

CARROLLS WATER ASSOCIATION  
ADMINISTRATIVE AND OPERATING RULES  
Revised 12-7-22

**Applicability:**

The following rules are applicable to all customers receiving water from the Carrolls Water Association and have been developed to meet applicable regulations, provide standardization of service, inform the customers of their rights and limitations, identify fees, rates, and charges, identify prohibited activities, and most of all, to ensure a safe and reliable source of water.

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**Definitions:**

Unless otherwise noted defined terms used in these rules have the same definitions as those contained in WAC 246-290-010 of the Washington State Drinking Water Regulations.

Association - The entity owning the Carrolls Water Association water system as represented by the Carrolls Water Association Board of Directors.

Auxiliary Water Supply - Any water supply to the premises other than the approved public potable water supply.

Board - Members of the Carrolls Water Association Board or designated representatives or assignees, to include the water system operations personnel.

Equivalent Residential Unit (ERU) - The amount of water the average residential home uses in a year; usually states as a monthly average in metered systems. The term “unit,” “use” and “user” in this definition are synonymous.

Premises - A parcel of land and any structures, buildings or improvements.

Service Charge - The monthly service charge, often referred to as a “Base Rate,” is incurred by each customer regardless of the amount of water used. This is the primary source of revenue for the Association.

Water Service Area - The defined area within the Carrolls Water Association water system will supply water service. Those areas where planning has occurred but no service is available currently are *future* water service areas. The Board has the right to refuse service to any property that the Board deems a risk to the corporation.

Water System - All parts of the Carrolls Water Association water system that supply water to customers including wells, pumps, components and equipment, storage facilities, piping and all appurtenances, structures, treatment facilities, necessary vehicles and equipment, and anything required to meet current regulations and standards of operation.

### **Operating Rules:**

1. **Purpose.** These operating rules set uniform requirements and guidelines which apply to the Carrolls Water Association water system, including all supply, storage or distribution facilities and all piping, equipment, appurtenances and backflow assemblies.
2. **Administration.** Except as otherwise noted, the Carrolls Water Association Board or its designee shall administer, implement, and enforce the provisions of these operations rules. Appeals of administrative decisions may be made to the Board as noted in Section 11.
3. **Authority.** The Revised Code of Washington and the Washington Administrative Code, most notably WAC 246-290 (Group A Water Systems) allow enforcement and implementation of these rules to provide reliable water service and ensure delivery of safe drinking water.

4. **Duty to Serve – Connection Allowed.**

- (a) Properties within the designated service area having granted reasonable easements for operations and maintenance of piping and appurtenances in areas deemed the responsibility of the Association, may be connected if excess water system capacity exists, is allowed by the Washington State Department of Health, and the Board approves the connection.
- (b) Connections are premised on one domicile per parcel. Should parcels be sub-divided, the property owner may make application for additional connections; however, additional connections may be approved only if excess capacity to serve exists.
- (c) Properties outside the water system area may be connected if excess water system capacity exists, is allowed by the Washington State Department of Health, and the Board approves the connection.
- (d) Appeals to Board decisions may be made in accordance with Section 11 below.
- (e) Loss of Water Connection After Five Years. Each customer has five years from the date of purchase and allocation of a water connection to install a water meter and physically connect a domicile to the Association water system and begin using water for domestic purposes. During Years 1 and 2, the customer will pay the Non-Use Fee as identified in the latest Rate Schedule. During Year 3, the customer will pay the Non-Use Fee plus \$5; During Year 4, the customer will pay the Non-Use Fee plus \$10; During Year 5, the customer will pay the Non-Use Fee plus \$15. If a water meter is not installed within five years, the water connection will revert back to the Association and all payments made by the customer for said water connection shall be forfeited to the Association. This provision applies only to water connection purchased after 2007.

