

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: Lafayette Farms, LLC - Julian Lafayette

County where reclaimed water use will occur: Polk

Mail Address: 10175 Orrs Corner Road Rickreall Oregon 97371
Street/P.O. Box City State Zip

Daytime Telephone: (503) 623-6922 E-mail: willamettevalleyfarms@gmail.com

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. _____ 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? _____

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. 101217 or WPCF Permit No. _____

Permit Effective Date: 6/9/2016 Permit Expiration Date: 4/30/31 (to be reissued)

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 Independence Telephone No. (503) 838-1212

Treatment Facility Name: City of Independence Telephone No. (503) 838-1212

Mail Address: P.O. Box 7 Independence Oregon 97351
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 Independence Telephone No. (503) 838-4781

Source(s) of Municipal Water: Willamette 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? 20

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

See agreement between user and City of Independence dated 8/3/2018 section W for recycled water use requirements.

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

2x 75 Hp pumps, 18,200 ft of 20, 12 and 10 inch diameter butt-fused HDPE piping deliver recycled water to the site and amongst the linear travel paths.

(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: 262.8 What type of crop? grasses and beet for seed, wheat, mint
(hay, pasture, golf course, wood fiber, etc.)

What is the irrigation application system? Three Linear Irrigation Systems
(flood, center pivot, wheel line, drip, micro-sprinklers)

How much Reclaimed Water will be used? 1,577 GPM
(cubic feet per second, OR gallons per minute)

Date use began or will begin: May 27, 2021 Period of use (month/day): from June 1 to Oct. 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? 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?

44° 51' 29.18" N. 123° 10' 54.02" W

(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 14191000 Salem, OR Gauge Station

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.

Attachments:

-Recycle Water Use Agreement between City and User

Construction Drawings:

-G001, Cover Sheet (with Vicinity Map)

-C501, Overall Distribution Piping and Access Plan

-C502, Overall Irrigation Field Plan

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: Julian Lafayette

Title:

Manger ^{Owner}

Registrant Signature: 

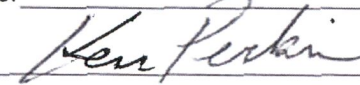
Date:

5/13/21

Supplier Printed Name: Ken Perkins

Title:

Public Works Supervisor

Supplier Signature: 

Date:

503-838-4781 May 13, 2021

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: 5/14/2021

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: 101217 DEQ File Number: 41513

Printed DEQ Permit Writer's Name: Steve McMillan

Mail Address: 165 E 7th Ave #100 Eugene OR 97401
Street/P.O. Box City State Zip

Telephone: (541) 686-7799 E-mail: steve.mcmillan@deq.state.or.us

- 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: Elise Kelley, District Fish Biologist

ODFW contact phone number: (541) 757-5249

- 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): too warm to meet state temperature standards for salmonids in the summer months.

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



Date 5/26/2021

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

Effluent Recycled Water Agreement

This effluent recycled water agreement is between the City of Independence, Oregon (CITY) and Lafayette Farms, LLC (USER).

A. Definitions

1. Application System-Above ground piping, emitters, valves, sprinklers, etc., attached to, and downstream of, the distribution system.
2. Delivery System-All treatment facilities in existence at the time of execution of this agreement as well as pumps, pipelines, and other appurtenances required to produce or transfer recycled effluent from storage lagoons to USER's property.
3. Distribution System-On-site facilities including strainers, buried pipelines, valves, meters, manifolds, submains, instrumentation and control equipment necessary to distribute the delivered recycled water from the delivery system to the application system at the required flow and pressure.
4. Effluent Recycled Water Site-USER's property contracted for irrigation of treated municipal effluent.
5. Primary Irrigation Site #1 consisting of portions of the parcels of land identified on the Polk County Tax Assessor's Maps as follows:
 - T.8S, R.4W, Section 17, TL 100 (104.68 acres -total)
 - T.8S, R.4W, Section 17, TL 206 (83.82 acres-total)
 - T.8S, R.4W, Section 17, TL 300 (36.00 acres-total)
 - T.8S, R.4W, Section 17, TL 400 (47.20 acres-total)
 - T.8S, R.4W, Section 17, TL 1101 (52.80 acres-total)
 - T.8S, R.4W, Section 18, TL 100 (139.61 acres-total)
 - T.8S, R.4W, Section 18, TL 901 (32.51 acres-total)
6. Substantial Failure-Failure of either party to this AGREEMENT to perform according to the terms of this AGREEMENT to the extent that said failure to perform results in either loss of crop to the USER or violation of CITY's NPDES permit.
7. Surplus Quantities - Recycled water quantities made available to USER that are in excess of the contracted quantities shown in Table 1 (Attachment A) with USER.
8. Effective Date - The date upon which this AGREEMENT is signed by both parties.

B. General

1. CITY and USER agree that CITY will provide treated effluent from the CITY's wastewater treatment facility to USER for irrigation of designated lands owned by USER and described in this AGREEMENT. The requirements of both parties will be in accordance with the provisions included herein and any identified attachments, exhibits, or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

C. Term of Agreement

1. The term of this AGREEMENT is twenty (20) years from the effective date of this agreement.

D. Area of Recycled Water and Exchange for Irrigation Water

1. USER agrees to provide sufficient property required to irrigate the estimated irrigation quantities shown in Table 1 (Attachment A) in accordance with the requirements of the Recycled Water Use Plan (CES, September 2016) approved by DEQ. The actual area necessary to satisfy this requirement may vary depending on available irrigation quantities, crop selection, development strategy, and harvesting cycle. In exchange for USER making sufficient property available for irrigation with CITY's recycled water for the duration of this Agreement, CITY agrees to provide USER with the quantities up to those in Table 1 (Attachment A) at no cost to USER. Because the availability of Effluent Recycled Water quantities is heavily dependent on seasonal weather it is understood that the CITY may need to restrict irrigation quantities some years to maintain minimum cover in the wastewater treatment lagoons.

