

ORDINANCE NO. 2015- 05

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 13 "UTILITIES" TO ADD ARTICLE 13.11 "RECLAIMED WATER" AND ARTICLE 13.12 "TRANSPORTATION OF RECLAIMED WATER"; ESTABLISHING CONDITIONS AND RESTRICTIONS RELATED TO RECLAIMED WATER; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City"), Texas recognizes that the amount of water available to the City and its water utility customers is limited and subject to depletion during periods of extended drought; and

WHEREAS, the City recognizes that natural limitations due to drought conditions and other acts of God cannot guarantee an uninterrupted water supply for all purposes; and

WHEREAS, Reclaimed water, also known as "recycled water" or "water reuse" is the sustainable use of treated effluent from wastewater treatment plants for beneficial uses and is believed to be an important component of the City's future water supply; and

WHEREAS, Reclaimed water provides a drought-resistant source of water supply for non-potable (i.e., non-drinking) uses that do not "require drinking quality" water and thus, is a means to reduce the amount of potable drinking water that is supplied by the City for such non-consumption uses as irrigation, water features, fire protection, and other non-potable purposes; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ"), pursuant to regulations set forth in 30 TAC 210, permits and controls the use and regulation of Reclaimed water; and

WHEREAS, as authorized under State law, and as is in the best interests of the citizens of the City of Bastrop, Texas, the City Council deems it expedient and necessary to establish certain rules and policies for the orderly and efficient management of reused water by the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BASTROP TEXAS:

Part 1. That Chapter 13 Titled "Utilities" of the Bastrop Code of Ordinances is hereby amended to add new Article 13.11 "Reclaimed Water" as follows:

Article 13.11 Reclaimed Water

Sec. 13.11.001 Purpose

The purpose of this Article is to define the terms and conditions for which Reclaimed Water may be provided to Users within the City of Bastrop.

Sec. 13.11.002 Definitions

Agreement. A binding contractual document issued by the City to a User outlining the rights and responsibilities of Users, and Users' Transporters if applicable, related to taking, transporting and use of Reclaimed Water.

Approved Use. The use of Reclaimed water as authorized by law and approved through a Reclaimed Water Agreement between the City and a third-party User.

Approved Use Area. An area which has been authorized by the City to receive Reclaimed Water for an Approved Use and which is identified in the Reclaimed Water Agreement between the User and the City. [See Exhibit A, Map of City of Bastrop Reclaimed Water Service Area.

Commingle. The mixing of Reclaimed Water with one or more liquids in the same container that is used to hold Reclaimed Water during transport from a reclaimed water treatment facility to an Approved Use Area.

Container Unit. A device or vehicle (including tanks) that are designed and manufactured to hold Reclaimed Water without leakage or spillage, while transporting or holding for use.

Cross Connection. Any physical arrangement where a potable water supply is actually or potentially connected with a non-potable water system, used water system or auxiliary water supply, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp cooler, air conditioning unit, fire protection system, or any other assembly which contains, or may contain contaminated water, domestic sewer or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of back flow. Bypass arrangements, jumper connection, removable sections swivel or change over assemblies, other temporary, or permanent assemblies through which or because of which, backflow may occur are considered cross connections.

Director. Director of the City of Bastrop Water/Wastewater Department.

Reclaimed Water. Wastewater that is collected through a City owned wastewater treatment plant and is treated, or reclaimed, for reuse to a quality that meets or exceeds the TCEQ's authorization to the City and/or 30 TAC 210 Requirements.

Reclaimed Water Agreement. A standard agreement between the City and a User of Reclaimed Water, which establishes the conditions and terms for the transportation, delivery, and the use of, Reclaimed water.

Reclaimed Water Transportation. The transporting of Reclaimed Water to or by a User by authorized vehicles to an Approved Use Area.

Storage Facility. A structural tank capable of receiving and storing reclaimed water (not including ponds).

TAC. The Texas Administrative Code.

TCEQ. The Texas Commission on Environmental Quality, or its successor agencies.

Type I Reclaimed Water Use. Use of Reclaimed Water where contact between humans and the Reclaimed Water is likely. See 30 TAC §210.3, et seq.

Type II Reclaimed Water Use. Use of Reclaimed Water where contact between humans and the Reclaimed Water is unlikely. See 30 TAC §210.3, et seq.

User. A third party that contracts with the City to receive Reclaimed Water, pursuant to a Reclaimed Water Agreement.

Section 13.11.003 Provision of Reclaimed Water

- (a) On the Director's recommendation, and after approval by the Director of Public Works or the City Engineer of a submitted application, the City may enter into a standard Reclaimed Water Agreement for the provision of Reclaimed Water to properties located within the Approved Use Area.).
- (b) Any physical arrangement where a potable water supply is actually or could potentially be connected to a non-potable water system is strictly prohibited. In accord therewith, it shall be unlawful for any person to make, to allow another to make, or to maintain any Cross Connection or potential Cross Connection under that person's management or control with a system that accepts Reclaimed Water
- (c) An individual or entity seeking to obtain Reclaimed Water from the City shall meet all requirements provided for in this Article and shall only be permitted to use the Reclaimed Water for the purposes provided for herein.

Section 13.11.004 Application for Reclaimed Water

- (a) The City may make Reclaimed Water available to properties or Users within the Approved Use Area upon request by an applicant so long as the use,

transportation and delivery is in compliance with the rules regulations, and policies and procedures adopted by the City, the TCEQ, and 30 TAC 210.

- (b) To purchase Reclaimed Water from the City, a person must submit an application to the Superintendent of Wastewater therein agreeing to abide by all requirements for the use of Reclaimed Water. Included in the application shall be evidence that the person requesting the Reclaimed Water either owns or directly manages the property on which the Reclaimed Water is to be used and the intended use of the Reclaimed Water. (
- (c) Upon submission of a completed application, the Director of Public Works shall review same to determine if the requested use of the Reclaimed Water is permissible, feasible, and practical in consideration of other competing demands on City resources and any relevant safety issues. When necessary, the Director of Public Works shall obtain an on-site inspection.
- (d) On approval by the Director of Public Works and City Engineer, and following confirmation by the applicant that all requirements of this Article will be satisfied, the City shall enter into a Reclaimed Water Agreement with the User. The Reclaimed Water Agreement shall be executed by all Parties prior to the delivery of the Reclaimed Water by the City or pick-up by the User. The Reclaimed Water Agreement shall specifically include a sworn acknowledgement that the Applicant, as User, is responsible for all onsite Reclaimed Water use and shall agree to comply with all applicable laws, ordinances, and regulations, including but not limited to 30 TAC §210. **The applicant shall further agree to fully indemnify and hold the City harmless from any claims related to the use of the Reclaimed Water.**
- (e) The City shall be permitted to be a User of Reclaimed Water and shall comply with all State and local rules and regulations related to the use thereof.

