

Check one: Initial

Existing

Location ID:

Site Number:

TUCSON WATER RECLAIMED WATER USER AGREEMENT

Tucson Water's reclaimed water is a valuable renewable water resource that originates as treated wastewater from the Tucson metropolitan area's wastewater treatment plants. The treated wastewater is then filtered and chlorinated before it is delivered as reclaimed water. It is subject to a variety of federal, state, and local regulations that protect the safety of the public and the integrity of the potable water supply system. This Reclaimed Water User Agreement establishes terms and conditions that apply to the ultimate user of Tucson's reclaimed water, or Customer, and the City Of Tucson.

1. **Place of Use.** Tucson Water will deliver to a meter reclaimed water in accordance with the open access reuse standards established in Tucson Water's ADEQ Reuse Permit. Reclaimed water delivered under this agreement can be stored and used only at the following location:

2. **Resale of Reclaimed Water.** Customer may not resell reclaimed water to any other person or legal entity. Customer is also prohibited from conveying reclaimed water delivered under this Agreement to any other premises or location.

3. **Commodity Rate.** Customer will pay for reclaimed water delivered under this Agreement according to the rate schedule established in the Tucson City Code during the term of this Agreement. If the City establishes rate classifications applicable to reclaimed water, Customer will pay the rate established by the Code that applies to Customer's particular circumstances. If the rate to be paid by Customer is specified by other Agreement(s), such agreements shall be noted in Section 18 below. Nothing herein shall excuse Customer from payment of service or other charges as are applicable to the time, place, or manner of the Customer's reclaimed water service and delivery.

4. **Costs of Customer.** The City's reclaimed water distribution system commonly terminates after the meter. Customer is solely responsible for any private delivery system costs, including the initial construction cost of valve stations for automated control of storage facilities by Tucson Water arising out of Customer's use of reclaimed water and from the construction, maintenance or operations of the private reclaimed water delivery system on Customer's property.

5. **Compliance with Regulations.** Customer agrees to obey any state, federal, and local laws, regulations, and standards that may apply to Customer's use of reclaimed water during the term of this Agreement. Such laws, regulations, and standards may include:

- requirements and restrictions governing use of reclaimed water
- application methods that reasonably preclude certain kinds of human contact with reclaimed water
- control of access to the reclaimed water, its delivery system, and the area of storage and use
- requirements to prevent reclaimed water from standing on open areas during normal periods of use
- requirements to prevent reclaimed water from coming into contact with drinking fountains, water coolers, or eating areas
- requirements to identify certain components on the reclaimed water delivery system, including the installation of purple pipe, and to provide public notices that reclaimed water is used on Customer's premises
- reporting any off-site discharges of reclaimed water to Tucson Water and ADEQ

6. **Hose Bibs.** Unless Customer has a recorded User Agreement for this site dated prior to 1/1/97, Customer agrees to remove any existing hose bibs and agrees not to install hose bibs on any component of the private reclaimed water delivery system.
7. **Signs.** Upon the commencement of reclaimed water service, the City will provide Customer with an appropriate number of signs to inform the public that reclaimed water is used on Customer's premises. Customer shall post such signs at all entrances to the premises where reclaimed water is used. Customer may also be responsible for posting other signs that may be required under the State of Arizona's Administrative Code or that may be established by City of Tucson regulation. Customer will be responsible for the maintenance and replacement of reclaimed water signs.
8. **Backflow Prevention.** Customer will install a reduced pressure backflow assembly on all potable water services at the site, as required by City Ordinance, before receiving reclaimed water service from the City. Customer is responsible for the maintenance and testing of all backflow protection.
9. **Thermal Expansion Control.** Customer agrees to install and maintain any thermal expansion control, as may be required by the adopted Uniform Plumbing Code.
10. **Toilets.** Customer acknowledges that reclaimed water can be used for toilet flushing only in non-residential buildings. Customer also acknowledges that variations in reclaimed water system pressure may affect the operation of toilets and that reclaimed water may not be odorless and may discolor fixtures. In addition to all other conditions of reclaimed water use, Customer agrees to comply with the requirements listed in the Uniform Plumbing Code as adopted by the City of Tucson, including annually conducting the cross-connection test described therein in the presence of a Tucson Water Cross-connection Control Specialist.
11. **Inspection.** Customer agrees that the City of Tucson or any other public agency with the authority to verify compliance with reclaimed water use regulations may inspect Customer's premises to verify compliance with the applicable reclaimed water use regulations. Customer further acknowledges the responsibility to inform, notify, and request inspection and approvals from various agencies, including Tucson Water, City of Tucson Development Services, and Pima County permitting agencies, for certain activities relating to the construction, maintenance, and operation of its private reclaimed water delivery system, including, but not necessarily limited to, materials, construction, facility testing, violations, and emergency situations.
12. **Plans.** Customer acknowledges that it has the responsibility to maintain a copy of the conceptual plans of the on-site reclaimed water system at the premises on which reclaimed water is being used. These plans will show the locations of the property lines, all structures on the site, reclaimed water lines, and turn-off valves.
13. **Potential Disruption of Service.** Customer accepts the possibility that the City may be required to disrupt reclaimed water services to Customer's premises due to emergency conditions, peak demands, or planned system maintenance. Customer shall be responsible for any damage that may be caused to Customer-owned facilities by such disruptions.
 - When there is an unforeseen emergency relating to the City's Reclaimed Water delivery system, The City may terminate deliveries of reclaimed water without notice. When notice of an emergency is given, Customer agrees to reduce or cease usage of reclaimed water service upon the City's request.
 - In order to accommodate peak demand periods or planned maintenance of its reclaimed water system, the City shall provide Customer with twenty-four (24) hour notice of the need to cease reclaimed water usage altogether, or to reduce the volume of reclaimed water used. Upon being provided such notice, customer will alter its reclaimed water usage according to the City's request.

14. **Site Testing Requirement.** Customer understands that all reclaimed water sites, except residential sites, must be inspected and tested annually by a certified Reclaimed Water Site Tester registered with Tucson Water. Residential sites must be inspected and tested every five (5) years.

15. **Lease (Rental) of Property.** Customer agrees that all leases of the premises described herein shall be in writing, and must be made expressly subject to this Agreement.

16. **Transfer of Property.** Should Customer sell the premises described herein or otherwise transfer the financial responsibility for the premise's reclaimed water bills, Tucson Water shall not be obligated to provide reclaimed water to any subsequent owner or user of the premises unless any successors sign a new Reclaimed Water User Agreement and meet all other conditions of reclaimed water use. Customer will close its account with Tucson Water and pay fees or charges incurred by Customer before the disposition of Customer's property is effective.

17. **Termination of Service.** Customer acknowledges that reclaimed water may be discontinued for failure to comply with the terms and conditions of this agreement.

18. **Other Agreements.** Unless expressly listed below, this Agreement constitutes the complete and entire Agreement between the parties. If applicable, list other Agreements:

ATTEST:

Customer/Authorized Agent (Signature)

Date

Customer/Authorized Agent (Printed Name)

Customer email address

APPROVED AS TO FORM:

City Attorney

Tucson Water Director/Authorized Signature

Date