California Regional Water Quality Control Board
San Francisco Bay Region

RESPONSE TO WRITTEN COMMENTS

On the Tentative Orders for
East Bay Collection System Satellites:
City of Emeryville, NPDES Permit CA0038792
City of Alameda, NPDES Permit CA0038474
City of Albany, NPDES Permit CA0038491
City of Berkeley, NPDES Permit CA0038466
City of Oakland, NPDES Permit CA0038512
City of Piedmont, NPDES Permit CA0038504
Stege Sanitary District, NPDES Permit CA0038482

The Regional Water Board received written comments from the East Bay collection system satellites (Satellites), except for the City of Oakland, on tentative orders distributed for public comment on January 10, 2025. Most of the comments are the same as comments made during the 2014 and 2020 permit reissuances. Because the comments address issues related to all the tentative orders, we prepared one response to comments.

The comments are summarized below in *italics* (paraphrased for brevity) and followed by a staff response. For the full content and context of the comments, please refer to the comment letter. To request copies of the comment letter, see the contact information provided in Fact Sheet section 7.7 of the Revised Tentative Orders.

Revisions are shown with ~~strikethrough~~ for deletions and <u>underline</u> for additions.

Comment 1
The Satellites indicate that the Consent Decree and Statewide General Waste Discharge Requirements (WDRs) (Order 2022-0103-DWQ) adequately regulate their conveyances of wastewater to the East Bay Municipal Utility District (EBMUD) and thus NPDES permits are unnecessary.

The Satellites believe NPDES permits for the Satellites are unnecessary since they are regulated by a Consent Decree that requires implementation of a regional asset management program and puts EBMUD on a path toward eliminating discharges from its Wet Weather Facilities (WWFs). The Consent Decree provides the relevant enforcement mechanism, in the form of stipulated penalties, to require the Satellites to rehabilitate and clean sanitary sewer infrastructure, identify and eliminate sources of inflow and infiltration to the sewer systems, and continue to require repair and replacement of private sewer laterals under local and regional ordinances. By its terms and conditions, the Consent Decree regulates the Satellites more closely, and for a longer period, than any NPDES permit. The Consent Decree therefore renders NPDES permits for the Satellites unnecessary and redundant.

The Satellites contend that, as an alternative to NPDES permits, the State Water Resources Control Board issued statewide general WDRs for circumstances where a Satellite's sanitary sewer overflow (SSO) occurs and reaches "a water of the United States." The statewide WDRs prohibit the "discharge of untreated or partially treated wastewater to waters of the United States," which is the same prohibition found in the tentative orders. The WDRs act as the main permit for most sewer collection systems in the State. The WDRs, combined with the Consent Decree (which allows for stipulated penalties for SSOs as well), therefore, provide the only appropriate regulatory mechanism for the Satellites' conveyance of sewage to EBMUD. Consequently, the Satellites say the Regional Water Board should not adopt the tentative orders.

Response

We disagree that NPDES permits for the Satellites are unnecessary due to the Consent Decree. The Consent Decree enforces the Satellites' NPDES permits, including the same prohibition against causing or contributing to WWF discharges proposed to be continued in the tentative orders. Entry of the Consent Decree (or any enforcement mechanism for that matter) in no way abrogates the need for the permits that the Consent Decree enforces. Just as it would be inappropriate for the Regional Water Board to revoke a permit because it adopted a cease and desist order to enforce that permit, it would be inappropriate for the Regional Water Board to not reissue these permits that form the basis for the Consent Decree. The Consent Decree is not a substitute for a permit. The Consent Decree unequivocally states that it "is not a permit, or a modification of any permit." (Consent Decree, ¶ 217.) Indeed, the Consent Decree contemplates NPDES permit reissuances for the Satellites, and the tentative orders comply with the Consent Decree's requirement for the Executive Officer to recommend to the Regional Water Board NPDES permits for the Satellites that are not materially inconsistent with the Consent Decree (the Regional Water Board, however, retains full discretion to adopt NPDES permits that are materially inconsistent with the Consent Decree). (Consent Decree ¶ 220(b).) The tentative orders are not materially inconsistent with the Consent Decree and are, in fact, almost identical to the existing orders that underpin and form the basis for the Consent Decree.

