



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE ENGINEERING & OPERATIONS COMMITTEE

AGENDA

PURSUANT TO WAIVERS TO CERTAIN BROWN ACT PROVISIONS UNDER EXECUTIVE ORDERS ISSUED BY GOVERNOR NEWSOM RELATED TO THE COVID-19 STATE OF EMERGENCY, THIS MEETING WILL BE CONDUCTED VIA TELECONFERENCE USING THE BELOW INFORMATION, AND THERE WILL BE NO PHYSICAL LOCATION FROM WHICH MEMBERS OF THE PUBLIC MAY PARTICIPATE.

INSTEAD MEMBERS OF THE PUBLIC ARE ENCOURAGED TO PARTICIPATE IN THE COMMITTEE MEETING VIA TELECONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION

MEMBERS OF THE PUBLIC MAY ALSO SUBMIT PUBLIC COMMENTS AND COMMENTS ON AGENDA ITEMS IN ADVANCE IN ONE OF THE FOLLOWING WAYS:

- BY EMAILING TO OUR BOARD SECRETARY AT LECKERT@FPUD.COM
- BY MAILING TO THE DISTRICT OFFICES AT 990 E. MISSION RD., FALLBROOK, CA 92028
- BY DEPOSITING THEM IN THE DISTRICT’S PAYMENT DROP BOX LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028

ALL COMMENTS SUBMITTED BY WHAT EVER MEANS MUST BE RECEIVED AT LEAST ONE HOUR IN ADVANCE OF THE MEETING. ALL COMMENTS WILL BE READ TO THE BOARD DURING THE APPROPRIATE PORTION OF THE MEETING. PLEASE KEEP ANY WRITTEN COMMENTS TO 3 MINUTES. THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT’S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

**AUDIO CALL-IN +1 (408) 418-9388
ACCESS CODE 126 056 3988
AUDIO PASSWORD 36442477**

<https://fallbrookpublicutilitydistrict.my.webex.com/fallbrookpublicutilitydistrict.my/j.php?MTID=mbe6457aa5f4c059303ca6442bf6a1097>

**THURSDAY, JANUARY 14, 2021
10:00 A.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

If you have a disability and need an accommodation to participate in the meeting, please call the Secretary at (760) 999-2704 for assistance so the necessary arrangements can be made.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION / DISCUSSION------(ITEMS A – D)

- A. FY20-21 CAPITAL PROJECTS UPDATE
- B. SMRCUP GAC TREATMENT UPDATE
- C. REQUEST TO PURCHASE PLANNED REPLACEMENT FLEET VEHICLES FOR FY 2021
- D. UPDATES TO RECYCLED WATER PROVISIONS (ARTICLE 28) AND RECYCLED WATER USER AGREEMENT

III. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

January 11, 2021
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

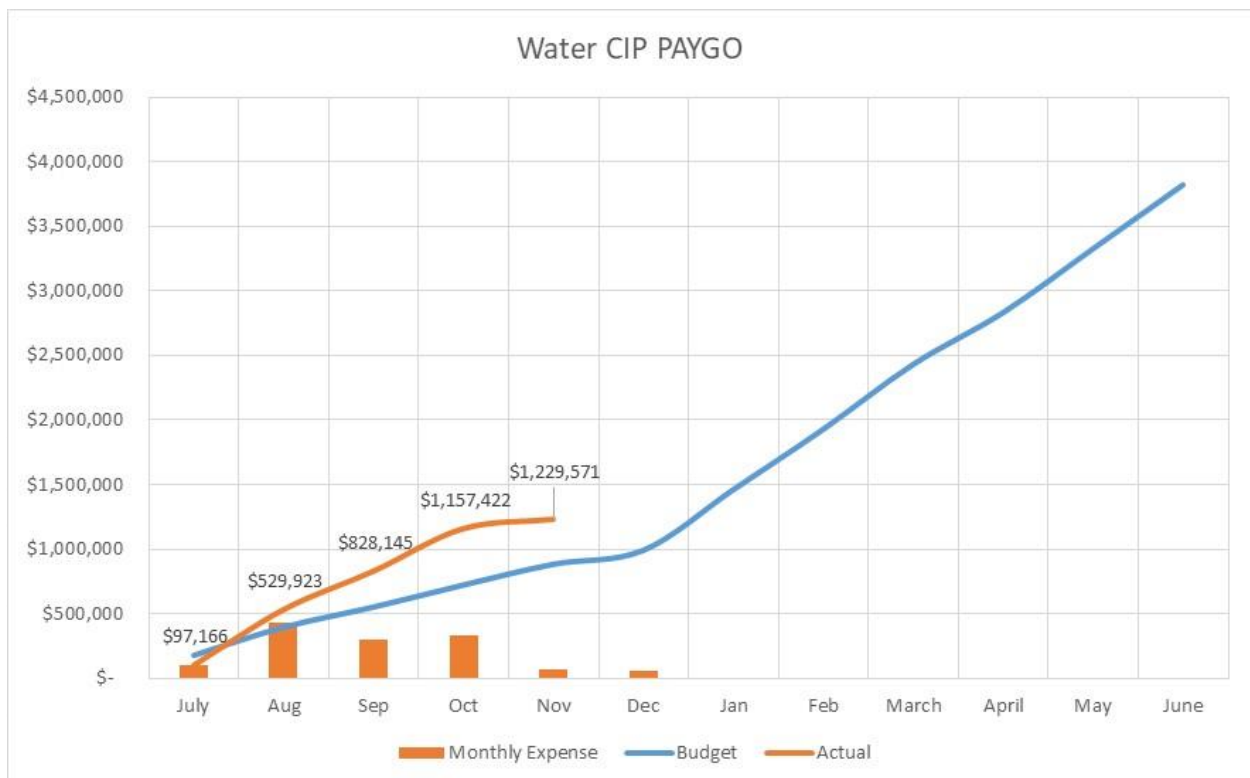
MEMO

TO: Engineering and Operations Committee
FROM: Aaron Cook, Engineering Manager
DATE: January 14, 2021
SUBJECT: FY20-21 Capital Projects Update

Description

Update on the progress of the capital projects planned for the current fiscal year. The reported expenditures shown are through November 2020.

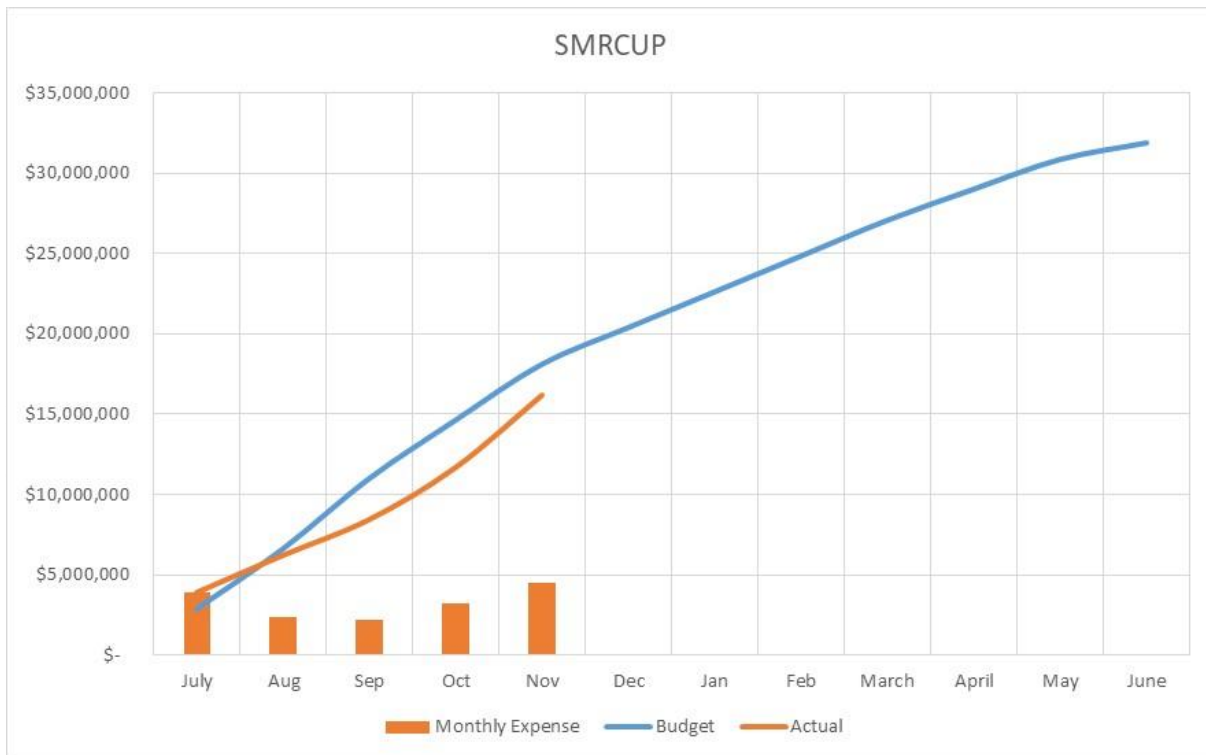
Purpose



	Goal	Progress to Date
Pipeline (linear feet)	*8,150	6,620
Valves Replaced	96	56
Meters Replaced	1476	264
Backflows Replaced**	260	122

*Note – includes approximately 4,000 linear feet as part of SMRCUP.

