

**ORDINANCE NO. 517
DRAFT 2**

**AN ORDINANCE OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY,
WASHINGTON REPEALING ORDINANCE NO. 517-DRAFT 1 AND ORDINANCE NO.
338 PERTAINING TO THE INSTALLATION AND MAINTENANCE OF BACKFLOW
PREVENTION DEVICES, AND ADOPTING A NEW CROSS-CONNECTION
CONTROL POLICY THAT MEETS THE DEPARTMENT OF HEALTH WATER
QUALITY STANDARDS**

Whereas, it is the responsibility of a water purveyor to provide water to the customer at the meter that meets Washington State water quality standards; and

Whereas, it is the water purveyor's responsibility to prevent the contamination of the public water system from its customers' connections to water service; and

Whereas, the Washington State Department of Health (DOH) requires, via WAC 246-290-490, each water purveyor to establish a cross-connection control program satisfactory to DOH.

NOW, THEREFORE, the Town Council of the Town of South Prairie do hereby ordain as follows:

Section 1: Ordinance 517-Draft 1 and Ordinance 338 are hereby repealed.

Section 2: A new Cross-Connection Control Policy, attached to this Ordinance as Exhibit A, is hereby adopted and incorporated by reference into this Ordinance as if set forth in full. If any provision in the Policy 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 statute, rule, or regulation that is most protective against cross-contamination shall apply.

Section 3: This Ordinance shall take effect five days after its passage, approval, and publication as required by law.

PASSED IN REGULAR AND OPEN SESSION this 19th day of January 2010.

TOWN OF SOUTH PRAIRIE

CROSS-CONNECTION CONTROL POLICY

Definitions

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

Prevention of Contamination

Customer's plumbing systems, starting from the termination of the Purveyor's water service pipe, shall be considered 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 the Purveyor'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 Purveyor, 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 purveyor-approved DCVA or RPBA.
- Any customers other than a single-family or duplex residential customer, as a minimum, to be supplied through a DOH-approved, customer-installed and maintained double-check valve assembly (DCVA) or double-check detector assembly (DCDA).
- *“Any customer, other than a single-family or duplex residential customer to connect directly to the water service pipe (i.e., without a purveyor- approved DCVA or RPBA), PROVIDED THAT the customer installs and maintains backflow preventers, at the point of hazard, that are commensurate with the degree of hazard assessed by the Purveyor.”*

Conditions for Providing Service

Water service is provided 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 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 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 the Purveyor's employees or agent's 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 the Purveyor's survey is denied, the Purveyor 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 Purveyor 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 the Purveyor. 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.
5. The customer agrees to:
 - a) Have all assemblies (e.g., RPBA's and/or DCVA's) that the Purveyor relies upon to protect the public water distribution system tested upon installation, annually thereafter and/or more frequently if requested by the Purveyor, 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 Purveyor the results of the test(s) on Purveyor-supplied test report forms within the time period specified by the Purveyor.
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 the Purveyor's distribution system.
7. At the time of application for service, if required by the Purveyor, the customer agrees to submit to the Purveyor plumbing plans and/or a cross-connection control survey or 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 the Purveyor 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 the Purveyor, the customer agrees to periodically submit a cross-connection control re-survey of the premises by a DOH-certified CCS acceptable to the Purveyor. The Purveyor 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 the Purveyor 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 the Purveyor, a residential customer shall agree to complete and submit to the Purveyor, a residential customer shall agree to complete and submit to the Purveyor a "Water Use Questionnaire" for the purpose of surveying the health hazard posed by the customer's plumbing system on the Purveyor's distribution system. Further, the residential customer agrees to provide within 30 days of a request by the Purveyor a cross-connection control survey of the premises by a DOH-certified CCS acceptable to the Purveyor.

10. The customer agrees to obtain the 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.
11. The customer agrees to immediately notify the Purveyor 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 the Purveyor to determine the reason for the backflow incident.
12. The customer acknowledges the right of the Purveyor 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 the Purveyor in the survey of premises, in the installation, maintenance, repair, inspection, or testing of backflow prevention assemblies or air gaps required by the Purveyor, or in the Purveyor'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, the Purveyor 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 the Purveyor's water billing policies.

13. *"The Purveyor will require premises isolation for a customer that is of the high-hazard type or category requiring "Mandatory Premises Isolation" established by the DOH regulations (Table 9, WAC 246-290-490).*
14. Where the Purveyor 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 the Purveyor'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 the Purveyor'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 the Purveyor's service pipe.
15. 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 the customer's premises. 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 his/her premises.
16. The customer agrees that, in the event legal action is required and commenced between the Purveyor 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.

17. The customer acknowledges that the Purveyor's survey of a customer's premises is for the 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 any regulatory agency that the Purveyor's survey, requirements for the installation of backflow prevention assemblies, or other actions by the Purveyor's personnel constitute an approval of the customer's plumbing system or an assurance to the customer of the absence of cross connections therein.

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

The Purveyor will record the customer'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 Purveyor and signed by the customer.

Implementation of the Cross-Connection Control Policy

The Purveyor will engage the services of a DOH-certified CCS to develop and implement and be in responsible charge of the **Town of South Prairie** Water System's cross-connection control program.

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

The Purveyor 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.

The Purveyor will incorporate the written program plan into the Water System Plan and will submit the plan to DOH for approval when requested.

The Purveyor, 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 ordinance or written program.