

The Mission of AVEK is to deliver reliable, sustainable, and high-quality supplemental water to the region in a cost-effective and efficient manner

**DRAFT DOCUMENT
FOR DISCUSSION ONLY**

**WATER SERVICE AGREEMENT
AGRICULTURAL UNTREATED (NON-POTABLE) WATER USER**

Customer Name:

WSA No:

AGREEMENT

This Agreement entered into this _____ day of _____, _____, between the Antelope Valley-East Kern Water Agency, established by Chapter 2146 of the 1959 Statutes of the State of California (Agency) and _____(Customer).

WITNESSETH

The Agency shall sell and deliver water service to Customer and Customer shall purchase, receive, and/or reserve water service from the Agency in accordance with this Water Service Agreement (Agreement) and Agency’s Rules and Regulations for Water Service (Rules and Regulations), as amended from time to time by Agency’s Board of Directors. Upon compliance with this Agreement and Rules and Regulations, including payment of all required charges, Customer is eligible to receive water service from the Agency.

Customer agrees to pay any and all costs incurred by Agency for the design, construction, inspection, operation, and maintenance of water service connection(s) serving Customer. All water delivered to Customer shall be metered by equipment to be furnished and installed by Agency unless Agency agrees to different arrangements in advance. All Agency-provided meter and related connection equipment and facilities for water service (**Exhibit A**) are intended for the sole use of Customer and are to serve water only to the real property(ies), dwellings, water facilities, and/or business(es) indicated in **Exhibit B**. Extension of pipe or pipes to transfer water to another location or locations, to share, re-sell, or sub-meter water to any other persons, dwelling, business, and/or property, etc., except as approved by the Agency, is prohibited and shall be grounds for immediate termination of all water service.

Agency shall have the right to locate a water service meter connection equipment and facilities to serve water on Customer’s property at a point or location chosen by Agency, and Agency shall have access to Customer’s property and equipment at all reasonable times for any purpose connected with or in the furtherance of the purpose and objectives of this Agreement. Upon discontinuance of water service, Agency shall have the right to remove its equipment from Customer’s property.

Agency’s authorized employees shall have access to Customer’s property or premises and service lines and plumbing facilities at all reasonable times for the purpose of inspecting for compliance with Agency’s Rules and Regulations, including state or federal requirements for water systems, applicable plumbing codes, and/or utility construction standards. Any direct connection between Agency supply and a potential source of contamination is strictly prohibited. Potential sources of contamination must be isolated from Agency facilities in compliance with appropriate cross-connection and backflow prevention practices outlined in the Agency Rules and Regulations.

In the event that Agency water supply is insufficient to meet all of Customer’s needs, which may occur from time to time, or for any cause of water shortage or interruption, beyond Agency’s control, the Agency, its officers, agents or employees, shall not be liable for any resulting direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue. If necessary, Agency may implement water rationing or other programs or policies in order to address such water shortages or interruptions within its service area.

Customer may install at their own expense a service line from the Agency Meter Service Facilities to the point of use at the Customer Service Facilities (Customer’s Side of the Meter), including any isolation valve(s). Agency will not install any equipment on Customer’s Side of the Meter. Customer is responsible for maintaining all equipment and facilities on Customer’s Side of the Meter, including without limitation all pipe, fittings, and any other equipment installed by Customer. All plumbing materials used, repairs made, and installations shall comply with current state and federal Safe Drinking Water Act requirements and plumbing codes. Agency will not install pressure relief valves or other pressure-reducing equipment on Customer’s Side of the Meter, nor does Agency inspect, maintain, or bear any responsibility or liability for any such valve or equipment installed by Customer.