**Note – Backflow replacement goal was added after budget adoption due to regulatory requirements.



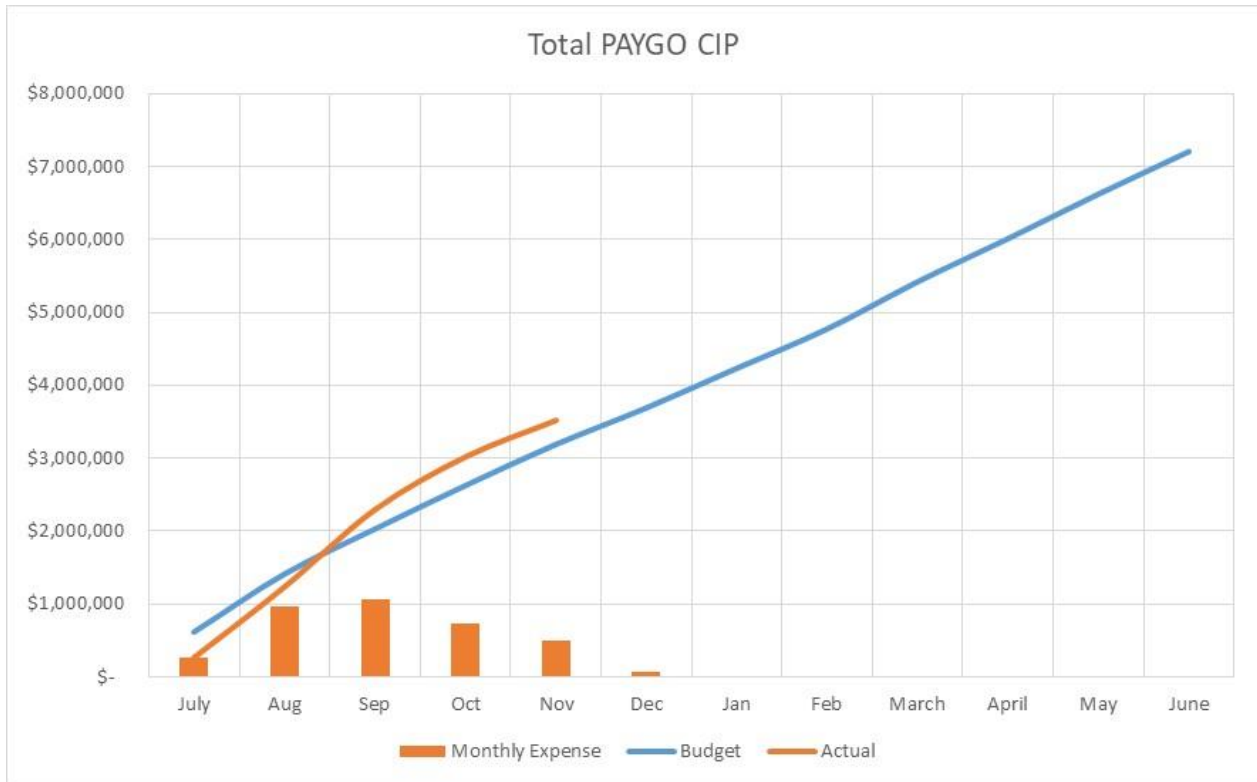


Figure 4. Total PAYGO CIP Budget

Other Significant Projects:

- Winter Haven Road 12” Pipeline Replacement – Completed 2,500 linear feet of 12-inch water main replacement in September.
- 2.8 Million Gallon Tank Recoating – Work started in January and is scheduled to be complete by April.
- Reclamation Plant Headworks Cover Replacement – Completed in September.
- Sewer Mainline Relining – Project awarded in December to reline approximately 1,600 linear feet of sewer main. Work is scheduled to be completed in March.
- Overland Trail Lift Station Rehabilitation Project – Work ongoing from previous fiscal year. Currently scheduled to be complete in March.
- Groundwater Augmentation Pilot Project – Updated schedule anticipated to conduct piloting later this fiscal year and into the summer.

Budgetary Impact

No budgetary impact; the capital program is currently tracking within the planned budget.

Recommended Action

For discussion only; no recommended action.

M E M O

TO: Engineering & Operations Committee
FROM: Aaron Cook, Engineering Manager
DATE: January 14, 2021
SUBJECT: SMRCUP GAC Treatment Update

Description

Update on the addition of a Granular Activated Carbon (GAC) treatment system to the Santa Margarita River Conjunctive Use Project facilities.

Purpose

Design and installation of additional treatment to the SMRCUP facilities to treat reverse osmosis (RO) bypass flows was approved in January 2020. GAC treatment was identified as the best option to remove a wide range of potential emerging contaminants. This, coupled with the RO treatment, will provide the best available groundwater treatment technology. As presented in previous Engineering and Operations Committee Meetings, the execution of this change has been broken into parts to ensure the best value to the District.

- Part 1 – Treatment Equipment Procurement
- Part 2 – Yard Piping
- Part 3 – Construction and Installation of Treatment Equipment – including pump station and electrical and controls systems.

The contract for the treatment equipment was awarded to Calgon Carbon and the change order with the general contractor for the yard piping was approved in the December Board Meeting. The best approach to Part 3 was still being analyzed at that time, weighing the benefits and risks of awarding a change order to the general contractor versus bidding the work out to a new contractor. Since then, negotiations have continued with the general contractor to the point District staff and the District construction manager recommend executing an additional change order for Part 3. Negotiations are still ongoing, with the expectation that a final change order will be ready for approval by the Board of Directors in February.

Budgetary Impact

The total expected costs of the GAC addition are as follows:

Component	
GAC Design & CM	\$ 811,333
GAC Equipment Procurement	\$ 1,260,493
GAC Yard Pipe Change Order	\$ 559,145
GAC Installation Change Order	\$ 3,200,000
Total GAC Costs	\$ 5,830,971

As presented in previous Committee Meetings, there are multiple options to cover these costs, primarily amending the state loan agreement or using District PAYGO funds. The ideal option would be to obtain approval from the State Water Resources Control Board to cover these costs by the Drinking Water State Revolving Fund Loan. Staff have begun the process of requesting an amendment to the loan to include the GAC construction costs, as shown in the following table:

Project Cost Table		
Type of Work	Approved Budget	Revised Budget
A. Construction		
Filanc-Alberici as Joint Venture	\$ 54,398,232	\$ 54,398,232
GAC Equipment	\$ -	\$ 1,260,493
GAC Yard Pipe	\$ -	\$ 559,145
GAC Installation	\$ -	\$ 3,200,000
Subtotal - A	\$ 54,398,232	\$ 59,417,870
B. Pre-urchased Material/Equipment		
	\$ -	\$ -
C. Land Purchase		
	\$ -	\$ -
D. Change Order Contingency		
	\$ 5,440,000	\$ 3,440,000
E. Allowances		
Construction Management	\$ 2,627,653	\$ 4,161,308
Administration	\$ 70,000	\$ 70,000
Other Cost: SCADA Integration	\$ 400,000	\$ 400,000
Other Cost: GAC Design	\$ -	\$ 811,333
Subtotal - E	\$ 3,097,653	\$ 5,442,641
TOTAL (Subtotal A+B+C+D+E)	\$ 62,935,885	\$ 68,300,511

The revised budget in the loan amendment request includes a reduction to the construction contingency since the GAC and Construction Management changes to date are incorporated into other line items of the project budget. However, some contingency may still be needed to complete the project.

Recommended Action

For information only, no action at this time.

M E M O

TO: Engineering & Operations Committee
FROM: Kevin Collins, Purchasing/Warehouse Supervisor
DATE: January 14, 2021
SUBJECT: Request to purchase planned replacement fleet vehicles for FY 2021

Description

This request is for the Engineering & Operations Committee to recommend approval to the board to purchase four (4) total vehicles from Courtesy Chevrolet.

- One each – 2021 Chevrolet 3500HD with Harbor utility body
- Two each – 2021 Chevrolet Silverado 1500 4WD trucks
- One each – 2021 Chevrolet Equinox SUV

Purpose

Collections vehicle 1054 (2006 Chevrolet 2500) has over 80,000 miles, has become expensive to maintain, and has reached the end of its service life per the Fleet Replacement Program (15 years). In addition, the 2500 does not have the ability to tow as much weight as the Collections department requires.

The proposed replacement, a 2021 Chevrolet 3500HD, meets all criteria requested by the Collections department to serve as a field service vehicle. A competitive bid was issued on December 14th, 2020, to 7 pre-selected dealerships (3 Ford, 2 Chevrolet, 2 Dodge). Three bids were returned from Paradise Chevrolet, Fritts Ford, and Courtesy Chevrolet, with Courtesy Chevrolet being the low-bidder at \$38,935.14.

