

**LORCO**  
**RURAL WASTEWATER DISTRICT**  
**SEWER REGULATIONS**

Established By:

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LORCO RURAL WASTEWATER DISTRICT  
LORAIN COUNTY, OHIO**

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**LORCO RURAL WASTEWATER DISTRICT  
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**CHAPTER I  
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**101 DISTRICT ORGANIZATION PURPOSE**

The LORCO RURAL WASTEWATER DISTRICT, hereinafter known as the LORCO RWD, is organized in accordance with Chapter 6119, Ohio Revised Code for the purpose to:

**101.1** Provide for the collection, treatment, and disposal of waste water within and without the District.

**102 PURPOSE OF REGULATIONS**

To regulate sanitary sewer service within the jurisdiction of the LORCO RWD.

**103 GOVERNING REGULATIONS**

In the event of any conflict between these Regulations and the requirements of the Ohio EPA, the documents providing the highest or most stringent requirement, criteria, standard or rule shall govern.

**104 DEFINITIONS**

Unless the context specifically indicates otherwise, the following words and phrases when used in these Regulations shall have the meaning defined below:

**104.01 Biodegradable:** Any material that is easily amenable to breakdown to less complex compounds by biological process present in the District Sewer Systems. The District shall determine whether a material is biodegradable if such determination is required.

**104.02 BOD Biochemical Oxygen Demand:** The quantity of oxygen utilized in the

biochemical oxidation or organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in parts per million (ppm) or milligrams per liter (mg/l) by weight.

**104.03 Building:** Any structure, or part of a building or structure, whether or not constructed for human habitation.

**104.04 Connection or Tap:** The installing of a service line from private property to the District's sewer collection lines.

**104.05 Cooling Water:** The water discharged from a condensation, air conditioning, cooling, refrigeration, or other system, but free from odor or oil, and containing no polluting substances which could produce BOD or suspended solids each in excess of ten milligrams per liter (10 mg/l).

**104.06 Cost:** The expenditures made by the District for labor, material, engineering, supervision, motor vehicles, and tools, and any other expenditures incident thereto, required in any project undertaken by the District, including cost of land, land rights and other personal and real property owned by the District necessary to construction, maintenance, repair, and operation of sewer systems.

**104.07 Developer:** A person, firm, or corporation that presumes to excavate or fill, build structures, or otherwise improve (see 104.14) a tract or parcel of land.

**104.09 District:** The LORCO RWD as established by the Court of Common Pleas of Lorain County, Ohio, its Board of Trustees, and its authorized representatives.

**104.10 District System:** The portion of a system of sewers and sewer treatment facilities, and associated equipment and materials which is owned by the District.

**104.11 Domestic Use:** The use of sewer services in connection with normal household activities only.

**104.12 Easement:** An acquired legal right for specific use of land owned by others.

**104.13 Improvements:** Any addition to the natural state of land which increases its value or utility, including buildings, street pavements with or without curbs and gutters, sidewalks, water mains, sanitary sewers, storm sewers, landscaping, street lighting, public utilities, paved parking areas, and other appropriate items.

**(a) Site Improvements:** Improvements made to the land outside the exterior limits of a structure or structures.

**(b) Public Improvements:** Improvements financed entirely or in part by public funds or which are dedicated to public use after completion thereof.

**104.14 Industrial Wastes:** The liquid, gaseous or solid wastes resulting from any process or industry, manufactured, trade, or business, or from the development, processing, or recovery of any natural resource which will pollute any water it enters. As distinct from domestic or sanitary wastes.

**104.15 May:** May is permissive (see shall).

**104.16 Natural Outlet:** Any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

**104.17 Non-Domestic Use:** All uses other than Domestic Use.

**104.18 Oils and Greases:** Those materials extractable from an acidified sample by “Freon” or other acceptable solvent in accordance with approved laboratory procedures.

**104.19 Organic:** Containing carbon compounds or produced in living organisms.

**104.20 Owner:** All individuals, partnerships, associations, corporations, or political subdivisions holding any title or interest in any property rights, easements and interest in any real property served or which may be served by a District System.

**104.21 Parcel:** A specific part of a larger acreage of land.

**104.22 Person:** Any individual, firm, company, association, partnership, society, corporation or group, whether a property owner or a contactor.

**104.23 pH:** The reciprocal of the logarithm of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen-ion concentration of  $10^{-7}$ .

**104.24 Plat:** A plan of a tract or parcel of land made by a surveyor registered in the State of Ohio showing public dedications, property lines, lot lines, and such other information as is required by law.

**104.25 Pollution:** The placing of any noxious or deleterious substances in any waters within the District or affecting the properties of any waters within the District in a manner which renders such waters harmful or inimical to the public health, or to animal or aquatic life, or to the use of such waters for domestic water supply, industrial or agricultural purposes, or recreation.

**104.27 Premises:** A tract of land, platted or unplatted.

**104.28 Pretreatment:** The treatment of waste water prior to introduction into a District Sewer System.

**104.29 Sanitary Sewer:** A sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, and to which storm, surface and ground waters are not legally admitted.

**104.30 Service:** Providing a property owner disposal of waste water without regard to the extent of use made thereof. The availability of waste water disposal is called “sewer service”.

**104.31 Service Line:** The line owned by the lot or parcel owner that extends from a District System over the owner’s premises or lot. Normally the sanitary sewer services line begins at the property line.

**104.32 Sewage:** Any substance that contains waste products, excrement, or other discharge from the bodies of human beings or animals, which will pollute any water it enters.

The standard strength for sewage shall be 200 ppm BOD and 200 ppm Suspended Solids.

**104.33 Sewer System:** The Waste Water facilities or system. A District Sewer System shall be that part of the Waste Water System owned, operated, and maintained by the District.

**104.34 Sewer:** A pipe or conduit for conveying storm water, ground water, non-polluted water, sewage or industrial waste water.

**104.35 Shall:** Shall in mandatory (see May).

**104.36 Storm Sewer or Storm Drain:** A sewer which carries storm and surface waters or drainage, but that excludes sewage and polluted industrial wastes.

**104.37 Storm Drainage System or Drainage System:** All facilities, structures, natural water courses, outlets, waterways or streams, swales or ditches, and sewers which carry storm water, ground water, surface water, subsurface drainage water, cooling water or unpolluted industrial process water.

**104.38 Suspended Solids:** Solids that either float on the surface of, or are in suspension in, water, sewage or other liquid, and which are removable by laboratory filtering.

**104.39 System Components:** All sewer lines, service lines, valves, manholes, pipes, fittings, fixtures, vaults, pits, treatment equipment and machinery, buildings, booster stations, lift stations, storage tanks and towers, and appurtenances thereto which are a part of or connected to the sewer system.

**104.40 Toxic:** Being capable of adversely affecting any organism upon assimilation or exposure.

**104.41 Tract:** A continuous expanse of land.

**104.42 Waste:** Useless, unneeded or superfluous matter which is discarded such as ashes, garbage, process by-produce, or sewage.

**104.43 Waste Water Facility or System:** The facilities for the purpose of treating, neutralizing, disposing or , stabilizing, cooling, segregating, or holding wasted water, including without limiting the generality of the foregoing, facilities for the treatment and disposal of sewage or industrial waste and the residue thereof, facilities for the temporary or permanent impoundment of waste water, both surface and underground, and sanitary sewers and other systems, whether on the surface or underground, designed to transport waste water, together with the equipment and furnishings thereof and their appurtenances and systems, whether on the surface or underground, including force mains and pumping facilities.

**104.44 Wastewater:** Any water containing sewage or industrial waste or other pollutants or contaminants derived from the prior use of such water.

**104.45 Watercourse:** A channel in which a flow of water occurs, either continuously or intermittently.

## **105 PROVISIONS OF SEWER SERVICE BY OTHERS**

Except for private lines serving only a single residence or parcel of land, sewer lines,

plants, fixtures and all appurtenances thereto and located in the LORCO RWD shall be installed and constructed, only in accordance with plans and specifications, by such contractors, suppliers and materialmen, as are approved by the LORCO RWD, and no public or private organization or political subdivision shall have authority to approve, construct or install such lines without the express written consent and approval of the LORCO RWD.

## **106 CONSTRUCTION AND TRANSFER OF SYSTEM COMPONENTS**

**106.01 OWNER TO BEAR THE COST:** Any property Owner or Developer wishing to develop a lot, tract or parcel of ground and wishing to connect improvements constructed thereon to the District's System shall bear all the costs incidental to the construction and installation of the sewer system components. Said construction and installation shall be done in accordance with these regulations.

**106.02 PROVISION FOR EXTENSION OF SYSTEM:** Any property Owner or Developer wishing to develop a lot, tract or parcel of ground and wishing to connect improvements constructed thereon to the District's System shall be required to construct as part of said improvements such Systems Components as the District shall direct at the Owner's or Developer's expense.

**106.03 OFFSIDE CONSTRUCTION OF DISTRICT SYSTEMS:** The District does not guarantee that it will have sewer System Components available to any parcel or tract of ground within the District. In the event that an Owner or Developer constructs or installs Systems Components outside the area being so developed, said installation and constructions shall nonetheless be done in accordance with these regulations. Further, all said installation and construction shall be at the expense of the Owner or Developer.

### **106.04 CONVEYANCE OF SYSTEMS COMPONENTS BY OWNER OR DEVELOPER:**

(a) Prior to the time that the District begins to render sanitary sewer service to any Owner or Developer of property, the Owner shall convey to the District, without additional consideration from the District, all the system components and easements which are or are caused to be acquired, installed or constructed by the Owner and which are reasonably required in order for the District to provide sanitary sewer service to the Owner's property, except that the Owner shall not convey any part of the service lines connecting the individual dwelling or buildings and the sanitary sewer mains or lines.

