

**AGREEMENT BETWEEN SWEETWATER AUTHORITY AND
OTAY WATER DISTRICT FOR JOINT PARTICIPATION IN THE
RECYCLED WATER INTERTIE PROJECT**

This Agreement for Joint Participation in the Recycled Water Intertie Project (“Agreement”) is made and entered into as of _____, 2023, by and between Otay Water District, a municipal water district established under the Municipal Water District Law of 1911, Water Code § 71000 et seq.(hereinafter referred to as “Otay”), and Sweetwater Authority, a Joint Powers Authority organized and operating under the Irrigation District Law of the State of California, Water Code Section 20500 et seq. (hereinafter referred to as “Sweetwater”). Otay and Sweetwater are collectively referred to hereinafter as the Parties and singularly, Party. The Parties enter into this Agreement with reference to the following facts:

RECITALS

- A. The economy, employment, and quality of life within the San Diego County region is dependent on a reliable and affordable water supply that is provided through cooperation of regional and local water agencies.
- B. The objective of the Parties is to evaluate a collaborative approach to maximize water reuse and strengthen local water supplies. The proposed regional recycled water project will leverage existing storage and expand an existing distribution system into Sweetwater’s service area and to new and undeveloped areas of Otay’s service area.
- C. The purpose of the Proposed Recycled Water Intertie Project (the “Project”) is to increase the use of recycled water within the Sweetwater service area and expanding the use within Otay’s service area by identifying:
 - (a) potential users of recycled water;
 - (b) the infrastructure required for the Project;
 - (c) the regulatory requirements and legal issues associated with the Project;
 - (d) funding opportunities and/or requirements for the Project, including grants and low interest state/ federal funding opportunities; and
 - (e) the feasibility of constructing, operating and maintaining recycled water infrastructure within the Parties’ service areas.

A map of the Project is attached as Exhibit A.

- D. The Parties will proceed with the evaluation and potential development of the Project in a phased approach, with a first phase, as described and defined in this Agreement, aimed at determining Project feasibility, and future phases, aimed at potential Project implementation. Future participation in and cost-sharing for additional phases would be determined by separate agreement of the Parties.
- E. The Parties each have determined that it is in their respective best interest and in the interest of their customers and constituents to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other valuable consideration, the Parties hereby agree as follows:

1. Recitals and Exhibits. The Recitals listed above are true and correct, and are hereby incorporated herein by this reference. All exhibits attached to this Agreement constitute an integral part of this Agreement and are incorporated into the terms hereof.
2. Project Scope. The Project is currently contemplated to be accomplished in two or more phases as described in this Section 2.
 - a. Phase I: The Parties agree that Phase I shall include efforts related to preparation and completion of a Project study (“Phase I Efforts”), which study shall:
 - i. determine the feasibility and viability of construction of recycled water infrastructure,
 - ii. identify the related regulatory and legal issues and requirements,
 - iii. estimate the cost to build, operate and maintain the recycled water infrastructure, and
 - iv. estimate the potential potable water savings, within both Parties’ service areas.

(“Proposed Project Study”)(“Phase I Efforts”).

With regard to Project feasibility, the Proposed Project Study will evaluate the feasibility of expanding Otay’s existing recycled water system within the Otay service area and extending the system to Otay’s western and northern boundaries with Sweetwater’s service area and connecting Otay’s recycled water system to a future Sweetwater distribution system through a meter and pressure reducing station, in order to provide a recycled water supply for additional local users, provide additional potable reuse opportunities, improve water supply reliability in Otay’s central service area, reduce evaporative losses in Sweetwater Reservoir, and provide operational efficiency to Sweetwater’s Perdue Water Treatment Plant.

- b. Phase II: The Parties envision Phase II as undertaking the efforts needed in order to proceed with implementation of the Project, including but not limited to undertaking environmental review necessary for the Project, preparing the required environmental study for the Project, and initiating design of the Project. Future phases shall outline the obligations of the parties and efforts necessary for construction, operation, maintenance, and other requirements of the Project. The Parties’ decision about whether to proceed with Phase II or other phases, is dependent upon the outcomes of the Phase I Efforts.
 - i. Phase II Efforts. The Parties agree, in the event they decide to pursue Phase II in the future, that a separate agreement will need to be entered into to establish the terms and conditions for the Phase II effort intended to consist of a pilot pipeline and irrigation conversion project, an environmental study, and the design, construction, operation, maintenance, replacement, and other conditions associated with the Project infrastructure facilities (“Phase II Efforts”). In the event of any conflict between the terms of this Agreement and the separate agreement, the terms of this Agreement shall govern in connection with Phase I Efforts and the terms of the separate agreement will govern in connection with Phase II Efforts. If, based on the results of Phase I, the Parties determine that Phase II Efforts are required, the Parties agree to execute such an agreement in a timely fashion. This

Agreement does not obligate either of the Parties to agree to proceed to Phase II.

3. Financial Obligations. At the time of execution of this Agreement, the Parties estimate that the cost of the Proposed Project Study will be \$300,000. The Parties will participate jointly and equally participate in any and all costs associated with the Proposed Project Study and all other Phase I Efforts. Specifically, the Parties agree:
 - a. They shall equally share in any and all costs associated with the Phase I Efforts; provided, however, the cost of staff expenses associated with implementation of the Phase I Efforts, shall not be shared by the Parties and shall not be included or considered in each Party's computation of its participation toward costs of the Project.
 - b. That they shall apply for grant funding to pay for up to \$300,000 of this amount, from the State of California Water Resources Control Board (SWRCB) Water Recycling Funding Program grant for the Project. The Parties agree that the remaining cost will be paid for equally between the Parties. A copy of the SWRCB grant application is attached hereto as Exhibit B. The estimated costs included herein may be different in the final allocation if available grant funding is less than anticipated or the cost of the Proposed Study increases. If the estimated costs are different from the final allocation, the Parties may terminate this Agreement or by mutual agreement reallocate costs by adopting an addendum to this Agreement.
4. CEQA. The Parties agree that this Agreement, by itself, is not a project subject to CEQA.
5. Project Schedule. The current projected schedule for the Project is as follows:
 - a. SWRCB grant application was submitted February 9, 2023. Phase I completion: TBD.
 - b. Phase II pilot project, environmental and design completion: TBD
 - c. Phase II construction complete: TBD
 - d. Initiation of Recycled Water Intertie Project facility operations: TBD
6. Disputes. The Parties shall seek, in good faith and within a reasonable time, to resolve any disputes regarding this Agreement first by meeting and conferring among two designated staff representatives, one from each of the Parties. Any disputes that cannot be resolved by the staff representatives may be referred by either Party to the Sweetwater General Manager and to the Otay General Manager for resolution. Neither Party will pursue other methods of dispute resolution, including mediation or litigation, until there is an impasse between the two General Managers.
 - a. Mediation. If a dispute arises out of, or relates to this Agreement, or the breach thereof, which cannot be resolved by the Parties, the Parties will first submit to mandatory mediation under the Rules of the American Arbitration Association, or any other neutral organization agreed upon before having recourse in a court of law. Any agreements resulting from mediation shall be documented in writing by all Parties. Mediation shall be confidential in accordance with the provisions of California law. All mediation results shall be "non-binding" and inadmissible for any purpose in any legal proceeding unless all Parties otherwise agree upon such admission in writing.
7. Invoices. The Parties shall bill each other as appropriate by sending invoices to the following

addresses:

Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2096
Attn: Michael Long

Sweetwater Authority
P.O. Box 2328
Chula Vista, CA 91912
Attn: Erick Del Bosque

- a. Payment Due; Delinquency. Each Party shall provide payment shall to the other Party at the address listed on the invoice on or before 45 calendar days following receipt of the invoice by either Party after the date of execution of this Agreement. In the event either Party fails to pay any amount when due, interest thereon shall accrue at the rate of ten percent per annum from the date when due until payment is received by either Party.
8. Term. The term of this Agreement shall become effective as of the date first written above and shall continue in full force and effect until that time when a Phase II agreement is fully executed by both Parties or this Agreement is terminated by mutual agreement of the Parties.
9. Indemnification. Each Party agrees to indemnify, defend at its expense, including attorneys' fees, and hold the other Party harmless from and against all claims, costs, demands, losses, and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use), or violation of law, caused by or arising out of any error, omission, negligent act, or willful misconduct of that Party, its officers, directors, employees, agents, volunteers, or any other person acting pursuant to its control in performing under this Agreement.
10. Entire Agreement. This Agreement, including all Recitals herein and Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained in herein, and supersedes and cancels any prior or contemporaneous oral or written understandings, promises, or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.
11. Governing Law; Venue. This Agreement will be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court in the County of San Diego, State of California; provided that the dispute resolution procedure outlined in Section 6 has been completed. California law shall apply, without regard to any conflict of laws principles, to the interpretation of any provision of this Agreement.
12. Amendments. This Agreement may be modified only by a subsequent written amendment executed by the Parties. Either Party may give notice that it wishes to amend this Agreement at any time with written notice to the other Party. Any amendments will have to be mutually agreed upon by both Sweetwater and Otay, in writing. The Parties agree to negotiate and execute any required amendments to this Agreement in a timely fashion.
13. Non-Waiver. No delay or failure of either Party to insist upon the strict performance by the other Party of any covenant, term, or condition of this Agreement, nor any delay or failure of either Party to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of those rights to require such performance or enforce such breach of any covenant, term, or condition. No waiver of any provisions of this Agreement shall be effective unless in writing and signed by the duly authorized representative of the Party

against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

14. Assignments. Neither Party shall assign its respective rights or obligations under this Agreement without the prior written approval of the other Party. Any assignment in violation of this paragraph shall be invalid and void, shall constitute a default by the Party attempting the assignment, and is grounds for immediate termination of this Agreement or for the enforcement of any available equitable remedies, at the discretion of the other Party. In no event shall any putative assignment create a contractual relationship between the other Party and any putative assignee.
15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement and all rights and obligations contained herein shall be in effect whether or not any or all Parties to this Agreement have been succeeded by another entity.
16. Termination. Either Party may terminate this Agreement by giving ten (10) calendar days' written notice to the other Party upon the occurrence of any of the grounds for termination provided in Sections 3, 8, or 17. Otherwise, this Agreement may only be terminated by mutual written agreement of both Parties.
17. Delays in Performance. Neither Party shall be considered in default of this Agreement for delays in the performance caused by a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: strikes, lockouts, labor disputes, vandalism, terrorism or other criminal act, unusual governmental delays (including, without limitation, unreasonable or unforeseeable delay in the issuance of grants or approvals by governmental authorities that are required for performance under this Agreement), acts of God, fire, floods, pandemics, epidemics, freight embargoes, or other circumstances beyond the reasonable control of the non-performing Party. In the event the non-performing Party claims the existence of such a delay caused by a Force Majeure Event, the non-performing Party shall notify the other Party in writing of that fact within 14 calendar days after the beginning of any such claimed delay, and such notice shall describe the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
 - a. Termination for Delay. Notwithstanding the foregoing, if any material performance under, or material objective of, this Agreement is abandoned or indefinitely delayed, due to circumstances beyond the reasonable control of the Parties, this Agreement may be terminated by the either Party in accordance with the termination provisions of this Agreement.
18. Legal Counsel. The Parties agree that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision whether to seek advice of counsel with respect to this Agreement is the sole responsibility of each of the Parties. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of this Agreement.
19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.
21. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each Party hereto for legal notices or as otherwise provided by a Party to another Party Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:
- | | |
|--|--|
| Otay Water District
2554 Sweetwater Springs Boulevard
Spring Valley, CA 91978-2096
Attn: General Manager | Sweetwater Authority
P.O. Box 2328
Chula Vista, CA 91912
Attn: General Manager |
|--|--|
22. Authorized Representatives. This Agreement shall not be deemed to have been accepted and shall not be binding upon either Party until duly authorized officers of both Parties have executed it. The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SWEETWATER AUTHORITY

OTAY WATER DISTRICT

APPROVED BY:

APPROVED BY:

Carlos Quintero
General Manager

Jose Martinez
General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Best Best & Krieger LLP
General Counsel

