

**SOUTHWEST LICKING COMMUNITY  
WATER AND SEWER DISTRICT**

**RULES & REGULATIONS**



**Established By:**

**THE BOARD OF TRUSTEES  
OF THE SOUTHWEST LICKING COMMUNITY  
WATER AND SEWER DISTRICT**

Authority:

These Regulations are established under the authority of Section 6119 of the Ohio Revised Code.

Adopted by Resolution dated August 5, 1991.  
Revisions adopted by Resolution dated December 27, 2012.

REVISION PAGE  
TO THE  
SOUTHWEST LICKING COMMUNITY  
WATER AND SEWER DISTRICT  
RULES & REGULATIONS  
ADOPTED August 5, 1991  
by RESOLUTION NO. 91-18

REVISION NO.	DATE	RESOLUTION NO.	REVISION
1	01-25-93	93-19	Added Section 311, "Temporary Water Service"
2	03-01-93	93-41	Revised Section 104.23, definition of "person"
3	03-01-93	93-41	Revised Section 199, added (c)
4	03-01-93	93-41	Revised Section 705, re: limits of liability
5	03-01-93	93-41	Added Section 707, "Nonrenewal, Revocation or Suspension of License"
6	03-01-93	93-42	Amended Resolution 92-41
7	04-11-94	94-0070	Revised Section 406.02
8	04-26-94	94-077	Revised Section 416, re: termination of service for non-payment
9	08-02-94	94-0148	Revised 416.04, re: delinquency charge
10	02-07-95	95-0027	Amended Table 4-1: Schedule of Average Daily Gallonage re: Churches
11	02-28-95	95-0058	Amended Billing Policy to allow for estimated meter readings
12	03-11-96	96-064	Revision to require connection to accessible sanitary sewerage system
13	03-10-97	97-040	Added Section 207.01, re: inflow protection
14	10-27-98	98-113	Added Section 419, re: extended leave
15	02-16-99	99-014	Amended Section 605, re: Developer's Agreement and Tap Agreement
16	12-28-99	99-096	Multiple amendments and revisions
17	01-10-00	00-009	Amended Section 104, "Definitions"

18	08-28-01	01-058	Complete Update of Rules and Regulations
19	08-28-01	01-059	Complete Update of Deposit, Fee, and Charge Schedule
20	09-25-01	01-069	Added Section 117 to allow for disconnection from District's water system to return to existing well and Section 118 to allow for reconnection to District's water system after returning to well
21	11-12-01	01-081	Updated Deposit, Fee, and Charge Schedule to reflect 2002 User Rates
22	11-12-01	01-085	Accepted Construction & Materials Specifications Manual
23	12-10-01	01-098	Added Post-Bankruptcy Assurance Fee to Deposit, Fee, and Charge Schedule, Section III-S
24	03-11-02	02-043	Revised warranty period; Added Section 610.02 to require camera-ing of sewer mainlines and laterals
25	03-26-02	02-047	Revised Section 415.04 to reflect change in penalty on unpaid monthly charges from compound to simple interest
26	05-28-02	02-059	Added Section 111.09 to establish policy for review/discussion of customer accounts
27	10-29-02	02-125	Revised Deposit, Fee, and Charge Schedule to reflect reduction in Debt Elimination Service Charge
28	02-11-03	03-018	Revised Section 104.14, definition of "customer"
29	02-18-03	03-025	Revised Deposit, Fee, and Charge Schedule: Section L, Assessment Fee Reimbursement Policy
30	02-25-03	03-029	Revised Section 408 and the Deposit, Fee, and Charge Schedule to remove Table 4-1, Schedule of Average Day Gallonage, and replace it with the Sewer Connection Fee Table
31	04-14-03	03-045	Revised Section 114.01a and Section 415.04a to reflect addition of authority to General Manager to waive late fee/termination of service due to hardship caused by Military Service
32	05-25-04	04-061	Complete Update of Rules and Regulations and Deposit, Fee, and Charge Schedule
33	04-26-11	11-018	Chapter 1 and Related Exhibits (1-9)
34	12-27-12	12-057	Chapter 3 and Related Exhibits (11-16)

## **TABLE OF CONTENTS**

	<b><u>PAGE NO.</u></b>
TITLE PAGE	i
REVISION PAGE	ii, iii
TABLE OF CONTENTS	iv

### **SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT RULES AND REGULATIONS**

CHAPTER I : GENERAL PROVISIONS	1.1 - 1.21
CHAPTER II : SEWER SYSTEM USE	2.1 - 2.13
CHAPTER III : WATER SYSTEM USE	3.1 - 3.36
CHAPTER IV : CONNECTIONS, FEES, PERMITS, AND BILLINGS	4.1 - 4.8
CHAPTER V : WATER AND SEWER DESIGN CRITERIA	5.1 - 5.6
CHAPTER VI : WATER AND SANITARY SEWER CONSTRUCTION PROCEDURES	6.1 - 6.5
CHAPTER VII : CONTRACTOR'S LICENSE, CONTRACTOR'S INSURANCE AND INDEMNIFICATION	7.1 - 7.7
EXHIBITS	
DEPOSIT, FEE, AND CHARGE SCHEDULE	

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER I

GENERAL PROVISIONS

- 101 DISTRICT ORGANIZATION PURPOSE
- 102 PURPOSE OF REGULATIONS
- 103 GOVERNING REGULATIONS
- 104 DEFINITIONS
- 105 PROVISION OF WATER AND/OR SANITARY SEWER SERVICE BY OTHERS
- 106 GUARANTEE OF CAPACITY
- 107 CONSTRUCTION AND TRANSFER OF SYSTEM COMPONENTS
- 108 SEPARATION OF SYSTEMS
- 109 ACCESS TO METER/REMOTE
- 110 ACCESS TO PROPERTY
- 111 GENERAL TERMS
- 112 CHARGES FOR DAMAGES TO WATER AND/OR SANITARY SEWER SYSTEMS
- 113 APPLICATION FOR WATER AND/OR SANITARY SEWER SERVICE
- 114 WATER AND/OR SANITARY SEWER SERVICE TERMINATION POLICY
- 115 RESTORING SERVICE
- 116 DISCONNECTION FROM DISTRICT'S WATER SYSTEM TO RETURN TO  
EXISTING WELL
- 117 RECONNECTION TO DISTRICT'S WATER SYSTEM AFTER RETURNING TO  
EXISTING WELL
- 118 AMENDMENTS, CHANGES
- 119 NOTICE
  
- 120 - 198 RESERVED
  
- 199 PENALTY

- 101** **DISTRICT ORGANIZATION PURPOSE:** The Southwest Licking Community Water and Sewer District is organized in accordance with Chapter 6119, Ohio Revised Code for the purpose to:
- 101.01** Supply water to users within and without the District.
- 101.02** Provide for the collection, treatment, and disposal of waste water within and without the District.
- 102** **PURPOSE OF REGULATIONS:** To regulate water service and sanitary sewer service within the jurisdiction of the Southwest Licking Community Water and Sewer District.
- 103** **GOVERNING REGULATIONS:** In the event of any conflict between these Regulations and the requirements of the Ohio Environmental Protection Agency (OEPA), 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** **Act:** The Federal Water Pollution Control Act, as amended by the Clean Water Act and the Water Quality Act of 1987 (33 U.S.C. 1251 et. seq.).
- 104.02** **Applicable Pretreatment Standard:** Any pretreatment standard or requirement (federal, state, and/or local) with which users are required to comply.
- 104.03** **Biochemical Oxygen Demand (BOD<sub>5</sub>):** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in parts per million (ppm) or milligrams per liter (mg/l) by weight.
- 104.04** **Biodegradable:** Any material that is easily amenable to breakdown to less complex compounds by biologic process present in the District sanitary sewer system. The District shall determine whether a material is biodegradable if such determination is required.
- 104.05** **Billing Address:** The address at which the customer contractually liable for utility services furnished to a service address receives billings from the District. Billing addresses may, but need not, be the address at which said services are received.
- 104.06** **Building:** Any structure, or part of a building or structure, whether or not constructed for human habitation.
- 104.07** **Carbonaceous Biochemical Oxygen Demand (CBOD<sub>5</sub>):** The quantity of oxygen utilized in the biochemical oxidation of organic matter, not including nitrification, under standard laboratory procedure in five (5) days at 20°C, expressed in parts per million (ppm) or milligrams per liter (mg/l) by weight, determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater.
- 104.08** **Categorical Pretreatment Standard:** Same as “National Categorical Pretreatment Standard”.
- 104.09** **Combined Sewer:** Any drain or sewer designed to convey both sewage and storm water.
- 104.10** **Commercial Use:** The use of water and sanitary sewer services in connection with normal business activities only (i.e., offices, restaurants, retail stores, service stations, etc.); and not to include industrial/manufacturing process wastes.

- 104.11 Conditional Acceptance:** Acceptance by the District on a conditional basis of the water and/or sanitary sewer facilities constructed by a developer or other person as defined herein who has constructed facilities to be transferred to the District. Acceptance will remain in a conditional status until the District finally accepts the facilities. Connections cannot be made to such facilities and services will not be provided by the District through such facilities until conditional acceptance by the District has occurred.
- 104.12 Connection:** The installing of a service line from private property to the District's water distribution lines and/or sanitary collection sewers.
- 104.13 Consumer:** Any person who is the ultimate user of water and/or sanitary sewer utility services provided by the District.
- 104.14 Consumer Benefited Unit:** Any service address in which the customer who is contractually liable for utility services furnished that address does not reside.
- 104.15 Cooling Water:** The water discharged from an air conditioning, condensation, cooling, refrigeration, or other system, but free from odor or oil, and containing no polluting substances which could produce BOD<sub>5</sub> or suspended solids each in excess of ten milligrams per liter (10 mg/l).
- 104.16 Cost:** The expenditures made by the District for engineering, labor, material, motor vehicles, supervision, tools, and any other expenditures incidental 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, operation, maintenance, and repair of water and/or sanitary sewer systems.
- 104.17 Curb Stop:** The valve which connects the customer's service line to the District's water system.
- 104.18 Customer:** Any person who receives water and/or sanitary sewer services from the District, as well as any property owner whose property is benefited by the availability of water and/or sanitary sewer services to his or her property, including but not limited to any person who enters into a contractual agreement with the District to receive or to pay for utility services provided by the District. Customers may, but need not, be consumers of the services provided under such a contractual agreement.
- 104.19 Customer Benefited Unit:** Any service address in which the customer contractually liable for utility services furnished that address resides.
- 104.20 Debt Elimination Fee:** That portion of the monthly sanitary sewer service charge which is used for the sole purpose of retiring the indebtedness of the District's waste water system.
- 104.21 Developer:** Any corporation, firm or person that presumes to excavate or fill, build structures or otherwise improve a specific parcel or tract of land.
- 104.22 Development:** The improvement of a parcel or tract of land.
- 104.23 Direct Billing Agreement:** An agreement between the property owner and the District, authorizing the District to mail monthly billing statements to the tenants occupying the service address and to accept payment for those monthly charges from said tenants. The District shall notify the property owner of any delinquency or termination action if the tenant fails to make prompt payment. The property owner is responsible for payment, penalties, and/or assessments against the property if payments remain unpaid. (See Exhibit 1)

- 104.24 Distribution Lines or Mains:** The waterlines owned by the District for distributing potable water to service lines for use by the consumer.
- 104.25 District:** The Southwest Licking Community Water and Sewer District, as established by the Court of Common Pleas of Licking County, Ohio, its Board of Trustees, and its authorized representatives.
- 104.26 District System:** That portion of a system of water lines, sanitary sewers, treatment facilities, and associated equipment and materials which is owned by the District.
- 104.27 Domestic Use:** The use of water and/or sanitary sewer services in connection with normal household activities only.
- 104.28 Drought Management Plan:** A comprehensive program which enables communities to deal with drought conditions and a periodic depletion of their water source.
- 104.29 Easement:** An acquired legal right for the specific use of land owned by others.
- 104.30 Environmental Control Facility:** Same as “Waste Water Treatment Facility or System”.
- 104.31 Equivalent Single Family Unit (ESFU):** One single residential unit or its equivalent.
- 104.32 Final Acceptance:** Acceptance by the District, on a final basis, of the water and/or sanitary sewer facilities constructed by a developer or other person as defined herein who has constructed facilities to be transferred to the District. Final acceptance occurs when all contingencies required by the District’s Development Agreement and these Rules and Regulations have been met, and when the District Board of Trustees passes a Resolution to finally accept the facilities.
- 104.33 Governmental:** Any consumer or customer whose offices or facilities are used for the purposes of administering public policy and/or services, controlling and/or governing whether at a federal, state or local level.
- 104.34 Improvements:** Any addition to the natural state of land which increases its utility or value including buildings, landscaping, paved parking areas, public utilities, sanitary sewers, storm sewers, water mains, street pavements with or without curbs, crosswalks, gutters, lighting, and/or sidewalks, 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.
- 104.35 Industrial:** Of, pertaining to, or derived from industry.
- 104.36 Industrial/Manufacturing Process Wastes:** The gaseous, liquid or solid wastes resulting from any process of business, industry, manufacturing, trade or from the development, processing or recovery of any natural resource which will pollute any water it enters. As distinct from normal domestic sewage.
- 104.37 Industrial User or Commercial User:** A customer that discharges non-domestic sewage to the wastewater collection system and/or environmental control facility and is not classified as a Significant Industrial User.



- 104.38 Institutional:** Any consumer or customer whose facilities or offices are used for the purposes of an established foundation or organization dedicated to public service (i.e., churches, hospitals, nursing homes, schools, etc.).
- 104.39 Interference:** A discharge which, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the District sanitary sewer system, its treatment processes or operations, or its sludge processes, use or disposal; and, (2) therefore is a cause of a violation of any requirement of the District NPDES Permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal.
- 104.40 Manufactured Home:** A manufactured home is a building unit or assembly of closed construction that is made in an off-site facility and that is constructed in accordance with federal HUD requirements, with a permanent label or tag attached to it certifying compliance with all federal construction and safety standards, whether or not such manufactured home is permanently sited as defined under Ohio law. Each manufactured home is treated as one (1) ESFU for purposes of calculating connection fees and usage charges for District services.
- 104.41 Master Meter:** A meter through which water consumption is measured by the District, and then distributed to multiple users who are billed for their consumption by an entity other than the District.
- 104.42 May:** “May” is permissive.
- 104.43 Meter Interface Unit (MIU):** Same as “Remote” (See 104.66).
- 104.44 Metered Sanitary Sewer Charge:** The monthly charge to District customers for use of the District sanitary sewer system based on their monthly metered water consumption.
- 104.45 Metered Water Charge:** The monthly charge to District customers for their metered consumption of potable water provided to them by the District water system.
- 104.46 mg/l:** milligrams per liter
- 104.47 National Categorical Pretreatment Standard:** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of industrial users.
- 104.48 Natural Outlet:** Any outlet in a ditch, lake, pond, watercourse or other body of ground or surface water.
- 104.49 Non-Domestic Use:** All uses other than domestic use.
- 104.50 Normal Domestic Sewage:** All wastes similar in the characteristics of BOD<sub>5</sub>, pH, and suspended solids to that of normal residential sewage.
- 104.51 NPDES Permit:** A permit issued by the Environmental Protection Agency under the National Pollution Discharge Elimination System that establishes limitations for discharge of waste waters to the waters of the United States pursuant to Section 402 of FR 92-500 and its amendments.
- 104.52 Oils and Greases:** Those materials extractable from an acidified sample by “freon”, or other acceptable solvent, in accordance with approved laboratory procedures.
- 104.53 Operation, Maintenance, and Repair (OM&R):** Activities and related expenses necessary to ensure the maximum useful life of the water and sanitary sewer systems.

- 104.54 Organic:** Containing carbon compounds or produced in living organisms.
- 104.55 Owner:** All associations, corporations, individuals, partnerships or political subdivisions holding any interest or title in any easements, interests, and/or rights in any real property served or which may be served by a District system.
- 104.56 Parcel:** A specific part of a larger acreage of land.
- 104.57 Person:** Any association, company, firm, group, individual, partnership, public or private corporation or society whether a property owner or a contractor.
- 104.58 pH:** The expression of both acidity and alkalinity on a scale whose values run from zero (0) to fourteen (14) with seven (7) representing neutrality; numbers less than seven (7) indicate increasing acidity, and numbers greater than seven (7) increasing alkalinity.
- 104.59 Plat:** A plan of a parcel or tract 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.
- 104.60 Pollution:** The placing of any deleterious or noxious substances in any waters within the District or affecting the properties of any waters of the state 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 agricultural purposes, domestic water supply, industrial/manufacturing purposes or recreation.
- 104.61 Potable Water:** Water treated for human consumption; satisfactory for drinking, culinary, and domestic purpose and meets the requirements of the EPA. Non-potable water is not meant for human consumption; it is not safe for drinking, culinary or personal use.
- 104.62 ppm:** parts per million
- 104.63 Premises:** A tract of land, platted or unplatted.
- 104.64 Pretreatment:** The treatment of sewage from commercial or industrial/ manufacturing sources prior to introduction into a District sanitary sewer system.
- 104.65 Reconnection Charge:** The charge to any customer of the District water and/or sanitary sewer system for returning to District service after disconnecting from District service. This fee shall be separate from any previous "Termination Charge" (See 104. 88) and shall be for the administrative and operational costs incurred by the District to re-establish a customer account for service, including but not limited to the cost of the meter and remote, a fee for the installation of the of the meter and remote, and a fee for the inspection of the new service line.
- 104.66 Remote:** The external meter interface unit (MIU) used to obtain the reading of the internal water meter.
- 104.67 Replacement:** The act, or process, of being replaced; substitution. The construction and/or substitution of new equipment and/or materials for similar equipment and/or materials for the purposes of continuing its original intended function or use.
- 104.68 Residential:** Of, pertaining to or having living accommodations.
- 104.69 Sanitary Sewer:** A sewer which collects and carries liquid and water-carried wastes from commercial buildings, industrial plants, institutions, and residences, and to which ground, storm, and surface waters are not legally admitted.

- 104.70 Sanitary Sewer Service Charge:** The charge to all customers of the District system for having sanitary sewer service available, while not being connected to it.
- 104.71 Sanitary Sewer System:** The waste water facilities or system. The District sanitary sewer system shall be that part of the waste water system owned, operated, and maintained by the District.
- 104.72 Service:** Providing a property owner potable water and/or disposal of waste water without regard to the extent of use made thereof. The availability of potable water is called "water service". The availability of waste water disposal is called "sanitary sewer service".
- 104.73 Service Address:** Any individual address at which water and/or sanitary sewer utility services are furnished a consumer or customer benefited unit. The singular may include the plural. Most service addresses will be individually metered. However, in some buildings one meter may supply more than one benefited unit. In such circumstances, each individual benefited unit is a separate service address as that term is used herein. In any case, where one meter supplies more than one benefited unit, the customer shall be the owner, or legally authorized agent of the owner, of the premises.
- 104.74 Service Line:** The line owned by the lot or parcel owner that extends from a District system over the owner's lot or parcel. Normally the water service line begins at the curb stop (valve) and the sanitary sewer service line begins at the property line.
- 104.75 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 (parts per million) BOD<sub>5</sub> and 200 ppm (parts per million) suspended solids.
- 104.76 Sewer:** A conduit or pipe for conveying ground water, industrial/manufacturing process waste water, non-polluted water, sewage or storm water.
- 104.77 Sewerage Works:** A system of sewers used to convey sewage.
- 104.78 Shall:** "Shall" is mandatory.
- 104.79 Significant Industrial User (SIU):** Includes the following: (1) all industrial users subject to National Categorical Pretreatment Standard or (2) any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the District system; contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the District's Environmental Control Facility; or has a reasonable potential, in the opinion of the General Manager, to adversely affect the District's operation or for violating any pretreatment standard or requirement.
- 104.80 Sludge:** Any solid, semi-solid or liquid waste generated by a wastewater treatment plant, water supply treatment plant or air pollution control facility or any other waste having similar characteristics and effects.
- 104.81 Slug load:** Any pollutant, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration, which will cause interference with or pass through the District sanitary sewer system.
- 104.82 Storm Drain or Storm Sewer:** A drain or sewer which carries drainage or storm and surface waters, but that excludes sewage and polluted commercial and industrial/manufacturing wastes.

- 104.83 Storm Drainage System or Drainage System:** All ditches, facilities, natural watercourses, outlets, sewers, streams, structures, swales or waterways which carry cooling water, ground water, storm water, subsurface drainage water, surface water or unpolluted industrial process water.
- 104.84 Storm Water:** Any water that is not commercial, domestic or industrial/manufacturing waste in nature; including, but not limited to, cooling water, drainage water, ground water, subsurface drainage water, and/or unpolluted industrial/manufacturing process water.
- 104.85 Suspended Solids (SS):** Solids that either float on the surface of, or are suspended in, water, sewage or other liquid, and which are removable by laboratory filtering.
- 104.86 System Components:** All booster stations, buildings, fittings, fixtures, lift stations, manholes, pipes, pits, service lines, storage tanks and towers, valves, and water or sanitary sewer lines and appurtenances thereto, which are a part of or connect to the District water system and/or sanitary sewer system.
- 104.87 Tenant/Landlord Dispute:** In the event a consumer, who is a tenant and resides in a dwelling unit owned by a customer, who is the property owner and responsible for payment of monthly service charges, receives a termination notice due to non-payment for services by the property owner, he/she may sign a Tenant/Landlord Dispute Notice and agree to assume responsibility for payment for services rendered by the District until such time that the District is notified in writing that the dispute has been resolved. (See Exhibit 2)
- 104.88 Termination Charge:** The charge to any customer of the District system for being disconnected from District service due to nonpayment. This fee shall be for the administrative and operational costs incurred by the District to disconnect service.
- 104.89 Toxic:** Being capable of adversely affecting any organism upon assimilation or exposure.
- 104.90 Tract:** An expanse of land.
- 104.91 Unmetered Sanitary Sewer Charge:** The monthly charge for use of the District sanitary sewer system to customers who receive their potable water from an entity other than the District water system.
- 104.92 User Charge:** That portion of the monthly rate which is used for payment of operation, maintenance, and repair costs of the water and/or sanitary sewer systems.
- 104.93 User Classifications:** The designation assigned to each customer of the water and/or sanitary sewer system. The user classifications are: commercial, governmental, industrial - heavy or light, institutional, manufactured housing, and residential.
- 104.94 Waste:** Superfluous, unneeded or useless matter which is discarded; such as ashes, garbage, process by-product or sewage.
- 104.95 Waste Water:** Any water containing industrial waste, sewage or other contaminants or pollutants derived from the prior use of such water.
- 104.96 Waste Water Facilities or System:** The facilities for the purpose of cooling, disposing of, holding, neutralizing, segregating, stabilizing, and/or treating waste water including, without limiting the generality of the foregoing, facilities for the treatment and disposal of industrial waste or sewage 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.

- 104.97 Watercourse:** A channel in which a flow of water occurs, either continuously or intermittently.
- 104.98 Waterline:** A conduit or pipe used to distribute water to the customer's premises.
- 104.99 Water System:** All of the facilities acquired for distributing, pumping, supplying, and treating water. The District water system shall be that part of the water system owned, operated, and maintained by the District.
- 104.100 Water Treatment Plant:** Any arrangement of devices and structures used for treating water to a potable condition.
- 105 PROVISION OF WATER AND/OR SANITARY SEWER SERVICE BY OTHERS:** All water and waste water facilities, including but not limited to, fixtures, plants, water and sanitary sewer lines, and all appurtenances thereto, and located within the District shall be constructed and installed only in accordance with plans and specifications by such contractors, materialmen, and suppliers as are approved by the District, and no person, political subdivision or public or private organization shall have authority to approve, construct or install such lines without the expressed written consent and approval of the District.
- 106 GUARANTEE OF CAPACITY:** The District does not guarantee water and/or sanitary sewer service capacity to any person as defined herein for any purpose, whether such purpose be residential, commercial or industrial/manufacturing. Nothing in these Rules and Regulations or other written document of the District shall be construed to constitute an expressed or implied guarantee of the availability of water and/or sanitary sewer services to any property in any amount, or of the intent of the District to provide the same.
- 107 CONSTRUCTION AND TRANSFER OF SYSTEM COMPONENTS:**
- 107.01 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 systems shall bear all the costs incidental to the construction and installation of the water and sanitary sewer system components. Said construction and installation shall be done in accordance with these Regulations as they currently exist or as they may be amended from time to time.
- 107.02 Provision for Extension of Systems:** Any property owner or developer wishing to improve a lot, parcel or tract of ground and wishing to extend the existing water and/or sanitary sewer facilities to obtain service from the District's systems, shall be required to construct the extended facilities as directed by the District and at the owner's or developer's expense.
- 107.03 Conveyance of Systems Components by Owner or Developer:**
- (a) Prior to the time that the District begins to render water and/or sanitary sewer service to any owner or developer of property, the owner or developer shall convey to the District, without additional consideration from the District, all of the system components and easements which are or are caused to be acquired, constructed or installed by the owner or developer and which are reasonably required in order for the District to provide water and/or sanitary sewer service to the owner's or developer's property, except that the owner or developer shall not convey the part of the service lines from the right-of-way (or curb box) to the building that connects the individual buildings or dwellings to the water lines and/or sanitary sewer lines or mains.

- (b) All personal property conveyed pursuant to this Regulation for water and/or sanitary sewer facilities and service shall be conveyed by an owner or developer to the District by duly executed Bill of Sale after Final Acceptance is achieved 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 of real estate taxes and assessments and any easements, restrictions, conditions, covenants, and encroachments which would not prohibit or unreasonably interfere with the installation, operation, maintenance, and repair of one or more sanitary sewer lines or mains or water lines and those defects which the District is willing to waive.
- (c) At the time of conveyance described in this Regulation, the owner or developer shall assign to the District all obligations or warranties, whether expressed or implied, created by contract or by law, by contractors, manufacturers, and vendors of the personal property comprising the water and/or sanitary sewer systems within the owner's or developer's property, to the extent the same may be assignable. The owner or developer agrees that it will fully cooperate with the District in enforcing any warranties given by or claimed against all contractors, manufacturers, and vendors of the personal property so conveyed, provided that any costs or expenses in connection therewith shall be borne by the District. The owner or developer will not knowingly waive any such warranties which it obtains.

108 **SEPARATION OF SYSTEMS:** All water, drainage, and sanitary sewer systems are separate and distinct systems. No person shall connect any two systems together in any manner that could cause waste water to enter the water or drainage systems. All water systems shall be protected in all locations and at all times from the back flow, gravity flow, pressure flow or siphoning of waste water or drainage water into any part of the water system, regardless of whether any portion of the water system has a positive or negative pressure applied to it. (See **Backflow Prevention Policy, Section 312**)

109 **ACCESS TO METER/REMOTE:** No obstructions shall be created by any person which shall prevent such District representative from inspecting, maintaining, and reading meters and/or remotes. Obstructions shall include, but not be limited to, physical structures or fences being erected over or around meters or pits, locked fences and/or gates, dogs, or the presence of any other barrier preventing the District from managing and protecting its systems. If such obstructions exist or are created, the District may request in writing the removal of said obstruction, but retains the authority to, without permission of the property owner, relocate meters, remotes or other parts of its systems that are or may be obstructed. Such relocation shall be done at the property owner's expense. The District may also request in writing the removal of any barriers, but retains the authority to, without permission of the property owner, remove any barriers during said relocation.

110 **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, maintaining, and reading meters and/or remotes, for inspection of separation of systems and discharge of impermissible storm water, sewage or waste, and/or for the purpose of measuring, sampling or testing in accordance with the provision of these Regulations, and for any actions associated with protection of the District's systems.

111 **GENERAL TERMS:**

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

- 111.02** The District undertakes to use reasonable care and diligence to provide adequate water and sanitary sewer service. The District shall not be liable for a deficiency or failure, regardless of cause, in the supply of water and/or sanitary sewer service or for any damage therefrom, or for the breaking or bursting of any main or service lines or for any damage caused thereby, or for failure of electrical power supply or 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.
- 111.03** When application is made to the District for water and/or sanitary sewer service, or for the reinstatement of water and/or sanitary sewer service, the District shall be entitled to assume that the fixtures and piping 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 water and/or sanitary sewer service to faulty fixtures or piping, or improperly operated fixtures or piping.
- 111.04** The District shall have the sole right to review and, if necessary, revise the size and type of construction materials and methods, and location of service lines and connections necessary to provide the service for which application has been made.
- 111.05** Operating control of all District water and sanitary 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.
- 111.06** The District shall be notified by the owner of any change of ownership for any premise being served by the District. Such notice shall require the completion of an Application for Service (See Exhibit 3).
- 111.07** At such time as the District is notified of a change in ownership, the District shall schedule a final read and confirm new account information.
- 111.08** The liabilities and responsibilities for proper use of, and payment for, the water and/or sanitary sewer service is the obligation of the owner of the premises being served unless approved otherwise by the District in writing.
- 111.09** If someone other than a licensed attorney acting on behalf of the customer requests discussion of a customer's account or billing issue with the District staff, General Manager or Board of Trustees, that customer must submit to the District in writing a signed and notarized document naming the representative and giving permission to District personnel to discuss that customer's account with the named representative. All meetings must be conducted in the presence of the customer.

**112**     **CHARGES FOR DAMAGES TO WATER AND/OR SANITARY SEWER SYSTEMS:**

- 112.01** When any person causes damage to, or an obstruction of, or any other impairment to any part of the District water and/or sanitary sewer system or the treatment process, the District may levy a charge against the owner from whose premises the damage originated, or against the person responsible for causing the damage, or both. The charges shall be for the cost of the work required to clear and/or repair the part of the water and/or sanitary sewer system or reestablish the treatment process affected by said damage. In addition, the District may charge the owner or the responsible party, or both, for its expenses in identifying the damage to or obstruction of its system, and for its incidental expenses in collecting such charges, including reasonable attorney's fees. The District may add such charges to the usual services charges, surcharges, and fees of the owner from whose premises the damages originated or may bill the person responsible for causing the damage. Failure to pay the bill within thirty (30) days of its receipt shall subject the person to the provision of **Section 199** of these Rules and Regulations, as well as all legal remedies available to the District under the law.

**112.02 Malicious Mischief:** No person shall maliciously, negligently or willfully break, cover, damage, deface, destroy or tamper with any part of the water and/or sanitary sewer systems.

**113 APPLICATION FOR WATER AND/OR SANITARY SEWER SERVICE:** When a new customer contacts the District to establish water and/or sanitary sewer service in his/her name, an Application for Service (**See Exhibit 3**) and/or a Direct Billing Agreement (**See Exhibit 1**) shall be completed and signed. If the application is for a new connection to the District's water and/or sanitary sewer system, the application shall be reviewed by the General Manager prior to the issuance of a permit in order to verify the District's ability to serve said property.

Every applicant for water and/or sanitary sewer service whose application is denied shall be advised of that denial by delivery to them of a completed Denial of Service Form (**See Exhibit 4**). Delivery shall be made in person, or by ordinary mail, to the address listed on the application within a reasonable time after receipt by the District of the application. Five (5) business days shall generally constitute a reasonable time. Persons whose applications are denied shall have all rights to a hearing as set forth in these Rules and Regulations (**See Sections 114.08 and 114.09**).