(b) All personal property conveyed pursuant to the Regulation for sanitary sewer services shall be conveyed by the duly executed Bill of Sale conveying all rights, title and interest of Owner and all easements and land rights-of-way shall be conveyed by duly executed Deed of Easement or recorded plat. Such conveyances of

personal property shall convey ownership free of liens. Such conveyances shall grant to the District good title to the easements, free and clear of all rights of dower and all liens, easements, restrictions, conditions, covenants and encroachments, except the liens or real estate taxes and assessments and any easements, restrictions, conditions, covenants and encroachment which would not prohibit or unreasonably interfere with the installation, operation, maintenance and repair of one or more sanitary sewer lines or mains and those effects which District is willing to waive.

(c) At the time of conveyance described in this Regulation, Owner shall assign to District all obligations or warranties whether express or implied, created by law or by contract, by manufacturers, contractors and vendors of the personal property comprising the sanitary sewer system within the Owner's property, to the extent the same may be assignable. Owner agrees that it will fully cooperate with the District in enforcing any warranties given by or claimed against all manufacturers, contractors and vendors of the personal property so conveyed, provided that any costs or expenses in connection therewith shall be borne by the District. Owner will not knowingly waive any such warranties which it obtains.

#### **107 SEPARATION OF SYSTEMS**

All Storm water drainage and sewer systems are separate and distinct systems. No person shall connect any two systems together in any manner that could cause anything other than permissible waste to enter the District's waste water system. All waste water systems shall be protected in all locations and all times from the siphoning, back flow, gravity flow, or pressure flow of drainage water into any part of the waste water system, regardless of whether any portion of the waste water system has a positive or negative pressure applied to it.

#### **108 ACCESS TO PROPERTY**

Any duly authorized representative of the District bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspecting, reading, and maintaining meters, or for the purpose of measuring, sampling or testing in accordance with the provision of the Regulations.

#### **109 GENERAL TERMS**

**109.01** In the interest of public health and for the protection of its property, the District will not permit use of its sewer system or any systems components, for anything other than District approved uses.

**109.02** The District undertakes to use reasonable care and diligence to provide adequate sewer service. The District shall not be liable for a deficiency or failure,

regardless of cause, in the supply of sewer service or for any damage there from, of for the bursting or breaking of any main or service lines or for damage caused thereby, or for failure of electrical power supply, or for equipment failures, or failure of other facilities used by the District or for any damage caused thereby, if the District is without willful default or negligence on its part.

**109.03** When application is made to the District for sewer service, or for the reinstatement of sewer service, the District shall be entitled to assume that the piping and fixtures to which the service will be supplied are in good order, will be maintained in good order, and will be operated properly. The District will not be liable for any accidents, breaks, leakage or other harmful events resulting in any way from the supplying of sewer service to faulty piping or fixtures, or improperly operated piping or fixtures.

**109.04** The District shall have the sole right to determine the size, type, construction materials and methods, and location of service lines and connections necessary to give the service for which application has been made.

**109.05** Operating control of all District Sewer Systems and the connections thereto is vested in and shall at all times remain with the District, and shall not be trespassed on or interfered with in any manner.

**109.06** The District shall be notified by the owner of any change of ownership for any premise being served by the District. Such notice shall contain the date such change is to become effective.

**109.07** At such times as the District is notified of a change in ownership, the District shall render a final billing. The new owner shall submit an application within ten (10) days of becoming the owner.

**109.08** The liabilities and responsibilities for proper use of, and payment fro, the sewer service is the obligation of the owner of the premises being served unless approved otherwise by the District in writing.

**110 MALICIOUS MISCHIEF**

No person shall maliciously, willfully, or negligently break, damage, destroy, deface, cover, or tamper with any part of the sewer system.

**111 CHARGES FOR DAMAGES TO SEWER SYSTEM**

When any person causes an obstruction of, or damage to, or any other impairment to any part of a District Sewer System or the treatment process, a charge shall be levied by the District against the Owner from whose premises the damage originated or, if no premise is involved, the responsible person. The charge shall be for the cost of the work required to clear and/or repair the part of the sewer system or reestablish the treatment process affected by said damage. The District shall add such charge to the usual service charges, surcharges, and fees, or bill the responsible person. Failure to pay the bill within

30 days of its receipt shall subject the person to the provisions of Section 199.

## **112 DISCONTINUED SERVICE**

The District may discontinue all or any part of its service to any customer for any of the following reasons:

- 112.01** For use of sewer service for any premise or purpose other than as permitted by these Regulations. .
- 112.02** For willful misrepresentation in the application as to the premises to be supplied or the use to be made of sewer service supplied or of any other material fact.
- 112.03** For tampering with or molesting any plant, main, sewer line, connection, or service line under the control of, or belonging to the District, or connecting into a District System.
- 112.04** For non-payment of any charges owed by the Owner to the District when due.
- 112.05** For connecting a sewer service line, or any line or pipe directly or indirectly with any other source of waste water or storm water, or for the use of the waste water system in any way other than that which results from the normal activities of the premises served, or with any apparatus which may, in the opinion of the District, endanger the quality of the District sewer service
- 112.06** For denial to the District of reasonable access to the premises.
- 112.07** For any violation of, or failure to comply with, these Regulations.

## **113 RESTORING SERVICE**

If an Owner whose service has been discontinued for non-payment of bills or for violation of, or failure to comply with these Regulations desires service to be restored, such restoration may be made only after the Owners:

- 113.01** Has paid all unpaid bills and charges owing to the District.
- 113.02** Has corrected any conditions found contravening these Regulations, and
- 113.03** Has paid a Reconnection Fee as established by the District, plus the cost of renewing service.

## **114 AMENDMENTS, CHANGES**

The District reserves the right at any time to alter, amend or add to these Regulations.

**115 NOTICE**

A notice of violation of any provision of these Regulations shall be deemed served by the District with issuance of a written citation stating the nature of the violation, signed by the authorized representative of the District, and mailed by U.S. mail to the last know address of the person causing violation.

**116-198 RESERVED**

**199 PENALTY**

Whoever violates any provisions of these Regulations or District directives pursuant to these Regulations shall be subject to the remedies allowed by these Regulations and by law, be liable for the cost of damages and the repairs incurred by the District, subject to having service discontinued, subject to being disconnected from the sewage system, and/or denied future permits for so long as the violation continues.

199.01 **Judicial Remedies.** If any person or entity violates any provision of these Regulations, or discharges sewage, industrial wastes, or other wastes into the public sewer system contrary to any of the provisions of these Regulations or any order or permit issued hereunder, the District may commence an action against such person or entity for appropriate legal and/or equitable relief in the Common Pleas Court of Lorain County.

199.02 **Injunctive Relief.** Whenever a person or entity violates any provision of these Regulations, or violates or continues to violate any of the provisions of these Regulations or any permit or order issued hereunder, the District may petition the Court for the issuance of a preliminary or permanent injunction or both, as may be permitted by the Ohio Revised Code, which restrains or compels the activities on the part of the person or entity.

199.03 **Civil Penalties.**

- (a) Any person or entity that violates or continues to violate any of the provisions of these Regulations or any permit or order issued hereunder, shall be liable to LORCO RWD for a civil penalty of not more than one thousand dollars (\$1,000.00) per violation, to be assessed by the Executive Director, plus actual damages incurred by LORCO RWD, for as long as the violation continues. In addition to the above described penalty and damages, LORCO RWD may recover attorney's fees, court costs, and all other expenses associated with all such enforcement activities, including sampling and monitoring expenses.
- (b) LORCO RWD shall take all action necessary to recover all such penalties, damages, fees and costs. In determining the amount of the penalty to be assessed and damages to be recovered, LORCO RWD shall take into account all relevant circumstances, including, but not

limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the violation, corrective actions by the person or entity, the compliance history of the person or entity, and any other factors as justice requires.

199.04 **Criminal Penalties.**

(a) Violations.

1. Any person or entity who violates any provision of these Regulations or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000.00) per violation per day or imprisonment for not more than one year or both.
2. In the event of more than one conviction described in Subparagraph (a) 1 above, the person or entity shall be punished by a fine not to exceed three thousand dollars (\$3,000.00) per violations per day or imprisonment for not more than three years or both.

(b) Falsifying Information

1. Any person or entity who knowingly makes any false statements, representations, or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to these Regulations, or wastewater permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Regulations shall, upon conviction, be punished by a fine of not more than one thousand dollars (\$1,000.00) per violation or imprisonment for not more than one year or both.
2. In the event of more than one conviction described in Subparagraph (b) 1 above, the person or entity shall be punished by a fine not to exceed three thousand dollars (\$3,000.00) per violations per day or imprisonment for not more than three years or both.

199.05 **No Waiver.** The District may refer any person or entity to the appropriate officials for the initiation of investigation, prosecution, or other proceedings for a criminal violation under these Regulations without commencing enforcement proceedings outlined in this Chapter. The failure or delay by the District to enforce any of these Regulations shall not operated as a waiver or otherwise preclude the District's enforcement

of these Regulations at a later time, subject to the applicable statute of limitations. Additionally, no waiver shall be enforceable against the District unless such waiver is in writing and signed by a duly authorized person.

