Appendix 7-5

Reclaimed Water End User Agreement with Port of Olympia (May 2005)
CLASS "A" RECLAIMED WATER SERVICE AGREEMENT

END USER: Port of Olympia
CONTACT PERSON: Andrea Fontenot       PHONE NO.: 360.528.8000
ADDRESS: 915 Washington Street NE, Olympia, Washington, 98501

TERMS & CONDITIONS OF SERVICE

1. Use of Reclaimed Water
   a. Location of Use(s): The area known as the Port peninsula, and illustrated on Exhibit 1.
   b. Intended Use(s): Irrigation, flow augmentation for a non-restricted recreational/educational impoundment, dust control, and industrial wash-down facilities by the End User.
   c. Period of Use: End User shall begin using Class A Reclaimed Water upon signing this agreement, conversion of the End User’s irrigation system, and availability of Class A Reclaimed Water. End User shall use good faith to complete the conversion of its irrigation system prior to or during the 2005 irrigation season, and will use at least that quantity necessary to irrigate End User’s landscaping at agronomic rates.

2. Quantity of Reclaimed Water: Class A Reclaimed Water will be provided by the City as follows:
   a. Minimum Quantity: 4,000 gallons per day
   b. Maximum Quantity: 90,000 gallons per day

3. Price of Reclaimed Water:
   a. For up to 4,000 gallons per day during May-September of any calendar year, based on monthly meter readings, for flow augmentation within the recreational/educational impoundment: $0.00; and
   b. For all amounts for the recreational/educational impoundment in excess of the amount set forth in (a) above, and for all amounts for any other use: 70 percent of the irrigation rate set forth in OMC 4.24.010.A.7.a except as provided in Section 7 below.

4. Restrictions on Use: Class A Reclaimed Water provided under this Service Agreement shall not be used in any place or manner except as specified in the “Location of Use(s)” and “Intended Use(s)” designations above, without written approval of the City, which shall not be unreasonably denied.
   a. Class A Reclaimed Water shall not be used for human consumption or in the preparation of foodstuffs or other products intended for human consumption.
   b. Class A Reclaimed Water shall not be discharged or released to any surface water body or stormwater collection or conveyance facility, unless said water body or facility is a
non-restricted recreational impoundment or a created beneficial use and treatment wetland, as shown in Exhibit 2.

c. Class A Reclaimed Water shall not be sold, conveyed, gifted, or otherwise transferred to any other party.

5. **Interruption or Change of Supply:** In case of emergency repairs or other necessary work, or whenever the public health or safety so demands, the City may change, reduce, or limit the time for, or temporarily discontinue the supply of, Class A Reclaimed Water. Before so changing, reducing, limiting or discontinuing the supply of Class A Reclaimed Water, the City shall, insofar as practicable, notify all water consumers affected. The City shall not be responsible for any damage resulting from interruption or change of the Class A Reclaimed Water supply, or for any damages incurred by the End User arising out of the use or transportation of the Class A Reclaimed Water.

6. **Disclaimer, Indemnity, and Hold Harmless:** 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 the LOTT Alliance, from any claims, suits, actions, losses, penalties, judgments, 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.

7. **Termination:** This agreement shall have a term of one year, and shall automatically be renewed from year to year unless terminated pursuant to this Section. 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 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 Agreement. Termination for violation of the requirements described in Section 8.b below shall not trigger the City’s obligations under this Section 7.

8. **Compliance with Laws Governing Reclaimed Water:**
   a. The City agrees that it will comply with all applicable federal, state, and local laws, regulations and standards governing the generation and delivery of Class A Reclaimed Water.
   b. The End User’s use of Class A Reclaimed Water will meet all applicable requirements contained in the Water Reclamation and Reuse Standards, issued by the Washington State Departments of Health and Ecology, and Ordinance No. 2571 Chapter 13.24 of the Olympia Municipal Code, including those listed on the back of this Agreement, as amended from time to time, or contained in any successor standards or ordinances.
   c. Representatives of the City and Washington State Departments of Ecology and Health shall be granted access to any facilities or service locations for purposes of inspection and
compliance with local and state regulations governing the use of Class A Reclaimed Water. End User shall permit access at reasonable times and upon reasonably advance notice, except in cases of emergency.
d. Violations of these Terms and Conditions or of State standards and regulations may result in termination of Class A Reclaimed Water Service under this Service Agreement.

9. **Third Party Beneficiary**: The LOTT Alliance shall be considered a third party beneficiary under this agreement.

10. **Other terms and conditions**: The City shall own and be responsible for operation and maintenance of purple pipe starting at the intersection of Marine Drive and extending onto End User’s property. End User shall prominently display interpretive signage, developed jointly by the City and End User, at the recreational/educational impoundment.

_I, the undersigned, do hereby affirm that I have the legal authority to enter into this Agreement for the Class A Reclaimed Water service on behalf of the End User identified above, that I have read the terms and conditions specified in this 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 such water as specified in this Agreement and the references herein:_

PORT OF OLYMPIA

By: 

, Executive Director

Date: 7/22/05

CITY OF OLYMPIA:

By: Mark Foutch, Mayor

Date: 5/17/05

APPROVED AS TO FORM:

By: Bob C. Sterbank, City Attorney
CLASS A RECLAIMED WATER
DEFINITION AND USE REQUIREMENTS

DEFINITION

“Class A Reclaimed Water” means reclaimed water that meets State Class A Reclaimed Water criteria established in the Washington State Water Reclamation and Reuse Standards (Standards), as they may be amended from time to time. “Reclaimed Water” has the same meaning as provided in RCW 90.46.010(4) of the Reclaimed Water Act, as it may be amended from time to time.

CHANGES IN ALLOWABLE USES

Class A Reclaimed Water may be used only for the purposes specified and at the service location(s) identified in this Service Agreement. Any extension or change in use and/or in location of use must be specifically approved by an Amendment to this Service Agreement.

GENERAL USE AND USE AREA REQUIREMENTS

1. Standard notification signs provided by the City] must be posted in all Class A Reclaimed Water use areas, consistent with the Standards.
2. Backflow prevention devices must be installed and maintained.
3. All Reclaimed Water piping, valves, outlets and other appurtenances shall be color-coded purple, taped purple, or otherwise marked to identify the source of the water as being Reclaimed Water, consistent with LOTT’s Permit and state Standards.
4. Reclaimed Water use, including runoff and spray, shall be confined to the areas designated in this approved Service Agreement.
5. The “Contact Person” designated on the front of this agreement shall ensure that all personnel using reclaimed water complete training in requirements for appropriate use of the Class A Reclaimed Water. This training requirement may be met by: 1) familiarizing them with the terms of this service agreement, and 2) providing written materials provided by the City and discussing them with the employee(s).
6. Irrigation users must ensure that their irrigation systems are in good working order, maintained regularly and kept free of leaks, and are set so that reclaimed water is applied appropriately to the landscape, to avoid excessive puddling or runoff. Sprinkler heads should be adjusted regularly to avoid application of water to impervious services.
7. At all times, the distribution system(s) and use area(s) shall be maintained to ensure that all equipment is kept in a reliable operating condition.

REFERENCES
