



Oregon Water Resources Department

Rm-203
Registration No.
(Dept. Use Only)

AUG 18 2014

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) City of Hillsboro, Parks and Recreation Department
(owner of the land where reclaimed water is to be used)

Mailing Address 4400 N.W. 229th Avenue

Hillsboro OR 97124 503-681-6120
City State Zip Daytime Telephone No.

1. Municipal Discharge Permit

NPDES Permit No. 101144 Effective Date 2/27/05 Expiration Date Permit in effect until renewed

WPCF Permit No. Effective Date Expiration Date

Date use of Reclaimed Water began, or is scheduled to begin August 29, 2014

Annual Period of Use: from May 1 to October 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 Hillsboro Water Department

Address Hillsboro Civic Center, 150 E. Main Street

Telephone No. 503-615-6702 Fax No.

Original Source of Municipal Supply Barney and Scoggins Reservoirs via Tualatin River

3. Supplier of Reclaimed Water

Name of Supplier Clean Water Services

Name of Facility Rock Creek Wastewater Treatment Facility

Street Address of Facility 3235 S.W. River Road

Name of Facility Owner Clean Water Services

Address of Facility Owner 2550 SW Hillsboro Highway, Hillsboro, Oregon 97123

Telephone No. of Supplier 503-681-3600 Telephone No. of Facility 503-547-8000

Fax No. 503-547-8001

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- 4. User of Reclaimed Water _____

Name of Water User Same as registrant

Address _____

Telephone No. _____ Fax No. _____

- 5. Agreement/Contract _____

Period of Agreement and Contract Intergovernmental Agreement dated July 1, 2014

Term of Agreement Five years

Special Limitations Agreement will automatically renew every five years unless terminated.

- 6. Total Amount of Reclaimed Water _____

Enter the amount to be applied to beneficial use:

_____ cubic feet per second, OR 135 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 Rood Bridge Park grounds.

(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 20 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).

See Item 1 in Remarks section.

- 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. R-87379 Permit No. R-14773

Certificate No. 88492 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.

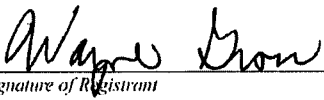
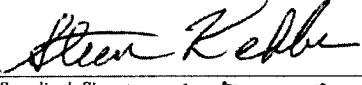

- 11. Historic Disposal Method

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: Tualatin River
 - b) Description of the location where the discharge historically entered the natural watercourse: Adjacent to Rood Bridge Park.
 - 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:

	8/7/14		8/12/14
Signature of Registrant	Date	Supplier's Signature <u>Clean Water Services</u>	Date
	3/16/15		
Signature of Co-Registrant	Date	Title	Date
DEQ Signature	Date		

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.

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Remarks

Item 1 regarding "8. Description of Delivery System" :

The diversion is the chlorine contact basin at the Rock Creek Facility, measuring about 130 by 60 feet.

There are two submersible pumps, which are a Flygt rated at 1400 gpm at 50 feet and an ABS rated at 500 gpm at 46 feet that will be used to pump water into an 1800-foot-long, 24 and 18-inch diameter line to the Park.

A 10 horsepower Precision Pumping Systems booster pump rated at 200 gpm at 115 feet with a variable frequency drive unit will send water directly to the Park's spray irrigation system.

Item 2 regarding "9. Existing Water Rights" :

There are 3 Water rights at Rood Bridge Park:

Lower Pond storage Application # R-87380 and permit # R-14774

Use of water from Lower Pond Application #S-87381, permit # S-54667

Woodland Pond Application #R-87379; permit # R-14773; certificate # 88492

STATE OF OREGON
 COUNTY OF WASHINGTON
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

CITY OF HILLSBORO
 4400 NW 229TH AVE
 HILLSBORO OR 97124

confirms the right to use the waters of LOWER POND, CONSTRUCTED UNDER PERMIT R-14774, A TRIBUTARY OF TUALATIN RIVER for AESTHETICS, WITHIN A RE-CIRCULATING POND SYSTEM.