Engineering vehicle 1015 (1997 Ford F150) has 78,000 miles, is difficult to obtain parts for, and has more than reached the end of its useful life. Fuel truck 1028 (1999 Ford F150) has 93,000 miles, has also reached the end of its useful life, and has become too expensive to maintain. Each vehicle has contributed over 20 years of service.

The engineering vehicle will be replaced by a 2021 Chevrolet Equinox SUV. The engineering department determined that an SUV would be a more efficient vehicle due to better gas mileage, lower cost, a smaller footprint, and the ability to better secure surveying equipment.

The fuel truck will be replaced by a 2021 Chevrolet Silverado 1500HD. The new truck will go to support the Operations department while an older Operations vehicle will become the “new” fuel truck.

The additional 2021 Chevrolet Silverado 1500HD will be purchased in anticipation of a new Operator position starting in the next fiscal year. In the meantime, this vehicle will be used to support the Operations valve replacement crew needs.

Both trucks and the SUV were advertised for bid on 11/30/2020 and sent to 6 pre-selected dealerships (2 Ford, 2 Chevrolet, 2 Dodge). Bids were received from Fritts Ford, Encinitas Ford, and Courtesy Chevrolet, with Courtesy Chevrolet being the low bid on all three vehicles - \$25,180.27 for each truck and \$23,564.45 for the SUV - total price \$73,924.99.

Finally, staff are working to update the Fleet Replacement Plan and CIP budget projections for the next 5 years and will return to the board with those updates in February.

Budgetary Impact

These vehicles were specified for purchase in the FY 20-21 Adopted Annual Budget as part of a total of \$566,000. The full size truck was budgeted at \$100,000, and the three fleet vehicles were budgeted at \$100,000.

The total for all 4 will be \$112,860.13, which is lower than the projected budget for those vehicles by \$87,139.87.

After this purchase, the remaining funding for FY 20-21 fleet needs will be \$453,139.87.

Recommended Action

The Engineering & Operations Committee recommend to approve a purchase of four vehicles from Courtesy Chevrolet in the total amount of \$112,860.13.

M E M O

TO: Engineering and Operations Committee
FROM: Jack Bebee, General Manager
DATE: January 14, 2021
SUBJECT: Updates to Recycled Water Provisions (Article 28) and Recycled Water User Agreement

Description

For the Committee to consider updates to the recycled water provisions of the administrative code (Article 28) and the Recycled Water User Agreement.

Purpose

Article 28 describes the District provisions for users of recycled water. The Article was in need of update to comply with current rules and regulations. In addition there were some revisions that are intended to help the District further expand its service and to work with potential new customers to extend service.

Each user also signs a user agreement and there were also some necessary minor updates to the Recycled Water User Agreement for new recycled water users.

Budgetary Impact

There is budgetary impact.

Recommended Action

That the Committee support the adoption of the revisions to Article 28 and the Recycled Water User Agreement.

Attachment A
(Proposed Administrative Code Article 28)

Article 28. Recycled Water Program

Sec. 28.1 Declaration of Policy.

- a. The Fallbrook Public Utility District (FPUD) operates and maintains a recycled water distribution system within its service area enabling it to provide disinfected tertiary treated recycled water for a variety of beneficial uses. The District shall require the use of recycled water in-lieu of potable water for irrigation or other non-potable uses where recycled water is suitable and available.
- b. The beneficial use of recycled water is regulated by the California State Water Resources Control Board (SWRCB). California Water Code Section 13551 establishes a State policy to encourage the use of recycled water.
- c. FPUD shall determine whether a potential service will be furnished with recycled water and/or potable water. The feasibility of recycled water service will be considered on a case-by-case basis and in accordance with applicable law.

Sec. 28.2 Statutory Requirements.

- a. All onsite and public recycled water facilities must be consistent with and adhere to the requirements described in the following documents:
 1. FPUD Backflow and Cross-Connection Control Ordinance, Article 19.22
 2. FPUD Recycled Water Program, Article 28
 3. California Code of Regulations, Title 22, Division 4
 4. California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Articles 1 and 2
 5. San Diego County Department of Environmental Health Recycled Water Program Requirements
 6. For Facilities Hauling Recycled Water: Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region, San Diego County Water Authority, July 8, 2015
 7. All applicable Federal, State or local statutes, regulations and ordinances

Sec. 28.3 Approved Use.

- a. These rules and regulations pertain to recycled water service to lands and/or improvements lying within the legal boundaries of the District unless otherwise stated. It is the intent of the District to provide recycled water service in accordance with these rules and regulations to all areas that recycled service is feasible. The District will work with existing potable water users to facilitate the conversion of existing facilities for recycled water use or the installation of facilities for a new recycled water use. All new developments will be evaluated for the feasibility of recycled water usage.

- b. The uses of recycled water include only those uses approved by the District, local and State regulatory authorities and for which Title 22, California Code of Regulations provides treatment requirements. All potential applications of recycled water shall be reviewed and approved by the District prior to installation of facilities. Prior to approval and at its discretion, the District may set forth specific requirements as conditions for providing service and/or require specific prior approval from the appropriate regulatory agencies.
- c. The facilities shall be constructed in accordance with the procedures and requirements of the District. No recycled water mains or connections to the recycled water mains shall be installed unless shown on approved drawings and approved by the District.

Sec. 28.4 Definitions.

- b. Approved Backflow Prevention Assemblies.

A device/assembly approved by the State of California and the District which is installed to protect the potable water supply from contamination through backflow of a non-potable substance.

- c. Artificial Lake.

A man-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic or non-contact recreational purposes.

- d. Board.

The duly elected and constituted Board of Directors of the Fallbrook Public Utility District.

- e. Cross-Connection.

Any unprotected actual or potential connection between any part of a water system used or intended to supply potable water and any source or system containing recycled or other water or substance that is not potable and not acceptable for human consumption.

- f. Cross-Connection Control Specialist.

An individual who has a current American Water Works Association and/or American Backflow Prevention Association Specialist Certificate on file with the District

- g. Designated User.

A recipient of recycled water service from the District.

- h. District.

The Fallbrook Public Utility District, a duly constituted Public Agency of the State of California and located in San Diego County, California.

i. Greenbelt Areas.

Greenbelt areas include, but are not limited to, golf courses, playing fields, cemeteries, parks, and landscaping.

j. Hauled Recycled Water.

Recycled water use that complies with the San Diego County Water Authority publication "Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region."

k. Industrial Process Water.

Water used by any industrial facility with process water requirements which includes, but is not limited to, rinsing, washing, cooling and construction.

l. Manager.

The duly appointed General Manager of the Fallbrook Public Utility District or their designee.

m. Non-Potable Water.

Water, which does not conform to federal, state and local standards for human consumption.

n. Non-Potable Water Distribution System.

A piping system intended for the delivery of non-potable water only, and which is maintained separate from any potable water distribution system.

o. Non-Potable Water Transmission Mains.

A piping system intended for the delivery of non-potable water only and which is maintained separate from any potable water distribution system and which is owned by the District.

p. Non-Potable Water Use Area.

The property or portion of property, which has been approved by the District for non-potable or recycled water service.

q. Notice of Determination.

The notice provided to a designated user by the District.

r. Off-Site Facilities.

Those facilities located off the user's site and under the control of the District, including the service meter and any backflow prevention assembly (ies) installed with the meter.

s. On-Site Facilities.

Facilities under the control of the customer beginning at the water meter and backflow prevention assembly if installed.

t. Potable Water.

Water furnished to the customer that is approved for human consumption and conforms to all federal, state and local requirements.

u. Recycled Water.

Water which as a result of filtration and disinfection of domestic wastewater is suitable for a direct beneficial use or a controlled use that otherwise would not occur.

v. Recycled Water Facilities.

Facilities used in the storage, pumping and conveyance of recycled water.

w. Recycled Water Service Connection.

The point of connection of the customer's recycled water line with the recycled water service main of the District which shall normally be the downstream end of the recycled water meter tailpiece.

x. Site Supervisor.

An individual who has taken a training course, normally four hours in length, that has been approved by State and local authorities and the District for the on-site use of recycled water.

Sec. 28.5 Administration.

a. Manager.

The District General Manager shall administer, implement, and enforce the provisions of this Article of the Administrative Code. Any duties imposed upon the General Manager may be delegated by him to persons in the employ of the District.

b. Recycled Water Master Plan.

The General Manager shall prepare and update a Recycled Water Master Plan. The Plan shall include, but not be limited to, actual and future planning for recycled water use.

c. Coordination among Agencies.

The District shall examine the potential for initiating a coordinated effort between the District and other public agencies. The purpose of this effort shall be to share in the production and utilization of recycled water.

d. Fees and Charges.

