HUNT WATER DISTRICT

BACKFLOW AND CROSS-CONNECTION CONTROL POLICY

Adopted MARCH 2015
PWS# 41-00888

Hunt Water District #00888 2015

Section 1. The Purpose of this Policy is:

1.1 To protect the health and welfare of the customers of the Hunt Water District by the control of actual or potential contamination or pollution from cross contamination.

1.2 To eliminate or control existing cross-connections, actual or potential, between the Hunt Water District distribution system and contaminants from Agriculture (farms, dairies) and any other actual or potential source of contaminant.

1.3 To provide for annual testing and maintenance of cross-connection and backflow prevention assemblies and to provide a continuous, systematic and effective program of cross connection control.

Section 2. Responsibility

2.1 The property owner shall be responsible for all cross-connection control within their premises and protecting the Hunt District's water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through water service connections.

2.2 When an approved backflow prevention assembly is required, the Hunt District and/or DRC for the Hunt district shall give written notice to the property owner and occupant stating that an approved backflow prevention assembly shall be installed at a specified location designated by the Hunt District DRC and a timeline for compliance.

2.3 The property owner and/or occupant shall be responsible for the cost of installation, testing and repairs to the approved backflow prevention assembly.

2.4 The property owner and/or occupant shall be responsible for maintaining the backflow prevention device and protect from damage or freezing.

2.5 Water service may be disconnected by the Hunt District in the event said cross-connection and/or backflow prevention assemblies are not installed, maintained and/or tested as required by OAR 333-061-0070 and this Policy.

Section 3. Definitions

3.1 **Air Gap** (AG) means a physical separation between two piping systems.

3.2 **Approved Backflow Prevention Device**

(a) Approved backflow prevention assemblies and devices required under this ordinance shall be approved by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, or other equivalent testing laboratories approved by the Oregon Health Authority Drinking Water Program.

(b) Backflow Prevention Assemblies installed before the effective date of these rules that were approved at the time of installation, but are not currently approved, shall be permitted to remain in service provided the assemblies are not moved, the piping systems are not significantly remodeled or modified, the assemblies are properly maintained, and they are commensurate with the degree of hazard they were installed to protect. The assemblies must be tested at least annually and perform satisfactorily to the testing procedures set forth in these rules.

3.3 **Auxiliary Water Supply** means any water source or system other than the public drinking water system that may be available in the building or on the premises.

3.4 **Backflow** shall mean a hydraulic condition, caused by a difference in pressures, in which non-potable water or other fluids flow into a potable water system.

3.5 **Backflow preventer** shall mean a testable assembly to prevent backflow.

3.6 **Contamination** means the entry into or the presence of any substance in the drinking water system which could be a public health hazard and/or deleterious to the quality of the water.

3.7 **Cross-Connection** means any physical arrangement where the District's drinking water system is connected directly or indirectly, with any other water system or auxiliary system, sewer, drain pipes, swimming pool, storage reservoir, hot water heater, plumbing fixture, cooler, fire sprinklers, lawn sprinklers, or any other container or system which contains or may contain contaminated water, sewage, other liquids or an unknown or unsafe quality which may be capable of contaminating the District's drinking water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other temporary or permanent devices through which, or because of which, backflow may occur, are considered to be cross-connections.

3.8 **Cross-Connection Specialist**. A person designated by the District and who has been certified as a Cross-Connection Specialist by the Oregon Health Authority under OAR 333-061-0073.

3.9 **Degree of hazard** shall be derived from the evaluation of a health, water system, plumbing or pollution hazard.

3.10 **District** means Hunt Water District.

3.11 **Double Check Valve Backflow Prevention Assembly** means an assembly composed of two independently acting approved check valves including tightly closed resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks.

3.12 **Health Hazard** means an actual physical or toxic contamination threat to the district's drinking water system that would be a danger to health.

3.13 **High Public Health Hazard** means the classification assigned to an actual or potential cross-connection that potentially could allow substances or liquids that may cause illness or death to backflow into the District's drinking water system.

3.14 **OHA** means Oregon Health Authority Drinking Water Program

3.15 **Plumbing Hazard** means an internal or plumbing-type cross-connection in the consumer's drinking water system that may be either a pollution or a contamination type hazard. This includes, but is not limited to cross connections to farms, dairies, livestock watering troughs, toilets, sinks, lavatories, wash trays, , water hoses, or fire and lawn sprinkling systems.

3.16 **Pollution hazard** means an actual or potential threat to the physical properties of the water system or the potability of the District's or the consumer's potable water system but which would not constitute a health or water system hazard, as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or aesthetically objectionable or could cause minor damage to the water system or its appurtenances.

3.17 **Potable water supply** means any system of water supply intended or used for human consumption or other domestic use.