- (a) The only grounds for which an application for water and/or sanitary sewer can be denied are:
- (1) The premises requesting service cannot, by reasonable and conventional methods, be provided water and/or sanitary sewer service by the District; or
  - (2) The premises requesting service requires specified repairs or extensions before water and/or sanitary sewer service can be provided safely; or
  - (3) The applicant owes the District an outstanding bill for prior water and/or sanitary sewer service on an account established in the applicant's name. However, no application can be denied for this reason if the applicant tenders payment for the prior account.
- (b) No application for water and/or sanitary sewer service may be delayed or denied because of the credit worthiness of or any bill owed by any person other than the applicant, including but not limited to the owner of the premises to be served, the applicant's landlord, or other person who lives or may live at the premises to be served. However, this does not apply to service to any address in which resides a customer obligated for payment of current or previous accounts for District water and sanitary sewer service to said service address.

**114 WATER AND/OR SANITARY SEWER SERVICE TERMINATION POLICY:** No termination of service shall occur except in compliance with these rules.

**114.01** Water and/or sanitary sewer service to consumer or customer benefited units may be terminated by the District only for the following reasons:

- (a) Non-payment by the customer for water and/or sanitary sewer service to the service address affected;
- (b) Emergencies and repairs;
- (c) At customer request, provided that any termination to be done at a customer's request shall be done only in compliance with the procedures set forth below in Voluntary Termination of Service (**See Section 114.05**);
- (d) Meter tampering, theft of service or fraud;
- (e) Violation of the applicable governmental Plumbing Code;



- (f) Condemnation; finding that the premises are unfit for human habitation as determined by the Licking County Health Department and have been vacated;
- (g) Abandonment of the premises;
- (h) Refusal to permit the District to have access to the premises to read the meter or to inspect water and/or sanitary sewer equipment.

**114.02** Unless the notice requirement is dispensed with (**See Section 114.04**), termination of service may not occur without proper notice (**See Section 114.03**) and adequate opportunity for the hearing process before termination.

**114.03** **Notice Procedures:** Unless the notice requirement is dispensed with (**See Section 114.04**), written notice of proposed termination of service must be sent by the District at least fifteen (15) days prior to the date proposed for termination. Notices regarding water termination may be sent by regular mail; however, notices regarding certification to a customer's property taxes of delinquent water and/or sanitary sewer service charges shall be sent by certified mail. The certified mail postage fee charged by the U.S. Post Office shall be added to the customer's account balance. The date of the notice shall be the date of mailing, and a dated electronic copy of any notice sent shall be retained in the District's business records. Notices shall clearly and conspicuously advise each recipient of each of the following facts:

- (a) Identifying information, including the service address to be affected, the account number, the customer's and/or consumer's name and address, and the identity of the District and the address of its Administrative Office;
- (b) The date proposed for termination if the account is not paid, or hearing requested, or a separate account established;
- (c) The reason for the proposed termination, including (if applicable) the amount claimed to be due; the location and hours at which payment in person can be made; and the minimum payment which is necessary to avoid termination;
- (d) A notice that any individual consumer of water and/or sanitary sewer services may avoid termination by assuming responsibility for payment of future charges, if that individual consumer does not owe an outstanding bill to the District for an account established in that consumer's name, or if any such bill is paid or satisfactory payment arrangements are made at that time;
- (e) A notice that a consumer or customer of water and/or sanitary sewer services has the right to a hearing to contest the reasons for the proposed termination, and that if a hearing is requested prior to the proposed termination date, termination will not take place until the hearing process is completed;
- (f) The address, telephone number, and hours during which the District may be contacted to request a hearing, explore payment alternatives or special consideration in hardship cases, or to assume responsibility for future utility charges. This information will appear in all capital letters at the bottom of the notice, after the words, "FINAL NOTICE - IF YOU HAVE ANY QUESTION OR DISPUTE ABOUT THIS BILL CALL [insert information]." The notices attached hereto as **Exhibit 5 – 1 of 2 and 2 of 2** satisfy these requirements.
- (g) In the event any service address that would be affected by termination is a consumer benefited unit, notice of termination of service, in this form and manner, must be delivered to each service address so affected, in addition to delivery to the customer.

**114.04 Emergencies and Repairs:**

- (a) Termination of service may occur without prior notice if emergency circumstances involve imminent danger to persons or property, including a break in a water and/or sanitary sewer service line. In cases where the General Manager of the District or his designee determines there is a threat of contamination of the public water supply or a threat to the public health, termination will be immediate, until all hazards are eliminated.
- (1) If the loss of water and/or sanitary sewer service results from a line break or other emergency circumstances, and is expected to, or does, last for more than four (4) hours, the District shall give notice to service addresses affected by such loss of service by requesting the local radio media to publicize the loss of service, the reason for it, and the expected date and time by which the District expects to restore service.
- (2) Alternatively, the District may give notice by either of the following:
- hand delivery of doorhangers, if a small affected area can be notified in a reasonable amount of time
  - posting a notice of the loss of service on the District website
- (b) Prior notice through local media and/or hand delivery shall be given by the District where water and/or sanitary sewer service shall be lost for more than eight (8) hours as a result of routine or scheduled maintenance, so that consumers of water and/or sanitary sewer service may plan accordingly. If the loss of service is anticipated to be for a period of less than eight (8) hours, notification shall be handled the same as an emergency termination as outlined above (**See Section 114.04(a)**).
- (c) If water and/or sanitary sewer service must be temporarily suspended on a non-emergency basis for the purpose of repairs within the service address, a Voluntary Termination Request (**See Exhibit 6**) must be completed in writing by the customer contractually obligated to pay for service at the address.
- (d) If any service address that would be affected by suspension is a consumer benefited unit, suspension for repair shall not be processed unless either:
- (1) in addition to the customer, the request is also signed by an adult consumer residing at each service address that would be affected by suspension with proper identification before a District employee, either at the District Office or at the service address; or
- (2) the applicant for the suspension certifies that the service address will be unoccupied during the suspension and that no consumer will be affected and provides the District with a copy of a written notice that has been provided to the occupant of each affected service address at least 24 hours before the suspension notifying the occupants of the proposed suspension.

- (e) If the suspension request is not signed by an adult consumer residing at each address that would be affected by the suspension, the District employee who suspends service shall visit each affected service address and verify that it is vacant. Verification shall be made by conducting and documenting a reasonable investigation which may include a thorough inspection of the interior of the premises. Documentation of the reasonable investigation must affirmatively state whether the employee found the affected premises to be vacant and the facts observed by the employee which support that conclusion, together with any facts that tend to indicate that the premises might still be occupied. The customer requesting the suspension must grant access to the premises to the District employee for the purpose of conducting said investigation at the time of suspension.
- (f) A copy of the suspension request shall be retained in the District's business records. The District shall restore service suspended for the purpose of non-emergency repair upon the demand of the customer or owner or of an adult consumer residing at any service address so affected.

**114.05 Voluntary Termination of Service:** The terms "termination" or "terminate", as they are used in this Section, refer to the actual termination of water and/or sanitary sewer service to any service address at the request of the customer. All requests for voluntary termination shall be made to the District in writing on a Voluntary Termination Request (**See Exhibit 6**) by the customer contractually obligated to pay charges incurred at each service address affected by the termination.

- (a) If the customer requesting termination states on the Voluntary Termination Form that any affected service address is occupied, the termination will not occur until the Voluntary Termination Form is also signed at the District Office or at the service address by an adult consumer actually residing at each affected service address. Each such consumer shall provide proper identification to a District employee at the time the form is signed.
- (b) If the customer requesting termination states on the Voluntary Termination Form that all affected service addresses are vacant, but the District records reveal that any affected service address is different from the billing address, or there is any other reason to believe the termination may affect water and/or sanitary sewer service to a benefited unit other than, or in addition to, the customer's benefited unit, termination will not occur until a Notice of Voluntary Termination indicating the date on which the termination will occur is delivered to each affected service address at least ten (10) days prior to termination.
- (c) Whenever a Notice of Voluntary Termination is required to be sent by this Section, termination will not occur until the District employee assigned to perform the termination personally visits each affected service address and verifies that it is vacant. Verification shall be made by conducting and documenting a reasonable investigation which includes a thorough inspection of the interior of the premises. Documentation of the reasonable investigation must affirmatively state whether the employee found the affected premises to be vacant and the facts observed by the employee which support that conclusion, together with any facts that tend to indicate that the premises might still be occupied. The customer requesting the termination must grant access to the premises to the District employee for the purpose of conducting said investigation at the time of termination.
- (d) District employee notations as to this reasonable investigation, and all request forms and/or Notices executed under this provision, shall be retained as included in or attached to the District's Work Order.
- (e) The District shall restore service immediately upon demand of any adult consumer of water and/or sanitary sewer service at any service address so affected, without charge, if this voluntary termination provision was not complied with, or if the District's verification of vacancy was in error.

**114.06 Termination Procedures:** Except for emergency terminations pursuant to **Section 114.04**, terminations of water and/or sanitary sewer service shall not occur on any day which precedes a holiday or weekend, or any other day on which all services necessary to restore service are not available.

- (a) All terminations of service shall be documented by a Termination Tag (See **Exhibit 7**) which shall clearly and conspicuously advise the occupant of:
  - (1) the date and time of the termination;
  - (2) the reason for termination;
  - (3) the location and hours of the office at which payment can be made to obtain restoration;
  - (4) the address, telephone number, and hours during which the District may be contacted to discuss restoration of service;
  - (5) a consumer's ability to file a Tenant/Landlord Dispute (See **Exhibit 2**) and obtain utility service in their own name, if service was terminated due to non-payment of utility charges and if the consumer does not owe an outstanding bill to the District; and
  - (6) a consumer's or customer's right to a hearing to contest termination or a refusal to restore service, although that request will not now postpone termination unless it can be established that the Final Notice Before Termination was not mailed.
- (b) The District employee terminating the service shall post the Termination Tag in a prominent place at the entry to each service address affected by termination.
- (c) Inspectors are not permitted to accept any funds on behalf on the District. All fees and charges must be paid in person at the District Office at 69 Zellers Lane, Pataskala, Ohio.

**114.07 Payment Plans Prior to Shut-Off:** A customer may avoid termination of their service by contacting the billing department prior to the proposed termination date and requesting a payment plan (See **Exhibit 8 – 1 of 2 and 2 of 2**). The payment plan can be processed provided the customer:

- (a) has not already had two (2) payment plans; and,
- (b) is the property owner.

Payment plans are for a maximum of six (6) months. The account balance is divided by six (6) to determine the payment plan payment amounts. One-sixth (1/6th) is to be paid at the time the payment plan is signed and notarized. Payment plans will eliminate the future accrual of the 10% late charge fee provided:

- (a) payment plan payments are paid on or before the stated monthly payment due date; and,
- (b) the current monthly bill is also paid on or before the stated monthly payment due date.

If the customer defaults on the payment plan, the termination of service shall proceed without additional notification.

**114.08 Hearing Procedures:** Should a dispute or question arise regarding an application, bill, payment, termination, and/or maintenance of water and/or sanitary sewer service, it should be directed to a District Billing Clerk. If a Billing Clerk is unable to answer the question or resolve the dispute to the satisfaction of the consumer/customer, the Clerk shall advise the consumer/customer of his/her right to a hearing before the District's General Manager. If the question or dispute arises via written correspondence, the Billing Clerk shall include the following statement notifying the consumer/customer of his/her rights:

“Pursuant to Section 114.09 of The Southwest Licking Community Water and Sewer District Rules and Regulations, if your matter has not satisfactorily been resolved, a hearing may be requested before the District's General Manager. Such request must be made in a timely fashion to the District.”

If the Billing Clerk receives an oral request for a hearing, he/she will reduce the request to writing and forward it to the General Manager.

Upon receipt of a request for a hearing the General Manager may attempt to informally resolve the issue. If an informal resolution is not reached or attempted, the District's Legal Counsel shall be notified of the request for a hearing and such hearing shall be scheduled. A letter shall be sent by certified mail to the consumer/customer advising him/her of the date, time, and place of the scheduled hearing. A file copy shall be retained with certified receipts attached.

**114.09 The Hearing:** Consumers or customers of utility service who wish to contest a District decision, billing, denial of service or a proposed termination of utility services shall be afforded a due process opportunity to contest the District's decision, billing, denial of service or proposed termination of utility services, prior to termination of service. Due process shall include the right to a face-to-face meeting with the District General Manager at which time the person appealing may have the assistance of a representative in accordance with **Section 111.09** and may present documentary and oral information for consideration. Persons appealing shall be entitled to reasonable access to District business records concerning the affected service address in order to prepare for the meeting, including the right to obtain copies of documents upon payment of the actual cost of copying as established in the District's **Deposit, Fee, and Charge Schedule**.

- (a) The General Manager of the District is empowered, when good cause is shown, to approve applications for service, compromise and adjust billings, negotiate, defer and compromise disputes as to payment demands, and to cancel termination and/or order restoration. The General Manager shall strive to make reasonable arrangements to provide water and/or sanitary sewer service, arrange reasonable alternate methods of payment, or reasonable security for payment in order to preserve utility service, and shall supply and maintain residential utility service without discrimination.
- (b) Due process hearings shall be held within a reasonable time after receipt by the District of a verbal or written request. Five (5) business days shall generally constitute a reasonable time. The District shall grant a consumer's or customer's request for a continuance of the hearing for a period not to exceed ten (10) business days.
- (c) If the customer's service has been shut-off prior to their request for a hearing, service will remain off until the conclusion of the hearing process which shall proceed as above.
- (d) If the customer does not attend the scheduled hearing, the termination shall proceed without additional notification.

**114.10 Non-discrimination Against Consumers:** If termination of service is proposed, or if termination has taken place, due to a customer's non-payment of service charges for a consumer benefited unit, an adult consumer of water and/or sanitary sewer services in said benefited unit shall have the right to avoid termination or obtain restoration of services if the consumer pays the current month's charges, assumes responsibility for timely payment of future charges for service provided the benefited unit at the service address, and completes Tenant/Landlord Dispute (See Exhibit 2). Consumer assumption does not relieve the customer of contractual liability for charges incurred. The assumption obligation shall terminate upon the delivery to the District of notification canceling that assumption signed by the consumer who assumed the obligation and by the customer. If the outstanding charges which caused the proposed termination are still outstanding, the District may proceed to terminate service without further notice.

- (a) This section does not apply to any customer concerning any service address in which resides the customer obligated for payment of the account for that service address. However, in circumstances in which one meter serves more than one service address, consumer benefited units will not be penalized in any way, or denied the benefit of this provision, because the defaulting customer's benefited unit might also benefit from a continuation or restoration of service.

**115 RESTORING SERVICE:** If water and/or sanitary sewer service has been terminated or suspended, service shall not be restored unless a responsible adult is present in the home at the time of restoration or a Reconnection Disclaimer ( See Exhibit 9 ) has been signed by a responsible adult residing at the service address to be reconnected.

**115.01** The District shall restore service suspended for the purpose of emergency repairs once all hazards are eliminated, without charge.

**115.02** The District shall restore service suspended for the purpose of non-emergency repairs upon the demand of the customer or owner or of an adult consumer residing at any service address so affected without charge.

**115.03** In the event the District failed to comply with the procedures set forth in these Rules and Regulations, or if the District's verification of vacancy was in error, the District will restore service upon demand of any adult consumer of water and/or sanitary sewer service at the service address so affected without charge.

**115.04** In the case of a properly executed involuntary termination for non-payment of charges, the customer has two (2) options to make payment and have their service restored.

- (a) Option 1: Pay the Termination Charge and make payment in full on their account.

Personal checks for payment on delinquent accounts may not be accepted. However, if the customer pays by a personal check and the check is returned to the District for non-collection of funds, the returned check fee as established in the District's **Deposit, Fee, and Charge Schedule**, will be added to the account balance and termination of service will proceed on the delinquent account without additional notification.

- (b) Option 2: Pay the Termination Charge and set up a payment plan for the balance on the account.

If the customer requests a payment plan, the payment plan can be processed provided the customer:

- (1) has not already had two (2) payment plans; and,

(2) is the property owner.

Payment plans are for a maximum of six (6) months. The account balance is divided by six (6) to determine the payment plan payment amounts. One-sixth (1/6th) shall be paid at the time the Payment Plan Agreement is signed and notarized (See Exhibit 8 – 1 of 2). Payment plans will eliminate the accrual of the 10% late charge fee provided:

- (1) payment plan payments are paid on or before the stated monthly payment due date; and
- (2) the current monthly billing amount is also paid on or before the stated monthly payment due date.

If a customer defaults on a payment plan, the shut off shall proceed without additional notification.

If the payment plan includes water service charges for which sanitary sewer service charges have been abated in accordance with the District's Leak Adjustment Policy (See Section 418 and Exhibit 8 – 2 of 2) and a customer defaults on the payment plan, the shut off shall proceed without additional notice and the abated sanitary sewer service charges shall be reversed and applicable late fees shall be assessed to the account.

- 115.05 In compliance with these Rules and Regulations, in the case of proper termination of service to a consumer benefited unit where the customer has retained responsibility for payment for service, a consumer may obtain restoration of service if he/she pays the current month's charges, completes a Tenant/Landlord Dispute (See Exhibit 2), and assumes responsibility for the timely payment of future charges for service. Payment of the Termination Charge shall remain the responsibility of the customer originally responsible for the payment for service. If outstanding charges for service and/or the Termination Charge remain unpaid upon notification by the consumer that he/she is vacating the property, the District may proceed to terminate service without further notice.
- 115.06 The General Manager of the District is empowered to order restoration when good cause is otherwise shown.

116 **DISCONNECTION FROM DISTRICT'S WATER SYSTEM TO RETURN TO AN EXISTING WELL:** The purpose of this section is to provide a method for a property owner to disconnect from the District's water system to return to their existing well.

- 116.01 The District must receive a written request from the property owner to disconnect from the District's water system.
- 116.02 The property owner must receive written approval from the County Health Department stating the existing well is safe for reconnection and provide a copy of that approval to the District.
- 116.03 The service line from the structure to the District's mainline must be excavated and removed.
- 116.04 The disconnection and service line excavation must be inspected by a representative of the District. An inspection fee as determined in the **Deposit, Fee, and Charge Schedule** must be paid at the time the inspection is scheduled.
- 116.05 The District inspector will remove the meter, remote, and shut off the service.
- 116.06 The inspection of the disconnection must be scheduled with the District Office forty-eight (48) hours prior to the disconnection.

116.07 The District's Rules and Regulations must be adhered to in all respects.

117 **RECONNECTION TO THE DISTRICT'S WATER SYSTEM AFTER RETURNING TO AN EXISTING WELL:** The purpose of this section is to provide a method for a property owner to reconnect to the District's water system after returning to their existing well.

117.01 The property owner must obtain a permit, provide all required information, and follow all requirements for connection to the District water system.

117.02 A Reconnection Charge as determined in the **Deposit, Fee, and Charge Schedule** must be paid at the time the permit is obtained. This fee shall include a reconnection fee, the cost of the meter and remote, a fee for the installation of the of the meter and remote, and a fee for the inspection of the new service line.

117.03 A new service line shall be installed at the expense of the property owner.

117.04 The new service line and reconnection must be inspected by a representative of the District.

117.05 The inspection of the reconnection must be scheduled with the District Office forty-eight (48) hours prior to the reconnection.

117.06 The District's Rules and Regulations must be adhered to in all respects.

118 **AMENDMENTS, CHANGES:** The District reserves the right at any time to alter, amend or add to these Regulations.

119 **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 known address of the person causing the violation or hand delivered by an authorized representative of the District.

120 - 198 **RESERVED**

199 **PENALTY**

(a) Any person who violates any provision of these Regulations, or District directives pursuant to these Regulations, shall be served by the District with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations. Any person who continues any violation beyond the time limit provided for herein shall be fined not more than one hundred dollars (\$100.00) for each violation, unless a different or greater penalty is defined in the District's **Deposit, Fee and Charge Schedule**. A separate offense shall be deemed committed each day during or on which an offense occurs or continues.

(b) Any person who violates any of the provisions of these Regulations, or District directives pursuant to these Regulations, shall become liable to the District for any damage, expense, or loss occasioned by the District due to such violation.



- (c) Any person who violates any of the provisions of these Regulations, or District directives pursuant to these Regulations, may be denied future permits to connect to District service lines, for so long as the violation continues.
- (d) An express or implied waiver by the District of a single or multiple violations of these Regulations does not and shall not be deemed to constitute a waiver of subsequent violations of these Regulations.

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER II

SEWER SYSTEM USE

201	PURPOSE
202	SCOPE
203	GOVERNING REGULATIONS
204	DEFINITIONS
205	PROHIBITED DISCHARGES
206	STORM WATER AND OBSTRUCTIONS PROHIBITED IN SANITARY SEWERS
207	CONNECTION WITH DISTRICT'S SANITARY SEWER SYSTEM REQUIRED
208	ACCEPTABILITY OR UNACCEPTABILITY OF DISCHARGE
209	COMMERCIAL/INDUSTRIAL USERS
210	SIGNIFICANT INDUSTRIAL USERS
211	RECORDS RETENTION
212	CHARGES AND FEES
213	PROTECTION FROM ACCIDENTAL DISCHARGE
214	ENFORCEMENT
215	PENALTIES
216 - 298	RESERVED
299	PENALTY

**201** **PURPOSE:** The purpose of this chapter is to set forth uniform requirements for discharges into the District's waste water collection and treatment system and enable the District to protect public health and safety in conformance with all applicable local, state, and federal laws related thereto.

The objectives of this section are as follows:

- (a) to establish uniform requirements for direct and indirect contributors into the waste water collection and treatment system.
- (b) to prevent the introductions of pollutants into the District's waste water system which will interfere with the normal operation of the system, and pollutants which cannot be adequately treated and pass through the system into receiving waters or the atmosphere.
- (c) to improve the opportunity to recycle and reclaim waste water and sludge.
- (d) to ensure worker health and safety.

**202** **SCOPE:** To establish the discharge criteria for the waste water collection and treatment system, 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 other chapters of these Regulations, 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 deleterious material to any part of the District sanitary sewer system. Such deleterious materials include, but are not limited to, any solid, liquid, vapor, substance, or waste which:

- (a) is capable of causing obstruction to the flow in sewers, or otherwise interferes with the proper operation of the waste water system; including, but not limited to, feathers, fur, glass, grease, metal, plastic, rags, shavings, straw, tar, wax, wood, or etc.
- (b) is capable of creating a fire or explosion hazard; including, but not limited to, wastestreams with a closed cup flashpoint of less than 140°F (60°C) using the test method specified in 40 CFR 261.21.
- (c) is capable of inhibiting biological activity through excessive heat in the waste water treatment process, and in any case, waste water that will cause a temperature at the introduction which exceeds 104°F (40°C).
- (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 of all wastes must be neutralized to within 5.5 to 9.5 pH.
- (e) contains over 10 mg/l of readily biodegradable oils and/or grease which may become solid or viscous within the sanitary sewer system.

- (f) is toxic or poisonous in sufficient quantities or rate of flow to be injurious, to interfere with any treatment process, to constitute a hazard to life and limb of personnel engaged in inspection, maintenance, and operation of the sanitary sewer 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.)
- (g) 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 treating thereof.
- (h) is incompatible with the waste water treatment process or inhibits the performance of the treatment process at the District waste water treatment facility.
- (i) 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 interferes with the reclamation process.
- (j) can cause a nuisance or air pollution, or prevent the effective maintenance or operation of the sanitary sewer system by the release of toxic or malodorous gases, or toxic or malodorous gas producing substances.
- (k) unless approved by the District, prior to discharge contains sewage in a strength in excess of 200 ppm BOD and/or 200 ppm SS (See Section 213.02).
- (l) contains objectionable color not removed in the treatment process; including, but not limited to, dyes and tanning solutions.
- (m) contains any slug load.
- (n) contains petroleum oil, nonbiodegradable cuffing oil or products of mineral oil origin in amounts that will cause interference or pass through the District's sanitary sewer system.
- (o) contains any trucked or hauled pollutants; including, but not limited to, septage and industrial waste, except at locations and times designated by the District.

(p) is in excess of the state and federal regulatory agency's limitations or the the following listed concentrations, whichever is the most stringent.

<u>Substance or Material</u>	<u>Allowable Discharge mg/l</u>	<u>Maximum Daily Allowable Mass lbs/day</u>
Arsenic	0.5	1.7
Barium	1.0	N/A
CBOD <sub>5</sub>	200.0	N/A
Cadmium	0.3	0.4
Chloride	1000.0	N/A
Chromium - Hexavalant	0.5	1.5
- Total	2.0	4.3
Copper	0.5	3.3
Cyanide	0.5	1.7
Iron	50.0	800.0
Lead	0.5	1.7
Manganese	5.0	N/A
Mercury	0.01	0.07
Nickel	2.0	4.3
Oil & Grease	10.0	N/A
Phenol	1.0	N/A
Selenium	0.1	0.15
Silver	0.05	4.4
Zinc	1.0	2.1

**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 **Section 205.01** above.

**205.03** A discharge at or below the allowable concentration as established under **Section 205.01** shall be defined as acceptable. A discharge in excess of the allowable concentration as established under **Section 205.01** and/or does not meet Ohio EPA or federal categorical standards shall be defined as unacceptable and the ability to obtain service from the District shall be determined under **Section 208**.

**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 cooling water, ground water, roof water runoff, storm water, surface water, subsurface drainage water, or unpolluted industrial/manufacturing 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** with knowledge thereof, causing or permitting to exist, whether from a tree or other vegetation on such property, a root obstruction in a sanitary sewer line of the District.

**206.04** As used herein, knowledge shall be presumed upon service of written notice as stipulated in **Section 119**.

**207** **CONNECTION WITH DISTRICT'S SANITARY SEWER SYSTEM REQUIRED:** The owner of any real property located within the Southwest Licking Community Water and Sewer District is required to connect to the District sanitary sewer system as stated herein, pursuant to O.R.C. 6119.06(z), so as to prevent or abate pollution and protect the health and property of persons in the District. No household sewage disposal system shall be installed, maintained or operated on any property accessible to a sanitary sewer system. Whenever a sanitary sewer system becomes accessible to the property, a household sewage disposal system shall be abandoned and the house sewer directly connected to the sewerage system.

**207.01** **New Construction:** The owner of real property shall, prior to the commencement of any new construction or grading on the property, inform the District of the owner's intent to engage in construction activities on the property, including, but not limited to, the construction of:

- (a) Single family residence(s);
- (b) Multi-family residence(s);
- (c) Office, commercial, manufacturing or industrial buildings;
- (d) Recreational facilities; or
- (e) Any other type of building or structure not falling within the classifications noted above.

The owner shall also show the District's General Manager, or his/her designee, a copy of the building plan for the property. If the General Manager, or designee, determines that the property is accessible to the District's sanitary sewer system, the owner shall be required to obtain a permit to connect to the District's sanitary sewer system and pay all associated fees prior to the commencement of construction. The owner shall be required to construct at his/her own cost and expense all lines, equipment, and appurtenances necessary to connect to the District's sanitary sewer facilities in compliance with these Regulations.

**207.02** **Existing Buildings:** The owner of real property shall connect any existing structure or building that contains plumbing fixtures to the District's sanitary sewer system in accordance with these Regulations, provided the District has determined that such structure or building is accessible to the District's sanitary sewer system. The owner shall pay all associated fees to the District prior to making the connection.

**207.03** **Expansion of Existing Facilities:** When the owner of real property intends to enlarge or expand the existing use of the property, either by constructing additional buildings or structures or enlarging existing buildings or structures, the owner must comply with all requirements of these Regulations, including but not limited to **Section 207.01**. Following the District's review of the building plan as required under **Section 207.01**, the owner shall proceed with construction of the new or expanded building or structure so that it shall be connected with the District's sanitary sewer system, provided the District has determined that it is accessible to the system. The owner shall pay any and all fees, as established in the District's **Deposit, Fee, and Charge Schedule**, associated with the expansion of the property.

**208** **ACCEPTABILITY OR UNACCEPTABILITY OF DISCHARGE:** The District shall determine the acceptability or unacceptability of any discharges to the sanitary sewer system in accordance with **Section 205**.

**208.01** Upon determination that an existing or proposed discharge is unacceptable, the District shall in its sole discretion do one (1) or more of the following:

- (a) refuse sanitary 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 sanitary 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 of a surcharge for excessive concentrations of suspended solids, CBOD<sub>5</sub>, ammonia or oil and grease as identified in **Section 205.01**.
- (d) approve discharge concentrations in excess of those listed in **Section 205.01** after a wasteload allocation evaluation has been performed by the District.

**208.02** When pretreatment is to be used, the District shall determine the classification of the user as one of the following:

- (a) Industrial User or Commercial User
- (b) Significant Industrial User

**209** **INDUSTRIAL USER OR COMMERCIAL USER:**

**209.01** A non-domestic user that does not qualify as a Significant Industrial User as determined by the District shall be classified as an Industrial User or Commercial User. The District shall require the following for Industrial Users or Commercial Users:

- (a) the submission of detailed plans, specifications, and sufficient design information to allow proper evaluation of proposed pretreatment facilities for approval prior to construction. It remains the responsibility of the person submitting or causing the submission of the information to assure compliance with all discharge limitations.
- (b) that the design of the pretreatment device be based upon the lowering of pollutant concentrations to meet the allowable discharges in **Section 205.01**.
- (c) 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.

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

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

**209.04** The Health Department and District shall each inspect the installation to assure conformance with all local and state regulations.

**209.05** Where installed, all grease, oil, and sand interceptors shall be maintained by the owner, at his/her expense, in continuously effective operation. All interceptors shall at a minimum be cleaned out every six (6) months. Evidence of said cleanings shall be submitted to the District for review.

**209.06** Submission of periodic operating data may be required by the District for other pretreatment devices.

**210** **SIGNIFICANT INDUSTRIAL USERS (SIU):**

**210.01** **Waste Water Discharge Permit Application:**

- (a) It shall be unlawful to discharge industrial wastes to the District system without first making application for, receiving, and complying with requirements stipulated in a Waste Water Discharge Permit issued by the Ohio EPA.
- (b) All Significant Industrial Users (SIU), and other users, as may be required by the District, shall submit an Application to Discharge (**See Exhibit 10 – 1 of 2 and 2 of 2**) to the District and the Ohio EPA at least ninety (90) days prior to connecting to or discharging to the District system. All existing SIUs connected to or discharging to the District, and which have not previously applied for a Discharge Permit, shall make application to the District and the Ohio EPA for a Discharge Permit within ninety (90) days of the effective date of this regulation. All SIU's shall complete the Application to Discharge. This application shall include the following:
  - (1) Name and address of applicant.
  - (2) A list of any environmental control permits held by the facility.
  - (3) A description of operations, including the nature, rate of production, and Standard Industrial Classification (SIC) of the operation(s). This description shall include a schematic process diagram, which indicates the point(s) of discharge to the District.
  - (4) Measured average daily and maximum flows of regulated process wastestreams and other nonregulated wastestreams.



