

Location ID _____

Site Number _____

**TUCSON WATER
RECLAIMED WATER USER AGREEMENT**

Tucson Water's reclaimed water is a valuable renewal 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 Buyer, 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.** Buyer may not resell reclaimed water to any other person or legal entity. Buyer is also prohibited from conveying reclaimed water delivered under this Agreement to any other premises or location.
3. **Commodity Rate.** Buyer 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, Buyer will pay the rate established by the Code that applies to Buyer's particular circumstances. If the rate to be paid by Buyer is specified by other Agreement(s), such agreements shall be noted in Section 17 below. Nothing herein shall excuse Buyer from payment of service or other charges as are applicable to the time, place or manner of Buyer's reclaimed water service and delivery.
4. **Costs of Buyer.** The City's reclaimed water distribution system commonly terminates after the meter. Buyer 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 Buyer's use of reclaimed water and from the construction, maintenance or operations of the private reclaimed water delivery system on Buyer's property.

5. **Compliance with Regulations.** Buyer agrees to obey any state, federal, and local laws, regulations, and standards that may apply to Buyer'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 access 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 delivery system, or to provide public notice that reclaimed water is used on Buyer's premises
 - reporting any off-site discharges of reclaimed water to Tucson Water and ADEQ.
6. **Hose Bibs.** Buyer specifically agrees not to install hose bibs or utilize existing 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 Buyer with an appropriate amount of signage to inform the public that reclaimed water is used on Buyer's premises. Buyer shall post such signs at all entrances to the premises where reclaimed water is used. Buyer may also be responsible for posting other signage that may be required under the State of Arizona's Administrative Code that may be established by City of Tucson regulation. Buyer will be responsible for the maintenance and replacement of reclaimed water signage.
8. **Backflow Prevention.** Buyer 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. Buyer is responsible for the maintenance and testing of all backflow protection.
9. **Thermal Expansion Control.** Buyer agrees to install and maintain any thermal expansion control, as may be required by the adopted Uniform Plumbing Code.
10. **Toilets.** Buyer acknowledges that reclaimed water can be used for toilet flushing only in non-residential buildings. Buyer 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, Buyer 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.** Buyer agrees that the City of Tucson or any other public agency with the authority to verify compliance with reclaimed water use regulation may inspect Buyer's premises to verify compliance with the applicable reclaimed water use regulations. Buyer 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.** Buyer 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.** Buyer accepts the possibility that the City may be required to disrupt reclaimed water service to Buyer's premises due to emergency conditions, peak demands, or planned system maintenance. Buyer shall be responsible for any damage that may be caused to Buyer-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, Buyer 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 Buyer 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, Buyer will alter its reclaimed water usage according to the City's request.
14. **Lease (Rental) of Property.** Buyer agrees that all leases of the premises described herein shall be in writing, and must be made expressly subject to this Agreement.
15. **Transfer of Property.** Should Buyer sell the premises described herein or otherwise transfer the financial responsibility for the premises' 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 and assigns sign a new Reclaimed Water User Agreement and meet all other conditions of reclaimed water use. Buyer will close its account with Tucson Water and pay any fees or charges incurred by Buyer before the disposition of Buyer's property is effective.
16. **Termination of Service.** Buyer acknowledges that reclaimed water service may be discontinued for failure to comply with the terms and conditions of this agreement.
17. **Other Agreements.** Unless expressly listed below, this Agreement constitutes the complete and entire Agreement between the parties. If applicable, list other Agreements:

ATTEST:

City Clerk	Authorized Officers or Agents for Buyer/User (Signature)	Date
	Authorized Officers or Agents for Buyer/User (Printed Name)	

APPROVED AS TO FORM:

City Attorney	Tucson Water Director/Authorized Signature	Date
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