Artiano, Shinoff, Abed, Carelli Sleeth and Wade,
APC
General Counsel

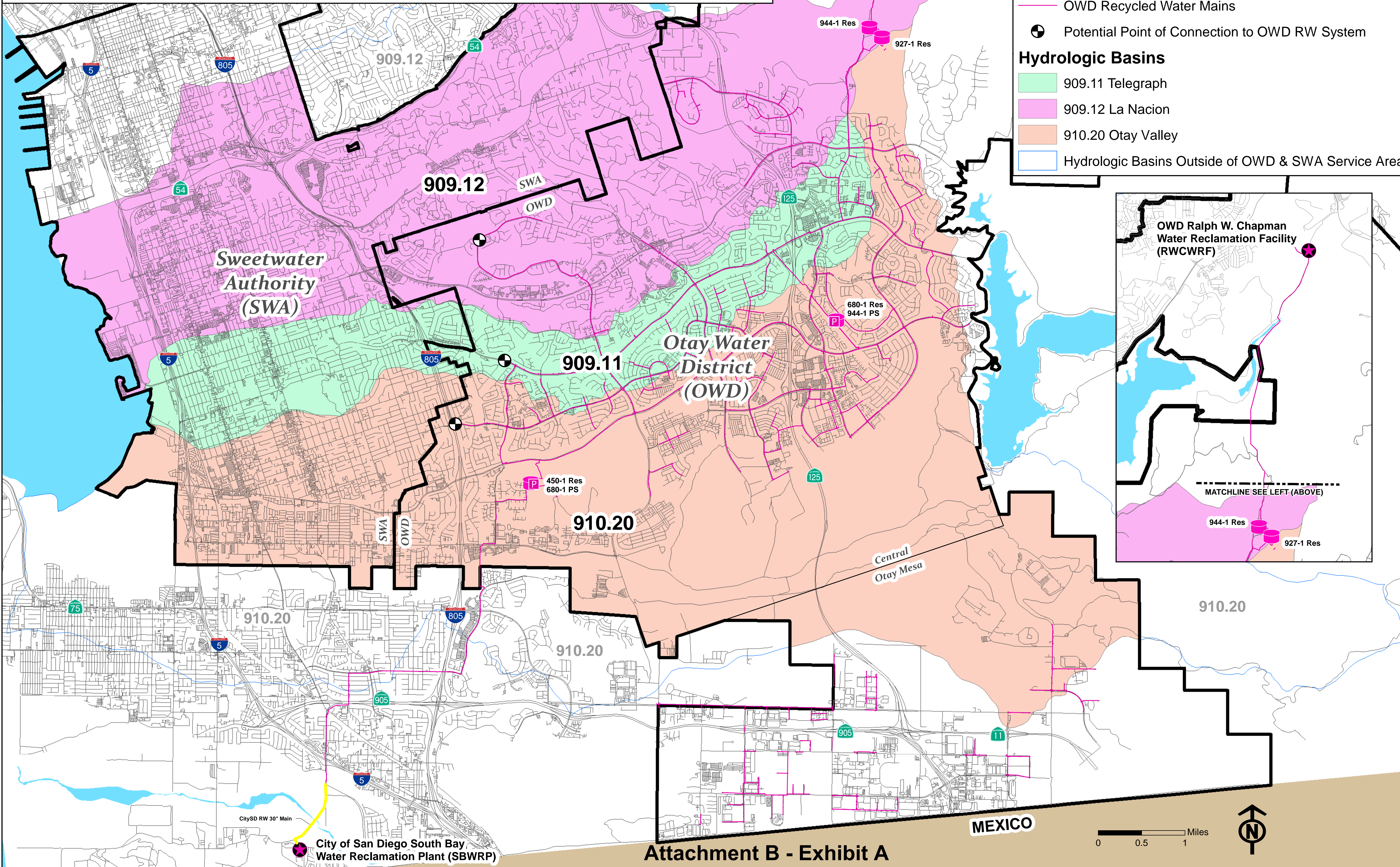
Attachments: Exhibit A

Exhibit B



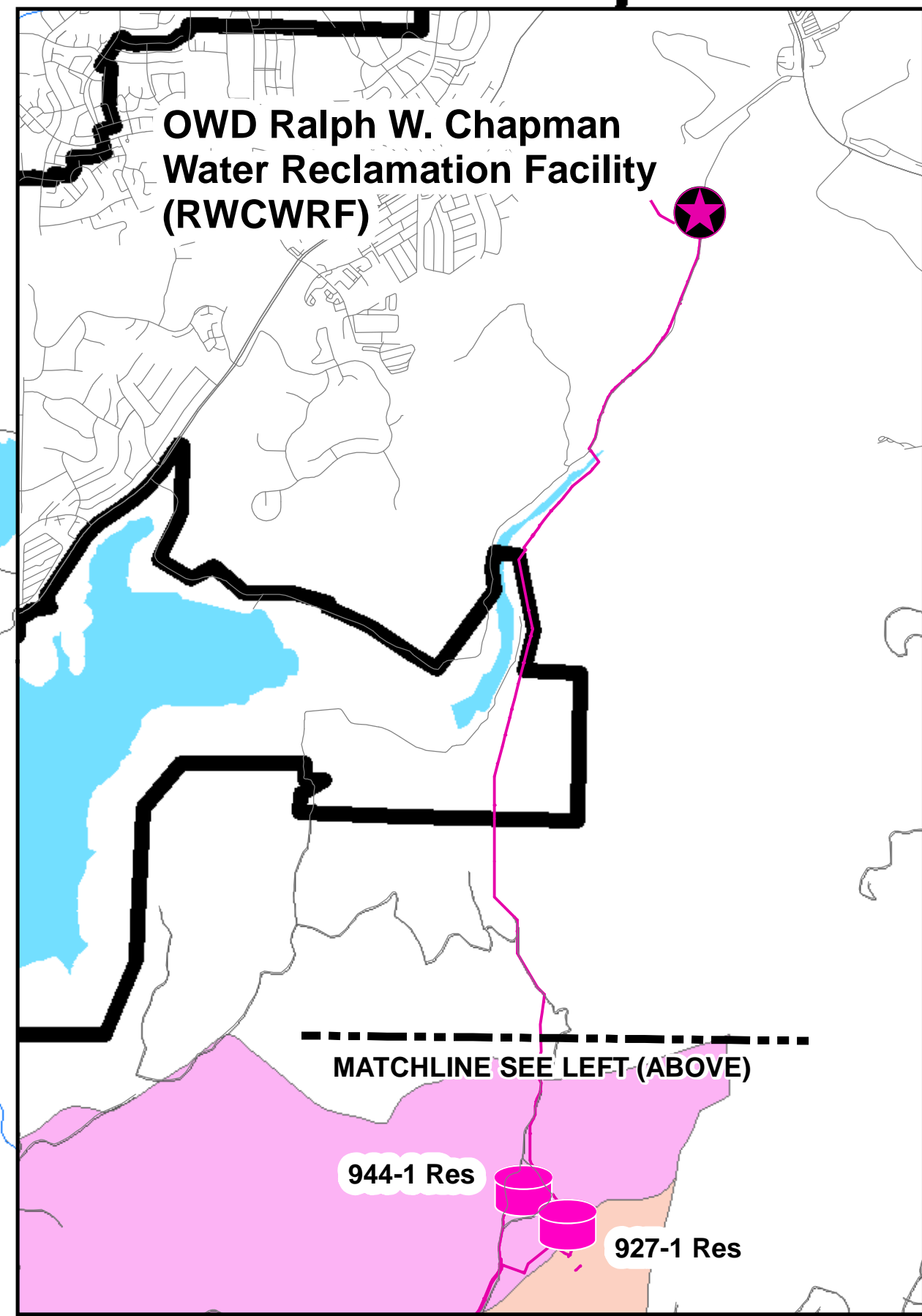
JOINT SWEETWATER AUTHORITY - OTAY WATER DISTRICT RECYCLED WATER INTERTIE PROJECT

SEPTEMBER 2022



Legend

- Service Area Boundary (SWA and OWD)
- OWD Recycled Water Mains
- Potential Point of Connection to OWD RW System
- Hydrologic Basins**
 - 909.11 Telegraph
 - 909.12 La Nacion
 - 910.20 Otay Valley
 - Hydrologic Basins Outside of OWD & SWA Service Area



CitySD RW 30" Main

City of San Diego South Bay
Water Reclamation Plant (SBWRP)

Attachment B - Exhibit A

MEXICO

0 0.5 1 Miles



Attachment B-Exhibit B

STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
P. O. Box 944212, Sacramento, CA 94244-2120

Division of Financial Assistance
Water Recycling Funding Program

WATER RECYCLING FUNDING PROGRAM PLANNING GRANT APPLICATION

I. APPLICANT INFORMATION			
Agency Name: Otay Water District			
Agency Type: <input checked="" type="checkbox"/> Public – Local <input type="checkbox"/> Public - State <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other: Specify _____			
Charter City/County: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Street Address: 2554 Sweetwater Springs Blvd.			
Mailing Address: 2554 Sweetwater Springs Blvd., Spring Valley, CA 91978			
Congressional District(s): 48,51,52		State Senate District(s): 39	
State Assembly District(s): 75,79,80		County (or Counties): San Diego	
Regional Water Board where the project will take place: <input type="checkbox"/> 1 (North Coast) <input type="checkbox"/> 2 (San Francisco Bay) <input type="checkbox"/> 3 (Central Coast) <input type="checkbox"/> 4 (Los Angeles) <input type="checkbox"/> 5 (Central Valley) <input type="checkbox"/> 6 (Lahontan) <input type="checkbox"/> 7 (Colorado River) <input type="checkbox"/> 8 (Santa Ana) <input checked="" type="checkbox"/> 9 (San Diego)			
Federal ID No.: 073-91033			
Authorized Representative Name, Title: Jose Martinez, General Manager			
Phone No.: (629) 670-2222		Email Address: jose.martinez@otaywater.gov	
General Contact Person Name, Title: Lisa Coburn-Boyd, Environmental Compliance Specialist			
Phone No.: (619) 670-2219		Email Address: lisa.coburn-boyd@otaywater.gov	
II. PROJECT INFORMATION			
Project Title: Joint Sweetwater Authority - Otay Water District Recycled Water Intertie Project Planning Study			
Total Study Cost: \$300,000			
Grant Amount Requested: \$300,000			
Estimated Project Schedule	Study starting date	Submit draft project report	Submit final project report
	06/01/23	08/30/24	11/29/24
Funds for Cash Flow: The Agency is expected to have funds available to handle cash flow of the entire study cost, Pending receipt of grant disbursements. Does the Agency have local funds on hand to cover the entire study cost? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Describe any other loans, grants, or other financial assistance provided to the grant applicant to assist in this study: Not applicable.			

