

Board of Building Standards

RESIDENTIAL CONSTRUCTION ADVISORY COMMITTEE MEETING AGENDA

DATE: JANUARY 18, 2023 TIME: 9:00 AM LOCATION: TRAINING RM 3, 6606 TUSSING RD, REYNOLDSBURG, OHIO 43068 Click here to join the meeting

ORGANIZATIONAL MEETING

Call to order.

Roll call.

Organizational Meeting.

Adjourn.

REGULAR MEETING

Call to Order

Roll Call

Consideration of Minutes <u>MIN-1</u> December 14, 2023 Meeting Minutes

Old Business

Comments from Committee Members

New Business

NB-1Petition 23-01 OPC Section 610 (disinfection requirements)NB-2IRC Chapters 12-20

Reports from Chairperson

Reports from Executive Secretary

Public Comments

Future Meeting Schedule March 29 May 10

August 9 October 18 December 20 *More as needed

Motion to Adjourn

MINUTES RESIDENTIAL CONSTRUCTION ADVISORY COMMITTEE MEETING DECEMBER 14, 2022

Call to Order

Mr. Johnson called the meeting to order at 9:00 am on December 14, 2022 at 6606 Tussing Rd, Reynoldsburg.

Roll Call

Committee members present: Ric Johnson, Don Phillips, Mike Boeckermann, Lyndsay Bott, Andre Frasier, Bill Kaufholz, Roger Puzzitello, and Dan Spada.

Staff members present: Jay Richards & Regina Hanshaw

Visitors present: Kris Klaus, Tom Moore, Tim McClintock, Gerald O'Connor, Don Iverson, Nathaniel Jonhenry, Meredith Hawes (virtual), and Jeff Grassi (virtual)

Agenda – Changes or Additions

Mr. Phillips moved and Mr. Boeckermann seconded to accept the agenda. Motion passed unanimously.

Consideration of Minutes

MIN-1 October 19, 2022 Meeting Minutes

Mr. Phillips moved and Mr. Spada seconded to approve the October 19, 2022 meeting minutes. Motion passed unanimously.

Old Business

OB-1 Petition 22-01 – 2020 NEC RCO

Ms. Hanshaw stated that following the committee's last meeting, NEMA submitted a request to the Board asking for more opportunity to provide comments on the 2020 NEC and the proposed amendments approved by the committee. Based on the request. the Board's code committee recommended to the Board to send the 2020 NEC back to the committee for further opportunity for stakeholder input but did not question the recommendation of the committee. Mr. Johnson called on attendees to provide comment.

Mr. McClintock reviewed with the committee the NFPA code consensus process. Mr. Frasier asked Mr. McClintock whether NEMA is a for profit organization. Mr. McClintock explained that it was.

Mr. Moore requested the committee adopt the 2020 NEC without amendment and stated that the code drives manufacture of devices, not the other way around.

Mr. O'Connor also requested adoption without amendment, including 250 GFCI and surge protection requirements.

Mr. Iverson suggested that if the Committee was concerned with cost, it could amend out ranges from AFCI requirements in kitchens, and keep GFCI requirements for dryers which he suggested that the electrical representatives would find acceptable.

Jeff Grassi stated the Ohio Chapter IAEI supports timely adoption of the 2020 NEC without amendments and had concerns that amendments could affect safety.

Meredith Hawes stated support for the NFPA development process and adoption of the 2020 NEC without amendment.

Mr. Phillips stated that amendments were included due to device compatibility concerns, not cost.

Mr. Johnson stated that he was offended that speakers questioned his concern for safety and that no new information was brought by speakers.

Mr. Phillips moved and Mr. Kaufholz seconded to again recommend adoption of 2020 NEC with approved modifications. Motion passed with Mr. Johnson voting no by a roll call vote.

New Business

NB-1 2021 IRC Chapters 8, 9 & 10 Review

Mr. Richards presented the significant changes to the 2021 IRC Chapter 8 including the code change proposal, reasoning and the cost impact for the change noted by the code change proponent. After review of each change and discussion, Mr. Phillips moved and Mr. Boeckermann seconded to approve the changes of 2021 IRC Chapter 8. Motion passed unanimously by roll call vote.

