

Oregon Water Resources Department

Municipal Reclaimed Water Registration Form

A water use permit may not be required if the water being used is reclaimed water as defined in ORS 537.131 **and** the reclaimed water use is both authorized by the Oregon Department of Environmental Quality (DEQ) **and registered** with Oregon Water Resources Department (WRD)(ORS 537.132). Currently there is no fee for registering.

Complete and send this Registration Form **to the DEQ permit writer** managing the wastewater treatment facility discharge permit. DEQ will review and sign this Registration Form prior to sending it on to WRD in Salem. A response letter will be sent by WRD to all parties within 60 days of receipt.

Instructions are available to guide you. If you need assistance, please call 503-986-0900 and ask for the "Water Reuse Coordinator" or contact the local watermaster in your county. Insert "N/A" if the requested information does not apply to your situation.

1. Name of "Registrant". Who will use the reclaimed water?

Name of Reclaimed Water User: PeaceHealth/Cottage Grove Community Hospital

County where reclaimed water use will occur: Lane County

Mail Address: 1515 Village Drive Cottage Grove Oregon 97424
Street/P.O. Box City State Zip

Daytime Telephone: (541) 942-8730 E-mail: _____

2. Does the reclaimed water user own the land where the use will occur?

YES NO If no, provide the landowner's name and contact information.

Landowner Name: _____

Mail Address: _____
Street/P.O. Box City State Zip

Daytime Telephone: _____ E-mail: _____

3. Are there existing water rights on the same land where the use will occur?

YES (provide information below) NO

Application No. _____ Permit No. _____

Certificate No. See Attachment A Decree vol. & pg. _____

Will the reclaimed water be used **instead of** existing water rights OR used to **supplement** the continued use of the existing water rights? Supplement

4. Has DEQ issued a Municipal Wastewater Treatment Facility Discharge Permit authorizing the use of reclaimed water? (If yes, provide permit number)

YES NPDES Permit No. 101300 or WPCF Permit No. _____
Permit Effective Date: 1/13/2011 Permit Expiration Date: 9/30/2014
DEQ Region: (Check one) Northwest Region Eastern Region Western Region
 NO Permit application was submitted to DEQ, but not yet issued.
 NO Permit application has not been submitted to DEQ.

5. Who is treating and supplying the reclaimed water to the user?

Name of Supplier: City of Cottage Grove Telephone No. (541) 942-3349
Treatment Facility Name: Cottage Grove STP Telephone No. (541) 942-3152
Mail Address: 1800 N Douglas Ave Cottage Grove OR 97424
Street/P.O. Box City State Zip

6. Which water provider supplies potable municipal water to the city/community that produces the sewage entering the treatment facility?

Municipal Water Provider: City of Cottage Grove Telephone No. (541) 942-3349
Source(s) of Municipal Water: Row River
(stream name, groundwater, and/or reservoir name)

7. Will the use of reclaimed water occur inside or outside the water service boundaries of the potable municipal water provider identified above in Question 6?

INSIDE OUTSIDE

8. What is the length in years of the agreement/contract between the reclaimed water user and the reclaimed water supplier? 33

Describe any conditions in the agreement that limit use of the reclaimed water.

Agreement is from Dec. 27, 2007 through May 1, 2040
See attached agreement between the City and PeaceHealth

9. Please describe the transmission system that delivers reclaimed water from the wastewater treatment facility to the place of reclaimed water use.

See Attachment B

(Include type of construction of diversion works/pump capacity, length and dimensions of supply ditches/ pipelines)

10. What is the Intended Use(s) of Reclaimed Water?

Irrigation

(irrigation, aquifer recharge, wetlands, industrial, cooling, aquifer storage & recovery, etc.)

Irrigation Total Acres: 11.4 What type of crop? Grass
(hay, pasture, golf course, wood fiber, etc.)

What is the irrigation application system? Sprinkler System
(flood, center pivot, wheel line, drip, micro-sprinklers)

How much Reclaimed Water will be used? See Attachment B
(cubic feet per second, OR gallons per minute)

Date use began or will begin: 2008 Period of use (month/day): from 3/1 to 10/31

11. What are the water user's motivations to use reclaimed water?

- My existing water rights are "junior" and not always reliable.
- Another water source is available, but reclaimed water is less expensive.
- Reclaimed water is the only source available and enables the use listed in Question 10.
- Reclaimed water allows a WRD transfer of existing water rights to a different location.
- Reclaimed water use reduces demand on the local municipal water supply.
- To assist the treatment facility in meeting DEQ regulatory permit requirements.
- To recharge the aquifer or store water in the aquifer for future recovery.
- Other (describe): _____

12. Describe the historic reclaimed water disposal method.

A) Into which stream was the reclaimed water discharged? Coast Fork Willamette River

B) Has the reclaimed water been discharged into the stream for 5 or more years?

YES NO

C) Where did the treated wastewater historically enter the stream?

