

FREELAND WATER and SEWER DISTRICT

PO Box 222
Freeland, Washington 98249
Phone: (360) 331-5566

APPLICATION FOR WATER

NAME OF APPLICANT: _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE: (HOME) _____ WORK _____

NAME OF PROPERTY OWNER
(If different than applicant) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE: (HOME) _____ WORK _____

SERVICE ADDRESS: _____

ASSESSOR'S TAX PARCEL NO _____

PLAT INFORMATION (If applicable) PLAT OF _____

LOT # _____ BLOCK # _____ DIVISION # _____

*****CHARGES*****

CAPITAL FACILITIES CHARGE: \$ _____

SERVICE INSTALLATION COST ESTIMATE \$ _____

LOCAL FACILITIES OR RECOVERY CHARGES (If applicable) \$ _____

TEMPORARY CONNECTION CHARGE (If applicable) \$ _____

OTHER CHARGES: \$ _____

TOTAL SERVICE CONNECTION CHARGES \$ _____

Signature of Property Owner Date _____

Signature of Applicant Date _____

Water service for each individually metered dwelling unit, household, or commercial building shall require a separate Application for Water and Service Installation Charges. General Facilities Charges are to be paid at the time of Application for Water. This application 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 No _____

Meter Size _____ Make _____ 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 "Owner" and the Freeland Water and Sewer District, herein after referred to as the "District".

The District shall accept an Application for Water on the condition that the Owner will start construction within one year. The Owner shall submit with the Application for Water 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 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 District.

The customer hereby acknowledges the right of the 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 Owner.

The signing of this Application for Water by the Owner 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 Owner 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 Owner 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.

The Owner agrees that the District shall not be held liable or responsible for any and all damages by water, water pressure, or other causes relating from any water lines, facilities, plumbing, or appliances not owned and operated by the District, and further that the 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 Owner, nor shall any such interruption or failure be held to constitute a breach of this contract on the part of the District, or in any way relieve the Owner from performing the obligations of this contract.

The Owner agrees to bear all responsibility, and liability for the proper maintenance, repair, and of all water lines, pressure reducing valves, fixtures, equipment and/or appurtenances extending from the District water meter assigned to the premises of the Owner.

The Owner 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 District, Provided that any such approval by the District is valid only to the extent that it conforms to applicable Rules and Regulations of the District, Island County and the State of Washington.

The Owner 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 minimum pressure, quantity, and quality, ends at the meter from which service is supplied to the herein above described or identified premises.

The Owner 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, The Owner will cooperate in implementing all conservation practices or any water shortage response plans or actions by the District. Failure of Owner to do so will constitute authorization to the District too immediately, and without notice, shut off the supply of water to the property or premises of the Owner.

Further, the Owner agrees not to make any claim against the District or its agents or employees for damages 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 operations of a water system.

The responsibilities of the Owner 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. The District's responsibilities

and/or obligations pursuant to this agreement are not 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 Owner, 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, or any failure to comply with applicable laws, regulations, or rules of the State of Washington, Island County, or the District pertaining to water supplies and systems.

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 _____
Owner signature	
_____	Date _____
Owner signature	
_____	Date _____
Owner signature	
_____	Date _____
Owner signature	

DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Application for Water" shall refer to a standard form to be provided by the District to summarize necessary information about the owner(s) applying for water service and to relay pertinent information to applicant regarding terms and conditions of service.

"Board" shall mean the Board of Commissioners of the Freeland Water and Sewer District.

"General Facilities Charge" is the base Hook-up fee charged by the District for all new service connections to existing water mains owned and/or operated by the District. It is the fee charged after all other obligations have been met and an owner wishes to have meter, meter box, and valve installed in order to commence the drawing of water from said main. The fee does not include any of the costs of labor, parts or materials needed to complete a connection.

"District" shall mean the Freeland Water and Sewer District, Freeland, Washington, governed by an elected Board.

"Local Facilities Charges and Recovery Fees" are those charges and assessments applicable to property fronting on or benefiting from an existing water main of the District, but which said property did not in any way previously pay a fair "pro-rata share" towards the construction of said water main constructed by the District, or which said property is subject to an existing "recovery contract" between the District and a Developer/Owner who paid for the construction of said main, or, which said property was a non-participating or excluded property which benefited from a ULID which financed the construction of said main.