Section 13.11.005 Discontinuation of Reclaimed Water Service

- (a) The City may discontinue Reclaimed Water Service if the User does any of the following:
 - 1. Violates the terms of the Reclaimed Water Agreement or this Article.
 - 2. Fails to pay any fees assessed on the User's (or the affected property's) water bill.
 - 3. Tampered with any facilities related to the City's water service, including the meter, even if unrelated to the use of Reclaimed Water.

4. Cross-connects Reclaimed Water with a potable water source, whether through attachment or reuse of a container.
 5. Refuses to permit an authorized City representative to enter onto the User's property to examine the use of the Reclaimed Water.
 6. Performs any act that the Director or the City Manager determines may be detrimental to the City's water, wastewater, Reclaimed Water supply or the health and safety of the public, including misuse of the supplied Reclaimed Water.
 7. In the City's sole discretion, the City determines that the provision of the Reclaimed Water shall be stopped or redirected for the protection of the City and its citizens and/or such redirection is in the best interest of the City.
- (b) In accord with the above, the individual or entity that requested the Reclaimed Water shall pay for all Reclaimed Water supplied by the City, as well as any other costs identified in the Reclaimed Water Agreement.

Section 13.11.006 Reclaimed Water Agreement

- (a) On approval of an application to the City for Reclaimed Water, prior to receiving the Reclaimed Water, the applicant must execute a standard Reclaimed Water Agreement with the City.
- (b) The Reclaimed Water Agreement shall incorporate the requirements of this Article, 30 TAC 210 and other terms and conditions prescribed by the City.
- (c) Prior to delivery of Reclaimed Water, the applicant shall sign the Reclaimed Water Agreement acknowledging that the applicant, as the User, is thereafter responsible for all activities related to the use of the Reclaimed Water. The applicant shall additionally confirm that he/she will comply with all applicable laws and regulations, including but not limited to 30 TAC 210 and **agrees to fully indemnify and hold the City harmless from any and all claims related to the Reclaimed Water and the operation and maintenance of the property and site on which the Reclaimed Water is applied or used.**
- (d) Reclaimed Water Agreements are non-transferrable to subsequent property owners, entities, contractors, managers, and/or Users, even if the same property is at issue. Each new User of Reclaimed Water shall enter into a new Reclaimed Water Agreement with the City for the provision of the Reclaimed Water.
- (e) The Reclaimed Water Agreement must be renewed annually, on or about January 2nd of each calendar year, to ensure that the correct individual or entity is being held responsible for the use of the Reclaimed Water.

Section 13.11.007 City's Responsibilities

- (a) The City and its authorized agents, employees or contractors are responsible for the operation, management, and control of the City's facilities related to the treatment of Reclaimed Water and to provide Users with reclaimed water that is of a minimum quality required by TCEQ for the Type of use involved.
- (b) In accord with the above, the City shall obtain the necessary TCEQ authorizations for the offsite use of the Reclaimed Water under 30 TAC 210.
- (c) The City shall be responsible for conducting all necessary Reclaimed Water quality assurances and assessments.
- (d) The City shall have the right to take any action that is necessary, in the City's sole discretion, to safeguard the public health and safety.
- (e) The User and/or the City may transport, in appropriate containers and in accord with the standard of 30 TAC 210 and the TCEQ, the Reclaimed Water to the site or property on which the Reclaimed Water is to be used.

Section 13.11.008 User's Responsibilities

- (a) Conduct all operations and provide supervision of all use of Reclaimed Water to assure compliance with this Article and 30 TAC 210.
- (b) Provide access to the site on which the Reclaimed Water is or will be used for inspections by the City and any necessary third parties.
- (c) Train all personnel that will have access to the Reclaimed Water, including proper safe handling and use, in accord with this Article and 30 TAC 210, as they may be amended from time to time.

The User and/or property owner shall have signs a minimum of eight inches by eight inches posted at all storage areas and on all hose bibs and faucets, in both English and in Spanish, with the words "Reclaimed Water, Do Not Drink" or a similar warning in accordance with 30 TAC 210.25 and on all storage facilities as per 30 TAC 210.23. .

- (d) Transport, in appropriate containers and in accord with the standard of 30 TAC 210, the TCEQ, and this Article, the Reclaimed Water to the site or property on which the Reclaimed Water is to be used, as stated in more detail below.

Section 13.11.009 Use of Reclaimed Water

- (a) Reclaimed Water may only be used for the purposes noted and in accord with 30 TAC 210.32, for both Type I and Type II uses.

- (b) A User may use Reclaimed Water only in locations and for uses as designated and approved in the User's executed Reclaimed Water Agreement, and in no event beyond the bounds of the Approved Use Area of the City.
- (c) Each User of Reclaimed Water must comply with 30 TAC 210 and the provisions of this Article.
- (d) Reclaimed Water Agreements are non-transferrable to subsequent property owners and/or Users, even if the same property is at issue. Each new User of the Reclaimed Water must enter into a new Reclaimed Water Agreement for the provision of the Reclaimed Water.
- (e) The Reclaimed Water Agreement must be renewed annually on or about January 2nd of each calendar year, to ensure that the proper User is being held responsible for the use of the Reclaimed Water.

Section 13.11.010 Right of Inspection by the City

- (a) The Director may inspect any Property or site on which Reclaimed Water is being used, as well as areas and adjoining property belonging to the User, and shall be granted access, without prior notice to the User, during normal business hours. If the Director needs access during non-business hours, the User shall allow access at a reasonable time upon prior request by the Director. **In the event of an emergency to health or safety, in the sole discretion of the City, the City shall have the right to access the Property or site any anytime without prior notice to the User or to the Property/site owner.**
- (b) The User and/or property owner and his/her operators, managers, and contractors shall cooperate with the City and its authorized representatives in performing any necessary inspections or tests.

Section 13.11.011 Violations; Prohibited Uses

- (a) A person commits an offense if a person:
 1. Uses Reclaimed Water for a purpose not approved by this article and/or authorized in the Reclaimed Water Agreement;
 2. Uses or applies Reclaimed Water for any purpose, including approved uses, by direct application or by windblown spray to an area other than in the Approved Use Area;
 3. gives, sells, trades, or transfers Reclaimed Water to another area without the prior approval of the Director;

4. discharges airborne or surface Reclaimed Water from the Users Property or Storage container to another area, other than to a wastewater treatment system or wastewater collection system without notifying the City of its permit granted by TCEQ authorizing the discharge;
5. stores or applies Reclaimed Water in such a way as to cause runoff or ponding. If such conditions occur, in addition to any other corrective action taken or required by law, the User shall immediately alter its method of application to prevent any further runoff or ponding;
6. tampers with or works on, damages or alters any property of the City related to the provision of Reclaimed Water;
7. causes or allows Reclaimed Water to have any cross connections, illegal connections or any discharge of Reclaimed Water into the public water system;
8. fails to provide for proper warnings, labels or signs pertaining to Reclaimed Water;
9. takes or uses Reclaimed Water without payment;
10. uses hose bibs or faucets on a Reclaimed Water system unless they are designed and installed to prevent connection to a standard water hose, as defined in 30 TAC 210.25; or
11. removes or defaces any warnings, labels or signs pertaining to Reclaimed Water use.