With respect to the WDRs, NPDES permits are still necessary to address wet weather capacity issues in the Satellites' collection systems. The WDRs are an insufficient regulatory vehicle for addressing problems of excess inflow and infiltration from a satellite that causes partially-treated sewage discharges from a downstream system, as in this case. Because of the leaky condition of much of the Satellites' collection systems, NPDES permits are necessary until WWF discharges cease. Furthermore, the State Water Resources Control Board (State Water Board) understood the need for NPDES permits for some sanitary sewer system operations and left intact the Regional Water Boards' ability to adopt more stringent permits than the WDRs, which only set forth minimum requirements.

Comment 2

The Satellites ask that we eliminate or revise Prohibition 3.4 to mitigate anti-backsliding concerns. The Satellites are concerned that the Clean Water Act's anti-backsliding requirements might be argued to apply to Discharge Prohibition 3.4, which prohibits the

Satellites from causing or contributing to discharges from EBMUD's WWFs. The Satellites are concerned that, if interpreted strictly, any flow into EBMUD's system when EBMUD discharges from the WWFs could be considered a violation of Discharge Prohibition 3.4 – even for Satellites that have fully implemented all inflow and infiltration reduction programs required by U.S. EPA and the Regional Water Board. Such an interpretation of Prohibition 3.4 would unfairly place the Satellites in the position of potentially being strictly liable for a permit violation they have no ability to prevent. The Satellites cannot control EBMUD's WWF operations, and individual Satellites cannot control the amount of flow contributed by other Satellites or which flows reach EBMUD's treatment plant first.

The Satellites contend that their inability to comply with Discharge Prohibition 3.4 as written is troubling because third parties or the government might argue that a future refinement of this prohibition would be constrained by the Clean Water Act's anti-backsliding requirements. The Satellites do not agree that anti-backsliding requirements apply to Discharge Prohibition 3.4, but worry that the risk of another party taking a contrary position cannot be controlled. If NPDES permits are deemed necessary, the Satellites request that we revise Prohibition 3.4 to state that it shall not be enforced by the State except through the federal Consent Decree entered on September 22, 2014.

Response

We cannot add to Prohibition 3.4 that "it shall not be enforced by the State except through the federal Consent Decree entered on September 22, 2014" because it inappropriately limits the Regional Water Board's future enforcement discretion. The Consent Decree is clear that it "shall not be construed to prevent or limit the rights of [the Regional Water Board or U.S. EPA] to obtain penalties, injunctive relief or other appropriate relief under the [Clean Water Act] or the California Water Code, or under other federal or State laws, regulations, or permit conditions, except as to the claims specifically alleged in the Complaints." (Consent Decree ¶ 215(a).) Moreover, by consenting to entry of the negotiated Consent Decree, the Regional Water Board and U.S. EPA did not "warrant or represent in any manner that the Defendants' compliance with any aspect of the Consent Decree will result in compliance with the [Clean Water Act] or the California Water Code." (Consent Decree ¶ 217.) It is, therefore, appropriate for the Regional Water Board to retain its full discretion to enforce the permits as may be necessary in the future.

Nevertheless, the Consent Decree is the mechanism for the Satellites to conduct work that is expected to achieve compliance with Prohibition 3.4. This is reflected by the fact that the tentative orders for the Satellites do not require additional work and that the Fact Sheet of each of the tentative orders states that the Consent Decree sets forth a time schedule and work obligations for the Satellites that will achieve compliance with Prohibition 3.4. The modeled wet weather flows from each Satellite after Consent Decree implementation can be used to inform future compliance with Prohibition 3.4.

As we noted during the 2009 permit issuances, anti-backsliding provisions would not be violated if the narrative Prohibition 3.4 were to become a numeric prohibition or be

expressed through another detailed standard that achieves the same result as the existing prohibition.

Comment 3
The Satellites say we improperly rely on 40 C.F.R. section 122.41(e) to impose Discharge Prohibition 3.4. The Satellites point out that 40 C.F.R. section 122.41(e) is a standard operation and maintenance requirement, but Discharge Prohibition 3.4 is a narrative flow limitation. The Satellites contend that the former does not legally authorize the latter. Proper operation and maintenance does not prevent the potential to cause or contribute to wet weather discharges. Even a collection system that has installed the latest, most advanced equipment and operates at the highest national standard will exhibit some level of inflow and infiltration. Strict compliance with 40 C.F.R. section 122.41(e) does not translate to strict compliance with Discharge Prohibition 3.4. The Satellites claim there is no logical connection between the two, given that they cannot control EBMUD's WWF operations, nor the amount of flow each Satellite contributes. If the Regional Water Board does not eliminate Discharge Prohibition 3.4 from the tentative orders, the Satellites request that it at least eliminate the Fact Sheet section 4.4 reference to 40 C.F.R. section 122.41(e).