"Owner" shall mean the person, partnership or corporation owning the particular premises to which water is being or is to be furnished.

"Service Connection Charges" - This is the sum total of all charges and fees and costs to which a particular parcel or property or premises is subject prior to being assured a supply of domestic water from the District water system.

**FREELAND WATER AND SEWER DISTRICT
PO BOX 222, FREELAND WA 98249
PHONE: (360)-331-5566**

CROSS CONNECTION CONTROL PLAN CHECKLIST

1. Install District approved Back Flow Prevention devise.
2. Have Back Flow Prevention Devise tested by a certified tester.
3. Certified Tester to provide Backflow Prevention Assembly Test Report to the District within 30 day of test. The report must include the following items.
 - a. Name of Legal Owner
 - b. Mailing address of Owner
 - c. Phone Number of Owner
 - d. Name of Premises/Property
 - e. Address of Property
 - f. Location of Assembly
 - g. Assembly Type and Manufacturer
 - h. Model, size and Serial Number
 - i. Results of test
 - j. Date of Test
 - k. Date of Retest if repairs made or test failed.
 - l. Name, Address, phone number(s) and signature of Certified Tester and their Certification Number.
4. **It is the responsibility of the Owner to comply with the annual testing requirements.**

FREELAND WATER AND SEWER DISTRICT

PREVENTION OF CONTAMINATION CROSS-CONNECTION CONTROL OWNER AGREEMENT

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

Notwithstanding the aforesaid, the District, upon assessing the risk of contamination posed by the Owner's plumbing system and use of water, may allow the Owner to connect to the District Water System 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 Owner agrees to take all measures necessary to prevent the contamination of the plumbing system within their premise 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 back pressure or back siphonage condition, including the disruption of supply from the District Water System that may occur by reason of routine system maintenance or during emergency conditions, such as a water main break.
- 2) The Owner 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 Owner's service and/or at plumbing fixtures.
- 3) For cross connection control or other public health related surveys, the Owner agrees to provide free access for the employees or agents of the District to all parts of the premise during reasonable working hours of the day for routine surveys, and at all times during emergencies.
- 4) The Owner 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 District and the State Department of Health (DOH). The assemblies shall be installed in accordance with all standards established by the District.
- 5) The Owner agrees to have all backflow prevention assemblies tested upon installation, annually thereafter or whenever requested by the District, after repair and after relocation. All testing shall be done by a 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 the BAT and approved by the DOH.

- 6) The Owner agrees to provide a Cross Connection plan to the District within 30 days of connection. In which the Owner will provide contact information for the BAT responsible for the systems ongoing maintenance and operation. A copy of the form is hereto attached.
- 7) The Owner agrees to obtain 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.
- 8) The Owner acknowledges the right of the District, in keeping with changes to DOH regulations, or the District Cross Connection Control program. To impose retroactive requirements for additional cross connection control measures.
- 9) The Owner acknowledges the right of the District 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 Owner fails to cooperate in the installation, maintenance, repair, and inspection or testing of backflow prevention assemblies or air gaps required by the District.
- 10) The Owner agrees to indemnify and hold harmless the District for all contamination of the Owner's plumbing system or the District Water 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 District's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the Owner to provide adequate facilities to collect, store and pump water for their premise.
- 11) The Owner 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 Owner agrees not to make any claim against the District or its agents or employees 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.

Owner signature _____ date _____

Owner signature _____ date _____

**FREELAND WATER AND SEWER DISTRICT
CROSS CONNECTION CONTROL PLAN**

Name of Legal Owner _____

Owner's Mailing Address _____

Owner's Phone Number _____

PROPERTY NAME _____

ADDRESS OF PROPERTY _____

CERTIFIED TESTER _____

CERTIFIED TESTER ADDRESS _____

CERTIFIED TESTER PHONE _____

CERTIFIED TESTER CERTIFICATION NUMBER _____

Signature of Owner **Date** _____