Township 20 Range 3W Section 28, Rivermile 21.5
(Township, Range and Section, or distance from landmark, or river mile, or Lat/Long)

D) Does the amount (rate in gpm or cfs) of reclaimed water proposed for use under this registration represent more than 50% of the total average annual flow of the stream?

YES NO UNKNOWN

Source of information used to answer this? USGS Stream Stat# 14153500 COAST FORK

13. Is the required map attached showing the reclaimed water transmission system and place of use? YES NO (If No, please prepare and attach map).

The Registration Form is not complete without an adequate map.
See map requirement explanation on page 4.

14. MAP REQUIREMENTS:

This registration must be accompanied by a map, or maps, to show the location of the wastewater treatment facility, location of reclaimed water transmission system (pipelines, canals, etc.) and the place of reclaimed water use. Features of the map(s) should include the following:

- A north arrow.
- Drawn to scale at not less than 4" = 1 mile, with the scale identified.
- Township, Range, Section, Quarter-Quarters, and tax lot number(s).
- Place of use shown by Quarter-Quarter section with shading or diagonal lines.
- Acres, if land application, per Quarter-Quarter section (approximate if not certain).
- Location of main canals or pipelines to and within the reclaimed water use area.
- Streams and roads identified if they cross through the map.
- Other obvious features that would help someone in the field locate the place of use.
- A legend.

**A map showing the wastewater treatment facility, transmission system, and place of use at a scale of 4" = >1 mile is fine only if a second map is provided showing the place of use at not less than 4" = 1 mile.*

15. ADDITIONAL COMMENTS: Provide additional information here or attach additional pages.

A description of the existing infrastructure and infrastructure improvements for the recycled water system is included in Attachment B and shown in the Site Map attached.

16. Signatures of Registrant and Reclaimed Water Supplier:

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

Registrant Printed Name: Bruce Curtis Title: Director

Registrant Signature: Bruce G Curtis Date: 11/9/2020

Supplier Printed Name: Faye Stewart Title: Public Works Director

Supplier Signature: Faye Stewart Date: 10/9/2020

NOTE: Once completed and signed, keep a copy and send this form to the DEQ permit writer responsible for the wastewater treatment facility permit. DEQ will sign and forward the form to WRD in Salem. A response letter will be sent by WRD to all parties within 60 days.

This section is to be completed by DEQ

17. Signature of DEQ Water Quality Manager:

Date registration form received at DEQ: 11/10/2020

Pursuant to ORS 537.132 DEQ has:

- a) Authorized the use of reclaimed water (referred to by DEQ regulations as "recycled water") as evidenced by the NPDES or WPCF permit issued and described below.

Permit Number: 101300 DEQ File Number: 20306

Printed DEQ Permit Writer's Name: Mark Hamlin, retired

Mail Address: _____
Street/P.O. Box City State Zip

Telephone: _____ E-mail: _____

- b) Consulted with State Department of Fish and Wildlife and determined this use of reclaimed water shall not have a significant negative impact on fish or wildlife.

ODFW contact name: Anne Hayden-Lesmeister, Instream Flow Specialist

ODFW contact phone number: 503-947-6236

- c) Determined the use of reclaimed water is intended to improve the water quality of the receiving stream.

~~The reclaimed water is (e.g. too warm for salmonids).~~ The use of reclaimed water is intended to keep treated wastewater from further warming the receiving stream above temperatures that are ideal for salmonids.

I certify the provisions of ORS 537.132(1)(a)(b) and (c) for this application are satisfied.

Ranei Nomura Date 11/12/2020
DEQ Water Quality Manager Signature

Ranei Nomura
DEQ Water Quality Manager's printed name

Once signed by DEQ, this completed form is to be sent to:

Oregon Water Resources Department
C/O Water Reuse Coordinator
725 Summer St. NE, Suite A
Salem, OR 97301-1266



