AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS “FOR INFORMATION” MAY ALSO BE THE SUBJECT OF AN “ACTION” TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

I. DETERMINATION OF A QUORUM

II. PUBLIC COMMENT

III. MINUTES OF THE REGULAR MEETING OF SEPTEMBER 11, 2003

**STAFF RECOMMENDATION:** Approve the minutes as submitted.

IV. SAFE DRINKING WATER PROGRAM UPDATE

**STAFF RECOMMENDATION:** For information.

V. SAFE DRINKING WATER PROGRAM

CITY OF COMMERCE WELL 4 TREATMENT PROJECT
AUTHORIZATION TO ADVERTISE FOR BIDS

**STAFF RECOMMENDATION:** That the Committee recommend that the Board authorize the General Manager to advertise for bids for construction of the Safe Drinking Water Program Treatment Facility for Commerce Well Number 4.

VI. SAFE DRINKING WATER PROGRAM

CITY OF COMMERCE WELL 4 TREATMENT PROJECT
CEQA NEGATIVE DECLARATION ADOPTION

**STAFF RECOMMENDATION:** That the Committee recommend that the Board adopt a Negative Declaration for Commerce Well Number 4 Treatment Project.

VII. SAFE DRINKING WATER PROGRAM

CITY OF COMMERCE WELL 4 TREATMENT PROJECT
AGREEMENT BETWEEN COMMERCE AND WRD

**STAFF RECOMMENDATION:** That the Committee recommend that the Board execute an agreement with the City of Commerce, upon approval by District Counsel as to form, for an amount not to exceed $300,000 for a treatment system to remove VOCs from Commerce Well Number 4.
VIII. ASHLAND CHEMICAL REPLENISHMENT ASSESSMENT EXEMPTION RESOLUTION
   STAFF RECOMMENDATION: For discussion.

IX. WHITTIER NARROWS VOLATILE ORGANIC COMPOUNDS - PLUME UPDATE
   STAFF RECOMMENDATION: For information.

X. ROBERT W. GOLDSWORTHY DESALTER UPDATE
   STAFF RECOMMENDATION: For information.

XI. ADJOURNMENT

Agenda posted by Tracey A. Burke, Acting Deputy Secretary, October 1, 2003
A regular meeting of the Groundwater Clean-up Committee of the Board of Directors of the Water Replenishment District of Southern California was held on September 11, 2003, at 9:05 a.m., at the District Office, 12621 E. 166th Street, Cerritos, California. Chairperson Robert W. Goldsworthy called the meeting to order and presided thereover. Acting Deputy Secretary Abigail C. Andom recorded the minutes.

I. DETERMINATION OF A QUORUM
   Committee: Directors Robert Goldsworthy and Albert Robles
   Staff: Robb Whitaker, Jason Weeks, Paul Fu, Charlene King, Ted Johnson
   Public: Fernando Paludi, Central and West Basin Municipal Water District

II. PUBLIC COMMENT
    None.

    The minutes were approved as submitted.

IV. MOBIL OIL – ASHLAND CHEMICAL REPLENISHMENT ASSESSMENT EXEMPTION RESOLUTION
    Engineer Jason Weeks stated that the District grants exemptions to the replenishment assessment for groundwater treatment programs that remedy groundwater contamination and do not put the treated water to beneficial use. The Committee at its previous meeting had instructed staff to investigate if the water extracted from these two companies seeking exemption can be put to beneficial use, before an exemption is granted.

    Mr. Weeks stated that due to the low water quantity, there is limited opportunity for Ashland Chemical to put the water to beneficial use, e.g., conservation or irrigation purposes. Staff will continue to explore other options, including the possibility of selling the water at a reduced price.

    Mr. Weeks stated that in the case of Mobil Oil, improved treatment systems have been put in place to increase the quantity of water being put to beneficial use. The Committee recommended that the exemption to the replenishment assessment be granted to Mobil Oil.

V. BREWER DESALTER UPDATE
    Assistant General Manager and District Engineer Robb Whitaker stated that staff has nothing new to report since the last meeting.
VI. ROBERT W. GOLDSWORTHY DESALTER UPDATE
Senior Engineer Paul Fu stated that the Desalter has delivered approximately 229 acre-feet of finished water to the City of Torrance’s distribution system in July 2003. Chloride levels remain within the 1100 to 1200 ppm in July.

Mr. Fu also discussed problems relating to an increase in differential pressure with the first stage of the reverse osmosis (RO) membrane system. Diagnosis of the problems is in progress.

VII. SAFE DRINKING WATER PROGRAM UPDATE
Assistant Engineer Charlene King stated that there are currently five projects in the design and/or construction phase: Norwalk Well No. 8, Southern California Water Company (SCWC) Converse Well, City of Commerce Well 4L, California Water Service Well 43-01, and SCWC Imperial Wells 1, 2, and 3. Ms. King indicated that the treatment facility for the California Water Service Well 43-01 is now in operation and closeout procedures are in progress. Ms. King added that there are two other candidates for evaluation: one from Sativa Water and another one from Suburban Water Systems. She noted that there are already ten wellhead treatment facilities in operation.

The Committee asked that staff present an update on the Safe Drinking Water Program to the Board at a future meeting.

VIII. GROUNDWATER CONTAMINATION PREVENTION – SANTA FE SPRINGS
Senior Hydrogeologist Ted Johnson stated that staff has held several meetings with representatives from the U.S. Environmental Protection Agency (USEPA), California Department of Toxic Substances Control (DTSC), Regional Water Quality Control Board – Los Angeles Region (RWQCB), and the U.S. Geological Survey (USGS) to discuss methods to help determine potential threats to deep drinking water aquifers from shallow contaminated aquifers. The continuing work that the USGS is doing for the District has been suggested as a possible framework to help determine these threats. At the request of the state’s Department of Toxic Substances Control, a meeting was held August 28th to discuss the extent of contamination found in Santa Fe Springs.

Staff proposed to formalize these meetings by way of a Memorandum of Understanding (MOU) to continue the discussions on groundwater contamination and identify potential threats to the groundwater resources. The MOU would focus on several sites in the Central Basin that overlie the Montebello Forebay. The information on the sites would be evaluated by the group to determine the level of effort and costs to centralize the data and assess the threat to the deeper drinking water aquifers.
The Committee recommended that staff present an update to the Board at its next meeting.

IX. GROUNDWATER QUALITY – REGULATORY UPDATE
Staff prepared a report on contaminants of recent concern in groundwater: chromium 6, arsenic, perchlorate, NDMA, and 1,4 dioxane.

The Committee recommended that staff present an update to the Board at its next meeting.

X. ADJOURNMENT
There being no more business to come before the Committee, the meeting was adjourned.

__________________________
Chairperson

ATTEST:

__________________________
Director
The District is currently managing several projects under the District’s Safe Drinking Water Program (SDWP), which provides wellhead treatment facilities to remove contaminants and improve water quality. The following is an update of activities.

There are four projects in the design and/or construction phase.

1) The Board authorized awarding the contract for construction of a granular activated carbon system for the Norwalk Well 8 project to Pacific Hydrotech Corporation on April 2, 2003. A Notice of Award was mailed on April 3, 2003; however, the City of Norwalk has requested that the District delay construction until well modifications are complete at the affected well. In addition, DHS has required the City to implement additional monitoring parameters prior to construction of a wellhead treatment system. Once complete, Pacific Hydrotech can begin construction of the treatment system.

2) Don Howard Engineers has completed the designs and specifications for the Southern California Water Company Converse well. At this time, the Southern California Water Company has requested consideration to use the treatment vessels from the Hoffman project at the Converse well location. District counsel has revised a draft agreement between WRD and the Southern California Water Company for review.

3) Don Howard Engineers has completed 90% of the designs and specifications for the City of Commerce Well 4L (operated by Cal Water Service). The City of Commerce has acquired the additional property needed to accommodate the new system and is currently working on the required permits for the project.
4) The 30-day environmental public review period ended August 29, 2003 with no comments received. The negative declaration is ready for adoption.

5) An amendment to the agreement with the Southern California Water Company (SCWC) was executed on September 17, 2003 to incorporate a reimbursement program for the Imperial Wells 1, 2, & 3 project. SCWC will be the lead agency, procuring all contracts in accordance with WRD’s current contract policy. WRD will make progress payments upon submittal of invoices by SCWC for an amount not to exceed $346,500.

The District is currently evaluating new candidates for the Safe Drinking Water Program. Several purveyors have made inquiries. The well data, type of contaminants and affected duration of their wells will be used to prioritize the candidate list.

There are currently ten (11) WRD wellhead treatment facilities in operation. The cities of Huntington Park and Norwalk each have two facilities online. The other facilities are located in the cities of Bell Gardens, Commerce, Signal Hill, South Gate, Pico Rivera, Bell, and Paramount. The arsenic removal pilot system in SCWC’s Century Well in the City of Paramount continues to provide important information for groundwater producers within and outside the District. SCWC has completed the first phase pilot testing and determined that Granular Ferric Hydroxide (GFH) worked best out of the four tested media. The second phase will test removal efficiency at different loading rates. WRD will continue to monitor and analyze the data received from these new treatment technologies.