3.18 **Premises** means any piece of land to which water is provided including all improvements, mobile home(s) and structures located on it.

3.19 **Reduced Pressure Principle Backflow Prevention Assembly**
An assembly containing two independently operating approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located

between the check valves. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shut-off valves at each end of the assembly.

Section 4. Premises required to install a Backflow Prevention Assembly

4.1 All service connections listed shall be required to install a premises isolation backflow prevention assembly consisting of either a reduced pressure principle backflow prevention assembly or an approved air gap.

1. Agricultural (e.g. farms, dairies)
2. Beverage bottling plants**
3. Car washes
4. Chemical plants
5. Commercial laundries and dry cleaners
6. Premises where both reclaimed and potable water are used
7. Film processing plants
8. Food processing plants
9. Medical centers (e.g., hospitals, medical clinics, nursing homes, veterinary clinics, dental clinics, blood plasma centers)
10. Premises with irrigation systems that use water supplier's water with chemical additions (e.g., parks, playgrounds, golf courses, cemeteries, housing estates)
12. Metal plating industries
13. Mortuaries
14. Petroleum processing or storage plants
15. Piers and docks
16. Radioactive material processing plants and nuclear reactors
17. Wastewater lift stations and pumping stations
18. Wastewater treatment plants
19. Premises with piping under pressure for conveying liquids other than potable water and the piping is installed in proximity to potable water piping
20. Premises with an auxiliary water supply that is connected to a potable water supply
21. Premises where the water supplier is denied access or restricted access for survey
22. Premises where the water is being treated by an addition of chemical or other additives

4.2 Premises not listed or defined in section 4.1 shall be individually evaluated. If an existing or potential cross connection is identified the District shall require the installation of one of the following approved backflow prevention assemblies or an approved air gap commensurate with the degree of hazard identified on the premises;

(a) Approved Air Gap

(b) Reduced Pressure Principle Backflow Prevention Assembly (RP), or;

(c) Reduced Pressure Principle-Detector Backflow Prevention Assembly (RPDA), or;

(d) Double Check Valve Backflow Prevention Assembly (DC), or;
(e) Double Check-Detector Backflow Prevention Assembly (DCDA).

4.3 Where unique conditions exist, but not limited to, extreme terrain or pipe elevation changes, or structures greater than three stories in height, even with no actual or potential health hazard, an approved backflow prevention assembly shall be required at the point of delivery.

4.4 In the case of any premise where there is an auxiliary water supply, connected to the plumbing system, the District's water system shall be protected from the possibility of backflow by a reduced-pressure principle backflow prevention assembly (RP) at the service connection.

4.5 In the case of any premise where there is any material, hazardous to human health, which is handled in such a fashion as to create an actual or potential threat to the District's water system by virtue of a backflow occurrence a Premises Isolation Backflow Prevention Assembly consisting of either a reduced pressure principle backflow prevention assembly or an approved air gap shall be required.

4.6 In the case of any premise where substances are handled that are objectionable, but not hazardous to human health, and the likelihood exists of it being introduced into the District's water system by virtue of a backflow occurrence a premises isolation backflow prevention assembly consisting of either a reduced pressure principle backflow prevention assembly or an approved air gap shall be required.

Section 5. Premises Isolation

5.1 Where premise isolation is used to protect against a cross connection, the following requirements apply;
(a) Ensure the approved backflow prevention assembly is installed at a location adjacent to the service connection or point of delivery;
(b) Ensure any alternate location used is with the approval of the District and meet the District's cross connection control requirements.
(c) Ensure no cross connections exist between the point of delivery from the public water system and the approved backflow prevention assemblies, when these are installed in an alternate location.

Section 6. Premises Inspection

6.1 District employees shall have access to premises, with reasonable notice during reasonable hours to buildings and structures to which water is supplied for the purpose of inspecting for existing or potential cross connections.

6.2 Any premises refusing access or failing to complete a cross connection survey when requested for the purpose of determining if existing or potential cross connections exist shall be required to install a premises isolation backflow prevention device at the service connection or approved alternate location.

Section 7. Installation, Maintenance & Testing

7.1 The device assembly shall be readily accessible with adequate room for maintenance and testing. Device assemblies 2" and smaller shall have at least 6" clearance on all sides of the device assembly. All device assemblies larger than 2" shall have a minimum clearance of 12" on the backside, 24" on the test cock side, 12" below the device assembly, and 36" above the device assembly.

7.2 If permission is granted to install the backflow device inside of the building, the device assembly shall be readily accessible during regular business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.

7.3 Maximum height of installation shall not exceed five (5) feet for device assemblies 2" and larger unless there is a permanently installed platform meeting Oregon occupational safety and health (OR-OSHA) standards to facilitate servicing and testing the device assembly.

