

## APPENDIX 5: CHAPTER 5 APPENDICES

---

- 5A: Sample User Agreement for Reclaimed Water
- 5B: Application for Reclaimed Water Service
- 5C: Sample Interruption of Service Notification Forms



## 5A: Sample User Agreement for Reclaimed Water





# CITY OF YELM

## WATER RECLAMATION FACILITY

### USER AGREEMENT

---

This Agreement sets forth the terms of provision of reclaimed water by the City of Yelm ("**City**") to \_\_\_\_\_ ("**End User**"), collectively known as "Parties", effective on the last date written below.

#### RECITALS

- A. City owns and operates a water reclamation facility and produces Class A reclaimed water, as defined in the Water Reclamation and Reuse Standards, Chapter 90.46 RCW, and related laws, regulations and guidance.
- B. End User is owner or lessor of property at (Address) \_\_\_\_\_, (Parcel number) \_\_\_\_\_; described as \_\_\_\_\_. See property location map and legal description attached as **Exhibit A** and incorporated by reference herein.
- C. End User wishes to purchase reclaimed water for beneficial use at its property or leased premises. See site plan showing proposed location or actual location of reclaimed water facilities on the property, attached as **Exhibit B** (provided by user) and incorporated by reference herein.
- D. End User has completed design or construction of its reclaimed water system. See design of reclaimed water system, attached as **Exhibit C** (provided by user) and incorporated by reference herein.
- E. End User has designated the following person as its **contact person** for day-to-day operations and maintenance of reclaimed water facilities:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Name of person to whom City should address **correspondence**, if different:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

## AGREEMENT

In recognition of the foregoing and the mutual benefits to the Parties, City agrees to provide reclaimed water and End User agrees to use and pay for reclaimed water according to the terms and conditions in this End User Agreement (Agreement), as set out below.

### 1. Term of Agreement

The term of this Agreement is for a period of **5 years**, commencing on the last date affixed hereunder, and ending on \_\_/\_\_/\_\_, unless terminated earlier as provided for herein.

### 2. Delivery of Reclaimed Water

The City will deliver reclaimed water to the meter shown in Exhibit B. It is End User's responsibility to maintain its own reclaimed water facilities, including meter, consistent with applicable regulations and this Agreement. In the case of tanker trucks, the City will deliver reclaimed water at the following approved location: \_\_\_\_\_.

### 3. Quantities

- a. Instantaneous Flow Rate. End User will install a flow control valve or comparable device and ensure that use of reclaimed water does not exceed a maximum flow rate of \_\_\_\_\_ gpm.
- b. Annual Quantity. End User's maximum annual use of reclaimed water shall not exceed \_\_\_\_ acre-feet as follows: *[Insert seasonal or monthly limitations]*.

The City will make reasonable efforts to supply this amount of reclaimed water to End User's meter on an annual basis. It is the End User's responsibility to maintain its annual use within the authorized quantity.

- c. Time of Use. The End User shall use reclaimed water on *(select odd or even)* days. The End User will establish and implement an irrigation plan including installation of an irrigation controller or comparable device to insure that the User does not exceed the annual quantity to maximize conservation benefits. Irrigation use will be maintained within the time limitation for daily use established in the irrigation plan, or as notified by City. For Tanker Trucks or other use, see Exhibit \_\_\_\_.

### 4. Irrigation Use

For irrigation use, the End User will use reclaimed water as follows: *[Insert specific irrigation terms and conditions]*.

The End User will establish and implement an irrigation plan approved by the City to insure that the End User does not exceed the annual authorized quantity, meet other terms and conditions of use, and maximize conservation benefits. If increased conservation is deemed necessary by the City, City will notify irrigation End User of more stringent requirements and End User agrees to implement those requirements.

**5. Service Pressure**

The City will make reasonable efforts to provide reclaimed water to End User at a service pressure of 70 psi +/- 10 psi, as measured at the meter, at a flow rate established in this Agreement. It is the responsibility of the End User to make improvements within its own system and adjust its operations to insure pressures are adequate to meet its needs. The City is not liable for any alleged harm to End User caused by pressures that End User deems to be inadequate.

