

CONDITIONS OF SERVICE

The following are excerpts from the GHCWD#2 Customer Service Policies and Procedures Manual and Cross Connection Control Plan.

Responsible Party

Water utility charges are attached to the property. Compliance with all regulations and payment of all fees are the responsibility of the property owner. In the case of rental properties, the property owner may require the tenant to pay the water bill, however, responsibility for payment shall ultimately rest with the property owner.

The District has implemented a security deposit procedure for tenants. The deposit (See Schedule of Charges) is refunded to the tenant upon full payment of all fees owing to the District following the last day of tenant occupancy.

Service connections shall be kept cleared of vegetation, landscaping, rocks and other debris. Work necessary to clear service connections shall be charged to the property owner.

Cross Connection-Control/Backflow Prevention

All property owners shall conform to The District's latest Cross-Connection Control Plan, the rules and regulations of the Washington State Department of Health, the rules and regulations of the Washington State Department of Labor & Industries, and the rules and regulations of Grays Harbor County.

See "Conditions of Service – Cross-Connection Control" on reverse.

Facility Ownership

The property owner is responsible to furnish, own and maintain all materials and facilities required to distribute services downstream of the point of delivery to points of use within the property boundaries in accordance with all applicable codes, rules and regulations.

The "point of delivery" is generally considered to be the downstream end of the service meter or meter setter. The District shall own, operate and maintain all water utility facilities upstream from the point of delivery.

Termination of Service

Terminations of service shall be at the discretion of The District. Terminations of service may occur due to non-payment of fees, the existence of health hazards on the property, or the failure of the property owner to comply with applicable laws, regulations and policies or any of the situations outlined in District policy.

All charges and fees shall continue to accrue following a termination of service. All expenses incurred in affecting the termination shall be billed to the property owner.

Basic Rate Structure

The Basic Rate Structure is configured with a base rate that includes a minimum amount of usage, plus progressive rates based on water usage for each classification. The Basic Rate is structured on a monthly basis. However, the billing periods may, or may not, correspond to calendar months and the length of the billing period is at the discretion of The District. Typically, any one service is billed every other month, though The District may elect to lengthen or shorten the billing period.

The District reserves the right to estimate water usage and to issue utility bills based on estimated usage in the event that the service meter is inaccessible for reading for any reason. The basis for the estimate shall be at the discretion of The District.

Payment

Bills are payable upon receipt and are past due on the "delinquent date" stated on the bill. Payment must be in the form of United States currency. Bills may, generally, be paid by cash, check or money order through the following means:

- In person at The District's offices
- Placed in The District's drop box
- Mailed to The District's office

Payment is considered tendered when it is received in The District's office during posted business hours. Payments received after 3:00PM will be posted the following business day. The official receipt time is the time stamped on the stub.

See Reverse

Conditions for Providing Service – Cross Connection Control

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 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 District'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.
4. Where agreement for free access for the District's survey is denied, the District may supply water service provided that premises isolation is provided through a DOH-approved backflow assembly as specified by the District.
5. 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 DOH 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.
6. The customer agrees to:
 - a. Have all assemblies (e.g., RPBA and/or DCVAs) 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-approved test report forms within the time period specified by the District.
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 District's distribution system.
8. At the time of application for service, if required by the District, the customer agrees to submit to the District plumbing plans and/or a cross-connection control survey of the premises conducted by a District-approved and DOH-certified Cross-Connection Control Specialist (CCS).
9. The cross-connection control survey shall assess the cross-connection hazards and list the back flow preventers provided within the premises. The results of the survey shall be submitted prior to the District turning on water service to a new customer. The cost of the survey shall be borne by the customer.
10. For classes of customers other than single-family residential, when required by the District, the customer agrees to periodically submit a cross-connection control re-survey of the premises by a DOH-certified CCS acceptable to the District. The District 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 District 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.
11. Within 30 days of a 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.
12. The customer is required 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.
13. The customer is required 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.
14. The District has the right 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.
15. 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.
16. The District will require premises isolation for a customer that is of the high-hazard type or category requiring "Mandatory Premises Isolation" established by the DOH regulations (Table 9, WAC 246-290-490).
17. Where the District 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 District's water meter, the customer has an 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 RPBA's used for premises isolation, the customer is required conform to the other terms herein as a condition of allowing a direct connection to the District's service pipe.
18. In the Application for Service, 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.
19. 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.
20. 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.
21. 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.
22. The District has the right, 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.
23. The District will record the customer's agreement to the above terms for service on an "Application for Water Service," "Application for Change of Water Service," or other such form prepared by the District and signed by the customer.