

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$611,942.07

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

GENERAL FUND/PROSECUTING ATTORNEY

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E11.000 Other Expenses	\$ 600.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E12.012 Equipment	\$ 900.00
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E12.012 Equipment	\$ 600.00

H00 PUBLIC ASSISTANCE FUND/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H03.012 Equipment	E-2510-H000-H17.000 Other Expenses	\$50,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds:

GENERAL FUND AND THE B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$17,500.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of June 7, 2017:

GENERAL FUND

E-0131-A006-A17.012	Cruisers	\$5,618.68
E-0256-A014-A01.000	CORSA Costs	\$11,000.00

K00 MVGT FUND/ROADS

E-2812-K000-K12.000	Materials/Road	\$69,000.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$5,797.00
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OAKVIEW JUVENILE-VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$1,842.75
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$22.50
E-8012-S032-S00.000	Activity Fund	\$198.30

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$766.86
E-0131-A006-A21.000	Towing	\$365.00
E-0131-A006-A23.000	Background	\$167.00
E-0131-A006-A24.000	E-SORN	\$200.00
E-0131-A006-A32.000	Warrant Fee	\$680.00
E-1652-B016-B02.000	Education Expenses	\$440.00
E-5100-S000-S01.010	Supplies	\$7,375.36
E-5101-S001-S06.000	CCW License	\$1,750.00
E-5101-S001-S07.012	CCW Equipment	\$1,398.00
E-9710-U010-U06.000	Other Expenses	\$16,125.34

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-MAY & JUNE, 2017

June 7, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for Hospitalization Chargebacks for May & June, 2017.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,930.72
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	23,553.24
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	38,225.47
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,856.26
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,845.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,422.95
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,268.85
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	7,164.46
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,231.62
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,079.64
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,537.70
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	124,094.91
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	169,020.08
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,751.48
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,845.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,502.59
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	52,405.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	16,388.78
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,691.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	81,306.99
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	12,316.44
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,422.95
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,422.95
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,845.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	28,852.02
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,079.64
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	8,728.19
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	28,627.62
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	5,692.43
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	9,301.23
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	969.40
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	362.54
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	16,684.15
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	1,837.10
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	569.18
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	718.39
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	608.48
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,561.32
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	2,011.78

June 7, 2017

E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,015.72
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,845.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	5,691.80
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	8,537.70

TOTALS **730,827.43**

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies. **CORSA REIMBURSEMENT/LOSS OF UPS AT THE JAIL-\$11,000.00** deposited into R-0040-A000-Q00.500 on 06/06/17. (Claim No. 0160028215-Failure of Jail UPS – DOL 05/09/17)

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated June 7, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows: **BOARD OF ELECTION**-William Shubat, Kelly McCabe, Paul Zavacky and Aaron Moore to Cambridge, OH, on June 8, 2017, to attend the Americans with Disability Act seminar. **DJFS**-John Regis to Columbus, OH, on June 28, 2017 to attend the Title XX Reporting Tool Training. A county vehicle will be used for travel. Estimated expenses: \$12.00. Vince Gianangeli to Columbus, OH, on June 29-30, 2017, to attend the PCSAO Executive Membership meeting. Estimated expenses: \$480.40.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE CONSOLIDATION OF BELMONT COUNTY SANITARY SEWER DISTRICT NO. 1, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, AND BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3A, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3B, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3C INTO ONE COUNTYWIDE SEWER DISTRICT TO BE KNOWN AS THE BELMONT COUNTY SANITARY SEWER DISTRICT

WHEREAS, the Board of County Commissioners of Belmont County, Ohio, heretofore by appropriate legislation provided for various sewer districts in Belmont County known as Belmont County Sanitary Sewer Districts No. 1, No. 2, No. 3A, 3B, and 3C; and

WHEREAS, the establishment of various separate sewer districts was necessary at that time to facilitate the use of different sewer rates and to equitably apportion the cost of providing sewer service; and

WHEREAS, because the cost of providing these services has changed, it has become unnecessary to maintain separate sewer districts; and

WHEREAS, it is now appropriate to consolidate all of the sewer districts into one district in order to complete the objective of equitably apportioning the cost of providing sewer service to all customers; and

WHEREAS, the County's bond counsel has determined that no public hearing is required for such consolidation;

NOW, THEREFORE; BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the consolidation of all sewer districts in Belmont County, those being Belmont County Sanitary Sewer District No. 1, Belmont County Sanitary Sewer District No. 2, and Belmont County Sanitary Sewer District No. 3A, 3B, and 3C be, and are, hereby consolidated into one sewer district.

BE IT FURTHER RESOLVED that the consolidated District shall be known as Belmont County Sanitary Sewer District.

The Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners, and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Thomas moved the adoption of the foregoing resolution. It was seconded by Commissioner Meyer, and upon call of the roll the following vote resulted;

Mr. Thomas Yes Mr. Meyer Yes Mr. Dutton Yes

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE CONSOLIDATION OF ALL WATER DISTRICTS IN THE FORMER BELMONT COUNTY SANITARY SEWER DISTRICT NO. 1, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, AND BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3A, 3B, and 3C WHICH SEWER DISTRICTS HAVE NOW BEEN CONSOLIDATED INTO THE BELMONT COUNTY SANITARY SEWER DISTRICT

June 7, 2017

WHEREAS, the Board of County Commissioners of Belmont County, Ohio, heretofore by appropriate legislation provided for various water districts in Belmont County Sanitary Sewer Districts No. 1, No. 2, and No. 3; and

WHEREAS, the establishment of various separate water districts in the separate sewer districts was necessary at that time to facilitate the use of different water service rates in each improvement area and to equitably apportion the cost of providing water service; and

WHEREAS, because the cost of providing service has changed, it has become unnecessary to maintain separate sewer districts and separate water districts; and

WHEREAS, heretofore by appropriate legislation, the Belmont County Commissioners have consolidated the five separate Sanitary Sewer Districts into one Sewer District known as The Belmont County Sanitary District; and

WHEREAS, it is now appropriate to consolidate all of the water districts into one district in order to complete the objective of efficiently operating the County water system and equitably apportioning the cost of providing water service to all customers; and

WHEREAS, the County's bond counsel has determined that no public hearing is required for such consolidation;

NOW, THEREFORE; BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the consolidation of all water districts in the former Belmont County Sanitary Sewer District No. 1, Belmont County Sanitary Sewer District No. 2, and Belmont County Sanitary Sewer District No. 3A, 3B, and 3C be, and is, hereby approved.

BE IT FURTHER RESOLVED that the consolidated water district shall be known as The Belmont County Water District.

The Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners, and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Thomas moved the adoption of the foregoing resolution. It was seconded by Commissioner Dutton, and upon call of the roll the following vote resulted;

Mr. Thomas Yes Mr. Dutton Yes Mr. Meyer Yes

IN THE MATTER OF ADOPTING A RESOLUTION ADOPTING AN OPERATING CODE FOR THE PUBLIC WATER SUPPLY AND PUBLIC SEWER FACILITIES IN THE NEW CONSOLIDATED SEWER AND WATER DISTRICT

WHEREAS, the Board of County Commissioners of Belmont County, Ohio, heretofore by appropriate legislation has consolidated Belmont County Sanitary Sewer District No. 1, Belmont County Sanitary Sewer District No. 2, Belmont County Sanitary Sewer District No. 3A, Belmont County Sanitary Sewer District No. 3B, and Belmont County Sanitary Sewer District No. 3C into one countywide Sewer District; and

WHEREAS, the Board of County Commissioners of Belmont County, Ohio, heretofore by appropriate legislation has consolidated all of the water districts in Belmont County Sanitary Sewer District No. 1, Belmont County Sanitary Sewer District No. 2, and Belmont County Sanitary Sewer District No. 3A, 3B, and 3C into one countywide water district; and

WHEREAS, it is necessary to adopt an operating code for the public water supply and public sewer facilities in the new consolidated water and sewer district;

NOW THEREFORE; BE IT RESOLVED by the County Commissioners of Belmont County, Ohio, that the operating code of the newly consolidated water and sewer district attached to this resolution and made a part hereof by incorporation be, and hereby is, approved.

The Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners, and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Thomas moved the adoption of the foregoing resolution. It was seconded by Commissioner Meyer, and upon call of the roll the following vote resulted;

Mr. Thomas Yes Mr. Meyer Yes Mr. Dutton Yes

BELMONT COUNTY WATER AND SANITARY SEWER REGULATIONS

Established By:

The Board of Commissioners
of Belmont County, Ohio

These regulations establish guidelines, policies, procedures, rates, and penalties for the safe, efficient, and sound fiscal operation of the water and wastewater systems owned by Belmont County, Ohio. The regulations are established under the authority of Section 6103 County Water Supply Systems and Section 6117 Sewer Districts; County Sewers of the Ohio Revised Code.

Adopted by the Board of Commissioners by Resolution N/A dated June 7, 2017 and supersedes "Resolution Adopting and Operating Code for Public Water Supply Facilities in Belmont Sanitary Sewer District No. 2 and District No. 3" dated January, 26, 1972 and revised thereafter and "Resolution Regulating the Use of Public and Private Sewers and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer System in Sanitary Sewer District No. 1 of Belmont County, Ohio" passed June 8, 1964.

Chapter I - General Provisions

101 - Purpose:

It is the purpose of this regulation to establish guidelines, policies, procedures, rates, and penalties for the safe, efficient, and sound fiscal operation of the water and wastewater systems owned by Belmont County. This regulation is required to comply with certain requirements of the United States Environmental Protection Agency and the Ohio Environmental Protection Agency.

The Water and Sanitary Sewer Regulations are intended to protect and preserve the physical integrity of the water and wastewater systems.

The Industrial Pretreatment Regulation is intended to establish guidelines and standards necessary for the control of industrial waste discharged into the Belmont County wastewater collection system in order to prevent the introduction of pollutants into the wastewater system which could upset the normal operation of the treatment plant or contaminate the resulting sludge.

102 - Governing Regulations:

When there appears to be, or there is in fact, a conflict between these Regulations and the requirements of the Clean Water Act, U.S.EPA, Ohio EPA, Code of Federal Regulations, or Ohio Revised Code, the document providing the highest or most stringent requirement, criteria, standard or rule shall govern.

103 - Definitions:

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

1. Act: The Federal Water Pollution Control Act, also known as the Clean Water Act and Public Law 92-500, as amended, 33 U.S.C. 1251, et. seq, as well as guidelines, limitations and standards promulgated by the U.S. EPA pursuant to the Act.
2. Applicable Pretreatment Standard: Pretreatment limit or prohibitive standard (federal and/or local), deemed to be the most restrictive, with which non-domestic users are required to comply.
3. Approval Authority: The Ohio Environmental Protection Agency and the United States Environmental Protection Agency.
4. Authorized Representative of Industrial Users: Shall mean 1) a principle executive officer of at least the level of vice president, if the industrial user is a corporation; 2) a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; 3) a duly authorized representative of the individual designed above if such representative is responsible for the overall operation of the facilities from which the discharge originates.
5. Average Monthly Discharge Limitation: The highest allowable average of 'daily discharges' over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during the month.
6. Average Weekly Discharge Limitation: The highest allowable average of 'daily discharges' over a calendar week, calculated as the sum

of all daily discharges measured during a calendar week divided by the number of daily discharges measured during the week.

7. Beneficial Uses: Includes, but not limited to domestic, municipal, agricultural, industrial, power generation, recreation, aesthetic enjoyment, navigation, and the preservation and enhancement of fish, wildlife, and other aquatic resources or reserves, and other users, both tangible and intangible, as specified by the state on federal law.
8. "BOD₅" Five Day Biochemical Oxygen Demand: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in parts per million (ppm) or milligrams per liter (mg/l) by weight, determined in accordance with the latest edition of Standard method for Examination of Water and Wastewater.
9. Biodegradable: Any material that is easily amenable to breakdown to less complex compounds by the biologic process present in the County wastewater facilities. The County shall determine whether a material is biodegradable if such a determination is required.
10. Builder: Any person, firm or corporation who constructs any structure, or part of a structure, which may or may not be constructed for human habitation.
11. Building: Any structure, or part of a structure, which may or may not be constructed for human habitation.
12. Building Drain: That part of the lowest horizontal piping of a building drainage system which receives the discharge from downspouts, footer drains or other storm sewers or drains and conveys such discharge to a point in a public or natural storm drainage system.
13. Building Sewer: That part of the lowest horizontal piping of a building sanitary system which receives the discharge from sanitary facilities in a building and extending to three feet outside the building wall, excluding building drainage facilities, and conveys such discharge to a centralized sanitary sewer system.
14. Connection Fee: The charge levied on new users in the system to help fund future POTW expansions as the new users reduce existing plant growth capacity. The connection fee is based on the EDU of the new user at the current rate at the time of permit application.
15. Capital Cost: Portion of the cost of the wastewater treatment system which is directly attributable to the principle and interest obligations issued to finance acquisition and construction of the wastewater system.
16. Carbonaceous Biochemical Oxygen Demand (CBOD): 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 terms of weight and concentration (milligrams per liter mg/l). Laboratory procedures shall be in accordance with the latest edition of Standard Methods.
17. Categorical Pretreatment Standards: The National Pretreatment Standards of the Clean Water Act specifying quantities or concentrations of pollutants which may be discharged to a treatment plant by specific discharges.
18. Chemical Oxygen Demand (COD): The quantities of oxygen utilized in the chemical oxidation of organic matter under standard laboratory procedures, expressed in terms of parts per million by weight in accordance with procedures set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.
19. Clean Water Act: See ACT.
20. Chlorine Requirement: The amount of chlorine, in parts per million by weight, which must be added to water or wastewater to produce a specified residual chlorine content, or to meet the requirements of some other objectives, in accordance with procedures set forth in the latest edition of Standard Methods.
21. Collection Line or Main: The sanitary sewers owned by the County to collect wastewater from service lines and transport it to the wastewater treatment facilities.
22. Combined Sewer: A sewer intended to receive both wastewater and storm or surface water.
23. Commercial User: Any aggregation of space, office, laundry, restaurant, stores, taverns, shops, and other like units which is equipped with one or more water fixtures draining in to the wastewater disposal system, separate and distinct from other users of service. In office buildings or other premises containing more than one tenant, only those tenants shall be classified as users of service who occupy space equipped with a distinct opening or fixture or set of fixtures for the use of water separately from other tenants and with waste draining into the wastewater disposal system. Commercial user is further defined as any user of the wastewater system not specifically categorized as residential or industrial and generally classified in the Standard Industrial Classification (S.I.C.) Manual of the U.S. Office of Management and Budget in Division F - Wholesale Trade; Division G - Retail Trade; Division H- Finance, Insurance, and Real Estate; portions of Division I - Services; and Division J - Public Administration.
24. Compatible Pollutant: Pollutants which the waste treatment facilities are designed to treat, plus additional pollutants identified in the NPDES permit if the waste treatment facility was designed to treat such pollutants, and in fact does remove such pollutants to a substantial degree.
25. Composite Sample: A sample which contains a minimum of eight (8) discrete samples taken at equal time intervals over the compositing period or proportional to the flow rate over the composite period. More than the minimum number of discrete samples will be required where the wastewater loading is highly variable.
26. Connection or Tap: The installing of a service line from private property to the County's collection system, distribution lines or mains.
27. Contamination: An impairment of quality of the waters of the State by waste, to a degree which creates a hazard to the public health through poisoning or through the spread of disease. "Contamination" includes any equivalent effect resulting from the disposal of wastewater, whether or not waters of the State are affected.
28. Control Manhole: A structure which provides access to a building sewer. A control manhole may be used as an inspection chamber and may contain certain testing equipment used to sample industrial discharges.
29. Cooling Water: The water discharged from a condensation, air conditioning, cooling, refrigeration, or other system, but free from odor or oil, and containing no polluting substances which could produce B.O.D. or suspended solids each in excess of ten milligrams per liter (10 mg/l)
30. Cost: The expenditures made by the County for labor, material, engineering, supervision, motor vehicles and tools, and any other expenditures incident thereto, to the extent that any or all such expenditures are applicable in the situation involved. Also includes cost of land, land rights and all other property owned by the County that is used or useful in its operation of water and sanitary sewer systems.
31. County: The Board of County Commissioners of Belmont County and their authorized representatives legally empowered to act on their behalf.
32. County Commissioners: The Board of County Commissioners of Belmont County and their authorized representatives legally empowered to act on their behalf.
33. County Engineer: The Belmont County Engineer, or his designated agent.
34. County System: The portion of a system of water lines, sanitary sewers, treatment facilities, and associated equipment and materials which is owned by the County or within land, rights of way or easements owned or assigned to the County.
35. Customer: A person, firm or corporation who is the Owner of a premise currently served by the County system or is in need of utility service from the County system. When a customer requires service for more than one purpose, or for service to more than one premises, that customer may, at the discretion of the County, be deemed a separate customer with respect to each such service.
36. Daily Discharge: The discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling.
37. Debt Service: The fund used for the retirement of principal and interest on bonds and/or notes authorized and issued by the County to construct water and wastewater systems facilities.
38. Debt Service Charges: Charges resulting from the capital investment in the water and wastewater systems consisting of the annual principal and interest payments and other amounts required in connection with the issuance and sale of bonds to provide the funds for construction.
39. Developer: Any person, firm or corporation that presumes to excavate or fill, build structures, or otherwise improve or alter a specific parcel or tract of land.
40. Development: The improvement of a tract or parcel of land.
41. Director: The Director of the Belmont County Sanitary Sewer District or his authorized representative.
42. Discharges: The act of sanitary sewage leaving a premises.
43. Distribution Lines or Mains: The waterlines owned by the County for distributing potable water to service lines for use by customers.
44. Domestic Use: The use of water and sanitary sewer services in connection with normal household activities only.

45. Domestic Wastewater: Wastewater derived principally from dwellings, business buildings, institutions and the like, which originates within the building, including the waste from kitchens, water closets, lavatories, bathrooms, showers, and laundries.
46. EPA or U.S. Environmental Protection Agency: The United States Environmental Protection Agency and may also be used, where appropriate, as a designation for the administrator or other duly authorized official of such agency.
47. Easement: An acquired legal right for the specific use of land owned by others.
48. Ether-Soluble Matter: Oil and grease which is soluble in ether, as measured in the laboratory procedure made in accordance with method set forth in Standard Methods.
49. Engineer: An individual authorized to practice civil engineering as defined by Occupations-Professions of the State of Ohio, due to his registration in Ohio.
50. Equipment Replacement Fund: A separate fund into which an established amount is placed annually and held until needed for replacement of worn out or malfunctioning parts of the water or wastewater facilities.
51. Equivalent Dwelling Unit (EDU): The measurement of a home equivalent based upon a flow rate of 400 gallons per day. Apartments, homes, trailers, cottages and other single residential structures shall be considered as 1 EDU each regardless of flow rate.
52. Extra Strength Sewage Discharges: An additional charge which is billed to users for treating wastewater with an average strength in excess of "normal domestic wastewater."
53. Fecal Coliform: Any number of organisms common to the intestinal tract of man and animals, whose presence in sanitary wastewater is an indicator of pollution.
54. Federal Water Pollution Control Act: See Act.
55. Floatable Oil: Oil, fat, or grease in a physical state, such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility.
56. Foundation Drains: Subsurface drains laid around the foundation of a building either within or outside of the building foundation, for the purpose of carrying ground or subsurface water to some point of discharge.
57. Garbage: Solid wastes from the preparation and dispensing of food, and from the handling, storage, and sale of produce.
58. Governmental User: Any user discharging wastewater from premises utilized by public political units, including Federal, State, County, and Local units.
59. Grab Sample: A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
60. Grease and Oil: Refer to a group of substances including hydrocarbons, fatty acids, soaps, fats, waxes, oils or any other material that is extracted by a solvent from an acidified sample and that is not volatilized during the laboratory test procedures. Greases and oils are defined by the method of their determination in accordance with Standard Methods. Those materials extractable from an acidified sample by "freon" or other acceptable solvent in accordance with EPA approved laboratory procedures.
61. Grease and Oil of Animal and Vegetable Origin: Substances that are of a less readily biodegradable nature such as are discharged by meatpacking, vegetable oil, fat industries, food processors, canneries, and restaurants.
62. Grease or Oil of Mineral Origin: Substances that are less readily biodegradable than grease and oil of animal or vegetable origin, and are derived from a petroleum source. Such substances include machinery lubricating oils, gasoline station wastes, petroleum refinery wastes, and storage depot wastes.
63. Ground Garbage: The residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sanitary sewers with no particle greater than one-half inch in any dimension.
64. Improvements: Any addition to the natural state of land which increases its value or utility, including buildings, street pavements, curbs and gutters, sidewalks, crosswalks, water mains, sanitary sewers, storm sewers, landscaping, street lighting, public utilities, paved parking areas, and other appropriate items.
 - A. Site Improvements refer to the improvements made to the land outside the exterior limits of a structure or structures.
 - B. Public Improvements refer to all improvements financed entirely or in part by public funds or which are dedicated to public use after completion thereof.
65. Incompatible Pollutant: Any pollutant which is not a compatible pollutant as defined herein.
66. Industrial Users: A person or organization who discharges to the County's wastewater disposal system liquid, solid, or gaseous wastes resulting from the processes employed in industrial or manufacturing activities, or from the development, recovering, or processing of any natural resource. Industrial user is further defined as any non-governmental user of publicly owned treatment works identified in the Standard Industrial Classification Manual of the U.S. Office of Management and Budget, as amended and supplemental, under the following divisions: Division A - Agricultural, Forestry, and Fishing; Division B - Mining; Division D - Manufacturing; Division E - Transportation, Communication, Electric, Gas and Sanitary Service; and Division I - Services. A user in the division may be excluded if it is determined that it will introduce primarily segregated domestic waste or wastes from sanitary conveniences.
67. Industrial Wastes: The liquid, gaseous or solid wastes, as distinct from sanitary wastewater, resulting from any process of industry, manufacturing, trade, or business, or from the development, processing, or recovery of any natural resource which will pollute any water it enters. Industrial wastes include contact cooling water and may include non-contact cooling water.
68. Industrial Waste Permit: A formal permit to deposit or discharge industrial waste into any sanitary sewer, as issued by the County.
69. Infiltration: Water other than wastewater that enters a sanitary sewer system (including building sewer connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow.
70. Inflow: Water other than wastewater that enters a sanitary sewer system from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.
71. Influent: The water, together with any waste that may be present, flowing into a drain, sanitary sewer, receptacle, or outlet and then to the wastewater treatment plant.
72. Inspection Fee: The amount charged by the County to inspect and issue a permit for new users to verify proper construction procedures and materials.
73. Institutional User: Any person discharging wastewater from premises serving educational, social, or eleemosynary purposes, including, but not limited to, private schools, hospitals, nursing homes, churches, and charitable organizations.
74. Inspector: Duly authorized agent of the Director of the Belmont County Sanitary Sewer District.
75. Interference: Inhibition or disruption of the wastewater treatment processes or operations which contributes to a violation of any requirements of the County's NPDES permits. The term includes prevention of wastewater sludge use or disposal by the treatment plant in accordance with Section 405 of the Act (33 U.S.C. 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substance Control Act, or more stringent state criteria (including those contained in any State sludge management plan prepared pursuant to Title IV of the Solid Waste Disposal Act) applicable to the method of disposal or use employed by the County.
76. Inorganic: Matter consisting of metal, metallic salts, acids and bases.
77. Major Contributing Industry: Any user of the County's wastewater disposal system which has:
 - A. A disposal flow of 25,000 gallons per average workday, or
 - B. A flow greater than five percent (5%) of the flow in the County's wastewater treatment system, or
 - C. Toxic pollutants in its wastes as defined pursuant to Section 307 of the Act, or
 - D. A significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system.
78. Maximum Daily Discharge Limitations: The highest allowable daily discharge.
79. May: "May" is permissive.
80. mg/l: Milligrams per Liter.