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Release. Customer hereby waives, releases, and discharges Agency and its officers, directors, employees, insurers, representatives, and contractors of any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind related to, arising from, or in any way connected with, Customer's installation of, or maintenance or failure to maintain, inspect, or replace, a pressure relief valve or other pressure-reducing equipment on Customer's Side of the Meter, including all liability, claims, demands, actions, or rights of action, or damages of any kind allegedly attributed to negligent acts or omissions of Agency and its officers, directors and employees. If Customer chooses to install a pressure relief valve or pressure-reducing equipment on Customer's Side of the Meter, Customer willingly assumes full responsibility for any and all risks associated with such valve or equipment and accepts full responsibility for any damages of any kind that may result from such installation, maintenance, and use of such valve or equipment. Customer agrees to assume all risk associated with the installation, use, misuse, or failure of such valve or equipment and from Customer's failure to timely inspect, maintain, or replace such valve or other equipment.

By execution hereof, Customer agrees to hold Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Customers/users of the Agency, normal failures of the system, or other events beyond the Agency's control. Customer agrees to guarantee payment of all other rates, fees, and charges due on any account for which said Customer is responsible. Payment of all charges shall be made at the rates, times and in the manner provided for in the Rules and Regulations. Customer acknowledges that nonpayment of amounts due Agency will result in disconnection of the water service to Customer's property. In the event water service is disconnected due to delinquency in payments, service shall not be restored until all past due accounts, including interest and late charges, have been paid to Agency. Restored water service shall be subject to additional charges.

Agency's Board of Directors shall have the authority to cancel the water service of any Customer in noncompliance with any Agency policy, the Rules and Regulations, or with nonpayment of any fees or charges as required by Agency's published rates, fees, and conditions of service, in accordance with any statutory processes required by State law for canceling water service. If Agency equipment is tampered with or water is taken by means of an unauthorized connection or both, Customer shall forfeit all rights and privileges under this Agreement.

Any misrepresentation of fact(s) by Customer on any documentation relating to or deemed a part of this Agreement shall result in discontinuance of water service.

Each Customer must sign this Agreement before Agency will begin or continue water service. If service to an existing connection has been suspended or terminated, Agency will not re-establish service until a new Water Service Agreement is duly executed by Customer and approved by the Agency's Board of Directors.

Unless otherwise agreed by Agency or provided in Section 5.2.2 and Exhibit 8 of the Judgement and Physical Solution entered in the *Antelope Valley Groundwater Cases*, Santa Clara Case No. 1-05-CV-049053, Agency shall retain the right to all return flows associated or resulting from water delivered by Agency to Customer under this Agreement.

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NOTICE & RELEASE CONCERNING WATER PRESSURE HAZARD

Customer expressly acknowledges that Agency may install a check valve or other backflow prevention device at Agency's meter serving Customer's property, and that such device will cause and result in water pressure within Customer's private plumbing system. Customer further acknowledges and understands that a properly operating pressure relief valve must be installed by Customer and maintained by Customer on Customer's water heater(s).

Customer understands that failure to maintain properly operating pressure relief/regulating valve(s) on Customer Side of the Meter is a dangerous practice that can result in personal injury and property damage. Customer hereby agrees to waive, release, and hold the Agency and its officers, directors, employees, insurers, representatives, and contractors harmless from any and all liabilities, claims, demands, actions, rights of action, losses, costs, fines, penalties, expenses, or damages of any kind resulting from malfunctioning, failure, or absence of check valves, backflow prevention devices, and pressure relief/regulating valve(s) on Customer Side of the Meter, including without limitation, damages to persons or property, direct damages, special damages, incidental damages, consequential damages, or loss of profit or revenue, and including those allegedly attributed to the negligent acts or omissions of the Agency.

NON-POTABLE WATER USE GUIDELINES & BEST MANAGEMENT PRACTICES

As a supplier of Non-Potable Water to the Customer, the Agency must ensure that the Customer is aware of their responsibilities for the use of Non-Potable Water. Article 5.0 of the Agency's Rules & Regulations constitutes the Agency's Non-Potable Water Use Guidelines and Best Management Practices (BMP's). The BMP's are consistent with those distributed by the State of California Department of Public Health, in Title 17 and Title 22 of the California Code of Regulations.

It is further the intent of these guidelines and BMP's to be consistent with any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California-Nevada Section, Guidelines for the Distribution of Non-Potable Water and any guidelines for the General Waste Discharge Requirements for Landscape Irrigation Uses as adopted by the State Water Resources Control Board.