- (5) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics a minimum of four (4) grab samples must be analyzed. For all other pollutants a minimum of one (1) 24-hour flow proportional composite sample must be obtained. Samples should be taken immediately downstream of pretreatment facilities, if such exist, or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operations.
- (6) Raw materials utilized and their amounts.
- (7) Type and amount of product produced. For SIUs subject to equivalent mass or concentration limits established by the District and the Ohio EPA, this report shall include a reasonable measure of the user's long term production rate. For SIUs subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.
- (8) Where additional pretreatment and/or operation and maintenance activities will be required by an existing user to comply with this Chapter, the discharger shall provide a declaration of the shortest schedule by which the discharger will provide such additional pretreatment.
- (9) A certification statement must be signed by an authorized representative of the SIU verifying the above data is correct as specified in 40 CFR 403.6(a)(2)(i).

**210.02 Waste Water Discharge Permit Conditions:**

- (a) Pretreatment Discharge Permits shall be issued by the Ohio EPA with copies provided to the District. Waste water discharge permits shall be subject to all provisions of this Chapter and any other applicable regulations, user charges, and fees established by the District. Permits shall contain the following specific conditions:
  - (1) Statement of duration including issuance and expiration dates.
  - (2) Limits on average and maximum allowable levels of waste water discharge constituents and characteristics.
  - (3) Limits on average and maximum rate and time of discharge or requirements for flow regulation or equalization.
  - (4) Requirements for installation and maintenance of inspection and sampling facilities and equipment.
  - (5) Specifications for monitoring programs, which may include sampling locations, frequency of sampling, number, types and standards for tests, and reporting requirements.
  - (6) Schedules for attaining compliance.
  - (7) Requirements for submission of technical reports or discharge reports.
  - (8) Requirements for developing and implementing spill and slug control plans.
  - (9) Applicable charges and fees.
  - (10) Other conditions as deemed necessary by the Ohio EPA and/or the District to ensure compliance with this Chapter.

- (b) Waste water discharge permits are issued to a specific industrial discharger for a specific operation. A waste water discharge permit shall not be reassigned, transferred or sold to a new owner, industrial discharger or different premises without written consent from the Ohio EPA and the District.

**210.03 Compliance Reports:**

- (a) Any SIU subject to Categorical Pretreatment Standards shall submit a report indicating whether the user has achieved compliance with these standards. A copy of the Ohio EPA report shall be submitted to the District within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a new source discharger, within ninety (90) days following commencement of the introduction of wastewater into the District. The following information shall be included:
  - (1) Measured average daily and maximum flows of regulated process streams and other nonregulated streams.
  - (2) Results of sampling and analysis of regulated pollutants from each regulated process. For pH, cyanide, total phenols, oil and grease, sulfide, and volatile pollutants a minimum of one (1) 24-hour flow proportional composite sample must be obtained. Samples should be taken immediately downstream of pretreatment facilities, if such exist, or immediately downstream of regulated processes if no pretreatment facilities exist. The samples shall be representative of the daily operations.
  - (3) For SIUs subject to equivalent mass or concentration limits established by the District, this report shall include a reasonable measure of the user's long term production rate. For SIUs subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.
  - (4) A statement indicating whether pretreatment standards are being met on a consistent basis, and if not, a statement indicating whether additional pretreatment or operation and maintenance will be required to meet the pretreatment standards. Where additional pretreatment and/or operation and maintenance activities will be required to comply with this Chapter, the discharger shall provide a declaration of the shortest schedule by which the discharger will provide such additional pretreatment.
  - (5) The certification statement signed by an authorized representative of the discharger as defined in 40 CFR 403.6(a)(2)(9i).

- (b) All SIUs shall submit periodic compliance reports indicating the nature and concentration of pollutants in their discharge. The frequency of monitoring and reporting shall be as prescribed in the SIU's Discharge Permit.

If sampling performed by any SIU indicates a violation, the user shall notify the District within 24 hours of knowledge of the violation. The user shall repeat the sampling and analysis and submit the results within thirty (30) days after knowledge of the violation. Results of sampling above the minimum required shall also be reported if analysis were conducted according to methodology in **Section 210.03(c)**.

These reports shall include the certification statement and shall be signed by an authorized representative of the discharger.

- (c) All measurements, tests, and analyses shall be performed in accordance with procedures contained in 40 CFR 136 and amendments thereto. Where 40 CFR 136 does not include sampling or analytical techniques for the regulated pollutant(s), alternative procedures shall be approved by the District. All measurements, tests, and analyses of the characteristics of waste water performed by a SIU shall be at the user's expense.
- (d) All reports required under this Section shall include the certification statement as set forth in 40 CFR 403.6(a)(2)(ii) and shall be signed by:
- (1) a president, vice-president, secretary or treasurer of a corporation, or
  - (2) a general partner or proprietor if the SIU is a partnership or sole proprietorship respectively, or
  - (3) a duly authorized representative of the above if the authorization is previously made in writing to the Ohio EPA

**210.04 Compliance Schedules:** When in the opinion of the District, it becomes necessary for SIUs to install technology or provide additional operation and maintenance (O&M) to meet any condition of these regulations or applicable administrative order, the District shall require the development of the shortest schedule by which the SIU will provide this additional technology or O&M. The schedule shall not exceed three (3) years total time.

- (a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events. Under no circumstances shall any increment exceed nine (9) months
- (b) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the SIU shall submit a progress report to the District including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with the increment of progress, the reason for delay, and the steps being taken to return to the schedule established.

**210.05 Monitoring Facilities:** Each SIU, as directed by the District and the Ohio EPA shall install and operate, at the user's expense, a monitoring facility to allow inspection, sampling, and flow measurement of each sanitary sewer discharge to the District. Each monitoring facility shall be situated on the discharger's premises. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis.

The monitoring facility shall have an inspection and sampling manhole or structure with an opening of no less than 24 inches in diameter and an internal diameter of no less than 48 inches and shall contain such flow measuring, recording, and sampling equipment as may be required by the District to ensure compliance with this Chapter. The facility and sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the discharger. All monitoring facilities shall be constructed and maintained in accordance with applicable local construction standards and specifications.

**210.06 Inspecting and Sampling:** The discharger shall allow the District and the Ohio EPA or his/her representative to enter upon the premises of the discharger during any reasonable hour for the purposes of inspection, sampling, and records examination and copying to determine compliance with the requirements of this Chapter. Where the industry has security measures in place which require proper identification and clearance before entry, the discharger shall make necessary arrangements so that the District and the Ohio EPA or their representatives will be permitted entry without delay. The District and Ohio EPA shall have the right to set up on the discharger's property necessary devices to conduct sampling, inspection, compliance monitoring, metering operations or all of these.

**211 RECORDS RETENTION:** All SIUs shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence, and any and all summaries thereof, relating to monitoring, sampling, and chemical analyses made by or on behalf of a SIU in connection with its discharge. All records which pertain to materials which are subject to administrative adjustment or any other enforcement or litigation activities brought by the District pursuant hereto shall be retained and preserved by the discharger until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

**212 CHARGES AND FEES:**

**212.01** The District may impose charges and fees on pretreatment users, which may include:

- (a) charges and fees for monitoring, inspections, maintenance, and surveillance procedures; including, but not limited to, all costs associated with sampling and analyses necessary for the protection of the District waste water system.
- (b) charges and fees for permit applications.
- (c) charges and fees for legal costs associated with filing appeals.
- (d) charges and fees for reviewing accidental discharge incidents and their associated investigations and analyses.
- (e) charges and fees for reviewing plans for the construction of new or modified facilities relating to this Chapter.

**212.02 Surcharges:** All persons discharging sewage or industrial wastes exceeding strengths of normal sewage, as identified in **Section 205.01**, but acceptable for discharge into the District's system in accordance with **Section 208**, shall be subject to a monthly surcharge determined on the basis of the following parameters:

- (a) "Normal Sewage" means sewage with a daily average of not more than 200 ppm of suspended solids (SS), 200 ppm of CBOD<sub>5</sub>, 20 ppm of ammonia, and 10 ppm of oil and grease (O&G).
- (b) When the total SS, five (5) day biochemical oxygen demand (BOD<sub>5</sub>), ammonia (NH<sub>3</sub>), or oil and grease (O&G) exceeds the values of these constituents of normal sewage, the excess concentrations shall be subject to a surcharge as established in the District's **Deposit, Fee, and Charge Schedule**.

The flow figure used for calculating the pounds of excess pollutant will be, either a metered waste water flow, a metered water usage or an agreed upon alternative flow.

- (c) Any surcharge assessed for excess pollutants shall be in addition to normal charges and shall not relieve the discharger of liability of inhibition, pass through or damage caused by such discharge.

**213** **PROTECTION FROM ACCIDENTAL DISCHARGE:** Each property owner and resident of the District shall provide protection from accidental discharge to the sanitary 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 or other appropriate procedures to assure the prevention of discharge into the sanitary 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. 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 the sanitary sewer system of prohibited materials, substances or waste in order to enable countermeasures to be taken to minimize damage to the sanitary sewer system and/or the receiving waters. Such notification will not relieve the responsible person of liability for any consequential expense, loss or damage to the sanitary sewer system or the receiving waters' ecology. Failure to immediately notify the District upon knowledge of such prohibited discharge shall subject the responsible person to the remedies allowed by law.

**214** **ENFORCEMENT:**

**214.01** **Notification of Violation:** Whenever the District finds that any discharger has violated any provision of this Chapter or the Discharge Permit issued by the Ohio EPA, the District shall serve written notice to the user stating the nature of the alleged violation and report the incident to the Ohio EPA. No later than ten (10) days after the receipt date of this notice, the user shall respond in writing with an explanation of the violation and a plan for the satisfactory correction and prevention thereof. Submission of this plan in no way relieves the user of the liability for any violations occurring before or after receipt of the Notice of Violation.

- 214.02 Show Cause Hearing:** Where any violation of this Chapter is not corrected by timely compliance, the District may terminate services in accordance with Section 114.
- 214.03 Compliance Orders:** When the District finds that an SIU has violated or continues to violate this Chapter or its Discharge Permit, the District may issue an order to the SIU responsible for the discharge directing that, following a specified time period, sanitary sewer service shall be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed and are properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.
- 214.04 Emergency Suspension of Service and Discharge Permits:** The District may, for good cause shown, suspend the waste water treatment service of a discharger when it appears to the District that an actual or threatened discharge presents or threatens an imminent or substantial danger to the health or welfare of persons, substantial danger to the environment or interferes with the operation of the District. Any discharger notified of the suspension of the District's waste water treatment service or the Discharge Permit (as revoked by the Ohio EPA), shall immediately cease all discharge. In the event of a user's failure to immediately comply voluntarily with the suspension order, the District shall make such steps as deemed necessary, including immediately severing or plugging of the sanitary sewer connection.
- 214.05 Revocation of Permit:** The Ohio EPA may revoke the Discharge Permit and treatment services of any discharger, which violates any condition of this Chapter, its permit or an order of the District or court of competent jurisdiction.

**215 PENALTIES:**

- 215.01 Recovery of Costs Incurred by the District:** Any discharge by an SIU violating any provision of their Discharge Permit as issued by the Ohio EPA which results in damage or impairment of the District's waste water treatment system or which results in excessive costs of treatment shall be liable to the District for any consequential and direct expenses, loss or damage caused by such violating discharge. The District shall bill the SIU for the costs incurred as a result of the discharge.

**216 - 298 RESERVED**

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

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER III

WATER SYSTEM USE

- 301 PURPOSE
- 302 SCOPE
- 303 GOVERNING REGULATIONS
- 304 DEFINITIONS
- 305 PROHIBITED USE
- 306 PROTECTION FROM ACCIDENTAL  
CONTAMINATION OR DAMAGE
- 307 UNAUTHORIZED ACTIVITIES
- 308 WATER METERS
- 309 OBSTRUCTIONS PROHIBITED IN WATERLINES
- 310 CONNECTION WITH DISTRICT'S WATER SYSTEM REQUIRED
- 311 TEMPORARY WATER SERVICE
- 312 BACKFLOW PREVENTION
- 313 BULK WATER POLICY
- 314 FILLING OF SWIMMING POOLS
- 315 SOD/SEEDING LAWN WATERING POLICY
- 316 DROUGHT MANAGEMENT PLAN
- 317 WELLFIELD PROTECTION REGULATIONS
  
- 318 - 398 RESERVED
  
- 399 PENALTY

- 301 **PURPOSE:** To regulate the use of the water system owned and operated by the District.
- 302 **SCOPE:** To establish the criteria for the use of the water system.
- 303 **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.
- 304 **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.
- 305 **PROHIBITED USE:** No person shall connect any pipe line or conduit which directly or indirectly connects the District water system to any, but not limited to:
- 305.01 pipe, waterline or conduit containing, or intended to contain, any liquid or material that would be or could be injurious to the owner's or any person's health or welfare, injurious to the water system, or contaminate the water provided by the District.
  - 305.02 private well system or other private source of water, or any system of liquid conveyance such as sewers, drains or tiles.
  - 305.03 natural outlet or watercourse, or any devices therein.
  - 305.04 pool, spa, or hot tub, or any devices therein, without District approved backflow protection.
  - 305.05 system that serves buildings other than the buildings for which the tap permit was obtained.
- 306 **PROTECTION FROM ACCIDENTAL CONTAMINATION OR DAMAGE:** Each person shall protect that portion of the water system on their premises or that which they are using from damage or contamination. Each person must comply with the District's Backflow Prevention Policy as defined in **Section 312**. Any person in charge of or responsible for a process, use or activity that causes or produces damage, or adds compounds, elements or materials to the water, or otherwise contaminates the water in the District water system shall immediately notify the District. Such notification shall not relieve the responsible person of liability for any consequential expense, loss or damage to the water system, or injury or disease to person(s) using the water service.
- 307 **UNAUTHORIZED ACTIVITIES:**
- 307.01 No person shall cause, permit or add any material additives or compounds to the water provided by the District without obtaining prior District approval.
  - 307.02 No changes, alterations or extension of any fire system shall be made without first securing a permit from the District. Application for the same shall be made in the same manner and under the same condition for a new connection.
  - 307.03 No addition to, or alteration of any taps, pipe, water-cock or other fixtures, shall be made or cause to be made by persons having water and/or sanitary sewer except by permit obtained from the District.



**307.04** No plumber shall, after making any connection with the service pipes, or after making repairs or putting in any new attachments, leave the curb-stop open and the water on in the premises without permission from the District. Any plumber leaving water turned on without permission from the District shall be required to pay for all water used.

**308** **WATER METERS AND MIUs:** The water meters and MIUs are the property of the District and may be changed, maintained, and altered solely at District discretion. Upon notification by a customer of a suspected faulty or inaccurate meter/MIU, the District shall perform an inspection and repair or replace the meter/MIU if determined necessary. If the District finds no inaccuracy with the meter/MIU and the customer requests independent testing, the meter/MIU will be replaced with a new unit. The replaced meter/MIU will be tested by an independent facility and, if it is accurate within the manufacturer's limits, the District may assess a replacement charge. A suspected inaccuracy or faulty meter is not grounds for non-payment of a bill.

**309** **OBSTRUCTIONS PROHIBITED IN WATERLINES:** All property owners are prohibited from installing, causing to be installed, or with knowledge thereof, permitting to exist a tap pipe or different line or other obstruction which protrudes into or otherwise obstructs a waterline of the District. As used herein, knowledge shall be presumed upon service of written notice as stipulated in **Section 119**.

**310** **CONNECTION WITH DISTRICT'S WATER SYSTEM REQUIRED:** The owner of any real property located within the District may be required to connect to the District water system as stated herein, pursuant to O.R.C. 6119.06(z), so as to prevent or abate pollution and protect the health and property of persons in the District.

**310.01** **New Construction:** The owner of real property shall, prior to the commencement of any new construction or grading on the property, inform the District of the owner's intent to engage in construction activities on the property, including, but not limited to, the construction of:

- (a) Single family residence(s);
- (b) Multi-family residence(s);
- (c) Office, commercial, manufacturing or industrial buildings;
- (d) Recreational facilities; or
- (e) Any other type of building or structure not falling within the classifications noted above.

The owner shall also show the District's General Manager, or his/her designee, a copy of the site plan for the property. If the District determines that the property is accessible to a District water line, the owner may be required to obtain a permit to connect to the District's water line and pay all associated fees prior to the commencement of construction. The owner shall be required to construct at his/her own cost and expense all lines, equipment or machinery necessary to connect into the District's water line in compliance with these Regulations.

**310.02** **Existing Buildings:** The owner of real property shall connect any existing structure or building that contains plumbing fixtures to the District's water system in accordance with these Regulations, provided the District has determined that such structure or building is accessible to the District's water system. The owner shall pay all associated fees to the District prior to making the connection. The owner shall complete the connection of his/her structure or building to the District's water system by the connection deadline listed on the official notice from the District requiring the connection.

**310.03 Expansion of Existing Facilities:** When the owner of real property intends to enlarge or expand the existing use of the property, either by constructing additional buildings or structures or enlarging existing buildings or structures, the owner must comply with all requirements of these Regulations, including but not limited to **Section 310.01** above. Following the District's review of the plan as required under **Section 310.01**, the owner shall proceed with construction of the new or expanded building or structure so that it shall be connected to the District's water system, provided the District has determined that it is accessible to the system. The owner shall pay any and all fees associated with the expanded or additional use of the property, including but not limited to additional connection fees. The fees shall be calculated based upon the District's **Deposit, Fee, and Charge Schedule**.

**311 TEMPORARY WATER SERVICE:** The District does not offer temporary water service, except at the discretion of the General Manager or his/her designee.

**312 BACKFLOW PREVENTION:**

**312.01** The purpose of this Section of these Rules and Regulations is:

- (a) to protect the public potable water supply from contamination or pollution by isolating within the consumer's water system contaminants or pollutants which could backflow through the service connection into the public potable water system.
- (b) to promote the elimination or control of existing cross-connections, actual or potential, between the public or consumer's potable water system and non-potable water systems, plumbing fixtures and sources or systems containing process fluids.
- (c) to provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of the public and consumer's potable water system.

**312.02** These Rules and Regulations shall apply to all premises served by the public potable water system of the District.

**312.03** The following definitions shall apply in the interpretation and enforcement of Chapter III of these Rules and Regulations:

- (a) **Air Gap Separation:** the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood level rim of the receptacle.
- (b) **Approved Backflow Prevention Device:** a backflow prevention device or method that has been accepted by the supplier of water and the General Manager as suitable for the proposed use.

- (c) **Auxiliary Water Supply**: any water system on or available to the premises other than the public water system and includes the water supplied by the auxiliary system. These auxiliary waters may include water from another source such as wells, lakes, or streams, or process fluids, or used water. They may or may not be polluted or contaminated or objectionable or constitute a water source or system over which the supplier of water does not have control.
- (d) **Backflow**: the flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable water supply from any source other than the intended source of the potable water supply.
- (e) **Backflow Prevention Device**: any device, method, or type of construction to prevent backflow into a potable water system.
- (f) **Consumer**: the owner or person in control of any premises supplied by or in any manner connected to a public water system.
- (g) **Consumer's Water System**: any water system, located on the consumer's premises, supplied by or in any manner connected to a public water system. A household plumbing system is considered to be a consumer's water system.
- (h) **Contamination**: an impairment of the quality of the water by sewage or process fluid or waste to a degree which could create an actual hazard to the public health through poisoning or through spread of disease by exposure.
- (i) **Cross-connection**: any arrangement whereby backflow can occur.
- (j) **Degree of Hazard**: the potential risk to health and the adverse effect upon the potable water system derived from an evaluation of that potential.
- (k) **Double Check Valve Assembly**: an assembly composed of two single, independently acting check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water-tightness of each check valve.
- (l) **General Manager**: the person designated by the Board of Trustees to be responsible for, but not limited to, coordinating, supervising, and directing all activities of the District, conducting and controlling District affairs, operating, maintaining, and repairing the District water and sanitary sewer systems; all in accordance with federal, state, and local laws and resolutions and directions of the Board of Trustees.
- (m) **Health Hazard**: any condition, device or practice in a water system or its operation that creates, or may create, a danger to the health and well-being of users. The word "severe" as used to qualify "health hazard" means a hazard to the health of the user that could reasonably be expected to result in significant morbidity or death.
- (n) **Interchangeable Connection**: an arrangement or device that will allow alternate, but not simultaneous, use of two sources of water.
- (o) **Non-potable Water**: water not safe for drinking, personal or culinary use.

- (p) **Person**: any individual, partnership, political subdivision, private or public corporation, state, or other legal entity.
- (q) **Pollution**: the presence in water of any foreign substance that tends to degrade its quality so as to constitute a hazard or impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such waters for domestic use.
- (r) **Pollutional Hazard**: a condition through which an aesthetically objectionable or degrading material, not dangerous to health, may enter the public water system or potable consumer's water system.
- (s) **Potable Water**: water which is satisfactory for drinking, culinary, and domestic purpose and meets the requirements of the Ohio Environmental Protection Agency (OEPA).
- (t) **Process Fluids**: any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollutional, or system hazard if introduced into the public or consumer's potable water system. This includes, but is not limited to:
- (1) contaminated or polluted waters;
  - (2) process waters;
  - (3) used waters originating from the public water system which may have deteriorated in sanitary quality;
  - (4) cooling waters;
  - (5) contaminated natural waters taken from irrigation systems, lakes, streams, or wells;
  - (6) chemicals in solutions or suspension;
  - (7) acids, alkalis, gases, oils, and other liquid and gaseous fluids used in industrial, manufacturing, or other processes, or for fire fighting purposes.
- (u) **Public Water System**: that which is ascribed to such term in Rule 3745-81-01 of the Ohio Administrative Code.
- (v) **Reduced Pressure Principle Backflow Prevention Device**: a device containing a minimum of two (2) independently acting check valves together with an automatically operated pressure differential relief valve located between the two (2) check valves. During normal flow and at the cessation of normal flow, the pressure between these two (2) check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shut off valves located at each end of the device, and each device shall be fitted with properly located test-cocks.
- (w) **Service Connection**: the terminal end of a service line from the public water system. If a meter is installed at the end of the service line, then the service connection means the downstream end of the meter.
- (x) **Supplier of Water**: the owner or operator of a public water system.

- (y) **System Hazard:** a condition posing an actual or potential threat of damage to the physical properties of the public water system or a potable consumer's water system.
- (z) **Used Water:** any water supplied by a supplier of water from a public water system to a consumer's water system after it has passed through the service connection and is no longer under the control of the supplier.

- 312.04** The District shall be responsible for the protection of the public potable water system from contamination due to backflow of contaminants through the water service connection. If, in the judgment of the District, an approved backflow prevention device is necessary at the water service connection to any consumer's premises for the safety of the water system, the District or its authorized representative shall give notice to the consumer to install such approved backflow prevention device at each service connection to his/her premises. The consumer shall immediately install such approved device or devices at his/her own expense, and failure, refusal, or inability on the part of the consumer to install such device or devices immediately shall constitute grounds for discontinuing water service to the premises until such device or devices have been installed. The backflow prevention device shall be tested in accordance with regulations provided in **Section 312.24**.
- 312.05** The water system shall be considered as made up of two parts: the public potable water system and the consumer's water system.
- 312.06** The public potable water system shall consist of the source facilities and the distribution system, and shall include all those facilities of the potable water system under the control of the District up to the point where the consumer's water system begins.
- 312.07** The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the public distribution system.
- 312.08** The public distribution system shall include the network of conduits used for delivery of water from the source to the consumer's water system.
- 312.09** The consumer's water system shall include those parts of the facilities beyond the service connection which are utilized in conveying water from the public distribution system to points of use.
- 312.10** No water service connection shall be installed or maintained to any premises where actual or potential cross-connections to the public potable or consumer's water system may exist unless such actual or potential cross-connections are abated or controlled to the satisfaction of the District.
- 312.11** No connection shall be installed or maintained whereby water from an auxiliary water system may enter a public potable or consumer's water system unless such auxiliary water system and the method of connection and use of such system shall have been approved by the District and by the Director of the OEPA as required by Section 6109.13 of the Ohio Revised Code.

- 312.12** The consumer's premises shall be open at all reasonable times to the District, or its authorized representative, for the conduction of surveys and investigations of water use practices within the consumer's premises to determine whether there are actual or potential cross-connections to the consumer's water system through which contaminants or pollutants could backflow into the public potable water system.
- 312.13** On request by the District, or its authorized representative, the consumer shall furnish information on water use practices within his premises.
- 312.14** It shall be the responsibility of the water consumer to conduct periodic surveys of water use practices on his premises to determine whether there are actual or potential cross-connections in his water system through which contaminants or pollutants could backflow into his or the public potable water system.
- 312.15** An approved backflow prevention device shall be installed on each service line to a consumer's water system, where in the judgment of the District or the General Manager, actual or potential hazards to the public potable water system exist.
- 312.16** An approved backflow prevention device shall be installed on each service line where the following conditions exist:
- (a)** premises having an auxiliary water system, unless such auxiliary system is accepted as an additional source by the District and the source is approved by the Director of the OEPA;
  - (b)** premises on which any substance is handled in such a fashion as to create an actual or potential hazard to the public potable water system. This shall include premises having sources or systems containing process fluids or waters originating from the public potable water system which are no longer under the sanitary control of the General Manager.
  - (c)** premises having internal cross-connections that, in the judgment of the District, are not correctable, or intricate plumbing arrangements which make it impractical to make a complete cross-connection survey;
  - (d)** premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey;
  - (e)** premises having a repeated history of cross-connections being established or re-established;
  - (f)** others specified by the District or the General Manager.

**312.17** The type of backflow protection required under provisions of this Section shall depend on the degree of hazard which exists as follows:

- (a) An approved air gap separation shall be installed where the public potable water system may be contaminated with substances that could cause a severe health hazard.
- (b) An approved air gap separation or an approved reduced pressure principle backflow prevention device shall be installed where the public potable water system may be contaminated with any substance that could cause a system or health hazard.
- (c) An approved air gap separation or an approved reduced pressure principle backflow prevention device or an approved double check valve assembly shall be installed where the public potable water system may be polluted with substances that could cause a pollutional hazard not dangerous to health.

**312.18** Where an auxiliary water system is used as a secondary source of water for a fire protection system, the provisions for an approved air gap separation or an approved interchangeable connection may not be required, provided:

- (a) at premises where the auxiliary water system may be contaminated by substances that could cause a system or health hazard, the public or consumer's potable water system shall be protected against backflow by installation of an approved reduced pressure principle backflow prevention device.
- (b) any backflow prevention device required by the Rules and Regulations shall be of a model or construction approved by the District and shall comply with the following:
  - (1) an air gap separation, to be approved, shall be at least twice the diameter of the supply pipe, measured vertically above the top rim of the vessel, but in no case less than one inch (1").
  - (2) a double check valve assembly or a reduced pressure principle backflow prevention device, to be approved, shall appear on the current list of approved backflow prevention devices of the OEPA.

**312.19** Existing backflow prevention devices approved by the District and the Director of the OEPA at the time of installation and properly maintained shall, except for inspection, testing and maintenance requirements, be excluded from the requirement of **Section 312.18(a)** of this Regulation, provided the District is assured that they will satisfactorily protect the public potable water system. Whenever the existing device is moved from the present location or requires more than minimum maintenance or when the maintenance of the device constitutes a hazard to health, the device shall be replaced by a backflow prevention device meeting the requirements of these Regulations.

**312.20** Backflow prevention devices required by these Rules and Regulations shall be installed at a location and in a manner approved by the District at the expense of the water consumer. In addition, any backflow prevention device required by these regulations shall be installed at a location and in a manner approved by the Director of the OEPA.

- 312.21** Backflow prevention devices installed on the service line to a consumer's water system shall be located on the consumer's side of the water meter, as close to the meter as is reasonably practical, and prior to any other connection.
- 312.22** When backflow prevention devices are installed in pits or vaults they shall be of water-tight construction, be so located and constructed as to prevent flooding, and shall be maintained free from standing water by means of either a sump pump or a suitable drain. Such sump pump or drain shall not connect to a sanitary sewer nor permit flooding of the pit or vault by reverse flow from its point of discharge. An access ladder and adequate natural lighting shall be provided to permit maintenance, inspection and testing of the backflow prevention device.
- 312.23** Reduced pressure principle backflow prevention devices must be installed above ground level or floor level, whichever is higher.
- 312.24** It shall be the duty of the customer at any premises on which backflow prevention devices required by these Regulations are installed to have inspections, tests, and overhauls made in accordance with the following schedule, or more often where inspections indicate a need:
- (a)** Air gap separations shall be inspected at the time of installation and at least every twelve (12) months thereafter;
  - (b)** Double check valve assemblies shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They should be dismantled, inspected internally, cleaned and repaired whenever needed and at least every thirty (30) months.
  - (c)** Reduced pressure principle backflow prevention devices shall be inspected and tested for tightness at the time of installation and at least every twelve (12) months thereafter. They should be dismantled, inspected internally, cleaned and repaired whenever needed and at least every five (5) years.
- 312.25** Inspections, tests, and overhauls of backflow prevention devices shall be made at the expense of the water customer and shall be performed by a person approved by the OEPA and the Southwest Licking Community Water and Sewer District as qualified to inspect, test, and overhaul backflow prevention devices.
- 312.26** Copies of all inspection and test reports shall be sent to the Southwest Licking Community Water and Sewer District.



313 **BULK WATER**

**313.01** The purpose of this Section of these Rules and Regulations is to provide for the sale of treated and potable water for commercial use, including, but not limited to, residential and commercial building construction activities, utility construction activities, and consumption by commercial and residential consumers that currently do not have an adequate potable water source.

**313.02** The two (2) options for acquiring bulk water from the District are:

- (a) **Short-term:** This option establishes an infrequent-use relationship with a contractor, resident or business in which the consumption of water warrants the District to loan a combination water meter and backflow prevention device to the subject individual for a period of up to three (3) consecutive business days.
- (b) **Long-term:** This option establishes a continual-use relationship with a contractor in which the water consumption warrants the District to loan a combination water meter and backflow prevention device to the subject contractor for a period in excess of three (3) consecutive business days.

