



RECYCLED WATER SERVICE APPLICATION AND AGREEMENT

Public Works Services
 1400 Broadway Street
 Redwood City, CA 94063
 (650)780-7464

CUSTOMER INFORMATION				
Date:				
Name of Applicant:			Email:	
Site Address:				
Billing Address:			Billing Phone:	
City:		State:		ZIP Code:
SITE OWNER INFORMATION <i>(if different from above)</i>				
Site Owner Name:			Email:	
Address:			Phone:	
APPLICATION TYPE <i>(check one)</i>				
<input type="checkbox"/> Retrofit	<input type="checkbox"/> New Development, <i>Facility Description:</i>			
USES <i>(check all that apply)</i>				
<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Flushing of Toilets and Urinals [†]	<input type="checkbox"/> Soil Compaction		
<input type="checkbox"/> Wash-down*	<input type="checkbox"/> Water Features*	<input type="checkbox"/> Commercial laundry [†]		
<input type="checkbox"/> Construction	<input type="checkbox"/> Dust Control*	<input type="checkbox"/> Backfill Consolidation		
<input type="checkbox"/> Window Washing*	<input type="checkbox"/> Mixing Concrete ** [†]			
<input type="checkbox"/> Fire Sprinklers [†]	<input type="checkbox"/> Car Washing** [†]			
<small>* subject to use conditions</small>			<small>† requires Dual Plumbed Engineering Report prior to approval</small>	
<p><i>By signing this application, Applicant, and Site Owner (herein collectively referred to as "APPLICANT") agree to use recycled water in accordance with the provisions of Chapter 38, Article VII of the City of Redwood City Municipal Code and the approved uses in this application, and agree to the City's Recycled Water Terms and Conditions, attached to this application and incorporated by reference herein.</i></p>				
Applicant Signature:			Date:	
Name and Title:				
<p><i>If Applicant is a tenant or property manager of the site which will receive recycled water, Applicant represents and warrants that the Applicant is authorized by the owner or governing authority to secure utility services for the property.</i></p>				
Site Owner Signature:			Date:	
FOR INTERNAL USE ONLY				
Received By:		Date:		Dual Plumbed: <input type="checkbox"/> Y <input type="checkbox"/> N
Approved By:		Date:		
Customer Site #:		Billing Code:		Anticipated Date of Connection:
Account #(s):			DDW Approval Date:	

Recycled Water Terms and Conditions

1. Use of Recycled Water: Recycled water is being provided by the City of Redwood City ("City") to APPLICANT for the approved uses in this Application and Agreement.
2. Waiver and Release: APPLICANT agrees that it is responsible for proper design, construction, installation, operation, and maintenance of its recycled water facilities for its intended recycled water use, including compliance with all applicable federal, state, and local laws and regulations. To the fullest extent provided by law, APPLICANT, for itself, its assigns and successors in interest, hereby fully waives, releases and discharges the City, its City Council, officers, agents, officials and employees from any and all claims, liens, demands, causes of actions, actions, debts, damages and liabilities, including attorney's fees and costs ("Claims") related to, caused by or arising from work performed pursuant to this Application and Agreement or the delivery or use of recycled water. This waiver and release includes all Claims whether at this time known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent. APPLICANT expressly waives and relinquishes any and all rights and benefits under Civil Code section 1542 with respect to this waiver and release. Section 1542 reads as follows:
 A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
3. Indemnification: APPLICANT agrees to defend, indemnify and hold harmless the City, its City Council, officers, agents, officials and employees from and against all claims, damages, losses, expenses and liability, including but not limited to personal injury and

property damage claims, arising out of or related to any work performed by APPLICANT pursuant to this Application and Agreement or the delivery or use of recycled water, except where caused by sole negligence or willful misconduct of City.

