in which case Participant is entitled to its expenditures of all administrative costs and interest thereon.~~

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 ~~r~~Reference.

Section 4: Participant hereby agrees to provide WRD with the required information for the Progress Reports ~~including~~ within ~~30-45~~ days of request ~~by WRD.~~

Section 5: Participant hereby acknowledges that ~~if~~ the EPA ~~may reasonably~~ require additional information ~~and compliance with additional requirements~~ not set forth in this MOU. ~~-and~~ Participant hereby agrees to ~~make all reasonable efforts to~~ comply with the same for funding under the Grant.

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

Commented [BC4]: To comply with the Grant and the

Commented [GK5R4]: Agree with Mr. Cooke

Commented [BC6]: delete

Commented [BC7]: Reverse this - WRD is responsible, we did not request assistance. Include reimbursement for interest and administrative costs for compliance.

Commented [GK8R7]: Instead of LHHCW "requests the assistance of WRD", I would change this to state that "LHHCW accepts WRD's assistance..."

I am not so sure about requesting interest and admin costs for compliance though (see Mr. Cooke's comment above). In my opinion, that provision is probably going to create issues and delays in finalizing the MOU if LHHCW insists on this language.

Commented [ms9R7]: Agreed and revised.

Commented [GK10]: I still don't like the 30 day requirement. Sometimes, getting reports, backup documentation takes longer. Per this MOU, it is LHHCW's responsibility to collect, review and put all the information into the required format before submitting to WRD/EPA. I suggest 45-days rather than 30 here. Not a deal breaker, but just a suggestion.

Commented [GK11]: This is good.

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.

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: Neither party to this Agreement shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the direct result of an Act of God, such as earthquake, hurricane, tornado, epidemic, flooding, or other natural disaster; or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanctions or regulations not in effect as of the date this Agreement was entered into, blockage, embargo, or prolonged failure of electrical or other vital service. The non-performing party shall make every reasonable attempt to minimize delay or lack of performance. In the event force majeure continues for 90 days or longer, either party may terminate this Agreement, in which case each party shall be restored to its financial position as of the date of the emergency that triggered this provision.

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Commented [ms12]: This force majeure clause includes language that excuses the parties' compliance in case of a pertinent change of government regulations.

Section 98: 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

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WRD

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

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Section 109: 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 110: 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 124: 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 132: 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 143: 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 committed solely by Participant pertaining to the purchase of the equipment that is subject to this Agreement, referenced as the Funded Project under the EPA Grant Application, and as in implementing the project set forth in the LOI and this MOU, except where any such acts or omissions are caused by WRD or anyone on its behalf. This limited release expressly excludes any environmental damages caused or contributed to by WRD.

Section 154: 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 165: Reimbursement If Participant, through the sole and specific action or cause of Participant and no other party, fails to meet materially breaches and fails to cure 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.

Commented [BC13]: Must be limited to purchase of equipment and not "the project".

Commented [GK14R13]: Agree that it should be limited to the equipment included in the EPA Grant. Per the EPA Grant Application - ("Funded Project"). The Funded Project includes the purchase of 1) three Ion Exchange vessel pairs and media; 2) sand separators; 3) a pre-treatment system; and 4) new well pump and motor upgrades for two of the existing wells."

Commented [BC15]: Limit to sole and specific action or cause of participant.

Commented [GK16R15]: I agree.

Commented [ms17R15]: Agreed and revised accordingly.

PARTICIPANT

Date: _____ By: _____

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Date: _____ By: _____

Joy Langford, President
Board of Directors

Date: _____

By: _____

Vera Robles DeWitt, Secretary
Board of Directors

Date: _____

By: _____

Leal Trejo APC, District Counsel

**REIMBURSEMENT
AGREEMENT BY AND
BETWEEN
LA HABRA HEIGHTS COUNTY WATER DISTRICT
AND
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
REGARDING
FEDERAL ENVIRONMENTAL COMPLIANCE RELATED
SERVICES RELATED TO THE CONSTRUCTION OF
WATER TREATMENT FACILITIES AND UPGRADES TO
THE JUDSON WELL FIELD**

