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Data Mgmt & Compliance  
Drinking Water Program

## Resolution No. 2002-1

### The Board of Directors of the Skyview Acres Water Company, an Oregon Cooperative Corporation, Ordain as Follows:

Pursuant to OAR 333-061-0070 of the Oregon Cross Connection Control Requirements, January, 1996, it is the responsibility of Skyview Acres Water Company to protect its drinking water by instituting and enforcing a cross connection control program.

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#### 1:01 Purpose:

The purpose of these regulations is to protect the water consumers and the potability of the water supply of Skyview Acres Water Company from contamination or pollution due to any existing or potential cross connections.

#### 1:02 Definitions:

- (1) "The Company" means Skyview Acres Water Company.
- (2) "Cross Connection" means any physical arrangement where a public water system is connected, directly or indirectly, with any other water system or auxiliary system, sewer, drain, conduit, swimming pool, storage reservoir, plumbing fixture, swamp coolers, or any other device which contains, or may contain contaminated water, sewage or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connection, removal sections, swivel or change over devices, or other temporary or permanent devices through which, or because of which, backflow may occur are considered to be cross connections.

- (3) **"Backflow"** means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water distribution system of "The Company".
- (4) **"Auxiliary Supply"** means any water source or system other than "The Company" that may be available on the user's premises.
- (5) **"Approved Assembly"** means a device to counteract back pressures or prevent back siphoning. This device must appear on the list of approved devices issued by the Oregon State Department of Health.
- (6) **"Reduced Pressure Principle Assembly" (RPPA)**, shall mean an approved assembly containing two independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The device shall include properly located test cocks and be installed as a unit with, and between, two tightly closing resilient seated shutoff valves.
- (7) **"Double Check Valve Assembly" (DCVA)**, shall mean an approved assembly consisting of two independently operating check valves, loaded to the closed position by springs or weights, and installed as a unit, with, and between, two resilient seated shutoff valves and having suitable connections for testing.
- (8) **"Air Gap"** shall mean approved physical separation between the free flowing discharge end of a potable water supply pipeline, and the overflow rim of an open or non-pressure receiving vessel. These separations must be vertically orientated a distance of at least twice the diameter of the inlet pipe, but never less than 1" (one inch).
- (9) **"Premises"** means any piece of land to which water is provided, including all structures, improvements, mobile home(s), and structures located on it.

#### **1:03 Cross Connections Regulated:**

No cross connections shall be created, installed, used or maintained within the service boundaries served by "The Company" except in accordance with these regulations.

#### **1:04 Backflow Prevention Assembly Requirements:**

Approved backflow prevention assemblies, double check valves shall be installed at the expense of "The Company" on all service connections. Any potential hazard on a premise that requires a higher level of backflow protection than the devices provided by "The Company" will be installed at the expense of the user. The necessity of any additional backflow prevention control will be determined at the discretion of "The Company" and The Oregon Health Department in each of the following circumstances.

- (1) If the nature and extent of any activity on the premises, or the materials used in connection with any activity on the premises, or materials stored on the premises, could contaminate or pollute the drinking water in any way.
- (2) On premises having any one or more cross connections as that term is defined in Section 1:02, Paragraph 2.
- (3) Internal cross connections that are not correctable or intricate plumbing arrangements which make it impractical to ascertain whether or not cross connections exist.
- (4) A repeated history of cross connections being established or re-established.
- (5) Unduly restricted entry so the inspections of cross connections cannot be made with sufficient frequency or with sufficient notice to assure that cross connections do not exist.
- (6) Materials of a toxic or hazardous nature being used such that, if back siphoning should occur, a health hazard could result.
- (7) Any mobile apparatus which uses water from the distribution system of "The Company" or water from any premises within "The Company" service boundaries.
- (8) Any irrigation system.
- (9) Any fire service and/or fire sprinkler.
- (10) All unified plumbing codes must be maintained.
- (11) All construction, new, remodel, commercial, business, industrial, and private homes shall submit their plans to "The Company" for review and determination of the necessity of an assembly.
- (12) On any premise where installation of an approved backflow prevention device is deemed to be necessary to accomplish the purpose of these regulations in the judgement of certified cross connection control specialists employed by "The Company".
- (13) On any premise where an appropriate cross connection report form has not been filed with the office of "The Company".

**1:05 Installation Requirements, OAR 333-061-0071:**

To ensure proper operation and accessibility of all backflow prevention assemblies, the following requirements shall apply to the installation of these devices.

