

**RECLAIMED WATER FOR IRRIGATION  
USER AGREEMENT**

**Between**

**City of El Paso's Water Utility  
Public Service Board**

**And**

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## **TABLE OF CONTENTS**

1.	RECITALS.....	1
2.	DEFINITIONS.....	1
3.	AREA OF USE .....	2
4.	BENEFICIAL USE STANDARD.....	2
5.	MONITORING AND REPORTING .....	3
6.	DELIVERY OF RECLAIMED WATER .....	3
7.	RECEIPT AND APPLICATION OF RECLAIMED WATER/POTABLE WATER....	4
8.	QUALITY OF RECLAIMED WATER .....	4
9.	RECLAIMED WATER USE REQUIREMENTS.....	5
10.	RECLAIMED WATER SUPERVISOR .....	5
11.	ON-SITE FACILITY MODIFICATIONS.....	6
12.	NOTIFICATION OF PUBLIC AND TO TCEQ .....	6
13.	PRICE AND PAYMENT FOR USE OF RECLAIMED WATER .....	6
14.	PERMISSION TO ENTER .....	7
15.	INDEMNITY.....	7
16.	ENFORCEMENT .....	7
17.	GENERAL CONDITIONS.....	8
18.	TERM AND TERMINATION .....	9

## **EXHIBITS**

Exhibit A. Application Areas (2 sheets)

Exhibit B. Application for Reclaimed Water (2 sheets)

Exhibit C. Reuse Water for Irrigation– Designation of  
Reclaimed Water Supervisor (1 sheet)

Exhibit D. Special Reclaimed Water Use Requirements (1 sheet)

Exhibit E. EPWU-PSB Rules and Regulations No. 12 (14 sheets)

STATE OF TEXAS        )  
                                  ) RECLAIMED WATER FOR IRRIGATION USER AGREEMENT  
COUNTY OF EL PASO )

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of El Paso's Water Utility Public Service Board (PSB) and \_\_\_\_\_  
\_\_\_\_\_(User).

**1.     RECITALS**

**WHEREAS**, the El Paso region's naturally occurring potable water supply is limited and therefore, water conservation is a primary concern; and

**WHEREAS**, USER owns, operates and maintains certain landscaped areas that USER desires to irrigate with reclaimed water supplied by the PSB and the reclaimed water will replace USER's potable water for landscape irrigation and will allow the PSB and the USER to conserve potable water; and

**WHEREAS**, the El Paso Water Resource Management Plan encourages for increased usage of reclaimed water as appropriate and where feasible so as to preserve the El Paso region water supply; and

**WHEREAS**, the PSB through PSB Rules and Regulations No. 12 has established standards for the beneficial use of reclaimed water; and

**WHEREAS**, the parties desire to enter into an Agreement to supply reclaimed water to USER for landscape irrigation under the terms and conditions hereinafter set forth.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

**2.     DEFINITIONS**

Definition of Terms: As used in this Agreement, the following terms shall have the following meanings:

- A. "Commission" means the Texas Commission on Environmental Quality (TCEQ).
- B. "El Paso" means the City of El Paso, Texas.
- C. "El Paso Water System" means the distribution lines, treatment plants, reservoirs, pump stations, mains, residential and commercial connections, and any other parts or components which comprise the public water and wastewater system of El Paso, which is managed and operated by the Public Service Board.

- D. "Potable Water" means water meeting the requirements of the Texas Department of Health for human consumption and other domestic uses.
- E. "PSB" means the independent Board of Trustees, which, under Article 1115, Vernon's Annotated Civil Statutes, and Ordinance 752, as amended, has been entrusted with the complete management and control of the water and wastewater system of the City of El Paso, known as El Paso Water Utilities, in the city and county of El Paso, Texas.
- F. "Reclaimed Water" means wastewater that is under the direct control of the treatment plant owner/operator which has been treated to a quality suitable for beneficial use.
- G. "TAC" means the Texas Administrative Code.
- H. "TDS" means Total Dissolved Solids.
- I. "TWDB" means the Texas Water Development Board.
- J. "USER" means the person or entity utilizing treated wastewater for agricultural, domestic, commercial or industrial purposes but does not originally treat the domestic wastewater.
- K. "Wastewater" means water containing waste, including grey water, black water, or water contaminated by waste contact, including process-generated and contaminated rainfall runoff.