81. National Pollutant Discharge Elimination System (NPDES) Permit: A permit issued by the EPA or Ohio EPA pursuant to the Clean Water Act for the purpose of regulating the discharge of wastewater, industrial wastes, and other wastes as defined in the Code of Federal Regulations, 40 CFR Part 125, and under the authority of Section 402 of the Clean Water Act, into navigable waters of the United States.
82. Natural Outlet: Any outlet in a watercourse, pond, ditch, lake or other body of surface or ground water.
83. New Source: Any source of wastewater the construction of which is commenced after the publication of regulation prescribing an applicable Section 307(c) (33U.S.c.1317) Categorical Pretreatment Standard is promulgated in the Federal Register.
84. Non-Domestic Use: All uses other than Domestic use.
85. Non-Residential User: Commercial, governmental, institutional, and industrial users in the aggregate and all other users not considered under the residential user category.
86. Non-Sanitary Flow: Storm water originating from downspouts, storms and groundwater drains, and foundation drains.
87. Non-Potable Water: Water that is not meant for human consumption.
88. Normal Domestic Wastewater: Average wastewater when analyzed shows by weight a daily average of not more than 300 parts per million of suspended solids, not more than 200 parts per million of biochemical oxygen demand (BOD), and not more than 15 parts per million of ammonia nitrogen, and discharged principally from dwellings such as residences, apartments, trailers, etc.
89. NPDES: National Pollutant Discharge Elimination System.
90. OEPA: Ohio Environmental Protection Agency.
91. ORC: Ohio Revised Code
92. On-lot System: A privately owned system located on private property together with all appurtenance thereof.
93. Operation and Maintenance (O&M): Activities required to assure the dependable and economical function of treatment works. The term O&M includes replacement.
94. Operation and Maintenance Costs: The current, reasonable and necessary cost of operation and maintenance of the water system and wastewater disposal system, paid or incurred, determined in accordance with generally accepted accounting principles, including replacement costs, but excluding payments of principle and interest on obligations issued to finance the costs of acquisition and construction of the treatment works. In other terms, it shall mean the cost incurred in the act of keeping all facilities for treating and distributing water and for collecting, pumping, treating, and disposing of wastewater in a good state of repair and functioning properly, including the replacement of said facilities when necessary.
95. Organic: Containing carbon, hydrogen, oxygen, nitrogen, and sulfur compounds or produced in living organisms.
96. Owner: All individuals, partnerships, associations, and corporations holding the fee title to or life estate in, or an undivided interest in the fee or life estate, of any premises lots or tract of land.
97. Parcel: A specific part of a larger acreage of land.
98. Parts per Million (ppm): A weight-to-weight ratio. The parts-per-million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water. Milligrams per liter (mg/l) is a synonymous term.
99. Person: Any individual, firm, company, association, society, corporation or group.
100. pH: The reciprocal of the logarithm of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has pH value of seven and hydrogen-ion concentration of 10^7 .
101. Plat: A plan of a tract or parcel of land made by a surveyor registered in the State of Ohio showing public dedications and easements, property lines, lot lines, and such other information as is required by law.
102. Pollutant: The dredged spoil, solid waste, incinerator residue, wastewater, garbage, wastewater sludge, munition, wrecked or discarded equipment, rock, sand, cellar dirt; industrial, municipal, commercial, domestic, and agricultural waste discharged into water.
103. Pollution: The placing of any noxious or deleterious substances in any waters within the County or affecting the properties of any waters within the County in a manner which renders such waters harmful to the public health, or to animal or aquatic life, or to the use of such waters for domestic water supply, industrial or agricultural purposes, or recreation.
104. Potable Water: Water treated for human consumption.
105. Premises: Any piece of real estate having one or more sanitary sewers which may be connected either individually or through a common sanitary sewer and directly or indirectly to the wastewater disposal system.
106. Pretreatment: The treatment of wastewater prior to introduction into the County sanitary sewer system.
107. Pretreatment Requirements: Any substance or procedural requirements related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.
108. Private On-site Treatment Facilities: Any private wastewater treatment facilities located at the site where wastewater is being generated, when such facilities are for the purpose of treating or pretreating the generated wastewater before it enters the public sanitary sewer.
109. Private Sewer: A sewer not owned by the County or other public agency.
110. Properly Shredded Garbage: The wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely, under the conditions normally prevailing in public sanitary sewers, with no particle greater than ½ inch in any dimension.
111. Public Authority: Any governmental agency having jurisdiction.
112. Public Sewers: A sanitary sewer provided by or subject to the jurisdiction of the County on public or private property. It also includes sanitary sewer within or outside the County boundaries that serve one or more persons and ultimately discharge to the County sanitary sewer system, even though these sanitary sewers may not have been constructed with County funds.
113. Publicly Owned Treatment Works (POTW): All publicly owned (County owned) facilities for the collection, treatment, and disposal of wastewater.
114. Receiving Stream: The watercourse, stream, or body of water receiving the waters finally discharged from the wastewater treatment plant.
115. Regulated Industrial Categories: Those categories regulated by the Clean Water Act.
116. Reimbursable Expenses: Those costs incurred by the County which are passed on to the users of the POTW on whose behalf the expenses were incurred. Included are such items as sampling costs and laboratory fees.
117. Replacement: Any expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. Also, known as “equipment replacement costs.”
118. Residential User: Any user discharging domestic wastes from building or premises that are used as permanent places for human occupancy such as single family dwellings, rowhouses, townhouses, mobile homes, garden and standard apartments, and high rise apartments. Transient lodging, considered commercial in nature, is not included. In multi-use premises, only those divisions of the building utilized as domicile are considered residential users.
119. Resolution: Resolution of the Board of County Commissioners of Belmont County.
120. Sanitary Sewer: A pipe or conduit which carries sanitary wastewater, limited industrial wastes and to which storm, surface and ground waters are not legally admitted.
121. Sanitary Wastewater: Liquid and water carried wastes contributed from a premises by reason of human occupancy. The standard strength for sanitary wastewater is assumed to be 200 ppm BOD and 300 ppm Suspended Solids.
122. Sanitary Sewer System: All of the facilities required for collecting, pumping, conveying, treating, and disposing of wastewater.
123. Service: Making available to the customer or potential customer, potable water and the disposal of wastewater without regard to the extent to which the customer makes use of the available potable water or disposal of wastewater. The availability of potable water is called “water service”. The availability of wastewater disposal is called “sanitary sewer service”.
124. Service Area: All users connected with the treatment works including those in Belmont County and outside of the County corporation limits.
125. Service Line: The line owned by the customer that extends from the County System over the customer’s premises or lot. Normally, the water service line begins at the corporation stop at the main line (including service saddle) and the sanitary sewer service line begins at the sanitary sewer main line (wye connection).

126. Sewer: A pipe or conduit for conveying stormwater, groundwater, non-polluted water or wastewater.
127. Sewage: See wastewater.
128. Sewer Service Charge: An imposed charge upon all users receiving services from the County's wastewater system in a total amount sufficient to pay the costs of the system. Sewer service charges consist of a debt service charge, an operation, maintenance and replacement charge, and surcharges (if applicable).
129. Shall: Shall is mandatory, "may" is permissive.
130. Sludge: Any solid, semi-solid, or liquid waste generated by a public, commercial or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility or any other waste having similar characteristics and effects as defined in standards issued under Section 402 and 405 of the Act and in the applicable requirements under Section 3001, 3004, and 4004 of the Solid Waste Disposal Act (PL 94-580).
131. Slug: Any discharge of water, wastewater, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of longer duration than fifteen minutes and more than five times the average twenty-four-hour concentration or flow during normal operation.
132. Specifications and Standards: Those specifications and standards, as determined by the Belmont County Sanitary Sewer District (BCSSD), which shall govern the construction of the water and sewer facilities within the jurisdiction of these regulations.
133. Standard Industrial Classification (SIC): The System that classifies industries pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, assigning a code (SIC Code) denoting the manufacturing process.
134. Standard Methods: The laboratory procedures set forth in the most recent edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes Association.
135. Standard Laboratory Procedures: All measurements, tests, and analysis shall be determined in accordance with the most recent edition of Standard Methods for Examination of Water and Wastewater by the American Public Health Association and Methods for Chemical Analysis of Water and Waste by the EPA.
136. Storm Sewer or Storm Drain: A pipe or conduit which carries storm and surface waters or drainage, from the point of origin to some point of disposal, but excludes sanitary wastewater and industrial wastewater.
137. Storm Drainage System or Storm Water Drainage System: All facilities, structures, natural water courses, outlets, waterways or streams, swales or ditches, and sewers which carry storm water, groundwater, surface water, subsurface drainage water, and unpolluted cooling water.
138. Surcharge: The assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as representative of normal domestic wastewater.
139. Surveyor: A registered surveyor as defined by the "Registration Act of the State of Ohio".
140. Suspended Solids: The solids that either float on the surface of, or are suspended in water, wastewater or other liquids and which are removable by laboratory filtering, expressed in milligram per liter.
141. System Components: All water or sanitary sewer lines, service lines, valves, manholes, pipes, fittings, fixtures, vaults, pits, treatment equipment and machinery, buildings, booster stations, lift stations, storage tanks and towers, and appurtenances thereto which are a part of or connected to the water system or wastewater system.
142. Tap: The connection to the water system or sanitary sewer system to serve a user, also known as service connection or lateral.
143. TOC: Total organic carbon expressed in milligrams per liter.
144. Total Solids: The sum of suspended and dissolved solids.
145. Toxic Pollutants: Any pollutant or combination of pollutants which, upon exposure to or assimilation into any organism, will cause adverse effects such as cancer, genetic mutations, and physiological manifestations, as defined in standards issued pursuant to Section 307(a) of the Act and which are considered priority pollutants by the EPA.
146. Toxic: Being capable of adversely affecting any organism upon assimilation or exposure.
147. Tract: A continuous expanse of land.
148. Unpolluted Water or Unpolluted Liquid: Any water or liquid containing none of the following: free or emulsified grease or oil; acids or alkalides; substances that may impart taste, odor, or color characteristics; toxic or poisonous substances in suspension, colloidal state or solution; odorous or otherwise obnoxious gases. It shall not contain more than 2,500 parts per million by weight of dissolved solids and no more than ten parts per million each of suspended solids (SS) or biochemical oxygen demand (BOD). Analytical determinations shall be made in accordance with procedures set forth in Standard Methods.
149. Upset or Operating Upset: An exceptional incident in which a discharger unintentionally and temporarily is in a state of noncompliance with the standards set forth hereto due to factors beyond the reasonable control of the discharger, and excluding noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation thereof.
150. Useful Life: The estimated period during which a treatment works will be operational.
151. U.S. EPA: See EPA.
152. User: Any person or property who receives water from the water system or discharges, causes, or permits the discharge of wastewater into the wastewater treatment system.
153. User Charges: The charge assessed users of the water system or wastewater system to recover the costs incurred in the act of keeping all facilities for distributing, collecting, pumping, treating, and disposing of water or wastewater, as appropriate, in a good state of repair and functioning properly including the replacement of said facilities when necessary, obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed, the funds used for the retirement of and interest on bonds and/or notes authorized and issued by the County to construct water and wastewater system facilities, acquiring all mandated permits, and the cost of rendering bills and collecting water and sanitary sewer service charges.
154. User Class: The division of water and wastewater treatment customers by source, function, waste characteristics, and process or discharge similarities (i.e., residential, commercial, industrial, institutional, and governmental in the User Charge System)
155. Volatile Organic Matter: The material in the wastewater solids transformed to gases or vapors when heated at 500°C for 15 to 20 minutes per Standard Methods.
156. Wastes: The useless, unneeded or superfluous matter which is discarded or excess material such as ashes, garbage, process by-product or human waste.
157. Wastewater: A combination of liquid and water-carried wastes from residences, business buildings, institutions, commercial establishments, and industrial establishments which will pollute any water it enters. Wastewater is sometimes referred to as "sewage" or "sanitary sewage".
158. Wastewater Treatment Facility or Water Reclamation Facility: Any arrangement of devices and structures used for treatment and disposal of wastewater. Wastewater Treatment System: All of the facilities acquired for collecting, treating, pumping, and disposing of wastewater. The County Wastewater System shall be that part of the Wastewater System owned, operated and maintained by the County.
159. Water System: All of the facilities acquired for supplying, treating, pumping, and distributing water. The County Water System shall be that part of the Water System owned, operated and maintained by the County.
160. Watercourse: A channel in which a flow of water occurs, either continuously or intermittently.
161. Waterlines: A pipe or conduit used to distribute water to the customer's premises.
162. Waters of The State: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage system, and all other bodies of accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the State or any portion thereof.
163. Water Treatment Facility or Plant: Any arrangement of devices and structures used for treating water to a potable condition.
164. Water or Watercourse: A channel in which a flow of water occurs either continuously or intermittently.

165. **Working Capital:** A reasonable reserve of monies within the system operating fund to provide a margin of safety for fluctuations of cash flow in the fund.

104 - Separation of Systems:

The water, drainage, and wastewater systems are separate and distinct systems. No customer or person shall connect any two systems together in any manner that could cause cross contamination of any system. The water system shall be protected in all locations and at all times from the siphoning, backflow, gravity flow, or pressure flow of wastewater 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.

105 - Powers and Authority of Inspectors:

The Director or other fully authorized representative of the County bearing proper credentials and identification shall be permitted to enter upon all properties at all reasonable hours of the day for the purpose of inspecting, surveying, examining, reading meters, maintaining equipment, measuring, sampling or testing of any portion of the water or sanitary sewer systems, in accordance with the provisions of these Regulations, ORC 6103.02 and ORC 6117.01. All entry and subsequent work, if necessary, on such property shall be done in full accordance with the terms of the Owner as agreed to by the County.

The County shall have the right of ingress to properties to make investigations at any reasonable time to determine and possible violations of these Regulations. The Director shall notify each property owner prior to making such investigations.

While performing the necessary work on private properties referred to in these Regulations, the property owner shall be held harmless for injury or death by the Director, and against liability claims and demands for personal injury or property damage asserted against the property owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the property owner to maintain safe conditions.

County staff, bearing proper credentials and identification, shall present them to the owner, agent or current occupant of properties within the County before entering for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions contained herein. County law enforcement staff shall also obtain and present a proper search warrant at the request of the owner, agent or current occupant. A request by the owner, agent or current occupant that the County obtain a search warrant is an exercisable right of the requesting party and shall not constitute failure to cooperate nor shall it constitute a failure to comply with the provisions herein. The County shall have no right to inquire into any processes, including metallurgical, chemical, oil, refining, ceramic, paper or other industries beyond the point of having a direct bearing on the kind and source of discharge into the sanitary sewer system for treatment.

Information furnished to the County with respect to the nature and frequency of discharge shall be available to the public or other governmental agencies unless the discharger specifically requests and demonstrates, to the satisfaction of the County that the release of such information would divulge information, processes, or production information. When requested by the discharger, the portions of a report which may disclose trade secrets or secret processes, shall not be made available to the public but shall be made available upon written request to governmental agencies for uses related to these Regulations, the NPDES permit, state disposal system permit and/or pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the discharger furnishing the report. Waste constituents and characteristics will not be recognized as confidential information. Information accepted by the County as confidential shall not be transmitted to any governmental agency by the County unless a ten-day notification is given to the discharger.

106 - General Terms:

106.01 In the interest of public health and for the protection of its property, the County will not permit use of its water or sanitary sewer systems for anything other than County approved use.

106.02 The County will use reasonable care and diligence to provide adequate water and sanitary sewer service to the customer. If the County is without willful default or negligence on its part, the County shall not be liable for a deficiency or failure, regardless of cause, in the supply of water or sanitary sewer service or for any damage therefrom, or for the bursting or breaking of any main or service lines or for any damage caused thereby, or for failures of electrical power supply, or equipment failures, or failure of other facilities used by the County or for any damage caused thereby.

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

106.04 The County shall have the sole right to determine the size, type and location of service lines and connections necessary to give the service for which application has been made.

106.05 Operating control of all mains, connections, valves and appurtenances is vested in and shall at all times remain with the County, and shall not be trespassed on or interfered with in any manner.

106.06 The County shall be notified by the Owner of any change of ownership for any premise being served by the County. Such notice shall contain the date such change is to become effective. At such time the County is notified of a change in ownership, the County shall render a final billing. The new Owner shall submit an application within the time required by the County.

106.07 The liabilities and responsibilities for proper use of, and payment for, water and sanitary sewer services are not transferable to any person other than the Owner of the premises being served unless approved by the County.

107 - Malicious Mischief: No person shall maliciously, willfully, or negligently break, damage, destroy, deface, cover, or tamper with any structure, appurtenance or equipment which is part of the water or sanitary sewer systems. Any person violating this provision shall be subject to immediate arrest under a charge determined by the Belmont County Sheriff's Department, shall be required to make restitution for said damages, and shall be subject to the provisions of **Section 199 - Penalty**.

108 - Charges for Damages to Water or Sanitary Sewer Systems:

When any person causes an obstruction, or damage, or any other impairment to any part of the water or sanitary sewer systems or the treatment processes, a charge shall be levied by the County against the customer from whose premises the damage originated or, if no customer's premise is involved, the responsible person. The charges shall be for the cost of work required to clear and/or repair the part of the system or reestablish the treatment process affected by said damage. The County shall add such charge to the usual service charges, surcharges, and fees for the customer, or bill the responsible person. Failure to pay the bill within 30 days of its receipt shall subject the customer or person to the provisions of **Section 199 - Penalty**.

109 - Discontinued Service:

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

109.01 For use of water or sanitary service for any premise or purpose other than as permitted by these Regulations.

109.02 For willful misrepresentation in the application as to the premises to be supplied or the use to be made of water or sanitary service supplied or as to any other material fact.

109.03 For tampering with any plant component, main, sanitary sewer, connection, service line or appurtenances under the control of, or belonging to the County.

109.04 No application for water service will be allowed and no water shall be supplied to any applicant or consumer where the applicant or consumer is indebted to the county for water supplies, work done, material furnished or penalties imposed. This section will apply whether the indebtedness was incurred at the premises for which application is made or at any other premises supplied by the county within or without the District limits.

109.05 For cross connecting a sanitary sewer, water line, service line or any line or pipe directly or indirectly with any other source of wastewater or use of water than that which results from the normal activities of the premises served, or with any apparatus which may in the opinion of the County endanger the quality of the County water or sanitary sewer utility service.

109.06 For connecting a sanitary sewer, water line, service line directly or indirectly to another building or residence.

109.07 For denial of reasonable access by County personnel to the premises.

109.08 For any violation of, or failure to comply with, these Regulations.

110 - Restoring Service:

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

110.01 Has paid all unpaid bills and charges owing to the County, and

110.02 Has corrected all conditions found contravening these Regulations, and

110.03 Has paid a reconnection fee plus any labor and material cost of renewing service, in accordance with the policies of the County.

111 - Extension of County Sanitary Sewer System:

Where an adequate public sanitary sewer system is reasonably accessible as determined by the Director, public sanitary sewer shall be installed to adequately serve the entire development. All sanitary sewer improvements shall meet the requirements of the Ohio EPA and the Belmont County Water and Sanitary Sewer Regulations and the Belmont County Standard Details and Construction Material Specifications.

New sources and connections to the Belmont County water and sanitary sewer systems shall be properly designed and plans approved by the Director, in accordance with applicable provisions of the Belmont County Water and Sanitary Sewer Regulations prior to construction of such sources and connections.

112 - "Package" Type Treatment Facilities:

Package type wastewater treatment facilities, shall require approval of the Ohio EPA. The Belmont County Sanitary Sewer District will not accept ownership or operating responsibility for package type treatment facilities. Where package treatment plants are proposed, a letter shall be provided from the Ohio EPA indicating that the use of a package treatment plant appears feasible for the development.

113 - County Required Water or Sanitary Sewer Service:

113.01 Sanitary Sewer Facilities:

The County may prescribe adequate methods for waste disposal. If a sanitary sewer system is located on or near the proposed development, the County shall require the Developer or Owner to provide wastewater facilities to connect to this system where practical, and shall prescribe the procedures to be followed in connecting to the system. All sanitary sewer systems located in flood prone areas, whether private or public, shall be flood proofed to above the 100-year flood protection elevation.

113.02 Major utilities shall be placed in the street right-of-way, except under special circumstances, the County may waive this requirement when approved by the Director.

114 - Provision of Water or Sanitary Sewer Service by Others:

Except for private lines serving only a single residence or parcel of land, water and sanitary sewer lines, plants, fixtures and all appurtenances thereto and located in the County shall be installed and constructed only in accordance with the plans and specifications approved by the County, and only by contractors, material suppliers and equipment suppliers, approved by the County. No person, public or private organization, or political subdivision shall have the authority to approve, construct or install such lines or facilities without the express written consent and approval of the County.

115 - Construction and Transfer of System Components:

115.01 Owner to Bear the Cost: Any Owner or Developer wishing to develop a lot, tract, or parcel of ground and wishing to connect improvements constructed thereon to the County's system shall bear all the costs incidental to the construction and installation of the water and sanitary sewer system components including real estate costs, engineering fees, deposits, and incidental costs. Said construction and installation shall be done in accordance with these Regulations, the Standard Details and the Construction and Material Specifications.

115.02 Provision for Extension of System: Any Owner or Developer wishing to develop a lot, or parcel of ground and wishing to connect said improvements constructed thereon to the County's system, shall be required to be constructed as per these Regulations and the Construction and Material Specifications at the Owner's or Developer's expense.

115.03 Offsite Construction of County Systems: The County does not guarantee that it will have water or sanitary sewer system components available to any parcel or tract of ground within the County. In the event that an Owner or Developer constructs or installs system components outside the area being so developed, said installation and construction shall nonetheless be done in accordance with these Regulations, Standard Details and the Construction and Material Specifications. Further, all said installation and construction shall be at the expense of the Owner or Developer.