**313.03** The following procedure shall be followed for inclusion in the District's Bulk Water Program:

- (a) **Application:** An application must be completed by each contractor, resident or business that utilizes the District's Bulk Water Program (**See Exhibits 11:1 and 11:2**). This application requires the following information:
  - (1) Customer contact and billing information
  - (2) Proposed usage of water
  - (3) Anticipated duration of bulk water usage
  - (4) Usage reporting and tracking
  - (5) Payment and deposit information
  - (6) Billing rates and payment procedures
  - (7) Meter identification number and reading
  - (8) Description of approved fire hydrant locations
  - (9) Designation of fire hydrant usage location
  - (10) Connection instructions for combination meter and backflow prevention device
  - (11) Approved fire hydrant usage techniques
- (b) **Billing Rates and Payment Procedures:** The rate for water consumption for bulk water customers shall be the current bulk water rate as established in the District's **Deposit, Fee, and Charge Schedule**. Service charges will be calculated based on the usage reflected on the customer's usage tracking and reporting log which must be submitted to the District for review on the second Monday of each month. A monthly invoice (**See Exhibit 11:3**) will be mailed and payment for bulk water consumption shall be made in conjunction with the billing cycle and policy currently implemented by the District. (**See Chapter IV**)

- (c) Deposit: Each bulk water customer is required to submit a refundable deposit at the time of application execution and prior to receipt of the combination water meter and backflow prevention device. The amount of the deposit shall be established in the District's **Deposit, Fee, and Charge Schedule**. The deposit shall be forfeited if any of the following actions occur:
- (1) the combination water meter and backflow prevention device is damaged or not returned.
  - (2) the customer fails to pay service charges (delinquency of 30 days past due).
  - (3) non-compliance with District policy resulting in theft of water.
- (d) Bulk Water Access Locations: The District shall approve several locations where bulk water may be obtained in an attempt to protect the centralized water system and avoid traffic congestion and hazards. On-site construction locations that pose no threat to the District's system and create no threat of traffic congestion or hazards may be approved on a case by case basis by the General Manager or his/her designee. Under no circumstance shall bulk water be obtained from the Zellers Lane Water Treatment Plant. A list of current approved bulk water access locations will be provided at the time of application (See Exhibit 12).
- (e) Connection: The combination water meter and backflow prevention device shall be connected at one of the approved access locations in accordance with the District's approved procedures. Information outlining the approved method of connection shall be provided to the customer at the time of application approval and dispensement of the device (See Exhibit 12).
- (f) Monthly Inspection and Meter Reading: The District requires monthly inspection of the combination water meter and backflow prevention device and monthly submission of the usage tracking and reporting log to the District Office. A meter reading for consumption tracking and billing purposes shall be taken during the monthly inspection. The monthly inspection, review of tracking and reporting log, and meter reading shall be performed on the second Monday of each month at the District Office. Non-compliance with this requirement shall be considered an Unauthorized Activity (See Section 313.03[g]).
- (g) Unauthorized Activities: The District reserves the right to issue violation notifications and implement penalties and fines in the event that unauthorized activities occur, including, but not limited to, theft of water and/or equipment, nonconformance to the policy requirements, and any other activities deemed unauthorized by the General Manager or his/her designee.
- (1) First Offense: Written notification of violation requesting correction and payment for any resulting damages.
  - (2) Second Offense: Formal nonconformance notification requesting payment for any resulting damages, forfeiture of deposit, and termination of bulk water policy privileges.
  - (3) Third Offense/Egregious Violation of District Policy: Formal nonconformance notification issued requesting payment for any resulting damages, forfeiture of deposit, termination of bulk water policy privileges, and notification sent to County Sheriff with possible criminal investigation and prosecution.

314 **FILLING OF SWIMMING POOLS:**

**314.01** The purpose of this Section of these Rules and Regulations is to provide for the sale of treated water to District customers or consumers to fill swimming pools without incurring the associated sanitary sewer service charges on the consumed water.

**314.02** The two (2) options for purchasing water for the purpose of filling swimming pools are:

- (a) The customer may contact a bulk water hauler from a list of suppliers approved by the District (See Exhibit 13), OR
- (b) the customer may measure the water consumption used to fill their pool through their exterior faucet and apply for an abatement of the sanitary sewer charges assessed for the water used. The following procedure is to be used for customers utilizing this option:
  - (1) Application: An application must be completed by each customer who utilizes this option for filling their swimming pool. (See Exhibit 14) This application requires customer account information and meter identification and reading information; it also provides information regarding current billing rates and payment procedures. Once the application has been approved, the customer will be given a meter to measure the gallons of water used to fill the swimming pool and instructions for installation of the swimming pool filling meter.
  - (2) Billing Rates and Procedures: Upon return of the swimming pool filling meter to the District, the water consumption will be recorded and included in the customer's total monthly water service charge. The associated sanitary sewer service charge, calculated on the water consumption recorded on the swimming pool filling meter, will be abated.
  - (3) Duration: The District requires that each swimming pool filling meter be returned to the District Administrative Office within seven (7) days after execution of the application. The sanitary sewer service charge will not be reduced as outlined above, unless the meter is returned for calculation of the consumption.
  - (4) Connection: The swimming pool filling meter must be connected to the customer's exterior faucet in accordance with the District's approved procedures as defined at the time of application.
  - (5) Unauthorized Activities: The District reserves the right to issue violation notifications and implement penalties and fines in the event that unauthorized activities occur, including, but not limited to, theft of water and/or equipment, nonconformance to the policy requirements, and any other activities deemed unauthorized by the General Manager or his/her designee.

315 **SOD/SEEDED LAWN WATERING POLICY:**

**315.01** The purpose of this Section of these Rules and Regulations is to provide for the temporary reduction of sewer service charges to District residential water and sanitary sewer system customers who are using potable water to establish and support growth of a newly sod or seeded lawn. The reduction shall include abatement of the monthly sanitary sewer charges in excess of the monthly minimum charge as stated in the **Deposit, Fee, and Charge Schedule**.

**315.02** Requirements for qualification in the Sod/Seeded Lawn Watering Program include:

- (a) **Application:** When a customer is connected to both the District's water and sanitary sewer systems, he/she may apply for a one-time reduction of the monthly sanitary sewer service charge for a period not to exceed three (3) months when watering a newly sod or seeded lawn. An application (**See Exhibit 15**) must be completed and approved prior to reduction of sanitary sewer service charges.
- (b) **Necessity:** Approval shall be contingent upon the new installation of sod or grass seed upon construction of a home, or the re-establishment of a lawn after major landscaping occurs. The District shall verify through review of permit applications and inspection logs for the subject property that the home is newly constructed and a reduction for watering has not previously been granted to the property. The customer will be charged the minimum monthly sanitary sewer service charge for three consecutive (3) months beginning the month of application or the month requested thereafter. If the home has not been recently built, the District will require an inspection of the property to verify the need for sod/seedling prior to granting such reduction.

If a reduction has been previously granted to the property, but a current need is verified, upon approval of the General Manager or his/her designee an additional three (3) month reduction period may be granted.

During the time any reduction is granted, the customer will still incur the full Debt Elimination Fee.

- (c) **Residency:** To be eligible for participation in the Sod/Seeded Lawn Water Program, a customer must currently be residing at the service address for which the sanitary sewer charge reduction is requested. If any question exists as to whether a customer is currently residing at the service address for which the reduction is requested, the customer may be asked to show proof of residency in some form. Examples of acceptable proof include, but are not limited to, a closing statement issued upon purchase of the property or currently postmarked mail addressed to the customer at the address in question.

**316**     **DROUGHT MANAGEMENT:**

**316.01**   The purpose of this Section of these Rules and Regulations is:

- (a)     to identify the District’s water source/s. These include, but are not limited to:
  - (1)     Wellfield No. 1, located at Zellers Lane Administration Building. This wellfield supplies the District’s Water Treatment Plant No. 1.
  - (2)     Wellfield No. 2, located along U.S. 40, east of Kirkersville in Union Township. This wellfield is currently not in use.
- (b)     to define droughts as naturally occurring events in which a period of time with less-than-normal rainfall is experienced;
- (c)     to outline a comprehensive program which enables the District to deal with drought conditions or a periodic depletion of our water source/s. This program establishes stages of water use restrictions which are based on the duration and severity of the drought conditions. These include, but are not limited to:
  - (1)     Voluntary Water Use Restrictions
  - (2)     Mild Water Use Restrictions
  - (3)     Moderate Water Use Restrictions
  - (4)     Critical Water Use Restrictions
- (d)     to provide for monitoring of water supplies and uses; identification of alternative water sources through connections with neighboring water supplies; development of public education and awareness; implementation of demand reduction strategies; and defining implementation and enforcement mechanisms; and,
- (e)     to provide for public feedback and appropriate federal, state, and local agency feedback to ensure that it is politically, economically, and socially feasible.

**316.02**   This plan shall be enacted should a prolonged period of below average rainfall occur and result in a falling trend in the raw water well static levels.

- (a)     Static and pumping levels in all raw water wells at Wellfield No. 1 shall be measured monthly by the Water Division Supervisor or a division staff member. This data shall be logged and kept on file in the Water Division Supervisor’s office.
- (b)     The General Manager shall review all available information with the District Board of Trustees prior to enacting the Drought Management Plan. The Board shall enact the Drought Management Plan if conservation of the District’s water supply is deemed necessary.

**316.03** This plan shall be initiated under Stage 1 restrictions and progress through more restrictive stages as drought conditions continue and recovery of static water well levels is not recognized through implementation of the water use restrictions involved with each previous stage.

**316.04** Upon initiation and termination of each stage, the District shall, at a minimum, mail a public announcement to each water customer and the Ohio EPA.

**316.05** This section establishes the criteria for each stage of water use restriction as:

- (a) **Stage 1: Voluntary Water Use Restrictions:** Stage 1 restrictions of the Drought Management Plan will be eliminated if recovery in the static water well levels is recognized and an overall aquifer recovery trend is experienced.

ACTIVITY	RESTRICTION
Lawn Watering	Even numbered service addresses – Even numbered days Odd numbered service addresses – Odd numbered days
Gardens & Landscaping	Same as Lawn Watering
Car Washing	Practice Water Conservation
Home Use	Practice Water Conservation

- (b) **Stage 2: Mild Water Use Restrictions:** Stage 2 restrictions of the Drought Management Plan will be initiated if recovery of the static water well levels is not recognized through implementation of Stage 1. It will be eliminated when stated recovery occurs and an overall aquifer recovery trend is experienced.

ACTIVITY	RESTRICTION
Lawn Watering	Even numbered service addresses – Even numbered days Odd numbered service addresses – Odd numbered days 7:00a.m. to 9:00a.m. and 7:00p.m. to 9:00p.m.
Gardens & Landscaping	Same as Lawn Watering
Car Washing	Practice Water Conservation
Home Use	Practice Water Conservation

- (c) **Stage 3: Moderate Water Use Restrictions:** Stage 3 restrictions of the Drought Management Plan will be initiated if recovery of static water well levels is not recognized through implementation of Stage 1 and Stage 2. It will be eliminated when stated recovery occurs and an overall aquifer recovery trend is experienced.

ACTIVITY	RESTRICTION
Lawn Watering	Prohibited
Gardens & Landscaping	7:00a.m. to 9:00a.m. and 7:00p.m. to 9:00p.m. Hose sprinklers shall be attended at all times (hand held) No unattended device shall be utilized
Car Washing	Permitted only in commercial wash centers with recycling facilities Outside residential washing is prohibited Commercial centers without recycling facilities are prohibited
Hose spraying of driveways, sidewalks, & parking areas	Prohibited

- (d) **Stage 4: Critical Water Use Restrictions:** Stage 4 restrictions of the Drought Management Plan will be initiated if recovery of the static water well levels is not recognized through implementation of the water use restrictions involved with Stages 1, 2, and 3. It will be eliminated if stated recovery occurs and an overall aquifer recovery trend is experienced.

ACTIVITY	RESTRICTION
Lawn Watering	Prohibited
Gardens & Landscaping	Prohibited
Car Washing	Prohibited
All Outdoor Use	Prohibited
Home & Business Use	Limited to essential use only

- 316.06 Water Supply Options:** The District currently has emergency water system connections with Fairfield County and Jefferson Township Water and Sewer District. The District shall contact both entities to determine if either source is a viable supplemental option prior to initiation of Stage 1 water use restrictions. Additionally, each entity will be contacted prior to progression from one stage to a more restrictive stage. The District may also contact the City of Reynoldsburg, City of Columbus, City of Newark, City of Pataskala or any other neighboring municipality to determine if hauling water is a viable supplemental water source option.

**316.07 Public Education and Awareness:** Periodic information, including water conservation tips and techniques, will be provided to customers through monthly billing inserts and informational handouts available at the District office. Information regarding enactment of the Drought Management Plan will be distributed to the District customers through mechanisms including, but not limited to:

- (a) monthly billing inserts
- (b) local television and radio announcements
- (c) local newspaper notices

Stage restrictions and periodic updates will be distributed to the District's customers via the same above-referenced mechanisms.

**316.08 Violations:**

- (a) First Offense: Written warning of violation
- (b) Second Offense: Water service disconnection and a \$100.00 re-connection fee

**316.09 Exemptions:** The District may grant any customer an exemption from the Drought Management Plan for good cause upon written request. A customer who is refused an exemption from the General Manager may appeal such action in writing to the District Board of Trustees.

## **317 WELLFIELD PROTECTION REGULATIONS**

**317.01 Purpose:** The purpose of this chapter is to safeguard the public health, safety, and welfare by establishing wellfield protection regulations to protect the public water supply of the Southwest Licking Community Water and Sewer District (hereafter "District"). This shall be accomplished by implementing regulations that control the following activities in defined wellfield protection areas:

- (a) Use of regulated or potentially damaging substances;
- (b) Mining of industrial materials;
- (c) Fracking; and
- (d) Underground Injection Wells

These activities shall be controlled within specifically defined 1-year and 5-year time of travel areas for wellfield protection in and around any wellfield operated by the District to obtain public drinking water supply.

These regulations are intended to provide for the protection and availability of existing and future potable water supply by instituting rational and objective standards and criteria for the control of toxic, hazardous or any other substances or activity which adversely impact the groundwater supply within specifically defined geographic areas in and around the District's present and future wellfields, thereby enhancing the protection of the public potable water supply.



**317.02 Scope:** The provisions of this chapter shall be effective within the District limits and outside of the District limits to the maximum extent allowed by Ohio Revised Code Section 6119.08 and any other state or federal law. Nothing contained in this chapter shall be construed so as to interfere with any existing or future lawful requirements that may be, or heretofore were, imposed by any other public body authorized to enact sanitary, health or water pollution abatement restrictions so long as such requirements are consistent with, or more stringent than, the stated purpose of this ordinance.

**317.03 Administration:** Except as otherwise provided herein, the General Manager of the District, or his designated agents shall administer, implement, and enforce the provisions of this chapter.

**317.04 Definitions:**

As used in the Wellfield Protection Regulations:

- (1) "above-ground tank" means a device meeting the definition of "tank" in this rule, but which is not an underground storage tank as defined in Section 317.04(30) of this Chapter.
- (2) "aquifer" means a geologic formation, group of formations, or part of a formation capable of yielding a significant amount of groundwater to wells or springs.
- (3) "Board" means the Board of Trustees of the Southwest Licking Community Water and Sewer District.
- (4) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendment and Reauthorization Act, 42 U.S.C. 9601 et seq.
- (5) "certification" means a statement of professional opinion based upon knowledge and belief.
- (6) "day" means a calendar day.
- (7) "District" means the Southwest Licking Community Water and Sewer District.
- (8) "EAEE" or "Environmental Assessment of Estimated Effect" means an environmental assessment of estimated effect as required by Section 317.08 hereof.
- (9) "Environmental Audit" means an environmental audit as required by Section 317.08 hereof.
- (10) "facility" means any premises located in a wellfield protection area, the use of which could impact the use of the underlying or adjacent aquifer for public drinking water supply. This definition includes, but is not limited to, buildings, storage areas, mining or processing operations, septic tanks, farming operations and related activities.
- (11) "fracking" means the process of drilling a well for stratigraphic exploration or for the production, extraction or injection of any gas or liquid.
- (12) "General Manager" means the General Manager of the Southwest Licking Community Water and Sewer District.

- (13) “ground water” means water below the land surface in a zone of saturation.
- (14) “hazardous waste” means a hazardous waste as defined in Rule 3745-51-03 of the Ohio Administrative Code or its successors.
- (15) “journal” means the record or document into which all final actions of the General Manager are entered.
- (16) “mineral processing waste” means the sands, fine sands, silts, and clays which are residual materials generated from onsite mineral processing activities.
- (17) “month” means a calendar month.
- (18) “NRCA” means no required corrective action.
- (19) “operator” means any person who is directly responsible for the overall operation of a facility.
- (20) “OSHA” means the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.
- (21) “owner” means the person who owns a facility or part of a facility.
- (22) “person” means an individual, trust, firm, joint stock company, federal agency, corporation (including a government corporation), partnership, association, the state, a municipality, commission, political subdivision of the state, or any interstate body.
- (23) “RCRA” or “Resource Conservation and Recovery Act” means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et seq.
- (24) “SDWA” means the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.
- (25) “spill” means the spilling, leaking, pumping, emitting, or dumping of regulated substances or materials which, when spilled, become regulated substances into or on any land or water.
- (26) “state” means the State of Ohio.
- (27) “storage” means the holding of regulated substances for a temporary period, at the end of which the regulated substance is treated, disposed of, or stored elsewhere.
- (28) “tank” means a stationary device, designed to contain an accumulation of regulated substances which is constructed primarily of non-earthen material (e.g., wood, concrete, steel, plastic) which provides a structural support.
- (29) “tank system” means a regulated substances storage or treatment tank and its associated ancillary equipment and containment system.
- (30) “TSCA” means the Toxic Substance Control Act, as amended, 15 U.S.C. 2601 et seq.
- (31) “underground injection well” as defined in Chapter 3745-34 of the Ohio Revised Code.

- (32) “UST” or “underground storage tank” means any one or combination of tanks (including underground pipes connected thereto) which is used to contain an accumulation of regulated substances and the volume of which (including volume of underground pipes connected thereto) is 10% or more beneath the surface of the ground.
- (33) “use” means the handling, placement, deposit, production, transportation, processing, transfer, treatment, storage, disposal, maintenance, or installation of regulated substances.
- (34) “user” means any person who uses regulated substances.
- (35) “waste” means a waste as defined in Rule 3745-51-02 of the Ohio Administrative Code or its successors. Mining overburden which remains on-site shall not be considered waste for purposes of this chapter.
- (36) “well” means any shaft or pit dug or bored into the earth, generally of a cylindrical form, and often walled with bricks or tubing to prevent the earth from collapsing.
- (37) “WPI” or “Wellfield Protection Area I” means the land area within 1-year time of travel of the outermost wall or casing of any present or future District-owned and operated public water supply well.
- (38) “WPII” or “Wellfield Protection Area II” means the land area surrounding any public water supply wellfield not included in WPI which is delineated by the five-year travel time contour based on the groundwater gradients of the area as designated on the General Manager’s hydrogeologic map.
- (39) WPI and WPII are hereinafter sometimes referred to as the 1-year or 5-year time of travel zones.

**317.05 Maps of Wellfield Protection Areas; Applicability:** The General Manager shall maintain hydrogeologic maps designating areas of protection in WPI and WPII where groundwater supplies are vulnerable to contamination and there is a level of risk that contaminants can be transported or otherwise find a way into the District’s present and future public potable water supply wells and wellfields.

These maps shall clearly designate the location of WPI and WPII. The General Manager shall approve the areas initially designated as WPI and WPII on the maps and any modification of such designations thereafter. Designations of WPI and WPII areas shall not be valid without approval of the Superintendent.

Modifications shall be subject to public notice and appeal to the Board as provided in Section 317.13 of these Regulations. Such maps shall be available for inspection at all times during normal business hours.

It is the responsibility of any person owning property and/or owning or operating a business to make the determination of the applicability of this Chapter as it pertains to the property and/or business under said person’s ownership or operation and failure to do so shall not excuse any violations of this Chapter.

**317.06 Regulated Substances:** Regulated substances are chemicals and mixtures of chemicals which are hereby deemed to be health hazards. The General Manager shall establish and maintain a list of these substances subject to review and modification.

- (a) Chemicals which are regulated by SDWA, TSCA, RCRA, OSHA, CERCLA, or other state and/or federal environmental laws and regulations, or for which there is scientific evidence that acute or chronic health effects may result from exposure including carcinogens, toxic and highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, hepatotoxins, nephrotoxins, neurotoxins, agents which act on the hematopoietic system, obnoxious substances causing odor and taste problems, and agents which damage the lungs, skin, eyes, or mucous membranes.
- (b) Mixtures of chemicals which have been tested as a whole and have been determined to be a health hazard.
- (c) Mixtures of chemicals which have not been tested as a whole but which contain any chemical which has been determined to be a health hazard and which comprises 1% or greater of the composition on a weight per unit weight basis, and mixtures of chemicals which include a carcinogen, if the concentration of the carcinogen in the mixture is 0.1% or greater than the composition on a weight basis.
- (d) Ingredients of mixtures prepared within a wellfield protection area, in cases where such ingredients are health hazards, except those ingredients which comprise less than 0.1% of the mixture (on a weight per unit weight basis) if carcinogenic, or less than 1% of the mixture (on a weight per unit weight basis) if non-carcinogenic.
- (e) Petroleum and non-solid petroleum derivatives (except non-PCB dielectric fluids).
- (f) Pesticides and herbicides.
- (g) Other substances which, in the judgment of the General Manager, pose a potential health hazard to the water supplies or to human health.

**317.07 Wellfield Protection Areas:** Wellfield Protection Areas shall be determined, instituted, and administered in accordance with the Rules and Regulations promulgated by the General Manager, provided designations of Wellfield Protection Areas are contingent on the General Manager's approval. The extent of such Wellfield Protection Areas shall reflect the descriptions in Section 317(37) and (38) and shall be shown on maps maintained by the General Manager (**Exhibit 16**).

If a portion of a facility is located within a Wellfield Protection Area, the entire facility shall be governed by this Chapter.

**317.08 Prohibitions and Restrictions Within Wellfield Protection Areas:**

- (a) No person shall use any regulated substance in any Wellfield Protection Area in violation of a law, statute, ordinance, rule or regulation. Installation or operation of any fracking well or underground injection well is strictly prohibited in any Wellfield Protection Area.
- (b) An existing use or approved use of any regulated substance within Wellfield Protection Areas shall not be increased except in accordance with this Chapter.

- (c) Wellfield Protection Area I
- (1) No person other than the owner of the property or persons acting with the consent of the owner shall enter Wellfield Protection Area I; provided, however, authorized employees or agents of the District, environmental or regulatory agency representatives and law enforcement and emergency officials with a demonstrable need for access may be allowed to enter Wellfield Protection Area I.
  - (2) No person shall use any regulated substance in Wellfield Protection Area I for purpose other than public water utility purposes.
- (d) Wellfield Protection Area: Except as provided in Subsections (C), (D), and (E) of this section and, in Section 317.09 hereof, no person shall use a regulated substance in a Wellfield Protection Area.

If the use of the regulated substance has been approved by the General Manager, or the regulated substance has been used in a Wellfield Protection Area prior to the effective date of this Chapter, the user may use the regulated substance if it complies with the following procedures:

- (1) Within 180 days of the effective date of this Chapter, or approval by the General Manager, all users of regulated substances in a Wellfield Protection Area shall submit an Environmental Audit of their facility. The Environmental Audit will address the following points:
  - A physical description of the facility which will include a site plan, which at a minimum will clearly define the location and boundaries of the facility;
  - The exact type, amount, physical characteristics, and known health effects of any regulated substances used;
  - The potential for release of regulated substances to the surface soil, subsoil, and/or groundwater;
  - Any known prior releases of regulated substances to the surface soil, subsoil, and/or groundwater;
  - Recommendations for corrective actions if any prior releases as described in subparagraph above have occurred; and
  - Plans and schedules for implementation of any recommended corrective actions.

The Environmental Audit will be conducted by an independent, licensed engineering firm or licensed engineer not employed by the user and qualified to conduct such investigation. The user may submit an Environmental Audit conducted by a licensed engineer employed by the user, who is qualified to conduct such investigation; provided, however, the General Manager reserves the right to have an independent Environmental Audit conducted at the user's expense. The General Manager will complete his review of the Environmental Audit and send his comments, if any, within 6 months of receipt of the Environmental Audit.

- (2) Based on the results of the user's Environmental Audit or an independent Environmental Audit conducted by the General Manager, the General Manager will, if appropriate, issue a notice of Required Corrective Action. The General Manager shall issue such a notice of Required Corrective Action within 6 months of his receipt of the Environmental Audit. If the General Manager does not issue the corrective action notice within the 6 month period, the General Manager shall have the burden of proving that such a required corrective action is necessary.
- (3) The user will have 6 months after the issuance of the Required Corrective Action notice in which to implement the required corrective action. If the required corrective action has not been implemented within this time, the General Manager may conduct the remedial work at the user's expense. Failure to comply with the Required Corrective Action notice will be subject to the penalties in Section 317.09 hereof. In addition, the facility will be classified as non-conforming, and any future use by the owner or other future owners or users of any portion of the property will be required to conform as a non-user of regulated substances, with the exceptions being those outlined in subsections above of this Section, or in accordance with Section 317.14.
- (4) If the user has received the prior approval of the General Manager for the use of the regulated substances or, if the Environmental Audit has been submitted or is in the process of being submitted in accordance with this Subsection (d) and the required corrective action has been completed or in the process of being completed in accordance with the Required Corrective Action plan, the user may use regulated substances at the level approved by the General Manager or the level in effect at the time this Chapter becomes effective. If the user intends to expand the facility to use additional quantities and/or types of regulated substances consistent with the nature of the business which was approved by the General Manager or was being conducted at the facilities when this Chapter became effective, the user shall submit an Environmental Assessment of Estimated Effect. The Environmental Assessment of Effect shall contain:
- A statement of the estimated increase in quantity of regulated substances being considered, the exact type, amount, physical characteristics, and known health effects of the regulated substances;
  - An assessment of the potential for release of the regulated substances as the result of any change in the use or approved use and its potential health effects on the affected population.
- An increase in the quantity or a change in the character of an approved or existing use of the regulated substances will require the approval of the Environmental Assessment of Estimated Effect by the General Manager. The General Manager shall act on the EAEE within 60 days of its receipt by him. If the General Manager does not act within 60 days, the increase or change in use shall be deemed denied.
- (5) Those facilities which are in compliance with the provisions of this Chapter will be issued a compliance letter. This letter will be subject to yearly renewal. Renewal will be based on inspections conducted by the General Manager or his designated agents.

(6) Unless an underground storage tank or pipeline is replaced with a secondarily contained and monitored installation within a 1-year period, which shall substantially eliminate any risk of leakage or other loss of inventory from the underground storage tank or pipeline, no person shall use an underground storage tank or pipeline for the storage or use of regulated substances in Wellfield Protection Area II as of 1-year from the effective date of this Section. Said underground storage tank or pipeline system proposal shall be submitted to the General Manager for approval prior to the installation and such submission shall be in accordance with Section 317.09 of this Chapter. The General Manager shall act on such a proposal within 60 days of its receipt by him. If the General Manager does not act within 60 days, the proposal shall be deemed denied.

(e) Exclusions: Notwithstanding any other provisions of the Chapter to the contrary, exclusions set forth in this Subsection (e) shall apply; and provided further that any spill, discharge or mishandling shall be subject to the provisions of Section 317.11(b) of this Chapter. Any exclusion granted herein shall not remove or limit the liability and responsibility of any person or activity.

(1) A limited exclusion from the prohibitions and requirements of this Chapter is hereby authorized for incidental use of regulated substances in Wellfield Protection Area II in the following amounts:

- The aggregate of regulated substances in use may not exceed 2 pints or 2 pounds, whichever is less, at any time;
- The total use of regulated substances may not exceed 10 gallons or 80 pounds, whichever is less, at any time.

(2) A limited exclusion from the prohibitions and requirements of this Chapter is hereby authorized for non-routine maintenance or repair of property or equipment in Wellfield Protection Area II involving the following amounts:

- The aggregate of regulated substances in use may not exceed 10 gallons or 80 pounds, whichever is less, at any time;
- The total use of regulated substances may not exceed 50 gallons or 400 pounds in any 12 month period.

(3) An exclusion is hereby authorized for retail activities in Wellfield Protection Area II, provided said activities use any regulated substance for resale in their original unopened containers of 2 gallons each or 16 pounds each, or less, and having a maximum aggregate inventory of regulated substances not exceeding 250 gallons or 2,000 pounds at any time. Any person claiming such exclusion shall submit an Environmental Audit to the General Manager within 180 days of the effective date of this Chapter or the date it starts to use the regulated substance.

(4) An exclusion is hereby authorized for the transportation of regulated substances through Wellfield Protection Area II, provided, however, that the transporting vehicle is in compliance with applicable federal and state law and regulations, and provided that the regulated substances are fueling the transporting vehicle or the transporting vehicle is in continuous transit, making delivery, or is stopped for periods of time not to exceed 24 hours.

- (5) An exclusion is hereby authorized for the use of oil, fuel, or petroleum lubricants in the operation of motor vehicles, farm equipment, and construction equipment in both Wellfield Protection Area I and Wellfield Protection Area II and for mining equipment only in Wellfield Protection Area II to the limited extent that these substances are being used by the motor vehicle or equipment while operating or are contained within reservoirs or tanks of the motor vehicle or equipment when not in operation.
- (6) An exclusion is hereby authorized for the use of oil, fuel, or petroleum lubricants for the refueling and maintenance of farm equipment, construction equipment, and mining equipment only in Wellfield Protection Area II to the limited extent that these substances are necessary for a day's refueling and maintenance of the substances in quantities which are unreasonably in excess of what is needed for a day's refueling and maintenance of equipment is not authorized by this exclusion. A spill prevention countermeasure and control (SPCC) plan as described in Section 317.11(b)(3) shall be submitted to and approved by the General Manager prior to any use of this exception.

**317.09 Storage Tanks:** No above-ground or underground storage tank which contains, or has contained in the past, a regulated substance shall be used in Wellfield Protection Area I or Wellfield Protection Area II without approval of the General Manager, which approval shall be in accordance with the standards established by federal, state and local laws, regulations or orders. The General Manager shall determine whether the tanks meet those standards and satisfy the requirements of Subsections (a) and (b) below and shall make such determination within 60 days of the submission of a proposal. If the General Manger does not act within 60 days of submission of the proposal, the tanks shall be deemed denied. A registered professional engineer shall certify that all tank systems are in compliance with applicable federal and/or state regulations governing such tank systems, which system shall include:

- (a) Adequate facilities to monitor and prevent regulated substances from leaching into the subsurfaces and impacting the groundwater quality;
- (b) A containment berm to retain 200% of the volume of the regulated substance contained in any above-ground storage tank and secondary containment systems for underground storage tanks.

The engineering plans shall show the location of all storage tanks to be used for the storage of the regulated substances, and how the storage tanks will be developed to contain spills and prevent groundwater contamination. These materials shall be contained in the Environmental Audit to be provided pursuant to Section 317.08(d) hereof.

**317.10 Mining of Industrial Minerals in a Restricted Area:** No person shall use a facility to mine industrial minerals in a Wellfield Protection Area without first obtaining approval from the General Manager. Any person proposing to mine industrial minerals shall submit to the General Manager a proposal to mine industrial minerals and submit necessary plans, specifications, and information relating to the facility for the General Manger's approval. The General Manager shall act upon a proposal for a permit to mine within 60 days of receipt of such proposal. If the General Manager has not taken action on the proposal to mine within 60 days, the proposal shall be deemed denied. A denial of the proposal shall be immediately appealable to the Board.



