



BACKFLOW TESTING AND RIGHT OF ENTRY AGREEMENT

This Backflow Testing and Right of Entry Agreement ("Agreement") is made by and between Lakewood Water District and its agents (collectively, "LWD") and _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

LWD operates a community water system in the Lakewood area located in Pierce County, Washington. Owner owns certain residential or commercial real property located at _____ ("Property"). The purpose of this Agreement is to authorize LWD and its agents to access, inspect, and test a Backflow Prevention Assembly/ies ("Assembly") which is/are installed on the Property. The purpose of the test is to certify that the Assembly is functioning properly in compliance with the requirements of Washington Administrative Code 246-290-490. LWD will have an independent contractor certified by the State of Washington as a Backflow Assembly Tester ("BAT") perform such testing.

Owners who sign this Agreement will be billed by LWD for a fixed cost per LWD's current Rates, Fees, & Charges Schedule per Assembly ("Work Cost") to have the Assembly inspected, tested, and certified ("Work") on an annual basis. The Work Cost will include the cost to test, clean the Assembly if necessary, and retest the Assembly if necessary. Owner will be notified by LWD if an Assembly fails the test procedure. Owner shall then be required to have a certified BAT or plumber repair the Assembly and submit documentation of the repairs and passing a re-test to LWD within thirty (30) days of the District notice. If the Assembly is found to be no longer repairable, Owner shall be responsible for the installation of a replacement Assembly. Any new Assembly shall be subject to inspection, testing, and certification by LWD's BAT at an additional Work Cost.

The Work Cost shall be considered a cost to provide water service to the Property and shall be included in the Owner's bi-monthly water service billing from LWD, and, if the Work cost is not paid by the Owner within thirty (30) days of the date of LWD's billing to the Owner for the Work Cost, LWD shall have all rights as provided by RCW 57.08.081 and applicable LWD resolutions, policies, and procedures to recover the Work Cost.

LWD will allow Owner to participate in this backflow assembly testing program on the terms and conditions of this Agreement, including that Owner pay for the service and that Owner grants LWD and its agents the right to enter upon the Property in the area of the Assembly to perform the Work. LWD shall have such right of entry upon the Property during the term of this Agreement commencing from the Effective Date set forth below.

LWD and Owner each have the right to terminate this Agreement and to determine not to provide the Work any further at any time without cause by providing the other Party at least five (5) business days written notice, provided Owner shall still be required to pay LWD for any Work performed by LWD for the Owner prior to the Effective Date of termination. This Agreement shall be effective on the date by which both Parties have signed it ("Effective Date").

Any notice to be given or any document to be delivered by either Party to the other herein shall be delivered in person or mailed by regular post and addressed to LWD or Owner at the following addresses:

Owner Signature: _____

LWD Signature: _____

Date: _____

Date: _____

Mailing Address: _____

Mailing Address: 11900 Gravelly Lake Drive
SW Lakewood, WA 98499

Phone: _____

Phone: 253-588-4423

Fax: 253-588-7150

Email: _____

Email: sjorgensen@lakewoodwater.org



COMMISSIONERS

J.S. Korsmo, Jr.

G. J. Rediske

G. J. Barton

GENERAL MANAGER

Randall M. Black

Dear Customer,

Lakewood Water District has recently adopted a new program to benefit our customers who require annual backflow prevention assembly testing. The District has contracted with Blake's Backflow Service LLC this year to provide a coordinated testing program at a charge of \$27.00 per assembly. This charge covers the testing of your assembly and the District's administrative costs for the program.

This is a voluntary program; you can elect to continue to select and hire your own backflow tester each year, or you can sign up for our program and have that service automatically provided for you by the District's contractor.

Blake's Backflow will be notified at the beginning of the month your test is normally due to schedule and perform the test. Only if you have an assembly located inside your home or business will an appointment be necessary and for someone to be present on site at the time of the testing. Blake's Backflow will inspect, test, and certify your backflow assembly. If simple cleaning or flushing is needed, it will be included in this service, along with re-testing and certification, all for the \$27 charge. If the backflow assembly is in need of major repair i.e. replacement parts, or is beyond repair, you will be notified to arrange and pay for those repairs and /or the assembly's replacement.

You will be billed on your next bi-monthly water service bill after the testing, providing convenience as well as cost savings. Enclosed you will find a form (Automatic Backflow Testing and Right of Entry Agreement) with some additional information. Please look it over, fill in the pertinent information, and return the form to the District office within 30 days so that our contractor can plan accordingly.

Again, this is a voluntary program, and you may opt in or out at any time. If you have further questions or need more information, feel free to call me at the number below or e-mail me at sjorgensen@lakewoodwater.org. We look forward to hearing from you.

Thank you.

Shaun Jorgensen

Shaun Jorgensen
Water Quality Specialist, CCS
Lakewood Water District Backflow Department

Enclosure