5. **Application for Water Connection – Procedures.** In the case of new construction, initial application for a building permit is made through Cowlitz County. Upon verification of a properly executed building permit for new construction and confirmation of all fees, and confirmation that assessments and charges have been paid by the applicant, the Board will authorize the connection to the water system.

- (a) Commercial or industrial users will also submit as-built plans, at no charge to the Board, when available and as requested.

- (b) An “Availability of Water Service” letter may be requested from the Board, which letter shall indicate that water service would be available if certain conditions are met. This is an interim procedure typically shown to financial institutions that in and by itself does not authorize service.

**6. Service Connections – General Requirements – Responsibilities.** A pre-construction meeting on-site with the contractor and appropriate agent of the Board is required for new construction. Placement of lines, construction schedules, inspection criteria and construction standards shall be satisfactorily addressed with the project applicant.

- (a) Except as provided otherwise, no premises shall be connected to the Carrolls Water Association water supply unless there is an adjacent water main.
- (b) For new construction, each inhabited domicile must have a separate service connection. The Board may require individual buildings on any premises to be separately metered.
- (c) Conveyance of water to another premises or lot is prohibited. Violation of this provision will incur additional service charge(s) to the premises providing the water for each month or partial month of violation of this provision, in addition to any other penalties assigned.
- (d) The costs for construction of service connections including pipe, labor and fittings, shall be paid by the applicant.
- (e) As a condition of service, all service lines from the main to the building(s) shall be inspected by a representative of the Board to ensure compliance with existing construction specifications and materials. No part of the water piping, valves, or water meter shall be covered or concealed until it has been tested, inspected and accepted.
- (f) Unless otherwise approved by the Board, service lines shall run at right angles from the water main with location of the water meter immediately adjacent to the property line either on private property or within the road right-of-way. Appropriate utility easements for access shall be granted to the Board for those appurtenances under the responsibilities of the Board for operations and maintenance.
- (g) The ownership of all service connections in rights-of-way and utility easements, up to and including water meters, shut-off valves and water meter boxes shall be vested solely with the Board and the person responsible for the construction of such connections shall relinquish, as a condition of service, all interest in such ownership. As the Carrolls Water Association owns the service connection and meters, it will not buy back unneeded or

unused service connections or meters. The service connections cannot be sold, transferred or loaned in any way without permission of Carrolls Water Association. The Carrolls Water Association will not grant permission for transfer or loan service connections between properties without an affirmative vote of the majority of the Board and only after all members of the Association have been given sixty (60) days prior notice of the transfer or loan being brought before the Board for vote. Permission will not be needed for the transfer of a service connection to a new owner upon the sale of property when the service connection is already attached to the property provided the water connection in question is not in arrears with the Carrolls Water Association. All water meters shall be maintained by authorized personnel only. Meters may be removed and replaced as necessary to test or repair. Water meters shall be set properly as per Board recommendations, and a type established under construction standards, and normally located within the street right-of-way at the property line. If located on private property, an easement shall be granted to the Carrolls Water Association. Payment for labor performed by consumer and approved by Carrolls Water Association shall be as indicated in the latest version of 'Carrolls Water Association Fee Schedule.'

- (h) The ownership of the water system beyond the meter including backflow assembly, if installed, shall be vested in the consumer, and the operation, maintenance, repair, expansion and renewal of the system shall be the consumer's responsibility. Owners shall maintain individual service lines in such a manner as to prevent water loss or contamination hazards. Should the consumer fail to properly maintain their service lines, they shall have the option of granting approval for access and having the Association repair the line and present a bill for such services. If a leak develops beyond the Carrolls Water Association's meter on a property, and the property owner or renter's bill is above normal, the property owner or renter can contact the Carrolls Water Association Treasurer and ask for financial relief. The Treasurer will grant relief for one month's billing. Financial relief for leaks can be given no more than one time per year. The formula for financial relief is as follows:  $(\text{Leak month bill} + \text{sum of 11 previous months' bills}) \div 12 = \text{Amount that must be paid for the month in which there was a leak}$ .
- (i) The Board reserves the right to charge differently in special circumstances and to charge for actual costs incurred.
- (j) Prior to any digging around the Carrolls Water Association water system service connections or meter, the consumer must notify Carrolls Water Association for a locate.

