

## Town of Lyman Water Department Service Agreement

### CONDITIONS FOR PROVIDING SERVICE:

Water service is provided based on the following terms and limitations:

- 1) The customer agrees to take all measures necessary to prevent the contamination of the plumbing system within his premises and the Purveyor's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any back pressure or backsiphonage condition, including the disruption of supply from the Purveyor's system that may occur by reason of routine maintenance or during emergency conditions, such as a water main break.
- 2) The customer agrees to install, operate and maintain at all times, his plumbing system in compliance with the current edition of the Plumbing Code having jurisdiction as it pertains to the prevention of contamination, and protection from thermal expansion due to a closed system that could occur with the present or future installation of backflow preventers on the customer's service and/or at plumbing fixtures.
- 3) For cross connection control or other public health related surveys, the customer agrees to provide free access for the employees or agents of the Purveyor to all parts of the premises during reasonable working hours of the day for routine surveys, and at all times during emergencies. Where agreement for free access for the Purveyor's survey is denied, water service may be supplied by the Purveyor, provided premises isolation is provided through a Purveyor/WA DOH approved reduced pressure backflow assembly (RPBA).
- 4) The customer agrees: (a) to have tested upon installation, annually thereafter or when requested by the Purveyor, after repair and after relocation his RPBA or DCVA installed to protect the Purveyor's distribution system, (b) to have all testing done by a Purveyor approved and State Department of Health currently certified Backflow Assembly Tester (BAT) with certification as a Cross Connection Control Specialist (CCS), (c) to have the RPBA or DCVA tested following the procedures approved by the WA DOH with the recommended additional procedures in the "*Cross Connection Control Manual, Accepted Procedures and Practice*", Sixth Edition, December 1995, or latest edition thereof, and (d) to submit to the Purveyor the results of the test(s) on the Purveyor supplied test report form within the time period specified by the Purveyor.

The customer agrees to bear all costs for the aforementioned installed, testing, repair, maintenance and replacement of the RPBA or DCVA or derivative thereof installed to protect the Purveyor's distribution system.

- 5) At the time of application for service, if required by the Purveyor, the customer agrees to submit plumbing plans and/or a cross connection control survey of the premises by a Purveyor approved and Washington Department of Health certified Cross Connection Control Specialist (CCS).

The survey shall assess the cross connection hazards and list the backflow prevention provided within the premises. The results of the survey shall be submitted prior to the Purveyor turning on water service to a new customer. The cost of the survey shall be borne by the customer.

- 6) For classes of customers other than single family residential, when required by the Purveyor, the customer agrees to submit a cross connection control re-survey of the premises by the person described above. The Purveyor may require the re-survey to be performed in response to changes in customer's plumbing, or performed periodically (annual or less frequent) where the Purveyor considers the customer's plumbing system to be complex or subject to frequent changes in water use. The cost of the re-survey shall be borne by the customer.
- 7) Within 30 days of a request by the Purveyor, a residential customer shall agree to complete and submit to the Purveyor a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system of the Purveyor's distribution system. Further, the residential customer agrees to provide within 30 days of the request by the Purveyor a cross connection control survey of the premises by a Purveyor approved and Washington Department of Health certified Cross Connection Control Specialist (CCS).
- 8) The customer agrees to obtain the prior approval from the Purveyor for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the Purveyor for cross connection control.

- 9) The customer agrees to immediately notify the Purveyor and the local public health Inspection jurisdiction of any backflow incident occurring within the premises, (i.e., entry into the potable water of any contaminant or pollutant) and shall cooperate fully with the Purveyor to determine the reason for the incident.
- 10) The customer acknowledges the right of the Purveyor to discontinue water supply within 72 hours of giving notice, or a lesser period of time if required to protect the public health if the customer fails to cooperate with the Purveyor in the survey of premises, in the installation, maintenance, repair, inspection or testing of backflow prevention assemblies or air gaps required by the Purveyor, or in the Purveyor's effort to contain a contaminant or pollutant that is detected in the customer's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service the Purveyor may install a reduced pressure backflow assembly (RPBA) on its service pipe to provide premises isolation, and recover all of its costs for the installation and subsequent maintenance and repair of the assembly, appurtenances and enclosure from the customer as fees and charges for water. The failure of the customer to pay these fees and charges may result in termination of service in accordance with the Purveyor's water billing policies.

- 11) The customer agrees to indemnify and hold harmless the Purveyor for all contamination of the customers plumbing system or the Purveyor's distribution system that results from an unprotected or inadequately protected cross connection within his premises. This indemnification shall pertain to all backflow conditions that may arise from the Purveyor's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the customer to provide adequate facilities to collect, store and pump water for his premises.
- 12) The customer agrees that, in the event legal action is required and commenced between The Purveyor and the customer to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney's fees as determined by the Court.
- 13) The customer acknowledges that the Purveyor's survey of a customer's premises is for the sole purpose of establishing the Purveyor's minimum requirements for the protection of the public water supply system, commensurate within the Purveyor's assessment of the degree of hazard.

It shall not be assumed by the customer or any regulatory agency that the Purveyor's survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by the Purveyor personnel constitutes an approval of the customer's plumbing system, or an assurance to the customer of the absence of cross connection therein.

- 14) The customer acknowledges the right of the Purveyor, in keeping with changes to State regulations, industry standards, or the Purveyor's risk management policies, to impose retroactive requirements for additional cross connection control measures.

The Purveyor shall record the customer's agreement to the above terms for service on an "Application of Water Service", "Application for Change of Water Service" or other such forms prepared by the Purveyor and signed by the customer.