

AGREEMENT FOR OUT OF AREA WATER SERVICE
BETWEEN THE CITY OF FAIRFIELD
AND THE GURU NANAK SIKH TEMPLE

This Agreement is entered as of May 15, 2013, between the CITY OF FAIRFIELD, a municipal corporation in the State of California ("FAIRFIELD"), and the Guru Nanak Sikh Temple, owner of real property APN 0150-260-040 in Solano County, California ("OWNER"), hereinafter referred to as "the parties:"

WITNESSETH:

WHEREAS, OWNER'S property at 2984 Rockville Road in Solano County, California ("the Property") is located in the vicinity of FAIRFIELD (**see Exhibit A – location map and legal description**); and

WHEREAS, the Property is outside the FAIRFIELD City limits; and

WHEREAS, OWNER uses the Property for public gatherings and requires potable water service for this purpose; and

WHEREAS, such use is consistent with uses permitted for the Property under the Solano County General Plan; and

WHEREAS, OWNER's existing well water source has documented bacteriological water quality problems that render the supply unfit for potable use and no other suitable water source is available to meet the needs of the facility; and

WHEREAS, FAIRFIELD has the capability of delivering potable water to a point in the vicinity of the Property; and

WHEREAS, after considering its options, OWNER wishes to obtain potable water from FAIRFIELD to serve the Property for public purposes; and

WHEREAS, FAIRFIELD is willing to serve potable water from FAIRFIELD'S existing system to a point of connection in the vicinity of the Property, provided OWNER is

willing to provide and maintain all other pipelines and facilities needed to deliver such water to the Property and is also willing to abide by the provisions of the FAIRFIELD City Code regarding water service.

NOW, THEREFORE, the parties, for and in consideration of the mutual agreements and covenants contained in this Agreement, do agree as follows:

A. Term

This Agreement shall become effective on the date above entered and shall continue in full force and effect until terminated pursuant to its terms. OWNER may unilaterally terminate this Agreement upon sixty (60) days written notice to FAIRFIELD and upon payment of all outstanding obligations. FAIRFIELD may terminate this Agreement upon OWNER's default in accordance with Paragraph B. 8 below. This Agreement shall also terminate if at any future date the Property, all or in part, is sold to another party or the use of the Property is changed.

B. Duties and Obligations

1. The OWNER shall construct a connection ("the Connection"), shown schematically in **Exhibit B** attached, between the FAIRFIELD potable water system and an OWNER-supplied service pipeline in Rockville Road, or, alternatively, at any other mutually agreeable location. The details of the installation, including but not limited to the manner, materials, workmanship, and timing shall be subject to the approval of the City Engineer.

The Connection is described as follows: The connection shall be made on FAIRFIELD's existing 12 -inch water main located near the intersection of Rockville Road and Oliver Road. It shall consist generally of a direct tap into the main with a 1 ½ -inch connection, a 1 ½ -inch water meter in a standard meter box, and a backflow prevention device, as shown schematically in **Exhibit B**.

OWNER's contractor ("Contractor") shall be responsible for all labor and materials for the Connection. FAIRFIELD will perform a "wet tap" after the Connection fee is paid and the Contractor completes the excavation and it is safe for FAIRFIELD staff to perform the tap. The tap will be billed on a time and material basis. After the water service is installed and the "meter" and "box" fees

have been paid, FAIRFIELD will provide a water meter and box to serve the Property, as shown in **Exhibit B**.

OWNER shall provide the complete Connection at OWNER'S sole cost subject to FAIRFIELD's review, inspection, and approval. OWNER, at its own cost, shall obtain all rights-of-way and access permits, including an encroachment permit from FAIRFIELD, necessary to complete the Connection and provide for operation and maintenance by FAIRFIELD. In addition, as a condition precedent to FAIRFIELD's obligation to connect the Connection to FAIRFIELD's water main, OWNER shall obtain and provide to FAIRFIELD an encroachment permit from Solano County evidencing County approval of the water service line being installed in County right-of-way.