199.06 **Notice of Violation.**

- (a) Whenever the Executive Director finds that any person or entity has violated or is violating any provisions of these Regulations, or violates or continues to violate any of the provisions of these Regulations or any permit or order issued under these Regulations, the Executive Director shall serve upon said person or entity a written Notice of Violation by U.S. Certified Mail, return receipt requested. The Notice of Violation shall include a detailed description of the alleged violation for which action may be commenced by the District, and an explanation of the recipient's required actions pursuant to these Regulations.
- (b) Within thirty (30) days of receipt of the notice, the notified person or entity shall submit in writing to the Executive Director, an explanation of the cause of the violation and a plan for the satisfactory correction and prevention thereof, including specific required actions and time schedules for completing the same.
- (c) Submission of the plan in no way relieves the person or entity of liability for any violations occurring before or after receipt of the Notice of Violation.

199.07 **Termination of Service**

- (a) If an order referenced in these Regulations is not complied with in accordance with its terms, then the Executive Director shall terminate service to that person within 24 hours of notice given to the affected user regarding the scheduled termination. Notice shall be given in accordance with this Chapter.
- (b) Service termination in accordance with subparagraph (a) of this Section shall not be restored until the above referenced Order is complied with and the appropriate reconnection charge applicable fine, if any, are paid, or as the District may direct in a subsequent Order.
- (c) The decision of the District pursuant to this Chapter shall constitute a final action from which an appeal may be made to a court of competent jurisdiction.

199.08 **Foundation Drain Inspection.** Any person or entity which performs or causes the work to be performed, without securing a foundation drain inspection shall be

subject to a \$1,000 fine. Should the work be performed without properly and permanently sealing all connections between the foundation drain system and the sanitary sewer system so as to prevent ground and/or storm water from the property from entering the sanitary sewer system, the property owner shall be notified in writing that, should the sanitary lateral at the property not be permanently separated within 30 days after notice, then a \$200.00 per day fine shall be imposed against the property owner until such separation is completed to the satisfaction of the District. (Approved 2/3/2011)

**LORCO RURAL WASTEWATER DISTRICT  
SEWER REGULATIONS**

**CHAPTER II  
Sewer System Regulations**

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**201 PURPOSE**

To regulate the use of the sewer system owned and operated by the District.

**202 SCOPE**

This chapter establishes the discharge criteria for the sewer systems, and the procedures for handling discharges which fail to meet the established criteria.

**203 GOVERNING REGULATIONS**

Where there appears to be, or there is in fact, a conflict between this chapter and CHAPTER I, GENERAL PROVISIONS, the chapter providing the more stringent requirement, standard, or procedure shall govern.

**204 DEFINITIONS**

The definitions of CHAPTER I shall be used in this chapter unless the context of any section of this chapter specifically indicates that such definitions are not applicable.

**205 PROHIBITED DISCHARGES**

**205.01** No person shall discharge any material deleterious to any part of a District sewer system. Such deleterious materials include, but are not limited to any solid which,

(a) is capable of causing obstruction to the flow in sewers or otherwise interferes with the proper operation of the waste water system, i.e. straw, shavings, metal, glass, rages, feather, tar, plastic, wood, fur, wax or grease, etc.

(b) is flammable or explosive such as gasoline, kerosene, benzene, naphtha, or any other

chemical compound capable of causing flammable or explosive conditions.

(c) would cause the sewage temperature in a District sewer to be higher than 100 degrees F. (38 degrees Celsius)

(d) is acid or alkaline in reaction, has corrosive properties, or is capable of causing damage or hazard to structures, equipment, the treatment process, or people. The acidity alkalinity or all wastes must be neutralized to within 5.0 pH to 9.5 pH.

(e) contains readily releasable Cyanide (cyanide released at a temperature of 150 degrees F., 66 degrees C, and pH = 2.5) in excess of 2 mg/l or total cyanide in excess of 5 mg/l.

(f) contains over 100 mg/l or readily biodegradable oils and grease which may become solid or viscous within the sewer system, or over 25 mg/l of mineral or other non-degradable oils and greases, regardless of physical characteristics.

(g) is toxic or poisonous in sufficient quantities or rate of flow to be injurious to or interfere with any treatment process; or constitutes a hazard to life and limb of personnel engaged in inspection, maintenance and operation of the system; or constitutes a hazard in the receiving waters. [Maximum limits for such materials may be established by the District but the maximum so established should not be conclusive as to the civil liability of the offender.]

(h) is of such volume or contains such organic or other material load as to cause the waste water treatment facility's design capacity to be exceeded or cause the District to incur additional expense in the handling or treatment thereof.

(i) is incompatible with the waste water treatment process or inhibits the performance of the treatment process at the District waste water treatment facility.

(j) can cause the waste water treatment system's effluent to fail to meet the State and Federal regulatory agency's effluent requirements; or cause any other product of the treatment process such as residues, sludges, or scums, to be unsuitable for disposal, reclamation and reuse; or interfere with the reclamation process.

(k) can cause a nuisance, cause air pollution, or prevent the effective maintenance or operation of the sewer system by the release of toxic or malodorous greases, or toxic or malodorous gas producing substances.

(l) unless approved by the District contains sewage in a strength in excess of 200 ppm BOD and/or 200 ppm suspended solids.

(m) is in excess of the State and Federal regulatory agency's limitations or the following listed concentrations; whichever are the most stringent.

<u>Substance or Material</u>	<u>Allowable Discharge Mg/l</u>
Arsenic	0.5
Barium	8.0
Cadmium	0.3
Chromium – Hexavalant	1.0

Total	6.0
Copper	0.5
Iron	50.0
Lead	0.5
Manganese	5.0
Mercury	0.01
Nickel	10.0
Selenium	0.1
Silver	0.05
Zinc	2.0
Chloride	1000.0
Phenol	1.0

**205.02** No person shall discharge or cause to be discharged to any natural outlet, storm sewer or drainage system any waste water or any of the materials listed in 205.01 above.

**205.03** Whenever the waste water discharged into the District’s system is or will be subsequently discharged into and treated by the collection and/or treatment system of another public or private entity, the person discharging such wastewater must meet, in addition to the discharge criteria imposed by these Rules and Regulations, the discharge criteria of the public or private entity collecting and treating such waste water.

**206 STORM WATER AND OBSTRUCTIONS PROHIBITED IN SANITARY SEWERS**

All property owners are prohibited from:

**206.01** Discharging, causing to be discharged or permitting to be discharged any storm water, ground water, surface water, roof water runoff, subsurface drainage water, cooling water or unpolluted industrial process waters into a sanitary sewer of the District.

**206.02** Installing, causing to be installed or with knowledge thereof, permitting to exist a sewer tap pipe or other obstruction which protrudes into or otherwise obstructs a sanitary sewer line of the District.

**206.03** As used herein, knowledge shall be presumed upon service of written notice as stipulated in Section 114.

**207 CONNECTION WITH DISTRICT’S SEWER REQUIRED**

The Owner of any real property located within the LORCO RWD is required to connect to the District Sewer System as stated herein, pursuant to ORC 6119.06 (z) so as to prevent or abate pollution and protect the health and property of persons in the District.

**207.01 NEW CONSTRUCTION** To construct any structure on said property including, but not limited to, the construction of single family residences, multi-family residences, office, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building structure, the owner shall, prior to the commencement of any construction or grading activities on said property, notify in writing the District of such intents, and provide to the District’s Executive Director or

other representative of the District a copy of the building plan therefore. Thereafter, providing that said structure is designed with plumbing fixtures to provide sanitary waste removal, and provided that the District determines that Owner's property is accessible to a District sewer line, Owner shall be required to pay to the District the appropriate tap fee, and any other applicable fees, prior to the commencement of said construction or grading activities.

Thereupon, Owner shall be required to, simultaneously with the construction of said structure or structures, construct and pay for any line, equipment and machinery necessary to connect into the District's sewer line in compliance with these Regulations, and, upon completion of said construction shall forthwith be required to connect into the District said sewer line pursuant to these Regulations.

**207.02 EXISTING BUILDINGS** The Owner of any real property containing existing structures, including, but not limited to, single family or multi-family residences, offices, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building or structure which contains plumbing fixtures to provide sewage or waste removal, and provided the District determined that the Owner's property is accessible to a District sewer line, shall pay the appropriate connection and other fees and connect said structure or building directly into the District sewer in accordance with these Regulations within 90 days after the date of mailing of official notice to do so.

## **208 DETERMINATION OF ACCEPTABILITY OR UNACCEPTABILITY OF DISCHARGE**

The District shall determine the acceptability or unacceptability of any discharges to the sewer system. Such determination shall be made on the basis of solid engineering and operational evaluations taking into consideration the nature and concentration of the discharge, its point of entry into the system, its compatibility with the treatment facility receiving it, and all other factors pertinent to the effect of the discharge on any part of the system or treatment process.

**208.01** Upon determination that an existing or proposed discharge is unacceptable, the District May:

- (a) refuse sewer service to the owner whose premises is discharging or who is proposing to discharge unacceptable waste and furthermore may order the removal of such discharges from the sewer system, including the physical removal of connection to the system; or
- (b) require pretreatment of the unacceptable discharge by equipment or procedures acceptable to the District; and/or
- (c) require payment in an amount determined by the District, to compensate for added costs of handling, treating or disposing of the waste.

**208.02** When pretreatment is to be used the District shall

(a) require the submission of detailed plans, specifications, and sufficient design information to allow proper evaluation of proposed pretreatment facilities for approval prior to construction. Such approval by the District shall signify that best engineering judgment indicates that the proposed facilities will be capable of providing satisfactory pretreatment. Such approval does not in any way certify, warrant or guarantee that the facilities will function satisfactorily, or that it will not be necessary to enlarge or otherwise modify the facilities to make them capable of providing satisfactory pretreatment. It remains the responsibility of the person submitting or causing the submission of the information to assure compliance with all discharge limitations.