Such detail plans, specifications, and information shall be drawn up in a manner acceptable to the General Manager or his authorized representative in detail sufficient to allow clear understanding and intelligent review thereof, and to provide assurance that the site or facility is designed and will be operated in accordance with these regulations. The method of operation of the facility shall be described by the detailed plans and specifications, and a report with information in such degree of detail and clarity as to be readily understandable by operating personnel at the facility.

- (a) The information contained in Subparagraphs (1) through (10) below shall be submitted with the permit application:
- (1) Copies of the approved state mining permit application, all supporting documents submitted to the state and pertinent correspondence with the state during the process of permit approval. Copies of any application for variance, modification, amendment, notices of violation, annual and final maps, and any information submitted to the state at any time during and after the mining permit is issued by the District must also be submitted to the District immediately.
  - (2) Such identification information as:
    - The nature of the mining operation;
    - The precise geographical location and boundaries of the mining operation which shall be indicated on a 7 ½ minute USGS topographical map and by a legal description;
    - The name and address of the owner(s) of the land to be used for mining; and
    - The name and address of the person who prepared the plans.
  - (3) Such site information as:
    - All land owned, leased, or proposed to be purchased or leased for the mining operation;
    - All existing land uses on or within 1,000 feet of the mining operation;
    - All public roads, access roads, communities, and habitable buildings on or within 1,000 feet of the mining operation;
    - The location of all existing or proposed maintenance, weighing, storage, processing or other facilities or buildings;
    - The location of existing or proposed utilities;
    - The location of any water well within 2,000 feet of that portion of the site where above-ground or underground regulated substances storage tanks are to be installed;
    - The limits of the regulatory flood plain, if applicable, and the facilities proposed for flood protection;
    - All fencing, gates, and natural or other screening on the site;

- Existing topography, topography of the area with 1,000 feet of the site, maximum depths of excavations, and final topography, with clear indications showing all portions of the site where processed and residential materials are to be deposited;
- Plans for the disposal of lines in a Wellfield Protection Area, including an annual disposal plan; and
- Longitudinal and transverse hydrostratigraphic cross sections of the proposed mining pits showing elevations of uppermost aquifer. In the event a clay layer is found to be present below the depth to which the industrial minerals are mined, show how ground water recharge and flow will be protected.

(4) Such hydrogeologic and surface drainage information as:

- The direction and flow and points of concentration of all surface waters on the site; and
- A complete log (description) of each boring made during the exploratory program with appropriate description and explanation in an accompanying report, showing:
  - (i.) The location, depth, surface elevation, and water level measurements of all borings; and
  - (ii.) Textural classification (Unified Soil Classification System – USCS); and
  - (iii.) Grain size distribution curves for representative samples of each group of borings of similar soil composition; and
  - (iv.) Atterberg limits, moisture content, and coefficient of permeability, based on field and/or laboratory determinations; and
- Depth, lithology (physical character), and hydrologic characteristics of the bedrock formations encountered during the boring operations and/or which outcrop on or adjacent to the site (may be presented in an accompanying report); and
- The following information relating to the ground water (may be shown in accompanying report)
  - (i.) The depth to maximum elevation of ground water; and
  - (ii.) Direction of the flow of ground water; and
  - (iii.) Analysis by an EPA certified laboratory of such a number of samples from such a number of wells as the General Manager or his authorized representative deems necessary to determine existing groundwater quality and monitor future ground water quality in the area:

Field Testing Parameters

- Temperature (measured at the time sample is collected); and
- Conductivity; and
- pH; and

Laboratory Testing Parameters

- Total Alkalinity; and
- Total Acidity; and
- Total Dissolved Solids (TDS); and
- Iron (Fe); and
- Volatile Organic Compounds (VOCs), USEPA or as specified by the General Manager; and
- Total Organic Carbon (TOC); and
- Total Organic Halogens (TOX)

All monitoring wells installed pursuant to this Regulation, shall conform to Chapter 3745-9 of the Regulations of the Ohio EPA. The District shall have access to the ground water monitoring wells for inspection, sampling, and other monitoring purposes. The location of all monitoring wells shall be shown on the engineering plans submitted with the proposal.

- (5) Engineering plans showing the estimated timing and sequence of mining operation, longitudinal and cross sections of proposed mining pits and other parts of the entire land area which is proposed to be used for mining, including elevation of uppermost aquifer and hydrostratigraphy. The plans shall also show the location of all above-ground and underground storage tanks and comply with Section 317.09 hereof.
- (6) A geotechnical laboratory testing program defining the physical parameters of the cohesive and noncohesive soils excavated during the mining operation and drilling work. This shall include: soil moisture (ASTM method D-2216-80), Atterberg limits (ASTM method D-422-63) on bore holes drilled in the proposal area to determine the amount of waste likely to be generated during mineral processing and washing operations. No mineral processing waste shall be disposed of in the mine pit, except the General Manager may allow the disposal of mineral processing water in one of the mine pits provided the area of the mine pit to be used does not exceed 10% of the total land area of the site and the plans for such on-site disposal are approved in writing by the General Manager prior to use of the pit for disposal. Preferably all mineral processing waste will be disposed of off-site. No person shall allow any other waste material from the site or from off-site to be disposed of in a mine pit or at any other location on-site.
- (7) Such operation information as:
  - The mode and sequence of mining operation, including equipment to be used, showing precisely how the minerals will be mined and how the pit remaining after the mining operation is completed will be maintained to minimize silting and consequent adverse impact on the ground water recharge capacity of the area.

- Such equipment information as:
  - (i.) Types of equipment to be used to operate and maintain the facility and to maintain the rechargeability of the mine pit; and
  - (ii.) Hours of operation; and

**(8)** Such closure information as:

- How the portion of the facility where minerals have been mined will be maintained in order to minimize any further deposits of silty or clayey lines.
- How the site will be closed. This information shall include descriptions of:
  - (i.) Means by which access to the site will be limited; and
  - (ii.) Provisions for corrective measures in case of settling of silty and clayey lines in the mine pits in excess of what is allowed pursuant to this Section.
  - (iii.) Intended use of the site after closure, if known.

**(9)** A notarized statement that, to the best of the knowledge of the person who prepared the plans, the information on the detailed plans and specifications are true and accurate.

**(10)** Proposal for mining permit shall be signed:

- In the case of corporations, by the corporate office having direct responsibility for the facility; or
- In the case of organizations other than corporations, by an equivalent responsible individual; or
- In all other cases, by the operator.

The signature shall constitute an agreement by the entity that is responsible for compliance with this Section and this Chapter.

**(b)** If detailed plans, specifications, and information submitted to the General Manager or his authorized representative do not conform to the requirements for maintaining ground water recharge and quality, the General Manager or his authorized representative may, within 60 days of receipt thereof, notify the person submitting said plans of the nature of the deficiency, and of the General Manager's refusal to consider the plans until the deficiency is rectified. If the General Manager is satisfied that, notwithstanding their deficiency, the detailed plans, specifications, and information are sufficient to determine whether the mining operation and facilities would adversely impact the wellfield, he shall consider and act upon such detailed plans, specifications, and information notwithstanding their deficiency.

**(c)** If the General Manager or his authorized representative determines that information in addition to that required above is necessary, he may require that the person submitting the plans supply such information as a precondition to further consideration of the detailed plans, specifications, and information.

- (d) The General Manager shall not approve any detailed plans, specifications, and information, including information regarding the handling of mining lines, unless he determines that the mining operation will not adversely impact the ground water recharge capacity of the aquifer and the quality of the ground water.
- (e) Information submitted pursuant to this Section shall be confidential, with this information only being available as needed to employees and agents of the District.
- (f) All proposals shall be submitted at least 60 days before the commencement of mining operations; provided, however, if a user is conducting a mining operation which has been approved by the General Manager, it shall not be required to submit a proposal. A proposal fee of \$5,000.00 shall be submitted with each proposal made under this Section. In addition, on or before January 31<sup>st</sup> of each calendar year, the mining operator shall pay an annual inspection fee of \$8,000.00 per annum. Users who have paid all proposal and inspection fees for a facility pursuant to this Section shall not be required to pay any additional fees established pursuant to Section 317.16 hereof.

**317.11 Reporting Requirements:**

- (a) Reports Generally:
  - (1) Applicability: Any person, facility, or activity located within a Wellfield Protection Area (WPI or WPII) shall be in compliance with all provisions of this Section within 180 days of the effective date of this Section, except:
    - Owners and occupants of single or duplex residences are expressly excluded from the reporting requirements of this Section if such use and occupants are otherwise in compliance with the provisions of this Chapter;
    - As provided under paragraph (e) of Section 317.08
  - (2) Reports: Any owner or occupant of any land within a Wellfield Protection Area shall file applicable reports with the General Manager within 180 days of the effective date of this Section, except as provided in (a)(1) of this Section.
    - The report filed by the owner or occupant shall contain information deemed necessary by the General Manager for determination of compliance with this Chapter, other District Regulations, and Ohio and Federal laws and regulations. Such information shall be provided by completion of an Environmental Audit and, when required, and Environmental Assessment of Estimated Effect. The scope of information for these reports shall be designed and supplied by the General Manger.
    - Information contained in any submittal and designated by a person or activity as confidential shall only be considered confidential to the extent allowable under the Ohio Public Records Law and other applicable state and federal laws.
    - Any person who owns, operates or occupies more than one facility in a Wellfield Protection Area must make separate information submittals for each facility.

- Operators of industrial mineral mining facilities who are users of regulated substances shall comply with these reporting requirements, as well as the provisions of Section 317.10.
- (3) Falsifying information: No person shall make any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this Chapter, or falsify, tamper with or render inaccurate any monitoring device or method required under this Section.
  - (4) Retention of records: Any reports or records compiled or submitted pursuant to this Section shall be maintained by the user for a minimum of 6 years or so long as enforcement or judicial proceedings are being pursued, whichever is longer.
- (b) Reporting of Spills, Leaks or Discharges:
- (1) Any person with direct knowledge of a spill, leak or discharge of a regulated substance within a Wellfield Protection Area shall, if such spill, leak or discharge escapes containment, contacts a non-pervious ground surface and is not immediately and completely remediated, give notice to the General Manager by telephone. The notification shall be made within 3 hours of the incident and shall include at a minimum, the location of the incident, name and telephone number, date and time thereof, type of substance(s), concentration and volume, and control or corrective action taken. Such notification shall in no way alleviate other local, state, and federal reporting obligations as required by law.
  - (2) Any entity or person who spills, leaks or discharges a regulated substance(s) shall be liable for the expense, loss or damage incurred by the District in response to such an incident, including engineer fees, attorney fees, and any other costs incurred, in addition to the amount of any fines imposed on account thereof under local, state, and federal laws; said person shall document and maintain sufficient records so as to reflect accurately the circumstances related to any such incident and develop and implement procedures to substantially eliminate the likelihood of reoccurrence of such spills, leaks or discharges as soon as practicable following the incident, but not later than 180 days after the incident and submit a complete report for the General Manager's approval incorporating a detailed history of the spill, corrective actions taken and a plan for prevention of such incidents.
  - (3) Any person or activity located in a Wellfield Protection Area shall provide spill prevention control and other pollution abatement methods or facilities sufficient to adequately minimize or eliminate the accidental discharge of spills of any regulated substances. Such control and abatement methods and facilities shall be provided and maintained at said person's cost and expense. Detailed plans showing facilities and operating procedures sufficient to provide this protection shall be submitted to the General Manager as a component of the Environmental Assessment of Estimated Effect report for review and approval by the General Manager prior to the construction of facilities. Review and approval by the General Manager of said plans and operating procedures shall not relieve the user from the responsibility to modify the facilities as necessary to meet the requirements of this Chapter.

- (4) Signs shall be permanently posted by owners or operators in conspicuous places on the premises in locations where regulated substances are, or may be used, advising employees whom to call in the event of a spill or accidental discharge. All persons who may cause or discover such an incident shall be trained in emergency procedures by the owner or operator.

**317.12 Public Water Supply Protection:**

- (a) If any activity or regulated substance poses a risk to or may have a deleterious effect directly or indirectly upon the public water supply or wellfields or when deemed by the General Manager to be in the best interest of managing the water utility, the General Manager is authorized to do any or all of the following:
  - (1) Require pollution or contaminant control and abatement;
  - (2) Require payment to cover the cost of monitoring, controlling or otherwise removing any such pollutant, contaminant or obstruction;
  - (3) Require the development of compliance schedules to implement corrective actions;
  - (4) Require the installation of monitoring facilities and the submission of reports sufficient to ascertain any threat or risk due to any regulated substances, pollutants or contaminants or other activities and to determine compliance status relative to this Chapter;
  - (5) Carry out inspection, surveillance, and monitoring on public or private property sufficient to determine compliance with this Chapter;
  - (6) Pursue any actions that are legally available, such as administrative remedies or enforcement actions including, but not limited to injunctive relief, and penalties as specified in Section 317.20;
  - (7) Require a person to pay the costs of enforcement where a person has been found to be in violation of this Chapter. These costs may include, but are not limited to the recovery of all reasonable administrative and legal expenses related to the enforcement activity;
  - (8) Order cessation of any use or activity which may create hazards or may have deleterious effects on the water supply or facilities; or
  - (9) Issue orders establishing land use restrictions or rates of discharge or otherwise controlling the use of any regulated substances or pollutant to ensure compliance with this Chapter;
  - (10) Order remedial actions.
- (b) When considering the exercise of any of the above powers or actions, the General Manager shall ensure that the District's public water supply is reasonably and adequately protected from contamination or obstruction for the present and the future. The General Manager may take into consideration any evidence presented by the entity regarding cost-effectiveness and the economic impact imposed by the requirements or actions.

- (c) No governmental subdivision, commission, office, agency, employee or board shall approve, grant or issue zoning or conditional use permits for any land use within a Wellfield Protection Area until prior written approval of the General Manager has been obtained. The issuance of any permit, license or other instrument in violation of this paragraph shall not relieve any person from compliance with this Chapter.

**317.13 Public Notice and Appeals:**

- (a) Unless a different time is provided by this Chapter, the General Manager shall take the appropriate action within 60 days after submission of the request to him. If the General Manger does not take action within the 60 day period, the request shall be deemed denied. The General Manager shall maintain a journal or journals into which shall be entered all actions or decisions that the General Manager desires to make final and shall notify by certified or registered mail any party adversely affected by his action or decision. All decisions of the General Manager shall be appealable to the Board. All actions of the General Manager shall be reported to the Board.
- (b) The Board shall have the authority to take appeals, investigate matters related to said appeals, deny, uphold or otherwise modify or waive actions or requirements on a case by case basis.
- (c) Any person adversely affected may appeal an action of the General Manager made pursuant to this Chapter by filing with the Board a Notice of Appeal within 14 days of said action and a Statement of Appeal within 30 days of the date the action appealed from was journalized. A Notice of Appeal shall include as a minimum: name, address, telephone number, date, and a statement of intent to appeal. A Statement of Appeal shall include all information contained in the Notice of Appeal, a description of the nature of the appeal, and any pertinent documentation. All filings required herein shall be made at the office of the General Manager.
- (d) The Board shall conduct an adjudication hearing within 45 days of the receipt of the Statement of Appeal. The Board shall schedule an adjudication hearing and give public notice of this hearing and written notice to the parties involved at least 14 days in advance of the adjudication hearing. The Board shall issue a written decision on the appeal within 5 days of the adjudication hearing. All interested parties, who submit requests in writing, will receive written notification of the decision of the Board.
- (e) Only those parties adversely affected by the General Manager's action shall be parties to the adjudication hearing before the Board. The Board may require the parties to prepare briefs covering such matters as the Board may specify.
- (f) A recording of the proceedings shall be prepared and maintained by the General Manager, with the cost being charged to the non-prevailing party.
- (g) The action of the General Manager shall be binding, pending the decision of the Board.
- (h) The decisions of the Board shall be immediately appealable to the Court of Common Pleas, pursuant to Chapter 2506 of the O.R.C.
- (i) For purposes of appeal pursuant to O.R.C. Chapter 2506, the District shall be considered an aggrieved person with the right to appeal the determination of the Board whenever the Board modifies or rescinds an action taken by the General Manager pursuant to this Chapter.



**317.14 Waivers:** Where it appears that the implementation of the provisions of this Chapter create a hardship upon any affected party, the General Manger or the Board by majority vote may waive the application of this Chapter upon such terms and conditions as the General Manager or Board deems necessary and appropriate to implement the purposes of this Chapter, as long as such waiver does not substantially increase any risk or hazard to the public health, water supply, wells or wellfields. Any waiver issued by the General Manager is appealable to the Board as per Section 317.13.

**317.15 Inspections:** Subject to applicable provisions of law, the General Manager or his authorized designees bearing proper identification shall be permitted to enter private property at any reasonable time for such purposes as, but not limited to, inspection, observation, measurement, sampling and records examination pertaining to the requirements of these Regulations to ensure that the activities are in accordance with the provisions of this Chapter. If the owner and/or tenant does not consent to the entry of the General Manager or his authorized designees for the above stated purposes, the General Manager may apply to a court of competent jurisdiction for an appropriate warrant or other authority to enter the property, and the owner and/or tenant shall bear the costs of the court action. All users of regulated substances within the Wellfield Protection Area shall be inspected at minimum on a semi-annual basis, and all mining operations permitted under Section 317.10 of this Chapter shall be inspected at minimum on a monthly basis.

**317.16 Fees, Charges, and Fines:**

- (a) Any fees, charges or fines payable under the provisions of this Chapter shall be paid into the District Water Fund.
- (b) Any fees and charges payable hereunder are due and payable upon the receipt of notice of charges.
- (c) The General Manager shall establish reasonable fees for the submission of Environmental Audit, Environmental Assessment of Estimated Effect, and Regulated Substance User Permit renewal applications to cover the administrative cost of reviewing these applications and conducting inspections of the facilities.

**317.17 Vandalism:** No person shall maliciously, willfully, or with gross negligence break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, property or equipment which is a part of or used in conjunction with the District's water facilities, lines, or other appurtenances.

**317.18 Notice of Violation:** Any person found in violation of any provision of this Chapter or any order, requirement, rule or regulation issued under the authority of this Chapter will be served with a written notice stating the nature of the violation, the potential penalties pursuant to this Chapter, and providing reasonable time for compliance. If the General Manager has previously promulgated a schedule of compliance or issued an order addressing the same or a similar violation and the time for compliance has passed, the General Manager may dispense with establishing another time period for compliance.

The notice shall be served in the manner provided by law for the service of civil process. Where the address of the violator is unknown, service may be made upon the owner of the property involved at the tax mailing address of the owner as shown on the County tax record.

**317.19 Severability:** A finding by any court or other jurisdiction that any part or provision of these regulations is invalid shall not affect the validity of any other part or provision of these regulations which can be given effect without the invalid parts or provisions.

**317.20 Penalties:**

- (a) Any person who negligently violates or continues to negligently violate any provision of this Chapter, beyond the time limit for compliance set forth by the General Manager, notice of violation by the General Manager, or a compliance schedule established by the General Manager, shall be subject to the following:
  - (1) The first violation shall be punishable by a fine in an amount not to exceed \$5,000.00;
  - (2) A subsequent violation of the same provision shall be punishable by a fine in an amount not to exceed \$10,000.00;
  - (3) A continuing violation of any provision of this Chapter shall be punishable by an additional fine of \$500.00 per day.
- (b) Notwithstanding the fine provisions of this Chapter, the violator is responsible for costs of cleanup and remedial expenditures required to restore the site to its condition as it existed before the violation. The violator may be held responsible only for that contamination which the violator caused. Nothing contained herein shall be construed to prevent the District from seeking other legal remedies under O.R.C. 6119.08, as well as other applicable law.

**318- 398            RESERVED**

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

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER IV

CONNECTIONS, FEES, PERMITS, AND BILLINGS

- 401 PURPOSE
- 402 GOVERNING REGULATIONS
- 403 DEFINITIONS
- 404 APPLICATION FOR WATER AND/OR SANITARY SEWER SERVICE
- 405 DEPOSITS, FEES, & CHARGES
- 406 CONNECTION TO THE WATER AND/OR SANITARY SEWER SYSTEMS
- 407 OWNER TO BEAR COST AND BE RESPONSIBLE FOR  
SERVICE LINES
- 408 WATER AND SANITARY SEWER CONNECTIONS, FEES,  
AND DEPOSITS
- 409 WATER METERS, INSTALLATION
- 410 INSPECTIONS
- 411 REPAIR OF SERVICE LINES
- 412 SERVICE CHARGES
- 413 BILL AND PAYMENT FOR SERVICES;  
REMEDIES FOR NON-PAYMENT
- 414 CHANGE OF OWNERSHIP,  
LIABILITY OF UNPAID BILLS
- 415 RESTORING SERVICES
- 416 EXTENDED RESIDENTIAL VACATION LEAVE;  
ABATEMENT OF MONTHLY SERVICE CHARGE  
FOR CUSTOMERS WITH DISTRICT WATER
- 417 EXTENDED RESIDENTIAL VACATION LEAVE;  
ABATEMENT OF MONTHLY SERVICE CHARGE  
FOR CUSTOMERS WITH WATER FROM A CENTRALIZED  
WATER SYSTEM OTHER THAN THE DISTRICT
- 418 ABATEMENT OF MONTHLY SERVICE CHARGES RESULTING  
FROM A LEAK
  
- 418 - 498 RESERVED
  
- 499 PENALTY

- 401** **PURPOSE:** To establish the procedures, requirements, and costs for connecting to and making use of the District water and sewer systems.
- 402** **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.
- 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** **APPLICATION FOR WATER AND/OR SANITARY SEWER SERVICE:** All applications for water and/or sanitary sewer service shall be made on forms provided by the District. Each application shall state truly and fully the uses to be made of water and/or sanitary sewer service. A separate application for service shall be required for each premise. Each application must be signed by the owner of the premises to be supplied water and/or sewer service. A new application must be made each time the property changes ownership (**See Exhibit 3**). If the property owner vacates the premises and requests that services be terminated prior to a change in ownership, or prior to the new owner contacting the District to complete application for transfer of service, services will be shut off upon issuance of a final read. No reconnection fee will be charged to either owner upon completion of the application for transfer of service and restoration of service.
- 405** **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 water and sanitary 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. (**See Deposit, Fee, and Charge Schedule**)
- 406** **CONNECTION TO THE WATER AND/OR SANITARY SEWER SYSTEMS:**
- 406.01** 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 or water line; or
  - (d)** connect any source of storm, surface or ground water into a District system or a service line.
- 406.02** Until final connection is made, 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 with a hubset to eliminate storm, surface or ground water entering the service line. No pumps shall be discharged into the service line.

**406.03** 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 responsibilities as required in these Regulations.

**407**     **OWNER TO BEAR COST AND BE RESPONSIBLE FOR SERVICES LINES:**

**407.01** 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 result from the installation of any service line.

**407.02** The owner shall be responsible for all leaks or blockages in a service line and shall, at his/ 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.

**407.03** The owner shall be responsible for the coupling connecting the curb stop to the service line, the service line, the stop and waste valve, the connection from the stop and waste valve or any other acceptable valve to the meter, including the spud nuts and the meter yoke. The District is responsible for the main, the tap (the line from the tap to the curb stop), the curb stop and box, the washers used in the meter setting, and the metering system.

**408**     **WATER AND SANITARY SEWER CONNECTIONS, FEES, AND DEPOSITS:**

**408.01** The owner of any lot or plot of ground who is required by law or who wishes to connect into the District's water and/or sanitary sewer system, shall first pay a connection fee as established by the District in the **Deposit, Fee, and Charge Schedule**. The water and/or sanitary sewer connection fee shall be reduced for any property, or portion thereof, located within the boundary of an area previously assessed for water and/or sanitary sewer system construction, by the amount of the assessment.

**408.02** Any pretreatment required or extra costs incurred to comply with the District's regulations will be in addition to the deposits, fees, and charges established by the District and will be the owner's responsibility.

**408.03** When a service line is used for fire protection, the water connection fee shall be reduced in accordance with the District's **Deposit, Fee, and Charge Schedule**. The service line for fire protection shall be separate from all other service lines; there shall not be any connection between a service line used for a fire protection system and a service line for the domestic water system.

**408.04** In addition to the connection fee, the owner of any lot or plot of ground connecting into a water and/or sanitary sewer system of the District shall pay such other fees and charges as are established by the District and described in the **Deposit, Fee, and Charge Schedule**.

- 409 **WATER METERS, INSTALLATION:** The District will furnish all water meters upon issuance of a permit. All meter installations shall be made by the District unless authorized otherwise by the District. When someone other than District personnel or agents installs the meter, the installation shall be inspected and approved prior to commencement of water service to the property. The meter installation shall conform to the Standard Drawings of the District (**See Construction & Material Specifications**).
- 410 **INSPECTIONS:**
- 410.01 All connections to a District system and all service line installations shall be inspected by the District.
- 410.02 The connection fees include the cost of an initial inspection and one repeat inspection by the District for each permit issued. Should more than the initial and one repeat inspection be required because of failure of the owner, his contractor or authorized representative to install, maintain, repair, alter or perform other works necessary to install the connection and service line in accordance with these Regulations, an additional fee as established by the District in the **Deposit, Fee, and Charge Schedule** shall be charged for the time required to ensure compliance with these Regulations. Such additional fees shall be paid prior to the final approval of the service line for which the permit was issued.
- 410.03 A minimum of twenty four (24) hours notice shall be given to the District for system inspections.
- 411 **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, 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. The District may require an inspection at the owner's expense after the said repairs are completed.
- 412 **SERVICE CHARGES:** There shall be a Water Service Charge and a Sanitary Sewer Service Charge established by the District.
- 412.01 The owner of the property which is served by the District water and/or sanitary sewer system shall be liable for all charges for the service rendered that property.
- 412.02 Unless provided otherwise by agreement between a property owner and the District, water and/or sanitary sewer service charges will commence on the date meter/service line installation/connection has been completed and approval thereof has been given by the District. Charges will continue to be charged thereafter unless the property is disconnected from the District system for which service charges have been rendered. (**See Section 412.06**)
- 412.03 The sanitary sewer service charge for any property which has a District owned water meter installed shall accrue based upon the amount of water used as measured by the District's water meter and rates for consumption established and described in the District's **Deposit, Fee, and Charge Schedule**.

- 412.04** If, in the judgment of the District, the sanitary sewer service charge for any property which does not have a District water meter should be based on a metered flow, the District will notify the property owner of this determination. The sanitary sewer flow 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 the sanitary sewer service charge owed the District.
- 412.05** Regardless of the method used to determine the sanitary sewer service charge, the sanitary sewer service charge shall be increased in proportion to the amount the sanitary sewage concentrations exceed 200 ppm CBOD<sub>5</sub> and 200 ppm SS (See Section 212.02).
- 412.06** Sanitary sewer charges shall be abated during the time period that a sanitary sewer service line is capped for demolition of an existing dwelling or structure receiving service and reconstruction of a new dwelling or structure. Abatement of service charges requires an inspection of the property by the District. This policy does not abate the accrual of the District's Debt Elimination Fee.

**413** **BILL AND PAYMENT FOR SERVICES; REMEDIES FOR NON-PAYMENT:**

- 413.01** 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 a date between the billing dates the bill shall be pro-rated based on the period of service.
- 413.02** 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/her. The changing of the address does not relieve the owner of the responsibility for all charges for services rendered to the property. (See Section 104.23 and Exhibit 1)
- 413.03** The failure to receive a bill shall not relieve the owner of the obligation to pay the same when due.
- 413.04** The owner shall notify the District of any errors or discrepancies in the billing prior to the date the bill becomes delinquent.
- 413.05** Bills unpaid after the due date shown on the bill shall be considered delinquent and shall subject the premises to a 10% per month delinquency charge on the current month's charge and to discontinuance of service in accordance with Section 114 of these Regulations and other remedies of law.
- 413.06** When water service has been terminated due to non-payment and the delinquent balance remains unpaid or when charges for sanitary sewer service remain delinquent despite all District notification/collection attempts as established in Section 114 of these Regulations, a "Final Notice Before Certification of Charges" (See Exhibit 5 – 2 of 2) will be sent to the property owner by certified mail.
- (a) Prior to the certification date included in the notice, if the customer requests a hearing, the procedure established in Section 114 shall be followed.

(b) Prior to the certification date included in the notice, the customer has two (2) options to make payment:

(1) Option 1: Make payment in full.

At the District's discretion, personal checks for payment on delinquent accounts may not be accepted. If, at the discretion of the General Manager, the District agrees to accept a personal check presented for payment on a delinquent account, the District will make an attempt to verify funds. If funds are not available, the certification will proceed as scheduled. However, if the customer pays by a personal check and the check is returned to the District for non-collection of funds, the returned check fee as established in the District's **Deposit, Fee, and Charge Schedule**, will be added to the account balance and the District will attempt to notify the customer of the returned check. If the customer is unable to make restitution in the form of a bank issued check, money order, pre-approved credit card payment or cash within forty-eight (48) hours of the day the District receives the returned check, the certification will proceed without additional notification.

(2) Option 2: Set up a payment plan for the balance due as established as a payment option for delinquent accounts in **Section 114** of these Regulations.

(c) If payment is not received and no payment arrangements have been made on or before the certification date included in the notice, a Resolution shall be passed by the District Board of Trustees to certify to the County Auditor the delinquent charges as an assessment to be added to the property tax bill for the serviced parcel.

(d) When payment has been made through tax collection and received from the County Auditor and verified, the certified amount will be removed from the account as of the date payment is received in the District Administrative Office.

414 **CHANGE OF OWNERSHIP, LIABILITY OF UNPAID BILLS:** When a property which receives water and/or sewer service from the District changes ownership, the customer vacating the property shall notify the District and provide the information required to complete the Final Read/ Transfer of Account form (**See Exhibit 3**). The customer shall be liable for all charges accrued up to and including the date of the final read/shut off. If, at the time of the final read, the District has not received a completed Application for Service (**See Exhibit 3**) and until such time as it is received from the customer moving into said property, the District shall shut off the water service to the property. No reconnection fee will be charged to either owner upon completion of the application for transfer of service and restoration of service.

415 **RESTORING SERVICES:** Service shall be restored in accordance with **Section 115** of these Regulations.



**EXTENDED RESIDENTIAL LEAVE / ABATEMENT OF MONTHLY SERVICE CHARGE FOR CUSTOMERS WITH DISTRICT WATER:**

**416.01** When a customer is connected to the District's water system or the District's water and sanitary sewer system, the customer may qualify for an abatement of the monthly service charges for extended residential leaves. In order to qualify, the customer must:

- (a) complete and submit to the District a Voluntary Termination Request Form (See **Exhibit 6**) to show cause for the need of abatement of charges. Acceptable reasons for this abatement include, but are not limited to, long term vacation, extended medical absence from the residence (i.e., nursing care), death of property owner, etc. Abatement of charges shall not begin until the completed request form has been approved and shall be limited to six (6) months from that date, but may be extended at the discretion of the General Manager or his/her designee through execution of a new request form.
- (b) pay the \$25.00 service fee; and,
- (c) contact the District upon their return from the extended leave to complete and submit a Reconnection Disclaimer (See **Exhibit 9**) and schedule reconnection of service.