All fees and charges for the use of recycled water shall be established separately by the Board in Article 21 of the Administrative Code.

e. Payment for On-Site Facilities.

The Designated User shall pay for all on-site facilities, including backflow prevention assemblies that may be necessary to protect the health and safety of on-site residents or employees. The Designated User of recycled water shall comply with all requirements of applicable federal, state, and local statutes, ordinances and regulations. The cost of any investigations by District staff and/or regulatory authorities resulting from the misuse of recycled water shall be the responsibility of the Designated User.

Sec. 28.6 Suspension or Termination of User Service.

28.6.1 Recycled water service may be suspended or terminated at any time by the Manager. Reasons for suspension or termination shall include, but not be limited to, the following:

1. Failure by a Designated User to adhere to the provisions of this Article.
2. The lack of necessary procedures or facilities for protection of health, safety and welfare.
3. The discovery of a cross-connection between the on-site potable and non-potable water distribution system.
4. Changes in the use and/or footprint of the non-potable distribution system without District approval.
5. Recycled water service may also be subject to discontinuation of service for failure to pay any rates, fees and charges due to the DISTRICT in accordance with the DISTRICT's discontinuation procedures then in effect for non-residential service.

28.6.2 Procedure.

The suspension or termination procedure shall be as follows: Where the District determines that service should be suspended or terminated, a written notice shall be mailed by regular mail to the customer at least ten (10) calendar days prior to the date of proposed suspension or termination of services. This notice shall set forth the reasons for the suspension or termination of services. In the event the District determines an emergency condition prevails at the time the written notice of proposed suspension or termination is mailed to the customer, the District may immediately suspend recycled water service pending a determination of any appeal. If an emergency condition does not exist, the user shall have ten (10) calendar days to come into compliance with the written notice. Thereafter the District may commence suspension or termination procedures.

28.6.3 Appeals of the Suspension or Termination Notice.

The customer may appeal the determination of the District as follows:

Not later than ten (10) calendar days following the date upon which the District Manager forwards to the customer a Notice of Suspension or Termination the customer may appeal to the Board of Directors by submitting a written appeal to the Board Secretary.

The Board of Directors shall conduct a hearing concerning the proposed determination within thirty (30) calendar days of receipt of this written appeal. Within a reasonable time thereafter the Board of Directors shall render a decision which shall be final.

28.6.4 Prohibited Connections.

No person shall make any connection to the recycled water facilities of the District unless the District has executed a written Agreement with said person as Designated User of recycled water service in accordance with the provisions of the Article of the Administrative Code.

28.7 Implementation.

28.7.1 Designation of Users.

The intent of the District is to work cooperatively with users to facilitate the conversion of existing potable users or the installation of new recycled services. The District would execute a User Agreement with the potential Designated User to implement the provisions of this Article of the Administrative Code.

If the potential Designated User declines to voluntarily execute a User Agreement with the District, but the District determines that the potential Designated User would be a beneficial user of suitable and available recycled water supplies, the District may issue a Notice of Determination that a specific water user shall be a Designated User of recycled water. A general description of the obligations of the potential Designated User shall accompany this notification. A proposed schedule for implementation of the use of recycled water shall be included in this Notice.

28.7.2 Appeal.

The potential Designated User may file a Notice of Appeal with the District within thirty (30) calendar days after the Notice of Determination has been sent. Upon receipt of the Notice of Appeal the District Manager shall schedule a hearing of the appeal before the Board of Directors and provide notice in accordance with the rules of the District.

Following this hearing, the determination of the Board shall be final and binding.

28.7.3 Design and Construction of On-Site Facilities.

The Designated User shall provide and install, at no cost to the District, all on-site recycled water facilities. Recycled water facilities shall conform to State and local

statutes, ordinances, regulations and District requirements. The Designated User shall make, at no cost to the District, any modifications to the potable water system on the premises which are required by the District in order to permit the safe use of recycled water service. Such facilities shall include, but not be limited to, installation of approved backflow prevention assemblies. Specifications and record drawings of on-site recycled facilities shall be prepared and be available for inspection or use on the premises of the Designated User and at the District office.

28.7.4 Recycled Water Supervisor.

The Designated User shall designate a Site Supervisor and shall keep the District informed of the Site Supervisor's identity. The Site Supervisor shall have attended a Site Supervisor training class, be knowledgeable in the construction and operation of the recycled water system and any on-site uses of recycled water. The Site Supervisor should be familiar with federal, State and local guidelines, criteria, standards, rules and regulations governing the use of recycled water. The Site Supervisor shall be responsible for overseeing the recycled water service and maintaining the on-site facilities in conformance with the District's guidelines and regulations. The Site Supervisor shall be responsible for the prevention of any cross-connections between the recycled water system and the on-site potable system. Any actual or suspected cross-connections shall immediately be reported to the District.

28.7.5 Conversion of Existing Facilities.

Where a Designated User proposes a conversion of any existing potable water system to a recycled water system, a comprehensive investigation of the system including conversion plans shall be performed at the expense of the Designated User. The District shall review and approve the conversion plans before the potable system is converted to recycled water use.

28.7.6 User Agreement Form.

Upon the final determination by the District that a property, or a portion of the property, shall be served with recycled water the Designated User shall execute a User Agreement with the District to implement the provisions of this Article of the Administrative Code. The District shall provide a general form of the agreement. The District may refuse or terminate recycled water service if a signed User Agreement is not on file with the District.

28.8 Water Meter Requirement.

All recycled water used on any premises approved for recycled water service must be metered. The District shall be responsible for the enforcement of this requirement.

When a parcel is developed, if the parcel has the potential for future recycled use or is along a planned recycled line extension, the development must provide for facilities to utilize recycled water when available or pipeline extensions through the parcel at the time of project construction.

28.9 Public Safety Requirements.

28.9.1 General Requirements.

All sites shall comply with the County of San Diego's Department of Environmental Health Recycled Water Plan Checklist and Inspection Manual and all District rules and regulations for recycled water service.

28.9.2 Backflow Protection at the Service Meter.

All recycled water sites are required to prevent backflow into the public water supply. Backflow protection will be determined by the degree of hazard present on the Designated User's property. Sites that use recycled water for irrigation purposes as part of a dual plumbed system are required to install a double check valve assembly device on the potable water service connection. Recycled water sites that also use potable water must install a reduced pressure principle backflow prevention assembly at the potable water connection.

28.10 Truck Load Delivery of Recycled Water.

The San Diego County Water Authority publication "Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region" shall be complied with by any user that has been certified by the District for hauling of recycled water.

28.11 Miscellaneous.

If any section, subsection, sentence, clause or phrase of the Article of the Administrative Code is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Article of the Administrative Code. The Board of Directors hereby declares that it would have passed each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, or sentences, clauses or phrases may be unconstitutional or invalid.

28.12 Non-Liability.

The District will not be responsible or liable for any suspension in service of, or failure to supply, recycled water, or for any damage or injury to person or property relating to the provision of recycled water.

ARTICLE 28

Program Adopted 2/94
Sec. 28.9 – Rev. 6/95
Sec. 28.1-28.4, 28.6, 28.9,
28.10 – Rev. 7/97
All Sections – Rev. 1/16

Attachment B
(Existing Administrative Code Article 28)

Article 28. Recycled Water Program

Sec. 28.1 Declaration of Policy.

- a. The Fallbrook Public Utility District (FPUD) operates and maintains a recycled water distribution system within its service area enabling it to provide disinfected tertiary treated recycled water for a variety of beneficial uses. The ~~District may~~ shall require the use of recycled water in-lieu of potable water for irrigation or other non-potable uses ~~is prohibited~~ where recycled water is suitable and available.
- b. The beneficial use of recycled water is regulated by the California State Water Resources Control Board (SWRCB). California Water Code Section 13551 establishes a State policy to encourage the use of recycled water.
- c. FPUD shall determine whether a potential service will be furnished with recycled water and/or potable water. ~~This determination shall be in accordance with standards of treatment and water quality requirements set for in Title 22 and with the intent of FPUD to protect the public health.~~ The ~~availability and/or~~ feasibility of making recycled water service ~~available~~ will be considered on a case-by-case basis and in accordance with applicable law.

Sec. 28.2 Statutory Requirements.