- (k) Violation of the procedures required by these operating rules shall be cause for immediate discontinuance of water service by the Carrolls Water Association water system as determined by the discretion of the Board.

## **7. Service Line Construction.**

- (a) Minimum cover for water lines shall be 30 inches generally, between the water main and the building.
- (b) All connections shall be made to the meter stub-out assigned at the time the permit is issued. If there is no meter stub-out in the desired location, the Association will install the meter stub-out and charge the customer for this work. In no circumstance will a customer be allowed to 'hot tap' a water line belonging to the Association.
- (c) All service lines shall be minimum of three-quarter inches (3/4") of the inside diameter of pipe and of materials specified below.
- (d) All new connections shall have a meter. No service line connection may be made to the meter until that meter has been approved by the Board.
- (e) The service line contractor or other person doing the work shall prevent any damage to the meter or public water system, and shall so conduct his trenching operations to prevent the possibility of damage from occurring. Digging under the public water system is prohibited.
- (f) The bottom of the trench for service lines must be smooth and free of large rocks which may injure the pipe. Where unsuitable bedding is found, as determined by the Board, the water service line trench shall be over-excavated and suitable bedding installed as follows:
  - (1) Soft Foundation: Over-excavating as directed by the Board and install two and one-half inches maximum rock, sand or gravel.
  - (2) Hard Foundation: Over-excavate a minimum of two inches and install a bedding of three-quarters of an inch maximum size rock, sand or gravel.
- (g) The person doing the work shall carefully remove the plug from the meter stub and shall prevent the entrance of any foreign material into the public water system. The type of joint to be used to connect to the stub will be described by the Board. Appropriate bedding, as described above, will be hand tamped in a damp condition, around the stub

and connection so as to prevent any pressure on the stub. Joints shall be installed in strict compliance with the manufacturer's recommendation.

- (h) Backfill of the trench shall be done in a manner to prevent damage to the stub, fittings and pipe.
- (i) Parallel water and sewer lines shall be laid at least ten (10) feet apart horizontally. Whenever sewer and water lines must cross, they will be laid at as close to 90 degrees as possible and the sewer line shall be located 18 inches below the water line and the water line shall be double-sleeved ten feet beyond each side of the sewer line, or in compliance with the latest Washington State Department of Health requirements.
- (j) Pipe materials used between the meter and house connections must meet current plumbing code and Washington State Department of Health requirements and shall be NSF certified for use with potable water systems. All compression fittings shall have a stainless steel insert, be of commonly accepted manufacturer and NSF certified. No "barbed" connections are allowed.
- (k) All service lines shall be tested for leakage in the presence of a representative of the Board before backfill. Services shall be tested by first flushing the line then by capping the end to ensure all water taps are closed, checking fittings for leaks using system pressure while ensuring the meter is not turning.
- (l) For all new meter/service connections and/or unused meter/service connections put into use after new construction, the customer agrees to install at the point of connection either a double-check valve assembly (DCVA) or reduced-pressure detector assembly (RPDA). The type of device required is to be determined by the Cross Connection Control Specialist. [Also see Section 12 for more information on Cross Connection Control Policies.]

8. **Service Connections – Wholesale Consumers – Requirements.** The Board may authorize wholesale water service to a community or number of individual users to be furnished through a common meter, upon finding that service through individual meters is not practical.

- (a) Where such service is provided through a common meter, the costs of installation including the meter shall be at the expense of the applicant(s).

- (b) Where water service is supplied through a common meter, an association or other entity or person who is acceptable to the Board shall be responsible for the rates and charges set forth by the Board.