Response
The regulations set forth in 40 C.F.R. section 122.41(e) are an appropriate basis for Prohibition 3.4. We recognize that even new collection systems will have some inflow and infiltration; however, the Satellites have not been properly operating and maintaining their collection systems. During wet weather, they have contributed excessive inflow and infiltration flows to EBMUD's interceptors, causing or contributing to illegal WWF discharges. The prohibition, rooted in 40 C.F.R. section 122.41(e), is therefore necessary because it sets forth the standard for proper operation and maintenance (i.e., controlling inflow and infiltration to a level where the inflow and infiltration does not cause or contribute to illegal WWF discharges). (See also response to Comment 4 below.)

Comment 4
The Satellites indicate that Discharge Prohibition 3.4 violates substantive due process because it is a vague and overbroad narrative provision. The Satellites have no means of knowing how to control the operation of their collection systems during wet weather to comply with Discharge Prohibition 3.4.

The Satellites point out that the Supreme Court has held, "It is a basic principle of due process that an enactment is void for vagueness if its prohibitions are not clearly defined." (Grayned v. City of Rockford (1972) 408 U.S. 104, 108; see also Kev, Inc. v. Kitsap County, 793 F.2d 1053, 1057 (9th Cir.1986) ("A fundamental requirement of due process is that a statute must clearly delineate the conduct it proscribes.").) In evaluating whether a statute is unconstitutionally vague, the Ninth Circuit "ordinarily look[s] to the common understanding of the terms of a statute" unless the statute uses technical words or phrases that enables those with specialized knowledge to interpret their meaning. (U.S. v. Weitzenhoff (9th Cir. 1993) 35 F.3d 1275, 1289.) In other words, "[a] defendant is deemed to have fair notice of an offense if a reasonable person of

ordinary intelligence would understand that his or her conduct is prohibited by the law in question." (Pickup v. Brown (9th Cir. 2014) 740 F.3d 1208, 1233 (quoting Weitzenhojf, 35 F.3d at 1289).) The Satellites further point out that the Supreme Court has explained that notice is less important than standards for determining compliance. (Kolender v. Lawson (1983) 461 U.S. 352, 357-58.) The absence of minimal guidelines to determine compliance encourages arbitrary enforcement of the statute in question. (Ibid; see also In re Petition of Aerojet General Corp., State Water Resources Control Bd. WQ Order No. 80-4 (noting that reasonable certainty of the manner of compliance does not violate due process).)

Here, the Satellites contend that Discharge Prohibition 3.4 is void for vagueness because the Satellites cannot ascertain the line between what causes or contributes to discharges from the EBMUD WWFs and what does not. The tentative orders lack measurable standards for when this prohibition may be triggered. The phrase "cause or contribute" does not identify the quantity of flow that would violate the prohibition; thus, a discharger has no reasonable certainty whether "cause or contribute" equates to one molecule, one gallon, or one hundred gallons. The Satellites argue that, not only is the meaning of "cause or contribute" unclear in this case to a reasonable person of ordinary intelligence, but persons with specialized knowledge in the operation of sewer collection systems (e.g., the Satellites) are likewise unable to comprehend the meaning and determine what amount of discharge is prohibited. Even if a Satellite's conveyance of wastewater to EBMUD were no greater than the average dry weather flow, such flow could arguably be deemed to "cause or contribute" in violation of this prohibition because it would take up some level of system capacity. The potential for such a violation is unfair. The vagueness of the definition prejudices the Satellites because they have no control over EBMUD's WWF operations or each other's collection systems. The Satellites conclude that Discharge Prohibition 3.4 should be stricken as a violation of substantive due process.

Response
We disagree. The prohibition is not vague, as evidenced by the fact the Consent Decree sets forth clear time schedules and specific work obligations expected to achieve compliance with Prohibition 3.4. If the Satellites want more clarity, we could consider flow limits based on the reductions modeled for the Consent Decree; however, that would seem contrary to the Satellites' stated preference in Comment 1 and 2 that the Regional Water Board rely solely on the Consent Decree.