Mr. Richards presented the significant changes to the 2021 IRC Chapter 9 including the code change proposal, reasoning and the cost impact for the change noted by the code change proponent. After review of each change and discussion, Mr. Phillips moved and Mr. Boeckermann seconded to approve the changes of 2021 IRC Chapter 9. Motion passed unanimously by roll call vote.

Mr. Richards presented the significant changes to the 2021 IRC Chapter 10 including the code change proposal, reasoning and the cost impact for the change noted by the code change proponent. After review of each change and discussion, Mr. Phillips moved and Mr. Boeckermann seconded to approve the changes of 2021 IRC Chapter 10. Motion passed unanimously by roll call vote.

Reports from Chairperson

Mr. Johnson updated the Committee regarding status of the 2024 IECC which is now a standard and is currently in the second round to public comments. Mr. Johnson also stated that the City of Columbus has adopted requirement for EV charges beginning in 2024 and that OHBA has been working with Franklin County Health regarding disinfection requirements of plumbing systems.

Reports from Executive Secretary

Ms. Hanshaw informed the committee that the January meeting will be an organizational meeting where Chair and Vice-Chair are elected and that Mr. Johnson is not eligible to be elected Chair due to consecutive term limits. Ms. Hanshaw reviewed the proposed 2023 meeting schedule with the Committee and introduced new staff member Laura Borso. Ms. Hanshaw also reminded the committee to complete annual trainings.

Public Comments

There were no public comments.

Comments from Committee Members

No comments from committee members.

Future Meeting Schedule

Proposed 2023 Meeting Dates* January 18 March 29 May 10 August 9 October 18 December 20 *More as needed

Motion to Adjourn

Mr. Puzzitiello moved and Mr. Phillips seconded to adjourn. Motion passed unanimously.

Ric Johnson, Chair Residential Construction Advisory Committee

Regina Hanshaw, Executive Secretary Board of Building Standards

Distribution: File Committee Members and Staff



CRITERIA FOR SUBMITTING RULE CHANGES TO THE BOARD OF BUILDING STANDARDS

The Ohio Board of Building Standards processes all petitions for changes to the rules of the Board of Building Standards (Building, Mechanical, Plumbing, Boiler, Elevator, or Residential Codes) pursuant to ORC Chapter 119.

When anyone desires to petition the Board of Building Standards to adopt, amend, or annul a provision of rules of the Board, they must complete an application and provide supporting information submitted to the Secretary of the Board of Building Standards.

The application must include the following:

- (1) The date the application is prepared;
- (2) The rule number or section that is proposed for amendment, adoption, or annulment;
- (3) The rule numbers of all other rules that will be affected by the matter proposed;
- (4) The name, address, contact information, affiliation of the applicant, and of any representative;
- (5) The provisions that are proposed for adoption, amendment, or annulment;
- (6) The reason and technical justification for the proposed change;
- (7) All text to be eliminated shall be shown deleted by means of strikethrough, e.g., matter to be eliminated;
- (8) All proposed new text to be inserted into a rule shall be shown as underlined, e.g., proposed new matter; and
- (9) One copy of the completed application and attachments.
- (10)An estimate of the increase or decrease in cost that would occur with the adoption of the proposed code change.

When the Secretary of the Board of Building Standards receives a completed application for an adoption, amendment, or annulment of rules of the Board, the Secretary will promptly deliver or mail a copy of the application to each member of the Board.

After receiving an application for the adoption, amendment, or annulment of rules of the Board, the Board of Building Standards shall proceed under sections 3781.101 and 3781.12 of the Revised Code.

BOARD OF BUILDING STANDARDS

APPLICATION FOR RULE CHANGE

Pursuant to section 3781.12 of the Revised Code and rules adopted by the Board of Building Standards, application is herewith submitted to adopt, amend, or annul a rule adopted by the Board pursuant to section

3718.10 of the Revised Code.