State Use Only	
WRFP Project #	
Project Manager	
Date Received	

III. PROJECT SERVICE AREA DEMOGRAPHICS	
Current year Median Household Income is less than 80% of the Statewide average: or less than 60% of the Statewide average:	<input checked="" type="checkbox"/> DAC <input checked="" type="checkbox"/> SDAC <input type="checkbox"/> not a DAC/SDAC
IV. ENVIRONMENTAL COMPLIANCE FOR PLANNING	
Environmental documents completed for planning: <input checked="" type="checkbox"/> Categorical Exemption <input type="checkbox"/> IS/ND, IS/MND or EIR	
V. REGULATORY INFORMATION AND WATER RIGHTS REQUIREMENTS	
NPDES Permit and/or WDR Order No.: R9-2007-0038	
Has enforcement action occurred as a result of the water quality problem?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is your entity a water diverter and subject to section 5103 of the Water Code?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
VI. DISCUSSION OF MATERIAL EVENTS, MATERIAL OBLIGATION CONDITIONS, AND ANY DEBT LIMIT	
<p>Identify any current, prior or pending material events such as bankruptcy, defaults, litigation, grant jury findings, unscheduled draws on reserve funds, substitution of insurers or their failure to perform, unscheduled draws on credit enhancements, actions taken in anticipation of filing Chapter 9, rating changes, relevant conditions in material obligations, and any local debt limit:</p> <p>The District is currently involved in litigation. The case name is Coziahr et al v Otay Water District. The case is currently on appeal. The District intends to zealously defend this case. In the event of an adverse result on appeal, the District has sufficient resources to pay an adverse ruling which will not materially affect its financial obligations or any debt limit.</p>	
VII. ATTACHMENTS	
<input checked="" type="checkbox"/> 1 – Plan of Study (see attached for format) <input checked="" type="checkbox"/> 2 – Authorizing Resolution/Ordinance (see attached example) <input checked="" type="checkbox"/> 3 – Certification for Compliance with Water Metering (see attached) <input checked="" type="checkbox"/> 4 – Water Conservation and Water Management Certification Form (see attached) <input type="checkbox"/> 5 – Relevant Service, Management, Operating or Joint Powers Agreements (if applicable)	

CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that I am authorized to submit this application; the information provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant; and the entity possesses the legal authority to apply for this funding and enter into a funding agreement with the State Water Resources Control Board and conduct the proposed planning effort.

Name of Authorized Representative: Jose Martinez Title: General Manager

Signature of Authorized Representative:  Date: 2/8/2023

Joint Sweetwater Authority - Otay Water District
“Recycled Water Intertie Project Planning Study”
WRFP Planning Grant Application
Attachment 1 – Plan of Study

Introduction

OWD Water District (OWD) and Sweetwater Authority (SWA) are two retail water districts located adjacent to one another in southern San Diego County. OWD and SWA are jointly applying for this Water Resources Funding Program (WRFP) planning grant to perform the “Recycled Water Intertie Project Planning Study” which will evaluate how best to: 1) leverage existing recycled water (RW) storage available in OWD’s distribution system and 2) expand OWD’s existing system into SWA’s service area and into undeveloped areas within OWD’s service area.

The study will include the following elements:

- 1) Identification of potential end users and associated demand for RW
- 2) Identification of alternative connection points and pipeline alignments for an expanded distribution system from OWD’s system into SWA’s service area
- 3) Identification of infrastructure required
- 4) Identification of regulatory requirements and legal issues associated with RW system expansion.
- 5) Feasibility assessment of constructing, operating, and maintaining the proposed infrastructure.

Depending on the findings, the districts will pursue environmental review, design, construction, operation, maintenance, and other requirements in a second phase of the project that is outside the scope of this planning study.

This document is the Plan of Study (POS) for the proposed project and is Attachment 1 to the WRFP Planning Grant Application submitted to the California Water Resources Control Board (SWRCB) - Division of Financial Assistance – Office of Water Recycling. This POS includes all 14 required components as outlined in the current WRFP Guidelines (Rev 08/2019).

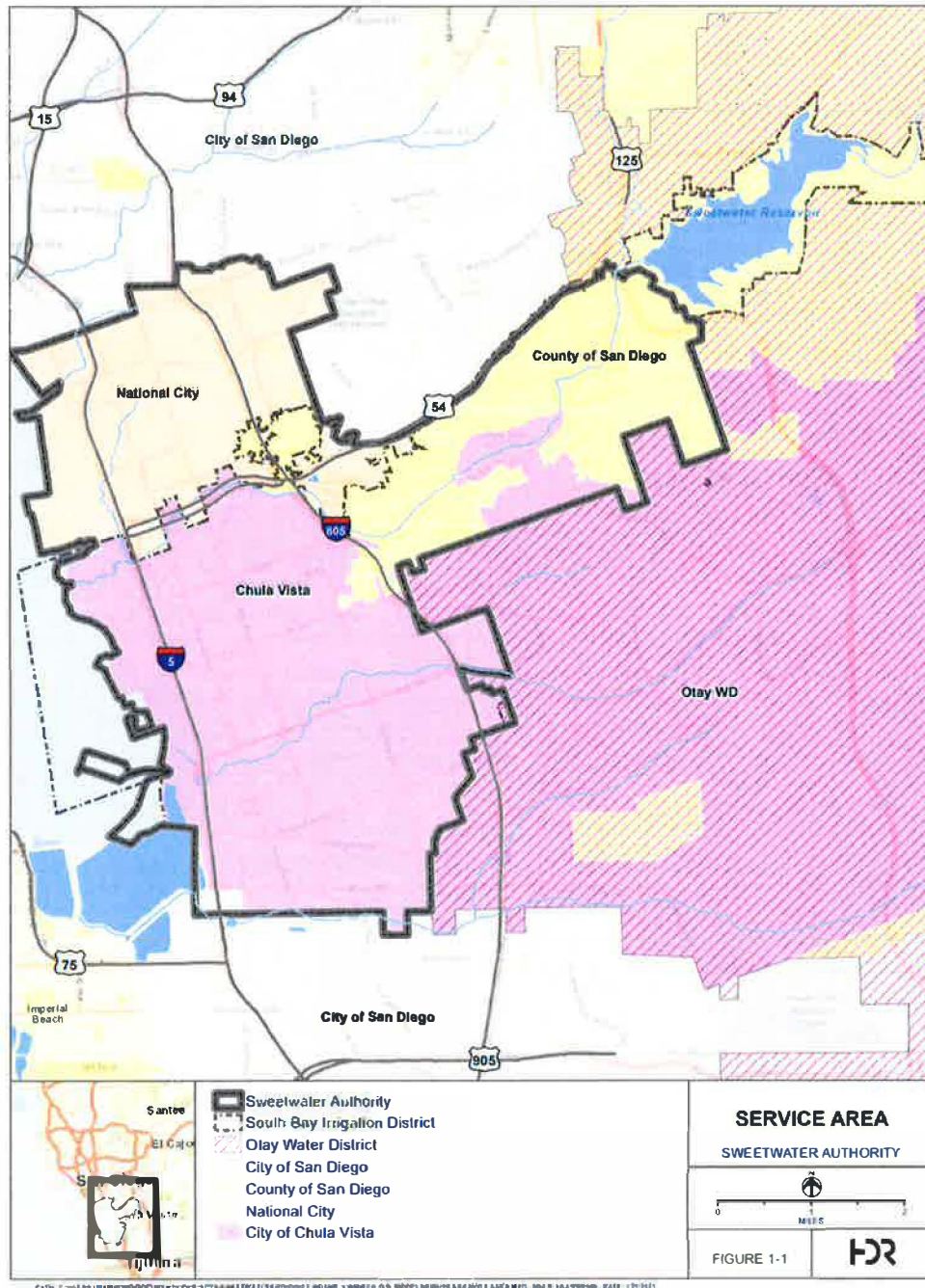
Component 1

DESCRIPTION OF THE RW SERVICE AREA THAT WILL BE STUDIED

Description of OWD Water District service area:

OWD’s service area is approximately 126 square miles and included 226,000 people in 2020. It is generally located within the south, central portion of San Diego County. The service area includes portions of a wide spectrum of urban and rural communities including southern El Cajon, La Mesa, Rancho San Diego, Jamul, Spring Valley, Bonita, eastern City of Chula Vista, Eastlake, Otay Ranch, and Otay Mesa areas. The population falling within OWD’s boundaries has grown from approximately 48,300 in 1980 to 225,870 in 2020. The district obtains all of its potable water from the San Diego County Water Authority (SDCWA), the region’s water wholesaler. The District purchases its treated water from the SDCWA and neighboring Helix Water District (through SDCWA). OWD does not have local surface or groundwater water of its own. It collects wastewater to treat and distribute as RW and maintains over 93 miles of RW transmission and

SWA Service Area Boundaries with Municipalities



Component 2

THE POTENTIAL SOURCES OF RW AND A BRIEF SUMMARY OF THE UNIT PROCESSES CURRENTLY IN USE AT EXISTING TREATMENT FACILITIES

This planning study focuses on how to optimally expand the distribution and use of RW produced at two existing RW treatment facilities: (1) OWD's Ralph W. Chapman Water Reclamation Facility (RWCWRF) in the northern section of OWD's service area and (2) The City of San Diego's South Bay Water Reclamation Plant (SBWRP) located within the City of San Diego just south of OWD's service area boundary line. A map of the OWD Service Area Boundaries with Municipalities (below) includes the location of both RW treatment plants. The potential increases in RW distribution and use as identified through this study is expected to be accommodated by these existing treatment facilities' current capacities and permits.