Section 13.11.012 Offenses

- (a) A person commits an offense if the person violates any provision of this Article.
- (b) An offense under this subsection is a Class C misdemeanor punishable by a fine not to exceed \$2,000.
- (c) Each instance of a violation of this Article is a separate offense.
- (d) It is a violation for a person to observe a misuse of Reclaimed Water, but fail to report the misuse.

Section 13.11.013 Rates, Charges, and Billing

- (a) The retail rate for Reclaimed Water for irrigation Users shall be:
\$5.00/per 1,000 gallons. There is a minimum charge of \$5.00.

- (b) The City Council shall adopt a schedule of fees for reimbursement of costs related to permitting, inspecting and application processing for Reclaimed Water including:
 - i. Application fee - \$150.00 (included vehicle/container inspection and permit/key);
 - ii. Resubmission/Application Review fee (for additional work on incomplete Applications) - \$50.00
 - iii. Reclaimed Water volume charges - \$5.00/per 1,000 gallons;
 - iv. Engineering or other professional services or inspection fees, if applicable- actual charges incurred by City;
 - v. Security Deposit (refundable) - \$500.00
- (c) The fee schedule may be amended from time-to-time, as the City Council deems necessary. Fees may be adjusted during the term of any then effective Reclaimed Water Agreement, and the amended Fees shall apply immediately upon adoption by the City.
- (d) Charges for Reclaimed Water shall be rendered monthly, unless service is rendered for a period less than a month. Each bill shall become due on or before ten (10) days after the issuance unless such day falls on a weekend or holiday, in which payment is due on the next business day. Bills are payable to the City at 1311 Chestnut Street, City Hall, Bastrop, Texas 78602, within ten (10) days from the date of receipt of the City's water bill. If a customer has not paid the bill in full within 11 days of receipt of the charge, a penalty of 10% shall be assessed against all unpaid charges.
- (e) If payment in full is not received within ten (10) calendar days from the date the payment is due the customer's account will be considered delinquent and is subject to disconnection and/or may be refused future purchase/sale of Reclaimed Water by the City.

Section 13.11.014 No Ownership Interest or Future Right

The delivery or provision of Reclaimed Water by the City and the acceptance and use of the Reclaimed water by an individual or entity for a property or site is not a transfer or an acquisition by the User of a water right or any guarantee of future rights or access to Reclaimed Water from the City.

Part 2. That Chapter 13 Titled "Utilities" of the Bastrop Code of Ordinances is hereby amended to add new Article 13.12 "Transportation of Reclaimed Water" as follows:

Article 13.12 Transportation of Reclaimed Water

Section 13.12.001 Reclaimed Water Transportation

- (a) The City may allow for the transport of Reclaimed Water from its wastewater treatment facilities by a permitted vehicle to an Approved Use Area.
- (b) Reclaimed Water shall be made available for transport by vehicle only under the terms and conditions provided herein and only to such persons as are duly permitted by the City as distributors as provided herein.
- (c) The City shall not be obligated to provide such Reclaimed Water to distributors and may discontinue such service at any time, or limit the volume of Reclaimed Water provided and amend loading procedures and/or locations.

Section 13.12.002. Reclaimed Water Transportation Permit Required.

- (a) A Reclaimed Water Transportation Permit is required to transport Reclaimed Water from a City facility to an Approved Use Area. The Permit is issued by the City to a User, and User's Transporters are bound to the rules and regulations set out herein, thereby.
- (b) No Reclaimed Water Transportation Permit shall be issued except upon application filed with the Water/Wastewater Department.

Section 13.12.003. Reclaimed Water Transportation Application Procedures.

A User seeking to have Reclaimed Water transported from the City of Bastrop must submit an application for a Reclaimed Water transportation Permit to the Supervisor of the Water/Wastewater Department with the following information provided for each individual and company, if applicable:

- (a) A photocopy of each Permittee's valid Texas driver's license and photocopies of valid driver's license for every proposed driver of the Reclaimed Water transportation vehicles. The applicant/User shall be responsible for updating the permit application when a new driver is hired or will be utilized by submitting photocopies of a valid driver's license for each new person hired or approved prior to that person transporting the Reclaimed Water.
- (b) Evidence demonstrating that the vehicles to be used to transport the Reclaimed Water have the necessary permits and are currently insured in at least the minimum amounts required by state law to secure payment of all lawful and proper claims arising out of or related to the operation of each vehicle. The insurance shall provide for at least a thirty-day prior cancellation notice to the Director. In addition, the User shall provide to the Director written proof from

the insurance carrier confirming that all necessary insurance requirements have been met before a permit to transport the Reclaimed Water will be issued by the City.

- (c) Proof of registration and good standing with the Texas Secretary of State.
- (d) Any additional information requested by the Director.

Section 13.12.004. Container Unit Requirements

- (a) Each Container Unit shall be issued a Permit by the City, which shall be displayed on the Container Unit at all times. Before a Permit is issued, each Container Unit shall pass City inspection and shall meet the following requirements:
 - 1. The business name, telephone number and address of the transporter shall be permanently displayed on both sides of the Container Unit in letters of a minimum height of three (3) inches, in a color contrasting to their background. An address is sufficient if it includes the city and state in which the business is located.
 - 2. The Container Unit shall be clean and odor free.
 - 3. The Container Unit shall display current state vehicle registration tags and a current inspection certificate.
- (b) Each Container Unit to be used for the transportation of Reclaimed Water shall be separately permitted and must meet the following requirements:
 - 1. Container Units (including tanks) shall: (a) have a minimum capacity of one thousand (1000) gallons; (b) be capable of being closed watertight; (c) shall be closed during transport of Reclaimed Water; and (d) shall be maintained in a leak-proof condition.
 - 2. Special permits may be issued for Container Units with a capacity of less than one thousand (1,000) gallons upon determination by the Director, in his sole discretion, that all other required container unit specifications have been met and that the particular container unit does not create an increased risk to the public health and safety.
 - 3. Container Units shall be identified by labels or signs such as, "CAUTION – RECLAIMED WATER DO NOT DRINK" in English and Spanish. Labels or signs shall be placed so that they can be seen readily by all individuals using the transporting vehicle and Container Unit.