115.04 Conveyance of Systems Components By Owner or Developer:

- A. Prior to the time that the County begins to render sanitary sewer or water service to any Owner or Developer of a property, the Owner shall convey to the County, without additional consideration from the County, all of the system components and easements which are or are caused to be acquired, installed or constructed by the Owner and which are reasonably required in order for the County to provide sanitary sewer service or water service to the Owner's property, except that the Owner shall not convey any part of the service lines connecting the individual dwellings or buildings with the sanitary sewer mains or water mains.
- B. All personal property conveyed pursuant to these Regulations for sanitary sewer service or water service shall be conveyed by duly executed Bill of Sale transferring all rights, title and interest of Owner to the County. 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 County 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 water mains and those defects which the County is willing to waive.
- C. At the time of conveyance described in these Regulations, Owner shall assign to the County all obligations or warranties whether express or implied, created by law or by contract, by manufacturers, contractors and vendors of the personal property comprising the sanitary sewer or water system within the Owner's property, to the extent the same may be assignable. Owner agrees that it will fully cooperate with the County in enforcing any warranties given by or claimed against all manufacturers, contractors and vendors of the personal property so conveyed, provided that any cost or expenses in connection therewith shall be borne by the County. Owner will not knowingly waive any such warranties which it obtains.

116 - Right to Contract:

The County has contracted, in the past, with entities outside Belmont County and/or within Municipal Corporation Limits for the treatment and distribution of water and the collection, pumping, treating, and disposal of wastewater from or to the contracted entities. The County reserves the right to contract with any entity at any time for the treatment and distribution of water, and the collection, pumping, treating, and disposal of wastewater.

117 - Right to Refuse Service:

The Director is hereby authorized to refuse service or issue water or sanitary sewer connection permits to any applicant when it has been determined that the issuance thereof would put an unreasonable demand upon the existing water system or wastewater system or would cause violations of the County's permits, State Law or Regulation, or Federal Law or Regulation or would be contrary to the goals and requirements of these regulations.

118 - Amendments and Changes:

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

119 - Notice of Violation:

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

120 - Appeals:

In the event that any person disagrees with the County on any decision, finding or proposal action, that person has the right to appeal the decision, finding or proposal action, that person has the right to appeal the decision, finding or proposed action to the Director within fourteen (14) days of the decision, finding or proposed action. The person making the appeal shall state in writing the reason for the appeal to the County and provide the required documentation specified in Section 423 of these Regulations. The appeal shall be submitted in a clear and concise manner and include all necessary information to permit the County to perform an adequate review of the reasons for the appeal. Upon review within thirty (30) days, the Director shall render a written determination. Within fourteen days of receipt of the written determination, the person may request an appeal hearing before the Board of County Commissioners. The procedures specified in Section 423 of these

Regulations shall be followed prior to requesting an Appeal hearing before the Board of County Commissioners. The decision of the Board of County Commissioners shall be final.

121-198 - Reserved

199 - Penalty:

Whoever violates any provision of these regulations shall be subject to any and all penalties imposed by Federal, State, and Local Law, including but not limited to, Ohio Revised Code § 6117.45, 6117.51, and 6117.99, as well as, the Federal Clean Water Act and any Federal and State Environmental Laws.

In addition to any fines imposed, a violation of these regulations shall constitute just cause for County to terminate water and sewer service. All remedies under Federal, State, and Local law shall be cumulative. County shall also have all civil remedies available to seek restitution of any damages caused by violation of these regulations.

Chapter II - Sanitary Sewer System Use

201 - Purpose:

To regulate the use of the sanitary sewer owned and operated by the County.

202 - Scope:

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

203 - Governing Regulations:

Where there appears to be, or there is in fact, a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

204 - Definitions:

The definitions of **Chapter I - General Provisions** 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:

If discharge is to a sanitary sewer tributary to a Belmont County Wastewater Treatment Facility, then no person shall discharge or cause to be discharged any water or waters containing chemical constituents which would exceed permissible concentrations or quantities in the latest Ohio Water Quality Standards (Ohio EPA Regulations) or NPDES Permit limitations as administered by the Ohio EPA and U.S.EPA.

205.01 No person shall discharge any substance directly into a manhole or other opening in a public sewer, other than through an approved building sewer.

205.02 No person shall discharge, or cause to be discharged, to a County sanitary sewer any of the materials deleterious to any part of the County sanitary sewer system. Such deleterious materials or substances include, but are not necessarily limited to, any of the following described solid, liquid, vapor, substance, or waste:

- A. Any wastewater capable of causing obstruction to the flow in sanitary sewers or otherwise interferes with the proper operation of the sanitary sewer system, e.g. straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, fur, wax, or grease.
- B. Any flammable or explosive such as gasoline, kerosene, benzene, naphtha, fuel oil, or any other flammable or explosive which by reason of their nature or quantity are or may be sufficient, either alone or by interaction, to cause fire or explosion or be injurious in any other way to the operation of the sanitary sewer system or treatment plant.
- C. Any wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference. Any wastewater with a temperature at the introduction into the collection system which exceeds 150° F or causing the temperature at the wastewater treatment facility to exceed 104° F is not permissible.
- D. Any 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 acidic or alkaline character of such wastes must be neutralized to within 6.5 to 9.0 pH.
- E. Any water or wastes containing strong acid iron pickling wastes or concentrated plating solutions, whether neutralized or not.
- F. Water or wastes containing readily releasable Cyanide (cyanide releases at a temperature of 150° F, 66° C, and pH = 2.5) in excess of 0.5 mg/l or total cyanide in excess of 1.0 mg/l.
- G. Water or wastes containing over 50 mg/l of readily biodegradable oils and grease which may become solid or viscous within the sanitary sewer system, any water or waste containing fats, waxes, free oils, emulsified oils and grease exceeding an average of fifty mg/l of other soluble matter or over 10 mg/l of mineral or other non-degradable oils and greases regardless of physical characteristics or containing substances which may solidify or become viscous at temperatures between 32°F and 150°F.
- H. Any toxic or poisonous substance in sufficient quantities or rate of flow, either singularly or by interaction with other wastes, to injure or interfere with any treatment process; to constitute a hazard to human or animals, create a public nuisance or create any hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the treatment plant, including cyanides. Maximum limits for such materials may be established by the County but the maximum so established should not be conclusive as to the civil liability of the offender.
- I. Any wastewater of such volume or contains such organic or other material load as to cause the wastewater treatment facility's design capacity to be exceeded or cause the County to incur additional expense in the handling or treating thereof, including any septage and holding tank wastes. The Director shall prohibit any new connection to the County sanitary sewer system if the discharge from such connections shall cause the hydraulic capacity of any portion of the collection, conveyance or treatment works to be exceeded.
- J. Any wastewater incompatible with the wastewater treatment process or inhibits the performance of the treatment process employed or are amenable to treatment only to such a degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- K. Can cause the wastewater treatment facility 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.
- L. Any waste causing a public nuisance, air pollution, or prevent the effective maintenance or operation of the sanitary sewer system by the release of offensive or malodorous odors; toxic, noxious, or poisonous gas producing substances.
- M. Any waters or wastes containing Suspended Solids (SS) of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant, or any substance which may cause the treatment plant's effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. Unless approved by the County, wastewater shall not contain a strength in excess of 200 mg/l BOD₅ and/or 200 mg/l suspended solids and/or 15 mg/l of ammonia nitrogen.
- N. Any garbage that has not been properly shredded to a degree that all particles will be carried freely under the flow conditions of the sanitary sewer and with no particle greater than one-half inch in any direction. The installation and operation of any garbage grinder with a motor of 1.0 Hp or larger shall be subject to the approval of the County.
- O. Any ashes, cinder, sand, mud, straw, shavings, metal, glass, rags, feather, tar, plastics, wood paunch, manure, hair, and fleshing, entrails, lime slurry, lime residues, chemical residues, paint residues, cannery waste, bulk solids or any other solid or viscous substance capable of causing obstruction to the flow in sanitary sewers or other interference with proper operation of the sewage works.
- P. Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits as may be established by the Commissioners from time to time for such materials, and which might cause the treatment plant to violate its NPDES and/or other Disposal System permits.
- Q. Any waters or wastes containing phenols or other taste or odor-producing substances, in such concentrations exceeding limits which may be established by the County as necessary, after treatment of the composite sewage, to meet the requirements of State, Federal, or other public agencies having jurisdiction for such discharge to the receiving waters, and which might cause the treatment plant to violate its NPDES Permit and/or other disposal system permits.

- R. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the County in compliance with applicable State or Federal regulations.
- S. Materials which exert or cause:
1. Unusual concentrations of inert Suspended Solids (SS) such as, but not limited to, Fullers earth, lime slurries and lime residues, or of dissolved solids such as, but not limited to, sodium chloride and sodium sulfate.
 2. Excessive discoloration such as, but not limited to, dye wastes and vegetable tanning solutions.
 3. Biochemical Oxygen Demand, Suspended Solids (SS), or chlorine requirements in such concentrations as to constitute a load on the wastewater treatment works greater than that expected from normal domestic wastewater characteristics.
 4. Unusual volume of flow or concentration of wastes which exceeds, for a period longer than fifteen minutes, more than five times its average hourly flow or concentration.
- T. Is in excess of the State and Federal regulatory agency's limitations or as listed in **Table 2.1 - Allowable Discharge Limits**; whichever is the most stringent. These maximum concentrations may be changed as necessary by the Director or state regulatory agencies based on new information concerning inhibitory substances or to protect treatment plant processes. Industrial dischargers covered by Federal pretreatment requirements shall meet those limitations specified under the effluent guidelines published under Section 304 b) and 307 b) of the Federal Act or the above concentrations, whichever is more stringent.

Table 2.1 - Allowable Discharge Limits

Substance or Material	Allowable Discharge (mg/l)
Aluminum	3.0
Arsenic	0.2
Barium	1.0
Boron	5.0
Cadmium	0.1
Chloride	500.0
Chromium (Hexavalent)	0.5
Chromium (Total)	2.0
Cobalt	1.0
Copper	0.5
Cyanide	0.5
Fluoride	5.0
Iron	5.0
Lead	0.5
Manganese	5.0
Mercury	0.0001
Molybdenum	5.0
Nickel	2.0
Phenols	1.0
Phosphorus	10.0
Selenium	0.1
Silver	0.02
Sulfides	10.0
Tin	3.0
Total Dissolved Solids	1,500
Tungsten	5.0
Zinc	1.0

- U. Any water or wastes containing solids, liquids, or gasses in sufficient quantity either singularly or by interaction with other wastes to injure or interfere with any sanitary sewer system, wastewater treatment process, or constitute a hazard to humans or animals.
- 205.03 The **Table 2.1** list of substances is subject to revisions as required to meet current water quality standards or effluent standards imposed by state or federal agencies. In special cases (low volume users), the concentration of the applicable substances in the wastewater may be exceeded if it is determined by the County that the total pounds of the substances discharged to the wastewater system are not harmful to or will not interfere with the sewage treatment process or will not violate water quality or effluent standards.
- 205.04 Whenever State or Federal regulatory agency regulations require a specific pretreatment concentration for a specific industry, whichever is the more stringent concentration level between these Regulations and such regulations will apply.
- 205.05 No statement contained in these sections shall be construed as preventing any special agreement or arrangement between the County and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the County for treatment, subject to payment therefore by the industrial concern.
- 205.06 No statement contained in these sections shall be construed to interfere with any additional requirements that may be imposed by the U.S. EPA, Ohio EPA or the Ohio Department of Health.
- 205.07 No discharger shall dilute a waste stream as a substitute for adequate treatment to achieve compliance with the standards set forth in these regulations.

205.08 The National Categorical Pretreatment Standards as established by the EPA shall be met by all discharges of the regulated industrial categories. If a pollutant in an industrial discharge is limited by both National Categorical Pretreatment Standards and limits established by the County, the maximum allowable concentration will be the more stringent of the two.

205.09 No person shall discharge or use to be discharged to any natural outlet, storm sewer or drainage system, and wastewaters containing materials listed in **Table 2.1 - Allowable Discharge Limits** or any other polluted wastewaters.

206 - Regulatory Actions for Prohibited Discharges:

Any wastewaters or wastes containing any substance described in this Regulation are discharged or proposed to be discharged into the sanitary sewer system of the County or to any sanitary sewer system tributary thereto, the County may take any action necessary to:

206.01 Prohibit the discharge of such wastewater.

206.02 Require a discharger to demonstrate that in-plant modifications will control, reduce, or eliminate the discharge of such substances in conformity with these Regulations. This may include control over the quantities and rates of discharge.

206.03 Require pretreatment, including storage facilities, or flow equalization necessary to reduce or eliminate the objectionable characteristics or substances so that the discharge will not violate these rules and regulations.

206.04 Require the person making, causing or allowing the discharge to pay any additional cost or expense incurred by the County for handling and treating excess loads imposed on the treatment system.

206.05 Take such other remedial action as may be deemed to be desirable or necessary to achieve the purpose of these Regulations.

All industrial wastes discharged to the public sanitary sewers by major contributing industries shall, as a minimum, meet the National Pretreatment Standards or best practical control technology currently available for incompatible pollutants as published in the latest Federal Regulations, unless the County is committed, in its NPDES permit to remove a specified percentage of the incompatible pollutant. In those instances, the applicable pretreatment standards may be correspondingly reduced to levels determined by the County or State regulatory agencies.

207 - Storm Water and Obstructions Prohibited in Sanitary Sewers:

No person, corporation or entity being the owner, tenant or in possession of real property within the County shall do or permit to be done the following on or from such property:

207.01 Discharge, cause to be discharged or permit to be discharged any storm water, ground water, surface water, roof water runoff, subsurface drainage water, or unpolluted cooling water into any sanitary sewer system of the County. Any such discharge shall be considered illegal and must be removed by the Owner of the premises at the Owner's expense.

207.02 Install, cause to be installed or with knowledge thereof, allow to exist a sanitary sewer tap, pipe or other obstruction which protrudes into or otherwise obstructs a sanitary sewer of the County.

207.03 With knowledge thereof cause or allow to exist, a root obstruction in a sanitary sewer of the County, which root obstruction comes or came from a tree or vegetation on such property.

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

208 - Connection with County Sanitary Sewer Required:

The owner of any house, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated within the area under jurisdiction of the County and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary sewer of the County, is hereby required at his expense to install suitable toilet facilities therein and to connect such facilities directly to the public sanitary sewer, in accordance with the provisions of these Regulations, within 90 days after the date of official notice to do so, provided that the right-of-way in which the sewer is located within 200 feet of any foundation wall of such house, building, or other property usable for human occupancy.

If connection to the sanitary sewer is not complete within 90 days after the date of official notice to do so, the County shall then proceed to make such connection at the expense of the owner and assess it upon the property. After said 90-day period has elapsed, the County shall charge the property owner the current sanitary sewer charges in affect and shall collect same according to the Regulations of the County.

No person, either as owner, agent, renter, lessee or employee, shall attach or connect for drainage purposes more than one house, building or other structure, to any storm or sanitary sewer tap in any sanitary sewer of the County, provided that any private garage or similar building or structure used as an adjunct to, connected with and located on the same lot with any house, building or any other structure may be connected with the same tap as such house, building or other structure.

208.01 New Construction: To construct any structure on a property including, but not limited to, the construction of single family residences, multi-family residences, offices, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building or structure, the Owner shall, prior to the commencement of any construction or grading activities on said property, notify in writing the County of such intents, and provide to the County a copy of the building and site plans thereof. Thereafter, providing that said structure is designed with plumbing fixtures to provide sanitary wastewater removal, and provided that the County has determined that Owner's property is accessible to a County sanitary sewer, the Owner shall be required to obtain approval of the plans from the County and pay to the County the appropriate connection fee, and any other applicable fees, prior to the commencement of any construction or grading activities. Thereupon, Owner shall be required to, simultaneously with the construction of any structure or structures, construct and pay for any lines, equipment and appurtenances necessary to connect into the County sanitary sewer system pursuant to these Regulations.

208.02 Existing Buildings: The Owner of any real property containing existing structures, including, but not limited to, single family residences, multi-family residences, offices, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building or structure which contains plumbing fixtures to provide sanitary wastewater removal, and provided the County determines that the Owner's property is accessible to a County sanitary sewer, shall pay the appropriate connection fee and any other applicable fees, and connect said structure or building directly into the County sanitary sewer in accordance with Belmont County Health Department Regulations within 90 days after the date of mailing of official notice to do so. If connection to the sanitary sewer is not completed within 90 days after the date of official notice to do so, the County shall then proceed to make such connection at the expense of the owner and assess it upon the property. After said 90-day period has elapsed, the County shall charge the property owner the current sanitary sewer charges in affect and shall collect charges according to the regulations of the County.

208.03 No person, either as owner, agent, renter, lessee or employee, shall build, construct, maintain or use on any lot, land or premises, within the County, any toilet, closet or privy the excrement from which is deposited in a vault, excavation or receptacle, which vault, excavation or receptacle is not connected with and flushed into a sanitary sewer, whenever such lots, lands or premises are capable of direct connections with any sanitary sewer.

208.04 Where a public sanitary sewer is not available using the provisions herein, the building sewer shall be connected to a private sewage disposal system complying with the provisions of the regulations of the Belmont County Health Department.

208.05 The type, capacities, location, and layout of a private disposal system shall comply with all provisions of the regulations of the Belmont County Health Department.

208.06 At such time as a public sanitary sewer becomes available to a property served by a private sewage disposal system, as provided herein, a direct connection shall be made to the public sanitary sewer in compliance with this regulation, and any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned and filled with sand or other suitable material at the time connection to the public sanitary sewer is made and the owner shall comply with all applicable requirements of these Regulations.

208.07 The Owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the County.

208.08 No person shall place, deposit, or permit to be deposited, in any manner on public or private property within the County or in any area under the jurisdiction of the County, any human or animal excrement, garbage or other matter which is or may become offensive, noxious, or dangerous to the public health.

208.09 No person shall discharge to the waters of the State within the area under the jurisdiction of the County Health Department, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with the requirements of the EPA or the County Health Department.

208.10 Following construction of a building sanitary sewer or on-lot system, the property owner shall own, maintain, repair or replace the building sanitary sewer from the building foundation to the publicly owned sanitary sewer, with the exception of restricted work in the public right of way or work involving concrete encasements as directed by BCSSD.

209 - Determination of Acceptability or Unacceptability of Discharge:

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

209.01 Upon determination that an existing or proposed discharge is unacceptable, the County may:

- A. Refuse wastewater treatment service to the customer whose premise is discharging or who is proposing to discharge unacceptable waste and may order the removal of such discharges from the sanitary sewer system, including the physical removal of any and all connections to the system; or
- B. Require pretreatment of the unacceptable discharge by equipment or procedures acceptable to the County; and/or
- C. Require payment in an amount determined by the County, to compensate for added costs of handling, treating or disposing of the waste.

2. When Pretreatment is to be used, the County shall:

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

Require that the pretreatment facilities be operated and maintained to provide an acceptable discharge into the County's sanitary sewer system.

Require that such records be maintained and such tests be performed as required by the County based on the character of the influent and effluent, at the Owner's sole expense.

Require the Owner to conduct annual inspections of the pretreatment equipment and facilities with County representatives.

209.03 The County may order removal of the unacceptable discharge from the sanitary sewer system at any time during the pretreatment program implementation, if unsatisfactory progress or operation is evident, or if necessary, to protect the sanitary sewer system from damage.

210 - Grease, Oil and Sand Interceptors:

210.01 Grease, oil and sand interceptors (exterior type only) shall be provided for all food preparation, automotive service, and car wash establishments and when in the opinion of the County, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients. All interceptors shall be of a type and capacity approved by the County and shall be located outside of the building in a readily and easily accessible location for cleaning and inspection. All floor drains, sinks, garbage disposals and dishwashers in food preparation areas must be connected through the interceptor. They shall be of substantial construction, water-tight, and equipped with easily removable covers which when bolted in place, shall be gas-tight and water-tight.

In the maintaining of these interceptors, the Owner shall be responsible for the proper removal and disposal of the captured material by appropriate means and shall maintain records of the dates and means of disposal which are subject to review by the County. Any removal and hauling of the collected materials not performed by the Owner's personnel must be performed by a currently licensed waste disposal firm.

210.02 Additives to the waste stream that facilitate grease and oils to remain suspended in the flow are strictly prohibited.

210.03 Where installed, all grease, oil and sand interceptors shall be maintained and regularly cleaned on a monthly basis or more frequently as needed by the Owner, at his expense.

210.04 The Owner of such establishments shall allow inspections by County personnel of the grease, oil and sand interceptors to determine that the systems are being operated and maintained efficiently.

210.05 The Owner of such establishments shall be subject to a \$500 penalty for failure to maintain and clean interceptors and maybe subject to the County's cost of cleaning sewers downstream of their interceptor.

211 - Monitoring and Flow Measurement Facilities:

Installation of wastewater monitoring and/or flow measurement facilities necessary to inspect, monitor, sample and test the amounts and characteristics of the wastewater discharges may be required of any customer by the County. A plan for proposed monitoring and flow measurement facilities shall be submitted to the County for approval within 60 days of receipt of request for installation. The installation shall be completed within 90 days of the County approval.

211.01 Monitoring facilities and/or flow measurement facilities required by the County shall be constructed, operated, and maintained at no cost to the County. The entire facility shall be maintained at all times in a safe and proper operating condition by the organization installing the facility and/or causing the discharge that is being monitored and/or measured. Access to the monitoring and/or flow measurement facilities shall be made available immediately to authorized representatives of the County at any time. The authorized representatives of the County shall have the right to set up and operate additional monitoring equipment at the facilities.

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

212 - Discharge Reports:

The County may require any person discharging or proposing to discharge wastewater as required by the County may also include the chemical constituents and quantity of liquid or gaseous materials stored on site even though they may not normally be discharged.

Discharge reports may be required at such intervals as determined by the County to be adequate to define changes in wastewater discharge characteristics. In addition to discharge reports, the County may require information relating to permit applications and self-monitoring reports that are submitted to any other Regulatory Agencies.

213 - Public Record:

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

214 - Protection from Accidental Discharge:

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

Plans for installation of such control facilities or operating procedures shall be submitted to the County for approval prior to construction or at the time such control facilities are found to be necessary by either the property owner or the County. The review and approval of such plans and operating procedures shall not relieve any person of responsibility for preventing the discharge of unacceptable materials to the sanitary sewer or drainage systems. Any person in charge of or responsible for the process, activity or function that causes, generates or produces a prohibited waste shall notify the County immediately upon accidental loss or discharge in the sanitary sewer or drainage systems of prohibited materials, substances or waste to enable countermeasures to be taken to minimize damage to the sanitary sewer system and/or the receiving waters. This notification shall be followed, within fifteen (15) days of the date of the occurrence, by a detailed written statement describing the causes of the discharge and the measures being taken to prevent future occurrences. Such notification will not relieve the responsible person of liability for any consequential expense, loss or damage to the wastewater treatment system or the receiving water's ecology. However, failure to notify upon knowledge of such prohibited discharge shall subject the responsible person to all penalties and remedies allowed by law. The costs of treating, removing and disposing the discharge shall be paid by the user.