- a. All onsite and public recycled water facilities must be consistent with and adhere to the requirements described in the following documents:
 1. FPUD Backflow and Cross-Connection Control Ordinance, Article 19.22
 2. FPUD Recycled Water Program, Article 28
 - ~~33. Rules and Regulations for Recycled Water Service, FPUD Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region, San Diego County Water Authority, July 8, 2015~~
 - ~~434. California Code of Regulations, Department of Public Health (Title 22, Division 4)~~
 - ~~455. Department of Public Health "Guidance Manual for Cross Connection Control", latest edition~~
 - ~~46. California Code of Regulations, Title 17, Division 1, Chapter 5, Subchapter 1, Group 4, Articles 1 and 2~~
 - ~~567. California Nevada Section American Water Works Association "Guidelines for Distribution of Non-Potable Water"~~
 - ~~8. California Nevada Section American Water Works Association "Guidelines for the On-Site Retrofit of Facilities Using Disinfected Tertiary Recycled Water"~~

~~9. Department of Public Health “Guidelines for Use of Recycled Water for Construction Purposes”~~

~~10. Department of Public Health “Guidelines for the Preparation of an Engineering Report for the Production, Distribution and Use of Recycled Water”~~

~~511. San Diego County Department of Environmental Health Recycled Water Program Requirements:~~

~~“Recycled Water Plan Check and Inspection Manual”~~

~~676. For Facilities Hauling Recycled Water: Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region, San Diego County Water Authority, July 8, 2015~~

~~78712. All applicable Federal, State or local statutes, regulations and ordinances~~

~~Sec. 28.3 — General.~~

~~It is the responsibility of the user of these documents to make reference to and utilize industry standards not otherwise directly referenced within this document. The Engineer or Landscape Architect of Work may not deviate from the criteria presented in these standards and specifications without prior written authority of the District’s engineer.~~

Sec. 28.4 Approved Use.

- a. These rules and regulations pertain to recycled water service to lands and/or improvements lying within the legal boundaries of the District unless otherwise stated. It is the intent of the District to provide recycled water service in accordance with these rules and regulations to all areas that recycled service is economically feasible. ~~-The District will work with existing potable water users to facilitate the conversion of existing facilities for recycled water use or the installation of facilities for a new recycled water use. All new developments will be evaluated for the feasibility of recycled water usage, identified in the District’s Recycled Water Master Plan, including all subsequent revisions. Recycled water service shall be provided to the service area when related transmission and distribution facilities are completed and service becomes available.~~
- b. The uses of recycled water include only those uses approved by the District, local and State regulatory authorities and for which Title 22, California Code of Regulations provides treatment requirements. All potential applications of recycled water shall be reviewed and approved by the District prior to installation of facilities. Prior to approval and at its discretion, the District may set forth specific requirements as conditions for providing service and/or require specific prior approval from the appropriate regulatory agencies.
- c. The facilities shall be constructed in accordance with the procedures and requirements of the District. No recycled water mains or connections to the recycled

water mains shall be installed unless shown on approved drawings and approved by the District.

Sec. 28.5 Definitions.

a. ~~Agricultural Uses.~~

~~—Agricultural Uses include all approved agricultural uses as defined in the California Code of Regulations Title 22.: Annual Agricultural Products, field and row crops grown for seed or other annual plants; Perennial Agricultural Products, field and nursery crops, trees, vines and other perennial plants. Watering livestock is only allowed in drought emergencies.~~

b. Approved Backflow Prevention Assemblies.

A device/assembly approved by the State of California, ~~the USC Foundation for Cross-Connection Control and Hydraulic Research~~ and the District which is installed to protect the potable water supply from contamination through backflow of a non-potable substance.

c. Artificial Lake.

A man-made lake, pond, lagoon, or other body of water that is used wholly or partly for landscape, scenic or non-contact recreational purposes.

d. Board.

The duly elected and constituted Board of Directors of the Fallbrook Public Utility District.

e. Cross-Connection.

Any unprotected actual or potential connection between any part of a water system used or intended to supply potable water and any source or system containing recycled or other water or substance that is not potable and not acceptable for human consumption.

f. Cross-Connection Control Specialist.

An individual who has a current American Water Works Association and/or American Backflow Prevention Association Specialist Certificate on file with the District

g. Designated User.

A recipient of recycled water service from the District.

h. District.

The Fallbrook Public Utility District, a duly constituted Public Agency of the State of California and located in San Diego County, California.

i. Greenbelt Areas.

Greenbelt areas include, but are not limited to, golf courses, playing fields, cemeteries, parks, and landscaping.

j. Hauled Recycled Water.

Recycled water use that complies with the San Diego County Water Authority publication "Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region."

k. Industrial Process Water.

Water used by any industrial facility with process water requirements which includes, but is not limited to, rinsing, washing, cooling and construction.

l. Manager.

The duly appointed General Manager of the Fallbrook Public Utility District or their designee.

m. Non-Potable Water.

Water which does not conform to federal, state and local standards for human consumption.

n. Non-Potable Water Distribution System.

A piping system intended for the delivery of non-potable water only, and which is maintained separate from any potable water distribution system.

o. Non-Potable Water Transmission Mains.

A piping system intended for the delivery of non-potable water only and which is maintained separate from any potable water distribution system and which is owned by the District.

p. Non-Potable Water Use Area.

The property or portion of property which has been approved by the District for non-potable or recycled water service.

q. Notice of Determination.

The notice provided to a designated user by the District.

r. Off-Site Facilities.

Those facilities located off the user's site and under the control of the District, including the service meter and any backflow prevention assembly (ies) installed with the meter.

s. On-Site Facilities.

Facilities under the control of the customer beginning at the water meter and backflow prevention assembly if installed.

t. Potable Water.

Water furnished to the customer that is approved for human consumption and conforms to all federal, state and local requirements.

u. Recycled Water.

Water which as a result of filtration and disinfection of domestic wastewater is suitable for a direct beneficial use or a controlled use that otherwise would not occur.

v. Recycled Water Facilities.

Facilities used in the storage, pumping and conveyance of recycled water.

w. Recycled Water Service Connection.

The point of connection of the customer's recycled water line with the recycled water service main of the District which shall normally be the downstream end of the recycled water meter tailpiece.

x. User's Recycled Water Site Supervisor.

An individual who has taken a training course, normally four hours in length, that has been approved by State and local authorities and the District for the on-site use of recycled water.

Sec. 28.6 Administration.

a. Manager.

The District General Manager shall administer, implement, and enforce the provisions of this Article of the Administrative Code. Any duties imposed upon the General Manager may be delegated by him to persons in the employ of the District.

~~b. — Regulations.~~

~~The General Manager shall make and enforce regulations necessary to the administration of this Article of the Administrative Code.~~ Recycled Water Master Plan.

The General Manager shall prepare and update a Recycled Water Master Plan. The Plan shall include, but not be limited to, actual and future planning for recycled water use. ~~Approvals of developments shall be consistent with the Plan in all respects including developer piping for recycled and non-potable water uses.~~

~~d. Public Awareness Program.~~

~~The District shall establish and update comprehensive Recycled Water Public Awareness and Assistance Program.~~

ec. Coordination among Agencies.

The District shall examine the potential for initiating a coordinated effort between the District and other public agencies. The purpose of this effort shall be to share in the production and utilization of recycled water.

fd. Fees and Charges.

All fees and charges for the use of recycled water shall be established separately by the Board in Article 21 of the Administrative Code.

ge. Payment for On-Site Facilities.

The Designated User shall pay for all on-site facilities, including backflow prevention assemblies that may be necessary to protect the health and safety of on-site residents or employees. The Designated User of recycled water shall comply with all requirements of applicable federal, state, and local statutes, ordinances and regulations. The cost of any investigations by District staff and/or regulatory authorities resulting from the misuse of recycled water shall be the responsibility of the Designated User.

Sec. 28.7 Suspension or Termination of User Service.

28.7.1 Recycled water service may be suspended or terminated at any time by the Manager. Reasons for suspension or termination shall include, but not be limited to, the following:

1. Failure by a Designated User to adhere to the provisions of this ~~Ordinance~~Article.
2. The lack of necessary procedures or facilities for protection of health, safety and welfare.
3. The discovery of a cross-connection between the on-site potable and non-potable water distribution system.
4. Changes in the use and/or footprint of the non-potable distribution system without District approval.
5. Recycled water service may also be subject to discontinuation of service for failure to pay any rates, fees and charges due to the DISTRICT in accordance with the DISTRICT's discontinuation procedures then in effect for non-residential service.

~~6. Failure of any designated user to pay all of the fees and charges outlined in Article 21 of the Administrative Code.~~

28.7.2 Procedure.

The suspension or termination procedure shall be as follows: Where the District determines that service should be suspended or terminated, a written notice shall be mailed by regular mail to the customer at least ten (10) calendar days prior to the date of proposed suspension or termination of services. This notice shall set forth the reasons for the suspension or termination of services. In the event the District determines an emergency condition prevails at the time the written notice of proposed suspension or termination is mailed to the customer, the District may immediately suspend recycled water service pending a determination of any appeal. If an emergency condition does not exist, the user shall have ten (10) calendar days to come into compliance with the written notice. Thereafter the District may commence suspension or termination procedures.

28.7.3 Appeals of the Suspension or Termination Notice.

The customer may appeal the determination of the District as follows:

Not later than ten (10) calendar days following the date upon which the District Manager forwards to the customer a Notice of Suspension or Termination the customer may appeal to the Board of Directors by submitting a written appeal to the Board Secretary.

The Board of Directors shall conduct a hearing concerning the proposed determination within thirty (30) calendar days of receipt of this written appeal. Within a reasonable time thereafter the Board of Directors shall render a decision which shall be final.

