

CLASS A RECLAIMED WATER SERVICE AGREEMENT

END USER: The Port of Olympia

CONTACT PERSON: Jack Merrigan **TITLE:** Buildings & Grounds Supervisor

PHONE NO.: 360.239.3577 **EMAIL:** jackm@portofolympia.com

ADDRESS: 915 Washington St. NE, Olympia WA 98501

TERMS AND CONDITIONS OF SERVICE

The End User identified in this Service Agreement, in receiving Class A Reclaimed Water from the City of Olympia (City) under this Service Agreement, does hereby agree to the following Terms and Conditions for the use of Class A Reclaimed Water:

DEFINITION

“Class A Reclaimed Water” means reclaimed water that meets Washington State Class A Reclaimed Water criteria established in Washington State reclaimed water regulations found at RCW 90.46 and WAC 173-219, as currently defined, or as Class A Reclaimed Water may be defined in the future.

1. Use of Reclaimed Water

End User is authorized to use Class A Reclaimed Water upon signing this Service Agreement under the terms and conditions described in this Agreement:

- a. **Use Area(s)** or location(s) of use as described here and shown on **Exhibit A:** Port Peninsula
- b. **Intended Use(s):** Landscape irrigation, irrigation of non-commercial garden plots, flow augmentation for a non-restricted recreational/educational impoundment, and industrial wash-down facilities.
- c. **Period of Use:**
 - Year-round
 - Temporary: From (date) _____ to (date) _____
 - Other: Annually during irrigation season, typically April – October.

2. Quantity of Reclaimed Water

When available from LOTT Clean Water Alliance (LOTT), the City will provide Class A Reclaimed Water to the End User as follows:

- a. Minimum Quantity (gallons per day): 10,000
- b. Maximum Quantity (gallons per day): 75,000

Continued provision of reclaimed water depends on supply provided by LOTT Clean Water Alliance to the City and may be subject to change. When reclaimed water is available from LOTT sufficient to serve the minimum quantity established in this Section and the City cannot provide that water, potable water may be used to make up at least the minimum quantity at the price established in Section 3, providing the potable water system is adequately protected against cross-connections with the reclaimed water system as determined by the City.

3. **Price of Reclaimed Water**

Class A Reclaimed Water rates are set forth in Chapter 4 of the Olympia Municipal Code (OMC).

4. **General Use and Use Area Requirements**

- a. Standard notification signs required by the City must be posted in all Class A Reclaimed Water Use Areas.
- b. Backflow prevention assemblies must be installed, maintained, and tested in accordance with the City's current cross-connection control plan.
- c. All reclaimed water piping and appurtenances shall be color-coded purple, taped purple, or otherwise marked to identify the source of the water as being reclaimed water, consistent with Washington State reclaimed water regulations and the Uniform Plumbing Code.
- d. Reclaimed water use, including runoff and spray, shall be confined to the Use Area(s) designated in this Service Agreement.
- e. All End User personnel using reclaimed water must complete appropriate training in the requirements for the Intended Use(s) of the reclaimed water. This training requirement may be met by: 1) familiarizing personnel with the Terms and Conditions of this Service Agreement; and 2) discussing written materials provided by the City with personnel or attending orientation provided by LOTT or City staff. All training activities shall be documented and available to the City upon request. Training logs shall be maintained to show the most recent 5 years of training.
- f. Users of reclaimed water for irrigation must ensure the irrigation system(s) is in good working order, maintained regularly, and kept free of leaks. Sprinkler heads must be set to apply reclaimed water to the irrigated area at no more than the appropriate agronomic rate(s), and to avoid runoff or standing reclaimed water. Sprinkler heads must be adjusted to avoid application of reclaimed water to impervious surfaces.
- g. The reclaimed water distribution system(s) and Use Area(s) shall be maintained to ensure that all equipment associated with the reclaimed water system operates correctly and reliably at all times.