(c) All Permits must be renewed annually, in January of each year.

Section 13.12.005. Reclaimed Water Transportation Permit Modifications.

- (a) The permit holder may request a modification to the permit during the permit year in order to register additional vehicles or Container Units. A request to register additional vehicles or Container Units shall be made to the Director and at a minimum the permit holder shall:
1. Ensure that all vehicles or Container Units meet the requirements set-forth herein.
 2. Provide proof of liability insurance.
 3. Pay a Container Unit Permit fee for each additional Container Unit in an amount set by the City Council.
- (b) A permit modification may not extend the term of the original permit.

Section 13.12.006. Grounds for Reclaimed Water Transportation Permit Denial.

- (a) The Director or City Manager may deny the issuance of a Permit for the transportation of Reclaimed Water if the applicant, a partner of the applicant, the transporter, a principal in the applicant's business, or applicant's manager or operator has done any one or more of the following:
1. Within the five (5) years preceding the date of the application been convicted of a misdemeanor that is punishable by confinement and/or by a fine exceeding \$2,000.00, and which relates directly to the duty or responsibility of transporting Reclaimed Water or liquid waste.
 2. Been convicted of a felony, which relates directly to the duty or responsibility of transporting Reclaimed Water or liquid waste.
 3. Failed to provide evidence of liability insurance, as required by this Article.
 4. Had a permit that was issued under this Article suspended or revoked.
 5. Submitted an application that contains a false statement.
 6. Failed to provide information necessary for the application.
 7. The applicant's vehicles or Container Units do not meet the criteria of this Article.

8. The applicant has not registered his/her business with the Texas Secretary of State or is not in good standing.
 9. Failed to show proof that the applicant and the applicant's drivers are qualified under this Article to transport the Reclaimed Water.
 10. Violated a provision of this Article.
- (b) An applicant whose permit is denied will be notified by the Director, in writing, of the denial and the reasons for the denial. Such notice will be sent via certified mail, return receipt requested to the individual and address listed on the application.
 - (c) An applicant whose permit is denied may request a hearing for reconsideration in accordance with this Article provided such request is sent to the City Manager within fifteen (15) calendar days of the receipt of the written notice of denial. The City Manager will evaluate the denial and, if deemed necessary, will conduct a hearing related to the denial. The City Manager will issue a final determination on the denial, either upholding, modifying or overruling same. The City Manger's decision is final and not further appeal or protest may be made by any applicant.

Section 13.12.007. Reclaimed Water Transportation Permit Conditions.

A person who has been issued a permit by the Director shall comply with the following:

- (a) A permit holder shall immediately notify the Director of any management changes in the business during the time the permit is in effect, and shall provide the Director with a photocopy of the new manager's or chief operating officer's driver's license;
- (b) A transporter shall deliver Reclaimed Water only to Users that have been approved by the Director of Public Works and the City Engineer and that have a Reclaimed Water Service Agreement on file with the City;
- (c) The permit holder shall maintain insurance required by this Article and immediately notify the Director of any changes in its insurance carrier or policy, and insured status or self-insured status;
- (d) The permit holder shall maintain all vehicles and Container Units registered under the permit in compliance with this Article;
- (e) The permit holder shall notify the Director within three (3) business days when it sells or otherwise disposes of a vehicle or Container Unit registered under the permit;

- (f) A permit holder shall ensure that all of the permit holder's employees collecting and transporting Reclaimed Water in vehicles and Container Units registered under the permit fully and completely understand the safe operation of such vehicles and Container Units, and of the Reclaimed Water User locations, so that the transporters are able to collect and transport Reclaimed Water in a safe and competent manner; and
- (g) The permit holder shall ensure that all of the vehicles registered under the permit comply with required state weight limits while transporting Reclaimed Water and that at no time the state weight limits are exceeded.

Section 13.12.008. Transporter Responsibilities

- (a) A transporter shall not transport Reclaimed Water in a manner or a Container Unit or vehicle which would allow for any spillage or leakage of Reclaimed Water.
- (b) A transporter shall not operate a vehicle or use a Container unit for the transportation of Reclaimed Water, which fails to meet the requirements of this chapter or any other applicable rule or regulation.
- (c) A transporter shall deliver Reclaimed Water only to Users that have been approved by the Director and have executed a Reclaimed Water Agreement with the City.
- (d) A transporter shall not commingle Reclaimed Water with any other liquid or waste, including any other sources of non-potable water.
- (e) All Container Units used to transport any other liquid or waste, including other sources of non-potable water, shall be cleaned and disinfected prior to being used to transport Reclaimed Water. Required cleaning and disinfection procedures will be provided by the Director of Public Works. Any deviation from the required procedures must be approved in advance, in writing, by the Director of Public Works.
- (f) A transporter shall insure that Reclaimed Water is delivered to the approved User immediately and in no event later than twelve (12) hours following receipt of the Reclaimed Water from the City.
- (g) A transporter shall not discharge Reclaimed Water into a storm drain or the storm sewer system, or in to any ponds, streams or rivers.
- (h) Any excess Reclaimed Water shall be disposed of by discharging to a wastewater treatment system or wastewater collection system in compliance with all applicable permits or laws for such treatment or collection systems.

- (i) A transporter shall allow the Superintendent of Water and Wastewater and/or the Director of Public Works, and the Chief of Police and/or their qualified assignee(s), to inspect vehicles and Container Units registered under a permit, upon request.
- (j) A transporter shall allow the Superintendent of Water and Wastewater and/or the Director of Public Works,, his or her assignee(s), to obtain samples of Reclaimed Water from the transporter's Container Units, upon their request.
- (k) Reclaimed water that is received by Users and Transporters shall be metered and traced by the City via electronic data tracking technology and shall be billed accordingly. Each user shall be supplied a unique identification card for use by each Transporter and/or for each Container Unit. At any time the electronic tracking and metering system is not available or operable, the City shall manually meter and record the receipt of Reclaimed Water by each User and Transporter.

Section 13.12.009. Transportation Offenses.

- (a) A person commits an offense if a person engages in the transportation of Reclaimed Water and fails to comply with any provision of this Ordinance, who shall then be subject to the provisions under Section 13.11.012.
- (b) A person commits an offense if the person operates or causes to be operated a vehicle transporting Reclaimed Water in Container Units not permitted and approved for the transportation of Reclaimed Water.
- (c) A person commits an offense if the person operates or causes to be operated a vehicle transporting Reclaimed Water and during such operation fails to display, on request, a copy of a valid transportation permit issues pursuant to this Article.
- (d) A person commits an offense if the person allows another person or Transporter/User to access or use that individuals metering card.
- (e) A person commits and offense by attempting to avoid accurate accounting or full payment for reclaimed Water received from the City.