28.7.4 Prohibited Connections.

No person shall make any connection to the recycled water facilities of the District unless the District has executed a written Agreement with said person as Designated User of recycled water service in accordance with the provisions of the Article of the Administrative Code.

28.8 Implementation.

28.8.1 Designation of Users.

The intent of the District is to work cooperatively with users to facilitate the conversion of existing potable users or the installation of new recycled services. The District would execute a User Agreement with the potential Designated User to implement the provisions of this Article of the Administrative Code.

If the District and potential Designated User cannot reach agreement declines to voluntarily execute a User Agreement with the District, but the District determines that the potential Designated User is/would be a beneficial user of

~~suitable and available recycled water supplies, the District may issue a~~ Notice of Determination that a specific water user shall be a Designated User of recycled water. ~~shall be provided. mailed to the potential Designated User by certified mail.~~ A general description of the obligations of the potential Designated User shall accompany this notification. A proposed schedule for implementation of the use of recycled water shall be included in this Notice.

28.8.2 Appeal.

The potential Designated User may file a Notice of Appeal with the District within thirty (30) calendar days after the “Notice of Determination” has been sent. Upon receipt of the Notice of Appeal the District Manager shall schedule a hearing of the appeal before the Board of Directors and provide notice in accordance with the rules of the District.

Following this hearing, the determination of the Board shall be final and binding.

28.8.3 Design and Construction of On-Site Facilities.

The Designated User shall provide and install, at no cost to the District, all on-site recycled water facilities. Recycled water facilities shall conform to State and local statutes, ordinances, regulations and District requirements. The Designated User shall make, at no cost to the District, any modifications to the potable water system on the premises which are required by the District in order to permit the safe use of recycled water service. Such facilities shall include, but not be limited to, installation of approved backflow prevention assemblies. Specifications and record drawings of on-site recycled facilities shall be prepared and be available for inspection or use on the premises of the Designated User and at the District office.

28.8.4 Recycled Water Supervisor.

The Designated User shall designate a ~~User Site Water~~ Supervisor and shall keep the District informed of the Site Supervisor’s identity. The Site Supervisor shall have attended a Site Supervisor training class, be knowledgeable in the construction and operation of the recycled water system and any on-site uses of recycled water. The Site Supervisor should be familiar with federal, State and local guidelines, criteria, standards, rules and regulations governing the use of recycled water. The Site Supervisor shall be responsible for overseeing the recycled water service and maintaining the on-site facilities in conformance with the District’s guidelines and regulations. The Site Supervisor shall be responsible for the prevention of any cross-connections between the recycled water system and the on-site potable system. Any actual or suspected cross-connections shall immediately be reported to the District.

28.8.5 Conversion of Existing Facilities.

Where a Designated User proposes a conversion of any existing potable water system to a recycled water system, a comprehensive investigation of the system

including conversion plans shall be performed at the expense of the Designated User. The District shall review and approve the conversion plans before the potable system is converted to recycled water use.

28.8.6 User Agreement Form.

Upon the final determination by the District that a property, or a portion of the property, shall be served with recycled water the Designated User shall execute a User Agreement with the District to implement the provisions of this Article of the Administrative Code. The District shall provide a general form of the agreement. The District may refuse or terminate recycled water service if a signed User Agreement is not on file with the District.

28.9 Water Meter Requirement.

All recycled water used on any premises approved for recycled water service must be metered. The District shall be responsible for the enforcement of this requirement.

When a parcel is developed, if the parcel has the potential for future recycled use or is along a planned recycled line extension, the development must provide for facilities to utilize recycled water when available or pipeline extensions through the parcel at the time of project construction.

28.11 Public Safety Requirements.

28.11.1 General Requirements~~Cross-Connections.~~

All sites shall comply with the County of San Diego's Department of Environmental Health Recycled Water Plan Checklist and Inspection Manual and all District~~the FPUd~~ rules and regulations for recycled water service. No Designated User of other parties shall install or create a cross-connection between the on-site potable water system and the on-site recycled water system.

~~28.11.2~~ Drinking Fountains.

~~Any and all drinking fountains located within an area approved for the use of recycled water shall be protected by siting or shielding from contact with recycled water, whether by windblown spray or by direct application through irrigation or other approved uses.~~

~~28.11.3~~ Hose Bibs.

~~The portions of the non-potable water piping system that are in areas subject to access by the general public shall not include any hose bibs. Only quick couplers that differ from those used on the potable water system shall be used on the portions of the non-potable water piping system in areas subject to public access.~~

~~28.11.4~~ Fire Hydrants.

~~No Designated User or other party shall use or install fire hydrants on any on-site system that is designed to operate with recycled water regardless of the fire hydrant construction or identification.~~

~~28.11.5 Marking.~~

~~All above-ground recycled water piping and appurtenances shall be color coded or painted the color purple or banded with non-potable marking tape to identify it as using recycled water. In-ground new piping shall be color coded purple and identified as recycled water piping. Existing non-potable piping shall be tagged at all valves as non-potable (recycled) water.~~

~~Exposed portions of potable water piping and appurtenances shall be color coded or painted the color blue or banded with potable water marking tape to identify it as using potable water. All non-potable outlets shall be signed or tagged with the words "Recycled water – Do not drink" in English and Spanish. Where appropriate, the international symbol for "Do not drink" should be posted. All potable water outlets intended for drinking purposes shall be plainly marked. Main shutoff valves shall be clearly identified to distinguish between potable and non-potable water. Methods of identifying potable and non-potable water systems shall be called out on the use-site plans and approved by the District before installation.~~

28.11.26 Backflow Protection at the Service Meter.

All recycled water sites are required to prevent backflow into the public water supply. Backflow protection will be determined by the degree of hazard present on the recycled water Designated User's property. Sites that use recycled water for irrigation purposes as part of a dual plumbed system are required to install a double check valve assembly device on the potable water service connection. Recycled water sites that also use potable water must install a reduced pressure principle backflow prevention assembly at the potable water connection. If a recycled water customer requires potable water service on the same property a reduced pressure principle backflow prevention assembly must be installed on the potable water service at the potable meter. The installation and maintenance cost will be a District expense.

28.12 Truck Load Delivery of Recycled Water.

The San Diego County Water Authority publication "Engineering Report for the Installation of Hauled Recycled Water Fill Stations and Use of Hauled Recycled Water in the San Diego Region" shall be complied with by any user that has been certified by the District for hauling of recycled water.

28.13 Miscellaneous.

If any section, subsection, sentence, clause or phrase of the Article of the Administrative Code is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Article of the Administrative Code.

The Board of Directors hereby declares that it would have passed each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, or sentences, clauses or phrases may be unconstitutional or invalid.

28.14 Non-Liability.

The District will not be responsible or liable for any suspension in service of, or failure to supply, recycled water, or for any damage or injury to person or property relating to the provision of recycled water.

ARTICLE 28
Program Adopted 2/94
Sec. 28.9 – Rev. 6/95
Sec. 28.1-28.4, 28.6, 28.9, 28.10 – Rev. 7/97
All Sections – Rev. 1/16

Attachment C
(Proposed Recycled Water User Agreement)

ACCOUNT NO. _____ METER # _____

FALLBROOK PUBLIC UTILITY DISTRICT

**RECYCLED WATER
USER AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between Fallbrook Public Utility District, a public agency ("DISTRICT"), and (*Company Name*) _____ ("Owner"). Owner shall hereinafter be referred to as "USER."

DISTRICT owns and operates a major system of sewage interceptor, transmission, treatment, disposal, and water reclamation facilities, hereafter referred to as DISTRICT'S Water Reclamation System; and

Water that has been completely treated through the DISTRICT'S Water Reclamation System shall hereinafter be referred to as recycled water; and

In accordance with DISTRICT policies, the recycled water, which results from the operation of the DISTRICT'S Water Reclamation System, has been made available for approved uses; and

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

Such sales and deliveries would be in accordance with the DISTRICT'S policy of using recycled water for beneficial purposes; and

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 all 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, 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. Scheduling of Deliveries

DISTRICT may need to work with USER to arrange and coordinate schedule deliveries of recycled water during peak demand periods. DISTRICT will make every reasonable effort within the capabilities of its recycled water system facilities and staffing to accommodate USERs delivery schedules. However, it is specifically understood and agreed that the DISTRICT cannot and does not guarantee that it will be able to accommodate the timing of such delivery schedules, especially in regard to demands during peak demand periods.

[INCLUDE ONLY IF DISCOUNTED COMMUNITY SERVICE WATER IS BEING RECEIVED (MISSION RD. MEDIAN AND SPORTSPARK)]

USERs receiving discounted water to provide community benefits will be subject to altering their schedule to accommodate the full price. DISTRICT may be required to dictate times of use during peak demand periods.

D. 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" at pressures of 50 to 150 psi. USER shall be responsible for, at its cost, providing any and all additional pressure or equipment required to deliver the recycled water to the point(s) of use.