ATTACHMENT A: WATER RIGHTS

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223



ATTACHMENT B: TRANSMISSION SYSTEM DESCRIPTION AND IRRIGATION VOLUME

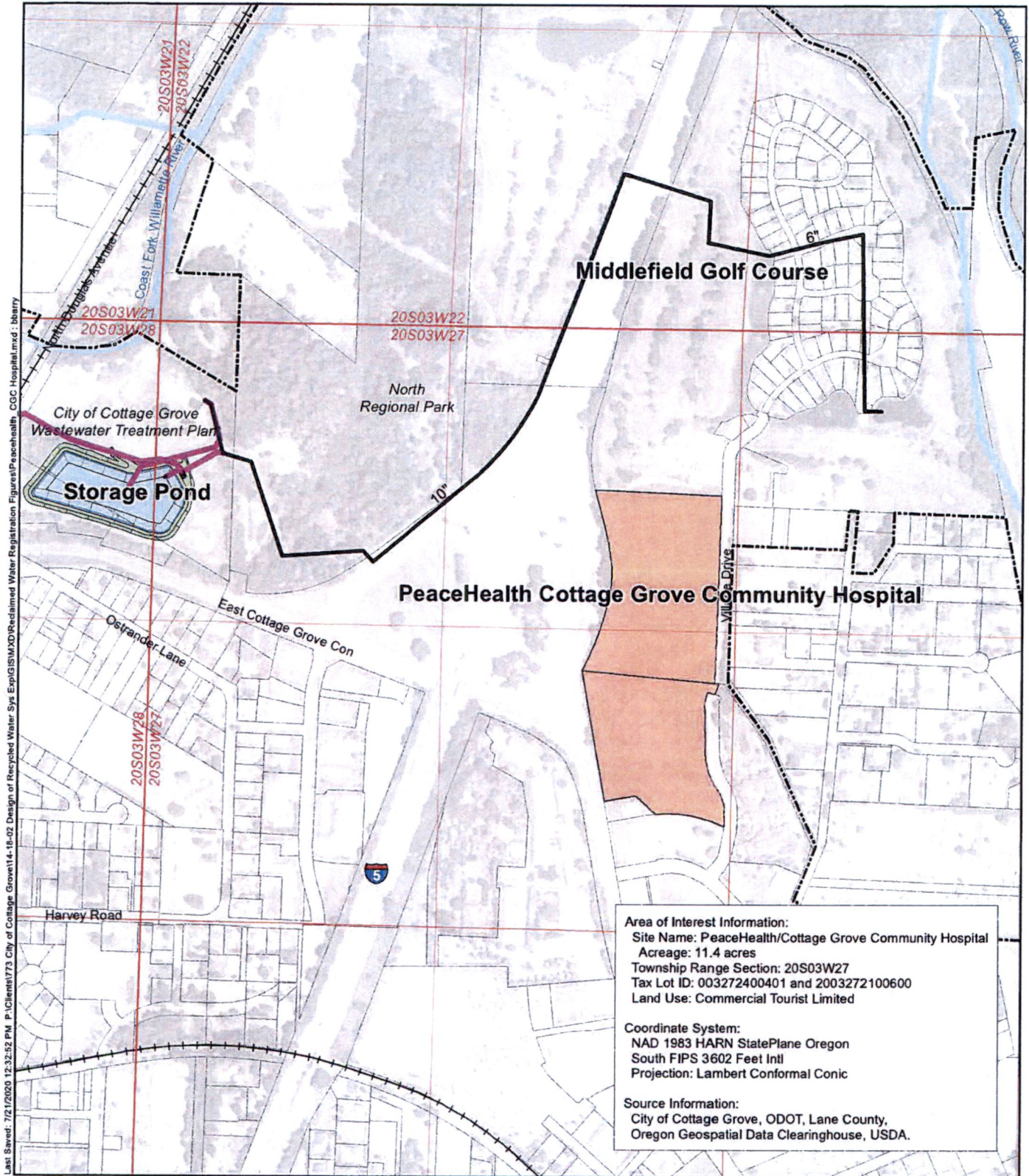
PeaceHealth Hospital /Cottage Grove Community Hospital (CGCH) is currently irrigated with recycled water obtained from the City. The existing system of recycled water delivery includes a 25-HP vertical turbine pump that pumps recycled water from the City’s wastewater treatment plant chlorine contact basin to a 10-inch distribution pipeline to three storage ponds located at the Middlefield Golf Course. The sprinkler system at the hospital is supplied with recycled water from the golf course ponds. Middlefield Golf Course is owned by the City.

The City is improving the existing recycled water infrastructure to include a 29-acre foot storage pond south of the plant and new distribution piping. A 7.5 Horsepower (HP) vertical turbine pump at the Effluent Pump Station will pump recycled water from the chlorine contact basin and pump it to the new storage pond.

A 75 HP vertical turbine pump at a pump station located in the berm of the storage pond will pump the recycled water from the new storage pond into the new and existing distribution systems.

The following table is an estimate of irrigation volume to be applied at the hospital site.

PeaceHealth/Cottage Grove Community Hospital: Irrigation Volume							
Month	Rainfall	Grass E.T.	Net Irrigation Demand	Net Irrigation	Net Irrigation	Plant Flow	Percent of Effluent
-	(in./mo)	(in./mo)	(in./mo)	(gpd)	(gal/mo)	(mgd)	(%)
May	2.6	4.2	2.2	22,395	694,248	1.6	1.4
Jun	1.6	5.0	4.9	48,927	1,467,806	1.1	4.3
Jul	0.4	5.9	7.9	79,025	2,449,767	0.9	9.2
Aug	0.7	4.9	6.0	60,053	1,861,646	0.8	8.0
Sep	1.5	3.7	3.2	31,810	954,288	0.8	3.9
Average				48,442	Average		5.4
Total Annual Volume (MG)							7.4



Last Saved: 7/21/2020 12:32:52 PM P:\Clients\773_City of Cottage Grove\14-18-02 Design of Recycled Water Sys Exp\GIS\MXD\Reclaimed Water Registration Figures\PeaceHealth_CGC Hospital.mxd : bbarry