Any other words or phrases relating to the use of reclaimed water herein, shall have the same definitions as those given under 30 TAC, Chapter 210 "Use of Reclaimed Water" (30 TAC, §210.3).

**3. AREA OF USE**

USER shall use reclaimed water supplied by the PSB on irrigated landscape located within a total of approximately \_\_\_\_ acres which Site is more fully described in Exhibit "A" which is attached hereto and made a part of this Agreement for all purposes.

**4. BENEFICIAL USE STANDARD**

The PSB intends to promote the beneficial use of reclaimed water and compliance with State (30TAC210) regulations for the application of reclaimed water. Users applying reclaimed water shall maintain landscapes to meet the following minimum criteria:

- A. User shall maintain sites with a vegetative cover in a fair condition.
- B. User shall apply an "appropriate" amount of reclaimed water to "adequately" maintain a vegetative cover in "fair" condition. Users shall not

apply an excessive amount of reclaimed water and only apply a sufficient amount to meet the required water needs plus an appropriate leaching fraction to minimize buildup of salinity.

- C. User shall maintain soil, irrigation, and management practices to avoid ponding or runoff of reclaimed water.

**5. MONITORING AND REPORTING**

The User and PSB will conduct periodic monitoring for the purpose of ensuring that the beneficial use standards in Section 4 of this Agreement are being met at reclaimed water irrigated sites. The PSB will provide monitoring reports annually to Users addressing any needed improvements to comply with the beneficial use standards listed in this Agreement and the PSB Rules and Regulations No. 12.

**6. DELIVERY OF RECLAIMED WATER**

- A. The PSB shall deliver reclaimed water from a meter or meters owned and maintained by the PSB. The PSB does not guarantee to deliver water to USER at any specific operating pressure. The approximate location of the reclaimed water meter is shown on Exhibit "A". The approximate static service pressure is \_\_\_\_ psi at the meter.
- B. If by reason of Force Majeure, the PSB shall be rendered unable wholly or in part to carry out its obligations under this Agreement to deliver reclaimed water, it shall not be required to deliver reclaimed water, and its failure to deliver reclaimed water in accordance with the terms and conditions of this Agreement, shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, power failures, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, the partial or entire failure of the El Paso Water System, unsuitable reclaimed water quality; or other causes. Nothing herein shall be construed to enlarge the duty or liability of the PSB beyond that imposed by law.
- C. Delivery of reclaimed water is subject to the Water Service Conditions of PSB Rules and Regulations No. 1, Section VII-D, and to the standard for application and contract for service, attached hereto as Exhibit "B". User agrees to accept such conditions of water pressure or service as may from time to time exist and to hold the Utility, the City of El Paso and/or its Public Service Board harmless on account of damage, if any, caused by low or high pressure, fluctuations of pressure or interruptions or curtailment of service. Where the static water pressure at the meter exceeds 80 pounds per square

inch, the customer should, for his own protection and at his own expense, install a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer.