**6. Purpose of Use**

The End User is authorized to use reclaimed water solely for the following purpose(s):

*[Insert type(s) of use.]*

**7. Place of Use**

- a. End User will use reclaimed water solely at \_\_\_\_\_, on the land described in Exhibit A.
- b. Tanker truck End Users may deliver reclaimed water only to sites within the City’s Urban Growth Area, as that area may change from time to time.
- c. Irrigation will be in zones with design flows that do not exceed the maximum authorized flow rate.
- d. Notices will be posted that reclaimed water is in use \_\_\_\_\_, as follows:

*[Insert types of signs, number of signs, spacing of signs, texts or colors, etc.]*

*[Provide information if signs are available at City Public Works Dept.]*

**8. Rates and Charges**

End User will pay the City 80% of the potable water Tier 1 block rate for the quantity of reclaimed water used during the City of Yelm utility billing period. Reclaimed water billed quantity will be based on readings at the reclaimed water meter. The block rate and charges for reclaimed water based on the block rate may be modified from time to time. *[Note other charges that may apply.]*

**9. Service Limitations and Suspension**

The City may suspend or restrict reclaimed water delivery including but not limited to specifying the time of use or the amount of use if the City determines that such suspension, restriction or limitation is in the public interest and necessary to the preservation and protection of the public health, safety, and welfare. Such determination will be within the sole discretion of the City. City will make reasonable efforts to notify End User of service limitations or restrictions in advance; however, in emergent circumstances, advance notice may not be possible. In the event of suspension or interruption of reclaimed water service, City will not provide potable make-up water to the End User, unless City Administrator, in her or his sole discretion, determines that providing potable water to the End User is in the public interest. If such a determination is made, the City will supply potable water at two (2) times the applicable tiered potable water rate as measured through the reclaimed water meter. The City shall have the right to terminate the potable supply provided in substitution for reclaimed water at its sole discretion, without notice.

## 10. Amendment

The City reserves the right to amend this Agreement as needed to fulfill its permit requirements and to protect the public health, safety and welfare. The Parties may also amend the Agreement by a writing signed by both Parties.

## 11. Right of Entry / Inspection

End User grants the City and the State of Washington, and their employees, agents, representatives and contractors, access to End User's property or leased premises, for installation or inspection of facilities, verification of use and other purposes necessary to ensure that reclaimed water use is consistent with this Agreement and applicable state laws and regulations. The City will attempt to conduct such entry during regular business hours. In emergency situations, or as deemed necessary to insure compliance, entry may be made outside regular business hours. Entry may be made with or without notice.

## 12. Violation

Violation of this Agreement or applicable laws and regulations by End User may result in discontinuation of reclaimed water service to End User and penalties and other enforcement actions under the Yelm Municipal Code and other local, state and federal laws and regulations.

## 13. Termination

The City may terminate this Agreement with three (3) months' advance written notice; or without notice, if End User violates the terms of this Agreement or applicable laws or regulations. In the event of termination of reclaimed water service, City is under no obligation to supply potable water in substitution for reclaimed water.

## 14. Reclaimed Water Quality

- a. Water Quality. The City produces Class A reclaimed water. It makes no other representations, or warranties, express or implied, concerning the quality of the reclaimed water.
- b. Unauthorized Use and Access. End User agrees not to use reclaimed water for potable or sanitary purposes or any other use not expressly authorized by this Agreement. End User agrees not to make reclaimed water accessible or available to its employees, licensees or the general public for unauthorized use.

## 15. Hold Harmless

The parties acknowledge that it is impossible to anticipate all events that may occur which would prevent or limit City's ability to deliver reclaimed water to the End User pursuant to this Agreement. End User agrees to defend, indemnify, and hold harmless City, its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character, including the cost of defense thereof, including attorney fees, arising out of or relating to provision of reclaimed water by City to End User.

## 16. No Property Interest Created

No interest in real or personal property, including water rights, is created by this Agreement.