Section 13.12.010. Grounds for suspension or revocation of Reclaimed Water Transportation Permit.

The Director of Public Works may suspend a permit for up to six (6) months or may permanently revoke a Permit if the Director of Public Works determines that:

- (a) The permit holder, a partner of the permit holder, a principal in the permit holder's business, permit holder's manager or operator, or an officer of the permit holder:

- i. has within the five (5) years preceding the date of the hearing been convicted of a misdemeanor that is punishable by confinement and/or by a fine exceeding \$500.00, and which relates directly to the duty or responsibility in operating a Reclaimed Water transportation business; or
 - ii. has been convicted of a felony which relates directly to the duty or responsibility in operating a Reclaimed Water transportation business.
- (b) The permit holder failed to comply with any of the permit conditions stated herein.
- (c) The permit holder or any agent or employee thereof: 1) failed to use the manifest system book in compliance with this Article; 2) failed to maintain manifests for five (5) years; and/or 3) failed to allow the Director to inspect the manifests.
- (d) The permit holder or any agent or employee thereof improperly disposed of Reclaimed Water.
- (e) The permit holder or any agent or employee thereof Commingled Reclaimed Water with any other liquid or waste, including other sources of non-potable water, in a City-permitted Container Unit.
- (f) The permit holder or any agent or employee thereof refused or failed to allow the Director or a peace officer to inspect a Reclaimed Water Transportation Vehicle or Container Unit or to obtain Reclaimed Water samples from a Container Unit; or
- (g) The permit holder or any agent or employee thereof, has been convicted of violating this Article.

Section 13.12.011. Suspension or Revocation of Reclaimed Water Transportation Permit; Request of a Hearing.

- (a) The Director of Public Works shall issue written notice to the permit holder of the grounds for suspension or revocation of the permit. Such permit shall be suspended and or revoked immediately upon receipt of the notice.
- (b) Subject to the restrictions set forth in this Section, a permit holder may appeal to the Director of Public Works for reconsideration of the suspension or revocation and request a hearing to the City Manager.
- (c) The request for appeal shall be in writing and set forth, in detail, the grounds upon which the hearing is requested.
- (d) The request for appeal shall be filed with the Director of Public Works within fifteen (15) calendar days of the permit holder receiving the notice from

the Director of Public Works. The notice shall be deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

- (e) Failure to submit a timely written request for appeal shall be deemed to be a waiver of any further right to reconsideration by the Director of Public Work or the City Manager.

Section 13.12.012. Hearings.

- (a) Within thirty (30) days of the receipt of the request for appeal, the City Manager shall determine whether a hearing on the suspension or revocation is necessary, and if so, then set a date for a hearing on the suspension or revocation of the permit.
- (b) Written notice of the hearing shall be served on the petitioner at the location provided for in the original application for Reclaimed Water, as well as any other location provided by the petitioner, at least seven (7) calendar days prior to the hearing, either by service in person or by U.S. certified mail, return receipt requested, or other confirmed delivery (e.g., Fed Ex., Electronic Transmission with proof of receipt)
- (c) Hearing notice shall specify the date, time and place of the hearing and shall be deemed received five (5) calendar days after actual receipt is documented or after notice it is placed in a mail receptacle of the U.S. Postal Service.
- (d) For purposes of this Section, the City Manager shall be empowered to administer oaths and to promulgate procedural rules for the conduct of the hearing.
- (e) Decisions shall be based on a preponderance of the evidence, in the reasonable opinion of the City Manager, and the petitioner shall have the burden of proof to demonstrate that the determination by the Director of Public Works is not valid or should not otherwise be upheld.
- (f) The City Manager and/or his designee shall act as the hearing officer.
- (g) After the conclusion of the hearing, the City Manager shall make written findings and shall issue a written decision within fifteen (15) business days, or shall notify the petitioner is more time is required for issuance of the written opinion, due to other pressing matters and unforeseen circumstances.
- (h) The decision of the City Manager shall be final.

Section 13.12.013. Responsibilities for Users of Reclaimed Water Transportation.

- (a) A User of Reclaimed water delivered by a vehicle shall submit a Reclaimed Water Agreement, obtain approval for Reclaimed Water Service by the City, and shall comply with requirements of this Article.
- (b) A User of Reclaimed Water shall only accept delivery of Reclaimed Water from vehicles and Container Units that have been properly permitted in accord with this Article.
- (c) A User of Reclaimed Water delivered by a vehicle shall sign the original of a City of Bastrop trip ticket prepared by a permitted transporter for all of the Reclaimed Water received by the User from such transporter.
- (d) The User shall note any "significant discrepancies" on each copy of the trip ticket, including differences between the quantity of Reclaimed Water on the trip ticket and the quantity of Reclaimed Water the User actually received. For purposes of this Section a "significant discrepancy" in quantity is any variation greater than fifteen percent (15%), measured in gallons.
- (e) Violations of this section by Users are ground for revocation or suspension of a Reclaimed Water Permit.

Section 13.12.014. Additional Reclaimed Water Transportation Permit Holder Responsibilities.

- (a) A permit holder shall immediately notify the Director of Public Works, in writing, when a Reclaimed Water Transporter's business is assigned, transferred, sold, ceases to operate as registered with the Secretary of State, or for any other reason.
- (b) A permit holder commits an offense if the permit holder fails to provide notice to the Director, as required by this Section.
- (c) A permit for the Transportation of Reclaimed Water shall be invalid on the assignment, transfer, sale or cessation of operation of the Transporter, as stated above.

PART 3. The City Manager and City Secretary are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect this amendment.

PART 4. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect. If any provision of this Ordinance or application thereof to any person or

circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

PART 5. This Ordinance shall be effective upon final approval by the City Council upon the date noted herein below.

READ and APPROVED on First Reading on the 10th day of March 2015.

READ and ADOPTED on Second Reading on the 24 day of March 2015.

