

**CERTIFIED COPY OF
CROSS-CONNECTION CONTROL POLICY RESOLUTION
ADOPTED AT MEETING OF COMMISSIONERS OF
PUBLIC UTILITY DISTRICT NO. 1 OF THURSTON COUNTY**

We, the undersigned, being the President and Secretary of Public Utility District No. 1 of Thurston County, do hereby certify that the following resolution was adopted unanimously by the Commissioners of Public Utility District No. 1 of Thurston County at the meeting of the Commissioners held at the offices of the Thurston County Public Utility District No. 1, Suite G, 210 Union Avenue, Olympia, Washington, 98501, which meeting was held on December 13, 2005, and that said Resolution has not been revoked.

Resolution No. 05-15

Finding of Fact

WHEREAS it is the responsibility of a Thurston Public Utility District (TPUD) to provide water that meets Washington State drinking water quality standards, to the customer at the meter, and

WHEREAS it is TPUD's responsibility to prevent the contamination of the public water system from the source of supply (i.e., to the customer's connection to the service pipe or meter), and

WHEREAS it is a requirement of the Washington State Department of Health (DOH) for TPUD to establish a cross connection-control program satisfactory to DOH, and

WHEREAS cross-connections within the customer's plumbing system pose a potential source for the contamination of the public water supply system;

NOW, THEREFORE, it is hereby

RESOLVED that Thurston Public Utility District, hereinafter referred to as TPUD, establishes the following service policy to protect the purveyor-owned water system from the risk of contamination. For public health and safety, this policy shall apply equally to all new and existing customers.

Definitions

Unless otherwise defined, all terms used in this resolution pertaining to crossconnection control have the same definitions as those contained in WAC 246-290-010 of the Washington State Drinking Water Regulations.

Prevention of Contamination

TPUD shall consider the customer's plumbing system, starting from the termination of TPUD's water service pipe, to be a potential high-health hazard requiring the isolation of the customer's premises by a DOH-approved, customer-installed and maintained reduced-pressure principle backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA). The RPBA or RPDA shall be located at the end of TPUD's water service pipe (i.e., immediately downstream of the meter). Water shall only be supplied to the customer through a DOH-approved, customer-installed and maintained RPBA or RPDA.

Notwithstanding the aforesaid, the TPUD, upon an assessment of the risk of contamination posed by the customer's plumbing system and use of water, may allow:

- A single-family or duplex residential customer to connect directly to the water service pipe, i.e., without a DOH-approved double-check valve assembly (DCVA) or RPBA
- Any customer other than a single-family or duplex residential customer, as a minimum, to be supplied through a DOH-approved, customer-installed and maintained DCVA or double-check detector assembly (DCDA).

Conditions for Providing Service

TPUD shall only provide water service 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 TPUD'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 Purveyor'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 TPUD'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.

Where agreement for free access for TPUD's survey is denied, TPUD may supply water service provided that premises isolation is provided through a DOH-approved reduced-pressure principle backflow assembly (RPBA).

4. The customer agrees to install all backflow prevention assemblies requested by the TPUD 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 TPUD. 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. The assemblies shall be installed in accordance with TPUD's construction standards and specifications.
5. The customer agrees to:
 - (a) Have all assemblies (e.g., RPBA's and/or DCVA's) that TPUD relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by TPUD, after repair, and after relocation;
 - (b) Have all testing done by a purveyor-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 TPUD the results of the test(s) on TPUD-supplied test report forms within the time period specified by TPUD.
6. 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 TPUD's distribution system.
7. At the time of application for service, if required by TPUD, the customer agrees to submit to TPUD plumbing plans and/or a cross-connection control survey of the premises conducted by a purveyor-approved and DOH-certified Cross-Connection Control Specialist (CCS).

The cross-connection control survey shall assess the cross-connection hazards and list the backflow preventers provided within the premises. The results of the survey shall be submitted prior to TPUD turning on water service to a new customer. The cost of the survey shall be borne by the customer.