9. **Rates, Charges, and Fees.** Water system-related rates, charges, and fees are described below and dollar amounts are as indicated in the latest version of 'Carrolls Water Association Fee Schedule' :

- (a) **Connection Fees:** The water connection fee for new services includes the following:

- (1) One component reimburses the Board a prorated share of the construction costs for water source, transmission and storage.
- (2) The second component consists of the actual costs for services rendered by the Board during the installation, inspection and testing of the connection. This includes installation of the meter and meter box. Unusual conditions will be negotiated with the Board.

- (b) **Reconnection Charge:** A Charge shall be made to reconnect water service during the normal workday, if the service was disconnected because of nonpayment. A higher charge will be made to reconnect water service after normal workday hours. Water service will not be reconnected until all late fees, assessments, and past monies are paid in full.

- (c) **Service Charge:** The current monthly service charge is charged per each service connection, regardless of the amount and type of use. Additionally, there is a commodity rate of the amount of water used. There shall be two classes of customers, as described below:

- (1) Residential - Connections serving residential domiciles which are typically constructed homes, mobile homes or pre-constructed homes. If a service connection services more than one residence, each residential customer will be charged a monthly service charge.
- (2) Commercial - Commercial customers are described as any customer who sells products or services of any kind and will be assessed on a case-by-case basis.

- (d) The service charge and the commodity rate may be adjusted with Board approval. Notification of the change shall be given with the regular billing one month prior to the change's effective date.

- (e) **Non-Use Fee.** In certain instances, persons have paid the connection fee for water service, but have not installed a water meter and are not receiving water. Nonetheless, there is a



cost to the Association that is required to maintain water capacity for these connections to be available the time the meter is installed. Therefore, the Board may by resolution adopt a monthly minimum fee to be charged to customers that have purchased a water connection but have not installed a water meter.

- (f) Online Payment Processing Fee. Customers may opt to receive paperless billing and pay online. A processing fee will be applied to each online payment.

**10. Payment for Water Services – Responsibility – Due Date – Nonpayment Penalties –**

**Administrative Penalties – Liens.** The owner of the premises which is provided with water services shall be responsible for all water charges, assessments, fees and penalties accrued until the Board is notified in writing by that owner, or new owner, that a change of ownership has occurred.

- (a) Customers will be billed monthly unless an alternate form of payment has been authorized by the Board. If an initial service connection is made after the fifteenth of the month, that month's service charge shall be one-half the normal rate.
- (b) Meters will be read the first week of every month. Bills will be sent out the 10<sup>th</sup> of every month. If payment is not received by the 5<sup>th</sup> of the following month, a late fee will be assessed. If payment is more than 90 days late, the water service will be shut-off. A shut-off fee will be assessed at that time.
- (c) If any Board-approved special assessments are not paid within 90 days of the due date, the water service will be shut-off. A shut-off fee will be assessed at that time.
- (d) Should the owner or occupant of the premises where the water has been shut off due to delinquent payments turn on the water, or cause the water to be turned on by other parties, it shall be turned off again by authorized personnel and an additional penalty assessed. Further violations shall be assessed a penalty per violation.
- (e) Willful destruction, damage or vandalism of any property of the Carrolls Water Association water system, such as damaging service connections or meter, cutting off locks, and spray painting graffiti shall incur a penalty in addition to costs to correct damages or replace equipment damaged as a result of such actions and will be assigned in addition to all other penalties, charges and fees assigned or outstanding. Theft of water and destruction of property are criminal offenses under county and state laws.