RW Sources:

RWCWRF RW sources: Wastewater flows that feed the RWCWRF originate in the Middle Sweetwater River basin, also known as the Jamacha Basin. Most of these flows are collected by OWD, with the remainder collected by the County of San Diego's Spring Valley Sanitation District (SVSD). The current wastewater collection system average dry weather flow for both agencies is approximately 1.63 million gallons per day (MGD) of which up to 1.3 MGD can be diverted to the RWCWRF. OWD provides sewer collection services to approximately 6,000 homes in the Jamacha drainage basin. Approximately two-thirds of the effluent is collected from OWD customers and one-third is collected from SVSD customers. RWCWRF receives wastewater via the Rancho San Diego Pump Station and/or the Steele Canyon Pump Station. The RWCWRF has a treatment capacity of 1.3 MGD, producing up to 1,100 AFY of RW to Title 22 standards.

SBWRP RW sources: SBWRP treats raw wastewater collected from approximately 44 square miles and 110,000 people in the southern portion of the City of San Diego, the City of Imperial Beach, the City of Chula Vista, the unincorporated portions of south and east San Diego County. SBWRP has a treatment capacity of 15 MGD and OWD maintains a long-term agreement with the City to purchase up to 6 MGD (6,721 AFY) of RW annually. Currently, OWD has purchased an average of 6 MGD annually (6,721 AFY) for the past 15 years.

Treatment Facilities' Unit Processes:

RWCWRF Processes: RWCWRF is a scalping plant that diverts a fairly constant flow and therefore does not experience daily peaking or wet weather peaking as in typical treatment plants. Raw sewage is pumped out of the 27-inch diameter sewer to the RWCWRF by the OWD Steele Canyon Influent Pump Station that sends flow via a forcemain to the headworks. Raw sewage enters the plant through a rotary screen at the headworks. Screened wastewater flows through a gravity channel into the grit chamber, which discharges to gravity pipes conveying wastewater into the three biological treatment (aeration) basins. These basins contain activated sludge and have an anoxic zone and three aerations zones with fine bubble panel diffusers. The aeration basins were retrofitted in 2012 to implement the Modified Ludzack-Ettinger process that has stepped aeration for denitrification. Following the biological treatment in these three basins, the treated effluent is conveyed to two of three rectangular sedimentation basins at the plant. Skimmings and waste activated sludge from the sedimentation tanks are directly discharged to the County of San Diego's Rancho San Diego Pump Station, which ultimately conveys it to the Metro system. The secondary-treated effluent is sent to the tertiary treatment train, which consists of a filtration system and disinfection. The filtration system includes a rapid mix chamber, two flocculation chambers, two downflow sand gravity filters, chemical addition facilities, a filter backwash system, and a waste backwash system. The tertiary treated effluent is currently disinfected with gaseous chlorine. A project to replace the chlorine disinfection system with UV disinfection is currently in the design phase and should be complete by late 2024.

SBWRP Processes: The SBWRP's primary and secondary processes consist of influent screening using mechanically cleaned bar screens, grit removal using aerated grit chambers, primary sedimentation clarifiers with chain and flight sludge collectors and tilting trough scum collectors, primary effluent flow equalization storage tanks, air activated sludge biological treatment with anoxic selector, and secondary clarifiers with chain and flight sludge collectors. The tertiary treatment process consists of filter feed pumping, coagulation with chemical addition, and direct filtration with conventional deep bed mono-media filters, backwash facilities, electrodialysis reversal units, and disinfection using ultraviolet light. Sludge processing is handled at the City of San Diego's Point Loma Wastewater Treatment Plant (PLWWTP) and the Metropolitan Biosolids Center. Solids from the SBWRP are pumped to the PLWWTP through the South Metro Interceptor.

Component 3

A DESCRIPTION OF THE CURRENT DISPOSAL/REUSE OF THE WASTEWATER THAT IS PROPOSED TO BE RECYCLED

This planning study focuses on how to optimally expand the distribution and use of RW from two treatment facilities: (1) the RWCWRF and (2) SBWRP. The increased distribution and use of RW water (as identified by this study) can be accommodated under the existing treatment facilities' permits.

Current disposal of wastewater not treated to produce RW at RWCWRF: Wastewater that is not treated for beneficial reuse at the RWCWRF continues to flow to the Rancho San Diego Outfall Facilities to the Metro system, ending up at the City of San Diego's Point Loma Wastewater Treatment Plant (PLWWTP) for treatment and disposal through the Point Loma Ocean Outfall to the Pacific Ocean. PLWWTP uses an advanced primary treatment process under a waiver granted by the U.S. Environmental Protection Agency.

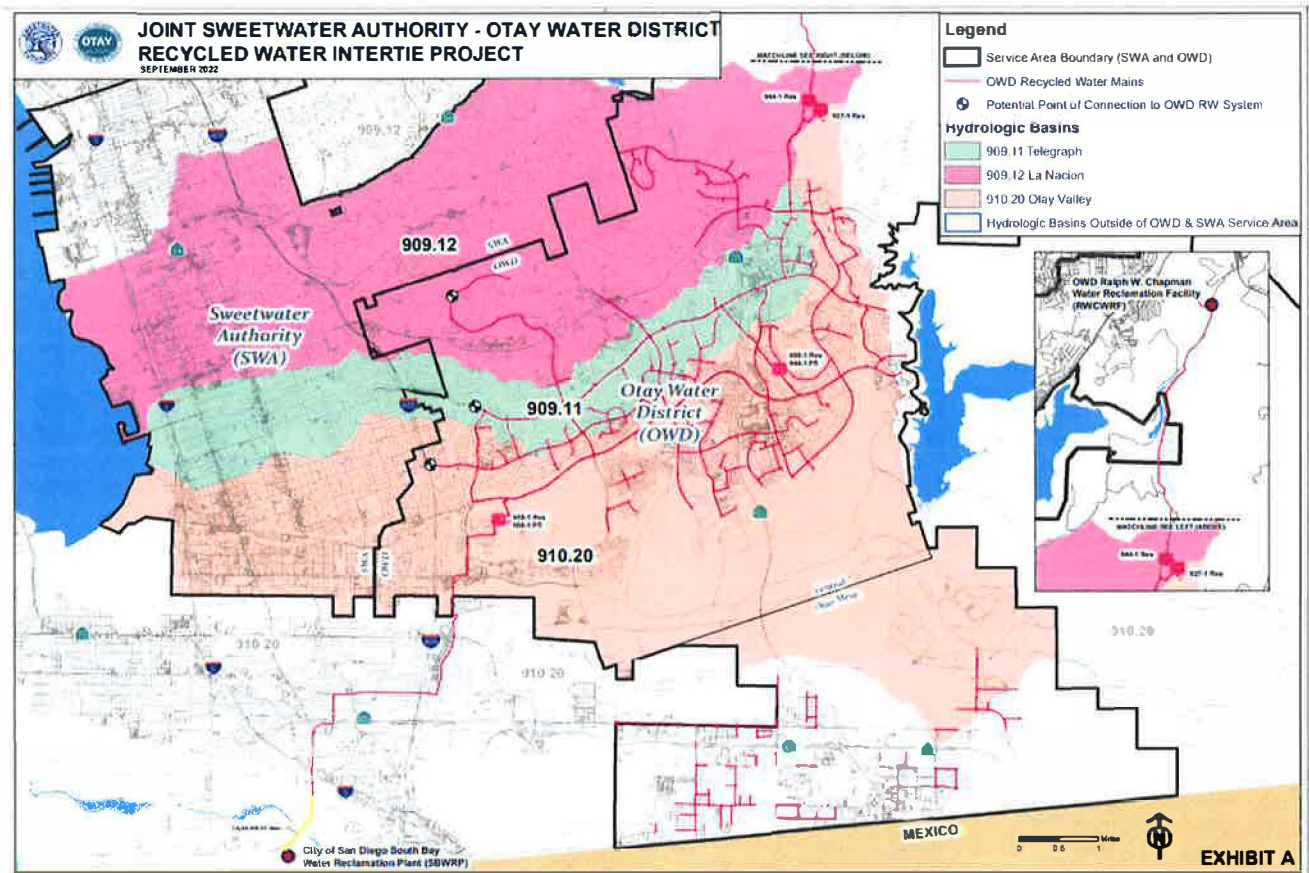
Current disposal of wastewater not treated as RW at SBWRP: All SBWRP tertiary treated wastewater in excess of RW demands for the plant's service area is discharged to the Pacific Ocean through the South Bay Ocean Outfall (SBOO). SBWRP is located just north of the international boundary between Mexico and the United States and less than a half mile west of the International Wastewater Treatment Plant (IWTP). The SBOO was constructed for shared use by the IWTP, operated by the International Boundary and Water Commission (IBWC), and the SBWRP. The effluent from the SBWRP is combined with the effluent from the IWTP within the SBOO prior to discharge to the Pacific Ocean.