NOTICE & RELEASE CONCERNING DRIVEWAYS

Customer expressly acknowledges that any construction, including walls, concrete structures, or asphalt installed on the Customer's property over any equipment furnished and installed by Agency without notification and approval by Agency in writing is prohibited. Agency shall not be liable for any damage to Customer's equipment or facilities that are not approved by the Agency.

CONDITIONS OF APPROVAL

The Customer agrees to comply with the specific requirements of Agency Conditions of Approval (**Exhibit C**) as a part of this Agreement WSA No.: _____, including required submittal of plan documents, annual inspection of separate potable water service connection(s), water use applications, and permitting if necessary. For existing Agency water users, compliance with certain of these Conditions of Approval will need to be met in order for an Agency Water Service Agreement to remain in effect. A final inspection and confirmation of compliance with Agency Rules and Regulations will be required prior to establishing and continuing water service.

PRIVACY DISCLOSURE

Customer privacy is important to Agency and Customer information shall be confidential unless the Customer consents in writing or as otherwise required by law. This shall encompass confidentiality of Customer address, telephone number, e-mail, specific billing, credit, or water usage information. Customer can request that personal information retained by the Agency be released to unauthorized persons.

Please provide Customer name, company (if applicable), title, billing address, water service address, phone number(s), email address(es), and signature.

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CUSTOMER APPROVAL	
Customer/Representative (print name)	Company Name (if applicable)
Title	Water Service Address
Billing Address	Phone Number(s)
Signature	E-Mail Address(es)
AGENCY APPROVAL	
Agency Representative (print name)	Agency Name <i>Antelope Valley-East Kern Water Agency</i>
Title	Address <i>6500 West Avenue N, Palmdale, CA 93551-2855</i>
Signature	Phone Number <i>(661) 943-3201</i>

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Customer Name:

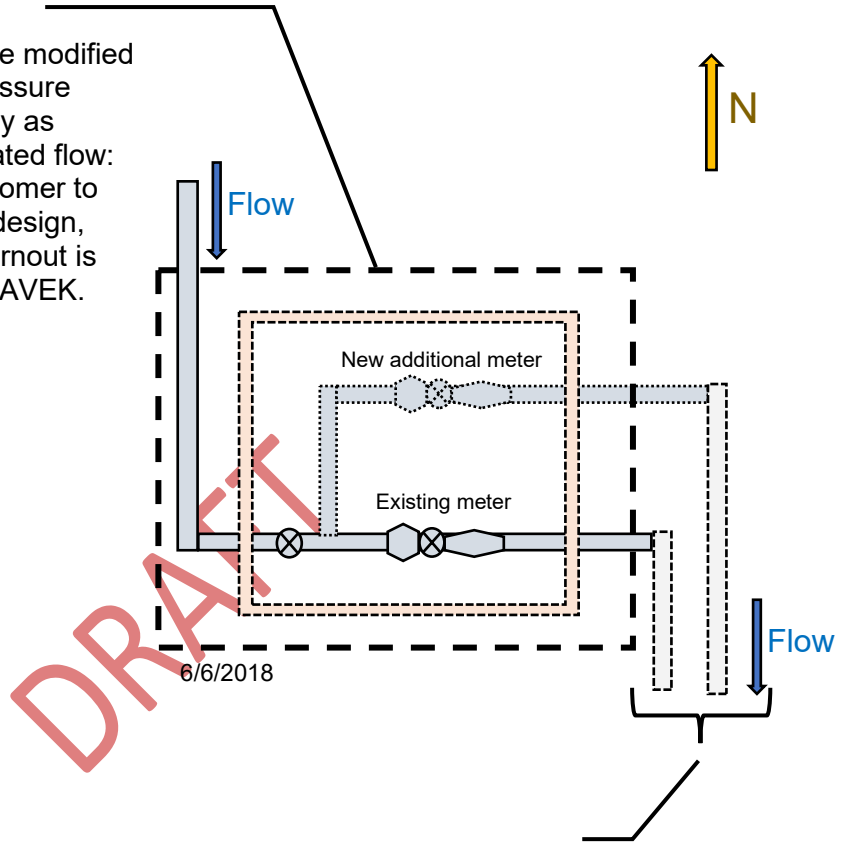
WSA No:

**EXHIBIT A
Agency Water Service Facilities
APNs: 3205-004-015 & 3205-004-015**

**SAMPLE ONLY – FOR CONCEPT
DISCUSSION ONLY**

AVEK Water Meter Vault (per AVEK specifications provided)

Exiting single meter turnout vault to be modified to add one additional meter/valve/pressure reducer/backflow prevention assembly as required. Maximum combined estimated flow: 1,000 gallons per minute (gpm). Customer to pay all related modification costs for design, construction, inspection, etc. Final Turnout is owned, operated, and maintained by AVEK.



To Customer Property (as per approved Water Service Agreement). All use of water delivered and facilities beyond this point are the responsibility of the Customer. Facility operation, maintenance, and liability in the delivery of AVEK water is made per Agency WSA and Rules and Regulations.

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Customer Name:

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**EXHIBIT B
Customer Premises
APNs: 3205-004-015 & 3205-004-015**

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LEGAL DESCRIPTION

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL FEBRUARY 19, 1856 AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF ELIZABETH LAKE ROAD 60 FEET WIDE AS SHOWN ON COUNTY SURVEYOR'S MAP B-1352-2 ON FILE IN THE OFFICE OF THE SURVEYOR OF SAID COUNTY.

SAID PORTION OF THE SAID WEST HALF IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 0° 34' 38" EAST, 649.72 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE CENTERLINE OF ELIZABETH LAKE CANYON ROAD, 60 FEET WIDE AS SHOWN ON SAID COUNTY SURVEYOR'S MAP B-1352-2; THENCE CONTINUING ALONG SAID WEST LINE OF SAID NORTHEAST QUARTER SOUTH 0° 34' 38" EAST, 1423.44 FEET TO THE INTERSECTION OF SAID WEST LINE WITH THE CENTERLINE OF LEONA AVENUE AS SHOWN ON COUNTY SURVEYOR'S MAP B-5258-2 ON FILE IN THE OFFICE OF THE SURVEYOR OF SAID COUNTY; THENCE SOUTH 66° 36' 34" EAST, 20.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 350.00 FEET, A RADIAL OF SAID CURVE TO SAID POINT BEARS SOUTH 23° 23' 26" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 36' 54" A DISTANCE OF 211.45 FEET; THENCE SOUTH 31° 59' 40" EAST, 701.06 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID COURSE SOUTH 31° 59' 40" WEST, 80.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 350.00 FEET, A RADIAL OF SAID CURVE TO SAID POINT BEARS NORTH 58° 00' 20" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8° 34' 58" A DISTANCE OF 357.86 FEET; THENCE NORTH 89° 25' 22" EAST, 108.08 FEET; THENCE SOUTH 0° 34' 38" EAST, 543.52 FEET TO A LINE BEARING NORTH 89° 25' 22" WEST AND PASSING THROUGH A POINT THAT IS 1523.50 FEET SOUTHERLY OF THE CENTERLINE INTEREST OF LEONA AVENUE AND MEASURED ALONG THE WESTERLY LINE OF THE EASTERLY ONE-HALF OF SECTION 17; THENCE ALONG SAID LINE NORTH 89° 25' 22" WEST, 729.25 FEET TO A LINE BEARING NORTH 0° 34' 38" WEST AND PASSING THROUGH A POINT THAT IS SOUTH 58° 00' 25" WEST, 32.00 FEET AND SOUTH 39° 24' 07" WEST, 394.97 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 0° 34' 38" WEST, 460.00 FEET TO SAID POINT; THENCE NORTH 39° 24' 07" WEST, 394.97; THENCE NORTH 58° 00' 20" WEST, 32.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO DESCRIBED AS PARCEL 2 IN GRANT OF WAIVER AND CERTIFICATE OF COMPLIANCE, A CERTIFIED COPY OF WHICH IS RECORDED DECEMBER 21, 1984, AS INSTRUMENT NO. 84-1496034, OF OFFICIAL RECORDS.

