

SPANAWAY WATER COMPANY, Inc.

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Cross-Connection Control Policy

Finding of Fact

Whereas it is a requirement of the Washington State Department of Health (DOH) in WAC 246-290-490 for the Spanaway Water Company (SWC) to establish a cross connection-control program satisfactory to DOH;

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

Whereas it is the SWC's responsibility to prevent the contamination of the public water system from the source of supply to the customer's side of the service meter;

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

Now be it resolved that the Spanaway Water Company hereinafter referred to as SWC, establishes the following service policy to protect the SWC-owned water system from the risk of contamination and to comply with the requirements set forth in WAC 246-290-490. 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 cross-connection control have the same definitions as those contained in WAC 246-290-010 of the Washington State Drinking Water Regulations. Attached hereto.

Prevention of Contamination

The customer owned plumbing system, starting from the customer's side of the service meter, shall be considered a potential high-health hazard requiring the isolation of the customer's premises by a DOH-approved, customer-installed, tested and reported, and maintained reduced-pressure principle backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA). The RPBA or RPDA shall be located as near as practical to the customer's side of the service meter or as may be permitted by SWC upon the customer's signed agreement to install the RPBA or RPDA in a mechanical room prior to any other connections or laterals, except a dedicated non-pumped irrigation system upon which a separate backflow prevention device is installed in accordance with the balance of this policy and the SWC Cross-Connection Control Program. Water shall only be supplied to the customer through a DOH-approved, customer-installed, tested and reported, and maintained RPBA or RPDA.

Premise isolation is required for all commercial, non-residential, and fire protection connections to the distribution system.

The SWC will require premises isolation for all commercial, non-residential, fire protection connections, or as may be determined by the SWC, including but not limited to all high-hazard type or category requiring "Mandatory Premises Isolation" established by the DOH regulations (Table 9, WAC 246-290-490) or SWC policies.

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

1. A residential customer to connect directly to the customer's side of the service meter, without a SWC-approved double check valve assembly (DCVA), double-check detector assembly (DCDA), RPBA, or RPDA, PROVIDED that no landscape irrigation system, fire protection system, or other potential source of contamination exists or may possibly exist in the future on the property as determined by the SWC's DOH-certified Cross Connection Control Specialist (CCS).
2. A residential customer, with a non-pumped landscape irrigation system to connect directly to the customer's side of the service meter, PROVIDED that the non-pumped irrigation system is isolated from the SWC distribution system by a SWC specified and approved DCVA/DCDA or RPBA/RPDA located on the customer's side of the service meter, PROVIDED FURTHER THAT the customer installs, tests and reports, and maintains the DCVA/DCDA as required by the SWC, and PROVIDED ADDITIONALLY, that no other pumped irrigation system, fire protection system, or other potential source of contamination exists or may possibly exist in the future on the property as determined by the SWC's DOH-certified CCS.

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 SWC'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 SWC'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 by SWC on the SWC water system or as required of the customer by the SWC under the SWC Cross-Connection Control Policy on the customer's side of the service meter and/or backflow preventers by the customer 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 SWC'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 the SWC's survey is denied, the SWC may supply water

service PROVIDED THAT premises isolation is provided through a customer-installed, tested and reported, and maintained DOH-approved reduced-pressure principle backflow assembly (RPBA) or reduced-pressure detector assembly (RPDA).

4. The customer agrees to install all backflow prevention assemblies required by the SWC 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 SWC. The assemblies shall be installed in accordance with the SWC's construction standards and specifications and 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/RPDAs and/or DCVA/DCDAs) that the SWC relies upon to protect the public water distribution system tested upon installation, annually thereafter, after repair, after relocation, and/or more frequently as requested by the SWC;
 - (b) Have all testing done by a SWC-approved and currently DOH-certified Backflow Assembly Tester (BAT);
 - (c) Have the RPBA/RPDA or DCVA/DCDA tested in accordance with DOH-approved test procedures; and
 - (d) Submit to the SWC the results of the test(s) on SWC-supplied or approved test report forms within the time period specified by the SWC.
6. The customer agrees to bear all costs for the aforementioned installation, testing, reporting, repair, maintenance and replacement of the RPBA, RPDA, DCVA or DCDA installed to protect the SWC's distribution system.
7. At the time of application for service the customer agrees to submit to the SWC plumbing plans and to permit a cross-connection control survey of the premises conducted by the SWC's DOH-certified Cross-Connection Control Specialist (CCS).