This right was perfected under Permit S-54667. The date of priority is JANUARY 20, 2009. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 6.3 ACRE FEET EACH YEAR measured at the point of diversion.

The period of use is year round.

The point of diversion location:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
1 S	2 W	WM	9	SW SW	43	240 FEET NORTH AND 180 FEET EAST FROM SW CORNER, SECTION 9

A description of the place of use is as follows:

AESTHETICS					
Twp	Rng	Mer	Sec	Q-Q	DLC
1 S	2 W	WM	8	SE SE	43
1 S	2 W	WM	9	SW SW	43

Measurement, recording and reporting conditions:

- A. The water user shall maintain, in good working order, a totalizing flow meter or other suitable measuring device as approved by the Director at each point of appropriation.
- B. The water user shall keep a complete record of the amount of water used each month, and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the water user to report general water-use information, including the place and nature of use of water under the right.
- C. The water user shall allow the watermaster access to the meter or measuring device; provided however, where any meter or measuring device is located within a private structure, the watermaster shall request

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

access upon reasonable notice.

- D. The Director may provide an opportunity for the water user to submit alternative measuring and reporting procedures for review and approval.

The water user shall maintain and operate fish screening as required by the Oregon Department of Fish and Wildlife to prevent fish from entering the diversion.

Notwithstanding that Oregon Department of Fish and Wildlife has made a determination that by-pass devices are not necessary at this time, the water user may be required in the future to install, maintain, and operate by-pass devices to provide adequate upstream and downstream passage for fish.

Failure to comply with any of the provisions of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

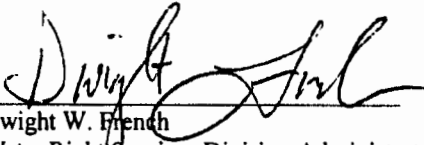
The use may be restricted if the quality of the source stream or the downstream waters decreases to the point that it no longer meet existing state and federal water quality standards due to reduced flows.

This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

Issued DEC 04 2014



Dwight W. French
Water Right Services Division Administrator, for
Thomas M. Byler, Director
Oregon Water Resources Department

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLEAN WATER SERVICES AND
CITY OF HILLSBORO
FOR ROOD BRIDGE PARK RECYCLED WATER CONNECTION**

THIS AGREEMENT is entered into this first day of July, 2014, by and between Clean Water Services (District) and the City of Hillsboro (City).

RECITALS

1. City owns, operates, and maintains Rood Bridge Park (Park). The Park has an irrigation system and water feature. Potable water is currently used for irrigation. The water feature recirculates water from the Lower Pond through a system of man made creeks that return the water to the Lower Pond..
2. District owns, operates, and maintains the Rock Creek Advanced Wastewater Treatment Facility (Facility). The Facility is capable of producing recycled water (RW).
3. District owns, operates, and maintains pipelines that extend from the Facility to the Park. The pipelines are capable of delivering RW to the Park.
4. City desires and District agrees that District will supply RW to the Park. City agrees to pay District for the RW.
5. The parties are authorized by ORS 190.010 to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform.

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TERMS AND CONDITIONS

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NOW, THEREFORE, the parties agree as follows:

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1. Term. The term of this Agreement is for a period commencing July, 2014 and ending October 31, 2019, unless otherwise terminated or extended as allowed herein. This Agreement will automatically renew for five years unless terminated as allowed herein.
2. Construction of Connection. District shall at its sole cost and expense, including any permit costs, construct a connection between District's pipelines and the Park irrigation system at the northwest corner of the Park (Connection) to allow RW to be delivered to the Park. City shall allow District access to the Park to perform the construction. The construction area shall be returned as near as is reasonable to original conditions following construction. District will coordinate construction of the connection with the City.
3. Delivery of Recycled Water. District shall deliver RW to the Connection. District shall be responsible for the pipelines from the Facility to the Connection. RW shall be available for

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use to the Park on demand subject to availability and subject to all the terms and conditions of this Agreement.