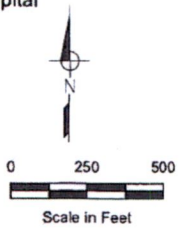
Area of Interest Information:
 Site Name: PeaceHealth/Cottage Grove Community Hospital
 Acreage: 11.4 acres
 Township Range Section: 20S03W27
 Tax Lot ID: 003272400401 and 2003272100600
 Land Use: Commercial Tourist Limited

Coordinate System:
 NAD 1983 HARN StatePlane Oregon
 South FIPS 3602 Feet Intl
 Projection: Lambert Conformal Conic

Source Information:
 City of Cottage Grove, ODOT, Lane County,
 Oregon Geospatial Data Clearinghouse, USDA.

Legend

- PeaceHealth/Cottage Grove Community Hospital
- Township Range Section
- City of Cottage Grove Parcels
- City Limits
- Proposed Reuse Pipeline
- Existing Reuse Pipeline
- Railroad



**PeaceHealth Cottage Grove
Community Hospital**
 City of Cottage Grove

**COOPERATIVE AGREEMENT FOR DELIVERY
AND USE OF RECLAIMED WATER TO IRRIGATE
PROPERTY AT THE COTTAGE GROVE COMMUNITY HOSPITAL CAMPUS**

THIS AGREEMENT is made and entered into on the 27th day of December, 2007, between the CITY OF COTTAGE GROVE, OREGON ("CITY"), a municipal corporation organized and existing under the laws of the State of Oregon and PEACEHEALTH, a Washington non-profit corporation (hereinafter referred to as "OWNER"), owner and operator of the COTTAGE GROVE COMMUNITY HOSPITAL ("CGCH"), whose address or principal place of business is 1515 Village Drive, Cottage Grove, Oregon 97424.

RECITALS

WHEREAS, the CITY operates and maintains a publicly owned water reclamation facility known as the Cottage Grove Wastewater Treatment Plant (CGWWTP), which produces reclaimed water that may be reused for irrigation purposes in conformance with Oregon Department of Environmental Quality standards, and

WHEREAS, at the time this agreement is entered into, a major improvement project to upgrade the CGWWTP is in progress, and

WHEREAS, as a result of the improvement project, the CGWWTP will be capable of producing a reclaimed water effluent to Level IV quality which, except for drinking, is unrestricted in use, and

WHEREAS, OWNER operates CGCH, a community hospital located on a campus illustrated in EXHIBIT A, and

WHEREAS, OWNER's campus includes an undeveloped area formerly used as a golf course driving range, as well as landscaped areas around the CGCH facility,

NOW THEREFORE it is understood that the CITY will rely upon this Agreement in the operation of its water reuse and delivery system for providing reclaimed water to OWNER, and it is further understood that the CITY will furnish and the OWNER will accept and utilize reclaimed water to irrigate the areas identified in Exhibit A under the following terms and conditions.

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WATER RESOURCES DEPT
SALEM, OREGON

AGREEMENT

TERMS AND CONDITIONS

In consideration for the commitment of CITY to furnish and deliver reclaimed water to OWNER's irrigation system for the CGCH campus at no cost to OWNER, OWNER will receive and use the reclaimed water for the purposes set forth in this Agreement. The parties agree to the following:

1. TERM OF THE AGREEMENT AND TRANSFERABILITY

- a) CITY shall furnish and deliver and OWNER shall accept and use reclaimed water produced by CITY at the CGWWTP.
- b) It is understood by both parties to this agreement that the former owner of the Middlefield Golf Course has provided irrigation water from its pond storage system to OWNER to irrigate the CGCH campus. The CITY has purchased the Middlefield Golf Course and will continue providing irrigation water to OWNER as provided in this Agreement.
- c) This Agreement shall be effective on the date of execution noted above and shall remain in effect through the term of the Cottage Grove North Regional Park "permit" period which terminates May 1, 2040.
- d) OWNER hereby declares that the terms and conditions described in this agreement shall run with the real property described herein, shall inure to the benefit of such property, and shall be binding upon all parties having any right, title or interest in such real property or any part thereof, including their heirs, personal representatives, successors, grantee and assigns. This agreement may only be terminated by the express written consent of both the CITY and OWNER. A memorandum of this agreement shall be recorded in the Lane County official records.
- e) As required by Oregon Administrative Rule OAR 340, Division 55, Regulations Pertaining to the Use of Reclaimed Water (Treated Effluent) from Sewage Treatment Plants, CITY shall notify the Oregon Department of Environmental Quality, when appropriate, of changes in the ownership of the property where the reclaimed water is applied.

2. USE OF RECLAIMED WATER; OWNER'S IRRIGATION SYSTEM

- a) OWNER acknowledges that he has been provided with and has read the requirements and provisions of the Oregon Administrative Rules 340, Division 55 – Regulations Pertaining to the Use of Reclaimed Water (Treated Effluent) from Sewage Treatment Plants.