E. Rate of Flow, Pressure, and Quantity of Recycled water Supplied to Irrigated Land

1. Rate of Flow:

- a. The CITY will deliver recycled water to Site #1 at maximum volumes identified in Attachment A - Table 1 at rates allowing the USER to operate the irrigation system in accordance with a reasonable irrigation schedule. It is not the intent of the CITY to provide recycled water at a quantity capable of simultaneous irrigation of all areas of the seven (7) parcels that make up Site#1 at any time during the duration of this agreement or at full development. It is expected that a staggered irrigation schedule will be required at most times to irrigate all areas of the Site. It is, however, the intent of this Agreement that the CITY will deliver at the maximum volumes identified in Attachment A - Table 1 at rates allowing the USER to operate the irrigation system in order to accommodate the monthly and weekly irrigation requirements of Site#1 at full projected CITY development during this lease period, unless restricted by dry seasons where projected or actual irrigation flows are not available at the storage lagoons.

2. Pressure:

- a. The CITY will deliver recycled water to the Distribution System at the discharge of the mainline pressure pipe at a sufficient pressure to operate USER's irrigation system in accordance with the design requirements.

3. Quantity:

- a. The estimated quantity of reclaimed wastewater available to the USER for irrigation is indicated in Table 1 included as Attachment A to this AGREEMENT. The amount available is based on reasonable estimates of growth within the City, however, since actual growth may differ from that projected, the actual quantity available may vary. It is also estimated assuming average summer weather conditions which may vary. The CITY will revise the estimated quantities shown in Table 1 (Attachment A) every 5 years based upon actual growth in the City and historic summer storage volumes.

F. Surplus Quantities

1. Surplus Quantities may be available from the CITY. USER has the first right to use all Surplus Quantities from the CITY for periods of 5 years each. To maintain this right, USER must use at least 50% of the Surplus Quantities from CITY for a minimum of 3 of the previous 5 years during which CITY has made Surplus Quantities available to USER. The CITY is not required to make any additional amounts available to USER, however, failure on CITY's part to make additional amounts available will not affect USER's right to use additional amounts when they become available.

G. Quality of Recycled Water Supplied to Irrigated Land

1. The CITY is the owner and operator of the Independence Wastewater Treatment Facility. The treatment facility consists of a series of facultative lagoons and produces secondary effluent meeting the criteria of Class D or C recycled water as described in OAR 340-055-0012(4) and (5) (as of April 2016) and regulated by the Oregon Department of Environmental Quality (DEQ) through a National Pollution Discharge Elimination System (NPDES) permit. Class D or C treatment consists of biological treatment and disinfection. At a minimum, the CITY will produce Class D recycled water, but will endeavor to produce Class C, which is a higher-quality water with fewer restrictions (e.g., crop types, setbacks, etc.) than Class D water. USER certifies that the USER has reviewed and will comply with the applicable regulations and limitations regarding the use of Class D and C recycled water established in OAR Chapter 340, Division 55 and the City's Recycled Water Use Plan.

H. Effluent Recycle Plan

1. A Recycled Water Use Plan was developed for Site#1 and approved by DEQ. In no case shall either party apply recycled water to property for which a Recycled Water Use Plan has not been approved or in a manner inconsistent with the above referenced Recycled Water Use Plan. The Recycled Water Use Plan has developed conceptual layouts for the Site necessary to irrigate the maximum amounts indicated in Table 1 (Attachment A). The USER will be responsible for developing and obtaining an approved Recycled Water Use Plan if additional sites are considered and shall develop subsequent Recycled Water Use Plans in accordance with the format developed by the CITY in the original. The CITY will submit USER's Recycled Water Use Plan to DEQ and make application for modification of CITY's NPDES permit at CITY'S sole expense. USER is responsible for any revisions to the site distribution system or application system required by DEQ.

I. Irrigation Period

1. The period during which recycled water shall be available shall be as indicated in the most current NPDES permit issued to the CITY by DEQ. As of April 2016 the maximum irrigation period is May 1st through October 31st.

J. Irrigation Application Rates

1. The maximum irrigation application rate shall be as indicated in the Recycled Water Use Plan, approved by DEQ.

K. Rate Schedule

1. The following rate schedule applies for Surplus Quantities purchased by USER.
(A rate schedule for surplus quantities does not apply to this agreement.)

L. Easement for Recycled Water Transmission Pipe

1. Where the recycled water Delivery System crosses private property owned by the USER, USER shall grant the CITY a permanent easement for installation, access, and maintenance of the pipeline. The boundaries of the easement shall run parallel to the Delivery System pipe centerline. The left and right boundaries (looking in the direction of flow) shall be located 10 feet on either side of the pipe centerline, respectively, for a total easement width of 20 feet. If the Delivery System pipeline is not used for 10 consecutive years for reasons other than breach of contract, the CITY's easement rights shall terminate. Provided however that during the CITY'S installation of the delivery system pipe USER shall allow an easement of up to 40 feet total (20 feet on either side of the pipe centerline).

2. CITY shall avoid any damage to USER'S crops due to CITY'S activities. Should such damage occur, CITY shall pay to USER the reasonable fair market value of the crop damage. CITY shall not require any Tort Claim Notice but will pay the bill for damage as presented by the USER. CITY shall either pay the bill or notify USER of its objection within 30 days of receiving the bill. If the parties do not agree upon the sum of damage they shall submit the matter to arbitration.

M. Ownership /Maintenance of Facilities

1. Delivery System-This system is owned by the CITY and shall be operated and maintained by the CITY.
2. Distribution System-The Distribution System shall be purchased, installed, owned, operated, and maintained by the CITY. In the event that the Distribution System is damaged by USER's operations, failure to operate properly, failure to notify the CITY of required maintenance or repairs, or other USER activities, the CITY may enter USER's property for the purpose of repairing the Distribution System. In the event that the CITY elects to exercise this option, the USER shall reimburse CITY for to the distribution system repairs or replacement within 30 days of invoice. The amount reimbursed to the CITY shall be the cost of time and materials required to repair or replace the damage.

USER shall conduct weekly inspections of the Distribution System during the irrigation season and report condition to the CITY.

3. Application System - The Application System shall be purchased, owned, and installed by CITY, and operated by the USER. CITY shall be responsible for annual maintenance of the Application System, pursuant to the manufacturer's operation manual. USER shall provide CITY access for such annual maintenance. USER shall be responsible for day to day maintenance and repair of damage to the Application System caused by USER error or negligence.

In the event that the Application System is damaged and the USER fails to make the necessary repairs within 7 days of notification, the CITY may enter USER's property for the purpose of repairing the Application System. In the event that the CITY elects to exercise this option, the USER shall reimburse CITY for repairs to the distribution system within 30 days of invoice. The amount reimbursed to the CITY shall be the cost of time and materials required to repair the damage.