Component 4

A MAP OF THE STUDY AREA SHOWING THE SOURCES OF RW AND POTENTIAL SERVICE AREA (S)

Below is a map of the project area boundaries (OWD and SWA service areas), the location of the two RW treatment plants, OWD's existing RW infrastructure, hydrologic basins, and the location of potential SWA connection points to OWD's RW system.

Recycled Water Intertie Project Planning Study Area



Component 5

GENERAL DESCRIPTION OF CURRENT SOURCES OF FRESH WATER, INCLUDING QUANTITY AND POTENTIAL FUTURE DEMAND

OWD:

Current Sources of Fresh Water: OWD currently meets its potable demands with raw and treated water from SDCWA. Helix WD also treats water for OWD at its Levy Filtration Plant. SDCWA delivers imported water from the State Water Project (SWP) and the Colorado River system, and locally produced water from the Claude B Lewis Desalination Plant in Carlsbad. The table below shows actual supplies between 2020 and 2022 (source: OWD 2020 UWMP and OWD staff).

Actual Water Supplies in AF

	2020	2021	2022
Purchased Potable Water	27,448	30,069	28,870
Recycled Water	3,333	4,131	3,867

Quantity and Potential Future Demand: In fiscal year 2020, total water demand in the district's service area was 27,488 AF. By 2040, the District's water demands are projected to reach 41,767 AF as shown in the table below (source: OWD 2020 UWMP).

Projected Water Demand in AF

	2025	2030	2035	2040	2045
Potable Water Demand	33,465	35,736	38,536	41,767	45,265

SWA:

Current Sources: Water used in SWA's service area comes from various sources including local fresh groundwater, brackish groundwater, surface water, and imported water. In 2020, local sources provided approximately 84% of the water needs within SWA's service area, while 16% was met with water purchased from SDCWA. The ratio of local-to-imported water can significantly vary year to year due to local rainfall amounts. For example, in 2016 no local surface water was available due to continuing drought conditions. SDCWA's water supply portfolio includes desalinated water from the Poseidon Plant and imported water from the SWP and Colorado River. SWA does not currently produce or distribute RW or potable reuse.). The table below shows the combination of actual water supplies for 2020 in AF (source: SWA 2020 UWMP).

Actual Water Supplies for 2020 in AF

Purchased/Imported Water	2,701
Local Ground Water	1,671
Surface Water – Sweetwater Res.	5,408
Desalinated Water – Groundwater	7,161

Quantity and Potential Future Demand: Actual water demand in 2020 was 16,941 AF with a projection of 23,031 AF by 2040, as shown in the table below (source: SWA 2020 UWMP).

Projected Demand in AF

	2020	2025	2030	2035	2040
Potable, Raw, Other Non-Potable	16,941	21,104	21,581	22,057	23,031

Component 6

IDENTIFICATION OF THE WATER AND WASTEWATER AGENCIES HAVING JURISDICTIONS OVER THE SOURCES OF RW AND/OR THE POTENTIAL SERVICE AREA

- OWD Water District - produces RW at the RWCWRF.
- City of San Diego - provides RW to OWD from the SBWRP.
- San Diego Metropolitan Wastewater District (Metro) – provides wastewater collection, treatment, and disposal services to SWA and OWD's service area.
- State Water Resources Control Board (SWRCB) and its local arm, San Diego Regional Water Quality Control Board (RWQCB) – promulgate the Federal Clean Water Act policies and regulations associated with RW use. RWQB is the permitting agency for RW projects in the County.

- California Department of Public Health (DPH) and the County of San Diego's Department of Environmental Health (DEH) – issue relevant permits in cooperation with the RWQCB.

Component 7

A GENERAL DESCRIPTION OF WATER RECYCLING AND FRESH/POTABLE WATER SUPPLY ALTERNATIVES THAT MAY BE EVALUATED

As mentioned previously, this planning study will evaluate how best to expand the distribution and use of RW supplied from two existing RW treatment facilities. The increased delivery of RW water can be accommodated with the existing capacity of the two treatment facilities with no anticipated immediate need to expand them. A RW market analysis will be conducted as part of this study to identify potential new RW customers and associated demand that will offset current potable water use. The results of the market analysis will inform a more detailed project alternatives analysis, including alternative alignments for RW distribution pipelines and associated infrastructure.

Component 8

A DESCRIPTION OF THE OPPORTUNITIES FOR STAKEHOLDER PARTICIPATION, FOR EXAMPLE, PUBLIC MEETINGS WITH THE LOCAL COMMUNITY MEMBERS, POTENTIAL RW USERS, AND OTHER AGENCIES THAT HAVE A STAKE IN THE STUDY

Potential stakeholders for this study include regulatory agencies, local water and wastewater agencies, local governments (San Diego County, Cities of Chula Vista, and National City), potential RW customers in both the SWA and OWD service areas, both district's Board of Directors, and the public at large.

Component 9

A SCHEDULE WITH THE START AND COMPLETION DATES OF MAJOR TASKS ASSOCIATED WITH THE STUDY

Total estimated project length is 18 months.

Proposed Recycled Water Intertie Project Planning Study Schedule				
	Task Title	Start Date	End Date	Total # Days
1	Solicitation of Consultant to perform Planning Study	6/1/2023	8/30/2023	90
2	Consultant Work	8/31/2023	8/30/2024	365
3	Stakeholder Meetings - OWD and SWA service areas	8/31/2023	2/27/2024	180
4	Target Midcourse Meeting Date with SWRCB Project Manager	2/27/2024	2/27/2024	1
5	Draft RW Study	8/31/2023	8/30/2024	365
6	Final Project Report Prep & Submittal to WRFP PM	8/31/2024	11/29/2024	90

Component 10

A LIST OF POTENTIAL PROBLEMS THAT MAY CAUSE DELAYS OF THE STUDY AND DESCRIPTION OF THE PROPOSED ACTIONS TO REDUCE THE IMPACT OF THESE POTENTIAL PROBLEMS

No problems are currently foreseen that would delay the completion of this study. The project will require a formal competitive selection process to hire a consultant that will perform many of the tasks included in the study scope of work. The study will also involve coordination between OWD and SWA to conduct stakeholder outreach and identification of potential RW conversions sites. Both efforts could require more time than anticipated in the current project schedule, however the schedule can accommodate some delays while still complying with the maximum two-year project completion timeline required for planning grants.