(b) require evidence that the pretreatment facilities will be operated and maintained to provide an acceptable discharge into the District Sewer System.

(c) require that such records be maintained and such tests be performed as required by the District to adequately reflect the character of the influent and effluent of the pretreatment process.

**208.03** The District may order removal of the unacceptable discharge from the sewer system and assess costs at any time prior to pretreatment implementation, during pretreatment implementation, if unsatisfactory progress or operation is evident, or if necessary to protect the sewer system from damage.

**208.04** Whenever the waste water discharged into the District's system is or will be subsequently discharged into and treated by the collection and/or treatment system of another public or private entity, the person discharging such waste water must meet, in addition to the pretreatment requirements imposed by these Rules and Regulations, the pretreatment requirements of the public or private entity collecting and treating such waste water.

## **209 GREASE, OIL AND SAND INTERCEPTORS**

**209.01** Grease, oil and sand interceptors shall be provided when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients. All interceptors shall be of a type and capacity approved by the District and shall be located as to be readily and easily accessible for cleaning and inspection.

**209.02** Where installed, all grease, oil and sand interceptors shall be maintained by the Owner, at the Owner's expense, in continuously effective operation at all times.

## **210 MONITORING AND FLOW MEASUREMENT FACILITIES**

Installation of waste water monitoring and/or flow measurement facilities

necessary to inspect, monitor, sample and test the amounts and characteristic of the waste water discharges may be required of any owner by the District. A plan for proposed monitoring and flow measurement facilities shall be submitted to the District for approval within 60 days of receipt of request for installation. The installation shall be completed within 90 days of the District approval.

- 210.01(a)** Monitoring facilities and/or flow measurement facilities required by the District shall be constructed, operated, and maintained at no cost to the District.
- (b) The entire facility shall be maintained at all times in a safe and proper operating condition by the person installing the facility and/or causing the discharge that is being monitored and/or measured.
  - (c) Access to the monitoring and/or flow measurement facilities shall be made available immediately to authorized representatives of the District at any time.
  - (d) Authorized representatives of the District shall have the right to and shall be provided with adequate space necessary to set up and operate additional monitoring equipment at such facilities.
  - (e) The plan for proposed monitoring facilities and/or flow measurement facilities must provide for the annual calibration of such facilities in a manner acceptable to the District, and such facilities must in fact be annually calibrated in accordance with the plan, once approved by the District.

**210.02** The monitoring facility shall be located as to be readily accessible at all times to representatives of the District. Access shall not be obstructed by parked vehicles, supplies or equipment or any other object or person which might prevent accessibility.

## **211 DISCHARGE REPORTS**

The District may require any person discharging or proposing to discharge waste water into a sewer system to file discharge reports, on forms supplied by the District. The discharge reports shall include, but not be limited to, the nature of the process, volume and rates of flow, production quantities or any other information that relates to the generation of waste including substances and concentrations in the waste water discharge. Such reports as required by the District may also include the chemical constituents and/or quantity of liquid gaseous materials stored on site even though they may not normally be discharged. Discharge reports may be required at such intervals as determined by the District to be adequate to define changes in waste water discharged characteristics. In addition to discharge reports, the District may require information relating to permit applications and self monitoring reports.

**212 PUBLIC RECORDS**

All information and data obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections on any person or on the quantity or character of any waste shall be available to the public only to the extent required by law.

**213 PROTECTION FROM ACCIDENTAL DISCHARGE**

Each property owner and resident of the District shall provide protection from accidental discharge into a sewer system of any wastes prohibited by these Regulations. Such required protection shall include, but not be limited to, walls or dikes, separate storage, removal of drain lines from locations where significant quantities of prohibited materials are maintained for other appropriate procedures to assure the prevention of such discharge into a sewer system.

**213.01** Plans for installation of such control facilities or operating procedures shall be submitted to the District for approval prior to construction or at the time such control facilities are found to be necessary by either the property owner or the District. The review and approval of such plans and operating procedures shall not relieve any person of responsibility for preventing the discharge of unacceptable materials into a sewer system. Any person in charge of or responsible for the process, activity or function that causes, generates or produces a prohibited waste shall notify the District immediately upon the accidental loss or discharge into a sewer system of prohibited materials, substances or waste in order to enable countermeasures to be taken to minimize damage to the sewer system and/or the receiving waters. Such notification will not relieve the responsible person or liability for any consequential expense, loss or damage to the sewer system or the receiving waters ecology. Failure to immediately notify the District upon knowledge or such prohibited discharge shall subject the responsible person to the remedies allowed by law.

**214-298 RESERVED**

**299 PENALTY**

Whoever violates any provisions of this Chapter of District directives pursuant to this chapter shall be subject to the remedies of Section 199 PENALTY of these Regulations.

**LORCO RURAL WASTEWATER DISTRICT  
SEWER REGULATIONS**

**CHAPTER III**

Connections, Fees, Permits and Billings

- 301 Purpose.
- 302 Governing Regulations.
- 303 Definitions.
- 304 Application For Sewer Service.
- 305 Deposits, Fees & Charges.
- 306 Connections To The Sewer System.
- 307 Owner to Bear Cost And Be Responsible For Service.
- 308 Sewer Connections, Fees And Deposits.
- 309 Inspection.
- 310 Repair Of Service Lines.
- 311 Service Charges.
- 311 Service Charges Supplement
- 312 Bill And Payment For Services; Remedies For Non-Payment.
- 313 Change Of Ownership, Liability of Unpaid Bills.
- 314 Restoring Services.
- 315-398 Reserved.
- 399 Penalty.

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**301 PURPOSE**

To establish the procedures, requirements, and costs for connecting to and making use of the District sewer systems.

**302 GOVERNING REGULATIONS**

Where there appears to be, or there is in fact, a conflict between this chapter and other chapters of these Regulations, the chapter providing the more stringent requirement, standard, or procedure shall govern.

**303 DEFINITIONS**

The definitions in CHAPTER I shall be used in this Chapter unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

**304 APPLICATION FOR SEWER SERVICE**

All applications for sewer service shall be made on forms provided by the District. Each application shall state truly and fully the uses to be made of sewer service. A separate application for service may be required for each premise. Each application must be signed by the owner of the premises to be supplied sewer service. A new application must be made each time the property changes ownership.

**305 DEPOSITS, FEES AND CHARGES**

The Board of Trustees of the District shall establish the deposits, fees and charges for the connection to and use of the District Sewer Systems. These deposits, fees and charges shall be listed in a schedule which shall be approved by the Board of Trustees. The approved schedule in

force on the date a deposit, fee or charge is required shall govern the amount of the deposit, fee or charge.

### **306 CONNECTION TO THE SEWER SYSTEMS**

**306.01** All connections shall be made and maintained in accordance with District Specifications and standards. No person shall:

- (a) Construct or connect a service line to a District System until a permit has been issued by the District.
- (b) Connect a service line to more than one building or facility without the prior approval of the District.
- (c) Install, cause to be installed or, with knowledge thereof, permit to exist a connection, tap pipe, or other obstruction which protrudes into or otherwise obstructs a District sewer line.
- (d) Connect any source of storm, surface or ground water into a District System or service line.

**306.03** Condominiums. Sewer lines constructed by developers must be dedicated to the District if the roadway and pavement within the development are within the public right-of-way. An appropriately sized tap, as determined by the District, can be provided to each unit and each unit will be treated as a separate single family residence. At the District's discretion, a single tap to serve each building may be provided. The tap size would be dependent upon the size and number of units per building. If, on the other hand, the roadway and pavement are to be private and not dedicated to public use, a master meter to serve the entire development must be constructed by the developer in an acceptable meter pit and dedicated to the District. Specifications for the meter pit and the size of the meter are to be determined by the District.

**306.03** Mobile Home Parks, Campgrounds and Marinas The sewer lines inside mobile home parks, campgrounds, parks and marinas would be private and maintained by their owner. A master meter would have to be constructed in an acceptable meter pit and dedicated to the District. The specifications for the meter pit would be determined by the district and the size of the meter would be determined by the size of the facility.

**306.04** All floor drains, sink traps, stand pipes or other openings into the sanitary sewer service line which are in the basement level or, if there is no basement, on the ground floor level, shall be plugged or sealed to eliminate storm, surface or ground water entering the service line. No pumps shall be discharged into the service line.

**306.05** No permits shall be issued nor shall any such connections be made unless and until the fees and deposits herein imposed, along with all other charges and fees that pertain to that District System, have been paid. The payment of the fees and deposits enumerated in these Regulations does not relieve any person from the responsibilities enumerated in these Regulations.

**306.06** Unless authorized otherwise by the District, all permits shall become null and void if not used within ninety (90) days from the date of issuance. Upon application

by the Owner, fifty percent of the connection or tap fee and all inspection and meter fees shall be refunded after a permit becomes null and void. If not requested by the Owner within one year of the date of issuance, no refund shall be made and the funds so collected shall be used by the District as if the connection or tap was made

### **307 OWNER TO BEAR COST AND BE RESPONSIBLE FOR SERVICE LINES**

**307.01** All costs and expenses incidental to the installation and connection of service lines shall be borne by the owner of the property being connected to the District System. The owner shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of any service line.

**307.02** The owner shall be responsible for all leaks or blockage in a service line and shall, at his or her expense, construct, maintain and keep it in good repair. When leaks or other defects in a service line are discovered, the District may disconnect the service line. Except in cases of emergency, however, the District shall give the owner notice of such difficulty and shall allow the owner reasonable time in which to have repairs made or other maintenance work accomplished.