**FISCAL IMPACT:** These projects total $2.8 million and were included in the FY 01-02 Budget under the Safe Drinking Water Program.

**STAFF RECOMMENDATION:** For Information.
AGENDA ITEM NO. V

DATE: OCTOBER 6, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: BRUCE A. MOWRY, GENERAL MANAGER
SUBJECT: SAFE DRINKING WATER PROGRAM
CITY OF COMMERCE WELL 4 TREATMENT PROJECT
AUTHORIZATION TO ADVERTISE FOR BIDS

Commerce Well Number 4 located on Garfield Avenue in the City of Commerce is currently affected by Tetrachloroethylene (PCE) and Trichloroethylene (TCE), two volatile organic compounds (VOCs), at levels exceeding the maximum contaminant level allowed by the State of California Department of Health Services (DHS). The well is currently offline due to the contamination. The City of Commerce has requested assistance from WRD through the Safe Drinking Water Program to install a treatment system to treat the well and return it to service. The facility will be built within the boundaries of the well site owned and operated by the City of Commerce. The California Water Service Company will perform the routine operation and maintenance associated with the wellhead treatment system. The system will have the capacity to treat the full flow of the well. The treated water will be disinfected prior to entering the distribution system.

The wellhead treatment system will consist of one complete granular activated carbon unit. A permit to construct and operate will be obtained from the California Department of Health Services and a discharge permit (if needed) will be obtained from the Los Angeles Regional Water Quality Control Board prior to the construction of the facility. WRD consultant Don Howard Engineers is currently working with WRD and the City of Commerce to design the facility and prepare the plans and contract documents. WRD intends to put the construction and equipment out for competitive bid.
FISCAL IMPACT: The construction cost of the Commerce Well 4 is estimated to be $450,000, an amount exceeding the 2001-02 budget; however, the City of Commerce has agreed to participate with additional funding over the amount currently budgeted for this project.

STAFF RECOMMENDATION: That the Committee recommend that the Board authorize the General Manager to advertise for bids for construction of the Safe Drinking Water Program Treatment Facility for Commerce Well Number 4.
Commerce Well Number 4 located on Garfield Avenue in the City of Commerce is currently affected by Trichloroethylene (PCE) and Trichloroethylene (TCE), two volatile organic compounds (VOCs), at levels exceeding the maximum contaminant level allowed by the State of California Department of Health Services (DHS). The well is currently offline due to the contamination. The City of Commerce has requested assistance from WRD through the Safe Drinking Water Program to install a treatment system to treat the well and return it to service. The facility will be built within the boundaries of the well site owned and operated by the City of Commerce. The California Water Service Company will perform the routine operation and maintenance associated with the wellhead treatment system. The system will have the capacity to treat the full flow of the well. The treated water will be disinfected prior to entering the distribution system.

The wellhead treatment system will consist of one complete granular activated carbon unit. A permit to construct and operate will be obtained from the California Department of Health Services and a discharge permit (if needed) will be obtained from the Los Angeles Regional Water Quality Control Board prior to the construction of the facility.

WRD staff has prepared an Initial Study that concludes that no significant environmental impact is expected from the project. Per the California Environmental Quality Act (CEQA) guidelines, the attached environmental documentation in the form of an initial study has been prepared and a public notice has been posted. The 30-day public review period ended August 29, 2003. No comments were received.
FISCAL IMPACT: The construction cost of the Commerce Well 4 is estimated to be $450,000, an amount exceeding the 2001-02 budget; however, the City of Commerce has agreed to participate with additional funding over the amount currently budgeted for this project.

STAFF RECOMMENDATION: That the Committee recommend that the Board adopt a Negative Declaration for Commerce Well Number 4 Treatment Project.
ENVIRONMENTAL DOCUMENTATION

FOR

INSTALLATION OF GRANULAR ACTIVATED CARBON FILTERS FOR TREATMENT OF VOLATILE ORGANIC COMPOUNDS

FOR

COMMERCE WELL 4L
Located in
COMMERCE, CALIFORNIA

A WRD Safe Drinking Water Program Project

July 2003
Interested Agencies, Organizations and Individuals

NOTICE OF COMPLETION AND AVAILABILITY OF THE INITIAL STUDY/PROPOSED NEGATIVE DECLARATION FOR THE WELLHEAD TREATMENT CONSTRUCTION PROJECT

The Water Replenishment District of Southern California (WRD) has prepared a negative declaration for the Wellhead Treatment Construction for Commerce Well No. 4L for review and comment by the public and local agencies.

The Water Replenishment District of Southern California (WRD) encompasses the urban coastal plain of Los Angeles County. WRD is a special district vested with the responsibility to manage and protect the groundwater supplies of the Central and West Coast Basins.

As part of its Clean Water Programs, WRD has developed a Safe Drinking Water Program designed to provide wellhead treatment to pumpers with affected wells. This enables the pumper to keep an affected well on-line or to bring an otherwise shut down well back on-line and assists in WRD’s effort to clean up existing groundwater contamination at that particular site.

The wellhead treatment system will consist of one complete granular activated carbon unit. A permit to construct and operate will be obtained from the California Department of Health Services and a discharge permit (if needed) will be obtained from the LA Regional Water Quality Control Board prior to the construction of the facility.

The facility will be built within the boundaries of the well site own by the City of Commerce and operated by California Water Service Company. California Water Service Company personnel will perform the routine operation and maintenance associated with this wellhead treatment unit. The system will have the capacity to treat the full flow of the well. The treated water will be disinfected with a chlorination system prior to entering the distribution system.

Written comments must be received by August 29, 2003. All written responses to this notice should be sent to:

Charlene King
Assistant Engineer
Water Replenishment District of Southern California
12621 East 166th Street
Cerritos, CA 90703

Copies of the document will be available for review at the Water Replenishment District of Southern California.
PROPOSED NEGATIVE DECLARATION

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
SAFE DRINKING WATER PROGRAM AT COMMERCE WELL 4L

PROJECT NAME
Construction of Wellhead Treatment Unit for Commerce Well 4L

ENTITY UNDERTAKING PROJECT
Water Replenishment District of Southern California.

LOCATION
The Commerce well site is located in the City of Commerce at 3317 South Garfield Avenue, Los Angeles County.

PROJECT DESCRIPTION
As part of its Clean Water Programs, WRD has developed a Safe Drinking Water Program designed to provide wellhead treatment to pumpers with affected wells. This enables the pumper to keep an affected well on-line or to bring an otherwise shut down well back on-line and assists in WRD’s effort to clean up existing groundwater contamination by pumping and treating at that particular site.

The City of Commerce owns Well 4L and the California Water Service Company operates the facility for the city. The well is currently affected by volatile organic compound (VOC) contamination and has surpassed the maximum contaminant levels (MCL) of 5 parts per billion for Trichloroethylene (TCE) and Tetrachloroethylene (PCE). The Commerce wellhead treatment facility will utilize a Liquid Phase Granular Activated Carbon (GAC) system. A permit to operate the treatment system will be obtained from the California Department of Health Services and a discharge permit (if needed) will be obtained from the LA Regional Water Quality Control Board prior to construction of the facility. This facility will be built within the boundaries of the well site owned by the City of Commerce. The system will have the capacity to treat the full flow of the Commerce Well 4L. The treated water will be disinfected with a chlorination system prior to entering the distribution system. California Water Service Company personnel will perform the routine operation and maintenance associated with this wellhead treatment unit.

FINDING
The Water Replenishment District of Southern California (WRD) Board of Directors having heard, at a public meeting of the District, the comments of any and all concerned persons or entities, including the recommendations of the District staff, does hereby find that the proposed project will not have a significant adverse effect on the environment. The facts supporting this finding are presented in the attached Initial Environmental Study (IES) prepared for this project and in the
reference material cited in the IES. When considering the record as a whole, there is no evidence before the agency that the proposed project will have potential for an adverse effect on wildlife resources or the habitat upon which the wildlife depends. The analysis and findings contained in the IES and this Declaration represent the independent judgment of the District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Water Replenishment District of Southern California held on October , 2003.

_____________________________
Willard H. Murray, President

ATTEST:

_____________________________
Robert Goldsworthy, Secretary
INITIAL STUDY

BACKGROUND

1. Name of Proponent(s):
   Water Replenishment District of Southern California
   City of Commerce
   California Water Service Company

2. Name of Lead Agency:
   Water Replenishment District of Southern California

3. Address and phone number of Lead Agency:
   12621 East 166th Street
   Cerritos, California 90703
   (562) 921-5521

4. Date of Initial Study:
   April 10, 2003

PROJECT INFORMATION

1. Description of the project:

   The Water Replenishment District of Southern California (WRD) encompasses the urban coastal plain of Los Angeles County. WRD is a special district vested with the responsibility to manage and protect the groundwater supplies of the Central and West Coast Basins.

   Currently, some water wells in the WRD service area are affected by groundwater contamination. California Water Service Company operates Commerce Well No. 4L for the City of Commerce, which is currently affected by volatile organic compound (VOC) contamination. This well has surpassed the maximum contaminant level (MCL) of 5 parts per billion for Trichloroethylene (TCE) and Tetrachloroethylene (PCE) and is currently off-line.