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WATER RESOURCES DEPT
SALEM, OREGON

- b) OWNER shall receive and use reclaimed water produced and delivered by CITY for irrigation purposes; however, such use of the reclaimed water shall be consistent with the prevailing Oregon Department of Environmental Quality ("DEQ") rules and regulations, including OAR 340, Division 55, and all other applicable regulatory rules and regulations. In no event will OWNER discharge reclaimed water directly to surface waters of the State of Oregon without written authorization from the DEQ. CITY agrees to monitor, as needed and at its own expense, OWNER's discharge of reclaimed water directly to surface waters of the State of Oregon. Surface waters for the purpose of this agreement are defined as the Row River and water channels discharging directly to the Row River. OWNER may not apply reclaimed water on alternate application site(s) not specified in this agreement without the written authorization from CITY and DEQ. OWNER shall also follow all Reclaimed Water Operating Practices as outlined in EXHIBIT C.
- c) OWNER agrees to use the reclaimed water on the land described in EXHIBIT B. If future modifications of the OWNER's irrigation system are required in order to comply with changes in environmental or regulatory standards for application of reclaimed water to OWNER's property, CITY will be responsible for constructing said improvements at its sole cost and expense.
- d) OWNER may utilize its existing irrigation system for application of reclaimed water.
- e) CITY upon OWNER's request shall provide OWNER with any signage within landscaping areas necessary to notify people at OWNER's property concerning use of reclaimed water for irrigation. Upon OWNER's request CITY shall further provide OWNER with educational/informational brochures, fliers, or handouts for distribution concerning use of reclaimed water for irrigation.
- f) CITY shall construct and/or maintain, at its cost, the reclaimed water piping system and the required pumps to deliver reclaimed water to OWNER's existing piping system.

3. WATER QUALITY; PROTECTING AGRICULTURAL PRODUCTIVITY

- a) CITY shall treat all reclaimed water delivered under this Agreement by advanced treatment methods to State of Oregon Level IV quality in accordance with Oregon Administrative Rules (OAR) Chapter 340, Division 55 to remove harmful levels of bacteria, viruses and any other constituent which would constitute a risk to human health, in accordance with all

requirements of permits issued by state and federal regulatory agencies with jurisdiction over such activities. Reclaimed water complying with State of Oregon Level IV quality standards is appropriate for irrigation of all food and fiber crops, for golf course turf, and other landscape areas. Those constituents for which appropriate concentration limits have been identified are set forth in EXHIBIT B, Reclaimed Water Monitoring and Testing Requirements, together with weekly, monthly, quarterly or other limits, as established by the State of Oregon. CITY shall take all steps necessary to limit the concentration of constituents set forth in EXHIBIT B and to otherwise provide reclaimed water of appropriate quality including treatment, implementation of industrial or commercial pretreatment requirements or other remedial action. CITY warrants that water shall be suitable for golf course and landscape irrigation and growth of healthy grass and landscape plantings. CITY further warrants that irrigation with reclaimed water will not prevent or impair use of OWNER's property. OWNER shall not be required to use reclaimed water if the water does not meet State of Oregon Level IV quality standards.

- b) OWNER shall irrigate lawn/grass areas at rates not exceeding agronomic rates to prevent surface runoff and groundwater impacts and comply with Reclaimed Water Operating Practices specified in EXHIBIT C. CITY shall monitor at its own expense water agronomic rates; in order to accomplish agronomic rate monitoring, OWNER will provide CITY with information that can be used to estimate the amount of reclaimed water utilized on the lawn/grass areas for irrigation purposes.
- c) CITY shall develop a plan to analyze the reclaimed water in accordance with reclaimed water monitoring and testing requirements, which are attached to this Agreement as EXHIBIT B. This plan shall set forth the constituents for analysis, the frequency of analysis, averages for determining constituent concentrations and all other factors governing monitoring for water quality. The Reclaimed Water Monitoring and Testing Requirements shall also include an annual irrigation volume based on reasonable assumptions of irrigation need.
- d) If any analysis conducted by CITY indicates that the maximum average concentration of any constituent identified in EXHIBIT B exceeds the concentration limits established for that constituent, CITY shall immediately cease delivery of reclaimed water to OWNER until such time as the maximum average concentration of the constituent is within acceptable limits established in EXHIBIT B. Should CITY choose to discontinue to provide reclaimed water to OWNER or if CITY is required to stop providing water to OWNER, CITY will ensure OWNER has access to a metered municipal water source for irrigation.

- e) CITY retains the right to cease providing reclaimed water to OWNER under this agreement in the event CITY and/or DEQ determines that the requirements of OAR 340, Division 55 are not being met.
- f) CITY shall be responsible for reporting to the DEQ any incident of non-compliance of this agreement and/or DEQ regulation within 24 hours of when CITY becomes aware of an incident of non-compliance. CITY shall also notify OWNER as soon as practicable if there is an incident of non-compliance.