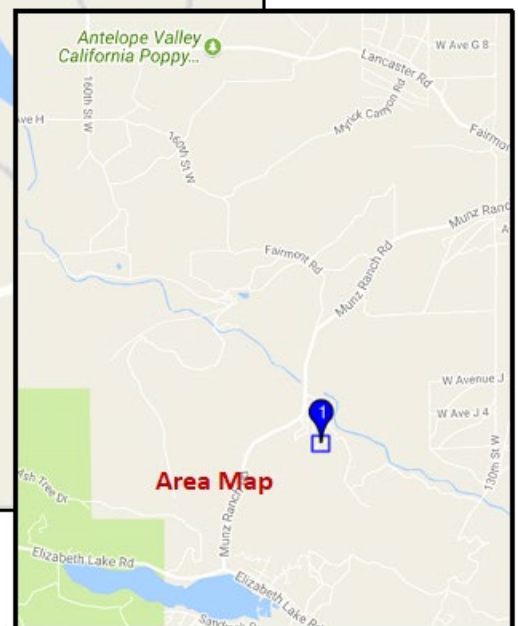
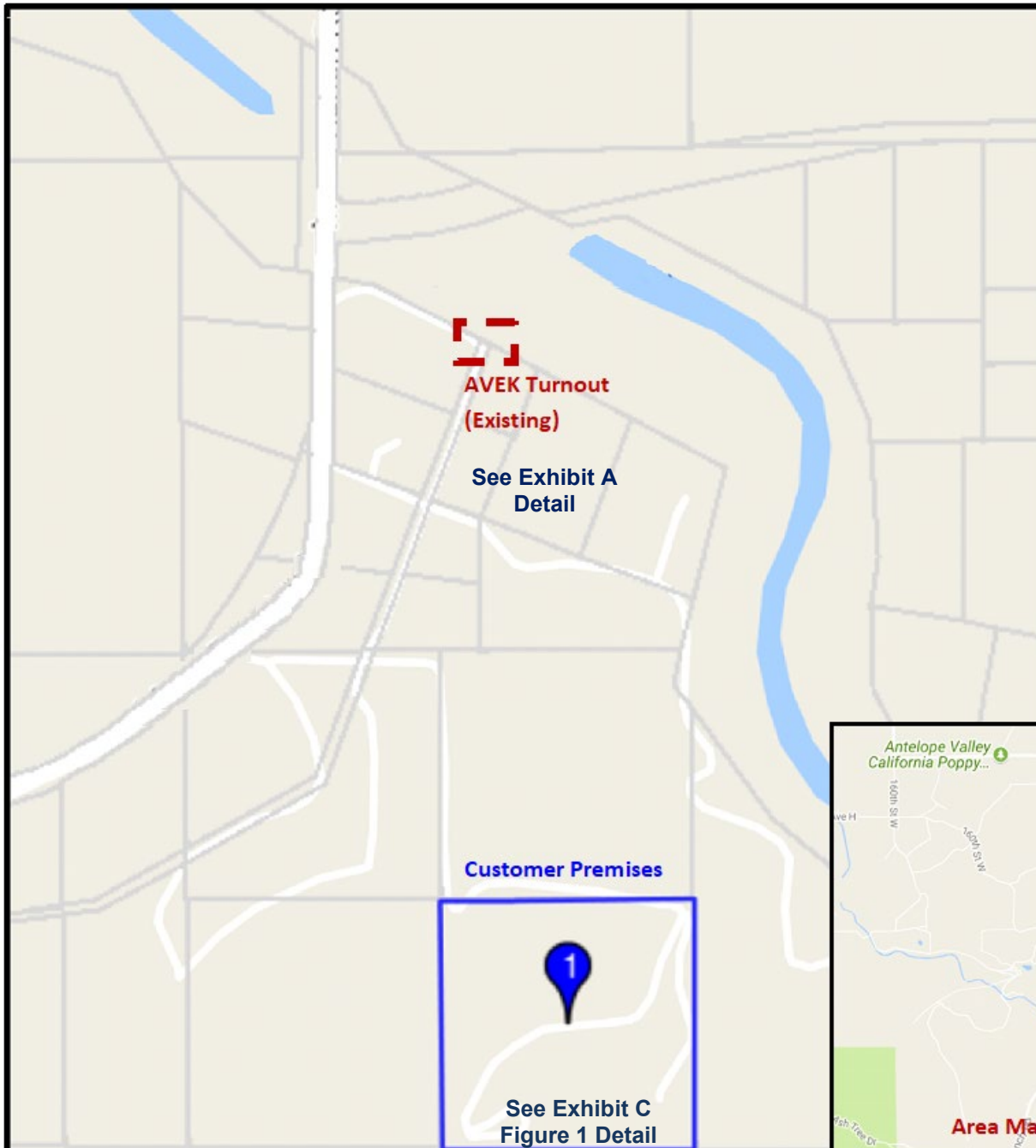
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**EXHIBIT B
Customer Premises
APNs: 3205-004-015 & 3205-004-015**

