



## MEMORANDUMS OF UNDERSTANDING FOR WASTEWATER AND RETAIL WATER SERVICES

Public Works Department and  
Public Utilities Department

Governmental Affairs Committee

May 1, 2019

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### BACKGROUND

1. Overview of the City's practice for Memorandums of Understanding for Wastewater and Retail Water Service between the City of Riverside and outside agencies;
2. Benefits Riverside because it enables connections of new customers and uses available capacity of infrastructure to increase return on investment; and
3. Common utility industry practice especially in areas that are yet to be fully developed such as the border between Riverside and City of Colton.



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## BACKGROUND

Agreement Party	Service Provided	Termination Clause	Term	Date Executed	Date Terminates	Financial Terms
County (Existing)	Wastewater	Perpetual, Only Terminated Under Mutual Consent	Perpetual	June 22, 2014	Perpetual	Payment of City Capacity Fees + 50%
WMWD (Existing)	Wastewater	Failure of Terms, Availability of City Sewer	Indefinite	March 2017	Upon Connection to City Infrastructure	Payment of WMWD Capacity Fees
Colton (Proposed)	Wastewater	Failure of Terms, Availability of Colton Sewer	20 yrs	TBD	Upon Connection to Colton Infrastructure	Payment of City Capacity Fees + 50%
Colton (Existing)	Retail Water	Failure of Terms or Mutual Consent	20 yrs	August 2018	Upon Connection to Colton Infrastructure	Payment of City Capacity Fees and Commercial Water Rate +50%
Fruit Growers Supply Co.	Retail Water	Perpetual, Only Terminated by Riverside Public Utilities Director	Perpetual	August 1993	Perpetual	Payment of City Capacity Fees and Commercial Water Rate +50%
Trujillo Adobe	Retail Water	Perpetual, Only Terminated by Riverside Public Utilities Director	Perpetual	October 1935 (Service began) August 1993 (Agreement)	Perpetual	Payment of City Capacity Fees and Water Rate +50%

## DISCUSSION

1. Riverside has previously entered into MOU agreements upon being approached by requesting agencies and after staff has thoroughly evaluated infrastructure impacts and system capacity ;
2. The City may consider project location and project impacts including traffic, noise, air pollutants, and construction related impacts when considering utility service agreements;



## DISCUSSION (CONT.)

3. Development often prefers an interim connection to Riverside sewer and retail water service to best serve the project demands; and
4. If wastewater service is not readily available, a development may consider a holding tank which may pose a greater risk to the environment and/or the community.



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## RECOMMENDATIONS

That the Governmental Affairs Committee receive and file this presentation on the City's practice of entering into Memorandums of Understanding for Retail Water Service and/or Wastewater Service with outside agencies.



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