- (f) Customers committing administrative violations during a calendar year, such as watering at prohibited times or other non-criminal or health-related prohibited acts, will be notified verbally for the first violation, notified in writing for each second violation, and will accrue a penalty for each subsequent violation. Failure to pay the penalties when billed will trigger the shut-off procedures described above.
- (g) Customers interfering with the lawful duties of the Carrolls Water Association staff, including harassment, conveying threats, preventing meter readings, parking cars over meter boxes, filling meter boxes with debris of any kind and other such acts, will be notified once to correct the action, and then assessed an administrative penalty per subsequent violation. Threats and intimidation will be forwarded to the appropriate policing agency for prosecution. Administrative penalties will be in addition to any court legal findings or decisions and will trigger the shut-off procedure for non-payment.
- (h) Customers experiencing financial hardship may ask the Board to negotiate a payment schedule, satisfactory to the Board, for repayment of past due charges, penalties and fees.
- (i) Checks returned due to insufficient funds will incur a processing fee.

The Carrolls Water Association water system may cause a lien against the premises for which service was provided for unpaid charges, fees, and/or penalties that become more than 90 days delinquent, plus interest and penalties.

- (j) Customers may opt to receive paperless billing.

#### **11. Notice of Violation – Hearings – Right to Appeal – Emergency Action.**

- (a) Notice of Violation: Whenever the Board determines there are reasonable grounds to believe that a violation of any of these operating rules has occurred, the Board shall give notice to such alleged violation to the person in question. Such notice shall (a) be in writing; (b) include a statement of the reason for its issuance; (c) allow a reasonable time for the performance of any act it requires; (d) be served upon the owner, lessee, or his agent as the case requires, provided that such order is deemed to have been properly served upon such individual when sent by registered mail to his last known address; and (e) contain an outline of remedial actions which, if taken, will effect compliance with the provisions of these operating rules.
- (b) Hearings and Rights to Appeal: A person to whom a penalty or other administrative action has been issued or directed may request a review hearing to the Board by submitting a

written notice of such request within 10 calendar days of the date of penalty or administrative action. The Board shall establish a hearing date and give written notice of the hearing to the appellant at least ten (10) calendar days before such hearing. Such notice shall include the date, time and location and shall be served by registered or certified mail. All claims and disputes arising under or relating to these Administrative and Operating Rules are to be settled by binding arbitration, rather than trial, in Cowlitz County in the state of Washington, or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

- (c) Emergency Requiring Immediate Action: Whenever the Board finds that an emergency exists which requires immediate action to protect the public health and welfare, the Board may issue without notice or hearing an order reciting the existence of such emergency and requiring that action be taken as necessary to meet the emergency and protect the public health including the termination of water services.

**12. Water Conservation Plan.** The Carrolls Water Association has the responsibility to develop and implement a water conservation plan under several Washington State rules, including RCW 70.119A.180 (*Water Use Efficiency Requirements*) and WAC 246-290-Part 8 (*Group A Public Water Systems, Water Use Efficiency*). The Carrolls Water Association hereby adopts by reference the “Water Conservation Plan and Water Use Efficiency Program, December 2014” or the most recent version of this document.

- (1) Water Use Restrictions - Water reduction or curtailment may become mandatory upon a finding by Carrolls Water Association that conservation measures should be implemented.

- (a) Stage One (voluntary):

Request voluntary conservation and compliance with the following restrictions:

- Minimum use of water requested.
- No washing of sidewalks, driveways, parking areas, patios, or other paved areas.
- No refilling of swimming pools with water furnished by the water system.
- No water to be used for dust control.
- No flushing of mains, except to alleviate specific complaints.
- Commercial and industrial users to conserve water as much as possible
- If, after the initiation of Stage One, weather conditions, expected trends in demand, or other factors indicate that the threat of shortages will continue, the additional provisions of Stage Two will be implemented.

(b) Stage Two (mandatory):

Stage One restrictions become mandatory and the following restrictions may be added:

- External water use may be prohibited or be restricted to times (example: odd or even days, morning or evening hours) as determined by Carrolls Water Association.
- Watering of any lawn, garden, trees, or other plants may be prohibited, except from a hand-held container.
- No use of water from a fire hydrant except for fighting fires.
- Commercial/industrial users to implement water conservation plans and reduce usage as directed by Carrolls Water Association.