215 - Extra Strength Wastes

215.01 Surcharges for Extra Strength Wastes:

- A. Any customer who is connected to the County wastewater system and who contributes wastes exceeding the standards set forth below shall pay an additional charge to cover the costs of handling those wastes:

Suspended Solids 200 mg/l
 Biochemical Oxygen Demand - 5day 200 mg/l
 Phosphate (PO₄) 20 mg/l
 Ammonia as Nitrogen (NH₃-N) 15 mg/l

B. For use in determining the BOD₅ and Suspended Solids concentrations, an average will be used which will be established from a minimum of two tests per month taken on composite samples.

C. The charges for handling these wastes exceeding the limits set forth above shall be based on the following formula:

$$C_s = [(B_c \times B) + (S_c \times S) + (P_c \times P) + (N_c \times N)] \times V_U \times 8.345$$

C_s = Cost of Surcharge

B_c = Unit Cost of BOD₅

B = Concentration of BOD₅ (exceeding base of 200 mg/l)

S_c = Unit Cost of Suspended Solids*

S = Concentration of Suspended Solids (exceeding base of 200 mg/l)

P_c = Unit Cost for PO₄*

P = Concentration of PO₄ (exceeding base of 20 mg/l)

N_c = Unit Cost of NH₃-N*

N = Concentration of NH₃-N (exceeding base of 15 mg/l)

V_U = Total Volume of Flow in million gallons

Constant of Proportionality

8.345 =

* Unit Costs to be determined by the Director based on service area and treatment works affected

A. The charges calculated from the rate structure for any billing period plus the cost of surcharge as calculated in Paragraph C above will be the charge made to that customer for that billing period. In addition to the surcharge, the user will pay the user charges as defined in other sections of this Regulation.

The pounds of BOD per day, pounds of SS per day, pounds of PO₄ per day and pounds of NH₃-N per day above the concentrations previously described for normal strength sewage that are discharged to the sewage system shall be determined by the Director or his authorized representative.

In addition to a surcharge for BOD, SS, PO₄ and NH₃-N, the County shall have the right to surcharge any user for the discharge of any pollutant into the wastewater system or for any other reason deemed necessary and appropriate such as excessively high rates of discharge.

216 - User Charge Regulation:

216.01 Deficit Prohibited: As part of the annual review described herein, the Director or other representative shall make an estimate of the revenues and expenses for the next year. After deducting the estimated operation and maintenance costs, the estimated debt service costs, and the repair and replacement reserve payment from the total estimated revenues and net carryover from the previous year, the system shall maintain a positive working capital.

216.02 Use of Revenue: The funds received from the collection of the rates and charges provided in these Regulations shall be deposited as received by the County into separate funds designated the "Belmont County Sanitary Sewer District Fund". Disbursement from the funds may be made for operation and maintenance costs, debt service costs, and payments to the "Sewer Repair and Replacement Funds", as well as for enlargement of the water and wastewater, treatment, capacity of the system. The County Treasurer shall separately invest the funds and pay any investment earnings to the debt service or fund or origin.

216.03 Free Service Prohibited: Service will be provided to the users of the system in accordance with the terms of these Regulations. No user shall be provided service without payment of service charges in proportion to the service available to such user. No one, including the County, shall subsidize the cost of operating, maintaining, or replacing any part of the water or wastewater systems.

217 - 298 Reserved:

299 - Penalty:

Whoever violates any provision of this Chapter or County directives pursuant to this chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

Chapter III - Water System Use

301 - Purpose:

To regulate the use of the water system owned and operated by the County.

302 - Scope:

This Chapter establishes the criteria for the use of the water system and the procedures for handling the uses of the system which fail to meet the established criteria.

303 - Governing Regulations:

Where there appears to be, or there is in fact, a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

304 - Definitions:

The definitions of **Chapter I - General Provisions** 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 or conduit which directly or indirectly connects the County water system to:

305.01 Any pipe or conduit containing, or intended to contain any liquid or material that would or could contaminate the water provided by the County or be injurious to the customer's health or welfare, or be injurious to the water system,

305.02 Any private well system or other private source of water, or any system of liquid conveyance such as sanitary sewer drains or tiles,

305.03 Any pond, lake, pool, or any devices there in, without County approved backflow protection,

305.04 Any system that serves buildings other than the buildings for which the service was obtained and/or,

305.05 Any system that serves buildings where approval by the County has not been obtained.

306 - Protection from Accidental Contamination or Damage:

Each person or customer of the water system shall protect the portion of the system on their premises from damage or contamination at their own expense, and must prevent any unnecessary waste of water. 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 County water system shall immediately notify the County. Such notification will not relieve the responsible person of liability for any consequential expense, loss or damage to the water system, or injury or disease to persons or property using the water service.

307 - Unauthorized Activities:

307.01 No customer or person shall cause, permit or feed any material additives or compounds using the water service tap approved by the County without obtaining prior County approval.

307.02 No customer or person shall use any water from the system without such water being metered and payment made thereof. Hydrant meters and backflow preventers are available from the County for rental and shall be used only for building construction and other nonpotable uses approved by the County.

307.03 Any customer, person, firm or company representative found using unmetered water or an unapproved meter or an unmetered hydrant shall be subject to the penalties specified in Section 199 and be fined a minimum of five hundred dollars (\$500.00) per occurrence plus estimated water usage at the current water rate as determined by the County.

307.04 No changes, alternations or extension of any fire system shall be made without first securing a permit from the County. Application for the same shall be made in the same manner and under the same condition for a new connection.

307.05 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 sanitary sewer except through a duly qualified plumber, and by permit obtained from the County.

307.06 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 the premises without permission from the County. Any plumber leaving water turned on without the permission of the County shall be held responsible for all water used.

308 - Water Meters:

308.01 All residential customers shall have outside set-up water meters. Inside set up water meters, that may be approved by the County for other types of customers, will not be set until the building construction is sufficiently completed such that the building can be locked. Once a building requests that the water meter be installed, that builder is responsible for all water use charges, whether the building is locked or left unlocked.

308.02 The water meters their associated appurtenances are the property of the County and may be changed, altered, and maintenance provided solely at County discretion. Customer shall maintain the water meter to prevent freezing and other damage. The County shall not be responsible for meter damage caused by the neglect of the customer. Upon notification by a customer of a suspected faulty or inaccurate meter, the County shall replace the meter with a manufacturer's tested meter. The replaced meter will then be tested in the presence of the customer if requested. If the tested meter is accurate within the manufacturers' limits, the County may assess a replacement charge as established by County Policy. Repairs to meters caused by damage or reason of negligence or accident will be charged to the Owner. A suspected inaccuracy or faulty meter is not grounds for non-payment.

308.03 A single meter shall service no more than one dwelling or building.

308.04 Meters shall only be set or removed by the authorized employees of the County. Water shall only be turned on or off by the authorized employees of the County. Plumbers/contractors must get approval from the County before operating any curb stop or main line valve.

308.05 No connection shall be made ahead of any meter. Meters shall not be tampered with, repaired, or seals broken except by authorized employees of the County.

308.06 All water connections installed shall be supplied by meter only. The meter shall be furnished by the County. A deposit in an amount as determined by County Policy shall be required. Deposits shall only be accepted from tenants, not from property owners.

309 - Obstructions Prohibited in Water Lines:

All property owners are prohibited from installing, causing to be installed, or with knowledge thereof, permitting to exist a tap pipe or other obstruction which protrudes into or otherwise obstructs a water line of the County. As used herein, knowledge shall be presumed upon service of written notice as stipulated in Section 112 - Notice of Violation.

310 - Connection with County's Water Lines Required:

The owners of all houses, buildings or properties used for human occupancy, employment or recreation, situated within the County are not required but may connect such facilities directly into the County water system provided such water system is accessible to the facilities and water pressure is maintained above 20 psi at ground level at all points in the distribution system under all conditions of flow. A single water service pipe, intended to supply up to two distinct premises or tenements, must be provided with separate and distinct meter pits for each tenement, to be placed on the outside of each premises on the sidewalk, or the public alley, opposite the same, as the County may direct.

310.01 New Construction: To construct any structure on a property including, but not limited to, the construction of single family residences, multi-family residences, office, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building or structure, the Owner shall, prior to the commencement of any construction or grading activities on said property, notify in writing the County of such intents, and provide to the County a copy of the building and site plans thereof. Thereafter, providing that said structure is designed with plumbing fixtures to provide water service, and provided that the County has determined that Owner's property is accessible to a County water line, the Owner shall be required to obtain approval of the plans from the County and pay to the County the appropriate tap fee, and any other applicable fees, prior to the commencement of any construction or grading activities. Thereupon, Owner shall be required to, simultaneously with the construction of any structure or structures, construct and pay for any lines, equipment and appurtenances necessary to connect into the County water line pursuant to these Regulations.

310.02 Existing Buildings: The Owner of any real property containing existing structures, including, but not limited to, single family residences, multi-family residences, offices, commercial, manufacturing or industrial buildings, recreational facilities or any other kind of building or structure which contains plumbing fixtures to provide water service, and provided the County determines that the Owner's property is accessible to a County water line, may pay the appropriate connection fee and any other applicable fees, and connect said structure or building directly into the County water system in accordance with these Regulations.

311 Through 398 - Reserved:

399 - Penalty:

Whoever violates any provision of this Chapter or County directives pursuant to this Chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

Chapter IV - Connections, Fees, Permits and Billing

401 - Purpose:

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

402 - Governing Regulations:

Where there appears to be, or there is in fact a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

403 - Definitions:

The definitions of **Chapter I - General Provisions**, 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 Request for Water or Sanitary Sewer Service:

All applications for water or sanitary sewer service must be made on forms provided by the County and be completed in a timely manner. Each application or request must truthfully state and fully disclose the uses to be made of the water or sanitary sewer service provided. A separate request for service form is required for each premises. Each application must be signed by the owner of the premises to be supplied water or sanitary sewer service. The owner of the property must sign for each individual service one time, not each time a tenant signs up. A new application must be made each time the property changes ownership. In the event an issued permit is not used by a developer, builder, or contractor, said permit will be voided. A new permit must be applied for and issued for the new location.

Any person applying for a permit to connect to a public sanitary sewer shall provide, with the application for said building sanitary sewer permit, sufficient data, as required by the County, regarding the location, type of wastewater and amount of flow to be conveyed to the

public sanitary sewer. Any costs associated with Additional Charges herein shall be borne by the person applying for the building sanitary sewer permit.

405 - Deposits, Fees and Charges:

The Belmont County Commissioners shall establish the deposits, fees and charges for the connection to and use of the County water and sanitary sewer systems. These deposits, fees and charges shall be listed in a schedule approved by Resolution of the Belmont County Board of Commissioners. The latest schedule as approved and in force on the date a deposit, fee or charge as required shall govern the amount of funds required to connect and use the County water and sanitary sewer system. A customer or contractor indebted to the BCSSD shall not receive new service until the debt is paid.

406 - Connection to the Water and Sanitary Sewer Systems:

406.01 All connections shall be made and maintained in accordance with County specifications and standard details. Any connection not made in accordance with County specifications and standard details will result in the loss of the permit deposit and/or other penalties allowed by these Regulations. No person shall:

- A. Uncover, make connection with, or an opening into use, alter, or disturb any public water lines, sanitary sewer, or appurtenances thereto without having first obtained a permit from the County and having a County inspector on site.
- B. Connect a service line to more than one building or facility without the County's prior approval.
- C. Install, cause to be installed, or allow to exist a connection, tap pipe, or other obstruction which protrudes into or otherwise obstructs a County sanitary sewer or waterline.
- D. Connect any source of storm, surface, or ground water into the County system or service line, as described in Chapter II and Chapter III of these Regulations.
- E. Receive service until all violations are corrected.

406.02 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, in the ground floor level shall be plugged or sealed to eliminate storm surface or ground water from entering the service line. No pumps shall be discharged into the service line.

406.03 All Line Charges, Meter Charges, Inspection Fees, Deposits, and Connection Fees as provided for herein are due at the time of applying for a permit and prior to the issuance of the permit to install.

406.04 The payment of a connection fee does not relieve any person from the responsibilities enumerated in these Regulations. No permit to connect a property to a County system shall be issued nor shall any such connection be made unless and until the fees herein imposed, along with all other charges and fees that pertain to that County system, have been paid.

406.05 All permits shall become null and void if not used within one hundred eighty (180) days from the date of issuance. At the end of the 180-day period, all line charges, meter charges, connection fees, and inspection fees, minus a \$300.00 processing and handling fee shall be refunded and the permit becomes null and void. Permits for water and/or sanitary sewer connections are not transferable from lot to lot or location to location.

406.06 No person, other than the properly authorized agents of the County, shall be permitted to tap or make any connections with the water or sanitary sewer mains of the water and sanitary sewer system.

406.07 An application on a form furnished by the County, for a permit for a water or sanitary sewer tap and inspection, shall be made to the County, at which time a connection fee for each tap shall be paid to the County. The application must be signed by the owner or his duly authorized agent of the property which means the owner or his duly authorized agent agrees to be responsible for water and sanitary sewer rate payment on said property.

406.08 In furnishing the line from the street, the County will determine the size of the tap to be made in the water main under any application, and in no event will one consumer be granted a larger size unless said consumer pays the difference in cost of such increase desired over the standard tap as usually made.

407 - Owner to Bear Cost and Be Responsible for Service Lines:

407.01 All costs and expenses associated with the installation, connection of, addition to relocation of any waterline, water meter, sanitary sewer, or service lines shall be borne by the applicant or owner of the property being connected to the County water and sewer system. The Owner shall repair or restore any drains or service lines damaged or disturbed during the construction of sanitary sewers, water mains, or service lines. The Owner shall indemnify the County from any loss or damage that may directly or indirectly be caused by the installation or relocation of any such water or sanitary sewer connection.

407.02 The property owner shall be responsible for all leaks or blockages in a service line and shall, at his or her expense, construct, maintain, repair, replace and keep it in good condition. When leaks or other defects in a service line are discovered, the County may disconnect the service line and/or require the property owner to repair or replace the service line as directed by the County. Except in cases of real emergency, however, the County shall give the customer notice of such deficiency and shall allow the customer reasonable time not to exceed ninety (90) days in which to have repairs made or other maintenance work accomplished.

408 - Sanitary Sewer Connections, Fees and Deposits:

408.01 The owner or builder of any structure which requires sanitary sewer service shall deposit with the County an amount as established by Resolution of the Belmont County Board of Commissioners. The deposit shall be administered as described on the Water and Wastewater Fee Schedule. Any person, owner or building not complying with these Regulations County Specifications and Standards, and County Policy will result in the loss of the deposit and/or other penalties allowed by these Regulations and the County Policy.

408.02 The owner of any lot or plot of ground which is required by governing body or who wishes to connect into the sanitary system of the County, shall first pay a connection fee as established by the Belmont County Board of Commissioners based on the gallons of standard strength sewage discharged in one average day, with the average flow rate being determined from Table 4-1. The County shall determine the average daily flow rate for those uses not listed in Table 4-1. The base value for all comparisons is 400 gallons per day which is the total expected flow from a Single Family residence, including an amount representing infiltration and inflow.

408.03 At the written request of the applicant, a ONE TIME detailed review of actual water usage at the applicant's specific structure shall be made after the first four (4) full billing quarters and before the end of the fifth billing quarter.

- A. The peak daily flow of water shall be determined for the site. The average daily water usage based on actual readings shall be adjusted with consideration for the percent of occupancy, use of site, and other pertinent factors including an "adjustment factor" of 400 gallons per day (the Single Family Equivalent (SFE) sewerage flow) divided by 240 gallons per day (SFE average daily water usage) which represents the infiltration and inflow impact.
- B. The resulting calculated SFE shall be compared to the original SFE charged as a Connection Fee at the time of the original permit application.

Table 4-1 - Schedule of Average Daily Usage (Estimated Wastewater Flow Guide)		
Place or Use	Note	(Estimated Wastewater Flow)Gallons Per Day
Airports		20 per employee 5 per Passenger
Apartments		250 per one bedroom 300 per two bedrooms 350 per three bedrooms
Assembly Halls (theaters and auditoriums)	a	2 per seat

Table 4-1 - Schedule of Average Daily Usage (Estimated Wastewater Flow Guide)		
Place or Use	Note	(Estimated Wastewater Flow)Gallons Per Day
Beauty Shop, Styling Salon		200 per basin
Bowling Alleys (no food service)	a	75 per lane
Camps		50 per person w/ individual bath 35 per person w Central Bathhouse units
Churches (small)	a	3-5 per sanctuary seat
Churches, (large with kitchen)	b	5-7 per sanctuary seat
Country Clubs	e, f	50 per member or 35 per seat at 400 ppm BOD
Dance Halls	a	2 per person
Doctors/Dentists		75 per doctor 20 per employee 10 per patient
Factories and Warehouses (no showers)		25 per employee
Factories and Warehouses (with showers)		35 per employee
Food Service Operations		
Ordinary Restaurant (not 24 hour)	d	35 per seat at 400 ppm BOD ₅
(24 Hour) Restaurant	d	50 per seat at 400 ppm BOD ₅
Banquet Rooms	d	5 per seat at 400 ppm BOD ₅
Restaurant, along Freeway	d	100 per seat at 400 ppm BOD ₅
Tavern (very little food service)	d	35 per seat at 400 ppm BOD ₅
Curb Service (drive-in)	d	50 per car space at 400 ppm BOD ₅
Vending Machine Restaurants		100 per seat at 200 ppm BOD ₅
Homes in Subdivisions		400 per dwelling
Hospitals (no resident personnel)	b	300 per bed
Institutions (residents)	b, d	100 per person
Laundries (coin-operated)		400 per standard size machine
Marinas (restrooms and showers only)		15 per boat mooring/slip/dock
Mobile Home Parks		300 per mobile home space
Motels		100 per unit
Nursing and Rest Homes	b	200 per patient at 300 ppm BOD ₅ 100 per resident employee 50 per non-resident employee
Office Buildings	e	20 per employee or 0.2 per sq. ft. of floor space
Playgrounds & Daytime Parks		5 per person w/ toilet facilities 10 per person w/ showers, bathhouse, & toilets
Recreational Vehicle Parks and Camps	a, d	300 per vehicle space at 400 ppm BOD ₅
Retail Store	e	20 per employee or 0.2 per sq. ft. of floor space
Schools - Elementary	b	15 per pupil
- High and Junior High	b	20 per pupil
Service Stations		1,000 first bay or pump island 500 per each additional bay, or pump islands
Shopping Centers (no food service or laundries)	c	0.2 per sq. ft. of floor space
Single - Family, Two - Family (duplexes, doubles and twin singles) and Three Family Buildings		400 per family
Swimming Pools (average) (with hot water shower)		3-5 per swimmer (design load) 5-7 per swimmer (design load)
Theaters		5 per car space - Drive-in theaters 5 per seat - movie theaters
Vacation Cottages		50 per person
Veterinarians and Animal Hospitals		10 per run 10 per cage 20 per employee
Youth and recreation camps	b	50 per person

- a: Food service waste not included
- b: Food service waste included, but without garbage grinders
- c: Add laundries or other high flow or high strength uses.
- d: Connection fees for 400 ppm BOD₅ sewage shall be doubled
- e: The gallons per day that requires the largest treatment capacity shall be used to compute the connection fee
- f: The connection fee for a building with more than one of the listed uses (places) shall be computed based on the total gallons per day derived from adding together the gallons per day for each use of that building. Sanitary sewer connections for which fees have been paid in the amount required at the time the permit to connect or tap was issued shall be permitted without additional fees being charged, except when an existing connection will service a use that contributes more sewage than the use designated on the permit, in which case, the difference between the current connection fees based on the original use and the proposed use shall be paid to the County.

These estimated flows are based on the OEPA document titled "Sewage: Collection, Treatment & Disposal."

C. If the difference is less than 75% or greater than 125% of the original SFE, then either a rebate or a charge to the owner for the difference shall be made by the Belmont County Sanitary Sewer District.

408.04 All pretreatment or other extra costs as required to comply with these regulations are in addition to the connection fee.

408.05 Any applicant whose property does not abut an existing sanitary sewer shall, at his own expense, construct trunk or lateral sanitary sewers as required to connect to the County's sewage system. Upon completion of the sanitary sewer facility to the satisfaction of the County, the facilities within dedicated rights-of-way shall become the property of the County and be subject to all rules and regulations hereunder.

408.06 The applicant shall be responsible for construction of all extended sanitary sewer lines and appurtenances necessary to connect to the County's sewage system, when those lines and appurtenances are within the boundaries of the BCSSD. The applicant shall bear all costs of such construction, including meters, easements, engineering, and other associated costs. The County shall have the right to require sanitary sewer lines and equipment in excess of the size needed to serve the applicant's area provided, however, that the County reimburse the applicant for the difference in cost between the size sufficient to serve the applicants' tract of land and the area adjacent in which the County wishes to serve in the future. The materials and/or equipment used during the construction shall conform to the applicable ASTM specifications as directed by the County. All sanitary sewers and equipment shall be inspected and approved by the County after installation, but before covering with backfill.

409 - Water Connection (Tap):

409.01 The owner of any lot or plot of ground who wishes to connect to a County water system shall first pay a connection fee and meter (MXU/transmitter/appurtenances) fee as established by the Water and Wastewater Fee Schedule.

409.02 When a service line is used for fire protection only, the water connection fees shall be reduced as stated in the Water and Wastewater Fee Schedule adopted by the Belmont County Board of Commissioners in force on the date the fee is due. The service line for fire protection shall be separate from all other service lines. There shall not be any connection between a fire protection system and a water system for domestic use. The fire protection tap can only be used for fire protection purposes.

409.03 When a meter, larger than a 2" meter, is to be installed between the County water system and a water system which is owned and operated by a public utility or local government, hereafter called a "master meter", the connection fees for such a master meter shall be as stated in the Water and Wastewater Fee Schedule adopted by the Belmont County Board of Commissioners in force on the date the fee is due.

410 - Miscellaneous Charges:

Fees and costs are charged to contractors, builders, and customers for special services provided by the County as provided for in the County Policy. The County will maintain a current list of Miscellaneous Charges and Equipment Charges to be available to contractors, builders and customers when requested.

411 - Water System Line Charge:

Anyone desiring to extend, connect, tap or make a service connection to any of the waterlines listed on the fee schedule shall pay the "Line Charge", in addition to all other fees and charges, established by the Belmont County Board of Commissioners, for that waterline. The Line Charge is meant to defray the project cost of water main installation for any property which did not participate previously in the cost of said water mains. The calculation of the charge shall take into consideration the differential in cost incurred by a property owner for the installation of the service line from the water main to the property line depending on the proximity of the property to the location of the water main. This differential reflects the condition where a water line is installed on either side of a paved road thereby being in close proximity to one property while being a much greater distance from the property on the far side of the road. The intent of recognizing this difference is to achieve equity to the greatest extent possible such that each property will incur the same out of pocket expense in paying their fair share of the water main project cost including their cost of service line installation.