### **308 SEWER CONNECTIONS, FEES AND DEPOSITS**

**308.01** The owner of any lot or plot of ground who is required by law or wishes to connect into a sewer system of the District, shall first pay a Tap-in fee established by the District based on the sum total of the Benefitted Unit Equivalency Factor for Estimated Daily Usage (E.D.U.) plus the Capital Recovery Fee (C.R.F.) base rate. The E.D.U. shall be determined from Table 3-1, unless approved otherwise by the District for commercial or industrial uses, or uses which are in existence at the time the connection is made. Any metered or recorded gallonage use in lieu of what is shown on Table 3-1 shall be increased by one third (1/3) before being multiplied by the E.D.U. rate.

#### **308-02 TABLE 3-1 BENEFITTED UNIT EQUIVALENCY FACTORS**

Commencing Jan. 1, 2010: Capital Recovery Fee (C.R.F.) \$4,000 for all  
Base Rate of One E.D.U. is \$2,000 for new construction  
Base Rate of One E.D.U. is \$1,000 for existing  
properties for tap in fee paid prior to 90 days from Phase  
I certification date. All taps purchased after such date  
will be charged based on new construction EDU.

(Approved 2/3/2011)

#### **BENEFITTED UNIT**

#### **EQUIVALENCY FACTORS**

The following equivalency factors are based upon the Ohio Environmental Protection Agency guide and are computed on the basis of the probable demand a user places on the public water system. The probable flow rate demand is correlated to the demand expected by a single family dwelling by the use of equivalency factors shown below. The minimum equivalency factor that shall be met is one (1) when computing fees and charges (unless [1] E.D.U. already exists on the property).

		<u>E.D.U.</u>	<u>C.R.F.</u>
Single Family Dwelling	per dwelling	1.000	\$4,000
Apartments	per apartment	1.000	\$4,000
Condominiums	per unit	1.000	\$4,000
Mobile Homes (free standing)	per unit	1.000	\$4,000
Mobile Home Parks	per home space/lot	1.000	\$4,000
Assembly Halls	per seat	0.005*	\$4,000
Bowling Alleys (no food serv.)	per lane	0.188	\$4,000
Car Wash	per automatic bay	1.500	\$4,000
	per manual bay	1.000	\$4,000
Churches			
- with no kitchen	per seat	0.011*	\$4,000
- with kitchen	per seat	0.017*	\$4,000
Country Clubs	per person	0.125*	\$4,000
Dance Halls	per person	0.005*	\$4,000
Dormitories/Barracks	per bed	0.0625	\$4,000
Drive-In Theatres	per car space	0.013*	\$4,000
Factories			
- with no showers	per employee	0.063*	\$4,000
- with showers	per employee	0.088*	\$4,000
Food Service operations			
- Restaurant	per seat	0.088*	\$4,000
- Banquet Rooms	per seat	0.013*	\$4,000
- Tavern	per seat	0.088*	\$4,000
	26		
- Drive-in Service	per space	0.125*	\$4,000
Gas (fuel) Station	first pump island	2.500	\$4,000
	Per add'l pump island	1.250	\$4,000
Hospitals	per bed	0.750	\$4,000
Institutions	per person	0.250*	\$4,000
Laundries (coin operated)	per machine	0.350	\$4,000
Motels/Sleeping Cab./Guest Rm.	per unit	0.250*	\$4,000
Nursing and Rest Homes	per patient	0.375*	\$4,000
	per resident employee	0.250*	\$4,000
	per non-resident employee	0.125*	\$4,000

Office Buildings	per employee	0.050*	\$4,000
R.V. Parks & Camps (primitive)	per space	0.125*	\$4,000
R.V. Park & Camps (full service)	per space	0.313*	\$4,000
Recreation Parks	per park capacity	0.010*	\$4,000
Retail Store	per employee	0.050*	\$4,000
School (elementary)	per pupil	0.038*	\$4,000
School (junior & high)	per pupil	0.050*	\$4,000
Shopping Center	per 100 s.f., no food/ laundry	0.050*	\$4,000
Swimming Pool (w/no showers)	per swimmer (capacity)	0.010*	\$4,000
Swimming Pool (w/showers)	per swimmer capacity)	0.018*	\$4,000
Youth and Recreation Camps	per person (capacity)	0.125*	\$4,000

\* Total equivalent factor per establishment shall be a minimum of one (1).

**Note (a):** For any use not shown herein, the equivalency factor shall be determined by the Executive Director on the basis of accepted engineering practice based upon the anticipated flow from applicant when compared to a single-family residence where the flow of 400 gallons per residence per day (Estimated Daily Use, E.D.U.) will be considered as a unit of one.

**Note (b):** The tap-in fee shall be calculated in accordance with this schedule by multiplying the base rate times the equivalency factor times the number of units then adding the capital recovery fee to equal the total tap-in fee.

**Note (c):** The tap-in fee shall be for standard connections to the system with a gravity sewer lateral. Connections requiring a mechanical grinder pump will be assessed an additional \$2,000 equipment charge to connect to the system after February 15, 2011. This charge will be for service up to 200 feet from the road or sanitary sewer right of way, whichever is closer, to the foundation of the home to the grinder pump. For each additional foot over the 200 foot distance there will be a \$7.50 per linear foot charge. The property owner will be responsible for the electrical and sewer connection to the grinder pump in addition to the landscaping restoration. (Approved 2/3/2011)

**308.03** The builder of any building which requires sewer service shall prior to beginning construction of the building, deposit with the District an amount established by the District to help ensure the protection of the sewer system during the construction of the building. The deposit shall be administered as described on the Deposit, Fee and Charge Schedule.

**308.05** For the purpose of this section

(a) The equivalent road frontage shall be defined as the product of dividing the area of that part of a tract that lies within 500 feet of the centerline of the road adjacent to the sewer line or containing the sewer line by 500 feet, or the mean average from the road centerline to the rear property line when the rear property line is closer to the road centerline than 500 feet.

(b) The term “public road or street” includes any road or driveway, whether publicly or privately owned, which is designed, used or intended for use for vehicular traffic, which connects two or more public streets,

road or alleys, or combination thereof, or which the general public is invited to use, either expressly or by implication resulting from its general location, appearance, construction, signs, traffic control signals or other appurtenances or circumstances indicating such road or driveway to be available for the public travel, either with or without toll charges.

### **309 INSPECTION**

**309.01** All connections to a District system and the installation of all service lines shall be inspected by the District.

**309.02** The connection fees include the cost of an initial inspection and one repeat inspection or two hours of inspection by the District for each permit issued on a standard open trench connection. Any reinspection or installation other than open trench shall be done at a cost determined by the District, based upon the hourly rate and cost to the District for the inspector, and such other factors as appropriate, which cost shall be paid before the reinspection. (Modified 2/3/2011)

**309.03** There shall be a final inspection of the interior plumbing prior to the enclosure of the plumbing or the hanging of the fixture.

**309.04** The District shall be given forty-eight (48) hours notice when an inspection is required. (Approved 2/3/2011)

### **310 REPAIR OF SERVICE LINES**

The owner of any lot or plot of ground which has a service line that has been tapped or connected to a District System but which requires maintenance, repair, alteration or other work to either eliminate the service line or to cause the service line to conform to these Regulations shall perform or cause the performance of the necessary work. The owner of such property or his authorized representative shall notify the District prior to any such work being performed.

### **311 SERVICE CHARGES**

There shall be a Sewer Service Charge established by the District.

**311.01** The owner of the property which is served by a District Sewer system shall be liable for all charges for the service rendered that property.

**311.02** Unless provided otherwise by agreement between a property owner and the District, Sewer Service charges will begin on the dates, stated herein, and continue to be charged thereafter unless the property is disconnected from the District System for which service charges have been rendered. Sewer Service charges will commence on the date service line installation has been completed and approval thereof has been given by the District.

A. User's monthly service charge for homes under construction shall be a flat rate for the period of home construction, not to exceed 120 days from date of sewer connection. Such rate shall appear on LORCO's TAP PERMIT, Form 809. (Approved June 14, 2007)

**311.03** The sewer service charge for any property shall be computed by multiplying the amount shown on the meter by the prescribed rate. Access to the meter for reading purposes shall be provided by the property owner to District personnel or District agents.

**311.04** The sewer meter and its installation shall be at the Owner's expense and shall be approved by the District prior to its use for determining the amount of sewer service charge

owner by the District.

**311.05** The sewer service charge shall be increased in proportion to the amount the sanitary sewage concentrations exceed 200 ppm BOD and 200 ppm Suspended Solids.

### **311 SERVICE CHARGES SUPPLEMENT**

#### **Invoice Procedure, Accounts Receivable –**

LORCO will invoice customers monthly on the 20<sup>th</sup> of each month. Payment shall be due no later than the 10<sup>th</sup> day of the following month, unless the 10<sup>th</sup> day falls on a holiday or weekend, in which case the first following business day shall be the last day for payment. Due date means the date the payment is received by LORCO, regardless of when sent or otherwise transmitted for payment. Failure to receive an invoice shall not relieve the Owner of the obligation to pay the same when due.

The method and manner of payment shall be in accordance with current and established business practices and in compliance with State of Ohio and professional accounting practices.

The billings will be based on 100% of the actual water bill with readings provided by Rural Lorain County Water Authority (RLCWA). When an actual reading has been done an adjustment is made for the amount of estimated usage and the Owner is billed accordingly. This maintains revenue flow and the owners will be remitting approximately the same dollar amount monthly.