**17. Compliance with Laws**

End User has received information about current laws and regulations from the City of Yelm. The City will make reasonable efforts to apprise End User of changes in applicable laws and regulations. However, it is End User's sole responsibility to maintain its reclaimed water facilities and use in conformity with applicable laws and regulations, which may change from time to time.

**18. Reporting**

End User shall report any and all violations to the City immediately upon discovery by telephone call to:

Name: \_\_\_\_\_ at  
Phone: \_\_\_\_\_

*[Insert other reporting requirements.]*

**19. Additional Terms and Conditions**

Additional terms and conditions of use of reclaimed water by End User are attached as **Exhibit D** and incorporated by reference herein.

**20. Miscellaneous Provisions**

- a. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.
- b. Entire Agreement. This document contains the entire Agreement of the parties.
- c. Full Force and Effect. If any portion of this Agreement is deemed unenforceable, invalid or illegal, all portions of this Agreement not so identified shall remain in full force and effect.
- d. Headings. The captions of this Agreement are for identification purposes only, and are not intended to express the Parties' intent with respect to this Agreement or its terms.
- e. Assignment and Sale. End User may not sell, assign or transfer End User's interest in this Agreement to another person or entity. End User may not sell or transfer reclaimed water to another person or entity without City's express written approval.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by the signatures of their authorized representatives, subscribed below.

**City of Yelm**

By: \_\_\_\_\_

Title: Public Works Director

Date: \_\_\_\_\_

**End User**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If End User leases premises, signature of Owner of location of use is required below.

Agreed and Approved:

By: \_\_\_\_\_

Title: \_\_\_\_\_



CITY OF YELM  
RECLAIMED WATER USER AGREEMENT  
PROPERTY LOCATION MAP TEMPLATE

To be filled in by Applicant.

CITY OF YELM RECLAIMED WATER SYSTEM  
POINTS OF CONNECTION AND POTABLE WATER HOT-BOX LOCATIONS








USER:

PARCEL NUMBERS:

UNIQUE FEATURES:

SCALE:

LEGEND

- |   |                     |   |                    |
|---|---------------------|---|--------------------|
|  | POINT OF CONNECTION |  | EXIST. WATER METER |
|  | WATER HOT-BOX       |  | EXIST. IRR. METER  |
|  | EXIST. WATER VALVE  |  | AREA SERVED        |
|  | EXIST. BLOW-OFF     |   |                    |



## 5B: Application for Reclaimed Water Service





# APPLICATION FOR RECLAIMED WATER SERVICE

Route to Stephanie Ray, Project Manager, 105 Yelm Avenue W, Yelm, WA 98597

Date Received: \_\_\_\_\_ Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant Contact Phone Number: \_\_\_\_\_

City of Yelm Business License Number or Thurston County Assessor's Parcel Number for a property within the City of Yelm's UGA: \_\_\_\_\_

If the application is for a tanker truck, what is the purpose and location of use: \_\_\_\_\_  
\_\_\_\_\_

Provide address or location of intended use of reclaimed water: \_\_\_\_\_  
\_\_\_\_\_

## Attach site map of the use area.

Describe the planned future land use on the use area: \_\_\_\_\_  
\_\_\_\_\_

What is the area of the use site, in square feet: \_\_\_\_\_

Desired term of agreement: \_\_\_\_\_

Volume of reclaimed water desired per year: \_\_\_\_\_ (acre feet or gallons)

Desired pumping rate: \_\_\_\_\_ (gallons per minute)

Desired water pressure: \_\_\_\_\_ (pounds per square inch)

Under penalty of law, I certify that the information I have provided is true to the best of my knowledge.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The City will review this application to verify the availability of reclaimed water to serve this request. If the preliminary review of this application indicates reclaimed water may be available to serve the intended use, the City will request additional information from you.

If, for example, the intended use for reclaimed water is irrigation, you will need to provide an irrigation plan which clearly shows the area where you intend to irrigate and the type of plants or vegetation. Special moisture sensitive automated shut-off valves, a reduced pressure back-flow prevention device (RPBP), an irrigation plan that demonstrates overspray will not leave your property is a sample of the type of information required. A report to go along with the plan must be provided to include a computation of your Normal Agronomic Rate for irrigation (per U.S. Department of Agriculture standards), that supports the amount of water requested in this application.