No request shall be accepted and no abatement shall be made under this policy in the case of a delinquent account.

Contingent upon the above requirements being met, the customer shall have the monthly water and/or sewer service charges abated during the period of time the service is terminated. The minimum monthly rate or actual rate based on meter reading at the time of disconnection, whichever is higher, shall apply to the month of discontinuation, regardless of the day the service is shut off, and to the month service is restored, regardless of the day the service is resumed. Failure to meet the above requirements shall result in the monthly service charges being continued, or if the services have been discontinued and the customer does not provide the proper verification upon restoration of service, the monthly service charges that have been abated shall become immediately due and payable, as well as any applicable late fees. This policy does not abate the accrual of the District's Debt Elimination Fee.

**417 EXTENDED RESIDENTIAL VACATION LEAVE/ABATEMENT OF MONTHLY SERVICE CHARGE FOR CUSTOMERS WITH WATER FROM A CENTRALIZED SYSTEM OTHER THAN THE DISTRICT:**

**417.01** When a customer is connected to the District's sanitary sewer system and receives his/her water from a centralized system other than the District, the customer may qualify for an abatement of the monthly service charge for extended residential leaves. In order to qualify, the customer must:

- (a) complete a Voluntary Termination Request Form (See **Exhibit 6**) to show cause for the need of abatement of charges. Acceptable reasons for this abatement include, but are not limited to, long term vacation, extended medical absence from the residence (i.e., nursing care), death of property owner, etc. Abatement of charges shall not begin until the completed request form has been approved and shall be limited to six (6) months from that date, but may be extended at the discretion of the General Manager or his/her designee through execution of a new request form.

- (b) provide a work order from the water service provider which states the date for scheduled shut-off; and,
- (b) pay the \$25.00 service fee; and,
- (c) contact the District upon their return from the extended leave and provide, within five (5) business days of the water service being restored by the provider, a letter or other document signed by the service provider which states when the service was or will be reinstated.

No request shall be accepted and no abatement shall be made under this policy in the case of a delinquent account.

Contingent upon the above requirements being met, the customer shall have the monthly sanitary sewer service charges abated during the period of time the water service provided by an entity other than the District is terminated. The monthly flat rate shall apply to the month of discontinuation, regardless of the day the service is shut off, and to the month service is restored, regardless of the day the service is resumed. Failure to meet the above requirements shall result in the monthly service charge being continued or if the customer does not provide proper verification upon restoration of service, the monthly service charges that have been abated shall become immediately due and payable, as well as any applicable late fees. This policy does not abate the accrual of the District's Debt Elimination Fee.

**418 ABATEMENT OF MONTHLY SERVICE CHARGES RESULTING FROM A LEAK:**

**418.01** At the District's discretion, the District may abate monthly sanitary sewer charges for a water leak that results in a significant usage increase above that of previous historical readings. After identification of a potential leak, whether initiated by the District or the customer, the District will perform a field inspection to review and analyze the situation. A final determination will be made by the General Manager or his/her designee upon review of the available information.

**418.02** If a determination is made that a leak occurred, the District may abate the sanitary sewer charges; however, the customer shall be responsible for all water charges. Sanitary sewer charges shall be based on an average of the previous twelve (12) months water consumption. The Debt Elimination Fee shall not be abated and shall be charged at the current rate as established in the District's **Deposit, Fee, and Charge Schedule**.

**419 - 498 RESERVED**

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

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER V

WATER AND SEWER DESIGN CRITERIA

501	PURPOSE
502	REFERENCE PUBLICATIONS
503	DEFINITIONS
504	GENERAL REQUIREMENTS
505	PLAN AND/OR DRAWING SUBMISSION(S)
506	WATERLINE/MAINLINE DESIGN
507	SANITARY SEWER DESIGN
508	SERVICE LINES
509 - 598	RESERVED
599	PENALTY

- 501 **PURPOSE:** This chapter establishes the design criteria for water and sewer mainlines and systems.
- 502 **REFERENCE PUBLICATIONS:** The design of the components of the water and sanitary sewer systems 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.
- 502.01 Recommended Standards for Waste Water Facilities, Great Lakes Upper Mississippi River, and/or Ten (10) State Standard, the most recent Edition.
- 502.02 Recommended Standards for Water Works, Great Lakes Upper Mississippi River, and/or Ten (10) State Standard, the most recent Edition.
- 502.03 Ohio Environmental Protection Agency Requirements.
- 502.04 **Southwest Licking Community Water and Sewer District Construction and Material Specifications.** (Included for Reference)
- 502.05 **Southwest Licking Community Water and Sewer District Standard Drawings.** (Included for Reference)
- 503 **DEFINITIONS:** The definitions of **CHAPTER I** shall be used in this chapter, unless the context of any section of this chapter specifically indicates that definitions are not applicable.
- 504 **GENERAL REQUIREMENTS:**
- 504.01 All easements granted to or reserved by the District shall be at least twenty feet (20') wide for one (1) utility facility, except that an easement may be ten feet (10') wide when it borders another easement or a public right-of-way, part of which can be used for the purpose of the easement. The width shall be increased to a minimum of thirty feet (30') wide for two (2) parallel utilities. Notwithstanding the above, all easements and easement right-of-way combinations shall be wide enough to insure that a five foot (5') buffer is provided between all District utilities within the easement.
- 504.02 The water line and sewer system design shall use materials that are in compliance with the District's **Construction and Materials Specifications**.
- 504.03 The design of the water and sanitary sewer 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 all necessary design calculations, cut sheets, pump curves, and system modeling data.
- 505 **PLAN AND / OR DRAWING SUBMISSION(S):**
- 505.01 A preliminary plan submitted by a developer to the District shall show a plan view of the proposed improvements. The plan shall include lot configuration, right-of-ways, easements, utilities, streets, and other pertinent development information. The submission of the preliminary plan shall include one (1) set of full size (24" x 36") drawings. The plan review fee is not required at this submission.

**505.02** Detailed construction drawings shall be prepared in accordance with generally accepted practices for all water and sanitary sewer 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) In addition to being available on a computer disc and in Auto CAD format, all drawings shall be made on bond material, either full size (24" x 36"), with a one inch (1") border on the left and one-half (½") inch border around the balance of the sheet or half size (12" x 18"). 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 show existing and proposed rights-of-way, 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 (1" = 50') or one inch equals twenty feet (1" = 20'), and the vertical scale shall be one inch equals five feet (1" = 5') or one inch equals ten feet (1" = 10'), 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, including the property owner's name, the parcel number of the property, and two (2) State Plane coordinates, 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 necessary Officials. Water and sanitary 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 Water and Sanitary Sewer General Notes shall be in accordance with the District's **Construction and Material Specifications**.
- (c) Supplemental specifications and details may be included as part of the construction drawings.
- (d) All sets of plans shall include a location map, a two hundred (200) scale drawing of the development, the development title, required signature spaces, a standard drawing list, and an index.
- (e) A detailed construction plan review submittal shall include two (2) full size (24" x 36") sets of construction drawings and the Plan Review Fee as identified in the District's **Deposit, Fee, and Charge Schedule**. The Plan Review Fee shall be paid prior to the detailed construction plan review.

- 505.03** A Grading Plan may be required for all development covered under this regulation. The Grading Plan may be combined with other plans, if such a combination is neat and the information easily read. The Grading Plan shall show:
- (a) the development title, sheet scale, north arrow, and location map unless it is made a part of other drawings. The scale shall be no less than one inch equals fifty feet (1"= 50').
  - (b) the floor elevations for first floor of proposal structures.
  - (c) the proposed elevations, slopes, and grade of the site in the area of the improvements.
- 505.04** Upon receipt of District and required government approvals of the construction drawings with necessary signatures, the owner shall provide the District with two (2) full size (24" x 36") and two (2) half size (12" x 18") sets "Issued for Construction" plans.
- 505.05** Upon completion of construction, the owner shall cause the construction drawings to be corrected to conform to the "As-Built" conditions. Public water and sanitary sewer improvements will not be accepted by the District until reproducible "As-Built" construction drawings are delivered to the District, together with two (2) full size (24" x 36") and two (2) half size (12" x 18") sets of drawings thereof and a disc in Auto CAD format. The "As-Built" drawing shall show changes in the construction as shown in the contractor's records and observed in the field. The "As-Built" drawings shall also indicate dimensions to the water and sanitary sewer taps from two permanent landmarks, such as manholes, fire hydrants, catch basins, top of curb or edge of pavement.
- 505.06** A plat or deed of easement shall be submitted to the District for approval prior to its filing at the Licking County Courthouse. One (1) copy of the plat is required for the review submittal.
- 505.07** Site plans or utility plans will be required for the installation of service lines, except where service lines are to one (1) or two (2) residential dwellings. The site or utility plan shall:
- (a) contain the name and location of the lot or project, the parcel number, the scale, a north arrow, and a reference to the District Regulations;
  - (b) be signed and sealed by a Professional Engineer licensed in the State of Ohio; and
  - (c) show the proposed work in both plan and profile, and in sufficient detail to clearly show all work to be done. The drawing shall also show existing and proposed rights-of-way, 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 (1" = 50') or one inch equals twenty feet (1" = 20'), and the vertical scale shall be one inch equals five feet (1" = 5') or one inch equals ten feet (1" = 10'), except when larger scales are necessary to show details or special work.

**506**     **WATERLINE/MAINLINE DESIGN:**

- 506.01** Waterlines shall be designed using a “C” = 140 or less. The minimum size water line with one (1) fire hydrant shall be six inches (6"). A waterline with two (2) or more fire hydrants, unless looped, shall be eight inches (8"). All other waterlines shall be no less than six inches (6"). All water lines shall have a minimum cover of four feet (4').
- 506.02** The maximum head loss permitted at the design velocity shall be five feet (5') per thousand feet (1000') of pipe.
- 506.03** The minimum residual pressure at the design flow (fire and/or domestic flows as appropriate) at the highest inhabited floor of any building shall be 35 psi.
- 506.04** Fire hydrants shall be spaced so that any point of inhabited building can be reached by less than three hundred feet (300') of fire hose from the first hydrant and three hundred feet (300') of hose from the second hydrant in developed areas. Fire hydrants shall be spaced so that any point of an inhabited building can be reached by less than five hundred feet (500') of fire hose from the first hydrant and five hundred feet (500') of fire hose from the second hydrant in rural undeveloped areas. All fire hydrants shall conform to the District's **Standard Drawings**.

**507**     **SANITARY SEWER DESIGN:**

- 507.01** Sanitary sewers shall be designed to maintain a minimum velocity of two feet (2') per second as the design flow. The minimum pipe diameter shall be eight inches (8") . The minimum cover over the sewer pipe shall be thirty-six inches (36") or as otherwise approved by the District. The sewer pipe shall be designed to carry peak flows and not exceed fifty percent (50%) capacity based on the Ohio EPA design criteria unless approved by the District.
- 507.02** 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 (1') of the street right-of-way lines. Where the sewer is more than twelve feet (12') deep, risers shall be included as part of the construction work. Such risers shall be brought to four feet (4') below ground.
- 507.03** Sewer service lines shall have a minimum internal diameter of six inches (6") and be laid with a minimum fall of one fourth inch per lineal foot unless approved otherwise by the District.
- 507.04** A sanitary sewer service line shall be designed to serve one (1) building unless otherwise approved by the District.
- 507.05** All sanitary sewers shall be designed to accommodate on-site as well as off-site upstream tributary areas which may result in an increase in the size of the sanitary sewer facilities to accommodate future growth in the tributary areas.
- 507.06** The District may require an extension of the sanitary sewer facilities as to eliminate an existing or proposed pump station.

**508**     **SERVICE LINES**: All service lines shall be constructed in accordance with the District's **Construction and Material Specifications** which is incorporated in these Rules and Regulations by reference.

**509 - 598**         **RESERVED**

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



SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
REGULATIONS

CHAPTER VI

WATER AND SANITARY SEWER CONSTRUCTION PROCEDURES

601	PURPOSE
602	DEFINITIONS
603	PROCEDURES
604	PLAN APPROVAL
605	OBLIGATIONS OF THE OWNER, CONSTRUCTION GUARANTEES, VIOLATIONS OF PROVISIONS
606	INSPECTION
607	PLAN REVIEW FEES, INSPECTION FEES, AND DEPOSITS
608	NOTIFICATION OF THE DISTRICT
609	CONDITIONAL ACCEPTANCE
610	MAINTENANCE GUARANTEE FOR IMPROVEMENTS, BONDS
611	FINAL ACCEPTANCE
612	OFFICIAL NOTICES
613 - 698	RESERVED
699	PENALTY

- 601** **PURPOSE:** This chapter establishes the procedures to be followed during the construction of components of water and sanitary systems that are or will be owned by the District.
- 602** **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.
- 603** **PROCEDURES:** All portions of a water or sanitary sewer system which are connected to a system that is or will be owned and/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 requirements are stipulated in the following:
- 603.01** Southwest Licking Community Water and Sewer District Regulations
  - 603.02** Southwest Licking Community Water and Sewer District Construction and Material Specifications
  - 603.03** Southwest Licking Community Water and Sewer District Standard Drawings
  - 603.04** Construction Drawings approved by the appropriate District Officials
- 604** **PLAN APPROVAL:** Prior to the commencement of construction of any water or sewer system or system components, which said systems or system components will be owned and/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.
- 605** **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 sign a Development Agreement in such form as is prescribed by the District. Additionally, owners of the developments which will require in excess of the ten (10) equivalent single family residential taps must sign a tap agreement in such form as prescribed by the District. Further, the owner will be subject to the following:
- 605.01** 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, his/her agents or employees, relative to said development; including, but not limited to, any and all claims for damages of 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/her own cost and expense, any suit or action brought against the District, its employees or agents, by reason thereof; excluding, however, any such liability that might result from the sole negligence of the District, its employees or agents. The owner acknowledges that the owner and his/her agents or employees are knowledgeable developers who will utilize said knowledge and skill in developing the subject land and, though conforming to District requirements, the owner is relying solely on his/her own expertise or the expertise of his/her 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.

- 605.02** Upon filing of the plat or easements 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 percent (100%) 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 the owner;
  - (b) a certified check equal to one hundred percent (100%) of the estimated construction cost of the improvements; or
  - (c) subject to the approval of the District's Attorney, a Certificate of Deposit or an irrevocable Letter of Credit made out to the District, equal to one hundred percent (100%) of the estimated construction cost of the improvements.

**605.03** 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.

**605.04** During construction and prior to acceptance of any improvement, the owner shall remove or cause to be removed such dirt, debris, and foreign matter from all public rights-of-way, 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.

**606** **INSPECTION:** The construction of all water and sewer systems that are or will be owned and/or operated by the District shall be inspected as described in the **Southwest Licking Community Water and Sewer District Construction and Material Specifications**.

**607** **PLAN REVIEW FEES, INSPECTION 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 606** of these Regulations. These fees shall be paid by depositing with the District an amount estimated to be sufficient to cover the cost to the District of administration (including copying and other office related tasks), inspection, testing, recording the construction on District's records, and any and all costs incidental thereto. The amount of the deposit shall be as set forth in the District's **Deposit, Fee, and Charge Schedule**. When the deposit is depleted and additional work to be applied to the deposit remains to be done, the District shall request and the developer shall pay an additional deposit amount. Upon written request from the developer, when the project is complete and the "As-Built" drawings for the project have been provided to the District, the District shall return to the developer any unused funds on deposit.

**608** **NOTIFICATION OF THE DISTRICT:**

**608.01** 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) working days notice.

- 608.02** The contractor shall notify the District of any cancellation of construction activities. Failure to do so will result in a forfeiture of four (4) hours against the inspection fee.
- 608.03** 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.
- 608.04** The normal construction work week is Monday through Friday and is forty (40) hours per week, four-ten (4-10) hour days or five-eight (5-8) hour days, unless a deviation in the schedule is approved by the District in advance.

**609** **CONDITIONAL ACCEPTANCE:** Upon substantial completion of the construction as shown on the drawings, the District may conditionally accept the District portion of the system components constructed by the owner or developer. This acceptance is conditioned upon:

- 609.01** the posting of a maintenance guarantee;
- 609.02** the submission of a set of complete and final "As-Built" drawings. Utility locates will not be the responsibility of the District until the District is in receipt of said "As-Built";
- 609.03** all major components of the District system being completed to the extent that they shall not present undue health or safety hazards to the current or potential users of the District system;
- 609.04** 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; and
- 609.05** the District Board of Trustees passing a Resolution for Conditional Acceptance.

**610** **MAINTENANCE GUARANTEE FOR IMPROVEMENTS; BONDS:**

**610.01** The owner shall guarantee all improvements to the District system for a period of at least two (2) years 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 equipment, labor, materials, and other incidentals required to maintain, repair and/or replace any or all of such improvements, and to maintain them in good and proper condition, excluding ordinary wear and tear, but including filling trenches and restoring lawns, sidewalks, streets, pipelines, sewerlines, waterlines, etc., during the two (2) 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 of 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 said 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 ten percent of the cost of the improvements:

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

**610.02** The owner shall clean and video camera all sanitary sewer mainlines within the development no less than sixty (60) days prior to the expiration of the two (2) year guaranty period provided for herein. The owner shall arrange to have a District inspector present during the camera-ing of such lines. Such inspector must be scheduled with the District at least seven (7) calendar days prior to the camera work being performed. A copy of the videotape must be provided to the District prior to the expiration of the guaranty period and prior to final acceptance of the development pursuant to **Section 611** below.

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

**611** **FINAL ACCEPTANCE:** Final acceptance and release of the Maintenance Guarantee shall be given after all the improvements to the District Systems have been satisfactorily maintained for a period of two (2) year, all defects or deficiencies have been corrected and all expenses incurred by the District pursuant to the development have been paid in full. This acceptance is conditioned upon the District Board of Trustees having passed a Resolution for Final Acceptance.

**612** **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.

**613 - 698** **RESERVED**

**699** **PENALTY:** Whoever violates any provision of this Chapter, or District directives pursuant to this Chapter, shall be subject to:

**699.01** the remedies of **Section 199** of these Regulations;

**699.02** 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;

**699.03** the District continuing any unfinished work or replacing any unaccepted work to a point that the improvements to the District systems do not appear to create a health or safety hazard or create maintenance or repair expense 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/her 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.

**699.04** the District refusing to accept the improvements; and/or

**699.05** the District refusing to provide water and/or sewer service which requires the use of the improvements which are found to violate this Chapter.

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
WATER AND SEWER REGULATIONS

CHAPTER VII

CONTRACTOR'S LICENSE, CONTRACTOR'S INSURANCE  
AND INDEMNIFICATION

701	PURPOSE
702	DEFINITIONS
703	LICENSE REQUIRED
704	CRITERIA FOR GRANTING
705	CONTRACTOR'S LICENSE
706	LICENSE RENEWAL
707	NONRENEWAL, REVOCATION OF LICENSE
708	CONTRACTOR'S CASH BOND
709 - 798	RESERVED
799	PENALTY

- 701 **PURPOSE:** To regulate the installation of water and sewer service lines and their connection into the District water and sewer systems.
- 702 **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.
- 703 **LICENSE REQUIRED:** Any person, business or corporation which desires to install, maintain or repair water and/or sewer service lines or make connections to the District water or sewer system must be first licensed by the District. 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 licenses issued to 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 identity of any such representative is changed.
- 703.01 Any licensed contractor who is going to make new water and/or sanitary sewer taps in a District service line must be on the District Approved Tappers List. See **Section 704.01** for qualification criteria.
- 704 **CRITERIA FOR GRANTING LICENSE:** A license shall be given to any person, business or corporation who has a valid license from any municipality within Licking County, or who has otherwise given the District information from which it can be concluded that the applicant can perform the work in accordance with these District Regulations. Further, in order to obtain a license, the contractor must first comply with the requirements of **Section 705**, Contractor's Insurance and Bonds, of these Regulations.
- 704.01 For inclusion on the District Approved Tappers List, the licensed contractor must be witnessed by a District Inspector while making a minimum of two (2) successful "live" taps. A "live" tap as referred to herein shall be a tap completed while the line is under pressure.
- 705 **CONTRACTOR'S INSURANCE AND BONDS:** The contractor shall present to the District at the time of applying for a license a certificate of insurance as required herein. In addition, the contractor shall comply with the bonding requirements hereinafter set forth. If such insurance and bonds are not obtained, the license shall not be issued. It is the contractor's responsibility to obtain such certificates as are required herein for all work performed by subcontractors of the contractor prior to the time that said subcontractors commence work. Said certificate must be accompanied by a statement that at least ten (10) days prior 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 the contractor's license is in effect.
- 705.01 **Compensation Insurance:** The contractor and/or subcontractor shall maintain in full force and effect all necessary Worker's Compensation Insurance coverage for all of their employees employed within the District in compliance with Ohio law.

**705.02 Contractor's Liability Insurance:** The contractor agrees to maintain Comprehensive General and Automobile Liability Insurance covering all operations directly or indirectly incident to any work covered by the license issued by the District whether such operations be by him/herself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance coverage shall be maintained while the license is in effect, with such coverage as specified herein. The limits of liability of the insurance required herein shall not be less than Three Hundred Thousand Dollars (\$300,000.00) inclusive for each person, each occurrence for bodily injury, and each occurrence for property damage. Such Comprehensive General and Automobile Liability Insurance shall include coverage for:

- (a) claims arising after the contractor and subcontractors have completed their work (completed operations and products liability coverage), and
- (b) claims for property damage and personal injury arising from excavation or tunneling operations, and
- (c) claims for property damage and personal injury arising from operations directly or indirectly incident to blasting, demolition, hoisting, moving, razing, scaffolding, shoring, or underpinning of any building or structure, and
- (d) claims for property damage to any property below, on or above the surface of the ground, and off-site property, and
- (e) claims for property damage or personal injury arising from operations directly or indirectly incident to cutting, grinding, painting, sandblasting, using abrasive materials, or welding, however caused, and
- (f) claims for property damage or personal injury arising from operations directly or indirectly incident to blasting or explosions, however caused, and
- (g) if watercraft and/or aircraft are used, claims arising from their use or operation, however, caused, and
- (h) claims arising from the liability assumed by the contractor under this contract including third party beneficiary liability coverage.

**705.03 Contractor's License Bond:** The contractor agrees to obtain a 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 upon him by the District's Rules and Regulations, including, but not limited to, making connections from individual residences and businesses to the District's utility lines.

**705.04 Contractor's Permit Bond:** In addition to the license bond above, the contractor agrees to provide a cash bond to the District 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 upon him by the District's Rules and Regulations, including, but not limited to, making connections from individual residences and businesses to the District's utility lines.



- (a) The contractor agrees to pay a cash bond in the amount of Five Hundred Dollars (\$500.00) at the time of applying for or renewing his license. Such bond shall entitle him to one (1) outstanding connection permit throughout the period of his license. Upon inspection and acceptance of the connection, the contractor may apply that cash bond to the next connection permit, or may have the cash bond returned to him.
- (b) If, upon inspection of the connection, a problem with the connection is found and the problem is determined to be the result of work performed by the contractor, the contractor may:
  - (1) repair the problem, with no funds being withdrawn from his cash bond; or
  - (2) not repair the problem, with the amount of damages incurred by the District withdrawn from his cash bond; or
  - (3) not repair the problem, but pay to the District the amount of damages incurred by the District in repairing the problem and retain the full cash bond amount with the District.
- (c) In the case of Section (b)(2) above, such contractor will be required to pay the full amount of damages in the event the damages exceed the cash bond, or to deposit additional funds to attain a cash bond balance of \$500.00 (for one permit), or additional funds in accordance with (b) if more permits are requested.

**705.05 Owner's Protective Liability Insurance:** The contractor agrees to provide an Owner's Protective Liability Insurance Policy naming the District as insured, and covering the conditions outlined in **Section 705.02**, and with the same limits of liability described therein. In lieu of this requirement, the contractor shall name the owner and the District as insured in his Comprehensive, General and Automotive Liability Policy, or Umbrella Excess Liability Insurance with the same limits of liability described in **Section 705.02**.

**705.06 All Risk Builder's Insurance:** Further, the contractor shall procure and maintain during the term of his license all Risk Builder's Insurance (Fire and Extended Coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project. The District, shall be the named Insured thereof.

**705.07 Accident Prevention:** Further, as consideration for obtaining a license, the contractor shall warrant and agree that he shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project. The contractor shall take all necessary precaution 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 lawns, shrubs, trees, pavements, roadways, walks, 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 climbing upon, entering or falling into any of the excavations, equipment, or work areas.

The contractor shall comply with all applicable laws, orders, ordinances, regulations, and rules of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

**705.08 Indemnity Provision:** Further, as consideration for obtaining a license, the contractor shall warrant and agree that he shall indemnify and hold harmless the District and its agents and employees from and against all claims, costs, damages, expenses, and losses, including attorney fees, arising out of, or resulting from, the performance of any work performed by contractor, subcontractor, or any agent, assigns or employee of contractor or subcontractor, provided that any such claim, damage, expense or loss:

- (a) is attributable to bodily injury, sickness, disease or death or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and/or
- (b) is caused in whole or in part by the negligent acts, errors or omissions of the contractor, subcontractor, its agents, assigns or employees, or anyone directly or indirectly employed by either contractor or subcontractor, regardless of whether or not the loss is caused by the District.

Further, as consideration for obtaining a license, contractor shall warrant and agree that he/she is knowledgeable and understands the use and interpretation of the District rules, regulations and requirements. He/she has carefully reviewed the District rules, regulations and requirements for the work covered by the license issued by the District and has found them to be free of ambiguities and sufficient for the purpose of completing the work. Further he/she has carefully examined the work site, and from his/her own observations, has satisfied him/herself as to 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. He/she has based his/her undertaking of work solely on the District requirements and these observations and has not solely relied in any way on any other explanation or interpretation, oral or written, from any other source. Further, the contractor shall agree to complete the work in accordance with the District requirements in a good and workmanlike manner.

**706 LICENSE RENEWAL:** Each license is for a period of no more than one year and valid until December 31st of the year in which it was issued. The annual renewal of said license is required for any license to continue to perform licensed activities within the District.

**707 NONRENEWAL, REVOCATION OR SUSPENSION OF LICENSE:** The District retains the right to refuse to renew any license upon its expiration or may revoke or suspend any license at any time for the following reasons:

**707.01** failure to request renewal;

**707.02** failure to adhere to the requirements of the District Regulations;

**707.03** failure to follow the lawful directives and instructions of the District or its authorized representative;

**707.04** performance of any work or service by licensee deemed unacceptable to the District;

- 707.05 failure to correct deficiencies, unaccepted or unauthorized work;
- 707.06 failure to obtain the required permits;
- 707.07 having outstanding violations of these Regulations;
- 707.08 continuing work after receipt of notice of work rejection;
- 707.09 commencement of work without notifying the District;
- 707.10 continuance of work that could endanger the District's systems or the health, safety or welfare of the users of the District systems; or
- 707.11 any other good cause shown which in the judgment of the General Manager or the Board of Trustees of the District justify said nonrenewal or revocation.

**708**     **CONTRACTOR'S CASH BOND:** The District is permitted, at its discretion, to charge a contractor a cash bond of Five Hundred Dollars (\$500.00) to be used as security conditioned upon the satisfactory construction of service connections. Said bond shall be paid, if required by the District, prior to contractor being granted a license.

**708.01** Upon completion of construction of a service connection by a contractor pursuant to a permit obtained by District, such service connection shall be inspected by District personnel or its agents.

- (a)     If such inspector has reasonable cause to believe that any problem whatsoever exists with said service connection, he/she shall file a written report with the District General Manager.
- (b)     The District General Manager shall, at his/her option:
  - (1)     cause a Contractor Peer Review Panel, made up of three (3) non-licensed contractors, to be convened. Said Contractor Review Panel shall set the date and time for a hearing on said service connection problem, with contractor being given at least ten (10) days notice of said hearing by certified mail along with a copy of said report. At said hearing, contractor shall be given a full opportunity to be heard by and to present all relevant evidence to the panel; or
  - (2)     cause a hearing to be held before the District Board of Trustees, with notice and an opportunity to be heard in accordance with Section (b)(1) above.
- (c)     After hearing all of the evidence before it, the Contractor Peer Review Panel or the District Board of Trustees, depending upon which body heard the evidence, shall make a decision as to the extent of contractor's liability, if any, with regard to such service connection problem and contractor agrees to accept the decision of such as final, binding and not appealable.

- (d) If contractor is determined to be liable for a portion of said damages, contractor shall allow District, at its option, to arrange for the necessary repairs to the service connection and appurtenances thereto, as well as the restoration of the property, or to require that contractor repairs any and all problems indicated. If District arranges for the necessary repairs and said service connection thereafter passes final inspection, the cost of said repairs shall be taken from contractor's cash bond. If the cost of said repairs exceeds Five Hundred Dollars (\$500.00), contractor agrees to pay the additional amount within ten (10) days of being billed for such additional charges.

**708.02** If at any time the balance of such cash bond falls below Five Hundred Dollars (\$500.00), contractor agrees to provide to District additional security in an amount that will return said balance to Five Hundred Dollars (\$500.00). No permits will be issued to contractor unless the full Five Hundred Dollars (\$500.00) cash bond is on deposit with District.

- (a) If contractor so chooses, at the end of the calendar year, he/she may instruct District to rollover such cash bond to serve as security for connections constructed during the following year.
- (b) If contractor intends to discontinue the construction of service connections within the District, contractor may apply to District for a return in full of his cash bond, provided the following conditions are met:
  - (1) contractor has no outstanding permits within the District.
  - (2) contractor has had all service connections inspected by District personnel or its agents and no problems have been identified, or, if problems have been identified all such problems have been heard by the Contractor Peer Review Panel or District Board of Trustees and, if contractor has been found liable for such problems, all sums owing to District have been paid.

**709 - 798**      **RESERVED**

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

Notwithstanding the provisions of **Sections 407.02 and 414**, 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/her expense, for repairing and cleaning such defect and/or for paying the cost of cleaning and repairing such defects.