E. Facility Provision and Operational Responsibility

(1) DISTRICT shall be responsible for providing and operating its 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:

- Complete and file an 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 personnel (employees, tenants and/or occupants) that recycled water is being used on-site for irrigation purposes.
- Designate a **Site Supervisor**. The Site Supervisors must/will:
 - a) Be knowledgeable about recycled water and how it is manufactured.
 - b) Be the contact person at USER's site, and available twenty-four hours a day.
 - 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 personnel in the proper handling of recycled water and the potential health hazards involved with its use.
 - f) Maintain irrigation system record drawings of USER's site.
 - g) Communicate all recycled water rules and regulations to on-site personnel.
 - h) Be knowledgeable of all on-site potable water systems, and take appropriate measures to prevent cross-connection with the recycled water system.
 - i) 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 until written notification is made to DISTRICT.

Site Supervisor training is required every five (5) years. Failure to complete Site Supervisor training will result in recycled water service being terminated.

- 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, and local regulatory agencies on USER's owned or controlled lands.
- Recycled water shall be used only on the areas depicted on the attached exhibits and irrigation construction plans.
- Recycled water shall be used between the hours of 9:00 p.m. and 6:00 a.m. in areas with public access.

F. USER Acknowledgment

USER acknowledges it is understood that:

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

G. Indemnification

USER agrees to indemnify, defend, and hold DISTRICT (including its Board, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims, damages, legal liability, expenses (including reasonable attorney's fees) and/or economic loss related to or in connection with the use of recycled water delivered in compliance with all applicable discharge standards under this Agreement or any acts or omissions of USER (including USER's officers, employees, agents, contractors, subcontractors, and authorized volunteers) related to or in connection with this Agreement. The provisions of this subsection G shall survive any termination of this Agreement.

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 irrigation purposes on the specified use site as shown and depicted as USER lands on attached Exhibit "B," in compliance with applicable rules and regulations of DISTRICT, federal, state, and local regulatory agencies. Recycled water service provided hereunder shall be subject to DISTRICT's standard rules and regulations governing recycled water service, as may be amended from time to time, except to the extent that any rule or regulation conflicts with an express provision of this Agreement, in which case the express provision of this Agreement shall control.

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 by USER that connect to the DISTRICT'S Regional Water Reclamation System.

Recycled water service may be suspended or terminated at any time by the DISTRICT for failure to comply with this Agreement or the DISTRICT's rules and regulations relating to recycled water use, including, but not limited to: (1) failure to comply with Article 28 of the DISTRICT's Administrative Code; (2) a lack of necessary procedures or facilities for protection of health, safety and welfare, such as a functioning backflow prevention device; (3) the discovery of a cross-connection between the on-site potable and non-potable water distribution systems; and (4) changes in the use and/or footprint of the non-potable distribution system without DISTRICT approval. Notice of suspension or termination shall be provided and is subject to appeal under the provisions of Article 28 of the DISTRICT's Administrative Code. Notwithstanding such procedures, in the event the DISTRICT determines an emergency condition prevails at the time the written notice of proposed suspension or termination is mailed to the customer, the DISTRICT may immediately suspend recycled water service pending a determination of any appeal. Recycled water service may also be subject to discontinuation of service for failure to pay any rates, fees and charges due to the DISTRICT in accordance with the DISTRICT's discontinuation procedures then in effect for non-residential service.

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. DISTRICT shall forward said Regional Board Reclamation Requirements to USER and 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 bear the risk of loss and 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 the DISTRICT's then-current adopted recycled water rates and charges applicable to recycled water service unless a specific take or pay contract is negotiated with the USER. Currently, rates and charges are described as follows:

- A. A recycled water rate based on actual usage or a negotiated take or pay amount.
- B. A monthly charge based on meter size.

The District reserves the right to periodically modify or adjust the rates and charges for providing recycled water service (including the structure of rates and charges) as approved by the DISTRICT's Board of Directors.

4. BILLING FOR RECYCLED WATER

DISTRICT will render monthly billings for recycled water deliveries made during the preceding month, 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 discontinuation procedures then in effect for non-residential service.

5. 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.

6. 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.

7. TERMINATION

- A. USER or DISTRICT shall have the right to terminate this Agreement by giving thirty calendar days' written notice.
- B. DISTRICT shall have the right to terminate this Agreement for USER'S noncompliance with applicable use and/or payment requirements.
- C. Notwithstanding Paragraph B, the DISTRICT shall also have the right to terminate this Agreement by giving the USER thirty 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 recycled water that complies with such changes without incurring additional costs or modifications to said facilities.
- D. Upon termination, USER shall pay any amounts due to the DISTRICT for service previously provided, for removal of facilities (if necessary in the sole discretion of the DISTRICT), and for any other fees, costs or charges due under the DISTRICT'S Administrative Code.

8. GENERAL PROVISIONS

- A. 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.
- B. Captions to Paragraph/Subparagraphs of this Agreement are for convenience purposes only and are not part of this Agreement.
- C. This Agreement and Exhibits "A" and "B" attached hereto are binding on the heirs, representatives, successors, and assigns of the parties of this Agreement.
- D. This Agreement and any disputes relating to this Agreement shall be construed in accordance with the laws of the State of California.
- E. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that venue shall lie only in the federal or state courts in or nearest to the County of San Diego, State of California.
- F. This Agreement may not be altered in whole or in part except by a written modification executed by all the parties to this Agreement.
- G. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective purchasers, successors, heirs, and assigns.
- H. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and shall remain enforceable except to the extent it frustrates the principal purposes of this Agreement.
- I. Nothing herein contained shall be construed to make the parties partners or joint ventures or to make DISTRICT liable for any obligations incurred by USER in the conduct of its business.
- J. This Agreement is made and entered into for the sole protection and legal benefit of the parties, and their permitted successors and assignees, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.
- K. Nothing in this Agreement shall be construed to confer any appropriative, public trust or other right to water on any person or entity. The only rights granted to USER as a result of this Agreement are those expressly set forth herein.
- L. Any failure of a party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement, shall in no way affect the validity of this Agreement, or any part hereof, and shall not

be deemed a waiver of the right of such party thereafter to enforce each and every such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the party giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

- M. Each party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- N. Time shall be of the essence in the performance of all obligations by the Parties hereunder.
- O. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- P. This Agreement contains all representations and the entire understanding between the parties with respect to recycled water service to USER. No other representations are intended or shall be implied. Any prior or contemporaneous correspondence, memoranda, or agreements, whether oral or written, which are in conflict with this Agreement are intended to be replaced in total by this Agreement. The parties warrant and represent that there are no oral promises, representations, or agreements not contained in this Agreement.

12. CERTIFICATION

The undersigned PROPERTY OWNER and RECYCLED WATER SUPERVISOR hereby certify compliance with all operational responsibilities contained in Section 1.E.(2) above.

13. AUTHORITY TO SIGN AGREEMENT

The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day, month, and year first above written.

FALLBROOK PUBLIC UTILITY DISTRICT

(OWNER NAME)

Jack Bebee, General Manager

By: _____
(Print Name)

(Signature)

Date: _____, 202__

Date: _____, 202__

RECYCLED WATER CONTACT

(Print Name)

**FALLBROOK PUBLIC UTILITY DISTRICT
APPLICATION FOR
USE OF RECYCLED WATER**

PROJECT NAME: _____

PROJECT ADDRESS: _____

LOCATION: _____
(PLEASE ENCLOSE MAP SHOWING PROJECT SITE)

DEVELOPER: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____

*ONSITE SUPERVISOR: _____

PHONE: (DAY) _____

(NIGHT) _____

EMAIL: _____

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**

Attachment D
(Existing Recycled Water User Agreement)

ACCOUNT NO. _____ METER # _____

FALLBROOK PUBLIC UTILITY DISTRICT

**RECYCLED WATER
USER AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between Fallbrook Public Utility District, a public agency ("DISTRICT"), and **(Company Name)** _____ ("Owner"). Owner shall hereinafter be referred to as "USER."

DISTRICT owns and operates a major system of sewage interceptor, transmission, treatment, disposal, and water reclamation facilities, hereafter referred to as DISTRICT'S Water Reclamation System; and

Water that has been completely treated through the DISTRICT'S Water Reclamation System shall hereinafter be referred to as recycled water; and

In accordance with DISTRICT policies, the recycled water, which results from the operation of the DISTRICT'S Water Reclamation System, has been made available for approved uses; and

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

Such sales and deliveries would be in accordance with the DISTRICT'S policy of using recycled water for beneficial purposes; and

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 all applicable DISTRICT rRules and rRegulations.

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, 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. Scheduling of Deliveries

DISTRICT may need to work with USER to arrange and coordinate schedule deliveries of recycled water during peak demand periods. DISTRICT will make every reasonable effort within the capabilities of its recycled water system facilities and staffing to accommodate USERs delivery schedules. However, it is specifically understood and agreed that the DISTRICT cannot and does not guarantee that it will be able to accommodate the timing of such delivery schedules, especially in regard to demands during peak demand periods.