6606 Tussing Road, P.O. Box 4009 Reynoldsburg, Ohio 43068-9009 (614) 644-2613 bbs@ohio.gov www.com.state.oh.us/dico/bbs/default.aspx

	For BBS use:		
Petition #:	23-01		
Date Recv'd:	January 9, 2023		

Submitter:	Vince Squillace		OHBA/Central Ohio BIA	
Address:	17 S. Hight St Suit	e 700	(Organization/Company)	
Columbu	IS ^{City}	(Include Room Number, Suite, Ohio (State)	etc.) 43215 (Zip)	
Telephone Number: 614-221-9876 Fax Number:				
_{Date:} 1/4/2		E-mail Address:	vsquillace@ohiohba.com	
Code Section:	Ohio Plumbing Code	e Section 610 Dis	infection of Potable Water Systems	
General Explanation of Proposed Change (attach additional sheets if necessary): See attached.				
Explanation of See atta	of Cost Impact of Proposed Co ached.	de Change*: 500 a	ittached.	
See attached.				
*Attach additional cost information as necessary to justify any statement of cost increase or cost decrease				

Information or	n Submittal (attach additional sheets if necessary):		
1. Sponsor:	Dhio Home Builders Association and Central Ohio Building Industry Association		
	Organization sponsoring or requesting the rule change (if any)		
2. Rule Title:	Disinfection of Potable Water Systems for Residential Construction		
	Title of rule change		
3. Purpose/	It is our intention to respect the code's intent and achieve the public's desired safety by focusing on the water's quality, and then if the quality of the water indicates a problem, requiring disinfection of the system.		
Objective:	To our knowledge, there are no cases of illness resulting from single-family plumbing system infection. Single-family home construction is fundamentally different from commercial facility construction, with shorter timeframes that allow for less opportunity for material problems.		
	Currently, the practical application and enforcement of the code around the State is consistent with the changed requested in this petition.		
	There are several practical compliance challenges with the requirement to do disinfections on all home systems prior to any inspection of the quality of the water coming from the system :		
	1. Concern for safety for inadvertent use by construction workers on-site in a home under construction during the testing period		
	Lack of knowledge among plumbers in the field to successfully perform the prescribed chlorine disinfection in all new home construction		
	 Lack of capacity by independent companies to perform chlorine disinfections in a timely manner for all new single-family home construction, which will impact the scheduling of final inspections and bring uncertainty and delays into the closing process 		
4. Formatted	Technical justification for the proposed rule change 610.1 General		
Rule Language	See Attached.		
Language			
(Using			
Strike-out for Deleted Text			
and Underline			
for Added Text)			
,			
	Use strike-out for deleted text and underline for added text		
5. Notes:	 To encourage uniformity among states using model codes, it is recommended that a submitter first submit any code change directly to ICC and participate in the nation model code development process. Please provide a copy of application and documentation. 		
	3. Use a separate form for each code change proposal.		
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610.1 General

New potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652 or as described in this section. This requirement shall apply to "on-site" or "inplant" fabrication of a system or to a modular portion of a system.

- 1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.
- 2. The system or part thereof shall be filled with a water/chlorine solution containing not less than 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing not less than 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.
- 3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
- 4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

Exception:

- As applied to 1,2,3 family construction, new potable water systems shall be purged of deleterious matter and shown by a bacteriological examination no contamination is present in the system. If the water system is in compliance with testing requirements, no further disinfection shall be required.
- If after the system is purged and undergoes bacteriological examination, and the system fails to comply with bacteriological examination requirements, a second bacteriological examination shall be performed. If the water system is in compliance with bacteriological requirements, no further disinfection is necessary.
- 3. If the new water system has been purged of deleterious matter and fails to comply with bacteriological examination requirements in (1) or (2), the system shall be disinfected prior to utilization.

The method of disinfection to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652 or as described in this section. This requirement shall apply to "onsite" or "inplant" fabrication of a system or to a modular portion of a system.

- 1. <u>The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.</u>
- The system or part thereof shall be filled with a water/chlorine solution containing not less than 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing not less than 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.