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
RULES AND REGULATIONS

**EXHIBITS INDEX**

EXHIBIT 1	“DIRECT BILLING AGREEMENT” - TENANT’S AGREEMENT ( Ref Section 104.23 / 113 / 413.02 )
EXHIBIT 2	“TENANT / LANDLORD DISPUTE” ( Ref Section 104.87 / 114.06a5 / 114.10 / 115.05 )
EXHIBIT 3	“APPLICATION FOR SERVICE” ( Ref Section 111.06 / 113 / 404 / 414 )
EXHIBIT 4	“DENIAL OF SERVICE” ( Ref Section 113 )
EXHIBIT 5 : 1 OF 2	“FINAL NOTICE BEFORE TERMINATION OF SERVICE” ( Ref Section 114.03f )
EXHIBIT 5 : 2 OF 2	“FINAL NOTICE BEFORE CERTIFICATION OF CHARGES” ( Ref Section 114.03f / 413.06 )
EXHIBIT 6	“VOLUNTARY TERMINATION REQUEST with RECONNECTION WAIVER” ( Ref Section 114.04c / 114.05 / 416.01a / 417.01a )
EXHIBIT 7	“TERMINATION TAG” ( Ref Section 114.06a )
EXHIBIT 8: 1 OF 2	“PAYMENT PLAN AGREEMENT” ( Ref Section 114.07 / 115.04b2 )
EXHIBIT 8: 2 OF 2	“PAYMENT PLAN AGREEMENT with ABATEMENT” ( Ref Section 114.07 / 115.04b2 )
EXHIBIT 9	“RECONNECTION DISCLAIMER” ( Ref Section 115 / 416.01c )
EXHIBIT 10 : 1 OF 2	“APPLICATION TO DISCHARGE” ( Ref Section 210.01b )
EXHIBIT 10 : 2 OF 2	“PRETREATMENT SURVEY QUESTIONNAIRE” ( Ref Section 210.01b )
EXHIBIT 11 : 1 OF 3	“APPLICATION FOR SHORT TERM BULK WATER PROGRAM” ( Ref Section 313.03a )
EXHIBIT 11 : 2 OF 3	“APPLICATION FOR LONG TERM BULK WATER PROGRAM” ( Ref Section 313.03a )
EXHIBIT 11 : 3 OF 3	“INVOICE” FOR BULK WATER PROGRAM ( Ref Section 313.03b )

SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT  
RULES AND REGULATIONS

**EXHIBITS INDEX**

(continued)

EXHIBIT 12	“BULK WATER ACCESS SITES and FIRE HYDRANT CONNECTION PROCEDURE” ( Ref Section 313.03d-e )
EXHIBIT 13	“APPROVED BULK WATER HAULERS” ( Ref Section 314.02a )
EXHIBIT 14	“APPLICATION FOR SWIMMING POOL FILL PROGRAM” ( Ref Section 314.02b1 )
EXHIBIT 15	“APPLICATION FOR NEW LAWN WATERING PROGRAM” ( Ref Section 315.02 )
EXHIBIT 16	“WELLFIELD PROTECTION AREAS MAP” ( Ref Section 317.07 )

***SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT***

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740)927-0410 Fax (740)927-4700

**DIRECT BILLING AGREEMENT**

Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

Service Address: \_\_\_\_\_ Account #: \_\_\_\_\_

The undersigned agree that water and/or sewer bills for the above service address are to be mailed directly to the above tenant for payment. This agreement is subject to Southwest Licking Community Water and Sewer District Regulations regarding the provision of water and sewer service by the Division of Water and the Division of Sewer.

We understand that water and/or sewer service is granted solely on the basis of personal information submitted as part of this agreement and we do certify that all such information is correct. We agree that this application for service, when accepted by the Southwest Licking Community Water and Sewer District, shall form a binding agreement governing the terms of all water and sewer services rendered to us by the District. This agreement goes into effect on the date it is received by the District. If applicable the tenant will be billed from a previous meter reading unless the following information is provided:

Date to begin billing tenant: \_\_\_\_\_

\*\*\*\*\*

I understand and agree that tenants of premises covered by this agreement are to be authorized to receive water and/or sewer bills as agents for me. I agree to comply with property owner responsibilities as described in the Southwest Licking Community Water and Sewer District Regulations in accordance therewith, or as such Regulations may be amended from time to time. I understand that the District will notify me by mail of any delinquencies and/or turn-off notices regarding the above account. I further understand and agree that if said undersigned tenant fails to make prompt payment, I am responsible for the payment thereof upon being so notified by the District, and I will be subject to all applicable penalties, interest, and assessments against my property if the payments remain unpaid.

\_\_\_\_\_  
Property Owner's Name (Please Print)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Telephone Number

**Duplicate Bill Copy Requested Y / N**

(Unless a Duplicate Bill Copy is requested, property owner will only receive a Duplicate Delinquent Notice.)

I understand and agree to prompt payment of any and all water and/or sewer bills for the above service address that are mailed directly to me for payment during the period I am leasing the premises covered by this agreement.

\_\_\_\_\_  
Tenant's Name (Please Print)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Telephone Number

**SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740)927-0410 Fax (740)927-4700

**TENANT / LANDLORD DISPUTE**

Account #: \_\_\_\_\_

Date: \_\_\_\_\_

Service Address: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Tenant: \_\_\_\_\_

Telephone #: \_\_\_\_\_

The undersigned agrees that water and/or sanitary sewer bills for the above service address are to be mailed directly to the above tenant for payment.

This agreement is subject to the Southwest Licking Community Water and Sewer District Rules and Regulations regarding the provision of water and/or sanitary sewer service by the District and is understood to be temporary in nature until the owner of the property begins to pay the bills in a proper and timely manner as required under the Rules and Regulations.

I understand that water and/or sanitary sewer service is granted solely on the basis of personal information submitted as part of this agreement, the District Application for Service, and receipt of payment of the current monthly bill. I do certify that all information provided is correct. I agree that application for service, when accepted by the Southwest Licking Community Water and Sewer District, shall form a binding agreement governing the terms of all water and sewer services rendered to me by the District.

---

In the event the consumer, who is a tenant and resides in a dwelling unit of a multi-occupant structure for which there is no individual water meter, receives a termination notice from the District, the consumer may establish a group payment account for the entire multi-occupant structure. A group payment account is a procedure by which the consumer(s) may maintain water service to the units by paying only the current monthly bill. The burden of collecting any amounts in arrears remains with the District, and the consumer(s) may exercise such legal remedies as are available to them. Amounts sufficient to cover the current billing must be rendered to the District office. The District is under no obligation to accept payment from each individual consumer, but rather from one representative acting on behalf of all the consumers. One payment will be issued to the District and one receipt will be issued by the District to the consumers' representative rendering payment.

---

Tenant signs here:

I understand and agree to prompt payment of any and all water and/or sanitary sewer bills for the above address that are mailed directly to me for payment during the period covered by this agreement.

\_\_\_\_\_  
Tenant's Name (please print)

\_\_\_\_\_  
Tenant's Signature



Southwest Licking Community Water and Sewer District

APPLICATION FOR SERVICE

Account #: \_\_\_\_\_ Date to Begin Service: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(if different than service address)

Property Owner: \_\_\_\_\_ Tenant: \_\_\_\_\_

Proof of Ownership: \_\_\_\_\_ DBA: \_\_\_\_\_

Type of Service: Water: \_\_\_\_\_ and / or Sanitary Sewer: \_\_\_\_\_

Customer Status: Previous: \_\_\_\_\_ Current: \_\_\_\_\_ New: \_\_\_\_\_

Status of Current / Previous Account Verified:

Account #: \_\_\_\_\_ Account Balance\*: \$ \_\_\_\_\_

\*Note: \_\_\_\_\_  
\*Balance Due MUST BE PAID IN FULL prior to approval of new account for service.

By signing below, I hereby agree to the following:

- to abide by the Rules and Regulations of the Southwest Licking Community Water & Sewer District as effective today and as amended by the Board of Trustees in the future
- to pay such service charges and fees as billed by the District in a timely manner and be liable for any such amounts due for the service address listed above
- to provide the District 24 hours advance notice when I wish to terminate service

PROPERTY OWNER / TENANT (circle one)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Work Order #: \_\_\_\_\_

Circle:	Final - ON	Final - OFF	DBA
	Turn On	VSO	-
	Leave On	Leave Off	DH

Meter Read: \_\_\_\_\_

Entered By: \_\_\_\_\_

***SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT***

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740)927-0410 Fax (740)927-4700

**DENIAL OF SERVICE**

To: \_\_\_\_\_ Date: \_\_\_\_\_

Your application for water and/or sewer service to: \_\_\_\_\_  
(Service Address)

has been denied for the following reason (s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

We will agree to provide water and/or sewer service to this address under the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you disagree with this decision or the conditions we require, you may request a hearing to appeal this denial. If you request a hearing, you have the right to examine District records concerning this denial, to bring a representative to assist you with the hearing, and to bring witnesses to testify at the hearing. You may request a hearing by contacting the District at:

Southwest Licking Community Water and Sewer District  
69 Zellers Lane, Pataskala, Ohio 43062  
(740) 927-0410  
Between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday

or

Southwest Licking Community Water and Sewer District  
P.O.Box 215  
Etna, Ohio 43018

This action is duly authorized by  
**THE BOARD OF TRUSTEES**

# SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT

P.O. Box 215 • Etna, OH 43018  
(740) 927-0410 • www.swlcws.com

*Time Sensitive Document - Open Immediately!*

CUSTOMER NAME	
SERVICE ADDRESS	
CUSTOMER NUMBER	STATEMENT DATE



## FINAL NOTICE BEFORE TERMINATION

Service Charges in the amount of \$            are now due.

Late charges have been applied to this account. Services at the above service address will be terminated on   /   / .

A reconnection fee of \$100.00 will be applied upon termination of services. Amounts that remain unpaid after termination of services will be subject to certification with the Licking County Auditor's Office.

If you wish to avoid termination, or to request a hearing, or wish a more complete explanation of your hearing rights or your rights to assume responsibility for future water charges, please refer to back of this page or contact the water office at the address or phone number provided. The date the payment is received in the Water Office is the date the payment is credited to the customer. If payment is made through the mail or Park National Bank the customer should allow 5 working days before due dates or shutoff dates prevent additional charges or shutoff of service.

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT - PLEASE DO NOT FOLD

## SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT

P.O. Box 215  
Etna, OH 43018  
(740) 927-0410  
www.swlcws.com

## FINAL NOTICE BEFORE TERMINATION

CUSTOMER #	TOTAL AMOUNT DUE	TERMINATION DATE
	\$	/   /



# Southwest Licking Community Water and Sewer District

P.O. Box 215, Etna, OH 43018      740-927-0410 Phone  
69 Zellers Lane, Pataskala, OH 43062      740-927-4700 Fax

Date:  
Service Address:  
Account ID:  
Balance:

This is your final notice that the water and/or sanitary sewer service to the above-referenced service address is delinquent for charges owed to the Southwest Licking Community Water and Sewer District. The total balance due is currently                   ; THIS AMOUNT WILL BE CERTIFIED TO THE COUNTY AUDITOR ON   /   / . UNLESS ONE OR MORE OF THE FOLLOWING ACTIONS IS TAKEN PRIOR TO THE SCHEDULED CERTIFICATION DATE:

You owe utility service charges that are past due, YOU MUST PAY THE AMOUNT IN FULL or CONTACT THE BILLING DEPT TO MAKE ARRANGEMENTS TO PAY that are satisfactory to the Southwest Licking Community Water and Sewer District. WRITTEN APPROVAL MUST BE OBTAINED FROM THE DISTRICT before any arrangements are considered satisfactory. RECEIPT OF PARTIAL PAYMENT WITHOUT WRITTEN APPROVAL WILL NOT PROTECT YOUR SERVICE FROM CERTIFICATION. PAYMENTS MAILED, BUT NOT RECEIVED IN OUR BILLING DEPARTMENT and posted prior to the certification date or PAYMENTS MADE THROUGH PARK NATIONAL BANK, BUT NOT RECEIVED IN OUR BILLING DEPARTMENT and posted prior to the certification date WILL NOT PROTECT YOUR ACCOUNT FROM CERTIFICATION. To assure your payment has posted correctly to your account, PAYMENT SHOULD BE MADE DIRECTLY IN OUR OFFICE IMMEDIATELY. AT THIS TIME, PAYMENT MUST BE IN THE FORM OF A CASHIER'S CHECK, MONEY ORDER OR CASH IN THE EXACT AMOUNT DUE. VISA OR MASTERCARD ACCEPTED WITH PREAUTHORIZATION.

If you dispute the reason for the proposed certification, in whole or in part, you may request a hearing with the District General Manager to contest certification. If a hearing is requested before the scheduled date for certification, certification will not take place until the hearing process is complete. If you request a hearing, you have the right to examine records concerning this service address, to bring a representative to assist you at the hearing and to bring witnesses to testify on your behalf.

IF YOU HAVE ANY QUESTIONS OR DISPUTE ABOUT THIS BILL CONTACT:

Southwest Licking Community Water and Sewer District  
69 Zellers Lane, Pataskala, Ohio 43062  
(740) 927-0410

Between the hours of 8:00 a.m and 4:00 p.m., Monday through Friday

OR  
Southwest Licking Community Water and Sewer District  
P.O. Box 215  
Etna, Ohio 43018

This action is duly authorized by THE BOARD OF TRUSTEES.

**SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**VOLUNTARY TERMINATION REQUEST  
and RECONNECTION WAIVER**

Account #: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Request for Voluntary Termination of Water and Sewer Service:**

The service address to be suspended is:

- (check one) Single Family Residence
- Multiple Family Residence   
( Indicate # of units: \_\_\_\_\_ )
- Non-residential

Reason for termination:

- (check one) Unoccupied
- Other, describe \_\_\_\_\_

**Required Certification for Voluntary Termination of Service:**

Under penalty of perjury and to induce the Southwest Licking Community Water and Sewer District to terminate water and/or sewer service to the address listed herein, I certify that I have personal knowledge that the information given herein is accurate. I further certify that each service address affected by the requested termination either is unoccupied or, if occupied, that an adult consumer actually residing at each service address affected must sign this form below, with proper identification, before a District employee, either at the District Office or at the service address.

\_\_\_\_\_  
Signature of Customer  
Requesting Termination

\_\_\_\_\_  
Signature of Customer  
Accepting Termination  
(Attach additional signatures as necessary)

**NOTE:** A responsible adult must be present at the service address at the time service is to be restored.  
If no responsible adult is available the following Reconnection Waiver MUST be signed:

You have requested that the Southwest Licking Community Water and Sewer District reconnect your water service after being disconnected by the District at the District's water main line. The District is entitled to assume that all fixtures and piping to which the service will be supplied are in good working order and that you are responsible for turning off all water faucets and fixtures in or around your home or building before the District reconnects your water service. If the District reconnects your water service and there are any faulty fixtures or piping, you may experience a leak. If the District reconnects your water service and there are any faucets or other fixtures turned on at the time the water is reconnected, water will automatically begin to run through those faucets and fixtures. Therefore, you may experience flooding. The District will not accept responsibility for any damage to your property as a result of faulty fixtures or piping or open faucets or fixtures at the time the District reconnects your water service.

I hereby acknowledge that I have read the above Notice Regarding Reconnection of my Water Service and that I agree to its terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Our Representative Was Here**

Date \_\_\_\_\_ Time \_\_\_\_\_ AM  
PM

**THIS PROPERTY HAS BEEN  
SHUT OFF FOR:**

- Non - Payment
- Non - Compliance

Please call the District Office concerning  
this property.

Reconnection will be made on work days  
between the hours of 8 a.m. to 4:00 p.m. and  
only after receipt in this office of the past  
due amount and any reconnection fees.

**Southwest Licking Community  
Water & Sewer District  
740-927-0410**

Service Rep. \_\_\_\_\_

**Southwest Licking Community Water & Sewer District**  
**P.O.Box 215 Etna, Ohio 43018**  
**69 Zellers Lane Pataskala, Ohio 43062**  
**Phone (740) 927-0410 Fax (740) 927-4700**

**PAYMENT PLAN AGREEMENT**

PAYMENT PLAN # **1** **2** (CIRCLE ONE)

ACCOUNT # \_\_\_\_\_

THIS PAYMENT PLAN AGREEMENT is made and entered into to be effective as of \_\_\_\_\_ by and between the Southwest Licking Community Water & Sewer District (hereinafter referred to as "DISTRICT"), through its authorized representative, and \_\_\_\_\_ (hereinafter referred to as "BORROWER"), and is to evidence that:

WHEREAS, the DISTRICT has provided certain utilities services to BORROWER, for which services BORROWER is unable to pay at the current time; and

WHEREAS, BORROWER desires to continue to receive such utility services, and desires to execute this Payment Plan Agreement to pay off all sums due according to the terms and provisions hereinafter set forth.

NOW, THEREFORE for good and valuable consideration, including for services previously received, as well as the right to continue to receive services, as well as other valuable considerations, the Parties hereinafter agree as follows:

1. **Terms** BORROWER agrees to pay to the order of the Southwest Licking Community Water & Sewer District, the principal sum of \$ \_\_\_\_\_, with a down payment of \$ \_\_\_\_\_ on \_\_\_\_\_, and payable in monthly installments of \$ \_\_\_\_\_, due on the stated monthly due date beginning on the \_\_\_\_\_ of \_\_\_\_\_, and the same amount consecutively thereafter each month until paid in full. The final payment to be \$ \_\_\_\_\_, due on the \_\_\_\_\_ of \_\_\_\_\_. **Payments are to be made in conjunction with payments for current monthly charges.** The District agrees to abate the future accrual of the 10% late charge fee provided the payment plan payments and the current monthly charges are paid in full on or before the stated monthly due date. Payment due in full at time of sale of property.

2. **Pre-payment** The undersigned BORROWER(S) reserve(s) the right to **prepay** this Payment Plan in whole or in part at any time **without penalty**.

3. **Application of Payment** Each payment shall be credited to the aged amount of all charges first.

4. **Default** If there is any default in the payment of the amount when due, the entire sum of the principal shall become immediately due and payable at the option of the holder of this Note, and water service will be discontinued without additional notification. Unpaid service charges will be certified to the County Auditor. This Payment Plan shall be payable only in lawful currency of the United States of America. If a legal action of any kind is instituted as a result of this Note, or the debt, in order to collect delinquent payments owed, the undersigned BORROWER(S) promise(s) to also pay reasonable attorney fees and court costs. Amounts owed that are paid by check which is returned for insufficient funds must be paid in full with an additional \$30.00 service fee within 48 hours of our notification of the insufficiency by the bank. At that time, payment must be made in the form of a cashier's bank check, money order, pre-approved credit card payment or cash in the exact amount due at the District office to avoid immediate termination of service.

5. **Severability** In the event that any part of this Payment Plan Agreement is declared to be invalid or unenforceable the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or unnecessarily dependent for its operation upon the portion so held invalid or unenforceable. In any event, such invalidity or unenforceability shall not affect the validity or the enforceability of the debt owed by BORROWER to the DISTRICT.

6. **Waiver of Breach** A waiver by either of a breach or violation of any provision of this Payment Plan Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

7. **Entire Agreement and Modification** This Payment Plan contains the entire Agreement of the parties. It may not be modified orally, but only by agreement in writing signed by both parties.

8. **Binding Effect** This Payment Plan Agreement shall be binding upon the successors and assigns of both parties to this Agreement. BORROWER understands and agrees that the DISTRICT may, in its discretion, file and record this Payment Plan Agreement in the office of the County Recorder.

9. **Certification to County Auditor** BORROWER also understands that the DISTRICT may, at any time, certify any delinquency owed by BORROWER to the County Auditor pursuant to Ohio law.

Witnessed by:

BORROWER(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO            }  
                                      }SS  
COUNTY OF LICKING    }

Before me, a Notary Public in and for said County, personally appeared the above-mentioned BORROWER(S) \_\_\_\_\_, who acknowledged that they did sign this instrument and the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

*Southwest Licking Community Water & Sewer District*  
P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**PAYMENT PLAN AGREEMENT**  
**With ABATEMENT**

PAYMENT PLAN # 1 2 (CIRCLE ONE)

ACCOUNT # \_\_\_\_\_

THIS PAYMENT PLAN AGREEMENT is made and entered into to be effective as of \_\_\_\_\_ by and between the Southwest Licking Community Water & Sewer District (hereinafter referred to as "DISTRICT"), through its authorized representative, and \_\_\_\_\_ (hereinafter referred to as "BORROWER"), and is to evidence that:

WHEREAS, the DISTRICT has provided certain utilities services to BORROWER, and has abated a portion of the service charges for said utilities; and

WHEREAS, BORROWER is unable to pay the remaining balance in full at the current time; and

WHEREAS, BORROWER desires to continue to receive such utility services, and desires to execute this Payment Plan Agreement to pay off all sums due according to the terms and provisions hereinafter set forth.

NOW, THEREFORE for good and valuable consideration, including for services previously received, as well as the right to continue to receive services, as well as other valuable considerations, the Parties hereinafter agree as follows:

1. **Terms** BORROWER acknowledges an abatement of charges for utilities services provided by the DISTRICT in the amount of \$ \_\_\_\_\_, and agrees to pay to the order of the Southwest Licking Community Water and Sewer District, the remaining principal balance of \$ \_\_\_\_\_, with a down payment of \$ \_\_\_\_\_ on \_\_\_\_\_, and payable in monthly installments of \$ \_\_\_\_\_, due on the stated monthly due date beginning on the \_\_\_\_\_ of \_\_\_\_\_, and the same amount consecutively thereafter each month until paid in full. The final payment to be \$ \_\_\_\_\_, due on the \_\_\_\_\_ of \_\_\_\_\_. **Payments are to be made in conjunction with payments for current monthly charges.** The DISTRICT agrees to additionally abate the future accrual of the 10% late charge fee provided the payment plan payments and the current monthly charges are paid in full on or before the stated monthly payment due date. Payment is due in full at time of the sale of the property.

2. **Pre-payment** The undersigned BORROWER(S) reserve(s) the right to **prepay** this Payment Plan in whole or in part at any time **without penalty**.

3. **Application of Payment** Each payment shall be credited to the aged amount of all charges first.

4. **Default** **If there is any default in the payment of an amount when due, the abatement of service charges shall be reversed and the entire sum of the original principal (\$ \_\_\_\_\_) and applicable late charge fees shall become immediately due and payable at the option of the holder of this Agreement, and water service will be discontinued without additional notification. Unpaid service charges will be certified to the County Auditor.** This Payment Plan shall be payable only in lawful currency of the United States of America. If a legal action of any kind is instituted as a result of this Agreement, or the debt, in order to collect delinquent payments owed, the undersigned BORROWER(S) promise(s) to also pay reasonable attorney fees and court costs. Amounts owed that are paid by check which is returned for insufficient funds must be paid in full with an additional \$30.00 service fee within 48 hours of our notification of the insufficiency by the bank. At that time, payment must be made in the form of a cashier's bank check, money order, pre-approved credit card payment or cash in the exact amount due at the District office to avoid immediate termination of service.

5. **Severability** In the event that any part of this Payment Plan Agreement is declared to be invalid or unenforceable the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or unnecessarily dependent for its operation upon the portion so held invalid or unenforceable. In any event, such invalidity or unenforceability shall not affect the validity or the enforceability of the debt owed by BORROWER to the DISTRICT.

6. **Waiver of Breach** A waiver by either of a breach or violation of any provision of this Payment Plan Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

7. **Entire Agreement and Modification** This Payment Plan contains the entire Agreement of the parties. It may not be modified orally, but only by agreement in writing signed by both parties.

8. **Binding Effect** This Payment Plan Agreement shall be binding upon the successors and assigns of both parties to this Agreement. BORROWER understands and agrees that the DISTRICT may, in its discretion, file and record this Payment Plan Agreement in the office of the County Recorder.

9. **Certification to County Auditor** BORROWER also understands that the DISTRICT may, at any time, certify any delinquency owed by BORROWER to the County Auditor pursuant to Ohio law.

Witnessed by:

BORROWER(S):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO            }  
                                  }SS  
COUNTY OF LICKING    }

Before me, a Notary Public in and for said County, personally appeared the above-mentioned BORROWER(S) \_\_\_\_\_, who acknowledged that they did sign this instrument and the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



***SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT***

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740)927-0410 Fax (740)927-4700

**URGENT NOTICE  
REGARDING RECONNECTION OF  
YOUR WATER SERVICE**

You have requested that the Southwest Licking Community Water and Sewer District reconnect your water service after being disconnected by the District at the District's water main line. **PLEASE NOTE THAT THE DISTRICT IS ENTITLED TO ASSUME THAT ALL FIXTURES AND PIPING TO WHICH THE SERVICE WILL BE SUPPLIED ARE IN GOOD WORKING ORDER AND THAT YOU ARE RESPONSIBLE FOR TURNING OFF ALL WATER FAUCETS AND FIXTURES IN OR AROUND YOUR HOME OR BUILDING BEFORE THE DISTRICT RECONNECTS YOUR WATER SERVICE.** If the District reconnects your water service and there are any faulty fixtures or piping you may experience a leak. If the District reconnects your water service and there are any faucets or other fixtures turned on at the time the water is reconnected, water will automatically begin to run through those faucets and fixtures. Therefore, you may experience flooding. The District will not accept responsibility for any damage to your property as a result of faulty fixtures or piping or open faucets or fixtures at the time the District reconnects your water service.

I, \_\_\_\_\_, hereby acknowledge that I have read the above Notice Regarding Reconnection of my Water Service and that I agree to its terms.

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



2. Submittals:

The following submittals are required:

- a. Two (2) copies of detailed plans, including site plan, vicinity plan, schematic diagram, point of connection, and related views necessary to evaluate the process.
- b. Two (2) copies of technical specification.
- c. Two (2) copies of "Pretreatment Survey Questionnaire"

3. The foregoing data is a true statement of facts pertaining to the proposed industrial installation. Therefore, I certify under penalty of law that I have personally examined and am familiar with the information submitted and I believe the submittal to be true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. Furthermore, I acknowledge that the Southwest Licking Community Water and Sewer District has the right to request and receive further information concerning items pertaining to facility effluent at any time.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Engineer Preparing Plans

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of Applicant

**SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT**

P.O.Box 215      Etna, Ohio 43018  
69 Zellers Lane      Pataskala, Ohio 43062  
Phone (740) 927-0410      Fax (740) 927-4700

**PRETREATMENT SURVEY QUESTIONNAIRE**

**General Instructions:** Please read these instructions and the questionnaire prior to completing this form. EVERY question should be answered completely. If a question does not apply to this facility, indicate "Not Applicable", "N/A". Use the most recent 12-month period as the information data base; if normal operations vary from this time period, note accordingly. Since this questionnaire was developed to cover a broad range, type, and size of commercial/industrial facilities, some questions may not be readily understandable; therefore, selected questions are given clarifying instructions. If you have any questions concerning this form, contact:

Mel Weaver, Water Reclamation Department Supervisor / Pretreatment Coordinator  
Southwest Licking Community Water & Sewer District  
P.O.Box 215, Etna, Ohio 43018  
8720 Gale Road, Hebron, Ohio 43025  
(740) 928-0823 / (740) 928-0821 fax

Once completed, sign and return this form.

**SPECIFIC INSTRUCTIONS**

Section I: General Information

1. - 5.      Self Explanatory

Section II: Product or Service Information

1.            Wastewater is any liquid wastes; sanitary, process, cooling, etc.
2.            Standard Industrial Classification (SIC) codes are four (4) digit numbers used to classify business establishments by the type of activity in which they are engaged. It is important to correctly classify the facility. If the SIC codes are not known, give as complete a process description of the manufacturing/service activity at this facility as possible; SIC codes will be completed upon receipt of the questionnaire. If one (1) product/service is produced, but it incorporates several separate identifiable processes, list all appropriate SIC codes in order of importance.
3.            Wherever possible, give the chemical constituents of these items; do not use trade names.

Section III: General Water / Wastewater Information

1. - 2.      Self Explanatory

**STOP! REVIEW THE QUESTIONNAIRE STATEMENT AND CONTINUE AS DIRECTED.**

Section IV: Facility Operational Characteristics

1. A batch operation is one conducted in a single lot, while a continuous operation proceeds without interruption.
2. - 7. Self Explanatory

Section V: Water Use Information

1. Indicate the 12-month period covered. "Total Usage" should give the amount of water utilized by the facility in this time period. Specify Units Used and calculate the "Daily Average" using the same units.
2. Self Explanatory
3. Be specific when entering this information; if actual volumes are not known, estimate volumes and note accordingly. SPECIFY UNITS.

Section VI: Wastewater Information

1. - 2. Self Explanatory
3. Batch wastewaters are generated by a particular process, then totally discharged at one time.
4. - 5. Self Explanatory
6. Be specific when entering this information; if actual volumes are not known, estimate volumes and note accordingly. SPECIFY UNITS.
7. Mark the boxes which characterize the facility's wastewater.
8. Priority pollutants, Table 1, are substances USEPA has determined to be acutely toxic. Indicate whether any of these pollutants are present on-site, used or discharged with the facility's wastewater; if discharged with the wastewater, follow the general statement at the bottom of the table.

**STOP! REVIEW THE QUESTIONNAIRE STATEMENT AND CONTINUE AS DIRECTED.**

Section VII: Pretreatment Information

1. Self Explanatory
2. Residuals are solid or liquid substances removed from wastewater via treatment processes prior to discharge to the sanitary sewer.
3. Self Explanatory
4. Baseline monitoring reports are required from specific industries regulated by federal categorical pretreatment standards.

Section VIII: Sewer Connection and Discharge Information

1. Self Explanatory

## PRETREATMENT SURVEY QUESTIONNAIRE

### I. GENERAL INFORMATION

1. Company Name: \_\_\_\_\_
2. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
3. Facility Address: \_\_\_\_\_  
\_\_\_\_\_
4. Name and Title of person to contact for information contained in this questionnaire: \_\_\_\_\_  
\_\_\_\_\_
- Phone Number / Extension: \_\_\_\_\_

The information contained in this questionnaire is familiar to me and to the best of my knowledge and belief is true, accurate, and complete.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### II. PRODUCT OR SERVICE INFORMATION

1. Brief description of manufacturing or service activity at this facility:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Enter principle STANDARD INDUSTRIAL CLASSIFICATION (SIC) code for all processes or business activities and describe processes:
- | SIC Code Number | Brief Process Description |
|-----------------|---------------------------|
| _____           | _____                     |
| _____           | _____                     |
| _____           | _____                     |
3. Product Information:
- a. List of products: \_\_\_\_\_  
\_\_\_\_\_
  - b. List of raw materials: \_\_\_\_\_  
\_\_\_\_\_
  - c. List of catalysts / intermediates: \_\_\_\_\_  
\_\_\_\_\_
  - d. List of by-products: \_\_\_\_\_  
\_\_\_\_\_

(Attach Additional Sheets as Necessary)

**III. GENERAL WATER / WASTEWATER INFORMATION**

- 1. Does this facility discharge ANY wastewater to the District's sanitary sewer system?  Yes  No
- 2. Does this facility have a National Pollutant Discharge Elimination System (NPDES) permit(s)?  Yes  No
- 3. Does the permitted facility discharge ANY wastewater not covered by the NPDES permit(s)?  Yes  No

If "yes", give details: \_\_\_\_\_  
\_\_\_\_\_

- 4. If answers to questions 1-3 are "no", describe the methods used to dispose of wastewaters and liquid wastes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF THE RESPONSE TO QUESTION 1 OF THIS SECTION IS "NO", COMPLETE SECTIONS I, II, AND III AND RETURN THIS FORM TO THE INDICATED ADDRESS. IF THE RESPONSE TO QUESTION 1 IS "YES", COMPLETE THE REST OF THIS FORM AND RETURN TO THE INDICATED ADDRESS.**

**IV. FACILITY OPERATIONAL CHARACTERISTICS**

- 1. Type of Operation:  Batch  Continuous  Both

If "Batch", average number of batches in 24-hours: \_\_\_\_\_

- 2. Number of days per week of operation: \_\_\_\_\_
- 3. Number of hours per day of operation: \_\_\_\_\_

- 4. Shift Information: 1st 2nd 3rd  
Start Time: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_

- 5. Is there a scheduled shutdown?  Yes  No

If "yes", indicate when: \_\_\_\_\_

- 6. Is production seasonal:  Yes  No

If "yes" indicate periods of maximum production and products: \_\_\_\_\_

7. Is expansion planned within the next three (3) years?  Yes  No

If "yes", indicate:  New Products  Same Products Additional Capacity  New Facility

**V. WATER USE INFORMATION**

1. Enter water use information below, noting yearly time period covered (month/year to month/year):  
 \_\_\_\_\_ to \_\_\_\_\_ and units (gallons, CF, etc.)