4. VOLUME OF WATER; METERING; POINT OF DELIVERY; PRESSURE

- a) CITY will provide reclaimed water during the irrigation season in a daily volume meeting the hydraulic loading for grass as specified in Table 7 of the City of Cottage Grove Effluent Reclamation and Reuse Plan, dated November 2004 attached hereto as EXHIBIT D or in as much volume as can be produced in conformance with Level IV reclaimed water standards. Water will be provided to keep the storage ponds on the golf course full. It is estimated that the daily volume of reclaimed water delivery to the golf course during the irrigation season of May through September will range from 220,000 to 775,000 gallons/day, but the amount for any time period may be more or less as required to meet OWNER's needs.
- b) CITY shall be responsible for operation, maintenance and repair of the reclaimed water system from the CGWWTP to the point of delivery. CITY shall attach to OWNER's irrigation system at CITY's expense.
- c) CITY shall maintain adequate water pressure to deliver reclaimed water to the Community Hospital Campus property shown on EXHIBIT A.
- d) The OWNER shall have no obligation to modify its existing irrigation system comprised of distribution system piping and sprinkler heads as a result of using reclaimed water.

5. PROCEDURE FOR DELIVERING RECLAIMED WATER

- a) CITY will install and maintain level sensors on the golf course storage ponds, and CITY personnel will periodically inspect and adequately operate and maintain the level sensors.
- b) CITY will deliver reclaimed water to golf course storage ponds during irrigation season when level sensors indicate ponds have storage capacity available.

- c) OWNER agrees to maintain open line of communication with CITY's personnel at the CGWWTP regarding need for reclaimed water. This communication shall include but not be limited to such information as notice when the irrigation season begins and when it terminates.
- d) CITY agrees to maintain open line of communication with OWNER's personnel when an interruption of reclaimed water delivery is caused for any reason.
- e) CITY agrees to provide any necessary signage, written rules and regulations to assist OWNER in complying with signage location/installation and OWNER's obligations related to annual inspections.
- f) CITY agrees to review at least annually with OWNER's authorized representative OWNER's operating practices and to provide OWNER a written report of said review.

6. **TRANSFER OR MODIFICATION OF OWNER'S COMMITMENT**

- a) Sale of Land - OWNER's right to sell or transfer the land described in EXHIBIT A shall not be restricted by this Agreement.

7. **ADMINISTRATION OF RECLAIMED WATER AND EXISTING WATER RIGHTS**

- a) CITY and OWNER recognize and agree that ORS 537.132 applies to the use of the reclaimed water subject to this agreement. CITY will be responsible for preparing the reclaimed water registration form and all related documents, for review and signature by OWNER, and for submittal to Oregon Water Resources Department.

8. **INDEMNITY FOR THIRD PARTY CLAIMS**

- a) So long as OWNER shall use reclaimed water delivered for the purposes set forth in Section 2 and under the terms and conditions of this Agreement, CITY shall indemnify OWNER and hold OWNER, its successors and assigns harmless from any and all claims, actions, suits, proceedings, costs, expenses, including but not limited to attorney's fees, damages and liabilities arising out of the claims by third parties residing on or using the land described in EXHIBIT A or land adjacent or in close proximity to the land described in EXHIBIT A arising out of the use of irrigation water has resulted in adverse human health effects. OWNER shall be indemnified including, without limitation, for claims or demands that the use of reclaimed irrigation water in the manner set forth in this Agreement constitutes a nuisance or is in violation of statutes or regulations for the protection of natural resources and the environment.

- b) CITY's obligation to indemnify OWNER shall be conditioned upon the following:
- (i) OWNER's compliance with any operating practice restrictions for protecting human health and the environment attached hereto as WATER RECLAMATION OPERATING PRACTICES, EXHIBIT C and made a part hereof and with any additional reasonable operating practice restrictions which CITY may establish from time to time and provide to OWNER; and
 - (ii) Written notice of any claim or information suggesting that a claim may be made against OWNER which could result in damages or liability for which CITY has agreed to indemnify OWNER and hold OWNER harmless must be provided to CITY. Written notice of the Claim or of the information that a claim may be made must be provided as soon as practicable from the time the claim is made or information of a claim or potential claim is otherwise received by OWNER. Reasonable delay in notification will not be cause to waive OWNER's indemnification; and,
 - (iii) CITY shall defend, or at OWNER's option have CITY defend on his behalf, all claims against OWNER upon which damages may be awarded provided such claims are those for which CITY has agreed to indemnify OWNER and to hold OWNER harmless there from. OWNER agrees to cooperate with CITY in said defense.
- c) Likewise, OWNER agrees to indemnify CITY in the same manner described above for similar claims or demands against CITY, in the event OWNER fails to comply with the operating practice restrictions protecting human health and the environment as provided in EXHIBIT C herein and the claim or demand arises out of OWNER's failure to comply.
- d) CITY shall review with OWNER's employees, at time of start up and annually thereafter of use of reclaimed water, the guidelines for operation and use of reclaimed water. CITY shall provide oversight at initial start up.

