

HEBER PUBLIC UTILITY DISTRICT REPORT TO BOARD OF DIRECTORS

MEETING DATE: December 18, 2025

FROM: Madeline Dessert, General Manager

SUBJECT: Authorize the General Manger to Sign an Agreement with DepCom for Water and Wastewater Services

BACKGROUND

The proposed agreement will allow DepCom to receive water service in accordance with the Heber Public Utility District's established rules, regulations, and rate schedules. Entering into this agreement ensures that water service is formally documented, compliant with District policies, and clearly defines the responsibilities of both parties. The agreement supports continued coordination with DepCom while protecting the District's operational, legal, and financial interests. Approval of this action will allow staff to proceed without delay, ensuring timely service delivery and administrative efficiency. Authorizing the General Manager to sign the agreement is consistent with past District practices and promotes effective management of routine service agreements. Staff recommends approval to maintain continuity of service and uphold the District's commitment to reliable and accountable water operations.

RECOMMENDATION:

1. Authorize the General Manger to Sign an Agreement with DepCom for Water and Wastewater Services
2. Alternative: Do Not Authorize the General Manger to Sign an Agreement with DepCom for Water and Wastewater Services

Respectfully,

Madeline Dessert,
General Manager

TEMPORARY WATER SERVICE AGREEMENT

This Temporary Water Service Agreement (Agreement) is entered into as of the date set forth below, by and between Heber Public Utility District, a public utility district organized under the laws of the State of California, (herein HPUD) and Depcon Power, Inc., a corporation, authorized to do business in the State of California, (herein Depcon).

I. Depcon Power, Inc., desires to obtain water for construction use outside the boundaries of HPUD. Depcon intends to construct a solar field near Holtville, California, and desires to use HPUD water for dust control measures.

II. The term of this Agreement commences on the date set forth below and continues for 18 months, unless earlier terminated pursuant to this agreement. Depcon acknowledges that water service is temporary outside of HPUD's ordinary water service boundaries and subject at all times to availability, system capacity, operational constraints, drought and emergency measures, and applicable law. Nothing contained herein obligates HPUD to provide permanent water service or modify its system to accommodate the purposes of this agreement. Specifically, HPUD does not guarantee uninterrupted service, specific pressure, flow, or volume of water beyond compliance with applicable law and HPUD customs and practices.

III. HPUD's obligation to commence service under this Agreement is conditioned upon:

- A. Customer's execution of this Agreement;
- B. Payment of all deposits, fees and charges identified herein;
- C. Installation, inspection and approval of any meter or other equipment required to provide service under this agreement; and
- D. Receipt of all permits, easements, approvals and consents required under applicable law.

IV. If any regulatory approval is required to approve outside HPUD boundaries, this Agreement is contingent upon obtaining and maintaining such approval (i.e. Imperial County LAFCO). If approval is denied, withdrawn or materially conditioned, HPUD may terminate this Agreement without liability, except for a refund of any prepaid amounts.

V. Depcon shall pay for all water furnished at HPUD's then current rates applicable to outside district or special contract customers, as set forth in HPUD's rate schedule in effect from

time to time and is attached as Exhibit A. Water rates may be adjusted in accordance with applicable law.

VI. Depcon shall pay a non-refundable connection fee of \$150.00, a deposit of \$294.22, and a non-refundable disconnection fee of \$150.00.

VII. HPUD will bill monthly based on meter consumption. Payment is due within 30 days of invoice date. Late payments bear interest up to the maximum allowed by law. Depcon shall pay all reasonable costs of collection including attorney fees. Depcon is responsible for all taxes, assessments and governmental charges applicable to the provision of water and its use hereunder.

VIII. Services are for construction use only, not for resale or delivery to other parties or properties, and not for irrigation.

IX. HPUD may interrupt or reduce water service for maintenance, repairs, capacity constraints, water quality events, or emergencies, with reasonable notice where practicable. HPUD is not liable for any damages arising from any such interruption.

X. HPUD may terminate this agreement, and/or suspend services based on:

A. Depcon's failure to pay undisputed amounts within 10 days after notice of delinquencies;

B. Material breach not cured within 30 days after notice

C. Loss or material change of regulatory approvals

D. Expiration of the term

XI. Depcon may terminate this Agreement upon 60 days' written notice subject to payment of all outstanding charges and costs of disconnection.

XII. Depcon shall indemnify and hold harmless HPUD, its officers, employees and agents from and against all claims, demands, damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, arising out of or relating to Depcon's use of the temporary water service.

XIII. Each party shall comply with applicable law for the subject matter of this agreement. HPUD's fees, rules and policies are incorporated by reference to the extent applicable. Depcon acknowledges that water service outside HPUD's service area may be subject to conditions imposed by Imperial County LAFCO, and Depcon agrees to comply with such conditions.

XIV. All notices under this Agreement shall be in writing and deemed given when delivered personally, or by certified mail, return receipt requested, as follows:

HPUD

DEPCON

XV. Depcon shall not assign this Agreement or transfer provision of water to another project without HPUDs prior written consent, which may be withheld in HPUD's absolute discretion.

XVI. This agreement, including any exhibits, constitutes the entire Agreement of the parties regarding the subject matter and supersedes any prior oral discussions or agreements. This Agreement may be amended only in writing signed by both parties. If any provision of this Agreement is held invalid, the remainder remains enforceable to the extent permitted by law. Each party warrants it has the authority to enter into this agreement, and each signatory has the authority to enter into a binding Agreement for the party it represents.

XVII. This Agreement may be executed in counterparts, including by electronic signature, each deemed an original, and together, constituting one agreement.

Madeline Dessert, General Manager
Heber Public Utility District

Dated: _____

Depcon Power, Inc.

Dated: _____