

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

RANCHO CALIFORNIA WATER DISTRICT
42135 Winchester Road
Temecula, CA 92590-4800

Exempt from Recording Fee (Gov. Code §6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOCATION NO. _____

RA - - _____

**RECYCLED WATER
AGREEMENT**

RANCHO CALIFORNIA WATER DISTRICT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between Rancho California Water District, a public agency ("DISTRICT"), and (*Property Owner[s]/Agency Name*) ("Owner"), the owner of Parcel No. _____ of Parcel Map No. _____, APN _____, and the City of Temecula, a public agency ("CITY"). Owner shall hereinafter be referred to as "USER."

- A. The Santa Rosa Regional Resources Authority ("SRRRA"), a Joint Powers Authority formed by several water districts including the DISTRICT, owns and operates a major system of sewage interceptor, transmission, treatment, disposal, and water reclamation facilities, hereafter referred to as DISTRICT'S Regional Water Reclamation System; and
- B. Water that has been completely treated through the DISTRICT'S Regional Water Reclamation System shall hereinafter be referred to as recycled water; and
- C. Pipelines conveying recycled water shall hereinafter be referred to as recycled water mains; and
- D. In accordance with DISTRICT policies, the recycled water, which results from the operation of the DISTRICT'S Regional Water Reclamation System, has been made available for approved uses; and
- E. USER desires to purchase, accept delivery of, control, and use the quantity of recycled water provided for in Paragraph 4 herein for approved irrigation purposes within the boundaries of the DISTRICT, under the terms and conditions set forth below; and
- F. Such sales and deliveries would be in accordance with the DISTRICT'S policy of using recycled water for beneficial purposes; and
- G. DISTRICT is willing to sell and deliver recycled water for irrigation purposes under the terms and conditions set forth below.



In consideration of the mutual covenants herein contained, it is mutually agreed as follows:

1. SALE AND DELIVERY TERMS AND CONDITIONS

A. Point of Delivery

The recycled water delivered pursuant to this Agreement shall be measured through the DISTRICT-owned, -operated, and -maintained metering facilities located at the Point of Delivery shown on the attached Exhibit "A." Any facilities that have been or shall be installed by DISTRICT at USER'S request shall be paid for by the USER, in accordance with applicable DISTRICT Rules and Regulations.

B. Availability Acknowledgment

The USER acknowledges that the DISTRICT does not guarantee the availability of recycled water throughout the term of this Agreement due to possible changes in regulatory agency requirements, reduction in plant flow, demands from other recycled water use areas, and/or other conditions beyond DISTRICT'S control.

USER holds DISTRICT free and harmless from any and all legal liabilities and/or economic losses that it may sustain as the result of discontinuance or reduction in amount of delivery of recycled water as specified above.

C. Pressure

The recycled water to be delivered pursuant to this Agreement shall, as far as possible, be delivered at the Point of Delivery shown on the attached Exhibit "A." USER shall be responsible for, at its cost, providing any and all devices to increase or decrease delivery pressure, and/or any and all conveyance equipment (e.g. piping, pumps, etc.) required to deliver the recycled water to the point(s) of use.

USER agrees not to operate its recycled water system in a fashion that may cause surge pressures to propagate past the Point of Delivery into the DISTRICT'S recycled water mains.

D. Facility Provision and Operational Responsibility

(1) DISTRICT shall be responsible for providing and operating its Regional Water Reclamation System facilities, up to and including the Point of Delivery, in compliance with the applicable requirements of DISTRICT, federal, state, and local regulatory agencies.

DISTRICT shall be responsible for supplying recycled water, which meets or exceeds all applicable federal, state, and local regulatory agency quality standards.

DISTRICT shall monitor recycled water deliveries and use sites as it deems necessary and in accordance with applicable federal, state, and local regulatory agency requirements.



(2) USER shall:

- Make application for recycled water service.
- Pay all fees and deposits for recycled water service.
- Post all required warning signs informing the public and all on-site and off-site personnel (employees, tenants, occupants, and CITY staff) that recycled water is being used on-site and off-site for irrigation purposes.
- Install and maintain a certified backflow device on all potable water sources including, but not limited to, the DISTRICT'S potable water meters, all exterior sources of potable water on- and offsite, and all potable water supplies to fountains, ponds, and/or swimming pools.
- Designate a **Site Supervisor**. The Site Supervisor must/will:
 - a) Be knowledgeable about recycled water and how it is manufactured.
 - b) Be the contact person at USER's site, and be available at all times to contact and respond in the event of an emergency.
 - c) Be knowledgeable about the practices and procedures of using recycled water.
 - d) Be responsible for the safe and efficient use of recycled water.
 - e) Provide instruction and training to on-site and off-site personnel in the proper handling of recycled water and the potential health hazards involved with its use.
 - f) Submit plans to the DISTRICT for all proposed changes to the irrigation system on the USER's site(s) for review and approval prior to any modifications being made.
 - g) Have all proposed changes approved by the DISTRICT inspected by the DISTRICT'S staff during construction.
 - h) Maintain irrigation system record drawings of USER's site(s).
 - i) Communicate all recycled water rules and regulations to on-site and off-site personnel.
 - j) Be knowledgeable of all on-site and off-site potable water systems, and take appropriate measures to prevent cross-connection with the recycled water system.
 - k) Inform DISTRICT of all system failures or cross-connection events so that appropriate measures may be taken to mitigate the contamination or pollution.