In the event the Application System is damaged due to improper installation, operation, or maintenance of CITY's Delivery System, the CITY shall reimburse the USER for the required repairs within 30 days of invoice. The CITY will be required to reimburse USER for these repairs provided the USER has notified the CITY prior to making the repairs and USER has allowed the CITY reasonable time to inspect the damage and make a determination as to the cause of the damage. The amount reimbursed to the USER shall be the cost of time and materials required to repair the damage.

4. USER shall conduct weekly inspections of the Application System during the irrigation season.

N. [RESERVED]

O. Repair or Modification of Distribution and Application Systems

1. Any repairs or modifications to the Distribution and Application Systems shall be reviewed and approved by the CITY unless the situation is an emergency. An emergency is any situation that presents an imminent risk to the public, the waters of the State of Oregon, or the crops. In the event of an emergency repair or modification by the USER, the CITY shall be notified as soon as possible and shall have the authority to accept the emergency repairs or direct/perform additional work.

P. [RESERVED]

Q. Record Drawings

1. The USER is responsible for notifying the CITY of proposed modifications to the Distribution or Application System(s). The CITY shall have the authority to review, approve or disapprove plans and inspect construction of the proposed modifications. The USER will be responsible for maintaining current as-built record drawings for all modifications to distribution and application systems. A copy of current record drawings shall be maintained in the office of each party.

R. Conditions of Delivery

1. CITY shall deliver specified quantity and pressure unless prevented by an Act of God, malfunction of Delivery System, insufficient volume due to dry weather conditions, acts of a third party, failure to complete Delivery or Distribution System by June 1, 2021 or governmental regulatory authority. In the event of a malfunction of the Delivery System, the CITY will effect repairs as quickly as possible to restore irrigation.

S. Permission to Enter

1. USER shall at all times grant access to representatives of the CITY and DEQ for the purposes of maintenance, monitoring, inspection, verification, construction or repairs.

T. Transfer of Recycled Water to Others

1. USER may not sell, deliver, or otherwise transfer any recycled water or right to recycled water to other parties without the written approval of the CITY being first obtained.

U. Containment of Recycled Water

1. USER shall prevent recycled water from entering onto adjacent property or into streams or drainage ditches leaving the property.

V. Agreement Runs with the Land

1. This AGREEMENT runs with the land and will remain in effect in the event the land is sold or transferred to another party. The easement described in the paragraph above and written notice that USER's property is subject to the terms of this AGREEMENT shall be recorded in the Polk County Clerk's Office by the CITY. This AGREEMENT and the easement shall be binding on the heirs, successors, lessees, assigns, and transferees of the parties.

W. Recycled Water Use Requirements

The CITY shall adhere to the applicable requirements of DEQ contained in the CITY's NPDES permit, including all compliance testing required under its NPDES permit (Attachment B).

USER shall adhere to the following DEQ requirements regarding irrigation of recycled water:

1. Recycled water and spray shall be confined to the authorized area.
2. Signs or fences shall be provided to protect the public from contacting the irrigated recycled water. Public contact with recycled water must be prohibited.
3. Recycled water piping, controllers, valves, etc. shall be marked to differentiate the reclaimed water facilities from potable water facilities.
4. Recycled water valves, outlets, quick couplers, and sprinklers/emitters shall be of a type, or secured in a manner, that permits operation only by USER's authorized personnel.
5. Use or installation of hose bibs on the recycled water system is not permitted.

6. An air-gap separation or reduced pressure backflow preventor shall be provided at all potable water service connections to reclaimed water use areas. There shall be no connection between other water supplies and reclaimed water piping.
7. Drinking water facilities shall be protected from reclaimed water spray.
8. There shall be no reclaimed water irrigation or impoundment within 500 feet of any well used for domestic purposes.
9. Adequate measures shall be taken to minimize ponding and runoff and to prevent the breeding of vectors of public health significance.
10. Inspection, supervision, and employee training shall be provided by USER to assure safe and proper operation of the recycled water system. Records of inspection and training shall be maintained by USER. CITY shall assist USER in developing training requirements.

X. Other Provisions

1. This AGREEMENT shall be construed and interpreted according to laws of the State of Oregon and venue shall be in the State courts in the County of Polk.
2. The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.
3. The captions, titles, and headings in this AGREEMENT shall have no effect on the interpretation of this AGREEMENT or any part thereof.
4. Any notices necessary to be given by either party to the other relative to the AGREEMENT shall be in writing. Both parties agree that any such notice shall be effective when signed by the Public Works Director of the City, or the designee of said Director, and/or USER, as appropriate, and personally delivered or deposited, postage paid, in the US Mail addressed as follows:

USER:

Lafayette Farms, LLC
Julian Lafayette
10175 Orrs Corner Road
Rickreall, OR 97371

CITY:

City of Independence, Oregon
Attn: Public Works Director
P.O. Box 7
555 S. Main Street
Independence, OR 97351

5. Subject to the limitations of the Oregon Tort Claims Act and Oregon Constitution, CITY shall indemnify and hold harmless USER and USER's agents, officers, employees, or contractors against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with CITY's activities on or within the easement, or the construction, ownership, operation, or maintenance of the Delivery System, including any workers compensation suits, liability, or expense, (including crop damage), excluding CITY'S failure to provide the effluent per Section R or this AGREEMENT.
6. USER shall indemnify and hold harmless CITY and CITY's agents, officers, employees, or contractors against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with USER's construction, ownership, operation, or maintenance of the Distribution and Application systems including any workers compensation suits, liability, or expense arising from or connected to services for or on the behalf of the USER.
7. If suit or action is instituted for any cause arising out of or in any way connected with this AGREEMENT, the prevailing party in the trial court and in any appeal court shall recover reasonable attorney fees to be awarded by the trial and appellate court. Either party shall also

be entitled to recover from the other party reasonable attorney fees incurred in requiring a breaching party to comply with the terms of this AGREEMENT, even though no suit or action is instituted.

Y. Disclaimer of Representations and Warranties

1. CITY does not represent or warrant that the volume of recycled water provided will increase productivity or profitability of USER's land.