**7. RECEIPT AND APPLICATION OF RECLAIMED WATER/POTABLE WATER**

- A. This Section shall become effective as soon as the PSB is able to deliver reclaimed water to the Site. The PSB, through its General Manager will give USER at least thirty (30) days written notice of its intent to commence delivery of reclaimed water to the USER.
- B. USER agrees to receive, accept and apply reclaimed water supplied by the PSB only for irrigation of USER's landscaped areas identified in Section 3. USER shall control and be responsible for the application of reclaimed water to the Site in accordance with the beneficial use standard in Section 4 of this Agreement, all applicable laws and regulations, including those in 30 TAC, Chapter 210, and PSB Rules and Regulations.
- C. The El Paso Mandatory Water Conservation Ordinance shall apply unless a variance from those provisions is granted by the PSB. Provided that reclaimed water is available for irrigation use, the use of reclaimed water will not be curtailed due to the imposition of drought management plans. User agrees to an irrigation schedule as requested by PSB to serve the site.
- D. USER's agreements with a third party for the management of the Site shall not in any way relieve USER of compliance with the terms of this Agreement.

**8. QUALITY OF RECLAIMED WATER**

The reclaimed water delivered to USER by the PSB shall be of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with 30 TAC, Chapter 210. USER understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of USER's normal potable water supply and that a possibility exists that USER's turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. USER UNDERSTANDS AND AGREES THAT THE PSB MAKES NO WARRANTIES AS TO THE QUALITY OF THE RECLAIMED WATER BEYOND THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED.

**9. RECLAIMED WATER USE REQUIREMENTS**

The use of reclaimed water is regulated by the Commission and PSB Rules and Regulations No. 12. Some of the requirements for use of reclaimed water are contained in

attached Exhibit "D". A copy of Rules and Regulations No. 12 is attached as Exhibit "E". USER shall fully inform itself of applicable requirements for the use of reclaimed water and abide by all laws and regulations governing reclaimed water use. Delivery of reclaimed water may, at PSB's sole discretion, be terminated for violation of the provisions of 30 TAC, Chapter 210 (30 TAC §210.4), or the PSB's Rules and Regulations.

The USER shall implement a salinity mitigation program. The mitigation program shall include, but not be limited to, the following measures to eliminate or reduce foliar damage and soil salinity accumulation:

- A. Replacing or realigning irrigation to prevent spraying of foliage;
- B. Removal, fracturing, or penetration of caliche and/or clay underlying areas of salt accumulation
- C. Possible rescheduling of irrigation to minimize foliar damage or salt accumulation;
- D. Top dressing with sand as needed; and
- E. Soil salinity monitoring and testing as needed to ensure that the beneficial use standards are being met.

**10. RECLAIMED WATER SUPERVISOR**

- A. USER shall designate an individual as USER's Reclaimed Water Supervisor. The Reclaimed Water Supervisor shall be USER's coordinator and the direct contact person between PSB and the USER. The USER agrees that the Reclaimed Water Supervisor shall be responsible for the proper operation of USER's reclaimed water system, implementing the requirements of this Agreement relative to the on-site use of reclaimed water, monitoring of USER's reclaimed water system for prevention of potential hazards, and coordination with the PSB and other regulatory agencies. The PSB will assist in the training of USER's Reclaimed Water Supervisor as time and resources permit; however, it shall be the non-delegable responsibility of USER to assure its Reclaimed Water Supervisor is trained in the use and handling of reclaimed water in accordance with all applicable rules, regulations and laws.
- B. USER shall inform the PSB in writing of the name, position and daytime and nighttime telephone numbers of USER's Reclaimed Water Supervisor and shall promptly inform the PSB in writing of any changes of designee and/or phone numbers during the term of this Agreement.

**11. ON-SITE FACILITY MODIFICATIONS**

- A. If modifications are necessary to USER's on-site facilities to conform to reclaimed water use requirements, USER shall submit its plans and specifications for such modifications to the PSB through its Water

Reclamation and Biosolids Manager who shall approve same before construction commences and whose approval shall not unreasonably be withheld. All modifications required in USER's on-site facilities shall be the sole cost and responsibility of USER. The PSB shall assist USER in identifying the modifications and/or changes required in USER's on-site facilities. It shall be USER's responsibility to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.

- B. The PSB shall install and maintain the following facilities on the USER's Site:
  - 1. Reclaimed water meter, as required to monitor the reclaimed water deliveries made to USER.
  - 2. USER shall provide PSB with any easements necessary for delivery of reclaimed water to USER's premises at a mutually agreeable location.

**12. NOTIFICATION OF PUBLIC AND TO TCEQ**

- A. The USER shall provide proper notification to USER's employees and to the public that reclaimed water is being used on the Site in accordance with applicable laws and regulations. Prior to USER's commencement of the use of reclaimed water under this Agreement, the PSB will notify the Executive Director of the Commission and obtain approval for such use in accordance with 30 TAC, Chapter 210 (30 TAC §210.4).
- B. Upon completion of all on-site modifications and changes to USER's reclaimed water and potable water systems, USER shall provide the PSB with as-built drawings of USER's completed reclaimed water system and potable water system on USER's Site. The drawings shall show at a minimum, the locations of all pipelines, controllers, valves, buildings, structures, property boundaries, and any other features important to the on-site use of reclaimed water.

**13. PRICE AND PAYMENT FOR USE OF RECLAIMED WATER**

- A. USER shall pay the PSB for reclaimed water in accordance with the PSB Rules and Regulations Number 6, including periodic adjustments as the PSB changes its rates. For the purpose of this Section, "reclaimed water" includes all water delivered to USER through the PSB's reclaimed water delivery system.
- B. The PSB shall read the reclaimed water meter at least monthly consistent with the PSB's normal meter reading schedule for billing purposes and shall bill USER for the total quantity delivered during the billing period in accordance with the PSB's standard billing practices.

- C. The USER and the PSB shall maintain records of the date and amount of reclaimed water delivered to USER by the PSB and of all other records required by law to be kept for 5 years in accordance with the requirements of 30 TAC, Chapter 210 (30 TAC §210.36).

#### **14. PERMISSION TO ENTER**

USER hereby grants to the PSB and regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the Site for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing PSB-installed facilities, for meter reading, and for observing and verifying that USER is properly operating its reclaimed water facilities in accordance with the terms and conditions of this Agreement, the Rules and Regulations of the PSB and 30 TAC, Chapter 210. When entering USER's premises, the PSB or the regulatory agencies shall not unreasonably interfere with USER's operations and its use of the premises.

#### **15. INDEMNITY**

The USER agrees to indemnify, defend and hold harmless El Paso, the PSB and their officers, agents, servants, employees from all suits, actions, losses, damages, claims, or liability, penalties and expenses of any character, type or description, including, without limitation, any fines, penalties and costs or damages whatsoever growing out of any action taken by any governmental entity or regulatory authority, department or agency of any governmental entity or any other person, including citizen suits, against El Paso or its PSB for alleged noncompliance with laws, rules or regulations, whether relating to the environment or otherwise and including, without limiting the generality of the foregoing, all expenses of litigation, court costs, attorneys fees, damages for injury, death or property damage sustained by any person or persons arising out of or occasioned by the acts of USER, its officers, agents, employees or representatives or USER's breach of the terms and conditions of this Agreement. This promise to indemnify and hold harmless shall exclude such injuries, death, or property damage caused by the sole negligence of the PSB, its officers, agents or employees. In case any action or proceeding may be brought against the PSB for any matter for which the PSB is indemnified under this section, USER covenants to assume in full the defense of such action or proceeding at USER's expense upon written notice from PSB. The PSB shall have the right to employ separate counsel in any such action and participate in the defense thereof.

#### **16. ENFORCEMENT**

When the PSB finds that the User is not meeting the Beneficial Use Standard in Section 4 of this Agreement, the PSB will notify the User in writing of its findings of noncompliance. User shall respond to the PSB with a Site Improvement Plan to include a schedule of time needed to address and resolve noncompliance issues. Unless otherwise approved by the PSB, User will have 6 months from the date the PSB notifies User of noncompliance in written, to implement the Site Improvement Plan measures.

**17. GENERAL CONDITIONS**

- A. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in El Paso County, Texas.
- B. This Agreement and the attachments thereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified or changed in any respect except by written agreement between the parties.
- C. The unenforceability, invalidity or illegality of any provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.
- D. The PSB and USER will each use their best efforts to fully cooperate with one another as may be necessary to diligently obtain and maintain in effect any required permits and all other approvals and records required by regulatory requirements that may be necessary for the PSB and USER to perform under, or take advantage of, the terms and conditions of this Agreement.
- E. The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.
- F. Notices to be given by either party to the other relative to this Agreement shall be in writing. Both parties agree that any such notice shall be effective when personally delivered or deposited, postage paid, in the U.S. Mail addressed by certified mail, return receipt request, as follows:  
PSB: \_\_\_\_\_ USER: \_\_\_\_\_  
  
Water Reclamation & Biosolids Manager \_\_\_\_\_  
El Paso Water Utilities \_\_\_\_\_  
Public Service Board \_\_\_\_\_  
P.O. Box 511 \_\_\_\_\_  
El Paso, Texas 79961-0001 \_\_\_\_\_
- G. This Agreement is for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

**18. TERM AND TERMINATION**

The primary term of this Agreement is five (5) years from its date of execution by all the parties. Thereafter, unless noticed in writing, this Agreement shall be

automatically renewed for five (5) year terms unless terminated in accordance with any other provision of this Agreement.

The PSB may terminate this Agreement if the PSB, at its sole determination, is or will be unable to deliver properly and adequately treated reclaimed water to USER for any reason whatsoever for a period greater than thirty (30) days, or, the PSB, at its sole determination, determines that USER is unable to adequately control the use of reclaimed water in accordance with PSB Rules.

**IN WITNESS WHEREOF, the PSB and USER have executed this Agreement as of the date and year first written above.**

EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

\_\_\_\_\_  
Edmund G. Archuleta, P.E.  
President / CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert D. Andron, General Counsel

USER:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Title)

**EXHIBIT A**

**APPLICATION AREAS**  
**(Site Plan of Premise Attached)**



**EXHIBIT B**  
**APPLICATION FOR RECLAIMED WATER**

P. O. Box 511, El Paso, TX 79961-0511

EPWU Project Name: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Relationship to Site (legal owner, tenant, lessee): \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_

\_\_\_\_\_

Mailing Address of Applicant (include city, state and zip code):


\_\_\_\_\_

Applicant's Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address of Site for Reclaimed Water (include zip code):

\_\_\_\_\_

Sketch of property with fronting street and nearby intersection (include location and size of all connections. Please show area of Reclaimed Water Use:

  
North

Current use of land or facilities at site: \_\_\_\_\_

Proposed use of land or facilities at site: \_\_\_\_\_

Special condition for service (explain): \_\_\_\_\_

Meter Size: \_\_\_\_\_ Existing Yard Meter Acct. #? \_\_\_\_\_  Potable Water  Reclaimed Water

Peak Flow (provide supporting calculations): \_\_\_\_\_

Annual Use estimate (acre-feet or million gallons): \_\_\_\_\_

Time of day use\*: \_\_\_\_\_ Time of week use\*: \_\_\_\_\_

\*All use must be in accordance to City Ordinance unless a Variance is granted.

Proposed use of Reclaimed Water (check one):

- Cooling/Cooling Tower
- Fire Protection
- Maintenance / Cleaning
- Landscape /Irrigation:
- Manufacturing / Process
- Manufacturing / Cleaning

a) Type(s) of turf (include how many square feet of each type):  
 (1) \_\_\_\_\_ (2) \_\_\_\_\_

b) Type(s) of foliage (include how many square feet of each type):  
 (1) \_\_\_\_\_ (2) \_\_\_\_\_  
 (3) \_\_\_\_\_ (4) \_\_\_\_\_

Other (explain): \_\_\_\_\_  
 \_\_\_\_\_

**Terms and Conditions of Service**

Payments of bills shall be made at Main Office, Branch Office, or authorized Pay Stations of the EL PASO WATER UTILITIES PUBLIC SERVICE BOARD each month on or before the Due Date for the District in which the service is located. Amounts due for prior unpaid service will be transferred to active account.

The applicant will pay for all service received including reclaimed water consumption and charges as determined by all reclaimed water passing from the utilities meter to said premises from turn-on date, regardless whether reclaimed water is used or wasted, or whether premises are occupied by the applicant or not. Applicant agrees to receive, accept, and apply reclaimed water supplied by the El Paso Water Utilities Public Service Board only for irrigation of applicant's landscaped areas identified in this application.

Applicant understands that reclaimed water is **non-potable water** and the use of reclaimed water is regulated by the Texas Commission on Environmental Quality 30TAC, Chapter 210 and El Paso Water Utilities Public Service Board Rules and Regulations No. 12. Some of the requirements for use reclaimed water are contained in the attached "Exhibit D". The applicant shall provide adequate notification to applicant's employees and to the public that reclaimed water is being used on the site in accordance with applicable laws and regulations. Applicant understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of applicants potable water supply and that a possibility exists that turf management practices may have to be altered and that some landscape species may eventually have to be replaced with more tolerant species.

The utility or its agents shall have the right at any time to enter said premises for the purpose of examining, repairing, altering or removing its property, or to determine how the reclaimed water is being used, and the applicant shall remove all obstacles, if any exist, to the exercise of such right.

The utility shall have the right at any time, without notice, to shut off the reclaimed water for the purpose of making repairs or extensions, or for other necessary purposes, and the utility shall not be held liable for any damage resulting from low pressure or high pressure, normal fluctuations of pressure, or interruptions of service. The utility will endeavor to provide a minimum of 35 psi of pressure at the meter; however the pressure will vary depending on the elevation of the property.

The applicant shall also protect himself by the installation of necessary backflow prevention equipment to prevent cross-connections with reclaimed water. It is understood that the meter is set on a loan basis and that the applicant assumes all responsibility for any damage to, or loss of, the meter set to serve his property, and agrees to pay the El Paso Water Utilities Public Service Board for any damages or loss.

The utility reserves the right, without notice to the applicant, to discontinue the service for the non-payment of any part of any bill or bills, for the violation of any part of the City's Plumbing Code, for providing reclaimed water to property other than that included in this application without the written consent of the El Paso Water Utilities Public Service Board, for using the service without applying for and signing the proper contract, for tampering with the meter or service connection in any way or for violation of the Rules and Regulations of the El Paso Water Utilities Public Service Board.

The applicant will be required to furnish and maintain a satisfactory deposit with the El Paso Water Utilities Public Service Board to secure the payment of charges in connection with the service. Any monies so placed on deposit are acknowledged by stamping the receipt of the same across the contract and will be applied to final bill and any excess refunded without interest upon relinquishment of this paper when service has been discontinued by the applicant and all bills are paid. The deposit is not to prevent service from being disconnected on account of non-payment.

The Utility shall have the right to impose service charges on accounts that become delinquent or which incur in additional expenses.

\*\*\*\*\*  
 I, THE APPLICANT, HEREBY AGREE TO COMPLY WITH RATES, RULES AND REGULATIONS OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD AND THE CITY OF EL PASO, TEXAS, AND THIS APPLICATION IS MADE SUBJECT TO THE ABOVE TERMS AND CONDITIONS BY WHICH I AGREE TO BE BOUND. IT IS UNDERSTOOD THAT THE NAMED ENTERED OPPOSITE "APPLICANT" CANNOT BE CHANGED OR ALTERED, AND MUST BE THE CORRECT LEGAL NAME OF APPLICANT AND THAT THE "AGENT" SHALL BE RESPONSIBLE FOR PAYMENT OF ALL CHARGES INCURRED BY THIS APPLICATION IF THE APPLICANT FAILS TO PAY SAID CHARGES. THE CONTRACT WILL REMAIN IN FORCE UNTIL SERVICE IS DISCONTINUED BECAUSE OF FAILURE TO PAY THE BILL OR NON-COMPLIANCE WITH THE RULES AND REGULATIONS OR UNTIL THE APPLICANT HAS GIVEN THE EL PASO WATER UTILITIES WRITTEN NOTICE THAT HE DESIRES TO DISCONTINUE SERVICE.

THE APPLICANT AGREES TO ACCEPT RECLAIMED WATER PRESSURES AND FLOW AS THEY EXIST OR MAY OCCUR IN THE SYSTEM. PRESSURE REGULATING DEVICES TO CONTROL RECLAIMED WATER PRESSURE SHALL BE INSTALLED BY THE APPLICANT AT HIS DISCRETION AND EXPENSE.

THE EL PASO WATER UTILITIES DOES NOT ASSUME ANY LIABILITY FOR DAMAGES OR INCONVENIENCES CAUSED BY RECLAIMED WATER PRESSURE CONDITIONS OR RECLAIMED WATER QUALITY.

APPLICANT/AGENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT NAME: \_\_\_\_\_

AGENT ADDRESS: \_\_\_\_\_

**Applicant must contact The City of El Paso, Building Services Department, at (915) 541-4226 to address any Plumbing or Landscaping permits and inspections required for on-site work. Reclaimed Water Service will not be activated until final inspection and approval by Building Services Department has been obtained.**

**EXHIBIT C**

**REUSE WATER FOR IRRIGATION**  
**DESIGNATION OF RECLAIMED WATER SUPERVISOR**

User Name: \_\_\_\_\_

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

**Reclaimed Water Supervisor Information:**

Full Name: \_\_\_\_\_

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

Work Phone #: \_\_\_\_\_

Emergency Phone #: \_\_\_\_\_

Cell or Pager #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

USER:

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

## **EXHIBIT D**

### **SPECIAL RECLAIMED WATER USE REQUIREMENTS**

The following use requirements are intended to satisfy the requirements of the Texas Water Commission for the safe use of reclaimed water for unrestricted landscape irrigation:

1. Runoff of reclaimed water and spray shall be minimized.
2. Signs in both English and Spanish shall be provided at main entrances to the Site and at reclaimed water hose bibs and faucets to inform the public that reclaimed water is being used.
3. Site shall be managed so that public contact with reclaimed water shall be minimized.
4. Above-ground reclaimed water facilities shall be marked by authorized methods to differentiate the reclaimed water facilities from the potable water facilities. Below-ground reclaimed water facilities shall be similarly marked if newly constructed or if exposed for repair.
5. Reclaimed water valves, outlets, quick couplers and sprinklers shall be of a type, or secured in a manner, that permits operation only by USER'S authorized personnel.
6. For new underground construction, there shall be at least a 9-foot horizontal and 1-foot vertical separation between all pipelines transporting reclaimed water and those transporting potable water, with the potable water pipeline above the reclaimed water pipeline.
7. A backflow prevention device shall be provided at all potable water service connections in reclaimed water use areas. There shall be no connection between potable water and reclaimed water piping. Supplementing reclaimed water with any potable water shall not be allowed except through an air-gap separation.
8. Drinking water facilities and swimming pools shall be protected from reclaimed water spray.
9. Adequate measures shall be taken to minimize ponding and to prevent breeding of mosquitoes.
10. Inspection, supervision and employee training shall be provided by USER to assure safe and proper operation of the reclaimed water system.
11. All valves of any type installed below grade (including existing valve boxes) shall be housed in a valve box with a purple locking cover.
12. Use of reclaimed water by subsequent owners or lessees will not be allowed unless they are advised of these requirements and sign a new User Agreement.

**EXHIBIT E**

**EPWU PSB RULES AND REGULATIONS NO. 12**

(Version Amended \_\_\_\_\_ Attached)