

A G R E E M E N T
BETWEEN THE CITY OF SANDY
AND
ISELI NURSERY, INC.
FOR USE AND DELIVERY OF RECLAIMED WATER

WHEREAS, Iseli Nursery desires to receive reclaimed water from the City of Sandy's wastewater treatment facility for irrigation of its nursery stock; and

WHEREAS, the City desires to use Iseli Nursery property as a reclaimed water use site and believes that irrigation of nursery stock is a good use of such water;

NOW, THEREFORE, the parties do hereby agree to the following terms and conditions for the use and delivery of such reclaimed water:

1. The City agrees to supply reclaimed water for nursery stock irrigation subject to the available supply of such reclaimed water which can meet the standards for Level II effluent quality as described in OAR Chapter 340, Division 55, Table 1. The City shall use best efforts to maintain the City's wastewater treatment facility and treatment equipment in a condition of repair sufficient to supply the estimated quantity of Level II quality water during the periods described in paragraph 6 for the term of this Agreement and any renewal periods.
2. The reclaimed water will be delivered to the nursery at a point to be mutually agreed upon. The flow is estimated to be approximately 300,000 GPD or more, but no guarantee is expressed or implied for the actual rate of delivery.
3. The City reserves the right to divert from delivery any quantity of reclaimed water as may be necessary or desirable to provide for operation of the City's wastewater facilities.
4. The City reserves the right to curtail deliveries to the nursery:
 - (a) If appropriate water quality standards cannot be met, or
 - (b) If the user fails to meet any condition required by this agreement, or

- (c) Should equipment failure occur, or
- (d) Should the Nursery fail to manage the irrigation system in compliance with Oregon Administrative Rules, Chapter 340, Division 55.
- (e) At the request of the Oregon DEQ; in the event of such curtailment the city will make every effort to provide the Nursery with as much notice as practicable.

The Nursery reserves the right to refuse deliveries of reclaimed water:

A. If appropriate water quality standards cannot be or have not been achieved by the City; or

B. Should equipment failure occur.

- 5. Iseli Nursery may transfer deliveries of reclaimed water to other parties, provided that each succession of possession of the reclaimed water shall first be established by a legally enforceable contract on file with the City and which notifies the succeeding reclaimed water user of the requirements of Oregon Administrative Rules, Chapter 340, Division 55, and the permit for the sewage system. The contract shall also require the succeeding user to so contract with any additional succeeding reclaimed water users.
- 6. Nursery will accept and has rights to all reclaimed water at no charge from May 1 through October 31 subject to Paragraph 4 above. If requested by City, Nursery will make every effort to accept on a voluntary basis water from November 1 through April 30. City may sell or provide to other users any water that is generated from November 1 through April 30, provided that Iseli Nursery will have first right of refusal to this water.
- 7. Qualified city personnel during the term of this agreement shall be allowed to inspect owner's transmission, storage, delivery, and recapture facilities at any reasonable time to assure compliance with any regulation or agreement.
- 8. The City will meter deliveries used for irrigation for recording purposes and may, at the expiration of the agreement period set charges for the use of such reclaimed water.

9. Iseli Nursery and the City of Sandy shall report to the Oregon DEQ and/or the City any and all violations of the terms of OAR Chapter 340, Division 55, this agreement, and/or the city's NPDES or WPCF permit authorizing release of reclaimed waters.
10. The Nursery shall be responsible for the design, installation and maintenance of all on-site facilities and equipment associated with the use and management of the reclaimed water, including underdrain/reclamation systems, equipment and piping from point of delivery to all points of use, and storage facilities. This Agreement for the Use and Delivery of Reclaimed Water is subject to negotiation of a satisfactory supplementary agreement regarding the precise method of delivering reclaimed water to the Nursery. The City shall work in conjunction with the Nursery to produce a Reclaimed Water Use Plan satisfying the requirements of OAR 340-55-025. The City shall submit three copies of the Water Use Plan to the DEQ for approval. During the term of this Agreement, the Nursery will grant the City, free of charge, a license for an outfall to Tickle Creek at a mutually agreed-upon location and a license to accomplish delivery of reclaimed water to the Nursery property and for any city-owned piping associated with delivery of reclaimed water on Nursery property.
11. Should future water quality requirements for the Nursery's reuse of water exceed or violate the City's NPDES permit standards, Nursery will have the options of 1) refusing wastewater after giving the City adequate notice (3 years); 2) constructing a treatment system (at Nursery's expense) on Nursery property; or 3) paying for improvements at the City's wastewater treatment plant sufficient to provide reclaimed water of adequate quality to the Nursery.
12. Direct release of any reclaimed water to surface waters of the State of Oregon shall be prohibited.
13. The Nursery will hold the City harmless against any damage to plants or use of plants due to the use of reclaimed water as long as such water meets the standards for Level II effluent quality.
14. City will notify Nursery of significant changes in effluent and sludge quality and provide copies of all reports submitted to DEQ. City also shall provide Nursery a copy of City's NPDES or WPCF permit allowing reclaimed water to be released for use by the Nursery.