Z. Excuse from Performance by Governmental Acts

1. Parties are excused from performance of provisions of this AGREEMENT if local, state, or federal governmental acts adversely and materially affect the ability of the party to perform any of the terms of this AGREEMENT. Any party receiving notification from a local, state, or federal governmental authority that will adversely and materially affect the party's ability to perform in accordance with the terms of this AGREEMENT shall notify the other party immediately.

AA. Representation and Warranty of Authority

1. Each person executing this AGREEMENT on behalf of an entity represents and warrants that he or she has authority to do so.

BB. Insurance

1. USER shall maintain liability insurance covering personal injury and property damage claims related to the performance of this AGREEMENT in the amount of \$2,000,000. USER shall name the CITY as an additional insured and provide documentation of such to CITY.

CC. Termination

1. The obligation to perform under this AGREEMENT may be terminated:

a) For cause,

- (1) By either party upon 30-days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- (2) By CITY - In the event CITY terminates this AGREEMENT for cause, the CITY will have sixty (60) days within which to remove the Application System from USER's property.
- (3) By USER - In the event USER terminates this AGREEMENT for cause, CITY shall reimburse USER for loss in existing crop value resulting from terminating the irrigation.
- (4) Notwithstanding the foregoing, this AGREEMENT will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after receipt of the notice.

b) Without cause,

- (1) By USER - USER shall not terminate this AGREEMENT without cause.
- (2) By CITY - CITY may terminate this AGREEMENT without cause only after USER's existing crop is harvested. In the event CITY terminates this AGREEMENT without cause, the

CITY will have the option, but not the obligation, to remove the Application System within sixty (60) days after AGREEMENT termination.

c) In addition:

- (1) CITY may terminate this AGREEMENT immediately and without liability for damages if:
 - (a) The DEQ changes CITY's discharge requirements for recycled water irrigation to a more stringent level and CITY cannot reasonably meet the new requirements.
 - (b) CITY is ordered to cease delivery of recycled water to USER by a governmental authority having appropriate jurisdiction to do so.
 - (c) CITY is unable to economically produce treated effluent meeting the requirements of DEQ.
- (2) USER may terminate this AGREEMENT on 30 days written notice to the CITY if:
 - (a) The recycled water is having a materially harmful impact to crops, USER's land or adjoining property, it is not feasible to change to a different crop, and USER has no other approved irrigation site available with an alternate crop.

DD. Property Transfer

1. **RIGHT OF FIRST REFUSAL.** If USER elects during the term of this AGREEMENT (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by CITY, or a larger portion thereof, with or without an assignment of this AGREEMENT to such third party, CITY shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If CITY fails to meet such bona fide offer within thirty (30) days after written notice thereof from USER, USER may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.
2. **RIGHTS UPON TRANSFER.** In the event CITY fails to exercise its right of first refusal:
 - a) As to any portion of Property transferred in fee, USER shall be released from its obligations to CITY under this Agreement, and CITY shall have the right to look to the third party for the full performance of this Agreement.
 - b) As to any portion of Property in which USER grants less than a fee interest to a third party, both USER and third party shall thereafter be bound by the terms of this Agreement.
3. For purposes of this Paragraph, any transfer, bequest or devise of USER's interest in the Property as a result of the death of USER, whether by will or intestate succession, or any conveyance to USER's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which CITY has any right of first refusal.

EE. The following attachments are included as part of this AGREEMENT:

1. Attachment A -Table 1 - Estimated Irrigation Quantities Available
2. Attachment B - City of Independence, National Pollutant Discharge Elimination System Waste Discharge Permit, No: 101217, May 20, 2016

By signing below, each party agrees to the terms and conditions of this AGREEMENT

<u>USER</u>	<u>CITY</u>
By: <u>E. JULIAN LAFAYETTE</u>	By: <u>DAVID CLYNE</u>
For: <u>LAFAYETTE FARMS</u>	For: <u>City of Independence</u>
Title: <u>OWNER</u>	Title: <u>City Manager</u>
Date Signed: <u>E. Julian Lafayette</u>	Date Signed: <u>10/8/18</u>
Phone: <u>503 930-1904</u>	Phone: <u>503-838-1212</u>
Fax: <u>503-623-2275</u>	Fax: <u>503-606-3282</u>
Address: <u>10175 ORDS</u>	Address: <u>PO Box 7</u>
<u>Corner RD</u>	<u>Independence OR</u>
<u>RICKY HALL ORC</u>	<u>97351</u>
<u>97371</u>	

State of OREGON)
County of Polk)

This record was acknowledged before me on October 8, 2018, by E. Julian Lafayette, as owner of Lafayette Farms.

Karin Johnson
Notary Public - State of Oregon



State of OREGON)
County of Polk)

This record was acknowledged before me on October 8, 2018, by David Clyne, as City Manager of City of Independence.

Karin Johnson
Notary Public - State of Oregon



ATTACHMENT A

TABLE 1 – ESTIMATED IRRIGATION QUANTITIES AVAILABLE

Year	Minimum Volume (MG)	Maximum Volume (MG)	Average Volume (MG)	Estimated Area Required ⁽¹⁾
2019	10	31	17	76 acres
2020	34	55	41	135 acres
2025	54	75	61	184 acres
2030	75	96	82	236 acres
2035	97	118	104	290 acres

(1) Estimated area required for irrigation during wet year

DRAWINGS FOR:

RECYCLED WATER USE FACILITY & WILLIAMS ST. PUMP STATION

(BID PACKAGE #2)

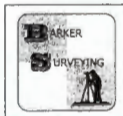
CONFORMED SET per ADDENDA 1 - 2

OWNER:

THE CITY OF INDEPENDENCE
555 S Main Street
Independence, OR 97351

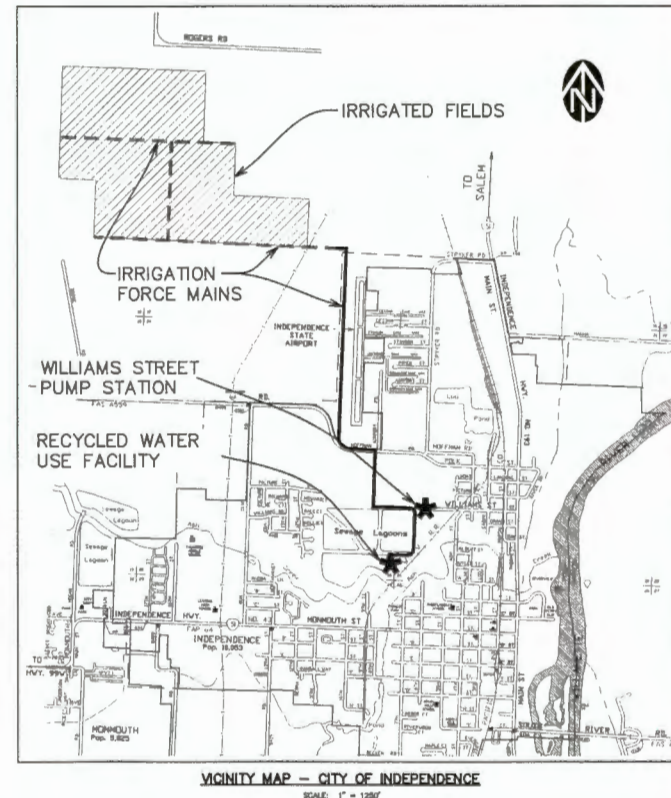
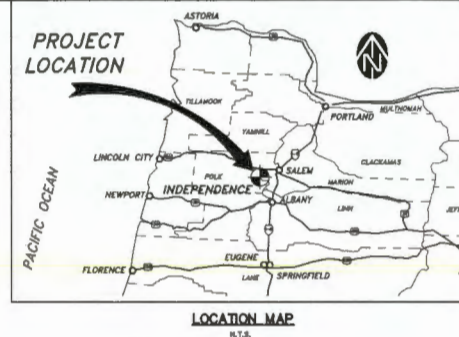
ENGINEER: WESTECH ENGINEERING, INC.
3841 Fairview Industrial Dr SE, Suite 100
Salem, OR 97302
phone (503) 585-2474
fax (503) 585-3986
email: westech@westech-eng.com

SURVEYOR: BARKER SURVEYING
3657 Kashmir Way SE
Salem, Oregon 97317
phone (503) 588-8800
fax (503) 363-2469
email: info@barkerwilson.com



UTILITY CONTACTS		
WATER	CITY OF INDEPENDENCE	503-838-4481
ELECTRIC	PACIFIC POWER & LIGHT	503-663-6604
GAS	NORTHWEST NATURAL GAS	503-523-7661 X432
SANITARY SEWER	CITY OF INDEPENDENCE	503-838-4781
STORM SEWER	CITY OF INDEPENDENCE	503-838-4781
TELEPHONE	QWEST	503-399-4856
TELEVISION	CENTURY CABLE	541-967-4473
FIBER OPTICS	SPRINT	541-942-0213
CITY OF INDEPENDENCE	CITY HALL	503-838-4781

BENCHMARK UTILIZED
NGS-PID: DH7240
ELEV: 179.70' NAVD 88
LOCATED AT THE INDEPENDENCE AIRPORT, APPROXIMATELY .28 MILES NORTH OF THE AIRPORT ROAD AND HOFFMAN RD INTERSECTION. FROM PARKING LOT GO LEFT THROUGH THE AIRFIELD GATE TO THE MIDFIELD BARRACKS. MARKER BEING A 9"x1" STAINLESS STEEL ROD WITH A PUNCH SET IN PVC MONUMENT BOX WITH ALUMINUM LOGO CAP WITH LID MARKED 755. A 2002 181 PACIFIC MARKER BEARS N 87° W 31.0' FROM THE BENCHMARK POLE AND 18.5' FROM A CONCRETE SLAB.