[INCLUDE ONLY IF DISCOUNTED COMMUNITY SERVICE WATER IS BEING RECEIVED (MISSION RD. MEDIAN AND SPORTSPARK)]

USERs receiving discounted water to provide community benefits will be subject to altering their schedule to accommodate the full price-~~USERs~~. DISTRICT may be required to dictate times of use during peak demand periods.

D. 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" at pressures of 50 to 150 psi. USER shall be responsible for, at its cost, providing any and all additional pressure or equipment required to deliver the recycled water to the point(s) of use.

E. Facility Provision and Operational Responsibility

(1) DISTRICT shall be responsible for providing and operating its 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 Complete and file an](#) 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 personnel (employees, tenants and/or occupants) that recycled water is being used on-site for irrigation purposes.
- Designate a **Site Supervisor**. The Site Supervisors must/will:
 - a) Be knowledgeable about recycled water and how it is manufactured.
 - b) Be the contact person at USER's site, and available twenty-four hours a day.
 - 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 personnel in the proper handling of recycled water and the potential health hazards involved with its use.
 - f) Maintain irrigation system record drawings of USER's site.
 - g) Communicate all recycled water rules and regulations to on-site personnel.
 - h) Be knowledgeable of all on-site potable water systems, and take appropriate measures to prevent cross-connection with the recycled water system.
 - i) 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 until written notification is made to DISTRICT.

Site Supervisor training is required every five (5) years. Failure to complete Site Supervisor training will result in recycled water service being terminated.

- 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, and local regulatory agencies on ~~their respective~~ USER's owned or controlled lands.
- Recycled water shall be used only on the areas depicted on the attached exhibits and irrigation construction plans.
- Recycled water shall be used between the hours of 9:00 p.m. and 6:00 a.m. in areas with public access.

F. USER Acknowledgment

USER acknowledges it is understood that:

- (1) DISTRICT'S Water Reclamation System's purpose is to control the biological quality of the recycled water resulting from its operation; and
- (2) Except as required to meet federal, state, and local regulatory agency discharge standards, ~~S~~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.~~

G. Indemnification

USER agrees to indemnify, defend, and hold DISTRICT (including its Board, officers, employees, agents, and authorized volunteers) free and harmless from any and all claims, damages, legal liability, expenses (including reasonable attorney's fees) and/or economic loss that it may sustain as a result of the ~~related to or in connection with the use of~~ recycled water delivered in compliance with all applicable discharge standards under this Agreement or any acts or omissions of USER (including USER's officers, employees, agents, contractors, subcontractors, and authorized volunteers) related to or in connection with this Agreement. The provisions of this subsection G shall survive any termination of this Agreement.

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 irrigation purposes on the specified use site as shown and depicted as USER lands on attached Exhibit "B," in compliance with applicable rules and regulations of DISTRICT, federal, state, and local regulatory agencies. Recycled water service provided hereunder shall be subject to DISTRICT's standard rules and regulations governing recycled water service, as may be amended from time to time, except to the extent that any rule or regulation conflicts with an express provision of this Agreement, in which case the express provision of this Agreement shall control.

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 by USER that connect to the DISTRICT'S Regional Water Reclamation System.

Recycled water service may be suspended or terminated at any time by the DISTRICT for failure to comply with this Agreement or the DISTRICT's rules and regulations relating to recycled water use, including, but not limited to: (1) failure to comply with Article 28 of the DISTRICT's Administrative Code; (2) a lack of necessary procedures or facilities for protection of health, safety and welfare, such as a functioning backflow prevention device; (3) the discovery of a cross-connection between the on-site potable and non-potable water distribution systems; and (4) changes in the use and/or footprint of the non-potable distribution system without DISTRICT approval. Notice of suspension or termination shall be provided and is subject to appeal under the provisions of Article 28 of the DISTRICT's Administrative Code. Notwithstanding such procedures, in the event the DISTRICT determines an emergency condition prevails at the time the written notice of proposed suspension or termination is mailed to the customer, the DISTRICT may immediately suspend recycled water service pending a determination of any appeal. Recycled water service may also be subject to discontinuation of service for failure to pay any rates, fees and charges due to the DISTRICT in accordance with the DISTRICT's discontinuation procedures then in effect for non-residential service. 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. DISTRICT shall forward said Regional Board Reclamation Requirements to USER and 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 bear the risk of loss and 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's then-current per the~~ adopted recycled water rates and charges applicable to recycled water service unless a specific take or pay contract is negotiated with the USER. ~~Currently, such~~ rates and charges are described as follows:

- A. ~~The current~~A recycled water rate based on actual usage or a negotiated take or pay amount.
- B. ~~The current~~A monthly charge based on meter size.

*—The District reserves the right to periodically modify or adjust the rates and charges schedule(s) for providing recycled water service (including the structure of rates and charges) ~~to reflect changes in the District's operating costs, if any, as determined by the District~~ as approved by the DISTRICT's Board of Directors.

4. **BILLING FOR RECYCLED WATER**

DISTRICT will render monthly billings for recycled water deliveries made during the preceding month, 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~~ discontinuation procedures then in effect for non-residential service.

5. **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.

6. **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.

7. CANCELLATION/TERMINATION

- A. USER or DISTRICT shall have the right to terminate this Agreement ~~, with no financial liability to the other party,~~ by giving thirty ~~calendar~~ 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,~~ for USER'S noncompliance with applicable use and/or payment requirements.
- C. Notwithstanding Paragraph ~~4~~.B., the DISTRICT shall also have the right to terminate this Agreement by giving the USER ~~thirty~~ 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 ~~S~~system, as it presently exists, cannot produce ~~wastewater~~ recycled water that complies with such changes without incurring additional costs or modifications to said facilities.

D. Upon termination, USER shall pay any amounts due to the DISTRICT for service previously provided, for removal of facilities (if necessary in the sole discretion of the DISTRICT), and for any other fees, costs or charges due under the DISTRICT'S Administrative Code.

8. ATTORNEYS' FEES/GENERAL PROVISIONS

A. 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.

B. _____

~~C. 9. PREPARATION OF THIS AGREEMENT~~

~~D.A. _____~~

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

~~10. CAPTIONS~~

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

11. PROVISIONS BINDING

- C. _____ This Agreement and Exhibits "A" and "B" attached hereto are binding on the heirs, representatives, successors, and assigns of the parties of this Agreement.
- D. This Agreement and any disputes relating to this Agreement shall be construed in accordance with the laws of the State of California.
- E. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that venue shall lie only in the federal or state courts in or nearest to the County of San Diego, State of California.
- F. This Agreement may not be altered in whole or in part except by a written modification executed by all the parties to this Agreement.
- G. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective purchasers, successors, heirs, and assigns.
- H. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and shall remain enforceable except to the extent it frustrates the principal purposes of this Agreement.
- I. Nothing herein contained shall be construed to make the parties partners or joint venturers or to make DISTRICT liable for any obligations incurred by USER in the conduct of its business.
- J. This Agreement is made and entered into for the sole protection and legal benefit of the parties, and their permitted successors and assignees, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.
- K. Nothing in this Agreement shall be construed to confer any appropriative, public trust or other right to water on any person or entity. The only rights granted to USER as a result of this Agreement are those expressly set forth herein.
- L. Any failure of a party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement, shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce each and every such provision. Any consent or approval given pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the party

giving such consent or approval or otherwise reduce the obligations of the party receiving such consent or approval.

M. Each party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

N. Time shall be of the essence in the performance of all obligations by the Parties hereunder.

O. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

~~L.P.~~ This Agreement contains all representations and the entire understanding between the parties with respect to recycled water service to USER. No other representations are intended or shall be implied. Any prior or contemporaneous correspondence, memoranda, or agreements, whether oral or written, which are in conflict with this Agreement are intended to be replaced in total by this Agreement. The parties warrant and represent that there are no oral promises, representations, or agreements not contained in this Agreement.

12. CERTIFICATION

The undersigned PROPERTY OWNER and RECYCLED WATER SUPERVISOR hereby certify compliance with all operational responsibilities contained in Section 1.E.(2) above.

13. AUTHORITY TO SIGN AGREEMENT

The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the day, month, and year first above written.

FALLBROOK PUBLIC UTILITY DISTRICT

(OWNER NAME)

~~Brian Brady~~ Jack Bebee, General Manager

By: _____
(Print Name)

(Signature)

Date: _____, 2021_

Date: _____, 201_

RECYCLED WATER CONTACT

(Print Name)

**FALLBROOK PUBLIC UTILITY DISTRICT
APPLICATION FOR
USE OF RECYCLED WATER**

PROJECT NAME: _____

PROJECT ADDRESS: _____

LOCATION: _____
(PLEASE ENCLOSE MAP SHOWING PROJECT SITE)

DEVELOPER: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE: _____

*ONSITE SUPERVISOR: _____

PHONE: (DAY) _____

(NIGHT) _____

EMAIL: _____

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**