3 - AGREEMENT FOR USE AND DELIVERY OF RECLAIMED WATER

[JCD\ISELI.AGR]

City will notify Nursery of significant new sewer use that might change composition of reclaimed water. At no time shall water quality drop below standards for Level II effluent quality. City shall not discharge to Nursery any waters: 1) inferior in quality to the quality of water the City's Wastewater Treatment Facility is capable of producing on a consistent and on-going basis; and 2) which fall below the quality of waters discharged by the City to Tickle Creek.

15. City will construct fail-safe mechanisms to terminate deliveries to the nursery immediately upon a power failure to the U-V disinfection system. City will adhere to regular schedule of periodic maintenance to ensure the continued functioning of the disinfection system.
16. The term of this agreement will be ten years from the date of first water delivery. The agreement may be amended at any time by mutual agreement of both parties. After the initial agreement period, the agreement will be automatically extended from year to year, although either party may terminate or request renegotiation of the agreement with three years notice (such notice can be given no earlier than seven years from the date of first water delivery).

This agreement shall not be effective until the DEQ approves in writing a Reclaimed Water Use Plan for the release of reclaimed waters to the Nursery.

The provision of this agreement are for the purpose of providing conditions upon which the City may deliver reclaimed water and on usage of such reclaimed water by Iseli Nursery. By affixing signatures the parties of this agreement certify that they have read and understand the provisions contained in Oregon Administrative Rules, Department of Environmental Quality, Chapter 340, Division 55.

CITY OF SANDY

Scott Lazengy
Scott Lazengy, City Manager

7/16/74
Date

ISELI NURSERY, INC.

Andre Iseli
Andre Iseli, President

1-11-74
Date

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DEPT OF ENVIRONMENTAL QUALITY
NORTHWEST REGION



Oregon Water Resources Department

Registration No.
(Dept. Use Only)

Registration of Reclaimed Municipal Water Use

"Reclaimed water" means water that has been used for municipal purposes and after such use has been treated in a sewage treatment system and that, as a result of treatment, is suitable for a direct beneficial purpose or a controlled use that could not otherwise occur. (ORS 537.131 and 537.132)

NOTE: Please type or print in dark ink. If your registration is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your registration, insert "n/a."

Registrant(s) Iseli Nursery, Inc.
(owner of the land where reclaimed water is to be used)

Mailing Address 30590 SE Kelso Rd

Boring OR 97009 503 663 3822
City State Zip Daytime Telephone No.

- 1. Municipal Discharge Permit

NPDES Permit No. 10084 Effective Date 4/23/02 Expiration Date 4/23/07

WPCF Permit No. _____ Effective Date _____ Expiration Date _____

Date use of Reclaimed Water began, or is scheduled to begin 05/01/2002

Annual Period of Use: from 05/01 to 10/31

- 2. Supplier of the Municipal Water which produces the Reclaimed Water

If more than one supplier is used, please provide a list in the **Remarks** section on page 4.

Name of Supplier City of Sandy

Address 39250 Pioneer Blvd. Sandy, OR 97055

Telephone No. 503-668-5533 Fax No. 503-668-8714

Original Source of Municipal Supply Alder Creek and Brownell Springs

- 3. Supplier of Reclaimed Water

Name of Supplier City of Sandy

Name of Facility 39250 Pioneer Blvd. Sandy, OR 97055

Street Address of Facility 33400 Jarl Rd. Boring, OR 97009

Name of Facility Owner City of Sandy

Address of Facility Owner 39250 Pioneer Blvd. Sandy, OR 97055

Telephone No. of Supplier 503-668-5533 Telephone No. of Facility 503-668-3251

Fax No. 503-668-7879

- 4. User of Reclaimed Water

Name of Water User Iseli Nursery, Inc.