Comment 5
The Satellites assert that the tentative order improperly exceeds the scope of the Clean Water Act because conveyance of wastewater from a collection system to a treatment plant is not a discharge to a "water of the United States," a fundamental prerequisite for an NPDES permit. (33 U.S.C. §§ 1311(a); 1342.) Even though a collection system may be a point source, the Satellites point out that the Clean Water Act does not regulate point sources alone. (Natural Resources Defense Council v. EPA, (D.C. Cir. 1988) 859 F.2d 156, 170 (noting that "the [Act] does not empower the agency to regulate point sources themselves; rather, EPA's jurisdiction under the operative statute is limited to regulating the discharge of pollutants").) There must be an actual discharge of a

pollutant into a "water of the United States" to trigger the Clean Water Act's NPDES requirements. (33 U.S.C. § 1342.) As the Second Circuit Court of Appeals has held,

> *[U]nless there is a "discharge of any pollutant," there is no violation of the Act, and point sources are, accordingly, neither statutorily obligated to comply with EPA regulations for point source discharges, nor are they statutorily obligated to seek or obtain an NPDES permit.*

(Waterkeeper Alliance, Inc. v. US. E.P.A. (2d Cir. 2005) 399 F.3d 486, 504; see also Envtl. Prof. Info. Ctr. v. Pacific Lumber Co. (N.D. Cal. 2007) 469 F.Supp.2d 803, 827, quoting Waterkeeper Alliance, ("[I]n the absence of an actual addition of any pollutant to navigable waters from any point, there is no point source discharge, no statutory violation, no statutory obligation of point sources to comply with EPA regulations for point source discharges, and no statutory obligation of point sources to seek or obtain an NPDES permit in the first instance.").) Moreover, the Supreme Court has recognized that a discharge to "highly artificial, manufactured, enclosed conveyance systems—such as 'sewage treatment plants' ... likely do not qualify as 'waters of the United States,' despite the fact that they may contain continuous flows of water." (Rapanos v. U.S. (2006) 547 U.S. 715, 736, n.7.)

Here, the Satellites own and maintain sanitary sewer collection systems that route sewage to EBMUD's wastewater treatment facilities. Unless an SSO occurs and reaches a water of the U.S., the Satellites' mere conveyance of sewage through their collection systems for treatment is not a "discharge of a pollutant" that requires an NPDES permit. (Waterkeeper Alliance, 399 F.3d at 504; Envtl. Prof. Info. Ctr, 469 F.Supp. at 827.) The Satellites conclude, therefore, that the tentative orders exceed the scope of the Clean Water Act because the permit does not regulate discharges to waters of the U.S.

Response

We disagree. The cases cited in support of the Satellites' claims are inapposite. First, in the cited *Waterkeeper Alliance, Inc. v. U.S. EPA* case, the Second Circuit Court of Appeals invalidated a U.S. EPA rule that required all Concentrated Animal Feeding Operations (CAFOs) to apply for an NPDES permit regardless of whether they discharged any pollutants. In contrast, here the Satellites are, in fact, discharging pollutants (i.e., partially-treated sewage) into waters of the U.S. through the WWFs during high rainfall events. Second, *Envtl. Prot. Info. Ctr. v. Pacific Lumber Co.* merely stands for the proposition that Clean Water Act section 402 requiring stormwater permits does not confer a right to bring an action for failure to apply for a permit. In so holding, the district court cited *Waterkeeper Alliance* to disavow interpretations inconsistent with the text and purpose of the Clean Water Act. Third, the *Rapanos* footnote on what is not likely a water of the U.S. is irrelevant because the Satellites are not only discharging pollutants into a wastewater treatment plant, they are discharging pollutants into waters of the U.S. through the WWFs, which do not fully treat the waste.

Comment 6

The Satellites assert that "cause and contribution" prohibitions are inequitable to the extent that they arise from State Water Board Order WQ 2007-0004, which was erroneously decided. Over the past 20 years, Regional Water Board and State Water Board decisions and orders have been made with respect to EBMUD's wastewater treatment facility and WWFs. In Order WQ-2007-0004, the State Water Board held that EBMUD's WWFs are subject to secondary treatment, which rejected the approach that the Regional Water Board, U.S. EPA, EBMUD, and the Satellites had implemented for decades. Instead of requiring secondary treatment, the Regional Water Board prohibited discharges from EBMUD's WWFs through Order R2-2009-0004 (2009 EBMUD permit). The complete reversal of State Water Board and Regional Water Board decisions from 1986 through 2007, resulting in the 2009 EBMUD permit, gave rise to the "cause and contribute" prohibition in the Satellites' NPDES permits since 2009. The Satellites believe that Order WQ-2007-0004 was based on mistaken principles and was erroneously decided. The tentative orders are therefore invalid because they trace back to Order WQ 2007-0004.