This Reimbursement Agreement, hereinafter (“Agreement”), is made and entered on _____ by and between La Habra Heights County Water District (“Participant”), and the Water Replenishment District of Southern California (“WRD”), hereinafter collectively referred to as ~~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 ~~retain~~ assist Participant by retaining environmental compliance services for Participant ~~’s efforts~~ to comply with NEPA and all federal funding source environmental requirements related to the construction of water treatment facilities and upgrades to LHCWD’s Judson Well Field (“Project”); and

WHEREAS, Orchard Dale Water District (“ODGWD”) is not a party to this Agreement but has certain adjudicated water rights and related payment obligations through Participant as determined in a Joint Facilities Agreement between ODGWD and Participant; and

WHEREAS, Participant agrees to reimburse WRD, with funds obtained in part from ODGWD, for any and all actual costs and expenses incurred by WRD on behalf of Participant in retaining the federal environmental compliance contractor as provided for herein for the Project.

- Commented [BC1]: Delete and add retain
- Commented [GK2R1]: Agree with Mr. Cooke
- Commented [ms3R1]: Agree.
- Commented [BC4]: delete
- Commented [GK5R4]: Agree with Mr. Cooke
- Commented [ms6R4]: Agree.

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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: ~~WRD and its selected environmental contractor will work with the U.S. Environmental Protection Agency to fulfill the federal environmental compliance requirements for the Project. Participant hereby requests the assistance of WRD as set forth herein and accepts all conditions of assistance. WRD will ensure costs incurred by its consultant will be reasonable and necessary only.~~

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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, ~~through~~ ~~from~~ reimbursement funds ~~obtained through the Grant, within 45~~ ~~60~~ days of invoice ~~for~~ ~~for~~

any and all actual costs incurred in retaining an environmental ~~consultant~~ contractor to provide NEPA compliance services for Participant within 45 days of receiving NEPA-related funds through the Grant. Participant acknowledges the proposed amount and breadth of services attached hereto as Exhibit "A" and incorporated herein with the reference. WRD shall include all backup documentation with its reimbursement request(s) detailing the actual services provided by WRD and/or its consultant. Invoices shall be billed on a time and material basis.

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Commented [GK7]: I'm not sure why this provision is needed? WRD will reduce the grant reimbursement paid to LHHCWD by the amount of the NEPA contractor's invoice. There is no actual invoice exchange between LHHCWD and WRD.

Commented [GK8]: The intent of my original suggestion for time/material invoices from the NEPA contractor is to make sure that WRD doesn't just agree to pay the NEPA contractor for fixed/flat amounts. The only role for LHHCWD regarding NEPA costs is to request copies of the invoices being generated by the NEPA contractor to ensure that WRD is receiving the most efficient services possible for the services. The more that is charged for NEPA services, the less there is for equipment purchase costs.

Section 54: Upon thirty (30) days written notice, the 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 65: 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 76: Any and all notices related to this Agreement shall be made in writing and may be given by personal delivery ory, by mail, unless otherwise agreed upon by the Parties in writing, or by facsimile. Such notices sent if delivered in person or sent by mail, such notices 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

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WRD

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

Section 87: 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 98: 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 109:** 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 110:** 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 121: Participant agrees to hold harmless and indemnify WRD for any and all claims related to this Agreement, except where WRD and/or any third party causes or contributes to the grounds for any such claims.

Commented [BC9]: Indemnity shall be specifically for this agreement and nothing outside this agreement and based on LHHCWWD sole cause and/or negligence.

Commented [GK10R9]: Agree

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Section 132: 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: _____

By: _____
Joy Langford, President, Board of Directors

Date: _____

By: _____

Vera Robles Dewitt, Secretary, Board of Directors

Date: _____

By: _____
Leal Trejo APC, District Counsel

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.

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Field Code Changed

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://cdxappls.epa.gov/cdx-eneqa-II/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	9882	\$28,420.00

Aimee, if you have any questions let me know.

Sincerely,



Wendy Lockwood
Principal