



## Hartstene Pointe Water-Sewer District Cross-Connection Control Program, Conditions of Service

### **PURPOSE: Prevention of Contamination**

Water normally flows in one direction, from the public water system through the customer's cold or hot water plumbing to a sink tap or other plumbing fixture. The plumbing fixture is the end of the potable water system and the start of the waste disposal system. Under certain conditions water can flow in the reverse direction. This is known as backflow. Pollutants or contaminants can enter the public drinking water system through uncontrolled cross connections when backflow occurs. To prevent contamination of the public water system, the Hartstene Pointe Water-Sewer District operates a Cross Connection Control (CCC) Program.

In general, the installation of plumbing in compliance with the plumbing code will provide adequate protection from contamination. However, the District requires, as a condition of service, an evaluation of your water use to help determine if there exists special plumbing that increases the risk of contamination above the normal level found in residential homes. If a risk is identified, you will be required to install a backflow prevention assembly.

To help determine if a backflow prevention assembly is required, you are required to periodically complete a questionnaire which will help the District assess the risk of contamination to the public water system. Based on the evaluation of the results of the questionnaire, installation of backflow prevention assemblies may be required.

### **Conditions of Service**

To remain in compliance with the District's Cross Connection Control Program all customers must adhere to the following, as a condition of receiving 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/her premises and the District's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any backpressure or backsiphonage condition, including the disruption of the water supply from the District's system that may occur during routine system 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 Uniform Plumbing Code 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 for the District's agents free access to all parts of the premises during reasonable working hours of the day for routine surveys and at all times during emergencies.
4. The customer agrees to install all backflow prevention assemblies requested by the District and to maintain those assemblies in good working order. The assemblies shall be of a type, size, and make approved by the Washington State Department of Health and acceptable to the District. The assemblies shall be installed in accordance with the recommendations given in the most recently published edition of the Cross Connection Control Manual, Accepted Procedures and Practice, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof. The assemblies shall be installed in accordance with District standards as stated in this program.
5. The customer agrees to:
  - a. Have all assemblies (e.g., RPBA's and/or DCVA's) that the District relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by the District, after repair, and after relocation.
  - b. Have all testing done by a District-approved and currently DOH-certified Backflow Assembly Tester (BAT).
  - c. Have the RPBA or DCVA tested in accordance with DOH-approved test procedures; and
  - d. Submit to the District the results of the test(s) on District-supplied test report forms within the time period specified by the District.
6. The customer agrees to bear all costs for the aforementioned installation, testing, repair, maintenance and replacement of the RPBA, RPDA, DCVA or DCDA installed to protect the District's distribution system.
7. At the time of application for service, if required by the District, the customer agrees to submit a Water Use Questionnaire. The Water Use Questionnaire shall assess the cross-connection hazards and list the backflow preventers provided within the premises. The results of the Questionnaire shall be submitted prior to the District turning on water service to a new customer.
8. Within 30 days of any request by the District a residential customer shall agree to complete and submit to the District a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system on the District's distribution system. Further, the residential customer agrees to provide within 30 days of a request by the District a cross-connection control survey of the premises by a Washington State Department of Health certified Cross Connection Specialist acceptable to the District.
9. The customer agrees to obtain the prior approval from the District for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the District for cross-connection control.
10. The customer agrees to immediately notify the District and the local health jurisdiction of any backflow incident occurring within the customer's premises (i.e., entry of any

contaminant/pollutant into the drinking water) and shall cooperate fully with the District to determine the reason for the backflow incident.

11. The customer acknowledges the right of the District to discontinue the water supply within 72 hours of giving notice to the customer, or a lesser period of time if required to protect public health, if the customer fails to cooperate with the District in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by the District, or in the District'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 District may install an RPBA on the service pipe to provide premises isolation, and recover all 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 water service in accordance with the District's water billing policies.

12. Where the District imposes mandatory premises isolation in compliance with Washington State Department of Health regulations, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of the District's water meter, the customer acknowledges his obligation to comply with the other cross-connection control regulations having jurisdiction (i.e., Uniform Plumbing Code). Although the District's requirements for installation, testing, and repair of backflow assemblies may be limited to the RPBAs used for premises isolation, the customer agrees to the other terms herein as a condition of allowing a direct connection to the District's service pipe.
13. The customer agrees to indemnify and hold harmless the District for all contamination of the customer's plumbing system or the District's distribution system that results from an unprotected or inadequately protected cross connection within the customer's premises. This indemnification shall pertain to all backflow conditions that may arise from the District'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/her premises.
14. The customer agrees that, in the event legal action is required and commenced between the District and the customer to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all incurred costs and expenses including, but not limited to reasonable attorney's fees as determined by the Court.
15. The customer acknowledges that the District's survey of a customer's premises is for the sole purpose of establishing the District's minimum requirements for the protection of the public water supply system, commensurate with the District's assessment of the degree of hazard.

It shall not be assumed by the customer or any regulatory agency that the District'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 District's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross connections therein.

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

The District will enforce all water, sewer and cross connection control program regulations. All property owners within the Hartstene Pointe Community are customers of the Hartstene Pointe Water-Sewer District and will abide by the governing documents, rules, regulations and resolutions of the District.

As a customer of the Hartstene Pointe Water-Sewer District, it is your duty to adhere to the Conditions of Service Outlined Above.

Thank you for your cooperation.

Mont R. Jeffreys  
General Manager