#### **Penalty –**

LORCO will assess a 10% penalty charge of the invoiced amount if payment is not received by the due date. Such late charges shall continue to be charged until payment in full is made, payment being first applied to the past due charges. In addition to late charges, any costs or expenses incurred by LORCO as a result of the customer's default in payment, such as charges for checks returned due to non sufficient funds, shall be added to customer's next invoice. Such costs and expenses shall be determined by the administration as reasonable and necessary to compensate LORCO.

#### **Pay Arrangements –**

LORCO shall endeavor to accommodate customers who are having legitimate difficulty in making payments for services received or for which there is an obligation to pay. Such arrangements shall be made at the discretion of the administration and in accordance with directives by the finance committee or as otherwise established by the board.

#### **Waiver –**

An agreement was established between LORCO and the Lorain County Health Department that waives the mandatory tap-in for landowners with new or rebuilt systems for a term up to seven years. Those landowners will be given the option of purchasing a sewer tap at the then current fee when the collection line service becomes available and not be required to utilize the tap until the time limit has expired, unless they choose to do so; otherwise, they shall pay the tap in fee as set at the time of the required connection date. Should the Owners choose to defer payment the then tap in fee and connection when required; the Owner will be required to sign an agreement stating their intention.

#### **Tap Purchases on Vacant Property –**

Owners electing to purchase their taps in advance to the construction of a new home or

business may do so with the understanding that the minimum monthly fee would be waived for a period of twelve months. After that period, they would be responsible for the minimum monthly billing. If the owner does not fulfill his obligation after a period of six months the agreement would become null and void. The Owner would have to pay any difference between the tap fee paid in advance and the then current tap in fee plus the minimum monthly bill from the inception of the agreement to activate the account.

#### **Leaks and High Usage –**

The monthly billings are based on 100% of the actual usage of water metered through RLCWA. In the event a landowner has a leak in their service line between the meter vault and the residence, where no water goes through our connection line, an adjustment can be considered. The billing for the wastewater would be determined on the last three actual readings and the landowner billed on the average. However, if the leak is within the structure and the discharge ultimately reaches our collection system, the Owner would be responsible for the cost.

Owners who fill their pools through their RLCWA water tap would have to supply documentation from their pool manufacturer detailing the total gallons of the pool. An adjustment can be given for filling the pool over and above their actual water usage based on a three month average. Subsequent usage to maintain the levels in their pool would be adjusted.

Owners who irrigate their lawns and gardens, or provide water to a secondary structure such as an animal barn, can purchase an approved meter to be installed at a location where the piping from the primary structure begins for the designated area. The meter must meet LORCO specifications and be installed by a certified plumber with a remote pad and access for reading. The meter must be calibrated, at the Owner's expense, every two years. The Owner shall provide LORCO with documentation of the completed task along with a current reading. Maintenance, repair, and replacement in the event of a faulty meter are the customer's responsibility.

#### **Seasonal Billing –**

Owner's can request that their estimated bills be reduced to the minimum while out of town and the home is unoccupied for extended periods of time and can choose to pay the calculated amount prior to leaving or have the billings forwarded to them for remittance. The estimated billings would then go back to their original amounts after their return.

#### **Church & Tax Based Facilities –**

Township Halls, fire stations, police stations, schools will be charged an appropriate tap fee in accordance with Section 308.01 of the LORCO Operational Policies in which the District shall determine the average day gallonage.

### **312 BILL AND PAYMENT FOR SERVICES; REMEDIES FOR NON-PAYMENT**

**312.01** All bills shall be due and payable on the date shown on the bill. When service to any premises is established or there is a change of ownership on any date between the billing dates the bill shall be pro-rated based on the times of service.

**312.02** Bills will be mailed to the Owner at the address of the premises serviced unless the Owner requests, in writing, that the bill be sent to some other address specified by him. The changing of the address does not relieve the owner of the responsibility for all charges for services rendered to the property.

**312.03** The failure to receive a bill shall not relieve the Owner of the obligation to pay the same when dues.

**312.04**

- A. The District reserves the right to terminate utility services for non-payment of the bill by the due date. The following procedure for termination will be followed unless inconsistent with the Ohio Revised Code:
1. Notice of the pending termination will be provided to the party responsible for paying such bill in the manner customarily used by the District to communicate with such party.
  2. The next bill, if still unpaid, will include the phrase, "FINAL NOTICE" and will include instructions for avoiding termination.
  3. If the bill remains unpaid within seven (7) days of the final notice, the District will proceed with termination of services and will leave on the property at the time of termination a notice of termination of utility services.
  4. Further, the District will exercise all legal rights to collect past due amounts, including but not limited to certifying the unpaid balance to the auditor as a lien to be placed upon the property pursuant to O.R.C. § 6119.06(W).<sup>25</sup> Further, the District may initiate a foreclosure action upon the property to collect the lien in the event the balance remains unpaid.
- B. The District further reserves the right to terminate service for emergencies, repairs, line replacements, and when there has been an unlawful connection of services.

Revised: 03-11-2010

A-4. Resolution 2010-06

**313 CHANGE OF OWNERSHIP, LIABILITY OR UNPAID BILLS**

When a property which receives sewer service from the District changes ownership, the person who will become the new owner shall, within twenty-four (24) hours of change of ownership, notify the District of the change in ownership, receive the pro-rated billing amounts

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<sup>25</sup> O.R.C. § 6119.06(W): Charge, alter, and collect rentals and other charges for the use of services of any water resource project as provided in section 6119.09 of the Revised Code. Such district may refuse the services of any of its projects if any of such rentals or other charges, including penalties for late payment, are not paid by the user thereof, and, if such rentals or other charges are not paid when due and upon certification of nonpayment to the county auditor, such rentals or other charges constitute a lien upon the property so served, shall be placed by the auditor upon the real property tax list and duplicate, and shall be collected in the same manner as other taxes.

and make application for service. Failure to notify the District of the change in ownership within twenty-four (24) hours of change in ownership will subject the new owner to be liable for all past due amounts for that property, having the property disconnected from the District System, and any other remedies allowed by law.

**314 RESTORING SERVICES**

Service shall be restored in accordance with Section 110 of these Regulations.

**315-398 RESERVED**

**399 PENALTY**

Whoever violates any provision of the Chapter or District directives pursuant to this Chapter shall be subject to the remedies of Section 199, PENALTY, of these Regulations.

**LORCO RURAL WASTEWATER DISTRICT  
SEWER REGULATIONS**

**CHAPTER IV  
Sewer Design Criteria**

- 401 Purpose.
- 402 Preference Publications.
- 403 Definitions.
- 404 General Requirements.
- 405 Sanitary Sewer Design.
- 406 -498 Reserved
- 499 Penalty.

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**401 PURPOSE**

This chapter establishes the design criteria for sewer systems. This criteria is intended to supplement rather than replace sound engineering design practice.

**402 REFERENCE PUBLICATIONS**

The design of the components of the sanitary system shall conform with the provisions of the following publications, except as such provisions are modified or amended herein. When there appears to be, or there is in fact, a conflict between the provisions of the reference publications, the one providing the highest or most stringent requirement shall govern.

**402.01** Recommended Standards for Sewage Works, Great Lakes upper Mississippi River, Current Edition.

**402.02** Ohio Environmental Protection Agency Requirements.

**402.03** LORCO RWD Construction and Material Specifications.

**402.04** LORCO RWD Standard Drawings.

**403 DEFINITIONS**

The definitions of CHAPTER I shall be used in this Chapter, unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

**404 GENERAL REQUIREMENTS**

**404.01** All easements granted to or reserved by the District shall be at least twenty feet wide except that an easement may be ten feet wide when it borders another easement or a public right-of-way, part of which can be used for the purpose of the easement. Notwithstanding the above, all easements and easement right-of-way combinations shall be wide enough to insure that the easement limit is five feet away from all District utilities within the easement. If a sewer line owned and operated by the District is placed in or adjacent to an existing dedicated road right-of-way subsequently seeks to develop that adjacent property, the owner must grant to the District a

ten (10) foot wide easement and pay the cost of relocating the line out of the dedicated road right-of-way and into the ten (10) foot wide easement on the adjacent property. Said easement shall be granted to the District in exchange for the payment by the District of the amount of One Dollar (\$1.00).

**402.02** The sewer line designed shall use pipe that is, in conjunction with the specified bedding, strong enough to withstand the trench loading and line loadings imposed now or in the known future.

**403.03** The design of the sanitary systems, and their components, shall be based on generally accepted engineering practices which are compatible with the reference publications and these Regulations. When required by the District, the Engineer shall submit design calculations sheets.

**403.04** Construction drawings shall be prepared in accordance with generally accepted practices for all sanitary sewers lines which are proposed to be owned or operated by the District. The drawings shall be signed and sealed by a Professional Engineer, licensed in the State of Ohio.

- (a) All drawings shall be made on reproducible material (mylar) sized 24 inches by 36 inches, with a one-inch border on the left and a one-half inch border around the balance of the sheet. The proposed work shall be shown in both plan and profile on the same sheet and in sufficient detail to clearly show all work to be done. The drawing shall also show existing and proposed right of ways, property lines and easements, as well as the existing or other proposed improvements to or features of, the land in the area of the improvement. In general, the horizontal scale shall be one inch equals fifty feet or one inch equals twenty feet, and the vertical scale shall be one inch equals five feet, except when larger scales are necessary to show details or special work. The drawings shall contain general notes and a summary of estimated quantities.

All drawings shall be made in ink and a title block shall be included in the lower right hand corner of each sheet except on the title sheet. Spaces shall be provided on the first sheet for the approval signatures of the District and other applicable Officials. Sewer improvements may be included on the construction drawing for other improvements, provided that the construction drawings provide the information as required herein.