4. Retrofits and New Development:
 - a. The APPLICANT is responsible for the cost of retrofitting existing systems.
 - b. The City will waive connection fees for retrofitting existing irrigation systems.
 - c. For a new development or non-irrigation systems APPLICANT is responsible for connection fees and facilities retrofit costs.
5. Price: Pursuant to City Council Policy as stated in Resolution No. 15546, and as may be amended metered accounts within the Redwood City Service Area that connect to recycled water will receive a discount on monthly water utility bills beginning with the first billing period following connection to recycled water as follows
 - a. For the years one (1), two (2), and three (3) after connection:
 - i. Irrigation accounts will receive a 25% discount.
 - ii. Non-Irrigation accounts will receive a 40% discount
 - b. For the year four (4) after connection:
 - i. Irrigation accounts will receive a 20% discount.
 - ii. Non-Irrigation accounts will receive a 30% discount
 - c. For the year five (5) after connection:
 - i. Irrigation accounts will receive a 15% discount.
 - ii. Non-Irrigation accounts will receive a 20% discount
 - d. For the year six (6) and all subsequent years after connection:
 - i. Irrigation accounts will receive a 10% discount.
 - ii. Non-Irrigation accounts will receive a 10% discount
 - e. The discount will be applied to the prevailing water rates and charges, as set by the City, published by the Finance Department, and which may be amended from time to time.
6. Backflow prevention: City will provide initial backflow prevention testing at no cost to APPLICANT. APPLICANT will bear the cost of installation for backflow prevention assemblies and annual performance testing, repair and replacement.
7. Cross-Connection Testing: The APPLICANT is responsible for hiring a Cross-Connection Control Specialist Certified through the CA-NV Section of the AWWA to perform initial and subsequent cross-connection control tests. Cross-connection control tests shall be observed by Public Works staff. The City reserves the right to conduct the cross-connection control test and recover the costs to conduct the test from the APPLICANT.
8. Health Standards: Recycled water is strictly regulated by the state and City agrees to deliver recycled water to APPLICANT that meets State of California, Division of Drinking Water regulations, Title 22, California Code of Regulations requirements for disinfected tertiary recycled water, and other applicable federal, state, local laws and regulations. Silicon Valley Clean Water disinfects, filters, and tests all recycled water to remove contaminants and meet the high quality tertiary standards.
9. Plant material protection: APPLICANT is advised to have the site inspected by a horticulturalist, who will assess and document plant and soil conditions and the site's apparent adaptability to recycled water. Please see City's "Landscape's Guidelines for Use of Recycled Water" and recommended plant list for more information.
10. Term of use: APPLICANT agrees to use recycled water on the project site from the date of commencement of recycled water service. Similar to the City's drinking water service, if the APPLICANT is replaced by another owner or tenant, this Application and Agreement will remain in effect for the succeeding owners or tenants. APPLICANT shall notify the City of any change in ownership at least 30 days before such change.
11. Interruptions: Recycled water will be available year-round. However, APPLICANT understands and agrees that just as with drinking water service, recycled water service may be interrupted due to catastrophic events, equipment failure or regulatory agency orders. APPLICANT agrees to defend, indemnify, and hold the City harmless from all claims, damages, losses, expenses and liability, including but not limited to personal injury and property damages claims, arising out of or related to any interruption in service.
12. APPLICANT responsibilities: APPLICANT must operate and maintain the recycled water system commencing at the discharge side of the City-owned water meter, in accordance with City requirements found in the "Redwood City Customer Guidelines for Recycled Water Use," which are available on the City's website.
 - a. City access for testing: APPLICANT consents to periodic visits from City personnel to inspect and test pipes, fittings or irrigation systems is to ensure the system is operated and maintained properly. This may include cross-connection tests, backflow prevention assembly tests and irrigation system inspection.
 - b. Site Supervisor Training: APPLICANT's Site Supervisor must complete mandatory training before commencement of service and must maintain and operate the system, perform periodic monitoring, including completion of a monthly self-inspection and written reports to the City. APPLICANT will notify City as soon as possible, but in no event less than 30 days from a change in personnel, when a Site Supervisor is replaced. The replacement Site Supervisor must complete training within 120 days.
 - c. Notification to City. APPLICANT must inform the City within 72 hours prior to performing any work on the site that will affect the recycled water system. APPLICANT must notify the City immediately, but in no event later than 24 hours, in the event of a water line break, spill, cross connection, fluctuation in pressure or major change in water quality.
 - d. Signage. APPLICANT must permit the City to install appropriate outdoor signage notifying the public of the recycled water facilities. Indoor signage must be installed and maintained by the APPLICANT
 - e. No cross-connections. APPLICANT will not permit recycled water pipes to be connected to any other water service or piping. APPLICANT agrees to always use purple pipe or pipe that is labeled for recycled water for repairs and system improvements.
 - f. Irrigation times. APPLICANT shall only irrigate with recycled water between the hours of 9:00 PM and 6:00 AM. If the APPLICANT must irrigate outside of these hours, it shall be done manually and the system shall never be left unattended when being used outside of this schedule.
 - g. Irrigation Rules. APPLICANT agrees to ensure that continuous runoff onto sidewalks and streets and ponding during irrigation does not occur. APPLICANT should use a sprinkler timer to water in shorter intervals and multiple cycles to allow water to soak into soil.
 - h. Records. APPLICANT will maintain all records for system maintenance for a period of 5 years and allow City representative to review such records.
 - i. Enforcement. City shall take all actions necessary to enforce this Application and Agreement, including the attached Recycled Water Terms and Conditions, and ensure compliance with all applicable regulations.
13. Successors and Assigns: All of the terms, provisions and conditions of this Application and Agreement shall be binding upon and inure to the benefit of the APPLICANT and City and their respective successors and assigns.