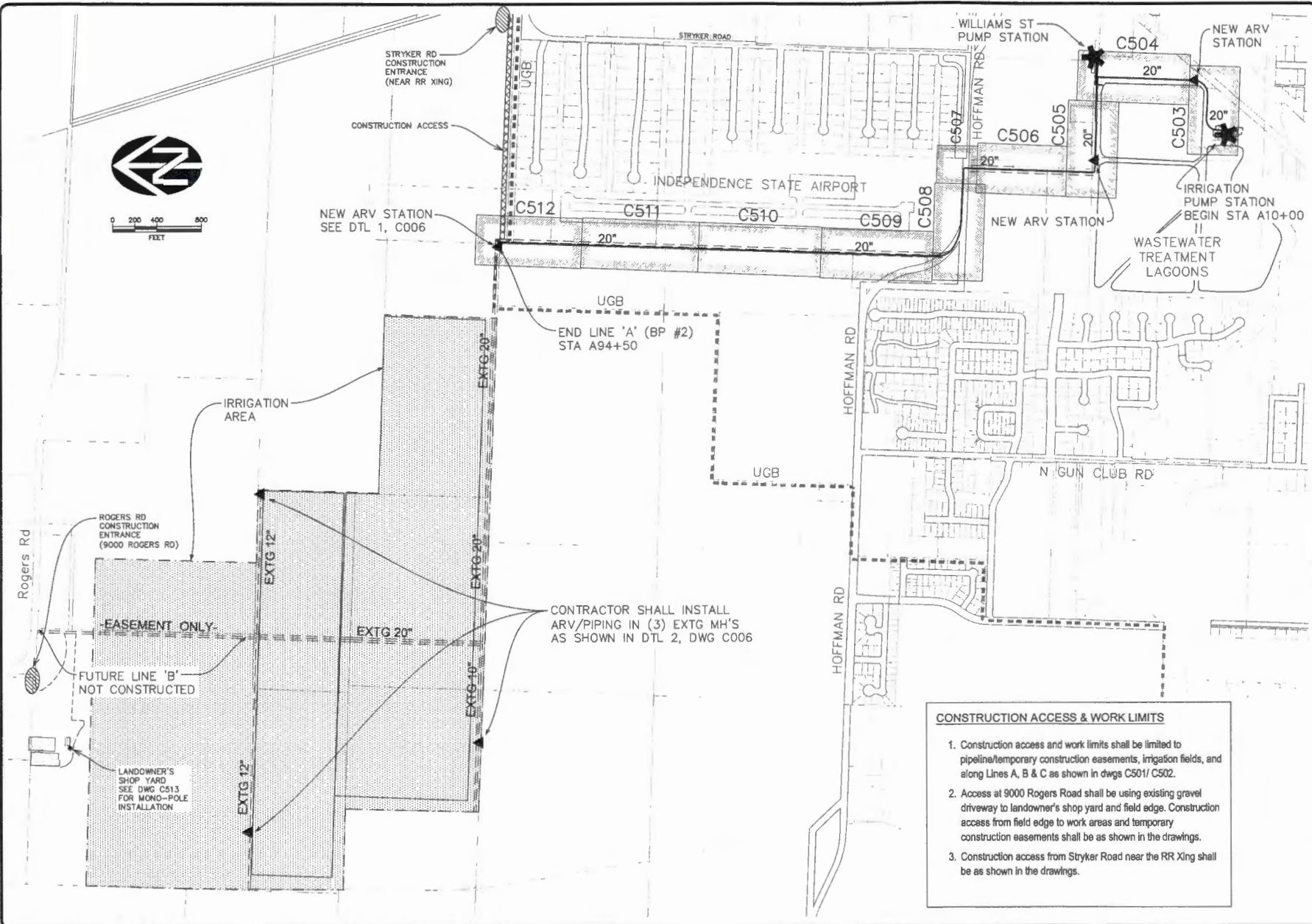
NO.	DATE	DESCRIPTION	BY
1	1/24/2010	CONFORMED PER ADDENDUM	TMT
			BT



WESTECH ENGINEERING, INC.
ENGINEERING, ARCHITECTURE, INTERIOR DESIGN, AND PLANNING
3841 Fairview Industrial Dr. SE. Salem, OR 97302
Phone: (503) 585-2474 Fax: (503) 585-3986
E-mail: westech@westech-eng.com

CITY OF INDEPENDENCE, OREGON
RECYCLED WATER USE FACILITY & WILLIAMS ST PUMP STA
(BP #2)
COVER SHEET

DRAWING
G001
1 of 135
JOB NUMBER
2814.3020.0



CONTRACTOR SHALL INSTALL ARV/PIPING IN (3) EXTG MH'S AS SHOWN IN DTL 2, DWG C006

- CONSTRUCTION ACCESS & WORK LIMITS**
1. Construction access and work limits shall be limited to pipeline/temporary construction easements, irrigation fields, and along Lines A, B & C as shown in dwgs C501/ C502.
 2. Access at 9000 Rogers Road shall be using existing gravel driveway to landowner's shop yard and field edge. Construction access from field edge to work areas and temporary construction easements shall be as shown in the drawings.
 3. Construction access from Stryker Road near the RR Xing shall be as shown in the drawings.

NO.	DATE	DESCRIPTION	BY

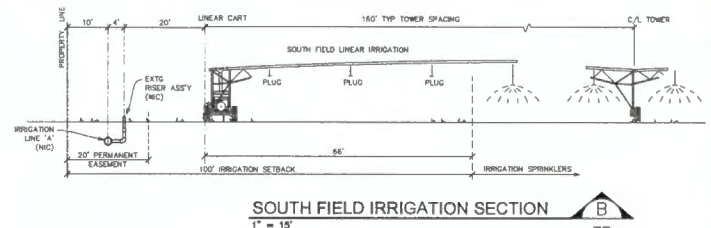
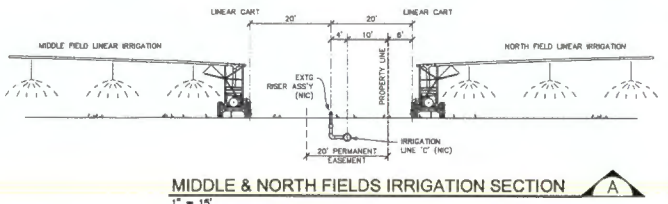
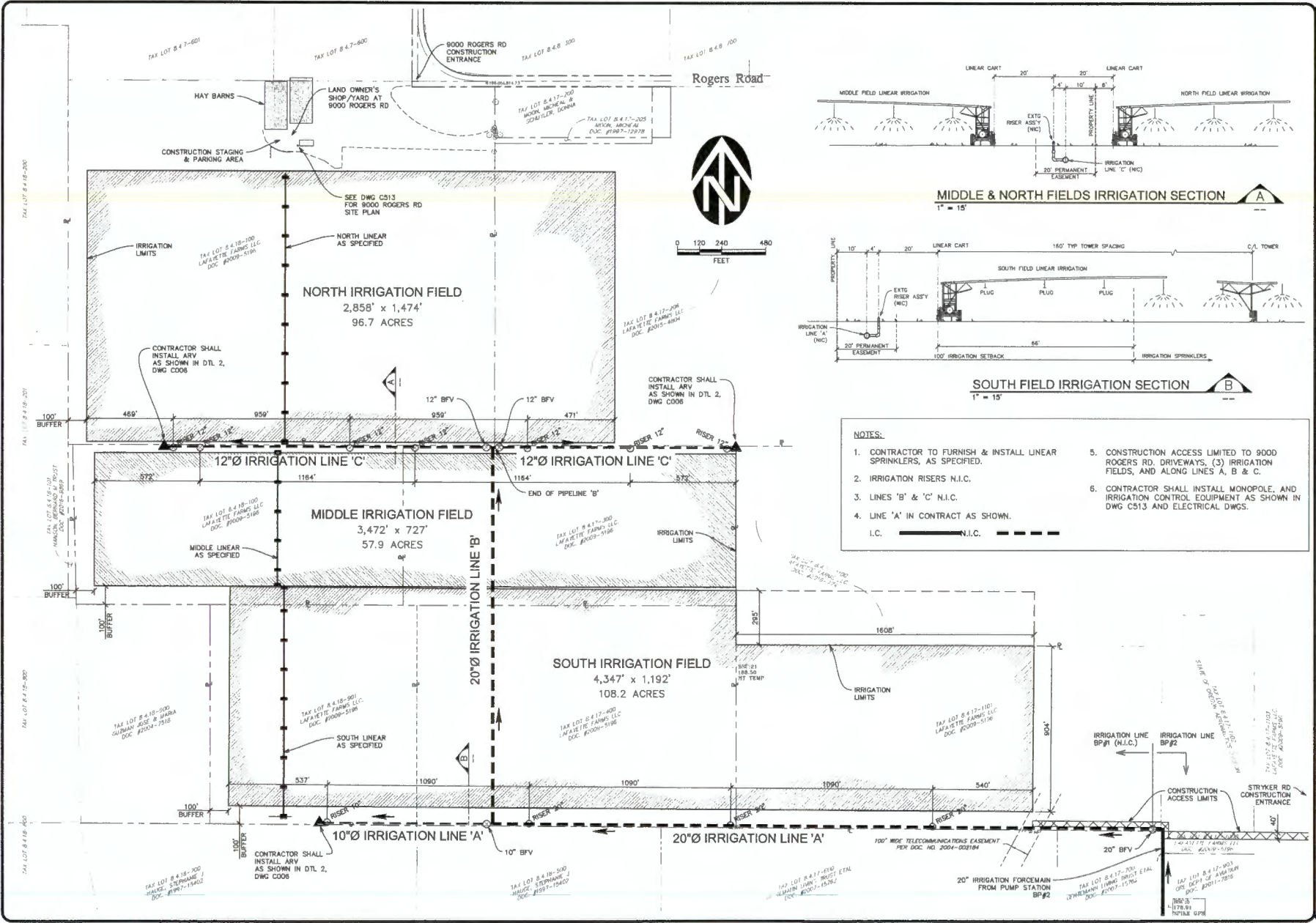
VERIFY SCALE
 0 200 400 600
 FEET
 DSKN: CB/PJS
 DATE: 10/28/11