- (1) No part of the backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If installed in a vault or basement, adequate drainage shall be provided.
- (2) Assemblies must be installed at the point of use. Alternate locations must be approved in writing by "The Company" prior to installations.
- (3) The assembly must be protected from freezing and other severe weather conditions.
- (4) All backflow prevention assemblies to be installed shall be a type and model pre-approved by the Oregon State Department of Health and "The Company".
- (5) The assembly shall be readily accessible with adequate room for maintenance and testing. Devices 2" (two inch) and smaller shall have at least 6" (six inch) clearance on all sides of the device.
- (6) Reduced Pressure Principle Assemblies may be installed in a vault only if relief valve discharge can be drained to daylight through a "bore-sight" type drain. The drain shall be of adequate capacity to carry the full rated flow of the device and shall be screened on both sides.
- (7) An approved air gap shall be located at the relief valve orifice. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than 1" (one inch).
- (8) Where a backflow device is deemed necessary, the model of the assembly and installation plans shall be submitted to "The Company" for approval prior to installation.
- (9) Upon completion of installation, "The Company" shall be notified and all devices must be inspected and tested. All backflow devices must be registered with "The Company". Registration shall consist of date of installation, make, model, and serial number of the backflow device, and initial test report.

Any variances from these installation requirements shall be requested in writing by the owner and approved by "The Company" prior to device installation.

**1:06 Access to Premises:**

Authorized employees of "The Company" with proper identification shall have access during reasonable hours to all parts of a premise and within the building to which water is supplied. However, if any water user refuses access to a premise or to the interior of a structure at reasonable times and on reasonable notice for inspection by a cross connection specialist appointed by "The Company" a reduced pressure principle assembly will be required to be installed at the expense of the user at the service connection to that premise.

**1:07 Annual Testing and Repairs:**

All backflow assemblies within "The Company" will be tested annually by a State Certified Tester. The cost of testing the double check valves provided by "The Company" will be paid for by "The Company". Where "The Company" has required the user to install a device to protect against a greater potential health risk, the device shall be tested annually at the user's expense. All such devices found not functioning properly shall be repaired or replaced by the party responsible for the cost of the installation and maintenance of the device. If any device maintained by the user is not promptly repaired or replaced, "The Company" may deny or discontinue water service to the premise.

**1:08 Maintenance of Assemblies:**

The double check valves provided and installed by "The Company" will be maintained by "The Company" in a manner to prevent the assemblies from freezing and flooding.

**1:09 Thermal Expansion:**

It is the responsibility of the property owner to eliminate the possibility of thermal expansion. "The Company" accepts no responsibility for property damage or loss due to thermal expansion following the installation of the devices provided by "The Company" or the devices installed by the user.

**1:10 Pressure Loss:**

"The Company" is not responsible for possible pressure loss due to the installation of any backflow prevention assembly. "The Company" will help the property owner find a better design, if there is the possibility of a significant loss of pressure. "The Company" will supply as much pressure as is available to the service connection. Property owners that choose to build at the highest elevations within "The Company" boundaries are responsible for all additional costs that might be incurred to increase water pressure on the premise.

**1:11 Rental Property:**

All residential and commercial properties occupied by persons other than the owner shall be governed equally by the regulations contained within Resolution No. 2002-1. The property owner will be responsible for all expenses of the water service, backflow assembly, and any and all damage to the service connection or other property of "The Company" that might occur from the acts of a tenant, friend, associate, or anyone not authorized by "The Company".

**1:12 Enforcement and Penalties:**

All expenses incurred by "The Company" and associated with the enforcement of Resolution 2002-1 will be paid by the user to "The Company" within thirty (30) days. Failure to provide payment will force "The Company" to turn off the water and lock the valve at the service connection. The water will not be turned on again until all the expenses incurred by "The Company" are paid, plus a payment of \$50 for turning the water off and on. Failure on the part of any customer to discontinue the use of all cross connections, except in accordance with this resolution, is sufficient cause for the immediate discontinuance of public water service to the premises. (OHD 333-61-070) (ORS 264.315) (1985)

**1:13 Costs of Compliance:**

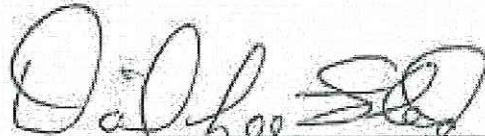
All costs associated with installation, testing, replacement, maintenance, parts, and repairs of the backflow devices that are purchased by the user as required by "The Company" are the financial responsibility of the user. All costs associated with the backflow assemblies provided by "The Company" are the responsibility of "The Company".

**1:14 Constitutionality and Saving Clause:**

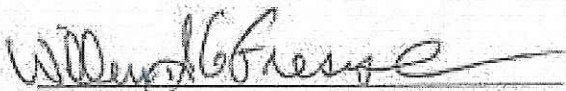
That if any provision, section, sentence, clause, or phrase of this Resolution or the application of same to any person or set of circumstances are for any reason held to be unconstitutional, void, invalid, or for any reason unenforceable, the validity of the remaining portions of this Resolution or its application to other persons or circumstances shall not be affected, thereby it being the intent of the Board of Directors of Skyview Acres Water Company, in adopting and approving this Resolution, that no portion herein or provision or regulation contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation.

1:15 Effective Date:

Resolved by the Board of Directors, this 5 day of JUNE, 2002.



Dave Fleming, President



Bill Larresnays, Acting Vice President



Herbert Burchstead, Director



Peter Schmid, Director



Dennis O'Grady, Acting Treasurer