9. **EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS**

If for any reason during the term of this Agreement local, regional, state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the production and delivery systems or the application and use of reclaimed water by OWNER, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the

performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements. CITY's obligations under this Agreement (except for City's indemnity obligation under Section 8) may also be terminated if performance is prevented by third-party litigation, inability to issue or market bonds or any other event beyond CITY's control, or if funds are not budgeted.

10. **TERMINATION**

- a) Except as noted in b) of this section, CITY and OWNER agree that if a disagreement arises between them concerning the use or failure to use reclaimed water as provided in this agreement, the parties will mediate any such dispute. If the dispute is not resolved by mediation, either party may terminate this Agreement by providing 30 days written notice of termination of this Agreement. This section 10.a) shall only apply to situations in which the use or failure to use reclaimed water is material in nature and only when such use or failure to use reclaimed water was a result of events reasonably beyond the control of the parties.
- b) If it is determined that the application of reclaimed water on landscape areas under OWNER's control is detrimental to the growth of healthy grass and landscaping, the OWNER shall have the right to immediately terminate delivery of reclaimed water.
- c) Should OWNER choose to develop the areas of the property identified in Exhibit A which are the subject of this Agreement, this Agreement shall terminate upon not less than one hundred eighty (180) day's notice of termination by OWNER to CITY. Should OWNER's planned development encompass less than the full area identified on Exhibit A, the parties hereto shall mutually agree upon appropriate amendments to this Agreement.

11. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

CITY and OWNER do not represent or warrant that the volume of reclaimed water delivered shall increase or decrease the productivity of the land identified in EXHIBIT A nor result in changes to the land or vegetation of any kind. OWNER shall secure independent advice and shall make an independent judgment as to the use of the quality of water described in Section 3 and of the volume of water described in Section 4.

12. **NOTICES**

All notices required or authorized under this Agreement shall be given in writing and shall be served by the US Postal Service on the parties at the addresses listed below.

OWNER: PeaceHealth
Attn: Randall Mee, Administrator
Cottage Grove Community Hospital
1515 Village Drive
Cottage Grove, OR 97424

CITY: City of Cottage Grove
Attn: Richard Meyers, City Manager
400 E. Main Street
Cottage Grove, OR 97424

13. **INSPECTION AND EQUIPMENT OPERATION & MAINTENANCE**

CITY shall have the right, upon reasonable notice to OWNER, and when reasonably necessary to enter upon OWNER's property to review and inspect OWNER's operating practices as they relate to this Agreement and any backflow prevention device(s) between OWNER's irrigation system and any potable water supply which serves OWNER's property.

14. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof or benefit any third party not a formal party hereto.

15. **SEVERABILITY**

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

16. **NON-WAIVER**

The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in such other instances.

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WATER RESOURCES DEPT
SALEM, OREGON

17. **LAND USE APPROVALS**

This Agreement shall not be construed as granting or assuring or indicating any future grant of any land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property identified in EXHIBIT A hereof.

18. **APPLICABLE LAW**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Oregon.

19. **EXHIBITS**

This Agreement incorporates the following exhibits, which are specially made a part hereto:

EXHIBIT A - Location map of CGCH campus

EXHIBIT B - Reclaimed Water Monitoring and Testing Requirements

EXHIBIT C - Reclaimed Water Operating Practices


EXHIBIT D - Irrigation Requirements for Golf Course Grass and Landscape Areas

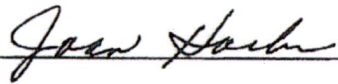
THIS WRITTEN AGREEMENT constitutes the entire agreement related to reclaimed water between the parties and has been entered into voluntarily and with each party having independent advice and legal counsel and has been executed by the authorized representative of each party on the date written above.

Modifications to and waivers of the provisions herein shall only be made in writing by the parties hereto.

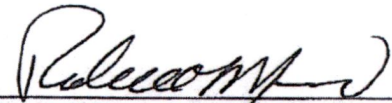
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers the day and year first above written.