WESTECH ENGINEERING, INC.
 REGISTERED ENGINEERS AND PLANNERS
 3001 Franklin Blvd., Suite 100, Salem, OR 97302
 Phone: (503) 585-2414 Fax: (503) 585-3688
 E-mail: westech@westech-inc.com

CITY OF INDEPENDENCE, OREGON
 RECYCLED WATER USE FACILITY & WILLIAMS ST PUMP STA
 (BP #2)
**OVERALL
 DISTRIBUTION PIPING &
 ACCESS PLAN**

DRAWING
C501
 55 of 138
 JOB NUMBER
2814.3020.6



- NOTES:
- CONTRACTOR TO FURNISH & INSTALL LINEAR SPRINKLERS, AS SPECIFIED.
 - IRRIGATION RISERS N.I.C.
 - LINE 'B' & 'C' N.I.C.
 - LINE 'A' IN CONTRACT AS SHOWN.
 - CONSTRUCTION ACCESS LIMITED TO 9000 ROGERS RD. DRIVEWAYS, (3) IRRIGATION FIELDS, AND ALONG LINES A, B & C.
 - CONTRACTOR SHALL INSTALL MONOPOLE, AND IRRIGATION CONTROL EQUIPMENT AS SHOWN IN DWG CS13 AND ELECTRICAL DWGS.
- I.C. ——— N.I.C. - - - - -



DATE: MAY 2018	NO.	BY
REVISIONS		

WESTREC ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
1041 Fisher Industrial Dr., S.W., Suite 100, Salem, OR 97302
Phone: (503) 562-2424 Fax: (503) 565-3908
E-mail: westrec@westrec-inc.com

WE

CITY OF INDEPENDENCE, OREGON
RECYCLED WATER USE FACILITY & WILLIAMS ST PUMP STA (BP #2)
OVERALL IRRIGATION FIELD PLAN

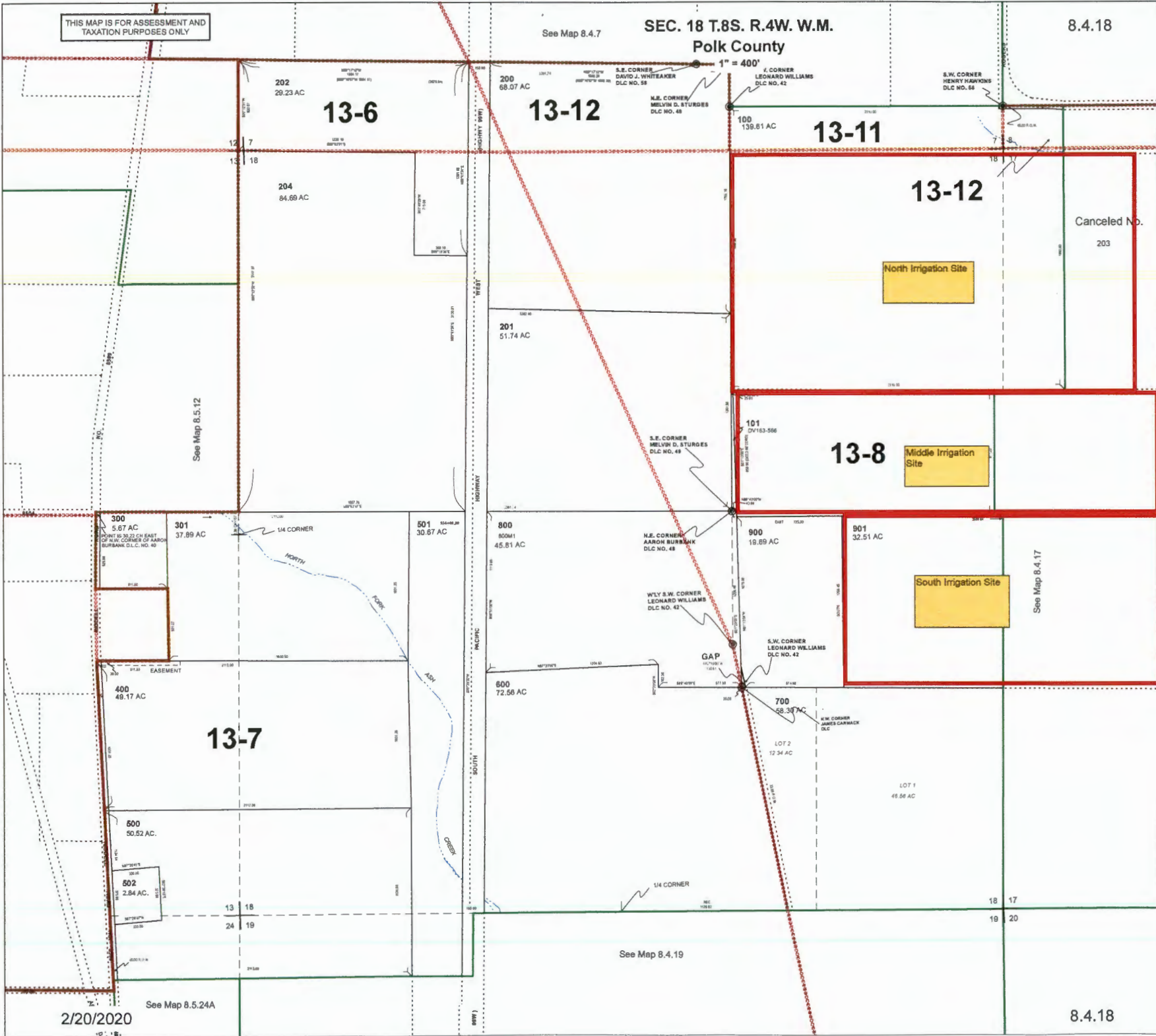
DRAWING
C502
56 OF 135
JOB NUMBER
2814.3020.0