- 3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
- 4. <u>The procedure shall be repeated where shown by a bacteriological examination that</u> <u>contamination remains present in the system.</u>

BBS Proposed Alternative Language

610.1 General. New potable water systems shall be purged of deleterious matter and disinfected prior to utilization. The method to be followed shall be that prescribed by the health authority or water purveyor having jurisdiction or, in the absence of a prescribed method, the procedure described in either AWWA C651 or AWWA C652 or as described in this section. This requirement shall apply to "onsite" or "inplant" fabrication of a system or to a modular portion of a system.

- 1. The pipe system shall be flushed with clean, potable water until dirty water does not appear at the points of outlet.
- 2. The system or part thereof shall be filled with a water/chlorine solution containing not less than 50 parts per million (50 mg/L) of chlorine, and the system or part thereof shall be valved off and allowed to stand for 24 hours; or the system or part thereof shall be filled with a water/chlorine solution containing not less than 200 parts per million (200 mg/L) of chlorine and allowed to stand for 3 hours.
- 3. Following the required standing time, the system shall be flushed with clean potable water until the chlorine is purged from the system.
- 4. The procedure shall be repeated where shown by a bacteriological examination that contamination remains present in the system.

Exception: New plumbing systems in one-, two-, and three-family dwellings are to be purged of deleterious matter and shown by a bacteriological examination, prescribed by the health authority or the water purveyor having jurisdiction and performed by a third-party testing laboratory certified by the Ohio EPA, that the water in the system meets prescribed water quality standards in accordance with the following procedure:

<u>1. If, after first bacteriological examination, the water in the plumbing system meets prescribed</u> water quality standards, then no disinfection is required.

2. If, after first bacteriological examination, the water in the plumbing system fails to meet prescribed water quality standards, then a second bacteriological examination is to be performed. If, after the second bacteriological examination, the water in the plumbing system meets prescribed water quality standards, then no disinfection is required.

3. If, after the second bacteriological examination, the water in the plumbing system fails to meet prescribed water quality standards, then the system shall be disinfected as described in this section prior to utilization.



Quotation

Plumbing Solutions Inc. TO: 3599 Refugee Rd unit C Columbus, OH 43232	Quote No. 23-01-66 Acct. No. Date: January 6, 2023
Attention: John Baldridge	Email: plumbsol@sbcglobal.net
Reference:	Terms – Net 30 Days
Quote Firm 30 Days	F.O.B. Point of Origin

New Construction Disinfection- per Franklin County DOH

Description	Unit Cost
Single Disinfection per date	\$2,500.00 each
2-4 Disinfections per date	\$2,250.00 each
5 or more Disinfections per date	\$2,000.00 each
E-coli Sample	\$85.00 each

Taps will need to be installed prior to the Disinfection. System will need to be pressure checked and running water for the entire property. All fixtures are to be installed and working properly. Hot water tank will need to be operational and able to be flushed.

Notes

- All labor, travel time and associated expenses are included in pricing.
- Pricing does not include additional tests required due to positive results.

Please submit all purchase orders to <u>salesorders@barclaywater.com</u> Subject to Terms and Conditions on the next page.

Customer Information:

ENVIRONMENTAL GROUP A division of Barclay Water Management, Inc.

Signature:	Signature:	Nora Rothschild
Name:	Name:	Nora Rothschild
Title:	Title:	Vice President, Environmental Group
Date:	Date:	January 6, 2023
PO #	Sales Rep:	Ryan Binns