The City will provide you a detailed list of the additional material you will need to provide. The amount of detail will depend on the intended use.

**Intended use of reclaimed water (Check all that apply)**

Use Category	Specific Use
<input type="checkbox"/> Non-Food Crop Irrigation	Trees, fodder, fiber crops, seed crops, sod, commercial ornamental plants, dairy animal pastures
<input type="checkbox"/> Food Crop Irrigation	Spray irrigation for all food crops, surface irrigation for food crops where reclaimed water does not contact the edible portion of the plant, root crops, orchards, vineyards, or any food crops where there is sufficient physical or chemical processing to destroy all pathogenic agents.
<input type="checkbox"/> Landscape Irrigation	Restricted access areas (e.g. cemeteries or freeway landscapes), open access areas (e.g. golf courses, parks, play grounds, school yards, and residential areas)
<input type="checkbox"/> Impoundments	Landscape impoundments, restricted and unrestricted recreational impoundments
<input type="checkbox"/> Fish Hatchery Basins	Unique use
<input type="checkbox"/> Decorative Fountains	Unique use
<input type="checkbox"/> Sanitary Sewer Flushing	Unique use
<input type="checkbox"/> Street Cleaning	Street sweeping (brush dampening), and washing (spray)
<input type="checkbox"/> Washing of Yards, Lots, and Side Walks	Unique use
<input type="checkbox"/> Dust Control	Dampening unpaved roads and other surfaces
<input type="checkbox"/> Soil Dampening for Compaction	Construction site, landfills, and similar sites
<input type="checkbox"/> Water Jetting for Consolidation of Backfill Around Pipelines	Pipelines for reclaimed water, natural gas, sewage, storm drainage, and electrical conduits
<input type="checkbox"/> Fire Fighting and Protection	Aircraft drops, hydrants, and sprinkler systems
<input type="checkbox"/> Toilet and Urinal Flushing	Unique use
<input type="checkbox"/> Ship Ballast	Unique use
<input type="checkbox"/> Washing Aggregate for Concrete	Unique use
<input type="checkbox"/> Industrial Boiler Feed	Unique use
<input type="checkbox"/> Industrial Cooling	Any use that may or may not result in the creation of mists or aerosols
<input type="checkbox"/> Industrial Process	Any use that may or may not result in the exposure of workers to reclaimed water



## 5C: Sample Interruption of Service Notification Forms





# City of Yelm

## *Sewer Department*

*931 N.P. Road*

*Mail:*

*105 Yelm Ave. W*

*Yelm, WA 98597*

DATE:

(Name of contact)

(Name of entity)

Contact Address

City, State, zip

Re: RW Production Shutdown

Dear:

The City of Yelm Water Reclamation Facility has been forced to shut down production of Reclaimed Water for the following

reason: \_\_\_\_\_

Please know that we are doing everything we can to rectify the situation as quickly as possible. In the meantime, State and Federal laws prevent us from distributing and allowing use of reclaimed water. We have shut down production and stopped distribution. Please do not use or allow use of reclaimed water during this period. We will inform you in writing as soon as we are able to distribute Reclaimed Water again.

If you have any questions, Please do not hesitate to call the Reclamation Facility at (360) 458-8411 option 4.

Thank You,

James R. Doty

Facility Manager

City of Yelm Water Reclamation Facility



# *City of Yelm*

---

## *Sewer Department*

*931 N.P. Road*

*Mail:*

*105 Yelm Ave. W*

*Yelm, WA 98597*

June 12, 2012

To: All Reclaimed Water Customers

Re: Reclaimed Water Production Being Restarted

Dear Customers,

The City of Yelm Reclaimed Water Process has been brought back to within the parameters/limits required by our NPDES Permit and is ready to restart distribution of the Reclaimed Water.

If you desire to have your Reclaimed Water Service reinstated, please contact Yelm City Hall at (360) 458-3244, or in person to have your service reinstated.

Thank you for your patience.

James R. Doty

Plant Manager

City of Yelm Sewer Dept.