



Environmental Utilities
Recycled Water Division
 2005 Hilltop Circle
 Roseville, California 95747

Application for Recycled Water Service

Applicant Name: _____

Applicant Address: _____

Billing Address (if different from above): _____

Billing Telephone: _____

Site Recycled Water Supervisor Name: _____

Site Recycled Water Supervisor Address: _____

Site Recycled Water Supervisor Telephone: _____

Site Owner Name (If different from Applicant): _____

Site Owner Address: _____

Site Owner Telephone: _____

By signing this application, Applicant and Site Owner (hereinafter collectively referred to as "USER") expressly agree to use recycled water in accordance with the provisions of Title 14, Chapter 14.17 of the Roseville Municipal Code ("RMC") and the RMC provisions referenced therein, and the following Terms and Conditions for Recycled Water Operations, Use and Service mandated by RMC section 14.17.070(C) and set forth in Exhibit A, attached hereto and incorporated herein by reference. Failure to follow such provisions and terms shall be cause for termination of recycled water service to USER's site.

In accordance with RMC sections 14.17.040(A), USER shall include a scaled drawing and written description delineating the proposed recycled water use area; the proposed location, size of street adjacent or nearest to the recycled water use area; the proposed use or uses of recycled water; and any other information deemed necessary by the Director of Environmental Utilities. Any USER that must construct on-site recycled water facilities, as that term is defined in RMC section 14.17.020, shall submit appropriate plans, specifications and record drawings for on-site recycled water facilities as required in RMC section 14.17.130.

Applicant Signature: _____ Date: _____

Name and Title (Printed): _____

Site Owner Signature: _____ Date: _____

Name (Printed): _____

- Site Owner's signature is mandatory.

For City Internal Use Only

Customer Site ID#: _____

Meter Size: _____

Cross Connection Control Test Pass Date: _____

Cross Connection Control Tester Name: _____

Terms and Conditions for Recycled Water Operations, Use and Service

1. **Provision of Recycled Water Service.** Recycled water is being provided to USER for commercial landscape and irrigation purposes only (hereinafter "Approved Use"). CITY will supply USER with disinfected tertiary recycled water compliant with State of California, Department of Public Health Regulations, Title 22 of the California Code of Regulations and other applicable federal, state and/or local laws and regulations. CITY's recycled water deliveries will occur throughout periods of drought, however, USER understands and agrees that service may be interrupted due to catastrophic events, equipment failure and/ or regulatory agency orders. USER agrees that the CITY shall not be responsible or liable for any suspension in service, or failure to supply, recycled water, or for any damage, or injury to person or property relating to the provision of recycled water. USER agrees to defend, indemnify and hold the CITY harmless from any and all claims, injuries, liability, or damages which may arise out of an interruption in service, or any damage, or injury to person or property resulting from the provision of recycled water, except those matters arising from the CITY's sole active negligence
2. **USER's Obligations:**
 - a. USER shall design and construct the recycled water system in compliance with the provisions of Title 14, Chapter 14.17 of the Roseville Municipal Code ("RMC") and CITY's Recycled Design and Construction Standards, as may be amended from time to time, all of which are incorporated herein by reference.
 - b. USER shall use recycled water in compliance with all local, state and federal laws and regulations including, but not limited to, the City's Master Reclamation Permit from the California Regional Water Quality Control Board ("RWQCB") and all directives and/or orders issued by RWQCB or any other regulatory agency; the Master Engineering Report; Title 14, Chapter 14.17 of the RMC; and the City's Rules and Regulations for the Use of Recycled Water, as may be amended from time to time, all of which are incorporated herein by reference.
 - c. USER agrees to pay all rates, charges, fees, costs and penalties identified in Title 14, Chapters 14.04, 14.08 and 14.17 of the RMC relating to recycled water, and agrees to pay monthly utility bills for recycled water in accordance with the provisions of Title 14, Chapters 14.04, 14.08 and 14.17 of the RMC, as applicable. USER agrees to maintain USER's irrigation system consistent with The City of Roseville's Design and Construction Standards, including, but not limited to, the CITY's Standards for On-Site Recycled Water Systems, as may be amended from time to time, all of which are incorporated herein by reference. USER further agrees to maintain all records of system repair and maintenance for a period of five (5) years and to permit CITY representatives to view such records. Any agreement between USER and a third party for management or landscape system maintenance shall not in any way relieve USER of any obligation, term or condition of this agreement. USER agrees to inform third parties and to require and be responsible for their compliance with USER's obligations set forth herein.
 - d. USER agrees to designate a Recycled Water Site Supervisor, as that term and its attendant responsibilities are defined in RMC sections 14.17.020 and 14.17.150, for USER's premises, including but not limited to the Recycled Water Use Area. USER agrees to have the Site Recycled Water Supervisor and any successors attend the required Recycled Water Site Supervisor Training performed by the CITY on a regular basis. USER agrees to provide the CITY with a twenty-four (24) hour emergency contact number for the Recycled Water Site Supervisor and USER further agrees to notify the CITY within two (2) weeks if a change to the Recycled Water Site Supervisor is made.
 - e. USER agrees that USER must obtain the CITY's prior written approval, following the CITY's inspection, before USER may make any changes or modifications to USER's recycled water system.
 - f. USER agrees to notify the CITY immediately if any of the following occurs:
 - (1) Cross-connection between the recycled water system and any other water supply
 - (2) Failure of USER's recycled water system causing a discharge of recycled water to the storm drain system or surface waterway.
3. **Access:** USER grants the CITY access/right of entry to USER's premises where recycled water is being utilized for the following purposes:
 - a. Inspection of all new construction of recycled water facilities at USER's expense.
 - a. Inspection for compliance with these "Terms and Conditions for Recycled Water Operations, Use and Service."
 - b. Inspection and testing for cross-connections at USER's expense.
4. **Prohibitions:** USER understands and agrees that the following are expressly prohibited:
 - a. Cross connections between the USER's recycled water system and any other water supply.
 - b. Conversion of irrigation systems utilizing recycled water to potable water.
 - c. Changes or a modification to USER's recycled water system with the receipt of prior written approval from the CITY.
5. **Signage:** All Areas of Recycled Water Use that are accessible to the public shall be posted with signage that conforms to the mandatory requirements of Title 22 of the California Code of Regulations, Division 4, Chapter 3, Article 4, section 60310(g).
6. **Breach and Enforcement.** USER understands and agrees that the failure to comply with these Terms and Conditions for Recycled Water Operations, Use and Service shall give rise to all of the remedies available to the CITY as provided in Title 14, Chapters 14.04, 14.08 and 14.17 of the RMC, in addition to any other remedies provided at law.
7. **Attorneys' Fees and Governing Law:** In any action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees. Any action arising out of this agreement shall be brought in Placer County, California, regardless of where else venue may lie. This agreement shall be governed by and construed in accordance with the laws of the State of California.

Successors and Assigns: Assignment of the rights and obligations of this agreement are expressly prohibited without first obtaining the CITY's express, written consent and approval by those with requisite authority. However, owners of non-residential property served by the CITY may assign responsibility for the payment of recycled water bills incurred for service, including recycled water service, to such property to the owner's tenants or lessees. Notwithstanding the forgoing, owners of non-residential properties shall remain ultimately responsible for all other conditions of use or recycled water.