FAIRFIELD shall own, operate, and maintain the water main up to and including the service meter as shown in **Exhibit B**. OWNER shall own, operate, and maintain the rest of the Connection, including backflow devices. OWNER shall paint and maintain, including submission of annual in-place certification, all backflow preventers at the Connection in accordance with FAIRFIELD standards.

2. Prior to the start of construction, OWNER shall pay to FAIRFIELD connection charges equal to the then-current FAIRFIELD connection charges that apply within the FAIRFIELD city limits for a 1 ½ -inch Zone 1 General Service compound meter. These fees are adjusted annually and as of April 1, 2012, these fees are as follows:

1 ½ -inch Connection Fee:	\$28,285
1 ½ -inch Meter Charge:	\$815

3. FAIRFIELD shall provide potable water to OWNER through the domestic service Connection on demand of OWNER up to a maximum flow rate of 34 gallons per minute for the 1 ½ -inch meter. Nothing in this Agreement shall require FAIRFIELD to serve demands through the Connection in excess of 2,500 gallons for any 24-hour period or 50,000 gallons for any month. No water shall be used by OWNER from the 1 ½ -inch connection until the meter has been installed by FAIRFIELD.

The Connection will not include the capacity to provide any Fire Flow to the OWNER's property.

4. FAIRFIELD shall be responsible for monitoring water quality and regulatory compliance up to the Connection. OWNER shall remain responsible for monitoring water quality and regulatory compliance in the OWNER-provided water system serving the Property.
5. OWNER shall pay to FAIRFIELD user charges consisting of (a) a monthly volume charge based on total metered water use and (b) a monthly service charge based on total days in that month. The user charges shall be equal to 1.5 times the then current FAIRFIELD user charges for the General Service user class set by the FAIRFIELD City Code.
6. FAIRFIELD shall bill OWNER monthly or bimonthly, at its option, for the volume and service charges for water service through the Connection. OWNER shall make payment to FAIRFIELD within thirty (30) days. Charges or other penalties for late payments shall be the same as would apply for the General Service user class within the FAIRFIELD city limits.
7. OWNER shall be responsible for any and all costs charged to FAIRFIELD by Solano Irrigation District (SID) for providing potable water service within the SID service area per the terms of the Second Amended Agreement between SID, FAIRFIELD and the Fairfield-Suisun Sewer District dated October 1, 2002. OWNER shall make payment to FAIRFIELD with thirty (30) days.
8. In addition to any other remedies available under law or equity, FAIRFIELD shall have the right to terminate service and this Agreement for: (a) non-payment of user charges that are sixty (60) days or more past due, or (b) default by OWNER in its performance of any other obligation under this Agreement, which default is not cured within thirty (30) days written notice from FAIRFIELD.
9. Unless explicitly stated otherwise in this Agreement, OWNER shall comply with terms of the FAIRFIELD City Code and Municipal Utility Administrative Regulations governing the provision of water service.

10. OWNER shall use water provided pursuant to this Agreement solely on the Property and solely in support of the Guru Nanak Sikh Temple.

C. Severability

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, this agreement shall be null and void. In this eventuality, the parties agree to confer in good faith for the purpose of remedying the defect.

D. Amendment of Agreement

This Agreement may be amended only by a written supplemental agreement executed by the parties.

E. Successors and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of each party. Either party may assign any right or obligation under this Agreement with the written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

CITY OF FAIRFIELD

By [Signature]
City Manager *cm*

Attest:

By [Signature]
City Clerk

Approved as to form:

By [Signature]
City Attorney

GURU NANAK SIKH TEMPLE

By [Signature]
President

Notary Acknowledgement attached


State of California }
County of SOLANO }

On April 1, 2013, before me, A. WILLIAMS, a Notary Public, personally appeared BALDEV SINGH BASRA who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

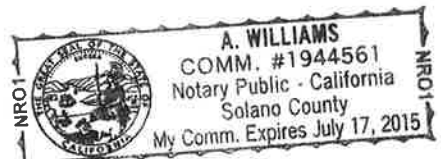
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