Component 11

IDENTIFICATION OF THE ENTITIES THAT WILL BE CONDUCTING THE STUDY AND DESCRIPTION OF THEIR ROLES. THIS MAY INCLUDE A DESCRIPTION OF PROPOSED SUBCONTRACTS WITH CONSULTANTS OR INTERAGENCY AGREEMENTS WITH OTHER AGENCIES, AND ANY FORCE ACCOUNT WORK

It is anticipated that a consultant team will be contracted with to perform much of the planning study, including the following study components.

- RW Market Assessment (ID of potential users, regulatory requirements, legal issues)
- Project Alternatives Development & Analysis (evaluation of required infrastructure)
- Recommended Project Development (construction, operating and maintenance feasibility analysis)

A Memorandum of Understanding (MOU) between OWD and SWA is currently in development and will be signed by the two agencies to conduct this planning study. As stated in the MOU, the purpose of the RW Intertie Project (seen as Phase I of a two phased effort to expand the use of RW) is to evaluate the potential to increase the use of RW within the service area of both districts by identifying: potential RW users, the infrastructure required, the regulatory requirements and legal issues, and the feasibility of constructing, operating and maintaining RW infrastructure within SWA's service area and expanded use within OWD's service area. Phase II is outside the scope of the Phase I planning study and this application, and is envisioned to include environmental review, design, construction, operation, maintenance, and other requirements of the RW Intertie Project. It is anticipated that Phase II will proceed in the future, dependent upon the outcomes of the Phase I study results.

Component 12

PROPOSED BUDGET FOR THE STUDY, INCLUDING ESTIMATED COSTS OF SPECIFIC TASKS INCLUDING THE RW MARKET ASSESSMENT, ALTERNATIVES DEVELOPMENT AND ANALYSIS, RECOMMENDED PROJECT DEVELOPMENT, DRAFT AND FINAL REPORTS, AND QUALITY CONTROL

The estimated cost to prepare the Recycled Water Intertie Project Planning Study is \$300,000. It is expected that the project will be completed by consultants and OWD/SWA staff. It is understood that the

WRFP program may waive 100% of an applicant's cost share (local match) if the project area is found to meet the defined threshold for a disadvantaged community (DAC) or Severely DAC (SDAC). The combined project area of SWA and OWD includes areas of both severely disadvantaged and moderately disadvantaged communities. However, if overall DAC/SDAC thresholds required to waive local cost share are not met, all planning study costs will be shared equally by OWD and SWA, as stipulated in the MOU. Funds for the study will be allocated from OWD's Operating Budget, and from SWA's Capital Improvement budget. OWD and SWA will each contribute 50% project costs and each will receive 50% of the grant funds. A description of the scope of work that roughly corresponds to the budget is included in the proposed report outline, found in Component #14.

Proposed Recycled Water Intertie Project Planning Study Budget				
	Task Title/Role	Total Project	Local Cost Share	WRFP Grant Request
I	Draft Report	\$270,000	\$135,000	\$135,000
	<i>A. Project Area Info; Water/WW supply characteristics & facilities (districts)</i>	\$10,000		
	<i>B. RW Market Assessment (consultant)</i>	\$40,000		
	<i>C. Treatment Objectives for Reuse (consultant)</i>	\$15,000		
	<i>D. Project Alternatives Development & Analysis (consultant)</i>	\$110,000		
	<i>E. Recommended Project Development (consultant)</i>	\$85,000		
	<i>F. Draft Report Preparation (consultant)</i>	\$10,000		
II	Final Report & Quality Control	\$10,000	\$5,000	\$5,000
III	Project Management	\$20,000	\$10,000	\$10,000
	<i>A. Consultant Solicitation process (districts)</i>	\$5,000		
	<i>B. Consultant Management; Agency coordination; Review of documents; Stakeholder outreach & coordination (districts)</i>	\$15,000		
	TOTAL BUDGET	\$300,000	\$150,000	\$150,000

Note: This is an estimate of costs. Subsections included here may vary, however overall costs that are reimbursable by WRFP grant funds will not exceed total shown here.

Component 13

SOURCES OF FINANCING, AND SOURCES OF FUNDS FOR CASH FLOW UNTIL GRANT REIMBURSEMENT

Funding will come from rate payer fees and will be paid for equally by OWD and SWA.

Component 14

PROPOSED REPORT OUTLINE. THE APPLICANT SHOULD CONSULT APPENDIX B IN THE WRFP GUIDELINES FOR A SUGGESTED OUTLINE AND LIST OF REQUIRED STUDY SUBJECT AREAS

To follow is a proposed outline for the final report.

A. Introduction

B. Project Area

1. Detailed map(s) showing:
 - a. Vicinity.
 - b. Relevant hydrologic (major streams, streams receiving waste discharges), geologic, and topographic features.
 - c. District boundaries.
 - d. Project study area boundary. (provide GIS shapefile of service/study area boundary to Project Manager).
 - e. Wholesale and retail water supply entity boundaries within study area and adjacent to study area.
 - f. Wastewater agency boundaries within and adjacent to study area.
 - g. Groundwater basin boundaries,
 - h. Existing RW distribution pipelines, storage, and users.
 - i. RW facilities alternative, showing approximate locations of distribution pipelines, storage, and potential users.
2. Existing land use, trends, and projected land use.
3. Existing population, trends, and population projections of study area (population projections must be cited from an independent source).

C. Water Supply Characteristics and Facilities

1. Description of all wholesale and retail entities.
2. All sources of water for study area, major facilities, costs (fixed and variable), subsidies, and customer prices.
3. Beneficial uses of receiving waters, degree of use, and portion of flow that is effluent.
4. Capacities of present facilities, existing flows, estimated years when capacities will be reached for existing major components (water treatment plants, major transmission, and storage facilities).
5. Groundwater basins; including quantities extracted by all users, natural and artificial recharge, losses by evapotranspiration, inflow and outflow of basins, and safe yield or overdraft.
6. Water quality of groundwater and surface water.
7. Water use trends, future demands, prices, and costs.
8. Sources for additional water and plans for new facilities (for both the local entity and the wholesalers).

D. Wastewater Characteristics and Facilities

1. Description of entities.
2. Description of existing facilities, including treatment/reuse processes and schematic(s), design criteria, current capacities, current flows, current water quality characteristics and beneficial uses of the water resources affected by the facility, and the current discharge location(s).
3. Wastewater treatment process schematics (existing and proposed) and flows for each stage of treatment (primary, secondary, and tertiary/advanced).
4. Description of current system users (% residential, commercial, industrial, etc.).

5. Water quality of effluent and any seasonal variation.
6. Additional facilities needed to comply with waste discharge requirements.
7. Sources of other problem constituents and control measures.
8. Existing water recycling users, quantities, and contractual arrangements.
9. Existing water rights for use of treated effluent after discharge.
10. Wastewater flow variations, hourly and seasonally.
11. Description of the current asset, operation, and maintenance management systems used at the treatment facilities.

E. Treatment Objectives for Discharge and Reuse

1. Required water qualities for potential uses.
2. Required health-related water qualities or treatment requirements for potential uses, operational and on-site requirements (backflow prevention, buffer zones, dual plumbing, etc.).
3. Wastewater discharge or reuse requirements and anticipated changes in requirements.
4. Water quality-related requirements of the RWQCB to protect surface or groundwater from problems resulting from RW use.

F. RW Market Analysis

1. Description of market assessment procedures.
2. Definition of logical area of expansion based on results of market assessment.
3. Descriptions of all users or categories of potential users, including:
 - a. Type of use;
 - b. Expected annual RW use;
 - c. Peak use;
 - d. Estimated internal capital investment required (on-site conversion costs);
 - e. Necessary water cost savings;
 - f. Desire to use RW;
 - g. Date of possible initial use of RW;
 - h. Present and future source of water and quantity of use;
 - i. Quality and reliability needs; and
 - j. Wastewater disposal methods.
4. Summary tables of potential users and related data.