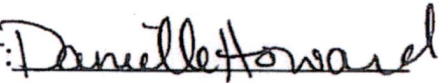
CITY OF COTTAGE GROVE

By: 
Richard Meyers, City Manager

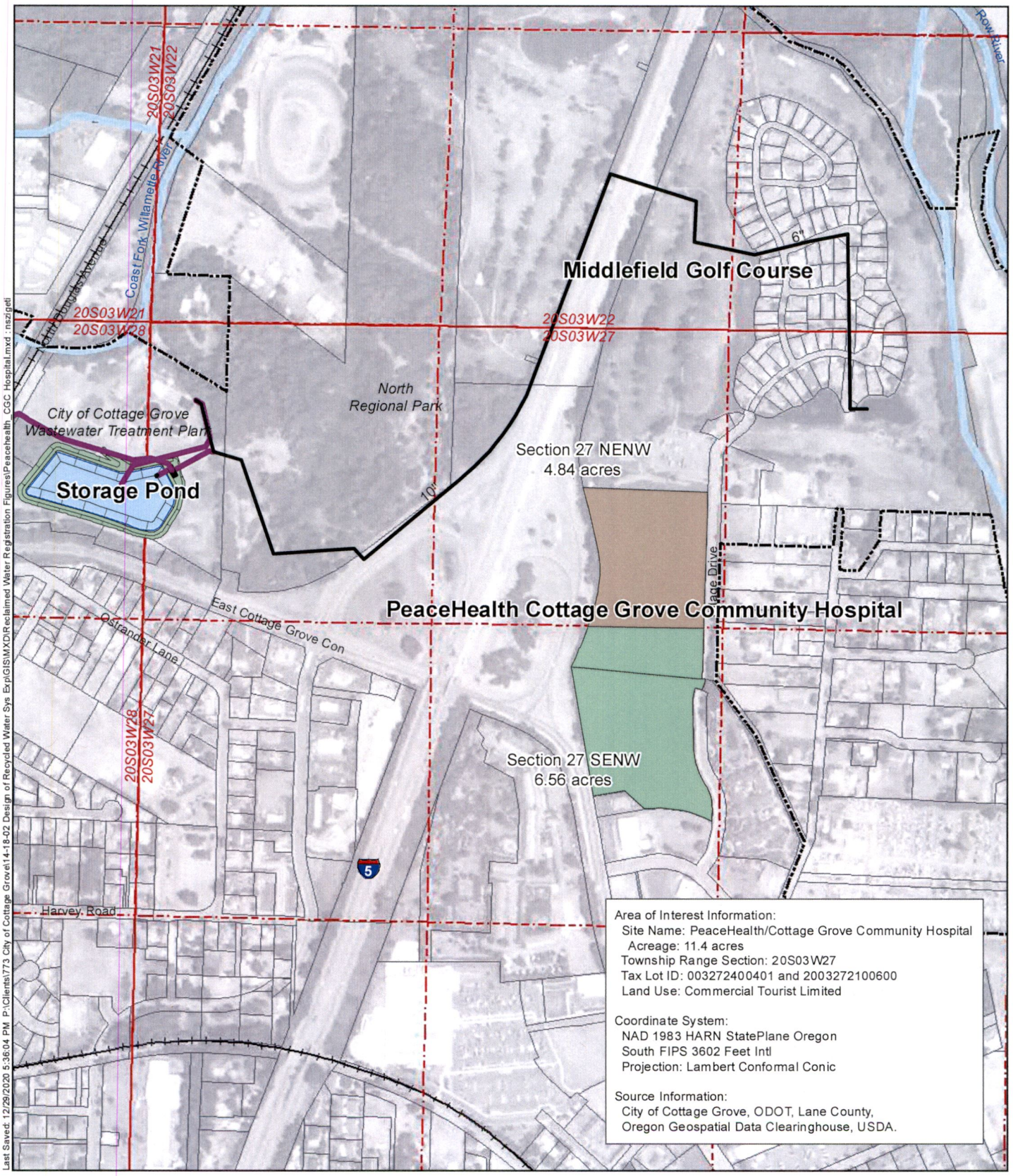
ATTEST: 

PEACEHEALTH

By: 
Randall Mee, Administrator

ATTEST: 

RECEIVED
JAN 30 2008
WATER RESOURCES DEPT
SALEM, OREGON



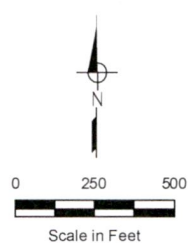
Last Saved: 12/28/2020 5:36:04 PM P:\Clients\773 City of Cottage Grove\14-18-02 Design of Recycled Water Sys Exp\GIS\MXD\Reclaimed Water Registration Figures\PeaceHealth_CGC Hospital.mxd nszjgft

Area of Interest Information:
 Site Name: PeaceHealth/Cottage Grove Community Hospital
 Acreage: 11.4 acres
 Township Range Section: 20S03W27
 Tax Lot ID: 003272400401 and 2003272100600
 Land Use: Commercial Tourist Limited

Coordinate System:
 NAD 1983 HARN StatePlane Oregon
 South FIPS 3602 Feet Int'l
 Projection: Lambert Conformal Conic

Source Information:
 City of Cottage Grove, ODOT, Lane County,
 Oregon Geospatial Data Clearinghouse, USDA.

- Legend**
- Proposed Reuse Pipeline
 - Existing Reuse Pipeline
 - + + + Railroad
 - - - Quarter-Quarter
 - Township Range Section
 - City of Cottage Grove Parcels
 - City Limits



**PeaceHealth Cottage Grove
 Community Hospital**
 City of Cottage Grove