411.01 The Line Charges for main water lines installed previously by the County, excluding those water lines in subdivisions whereby an entire system was installed by the developer, shall be calculated using the following formula, with adjustments made each year for interest charges.

$$x + (x + a) = 100y$$

- Where: x = Line Charge for the far side property proximity
- a = the differential in cost of service line installation
- y = the County's water main project cost
- (x+a) = Line Charge for the near side property proximity

The Line Charges for both far side and near side shall be increased each year, by the percentage indicated in the Water and Wastewater Fee Schedule, to reimburse the BCSSD for interest charges on the initial project costs.

411.02 The Line Charges for water lines within subdivisions whereby an entire water system was installed by the County specifically to serve establishments within that subdivision shall be calculated separately for each subdivision. The Line Charges shall be calculated by dividing the total project cost of the entire water system in that subdivision by the number of occupiable units within that subdivision that can receive service from the new water system. The formula to be used shall be as follows:

$$x = y / n$$

- Where x = the Line Charge for each unit that can receive service
- y = the County's water system project cost
- n = the number of occupiable units that can receive service from the new water system

Since the project costs of the water system and number of occupiable units will be different for each subdivision, the Line Charges will also be different for each subdivision. The Line Charges shall be increased 5% per year, or by the percentage indicated in Water and Wastewater Fee Schedule, to reimburse the Utilities Department for interest charges on the initial project costs.

The BCSSD shall collect all appropriate fees and line charges at the time a Connection Permit is applied for and shall not issue such permit until all fees are paid in full. Placement of Line Charges on the property tax duplicate, if permitted by the County Resolution for a specific user, shall be considered to be paid in full.

412 - Installation of Water Meters:

The County will provide all water meters upon payment of the connection fee and satisfactory installation of the service line. All meter settings 1" and smaller shall be installed by the County. Anything 2" and larger requires construction by a contractor with County inspection. All meter installations shall be inspected and approved by the County, prior to turning on the water. The meter installation shall conform to the standard drawings of the County. At least a forty-eight (48) hour notice shall be given to the County for meter inspections.

413 - Temporary Water Service:

413.01 When temporary water service is requested for any purpose, the County shall prepare an estimate of the cost of installing and removing the facilities required for such service and the applicant for the service shall deposit with the County the amount of such estimate.

When such temporary service is no longer desired and is discontinued, all facilities not thereafter usable shall be removed and the actual installation and removal cost shall be determined. The customer shall then be reimbursed for the amount of the deposit less the "actual" cost determined as above. During the period of the temporary service, the customer shall also be liable for all damages, service charges and usage charges calculated in accordance with this Chapter.

413.02 Appropriate fees, as stated in the Water/Wastewater Fee Schedule adopted by Resolution of the Belmont County Board of Commissioners, shall be paid for using a hydrant meter or installing a meter and proper backflow device on a service line for temporary use by a contractor during the construction of buildings.

413.03 The contractor shall provide adequate support for the meter in a protected place. Failure of the contractor to provide proper care for the meter or misuse of or damage to the meter may constitute grounds for removal of the meter and terminating the temporary service. Fees shall be charged to cover the cost of all water used, meter repairs, and meter replacements in accordance with the County Policy.

413.04 Hydrant meters shall be used for building construction and non-potable water uses at the approval of the BCSSD. In the event the BCSSD personnel or the Belmont County Sheriff's Department discover anyone except authorized personnel or safety forces using an unmetered hydrant, the hydrant shall be shut off and all equipment confiscated, to be returned only when the user pays a fine for unauthorized access to a public water system plus estimated water usage at the current water rate, as determined by the Director.

414 - Inspection:
414.01 All connections to a County system and the installation of all service lines shall be inspected by the County, in accordance with the County Policy and Instructions to Installers provided with the permit to connect. Failure to comply with any of the permit conditions or installation requirements shall be caused for denial of service to the applicant and/or loss of the tap deposit.

414.02 The connection fees include the cost of an initial inspection and one repeat inspection of four (4) hours total duration by the County for each permit issued. Should more than the initial and one repeat inspection or more than four hours of total inspection time be required because of failure of the owner, his contractor or authorized representative to install, maintain, repair, alter, or perform other work necessary to install the connection and service line in accordance with these Regulations, additional fees as established by Resolution shall be charged for the time required to insure 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.

414.03 The County shall be given forty-eight (48) hours notice when an inspection is required.

414.04 There shall be a final inspection of the interior plumbing prior to the enclosure of the plumbing or installation of the meter.

414.05 In the event water and/or sanitary sewer inspection is scheduled with the Customer and the Customer fails to show for the scheduled inspection, a fee will be charged to the Customer in accordance with the County Policy.

414.06 Following the inspection of the water service line installing, water service will be shut off at the curb stop and the curb box staked by the builder until service is required by the builder or homeowner. Sanitary sewer service begins after the sewer service connection is fully inspected and approved and the water meter is installed.

415 - 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 County system but which requires maintenance, repair, alteration, testing, cleaning, 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 at their cost. Prior to any work being performed, the Owner or his authorized representative shall give forty-eight (48) hour notice to the County to allow for proper inspections.

416 - Service Charges:

416.01 The owner of the property which is served by either the County Water or Sanitary sewer System or both Systems shall be liable for all charges for the service rendered to that property.

416.02 The Belmont County Board of Commissioners shall establish the rate of service charges for water service. Charges for water service shall be based on meter readings and begin on the date the water meter is set.

416.03 The Belmont County Board of Commissioners shall establish the rate of service charges for sanitary sewer service. When public water service is provided, sanitary sewer service charges become effective on the date the water meter is set. If public water service is not available, the sanitary sewer service charges shall become effective sixty (60) days after the final inspection of the sanitary sewer connection.

416.04 The sanitary sewer service charge for customers not receiving water service shall be based on the unmetered rates established by Resolution of the Belmont County Board of Commissioners unless required otherwise as stated herein.

416.05 If in the judgement of the County, the sanitary sewer service charge for any property should be based on a metered flow, the County will notify the property owner of this determination. Metered sewage flows shall be based on metered water usage for non-residential users as defined in 103.85.

416.06 If a non-residential establishment does not have County Water Service, a sanitary sewer meter may be required by the County at the owner's expense. The sanitary sewer meter and its installation shall be approved by the County prior to its use for determining the amount of sanitary sewer service charge owed the County for non-residential users. All residential and non-residential customers receiving both water and sewer service are billed for their sanitary sewer based on their water usage.

416.07 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 BOD₅ and 200 ppm Suspended Solids as set forth in Section 215.11.

416.08 When previously unknown connections to sanitary sewer system not on the billing register is discovered, the property owner shall be notified and immediately added to the billing register. The owner's billing shall begin for the last full quarter during which the discovery was made unless a valid written agreement is provided that states otherwise.

416.09 Annual Review of User Charges:

A. Pursuant to EPA Regulations, the user charges shall be reviewed annually to accomplish the following purposes:

1. To maintain the proportions distribution of operation, maintenance, and replacement costs among users and user classes; and
2. To generate sufficient revenue to pay the total operation, maintenance, replacement, capital, and working capital costs of the sewage system.

B. A periodic review of the user charges shall be conducted by the Director or by a consulting engineer and summarized in a report. This report shall be prepared and submitted to the County Commissioners on or before July 1st of the year when the user charge review is completed. The report shall summarize actual operations for the year just ended and, shall be based upon at least two years projections (the current year and the next year), shall recommend a rate increase or decrease effective January 1st of the next year. This report shall be used by the Commissioners to set water and sewer rates for the upcoming year.

C. Following the annual review, the Director shall promptly notify each user, in conjunction with a regular bill, of the rate adjustments, if any, and that portion of the sanitary sewer service charge over the past year which is attributable to operation, maintenance and replacement costs of the system and that portion related to debt service.

417 - Bill and Payment For Services; Remedies For Non-Payment:

417.01 All bills shall be due and payable on the date shown on the bill. When service to any premises is established on a date between billing dates, the bill shall be pro-rated between owners based on time of service.

417.02 Bills will be mailed to the Owner at the address of the premises serviced unless the Owner requests, in writing on the appropriate County supplied forms, that they be sent to some other address specified by the Owner. Property owners are ultimately responsible for the payment of all water and sanitary sewer charges for the premises. Bills can be sent to the renters of the premises only if designated by the Owner of the premises on a fully executed affidavit for Transfer of Billing Address form and as long as the renter inhabits the property.

417.03 The failure to receive a bill by mail service shall not relieve the Owner of the obligation to pay the same and any applicable delinquency charges when due. BCSSD is not responsible for the reliability of the mail service.

417.04 Bills unpaid after the date shown on the bill shall be considered delinquent and shall subject the premises to a 15% delinquency charge, discontinuance of service, and/or other remedies of law. ACH customers and those on Social Security and/or Disability do not receive a penalty for late payment.

417.05 The Owner shall notify the County of any errors or discrepancies in the billing prior to the date the bill becomes delinquent. Failure to make such notification constitutes acceptance of the bill as mailed.

417.06 It is the Owner's ultimate responsibility for the payment of water and sanitary sewer bills of all tenants living in the Owner's property. All charges for service constitute a lien upon the premises charged therewith and if the charges are not paid by the due date, such charges shall be certified to the auditor of Belmont County who shall place the charges with penalties and interest on the tax duplication which shall be collectible with the property taxes.

418 - Returned Check:

The following policy has been adopted for returned checks:

418.01 If payment for a regular bill is received in a timely manner and the customer has a good payment record, but payment is in the form of a bad check; the County will give the customer 30 days notice to make the check good. If payment is not made in that time period, service will be discontinued,

418.02 If payment for a disconnect (30 days already given) is in the form of a bad check; the County will give the customer 72 hours notice to make the check good. If payment is not made in that time period, service will be discontinued,

418.03 In any case, a fee in accordance with the County Policy Manual will be charged for all returned checks.

418.04 If the customer has previously had a bad check, 72 hours notice will be given for disconnection.

418.05 If payment for disconnect (30 days already given) is in the form of a bad check and there is a previous history of bad checks; 72 hours notice will be given for disconnect with the advisory given that if payment is made in the form of a check, service will be discontinued until the check clears the bank and there will be a disconnect charge, as well as the returned check charge placed against the account.

418.06 If checks are returned for signatures, the penalty will be deleted from the account if the checks are returned in a timely manner and the customer does not have a history of sending in the check without a signature.

419 - Change of Ownership, Liability of Unpaid Bills:

When a property which receives either water or sanitary sewer service from the County changes ownership, the person who will become the new owner shall, within twenty-four (24) hours of change of ownership, notify the County of the change in ownership, receive the prorated billing amounts and make application for service on forms provided by the County. Failure to notify the County of the change in ownership within twenty-four (24) hours of the change in ownership will subject the new owner to be liable for all past due amounts for that property, having the property disconnected from the County System, and any other remedies allowed by law.

420 - Restoring Service:

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

421 - Service Charges to Builders:

Service charges for newly constructed homes shall be applicable under the following conditions:

A. In the event both water and sanitary sewer services are required, the water charges will be based on meter readings while the sanitary sewer service charges will be effective on the date the new water meter is set, if the property is still in the name of the builder. At the time the first homeowner takes possession, the builder shall notify the BCSSD and the normal charges shall go into effect for the new owner.

B. In the event of sanitary sewer service only, the sanitary sewer charge sent to the builder is the regular sewer rate and becomes effective immediately after inspection of the connection to the sanitary sewer by the BCSSD. Once the property is sold, the new owner is charged the full normal rate from that date forward.

422 - Annual Audit of Water and Sanitary Sewer Funds:

The County Auditor shall prepare an annual audit of the Water Fund and Sewer Fund which will be submitted to the State Auditor as a part of "Report of Receipts and Expenditures" as required by Section 117.06 of the Ohio Revised Code.

423 - Miscellaneous:

423.01 Liberal Interpretation: Those Regulations shall be interpreted liberally to effectuate its broad remedial purpose of protection of the public health, safety and welfare. Absent a showing of actual abuse of discretion, the County's interpretation of the regulation shall have a strong presumption of validity.

423.02 Grievances and Appeals:

A. Any person aggrieved by a decision of the County under these regulations may file a written grievance with the County within fourteen (14) days of the County's decision. The written grievance shall set forth the substance of the County's decision and the basis of the user's complaint with all appropriate documents.

B. The Director shall investigate the grievance and issue a written determination within thirty (30) days of receipt. The determination should include the following:

1. Name, address, and location of the premises of the person;
2. A summary of the person's claim;
3. A summary of the facts revealed by the County's investigation;
4. An interpretation of any applicable regulation, law, or policy;
5. A notice of the person's right of appeal to the County;
6. A copy of the grievance and appeal procedure.

C. Upon receipt of the written determination, the person may request an appeal hearing before the Board of County Commissioner's in the presence of the Director. The decision of the Board of County Commissioners shall be final.

D. No legal action in the courts of the State or Federal government shall be initiated by any person until completion of this administrative remedy.

424 Through 498 - Reserved:

499 - Penalty:

Whoever violates any provision of this Chapter or County directive pursuant to this Chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

Chapter V - Water and Sanitary Sewer Design Criteria

501 - Purpose:

This chapter establishes the design criteria for water and sanitary sewer systems in Belmont County, both public and private systems. These design criteria are intended to supplement rather than replace sound engineering design practice.

The design of the components of the water and sanitary systems shall conform with the provisions of the most current edition 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 referenced publications, the one providing the highest or most stringent requirements shall govern.

502.01 Recommended Standards for Wastewater Facilities, Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers, most current edition.

502.02 Recommended Standards for Water Works, Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers, most current edition.

502.03 Ohio Environmental Protection Agency Regulations and Requirements.

502.04 American Water Works Association Standards.

502.05 Belmont County Subdivision Regulations.

502.06 Belmont County Construction and Material Specifications

502.07 Belmont County Standard Drawings.

503 - Definitions:

The definitions of **Chapter I - General Provisions** shall be used in this chapter unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

504 - General Requirements:

504.01 Easements: In all subdivisions and developments with centralized sanitary sewer systems or currently proposed on-site wastewater treatment systems, sanitary sewer easements shall be required according to the following provisions:

A. Separate Sanitary Sewer and Waterline Easements, independent of other utility easements and drainage easements, are preferred.

Easements shall be a minimum of 15 feet in width when located adjacent to a dedicated public road right-of-way and a minimum of 20 feet in

width when not located along a public road right-of-way (e.g. side lot lines and back lot lines). The easements shall be labeled "15' Sanitary Sewer or Waterline Easement" or "20' Sanitary Sewer or Waterline Easement," as appropriate. No other utilities are permitted within these Sanitary Sewer or Waterline Easements, unless approved by the Director.

B. Sanitary Sewer and Waterline Easements may be provided in conjunction with other utility easements, however, a larger width easement is required to allow for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewers or waterlines adjacent to other existing utilities. Easements, in this case, shall be a minimum of 30 feet in width when located adjacent to a dedicated public road right-of-way and a minimum of 40 feet in width when not located along a public road right-of-way (e.g. side lot lines and back lot lines). The easements shall be labeled "30' Utility and Sanitary Sewer or Waterline Easement" or "40' Utility and Sanitary Sewer or Waterline Easement", as appropriate.

C. Sanitary Sewer and Waterline Easements may be provided in conjunction with other drainage easements, however, a larger width easement may be required to allow for the construction, operation, maintenance, repair, replacement, or removal of sanitary sewers and/or waterlines without encroaching upon or disturbing the drainage structures and facilities. Easements, in this case, shall be a minimum of 30 feet in width larger than the required drainage easement. The easements shall be labeled "___' Drainage and Sanitary Sewer or Water Line Easements" or the drainage and sanitary sewer or waterline easements can be shown and labeled separately adjacent to each other. No other utilities are permitted within Drainage and Sanitary Sewer or Waterline Easements, unless approved by the Director.

D. In no case shall any water or sanitary sewer easement be less than 15' in width unless approved otherwise by the Director.

E. Notwithstanding the above, all easements and easement right-by-way combinations shall be wide enough to ensure that the easement limit is at least five feet away from all County utilities within the easement.

F. No structures, trees, fences, or any other obstruction shall be placed in a designated easement area as of April 1, 2017,. The Owner of the property is not responsible for the cost of removal of all obstructions, trees, bushes, etc, within designated easement areas unless they were placed there after the easement was recorded.

G. The Owner or Developer is required to perform the necessary surveys and prepare the easements in accordance with County Standards.

504.02 Preliminary Plan: A preliminary plan, prepared by either a registered professional surveyor and/or a registered professional engineer, as is appropriate, of the proposed subdivision shall be drawn at a scale of any one-tenth (1/10) portion of one hundred (100) feet to the inch and shall be on one or more sheets 18 x 24 or 24 x 36 in inches in size. All drawings, which are submitted as part of the preliminary plan, shall be drawn at the same scale. The preliminary plan shall contain the following information.

A. Proposed name of the subdivision or project.

B. Location by section, range, and township.

C. A north point and bar scale of plan.

D. The boundaries of the entire proposed subdivision or project shall be drawn in heavy continuous lines, including lengths and bearings with its acreage.

E. Names of adjacent subdivisions and owners of adjoining parcels of unsubdivided land.

G. Plan view layout for entire proposed subdivision or project.

H. Location Map

I. Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas, wetlands, contours and other significant topographic and natural features within and for 200 feet adjacent to the tract being subdivided.

J. Wetlands shall be delineated on the plan in accordance with the federal and/or state agency with jurisdiction authority. The U.S. Army Corps of Engineers, Huntington District, is the agency with jurisdiction authority over wetland area delineation in Belmont County. All delineations by the developer must be approved by the U.S. Army Corps of Engineers prior to approval of construction drawings by BCSSD.

K. Existing sewer, water lines, gas lines, culverts, and other underground structures, and power transmission poles and lines, within and for 200 feet adjacent to the tract being developed.

L. Existing contours at an interval of not greater than two (2) feet if the slope of the ground is five percent or less and not greater than five (5) feet where the slope is more than five (5) percent. Elevations are to be based on USGS datum. The engineer or surveyor shall certify or obtain a certification from others that the topographic data has been obtained from acceptable field or aerial methods. The date of the field work or of the aerial photography will be included in the certification.

M. The location of the bench mark used to determine the contour lines.

N. Sanitary Sewer and Waterline Easements shall be provided for future centralized sanitary sewers or waterlines in new subdivisions initially proposing individual on-site wastewater treatment systems. A preliminary gravity sanitary sewer layout, based on existing topography, shall be submitted as part of a preliminary plans for a subdivision.

O. Approximate location, widths, and names of proposed streets and drainage easements. Street names shall not duplicate or be similar to the name of any other street in Belmont County.

P. Building setback lines with dimensions.

Q. Approximate location and dimensions of all proposed utility and sewer lines, showing their connections with the existing system.

R. Layout, temporary numbers, and approximate dimensions of each lot. When a lot is located on a curved street or when side lot lines are not at ninety (90) degree angles, the width at the setback line shall be shown.

S. Parcels of land or areas to be reserved or donated for public use or to be reserved by covenant for residents of the subdivision.

T. Names, addresses, and phone numbers of the owner, subdivider, and registered professional engineer and/or registered professional surveyor who prepared the plan.

U. Soils types as designated in the latest Soil Survey of Belmont County with soil descriptions of each map unit (USDA Natural Resources Conservation Service) must be shown incorporated into the preliminary plan and to the scale of said plan. Assistance in interpretation may be obtained from the Belmont Soil and Water Conservation District Office. The County Engineer's Township Aerial Maps shall not be used for obtaining soil information, due to inherent errors in the maps resulting from photographic distortions.

504.03 Design:

A. The design for water and sanitary sewer lines shall use pipe approved by BCSSD, in conjunction with the specified beddings, to withstand the trench loading and line loadings imposed now or in the known future.

B. The design of the water and sanitary systems, and their components, shall be based on generally accepted engineering practices which are compatible with the referenced publications and these Regulations. When required by the County, the engineer shall submit design calculation sheets.

504.04 Construction Drawings: shall be prepared in accordance with generally accepted practice for all sanitary sewers and waterlines which are proposed to be owned, operated, or constructed within Belmont County. The drawings shall be signed and sealed by a Professional Engineer, licensed in the State of Ohio.

A. All drawings shall be made on reproducible material sized 24 inches by 36 inches, with a one-inch border on the left and one-half inch border around the balance of the sheet. The proposed work shall be shown in both plan and profile on the same sheet and in sufficient detail to clearly show all work to be done. The drawing shall also show existing and proposed right-of-ways, property lines and easements, as well as the existing or other proposed improvements to or features of, the land in the area of the improvement. In general, the horizontal scale shall be between one inch equals fifty feet and one inch equals twenty feet, and the vertical scale shall be one inch equals five feet or one inch equals ten feet, except when larger scales are necessary to show details or special work. The drawings shall contain general notes and a summary of estimated quantities. All drawings shall be produced in computer format ink and a title block shall be included in the lower right hand corner of each sheet except on the title sheet. Spaces shall be provided on the first sheet for the approval signatures of the Director and other appropriate County Officials, with approval dates. The water and sanitary sewer improvements may be included on the construction drawings for other improvements, provided that the construction drawings provide the information as required herein.

B. All elevations shall be on USGS Datum and a complete description, location, and elevation of the Bench Mark used shall be shown on the plans. Identify at least two temporary bench marks on-site as well as permanent bench mark used.

C. Existing utilities, buildings, driveways, and other details of all existing streets and sewers that are to be extended to the subdivision shall be shown for a distance of at least 150 feet from the point of entry into the subdivision, on the plan and profile.

D. The general notes shall include a reference to the current edition of Belmont County Water and Sewer Regulations, Construction and Material Specifications and applicable Standard Drawings.

E. Supplemental specifications may be submitted as separate documents typewritten on eight and one-half inch by eleven inch paper or may be part of the construction drawings.

F. The first sheet for all plans shall include a location map, a one inch equals 200 feet scale drawing of the development, the development title, required signature spaces, a standard drawing list, and an index.

G. Three (3) sets or four (4) sets of plans, construction drawings and specifications shall be submitted to the BCSSD for water project and water and sewer project review and approval, respectively. Upon completion of construction, two-sets of as-built drawings and computer disks of as-built drawings in AutoCADD format shall be furnished to the BCSSD.

504.05 Site Plans and Utility Plans: Site Plans and utility plans must be prepared, in addition to construction drawings, for all sanitary sewers and waterlines which will be publicly or privately owned and operated. The drawings shall be signed and sealed by a Professional Engineer, licensed in the State of Ohio. The site and utility plans shall conform to all requirements of Section 504.03. All plans, construction drawings and specifications shall be submitted to and approved by the County, prior to beginning any construction work.

504.06 A Grading Plan: A grading plan shall be prepared for all developments covered under this Regulation. The Grading Plan may be combined with other plans, if such a combination is neat and the information easily readable. The Grading Plan shall show:

A. The development title, sheet scale, north arrow, and location map unless it is made a part of the construction drawings. The scale shall be one inch equals fifty feet or a large scale.