G. Project Alternative Analysis

1. Planning and design parameters and assumptions:
 - a. Delivery and system pressure criteria.
 - b. Peak delivery criteria.
 - c. Storage criteria.
 - d. Planning period over which a water recycling project is evaluated.
2. Water recycling alternatives to be evaluated:
 - a. Alternative markets:
 - i. Based on different levels of treatment.
 - ii. Based on geographical area.
 - b. Treatment alternatives:
 - i. Alternative levels of treatment.
 - ii. Alternative unit processes to achieve a given level of treatment.

- c. Pipeline distribution alternatives:
 - i. Route alternatives.
 - ii. Pipeline lengths, diameter, and material.
 - iii. Quantity of service laterals and meters to be installed.
- d. Storage alternatives:
 - i. Location, type, and material.
 - ii. Storage analysis using diurnal flows.
- e. Pump/lift station alternatives:
 - i. Provide reason for new pump station and/or upgrades.
 - ii. Describe pump types, proposed well design, and proposed components (i.e. debris structure, SCADA controls, backup power, etc.).
 - iii. Provide flow design criteria (average daily flow, peak hour flow, proposed flow for future growth projections) and pump curves.
- f. Sub-alternatives of each alternative:
 - i. Marginal analysis for selected alternative for certain categories of users or certain geographic areas.
 - ii. Use of water blending during peak irrigation months.
- 3. Non-RW alternatives:
 - a. Discussion of other potentially viable new sources of water.
 - b. Provide economic costs.
- 4. Water conservation/reduction analysis:
 - a. Description of analysis.
 - b. Impact on recycling, if any.
 - c. Recommendation.
 - d. Implementation.
- 5. Pollution control alternatives, if applicable, needed to comply with waste discharge requirements, and possible allocation of costs between recycling and pollution control.
- 6. No project alternative.
- 7. Information supplied for each alternative to include, but not be limited to:
 - a. Cost tables for each alternative with breakdown of costs by total capital (without grants), O&M, unit processes, equivalent annual cost, and per AF cost.
 - b. List of potential users assumed for each alternative.
 - c. Economic analysis in dollars per acre-foot of RW produced or delivered².
 - d. Energy analysis, including direct and construction energy.
 - e. Water quality impacts:
 - i. Effect on receiving water by removing or reducing discharge of effluent, including effect on beneficial uses resulting from reduced flow.
 - ii. Groundwater impacts.

H. Recommended Project Development

- 1. Description of all proposed facilities and basis for selection.
- 2. Preliminary design criteria.
- 3. Cost estimate based on time of construction:
 - a. Selected project alternative total cost.
 - b. Cost index.
 - c. Discount rate.
 - d. Useful life (years).
 - e. Life cycle costs (present worth included O&M costs).

- f. Operations and maintenance yearly costs.
 - g. Replacement costs.
- 4. List of all potential users, quantity of RW use, peak demand, and commitments obtained.
- 5. Reliability of facilities as compared to user requirements.
- 6. Implementation Plan:
 - a. Coordination with water suppliers, determination of RW supplier and needed agreements or ordinances.
 - b. Commitments from potential users and ability and timing of users to join system and make on-site investments.
 - c. Tentative water recycling requirements of RWQCB.
 - d. Water rights impact.
 - e. Permits required for project implementation.
 - f. Detailed schedule including, but not limited to, notice-to proceed, construction completion, initiation of operations, etc.

I. Appendices

- 1. Tables of all abbreviations.
- 2. Copies of letters of interest or intent from RW users, other documentation of support from potential users, or draft letters to potential users regarding interest/intent.
- 3. Draft of RW mandatory use ordinance or model user contract.
- 4. Drafts of necessary agreements, such as wholesale-retail agreement, joint powers agreement, etc.
- 5. Hydraulic calculations, model output summaries, other related conclusion supporting information.

1 The State Water Board website provides two economic analysis models that the applicant may use: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/econ_analysis_tskfrce.shtml

2 If the Project Report will be part of a future CWSRF Construction Application, a comparative environmental analysis is required. It is not necessarily required by the WRF Planning Grant.

Attachment 2

RESOLUTION NO. 4417

A RESOLUTION AUTHORIZING A FINANCIAL ASSISTANCE APPLICATION FOR
A PLANNING GRANT AGREEMENT FROM THE STATE WATER RESOURCES
CONTROL BOARD FOR THE JOINT SWEETWATER AUTHORITY - OTAY WATER
DISTRICT RECYCLED WATER INTERTIE PROJECT

WHEREAS, Otay Water District (OWD) wishes to submit a Financial Assistance Application to the State Water Resources Control Board Water Recycling Funding Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Otay Water District (the "Entity"), AS FOLLOWS:


The General Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a grant agreement from the State Water Resources Control Board for the planning, design, and construction of the Joint Sweetwater Authority - Otay Water District Recycled Water Intertie Project (the "Project").

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the grant agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Otay Water District Board of Directors this 5th day of October, 2022.

Ayes: Directors Keyes, Lopez, Croucher, Robak and Smith
Noes: None
Abstain: None
Absent: None



Timothy Smith, President
Otay Water District

ATTEST:



District Secretary

Attachment 2

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Otay Water District Board of Directors held on October 5, 2022.

Lita Ramos-Villar
Name

District Secretary
Title

CERTIFICATION FOR COMPLIANCE WITH WATER METERING REQUIREMENTS FOR FUNDING APPLICATIONS



Funding Agency Name: State Water Resources Control Board

Funding Program Name: Water Recycling Funding Program

Applicant: Otay Water District

Please check one of the boxes below and sign and date this form.

☐ As the authorized representative for the applicant, I certify under penalty of perjury that the applicant is not an urban water supplier, as that term is understood pursuant to the provisions of section 529.5 of the Water Code.

☒ As the authorized representative for the applicant, I certify under penalty of perjury that the applicant has fully complied with the provisions of Division 1, Chapter 8, Article 3.5 of the California Water Code (sections 525 through 529.7 inclusive) and that the ordinances, rules, or regulations submitted with this certification as listed below have been duly adopted and are in effect as of this date.

I understand that the Funding Agency will rely on this signed certification in order to approve funding and that false and/or inaccurate representations in this Certification Statement may result in loss of all funds awarded to the applicant for its project. Additionally, for the aforementioned reasons, the Funding Agency may withhold disbursement of project funds, and/or pursue any other applicable legal remedy.

Jose Martinez

Name of Authorized Representative
(Please print)


Signature of Authorized Representative

General Manager

Title

2/8/2023
Date

WATER CONSERVATION & WATER MANAGEMENT CERTIFICATION FORM FOR COMPLIANCE WITH DIVISION 6 OF THE CALIFORNIA WATER CODE

REQUIRED FOR ALL WRFP FUNDING APPLICATIONS



Funding Agency Name: State Water Resources Control Board

Funding Program Name: Water Recycling Funding Program

Applicant: Otay Water District

Please check one of the boxes below and sign and date this form.

☒ As the authorized representative for the applicant, I certify under penalty of perjury that the applicant is a water supplier, as that term is understood pursuant to the provisions of the California Water Code and has complied with all applicable provisions of Division 6 of the Water Code.

☐ As the authorized representative for the applicant, I certify under penalty of perjury that applicant is not a water supplier, and the applicant certifies that the water suppliers in its service or project area have complied with all applicable provisions of Division 6 of the Water Code.

I understand that the Funding Agency will rely on this signed certification in order to approve funding and that false and/or inaccurate representations in this Certification may result in loss of all funds awarded to the applicant for its project. Additionally, for the aforementioned reasons, the Funding Agency may withhold disbursement of project funds, and/or pursue any other applicable legal remedy.

Jose Martinez

Name of Authorized Representative
(Please print)

Signature of Authorized Representative

General Manager

Title

2/8/2023

Date