State of California }
County of _____ }

On _____, 20____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

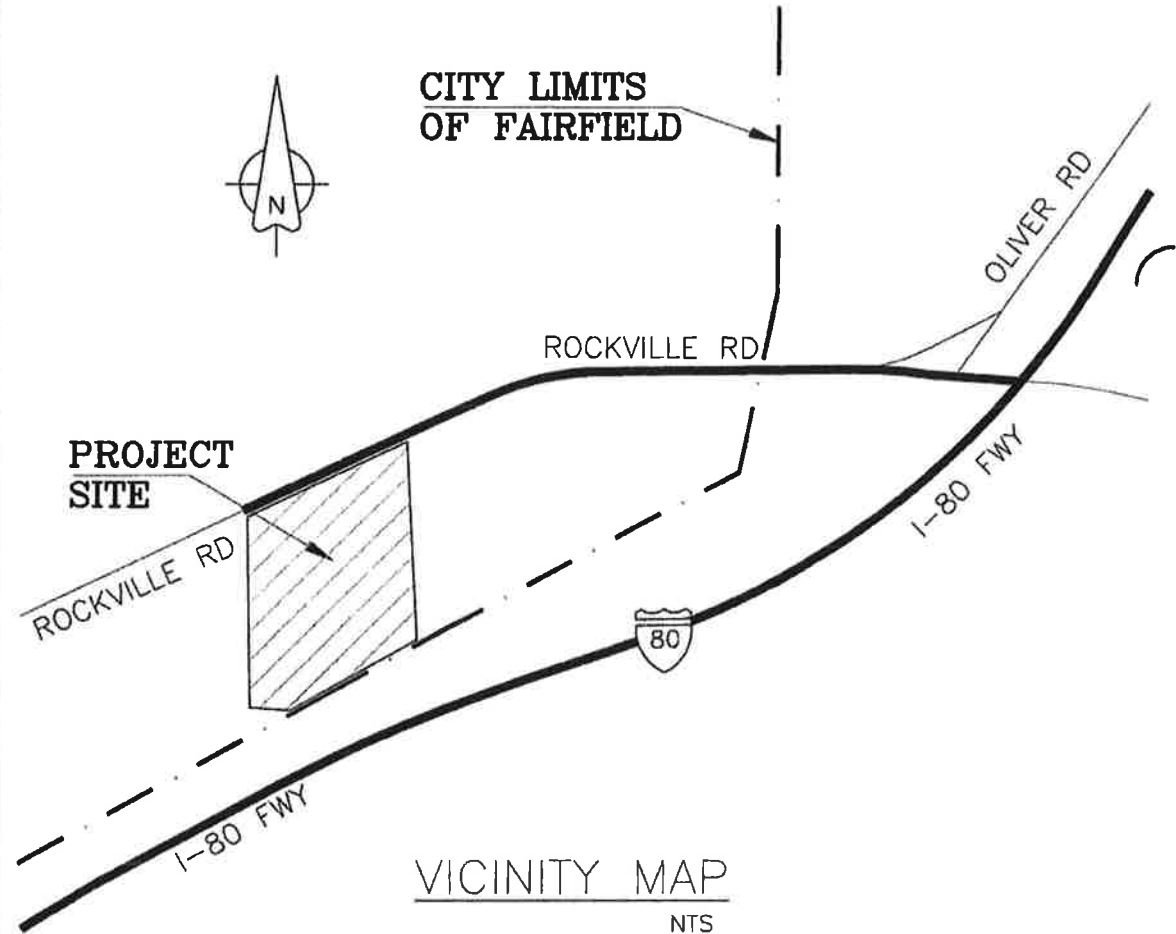
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A



JES ENGINEERING, Inc

2021 Las Positas Court, Ste. 155
Livermore, CA 94551
www.jesengineering.com
925.449.1735
FAX: 925.449.4990

GURU NANAK
SIKH TEMPLE
(GURUDWARA)
2948 ROCKVILLE RD
FAIRFIELD, CA 94534

DRAWING EXHIBIT A

SCALE: NONE

DATE: 03/26/13

DRAWN BY: CL

SHEET 1 OF 3

JOB NO. 12-056