B. The floor elevations for first floor of proposed structures.

C. The proposed elevations, slopes, and grade of the site improvements.

504.07 When the proper County officials have affixed their signatures to the construction drawings, such drawings become the property of the County; however, the Owner shall cause the drawings to be corrected to conform to the “as built” conditions. Public water and sanitary sewer improvements will not be accepted by the County until reproducible “as built” construction drawings are delivered to the County together with two sets of prints and computer disks or CD ROMS in AutoCADD format. As used herein, reproducible “as-built” drawings shall mean a photographic reproduced drawing which will accept ink, will produce clear, sharp prints, and will not fade, darken or become brittle with age.

504.08 The “as built” drawings shall show changes in the construction as shown in the Contractor’s records and observed in the field. The “as built” drawings shall provide plan and profile of all watermains or sewers, dimensions to the water and sanitary sewer service connections in reference to the top of curb or two other two permanent landmarks, manholes, fire hydrants, water valves, or catch basins.

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

504.10 All excavations for building water and sanitary sewer installations shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the County.

505 - Sanitary Sewer Design:

505.01 Sanitary sewers shall be designed to maintain a minimum velocity of two (2) feet per second at the design flow, based on Manning’s formula using an “n” value of 0.013. The minimum pipe diameter shall be eight inches. The minimum slope for eight inch and 10-inch diameter sewers shall be 0.45% and 0.32%, respectively. The minimum cover over the sanitary sewer pipe shall be sufficiently deep to receive wastewater from basements and to prevent freezing. Insulation shall be provided for sewers that cannot be placed at a depth sufficient to prevent freezing. The sanitary sewer pipe shall be designed to flow half full at maximum peak flows resulting from average daily flows as indicated on the Ohio Environmental Protection Agency’s “Wastewater Flow Guides” for specific development

Table 5.1 - Sanitary Sewer Conversion Chart (Cubic Feet per Second)

Average	Peak	Average	Peak	Average	Peak	Average	Peak	Average	Peak
0.00	0.00	0.78	2.69	1.62	5.46	2.46	7.91	5.00	14.00
0.02	0.06	0.80	2.76	1.64	5.52	2.48	7.96	5.20	14.40
0.04	0.13	0.82	2.84	1.66	5.58	2.50	8.01	5.40	14.80
0.06	0.20	0.84	2.9	1.68	5.64	2.52	8.06	5.60	15.20
0.08	0.26	0.86	2.98	1.70	5.70	2.54	8.12	5.80	15.60
0.10	0.33	0.88	3.04	1.72	5.76	2.56	8.18	6.00	16.00
0.12	0.40	0.90	3.11	1.74	5.82	2.58	8.23	6.20	16.40
0.14	0.46	0.92	3.18	1.76	5.89	2.60	8.28	6.40	16.80
0.16	0.53	0.94	3.24	1.78	5.95	2.62	8.34	6.60	17.20
0.18	0.60	0.96	3.31	1.80	6.01	2.64	8.40	6.80	17.60
0.20	0.67	0.98	3.38	1.82	6.07	2.66	8.45	7.00	18.00
0.22	0.73	1.00	3.33	1.84	6.13	2.68	8.51	7.20	18.40
0.24	0.80	1.02	3.51	1.86	6.19	2.70	8.56	7.40	18.80
0.26	0.87	1.04	3.58	1.88	6.25	2.72	8.60	7.60	19.20
0.28	0.94	1.06	3.65	1.90	6.31	2.74	8.65	7.80	19.50
0.30	1.00	1.08	3.72	1.92	6.37	2.76	8.70	8.0	19.9
0.32	1.07	1.10	3.79	1.94	6.43	2.78	8.74	8.2	20.2
0.34	1.14	1.12	3.85	1.96	6.49	2.80	8.80	8.4	20.5
0.36	1.22	1.14	3.92	1.98	6.56	2.82	8.85	8.6	20.8
0.38	1.29	1.16	3.99	2.00	6.61	2.84	8.90	8.8	21.2
0.40	1.36	1.18	4.06	2.02	6.67	2.86	8.95	9.0	21.5
0.42	1.43	1.20	4.12	2.04	6.73	2.88	9.00	9.2	21.8
0.44	1.50	1.22	4.18	2.06	6.79	2.90	9.05	9.4	22.1
0.46	1.57	1.24	4.25	2.08	6.85	2.92	9.10	9.6	22.5
0.48	1.64	1.26	4.31	2.10	6.91	2.94	9.15	9.8	22.8
0.50	1.71	1.28	4.38	2.12	6.97	2.96	9.20	10.0	23.1
0.52	1.79	1.30	4.44	2.14	7.03	2.98	9.25	10.2	23.4
0.54	1.86	1.32	4.51	2.16	7.09	3.00	9.30	10.4	23.8
0.56	1.93	1.34	4.58	2.18	7.14	3.10	9.54	11.0	24.7
0.58	2.00	1.36	4.64	2.20	7.20	3.20	9.78	11.2	25.1
0.60	2.07	1.38	4.71	2.22	7.26	3.30	10.10	11.4	25.4
0.62	2.14	1.40	4.78	2.24	7.32	3.60	10.68	11.6	25.7
0.64	2.21	1.42	4.84	2.26	7.38	3.70	10.89	11.8	26.0
0.66	2.28	1.44	4.90	2.28	7.43	3.80	11.10	12.0	26.4
0.68	2.35	1.46	4.97	2.34	7.60	4.00	11.51	12.2	26.7

0.70	2.42	1.48	5.03	2.36	7.64	4.20	12.00	12.4	27.0
0.72	2.49	1.50	5.09	2.40	7.75	4.40	12.50	12.6	27.3
0.74	2.56	1.56	5.28	2.42	7.80	4.60	13.00	12.8	27.7
0.76	2.62	1.60	5.4	2.44	7.85	4.80	13.50	13.0	28.0

Average	Peak	Average	Peak	Average	Peak	Average	Peak	Average	Peak
13.2	28.3	19.8	39.3	26.2	49.8	32.2	59.5	38.8	70.3
13.4	28.7	20.0	39.7	26.4	50.2	32.4	59.8	39.0	70.6
13.6	29.0	20.2	40.0	26.6	50.5	32.6	60.2	39.2	71.0
13.8	29.3	20.4	40.3	26.8	50.8	32.8	60.5	39.4	71.3
14.0	29.6	20.6	40.6	27.0	51.1	33.0	60.8	39.6	71.6
14.2	30.0	20.8	41.0	27.2	51.4	33.2	61.2	39.8	72.0
14.4	30.3	21.0	41.3	27.4	51.8	33.4	61.5	40.0	72.3
14.6	30.7	21.2	41.6	27.6	52.1	33.6	61.8	40.5	73.2
14.8	31.0	21.4	42.0	27.8	52.4	33.8	62.2	41.0	74.0
15.0	31.3	21.6	42.3	28.0	52.8	34.0	62.5	41.5	74.8
15.2	31.7	21.8	42.6	28.2	53.1	34.2	62.8	42.0	75.6
15.4	32.0	22.0	43.0	28.4	53.4	34.4	63.2	42.5	76.5
15.6	32.3	22.2	43.3	28.6	53.7	34.6	63.5	43.0	77.3
15.8	32.7	22.4	43.6	28.8	54.0	34.8	63.8	43.5	78.2
16.0	33.0	22.6	43.9	29.0	54.4	35.0	64.1	44.0	78.9
16.2	33.3	22.8	44.3	29.2	54.7	35.2	64.5	44.5	79.8
16.4	33.7	23.0	44.6	29.4	55.0	35.4	64.8	45.0	80.6
16.6	34.0	23.2	44.9	29.6	55.4	35.8	65.5	45.5	81.5
16.8	34.3	23.4	45.2	29.8	55.7	36.0	65.8	46.0	82.3
17.0	34.6	23.6	45.6	30.0	56.0	36.2	66.1	46.5	83.1
17.2	35.0	23.8	45.9	30.2	56.3	36.4	66.4	47.0	83.9
18.0	36.3	24.0	46.2	30.4	56.6	36.6	66.8	47.5	84.8
18.2	36.6	24.2	46.5	30.6	57.0	36.8	67.1	48.0	85.6
18.4	37.0	24.8	47.5	30.8	57.3	37.0	67.4	48.5	86.5
18.6	37.3	25.0	47.9	31.0	57.6	37.2	67.7	49.0	87.3
18.8	37.7	25.2	48.2	31.2	57.9	37.4	68.0	49.5	88.1
19.0	38.0	25.4	48.5	31.4	58.2	37.6	68.4		
19.2	38.3	25.6	48.8	31.6	58.6	37.8	68.7		
19.4	38.7	25.8	49.2	31.8	58.9	38.4	69.6		
19.6	39.0	26.0	49.5	32.0	59.2	38.6	70.0		

improvements. Peak flows shall be obtained by using diminishing conversion factors shown in Table 5.1 - Sanitary Sewer Conversion Graph.

505.02 Wye Branches shall be installed during the construction of collection sanitary sewers. If the sanitary sewer is located in a street, service extensions shall be made to within one foot of the right-of-way lines. Where the sanitary sewer is more than twelve feet deep, risers shall be included as part of the construction work. Such risers shall be brought to a point not less than ten feet below the ground.

505.03 Standard manholes shall be constructed at ends of all main sewers, at intersections of two or more sewers, at all changes in pipe size, grade, alignment, and at intervals not to exceed 400 feet. Manholes shall be precast concrete with construction conforming to ASTM C-478 and joints between sections conforming to ASTM C-443. Manholes shall be a minimum of 48 inches in diameter. Steps shall be provided and kept in line during assembly of precast sections. Where a manhole is too shallow to permit the use of a cone section, a precast flat slab top shall be used and conform to the requirements of ASTM C-478. Inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible water tight connection. The type connection specified shall be clearly noted in the specifications and on the detailed drawings. The invert of the lowest pipe entering a manhole shall be at least 3 inches above the top of the base slab so that the sewer flow channel may be installed and shaped. The flow channel through manholes should be made to conform in shape, slope and smoothness to maintain the same velocity as that in the sewers. Cut pipe shall not extend beyond the inside face of the manhole wall. Concrete placed inside the manhole to form the channel through the manhole shall not be placed between the pipe and the opening so as to interfere in any way with the flexibility of the joint. The flow channel through each manhole shall be made to conform in shape, slope, and smoothness to that of the sewer. Drop manholes shall be used when the invert of the inflow sewer is 2 feet or more above the manhole invert. When this difference in elevation is less than 2 feet, the manhole invert shall be filleted to prevent solids deposition. Due to the unequal earth pressures that would result from the backfilling operation in the vicinity of the manhole, the entire outside drop connection shall be encased in concrete. Drop manholes should be constructed with outside drop connection. Inside drop connections (when necessary) shall be secured to the interior wall of the manhole and provide access for cleaning. Where a drop in grade of more than two (2) feet is necessary, it shall be made by construction of a standard drop manhole. Manhole shall constructed to permit grade adjustments by use of cast-place or precast concrete adjusting collars not to exceed 12 inches in height.

505.04 Standard manhole frames and covers shall be cast iron with a minimum 24 inch opening, similar to Neenah R-1762-A2 or East Jordan Iron Works 1661-A2, heavy duty with self-sealing gaskets, concealed pickhole, and solid lid. In areas subject to flooding, bolt-down solid manhole covers shall be used. In streets and other paved areas, all manhole covers shall be adjusted flush with the final wearing surface. In other areas, the manhole casting should be adjusted so that the top is slightly above finished grade (2" to 4") to prevent the entrance of surface water.

505.05 Sanitary sewer service lines shall have a minimum internal diameter of six inches and be laid with a minimum fall of one fourth inch per linear foot, unless approved otherwise by the County. All joints and connections shall be gas-tight and water-tight.

505.06 A 4" x 4" wye pole shall be placed at the end of each service line installed from the service connection to a point to stick out above the ground at least three (3) feet.

505.07 A separate and independent building sewer service connection shall be provided for every building. Old or existing sanitary sewer connections may not be used in connection with new buildings, unless they can be examined and tested to meet all requirements of these Regulations. Such existing sanitary sewer connections shall be tested in a like manner as used for public sewers to determine water tightness and the cost of such testing shall be borne by the Owner.

505.08 All building sanitary sewers shall be designed to serve the building below the basement floor and shall not be laid parallel to or within three (3) feet of any bearing wall, cellar, basement, or cistern nor shall they have less than three feet of earth or stone cover.

505.09 The building sanitary sewer shall be laid at uniform grade in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings. Under no circumstance shall a 90° bend pipe fitting be installed on any public or private sanitary sewer line.

505.10 The developer or builder shall at the time that basement footers or foundation footers are constructed, install the building sanitary sewer into the foundation. Floor drains and waste pipe drains shall be stubbed off, within the house, at a height of three feet from the ground level, measured within the basement or foundation, and shall be sealed with a water-tight cap or seal to the satisfaction, and shall be sealed with a water-tight cap or seal to the satisfaction of the County. No developer or builder, or any agent thereof, shall remove the cap or seal, or permit the entry of water or any liquid into the sanitary sewer prior to the completion of the building plumbing lines. If the County determined that a sanitary sewer opening has not been capped or sealed or that the cap or seal had been removed or that water, liquids or other extraneous material has entered the sanitary sewer, the holder of the permit shall be liable for a violation of this section and shall forfeit the sanitary sewer deposit.

505.11 In all buildings in which any building drain is too low to permit gravity flow to the public sanitary sewer, sanitary sewage carried to such drain shall be lifted by approved artificial means and discharged to the building sanitary sewer.

505.12 All excavations required for the installation of a building sanitary sewer shall be open trench work unless otherwise approved by the County. Where the base of the trench is uneven or stony, a bedding of sand and/or gravel shall be used. No backfill shall be placed until the work has been inspected by an authorized representative of the County.

505.13 All vents shall be constructed so as to prevent foreign objects from being introduced into the sanitary sewers. In order to protect the County's sanitary sewer system, the plumbing for all buildings to be connected to the system shall be installed in accordance with the minimum requirements of the Plumbing Code, and any applicable standards established by the State of Ohio. This requirement is primarily intended to apply to new building construction; however, the Director may require corrective work on the plumbing systems of any existing building where serious violations of accepted good practices in plumbing are observed. Such corrective action shall be completed prior to connection of the building sanitary sewer from the affected structure to the County sanitary sewer system.

505.14 A means for rodding or examination of the building sanitary sewer, such as cleanouts, shall be provided immediately inside or outside of the point of entry to the building or if in the judgement of the Director other access is available, the same may be acceptable.

505.15 No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sanitary sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

505.16 Where the building sanitary sewer will cross unstable soil or close to a tree where roots may enter the joints, extra heavy ductile iron pipe may be required. Ductile iron pipe shall be required when the building sanitary sewer is within ten feet of a water service line, well, spring, cistern or other sources of water supply.

505.17 The permit holder will be required to repair or restore any drains or service lines damaged or disturbed by the owner during the construction of the building water line or sanitary sewer.

506 - Waterline Design:

506.01 All waterlines and appurtenances shall be designed in accordance with the applicable standards of the American Water Works Association.

506.02 Waterlines shall be designed using a "C" factor of 140 or less. The minimum size new waterline with one fire hydrant shall be six inches. The number of hydrants allowed and their locations will be approved by BCSSD on a case by case basis. All new waterlines shall be no less than two inches. All waterlines shall have a minimum cover of four feet. The minimum water service line to any customer shall be 3/4 inch except where the calculated pressure is less than 50 psi. In that event, the minimum acceptable water service line size shall be 1 inch. Every new dwelling or building must have a separate service line and water meter.

506.03 The maximum head loss permitted at the design velocity shall be five feet per thousand feet of pipe.

506.04 A maximum of eight (8) water services can be made on a 2 inch water mainline if approved by BCSSD.

506.05 All water mains, including those not designed for fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. The system shall be designed to maintain a minimum pressure of 20 psi (140 kPa) at ground level at all points in the distribution system under all flow conditions. The normal working pressure in the distribution system should be approximately 60 to 80 psi (410 - 550 kPa) but not less than 35 psi (240 kPa). Buildings with expected pressures greater than 80 psi should provide their own pressure regulating valve to allow the pressure to be set to the 60 to 80 psi range.

506.06 Fire hydrants shall be spaced on new waterline construction projects so that any point of an inhabited building can be reached by less than 300 feet of fire hose from the first hydrant and 500 feet of hose from the second hydrant. Generally, hydrant spacing may range from 350 to 500 feet depending on the area being served. All fire hydrants shall conform to the Belmont County Standard Drawings. Water mains not designed to carry fire-flows shall not have hydrants connected to them.

506.07 The minimum size water main in the distribution system where fire protection is not provided should be a four (4) inches in diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future use, and will be considered only in special circumstances.

506.08 Dead-Ends

A. In order to provide increased reliability of service and reduce head loss, dead ends shall be minimized by making appropriate tie-ins whenever practical as directed by the County.

B. Where dead-end mains occur, they shall be provided with a fire hydrant if flow and pressure are sufficient, or with an approved flushing hydrant if fire hydrant pressures are not sufficient. Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. No flushing device shall be directly connected to any sanitary sewer.

506.09 Sufficient valves shall be provided on water mains so that inconvenience and sanitary hazards will be minimized during repairs. Valves should be located at not more than 500 foot intervals in commercial districts and at not more than one block or 1000 foot intervals in other districts. Where systems serve widely scattered customers and where future development maybe expected, the valve spacing should not exceed 1,500 feet.

507 Through 598 - Reserved:

599 - Penalty:

Whoever violates any provision of this Chapter or County directives pursuant to this Chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

Chapter VI - Water and Sanitary Sewer Construction Procedures

601 - Purpose:

This Chapter establishes the procedures to be followed during the construction of water, and sanitary sewer systems in Belmont County, both public and private systems.

602 - Governing Regulations:

Where there appears to be, or there is in fact, a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

603 - Definitions:

The definitions of **Chapter I - General Provisions** shall be used in this chapter unless the context of any section of this Chapter specifically indicates that such definitions are not applicable.

604 - Procedures:

All portions of water or sanitary sewer systems in the Belmont County Sewer District, whether public or private, shall be designed and constructed in accordance with the requirements of Belmont County in force on the date of the beginning of construction as such requirements are stipulated in the following:

- 604.01 Belmont County Water and Sewer Regulations.
- 604.02 Belmont County Construction and Material Specifications.
- 604.03 Belmont County Standard Drawings.
- 604.04 Construction Drawings approved by the appropriate County officials.
- 604.05 Ohio Environmental Protection Agency (OEPA) Requirements.

605 - Plan Approval:

Prior to any construction beginning on any public or private water or sanitary sewer system in the County, construction drawings shall be approved by BCSSD and the Ohio EPA (when required) and must be prepared in accordance with these Regulations, the Construction and Material Specifications, Standard Drawings, and Ohio EPA requirements. Failure to obtain the approval of BCSSD and Ohio EPA prior to beginning construction shall cause the construction so performed to be rejected by the County.

606 - Inspection:

606.01 Private and County Owned Systems: The Construction of all water and sanitary sewer systems in the Belmont County Sanitary Sewer District, including those that are, may or will be owned or operated by Belmont County, shall be inspected as described in, Chapter VI- Water and Sanitary Sewer Construction Procedures, the Belmont County Construction and Material Specifications, and in Sections 6103 and 6117 of the Ohio Revised Code, as applicable. All fees for inspection shall be paid by the entity, developer or owner of the development in accordance with the Belmont County Sanitary Sewer District Fee Summary and Sections 6103 and 6117 of the Ohio Revised Code.

606.02 Connection to County Systems: The construction of all connections to systems in the Belmont County Sanitary Sewer District, including those that are, may or will be owned or operated by Belmont County shall be inspected as described in Section 414 of these Regulations. All fees for inspection shall be paid by the entity, developer or owner of the development in accordance with the Belmont County Sanitary Sewer District Policy and Sections 6103 and 6117 of the Ohio Revised Code. The County reserves the right to use any commonly used standard method of testing to determine the suitability of materials proposed for incorporation into the Work or to determine acceptance of construction methods or finished construction.

607 - Plan Review And Inspection Fees:

Prior to submitting construction drawings for review, a plan review fee shall be deposited with the County. Prior to beginning any construction, an inspection fee shall be deposited to cover the cost of the inspection described in Section 606.01. The fees shall be paid by depositing an amount estimated to be sufficient to cover the cost to the County of plan review, administration, inspection, testing, recording the construction on County records, and costs incidental thereto. The fee for all construction shall be based on a detailed estimate of construction costs as approved by the County and be paid as follows:

- 607.01 Plan Review Fee - An initial deposit of one percent (1%) of the estimated cost of construction submitted to BCSSD as determined by a registered professional engineer, but not less than six hundred dollars (\$600.00).
- 607.02 Inspection Fee - An initial deposit of five percent (5%) of the estimated cost of construction submitted to BCSSD as determined by a registered professional engineer.
- 607.03 Plan Review and Inspection Fee for 2- inch and 4-inch Residential Water Line Extensions. A flat fee shown in the Fee Schedule shall be charged for a plan review and inspection of a 2 inch and 4-inch residential water line extensions.
- 607.04 Additional deposits shall be required as needed to cover all costs of inspections, reviews, testing, and other incidental costs to the County.
- 607.05 Upon final acceptance of the construction by the County and receipt by the County of a written request from the person making the deposits, the County shall refund any unused portion of the deposits. All funds not so requested within one year of the County's acceptance of the construction shall be placed in the County Water Fund or Sewer Fund as appropriate to be used at the safe discretion of the County.

608 - Notification of the County:

- 608.01 The County shall be notified three (3) working days prior to when construction work is scheduled to begin. Throughout the duration of construction, the County 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 additional notice.
- 608.02 Upon receipt of the initial notice of when construction is to begin, the County shall determine what remains to be done before construction starts and notify the developer of the items remaining or give permission to begin construction. No construction shall begin without approval of the County.

609 - Official Notices:

All official notices to be sent to the County shall be sent to the Belmont County Sanitary Sewer District with copies to the County Commissioners Office. The County will send all notices to the last known address of the developer or owner who initially contacted the County concerning the proposed construction, unless notified in writing to do otherwise.