THIS MAP IS FOR ASSESSMENT AND TAXATION PURPOSES ONLY

See Map 8.4.7

SEC. 18 T.8S. R.4W. W.M.
Polk County

8.4.18



13-6

13-12

13-11

13-12

13-8

13-7

202
29.23 AC

200
68.07 AC

100
138.61 AC

204
84.69 AC

201
51.74 AC

101
DV163-566

300
5.67 AC

301
37.89 AC

501
30.67 AC

800
45.81 AC

900
19.69 AC

901
32.51 AC

400
48.17 AC

500
50.52 AC

502
2.84 AC

600
72.56 AC

700
68.36 AC

LOT 1
49.56 AC

LOT 2
12.34 AC

Canceled No.
203

2/20/2020

See Map 8.5.24A

See Map 8.4.19

8.4.18

THIS MAP IS FOR ASSESSMENT AND TAXATION PURPOSES ONLY

SEC. 17 T.8S. R.4W. W.M. Polk County

8.4.17

1" = 400'

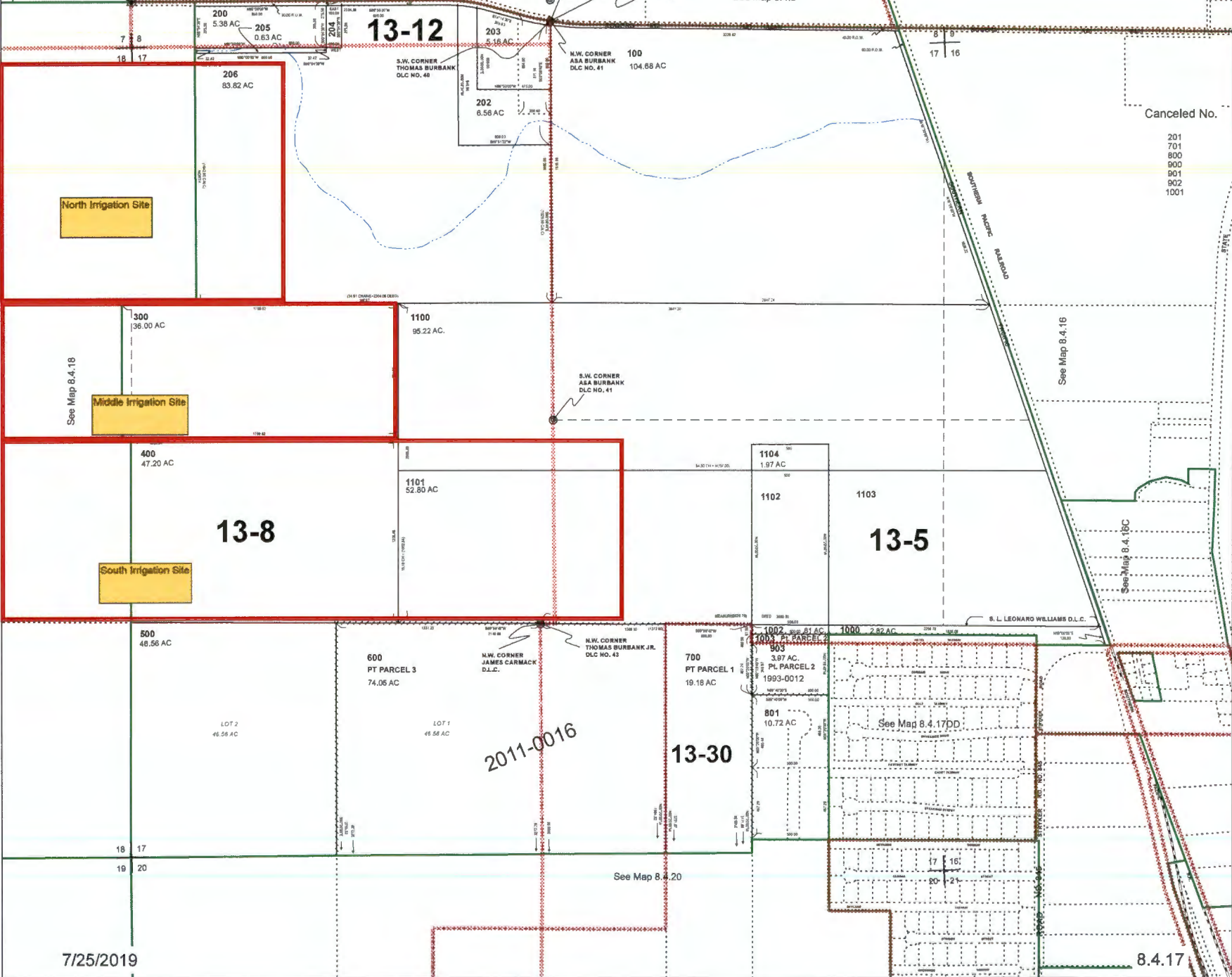
S.W. CORNER
HENRY HAWKINS
DLC NO. 88

N.E. CORNER
LEONARD WILLIAMS
DLC NO. 42

S.W. CORNER
THOMAS BURBANK
DLC NO. 46

N.W. CORNER
ASA BURBANK
DLC NO. 41

See Map 8.4.8



North Irrigation Site

Middle Irrigation Site

South Irrigation Site

Cancelled No.

- 201
- 701
- 800
- 900
- 901
- 902
- 1001

See Map 8.4.18

See Map 8.4.16

See Map 8.4.15C

See Map 8.4.20

See Map 8.4.17DD