- (b) The general notes shall include a reference to the District specifications.
- (c) Supplemental specifications may be submitted as separate documents typewritten or eight and one-half by eleven inch paper or may be part of the construction drawings.
- (d) The first sheet for all plans shall include a location map, a 200 scale drawing of the development, the development title, required signature spaces, a standard drawing list, and an index.

**404.05** When the proper District Officials have affixed their signatures to the construction drawings, such drawings become the property of the District as a record of the

District Systems; however, the Owner shall cause the drawings to be corrected to conform to the “as-built” conditions. Public sewer improvements will not be accepted by the District until reproducible “as-built” construction drawings are delivered to the District together with two prints thereof. As used herein reproducible copy shall mean ink on mylar or photographically reproduced drawings on mylar which will accept ink, will produce clear, sharp prints, and will not fade, darken or become brittle with age.

**404.07** The “as-built” drawing shall show changes in the construction shown in the Contractor’s records and observed in the field. The “as-built” drawings shall also get dimensions to the sewer taps from two permanent landmarks such as manholes, fire hydrants, catch basins, tip of curb or edge of pavement.

**404.08** Prior to the filing of any plat or deed of easement which contains an easement or right-of-way in which District owned sewer system components are to be or have been installed, said plat or deed or easement shall be accepted/approved by the District.

#### **405 SANITARY SEWER DESIGN**

**405.01** Sanitary sewers shall be designed to maintain a minimum velocity of two feet per second at the design flow. The minimum pipe diameter shall be eight inches. The minimum cover over the sewer pipe shall be forty-eight inches. The sewer pipe shall be designed to carry peak flows on the Ohio EPA design criteria.

**405.02** Wye Branches shall be installed during the construction of the collector sewers. If the sewer is located in a street, service extensions shall be made to within one foot of the street right-of-way lines. Where the sewer is more than twelve feet deep, risers shall be included as part of the construction work. Such risers shall be brought to between ten and twelve feet below ground.

**405.03** Sewer service lines shall have a minimum internal diameter of six inches and be laid with a minimum fall of 1% (0.12 inch per lineal foot or 1 foot per hundred feet) unless approved otherwise by the District.

**405.04** A 2” x 2” Y pole shall be placed at the end of each service line installed with the sewer so as to stick out 3’ above the ground.

#### **406-498 RESERVED**

#### **499 PENALTY**

Whoever violates any provisions of the Chapter of District directives pursuant to this Chapter shall be subject to the remedies of Section 199, PENALTY, of these Regulations.

**LORCO RURAL WASTEWATER DISTRICT  
SEWER REGULATIONS**

**CHAPTER V**

Sanitary Sewer Construction Procedures

501	Purpose.
502	Definitions.
503	Procedures.
504	Plan Approval.
505	Obligations Of The Owner, Construction Guarantees, Violations of Provisions.
506	Inspection.
507	Plan Review Fees and Deposits.
508	Notification of the District.
509	Conditional Acceptance.
510	Maintenance Guarantee For Improvements: Bond.
511	Final Acceptance.
512	Official Notices.
513 -498	Reserved
599	Penalty.

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**501 PURPOSE**

This Chapter establishes the procedures to be followed during the construction of components of sanitary sewer systems that are or will be owned by the District.

**502 DEFINITIONS**

The definitions of CHAPTER I shall be used in this Chapter, unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

**503 PROCEDURES**

All portions of a sanitary sewer system which make use of a system that is or will be owned or operated by the District shall be designed and constructed in accordance with the requirements of the District in force on the date of the beginning of construction as such h requirements are stipulated in the following:

**503.01** LORCO RWD Sewer Regulations.

**503.02** LORCO RWD Construction and Material Specifications.

**503.03** LORCO RWD Standard Drawings.

**503.04** Construction Drawings approved by the appropriate District Officials.

**504 PLAN APPROVAL**

Prior to the commencement of construction on any Sewer System or System Components, which said System or Systems Components will be owned or operated by the District, construction drawings shall be prepared in accordance with CHAPTER V of these Regulations and approved by the District. Failure to obtain said approval may result in rejection

by the District of any construction performed prior to obtaining said approval.

**505 OBLIGATIONS OF THE OWNER, CONSTRUCTION GUARANTEES, VIOLATIONS OF PROVISIONS**

In Consideration of the approval of the Construction Plans, the Owner of the parcel or tract of land being developed shall be subject to the following.

**505.01** The Owner shall hold the District and its employees and agents free and harmless from any and all claims which might originate by virtue of the development of the subject land or the conduct of the Owner, its agents or employees relative to said development including, but not limited to, any and all claims for damages or every nature whatsoever or for injunctive relief emanating from the construction and improvements or resulting from the construction and improvements of said developed area; and the Owner shall defend, at his own cost and expense, any suit or action brought against the District or its employees or agents by reason thereof excluding, however, any such liability that might result from the sole negligence of the District or its employees or agents. The Owner acknowledges the Owner and its agents or employees are knowledgeable developers who will utilize said knowledge and skill in developing the subject land and though conforming to District requirements, Owner is relying solely on his own expertise or the expertise of his agents in developing the subject premises; and the Owner is not relying on any skill or expertise of the District its agents or employees in preparing the developed area in accordance with sound engineering and development practices.

**505.02** Upon filing of the plat or easement for the improvements to the District Systems, the construction of these improvements shall be guaranteed by filing with the District evidence satisfactory to the District of one of the following:

- (a) A performance bond equal to one hundred ten percent (110%) of the estimated construction cost of the improvements, with the provision that the bond proceeds shall be used to cover the cost of contractors, subcontractors, materialmen, laborers, and other costs to the District to complete the project upon default by Owner:
- (b) A certified check equal to one hundred and ten percent (110%) of the estimated construction cost of the improvements; or
- (c) Subject to the approval of the District, Attorney, a Certificate of Deposit or an irrevocable Letter of Credit made out to the District, equal to one hundred and ten percent (110%) of the estimated construction cost of the improvements.

**505.03** All permits and approvals shall be obtained and all fees and deposits paid prior to the commencement of any construction by any owner or developer.

**505.04** During construction and prior to acceptance of any improvement, the Owner shall remove or cause to be removed such dirt and debris and foreign matter from all public right-of-ways, improvements and/or easements as were deposited, left or resulted from the construction of improvements of any nature to the District Systems within twenty-four (24) hours after being notified by the District that such removal is required. Such removal shall be done to the satisfaction of the District.

**505.05** A development agreement shall be executed in such form on such terms and

conditions as specified by the District.

**505 INSPECTION**

The Construction of all sewer systems that are or will be owned or operated by the District shall be inspected as described in the LORCO RWD Construction and Material Specifications.

**507 PLAN REVIEW FEES AND DEPOSITS**

Prior to submitting construction drawings for review, a plan review fee shall be deposited with the District. Prior to beginning any construction, an inspection fee shall be deposited to cover the cost of the inspection described in Section 506 of these Regulations. The fees shall be paid by depositing with the District an amount estimated to be sufficient to cover the cost to the District of plan review, administration, inspection, testing, recording the construction on District records, and costs incidental thereto.

**508 NOTIFICATION OF THE DISTRICT**

**508.01** The District shall be notified three (3) working days prior to when construction work is scheduled to begin. Throughout the duration of construction, the District shall be kept informed of the construction schedule. Any breaks in the construction work which are longer than five (5) working days shall require three (3) work days notice.

**508.02** Upon receipt of the initial notice of when construction is to begin, the District shall determine what remains to be done before construction starts and notify the developer thereof or give permission to begin construction. No construction shall begin without the permission of the District.

**509 CONDITIONAL ACCEPTANCE**

Upon substantial completion of the construction as shown on the drawings, the District may conditionally accept the District System portion of the System Components constructed by owner or developer. This acceptance is conditioned upon:

**509.01** The posting of a maintenance guarantee;

**509.02** The submission of a set of “as-built” drawings;

**509.03** All major components of the District System being completed to the extent that does not present undue health or safety hazards to the current or potential user of the District System; and

**509.04** A guarantee being made that is satisfactory to the District for the completion of the unfinished work. This guarantee is in addition to the maintenance guarantee.

**510 MAINTENANCE GUARANTEE FOR IMPROVEMENTS; BOND**

**510.01** The Owner shall guarantee all improvements to the District System for a period of at least one year from the date such improvements are conditionally accepted by the District. This guarantee shall include any and all defects and deficiencies in workmanship and materials. The Owner shall be responsible for the cost of all labor, materials, equipment and other incidentals required to maintain, repair and replace any or all of such improvements and to maintain them in good and proper condition, excluding ordinary wear and tear, but including

filing trenches and restoring lawns, sidewalks, yards, streets, sewers, waterlines, pipelines, etc., during the one year guarantee period. In the event the Owner fails to make such maintenance, repairs or replacements within a reasonable time after notice in writing by the District or in the event an emergency which may endanger life or property, the District may make or cause to be made, such repairs or replacements at the expense of such Owner. In order to indemnify the District for the expense of any such repairs or replacements made by or at the direction of the District, a guarantee shall be made by filing with the District evidence satisfactory to the District's Attorney one of the following in an amount equal to twenty-five percent (25%) of the cost of the improvements.

- (a) A maintenance bond
- (b) A certified check, or
- (c) A Certificate of Deposit or an irrevocable Letter of Credit made out to the District.

**510.02** The Maintenance Guarantee will be released upon final acceptance of the improvements by the District.

**511 FINAL ACCEPTANCE**

Final acceptance and release of the Maintenance Guarantee shall be given after all the improvements to the District System have been satisfactorily maintained, all defects or deficiencies have been corrected and all expenses incurred by the District pursuant to the development have been paid in full.

