

CROSS CONNECTION CONTROL RESOLUTION 556

FINDING OF FACT:

Whereas it is the water purveyor's responsibility to provide water to the customer that meets State water quality standards; and

Whereas it is the water purveyor's responsibility to prevent the contamination of the public water supply and system; and

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

Now be it resolved that the Point Roberts Water District No. 4 (water purveyor) establishes the following service policy to protect the public water supply system from the risk of contamination. For public health and safety, this policy shall apply equally to all new and existing customers.

PREVENTION OF CONTAMINATION:

The customer's plumbing system, starting from the termination of the purveyor's water service, shall be considered a potential high health hazard requiring the isolation of the customer's premise by a purveyor approved, customer installed and maintained air gap. The air gap shall be located at the end of the purveyor's service pipe. Water shall only be supplied to the customer through this purveyor approved air gap.

Notwithstanding the aforesaid, the purveyor, upon assessing the risk of contamination posed by the customer's plumbing system and use of water, may allow the customer to connect directly to the water service, i.e., without a purveyor approved air gap. Permission for the direct connection to the water service will be at the sole discretion of the purveyor, and will be 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 their premise and the purveyor'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 supply from the purveyor's system that may occur by reason of 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 their 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 customer's service and/or at plumbing fixtures.
- 3) For cross connection control or other public health related surveys, the customer agrees to provide free access for the employees of the purveyor to all parts of the premise during reasonable working hours of the day for routine surveys, and at all times during emergencies.
- 4) The customer agrees to install all backflow prevention assemblies requested by the purveyor, and to maintain those assemblies in good working order. The assemblies shall be of a type, size and make approved by the purveyor and the State Health Authority. The assemblies shall be installed in accordance with all standards established by the purveyor.

- 5) The customer agrees to have all backflow prevention assemblies tested upon installation, annually thereafter or when requested by the purveyor, after repair and after relocation. All testing shall be done by a purveyor approved and State Health Authority certified backflow prevention assembly tester (BAT). The results of the tests shall be reported within 30 days to the purveyor on a form provided by or approved by the purveyor.
- 6) The customer agrees to obtain prior approval from the purveyor for all changes in water use, and alterations and additions to the plumbing system, and shall comply with any additional requirements imposed by the purveyor for cross connection control.
- 7) The customer acknowledges the right of the purveyor, in keeping with changes to State regulations, or the purveyor's risk management policies, to impose retroactive requirements for additional cross connection control measures.
- 8) The customer acknowledges the right of the purveyor 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 customer fails to cooperate in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by the purveyor.
- 9) The customer agrees to indemnify and hold harmless the purveyor for all contamination of the customer's plumbing system or the purveyor's distribution system that results from an unprotected or inadequately protected cross connection within their premise. This indemnification shall pertain to all backflow conditions that may arise from the purveyor'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 their premise.

The administrator of the Point Roberts Water District No. 4 (purveyor) shall establish the priority for the survey and repeat survey of new and existing premises for cross connections, based on the risk management policies established by the Water District, and the minimum requirements imposed by the State Health Authority. The administrator shall establish standards and procedures governing the application, installation, approval and testing of assemblies, and other related tasks, in accordance with the State Health Authority's regulations, and the American Water Works Association – Pacific Northwest Section "Manual of Cross Connection Control," Sixth Edition, or latest edition thereof; and may establish such other more stringent requirements deemed necessary to reduce the risk of contamination of the public water supply system.

The survey of a customer's premise shall be for sole purpose of establishing the purveyor's minimum requirements for the protection of the public water supply system, commensurate with the purveyor's assessment of the degree of hazard. It shall not be assumed by the customer or other regulatory agencies that the purveyor's survey, requirements for the installation of backflow prevention assemblies, lack of requirements for the installation of backflow prevention assemblies, or other actions by personnel employed by the purveyor, constitutes an approval of the customer's plumbing system, or an assurance to the customer of the absence of cross connections therein.

DEFINITIONS:

See Attached Water Supply Cross-Connections Sections: 1.10 – 1.22