

FREELAND WATER and SEWER DISTRICT
Mailing: PO Box 222 Freeland, Washington 98249 Phone: (360) 331-5566
Location: 5585 Lotto Avenue - Freeland, WA

APPLICATION AND AGREEMENT FOR SINGLE WATER SERVICE

NAME OF APPLICANT: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: (HOME) _____ WORK _____

NAME OF PROEPRTY OWNER (If different than applicant) _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: (HOME) _____ WORK _____

SERVICE ADDRESS: _____

ASSESSOR'S TAX PARCEL NUMBER: _____

*****CHARGES*****

SERVICE INSTALLATION FEE: \$ _____

ASSESSMENTS OR RECOVERY CHARGES \$ _____

OTHER CHARGES: _____

TOTAL DUE \$ _____

Signature of Property Owner DATE _____

Signature of Applicant DATE _____

Water service for each individually metered dwelling unit, household, or commercial rental unit shall require a separate service application, Hook-up and fees/costs. Said individual Hook-up Fees are to be paid in advance when the WAV is signed by the Operations Manager before connection and service. NOTE: This application/agreement is applicable only to one metered service connection to an existing water main owned and operated by the Freeland Water and Sewer District. **This agreement does not assure or imply any obligation of the District to provide service to any future development or subdivision of the property herein described.**

*****FOR DISTRICT USE ONLY*****

Application accepted by: _____ Date: _____

Account Number: _____

Meter Size: _____ Meter No. _____

Install Date: _____ Reading: _____

Meter Location: _____

Site Inspection by: _____ Date _____

“As-Built Prepared by: _____ Date _____

*****AGREEMENT*****

This agreement is made and entered on the year and date herein stated by and between the Applicant and Owner(s) of the herein above described or identified property or premises, (hereinafter referred to as “the Customer” and the Freeland Water and Sewer District (herein after referred to as “The District”).

The District shall accept an Application for Water on the conditions that the Owner will start construction within one year. The owner shall submit the Application for Water along with a check or money order for the “Service Connection Charges” established by the Board. If the owner fails to start construction within the prescribed period, the application will be voided and the district will refund the amount paid by the owner, less any costs incurred by the district, to the owner without interest. Where circumstances are presented to the Board in writing, an extension to the “Application” for water may be granted for a period up to six months.

The owner herein agrees and understands that all rates and charges to the described property shall be paid in accordance with existing rules, resolutions, ordinances and/or regulations of the Freeland Water and Sewer District, as now or hereafter enacted. The owner also agrees that the utility bill will be sent directly to the owner. Should the owner rent their residence out to a tenant, the owner is responsible for notifying the district office of the owner’s address. It will be the responsibility of the owner to make sure the tenant of the property receives the utility bill to get it paid on time.

The customer hereby acknowledges the right of the Freeland Water and Sewer District to charge and collect the rates and enforce the penalties provided, and to change said rates and charges at any time without notice to the customer.

The signing of this application by the customer and the acceptance thereof together with all applicable fees, charges assessments and/or recovery contract charges, by the district shall constitute a binding contract between the parties.

This Agreement may be unilaterally terminated and water service discontinued at any time by the district upon finding that payments made by the customer at the time of signing and acceptance were insufficient to satisfy all outstanding legally established obligations applicable to the property or premises herein above described, provided that upon such finding the customer be provided notice of any such outstanding obligations with the opportunity to settle same within 30 days of notice in a manner satisfactory to the district.

Customer agrees that the Freeland Water and Sewer District shall not be held liable or responsible for any and all damages by water or other causes relating from any water lines, facilities, plumbing, or appliances not owned and operated by the district, and further that the Freeland Water and Sewer District shall not be held liable or responsible for any and all damages which may result from any interruption or failure, in the supply of water for any reason to the premises of the customer, nor shall any such interruption or failure be held to constitute a breach of this contract on the part of the Freeland Water and Sewer District, or in any way relieve the customer from performing the obligations of this contract.

The customer agrees to bear all responsibility, and liability for the proper maintenance, repair, and of all water lines, fixtures, equipment and/or appurtenances extending from the water meter assigned to the premises of the customer herein above described.

The customer shall not extend service from said meter or water lines extending therefrom to any other parties or properties than those specifically herein above described or identified unless specifically reviewed and approved in writing by the Freeland Water and Sewer District, provided that any such approval by the district is valid only to the extent that it conforms to applicable Rules and Regulations of Island County and/or the State of Washington.

Customer agrees that all charges for water, if not paid prior to delinquency, shall constitute lien against the above described property and/or premises which may be enforced as provided by law.

The responsibilities of the district to supply water adequate for normal domestic use per applicable State Standards for pressure, quantity, and quality, ends at the meter from which service is supplied to the herein above described or identified premises.