Address 30590 SE Kelso Rd. Boring, Oregon 97009

Telephone No. 503 663 3822 Fax No. 503 663 0202

- 5. Agreement/Contract

Period of Agreement and Contract 05/01/2002 through 05/01/2012

Term of Agreement 10 years

Special Limitations See attached agreement

- 6. Total Amount of Reclaimed Water

Enter the amount to be applied to beneficial use:

0.80 cubic feet per second, OR _____ gallons per minute

If reclaimed water is to be used from more than one treatment facility, give the quantity from each.

- 7. Intended Use(s) of Reclaimed Water

Irrigation of ornamental nursery plants

(If for more than one use, give the quantity of reclaimed water from each treatment facility for each use.)

If for IRRIGATION, or other land application, state the TOTAL number of acres to receive reclaimed water under each use;

Irrigation potentially 614 acres--initially 176 acres

Other (describe) _____

(Temperature Control, Mitigation, Wetland, etc.)

- 8. Description of Delivery System

Include dimensions and type of construction of diversion works, length and dimensions of supply ditches or pipelines, size and type of pump and motor. If for irrigation, describe the type of system (i.e., flood, wheel line, hand line, drip, other).

Treated wastewater is delivered to Iseli Nursery via 3 30hp variable-speed pumps

and approximately 8000 lf. of 14" diameter pipe. At the Nursery site treated

wastewater is delivered to 176 acres of container nursery stock w/overhead and drip irrigation system daily during irrigation season.

- 9. Existing Water Rights

Please provide a description of all the existing water rights appurtenant to the lands where the reclaimed water will be applied.

Application No. see attached *Permit No.* _____

Certificate No. _____ *Decree vol & pg* _____

(Only one number needs to be provided. Attach a separate list if more than one water right is involved.)

- 10. Property Ownership

Do you own all the land where you propose to divert, transport and use water?

- ☒ Yes (Skip to section no. 11 "Historic Disposal Method")
- ☐ No (Please check the appropriate box below and, in the **Remarks** section, list the names and addresses of all affected landowners.**)
- ☐ I have a recorded easement or written authorization permitting access.
- ☐ I do not currently have written authorization or an easement permitting access.

**If more than 25 landowners are involved, a list is not required. Contact WRD for instructions.

- 11. Historic Disposal Method

Has the reclaimed water being registered in this process been discharged into a natural watercourse for 5 or more years?

- ☐ No (Skip to section no. 12 "Signature")
- ☒ Yes (Please answer the following questions)

a) Name of the receiving natural watercourse: Tickle Creek

b) Description of the location where the discharge historically entered the natural watercourse: 1½ mile upstream from Iseli Nursery diversion point

c) Does the amount of reclaimed water proposed for use under this registration represent 50% or more of the total average daily flow of the natural watercourse? ☐ Yes ☒ No

- 12. Signature

I/We certify that the information provided in this application is an accurate representation of the proposed reclaimed water use and is true and correct to the best of my knowledge:

See remarks page

[Signature] 4/22/02 Supplier's Signature 04/26/02
Signature of Registrant Date Title Date
Iseli Nursery, Inc.
[Signature] 4/30/02
Signature of Co-Registrant Date
DEQ Signature

NOTE: This registration must be accompanied by a map which shows the location of the treatment plant, approximate location of conveyance system (pipelines, canals, etc.) and place of use. The map must be drawn to scale with the scale stated on the map. The land area where the reclaimed water is to be applied shall be identified on the map. Topographic maps with the facilities and place of use shown will meet the map requirement.

Remarks

The reclaimed municipal water use--as proposed under this application, shall in no way relinquish, or diminish or forfeit any water rights currently in effect covering the Iseli Nursery properties.

ISELI NURSERY WATER RIGHTS – T2S R4E W.M. SECTIONS 7, 8 & 12

<u>Application</u>	<u>Permit</u>	<u>Certificate</u>
G-11840	G-11135	FP 9/30/94
G-11241	G-11134	
68024	48577	
65054	47675	
R-68128	R- 9901	
R-69175	R-10837	
69176	50048	



Oregon

John A. Kitzhaber, M.D., Governor

Department of Environmental Quality

Northwest Region
2020 SW Fourth Avenue
Suite 400
Portland, OR 97201-4987
(503) 229-5263 Voice
TTY (503) 229-5471

May 1, 2002

MR KEN LITE
OREGON WATER RESOURCES DEPARTMENT
158 12TH STREET NE
SALEM OR 97310

RECEIVED

MAY 03 2002

WATER RESOURCES DEPT.
SALEM, OREGON

Dear Mr. Lite:

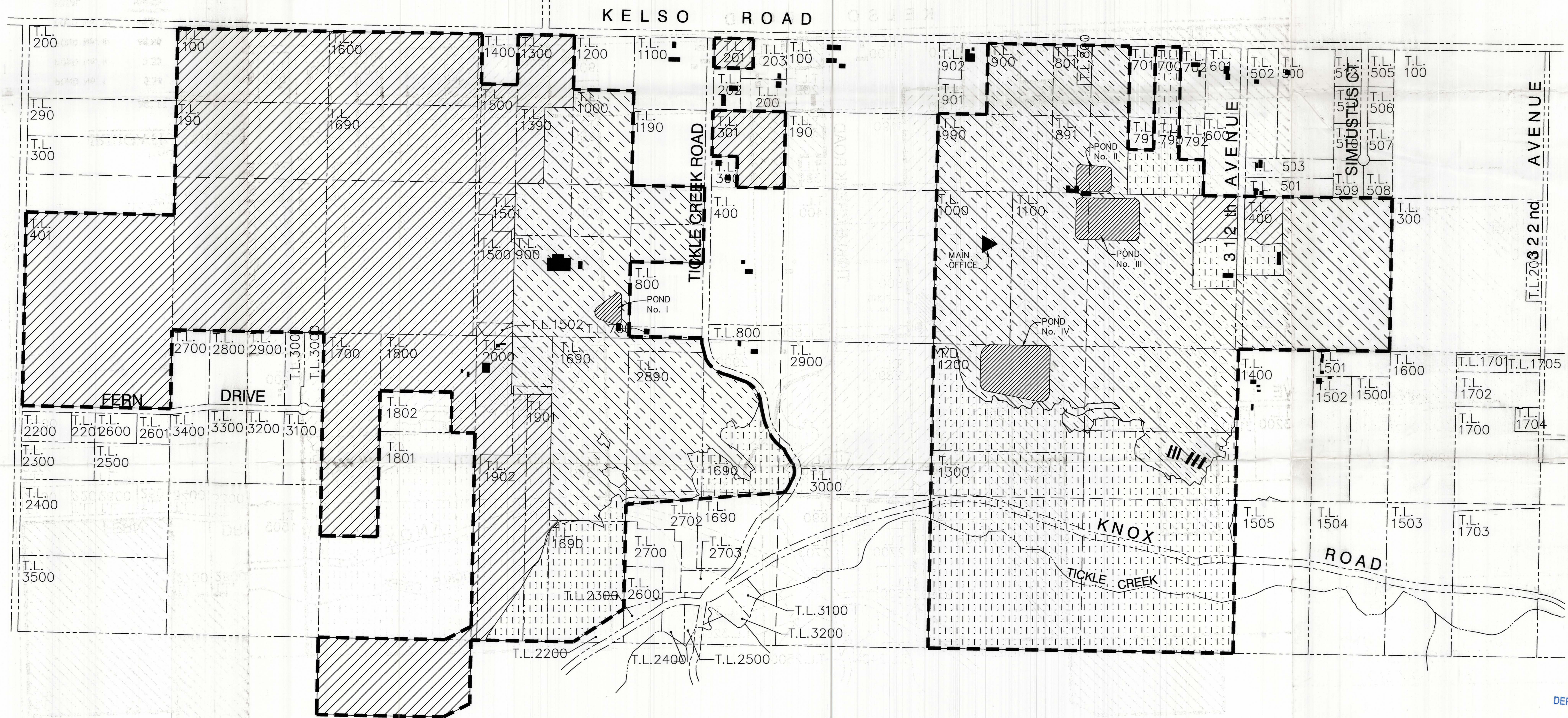
Attached is the Registration of Reclaimed Municipal Water Use for Iseli Nursery, Inc.

Sincerely

Beth Moore
Environmental Specialist
Water Quality Source Control Section

Cc: Mike Walker, Public Works Director, City of Sandy (w/encl. 4 page registration form)





IRRIGATION STORAGE PONDS

	AC. FT	MG	IRRIGATION DISCHARGE CAPACITY (GPM)
POND No. I	5.36	1.75	---
POND No. II	9.30	3.03	3,100
POND No. III	45.86	14.94	---
POND No. IV	45.50	14.82	1,000
TOTAL	106.02	34.54	4,100

LAND USE CATEGORIES

FIELD PRODUCTION	[Hatched Box]
CONTAINER (GRAVELED & TILED)	[Cross-hatched Box]
NON-IRRIGATED AREAS	[Dotted Box]
TOTAL AREA	