If the USER desires to designate another person as Site Supervisor, then the USER is responsible for notifying DISTRICT in writing of such action. In the event that someone other than the USER is designated as the Site Supervisor and this person is no longer associated with the property, the USER shall again be considered the Site Supervisor and will assume the above-listed requirements until an approved Site Supervisor is designated.



- Identify all above-ground fittings and appurtenances, etc. as containing recycled water and not suitable for human consumption. Signs shall be painted or otherwise permanently affixed to equipment.
- Altogether avoid introducing recycled water into any potable/domestic water piping system and no connection shall be made between equipment containing, or having contained, recycled water and/or any part of a domestic water system until such time as equipment has been properly disinfected.
- Take full responsibility for providing, operating, maintaining, and repairing USER pipelines, together with all appurtenant facilities, as are necessary to accept, convey, control, and use the recycled water in compliance with the applicable requirements of DISTRICT, federal, state, CITY's Conditions of Approval, and local regulatory agencies on their respective owned or controlled lands.
- Allow recycled water to be used only on the areas depicted on the attached exhibit and irrigation construction plans.
- Allow recycled water use between the hours of 9:00 p.m. and 6:00 a.m.

E. USER Acknowledgment

USER acknowledges it is understood that:

- (1) DISTRICT'S Regional Water Reclamation System's purpose is to control the biological quality of the recycled water resulting from its operation.
- (2) Said System is not equipped to detect, treat, or remove harmful chemicals or toxic materials, except as required to meet federal, state, and local regulatory agency discharge standards.

F. Indemnification

USER, CITY, and the DISTRICT each agree, to the fullest extent permitted by law, to indemnify and hold the other party, and its directors, officers, employees, or authorized volunteers harmless from any claims, damage, liability, or cost (including attorneys' fees and costs of defense) to the extent caused by the indemnifying party's negligent acts, errors, or omissions in the performance of this agreement, including such negligent acts, errors, or omissions by sub-contractors or others for whom the indemnifying party is legally liable; provided, however, that this indemnity shall not apply to any acts, errors, or omissions attributable to the indemnified party, its directors, officers, employees, authorized volunteers, sub-contractors, or to any others for whom the indemnified party is legally liable.



2. USE TERMS AND CONDITIONS

Use of the recycled water delivered pursuant to this Agreement shall be subject to the following terms and conditions:

A. Rules and Regulations

All recycled water delivered pursuant to this Agreement shall be used only for approved uses on the specified use site, as shown and depicted as USER and CITY lands on attached Exhibit "A," in compliance with applicable rules and regulations of DISTRICT, federal, state, and local regulatory agencies, including CITY's Conditions of Approval.

This Agreement has no application to the operation of the DISTRICT'S sewer and domestic water operation, including the assessment of fees and the enforcement of rules and regulations pertaining thereto. USER must comply with all rules and regulations of the DISTRICT pertaining to any properties owned or maintained by USER that connect to the DISTRICT'S Regional Water Reclamation System.

Failure to observe all regulations governing the use of recycled water will result in the immediate termination of recycled water service until such time as the deficiencies are corrected to the satisfaction of the DISTRICT.

Failure to observe said regulations shall be subject to Unauthorized Use Charges established by the DISTRICT.

B. Reclamation Requirements

USER shall apply to the DISTRICT for all applicable use permits. DISTRICT shall apply for all required Permits of Reclamation Requirements from the California Regional Water Quality Control Board, hereinafter referred to as the Regional Board, covering the use of the disinfected recycled water to be delivered and used pursuant to this Agreement. USER shall comply with the provisions of such Reclamation Requirements. USER shall use recycled water on only those areas specified in such Reclamation Requirements, unless otherwise provided for in future amendments to said Reclamation Requirements.

C. Responsibility for Conveyance and Control

(1) DISTRICT

DISTRICT shall be solely responsible for conveying and controlling the recycled water up to and including the Point of Delivery provided for in Paragraph 1.A., above.

(2) USER

USER shall be responsible for conveying and controlling, in compliance with applicable regulatory agency requirements, the recycled water delivered through USER's facilities, from the Point of Delivery as shown on the attached Exhibit "A," and the DISTRICT shall have no responsibility whatsoever relative to said USER's facilities.