**13. Damage to Water System – Unlawful Acts.** Violations of provisions in this section shall be cause for charges as described in Section 10, immediate discontinuance of water service, and may lead to action in a civil or criminal court.

- (a) It is prohibited by any person to willfully or recklessly disturb, break, deface or damage any fire hydrant, water meter, valve, water pipe or any appurtenances, together with the buildings, grounds and improvements thereon or in any manner interfere with the proper operation of the water system.
- (b) It is unlawful for any person to open or tamper with a water connection, to add any water connections, or let water off the premises for which connections has been made, or supply water for any purpose whatsoever to any other premises.
- (c) It is unlawful for any person to prevent, by any means, the direct and unannounced access for the purpose of repair, reading, and inspection of any water meter, fire hydrant or any part of the Carrolls Water Association water system.
- (d) It is unlawful for any unauthorized person in any way tamper with fire hydrants.

**14. Access to Premises for Inspection – Procedures.** As a condition of service, owners of premises serviced by the Carrolls Water Association water system, agree to allow entry by the Board or designee, upon request and at a reasonable time, to discuss possible hazards to public health, and inspect or perform any duty to ensure compliance with provisions of these operating rules.

- (a) If the premises are occupied, the Board shall first contact the current resident or owner, if the current resident is unavailable, and request entry.

- (b) If the premises are unoccupied, the Board shall first make a reasonable effort to locate the owner or other persons having control of the premises and request entry.
- (c) If entry is refused, the Board shall have every remedy provided by law to secure entry and, in the interim, may terminate water service.

**15. Interruption of Service – Notification Procedures.** Reasonable attempts to notify all premises affected by interruptions of water service shall be made and such interruptions shall be kept to a minimum.

- (a) Water service may be interrupted without notification to make emergency repairs, to protect public health, or for safety considerations.
- (b) Interruptions for routine maintenance or repairs, line extensions or service connections shall be scheduled to provide a minimum of one working day's notice to all affected premises and at such time to minimize inconvenience to customers.

**12. Cross Connection Control Program**

The Carrolls Water Association adopted the following Resolution on February 25, 2015:

**Carrolls Water Association  
Cross-Connection Control Policy Resolution  
Adopted 2-25-15**

**Finding of Fact**

Whereas it is the responsibility of a water purveyor to provide water to the customer at the meter that meets Washington state water quality standards;

Whereas it is the water purveyor's responsibility to prevent the contamination of the public water system from the source of supply (i.e., to the customer's connection to the service pipe or meter);

Whereas it is a requirement of the Washington State Department of Health (DOH) for the Purveyor to establish a cross connection-control program satisfactory to DOH;

Whereas cross-connections within the customer's plumbing system pose a potential source for the

contamination of the public water supply system;

Now be it resolved that the **Carrolls Water Association**, hereinafter referred to as the Purveyor, establishes the following service policy to protect the purveyor-owned water system from the risk of contamination. For public health and safety, this policy shall apply equally to all new and existing customers.

### **Definitions**

Unless otherwise defined, all terms used in this resolution pertaining to cross-connection control have the same definitions as those contained in WAC 246-290-010 of the Washington State Drinking Water Regulations.

### **Prevention of Contamination**

The customer's plumbing system, starting from the termination of the Purveyor's water service pipe, shall be considered a potential high-health hazard requiring the isolation of the customer's premises by a DOH-approved, customer-installed and maintained reduced-pressure principle backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA). The RPBA or RPDA shall be located at the end of the Purveyor's water service pipe (i.e., immediately downstream of the meter). Water shall only be supplied to the customer through a DOH-approved, customer-installed and maintained RPBA or RPDA.

Notwithstanding the aforesaid, the Purveyor, upon an assessment of the risk of contamination posed by the customer's plumbing system and use of water, may allow:

- A single-family or duplex residential customer to connect directly to the water service pipe, i.e., without a purveyor-approved DCVA or RPBA.
- Any customer other than a single-family or duplex residential customer, as a minimum, to be supplied through a DOH-approved, customer-installed and maintained double-check valve assembly (DCVA) or double-check detector assembly (DCDA).