   As part of its Clean Water Programs, WRD has developed a Safe Drinking Water Program designed to provide wellhead treatment to pumpers with affected wells. This enables the pumper to keep an affected well on-line or to bring an otherwise shut down well back on-line and assists in WRD’s effort to clean up existing groundwater contamination by pumping and treating at that particular site.
Commerce Well No. 4L is located at 3317 South Garfield Avenue. The well site is located in an industrial area.

The Commerce wellhead treatment unit will consist of a Liquid Phase Granular Activated Carbon (GAC) system. Liquid Phase GAC treatment is a technology used to remove organic contaminants from the groundwater. Groundwater is pumped through one or more vessels containing GAC. Thermal processing of carbon creates small porous particles with a large internal surface area. This attribute makes it activated. The activated carbon attracts and absorbs the contaminant molecules, allowing water to pass through the vessels relatively quickly. When the carbon is exhausted from the vessel, the carbon must be replaced. The spent carbon is replaced with newly activated carbon. A permit to operate the treatment system will be obtained from the California Department of Health Services.

This facility will be built within the boundaries of the well sites owned by the City of Commerce and operated by California Water Service Company. The system will have the capacity to treat the full flow of the well. The treated water will be disinfected with a chlorination system prior to entering the distribution system.

California Water Service Company personnel will perform the routine operation and maintenance associated with this wellhead treatment unit.

2. Identification of the environmental setting:

   The well site is located on a .38 acre lot at 3317 South Garfield Avenue. The well site is bordered by industrial property. See attached site map.

3. Identification of environmental effects:

   See attached Environmental Checklist.

4. Discussion of ways to mitigate any significant effects identified:

   No significant effects were identified in the Initial Study.

5. Examination of whether or not the project is compatible with existing zoning, plans, and other land use controls:

   Appropriate use, construction and operating permit applications will be filed with the appropriate agencies.
6. Name(s) of person(s) who prepared or participated in the Initial Study:

Kavous Emami, PE  
Assistant General Manager/Manager of Operations and Construction  
Water Replenishment District of Southern California  
12621 East 166th Street  
Cerritos, California 90703  
(562) 921-5521

Charlene King  
Assistant Engineer  
Water Replenishment District of Southern California  
12621 East 166th Street  
Cerritos, California 90703  
(562) 921-5521

David Karraker, P.E.  
District Manager  
California Water Service Company  
5243 East Sheila Street  
Los Angeles, California 90040  
(323) 263-4145

Katherine Brophy  
Water Quality Project Manager  
California Water Service Company  
2632 W. 27th Street  
Torrance, California 90505  
(310) 257-1486

John Bosler, P.E.  
Don Howard Engineers  
599 S. Barranca Ave. Suite 573  
Covina, CA 91723  
(626) 331-3341
Environmental Checklist Form

1. **Project title:** Commerce Well 4L Wellhead Treatment Facility Project

2. **Lead agency name and address:**
   Water Replenishment District of Southern California
   12621 E. 166th Street, Cerritos, CA 90703

3. **Contact person and phone number:** Ms. Charlene King (562) 921-5521

4. **Project location:** 3317 South Garfield Avenue, Commerce, CA, LA County

5. **Project sponsor’s name and address:**
   Water Replenishment District of Southern California
   12621 E. 166th Street, Cerritos, CA 90703

6. **General plan designation:** Utility Site

7. **Zoning:** Industrial

8. **Description of project:** (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

   This site is an existing water supply utility site owned by the City of Commerce. See Initial Study—Section 2 (Project Information)

   The proposed activities include the following items:
   1. Modify the existing piping
   2. Installation of one complete granular activated carbon filtration system, backwash tank & associated piping

9. **Surrounding land uses and setting:** (Briefly describe the project’s surroundings)

   This existing site is in an industrial area on Garfield between Bandini Boulevard and East Slauson Avenue.

10. **Other public agencies whose approval is required** (e.g., permits, financing, approval, or participation agreement.)

    California Department of Health Services
    LA County Sanitation District

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- Aesthetics
- Biological Resources
- Hazards & Hazardous Materials
- Mineral Resources
- Agriculture Resources
- Cultural Resources
- Hydrology/Water Quality
- Noise
- Air Quality
- Geology/Soils
- Land Use/Planning
- Population/Housing
Determinations: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Kavous Emami, Assistant General Manager

Printed name

For: Water Replenishment District of Southern California

Date

7/31/03

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
commerce well project

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less than Significant with Mitigation Measures Incorporation" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. In this case, a brief discussion should identify the following:
   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were adequately analyzed by the agency responsible for the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporation," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address the specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or cited in the discussion should be cited in the discussion.

8) This is only a suggested format, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist in a logical order. If any two or more questions are closely related, they may be grouped together.

9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, used to reduce the impact to less than significance.

(Section 15063(c)(3)(D)). In this case, a brief discussion should identify the following:
   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporation," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address the specific conditions for the project.
## SAMPLE QUESTIONS

Issues:

<table>
<thead>
<tr>
<th>Potentially Significant Impact</th>
<th>Less Than Significant Impact With Mitigation Incorporation</th>
<th>Less Than Significant Impact</th>
<th>No Impact</th>
</tr>
</thead>
</table>

I. AESTHETICS—Would the project:

a) Have a substantial adverse effect on a scenic vista? ☐ ☐ ☐ ☑

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? ☐ ☐ ☐ ☑

c) Substantially degrade the existing visual character or quality of the site and its surroundings? ☐ ☐ ☐ ☑

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? ☐ ☐ ☐ ☑

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? ☐ ☐ ☐ ☑

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? ☐ ☐ ☐ ☑

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? ☐ ☐ ☐ ☑

III. AIR QUALITY—Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan? ☐ ☐ ☑ ☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?  ☐  ☐  ☑  ☐

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?  ☐  ☐  ☑  ☐

d) Expose sensitive receptors to substantial pollutant concentrations?  ☐  ☐  ☑  ☐

e) Create objectionable odors affecting a substantial number of people?  ☐  ☐  ☐  ☑

IV. BIOLOGICAL RESOURCES—Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?  ☐  ☐  ☐  ☑

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?  ☐  ☐  ☐  ☑

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?  ☐  ☐  ☐  ☑

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?  ☐  ☐  ☐  ☑

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?  ☐  ☐  ☐  ☑

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?  ☐  ☐  ☐  ☑
V. CULTURAL RESOURCES -- Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? ☐ ☐ ☐ ☑

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? ☐ ☐ ☐ ☑

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? ☐ ☐ ☐ ☑

d) Disturb any human remains, including those interred outside of formal cemeteries? ☐ ☐ ☐ ☑

VI. GEOLOGY AND SOILS -- Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
   
   i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. ☐ ☐ ☐ ☑

   ii) Strong seismic ground shaking? ☐ ☐ ☐ ☑

   iii) Seismic-related ground failure, including liquefaction? ☐ ☐ ☐ ☑

   iv) Landslides? ☐ ☐ ☐ ☑

b) Result in substantial soil erosion or the loss of topsoil? ☐ ☐ ☑ ☐

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? ☐ ☐ ☐ ☑

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? ☐ ☐ ☐ ☑

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? ☐ ☐ ☐ ☑
HAZARDS AND HAZARDOUS MATERIALS—Would the project:

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<td>a)</td>
<td>Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</td>
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<td>b)</td>
<td>Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</td>
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<td>c)</td>
<td>Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</td>
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<td>d)</td>
<td>Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</td>
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<td>e)</td>
<td>For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?</td>
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<td>f)</td>
<td>For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</td>
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<td>g)</td>
<td>Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</td>
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<td>h)</td>
<td>Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</td>
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VIII. HYDROLOGY AND WATER QUALITY—Would the project:

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<tr>
<td>a)</td>
<td>Violate any water quality standards or waste discharge requirements?</td>
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b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

☐ ☐ ☑ ☐

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

☐ ☐ ☑ ☐

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

☐ ☐ ☑ ☐

e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

☐ ☐ ☑ ☐

f) Otherwise substantially degrade water quality?

☐ ☐ ☑ ☐

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

☐ ☐ ☑ ☐

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

☐ ☐ ☑ ☐

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

☐ ☐ ☑ ☐

j) Inundation by seiche, tsunami, or mudflow?

☐ ☐ ☑ ☐

IX. LAND USE AND PLANNING—Would the project:
a) Physically divide an established community? ☐ ☐ ☐ ☑

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? ☐ ☐ ☐ ☑

c) Conflict with any applicable habitat conservation plan or natural community conservation plan? ☐ ☐ ☐ ☑

X. MINERAL RESOURCES—Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? ☐ ☐ ☐ ☑

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? ☐ ☐ ☐ ☑

XI. NOISE—Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? ☐ ☐ ☑ ☐

b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? ☐ ☐ ☐ ☑

c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? ☐ ☐ ☑ ☐

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? ☐ ☐ ☑ ☐

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? ☐ ☐ ☐ ☑

f) For a project within the vicinity of a private airstrip, would the project expose people ☐ ☐ ☐ ☑
residing or working in the project area to excessive noise levels?

XII. POPULATION AND HOUSING—Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- Fire protection?
- Police protection?
- Schools?
- Parks?
- Other public facilities?

XIV. RECREATION—

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?
XV. TRANSPORTATION/TRAFFIC—Would the project:

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<td>a)</td>
<td>Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?</td>
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<td>b)</td>
<td>Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?</td>
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<td>c)</td>
<td>Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</td>
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<td>d)</td>
<td>Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</td>
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<td>e)</td>
<td>Result in inadequate emergency access?</td>
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<td>f)</td>
<td>Result in inadequate parking capacity?</td>
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<td>g)</td>
<td>Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?</td>
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XVI. UTILITIES AND SERVICE SYSTEMS—Would the project:

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<td>a)</td>
<td>Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?</td>
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<td>b)</td>
<td>Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
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<td>c)</td>
<td>Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</td>
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<td>d)</td>
<td>Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</td>
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e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?  

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f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?  

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g) Comply with federal, state, and local statutes and regulations related to solid waste?  

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XVII. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?  

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b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?  

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c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?  

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ENVIRONMENTAL CONSEQUENCES OF THE PROPOSED PROJECT

This section considers impacts of the proposed project, including short- and long-term impacts of project actions (construction and operation), and indirect (secondary) impacts from project actions. The analysis presented in this section evaluates whether or not there is potential for significant environmental impacts to occur as a result of the proposed project. This section, as with all sections in this document, is structured to conform to environmental documentation requirements.

For each issue area, a description of thresholds of significance is provided. These thresholds provide guidance in the Lead Agency’s determination as to whether there is potential for significant effects on the environment. One of the following four responses is provided for each issue with regard to the significance of any identified environmental effects:

- **g) No Impact.** The proposed project will not have any measurable impact on the environmental factor being analyzed (e.g., the project will not discharge into a municipal drinking water supply, therefore there will be no impacts on drinking water quality).

- **h) Less Than Significant Impact.** The proposed project will have the potential for impacting the environmental factor under consideration, although this impact will be below established thresholds (e.g. the project will result in discharge to surface waters, but it is not expected that such discharge will result in exceedance of established water quality standards).

- **i) Potentially Significant Impact Unless Mitigation Incorporated.** The proposed project will have the potential to generate impacts that result in exceedance of the threshold significance criteria, but measures such as a change in project design will mitigate such impacts to levels that are less than significant.

- **j) Potentially Significant Impact.** The proposed project will have impacts that are considered significant. Additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Generally, the above responses are considered only in relation to adverse impacts of a project. It is possible that a project may have one or more beneficial impacts on the resource in question, and discussion of mitigation is not meaningful. In such cases, beneficial impacts are identified in the analysis but are evaluated to be less than significant for purposes of the Environmental Checklist. An explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
CEQA Supplemental Information – Impact Analysis

The following sections provide explanation of responses to the referenced Checklist questions.

I. Aesthetics

A, B, C, and D.

No Impact. The project will be built within an enclosed existing well site and will not impact aesthetic resources or affect the existing visual character of the area.

II. Agriculture Resources

A, B, and C.

No Impact. The project site is not located in an agricultural use area, therefore this issue is not applicable.

III. Air Quality

Significance Criteria

Project actions are evaluated in reference to the following:

A. Conflict with or obstruction of implementation of an applicable air quality plan;
B. Violation of any ambient air quality standard, or contribute to an existing or projected air quality violation;
C. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard;
D. Exposure of sensitive receptors to pollutants;
E. Create objectionable odors affecting a substantial number of people.

In addition, the South Coast Air Quality Management District (SCAQMD) has established emissions thresholds for a number of criteria pollutants. These thresholds apply to both short-term (construction-related) emissions and long-term (operational emissions).

A, B, C, and D.

Less Than Significant Impact. Construction of the project would generate short-term exhaust emissions from construction equipment and motor vehicles. Excavation and compaction of soil for the laying of pipe and the installation of concrete base pads will be required, and based on AQMD Rule 403 FUGTIVE DUST, this as well as other site preparation activities would generate fugitive dust of a short-term, temporary nature. However, the short-term emissions from vehicles and fugitive dust are not expected to violate South Coast Air Quality Management District’s existing or projected air quality standards, nor affect a potentially sensitive receptor (dwellings) located adjacent to the project site.
The GAC facility is a closed treatment system, therefore, there will be no impact to air emissions during normal operations.

E.

No Impact. The GAC facility is a closed treatment system and it is not possible for objectionable odors to be released. No impact will occur.

IV. Biological Resources

A, B, C, D, E, and F.

No Impact. The project site is located in an urban area on an existing well site that has been previously cleared and leveled, and is not located in a conservation plan area. No impacts to biological resources will occur.

V. Cultural Resources

A, B, C, and D.

No Impact. The project site is located on an existing water facility and will not impact historical, paleontological, or archaeological resources.

VI. Geology and Soils

A, C, and D.

No Impact. The project site is located on an existing water facility site, upon which a well and related facilities have already been constructed. The site is not located within a fault zone, landslide area, or area of expansive soils, therefore no exposure of people or structures to these hazards will occur.

B.

Less Than Significant Impact. If construction is delayed into the winter season, site preparation would potentially result in some soil erosion due to runoff. In this case, standard erosion control procedures will be in place and erosion impacts will be less than significant.

E.

No Impact. The project will not affect the ability of the soil to adequately support the use of septic tanks or alternative wastewater disposal systems, therefore this issue is not applicable.

VII. Hazards and Hazardous Materials

A, B, and C.

Less Than Significant Impact.
Chlorine has been, and will continue to be used for disinfection of treated drinking water. The solution is classified as a corrosive liquid. Accidental release of chlorine has been evaluated and is addressed in the “Hazardous Materials Business Plan” on file with Los Angeles County Fire Department. The storage tank of the Chlorine solution has a secondary container as required by the Uniform Fire Code, which is designed to prevent the release of the solution into the environment. Transport and handling of the solution will follow specified handling procedures and OSHA requirements. Therefore no significant hazard to the public or personnel is expected.

On a periodic basis, spent carbon from the GAC facility will need to be replaced with newly activated carbon. Due to the fact that the carbon filter will be used to remove carbon tetrachloride, trichloroethylene, and tetrachloroethylene from groundwater, it is anticipated that the spent carbon will have these contaminants. Handling, transportation, and disposal of the spent carbon will comply with all federal, state, and local statutes with regard to the contaminants, therefore no significant hazard to the public or personnel is expected.

D, E, F, and H.

No Impact. The site is not located on a hazardous materials site, nor is it located within two miles of an airport, nor in the vicinity of a private airstrip or wildland area, therefore these issues are not applicable.

G.

Less Than Significant Impact. Site preparation and construction may temporarily result in an increase in traffic in the immediate vicinity of the project site, due to entry/exit of construction vehicles. However it is not expected that this temporary condition will impair or physically interfere with emergency response or evacuation plans of the nearby high school or businesses of the area.

VIII. Hydrology and Water Quality

A, G, H, I, and J.

No Impact. A discharge permit will be obtained from the LA Regional Water Quality Control Board prior to the construction of the facility. The project is not located in a flood hazard area or area subject to seiche, tsunami, or mudflow. No impacts to water quality standards, waste discharge requirements, or exposure of people or structures to floods and related hazards will occur.

B.

Less Than Significant Impact. The project will enable a groundwater extraction well that is currently off-line to go on-line; therefore groundwater extraction from the water table will be incrementally increased. However, this incremental increase is not expected to exceed that which existed prior to the well contamination when the well was on-line.
C, D, E, and F.

Less Than Significant Impact. If construction is delayed into the winter season, site preparation would potentially result in some soil erosion due to runoff. Excavation and compaction of soil for the laying of pipe and the installation of concrete base pads will also be required. In this case, standard erosion control procedures will be in place and impacts on water quality will be less than significant. The facility, after construction, will result in no increase in the amount of impervious surface on the site and therefore in surface runoff. The facility will connect to an existing stormwater system; however, impacts to drainage, stormwater systems, and water quality are not expected to be significant.

IX. Land Use and Planning

A, B, and C.

No Impact. The project is located on an existing well site that will not conflict with general plan designation or zoning. The project site will be compatible with existing land use and have no impact on the physical arrangement of an established community. There is no habitat or natural community conservation plan that is applicable to the site location.

X. Mineral Resources

No Impact. There are no valuable or locally important mineral resources on the site and therefore the project will not impact these resources.

XI. Noise

A, C, D.

Less Than Significant Impact. The noise generated from construction and operation of this facility will be common noise for pipeline and water facility construction and operation. Construction noises will be short-term and will occur only during normal working hours. The temporary additional noise from the construction associated with this project, and periodic noise associated with personnel vehicles and other activities required for maintenance and operation of the facility, are not expected to be significant compared to existing noise levels from the current site use.

B, E, F.

No Impact. The project will not generate groundborne noise, nor is it located within two miles of an airport or in the vicinity of an airstrip, therefore these issues are not applicable.

XII. Population and Housing

No Impact. Project personnel will not reside on the project site, nor will construction of the facility displace people or housing.
XIII. Public Services

A.

No Impact. The project will not require personnel to reside on site, or result in potential for fire or public safety hazard. Therefore the project will not alter existing services, or require new facilities, for fire protection, police protection, schools, parks, or other public facilities. No impacts to these services will occur.

XIV. Recreation

A, B.

No Impact. The project will not require personnel to reside on site or otherwise create conditions under which existing parks and other recreational facilities would be utilized. No impacts to these resources will occur.

XV. Transportation/Traffic

A, B, E.

Less Than Significant Impact. Construction and site preparation will potentially generate a temporary increase in traffic on Garfield Avenue due to entry/exit of construction vehicles to/from the project site. However, this temporary condition is not expected to significantly affect existing traffic loads and capacity of the street system, levels of service, or emergency access on Gage Avenue. The contractor will be required to adhere to all safety measures including but not limited to a special person designated to direct entry/exit traffic.

C, D, F, and G.

No Impact. The project will not affect air traffic patterns or increase hazards due to design features. All maintenance and operation personnel will park on site on a temporary basis as needed. The project will not require any increase in parking capacity of the area or result in inadequate parking capacity. The project will not conflict with alternative transportation policies, plans, or programs.

XVI. Utilities and Service Systems

A, D, and E.

No Impact. The project will not generate wastewater, or require new water supplies or entitlements, therefore impacts to these resources will not occur.

B and C.

Less Than Significant Impact. The project consists of construction of a new water treatment facility in order to address an existing problem of water contamination. The construction is therefore expected to have beneficial environmental effects. The facility will result in no
increase in impervious surface and therefore runoff from the site. This facility will require connecting to the existing storm water drainage system. A discharge permit will be obtained from the LA Regional Water Quality Control Board prior to the construction of the facility.

F and G.

Less Than Significant Impact. On a periodic basis, spent carbon from the GAC facility will need to be replaced with newly activated carbon. Due to the fact that the carbon filter will be used to remove tetrachloroethylene and trichloroethylene from groundwater, it is anticipated that the spent carbon will have the contaminants. Disposal of the spent carbon will comply with all federal, state, and local statutes with regard to this contaminant, and is not expected to significantly affect the capacity of the disposal facility to which it is transported.

XVII. Mandatory Findings of Significance

A.

No Impact. The CEQA Guidelines require a discussion of potential cumulative impacts that could result from a proposed project in conjunction with others in the vicinity. The cumulative impact of several projects is the change in the environment that results from the incremental impact of the project when added to other closely related past, present, or reasonably foreseeable projects. (Guidelines Section 15355).

The vicinity is defined by the immediate areas surrounding the proposed project site. Based on past and current similar projects, this project should have no incremental effect and thus is not significant. The environmental conditions would essentially be the same whether or not the proposed project is implemented.

The project will have a beneficial impact on the environment by treating an existing water contamination problem, and therefore will not have the potential to degrade the quality of the environment.

B and C.

Less Than Significant. Project construction, operation, and maintenance has the potential to cause temporary and/or periodic effects on fugitive dust, soil erosion, and traffic, but these effects are expected to be negligible in comparison to the existing conditions of this urbanized environment. Adverse project impacts, whether direct or indirect, on the environment and on human beings will be less than significant.
SITE MAP INSERT
Commerce Well Number 4 located on Garfield Avenue in the City of Commerce is currently affected by Trichloroethylene (PCE) and Trichloroethylene (TCE), two volatile organic compounds (VOCs), at levels exceeding the maximum contaminant level allowed by the State of California Department of Health Services (DHS). The well is currently offline due to the contamination. The City of Commerce has requested assistance from WRD through the Safe Drinking Water Program to install a treatment system to treat the well and return it to service. The facility will be built within the boundaries of the well site owned and operated by the City of Commerce. The California Water Service Company will perform the routine operation and maintenance associated with the wellhead treatment system. The system will have the capacity to treat the full flow of the well. The treated water will be disinfected prior to entering the distribution system.

The wellhead treatment system will consist of one complete granular activated carbon unit. A permit to construct and operate will be obtained from the California Department of Health Services and a discharge permit (if needed) will be obtained from the Los Angeles Regional Water Quality Control Board prior to the construction of the facility.
FISCAL IMPACT: The construction cost of the Commerce Well 4 is estimated to be $450,000, an amount exceeding the 2001-02 budget; however, the City of Commerce has agreed to participate with additional funding over the amount currently budgeted for this project.

STAFF RECOMMENDATION: That the Committee recommend that the Board execute an agreement with the City of Commerce, upon approval by District Counsel as to form, for an amount not to exceed $300,000 for a treatment system to remove VOCs from Commerce Well Number 4.
WELLHEAD TREATMENT BETWEEN

THE CITY OF COMMERCE

AND

THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recitals</td>
<td>1</td>
</tr>
<tr>
<td>Agreement</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 1 – DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 2 – WARRANTIES AND REPRESENTATIONS</td>
<td>2</td>
</tr>
<tr>
<td>2.1 City's Warranties and Representations</td>
<td>2</td>
</tr>
<tr>
<td>2.2 WRD's Warranties and Representations</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3 – GENERAL PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 4 – ACCESS TO PROJECT SITE; GRANT OF LICENSE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 5 – PERMITS AND APPROVALS</td>
<td>3</td>
</tr>
<tr>
<td>5.1 CEQA Compliance</td>
<td>3</td>
</tr>
<tr>
<td>5.2 Building Permit</td>
<td>3</td>
</tr>
<tr>
<td>5.3 Other Permits</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 6 – PROJECT DESIGN</td>
<td>4</td>
</tr>
<tr>
<td>6.1 Preparation of Project Design</td>
<td>4</td>
</tr>
<tr>
<td>6.2 Approval of Project Design</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 7 – PROJECT CONSTRUCTION</td>
<td>5</td>
</tr>
<tr>
<td>7.1 Advertising for Bids and Award of Contract</td>
<td>5</td>
</tr>
<tr>
<td>7.2 Insurance and Bonds</td>
<td>6</td>
</tr>
<tr>
<td>7.3 Construction in Accordance with Project Design and Applicable Laws</td>
<td>6</td>
</tr>
<tr>
<td>7.4 WRD to Keep City Reasonably Informed</td>
<td>6</td>
</tr>
<tr>
<td>7.5 Project Acceptance and Turnover</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8 – REIMBURSEMENT BY CITY TO WRD OF EXCESS PROJECT PERMITTING, DESIGN AND CONSTRUCTIONS COSTS</td>
<td>7</td>
</tr>
<tr>
<td>8.1 WRD Budget for Project Permitting, Design and Construction</td>
<td>7</td>
</tr>
<tr>
<td>8.2 WRD Payment of Project Permitting, Design and Construction Costs</td>
<td>7</td>
</tr>
<tr>
<td>8.3 City Reimbursement of Amounts Exceeding WRD Budget</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 9 – PROJECT OPERATION AND MAINTENANCE</td>
<td>8</td>
</tr>
<tr>
<td>9.1 City to Operate and Maintain Project and Achieve Groundwater Production Requirement</td>
<td>8</td>
</tr>
<tr>
<td>9.2 Insurance</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 10 – INDEMNITY</td>
<td>9</td>
</tr>
<tr>
<td>10.1 WRD's Indemnity Obligations</td>
<td>9</td>
</tr>
<tr>
<td>10.2 City's Indemnity Obligations</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 11 – DEFAULT AND TERMINATION</td>
<td>9</td>
</tr>
<tr>
<td>11.1 WRD's Right to Terminate for Convenience</td>
<td>9</td>
</tr>
<tr>
<td>11.2 WRD's Right to Terminate for Default</td>
<td>10</td>
</tr>
<tr>
<td>11.3 Termination or Suspension by City</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 12 – MISCELLANEOUS</td>
<td>Page</td>
</tr>
<tr>
<td>----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>12.1 No Third Party Beneficiaries</td>
<td>12</td>
</tr>
<tr>
<td>12.2 Assignment</td>
<td>12</td>
</tr>
<tr>
<td>12.3 Notices</td>
<td>12</td>
</tr>
<tr>
<td>12.4 Amendments</td>
<td>12</td>
</tr>
<tr>
<td>12.5 Integration</td>
<td>12</td>
</tr>
<tr>
<td>12.6 Construction</td>
<td>13</td>
</tr>
<tr>
<td>12.7 Governing Law</td>
<td>13</td>
</tr>
<tr>
<td>12.8 Attorneys’ Fees</td>
<td>13</td>
</tr>
<tr>
<td>12.9 Successors and Assigns</td>
<td>13</td>
</tr>
<tr>
<td>12.10 Authority</td>
<td>13</td>
</tr>
</tbody>
</table>
WELLHEAD TREATMENT BETWEEN
THE CITY OF COMMERCE
AND
THE WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

This Agreement ("Agreement") is entered into as of ____________, 2003 by and between the Water Replenishment District of Southern California ("WRD") and the City of Commerce ("City"), which are referred to collectively herein as the "Parties" and individually as "Party."

Recitals

A. WHEREAS, the Legislature of the State of California has vested in WRD the statutory responsibility to manage, regulate, replenish, and protect the quality of groundwater supplies within the WRD’s boundaries.

B. WHEREAS, the United States Environmental Protection Agency ("USEPA") and the State of California Department of Health Services ("DOHS") have adopted primary drinking water standards and recommended action levels, respectively, which include limits for certain volatile organic compounds ("VOCs"). Water containing VOC concentrations in excess of USEPA standards and/or DOHS recommended action levels has been determined by USEPA and DOHS not to be suitable for municipal domestic purposes.

C. WHEREAS, recent surveys of groundwater quality within the WRD’s boundaries used for municipal supply have shown an increasing concentration of VOCs.

D. WHEREAS, the City owns a water distribution system for the purpose of delivering potable water to its customers within the WRD’s boundaries.

E. WHEREAS, the City has lost the use of a groundwater production well identified as Well No. 4 (the "Project Well"), located within the WRD’s boundaries at 3317 Garfield Avenue, Commerce, California (the "Project Site"), due to the presence of VOCs in quantities exceeding USEPA and/or DOHS standards and action levels.

F. WHEREAS, the WRD, pursuant to its Clean Water Program, desires to install equipment for the removal of VOCs from Project Well groundwater, and the City desires to operate and maintain the Project Well, all as more fully set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and WRD agree as follows:
Agreement

ARTICLE 1 – DEFINITIONS

Applicable Laws means all applicable federal, state and local statutes, laws, regulations, ordinances, approvals, permits and governing agreements.

City means the City of Commerce.

Day or days, whether capitalized or not, shall refer to calendar days. If any time period prescribed in this Agreement falls on a weekend or other holiday, the time period shall be extended to the next business day.

DOHS means the State of California Department of Health Services.

Governmental Agencies means federal, state and local public agencies and entities including, without limitation, the United States, the State of California, cities, counties, districts, boards, commissions and authorities.

Groundwater Production Requirement refers to City’s obligation to operate and maintain the completed Project in accordance with all Applicable Laws and Project operating and maintenance manuals so as to produce __________ gallons/acre feet per day/month/year from the Project Well.

USEPA means the United States Environmental Protection Agency.

VOCs means Volatile Organic Compounds.

WRD means the Water Replenishment District of Southern California.

WRD Budget means the dollar amount of WRD’s budget for the performance of WRD’s obligations under this Agreement.

ARTICLE 2 – WARRANTIES AND REPRESENTATIONS

2.1 City’s Warranties and Representations

2.1.1 The City represents and warrants that it is the owner of the Project Well and Project Site and that it requires no permit, approval or other consent from any third party in order to enter into this Agreement.

2.1.2 The City represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its governing laws, regulations and ordinances.
2.2 **WRD’s Warranties and Representations**

2.2.1 WRD represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its enabling statutes and Administrative Code.

**ARTICLE 3 – GENERAL PURPOSE**

It is the purpose of the Parties in entering into this Agreement that WRD shall cause a Granular Activated Carbon water treatment system, including all necessary piping, pumps and related improvements (the “Project”) to be designed and installed upon the Project Well to remove VOCs from groundwater extracted therefrom, and that City shall thereafter operate the Project so as to produce treated groundwater in accordance with the terms of this Agreement.

**ARTICLE 4 – ACCESS TO PROJECT SITE; GRANT OF LICENSE**

The City hereby grants to WRD, including its engineers, consultants, contractors, employees, agents and representatives, a license to enter upon and use the Project Site and Project Well for all purposes reasonably required for WRD to perform its obligations and to exercise its rights under this Agreement. Said license shall include the right to enter upon the Project Site upon no more than twenty-four (24) hours prior written notice to observe and inspect the Project including, without limitation, the rights to inspect the Project’s operation and maintenance, and to conduct tests of raw groundwater extracted from the Project Well and groundwater treated by the Project. The term of the license granted under this Article shall be for the same term as this Agreement.

**ARTICLE 5 – PERMITS AND APPROVALS**

5.1 **CEQA Compliance**

WRD shall be responsible, at its sole cost and expense, for CEQA compliance. It is WRD’s understanding that such compliance for the Project may be achieved by negative declaration. WRD may, at its sole discretion, terminate this Agreement for its convenience if CEQA compliance for the Project is more costly, time consuming or otherwise burdensome than anticipated by WRD. Such termination shall become effective ten (10) days after the date of written notice of such termination by WRD to CITY. City shall not be entitled to compensation, damages or payments of any kind whatsoever in the event of such termination.

5.2 **Building Permit**

WRD shall cause its Contractor to obtain a building or construction permit for the construction services described herein.
5.3 **Other Permits**

Except as expressly provided elsewhere in this Agreement, City shall, at its cost and in its name, obtain all permits, licenses and approvals necessary for the construction and operation of the Project. City shall be identified as the applicant, permittee, operator and owner in all such permits, licenses and approvals.

5.3.1 WRD acknowledges that the costs of permits including, but not limited to, the sewer discharge permit, have not yet been determined. The City shall advise WRD of the permit costs within five (5) days of ascertaining the total amount of said permit costs. If, after ascertaining the costs of permits, the City determines, in its sole discretion, that the costs are unacceptable to the City, the City may terminate this Agreement on written notice to WRD given within ten (10) days after notifying WRD of such costs. If the City fails to terminate this Agreement within said ten (10) days City shall be deemed to have approved the costs of the permits.

ARTICLE 6 – PROJECT DESIGN

6.1 **Preparation of Project Design**

6.1.1 WRD shall, in accordance with its enabling statutes and Administrative Code, cause a design for the Project to be prepared by a registered engineer (the “Project Design”). The Project Design shall include all earthwork, structures, piping, appurtenances, disinfection and electrical and mechanical controls necessary to convey groundwater from the Project Well to the City’s distribution system.

6.1.2 The Project Design shall be for a treatment system of sufficient size and capacity that groundwater extracted from the Project Well and treated by the Project shall meet or exceed USEPA and DOHS water quality standards for VOCs and achieve the Groundwater Production Requirement.

6.1.3 The City at its cost shall provide to WRD all groundwater test data, plans, reports, maps, records and other information describing, depicting or relating to the Project Site and Project Well for WRD’s use in preparing the Project Design.

.1 Information to be provided by City shall include any and all City requirements to be incorporated into the Project Design and/or construction including, without limitation, requirements pertaining to any height, noise, aesthetic or other restrictions, restrictions on working hours or working days, site access for construction and maintenance, use of the Project Site for temporary facilities and/or storage during construction, availability of temporary utilities during construction and
known subsurface utilities and other structures that may interfere with the work of the Project.

6.2 Approval of Project Design

6.2.1 WRD shall transmit the Project Design to the City for the City’s review and approval before soliciting bids for construction of the Project, which approval shall not be unreasonably withheld. The City’s approval of the Project Design shall be given by written notice to WRD. The approval process shall be as follows:

.1 The City shall be deemed to have approved any portion of the Project Design as to which the City fails to transmit written objections to WRD within fifteen (15) days of the date on which the Project Design was received by the City.

.2 In the event the City timely disapproves of any portion of the Project Design, WRD and the City shall meet and confer within five (5) working days or other mutually agreed upon period in a good faith effort to modify the Project Design so as to resolve the concerns raised by the City. Any revisions to the Project Design shall thereafter be transmitted to the City for its prior review and approval.

.3 In the event that WRD and the City are unable to modify the Project Design so as to resolve concerns raised by the City in its timely written disapproval, either party may terminate this Agreement by ten (10) days written notice to the other Party.

6.2.2 The City’s approval of the Project Design shall be an approval of the location, configuration and appearance of the Project and shall not constitute a warranty or representation that the Project will be capable of achieving USEPA or DOHS water quality standards for VOCs or capable of achieving the groundwater Production Requirement.

ARTICLE 7 – PROJECT CONSTRUCTION

7.1 Advertising for Bids and Award of Contract

WRD shall be the contracting owner for purposes of constructing the Project. WRD shall advertise for bids and award a construction contract for the Project in accordance with the WRD’s enabling statutes and Administrative Code. WRD shall provide City with access to all bids received for the Project and shall consult with City prior to awarding any contract for construction of the Project.
7.2 Insurance and Bonds

WRD shall require its contractor to maintain all insurance and bonds required by Applicable Laws during construction of the Project. WRD shall, in addition, require its contractor to maintain comprehensive general liability insurance with limits of not less than $1,000,000, issued by an admitted carrier acceptable to WRD and naming the City, including its officers, directors and employees as additional insureds.

7.3 Construction in Accordance with Project Design and Applicable Laws

WRD shall cause the Project to be constructed and completed in accordance with the Project Design and Applicable Laws governing the construction of projects in California similar in size, complexity and purpose.

7.4 WRD to Keep City Reasonably Informed

7.4.1 WRD shall keep City reasonably informed of the status of construction activities and shall provide City with access to WRD’s construction books and records upon reasonable request.

.1 WRD shall provide the City with a copy of its contractor’s construction schedule promptly after it is received. City shall promptly thereafter notify WRD in writing of any objections or other concerns it may have regarding the proposed construction schedule.

.2 WRD shall promptly provide the City with copies of all formal notices received from the Project contractor regarding the Project. WRD shall timely provide the City with copies of all invoices submitted by WRD’s contractor for payment for Project work.

.3 WRD shall provide the City with all change requests received from the Project contractor and shall meet and confer with the City before approving any substantial changes to the construction contract for the Project.

.4 WRD shall notify the City at least 48 hours in advance of the delivery and/or installation of major Project components so that City may inspect or observe such activities.

.5 WRD shall notify the City at least 48 hours in advance before the commencement of testing and start-up operations so that City may inspect or observe such activities. WRD shall provide the City with copies of all test and sample reports obtained during Project testing and start-up.
WRD shall notify the City at least 48 hours in advance before conducting final inspection of the Project so that City may inspect or observe such activities.

7.5 Project Acceptance and Turnover

7.5.1 WRD shall give the City written notice of WRD’s proposed acceptance of the Project when all of the work of the Project, including testing and start-up, have been completed. Upon City’s written concurrence that the Project has been completed, WRD will file its Notice of Completion and shall promptly thereafter provide the City with the following, as applicable:

1 A record copy of the Project Design showing the as-built condition of the Project.

2 All manufacturers’ warranties, if any.

3 All operation and maintenance manuals, if any.

4 All groundwater quality test results for tests conducted by WRD or its contractor or consultants, if any.

7.5.2 Within ten (10) days after the filing by WRD of a Notice of Completion as provided herein, or such later time as WRD may request, the Parties shall execute a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form provided at Exhibit A to this Agreement.

ARTICLE 8 – REIMBURSEMENT BY CITY TO WRD OF EXCESS PROJECT PERMITTING, DESIGN AND CONSTRUCTIONS COSTS

8.1 WRD Budget for Project Permitting, Design and Construction

The WRD Budget for performing its permitting, design and construction obligations under this Agreement is Three Hundred Thousand Dollars ($300,000).

8.2 WRD Payment of Project Permitting, Design and Construction Costs

WRD shall be responsible, in the first instance, for paying all costs incurred to perform its obligations under Articles 5, 6 and 7 of this Agreement. WRD shall maintain good and sufficient records of such costs in accordance with generally accepted accounting practices and will make such records available to City for inspection and coping upon reasonable request. WRD will promptly forward copies of invoices received from third parties for such costs to City.
8.3 **City Reimbursement of Amounts Exceeding WRD Budget**

Upon WRD’s issuance of its Notice of Completion of the Project, WRD shall transmit to City a final accounting of costs incurred by WRD to perform its Project Design, Permitting and Construction obligations as set forth in Articles 5, 6 and 7 of this Agreement. The accounting shall indicate the amount by which such costs exceed the WRD Budget and the City, within forty-five (45) days of receipt of such accounting, shall pay such excess to WRD.

**ARTICLE 9 – PROJECT OPERATION AND MAINTENANCE**

9.1 **City to Operate and Maintain Project and Achieve Groundwater Production Requirement**

For a term of ten (10) years commencing on the date of WRD’s Notice of Completion of construction of the Project, the City shall, at its sole cost and expense, operate, maintain and repair the Project Facilities in accordance with all Applicable Laws, the standard of care for the operation, maintenance and repair of similar facilities in California, and in accordance with Project operations and maintenance manuals, all so as to achieve the Groundwater Production Requirement.

9.1.1 The City shall be responsible for making all necessary and appropriate inquiries of manufacturers, other industry specialists and Governmental Agencies with jurisdiction over the Project to insure proper maintenance and operation of the Project.

9.1.2 The City shall, at all times, provide personnel sufficient in number and qualifications to properly operate and maintain the Project.

9.1.3 The City shall be responsible for performing all sampling and testing of water produced from the Project Well required by Applicable Laws. The City shall timely provide the District with copies of all such water sample and test reports and related information.

9.1.4 The City shall provide WRD with copies of all official notices or reports received or transmitted by City regarding the Project or Project Well.

9.1.5 The City shall maintain good and sufficient records of its operation and maintenance activities, including records demonstrating achievement of the Groundwater Production Requirement, in accordance with generally accepted accounting practices and the standard of care for operating similar facilities in California. The City shall make such documents available to WRD for inspection and copying upon reasonable request.
9.1.6 The City shall be responsible for ensuring that the Project is operated in compliance with all Applicable Laws, regulations, permits and approvals including, without limitation, those relating to water quality.

9.2 Insurance

The City shall at all times commencing after issuance of the Notice of Completion of construction of the Project, and for the remaining term of this Agreement, maintain all insurance required by Applicable Laws for the performance of its obligations under this Agreement.

ARTICLE 10 – INDEMNITY

10.1 WRD’s Indemnity Obligations

WRD shall defend, indemnify and hold harmless the City, including City’s elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys’ fees, arising from or relating to WRD’s negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

10.2 City’s Indemnity Obligations

The City shall defend, indemnify and hold harmless the WRD, including WRD’s elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys’ fees, arising from or relating to City’s negligence, willful misconduct, breach of its obligations under this Agreement or failure to comply with Applicable Laws.

ARTICLE 11 – DEFAULT AND TERMINATION

11.1 WRD’s Right to Terminate for Convenience

11.1.1 WRD shall have the right, at its sole discretion, to terminate this agreement without cause for its convenience upon twenty (20) days written notice to City at any time prior to commencement of physical construction of the Project or after issuance of the Notice of Completion of the Project. In the event of a termination under this section, neither party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party.

11.1.2 WRD shall have the right, at its sole discretion, to terminate this agreement without cause for its convenience upon ten (10) days written notice to City at
any time after physical construction of the Project has commenced and before issuance of the Notice of Completion of the Project. In the event of a termination under this section, WRD shall, to the extent practical, cause the Project Well and Project Site to be restored to their condition prior to commencement of construction. In the event of a termination under this section, neither party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party.

11.2 WRD’s Right to Terminate for Default

11.2.1 WRD may provide written notice to City of its intent to terminate this Agreement for default in the event WRD reasonably believes City has materially breached its operations or maintenance or other obligations under this Agreement.

.1 Any notice under this section shall specifically describe the obligation alleged to have been breached and the facts and circumstance of such breach.

.2 Any notice under this section shall indicate that if City does not cure the default in question within twenty (20) days, the Agreement shall terminate.

(a) In the event of a default that by its nature cannot be cured within twenty days, the City must provide WRD with notice of City’s intent to cure, its schedule for doing so, and the City must actually commence such cure within said twenty-day period. If, in WRD’s reasonable judgment, City fails to diligently prosecute such cure to completion, WRD may thereafter terminate this Agreement for default by ten (10) days written notice without providing City with any further opportunity to cure.

.3 Unless City has cured or commenced to cure any default within twenty days of WRD’s service of a notice of intent to terminate for default, this Agreement shall terminate on the twentieth day following such notice.

.4 Following WRD’s termination for default by City, City shall pay for disassembly and relocation of the Project to a site designated by WRD.

11.2.2 In the event this Agreement is terminated by WRD for City’s default, City shall reimburse WRD in the amount of the straight line depreciated value of the Project not exceeding the WRD Budget as of the year in which the termination occurs as follows:

Year 1: $ 270,000
Year 2: $ 240,000
Year 3: $210,000
Year 4: $180,000
Year 5: $150,000
Year 6: $120,000
Year 7: $90,000
Year 8: $60,000
Year 9: $30,000
Year 10: $0

11.2.3 Except as expressly provided in this Article, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party in the event of a termination by WRD for City’s default.

11.3 Termination or Suspension by City

11.3.1 City shall have the right to terminate this Agreement for cause upon twenty (20) days written notice to WRD only upon the occurrence of any one of the following events:

.1 Destruction of the Project due to earthquake, fire or other acts of god or third parties not due in whole or part to City’s negligence or willful misconduct or breach of its obligations under this Agreement.

.2 The discovery of contaminants or other constituents in groundwater extracted from the Project Well that cannot be removed by the Project and that prevent the groundwater from being put to its intended use under Applicable Laws without a significant capital improvement to the Project.

11.3.2 City shall have the right to suspend performance of its obligations under this Agreement upon twenty (20) days written notice to WRD, or such shorter time as may be required by an emergency or other exigent circumstances, upon the occurrence of any one of the following circumstances:

.1 The discovery of latent design or construction defect in the Project that renders the Project incapable of performing its intended function.

.2 A breakdown or other malfunction in the Project that is not due to City’s negligence or willful misconduct or breach of its obligations under this Agreement and that will require more than ten (10) days to repair.

.3 City’s reasonable belief that continued delivery of groundwater from the Project to the City’s water distribution system, without further investigation and inquiry, presents a risk to public health.
Upon receipt by WRD of any notice of suspension by City, WRD and City shall meet and confer to verify the cause of the suspension and to determine whether it can be removed with reasonable expense and effort. Upon removal of the cause for any suspension under this Section, City shall be required to achieve the pro rata Groundwater Production Requirement for the portion of any year during which the suspension was not in effect.

ARTICLE 12 – MISCELLANEOUS

12.1 No Third Party Beneficiaries

Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

12.2 Assignment

This Agreement may not be assigned without the non-assigning Party’s prior express written consent.

12.3 Notices

Any notice, instrument, payment or document required to be given or delivered under this Agreement shall be given to the following in a manner that provides for proof of delivery using the most expeditious means warranted by the circumstances:

If to WRD:

Water Replenishment District of Southern California
12621 E. 166th Street
Cerritos, CA 90703
Phone: (562) 921-5521
Fax: (562) 921-6101

If to City:

12.4 Amendments

This Agreement may not be modified except by written amendment executed by WRD and the City.

12.5 Integration
This Agreement represents the entire understanding of WRD and the City as to the subject matter hereof and supersedes all prior agreements, communications and representations, whether written or oral. The Parties represent and warrant that they are not entering into this Agreement based upon any facts or representations that are not expressly set forth in this Agreement.

12.6 **Construction**

This Agreement shall be construed as the product of a joint effort by the Parties and any rule requiring that agreements or provisions thereof be construed against the drafter shall not apply.

12.7 **Governing Law**

This Agreement shall be governed by the laws of the State of California.

12.8 **Attorneys’ Fees**

In the event of a dispute arising from or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees.

12.9 **Successors and Assigns**

This Agreement shall inure to the benefit the Parties’ respective successors and assigns.

12.10 **Authority**

The persons executing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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**Signature**

**Print Name**

President, Board of Directors

**Title**

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**Signature**

**Print Name**

Secretary, Board of Directors

**Title**
Approved As To Form

WESTON, BENSHOOF, ROCHEFORT,
RUBALCAVA & MACCUISH, LLP

Attorneys for the Water Replenishment
District of Southern California

CITY OF COMMERCE
OFFICE OF THE CITY ATTORNEY
QUITCLAIM DEED,
QUITCLAIM BILL OF SALE AND
QUITCLAIM ASSIGNMENT

This Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment (this “Quitclaim”) is made this ____ day of ________________, 200__, by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (“WRD”) and The CITY OF COMMERCE (“CITY”), with reference to the following facts:

A. The City is the owner of that certain real property commonly known as 3317 Garfield Avenue, Commerce, California (the “Real Property”).

B. The City and WRD entered into that certain Agreement dated as of __________, (the “Agreement”), pursuant to which WRD expended Safe and Clean Water Grant Program funds directly towards the construction of Central Basin improvements on the Real Property, including a water treatment system on a groundwater well located at the Real Property (“Improvements”).

C. In connection with said construction and procurement, WRD may have obtained certain intangible property, including but not limited to (i) all warranties, contract rights and guaranties pertaining to the Real Property including, but not limited to, all warranties from contractors, architects, engineers and material and labor suppliers (whether written or implied); (ii) all licenses, certifications, authorizations, approvals, rights, privileges, entitlements, permits, zoning, subdivision, development, building or use (e.g., certificates of occupancy), applications, filings, agreements or approvals issued or granted by any governmental or quasi-governmental authority and related to the operation, ownership, leasing, subdivision, development, use and/or maintenance of the Real Property and Improvements; (iii) any and all other contracts related to the Real Property and Improvements and/or the operation, maintenance and repair thereof; (iv) any other intangible property relating to the ownership, use, occupancy or operation of the Real Property and Improvements (collectively, the “Intangible Property”).

D. WRD desires to confirm the City’s ownership of, and responsibility for, the Real Property, the Improvements and the Intangible Property by quitclaiming to the City all of WRD’s right, title and interest in and to the Real Property, the Improvements and the Intangible Property, excepting only City’s Grant of a License by to WRD under Article 4 of the Agreement, and the City desires to accept said quitclaim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRD and The City agree as follows:

1. Quitclaim. WRD hereby: (a) remises, releases and forever quitclaims to the City all of WRD’s right, title and interest in and to the Real Property; (b) WRD hereby quitclaims, sells, transfers and delivers to the City all of WRD’s right, title and interest in and to the Improvements; and (c) quitclaims, transfers, assigns and delivers to the City all of WRD’s right, title and interest in and to the Intangible Property.
2. **No Representations, Warranties or Covenants.** This Quitclaim is given by WRD to the City without express or implied representation, warranty or covenant of any kind or nature whatsoever, whether pursuant to the California Civil Code, the California Uniform Commercial Code or otherwise. WITHOUT LIMITING THE FOREGOING, WRD EXPRESSLY DISCLAIMS AND NEGATES: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

3. **Acceptance.** The City hereby accepts this Quitclaim on the terms and conditions stated herein.

4. **Governing Law.** This Quitclaim is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California without resort to choice of law principles.

   IN WITNESS WHEREOF, this Quitclaim has been executed as of the date first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By: _________________________________
Name: _______________________________
Its: ________________________________

CITY OF COMMERCE

By: _________________________________
Name: _______________________________
Its: ________________________________
AGENDA ITEM NO. VIII

DATE: OCTOBER 6, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: BRUCE A. MOWRY, GENERAL MANAGER
SUBJECT: ASHLAND CHEMICAL REPLENISHMENT ASSESSMENT EXEMPTION RESOLUTION

WRD has the authority to provide exemptions to the Replenishment Assessment (RA) for groundwater treatment programs that remedy groundwater contamination and do not put the treated water to beneficial use. This authority is described in Section 60318 of the California Water Code.

Ashland Chemical, located in Santa Fe Springs in the Central Basin, has been granted such an exemption for more than 10 years, most recently by the WRD Board of Directors in Resolution 96-520. The term of this exemption was five years and has expired. Another resolution by the WRD Board of Directors is required in order to allow Ashland Chemical to continue to extract and treat contaminated groundwater exempt from the RA.

This item was brought up for discussion at the August 8th and September 11th Groundwater Clean-up Committee meetings. Committee members instructed staff to acquire additional information on the constituents contained in the contaminated groundwater and to evaluate the possibility of putting the water to beneficial use.

At the September 11th meeting, District staff presented the application provided by Ashland Chemical that characterized the nature of the contamination and Ashland Chemical’s reasons for not putting the water to beneficial use. Also at the September 11th meeting, Committee Members instructed staff to meet with the City of Santa Fe Springs to assess the possibility of putting this water to beneficial use within the City. District Staff have a meeting scheduled with the City on October 1st and will discuss its outcome at the next Groundwater Clean-Up Committee meeting scheduled for October 6th.
FISCAL IMPACT:
No net financial impact. Treatment levels will continue at current level.

STAFF RECOMMENDATION:
For discussion.
AGENDA ITEM NO. IX

DATE: OCTOBER 6, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: BRUCE A. MOWRY, GENERAL MANAGER
SUBJECT: WHITTIER NARROWS VOLATILE ORGANIC COMPOUNDS - PLUME UPDATE

The Central Basin Municipal Water District's (CBMWD) Water Quality Protection Plan (WQPP) intends to extract water containing tetrachloroethylene (PCE) and other volatile organic contaminants (VOC) that have migrated south of the US EPA’s Whittier Narrows Operable Unit into the northern portion of the Central Basin in the area. The well water will be pumped to a central treatment facility where it will be treated with granular activated carbon to remove the VOC, and then delivered to local water purveyors for domestic consumption.

The following is an update on progress to date:

1. Results of EPA monitoring at their nearest monitoring well, 4-12, from May 2003 shows that PCE was found at 0.6, 3.7 and 9.2 ppb in separate zones. The MCL is 5 ppb.

2. The initial project has been downsized from 3 to 2 wells. The extraction rates will still be equivalent to the original 3 wells and is estimated to be about 2200 gpm each. A contract was recently awarded for the design/build of the central treatment facility, which is scheduled to be completed by February 2004. Construction of the well collector pipeline has been completed.

3. WRD granted in July 2003 an extension of the exemption from the replenishment assessment during the startup phase, when treated water will be discharged to the San Gabriel River and percolated back into the basin.
4. DHS has indicated that this water source is considered an “impaired” source, and therefore, their “Guidance for Direct Domestic Use of Extremely Impaired Sources (Policy Memo 97-005)” is applicable. DHS recognized that some contaminants will be removed by the upstream WNOU, and therefore, has indicated that a public hearing will not be required. However, they did indicate that all other requirements specified in this document must be met. This includes treatment of the VOC to reduce levels to below detection limits and applying for amendments to domestic water supply permits of the local purveyors who will be served the treated water.

**FISCAL IMPACT:** None.

**STAFF RECOMMENDATION:** For information.
The Goldsworthy Desalter delivered approximately 231 acre-feet of drinking water to City of Torrance in the month of August 2003. The chloride level in the well water remained within 1,100 to 1,200 mg/L in August.

The unstable chemical feed conditions experienced with the sulfuric acid and threshold inhibitor metering pumps have been resolved through troubleshoot diagnosis and repair. Calibration of various instruments is in progress.

A recent evaluation of RO membrane performance data showed a high differential pressure through the first-stage RO train as well as symptoms of potential fouling of the membranes. Two RO elements were removed from the RO train, one at the front end and the other at the rear end, and sent to the membrane manufacturer for testing of performance. The manufacturer’s test results confirmed the high differential pressure through the first-stage RO train. The results also showed that the membranes were producing very good quality of water and with no signs of chemical or biological fouling.

To relief the high differential pressure condition, a reverse flush is scheduled to be performed on the RO train at the end of September. If the reverse flush does not resolve the problem, a membrane cleaning with a special cleaning agent will be performed to correct the problem.

The motor bearings of the RO feed pump and one of the finished water pumps are wearing out and require replacement. The motor bearing replacement will be scheduled to occur concurrently with chemical cleaning of the RO membrane since both activities would require facility shutdown.
FISCAL IMPACT: None. All work has been budgeted for 2003-2004.

STAFF RECOMMENDATION: For information.