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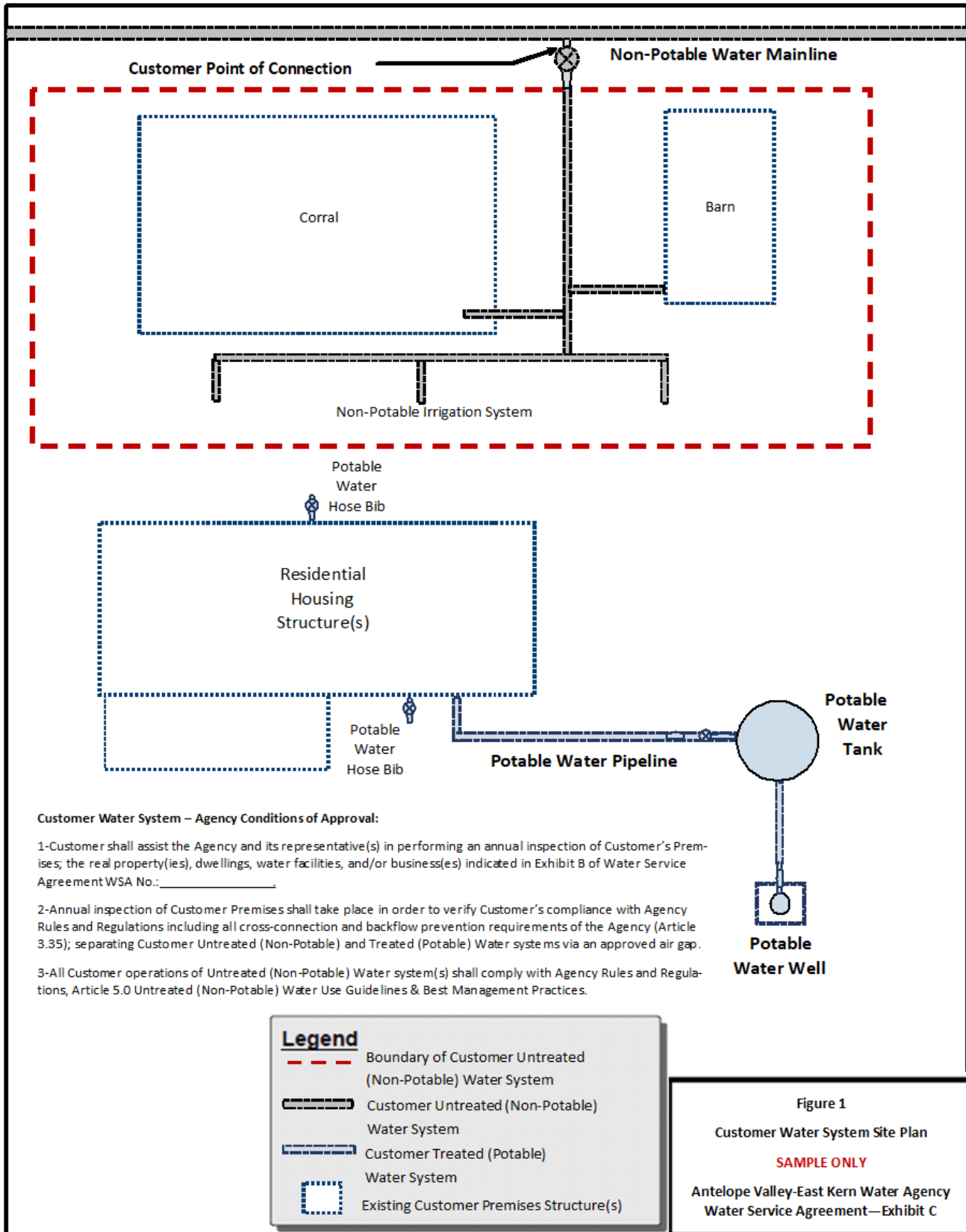
**WATER SERVICE AGREEMENT
 AGRICULTURAL UNTREATED (NON-POTABLE) WATER USER**