APPROVED:



Kenneth W. Kesselus, Mayor

ATTEST:



Elizabeth Minerva Lopez, City Secretary

Approved as to Form:



Jo-Christy Brown, Esq.
City Attorney

**CITY OF BASTROP WATER DEPARTMENT
RECLAIMED WATER SERVICE APPLICATION/AGREEMENT**

[FOR RECLAIMED WATER USERS - VEHICLE/CONTAINER UNIT TRANSPORTERS]

City Use Only:

Effective Date: _____, 20____ **Contract No. RW -** _____
Renewal Date: January 2, 20____

PROVIDER:

City of Bastrop Water Department (City)
1311 Chestnut Street
Bastrop, Texas 78602

USER:

For the consideration provided herein, City agrees to supply and User agrees to accept, store and use reclaimed water in accordance with the terms and conditions of this Reclaimed Water Service Agreement (the "Agreement"). This Agreement incorporates and is subject to all of the terms and conditions set out herein as well as all of the following:

- All applicable Attachments and Appendices attached hereto;
-
- All applicable local, state, and federal statutes, ordinances, and regulations, as they may be amended, now or hereafter in effect ("Applicable Laws"), including without limitation, Chapter 210 of Title 30 of the Texas Administrative Code and Article ____ of Chapter ____ of the City of Bastrop's Code of Ordinances (the "City Code").

1. Use

a. General.

User shall use reclaimed water supplied by the City under this Agreement (the "Reclaimed Water") only as authorized by Applicable Laws, including, without limitation, Sections 210.22 (General Requirements), 210.24 (Irrigation Using Reclaimed Water), and 210.32 (Specific Uses of Reclaimed Water) of Title 30 of the Texas Administrative Code, and Article VII of Chapter 35 of the City Code. The City in no way represents that the Reclaimed Water provided under this Agreement is suitable for User's purposes. Rather, the User is solely responsible for that determination.

b. Specific.

User agrees to use the Reclaimed Water only for the purpose(s) and in the location(s) described in Attachment A hereto. User agrees to obtain the City's written consent prior to using the Reclaimed Water for a purpose or at a location not described in Attachment A. Any changes to the purpose and/or the location of use of the Reclaimed Water must be reflected in a substitute Attachment A, and attached hereto, and be approved in writing by the City, prior to delivery to the User by the City. User agrees to take steps to minimize the risk of inadvertent human exposure to the Reclaimed Water. City may terminate this Agreement immediately, in its sole discretion, if City determines that User has failed to use the Reclaimed Water in accordance with Applicable Laws, this Agreement, and/or Attachment A.

c. Prohibited Uses:

User hereby covenants and agrees to the following:

- i. The Reclaimed Water shall not be used for drinking, food preparation, domestic purposes or any type of human consumption, but Reclaimed Water may be used for toilet or urinal flush water in commercial applications, if noted as a purpose in Attachment A, hereto.
- ii. The Reclaimed Water shall not be sold or supplied to any other person.
- iii. Except as User may otherwise be expressly authorized by the TCEQ, Reclaimed Water may not be discharged into, or adjacent to, the waters of the State.
- iv. There shall be no nuisance conditions resulting from the distribution, use and/or storage of the Reclaimed Water.

2. Quantity

a. Proposed Annual Amount (If known)

User anticipates that it will require approximately _____ gallons of Reclaimed water from the City, from _____, 20____ until _____, 20____. User acknowledges and agrees, however, that the City does not and cannot guarantee that Reclaimed Water will be available for User, at all times.

3. Delivery

a. Reclaimed Water Transportation

It is the User's sole responsibility to contract with and arrange for delivery of Reclaimed Water by vehicle to the location(s) identified in Attachment A. All vehicles and Container Units used to transport reclaimed water must have a current Reclaimed Water Transportation Permit issued by the City, and must comply with all applicable requirements of Chapter ____, Article ____ of the City's Code. See attached Exhibit D, "Transportation Application/Agreement."

- b. Transport, in appropriate containers and in accord with the standard of 30 TAC 210, the TCEQ, and this Article, the Reclaimed Water to the site or property on which the Reclaimed Water is to be used, as stated in more detail below.

4. Quality

a. State Standards

The City agrees to transfer to User, at the time of delivery to the Container Unit, Reclaimed Water of at least the minimum quality required by State standards for either Type I or Type II usage, as applicable, and as set forth in Section 210.33 of Title 30 of the Texas Administrative Code, as such may be amended or superceded from time to time.

Pursuant to Section 210.33(1), the minimum Reclaimed Water quality for **Type I** water initially will be equal to or less than:

BOD₅ or CBOD₅

5 mg/l

Turbidity	3 NTU
Fecal coliform or <i>E. coli</i>	20 CFU/100 ml*
Fecal coliform or <i>E. coli</i>	75 CFU/100 ml**
<i>Enterococci</i>	4 CFU/100 ml*
<i>Enterococci</i>	9 CFR/100 ml**

* 30-day geometric mean

** maximum single grab sample

Pursuant to Section 210.33(2)(A), the minimum Reclaimed Water quality for **Type II** water initially will be equal to or less than:

BOD ₅	20 mg/l
or CBOD ₅	15 mg/l
Fecal coliform or <i>E. coli</i>	200 CFU/100 ml*
Fecal coliform or <i>E. coli</i>	800 CFU/100 ml**
<i>Enterococci</i>	35 CFU/100 ml*
<i>Enterococci</i>	89 CFU/100 ml**

* 30-day geometric mean

** maximum single grab sample

b. Warranties

User understands and agrees that the quality of the Reclaimed Water is different from that of User's normal potable water supply. User understands and agrees that the City makes no warranties as to the quality of the Reclaimed Water beyond those contained in Section 4a. 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.

5. Reclaimed Water Use Requirements

a. General

The use of Reclaimed Water is regulated by the Texas Commission on Environmental Quality ("TCEQ") and Article ___ of Chapter ___ of the City Code. A copy of Article ___ of Chapter ___ is included as Attachment C. User shall fully inform itself of applicable requirements for the use of Reclaimed Water and abide by all Applicable Laws. Delivery of Reclaimed Water may, at City's sole discretion, be immediately terminated by City for reasonably suspected violation of the provisions of any Applicable Laws.

b. Reclaimed Water Supervisor

- i. 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 City 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 onsite use of Reclaimed Water, monitoring User's Reclaimed Water system for prevention of potential hazards, and coordination with the City and other applicable regulatory agencies. The City 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 Laws.
- ii. User shall inform the City in writing of the name, position and daytime and nighttime telephone numbers of User's Reclaimed Water Supervisor and shall promptly inform the City in writing of any changes of designee and/or phone numbers during the term of this Agreement. In addition, the User shall provide the City with a secondary contact name and number(s) which may be used in the case of an emergency when the named Supervisor cannot be reached.

c. Onsite Facilities (We are not concerned with this section are we?)