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WATER HYGIENE SPECIALISTS

Terms and Conditions

- 1. Exclusive Terms and Conditions These Terms and Conditions, together with any proposals of the Environmental Group, a Division of Barclay Water Management, Inc. (BWM) are the exclusive contract terms between Buyer and BWM (Agreement) with respect to all reports, plans, chemicals, cleaning services, software and services, advice and instructions to be provided by BWM. Any alteration of or addition to this Agreement, whether oral or written, and whether contained in a purchase order or otherwise, or whether by course of performance or usage of trade shall be void and of no force and effect unless specifically agreed to in writing and signed by an authorized representative. There are no additional or collateral agreements, representations, or warranties between the parties relating to the transaction contemplated hereby. Acceptance of the Goods and Services shall constitute acceptance of these Terms and Conditions by Buyer. In the case of any conflict between these Terms and Conditions and any written proposal of BWM the terms of the proposal shall prevail.
- Prices Unless otherwise agreed, prices are subject to change upon 30 days advance notice. All sales, other than those that BWM quotes on a delivered basis, are F.O.B. point of shipment. Sudden and/or extraordinary increases in the cost of raw materials, labor and delivery charges may make this agreement subject to an interim price adjustment agreed upon by both parties upon 30 days written notice.
- 3. Payment Terms of payment are net 30 days within receipt of an invoice for all Goods and Services invoiced upon delivery.
- 4. **Taxes** All sales, use, property or gross receipts taxes imposed on the sale, shipment or use of the Goods and Services (other than income and taxes) shall be the obligation of and be paid by Buyer.
- 5. Buyer Obligations BWM shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems and all related equipment and processes within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow BWM's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to BWM hidden or not obvious system, process, or equipment conditions affecting BWM's Goods or (e) to provide complete and accurate System data.
- 6. Use of Equipment Title to, and ownership of, any and all equipment utilized under this agreement shall remain the property of BWM unless expressly detailed otherwise in writing. Equipment owned by BWM shall be used only for the approved use by BWM.
- 7. Termination This agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by BWM if it has reason to doubt the ability or willingness of Buyer to pay; (d) by BWM if Buyer fails to follow recommendations of BWM or fails to exercise good stewardship; (e) by BWM if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party upon 30 day written notice.
- 8. Notices Notices shall be in writing and sent to the parties at the addresses first stated in Agreement or to any other address specified by a party from time to time by written notice and shall be effective upon receipt.
- 9. Warranties BWM warrants to Buyer, that services provided by BWM shall conform to BWM's published specifications and shall be free from defect in material and workmanship and that the Services will be consistent with BWM's standards. A claim for breach of the foregoing warranties must be received by BWM within 12 months of the date of service or the claim shall not be valid. BWM's liability and Buyer's exclusive remedy for any breach of these warranties is limited to replacement of non-conforming Goods or services with payment in an amount not to exceed the purchase price of the non-conforming items. If any Service fails to meet the foregoing warranty, BWM shall re-perform the Service or refund an amount not to exceed the amount paid for the Service, or, if the Services were provided free of charge, pay an amount not to exceed amounts paid for the Goods to which the defective Services relate in the 12 months prior to the event of the liability.
- Compliance with Laws Buyer shall be responsible for complying with all laws related to the installation, registration, labeling and operation of all Goods after delivery to it, and Buyer hereby indemnifies BWM from and against all Costs BWM may suffer as a result of Buyer's breach or default of this covenant.
- 11. Force Majeure BWM shall not be liable for any failure or delay in performance due, in whole or in part, to fire, explosion, natural disaster, labor disputes, raw material shortages, act of governmental authorities, or to any cause of any nature beyond BWM's control.
- 12. **Insurance** In the event BWM fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from BWM.
- 13. **Indemnifications:** You agree to indemnify, defend and hold BWM, its officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and service providers harmless form and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorney's fees), resulting from any breach or violation of this Agreement by you.