7.4 Reduced pressure principle device assemblies may be installed in a vault only if the relief valve discharge can be drained to daylight through a "boresight" type drain. The drain shall be of adequate capacity to carry the full rated flow of the device assembly and shall be screened on both ends.

7.5 Backflow prevention assemblies shall be tested by OHA-certified Backflow Assembly Testers, except as otherwise provided for journeyman plumbers or apprentice plumbers in OAR 333-061-0072 of these rules (Backflow Assembly Tester Certification).

(a) At the time of installation, any repair or relocation;

(b) At least annually;

(c) More frequently than annually for approved backflow prevention assemblies that repeatedly fail, or are protecting health hazard cross connections, as determined by the water supplier;

(d) After an approved air gap is re-plumbed.

AGREEMENT

Fairview Water District/Hunt Water District

This agreement is entered into by and between Fairview Water District, acting by and through its Board of Commissioners, hereinafter referred to as Fairview and the Hunt Water District, acting by and through its Board, herein referred to as Hunt.

WHEREAS Hunt is in need to contract for certain services for operating its water system, and Fairview has the expertise, personnel and training to do so, and

WHEREAS Fairview and Hunt would like to put its agreement in writing so that both parties can have some certainty of their respective costs and responsibilities so that they can each budget appropriately for these services, and

WHEREAS Hunt believes that by entering into this agreement, it will provide some certainty as to providing services and water at a reliable cost to its members, and provide for an orderly and systematic operation and maintenance of its water system.

NOW THEREFORE, Fairview Water District and Hunt Water District hereby agree as follows:

(1) Duties by Fairview. The duties performed by Fairview for Hunt, for the monthly contracted fee is as follows:

- (a) Provide a certified operator, with necessary certification, that is responsible for Hunt's water system;
- (b) Collect monthly Coliform samples;
- (c) Collect necessary samples for required testing, including but not limited to DBP and Lead & Copper testing;
- (d) Submit necessary reports to State Drinking Water Program;

(2) Duties by Hunt. Hunt Water District shall be solely responsible for the following duties:

- (a) Notice and hold District board meetings and member meetings as may be required;
- (b) Maintain Hunt Water District By-Laws and Rules;
- (c) Be responsible for communications with its members;
- (d) Prepare an annual budget;
- (e) Take any required collection action for delinquent accounts;
- (f) Manage and provide oversight for new water service connections, including payment and collection of any new service installation fees;
- (g) Arrange, schedule and pay for its annual audit;
- (h) Pay for all Hunt District testing costs;
- (i) All other responsibilities not otherwise contracted to Fairview under this agreement.

(3) Monthly service fee. Hunt shall pay Fairview, the sum of $75.00 (seventy five dollars) per month beginning March 1, 2015 for services set forth. Payment shall be made on the first day of each month for services made during that month (paid in advance).

(4) Testing Costs. Hunt shall be responsible for all testing costs associated with the Hunt Water District.

(5) Billing. Fairview shall bill Hunt monthly for the monthly services provided.

(6) GENERAL PROVISIONS:

(A) Term. This agreement shall be effective upon the governing bodies of both parties approving this contract. This agreement shall begin on March 1, 2015 and be on a month to month basis.

(B) Termination. Termination of this agreement may occur in the following instances;

(1) If the parties mutually agree to terminate this agreement, in writing; or
(2) If either party provides the other party 30 (thirty) days advance notice of termination.

(C) Severability. In case any one or more of the provisions contained in this Agreement should be invalid; illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provision contained herein shall not in any way be affected or impaired thereby.

(D) Notice. Any notice required or permitted under this Agreement shall be in writing and deemed given when actually delivered, or 3 (three) days after deposit in United States Certified Mail, postage prepaid, addressed to the other party at the following address:

Hunt Water District
2425 McCormick Loop
Tillamook, OR 97141

Fairview Water District
403 Marof Loop Road
Tillamook, OR 97141

(E) Modification. The parties may amend, modify, supplement, revise, alter or extend this Agreement by subsequent written agreement executed by all parties.

(F) Language. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

(G) Jurisdiction; Law. This Agreement is executed in the State of Oregon, and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

(H) Attorney' fees. In the event that either party files suit to enforce any provision under this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs, at trial, and on appeal.

(I) Indemnity. Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorney's fees and other costs and

expenses of litigation, for personal or property damage arising out of the party's performance or non-performance required by this agreement, specifically including, but not limited to damages from its users and from third parties resulting from contamination of its water system.

HUNT WATER DISTRICT

By: _____
Kevin Durrer, President

ATTEST:
Carol Leuthold, Secretary

FAIRVIEW WATER DISTRICT

By: _____
Robert Jacobsen, Chair

ATTEST:
Roberta Bettis, Office Manager