5. **Restrictions on Use**

- a. Class A Reclaimed Water provided under this Service Agreement shall not be sold, leased, gifted, transferred, or conveyed to any other premise or Use Area(s), except to a direct tenant located in the Use Area(s) identified in this Service Agreement, without prior written approval by the City, which shall not be unreasonably denied.
- b. Class A Reclaimed Water may be used only as specified in this Service Agreement. Any change in the use or quantity of reclaimed water specified in Sections 1 or 2 of this Service Agreement must be specifically approved by an Amendment to the Agreement.
- c. Class A Reclaimed Water shall not be used for human consumption or in the preparation of foodstuffs or other products intended for human consumption.
- d. Class A Reclaimed Water shall not be discharged or released to any surface water body or stormwater collection or conveyance facility.
- e. All locations served with both potable water and reclaimed water shall be provided with appropriate cross-connection control on the potable water service as determined by the City.

6. **Temporary Interruption of Supply**

In case of emergency repairs or other necessary work, or whenever public health or safety so demands, the City may temporarily discontinue the supply of Class A Reclaimed Water for

reasons outlined in OMC 13.24. The City shall insofar as practicable, notify all reclaimed water customers affected when temporary service interruptions occur. The City shall not be responsible for any damage resulting from interruption or change of the reclaimed water supply, or for any damages incurred by the End User arising out of the use or transport of the reclaimed water.

7. **Disclaimer, Indemnity, and Hold Harmless**

- a. To the extent permitted by law, the End User shall hold harmless, indemnify, and defend the City whether acting as a separate municipal entity or as a member of LOTT, and LOTT separately, from any claims, suits, actions, losses, penalties, judgments, or awards for damages of any kind arising out of or in connection with the use of Class A Reclaimed Water provided under this Service Agreement, except to the extent arising out of the negligence or other fault of the City or LOTT.
- b. User will not take any action that would interfere with the City's agreement to comply with LOTT's permit and all applicable federal, state, and local laws, regulations, and standards that govern the generation and delivery of Class A Reclaimed Water.

8. **Termination**

- a. Class A Reclaimed Water service may be terminated without cause upon thirty (30) days written notice by the City; provided, however, that if the City terminates Class A Reclaimed Water service without cause prior to the expiration of five (5) years from the date of this Service Agreement, the City will provide potable water to the End User in the same quantities and prices set forth in Section 3 above until five (5) years from the date of this Service Agreement.
- b. Termination for violation of the requirements described in Section 9b below voids the City's obligations under this Section 8a.

9. **Compliance with Laws Governing Reclaimed Water**

- a. The End User's use of Class A Reclaimed Water will meet all applicable requirements contained in Washington State reclaimed water regulations and Ordinance No. 6874, Chapter 13.24 of the OMC, as amended from time to time, or contained in any successor standards or ordinances.
- b. Failure to correct deficiencies or improper use in a timely manner could lead to violation(s) which may result in the termination of Class A Reclaimed Water service under this Service Agreement. The City shall notify the End User in writing and provide a reasonable opportunity and time frame for the End User to correct the noncompliance before terminating service.

10. **References**

- a. LOTT's Permit – National Pollutant Discharge Elimination System Waste Discharge and Reclaimed Water Permit No. WA0037061 issued by State of Washington Departments of Ecology and Health to LOTT Clean Water Alliance, effective October 1, 2011, and future amendments and renewals as issued.

END USER:

I, the undersigned, do hereby affirm that I have the legal authority to enter into this Service Agreement for Class A Reclaimed Water service on behalf of the End User identified above, that I have read the Terms and Conditions specified in this Service Agreement and references herein, and that the End User identified above agrees to and shall be bound by said Terms and Conditions for the use of reclaimed water as specified in this Service Agreement and the references herein:

By: EBCalligan, Executive Director  05/10/2017
Printed Name and Title Signature Date

CITY OF OLYMPIA:

By: _____ _____ _____
Printed Name and Title Signature Date

Approved As To Form:

By:  3/24/2017
Deputy City Attorney Date

EXHIBIT A
Port Peninsula