8. For classes of customers other than single-family residential, when required by TPUD, the customer agrees to periodically submit a cross-connection control resurvey of the premises by a DOH-certified CCS acceptable to TPUD. TPUD 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 TPUD 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.
9. Within 30 days of a request by TPUD, a residential customer shall agree to complete and submit to TPUD a "Water Use Questionnaire" for the purpose of surveying the

health hazard posed by the customer's plumbing system on TPUD's distribution system. Further, the residential customer agrees to provide within 30 days of a request by TPUD a cross-connection control survey of the premises by a DOHcertified CCS acceptable to TPUD.

10. The customer agrees to obtain the prior approval from TPUD for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by TPUD for cross-connection control.
11. The customer agrees to immediately notify TPUD 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 TPUD to determine the reason for the backflow incident.
12. The customer acknowledges the right of TPUD 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 TPUD in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by TPUD, or in TPUD's effort to contain a contaminant or pollutant that is detected in the customer's system.

Without limiting the generality of the foregoing, in lieu of discontinuing water service, TPUD 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 TPUD's water billing policies.

13. Where TPUD 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 TPUD's water meter, the customer acknowledges his obligation to comply with the other cross-connection control regulations having jurisdiction (i.e., Uniform Plumbing Code). Although TPUD's requirements for installation, testing, and repair of backflow assemblies may be limited to the RPBAs used for premises isolation, the customer agrees to the other terms herein as a condition of allowing a direct connection to TPUD's service pipe.
14. The customer agrees to indemnify and hold harmless TPUD for all contamination of the customer's plumbing system or TPUD'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 TPUD'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.
15. The customer agrees that, in the event legal action is required and commenced

between TPUD 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.

16. The customer acknowledges that TPUD's survey of a customer's premises is for the sole purpose of establishing TPUD's minimum requirements for the protection of the public water supply system, commensurate with TPUD's assessment of the degree of hazard.

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

17. The customer acknowledges the right of TPUD, in keeping with changes to Washington State regulations, industry standards, or TPUD's risk management policies, to impose retroactive requirements for additional cross-connection control measures.

TPUD will record the customer's agreement to the above terms for service on an "Application for Water Service," "Application for Change of Water Service," "Water Use Questionnaire," or other such form prepared by the Purveyor and signed by the customer.

Implementation of the Cross-Connection Control Policy

TPUD will engage the services of a DOH-certified CCS to develop, implement and be in responsible charge of the TPUD cross-connection control program.

TPUD, under the direction of the aforementioned CCS, will prepare a written cross-connection control program plan to implement the requirements of this resolution. The written program shall be consistent with this resolution and shall comply with the requirements of Chapter 246-290 WAC (Group A Drinking Water Regulations).

TPUD will use the most recently published editions of the following publications as references and technical aids:

1. *Cross-Connection Control Manual, Accepted Procedures and Practice*, published by the Pacific Northwest Section, American Water Works Association, or latest edition thereof
2. *Manual of Cross-Connection Control*, published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, or latest edition thereof.

3. *Cross-Connection Control Guidance Manual for Small Water Systems*, published by the DOH Office of Drinking Water.

TPUD will incorporate the written program plan into all Water System Plans and will submit the plan to DOH for approval when requested.

TPUD, in consultation with the aforementioned CCS, shall have the authority to make reasonable decisions related to cross connections in cases and situations not provided for in the resolution or written program.

If any provision in this resolution, or in the written cross-connection control program is found to be less stringent than or inconsistent with the Drinking Water Regulations (Chapter 246-290 WAC), or other Washington state statutes or rules, the more stringent state statute, rule, or regulation shall apply.

Said Resolution passed by the unanimous vote of the Commissioners.

We do further certify that said meeting was attended by all of the Commissioners of Public Utility District No. 1 of Thurston County and that the Resolution was adopted by the unanimous vote of the Commissioners of Public Utility District No. 1 of Thurston County.



Paul Pickett
Commissioner and President of PUD

Attest:



Alan M. Co
Commissioner and Secretary of PUD