

**CAMANO COOPERATIVE WATER AND POWER COMPANY
ISLAND COUNTY, WASHINGTON
ATTACHMENT A**

PREVENTION OF CONTAMINATION:

If a Cross Connection hazard is present in the Shareholder's plumbing system, starting from the termination of the Cooperative's water service pipe, it shall be considered a potential high health hazard. This shall require the isolation of the Shareholder's premises by a properly installed and maintained reduced pressure backflow assembly (RPBA) or detector derivative thereof. The RPBA shall be located on the Shareholder's water service pipe (i.e., immediately downstream of the meter). Water shall only be supplied to the Shareholder through a properly installed and maintained RPBA

Notwithstanding the aforesaid, the Cooperative, upon an assessment of the risk of contamination posed by the Shareholder's plumbing system and use of water, may allow a Shareholder, at a minimum, to be supplied through an 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 Shareholder agrees to take all measures necessary to prevent the contamination of the plumbing system within his premises and the Cooperative's distribution system that may occur from backflow through a cross connection. These measures shall include the prevention of backflow under any back pressure or back-siphonage condition, including the disruption of supply from the Cooperative's system that may occur by reason of routine system maintenance or during emergency conditions, such as a water main break.
- 2) The Shareholder agrees to install, operate and maintain at all times his plumbing system in compliance with the current edition of the 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 Cooperative's service pipe.
- 3) For cross connection control or other public health related surveys, the Shareholder agrees to provide free access for the employees or agents of the Cooperative 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 Cooperative's survey is denied, water service will only be supplied through a properly installed and maintained reduced pressure backflow assembly (RPBA).
- 4) The Shareholder agrees to bear all costs for the installation, testing, repair, maintenance and replacement of the RPBA or DCVA or derivative thereof installed to protect the Cooperative's distribution system. The Shareholder is also responsible for the annual maintenance and inspection of the RPBA or DCVA by a certified Cross Connection Control Specialist (CCS) and providing a copy of the report to the

Cooperative. If this report is not provided to the Cooperative within 30 days of the annual due date of May 1st there will be a late fee and the Cooperative has the right to discontinue water supply if the report is not received within 60 days of May 1st.

5) At the time of application for service, if required by the Cooperative, the Shareholder agrees to submit plumbing plans and/or a cross connection control survey of the premises by a Cooperative approved and Washington Department of Health certified Cross Connection Control Specialist (CCS). The survey shall assess the cross connection hazards and list the backflow prevention provided within the premises. The results of the survey shall be submitted prior to the Cooperative turning on water service to a new Shareholder. The cost of the survey shall be borne by the Shareholder.

6) For classes of Shareholders other than single family residential, when required by the Cooperative, the Shareholder agrees to submit a cross connection control re-survey of the premises by the persons described above. The Cooperative may require the re-survey to be performed in response to changes in Shareholder's plumbing, or performed periodically (annual or less frequent) where the Cooperative considers the Shareholder'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 Shareholder.

7) Within 60 days of a request by the Cooperative, a residential Shareholder shall agree to complete and submit to the Cooperative a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the Shareholder's plumbing system on the Cooperative's distribution system. Further, the residential Shareholder agrees to provide within 60 days of a request by the Cooperative a cross connection control survey of the premises by a Cooperative approved and Washington Department of Health certified Cross Connection Control Specialist (CCS).

8) Within 60 days of a request by the Cooperative, a residential Shareholder shall agree to respond to a letter asking if the Shareholder has any health hazard posed by the plumbing system on the Cooperative's distribution system. Further, the residential Shareholder agrees to provide, within 60 days of a request by the Cooperative, a cross connection control survey of the premises by a Cooperative approved and Washington Department of Health certified Cross Connection Control Specialist (CCS).

9) The Shareholder agrees to obtain the prior approval from the Cooperative for any changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the Cooperative for cross connection control.

10) The Shareholder agrees to immediately notify the Cooperative and the local public health inspection jurisdiction of any backflow incident occurring within the premises, (i.e., entry into the potable water of any contaminant or pollutant) and shall cooperate fully with the Cooperative to determine the reason for the incident.

11) The Shareholder acknowledges the right of the Cooperative to discontinue water supply within 72 hours of giving notice, or a lesser period of time if required to protect the public health if the Shareholder fails to cooperate with the Cooperative in the survey of premises, in the installation, maintenance, repair, inspection or testing of backflow prevention assemblies or air gaps required by the Cooperative, or in the Cooperative's effort to contain a contaminant or pollutant that is detected in the Shareholder's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service the Cooperative may install a reduced pressure backflow assembly (RPBA) on its service pipe to provide premises isolation

12) The Shareholder agrees to indemnify and hold harmless the Cooperative for all contamination of the Shareholder's plumbing system or the Cooperative's distribution system that results from an unprotected or inadequately protected cross connection within his/her premises. This indemnification shall pertain to all backflow conditions that may arise from the Cooperative's suspension of water supply or reduction of water pressure, recognizing that the air gap separation otherwise required would require the Shareholder to provide adequate facilities to collect, store and pump water for his premises.

13) The Shareholder agrees that, in the event legal action is required and commenced between the Cooperative and the Shareholder to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney's fees as determined by the Court.

13) The Shareholder acknowledges that the Cooperative's survey of a Shareholder's premises is for the sole purpose of establishing the Cooperative's minimum requirements for the protection of the water supply system, commensurate with the Cooperative's assessment of the degree of hazard.

It shall not be assumed by the Shareholder or any regulatory agency that the Cooperative's survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by Cooperative personnel constitutes an approval of the Shareholder's plumbing system, or an assurance to the Shareholder of the absence of cross connections therein.

14) The Shareholder acknowledges the right of the Cooperative, in keeping with changes to State regulations, industry standards, or the Cooperative's risk management policies, to impose retroactive requirements for additional cross connection control measures.

15) Irrigation systems must be physically disconnected and verified by a cross connection control specialist from the drinking water system to be exempted from the backflow test requirement. The Shareholder shall bear all costs for the disconnection and necessary testing by a cross connection control specialist, and provide confirmation to the Cooperative.

The Cooperative shall record the Shareholder'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 Cooperative and signed by the Shareholder.

The definition of technical terms given in the "Cross Connection Control Manual, Accepted Procedures and Practice", Sixth Edition, December 1995 published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof, shall apply herein.