Customer understands and agrees that at certain times in the future the district may need to take measures to conserve or restrict water usage for protection of the system from source overuse, and that, when such is deemed necessary by the district and/or applicable regulatory agencies. The customer will cooperate in implementing all conservation practices or any water shortage response plans or actions by the district. Failure of customer to do so will constitute authorization to the district to immediately, and without notice, shut off the supply of water to the property or premises of the customer.

The Responsibilities of the customer pursuant to this agreement shall, run with the land, properties, and or premises herein above described or identified and shall be binding on all parties having or acquiring any right, title, or interest in said property or premises or any part thereof, and shall transfer to each owner thereof.

The Responsibilities of the district pursuant to this agreement shall, NOT run with the land, properties, and or premises herein above described or identified and shall NOT be transferable to other parties having or acquiring any right, title, or interest in said property or premises or any part thereof UNLESS AND UNTIL the district is notified as to the identity of the new customer assuming responsibilities under the terms of the agreement and all outstanding obligations applicable to the property have been met.

The district herein may disconnect, discontinue, or interrupt service to the herein above described property or premises for failure to comply with or abide by the terms of this agreement including but not limited to failure to pay applicable assessments, charges, rates, or fees, or failure to cooperate in conservation and secure protection measures implemented by the district.

Additional enforcement of this agreement may be by proceedings at or in equity against any person violating or attempting to violate any of the terms, either to restrain such violation or to recover damages therefrom, and may be brought by the district. The prevailing party as determined by the applicable court of jurisdiction shall be entitled to reasonable attorney's fees and all costs incurred in prosecuting or defending such action.

If any provision or provisions or terms of this agreement or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the remainder of said provisions or terms or the application of the provision(s) or terms to other persons or circumstances shall not be affected. The invalidation of any of these provisions or terms shall in no way affect any of the other provisions or terms which shall remain in full force and effect upon the Parties and properties herein described.

_____ Date _____
CUSTOMER Signature (Owner)

_____ Date _____
CUSTOMER Signature (Owner)

FREELAND WATER and SEWER DISTRICT

PREVENTION OF CONTAMINATION - CROSS-CONNECTION CONTROL CUSTOMER AGREEMENT

Note: as used hereafter, the term "purveyor" means the Freeland Water and Sewer District, or "District".

The customer's plumbing system, starting from the termination of the district's water service meter shall be considered a potential high health hazard requiring the isolation of the customer's premise by a district approved, customer installed and maintained, air gap. The air gap shall be located as determined by the district. Water shall only be supplied to the customer through this district approved air gap.

Notwithstanding the aforesaid, the purveyor, upon assessing the risk of contamination posed by the customer's plumbing system and use of water, may allow the customer to connect to the district's water mains without an approved air gap. Permission for such connection to the district's mains service will be at the sole discretion of the district, and will be 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 their premise 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 backpressure or back siphon age condition, including the disruption of supply from the purveyor's system that may occur by reason of 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 their 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) Cross connection control or other public health related surveys, the customer agrees to provide free access for the staff of the purveyor to all parts of the premise 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 purveyor, and to maintain those assemblies in good working order. The assemblies shall be of a type, size and make approved by the purveyor and the State/County Health Authority. The assemblies shall be installed in accordance with all standards established by the purveyor.
- 5) The customer agrees to have all backflow prevention assemblies tested upon installation, annually thereafter or whenever requested by the purveyor, after repair and after relocation. All testing shall be done by a State Department of Health (DOH) certified backflow prevention assembly tester (BAT). The results of the tests shall be reported within 30 days to the purveyor on a form provided by or approved by the purveyor.
- 6) The customer agrees to provide a "Cross Connection" plan to the purveyor within 30 days of connection. The customer will provide contact information for the certified tester responsible for the system's on-going maintenance and operation. A copy of form is hereto attached.

- 7) The customer agrees to obtain 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.
- 8) The customer acknowledges the right of the purveyor, in keeping with changes to State regulations, or the purveyor's risk management policies. to impose retroactive requirements for additional cross connection control measures.
- 9) 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 customers fails to cooperate in the installation, maintenance, repair, inspection or testing of backflow prevention assemblies or air gaps required by the purveyor.
- 10) The customer agrees to indemnify and hold harmless the purveyor for all contamination of the customer's plumbing system or the purveyor's distribution system that results from an unprotected or inadequately protected cross connection within their premise. 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 their premise.
- 11) The customer specifically agrees to install and maintain at all times their plumbing system in compliance with the most current edition of the plumbing code having jurisdiction as it pertains to the prevention of water system contamination, prevention of pressure surges and thermal expansion in their water piping. For thermal expansion.
- 12) Further, the customer agrees not to make any claim against the district or its agents or staff for damages and/or loss of production, sales or service, in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water system.

CUSTOMER Signature (owner)

Date

CUSTOMER Signature (owner)

Date