

**REGULAR MEETING OF THE GROUNDWATER CLEAN-UP COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
12621 E. 166th Street (Corner, Bloomfield & 166th), Cerritos, California
8:00 A.M., THURSDAY, NOVEMBER 20, 2003**

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 OCTOBER 6, 2003

STAFF RECOMMENDATION: Approve the minutes as submitted.

IV. AMERICAN WATER WORKS ASSOCIATION RESEARCH FOUNDATION MEMBERSHIP FEES

STAFF RECOMMENDATION: That the Committee recommend that the Board renew the District's membership in the American Water Works Association Research Foundation for \$40,000 for the period October 2003 to September 2004.

V. TEMPORARY ACCESS AND LICENSE AGREEMENT

STAFF RECOMMENDATION: That the Committee approve the execution of the license agreement between WRD and the Pacific Energy Group for entering their property and performing geotechnical investigation for construction of the Demonstration Wall.

VI. GROUNDWATER CONTAMINATION PREVENTION – SANTA FE SPRINGS

STAFF RECOMMENDATION: For information.

VII. ROBERT W. GOLDSWORTHY DESALTER UPDATE

STAFF RECOMMENDATION: For information.

VIII. GROUNDWATER QUALITY – PERCHLORATE AND ARSENIC UPDATE

STAFF RECOMMENDATION: For information.

IX. ADJOURNMENT

Agenda posted by Abigail C. Andom, Acting Deputy Secretary, November 14, 2003

MINUTES OF OCTOBER 6, 2003
A REGULAR MEETING OF THE GROUNDWATER CLEAN-UP COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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 October 6, 2003, at 9:12 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: Paul Cook, Central Basin Municipal Water District

II. PUBLIC COMMENT

None.

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

The minutes were approved as submitted.

IV. SAFE DRINKING WATER PROGRAM UPDATE

Assistant Engineer Charlene King stated that there are currently four projects in the design and/or construction phase: Norwalk Well No. 8, Southern California Water Company (SCWC) Converse Well, City of Commerce Well 4L, and SCWC Imperial Wells 1, 2, and 3.

Ms. King added that there are two other candidates for evaluation: one from Sativa Water Company Well No. 4 in the City of Compton and one from Suburban Water Systems Well No. 410 in the City of La Mirada. She noted that there are 11 wellhead treatment facilities in operation.

V. SAFE DRINKING WATER PROGRAM – CITY OF COMMERCE WELL 4 TREATMENT PROJECT AUTHORIZATION TO ADVERTISE FOR BIDS

Ms. King noted that 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 wellhead treatment system will consist of one complete granular activated carbon unit.

The Committee recommended that the Board authorize the General Manager to advertise for bids for construction of the Safe Drinking Water Program treatment facility for the City of Commerce Well Number 4.

VI. SAFE DRINKING WATER PROGRAM – CITY OF COMMERCE WELL 4 CEQA NEGATIVE DECLARATION ADOPTION

Ms. King stated that 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 Commerce Well 4 treatment 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 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 and no comments were received.

Discussion followed on Section XVI., Utilities and Service Systems of the CEQA document. The Committee recommended that staff clarify the language in question.

VII. SAFE DRINKING WATER PROGRAM – CITY OF COMMERCE WELL 4 TREATMENT PROJECT AGREEMENT BETWEEN COMMERCE AND WRD

The Committee reviewed the draft agreement and asked that General Counsel review the sections in question.

VIII. ASHLAND CHEMICAL REPLENISHMENT ASSESSMENT EXEMPTION RESOLUTION

Engineer Jason Weeks stated that at the September 11th Groundwater Clean-up Committee meeting, staff presented the application provided by Ashland Chemical that characterized the nature of the contamination and their reasons for not putting the water to beneficial use. Staff has since learned that about 100 AF of that water is being put to beneficial use. Also at that meeting, the Committee instructed staff to meet with the City of Santa Fe Springs to assess the possibility of putting their water to beneficial use. Staff had a meeting with the City on October 1st and potential beneficial uses were discussed. Staff will continue to look at other industrial applications and determine the economics.

IX. WHITTIER NARROWS VOLATILE ORGANIC COMPOUNDS – PLUME UPDATE

Mr. Paul Cook from Central Basin Municipal Water District (CBMWD) gave an update on their Water Quality Protection Plan. The Plan 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. Mr. Cook stated that the plant is under construction with a January 2004 target completion date.

X. ROBERT W. GOLDSWORTHY DESALTER UPDATE

Senior Engineer Paul Fu stated that 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.

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. To relieve the high differential pressure condition, a reverse flush is scheduled to be performed on the reverse osmosis (RO) train. If the reverse flush does not resolve the problem, a membrane cleaning with a special cleaning agent will be performed to correct the problem. Also, 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 scheduled for October 8th

Senior Hydrogeologist Ted Johnson gave an update on the horizontal well technology. Discussion followed. The Committee instructed staff to provide additional information.

XI. ADJOURNMENT

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

Chairperson

ATTEST:

Director

AGENDA ITEM NO. IV

DATE: NOVEMBER 20, 2003

TO: GROUNDWATER CLEANUP COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

**SUBJECT: AMERICAN WATER WORKS ASSOCIATION RESEARCH
FOUNDATION MEMBERSHIP FEES**

The American Water Works Association Research Foundation (AWWARF) sponsors applied research for all aspects of the drinking water industry including water resources, supply, quality, and distribution. AWWARF is funded through subscriber membership fees, which are typically based on the annual amount of water delivered or served to customers. Other subscribers include the Central and West Basin Municipal Water Districts, the Los Angeles Department of Water and Power, Long Beach and the Metropolitan Water District of Southern California. Membership affords WRD and local purveyors' access to and participation in state-of-the-art research developments in the water industry, and also maximizes leverage of pooling resources for mutually beneficial projects and investigations.

In recent years, AWWARF has conducted or sponsored research projects of particular relevance to WRD and our purveyors, including:

- Increased security of water systems
- Soil aquifer treatment of reclaimed water
- Tracing movement of contaminants through aquitards
- Groundwater contamination – arsenic, chromium, and perchlorate
- Desalination
- Iron and manganese
- Evaluation of membrane technologies
- Wellhead treatment methods
- Disinfection byproducts (DBP's)

- Bacterial regrowth in distribution systems
- Infrastructure improvements – pipes, linings, coatings, pumps, tanks
- Enhanced communication on drinking water issues

AWWARF has requested payment of \$40,000 for continued subscription for the period October 2003 to September 2004.

FISCAL IMPACT: \$40,000 has been budgeted for FY 03-04.

RECOMMENDATION: That the Committee recommend that the Board renew the District's membership in the American Water Works Association Research Foundation for \$40,000 for the period October 2003 to September 2004.

AGENDA ITEM NO. V

DATE: NOVEMBER 20, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: TEMPORARY ACCESS AND LICENSE AGREEMENT

The Alamitos Physical Barrier project is a Deep Soil Mixed (DSM) Wall which is an alternative and or a complement to the existing Alamitos Seawater Barrier Project. The existing Seawater Barrier consists of 35 injection wells along a 2-mile stretch; located at approximately two miles inland from the mouth of the San Gabriel River. The existing Barrier project requires injection of approximately 6,000 A.F. of expensive non-interruptible imported water annually.

The primary economic benefit of the project when it was conceived was the ability to shift imported water demands at the barrier from more expensive non-interruptible water to less expensive seasonally available water. A recent agreement between the District and the Long Beach Water Department (LBWD) has provided the District with the opportunity to purchase imported water through the LBWD at the seasonal rate; therefore, the benefits of this project have changed significantly. However, due to uncertainties in future imported water costs and the availability of matching funds from the U.S. Bureau of Reclamation (USBR) the District is continuing to move forward on the implementation of a demonstration project to assess the DSM Wall's effectiveness. The USBR is the lead agency and will share 50% of all the costs associated with the demonstration project.

Psomas and their sub-consultant partners on this project, CH2MHill, and GeoPentech have been retained by WRD to develop the environmental, geotechnical and feasibility evaluation on the demonstration project and the full scale project, which may ultimately result in construction of a two mile long underground DSM Wall.

In an effort to complete our geotechnical field investigation for construction of the demonstration wall, WRD, staff has met with the Pacific Energy Group who owns the vacant property along the future DSM Wall alignment and has requested permission for GeoPentech, the geotechnical consultant on this project to enter their property and conduct the required field investigation for the demonstration project. The Pacific Energy Group has verbally approved the entrance to their property.

In order to formalize the entrance to their property our legal council has drafted a license agreement which will require the WRD Board of Directors approval for proper execution.

FISCAL IMPACT: None.

RECOMMENDATION: That the committee approve the execution of the license agreement between WRD and the Pacific Energy Group for entering their property and performing geotechnical investigation for construction of the Demonstration Wall.

TEMPORARY ACCESS AND LICENSE AGREEMENT

This Temporary Access and License Agreement is made as of December____, 2003 by and between Pacific Terminals LLC ("Owner"), and the Water Replenishment District of Southern California, a *water replenishment district formed under Division 18 of the California Water Code* ("WRD").

R E C I T A L S

A. Owner is the owner of certain real property located in the City of Long Beach, California known as Assessor Parcel No. 7237-019-806, and generally depicted on Exhibit "A" attached hereto ("Property").

WHEREAS, WRD desires to enter onto the Property for the purpose of performing certain soil and ground water testing as more particularly provided herein.

WHEREAS, Owner is willing to grant WRD access to the Property for the limited purposes set forth herein subject to each of the terms and conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Scope of Permitted Use; Access to Property. WRD shall be permitted to enter upon the Property for the limited purpose of performing the investigations and testing activities described on Exhibit A hereto ("Permitted Use"). -WRD shall indemnify, defend and hold Owner harmless from any claims, damages, liabilities or expenses, including attorneys' fees, arising out of WRD's use of any adjacent property for access to the Property, including, without limitation, any claims from the adjacent landowner.

2. Term. WRD shall commence its Permitted Use of the Property on or before _____, 2003. WRD shall have the right to access the Property for a total of not more than fifteen (15) days and shall complete its Permitted Use and access to the Property on or before _____, 2003 ("Expiration Date"). Upon the Expiration Date, WRD's right to access and enter upon the Property shall automatically terminate and this Agreement shall terminate, except with respect to the provisions of Sections 4, 5 and 7 of this Agreement which shall survive the termination hereof and shall continue indefinitely: *(subject to any applicable statutory limitations of actions)*. *At any time prior to the commencement of work on the Property by WRD, or any time after the commencement of work if WRD is in default of any obligation hereunder, Owner shall have the right to terminate this Agreement (subject to survival of Sections 4, 5 and 7, as aforesaid) at any time, immediately upon written notice to WRD.*

3. Conduct of Field Activities. All field activities and entry upon the Property shall be conducted within the time specified in Section 2 above, and at a time which is mutually convenient to Owner and WRD. WRD agrees to coordinate its Permitted Use of the Property with Owner to minimize any interference any other use of the Property. The Permitted Use and

all activities by WRD on or about the Property shall be conducted and performed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (“Applicable Laws”).

4. Reports. As partial consideration to Owner hereunder, WRD shall delivery copies of all final reports, documents, surveys, maps and information (collectively, the “Information”) resulting from its investigation, tests and activities on or about the Property without charge or expense to Owner. WRD shall deliver two (2) copies of all such Information to Owner within thirty (30) *business* days following the completion of such Information.

5. Removal and Remediation. Upon the Expiration Date, WRD shall remove all investigation equipment placed on the Property, together with all soil cuttings and waste generated from the Permitted Use. WRD shall remove all wastes, borings, cuttings and waste from the Property in sealed containers and in accordance with all Applicable Laws. WRD shall restore the surface of the Property to its original condition, including back filling all bore holes as specified in the Work Plan, within a reasonable time, not to exceed seven (7) *business* days after completion of the field investigation work. WRD shall repair any damage caused to the Property by its Permitted Use or entry thereon, all at its sole cost and expense.

6. Insurance. At all times during any entry upon the Property by WRD or its contractors, agents or employees, WRD shall maintain a policy or policies of insurance which shall include the following coverages: (i) commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000) per person per occurrence; (ii) automobile liability insurance with limits of not less that One Million Dollars (\$1,000,000); and (iii) Workers’ Compensation Insurance at statutory levels. Owner shall be named as an additional insured with respect to the commercial general liability insurance policy, and WRD shall deliver a certificate of insurance evidencing all such insurance coverages to Owner prior to any entry upon the Property. All policies of insurance carried by WRD shall contain a waiver of subrogation in favor of Owner.

7. Indemnification. WRD shall indemnify, defend and hold Owner harmless from and against any and all claims, actions, proceedings, damages, liabilities, obligations, penalties, administrative actions or proceedings, costs and expenses, including, without limitation, attorneys’ fees, arising from or any way relating to (i) any act or omission by WRD or any of its employees, agents or contractors on or about the Property, (ii) the Permitted Use and/or WRD’s entry upon the Property, (iii) WRD’s violation of any Applicable Laws relating to the Permitted Use and/or WRD’s entry upon the Property, (iv) a breach or default by WRD under this Agreement, (v) any damage or destruction to the Property or any portion thereof proximately caused by WRD, (vi) any claim or action or enforcement proceeding initiated by the California Coastal Commission or any other state, federal or local governmental agency or entity regarding the Permitted Use or WRD’s actions on or about the Property, and (vii) any claim of any contractor retained by WRD or any mechanics’ or materialmens’ lien filed with respect to the Property resulting from Permitted Use or the activities of WRD on or about the Property. The foregoing indemnification shall include costs of suit and attorneys’ fees incurred by Owner in connection with any indemnified matter hereunder.

8. Compliance with Safety Regulations. WRD and its contractors, employees and agents shall at all times comply with all applicable work or safety laws, including the Occupational Safety and Health Act and any and all similar laws and regulations of any federal, state or local governmental entity having jurisdiction over the Property or the activities contemplated herein.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Attorneys' Fees. In the event of any dispute between the parties to this Agreement or any action or proceeding in connection with or relating to Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties all expenses, fees and costs of such matter, including without limitation reasonable attorneys' fees and any costs of appeal, investigation, preparation and professional or expert consultation or testimony incurred in connection with the matter. Moreover, if any party hereto without fault is made a party to any litigation instituted by or against any other party hereto, such other party shall indemnify such innocent party against and save him harmless from all costs and expenses, including reasonable attorneys' and experts' fees and costs incurred by him in connection therewith.

11. No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12. Integration. This Agreement and other documents expressly incorporated herein by reference contain the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

13. Notices. Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight delivery service, or by telecopier or other reliable electronic type mail system to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after deposit with Federal Express or other reputable overnight delivery service, or twenty-four (24) hours after transmission by telecopier or other reliable electronic type mail system.

To: Pacific Energy Group LLC 5900 Cherry Avenue
Long Beach, Ca 90805
Attn: Debra Moudy
Fax No. (562) 728-2823

To: Water Replenishment 12621 East 166th Street
District of Southern California Cerritos, CA 90703
Attn.: Kavous Emami
Fax No. (562) 921-6101

Copy to: Darren L. Hereford, Esq.
Weston Benshoof Rochefort Rubalcava MacCuish
LLP
333 South Hope Street, 16th Floor
Los Angeles, CA 90071
Fax No. (213) 576-1100

14. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

“WRD”

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA, a *water
replenishment district formed under Division 18 of
the California Water Code*

By:

Its: President

By:

Its: Secretary

APPROVED AS TO FORM:

*Weston Benshoof Rochefort Rubalcava &
MacCuish, LLP*

By:

*Edward J. Casey, Esq.
Attorneys for Water Replenishment District
of California*

“OWNERS”

Pacific Terminals LLC

DRAFT

AGENDA ITEM NO. VI

DATE: NOVEMBER 20, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER CONTAMINATION PREVENTION – SANTA FE SPRINGS

Several major cleanup investigations are currently in progress in Santa Fe Springs at various sites. Even though onsite cleanup efforts are underway, concern has been raised regarding the potential migration of contaminants off site. Several meetings have been held among the various regulatory agencies and the District. It was agreed that a regional approach to understanding the extent of contamination and potential impacts on drinking water aquifers and replenishment activities should be explored. Agencies participating in these discussions include:

- Water Replenishment District
- United States Environmental Protection Agency
- United States Geological Survey
- State Regional Water Quality Control Board
- State Department of Toxic Substances Control

As a first step, a Memorandum of Understanding (MOU) was drafted and circulated for review on October 23, 2003. It sets forth a basic understanding that each agency will work together cooperatively and that the District will serve as a repository or clearinghouse for the data being collected. No commitments regarding funding are included at this time in this MOU.

FISCAL IMPACT: None.

RECOMMENDATION: For information.

AGENDA ITEM NO. VII

DATE: NOVEMBER 20, 2003
TO: GROUNDWATER CLEAN-UP COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ROBERT W. GOLDSWORTHY DESALTER UPDATE

The Goldsworthy Desalter delivered approximately 162 acre-feet of drinking water to City of Torrance in the month of October 2003. The chloride level in the well water remained within 1,000 to 1,100 mg/L in October.

The motor bearings of the RO feed pump and one of the finished water pumps have been replaced with new bearings. The Desalter was shut down for one week in October to conduct the repair work. The pumps are now functioning normally.

The RO train has experienced a high differential pressure through the Stage 1 unit. To relief the high differential pressure condition, a reverse flush was performed on the RO train on September 30th. The reverse flush was partially successful; a membrane cleaning with a special cleaning agent will be scheduled to fully correct the problem.

The immersion heater and the control panel for the membrane cleaning system are not functioning. Staff has diagnosed the problems, and the repair work is in progress.

Staff is proceeding with the evaluation of drilling a horizontal well as backup to the existing well. The new well would lie at the base of the Silverado Aquifer in the highest concentrations of chlorides. Staff is conducting a survey in the contractor community for their ability, experience, and interest to design and build such a well on a performance basis (the well performs or WRD does not pay for it). Based on the results of this survey, Staff will recommend to the committee either to move forward with the bidding process, or work with Schlumberger the only known contractor identified to date who could do the horizontal drilling. Staff will provide an update on the survey at the meeting.

FISCAL IMPACT: None. All work has been budgeted for 2003-04.

RECOMMENDATION: For information.

AGENDA ITEM NO. VIII

DATE: NOVEMBER 20, 2003
TO: GROUNDWATER CLEANUP COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER QUALITY – PERCHLORATE AND ARSENIC UPDATE

Perchlorate is a contaminant of industrial origin. It is a component of rocket fuel, and can inhibit the uptake of iodide by the thyroid gland, which leads to impairment of metabolism, proper development of young children, and creation of tumors in the thyroid. The State Department of Health Services (DHS) reduced the action level from 18 ppb to 4 ppb, the analytical detection limit, on January 18, 2002. If a well is found to contain perchlorate above 40 ppb, ten times the action level, the DHS recommends removing that well from service.

Section 116275 of the Health and Safety Code requires DHS to adopt a new MCL by January 1, 2004. OEHHA has issued draft public health goals (PHG), but has not indicated when the PHG will be finalized, which is usually completed before DHS establishes an MCL. OEHHA has indicated that the appropriate level should be 2 ppb for children and 6 ppb for adults. It has been found in a few wells at or over 4 ppb in Central Basin. It has not been detected in any of WRD's monitoring wells. Effective treatment is with ion exchange, bioreactors, and granular activated carbon (GAC). MWD's Colorado River water has had levels between 4 and 6 ppb, but blends have been consistently at 4 ppb.

DHS may take unprecedented action and set an MCL for perchlorate under emergency rulemaking to comply with Section 116275, even though a PHG has not been finalized. In setting an MCL, the DHS must consider not only health effects, but technical and economic feasibility and issues.

Arsenic – Section 116361 of the State’s Health and Safety Code requires the State DHS to adopt a new arsenic MCL by June 30, 2004. The DHS is required to establish a new standard at a maximum of 10 ppb, the new federal standard, but it has the option of setting it lower. On March 7, 2003, OEHHA issued a draft PHG, a standard based on health effects alone, at 0.004 ppb. At 10 ppb, 11 production wells would be impacted in the Central Basin. If it is at 2 ppb, the analytical detection limit, over 90 wells would be impacted.

Major issues include both technical and economic feasibility. Various pilot tests show promising results using various technologies, including ion exchange and activated alumina. SCWC’s demonstration project in partnership with WRD at their Century Well in Paramount uses iron based adsorbents (granular ferric hydroxide). The proper disposal of residuals is also critical; the California Waste Extraction Test (WET) measures the leachability of the residuals when disposed in landfills. Not all residuals from treatment processes are able to meet this criteria.

DHS is considering setting a new arsenic MCL concurrent with the proposed MCL for perchlorate by January 1,2004.

More updated information will be presented at the committee meeting.

FISCAL IMPACT: None.

RECOMMENDATION: For information.