4. Recycled Water Pressure. City recognizes that RW pressure in District's pipelines might not be adequate for Park use and that City might need to construct a booster pump station in the Park (at its sole cost and expense, including any permits) to increase the pressure. City will coordinate installation of any pump station with the District.
5. City use of Recycled Water. City shall use RW only for Park irrigation and as a supplement for the water feature. City's use of RW must comply with OAR 340, Division 55.
6. Price of Recycled Water. The initial price for RW shall be \$1.00 per hundred cubic feet. During the term of this Agreement, District will index the price of RW to the percent increase or decrease of Tualatin Valley Water District (TVWD) annual adjustments. Beginning May 1, 2015 and each year thereafter, District will establish a new price for RW based on the percentage of TVWD's annual change in the price of water. District shall notify City of any price change prior to the beginning of each irrigation season, no later than June 1 each year.
7. District's Right of Entry/Inspection. City hereby grants District, District's duly authorized employees, agents, representatives and contractors, reasonable access to the Park to install any necessary ground water quality monitoring equipment and to make any necessary inspection, including, but not limited to, meter reading and verification of RW use. District shall interfere as little as possible with City's use and enjoyment of the Park, and with the exception of meter reading or an emergency, shall provide at least 72 hours' notice prior to its planned entry.
8. Soil/Water Testing. District may collect soil and/or water samples from those portions of the Park that utilize RW. District will test any samples collected for compliance with applicable regulations. District shall perform the tests as often as required by the regulations. A copy of the soil and /or water analysis report will be given to City upon request. The cost of all testing and reporting shall be borne by the District.
9. City to Maintain Fertilizer/Pesticide Records. City agrees to keep and maintain written records of all fertilizers and pesticides applied to portions of the Park that receive RW. The records shall contain the name of the substance applied, the date, method and amount of the application, and the name of the applicator. The records shall be made available to District upon request.
10. Conditions Suspending Duty to Deliver Recycled Water. District may suspend delivery of RW if delivery is prevented by a cause outside of District's control, including, but not limited to, Acts of God, shortage of RW, malfunction or upset of District's system, actions of a third party, order of a governmental regulatory authority, or if District determines that the RW poses a significant risk of harm to public health or safety, or if District determines, in good faith, based upon the advice of counsel, that any aspect of the parties' performance hereunder may be contrary to law. District may cease providing

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RW if the Oregon Department of Environmental Quality or District determines that the requirements of ORS 537.131 and/or OAR Chapter 340, Division 55 are not being met.

11. Restrictions Governing Use of Recycled Water. City understands that RW is not potable. Accordingly, City shall use RW for irrigation and water feature purposes only and shall not sell, transfer or convey the RW to any other user. City shall at all times comply with the use restrictions concerning buffer zones, crop selection, harvesting, and methods of application contained in OAR Chapter 340, Division 55. City shall not directly release RW to any surface waters of the State of Oregon, including the Tualatin River or any of its tributaries. City shall prevent the RW from flowing into depressions or drainage ways that lead away from the Park, and shall not allow RW to accumulate excessively on the ground surface as standing puddles, thereby resulting in vector control problems. City shall not sell, assign, give or transfer any RW furnished under this Agreement to any person.
12. Public Safety/Warnings. City shall inform all of the City Park employees and agents who may be exposed to RW of any hazards associated with such exposure, and shall comply with the provisions of OAR Chapter 340, Division 55 concerning public access and warnings.
13. Recycled Water Quality. District shall use best efforts to ensure that the RW meets the criteria for Class A RW as defined in OAR Chapter 340, Division 55. District makes no other representation concerning the quality of the RW and makes no express or implied warranties whatsoever. District reserves the right to interrupt delivery of RW based on any temporary good faith determination that water quality may not meet these standards. District will provide reasonable notice to City in such event.
14. Water Rights. No water right is created by this Agreement. RW furnished under this Agreement shall be subject to Oregon Revised Statutes regarding "reclaimed water." City and District shall jointly file a "Reclaimed Water Registration Form" as set forth in ORS 537.132.(2), covering the use of RW under this Agreement. City and District shall jointly renew or update such filings as required for the duration of this Agreement.
15. Compliance with Oregon Administrative Rules. City represents that City has read and understands OAR Chapter 340, Division 55. City shall report any and all violations of this Agreement or said rules to District immediately upon discovery.
16. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
17. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law,