Customer Name:

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**EXHIBIT C
 Conditions of Approval
 APNs: 3205-004-015 & 3205-004-015**

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**WATER SERVICE AGREEMENT
AGRICULTURAL UNTREATED (NON-POTABLE) WATER USER**

Customer Name:

WSA No:

**EXHIBIT C, Con't
Conditions of Approval
APNs: 3205-004-015 & 3205-004-015**

**SAMPLE ONLY – FOR CONCEPT
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Untreated (Non-Potable) Water Use

Conditions for Approval of Water Service

Prior to approval of Untreated (Non-Potable) Water Use for the Agency, the Customer shall comply with specific conditions determined by the Agency based on initial review of Customer's Non-Potable and potable Water systems. The Agency and its representative(s) will perform an annual inspection of Customer's Premises which shall take place in order to verify Customer's compliance with Agency Rules and Regulations including all cross-connection and backflow prevention requirements of the Agency (Article 3.35); separating Customer Untreated (Non-Potable) and Treated (Potable) Water systems via an approved air gap. All Customer operations of Untreated (Non-Potable) Water system(s) shall comply with Agency Rules and Regulations, Article 5.0 Untreated (Non-Potable) Water Use Guidelines & Best Management Practices.

The following conditions for final approval for water service must be met prior to water service to the real property(ies), dwellings, water facilities, and/or business(es) indicated in Exhibit B of Water Service Agreement WSA No.: _____:

- 1) Customer is to assist the Agency and its representatives during annual All Untreated (Non-Potable) Water System required tags, labels, and signs are in place and visible.
- 2) Applicable fees have been paid to the Agency per the Rules and Regulations.
- 3) Acceptable backflow test report results have been submitted to the Agency
- 4) Customer is to submit Water System drawings to the Agency for their records. Drawings are to include a complete watering system including the location, size, and type of all backflow prevention devices, pressure, and non-pressure water lines, valves, and sprinkler heads in those areas requiring a permanent, and/or temporary irrigation system.
- 5) Drawings are to include any adjacent public right-of-way, the locations of any site improvements, and required building permits.
- 6) Customer is to submit a watering system configuration indicating how water flow, including irrigation runoff, low head drainage, overspray or other similar conditions will not impact adjacent property, non-irrigated areas, structures, walkways, roadways or other paved areas, including trails and pathways by causing water to flow across, or onto these areas.
- 7) The Customer shall not encumber or impair the Agency's ability to maintain an adequate level of service to other Agency Customers; compromising public health, safety, or welfare due to circumstances that affect the availability of Agency water supply.
- 8) Manufactured homes are required to comply with proper plumbing standards under the Manufactured Housing Construction and Safety Standards that are enforced by the Federal Department of Housing and Urban Development.