### **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/her 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 backpressure or backsiphonage condition, including the disruption of the water supply from the Purveyor'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 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 for the Purveyor's employees or 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.

Where agreement for free access for the Purveyor's survey is denied, the Purveyor may supply water service provided that premises isolation is provided through a DOH- approved reduced-pressure principle backflow assembly (RPBA).

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 DOH and acceptable to the Purveyor. 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.
5. For all new meter/service connections and/or unused meter/service connections put into use after new construction the customer agrees to install at the point of connection either a DCVA or RPBA. The type of device required is to be determined by the CCCS.
6. The customer agrees to:
  - (a) Have all assemblies (e.g., RPBAs and/or DCVAs) that the Purveyor relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by the Purveyor, after repair, and after relocation;
  - (b) Have all testing done by a purveyor-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 Purveyor the results of the test(s) on Purveyor-supplied test report forms within the time period specified by the Purveyor.
7. 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 Purveyor's distribution system.
8. At the time of application for service, if required by the Purveyor, the customer agrees

to submit to the Purveyor plumbing plans and/or a cross-connection control survey of the premises conducted by a purveyor-approved and DOH-certified Cross-Connection Control Specialist (CCS).

The cross-connection control survey shall assess the cross-connection hazards and list the backflow preventers 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.

9. For classes of customers other than single-family residential, when required by the Purveyor, the customer agrees to periodically submit a cross-connection control re-survey of the premises by a DOH-certified CCS acceptable to the Purveyor. The Purveyor may require the re-survey to be performed in response to changes in the customer's plumbing or water use, or performed periodically (annually or less frequently) 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.
10. 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 on the Purveyor's distribution system. Further, the residential customer agrees to provide within 30 days of a request by the Purveyor a cross-connection control survey of the premises by a DOH-certified CCS acceptable to the Purveyor.
11. 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.
12. The customer agrees to immediately notify the Purveyor 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 Purveyor to determine the reason for the backflow incident.
13. The customer acknowledges the right of the Purveyor 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 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 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 Purveyor's water billing policies.

14. Where the Purveyor imposes mandatory premises isolation in compliance with DOH regulations, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of the Purveyor'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 Purveyor'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 Purveyor's service pipe.
15. 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 the customer's 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/her premises.
16. 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 incurred costs and expenses including, but not limited to, reasonable attorney's fees as determined by the Court.
17. 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 with 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's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross connections therein.

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

#### **Implementation of the Cross-Connection Control Policy**

The Purveyor will engage the services of a DOH-certified CCS to develop, implement and be in responsible charge of the **Carrolls Water Association's** cross-connection control program.

The Purveyor, under the direction of the aforementioned CCS, will prepare a written cross-connection control program plan to implement the requirements of this resolution. The written program shall be consistent with this resolution and shall comply with the requirements of Chapter 246-290 WAC (Group A Drinking Water Regulations).

The Purveyor will use the most recently published editions of the following publications as references and technical aids:

1. *Cross-Connection Control Manual, Accepted Procedures and Practice*, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof.
2. *Manual of Cross-Connection Control*, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, or latest edition thereof.
3. *Cross-Connection Control Guidance Manual for Small Water Systems*, published by the DOH Office of Drinking Water.

The Purveyor will incorporate the written program plan into the Water System Plan and will submit the plan to DOH for approval when requested.

The Purveyor, in consultation with the aforementioned CCS, shall have the authority to make reasonable decisions related to cross connections in cases and situations not provided for in the resolution or written program.

If any provision in this resolution, or in the written cross-connection control program is found to be less stringent than or inconsistent with the Drinking Water Regulations (Chapter 246-290 WAC), or other Washington state statutes or rules, the more stringent state statute, rule, or regulation shall apply.