- i. Only leak-proof certified fabricated storage tanks may be used if User requires onsite storage. Fabricated tank must be located outside of FEMA floodways. User shall provide leak-proof certification for each intended onsite storage tank.
- ii. User shall be responsible for preventing unauthorized access to Reclaimed Water. User shall implement measures that will prevent unauthorized access to reclaimed water facilities (Container Unit storage tanks, etc.) Measures could include, but are not limited to securable valves and specially sized hose bibs.

d. Notifications

- i. 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 all Applicable Laws.
- ii. As required, User shall implement a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable waterlines. User shall have signs a minimum of eight inches by eight inches posted at all storage areas and on all hose bibs and faucets, in both English and in Spanish, with the words "Reclaimed Water, Do Not Drink" or a similar warning in accordance with 30 TAC 210.25 and on all storage facilities as per 30 TAC 210.23.
- iii. Prior to User's commencement of the use of Reclaimed Water under this Agreement, the City will notify the Executive Director of the TCEQ and obtain approval for such use in accordance with Section 210.4 of Chapter 210 of Title 30 of the Texas Administrative Code.
- iv. User agrees to notify City by telephone or fax of any Reclaimed Water use not authorized by this Agreement, including, but not limited to, spills, leaks, discharges, or releases of a material volume of Reclaimed Water into or adjacent to the waters of the State. The only exception is when the discharge or spill is caused by rainfall events or in accordance with a permit issued by the TCEQ.

Telephone or faxed notice must be given to City within 24 hours of obtaining knowledge of any such spill, leak, discharge, or release. City personnel will then assist in (1) assessing the extent of the unauthorized discharge and (2) aid in determining what reports, if any, need to be made as well as assist in making the reports. City will then provide written notice to TCEQ within 5 working days of obtaining knowledge of any such spill, leak, discharge or release. Notification contacts are as follows:

**City of Bastrop Water Department
Supervisor – Mr. Curtis Hancock
Bastrop, Texas 78602**

**Phone Number: 512.332.8961
Fax Number: 512.332.0279**

7. Price and Payment for Use of Reclaimed Water.

a. Rates and Fees

User shall pay the City for Reclaimed Water and all applicable fees in accordance with Appendix A, ___ of the City Code, as such may be amended from time to time.

b. Payment

Each month User shall make a payment to City based on the applicable rate for the amounts of Reclaimed Water received by User for the preceding month ("Monthly Payments"). Monthly Payments are due as provided in Article ___, Chapter ___ of the City Code, as such may be amended. A penalty for late payment may be assessed in accordance with Article ___, Chapter ___ of the City Code, as such may be amended.

8. Permission to Enter.

User hereby grants to the City 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 City-installed facilities, for meter reading, and for observing and verifying that User is properly operating is reclaimed water facilities in accordance with the terms and conditions of this Agreement, and Applicable Laws. When entering User's premises, the City or the regulatory agencies shall not unreasonably interfere with User's operations and its use of the premises.

9. Interruption of Service.

City may interrupt Reclaimed Water service at any time if City determines that User is in breach of any provision in this Agreement. If City interrupts service pursuant to this subsection, User shall have 30 days to cure the breach to the satisfaction of City. If User fails to cure the breach to the satisfaction of City in the period provided, City shall have the right to immediately terminate the Agreement. The provisions of this Section are not intended to limit the rights of City contained in Section 10 of this Agreement.

10. Termination.

a. With Notice

Except as otherwise provided herein, either party may terminate this Agreement by giving the other party a minimum of 180 days written notice of an intent to terminate.

b. Unauthorized Use

Notwithstanding any provision in this Agreement to the contrary, City may terminate this Agreement immediately if City determines that the use of the Reclaimed Water is not in strict compliance with this Agreement or Applicable Laws, as each may be amended.

c. Onsite System

Notwithstanding any provision in this Agreement to the contrary, City may terminate this Agreement immediately if City determines that the Onsite System is not in strict compliance with this Agreement or Applicable Laws, as each may be amended.

d. Nonpayment

In the event User fails to timely pay for Reclaimed Water in accordance with this Agreement, City may interrupt service and terminate this Agreement as authorized by Chapter ___ of the City Code. Service will not be interrupted for failure to pay an amount contested in good faith by User and in accordance with City's established procedures, so long as User timely pays all other charges due and not in dispute. All billing inquiries, disputes and decisions to terminate Reclaimed Water service for nonpayment shall be resolved in accordance with City's established policies as such policies may be amended from time to time.

e. Conveyance of Premises

City may terminate this Agreement immediately if User leases, sells, or conveys to another entity ownership, control or possession of all or parts of the land on which all or part of the Onsite System is located; provided, however, that City may, in its discretion and on conditions it may require, permit this Agreement to be assigned to such other entity if the entity will use the Annual Amount of Reclaimed Water for the same purposes and in the same locations as established in the applicable Attachments hereto, all in accordance with this Agreement.

11. Liability, Indemnification and Force Majeure.

a. User's Liability

User shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind, including environmental liability, arising from the use, distribution or discharge of the Reclaimed Water, whether such use is intended or accidental, or authorized by this Agreement and Applicable Laws or otherwise. User shall be solely responsible for any and all claims, damages, deaths, losses, injury, fines, penalties, suits and liability of every kind arising from or relating to the design, installation, construction, connection, maintenance, operation and modification of the Onsite System, regardless as to whether the Onsite System was released for service by City.

b. Indemnification

To the extent permitted by Applicable Law, User agrees to indemnify and hold harmless the City of BASTROP, and their employees, officers, agents and representatives from and against any and all claims, losses, damages, fines, penalties, causes of action, suits, and liability of every kind, including environmental liability, all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with User's distribution, use and/or storage of the

Reclaimed Water provided hereunder, and/or the design, installation, construction, connection, maintenance, modification or operation of User's Onsite System, including when caused, in whole or part, by User, third parties, or by the contributory negligence of City representatives. It is the expressed intent of the parties hereto that the indemnity provided for in this paragraph is an indemnity by User to indemnify and protect City representative from the negligent acts of the User, third parties, and City representatives, except when caused by the sole negligence of City representatives.

c. Force Majeure

If by reason of Force Majeure, the City shall be rendered unable wholly or in part to carry out its obligations under this Agreement to provide for sale Reclaimed Water, it shall not be required to do so, and its failure to so provide the 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 Bastrop Water System, unsuitable Reclaimed Water quality, other processing causes, or due to priority City needs. Nothing herein shall be construed to enlarge the duty or liability of the City beyond that imposed by law.

12. 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 competent jurisdiction sitting in Bastrop 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 City 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 City 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:

City:

User:

Bastrop Water Department

Attn: Trey Job,

Director of Public Works

Bastrop, Texas 78602

Phone: 512.321.88 ____

Phone/ Night: _____

Email: tjob@cityofbastrop.org

Reclaimed Water User

Reclaimed Water Supervisor

Phone/ Day: _____

Phone / Night: _____

Email: _____

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.

IN WITNESS WHEREOF, the City and User have executed this Application/Agreement as of the date and year first written above.