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- 14. Non Discrimination- This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- 15. **Building Water Management Program (WMP) -** This is the official Terms of Use Agreement ("<u>Agreement</u>") for the *Legionella* Water Management Program (the "Program"). These terms and conditions regarding your use of the Program constitute a legally binding agreement between you and Barclay Water Management Inc. Under this Agreement, the term "Program" includes all content of any nature within the Program. By accepting the Program, you understand, acknowledge and agree that you will abide by the terms of this Agreement. This Agreement will remain in full force and effect as long as you are user of the Program.
- 16. WMP Liability regarding information provided by the buyer If applicable, while BWM makes every effort to ensure that the information provided on WMP reports and related technical services is accurate and up to date, BWM is not responsible for any errors, omissions, misleading statements, the use of any information, product, method or equipment herein presented, or provided to buyer, and buyer must make its own determination as to its accuracy and suitability for its own use, for the protection of the environment and for health and safety purposes. In no event shall BWM, be liable for damages of any nature whatsoever resulting from the use of or reliance upon inaccurate information provided by the buyer.
- 17. **Use of WMP** BWM hereby grants a nonexclusive, nontransferable right to you as the facility owner to use this Plan for the water management of one building or multiple buildings, located on one campus. The Program may be used only by the facility owner's employees and may not be donated, sold, distributed, or commercially exploited in any form. You must not alter, delete or conceal any copyright or other notices contained in the Program, including notices on any materials you download, transmit, display, print or reproduce from the Program. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use, any materials without the express prior written consent of BWM. We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others.
- 18. WMP Hyperlinks To Third party Plans- The appearance, availability, or use of URLs or hyperlinks referenced or included anywhere in the Program does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of BWM, any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operations service providers. We do not verify, endorse, or have any responsibility for any such third party websites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such website, whether or not BWM's logo or sponsorship identification is on the third party website as part of a co-branding or promotional arrangement. If any third party website obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability.
- 19. WMP Risk Assessment- Is intended to be a working document for your reference and to facilitate implementation of program recommendations designed to minimize public health-related risks associated with the various water systems. Accordingly, this document has been assembled in a manner that allows for presentation of the requisite materials in a user-friendly format. Data and information for this report was obtained through physical inspection of the site water systems and direct conversations with engineering department personnel. It is very important that the reader reviews and understands that recommendations are designed to minimize public health-related risks associated with the assessed water systems at your facility. It is not realistic or possible for any program to establish the goal of eliminating all public health-related risks. The goal of the WMP is to reduce to the greatest extent possible the health-related risks associated with the building water systems. All recommendations are based on current published guidelines and literature. However, local regulations always supersede any recommendations contained herein.
- 20. **Cooling Tower, Ice Machine, Domestic Water Tanks and Coil Cleaning Services-** Barclay Water Management, Inc.'s cleaning services are designed to minimize health-related risks associated with the growth of Legionella within domestic and industrial water systems. If the recommended practices are followed as outlined, the health-related risks from other waterborne pathogens will likewise be reduced. While recommendations from Barclay Water Management, Inc.'s Water Hygiene Services are designed to reduce health-related risks to ensure the overall health and safety of your employees and associates, no program can eliminate health-related risks together. In addition, recommended practices presented herein do not guarantee that water quality within the assessed systems will meet governmental or trade standards. Local regulations will override specific recommendations where relevant.
- 21. **Cooling Tower, Domestic Water Tanks and Coil Cleaning Requirements-** Provide BWM with sufficient water to perform any pressure washing services and access to areas covered by the contact and estimate/proposal. If you have any questions about the work you have contracted BWM to perform or changes to be made, please call BEFORE the start of your project.

The summary of the petition

- focused on 1,2,3 family residential construction not on commercial building
- will suggest a change in the ordering of the process:
 - require water quality test if pass, proceed
 - should that test fail, a second test would be required if the system were to pass, proceed
 - should the second test fail, then the system disinfectant requirement would come into place
- It is our intention to respect the code's intent and achieve the public's desired safety by focusing on the water's quality, and then if the quality of the water indicates a problem, requiring disinfection of the system.
- To our knowledge, there are no cases of illness resulting from single-family plumbing system infection. Single-family home construction is fundamentally different from commercial facility construction, with shorter timeframes that allow for less opportunity for material problems.
- There are several practical compliance challenges with the requirement do disinfections on all home systems prior to any inspection of the quality of the water coming from the system :
 - Concern for safety for inadvertent use by construction workers on-site in a home under construction during the testing period
 - Lack of knowledge among plumbers in the field to successfully perform the prescribed chlorine disinfection in all new home construction
- Lack of capacity by independent companies to perform chlorine disinfections in a timely manner for all new single-family home construction, which will impact the scheduling of final inspections and bring uncertainty and delays into the closing process
 - Costs quoted by independent companies to perform chlorine disinfection will add \$2,500 to the cost of every new home.