3. PURCHASE PRICE

During the term of this Agreement, the USER shall pay to the DISTRICT the in-effect commodity and applicable service charges, which are modified from time to time, as published in the DISTRICT'S *Customer Guide to Rates and Charges*.

** The District reserves the right to modify or adjust the rate schedule(s) for providing recycled water to reflect changes in the District's operating costs, if any, as determined by the District.*

4. QUANTITY

DISTRICT agrees to sell and deliver and USER agrees to purchase, accept delivery of, control, and use recycled water at an average basic quantity in the amount of (_____) gallons per day. Said quantity shall be delivered on an "as available" basis.

5. BILLING FOR RECYCLED WATER

DISTRICT will render monthly billings for recycled water deliveries made during the preceding month to the USER, based on the meter reading at the Point of Delivery. Billings, in accordance with the DISTRICT'S prevailing rules and regulations, shall be paid within thirty days of the date thereof. Any late payments shall be considered delinquent and shall be subject to the DISTRICT'S standard penalty charges and disconnection procedures then in effect.

6. ASSIGNMENT

Except as provided below, the USER shall not assign any of its individual or collective rights under this Agreement to any person or entity, or become associated with any other party involving, in any way, the recycled water to be delivered pursuant to this Agreement without the prior written consent of the DISTRICT and of any regulatory agencies having jurisdiction, which consent shall not be unreasonably withheld.

In the event USER desires to enter into a transaction for the sale or financing of the use site, DISTRICT will not unreasonably withhold its consent to continue to provide recycled water contingent upon the new owner complying with the terms of this Agreement.

7. TERM OF AGREEMENT

The term of this Agreement shall begin with the date of Agreement (first written above) and shall continue until terminated by the USER or DISTRICT.

8. CANCELLATION

- A. USER or DISTRICT shall have the right to terminate this Agreement, with no financial liability to the other party or CITY, by giving thirty working days' written notice, as long as both parties mutually agree.
- B. DISTRICT shall have the right to terminate this Agreement, with no financial liability to the USER or CITY, for USER'S noncompliance with applicable use and/or payment requirements.



- C. Notwithstanding Paragraph 1.B., the DISTRICT shall also have the right to terminate this Agreement by giving the USER and CITY ten days' written notice in the event the wastewater treatment criteria under which the DISTRICT currently operates is changed by operation of law, or by any regulatory agency having jurisdiction, such that the DISTRICT'S Regional Water Reclamation System, as it presently exists, cannot produce wastewater that complies with such changes without incurring additional costs or modifications to said facilities.
- D. Upon termination of this Agreement by either the USER or the DISTRICT, within thirty calendar days of termination, the USER shall make a payment to the DISTRICT for all costs to remove recycled water service from the Point of Delivery to the DISTRICT'S recycled water main (hereinafter referred to a "Service Lateral"). After thirty calendar days, if a payment has not been made by the USER, the DISTRICT may elect to remove the Service Lateral and lien the USER lands for the amount due.

9. RECORDATION AGAINST TITLE

This Agreement shall be recorded against the title to the real property for which recycled water is used pursuant to this Agreement in the county in which the real property is situated. The obligations set forth herein shall accordingly transfer to subsequent purchasers of the real property.

10. ATTORNEYS' FEES

In the event of litigation or arbitration between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs to be fixed by the court or by arbitration.

11. PREPARATION OF THIS AGREEMENT

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

12. CAPTIONS

Captions to Paragraph/Subparagraphs of this Agreement are for convenience purposes only and are not part of this Agreement.

13. PROVISIONS BINDING

This Agreement and Exhibit "A" attached shall be binding upon and shall inure to the heirs, representatives, successors, and assigns of the parties of this Agreement. The DISTRICT, CITY and USER intend that the benefits and burdens described herein constitute covenants running with the land for the benefit of the USER lands.

14. CERTIFICATION



By: _____
(Signature) Date

(Print Name)

Its: _____
(Title/Position)



Exhibit "A"

Point of Delivery



**RANCHO CALIFORNIA WATER DISTRICT
APPLICATION FOR
USE OF RECYCLED WATER**

PROJECT NAME: _____

PROJECT ADDRESS: _____

LOCATION: _____

DEVELOPER: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____

*SITE SUPERVISOR: _____

PHONE: (DAY) _____

(NIGHT) _____

PAGER: _____

DESCRIPTION OF RECYCLED WATER USE:

START DATE: _____

END DATE: _____

QUANTITY (GALLONS PER DAY): (DAILY USE) _____

MEANS OF DISTRIBUTION:

DEVELOPER SIGNATURE

CUSTOMER SIGNATURE

DATE

DATE

***MUST BE ABLE TO CONTACT 24 HOURS/DAY**

