



# Non-potable Water Use Permit Application

**Public Works Department  
Operations Division**  
05/2019

**Instructions to Submit:**

Please forward completed application to Public Works/Operations at:  
Email: operations@brentwoodca.gov  
Fax: (925) 516-6001  
Mail: 2201 Elkins Way, Brentwood CA 94513

<i>Office Use Only</i>	
Assigned Permit No:	_____
Effective Dates:	_____
Utility Account #:	_____

Applicant Name	City of Brentwood Business License #
Applicant Address	City, State, Zip
Billing Address (if different from above)	City, State, Zip
Billing Telephone	
Site Supervisor Name	
Site Address	<b>Brentwood CA 94513</b> Square Foot or Acres of Irrigated Area
Site Supervisor Telephone	
Site Owner Name	
Site Owner Address	City, State Zip
Site Owner Telephone	

By signing this application, APPLICANT, Site Supervisor, and Site Owner (herein collectively referred to as "APPLICANT") expressly agree to use non-potable water in accordance with the provisions of Title 13, Chapter 13.06 of the City of Brentwood Municipal Code ("BMC") and the BMC provisions referenced therein, and the following Terms and Conditions for Recycled Water Operations, Use and Service mandated by BMC section 13.06.155 and set forth in Exhibit A, attached hereto and incorporated herein by reference. Failure to follow such provisions and terms shall be cause for termination of non-potable water service to APPLICANT's site.

In accordance with BMC sections 13.06.160 and 13.06.170, APPLICANT shall request a permit to use non-potable water prior to receiving water service. Non-potable water describes any water not suitable for drinking.

Applicant signature	Date
Name and Title (printed)	
Site Supervisor Signature	Date
Site Owner Signature	Date

Permit Approved			
_____	_____	_____	_____
Wastewater Operations Manager	Date	Water Conservation Specialist	Date

Terms and Conditions for Non-potable Water Operations, Use and Service

1. Provisions of Non-potable Water Service: Non-potable water is being provided to APPLICANT for commercial landscape and irrigation purposes only (hereinafter "Approved Use".) City of Brentwood ("CITY") will supply APPLICANT with either disinfected tertiary recycled water compliant with State of California, Department of Public Health Regulations, Title 22 of the California Code Regulations and other applicable federal, state and/or local laws and regulations; or raw water depending upon availability.

CITY's recycled water deliveries will occur throughout periods of drought, however, APPLICANT understands and agrees that service may be interrupted due to catastrophic events, equipment failure and/or regulatory agency orders. APPLICANT agrees that the CITY shall not be responsible or liable for any suspension in service or failure to supply recycled water, or for any damage, or injury to person or property relating to the provision of recycled water. APPLICANT agrees to defend, indemnify and hold the CITY harmless from any and all claims, injuries, liability, or damages which may arise out of an interruption in service, or any damage, or injury to person or property resulting from the provision of recycled water, except those matters arising from the CITY's sole active negligence.

APPLICANT further understands that raw water deliveries may be affected by drought and maintenance schedules. APPLICANT agrees that the CITY shall not be responsible or liable for any suspension in service or failure to supply raw water, or for any damage, or injury to person or property relating to the provision of raw water. APPLICANT agrees to defend, indemnify and hold the CITY harmless from any and all claims, injuries, liability, or damages which may arise out of an interruption in service, or any damage, or injury to person or property resulting from the provision of raw water, except those matters arising from the CITY's sole active negligence.

2. APPLICANT's Obligations:  
APPLICANT shall design and construct the non-potable water system in compliance with the provisions of Title 13, Chapter 06 of the City of Brentwood Municipal Code ("BMC") and CITY's Standard Plans and Specifications, as may be amended from time to time, all of which are incorporated herein by reference.

APPLICANT shall use non-potable water in compliance with all local, state and federal laws and regulations including, but not limited to, the CITY's Master Reclamation Permit from the California Regional Water Quality Board ("RWQCB") and all directives and/or orders issued by RWQCB or any other regulatory agency; the Master Engineering Report; Title 13, Chapter 06 of the BMC; and the CITY's Rules and Regulations for the Use of Recycled Water, as may be amended from time to time, all of which are incorporated herein by reference.

APPLICANT agrees to pay all rates, charges, fees, costs and penalties identified in Title 13 of the BMC relating to recycled water, and agrees to pay monthly utility bills for recycled water in accordance with the provisions of the BMC. APPLICANT agrees to maintain APPLICANT's irrigation system consistent with the City of Brentwood's Standard Plans and Specifications, including, but not limited to, the CITY's Standards for On-Site Recycled Water Systems, as may be amended from time to time, all of which are incorporated herein by reference. Any agreement between APPLICANT and a third party of management or landscape system maintenance shall not in any way relieve APPLICANT of any obligation, term or condition of this agreement. APPLICANT agrees to inform third parties and to require and be responsible for their compliance with APPLICANT's obligations set forth herein.

APPLICANT agrees to designate a Site Supervisor, as that term and its attendant responsibilities are defined in BMC sections 13.06, for APPLICANT's premises, including but not limited to the Recycled Water Use Area. APPLICANT agrees to have the Site Supervisor and any successors attend any required training performed by the CITY on a regular basis. APPLICANT agrees to provide the CITY with a twenty-four (24) hour emergency contact number for the Site Supervisor and APPLICANT further agrees to notify the CITY within two (2) weeks if a change to the Site Supervisor is made. APPLICANT agrees to observe the use area quarterly for the presence of soil saturation, ponding, nuisance odors, or vectors.

APPLICANT agrees to notify the CITY immediately if any of the following occurs:

- A cross-connection between the non-potable water system and any other water supply is found,
- A failure of APPLICANT's non-potable water system occurs causing a discharge of non-potable water to the storm drain system or surface waterway.

3. Access: APPLICANT grants the CITY access/right of entry to APPLICANT's premises where non-potable water is being utilized for the following purposes:
  - Inspection of non-potable water facilities,
  - Inspection for compliance with these "Terms and Conditions for Non-potable Water Operations, Use and Service."
4. Prohibitions: APPLICANT understands and agrees that the following are expressly prohibited:
  - Cross-connections between the APPLICANT's non-potable water system and any other water supply,
  - Conversion of irrigation systems utilizing non-potable water to potable water.
5. Signage: All areas of non-potable Water Use that are accessible to the public shall be posted with signage that conforms to the mandatory requirements of the BMC and CITY Standard Plans and Specifications.
6. Breach and Enforcement: APPLICANT understands and agrees that the failure to comply with the Terms and Conditions for Non-potable Water Operations, Use and Service shall give rise to all of the remedies available to the CITY as provided in Title 13 of the BMC in addition to any other remedies provided at law.
7. Attorneys' Fees and Governing Law: In any action brought by either party to enforce the terms of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees. Any action arising out of this agreement shall be brought in Contra Costa County, California, regardless of where else venue may lie. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. Successors and Assigns: Assignment of the rights and obligations of the agreement are expressly prohibited without first obtaining the CITY's express written consent and approval by those with requisite authority. However, owners of non-residential property served by the CITY may assign responsibility for the payment of water bills incurred for service, including non-potable water service, to such property to the owner's tenants or lessees. Notwithstanding the forgoing, owners of non-residential properties shall remain ultimately responsible for all other conditions of use of non-potable water.