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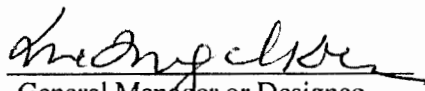
which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

18. Resolution of Disputes. If any dispute arising out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's General Manager will attempt to resolve the issue. If the City Manager and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will follow the Dispute Resolution process established in Section 6 of their Intergovernmental Agreement for Operating Services dated January 4, 2005.
19. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
20. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.
21. Termination. This Agreement may be terminated by mutual written agreement of both parties. In the event such termination becomes necessary, the termination will become effective 14 calendar days after receipt of the termination notice. City shall within 30 calendar days of termination pay District for RW delivered by District to Park. Each party shall be responsible for costs incurred as a result of termination itself, such as demobilizing, modifying schedules, and reassigning personnel.
22. Interpretation of Agreement This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
23. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
24. Approval Required. This Agreement and all amendments shall become effective when approved by 1) District's General Manager or the General Manager's designee and, when required by applicable District rules, District's Board of Directors and 2) the City Manager or the City Manager's designee, and when required by applicable City rules, the City Council.

25. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

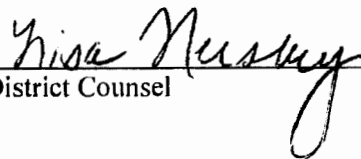
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLEAN WATER SERVICES

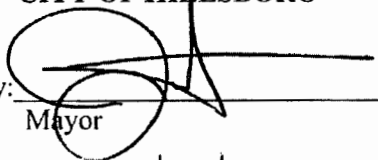
By: 
General Manager or Designee

Date: 2 July 2014

APPROVED AS TO FORM

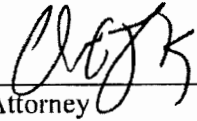

District Counsel

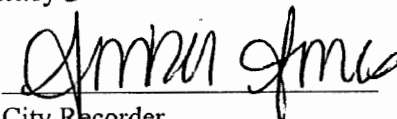
CITY OF HILLSBORO

By: 
Mayor

Date: 6/17/14

APPROVED AS TO FORM


City Attorney

ATTEST: 
City Recorder

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Reclaimed Water Registration Checklist

RM- 203 County Washington Registrant (User of Water) City of Hillsboro, Parks + Rec. Dept.

Place of Use: Township 1S Range 2W Section 8+9 QQ's SESE(8), SWSW(9)

Amount 0.3 CFS Use IRP of Park Grounds WM Dist. # 18

Supplier City of Hillsboro ^{Water Dept.} Muni WW Permit No. (Source) Rock Creek WW. Treat. Plant Permit No. 101144

Point of Diversion: Township 1S Range 2W Section 9 QQ SWSW

Contract Length in Years 5

Agent N/A

Property ownership: Does the Registrant own all the land for the proposed project? (Y) N

If No:

The affected landowner's name and mailing address must be listed

The **map** must meet all the minimum requirements of OAR 690-310-0050.

Township, Range, Section

NEW FORM

Location of main canals, ditches, pipelines or flumes (if POA/POD is outside of POU)

Place of use, ¼-¼'s and tax lot clearly identified

Even map scale not less than 4" = 1 mile (1" = 1320 ft.); examples: 1" = 100 ft., 1" = 200 ft.

Location of *each* diversion point, by reference to a recognized public land survey corner. Reference corner on map

North Directional Symbol

Number of acres per ¼-¼ if for irrigation, nursery, or agriculture

Signature of *all* Registrants.

DEQ section (17) is completely filled out and signed.

NEW FORM

*Remember there is no fee for Reclaimed Water Registrations

Reviewed by: Kerri Coyle

Date: 4/11/16



CITY OF HILLSBORO
PARKS & RECREATION DEPARTMENT
REGISTRATION OF RECLAIMED WATER USE MAP

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