Application Executed by Applicant:

**APPLICATION APPROVED -- RECLAIMED WATER AGREEMENT:
[Document Becomes a Binding Contract when Executed by the City of Bastrop]**

City Representative

ATTACHMENT A

PURPOSE AND LOCATION OF USE

For City Use Only:

Effective Date of this Attachment: _____, 20_____

Contract No. _____

Renewal Date of Attachment: _____, 20_____

1. General category of reclaimed water use(s).

Type I Use: [E.g., Irrigation or other uses in areas where the public may be present during the time when irrigation takes place or other uses where the public may come in contact with the reclaimed water.]

Mark all that are applicable.

- Residential irrigation, including landscape irrigation at individual homes.
- Urban uses, including irrigation of public parks, golf courses with unrestricted public access, school yards, or athletic fields.
- Use of reclaimed water for fire protection, either in internal sprinkler systems or external fire hydrants.
- Irrigation of food crops where the applied reclaimed water may have direct contact with the edible part of the crop, unless the food crop undergoes a pasteurization process.
- Irrigation of pastures for milking animals.
- Maintenance of impoundments or natural water bodies where recreational activities, such as wading or fishing, are anticipated even though the water body was not specifically designed for such a use.
- Toilet or urinal flush water.
- Other similar activities where the potential for unintentional human exposure may occur – Provide Detail on other activity _____

Type II Use: [E.g., Irrigation or other uses in areas where the public is not present during the time when irrigation activities occur or other uses where the public would not come in contact with the reclaimed water.]

Mark all that are applicable.

- Irrigation of sod farms, silviculture, limited access highway rights of way, and other areas where human access is restricted or unlikely to occur. The restriction of access to areas under irrigation with reclaimed water could include the following:
 - (i) The irrigation site is considered to be remote.

- (ii) The irrigation site is bordered by walls or fences and access to the site is controlled by the owner/operator of the irrigation site.
- (iii) The irrigation site is not used by the public during the times when irrigation operations are in progress. Such sites may include golf courses, cemeteries, and landscaped areas surrounding commercial or industrial complexes. The "syringing" or "wetting" of greens and tees on golf courses shall be allowable under Type II so long as the "syringing" is done with hand-held hoses as opposed to automatic irrigation equipment. The public need not be excluded from areas where irrigation is not taking place. For example, irrigation of golf course fairways at night would not prohibit the use of club house or other facilities located a sufficient distance from the irrigation.
- (iv) The irrigation site is restricted from public access by local ordinance or law with specific standards to achieve such a purpose. external fire hydrants.

- Irrigation of food crops where the reclaimed water is not likely to have direct contact with the edible part of the crop, or where the food crop undergoes pasteurization prior to distribution for consumption.
- Irrigation of animal feed crops other than pasture for milking animals.
- Maintenance of impoundments or natural water bodies where direct human contact is not likely.
- Soil compaction or dust control in construction areas where application procedures minimize aerosol drift to public areas.
- Cooling tower makeup water. Use for cooling towers which produce significant aerosols adjacent to public access areas may have special requirements.
- Other non-potable uses: _____

2. Describe specific purpose of reclaimed water use(s)

3. Does the proposed use location fall within the City's Approved Service Area?

Yes No

See Attached Map.

Provide addresses or description of locations(s) where Reclaimed Water will be used.

4. Does this Attachment A supersede a previous Attachment A? Yes No

If yes, what is the Effective Date of superseded Attachment A? _____

If yes, describe how this Attachment varies from the prior Attachment A.

ATTACHMENT B

ANNUAL AMOUNT AND MONTHLY VOLUMES

1. User's total maximum annual quantity of reclaimed water ("Annual Amount"):

_____ acre feet/year

2. Peak usage required _____ gallons per day

3. Monthly volumes

MONTH	Approximate Usage (acre feet/month)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Does this Attachment B supersede a previous Attachment B? Yes No

If 'yes', what is the Effective Date of superseded Attachment B?

ATTACHMENT C

BASTROP CITY CODE
CHAPTER _____
ARTICLE _____

ATTACHMENT D
TRANSPORTATION CONTRACT

For City Use Only:	
Effective Date of this Attachment: _____, 20____	Contract No. _____
Renewal Date of Attachment: _____, 20____	

1. Is User identified on the Application/Agreement also the sole Transporter of Reclaimed Water under the Agreement?

Yes No

*{If "yes" then User permits all vehicles via User information.}
{If "no" then, each Transporter must obtain a City permit for each transporting vehicle and Container Unit}*

If "No", then provide information below as to the additional Transporters who will transport Reclaimed Water for the User holding the Agreement with the City:

Does this Attachment D supercede a previous Attachment D?

Yes No

If 'yes,' what is the date of the Attachment D that is superceded?

<i>City Use Only:</i>	
Permit Number: _____	Transporter ID: _____
Date Permit Issued by City: _____	Expires: _____

[Use separate page for each individual Transporter]

Bastrop WWW Dept. Representative

_____, 20____
Date

TRANSPORTER DATA SHEET

Company Name of Transporter: _____

Address: _____

_____, _____

Insurance Provider: _____

Policy Number: _____

Supervisor Name: _____

'Daytime Phone #: _____

Evening Phone Number: _____

Has Transporter been issued a Reclaimed Water Transporter ID #?

Yes No

If 'Yes', Provide the Transporter ID No. _____ / Permit No. _____

Expiration Date: _____, 20__

If permit has not expired and no changes are required, no further information is necessary.

If 'Yes" provide names of transporter below and have each one complete an Transporter Data Sheet to include in this Agreement.

List of Transporters:

Name of Drivers: *

**Provide additional sheet if necessary. Provide photocopies of drivers' license for each identified driver.*

Vehicle/Container Unit Information:

1. Make/Model _____ year _____ Tx. Lic. Plt # _____
2. Make/Model _____ year _____ Tx. Lic. Plt # _____
3. Make/Model _____ year _____ Tx. Lic. Plt # _____
4. Make/Model _____ year _____ Tx. Lic. Plt # _____

City Use Only:

Permit Number: _____ Transporter ID: _____
Date Permit Issued by City: _____ Expires: _____

????????????????????????????

Transporter # ____: Company Name: _____
Vehicle /Container Unit to be used by Transporter: _____
Make of Vehicle: _____
Year of Vehicle: _____
Vehicle Tx Tag Number: _____
Driver's Name: _____
Driver's Company: _____
Driver's Address: _____
Driver's Day Phone Number: _____
Driver's Night Phone Number: _____
Permit Number: _____
Date Permit Issued by City: _____
Insurance Provider: _____
Policy Number: _____

<p><i>City Use Only:</i></p> <p>Permit Number: _____ Transporter ID: _____ Date Permit Issued by City: _____</p>
--

[Use separate page for each individual Transporter]