**512 OFFICIAL NOTICES**

All official notices to be sent to the District shall be sent to the address shown on the current Deposit, Fee and Charge Schedule. The District will send all notices to the last known address of the developer or owner who initially contacted the District concerning the proposed construction, unless notified in writing to do otherwise.

**513-598 RESERVED**

**599 PENALTY**

Whoever violates any provisions of the Chapter of District directives pursuant to this Chapter shall be subject to:

**599.01** The remedies of Section 199, PENALTY, of these Regulations

**599.02** The District stopping all work on the District Systems forthwith upon the District having posted a notice to stop work at the site of the improvements.

**599.03** The District continuing any unfinished work or replacement any unacceptable work to a point that the improvements to the District System do not appear to create a health or safety hazard or create maintenance or repair expenses to the District because of their state of completion by:

- (a) Holding the bonding company responsible for all actual expenses incurred, including engineering, legal and construction expenses, plus interest, from the date of default by the Owner and/or his Contractor or

representatives, to the date the District receives reimbursement for all expenses incurred, or

- (b) Using the certified check, or proceeds thereof, or proceeds of the Certificate of Deposit or the Letter of Credit.

**599.04** The District refusing to accept the improvements.

**599.05** The District refusing to provide sewer service which requires the use of the improvements which are found in violation of this Chapter.

**LORCO RURAL WASTEWATER DISTRICT  
SEWER REGULATIONS**

**CHAPTER VI**

Contractor's License, Contractor's Insurance  
And Indemnification

- 601 Purpose.
- 602 Definitions.
- 603 License Required
- 604 Criteria for Granting License
- 605 Contractor's Insurance
- 606 License Bond
- 607 Construction Inspection
- 608 Safety Precautions
- 609 Indemnity Provision
- 610 General Conditions
- 611 License Renewal
- 612 Non-Renewals, Revocation or Suspension of License
- 613 Liability for Defective Work
- 614-698 Reserved

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**601 PURPOSE**

To regulate the installation of sewer service lines and their connection into the District sewer systems.

**602 DEFINITIONS**

The definitions in CHAPTER I shall be used in this Chapter unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

**603 LICENSE REQUIRED**

Any person, business or corporation desiring to install, maintain or repair sewer system lines or make a connection to the Districts sewer system must be licensed by the District. This requirement is applicable to property owners. Any such person, business or corporation shall be referred to herein as the "Contractor". Said license shall permit only the licensee to perform said activities, and said person, business or corporation that has been so licensed shall be responsible for all work performed pursuant thereto. The license issued to the corporations shall list a member, employee or officer of that corporation who is the responsible representative of that licensee for all work performed. It shall be the responsibility of the licensee to notify the District in the event that the indent of any such representative is changed.

**604 CRITERIA FOR GRANTING LICENSE**

The District license shall be given to any person, business or corporation whoa has a valid license from a municipality on the approved LORCO Rural Wastewater District list as of the date the District issues such license, or has otherwise satisfied the District that the applicant can perform the work in a workman like manner by meeting the license criteria on file at the District office. The District Board shall approve municipalities and the Executive Director shall maintain the approved list. Additionally, Contractor must comply with the requirements of

Section 605 – 610 of these Regulations.

**605 CONTACTOR’S INSURANCE**

The Contactor shall present to the District at the time of applying for a sewer tap a certificate of insurance as required herein and a license shall not be issued until said certification has been received by the District. It is the Contractor’s responsibility to obtain such insurance certificates required herein for all work performed by the Contractor or its subcontractor(s) prior to commencement of work. Such certificate must be accompanied by a statement that at least ten (10) days prior to notice shall be furnished to the District if the policies of insurance referenced in the certificates are to be terminated or changed in any way while Contractor’s license is in effect.

**605.01** Contractor’s Liability Insurance: The contractor agrees to maintain Comprehensive General Liability Insurance in an amount not less than \$300,000.00 covering all operations incident to any work covered by the license issued by the District, whether such operations be conducted by the contractor or by any subcontractor or by anyone directly or indirectly employed by either. Such Comprehensive General Liability Insurance shall include coverage for all claims for damages or loss for personal property and bodily injury, including death, as a result of work done relating to the installation of sewer lines, taps, sewer services lines connected or to be connected to the District system.

**605.02** All Risk Builder’s Insurance: Further, the Contractor shall procure and maintain during the term of his/her license All Risk Builder’s Insurance (Fire and Extended Coverage) on a One Hundred Percent (100%) completed value based on the insurable portion of the Project and not less than \$1,000,000.00, whichever is greater. The District shall be the named insured thereof.

**606 LICENSE BOND**

The Contractor agrees to obtain a surety bond in the amount of Five Thousand Dollars (\$5,000.00) as a condition precedent to the granting of a Contractor’s license, for the purpose of providing payment to the DISTRICT for any loss or damage incurred by the DISTRICT occasioned by the Contractor’s failure to fulfill the duties and obligations imposed by the DISTRICT’S Rules and Regulations.

**607 CONSTRUCTION INSPECTION**

Upon completion of construction of a service connection pursuant to a permit obtained from District, the owner shall timely request an inspection from the District. The inspection shall be conducted within two business days of such notification. There shall be no charge for the initial inspection of a standard open trench installation and one additional inspection as long as both inspections do not total more than 2 hours. Any reinspection or installation other than open trench shall be done at a cost determined by the District, based upon the hourly rate and cost to the District for the inspector, and such other factors as appropriate, which cost shall be paid before the reinspection.

- (a) Report Filing. Within one business day after inspection, the inspector shall file a written report with the District Executive Director, indicating approval or disapproval of the service connection.
- (b) Disapproval. If the service connection is disapproved, service will not be permitted until corrective action is taken to the satisfaction of the District.

In the event contractor fails to take timely corrective action, as determined in the sole discretion of the District, the District may, at its option, complete the corrective work as required, using the bond to pay for such work, and take whatever additional or alternative remedies it determined is in the best interest of the District. In the event the bond is insufficient to cover said costs, the District shall have the additional remedy to pursue damages against the owner and contractor as are available under law. The District may also revoke the license of contractor, at its option and in its sole discretion.

- (c) Return of Bond. The contractor's bond is an amount not less than \$5,000.00 shall remain in effect until discharged. Said bond shall not be discharged unless:
  - 1. Contractor has no outstanding permits within the District; and
  - 2. Contractor has had all service connections inspected by the District and approved.

#### **608 SAFETY PRECAUTIONS**

As a Licensee, Contractor warrants and agrees that he/she shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. The Contractor shall take all necessary precautions to prevent damage, injury or loss to:

- (a) All employees on the work covered by the license and all other persons who may be affected thereby; and
- (b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site; and
- (c) Other property at the site or adjacent thereto, including trees, shrubs,
- (d) lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- (d) Special care shall be taken during the entire duration of the work to prevent unauthorized persons from falling into, climbing upon, or entering any of the excavations, equipment, or work areas.

#### **609 INDEMNITY PROVISION**

Further, as consideration for obtaining a license, Contractor warrants and agrees that the District and its agents and employees shall be indemnified and held harmless from and against all claims, damages, losses, costs and expenses arising out of, or resulting from the performance of any work performed by contractor, subcontractor, or any agent, assignee or employee of contractor or subcontractor, provided that any such claim, damage, loss or expense is not attributable to the negligence or misconduct of the District.

**610 GENERAL CONDITION**

Further, as a license, Contractor warrants and agrees as follows;

- (a) Contractor has conducted the necessary due diligence to familiarize himself/herself with the rules and regulations of the District and the work to be performed; and
- (b) Contractor has examined the work site, and from his/her own observations, has satisfied himself/herself as the nature and location of the work, the character, quality and quantity of the materials; the difficulties likely to be encountered and any other items that may affect the execution of the work.
- (c) Contractor will complete the work in accordance with the District requirements in a good and workmanlike manner.

**611 LICENSE RENEWAL**

Each license is for a period of no more than two years. The annual renewal of said license is required for any licensee to continue to perform licensed activities with the District.

**612 NON-RENEWALS, REVOCATION OR SUSPENSION OF LICENSE**

The District retains the right to refuse to renew any license upon its expiration or may suspend or revoke any license at any time for the following reasons:

- 612.01** Failure to request renewal.
- 612.02** Failure to adhere to the requirements of the District Regulations.
- 612.03** Failure to follow the lawful directives and instructions of the Executive Director or his/her authorized representative.
- 612.04** Performance of work in a manner deemed unacceptable to the District.
- 612.05** Failure to correct deficiencies, or unauthorized or unacceptable work.
- 612.06** Failure to obtain the required permits.
- 612.07** Having outstanding violations of these Regulations.
- 612.08** Continuing work after receipt of notice of work rejected.
- 612.09** Beginning work without notifying the Executive Director.

- 612.10** Debarment by another recognized licensing authority.
- 612.11** Continuing work that could endanger the District's systems or the health, safety or welfare of the users of the District.
- 612.12** Any other good cause that, in the judgment of the Executive Director, justifies said non-renewal or revocation.

**613 LIABILITY FOR DEFECTIVE WORK**

Notwithstanding the provisions of any other Section of these regulations, any person possessing a license, who has performed work on any District service line or connections thereto, where such line or connection is subsequently found defective or to have been constructed in violation of these Rules and Regulations, or where such line develops leaks or blockages, may be held responsible, at his or her expense, for repairing and cleaning such defect and/or for paying the cost of cleaning and repairing such defects.

Adopted: August 14, 1997

Revised: February 12, 2004

Revised: June 9, 2011

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Secretary-Treasurer