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PUBLIC SERVICES
DRINKING WATER PROGRAM

Anglers Cove/Shady Cove Heights Water Company
Cross Connection Control Program Enabling Authority

Water System PWS ID#: 0R41-01483

Date of approval: December 13, 2011

The purpose of this authority is to protect the health of the people served by this water system by preventing contaminants from flowing backwards into the water supply. To accomplish this, these rules are in compliance with OAR 333-061-0070 thru 333-061-0074. This includes installation, maintenance and testing of backflow prevention devices and assemblies; as well as other rules to report backflow data to the Oregon Health Authority (Department of Human Services) every year.

Actual or potential cross connections are prohibited. If a potential exists for a cross connection and this is necessary, the water system must be protected by an appropriate backflow prevention device or assembly. Most high hazards or health hazard are specified in the above listed Oregon Administrative Rules. They should be given the highest priority by this water system. (See Note 1)

Angler's Cove/Shady Cove Heights Water Company has the right to refuse or terminate water service to any customer who does not install a backflow device or assembly, when necessary, test at least annually and repair if necessary the backflow devices on the customer's property.

Angler's Cove/Shady Cove Heights Water Company reserves the right to demand a backflow device at the customer's side of the water meter if access is not allowed to determine if a backflow device or assembly is necessary.

Angler's Cove/Shady Cove Heights Water Company will allow a reasonable time to achieve compliance with our rules, but should a backflow incident occur, the water system has the right to terminate service immediately and restore it only after compliance.

Reference:

http://arcweb.sos.state.or.us/pages/rules/oars_300/oar_333/333_061.html

Note 1: A list of high hazard and health hazard premises requiring isolation by an approve air gap or reduced pressure type of assembly is shown in Table 48 of OAR 333-061-0070, which is attached to this policy.

CROSS-CONNECTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between _____ hereinafter "Owner" and Anglers Cove/Shady Cove Heights Water Company hereinafter "Anglers Cove".

WHEREAS, Owner is the record owner of the real property and improvements located at: _____

WHEREAS, the water system that is privately owned by "Anglers Cove" is known hereinafter as "Community Water System".

WHEREAS, Anglers Cove provides water to the real property owners in Anglers Cove/Shady Cove Heights and in accordance with the Oregon Health Division Administrative Rules (333-061-0070), Anglers Cove is required to discontinue water service to any owner who has a direct connection between a well or any other water source and the Community Water System.

WHEREAS, to continue water service to each Owner who may or may not have a well, irrigation system or alternate water source, the following agreement must be completed.

THEREFORE, the parties agree as follows:

Section 1. Connection. Owner agrees to disconnect any well or alternate water source so that no link permanently or temporarily exists between the well or alternate water source and the water supplied by Anglers Cove. Owner further agrees not to reconnect the well or alternate water supply to the Community Water System in the future without a valve approved by the OAR (333-061-0700).

Owner also agrees that if Owner uses Anglers Cove as their source of water for irrigation, Owner shall, at Owner's sole expense, install and maintain a certified backflow prevention device that has been approved by the Oregon Department of Human Services.

Section 2. Indemnity. Owner agrees to indemnify and hold harmless Anglers Cove, its board of directors, officers, and members from any and all damages, loss, liability and claims whatsoever including personal injury, property damages and attorneys fees that may arise out of any claim from any alternate water source entering the Community Water System from Owner's property. Owner accepts full responsibility for any damages, losses, liabilities or claims arising from said water from Owner's well, irrigation or other alternate water supply entering the Anglers Cove water supply during ownership of subject property.

Section 3. Inspections. Representatives of Anglers Cove, upon presentation of identification, may enter property at any reasonable time to make inspections to assure compliance with this Agreement. In the event of an emergency, Anglers Cove may enter Owner's property to disconnect any water supply of the Owner from the Community Water System, disconnect the Community Water System provided by Anglers Cove to Owner, and make any repairs necessary to protect the Community Water System from contamination. Owner agrees that Owner will be responsible for all costs incurred by Anglers Cove for any necessary repairs or maintenance performed by Anglers Cove whether during emergency or otherwise, that are necessary to protect the Community Water System from contamination. Owner agrees that Anglers Cove, its board of directors, officers and members shall not be liable for any damage or injury to Owner's property or person arising out of any disconnection of an alternate water supply from the Community Water System, disconnection of the Community Water System from Owner's property and any repair or maintenance performed by Anglers Cove to protect the Community Water System from contamination.

Section 4. Default. If Anglers Cove determines that a violation of this Agreement exists, Anglers Cove may declare default upon seven (7) days written notice to the last known address of the Owner. Upon declaration of default, Owner shall, within 7 days, undertake any action necessary to remedy the default, including but not limited to installing any backflow prevention device, disconnecting any directly connected alternate water supply and making any repairs to the Owner's water system. If Owner has not remedied the default within the 7-day period, Anglers Cove may terminate water service to the Owner's property with 2 days written notice. Anglers Cove shall not be required to restore service to Owner's property until the default has been remedied and any installation and repairs have been inspected and approved so as to protect the Community Water System from contamination.

By signing this Agreement, Owner understands the potential health hazard that exists in having an alternate water source cross-connected to the Community Water System. Owner further agrees that Owner has, as Owner of said property, disconnected any alternate source and installed a certified backflow prevention device on any alternate water source or any irrigation system that is using the Community Water System. It is the Owner's responsibility to notify Anglers Cove of any alterations to owner's systems that may need inspection to meet the Oregon Health Division Administrative Rule (333-061-0070).

Anglers Cove / SCHWC
41-01483

"OWNERS"

Owner's Name

Owner's Name

Date

Date

"ANGLERS COVE"

Anglers Cove/Shady Cove Heights
Water Company,

By: _____

Its: President/Chair