The plumbing plans and cross-connection control survey shall assess the cross-connection hazards and list the backflow preventer/s required for water service to the premises. The results of the survey and backflow assembly installation and inspection shall be approved by the SWC prior to the SWC turning on water service to a new customer. The cost of the survey shall be borne by the customer.
8. Within 30 days of a request by the SWC, a customer including residential customers, shall agree to complete and submit to the SWC a "Water Use Questionnaire" for the purpose of reviewing the health hazard posed by the customer's plumbing system on the SWC's distribution system. The cost of completing the "Water Use Questionnaire" survey shall be borne by the customer.
9. The customer agrees to allow within 30 days of a request by the SWC a cross-connection control survey and resurveys of the premises completed by the SWC's DOH-certified CCS. The cost of completing the survey shall be borne by the customer.
10. The customer agrees to notify SWC of all changes in water use, and alterations and additions to the plumbing system, shall comply with any additional requirements imposed by the SWC for

cross-connection control, and shall comply with requirements of the local authority having plumbing code jurisdiction (Pierce County).

11. The customer agrees to immediately notify the SWC 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 SWC and the local authority having jurisdiction (Pierce County) to determine the reason for the backflow incident.

12. The customer acknowledges the right of the SWC 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 SWC in the survey of premises, in the installation, maintenance, repair, inspection, testing or testing reporting of backflow prevention assemblies or air gaps required by the SWC, or in the SWC'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 SWC may install an RPBA on the service pipe to provide premises isolation, and recover all costs for the installation and subsequent testing, 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 will result in termination of water service in accordance with the SWC's cross connection control policies.

13. The SWC will require premises isolation for all commercial, non-residential, fire protection connections, or as may be determined by the SWC, including but not limited to all high-hazard type or category requiring "Mandatory Premises Isolation" established by the DOH regulations (Table 9, WAC 246-290-490) or SWC policies.
14. In all cases including where the SWC imposes mandatory premises isolation in compliance with DOH regulations or other cross-connection control requirements under SWC policies, or agrees to the customer's voluntary premises isolation through the installation of a RPBA immediately downstream of the SWC'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 SWC's requirements for installation, testing and reporting, and repair of backflow assemblies may be limited to the backflow assemblies used for premises isolation, the customer agrees to the other terms herein as a condition of allowing a direct connection to the customer's side of the service meter.
15. The customer agrees to indemnify and hold harmless the SWC for all contamination of the customer's plumbing system or the SWC'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 SWC'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 SWC 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 SWC's survey of a customer's premises and/or premise isolation is for the sole purpose of establishing the SWC's minimum requirements for the protection of the public water supply system, commensurate with the SWC's assessment of the degree of hazard.

It shall not be assumed by the customer or any regulatory agency that the SWC's survey, requirements for the installation of backflow prevention assemblies, determination that the installation of backflow prevention assemblies are not required, or other actions by the SWC'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 SWC, in keeping with changes to Washington State regulations, industry standards, or the SWC's risk management policies, to impose retroactive requirements for additional cross-connection control measures.

For all customers, in accord with Article I, Section 3.d. of the By-Laws of Spanaway Water Company, an implied service contract allows the SWC to require the protection of the distribution system from contamination through a SWC required-customer installed backflow prevention assembly on a customer's service or other water system connection in accord with this policy.

Implementation of the Cross-Connection Control Policy

The SWC will continue to engage the services of a DOH-certified CCS to develop, implement, and be in responsible charge of the Spanaway Water Company's Water System's cross-connection control program.

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

The SWC 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 SWC will incorporate the written cross-connection control program plan into the Water System Plan and will submit the Water System Plan to DOH for approval as required by state laws and regulations.

The SWC, in consultation with its aforementioned CCS, shall have the authority to make reasonable decisions related to cross connections in cases and situations not provided for in this policy or written program.

If any provision in this policy, 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.

Policy Adopted: August 18, 2005, revised December 20, 2007

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