Source	Customer Account Number	Total Usage	Daily Average
City			
Well			
Surface			
Other:			

2. Does water use vary greatly during the production? Year?  Yes  No  
 Week?  Yes  No  
 Day?  Yes  No

If "yes", describe periods of maximum and minimum use:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. List water consumption within the facility:

Type	Estimated Average Volume (specify units)
Cooling Water	_____
Boiler Feed	_____
Process Water Contained in Product	_____
Sanitary	_____
Other (specify)	_____
Total	_____

4. Are corrosion or biological inhibiting chemicals added to facility water systems which are discharged to the sewer?  Yes  No

If "yes", indicate chemicals: \_\_\_\_\_



5. Are raw water treatment processes employed?  Yes  No

If "yes", list processes and method of residue disposal:

---

---

---

---

6. Are any water recycling or material reclaiming processes utilized?  Yes  No

If "yes", please describe:

---

---

---

---

## VII. WASTEWATER INFORMATION

1. Are all wastewaters discharged to the sanitary sewer?  Yes  No

If "no", describe other wastewater disposal methods:

---

---

---

---

2. Is sanitary wastewater discharged separately from process wastewater?  Yes  No

3. If batch wastewater is discharged to the sewer, list batch discharge:

Frequency: \_\_\_\_\_  
Volume: \_\_\_\_\_  
Nature of batch waste: \_\_\_\_\_

4. Is an analysis of the wastewater available?  Yes  No

If "yes", attach a copy of the most recent analysis and describe sampling location. Include date, time of sampling, and type of discharge (total plant discharge, process waste only, etc.)

5. Is a sampling manhole or other access available to collect a wastewater sample?  Yes  No

6.	List average volume of discharge or water loss to:	<u>Outlet</u>	Yes	No
			<u>Estimated Average Discharge</u>	
			(specify units)	
		Sanitary Sewer	_____	
		Storm Water	_____	
		Surface Water	_____	
		Waste Hauler	_____	
		Evaporation	_____	
	Contained in Product	_____		
	Total	_____		

7. Indicate below the general character of this facility's wastewater:

	Sanitary Wastes Only		Flammable		Ethers
	Acids / Acidic		Organic Solvents		Aldehydes / Ketones
	Alkalis / Caustic		Latex Materials		Organic Acids
	Pickling		Resins / Monomers		Soaps / Detergents
	Metal Cleaning		Waxes		Oils
	Metal Preparation		Inorganic Solids		Fats / Grease
	Plating / Electrocoating		(sand, gravel, etc.)		Hot Wastes
	Paints / Pigments		Phenolic		Radioactive
	Dyes / Inks		Alcohols		Other

8. Are any of the pollutants in Table 1 (attached) handled at this facility, used in product manufacture or a by-product which may be discharged to the sewer system?  Yes       No

If "yes", indicate these pollutants with a check mark.

**IF THIS FACILITY DISCHARGES SANITARY WASTEWATER ONLY, COMPLETE SECTIONS I THROUGH VI AND RETURN THIS FORM TO THE INDICATED ADDRESS.**

**VII. PRETREATMENT INFORMATION**

1. Are wastewaters treated prior to discharge to the sewer?  Yes       No

If "yes", describe treatment system:

---



---



---



---

2. Are any residuals generated from the pretreatment process?  Yes  No

If "yes", describe residuals:

---

---

---

Indicate the quantity of residuals created (specify units): \_\_\_\_\_

Describe method of residue disposal:

---

---

---

Is the residue considered a hazardous waste as defined by the Resource Conservation and Recovery Act?

Yes  No  Undetermined

3. Is there a Spill Prevention, Control, and Containment Plan in effect for this facility?  Yes  No

4. Has a Baseline Monitoring Report (required by 40 CFR 403.12) been submitted to the Ohio EPA or USEPA?  Yes  No

If "yes", did the District receive a copy?  Yes  No

### **VIII. SEWER CONNECTION AND DISCHARGE INFORMATION**

1. Is the facility connected to the sanitary sewer system?  Yes  No

If "yes", list:

Number of facility sewer outlets: \_\_\_\_\_

Size (inches): \_\_\_\_\_

Flow (gallons per day): \_\_\_\_\_

Type of waste conveyed: \_\_\_\_\_

If "no", describe the method of wastewater disposal?

---

---

---

---

2. Attach a simple drawing showing a general process flow diagram and indicate in-plant sampling sites, treatment processes, wastewater flow outputs, service connections, etc.

**TABLE 1: PRIORITY POLLUTANTS**

**IDENTIFY THOSE PRIORITY POLLUTANTS SUSPECTED OR KNOWN TO BE DISCHARGED IN THE FACILITY'S WASTEWATER WITH A CHECK MARK.**

**CHLORINATED ALKANES:**

- \_\_\_\_\_ Methyl Chloride
- \_\_\_\_\_ Methylene Chloride
- \_\_\_\_\_ Methyl Bromide
- \_\_\_\_\_ Chloroform
- \_\_\_\_\_ Bromoform
- \_\_\_\_\_ Carbon Tetrachloride
- \_\_\_\_\_ Dichlorobromomethane
- \_\_\_\_\_ Trichlorofluoromethane\*
- \_\_\_\_\_ Dichlorodifluoromethane
- \_\_\_\_\_ Chlorodibromomethane
- \_\_\_\_\_ Chloroethane
- \_\_\_\_\_ 1, 1-Dichloroethane
- \_\_\_\_\_ 1, 2-Dichloroethane
- \_\_\_\_\_ 1, 1, 1-Trichloroethane
- \_\_\_\_\_ 1, 1, 2-Trichloroethane
- \_\_\_\_\_ 1, 1, 2, 2-Tetrachloroethane
- \_\_\_\_\_ Hexachloroethane
- \_\_\_\_\_ 1, 1-Dichloroethylene
- \_\_\_\_\_ 1, 2-Trans-dichloroethylene
- \_\_\_\_\_ 1, 2-Dichloropropane
- \_\_\_\_\_ 1, 2-Dichloropropylene
- \_\_\_\_\_ Trichloroethylene
- \_\_\_\_\_ Tetrachloroethylene
- \_\_\_\_\_ Vinyl Chloride
- \_\_\_\_\_ Hexachlorobutadiene
- \_\_\_\_\_ Hexachlorocyclopentadiene

**CHLORINATED AROMATICS:**

- \_\_\_\_\_ 1, 2, 4-Trichlorobenzene
- \_\_\_\_\_ Chlorobenzene
- \_\_\_\_\_ Hexachlorobenzene
- \_\_\_\_\_ 2-Chloronaphthalene
- \_\_\_\_\_ 1, 2-Dichlorobenzene
- \_\_\_\_\_ 1, 3-Dichlorobenzene
- \_\_\_\_\_ 1, 4-Dichlorobenzene

**CHLORINATED ETHERS:**

- \_\_\_\_\_ Bis (Chloromethyl) Ether\*
- \_\_\_\_\_ 2-Chloroethyl Vinyl Ether
- \_\_\_\_\_ 4-Bromophenyl Phenyl Ether
- \_\_\_\_\_ Bis (2-Chloroethoxy) Methane
- \_\_\_\_\_ Bis (2-Chloroethyl) Ether
- \_\_\_\_\_ 4-Chlorophenyl Phenyl Ether
- \_\_\_\_\_ Bis (2-Chloroisopropyl) Ether

**AROMATICS:**

- \_\_\_\_\_ Benzene
- \_\_\_\_\_ Toluene
- \_\_\_\_\_ Ethyl Benzene
- \_\_\_\_\_ Naphthalene
- \_\_\_\_\_ Fluoranthene
- \_\_\_\_\_ Acenaphthene
- \_\_\_\_\_ Benzo (a) Anthracene
- \_\_\_\_\_ Benzo (a) Pyrene
- \_\_\_\_\_ Chrysene
- \_\_\_\_\_ Indeno (1, 2, 3-c, d) Pyrene
- \_\_\_\_\_ 3, 4-Benzofluranthene
- \_\_\_\_\_ Benzo (k) Fluoranthene
- \_\_\_\_\_ Acenaphthylene
- \_\_\_\_\_ Benzo (g, h, i) Perylene
- \_\_\_\_\_ Fluorene
- \_\_\_\_\_ Phenanthrene
- \_\_\_\_\_ Dibenzo (a, h) Anthracene
- \_\_\_\_\_ Pyrene
- \_\_\_\_\_ Anthracene

**PHTHALATE ESTERS:**

- \_\_\_\_\_ Bis (2-ethylhexyl) Phthalate
- \_\_\_\_\_ Butyl Benzyl Phthalate
- \_\_\_\_\_ Di-n-butylphthalate
- \_\_\_\_\_ Di-n-octylphthalate
- \_\_\_\_\_ Diethylphthalate
- \_\_\_\_\_ Dimethylphthalate

**PHENOLS:**

- \_\_\_\_\_ Phenol
- \_\_\_\_\_ 2-Chlorophenol
- \_\_\_\_\_ 2, 4-Dichlorophenol
- \_\_\_\_\_ Pentachlorophenol
- \_\_\_\_\_ 2-Nitrophenol
- \_\_\_\_\_ 2, 4-Dimethylphenol
- \_\_\_\_\_ 4-Nitrophenol
- \_\_\_\_\_ 2, 4-Dinitrophenol
- \_\_\_\_\_ 4, 6-Dinitro-ocresol
- \_\_\_\_\_ 2, 4, 6-Trichlorophenol
- \_\_\_\_\_ Para-chloro-meta-cresol

\*These pollutants have been removed from the priority list on January 8, 1981 (FR, Vol. 46, No. 5, p. 2266) and February 4, 1981 (FR, Vol. 46, No. 23, p. 10723)

**TABLE 1: PRIORITY POLLUTANTS** (continued)

**IDENTIFY THOSE PRIORITY POLLUTANTS SUSPECTED OR KNOWN TO BE DISCHARGED IN THE FACILITY'S WASTEWATER WITH A CHECK MARK.**

**SUBSTITUTED AROMATICS:**

Nitrobenzene  
 2, 4-Dinitrotoluene  
 2, 6-Dinitrotoluene  
 2, 3, 7, 8-Tetrachlorodibenzo-p-dioxin  
 Benzidine  
 3, 3-Dichlorobenzidine  
 1, 2-Diphenylhydrazine

**MISCELLANEOUS:**

Acrolein  
 Acrylonitrile  
 Asbestos  
 Cyanide  
 Isophorone  
 N-nitrosodimethylamine  
 N-nitrosodiphenylamine  
 N-nitrosodi-n-propylamine

**POLYCHLORINATED BIPHENYLS**

PCB-1242  
 PCB-1254  
 PCB-1248  
 PCB-1221  
 PCB-1232  
 PCB-1260  
 PCB-1016

**METALS:**

Antimony  
 Arsenic  
 Beryllium  
 Cadmium  
 Chromium  
 Copper  
 Lead  
 Mercury  
 Nickel  
 Selenium  
 Silver  
 Thallium  
 Zinc

**PESTICIDES:**

Aldrin  
 Dieldrin  
 Chlordane  
 4, 4-DDT  
 4, 4-DDE  
 4, 4-DDD  
 Endosulfan-alpha  
 Endosulfan-beta  
 Endosulfan-sulfate  
 Endrin  
 Endrin Aldehyde  
 Heptachlor  
 Heptachlor Epoxide  
 BHC-alpha  
 BHC-beta  
 BHC (lindane) - gamma  
 BHC-delta  
 Toxaphene

**SOUTHWEST LICKING COMMUNITY WATER SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**APPLICATION FOR SHORT TERM BULK WATER PROGRAM**

( 1 - 3 Business Days )

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Purpose: \_\_\_\_\_

I hereby certify that I have received a hydrant meter and backflow prevention device from the Southwest Licking Community Water and Sewer District. I understand that any tampering with the meter or meter head or misuse of the hydrant meter is considered theft of water and will be subject to penalties as described in the District Rules and Regulations. I will immediately report any problems with this meter to the District.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

(To be completed by SWLCWSD)

Meter Serial Number: _____	Date Out: _____
Meter Size: _____	Deposit: _____
Meter Reading Out: _____	Cash: _____ Check #: _____
SWLCWSD Employee/Sign Out: _____	

Meter Reading In: _____	Date In: _____
Meter Condition: _____	
SWLCWSD Employee/Sign In: _____	

Total Days Used: _____	Water Billing Rate: \$ _____ / 1,000 Gallons
Total Consumption _____	Total Due: \$ _____
Payment Received: _____	Deposit Returned: _____ Check #: _____
Cash: _____ Check #: _____	Date Mailed: _____

**SOUTHWEST LICKING COMMUNITY WATER SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**APPLICATION FOR LONG TERM BULK WATER PROGRAM**

*(3+ Business Days )*

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Anticipated Duration: \_\_\_\_\_

I hereby certify that I have received a hydrant meter and backflow prevention device from the Southwest Licking Community Water and Sewer District. I understand that any tampering with the meter or meter head or misuse of the hydrant meter is considered theft of water and will be subject to penalties as described in the District Rules and Regulations. I will immediately report any problems with this meter to the District.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

*(To be completed by SWLCWSD)*

Meter Serial Number: _____	Date Out: _____
Meter Size: _____	Deposit: _____
Meter Reading Out: _____	Cash: _____ Check #: _____
SWLCWSD Employee/Sign Out: _____	

Meter Reading In: _____	Date In: _____
Meter Condition: _____	
SWLCWSD Employee/Sign In: _____	

Total Days Used: _____	Water Billing Rate: \$ _____ / 1,000 Gallons
Total Consumption _____	Account Balance PIF: _____
Deposit Returned: _____	Date Mailed: _____
Cash: _____	Check #: _____





**SOUTHWEST LICKING COMMUNITY WATER & SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**INVOICE**

Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Description of Service Rendered: Bulk Water: Short Term \_\_\_\_\_  
Long Term \_\_\_\_\_  
Other: \_\_\_\_\_

Meter #: \_\_\_\_\_

Beginning Read Date: \_\_\_\_\_

Meter Reading: \_\_\_\_\_

Current Read Date: \_\_\_\_\_

Meter Reading: \_\_\_\_\_

CONSUMPTION: \_\_\_\_\_

Water Rate: \_\_\_\_\_

Deposit Date: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Explanation of Charges for Services other than Bulk Water:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL DUE:** \_\_\_\_\_

Total Due After Due Date:  
\_\_\_\_\_

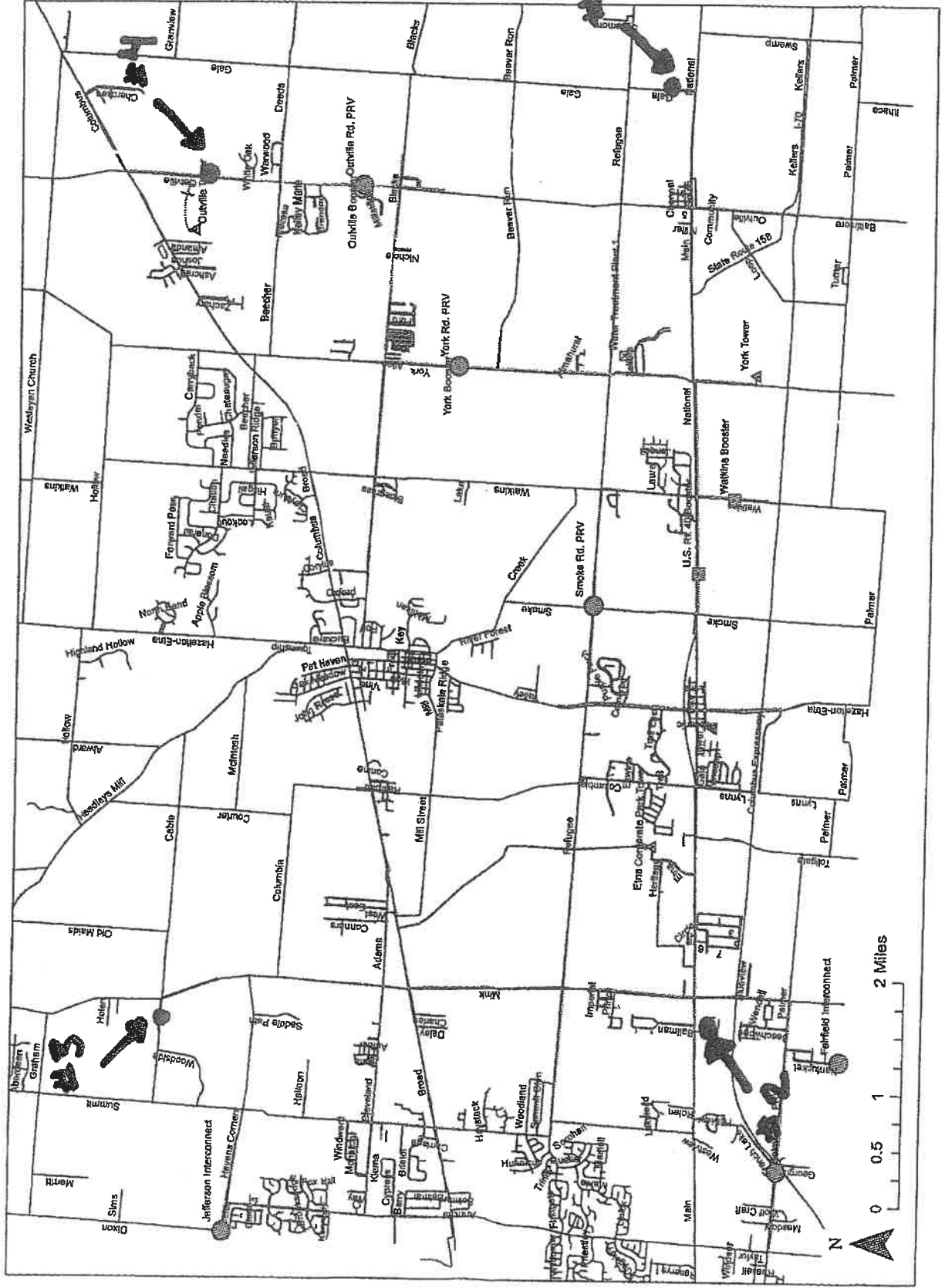
**DATE DUE:** \_\_\_\_\_

Please remit to: SWLCWSD  
P.O.Box 215  
Etna, Ohio 43018

or make payment in person at: 69 Zellers Lane  
Pataskala, Ohio 43062

## **– Approved Hydrant Locations**

1. 8720 Gale Road, Hebron, OH 43025
  - a. Hydrant is located at the bridge where Gale Road crosses the South Fork Licking River
2. 150 Humphries Drive, Reynoldsburg, OH 43068
  - a. Hydrant is located on Humphries Drive directly across from Harris & Heavener
3. 13001 Cable Road, Pataskala, OH 43062
  - a. Hydrant is located directly across from Licking Heights High School
4. 4395 Outville Road, Granville, OH 43023
  - a. 1<sup>st</sup> Hydrant South of Lexington Woods Drive on Outville Road



**Legend**

**Watermain**

<all other values>

**Layer, Label**

- Water-02, 2" WM
- Water-03, 3" WM
- Water-04, 4" WM
- Water-05, 6" WM
- Water-08, 8" WM
- Water-12, 12" WM
- Water-14, 14" WM
- Water-16, 16" WM

**Booster\_Towers\_Plants**

**Other Structures**

- Boosters
- Interconnect
- PRV
- Towers
- Water Treatment Plant 1



Water System Map  
 Facilities Plan  
 Southwest Licking Community  
 Water and Sewer District

03-25-15



## **FIRE HYDRANT CONNECTION PROCEDURE**

- 1. All applicable fees paid and application completed prior to any connection to the District's water system.**
- 2. Only hydrant meters with backflow prevention devices, issued by the Southwest Licking Community Water and Sewer District, shall be authorized for fire hydrant connection.**
- 3. Only those authorized locations listed on the approved hydrant location list/map shall be used for a fire hydrant connection.**
- 4. Only a 2.5 inch nozzle shall be connected to the hydrant meter.**
- 5. Only a District approved fire hydrant wrench shall be used to operate the fire hydrant.**
- 6. A maximum filling rate of 200-250 gallons per minute is authorized by the District.**

### HYDRANT METERS IN USE AS OF 12/05/19

- |   |                                       |
|---|---------------------------------------|
| 1) Stillwell Farms (740-862-4551)       | Meter #99817965                       |
| 2) Rader's Water Hauling (740-927-2218) | Meter #99817964                       |
| 3) Hagy Farms (740-964-4364)            | Meter #99817966 (Already Wired)       |
| 4) Wilson Turf (614-444-8873)           | 1" Meter (Customer Owns Meter)        |
| 5) Harris & Heavener (740) 927-1423     | Meter #22340412 (Already Wired)       |
| 6) Emswiler Farms (740) 927-4211        | Meter #22274385 (Already Wired)       |
| 7) Sunburst Pools (740) 927-9686        | Meter #15980319 (Already Wired)       |
| 8) Sunburst Pools (740) 927-9686        | Meter #16980882 (Already Wired)       |
| 9) McClain Development (740) 345-3700   | Meter #78649355 (POOL METER)          |
| 10) BOCA (419) 706-1966                 | Meter #11010579 (Customer Owns Meter) |
| 11) Trucco Construction (740) 417-9010  | Meter #20609459 (Customer Owns Meter) |
| 12) Miller Brothers (419) 966-6787      | Meter #99814931 (Already Wired)       |
| 13) Dreier & Maller                     | Meter #12804972 (Customer Owns Meter) |
| 14) CST Utilities (614) 875-9508        | Meter #8946641 (Customer Owns Meter)  |
| 15) Kelchner Const (937) 657-1926       | Meter #411379 (Already Wired)         |
| 16) George J Igel (614) 445-8421        | Meter #32005186 (Customer Owns Meter) |
| 17) Thompson Exc (614) 604-4351         | Meter #41895873 (Customer Owns Meter) |
| 18) Clayco (314) 882-8684               | Meter #293579 (Already Wired)         |
| 19) Miller Brother Const (740) 605-9525 | Meter #9051451 (Customer Owns Meter)  |
| 20) Rancks Liquid Trans (740) 404-3333  | Meter #411378 (Already Wired)         |
| 21) Hobbs Transport (740) 225-0334      | Meter #16980883 (Already Wired)       |
| 22) KE Gutridge (740) 349-9411          | Meter #49567476 (Customer Owns Meter) |
| 23) KE Gutridge (740) 349-9411          | Meter #49032492 (Customer Owns Meter) |
| 24) The Conlan Co (770) 423-8022        | Meter #293580 (Already Wired)         |
| 25) Buckeye Ready Mix (614) 496-6498    | Meter #18837716 (Customer Owns Meter) |
| 26) Decker Const (614)488-7958          | Meter #19498653 (Already Wired)       |
| 27) Humble Const (937) 539-0040         | Meter #27842556 (Pool Meter)          |

***THERE ARE CURRENTLY NO METERS AVAILABLE FOR USE.***

**SOUTHWEST LICKING COMMUNITY WATER SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**APPLICATION FOR SWIMMING POOL FILLING PROGRAM**

( 1 - 3 Business Days )

Customer Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Is Account Current? Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby certify that I have received a swimming pool filling meter from the Southwest Licking Community Water and Sewer District for the purpose of filling my residential swimming pool. I understand that any tampering with the meter or meter head or misuse of the hydrant meter is considered theft of water and will be subject to penalties as described in the District Rules and Regulations. I will immediately report any problems with this meter to the District.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

(To be completed by SWLCWSD)

Meter Serial Number: _____	Date Out: _____
Meter Size: _____	Date Due: _____
Meter Reading Out: _____	
SWLCWSD Employee/Sign Out: _____	

Meter Reading In: _____	Date In: _____
Meter Condition: _____	
SWLCWSD Employee/Sign In: _____	

Total Days Used: _____	Sewer Billing Rate: \$ _____ / 1,000 Gallons
Total Consumption _____	Total Adjustment \$ _____

Note: Your account will be billed for the replacement cost of the meter if it is found to be damaged upon return OR if the meter is not returned by the specified date.

**SOUTHWEST LICKING COMMUNITY WATER SEWER DISTRICT**

P.O.Box 215 Etna, Ohio 43018  
69 Zellers Lane Pataskala, Ohio 43062  
Phone (740) 927-0410 Fax (740) 927-4700

**APPLICATION FOR NEW LAWN WATERING PROGRAM**

Account Number: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I hereby request consideration for an abatement of sanitary sewer service charges resulting from a temporary increase in my water consumption due to the establishment of a new lawn.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*  
(To be completed by SWLCWSD)

Evidence of New Sod/Seed: \_\_\_\_\_  
Evidence of New Build: \_\_\_\_\_

Month 1 Read Date: \_\_\_\_\_ Reading: \_\_\_\_\_  
Consumption Over 3,000 Gallons: \_\_\_\_\_ Sanitary Sewer Rate: \_\_\_\_\_  
Adjustment: \_\_\_\_\_ Adjustment Entered By: \_\_\_\_\_

Month 2 Read Date: \_\_\_\_\_ Reading: \_\_\_\_\_  
Consumption Over 3,000 Gallons: \_\_\_\_\_ Sanitary Sewer Rate: \_\_\_\_\_  
Adjustment: \_\_\_\_\_ Adjustment Entered By: \_\_\_\_\_

Month 3 Read Date: \_\_\_\_\_ Reading: \_\_\_\_\_  
Consumption Over 3,000 Gallons: \_\_\_\_\_ Sanitary Sewer Rate: \_\_\_\_\_  
Adjustment: \_\_\_\_\_ Adjustment Entered By: \_\_\_\_\_

# Drinking Water Source Protection Area

## Southwest Licking Community Water and Sewer District

### Potential Contaminant Sources:

- Animal Feedlot
- Auto Repair/Body Shop
- BUSTR Inactive LUST
- Boat Services/Repair/Refinishing
- Cemetery
- Crops: Corn, Soybean, Wheat
- Drinking Water Treatment Plant
- Gas Station (Existing/Abandoned/Historical)
- Gravel Pit/Quarry
- Greenhouse/Nursery
- Hazardous Waste Handlers (RCRIS)
- Lagoon/Pit/Pond
- Lawn Farm Store
- NPDES Permitted Facility (PCS)
- Pasture
- School (Bus Area/Garage)
- Septic System (Leachfield)
- Sewer Line
- Sludge Application Fields
- Storm Water Basin
- Well, Oil & Gas

Public Water System Wells (Active)

Inner Management Zone (1-year time of travel)

Drinking Water Source Protection Area (5-year time of travel)

LOW MODERATE HIGH

Aquifer Susceptibility

**Ohio** Environmental Protection Agency  
Division of Drinking and Ground Waters

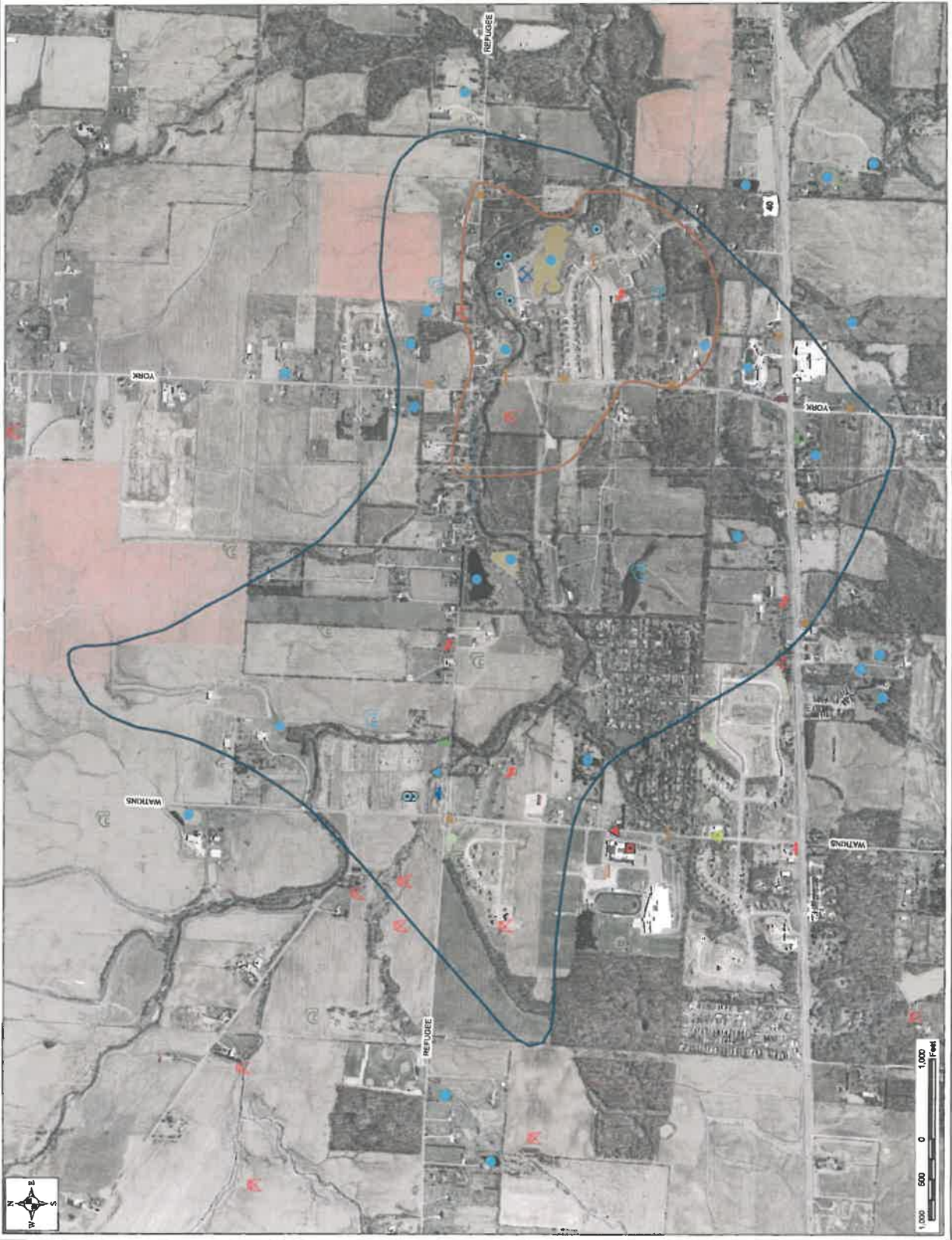


Figure 1. Southwest Licking Community Water and Sewer District's Drinking Water Source Protection Area and Potential Contaminant Source Inventory (PWSID OH4505412)