The Satellites claim that the State Water Board's conclusions in Order WQ 2007-0004 were erroneous because secondary treatment standards do not apply to facilities that discharge intermittently during wet weather, as discussed in EBMUD's Petition for Review of Waste Discharge Requirements Order R2-2009-0004 and Cease and Desist Order R2-2009-0005 *("EBMUD Petition"). In addition, the Satellites assert that the WWFs are not subject to secondary treatment standards because they do not fall within the definition of "publicly owned treatment works." The Satellites say EBMUD's permit and time schedule order were consistent with the Basin Plan regulatory strategy, which the State Water Board had approved.*

The Satellites agree with, and incorporate by reference, the arguments made in the EBMUD Petition regarding the validity of the 2007 Order. Accordingly, to the extent that the State Water Board erroneously determined that the WWFs are subject to secondary treatment standards, the basis for Discharge Prohibition 3.4 is invalid and inequitable as applied to the Satellites, who had no say in the EBMUD permit.

Response

To the extent that the Satellites challenge Order WQ-2007-0004, it is too late. The only timely petition and lawsuit regarding that order was filed by EBMUD, which subsequently dismissed its lawsuit. Order WQ-2007-0004 stands as a valid and precedential water quality order that holds that the WWFs are POTWs subject to secondary treatment standards (U.S. EPA has come to the same conclusion). The Regional Water Board has no authority to disavow a precedential State Water Board order.

As to the claim that the Satellites did not have a say in the EBMUD permit, the Satellites submitted a comment letter dated December 19, 2008, and the Regional Water Board responded to the comment letter prior to changing EBMUD's permit in 2009.

Comment 7

The Satellites assert that the tentative orders improperly exceed the scope of the Clean Water Act, stating that NPDES permits cannot regulate potential discharges. Specifically, the Satellites question whether it is appropriate—or lawful—for the tentative orders to regulate potential SSO discharges. The Satellites say an NPDES permit in this case exceeds the scope of the Clean Water Act because it improperly regulates the discharge of potential SSOs. The Clean Water Act gives U.S. EPA and states jurisdiction to regulate and control only actual discharges—not potential discharges. (Waterkeeper Alliance, Inc. v. US. E.P.A. (2d Cir. 2005) 399 F.3d 486, 505.) Waterkeeper Alliance involved a challenge to a U.S. EPA rule requiring all CAFOs to apply for an NPDES permit regardless of whether they had in fact discharged any pollutants under the Clean Water Act. The Second Circuit disavowed this interpretation as inconsistent with the text and purpose of the Clean Water Act. (Ibid.) U.S. EPA later sought to clarify the CAFO rule, requiring CAFOs to apply for an NPDES permit if they "propose to discharge." The Fifth Circuit struck down this rule, however, concluding, "the EPA cannot impose a duty to apply for a permit on a CAFO that 'proposes to discharge' or any CAFO before there is an actual discharge." (National Pork Producers Council v. U.S. E.P.A. (5th Cir. 2011) 635 F.3d 738, 751.)

Based on the foregoing, the Satellites contend that the Regional Water Board has no authority to issue an NPDES permit based on the mere potential or probability that an SSO will occur. The Satellites neither propose nor intend to discharge SSOs to waters of the U.S. Indeed, the Satellites have spent and will continue to spend significant resources on sewer system cleaning, rehabilitation, and maintenance to prevent SSOs from occurring. Because the tentative orders regulate only the potential for discharges to reach waters of the U.S., they exceed the scope of the Clean Water Act and should not be adopted.

Response

The basis for issuing an NPDES permit for the Satellites is their actual discharges of pollutants via the WWFs into waters of the U.S., not potential SSO discharges. During wet weather, flows from the Satellites' collection systems are about 10 times higher than average dry weather flows. Until the Satellites complete upgrades to their collection systems and the other work the Consent Decree requires, there will continue to be actual discharges of partially-treated sewage from the WWFs.