ACRES

332
282
166
780

ISELI NURSERY BOUNDARY
BUILDINGS/STRUCTURES

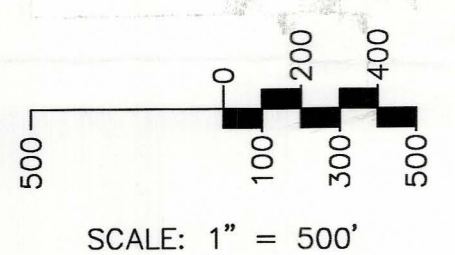
LEGEND

IRRIGATION PONDS



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Sandy
NORTHWEST REGION



BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

CURRAN-MCLEOD, INC.
CONSULTING ENGINEERS

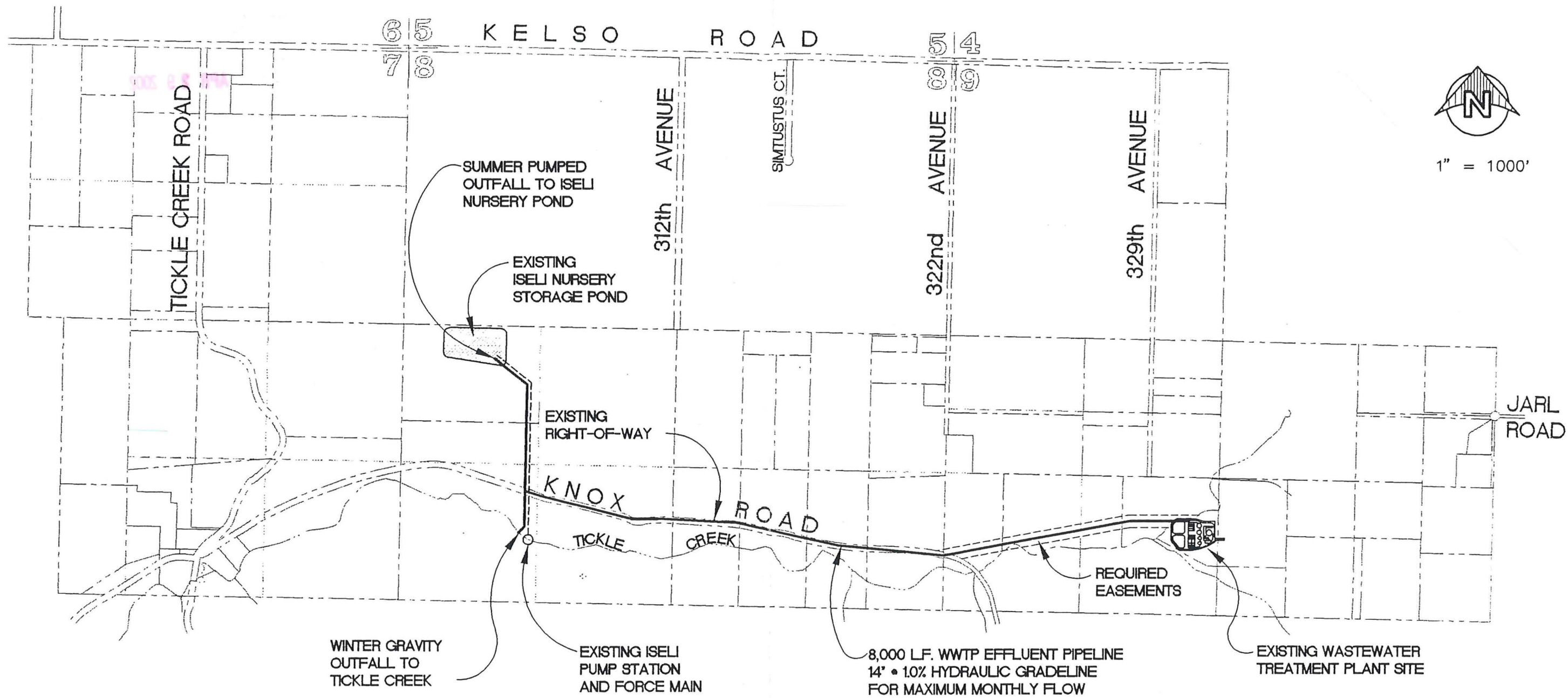
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684-3478

CITY OF SANDY
ISELI NURSERY
RECLAIMED WATER USE PLAN

CLACKAMAS COUNTY, OREGON

DATE NOV 1999
P/A 1194
P/S REF
P/S TDS
DATE 194RWP01

1
OF
1



WWTP EFFLUENT PIPELINE SCHEMATIC CITY OF SANDY

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS

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