610 - Obligations of the Owner, Construction Guarantees, Violations or Provisions:

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

- 610.01 The Owner shall hold the County and its employees and agents free and harmless from any and all claims which might originate by virtue of the development of the subject land or the conduct of the Owner, its agents or employees relative to said development including, but not limited to, any and all claims for damages 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 own cost and expense, any suit or action brought against the County or its employees or agents by reason thereof excluding, however, any such liability that might result from the sole negligence of the County or its employees or agents. The Owner acknowledges that Owner and its agents or employees are knowledgeable developers who will utilize said knowledge and skill in developing the subject land and though conforming to County requirements, Owner is relying solely on his expertise or the expertise of his agent in developing the subject premises; and the Owner is not relying on any skill or expertise of the County, its agents or employees in preparing the developed area in accordance with sound engineering and development practices.
- 610.02 Upon filing of the plat or easements for the improvements, the construction of these improvements shall be guaranteed by filing with the County, evidence satisfactory to the County, 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 County to complete the project upon default by the Owner, without time limit;
 - B. A Certified Check equal to one hundred percent (100%) of the estimated construction cost of the improvements;
 - C. Subject to the approval of the County, a Certificate of Deposit or an irrevocable Letter of Credit made out to the County, equal to one hundred percent (100%) of the estimated construction cost of the improvements.All security shall be in favor of Belmont County who shall have sole control of disbursement. Provisions shall be made in the case of a bond, certified check, Certificate of Deposit, or Letter of Credit whereby the Owner, his heirs, successors, or agents shall complete and comply with all applicable terms, conditions, provisions, and requirements of these regulations.
- 610.03 If the guarantee of installing the required improvements of a plat has been made in the form of a bond, certified check, or other guarantee, the time limit for the completion of said improvements shall be two (2) years, said time period may be extended by the County when conditions warrant. At the termination of the aforementioned period, the County may use as much of the bond, check, or other guarantee, as is necessary to complete the improvements.
- 610.04 All permits and approvals shall be obtained and all fees and deposits paid at the time of permit issuance.

610.05 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 within twenty-four (24) hours after being notified by the County that such removal is required. Such removal shall be done to the satisfaction of the County.

610.06 In addition to the required security, the County may require a restoration bond. Said bond shall be to insure repair of any damage done to existing curbs, gutters, water lines, sanitary sewer lines, sidewalks, driveways, street pavements, landscaping, or other items within the right-of-way, and damages as a result of a poorly executed erosion and sedimentation control plan. The amount of said bond shall be as determined by the Director based on his estimate of potential damage. Restoration bonds shall be released when all damaged facilities, if any, have been restored to the satisfaction of the Director.

610.07 A Development Agreement shall be executed in such form on such terms and conditions as specified by the County. A sample Development Agreement is provided as Exhibit A to these Regulations.

611 - Conditional Acceptance

Upon substantial completion of the construction as shown on the drawings, the County may conditionally accept the developed portion of the development constructed by the Owner or Developer. This acceptance is conditioned upon:

611.01 The completion of all construction in accordance with these Regulations and the Belmont County Material and Construction Specifications;

611.02 The posting of a maintenance guarantee;

611.03 The submission of two (2) sets of "as built" drawings and computer disks of "as-built" drawings in AutoCADD format, annotated to reflect the "as-constructed".

611.04 All major components of the development being completed to the extent that does not present undue health or safety hazards to the current or potential users of the County System; and

611.05 A guarantee being made in writing that is satisfactory to the County for the completion of the unfinished work. This guarantee is in addition to the maintenance guarantee as outlined in **Section 612 - Maintenance Guarantee for Improvement**.

612 - Maintenance Guarantee for Improvements:

612.01 The construction shall include all facilities needed to connect to the sanitary and/or water systems. The materials and/or equipment used during the construction shall conform to the applicable ASTM specifications as directed by the County.

612.02 The Owner shall guarantee all improvements to the County System for a period of at least one year from the date such improvements are conditionally accepted by the County. This guarantee shall include any and all defects and deficiencies in workmanship and materials. The Owner shall be responsible for the cost of all labor, materials, equipment and other incidentals required to maintain, repair and replace any or all of such improvements and to maintain them in good and proper condition, excluding ordinary wear and tear, but including filling trenches and restoring lawns, sidewalks, yards, streets, sanitary sewers, water lines, pipelines, etc., during the one year guarantee period. In the event the Owner fails to make such maintenance, repairs or replacements within a reasonable time after notice in writing by the County or in the event of an emergency which may endanger life or property, the County may make or cause to be made, such repairs or replacements at the expense of such Owner. In order to indemnify the County for the expense of any such repairs or replacements made by or at the direction of the County, a guarantee shall be made by filing with the County, evidence satisfactory to the County, one of the following in an amount equal to five (5) percent of the cost of the improvements:

A. A Maintenance Bond;

B. A Certified Check; or

C. A Certificate of Deposit or an irrevocable Letter of Credit made out to the County.

612.03 The Owner shall request in writing a release of the maintenance guarantee upon completion of at least the one year maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to the Project have been paid in full.

612.04 The Maintenance Guarantee will be released upon final acceptance of the improvements by the County no sooner than one year from the date of Conditional Acceptance.

613 - Final Acceptance: Final acceptance shall be given after all the improvements in the development have been satisfactorily maintained, all defects or deficiencies have been corrected and all expenses incurred by the County pursuant to the development have been paid in full.

614 Through 698 - Reserved:

699 - Penalty:

Whoever violates any provision of this Chapter or County directive pursuant to this Chapter shall be subject to:

699.01 The remedies of **Section 199 - Penalty** of these Regulations.

699.02 The County stopping all work in the development forthwith upon the County having posted a notice to stop work at the site of the improvements.

699.03 The County continuing any unfinished work or replacing any unaccepted work to a point that the improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:

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

B. Using the certified check, or proceeds thereof, or proceeds of the Certificate of Deposit or the Letter of Credit.

699.04 The County not accepting the improvements.

699.05 The County refusing to provide water and/or sanitary sewer services which requires the use of the improvements which are found to violate this Chapter.

699.06 The County taking the necessary actions to eliminate apparent or actual safety or health hazards when notification of the Owner does not cause a timely and satisfactory response or immediate action is required. The cost of using County labor, material or equipment shall be a cost to the Owner to be paid within thirty (30) days after being billed.

Chapter VII - Contractor's License, Contractor's Insurance and Indemnification

701 - Purpose:

To regulate the installation of the water and sanitary sewer service lines and their connection into the County water and sanitary sewer systems.

702 - Governing Regulations:

Where there appears to be, or there is in fact, a conflict between this chapter and **Chapter I - General Provisions**, the chapter providing the more stringent requirement, standard, or procedure shall govern.

703 - Definitions:

The definitions of **Chapter I - General Provisions** shall be used in this chapter unless the context of any section of this chapter specifically indicates that such definitions are not applicable.

704 - License Required:

Any person, business or corporation which desires to install, maintain or repair water or sanitary sewer service lines or make connections to the County water or sanitary sewer system must be first licensed by the County. 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 County in the event that the identity of any such representative is changed.

705 - Criteria for Granting License:

The license shall be given to any person, business or corporation who has completed an application form provided by the County, paid all required application and license fees, and has submitted experience and qualification information from which it can be concluded that the applicant is qualified to perform the work in accordance with these Regulations. The following information shall be submitted as part of the application: a listing of similar projects completed during the previous 5-year period, references for completed projects, brief summaries of

staff qualifications and experience and a listing of equipment owned by the contractor. The final licensing decision will be made by the BCSSD. The BCSSD reserves the right to deny a license based on: a lack of experience on similar projects, unsatisfactory references or work history, insufficient staff qualifications, or a lack of equipment to complete the desired work. A license will also be denied if the required insurance certificates and bonding cannot be provided by the Contractor.

Any Contractor wishing to obtain permission to make connections or attachments to the service pipes of the water and sanitary sewer works, shall before receiving a license permit to do so, state his willingness, and agree to be governed by all and singular, the rules and regulations of said County as adopted and passed by the County Commissioners, and be subject to all rules, penalties and condition heretofore or that maybe thereafter adopted for the government of the County.

Further, in order to obtain a license, Contractors must first comply with the requirements of **Section 706 - Contractor's Insurance** of these Regulations. Homeowner's desiring to install water or sanitary sewer service lines at their own principal place of residence shall be exempt from **Section 706 - Contractor's Insurance**.

706 - Contractor's Insurance:

The Contractor shall present to the County at the time of applying for a license a certificate of insurance as required herein and a license shall not be issued until said certification has been received by the County. 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. Such certificate must be accompanied by a statement that at least ten (10) days prior notice shall be furnished to the County if the policies of insurance referenced in the certificates are to be terminated or changed in any way while Contractor's license is in effect.

706.01 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 County in compliance with Ohio law.

706.02 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 County whether such operations be by himself 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. 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);
 - B. Claims for property damage and personal injury arising from excavation or tunneling operations;
 - C. Claims for property damage and personal injury arising from operations directly or indirectly incident to moving, shoring, underpinning, scaffolding, hoisting, razing, blasting or demolition of any building or structure;
 - D. Claims for property damage to any property below, on or above the surface of the ground, and off-site property;
 - E. Claims for property damage or personal injury arising from operations directly or indirectly incident to welding, cutting, sandblasting, grinding, use of other abrasive materials, or painting, however caused;
 - F. Claims for property damage or personal injury arising from operations directly or indirectly incident to blasting or explosions, however caused;
 - G. Claims for damage to other utilities;
 - H. Claims arising from the liability assumed by the Contractor under this Contract including third party beneficiary liability coverage.
- The limits of liability of the insurance required herein shall not be less than One Million Dollars (\$1,000,000) inclusive for each person, each occurrence for bodily injury and each occurrence for property damage.

706.03 Owner's Protective Liability Insurance: The Contractor agrees to provide an Owner's Protective Liability Insurance policy naming the County as insured, and covering the conditions outlined in 706.02, and with the same limits of liability described therein. In lieu of this requirement, the Contractor shall name the Owner and the County as insured in his Comprehensive, General and Automotive Liability policy, or Umbrella Excess Liability Insurance with the same limits of liability described in 706.02.

706.04 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 100 percent (100%) completed value basis on the insurable portion of the Project. The County shall be named Insured thereof.

706.05 Accident Prevention: Further, as consideration for obtaining a license, Contractor warrants and agrees 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 of 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 herein, whether in storage on or off the site, and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- D. All persons falling into, climbing upon, or entering any of the excavations, equipment, or work areas, where the contractor has not taken special care during the entire duration of the work.

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

706.06 Indemnity Provision: Further, as consideration for obtaining a license, Contractor warrants and agrees that he shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, costs and expenses, including attorney fees, arising out of, or resulting from performance of any work performed by the Contractor, Subcontractor, or any agent, assign or employee of the Contractor or Subcontractor, provided that any such claim, damage, loss or expense;

- A. Is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and/or
- B. Is caused wholly 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 the Contractor or Subcontractor, regardless of whether or not the loss is caused by the County.

Further, as consideration for obtaining a license, Contractor warrants and agrees that he is skilled and experienced in the use and interpretation of the County rules, regulations and requirements, has carefully reviewed the County rules, regulations and requirements for the work covered by the license issued by the County and has found them to be free of ambiguities and sufficient for the purpose of completing the work. Further, he has carefully examined the work site, and from his own observations, has satisfied himself 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. Additionally, the Contractor has based his undertaking of work solely on the County requirements and these observations and has not solely relied in any way on other explanation or interpretation, oral or written, from any other source. Further, Contractor agrees to complete the work in accordance with the County requirements in a good and workmanlike manner.

707 - License Renewal:

Each license is for a period of no more than one calendar year. The annual renewal of said licenses is required for any licensee to continue to perform licensed activities within the County and shall be requested by furnishing a renewal application and appropriate fees by the end of the calendar year.

708 - Non-Renewal, Revocation of License:

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

- 708.01 Failure to submit the renewal application and appropriate fees;
- 708.02 Failure to adhere to the requirements of these Regulations and the County Construction and Material Specifications;
- 708.03 Failure to follow the lawful directives and instructions of the Director or his authorized representatives,
- 708.04 Any work or service performed by licensee that is or has been unacceptable to the County;
- 708.05 Failure to correct deficiencies, or unauthorized or unaccepted work;
- 708.06 Failure to obtain the required permits;
- 708.07 Having outstanding violations of these Regulations;

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- 708.08 Continuing work after receipt of notice of stop work order;
708.09 Beginning work without notifying the County;
708.10 Continuing work that could endanger the County's systems or the health, safety or welfare of the users of the County's systems and the general public, and
708.11 Any other good cause in the judgement of the Director.

709 - 798 Reserved:

799 - Penalty:

Whoever violates any provision of this Chapter or County directives pursuant to this Chapter shall be subject to the remedies of **Section 199 - Penalty** of these Regulations.

EXHIBIT A
Sample Development Agreement for Water and/or Sanitary Sewer Services
DEVELOPMENT AGREEMENT
FOR WATER AND/OR
SANITARY SEWER
SERVICES

This Agreement entered into at St. Clairsville, Ohio this _____ day of _____, 20____, by and between (hereinafter called the "Developer") and the Board of Commissioners of Belmont County, Ohio (hereinafter called the "County").

Witnesseth:

WHEREAS, The Developer is the owner and wishes to develop approximately _____ acres of land in the Township of _____, County of Belmont and State of Ohio known as _____ (hereinafter called the "Project"), and
WHEREAS, an exact description of these lands is attached hereto as "Exhibit A", and
WHEREAS, said lands is included in the Belmont County Sanitary Sewer District as established by the Board of County Commissioners, and
WHEREAS, the Developer desires to provide these lands with a sanitary sewer system and/or water distribution system to serve the development proposed, and
WHEREAS, the County has determined that there is and will be sufficient capacity in the existing sanitary sewers of the District in which the proposed sanitary sewer system will be tributary, and
WHEREAS, the County has determined that there is and will be sufficient capacity in the existing water system of the District in which the proposed water distribution system will be tributary, and
WHEREAS, the "Belmont County Water and Sewer Regulations", the "Belmont County Construction and Material Specifications" and the "Belmont County Subdivision Regulations" in force on the date of this agreement (hereinafter called the "County Regulations") state the requirements for developing within the County.

NOW, THEREFORE, the Developer and the County, in consideration of the mutual covenants set forth herein, agree as follows:

I. DEVELOPER RESPONSIBILITIES: The Developer agrees to:

- 1.1 Develop or cause the development of the Project in accordance with the County Regulations and the construction drawings approved by the County.
- 1.2 Unless specifically stated otherwise, be responsible for the entire cost associated with developing the Project, including providing the real estate, engineering, construction, fees and deposits, including but not limited to the costs of reviewing preliminary drawings, detailed drawings and specifications and Ohio EPA and other agency approvals as required.
- 1.3 Provide the County with construction drawings, specifications and supporting data describing the improvements contained in the Project. The improvements to be provided shall include:
 - a. Roads and parking areas, graded full width and paved including drainage structures and other improvements all as shown on the County Standard Drawings and required for this project;
 - b. Water and sanitary sewer utilities, both on-site and off-site to serve the project.
 - c. Monuments, stakes and all survey control required.
 - d. All other improvements required and shown on the construction drawings as approved by the County.
- 1.4 Have preliminary drawings for water and/or sewer services to the hereinbefore described lands prepared by a Registered Professional Engineer, licensed to practice in the State of Ohio and submit three (3) copies to the Director, Belmont County Sanitary Sewer District for review and approval. The preliminary drawing contents shall conform to the design criteria of the District. Written notice of approval or disapproval shall be made within sixty (60) calendar days from the date of submission.
- 1.5 After the approval of the preliminary drawings, submit for review and approval three (3) copies of detailed drawings and design calculations, prepared by a Registered Professional Engineer licensed to practice in the State of Ohio, showing all structures at, above or below the surface of the ground, for the distribution of water or the conveyance of wastewater from said lands, including appurtenances thereto: including specifications and shop drawings of materials and workmanship, and estimates of cost therefore. The detailed drawing contents shall conform to the design criteria of the District. The specifications and shop drawings shall show in complete detail all structures, piping, equipment, pump performance curves, etc., to be constructed and furnished. The Director will give written approval or disapproval, in a space provided therefore on the drawings in the case of approval, or by written notice in the case of disapproval, within sixty (60) calendar days following the submission of the detailed drawings, specifications and estimates of cost to the District and the Ohio E.P.A.
- 1.6 Await the County's approval of the construction drawings and specifications before beginning any construction work.
- 1.7 Furnish to the County satisfactory easements or rights-of-way for maintaining and operating the water and wastewater systems and appurtenances therein, above, below, or at the surface of the ground wherever the facilities are constructed within other than dedicated road rights-of-way. Said easements shall give to the County, the Commissioners, and the Director egress and ingress for the purpose of constructing, operating, maintaining, exhuming, repairing, backfilling, removing, and replacing water lines and sanitary sewers, and any and all appurtenances thereto in perpetuity. Easements are to be obtained at the expense of the developer.
- 1.8 Guarantee that the labor, material and equipment used to develop the Project shall be constructed fully and completely in accordance with the approved drawings and specifications and shall meet the County requirements by providing either:
 - a. A certified check in the amount of one hundred percent (100%) of the construction cost of the public improvements; or
 - b. A performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the public improvements; or
 - c. An irrevocable bank letter of credit payable to the County equal to one hundred percent (100%) of the estimated construction cost of the public improvements; or
 - d. Subject to the approval of the County of Belmont, a certification to the County by the institution, person or corporation financing the construction of the public improvements stipulating that the funds in the amount of the estimated construction cost are available and set aside from all other funds solely for the purpose of financing the construction of the public improvements; that these funds will not be released to the Developer or used for any purpose unless a release is signed by the County; and that such release by the County only certifies that as best the County can determine, the construction was satisfactorily completed and such release does not relieve the Developer of the responsibility to meet the requirements of the County Regulations or the County maintenance guarantee requirements.
- 1.9 Before construction begins, deposit with the County an amount equal to five percent (5%) of the estimated construction cost to cover the cost of inspection of the work herein set forth. The inspection shall be full time while the work is in progress and shall be done on behalf of the County. Said inspection shall be charged to the Developer at the actual cost thereof including direct and indirect costs, overhead and supervision by the Director or his representatives.
If it becomes apparent that the amount deposited will be insufficient to meet the costs of inspection, the Developer shall make additional deposits in the amount of dollars as determined by the Director within five (5) days of the receipt of a written notice that such deposits are necessary. Should the amount deposited be in excess of the amount required for adequate inspection, the County will release all excess money, without interest, upon conditional acceptance. Should receipt of such additional deposits not be received, construction shall be stopped until such time as monies are received. The Developer shall provide his Design Engineer during construction to stake out the Project and, as required, to answer questions and/or resolve any problems that may arise during construction. The Developer shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and

specifications and shall have authority to execute the plans, specifications and any alterations required by the County. The representative shall be replaced by the Developer, when in the opinion of the County, his performance is deemed inadequate.

1.10 Prior to beginning construction, require any person or firm performing work under this agreement, including the Developer, to provide the County with Certificates of Insurance for both Comprehensive General and Automobile Liability Insurance (covering use of owned, non-owned or hired vehicles) with limits of \$1,000,000 per occurrence each. Such liability insurance shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this contract and providing that such insurance is primary to any liability insurance carried by the County. The Certificates of insurance shall note any liability exclusions or deductibles. Insurance shall be endorsed so that it cannot be changed or cancelled in less than thirty (30) days after notice to the County. Insurance policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

1.11 Require any person or firm performing work under this agreement to furnish a copy of his/her current Workman's Compensation Certificate to the County.

1.12 Require any person or firm performing work under this agreement, to indemnify and hold harmless the County and all of its officials, agents, and employees from all claims, suits and actions, and against loss or expense including attorney fees, by reason of any liability imposed by law upon the County, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to person or damage to property are due or claim to be due to any passive negligence of the County, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the County, the Developer expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Developer, persons or firms performing work under this agreement shall (at the option of the County) defend the County with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

1.13 Give the County at least three days notice prior to beginning any construction work and keep the County advised of the work schedule throughout the development of the Project.

1.14 Construct or cause to be constructed at his own cost, water and sewer lines of sufficient size to serve the lands shown on "Exhibit A" and to warrant the water and sewer lines to operate efficiently for one (1) year after conditional acceptance. The cost of construction shall include all engineering fees, survey costs, right-of-way or easement costs, testing costs, and inspection costs herein provided.

1.15 Cause the work described in the approved construction drawings, specifications and supporting data, as required herein, to be completed within one year of the approval of the construction plans, unless approved otherwise by the County.

1.16 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 within the development, within twenty-four (24) hours after being notified by the County that such work is required. Such removal shall be done to the satisfaction of the County.

1.17 Prior to conditional acceptance of the Project by the County, guarantee all labor, material and equipment incorporated in the improvements that will become public against defects and deficiencies, for at least one year, by providing either:

- a. A maintenance bond equal to twenty five percent (25%) of the construction cost for the public improvements; or
- b. A certification to the County by a financial institution or corporation acceptable to the County that funds equal to twenty five percent (25%) of the estimated construction cost for public improvements have been set aside in an escrow account; that these funds cannot be released without a release by the County; that the institution or corporation holding the funds shall release to the County any or all of the funds so escrowed for the purpose enumerated herein; and that the escrow account will not be closed out without the approval of the County with the final acceptance of the public improvements by the County constituting release of the escrow account lacking any formal release by the County; or
- c. A bank irrevocable letter of credit payable to the County equal to twenty five percent (25%) of the construction cost of the public improvements.

The Developer shall be responsible for all defective materials and/or workmanship. All warranties for equipment installed as part of the public improvements shall be assigned to the County upon conditional acceptance.

1.18 Within thirty (30) days following completion of construction and prior to final acceptance of the Project by the County, provide the County with original signed construction drawings, with two sets of record drawings, annotated to reflect the as-constructed conditions, and a computer disk in AutoCADD format (DWG files or DXF files) of all as-constructed improvements.

1.19 Require his/her Engineer to certify that the completion of the work herein provided is in accordance with detailed drawings and specifications approved as hereinbefore provided, and certify any deviations from said detailed drawings and specifications, promptly following the completion of the work.

1.20 Upon completion of the work, the Improvement will become the property of the County, without cost, and will become part of the water distribution system and sanitary sewer system of the Belmont County Sanitary Sewer District.

1.21 Within thirty (30) days of the completion of construction, present to the County an itemized statement showing the total cost of the work and an affidavit that all labor and material costs were paid or a statement indemnifying and saving harmless the County for any claims or monies due for labor or materials arising from said construction.

1.22 Secure connection permits for building connections from the Belmont County Sanitary Sewer District. The connection fee and any other unpaid connection charges shall be paid at that time. Building connections shall be constructed by a competent utility contractor approved by the Director.

1.23 Provide a written request for the maintenance guarantee release upon completion of at least one year maintenance period during which the public improvements are maintained in a satisfactory condition and all expenses incurred by the County pursuant to the Project have been paid in full.

II. COUNTY RESPONSIBILITIES: The County agrees to:

2.1 Inspect the construction and operation of the facilities hereunder provided, under the direction of the Director.

2.2 To pass a resolution of conditional acceptance of the work herein described upon certification by the Director that the work has been completed to the County's satisfaction, and in accordance with the detailed drawings and specifications. Final acceptance of the project will be established as one (1) year after the date of conditional acceptance. Upon passage of final acceptance, the Maintenance Guarantee provided by Paragraph 1.17 shall be released.

2.3 To collect water and sewer service connection fees and charges from each user whose premises is connected with the water and sewer systems in accordance with the Resolutions adopting the rates to be charged for such services in the Belmont County Sanitary Sewer District.

III. GENERAL TERMS:

3.1 When there appears to be, or there is in fact, a conflict between this Agreement and the County Regulations, the County Regulations shall govern.