Comment 8

The Satellites assert that res judicata / estoppel *bars the current NPDES permits. The WWFs and the Satellites' improvements under the East Bay Infiltration/Inflow Correction Program were constructed at the direction of, and with the consent of, both the Regional Water Board and U.S. EPA. These projects were undertaken to comply with injunctive provisions of Regional Water Board orders issued to resolve claims under the Clean Water Act and Porter-Cologne Water Quality Control Act regarding wet weather discharges from the East Bay sanitary sewer systems. The Consent Decree and these administrative orders are final, and the Regional Water Board, as well as U.S. EPA, is barred by the doctrine of* res judicata *from seeking further relief on the basis of the same claims. In addition, because the Satellites relied on representations from the*

Regional Water Board and U.S. EPA demanding construction of the WWFs and the Satellites' improvements, and the Regional Water Board and U.S. EPA knew of this reliance, the Regional Water Board is now estopped from requiring further and different actions of the Satellites.

Response
We disagree that the doctrine of *res judicata* bars the Regional Water Board from reissuing the permits or seeking further relief. The doctrine bars repetitious lawsuits involving the same cause of action. It provides that, when a court of competent jurisdiction has entered a final judgment on the merits, it is conclusive of the rights of the parties and those in privity with them, and is a complete bar to a new suit between them on the same cause of action. See, for example, *Goddard v. Security Title Ins. & Guarantee Co et al.*, (1939) 14 Cal.2d 47. There has been no judgment on the merits in the lawsuit between the Regional Water Board and the Satellites. Rather, a negotiated settlement in the form of the Consent Decree was approved and entered by the court. Thus, *res judicata* does not apply.

The Satellites estoppel claim is also without merit. A valid claim of equitable estoppel consists of the following elements: (a) a representation or concealment of material facts (b) made with knowledge, actual or virtual, of the facts (c) to a party ignorant, actually and permissibly, of the truth (d) with the intention, actual or virtual, that the ignorant party act on it, and (e) that party was induced to act on it. (*See Wood v. Blaney* (1895) 107 Cal. 291, 295.) There is no evidence to suggest that the Regional Water Board did any of these things in undertaking its regulatory duties.

As for the Satellites' corrective programs to reduce inflow and infiltration in their collection systems and for EBMUD's construction of the three WWFs, these were proposals by the Satellites' and EBMUD as a means to ensure that their discharges would not be injurious to public health. The Regional Water Board adopted cease and desist orders that required implementation of the Satellites' and EBMUD's proposals.

Comment 9
The Satellites request that the Fact Sheet reflect the updated status of the Joint Powers Agreement between the East Bay Municipal Utility District and the Satellites. This proposed language reflects the current governance and regional coordination efforts on inflow and infiltration issues.

Response
We agree and added the following language to Fact Sheet section 2.4.6:

> **Joint Powers Agreement.** To address inflow and infiltration problems in the East Bay Communities' wastewater collection systems, on February 13, 1979, the East Bay Communities and the Discharger entered into a Joint Powers Agreement under which the Discharger served as administrative lead agency to conduct the East Bay Inflow and Infiltration Study. The Joint Powers Agreement was amended on January 17, 1986, to designate the Discharger as the lead agency during the initial five-year

implementation phase of the East Bay Inflow and Infiltration Study recommendations. The amended Joint Powers Agreement also delegated authority to the Discharger to apply for and administer grant funds, to award contracts for mutually agreed upon wet weather programs, and to perform other related tasks. Programs developed under the Joint Powers Agreement were directed by a Technical Advisory Board composed of one voting representative from each of the East Bay Communities and the Discharger. In addition, one non-voting staff member of the Regional Water Board, the State Water Board, and U.S. EPA were invited to participate.

On April 17, 2019, EBMUD and the cities of Alameda, Albany, Berkeley, Emeryville, and Piedmont, and the Stege Sanitary District, formed the Collection Systems Technical Advisory Committee to continue to address I&I in the East Bay Communities' wastewater collection systems. The committee replaced and superseded the Joint Powers Agreement and helps member agencies (1) coordinate on engineering, consulting, and legal services for the development, preparation and implementation of studies, reports and projects to address regulatory requirements; (2) jointly fund efforts related to the regional system for wastewater collection and transmission, which may include payment for the East Bay Communities' fats, oils and grease (FOG) services and agreed upon professional consultant services; and (3) facilitate information flow among the agencies, including the filing of joint reports.