

DEL-CO WATER COMPANY, INC. BACKFLOW PREVENTION AGREEMENT

Ohio Revised Code §6109.13
Ohio Administrative Code §3745-95

This agreement, between Del-Co Water Company, Inc. (a non-profit company), herein called the Association, and the Signer hereof, a User of the Association, hereafter called User.

WHEREAS, the Association owns and operates a public water system, is obligated and required by the laws of the State of Ohio to implement and conduct a backflow prevention program to protect and safeguard the general public against the threat of contamination caused by the backflow of contaminants by an auxiliary water system into the public water system, requires that the User enter into an agreement to restrict and control all activity on his real property that may cause contamination of the public water system.

In exchange for the Association providing water service to the User in accordance with the Water User's Agreement, User agrees that they understand the policies of the Association concerning the control and/or abatement of auxiliary water systems on their real property.

If such auxiliary water system does not exist on said real property, User attests to the following statement:

- I state that to the best of my knowledge, my real property does not contain an auxiliary water system, nor will I install or cause to have installed an auxiliary water system on my property in the future. I further agree to grant the Association, or its assigns, access to my premises, as required, for the purpose of confirming my compliance with the backflow regulations.

If such auxiliary water system does exist on said real property, the User agrees to select one of the following methods to bring their real property into compliance with the laws of the State of Ohio and the Association's policies:

- 1. I agree to completely remove the auxiliary water system from my real property and grant the Association, or its assigns, access to my real property, to confirm the removal of said auxiliary water system.
- 2. I agree to retain my auxiliary water system and relocate all components of said auxiliary water system to outside my premises, and to grant the Association, or its assigns, access to my premises, as required, for the purpose of inspection, and to pay all fees associated with inspection to ensure that the separation is maintained, at regular intervals as required in OAC 3745-95-04.
- 3. I agree to retain my auxiliary water system and install or cause to have installed a reduced pressure (RP) principle backflow prevention assembly at my premises, to disconnect the auxiliary water system from the public water system on my premises, and to grant the Association, or its assigns, access to my premises, as required, for the purpose of inspection, to ensure that the separation is maintained. I further agree to maintain the backflow prevention assembly in good working order and to have it tested by a certified backflow tester at regular intervals as required in OAC 3745-95-06.

User further agrees:

1. User shall not install or maintain a connection between the public water system or User's water system and an auxiliary water system.
2. Water service shall be denied or discontinued, after reasonable notice is given to the occupant thereof, to any premises wherein any backflow prevention device required is not installed, tested and maintained in a manner acceptable to the Association, or if it is found that the backflow prevention device has been removed or by-passed, or if an unprotected cross-connection exists on the premises, or if the Association's personnel, or authorized representative, is denied entry to determine compliance with the backflow regulations.
3. Water service to such premises shall not be restored until the User has corrected or eliminated such conditions or defects in conformance with all applicable rules and regulations, and to the satisfaction of the Association.
4. Other penalties and conditions as stated in OAC 3745-95-08 and the Association's Water User's Agreement shall be in full force, and not be nullified in any way by this agreement.

Definitions:

1. "Auxiliary water system" means any water system on or available to the premises other than the public water system. These auxiliary water systems shall include used water or water from a source other than the public water system, such as wells, cisterns or open reservoirs that are equipped with pumps or other prime movers, including gravity.
2. "Consumer's or User's water system" means any water system, located on the consumer's premises, supplied by or in any manner connected to a public water system.
3. "Premises" means any building, structure, dwelling or area containing plumbing or piping supplied from a public water system.
4. "Cross-connection" means any arrangement where by backflow can occur.
5. "Real property" means the property that is owned or under the control of the consumer and adjacent to the premises.

Users who are prior existing customers of the Association, or new Users selecting Option 1 or 2 above agree to complete all modifications to their property required to bring their property into compliance with the backflow regulations and the Association's policies on or before 90 days after water service is established. New Users selecting Option 3 agree to install the RP assembly prior to service being established by the Association.

IN WITNESS WHEREOF, we have entered into this instrument this _____ day of _____, 20____.

Property Address: _____

User

DEL-CO WATER COMPANY, INC.

(Printed)

P. K. Tudor, General Manager
(Printed)