3.2 No conveyance shall be made of any lot or parcel smaller in frontage or area than indicated on the plat except for the purpose of increasing the area of another lot.

3.3 By signing this Agreement, the Developer acknowledges possession of copies of the:

- a. Belmont County Water and Sewage Regulations,
- b. Belmont County Subdivision Regulations, and the
- c. Belmont County Construction and Material Specifications,

and that the requirements described in these County Rules and Regulations will be followed during the development, acceptance and maintenance period for this Project. The Developer shall conform to all rules, regulations and procedures established by the County including those requirements regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

3.4 Upon violation of, or failure to comply with, any of the terms and stipulations of this Agreement by the Developer, the County may take any of the following actions:

- a. Stop all work on the Project forthwith;
- b. Continue any unfinished work or replace any unaccepted work to a point that any public improvements do not appear to create a health or safety hazard or create maintenance or repair expense to the County because of their state of completion by:
 1. Holding the bonding company responsible;

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- 2. Using the certified check, or proceeds thereof;
 - 3. Using the funds in the escrow account; or
 - 4. Drawing on the letter of credit.
- c. Take necessary action to eliminate apparent or actual safety or health hazards of an emergency nature when notification to the Developer does not cause a timely and satisfactory response or an immediate response is required. The cost of using County labor, material or equipment shall be a cost to the Developer to be paid thirty (30) days after being billed. Failure to pay may result in the County taking the actions provided herein.

3.5 This Agreement represents the entire and integrated agreement between the Developer and the County for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the Developer and the County.

3.6 The Developer and County each binds themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Developer nor the County shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Developer and the County.

3.7 Notices: Any notice required by this Agreement shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at the party's last address on file with the party sending the notice.

3.8 Legal Interpretation: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

IN CONSIDERATION WHEREOF, the County hereby grants the Developer the right and privilege to make the improvements stipulated herein and as shown on the approved plans.

IN WITNESS WHEREOF, the parties hereto have set their hands and have executed this agreement on the day and year first above written.

APPROVED:

BOARD OF COMMISSIONERS,

BELMONT COUNTY, OHIO

DEVELOPER: _____

WITNESS:

DATE: _____

APPROVED AS TO CONTENT:

DIRECTOR, BELMONT COUNTY
SANITARY SEWER DISTRICT

APPROVED AS TO FORM:

BELMONT COUNTY
PROSECUTING ATTORNEY

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM WATERWORKS NO. 1 WATERWORKS NO. 2, WATERWORKS NO. 3 TO NEW FUNDS IN THE CONSOLIDATED BELMONT COUNTY WATER DISTRICT AND AUTHORIZING THE TRANSFER OF FUNDS FROM BELMONT COUNTY SANITARY SEWER DISTRICT NO. 1, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3A, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3B, BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3C INTO THE CONSOLIDATED BELMONT COUNTY SANITARY SEWER DISTRICT

WHEREAS, pursuant to Sections 5705.15 and 5705.16 of the Ohio Revised Code, the Board of County Commissioners of Belmont County, Ohio, desires to transfer certain funds enumerated below into the corresponding fund of the one consolidated sewer and water district recently created:

Water Revenue Funds

- P03 WWS #2 in the amount of \$344,860.11 to Waterworks P05
- P05 WWS #3 in the amount of \$1,785,876.26 to Waterworks P05

Water Capital Improvement Funds

- N16 WWS#2 Capital Improvement in the amount of \$273,111.46 to WWS Capital Improvement N22
- N22 WWS#3 Capital Improvement in the amount of \$439,705.58 to WWS Capital Improvement N22

Water Bond/Note Funds

Account designated as O11 Mt. Victory Bond Retirement Account in the amount of \$65, 662.44 transferred to an account by the same name in the newly formed district.

Account designated as O51 Phase II Refunding 1997 Bond Retirement Account in the amount of \$119,990.85 transferred to an account by the same name in the newly formed district.

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Account designated as O52 Phase I Refunding 1992 Bond Retirement Account in the amount of \$49,395.38 transferred to an account by the same name in the newly formed district.

Sewer Revenue Funds

P51 SSD #1 in the amount of \$94,076.03 to Sanitary Sewer District P53
P53 SSD #2 in the amount of \$396,266.38 to Sanitary Sewer District P53
P55 SSD #3A Pennwood in the amount of \$21,525.36 to Sanitary Sewer District P53
P56 SSD #3B Deep Run in the amount of \$55,568.13 to Sanitary Sewer District P53
P57 SSD #3C Hunters Run in the amount of \$39,789.54 to Sanitary Sewer District P53

Sewer Capital Improvement & Misc. Funds

N14 SSD#2 Capital Improvement in the amount of \$58,689.58 to SSD Capital Improvement N14
N23 SSD#1 Capital Improvement in the amount of \$428,344.94 to SSD Capital Improvement N14

Sewer Bond/Note Funds

Account designated as O12 Neffs Bond Retirement Account in the amount of \$16,909.58 transferred to an account by the same name in the newly formed district.

Account designated as O53 SSD#2 (Fox-Shannon) Note Retirement Account in the amount of \$3,048.49 transferred to an account by the same name in the newly formed district.

WHEREAS, the Board of County Commissioners of Belmont County has by proper resolution consolidated all of the Belmont County Sanitary Sewer Districts into one consolidated sewer district and thereafter, consolidated all of the water districts into one consolidated water district; and

WHEREAS, the consolidation of these water and sewer districts requires that these separate funds be consolidated into corresponding funds in the consolidated districts.

NOW, THEREFORE; BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, as follows:

Section 1: That this Board authorizes the transfer of the following funds in order to provide for the continued water and sewer service for the consolidated water and sewer district:

Water Revenue Funds

P03 WWS #2 in the amount of \$344,860.11 to Waterworks P05
P05 WWS #3 in the amount of \$1,785,876.26 to Waterworks P05

Water Capital Improvement Funds

N16 WWS#2 Capital Improvement in the amount of \$273,111.46 to WWS Capital Improvement N22
N22 WWS#3 Capital Improvement in the amount of \$439,705.58 to WWS Capital Improvement N22

Water Bond/Note Funds

Account designated as O11 Mt. Victory Bond Retirement Account in the amount of \$65,662.44 transferred to an account by the same name in the newly formed district.

Account designated as O51 Phase II Refunding 1997 Bond Retirement Account in the amount of \$119,990.85 transferred to an account by the same name in the newly formed district.

Account designated as O52 Phase I Refunding 1992 Bond Retirement Account in the amount of \$49,395.38 transferred to an account by the same name in the newly formed district.

Sewer Revenue Funds

P51 SSD #1 in the amount of \$94,076.03 to Sanitary Sewer District P53
P53 SSD #2 in the amount of \$396,266.38 to Sanitary Sewer District P53
P55 SSD #3A Pennwood in the amount of \$21,525.36 to Sanitary Sewer District P53
P56 SSD #3B Deep Run in the amount of \$55,568.13 to Sanitary Sewer District P53
P57 SSD #3C Hunters Run in the amount of \$39,789.54 to Sanitary Sewer District P53

Sewer Capital Improvement & Misc. Funds

N14 SSD#2 Capital Improvement in the amount of \$58,689.58 to SSD Capital Improvement N14
N23 SSD#1 Capital Improvement in the amount of \$428,344.94 to SSD Capital Improvement N14

Sewer Bond/Note Funds

Account designated as O12 Neffs Bond Retirement Account in the amount of \$16,909.58 transferred to an account by the same name in the newly formed district.

Account designated as O53 SSD#2 (Fox-Shannon) Note Retirement Account in the amount of \$3,048.49 transferred to an account by the same name in the newly formed district.

Section 2: The Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners, and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Thomas moved the adoption of the foregoing resolution. It was seconded by Commissioner Dutton, and upon call of the roll the following vote resulted;

Mr. Thomas Yes Mr. Dutton Yes Mr. Meyer Yes

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF WATER AND SEWER SERVICE RATES AND CONNECTION FEES AND ESTABLISHING AN ANNUAL ADJUSTMENT OF RATES IN ACCORDANCE WITH ANNUAL CHANGES IN THE CONSUMER PRICE INDEX

WHEREAS, the Belmont County Sanitary Sewer District has consolidated all previous Sewer Districts into a single Sewer District and all previous Water Districts into a single Water District; and

WHEREAS, the Belmont County Board of Commissioners authorize the establishment of rates and fees charged for water and sewer service in the Belmont County Sanitary Sewer District; and

WHEREAS, it becomes necessary on occasion to adjust those rates and fees to keep pace with inflation and other increased costs for operation and maintenance of the water and sewer system; and

WHEREAS, additional increases in rates and fees are needed to pay for ongoing and proposed Capital Improvement Projects for the water and sewer system; and

WHEREAS, the Consumer Price Index has been used by other County utilities to make periodic adjustments to water and sewer rates and connection fees to offset increased costs;

NOW THEREFORE BE IT RESOLVED, that the cost of providing water and sewer service will be adjusted to the following rates effective July 1, 2017, January 1 2018, and January 1, 2019 as follows:

Sewer District:

June 7, 2017

2017 Minimum Bill: \$11.00 Rate per 1,000-gal. : \$5.55
2018 Minimum Bill: \$25.00 Rate per 1,000-gal. : \$5.75
2019 Minimum Bill: \$35.00 Rate per 1,000-gal. : \$6.00

The Minimum Bill has no allowance for sewer usage as part of the minimum bill.

Collection only customers whose sewage is treated by the Eastern Ohio Regional Water Authority shall be charged a flat monthly rate of \$3.50 as a maintenance fee for BCSSD's sewer lines.

Water District:

2017 Minimum Bill: \$ 8.00 Rate per 1,000-gal. : \$4.58
2018 Minimum Bill: \$13.00 Rate per 1,000-gal. : \$4.93
2019 Minimum Bill: \$20.00 Rate per 1,000-gal. : \$5.71

The Minimum Bill has no allowance for water usage as part of the minimum bill.

Bulk water users, temporary water users, and water permit users shall be charged \$10.00 per thousand gallons.

The water and sewer service rates and the connection fees, starting the year 2020, will be linked to the Consumer Price Index and will increase annually by that percentage plus 1.5 percent effective March 1 of each year to be added to the next full month. The total rate increase shall not be more than 3 percent annually;

Motion made by Commissioner Thomas, seconded by Commissioner Meyer to adopt the foregoing Resolution and upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Meyer Yes

Mr. Dutton Yes

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE BELMONT COUNTY COMMISSIONERS TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR PLANNING OF WATER AND WASTEWATER SYSTEM IMPROVEMENTS BETWEEN BELMONT COUNTY AND THE OHIO WATER DEVELOPMENT AUTHORITY

WHEREAS, Belmont County, hereinafter referred to as the "LGA" is in need of improvements to the water and wastewater systems; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to finance costs of the planning of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Belmont County, Ohio:

Section 1. That the LGA hereby approves the planning of the aforesaid WATER AND WASTEWATER SYSTEM IMPROVEMENTS in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for State Planning Project" as set forth in Exhibit A (the "Cooperative Agreement") and hereby authorizes the President of the Board of Commissioners of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of the Board of Commissioners, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the foregoing resolution which upon roll call was unanimously adopted this 7th day of June, 2017.

Attest: Jayne Long /s/
Clerk

BELMONT COUNTY
BOARD OF COMMISSIONERS
Mark A. Thomas /s/
Mark A. Thomas, President
J. P. Dutton /s/
J.P. Dutton, Vice-President
Josh Meyer /s/
Josh Meyer

GENERAL CERTIFICATE
OHIO WATER DEVELOPMENT AUTHORITY

The undersigned, being the Clerk for the Board of Commissioners of the Belmont County, Ohio (the "Local Government"), hereby certifies that:

I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the Cooperative Agreement (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	<u>Pres.-Board of Comm.</u>	<u>Mark A. Thomas</u>
Chief Fiscal Officer:	<u>Auditor</u>	<u>Andrew L. Sutak</u>
Chief Legal Officer:	<u>Prosecuting Attorney</u>	<u>Daniel P. Fry</u>
Officer Responsible for Records:	<u>Recorder</u>	<u>Mary C. Nixon</u>
Legislators:	<u>Mark Thomas, J. P. Dutton and Josh Meyer</u>	

II. The regular meetings of The Board of Commissioners (the "Legislative Body") of the Local Government are held on June 7, 2017.

III. Attached hereto is (a) a true and exact copy of Resolution No. [N/A] (the "Loan Legislation"), approved by the Legislative Body on June 7, 2017, authorizing the Local Government to enter into a Cooperative Agreement with the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the "Cooperative Agreement"), including a description of the Project Facilities being financed under the Cooperative Agreement, and)b) a copy of the Cooperative Agreement executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the Cooperative Agreement on

June 7, 2017

behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.

IV. Attached hereto is a true and exact copy of Resolution No. [N/A] (the "Rate Legislation"), approved by the Legislative Body on [June 7, 2017], authorizing the current rates or tap-in fees of the utility of the Local Government to which the Cooperative Agreement relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the Cooperative Agreement.

V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

Jayne Long /s/
Jayne Long
Clerk
6/7/17
(Date)

Discussion-Mr. Thomas noted these six motions were all part of the master plan that we have been discussing for the last year and a half regarding water and sewerage in the county.

IN THE MATTER OF RESOLUTION DECLARING AN EMERGENCY/EXCEPTION TO COMPETITIVE BIDDING: BUILDING REPAIR AND RECONSTRUCTION – FIRE AT EASTERN AND NORTHERN DIVISIONAL COURTS BUILDING IN BELLAIRE

RESOLUTION

The Belmont County Board of Commissioners met in regular session on June 7, 2017, with the following members present:

Commissioner Thomas
Commissioner Dutton
Commissioner Meyer

Mr. Thomas moved to adopt the following resolution:

WHEREAS, Ohio Revised Code, Section 307.86 (A)(2), permits a board of county commissioners to exempt a project from competitive bidding when it has been determined that a real and present emergency exists and there is actual physical disaster to structures, radio communications equipment, or computers; and

WHEREAS, the Eastern and Northern Divisional Courts building, located at 400 Imperial Plaza, Bellaire, Ohio, caught fire on May 2, 2017, and sustained damage to the roof and attic areas as well as significant water damage to the courtroom; and

WHEREAS, the Belmont County Commissioners have deliberated over this situation and determined that the health risks associated with such conditions present a safety hazard, and immediate action must be taken to protect their employees as well as the public at large.

NOW, THEREFORE BE IT RESOLVED, that the Belmont County Board of Commissioners does hereby declare this situation to be a real and present emergency and therefore accepts Estimate Number W29352-RB from **Panhandle Cleaning and Restoration/DKI of Wheeling**, in the amount of **\$490,819.77** for repair and reconstruction of the Eastern and Northern Divisional Courts building damaged by fire on May 2, 2017.

Mr. Meyer seconded the foregoing resolution and upon vote the resolution was unanimously adopted.

IN THE MATTER OF APPROVING ESTIMATE FROM PANHANDLE CLEANING AND RESTORATION/DKI FOR EASTERN AND NORTHERN DIVISIONAL COURTS

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve Estimate Number W29352-E from Panhandle Cleaning and Restoration/DKI of Wheeling, in the amount of \$43,003.20 for mitigation of the Eastern and Northern Divisional Courts building in Bellaire which was damaged by fire on May 2, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON FOR FAMILY TEAM MEETING SERVICES

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract renewal between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of \$18,000.00, effective July 1, 2017 through June 30, 2018 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this **7th** day of **June, 2017**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950

740-695-1075

Contractor: Cindy Bacon
 124 N. Main Street
 St. Clairsville, OH 43950
 740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2017. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2018.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$36) thirty-six dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 54¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$36	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is

provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$17,000
Travel and Expense	\$1,000
TOTAL COST:	\$18,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$18,000

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any

situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES

<u>Vince Gianangeli /s/</u>	<u>6-1-17</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>6/7/17</u>
J.P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6/7/17</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-7-17</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Cindy Bacon, LSW /s/</u>	<u>6/1/17</u>
Cindy Bacon	Date
<u>David K. Liberati /s/ assist P. A.</u>	<u>6-1-17</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON FOR KINSHIP SUPPORT SERVICES

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract renewal between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of \$18,000.00, effective July 1, 2017 through June 30, 2018 to provide Kinship Support Services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Kinship Support Services**

Whereas, this contract, entered into on this 7th day of **June, 2017**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 740-695-1075
Contractor:	Cindy Bacon 124 N. Main Street St. Clairsville, OH 43950 740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2017. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2018.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

13. Contractor will initiate and complete Kinship home studies as assigned by Program Administrator. Home studies will be completed using format approved and recommended by the Protect Ohio consortium. Home studies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
14. Contractor does not have direct line responsibility for the case.
15. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
16. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
17. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
18. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
19. Contractor agrees to provide agency with an emergency contact number.
20. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
21. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
22. Contractor shall meet all service requirements of this contract.
23. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
24. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

C. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will schedule and complete home studies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

E. Performance Reporting

6. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
7. Agency agrees to compensate contractor (\$36) thirty-six dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
8. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
9. Agency agrees to reimburse Contractor at a rate of 54¢ per mile for travel for home visits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
10. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.

6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$36	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this

contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**. All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$16,000
Travel and Expense	\$2,000
TOTAL COST:	\$18,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$18,000

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

SIGNATURES

<u>Vince Gianangeli /s/</u>	<u>6-1-17</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>6/7/17</u>
J.P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6/7/17</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-7-17</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Cindy Bacon, LSW /s/</u>	<u>6/1/17</u>
Cindy Bacon	Date
<u>David K. Liberati /s/ assist P.A.</u>	<u>6-1-17</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR MITCH AND KELLY MARSHALL/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument for Mitch and Kelly Marshall, married**, for a mortgage deed dated February 1, 2000 as recorded in Volume 0795, pages 515-517 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated February 1, 2000, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0795 at pages 515-517, and executed by Mitch and Kelly Marshall, married, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

June 7, 2017
Date Belmont County Commissioners:

By: Mark A. Thomas /s/
 Mark A. Thomas, President
J. P. Dutton /s/
 J.P. Dutton
Josh Meyer /s/
 Josh Meyer

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

OPEN PUBLIC FORUM-Richard Hord inquired about the delays at the new Senior Services Community Building. Mr. Thomas said the building is done. He said we are dealing with a contract for the fire and security monitoring. The Board is working with the Prosecutor on contract language that is not favorable to the county.

RECESS

9:30 Public Hearing-Road Improvement 1152

June 7, 2017

Present: Terry Lively, County Engineer, Will Eddy, Drafting Technician, Attorney Michael McCormick and Petitioner Tyler Q. Clift. Mr. Eddy reviewed maps with the Board of Commissioners. He said back in 1950 the old S.R. 147 was rerouted. When the road was altered the right-of-way was given to the county and later on the county passed it on to the township. Present at the viewing were Terry Lively, Will Eddy, Commissioners Thomas and Meyers, Township Trustee Bruce Miller, Petitioner Tyler Q. Clift, Attorney Michael McCormick and residents Shawn Clift and Mark White. Mr. Eddy pointed out the area in question on Mr. Clift's property. Mr. Eddy said they are looking to deny this vacation due to the fact there are other right-of-way issues that need to be resolved between the parties before it could properly be vacated. Mr. McCormick said it makes sense if the right-of-way is to be vacated it should be a joint vacation.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1152
DATE: June 6, 2017**

**IN THE MATTER OF THE VACATION OF A
OF A PORTION OF OLD S.R. 147 (T-147)
ON THE PROPERTY OF TYLER Q. CLIFT, PARCEL #09-01324.000
GOSHEN TWP. SEC. 29, T-7, R-5**

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **June 6, 2017** proceeded on the **June 7, 2017** make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should **not** be granted

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

"See Attached Plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted

Terry Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

**IN THE MATTER OF THE VACATION OF A
PORTION OF OLD S.R. 147 (T-147) ON THE PROPERTY
OF TYLER Q. CLIFT, PARCEL #09-01324.000
GOSHEN TWP., SEC. 29, T-7, R-5/RD IMP 1152**

Office of County Commissioners

Belmont County, Ohio

JOURNAL ENTRY-DISMISSAL OF PETITION

Motion made by Mr. Thomas, seconded by Mr. Dutton to deny Road Improvement #1152 for the vacation of a portion of Old S.R. 147 (T-147) on the property of Tyler Q. Clift, parcel #09-01324.000, Goshen Township, Sec. 29, T-7, R-5, based upon the recommendation of Terry Lively, Belmont County Engineer.

RESOLUTION

WHEREAS, This day this cause came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Adopted the 7th day of June, 2017

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of June 7, 2017, as recorded in Vol. 99 of the County Commissioners Journal.

Jayne Long /s/
Jayne Long, Clerk

Mr. Thomas asked all to continue to work together to get the issues resolved. Mr. McCormick said they are pursuing that agreement with Mr. Clift's attorney, Elizabeth Glick.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Attorneys Jeff Stankunas and Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

DJFS Director Vince Gianangeli and SSOBC Director Gary Armitage were present for executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:24 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:24 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

June 7, 2017

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:25 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Attorneys Jeff Stankunas and Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

DJFS Director Vince Gianangeli and SSOBC Director Gary Armitage were present for executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:31 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:31 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO DECISION TO BE MADE

Mr. Armitage exited the meeting at this time.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:32 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Attorneys Jeff Stankunas and Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Gianangeli was also present for executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:48 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:48 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO DECISION TO BE MADE

Mr. Gianangeli left the meeting at this time.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:49 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Attorneys Jeff Stankunas and Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:01 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 11:01 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

AS A RESULT OF EXECUTIVE SESSION-NO DECISION TO BE MADE

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 1:05 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Vince Gianangeli, Executive Director and Lori O'Grady, HR Manager, Belmont Co. Dept. of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:16 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 1:16 p.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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June 7, 2017

Mr. Meyer Yes
Mr. Dutton Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 1:17 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:31 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 1:31 p.m.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

AS A RESULT OF EXECUTIVE SESSION-NO DECISION TO BE MADE

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 1:31 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Kelly Porter, Director, Belmont Co. Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 2:12 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 2:12 p.m.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Meyer Yes

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING REVISIONS TO THE
BELMONT COUNTY WATER & SEWER JOB CLASSIFICATION HANDBOOK**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve revisions to the Belmont County Water & Sewer Department Job Classification Handbook, effective June 18, 2017.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Meyer Yes
Mr. Dutton Yes

**IN THE MATTER OF THE VACATION OF
TWO UNNAMED ALLEYS IN MIDWAY
WHEELING TWP., SEC. 7, T-8, R-4/RD IMP 1154**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER**

Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 7th day of June, 2017, at the office of the Commissioners with the following members present:

Mr. Thomas
Mr. Dutton
Mr. Meyer

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, On the 7th day of June, 2017, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **14th** day of **June**, **2017** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said

June 7, 2017

date.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Adopted June 7, 2017

Jayne Long /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

-
1. *"Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."*
 2. *Strike out the clause from "and feet," if a road is not to be located or established*

June 7, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:13 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 2:13 p.m.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 14th day of June, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK