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April 28, 2020

VIA E-MAIL: hwcannon@glcap.org

Mr. Wayne Cannon
Rural Community Assistance Program
8680 Fall Creek Road
Leesburg, Ohio 45135

Re: Sample Private Sewer Pipe Ordinance and Implementation Documents

Dear Wayne:

Enclosed please find a sample ordinance declaring certain rules and regulations relating to private lateral sewer lines and stating the rights and responsibilities of property owners regarding testing, cleaning, repair, maintenance, renovation, and replacement of existing private sewer laterals (the "Sewer Ordinance"). Also enclosed you will find various implementation documents, including: (1) Private Sewer Lateral Inspection Report; (2) Sewer Lateral Certificate of Compliance; (3) Notification of Repair Requirement; (4) Lateral Loan Agreement; (5) Borrower's Disbursement Application and Certificate; and (6) Standards and Requirements for Closed Circuit Television Video Inspection.

The Ohio Revised Code (the "Code"), namely Sections 715.40, 729.46, 729.50 and 729.51, gives municipal corporations authority to regulate sewage facilities and appurtenances, including the repair and replacement of private sewer laterals. This regulatory authority is further supported by the broad powers of self-government afforded to municipalities under Article XVIII, § 3 of the Ohio Constitution.

Please note that I have included in the Sewer Ordinance a mechanism for obtaining an administrative search warrant. The purpose of this provision is to reduce the risk of any inspection running afoul of the Fourth Amendment's prohibition against unreasonable searches. *See Camara v. Municipal Court of the City and County of San Francisco*, 387 U.S. 523, 534 (1967) (holding that warrantless administrative searches by local government inspectors without the property owner's consent constitute significant intrusions upon interests protected by the Fourth Amendment). Since the Sewer Ordinance requires officials to secure a warrant when a property owner refuses to permit a warrantless inspection, the penalties imposed for refusing a lawful inspection, as well as the point-of-sale inspection program, would most certainly survive judicial scrutiny. *See Wilson v. City of Cincinnati*, 46 Ohio St.2d 138, 147, 346 N.E.2d 666, 672 (1976)

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(A. Celebrezze concurring); see also *Pund v. City of Bedford*, 339 F.Supp.3d 701, 707 (N.D. Ohio 2018); *Thompson v. City of Oakwood*, 307 F.Supp.3d 761, 772-73 (S.D. Ohio 2018). Without a warrant (or the property owner's consent), an inspection may still proceed, but it must be limited in scope to areas observable to the public. See *Allinder v. State of Ohio*, 808 F.2d 1180, 1186 (6th Cir. 1987) (citing *Marshall v. Barlow's, Inc.*, 436 U.S. 307, 315 (1978)).

Moreover, authority for the Financial Assistance Program can be found in Article VIII, § 13 of the Ohio Constitution. Specifically, this section provides, "to dispose of solid waste, it is ... in the public interest and a proper public purpose for ... political subdivisions ... to make ... loans ... to provide monies for the acquisition, construction, enlargement, improvement, or equipment, of ... property, structures, equipment and facilities" within the State of Ohio for industry, commerce, distribution, and research. While there is no caselaw directly on-point, investment in wastewater infrastructure undoubtedly brings economic benefit, such as employment gains, savings to wastewater utility customers, and reductions in the cost of disruptions in wastewater service. Given the positive economic impact of investment in wastewater infrastructure, a court would likely find the private property improvement loans in the Sewer Ordinance to be permissible under Article VIII, § 13 of the Ohio Constitution.

Furthermore, the criminal penalties imposed for violations of the Sewer Ordinance are lawful under the Code. Specifically, Section 715.67 provides:

Any municipal corporation may make the violation of any of its ordinances a misdemeanor, and provide for the punishment thereof by fine or imprisonment, or both. The fine, imposed under authority of this section, shall not exceed five hundred dollars and imprisonment shall not exceed six months.

R.C. § 715.67. This section of the Code clearly authorizes the fines imposed for violations of the Sewer Ordinance, which are capped at Five Hundred Dollars (\$500.00) per offense.

Lastly, the injunctive relief made available as a civil remedy for violations of the Sewer Ordinance is consistent with well-established Ohio law. See *Village of New Richmond v. Byrne*, 12th Dist. No. CA2010-01-004, 2010-Ohio-4948, ¶1-2 (affirming summary judgment in favor of the City of New Richmond which obtained a permanent injunction against the defendant's violation of a nuisance ordinance); *City of Cleveland v. Bosak*, 104 Ohio App.3d 520, 522-23, 662 N.E.2d 851, 852-53 (8th Dist. 1995) (affirming injunctive relief for the City of Cleveland relating to multiple ordinance violations). If you have any questions regarding the Sewer Ordinance, please do not hesitate to contact me.

Very truly yours,



Patrick M. Ward

Encl.



ORDINANCE NO. ____

AN ORDINANCE AMENDING [or ADOPTING, if new] CHAPTER _____ OF THE CODIFIED ORDINANCES OF THE CITY [or VILLAGE] OF _____, OHIO, DECLARING SEWER RULES AND REGULATIONS RELATING TO PRIVATE LATERAL SEWER LINES AND STATING THE RIGHTS AND RESPONSIBILITIES OF PROPERTY OWNERS REGARDING TESTING, CLEANING, REPAIR, MAINTENANCE, RENOVATION AND TIMELY REPLACEMENT OF EXISTING PRIVATE SEWER LATERALS.

WHEREAS, defective private lateral sewer lines in the City [or Village] of _____, Ohio (the “City” [or “Village”]) increase the risk of sewage discharging onto public and private property, creating a public health and safety hazard;

WHEREAS, defective private lateral sewer lines result in significant water inflow and infiltration into the sanitary sewer system, contributing to sewage overflows and causing the City [or Village] to incur substantial additional cost each year to maintain safe pressures, treat excess volumes of wastewater, and upgrade capacity to accommodate the increased flows;

WHEREAS, the Ohio Environmental Protection Agency requires the City [or Village] to implement measures to reduce the risk of sewage overflows from the City’s [or Village’s] sanitary sewer system [if applicable];

WHEREAS, it is in the best interest of the public health, safety and welfare of the citizens of _____, Ohio for the City [or Village] to take the following actions:

- (1) require users’ connections to the City’s [or Village’s] sewer system to satisfy certain minimum performance standards;
- (2) enforce such standards through the implementation of a private pipe certification program whereby private lateral sewer lines are inspected and tested;
- (3) require repair of defective private lateral sewer lines and replacement of laterals which cannot be feasibly repaired; and
- (4) require proper maintenance of private lateral sewer lines; and

WHEREAS, the _____ Committee of _____ City Council, at its regular meeting on _____, 2020, considered the matter of amending [or adopting] Part _____ - Sewer Rules and Regulations, Title ____ - [name of title], Chapter ____ of the Codified Ordinances of the City [or Village] of _____, Ohio, and voted that this matter be brought to the floor of Council.

NOW, THEREFORE, be it ordained by the Council of the City [or Village] of _____, County of _____, and State of Ohio:

SECTION 1: That Chapter ____ of the _____ Codified Ordinances is amended [*or adopted*] to provide as follows:

CHAPTER ____ . PRIVATE SEWER LINES AND LATERALS

- ____.01 **Applicability**
- ____.02 **Definitions**
- ____.03 **Owner Maintenance Required**
- ____.04 **Sewer Cleanouts**
- ____.05 **Backwater Valves**
- ____.06 **Clean Water Connections Prohibited**
- ____.07 **Standard for Sewer Lateral Maintenance**
- ____.08 **Access to Premises**
- ____.09 **Inspection by Director [*or other applicable title*] and Notification of Defective Lateral**
- ____.10 **Professional Inspection Required for Plumbing Modifications, Repair and Replacement**
- ____.11 **Professional Inspection Required for Transfer of Ownership and Mortgage Financing**
- ____.12 **Exceptions for Recent Prior Inspections, Repair and Replacement of Laterals**
- ____.13 **Professional Inspection Standards**
- ____.14 **Lateral Repair or Replacement Required**
- ____.15 **Financial Assistance Program**
- ____.16 **Offenses**
- ____.17 **Criminal Penalty**
- ____.18 **Civil Penalty**

CROSS REFERENCES

Power to keep sewer facilities in repair – See Ohio R.C. § 715.40
Violation of ordinances may be made a misdemeanor – See Ohio R.C. § 715.67
Authority to provide for the repair of sewers – See Ohio R.C. § 729.46
Management and control of sewerage system – See Ohio R.C. § 729.50
Regulations to control house sewers and connections – See Ohio R.C. § 729.51
Disconnection procedures – OAC § 4901:1-15-27

____.01 **Applicability**

This chapter applies to property that receives wastewater service from the City’s [*or Village’s*] sewer utility.

____.02 **Definitions**

- (a) “Backwater Valve” means a low-pressure check valve installed in the sewer lateral to mitigate the backflow of effluent during storm surge or overflow events. A Backwater Valve is required when the overflow rim of the lowest plumbing

fixture(s) inside the structure is below rim elevation of the next upstream manhole.

- (b) “Building Cleanout” means a sewer lateral cleanout installed near a building located on private property.
- (c) “Clean Water Connection” means any water source entering the sanitary sewer system except wastewater effluent. Clean water sources include, without limitation, downspouts, yard drains, footer drains, sump pumps, surface inflow and groundwater infiltration.
- (d) “Director” [*or other title of position responsible for implementing policies*] means the Director of the sewer utility and his/her representative or designee.
- (e) “Easement Access Cleanout” means a sewer lateral cleanout installed near the street at or near the right-of-way or easement.
- (f) “Financial Assistance Program” means a loan program to assist property owners with the repair and replacement of private laterals.
- (g) “Private Lateral” means the segment of the sanitary sewer system located on private property that connects a residence, business or building to the sanitary sewer system. Private Lateral shall include a septic tank if one exists on the property and it is in use.
- (h) “Sewer Lateral Certificate” means a certificate provided to the property owner upon satisfactory completion of the inspection of a Private Lateral and installation of any necessary lateral repairs and/or replacement resulting from Sewer Lateral Certification.
- (i) “Sewer Lateral Certification” means professional inspection and repair of a Private Lateral when plumbing modifications are installed or transfer of property ownership and/or mortgage financing occurs.

____.03 Owner Maintenance Required

- (a) Every property owner shall maintain his or her sewer pipelines and laterals free of defects or obstructions which could cause an overflow or malfunction of the sanitary sewer system.
- (b) Every property owner shall maintain his or her septic tank free of deterioration, corrosion, damage and any similar deficiencies or defects likely to increase the risk of septic tank failure.
- (c) Every property owner shall maintain privately owned sewer effluent and grinder pumps, if applicable, free of deterioration, corrosion, damage and any similar

deficiencies or defects likely to increase the risk of pump failure.

- (d) Modification, repair and/or replacement of Private Laterals must be performed by a licensed plumber in accordance with local building codes and sewer connection guidelines established by the utility. The expense of Private Lateral maintenance is the property owner's responsibility.

____.04 Sewer Cleanouts

- (a) Every Private Lateral shall have a two-way cleanout located at the edge of the right-of-way or easement. This Easement Access Cleanout shall be installed by the property owner to the utility's specifications and requirements after obtaining all necessary permits. The Easement Access Cleanout may be used by the utility for sewer line maintenance and monitoring.
- (b) Every Private Lateral shall also have a Building Cleanout within thirty (30) inches of the building or as specified by the local plumbing code. Such cleanouts shall be installed by the property owner after obtaining all applicable permits from the utility. This Building Cleanout shall be used primarily by the property owner for sewer line maintenance.
- (c) Installation of cleanouts under this section may be undertaken at any time with appropriate permits but shall not be required until testing and/or inspection is mandated pursuant to this chapter.

____.05 Backwater Valves

- (a) No person shall tap or make any connection to the public sewer where the overflow rim of the lowest plumbing fixture(s) inside the structure is below rim elevation of the next upstream manhole in the public sewer without a Backwater Valve.
- (b) When the Director determines that a Backwater Valve is necessary for protection from sewer backups on an existing sewer connection or tap, owners of property connected to such sewer shall install a Backwater Valve on their sewer connections.
- (c) The Director shall promulgate rules governing the conditions under which Backwater Valves must be installed. The Director shall also designate and approve a list of acceptable Backwater Valve devices.
- (d) The installation of Backwater Valves shall be performed by a licensed plumber after all necessary permits are obtained. All expenses associated with the purchase and installation of a Backwater Valve shall be paid by the property owner. Backwater Valves must be installed to allow access to the working parts for service and repair. Every Backwater Valve must be inspected and serviced regularly to ensure proper operation.

- (e) Any property owner having a sewer connection without a Backwater Valve, who is ordered to install a Backwater Valve and fails to comply with such order, shall be subject to civil and criminal penalties as provided in this chapter, including, without limitation, discontinuation of sewer service.

____.06 Clean Water Connections Prohibited

- (a) No person shall make a connection from his or her roof downspouts, exterior foundation drains, sump pumps, driveway drains, yard drains, areaway drains or other similar surface or ground water source to a drain that is connected directly or indirectly to the public sanitary sewer system.
- (b) Upon discovery of an illegal surface or ground water intake, the property owner shall be notified in writing by the Director to disconnect such drains from the public sanitary sewer system in accordance with this chapter.

____.07 Standards for Sewer Lateral Maintenance

The standards for maintenance of Private Laterals are as follows:

- (a) The Private Lateral shall be kept free from roots, grease deposits and other solids which may impede the flow or obstruct the transmission of waste.
- (b) All joints shall be as tight as reasonably practicable, and all pipes shall be in proper working order.
- (c) The Private Lateral shall be free of any structural defects, such as cracks, breaks, openings, rodent holes and missing portions, and the grade shall be uniform without sags or offsets.
- (d) All non-sanitary sewer connections shall be disconnected and rerouted in accordance with _____ [name of city or village] Building and Plumbing Codes and other applicable standards.
- (e) Private Laterals must be inspected by a licensed plumber prior to the City [or Village] issuing permits for any building modifications, transfer of ownership, or financing of the purchase and/or ownership of the property.

____.08 Access to Premises

- (a) The Director and/or other duly authorized employees or agents of the utility bearing proper credentials and identification may enter upon all properties with consent of the property owner for any of the following purposes:
 - (1) inspection, observation, measurement, sampling, testing, and examining and copying records of operation required by local, federal or state agencies in accordance with the provisions of this chapter;

- (2) determining the size, depth and location of any sewer connections;
 - (3) conducting non-destructive testing in search of illegal clean water connections to the sanitary sewer system, including, without limitation, roof drains, sump pumps, footer drains, basement drains, yard drains and swimming pools;
 - (4) evaluating the performance of private infrastructure connected to the public utility system and to assess its condition; or
 - (5) assessing the quantity and nature of the sewage or wastewater being discharged into the public sanitary sewer system.
- (b) If the property owner does not consent to the proposed inspection, the Director may appear before any judge or magistrate in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within fourteen (14) calendar days after the nonconsent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination of whether there are violations of this chapter. The court may consider any of the following factors, along with such other matters as it deems pertinent, in deciding whether a warrant shall issue:
- (1) eyewitness accounts of a violation;
 - (2) citizen complaints;
 - (3) tenant complaints;
 - (4) plain view violations;
 - (5) violations apparent from city [*or village*] records;
 - (6) property deterioration;
 - (7) age of property;
 - (8) nature of the alleged violation;
 - (9) condition of similar properties in the area;
 - (10) documented violations on similar properties in the area;
 - (11) passage of time since the last inspection; and
 - (12) previous violations on the property.
- (c) If a warrant is issued, no owner, occupant, or agent thereof shall fail or neglect, upon presentation of the warrant, to properly permit entry therein by the Director or his/her duly authorized designee for the purpose of inspection and examination pursuant to this chapter and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, an inspection may still proceed, but the scope thereof shall be limited to such areas as are in plain view and observable by the public. A limited-scope inspection conducted pursuant to this paragraph shall be considered an “inspection” for purposes of this chapter. No criminal or civil penalty shall attach, nor shall any certificate of occupancy be denied, solely by reason of a

property owner's, occupant's, or agent's refusal to consent to a full inspection without a warrant.

- (d) Except as otherwise provided herein, the Director shall give the property owner at least twenty-four (24) hours written notice before personnel enter private property to conduct an inspection or test pursuant to a warrant. Refusal to permit an inspection authorized by a warrant shall result in a surcharge of Twenty-Five Dollars (\$25.00) per month in addition to all other charges authorized and imposed by the utility for the next billing period. If a property owner's refusal to permit an inspection authorized by a warrant persists for a period of sixty (60) days, the surcharge shall be increased to One Hundred Dollars (\$100.00) per month. Penalties for non-compliance shall continue until an appropriate inspection is completed and any necessary repairs are installed to the satisfaction of the Director.
- (e) Additional penalties for refusal to permit access to the property upon issuance of a warrant shall commence at two hundred forty (240) days. Such penalties are specified in Sections _____.16 (Offenses), _____.17 (Criminal Penalty) and _____.18 (Civil Penalty) of this chapter. The Director may also terminate sewer service by providing all notices required by law and either shutting off water to the property or installing a sewer disconnect plug. The cost of sewer service termination, along with any associated penalties and delinquencies, must be paid in full by the property owner before service will be restored.

____.09 Inspection by Director and Notification of Defective Lateral

- (a) The Director and/or other duly authorized employees or agents of the utility bearing proper credentials and identification may periodically perform visual inspections and tests on private property to evaluate the integrity of the sanitary sewer system, including smoke testing, dyed water testing, closed circuit television inspection, and other appropriate testing and inspection techniques. All such inspections and testing shall proceed only with the property owner's consent, pursuant to an administrative search warrant, or as otherwise provided in Section _____.08 of this chapter.
- (b) The purpose of these inspections is to identify defects in a Private Lateral that allow extraneous flow or debris to enter the Private Lateral or the discharge of sewage on the property, or a condition that may interfere with the proper operation of the Private Lateral.
- (c) Defects identified under this Section may include:
 - 1) a downspout, yard drain, footer drain, basement drain, sump pump, or other connection that allows storm water or other extraneous water to enter the sanitary sewer system;

- 2) a defect or flaw that allows the discharge of sewage on the property or the introduction of extraneous water into the sanitary sewer system;
 - 3) evidence of pipe or joint deterioration;
 - 4) root intrusion into a pipe that separates a pipe joint or enlarges an existing crack;
 - 5) a misaligned pipe segment, sag or lack of position gradient; and
 - 6) a lack of a necessary cleanout cap or manhole cover.
- (d) If the Director identifies a defective Private Lateral or a condition that interferes with the proper operation of a Private Lateral, the Director shall send the property owner written notice of the defect or condition, including a statement that the Private Lateral must be replaced or repaired, or the condition corrected with spot repairs, within one hundred twenty (120) days of the date of the notice.
- (e) If a defect or condition is not replaced, repaired, or corrected within one hundred twenty (120) days of the date of the written notice, the property owner shall be assessed a surcharge in the amount of Twenty-Five Dollars (\$25.00) per month for each and every infraction until repairs satisfactory to the Director have been completed.
- (f) Additional penalties may be levied for refusal to disconnect improper clean water connections or remedy other defects or conditions within two hundred forty (240) days of the date of the written notice. These additional penalties are specified in Sections _____.16 (Offenses), _____.17 (Criminal Penalty) and _____.18 (Civil Penalty). The Director may also, in his or her sole and absolute discretion, terminate sewer service by providing all notices required by law and either shutting off water to the property or installing a sewer disconnect plug.
- (g) The Director's decision whether to impose additional penalties pursuant to subsection (f) will in part be based upon the user's willingness to comply with the Director's directives as evidenced by prior attempts to make repairs, pending construction contracts and implementation schedules, and the impact of excessive effluent flows on the sewer system. Any decision to postpone criminal and civil enforcement actions while continuing to provide sanitary sewer service shall not impact the utility's ability to collect the surcharges described in subsection (e).
- (h) If sewer service has been terminated, all utility costs associated with disconnection of the tap, penalties and delinquencies must be paid in full before service to the property will be restored. All costs and expenses related to the inspection, disconnection and repair of the sewer lateral shall be borne by the property owner.

____.10 Professional Inspection Required for Plumbing Modifications, Repair and Replacement

- (a) All sewer service laterals, including those serving residential, multiple residential and commercial properties, connected to the [*unit of local government's*] sanitary sewer system, shall be cleaned and tested in accordance with the standards set forth in Section _____.13 (Professional Inspection Standards) in the event of any of the following occurrences or conditions:
 - (1) change in use of the house, building or property serviced from residential to business or commercial, from business or commercial to residential, or from non-restaurant commercial to restaurant commercial;
 - (2) addition of living quarters to structures, including, without limitation, the building of a guest house or cabin on the property served;
 - (3) remodeling of the house, building or property served to an extent of more than fifty percent (50%) of its fair market value, as determined by a real estate valuation;
 - (4) installation of additional toilet facilities in the house, building or property served; or
 - (5) repair or replacement of all or part of the building sewer pipes.
- (b) Upon satisfactory completion of a lawful inspection of installed sewer improvements, the property owner will be issued a Sewer Lateral Certificate, which can be used in conjunction with building department inspections and other appropriate local requirements to obtain a certificate of occupancy.
- (c) The installation of plumbing modifications without the required permits and inspections shall be considered an offense under Section _____.16 (Offenses). The utility will discontinue sewer service to the property upon determination that an offense has occurred. Sewer service shall not be restored until a Sewer Lateral Certificate has been issued to the property owner.

____.11 Professional Inspection Required for Transfer of Ownership and Mortgage Financing

- (a) It shall be unlawful to sell or transfer real estate that is connected to the public sanitary sewer system without first obtaining a Sewer Lateral Certificate showing that the sewer lateral is free of any illegal clean water connections and in proper working order.
- (b) It shall be unlawful to mortgage or refinance real estate that is connected to the public sanitary sewer system when such mortgage or refinancing is for the purpose

of acquiring title to, or improving, modifying, repairing or rehabilitating, such real estate without delivering a Sewer Lateral Certificate to the purchaser, transferee, mortgagee or person or institution providing financing or refinancing.

- (c) An application for a Sewer Lateral Certificate, along with an inspection report from a licensed plumber, must be submitted to the [unit of local government] at least ten (10) days prior to the requested date of sale, transfer, mortgaging or refinancing, together with payment in the amount of _____ Dollars (\$____) for the application fee. The plumber shall clean and test the sanitary sewer lateral in accordance with the standards set forth in Section _____.13 (Professional Inspection Standards).
- (d) The Director shall review the application and determine whether to issue a Sewer Lateral Certificate to the current property owner. This certificate is transferable to the new owner.
- (e) The transfer of title to property, or mortgaging or refinancing thereof, without an inspection having been conducted and without obtaining a Sewer Lateral Certificate shall be considered an offense under Section _____.16 (Offenses). The utility will discontinue sewer service to the property upon determination that an offense has occurred. Sewer service shall not be restored until a Sewer Lateral Certificate has been issued to the property owner. If title to property has transferred without first securing a Sewer Lateral Certificate, the buyer or transferee of such property shall become responsible for having the inspection completed, submitting the results to the utility, and obtaining a Sewer Lateral Certificate. The property shall not be occupied until sewer service is restored.

____.12 **Exceptions for Recent Prior Inspections, Repair and Replacement of Laterals**

- (a) **Recent Sewer Lateral Replacement.** If a property owner, otherwise required to perform an inspection under Section _____.11 (Professional Inspection Required for Transfer of Ownership and Mortgage Financing), or the property owner's predecessor-in-interest has originally installed or replaced his or her Private Lateral within twenty (20) years prior to the date of the application for a Sewer Lateral Certificate, the property owner may contact the utility department to request an abbreviated visual inspection to confirm the absence of inflow and infiltration to the sewer system in lieu of a full inspection by a licensed plumber.
- (b) **Recent Sewer Lateral Inspection and Repair.** If a property owner otherwise required to perform an inspection under Section _____.11 (Professional Inspection Required for Transfer of Ownership and Mortgage Financing) provides evidence of Sewer Lateral Certification within the previous ten (10) years, the property owner may contact the utility department to request an abbreviated visual inspection to confirm the absence of inflow and infiltration to the sewer system in lieu of a full inspection by a licensed plumber.

____.13 Professional Inspection Standards

- (a) The inspection reports required under this chapter shall be prepared in accordance with the following requirements and specifications:
 - (1) The inspection report shall be prepared by a licensed plumber.
 - (2) The plumber shall install cleanouts at the property line and building perimeter as specified in Section _____.04 (Sewer Cleanouts). The lateral must then be pressure tested using a low-pressure air test to ensure a water-tight seal. The air pressure may not drop more than one PSI in five minutes with a minimum starting pressure of 3.5 PSI. Laterals which fail to meet this requirement must be repaired or replaced to achieve satisfactory test results.
 - (3) The plumber shall inspect the untested segments of the lateral and building sewer using visual inspections, smoke testing, dye testing, and if necessary, CCTV video inspection to identify all the following:
 - (A) displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow or infiltration of extraneous water, grease and sediment deposits and other conditions likely to increase the likelihood of blockage of the building sewer;
 - (B) whether the building sewer has an installed backwater device where any outlet or trap of the building sewer is below the level of the nearest manhole, and if such a device is already installed, whether the device is functioning properly; and
 - (C) the extent to which any grinder pump or septic tank included within the building sewer is deteriorated, corroded or damaged, and any other relevant deficiency.
 - (4) The inspection report shall contain an express certification from the plumber that the property has been inspected for any outdoor drain connection to the sanitary sewer system and that no such unpermitted connections are present.
 - (5) Any supporting documentation, including, without limitation, pressure test, smoke test and dye test results, as well as CCTV inspection video footage, shall be attached to the property owner's application for a Sewer Lateral Certificate.

____.14 Lateral Repair or Replacement Required

- (a) The property owner shall repair or replace any defective sewer lateral from the property line to the building. The property owner shall pay the appropriate fee and

obtain a permit from the [*unit of local government*] before performing the repair or replacement of a defective Private Lateral.

- (b) Replacement, relining and other repairs of a Private Lateral must be performed by a licensed plumber in accordance with all applicable code requirements of the [*unit of local government*]. Limited permission for spot repairs recommended by a licensed plumber may be granted. The plumber must certify that the anticipated useful life of any recommended repairs will exceed ten (10) years.
- (c) If sewage is exposed on any property in a manner which constitutes a potential public health hazard, the property owner must stop the discharge of sewage immediately and remediate the site pursuant to all applicable requirements of the City's [*or Village's*] health department and the Ohio EPA. In order to cease effluent flow, the Director may shut off the supply of water to the building, disconnect power to any effluent or grinder pumps serving the building and/or install a sewer plug at an upstream cleanout. Sewer service will not be restored until any necessary repair or replacement of the lateral has been completed to the satisfaction of the Director.
- (d) Any person who repairs an existing Private Lateral or installs a new or rehabilitated Private Lateral shall perform the repair or installation as prescribed by the City's [*or Village's*] wastewater service connection standards and plumbing code.
- (e) Upon completion of required lateral repairs or replacement, the Director shall inspect the Private Lateral and determine whether it complies with the City's [*or Village's*] wastewater service connection standards and plumbing code.
 - (1) If a Private Lateral fails the post-repair or post-replacement inspection or test, the property owner shall perform additional repairs as required by the Director to correct the defect.
 - (2) If the Private Lateral passes the post-repair or post-replacement inspection or test, the Director shall issue a Sewer Lateral Certificate to the property owner, authorizing him or her to proceed with building occupancy, transfer of ownership and/or mortgage financing.

.15 **Financial Assistance Program**

- (a) The (*unit of local government*) may establish a Private Lateral financial program to assist property owners with the cost of repairing or replacing a defective sewer lateral. Private property improvement loans will be available at 2% interest, paid back over fifteen (15) years, for full replacement of a Private Lateral, and 2% interest, paid back over eight (8) years, for repair of a Private Lateral costing in excess of One Thousand Five Hundred Dollars (\$1,500.00).

- (b) A property owner may apply for financial assistance by filing an application with the Director on the form prescribed by the Director. Existing homeowners who pledge continued ownership and occupancy of the property for the proposed term of the loan shall be eligible for financial assistance. Residential rental and business or commercial properties are not eligible. Any homeowner actively attempting to sell his or her home also is not eligible.
- (c) Any loan provided pursuant to this Section _____.15 shall be paid back by the property owner through loan payments added to the quarterly sewer bill. Financial assistance for sewer lateral repair and replacement shall attach to the property. The outstanding balance of any loan provided for the repair or replacement of a Private Lateral, including the principal and any interest accrued thereon, shall become immediately due and payable in the event of a change in property ownership or mortgage financing.

____.16 Offenses

- (a) A property owner commits an offense if the owner fails to stop the discharge of sewage and remediate the site not later than twenty-four hours after the owner receives notice from the [*unit of local government*] of exposed sewage on the property.
- (b) A property owner commits an offense if the owner fails to repair or replace a defective Private Lateral in compliance with the City's [*or Village's*] wastewater service connection standards and plumbing code or to correct a condition interfering with the proper operation of the Private Lateral on or before the date specified by the Director in the Director's written notice of the defect or as required by Section _____.14 (Lateral Repair or Replacement Required).
- (c) Failure to correct an offense, as defined in this Section _____.16 or as otherwise provided in this chapter, may result in the [*unit of local government*] discontinuing sewer service by either shutting off water to the property or installing a sewer plug. The cost of sewer plug installation, along with any related penalties and delinquencies, must be paid in full before sewer service will be restored to the property.

____.17 Criminal Penalty

- (a) A person who violates this chapter commits an offense, punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Any such fine shall be attached to the property and must be paid-in-full, along with any delinquencies, surcharges and cost reimbursements, in order to bring the property owner's account into good standing. When service disconnection has occurred, service will not be restored until all criminal and civil penalties are paid.

____.18 **Civil Penalty**

- (a) If a person violates this chapter or fails to take action to comply with this chapter, the [*unit of local government*] may file a lawsuit against such person requesting:
 - (1) civil penalties authorized under the Ohio Revised Code;
 - (2) injunctive relief;
 - (3) recovery of expenses, losses, or damage to municipal property or equipment; and
 - (4) any other relief available under the law.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

1st reading _____
2nd reading _____
3rd reading _____

_____, President of Council

PASSED _____

APPROVED _____

ATTEST _____

_____, Mayor

Approved as to form by:

_____, Director of Law

Filed with the Mayor: _____

PRIVATE SEWER LATERAL INSPECTION REPORT

To be completed by a certified inspector and submitted to the City prior to any repair work.

Customer Name: _____ Address: _____ Phone: _____

Mailing Address: _____
Street Address City State Zip Code

Company Name: _____ Inspector's Name: _____ Phone: _____

Sewer Usage: Residential Commercial Cond Pipe Size: _____ Pipe Material: _____

CCTV Date: _____ Time: _____ Camera Direction: With Flow Against Flow Total Length: _____

- Cleanout is accessible outside of building.
- There is a sewer ejector pump at this property.
- Private sewer lateral crosses neighboring private property.
- Private sewer lateral connects to City sewer in public right of way.
- There is more than one structure at this address served by the private sewer lateral.
- Property has been verified as not requiring a backwater valve.
- Property has been verified as having a functioning backwater valve.
- Property requires a backwater valve.
- Property has been verified as having no outside drains connected to the sanitary sewer system.

Method used to verify no outside drains connected to the sanitary sewer system: _____

I certify that the information and video recording I have provided with this form are true and correct. The information submitted herewith complies with all requirements set forth in Chapter _____ of the Codified Ordinances of the City of _____. I declare under penalty of perjury that all information submitted herewith applies to the listed address only.

Inspector's signature: _____ Date: _____

OBSERVATION CODES

B	BROKEN	I	INFILTRATION	R	ROOTS: 25% 50% 75%
C	CRACK	O	OFFSET	CP	CHANGE IN PIPE
F	FRACTURE	S	SAG	OR	OUT OF ROUND

PRIVATE SEWER LATERAL INSPECTION LOG

DISTANCE	OBSERVATION CODE	REMARKS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

BRIEF SUMMARY OF WORK PERFORMED

DRAWING

City of _____
Public Works Department

**SEWER LATERAL
CERTIFICATE OF COMPLIANCE**

APPLICANT:

SITE ADDRESS:

PERMANENT PARCEL NUMBER:

The City of _____ has assessed the condition of the private sewer lateral on the above-referenced property based upon the following submitted information:

- Videotape and Private Sewer Lateral Inspection Report.
- Final Inspection Signoff of Sewer Repair / Replacement, Permit No. _____.

This Certificate is to notify you that the private sewer lateral identified herein and checked below complies with Chapter _____ of the Codified Ordinances of the City of _____, Ohio.

- Upper Sewer Lateral Only Lower Sewer Lateral Only Upper and Lower Sewer Lateral

EFFECTIVE DATE:

EXPIRATION DATE:

If you have any questions, or if we can provide any other assistance, please contact me at _____.

Thank you,

CITY OF _____

[name of City representative]
[job title]

City of _____
Public Works Department

PRIVATE SEWER LATERAL INSPECTION PROGRAM

[date]

[name and address of property owner]

SUBJECT: NOTIFICATION OF REPAIR [OR REPLACEMENT] REQUIREMENT
ADDRESS OF PROPERTY:
PERMANENT PARCEL NUMBER:
DATE OF INSPECTION:

Dear [name of property owner]:

The sanitary sewer system on the above-referenced property was inspected on [date of inspection]. A copy of the inspection report is enclosed for your records. Our staff has determined that the private sewer lateral on your property is defective and requires repair [or replacement]. Pursuant to Chapter ____ of the Codified Ordinances of the City of _____, Ohio, it is the responsibility of all property owners to maintain their private sewer laterals in proper working condition. The following repairs are required to return your private sewer lateral to proper working order:

[list of required repairs]

The above-described repairs [or replacement] must be completed within one hundred twenty (120) days of the date of this notice or by _____. Once the required work has been completed, please provide my office with a receipt evidencing this work.

Please note that most repairs will require a permit. Permits can be obtained at the Building Department [or Department of Public Works], [address of applicable department], between the hours of ____ a.m. and ____ p.m., Monday through Friday.

Waiver of Permit Fees

As an incentive for residential property owners who are mandated by the City to repair or replace their private sewer laterals, the City will waive the fees associated with all permits required to complete the necessary repairs. Only residential property owners with three or fewer dwelling units on the property are eligible for this waiver. The waiver does not apply to commercial or condominium properties; nor does it apply to residential properties with voluntary lateral repairs or replacements.

Thank you in advance for your cooperation in resolving this matter. Properly maintained sewer lines minimize the risk of sewage overflows and protect the environment. Protection of public health and the environment are high priorities for the City of _____. If you have any questions or wish to discuss this matter further, please contact me at _____.

Sincerely,

[name of City representative]

[job title]

Encl.: Private Sewer Lateral Inspection Report

LATERAL LOAN AGREEMENT

THIS LATERAL LOAN AGREEMENT (“Agreement”) is made and entered into as of _____, 20____, by and among:

Owner: _____

and

City of _____, Ohio (the “City”), a municipal corporation.

Owner is hereinafter sometimes referred to as “Borrower.” Borrower and the City are hereinafter sometimes collectively referred to as the “Parties” and individually as a “Party.”

RECITALS AND DEFINITIONS:

A. As used in this Agreement:

- a. “Property” means the residential property located at _____, _____, Ohio.
- b. “Owner” means the fee simple owner of the Property who is agreeing to be responsible for repayment of the Loan.

B. The City furnishes water and wastewater service to the Property.

C. Defective private lateral sewer lines result in significant water inflow and infiltration into the sanitary sewer system, increasing the risk of sewage overflows and causing the City to incur substantial additional cost each year to maintain safe pressures, treat excess volumes of wastewater, and upgrade capacity to accommodate the increased flows.

D. The Ohio Environmental Protection Agency (“Ohio EPA”) requires the City to implement measures to reduce the risk of sewage overflows.

E. The City adopted Ordinance No. ____ establishing certain minimum performance standards for private lateral sewer lines and implementing a mechanism for enforcing such standards through a private pipe certification program whereby private sewer laterals are inspected and tested. This ordinance also requires proper maintenance of private sewer laterals and repair or replacement of such laterals when necessary. Property owners must also assure that clean water from sources such as downspouts, yard drains, and foundation drains is not discharged into sanitary laterals on private property.

F. In order to help property owners fund the cost of repairing or replacing defective private sewer laterals, the City established the Financial Assistance Program (the “Program”), which allows qualified borrowers to borrow funds from the City to be paid back through loan payments added to monthly water and wastewater bills.

G. The Director [*or other title of position responsible for implementing the City’s private sewer lateral inspection program*] has determined that a private sewer lateral at the Property is defective and requires repair or replacement, and Borrower has opted to participate in the Program and borrow money from the City to assist Borrower in paying the cost of repairing or replacing the private sewer lateral (the “Project”).

H. The Director has also determined that Borrower is eligible to participate in the Program.

WITNESSETH:

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

ARTICLE I – LOAN

- 1.1 The City agrees to make to Borrower a loan (the “Loan”) up to the maximum principal amount of _____ Dollars (\$_____).
- 1.2 The proceeds of the Loan may only be used to pay for Eligible Costs. As used herein, “Eligible Costs” means Borrower’s actual out-of-pocket costs of completing the Project, including the cost of: (a) obtaining goods, materials and services to repair or replace a defective private sewer lateral on the Property; (b) installing related appurtenances, such as backwater valves and/or yard drains; and (c) returning the surface of the Property to substantially its original condition.

ARTICLE II – CONDITIONS TO LOAN ADVANCES

- 2.1 Prior to commencement of the Project, Borrower shall provide the Director a fully executed contract (the “Contract”) with a licensed and bonded contractor qualified to undertake and complete the Project (“Borrower’s Contractor”). The Contract must be approved by the Director. Work on the Project shall not be commenced prior to execution of this Agreement. The City’s agreement to make the Loan is based upon the scope of work set forth in the Contract. The City shall be under no obligation to make Loan advances for any work which deviates from the terms of the approved Contract.
- 2.2 It is recommended, though not required, that Borrower's Contractor meet with the Director, or other duly authorized representative of the City, to discuss the Project prior to commencing work on the Project.
- 2.3 Borrower shall submit to the Director a completed and signed Disbursement Application and Certificate on the form provided by the City (the “Disbursement Application”) for payment for amounts owed to Borrower’s Contractor for Eligible Costs.
- 2.4 Borrower will provide the Director copies of any and all bills and invoices from Borrower’s Contractor for all Eligible Costs for the Project and only request Loan disbursements for Eligible Costs.
- 2.5 Borrower will return within thirty (30) days any Loan proceeds disbursed to Borrower that were not used to pay for Eligible Costs.

ARTICLE III – LOAN ADVANCES

- 3.1 The Director will review all bills and invoices submitted by Borrower to identify Eligible Costs, which shall be determined in the Director’s sole and absolute discretion. The City will disburse the Loan proceeds by issuing two checks. The first check shall be issued within thirty (30) days after the Project has been substantially completed and shall be in the amount of ninety percent (90%) of the lesser of the documented Eligible Costs or the amount of the Loan. The second check shall be issued within thirty (30) days after the

Project has been fully completed, inspected and approved by representatives of the City and shall be in the amount of the lesser of the balance of the documented Eligible Costs or the undisbursed amount of the Loan. Both checks shall designate Borrower's Contractor as the payee. The checks shall be issued only after Borrower signs and returns to the Director a certificate in the form attached that the Project is complete or substantially complete (depending upon the check) and the Project has passed the requisite inspection by City representatives. Both checks (*i.e.*, the complete amount) may be requested simultaneously.

- 3.2 Loan advances will only be made to one Borrower's Contractor. If Borrower contracts with more than one contractor, only one may be considered Borrower's Contractor for the purpose of issuing Loan advances.
- 3.3 To ensure that qualified contractors remain willing to contract with property owners for the repair and replacement of defective private sewer laterals, it is important that contractors be timely paid. Accordingly, if the City receives a complaint from Borrower's Contractor that it is not being timely paid for work performed with respect to the Project and Borrower's Contractor furnishes the City with bills or invoices documenting such work, then:
 - 3.3.1 The Director or his designee shall determine whether the payments sought are Eligible Costs and if the undisbursed amount of the Loan is sufficient to pay such Eligible Costs. If so, then the Director or his designee shall send to Borrower a notice demanding that Borrower submit to the Director a completed and signed Disbursement Application for such Eligible Costs (the "Demand Notice").
 - 3.3.2 Borrower shall have five (5) days after the effective date of the Demand Notice to either submit a completed and signed Disbursement Application to the Director or give the Director written notice (the "Refusal Notice") that Borrower is refusing to do so and stating in detail Borrower's reasons for such refusal.
 - 3.3.3 If Borrower timely provides the Director with a Refusal Notice, then the Director or his designee shall review the Refusal Notice and, not later than five (5) days after the Director's receipt of the Refusal Notice, shall notify Borrower whether he agrees with Borrower's refusal. If the Director or his designee notifies Borrower that he does not agree with Borrower's refusal, then Borrower may appeal that decision by filing a notice of appeal (the "Appeal Notice") with the City. In the event an Appeal Notice is timely filed, the appeal shall be heard by a panel of three (3) employees or officials of the City appointed by the Director, one of which may be the Director (the "Panel"). The Panel shall hold the hearing not later than five (5) days after the Appeal Notice is filed and shall render its decision not later than three (3) days after the conclusion of the hearing.
 - 3.3.4 If Borrower has given the Director a Refusal Notice, then, unless the Director or his designee or, in the event of a timely appeal, the Panel determines that Borrower is justified in refusing to submit the Disbursement Application, Borrower shall submit the completed and signed Disbursement Application to the Director not later than five (5) days after the decision of the Director or his designee or the Panel, as the case may be.
 - 3.3.5 If Borrower does not submit the completed and signed Disbursement Application within the time required by Section 3.3.2 or, if a Refusal Notice has been timely

given, within the period required by Section 3.3.4, the City may avail itself of either or both of the following remedies:

- 3.3.5.1 The City may increase the interest rate on the Loan to five percent (5%) per annum or the highest rate permitted by law, whichever is less.
- 3.3.5.2 Without relieving Owner of Owner's obligation to properly complete the Project, the City may disburse Loan proceeds to Borrower's Contractor in such amounts as the Director may deem appropriate without the need for a Disbursement Application, and Borrower will be deemed to have approved the disbursement and to have waived all claims Borrower may have against the City and its agents, officials, employees and representatives relating to such disbursement.

ARTICLE IV - REPAYMENT

- 4.1 Borrower shall repay the Loan with interest at the times and in the amounts set forth below.
- 4.2 The Loan repayment period will be ___ (__) years. The Loan repayments will be invoiced as part of the water and wastewater bill, which is currently quarterly but may be at some other frequency in the future. A payment schedule will be established so that one-_____ of the outstanding principal of the Loan is repaid each year.
- 4.3 The ___ years of repayment will begin with the next water and wastewater bill issued for the Property after the Loan proceeds are disbursed.
- 4.4 Interest on the outstanding principal balance of the Loan will be charged and paid as follows. The interest payable for any Repayment Year shall be equal to two percent (2%) of the Loan balance outstanding on the first (1st) day of such Repayment Year. For example, if \$4,000.00 of the Loan is outstanding on the first day of the Repayment Year, then the interest for that Repayment Year would be 2% of \$4,000.00, or \$80.00. Interest for any Repayment Year will be payable in equal installments over the number of invoices that will be issued for that Repayment Year. Thus, if the invoices are issued quarterly, \$20.00 in interest would be payable with each invoice. As used herein, "Repayment Year" means each successive period of twelve (12) consecutive months commencing on the date the Loan proceeds have been disbursed. Under no circumstances will the interest rate exceed the maximum rate allowed by applicable law, and the City shall promptly refund any interest paid by Borrower in excess of that allowed by applicable law.
- 4.5 Payments received by the City from a Borrower on account of a bill will be applied first to interest payable on the Loan, second to the outstanding principal of the Loan, third to the wastewater bill, and finally to the water bill. Hence, unless payment payable by a Borrower is received in full (Loan interest and principal payments, wastewater, water) by the due date on the bill, the City shall have the right to discontinue supplying water to the Property, as established in the City's rules and regulations.
- 4.6 Borrower shall have the right to prepay the Loan at any time without premium or penalty.
- 4.7 If title to the Property is transferred either voluntarily or involuntarily, or if the Property is refinanced, then the outstanding balance of the Loan and all interest payable must be paid

in full, and water and wastewater service shall not be established in the name of another party until such payment has been made.

- 4.8 Transfer of the Property or Borrower's interest therein shall not relieve Borrower of the obligation to repay the Loan and interest thereon.
- 4.9 Borrower understands, acknowledges and agrees that the City will pledge as security to funding agencies from which the City borrows money the payments the City is entitled to receive from Borrower.

ARTICLE V – COMPLETION OF PROJECT AND PAYMENT OF COSTS THEREOF

- 5.1 Borrower shall comply with all the standards and requirements of the City for maintenance of private sewer laterals and installation of new laterals, sump pumps, and/or other associated appurtenances/materials.
- 5.2 Borrower shall comply with the requirements for the Program and Borrower's Contractor has or will obtain all permits necessary through the City in order to complete the Project.
- 5.3 Borrower shall comply with federal requirements associated with the use of loan funds, including the following:
 - 5.3.1 Excess soil removed from the Project may not be deposited in surface water courses or wetlands.
 - 5.3.2 The Project area must be stabilized promptly (seeding or mulching) after completion of the Project.
 - 5.3.3 Any trees removed must be done in a way that will not disturb endangered bats (trees may be removed during the months of November through March or must be investigated to assure bats are not nesting in the tree).
- 5.4 Borrower shall comply and shall cause Borrower's Contractor to comply with the following requirements of the Ohio EPA and Ohio Water Development Authority (the "OWDA"):
 - 5.4.1 Borrower will proceed expeditiously with, and complete, the Project in accordance with the specific terms and conditions of the approved Project plans and specifications.
 - 5.4.2 The Contract will provide that any designated representatives of the State of Ohio will have access to the Project whenever it is in preparation or progress and that Borrower's Contractor will provide for such access and inspection.
 - 5.4.3 Construction of the Project and the Contract shall conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and must be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of this Agreement.

- 5.4.4 The Contract and Borrower's Contractor's estimate forms will be prepared so that materials and equipment furnished to Borrower may be readily itemized by Borrower and identified, if necessary, as to Eligible Costs and non-Eligible Costs.
 - 5.4.5 Borrower shall keep accurate records of Eligible Costs. Borrower and Borrower's Contractor shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times.
 - 5.4.6 Borrower's Contractor shall obtain and maintain a contractor's bond in the amount and form required by the City.
 - 5.4.7 Borrower's Contractor will maintain, during the life of its contract with Borrower, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance, if appropriate, in amounts and on terms satisfactory to the State of Ohio. Until the Project is completed and accepted by Borrower and approved by the City, Borrower or (at the option of Borrower) Borrower's Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent (100%) basis (completed value form) on the insurable portion of the Project for the benefit of the Director of the Ohio EPA, the OWDA, the City, Borrower and Borrower's Contractor, as their respective interests may appear.
- 5.5 Borrower shall allow employees or other representatives of the City to inspect the Project as it is progressing and once completed. If the requisite inspections are not completed by representatives of the City, the City will be unable to issue Loan advances.
 - 5.6 Borrower shall provide or obtain funds for all non-Eligible Costs and for Eligible Costs in excess of the Loan proceeds to assure that the Project is completed.

ARTICLE VI – EVENTS OF DEFAULT AND REMEDIES

- 6.1 Each of the following events or circumstances shall be an Event of Default if it continues to exist thirty (30) days after Borrower has been given notice thereof, except that the events or circumstances described in clauses 6.1.1, 6.1.3, 6.1.4, 6.1.5, 6.1.7 and 6.1.8 shall constitute an Event of Default immediately upon the occurrence thereof:
 - 6.1.1 Borrower shall fail to make any payment of principal or interest on the Loan when due or within any grace period provided by the City.
 - 6.1.2 Borrower shall fail to observe and perform any obligation, agreement or provision of this Agreement.
 - 6.1.3 Any representation or warranty made by Borrower in this Agreement or in any certification or other document furnished by Borrower to the City pursuant to or in connection with this Agreement shall at any time during the Loan repayment period prove to be false or misleading in any material respect when made or when deemed made.
 - 6.1.4 Borrower shall be declared incompetent and a guardian shall be appointed for Borrower, or a trustee, custodian, or similar officer shall be appointed for any substantial part of Borrower's property, without the application or consent of

Borrower, or any bankruptcy, insolvency, readjustment of debt, or similar proceedings under the laws of any jurisdiction shall be brought against Borrower, and such appointment or proceedings shall remain undischarged or undismissed for a period of sixty (60) days.

- 6.1.5 Borrower shall: (i) admit in writing Borrower's inability to pay his/her/its debts when due; (ii) make an assignment for the benefit of creditors; (iii) apply for or consent to the appointment of any guardian for Borrower or trustee or custodian for any substantial part of Borrower's property; or (iv) institute (by petition, application, or otherwise) or consent to any bankruptcy, insolvency, readjustment of debt, or similar proceedings under the laws of any jurisdiction against Borrower.
- 6.1.6 Any final, unappealable and uninsured money judgment or judgments for an amount in excess in the aggregate of Ten Thousand Dollars (\$10,000) shall be rendered against Borrower or Borrower's assets, or any writ or warrant of attachment, or similar process shall be entered or filed against Borrower or any of Borrower's assets, and such writ, warrant, or process shall remain unsatisfied, unsettled, unvacated, unbonded, and unstayed for a period of thirty (30) days and in any event later than five (5) business days prior to the date of any proposed sale of Borrower's assets thereunder.
- 6.1.7 Any material provision of this Agreement shall cease to be valid and binding on Borrower, or the validity or enforceability thereof shall be contested or denied by Borrower.
- 6.1.8 Customer/Borrower fails to pay in full any bill for water or wastewater services within twenty-one (21) days after the same is due.
- 6.2 Upon the occurrence of an Event of Default, the City may exercise any one or more of the following rights and remedies: (a) terminate or suspend the disbursement of Loan funds; (b) require that Borrower take corrective action to remedy the event or violation (Borrower hereby agreeing to perform such corrective action); (c) declare the outstanding principal of the Loan and all accrued interest immediately due and payable; (d) certify to the _____ County Auditor's office the full outstanding Loan balance and accrued interest for recovery on the tax list and duplicate as a lien against the Property; and (e) discontinue supplying water to the Property in accordance with the City's rules and regulations.
- 6.3 The rights and remedies conferred upon the City in Section 6.2 are in addition to all other legal or equitable rights and remedies the City may be entitled to exercise upon the occurrence and during the continuation of an Event of Default, and no right or remedy conferred upon the City is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

ARTICLE VII – GENERAL REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

- 7.1 Borrower hereby represents and warrants that:
 - 7.1.1 While any Loan balance is outstanding, Borrower shall remain in compliance, and shall take whatever actions are necessary to assure compliance, in all material respects, with all applicable federal, state, and local laws, ordinances, rules, and regulations and provisions of this Agreement.

- 7.1.2 There is no litigation or administrative action or proceeding pending or, to the best of Borrower's knowledge, threatened against Borrower, wherein a result adverse to Borrower could reasonably be expected to have a materially adverse effect on the ability of Borrower to meet Borrower's obligations under this Agreement.
- 7.1.3 Except as heretofore disclosed in writing to the City, no judgment or consent order has been rendered against Borrower; and Borrower is not a party to any agreement which imposes, will impose, or has imposed any fines or monetary penalties upon Borrower for the violation of any federal, state, or local law, ordinance, or regulation, for which fines or monetary penalties have not heretofore been paid in full.
- 7.1.4 Borrower has full power and authority to execute this Agreement and to perform Borrower's obligations under the Agreement, and to enter into and carry out the transactions contemplated thereby. Such execution does not, and will not, conflict with or result in a default under any agreement or instrument to which Borrower is a party, or by which Borrower or Borrower's property may be bound. This Agreement has, by proper action, been duly executed by Borrower, and all necessary actions have been taken in order for the Agreement to constitute the legal, valid, and binding obligation of Borrower.
- 7.1.5 Owner will preserve and maintain Owner's title to the Property. In the event title to the Property is transferred, the entire outstanding Loan balance and accrued interest must be paid in full.
- 7.2 Owner shall pay or cause to be paid when due and payable and before interest or penalties are due thereon, without any deduction, defalcation or abatement, all real estate taxes and assessments levied against the Property or any part thereof.
- 7.3 Any funding agency that the City uses will be a third-party beneficiary of this Agreement.
- 7.4 Borrower releases the City and any eventual funding agency and their respective officials, officers, directors, representatives, agents and employees from, and agrees that they shall not be liable for and agrees to indemnify and hold them harmless from and against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project, or the use thereof; provided that such indemnity under this section shall not be effective for damages that result from negligent or intentional acts of the City, any eventual funding agency, or their officials, officers, directors, representatives, agents or employees.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

- 8.1 All notices or requests permitted or required under this Agreement must be in writing and shall be delivered by personal delivery or first-class mail and shall be addressed as follows:

Owner

City of _____

Attention:

Notices shall be effective upon delivery to the above addresses. Either Party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other Party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

- 8.2 If any portion of this Agreement is determined by any court of competent jurisdiction to be invalid, unconstitutional, or unenforceable for any reason, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid, unconstitutional, or unenforceable.
- 8.3 Borrower shall not have the right to assign its rights under this Agreement without the written consent of the City.
- 8.4 Each person or entity identified as "Borrower" is jointly and severally liable for all obligations of Borrower pursuant to this Agreement.
- 8.5 The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
- 8.6 This Agreement constitutes the entire agreement among the Parties. It incorporates all prior negotiations and understandings of the Parties. There are no covenants, promises, agreements, letters, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein, and all such matters are merged with and incorporated herein. No representation or warranty has been made by or on behalf of any Party (or any official, officer, director, trustee, employee or agent thereof) to induce any other Party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except those expressly set forth herein.
- 8.7 No alteration, amendment, change or addition to this Agreement shall be binding upon any Party unless in writing and signed by such Party.

[Remainder of page intentionally left blank]

EXECUTED by the Parties as of the day and year first herein above written.

OWNER:

_____ (signed)	_____ (signed)
_____ (printed)	_____ (printed)

CITY:

CITY OF _____, OHIO

By: _____
[*name of authorized signatory*], [*title*]

Approved as to form

[*name of the City's Law Director*], Law Director

LATERAL LOAN AGREEMENT
BORROWER'S DISBURSEMENT APPLICATION AND CERTIFICATE

DATE: _____, 20__

To: City of _____ (the "City")

From: _____ ("Borrower")

Account No.: _____ (to be completed by the City)

Re: Lateral Loan Agreement dated _____, 20__

Property Address: _____, _____, Ohio

Project: Improvements to defective private sewer lateral

Borrower's Contractor: _____

Maximum Loan Amount (per approved agreement): \$ _____

Eligible Costs (per approved agreement): \$ _____

90% of Eligible Costs: \$ _____

Total Previous Disbursements on Account of Loan: \$ _____

Borrower applies for Loan disbursement in the amount of \$ _____, to be made payable to Borrower's Contractor.

To induce the City to make such disbursement, Borrower acknowledges and represents to the City that the Project is (check one):

substantially complete (90% of Eligible Costs)

complete (100% of Eligible Costs)

Signature of Borrower(s):

Inspected by [*name of political subdivision*] on _____ (date) by _____ (initials)

STANDARDS AND REQUIREMENTS
FOR CLOSED CIRCUIT TELEVISION VIDEO INSPECTION

PURPOSE AND SCOPE:

This document is intended to provide information and set forth standards for private sewer lateral (PSL) closed-circuit television (CCTV) survey and recording. The intent is to encompass all CCTV data collecting programs and improve the accuracy and quality of the televising activities and preparation of the CCTV log inspection form. Specifically, it is for use by CCTV operators and technicians, subcontractors, CCTV interpreters, and others who may be involved in CCTV data collecting programs.

GENERAL INFORMATION

1. CCTV inspection recordings shall be in DVD, USB or Electronic format capable of being downloaded and stored by the City of [REDACTED]. Video shall be in color only.
2. Camera, power source, lights, and other components for the video inspection shall be equipment designed and manufactured for the inspection of laterals and piping which range in size from two inches to six inches.
3. Lighting and camera quality shall be suitable to provide a clear, in-focus picture of the entire inside periphery of the sewer pipe for all conditions encountered during the work. Focal distance shall be adjustable from a range of two inches to infinity.
4. Lighting shall be suitable to allow a clear picture of the entire inner pipe wall extending at least ten feet in front, including black High-Density Polyethylene (HDPE) pipe. Lighting for the camera shall minimize reflective glare.
5. All pictures (recordings) shall be in focus, properly illuminated with good contrast and adequate color and tint, and without distortion or outside interference.
6. The camera lens must be kept clean and clear. Any fogging due to oil, grease, or other water content or debris that obscures the lens shall be cleaned off before proceeding with the recording operation. The camera is to be operative in 100% humidity conditions.
7. Private sewer lateral video inspection recordings that are to be submitted to the City for review for sewer compliance are to be performed by licensed contractors/plumbers.
8. It is desirable to record during dry weather. The contractor and owner should coordinate to minimize or temporarily stop sewer discharge into the lateral while recording.
9. Include data view display feature capable of showing on VHS tape, DVD, USB or Electronic format the following information, if applicable. If not, write the information on the inspection report.

- a. address where the PSL is located;
 - b. date and time of inspection;
 - c. contractor name;
 - d. inside pipe diameter and type;
 - e. ON-GOING FOOTAGE COUNTER accurate within three percent; and
 - f. access and starting point for video inspection, *e.g.*, upstream cleanout and location of cleanout.
10. The preferred direction is forward from upstream to downstream.
11. Video televising of the entire length of the private lateral is required. Inability or failure to do so due to obstructions in the line, out-of-alignment joint offsets, or lack of access points will be cause for rejection. If there are no access points, an installation of a new cleanout may be required at the building in order to perform a video inspection of the private sewer lateral.
12. Labeling: DVDs, USBs, and Electronic formats shall be labeled. Labels shall be typewritten or legibly hand-printed and include:
- a. Title: CCTV Sewer Lateral Inspection;
 - b. Street address;
 - c. Date of inspection;
 - d. Video provided by “Contractor Name”; and
 - e. Contractor/Plumber License Number.
13. Contractor Identification: Provide the name of the company, the company’s principal place of business, the contact’s name and telephone number, and classification of licenses.
14. Pipeline lengths shall be measured from cleanout to the property line, and from the property line to the center of the street (main line connection).
15. Televising shall generally be conducted to show the whole periphery of the pipe. If necessary, the contractor shall provide a bypass conduit while televising the lateral.
16. The operator shall identify on tape all potentially illicit connections draining into the sanitary sewer system.

SPECIFICATIONS:

All CCTV data collecting and recording activities shall follow and conform to the minimum requirements of this document. This CCTV survey standard encompasses the following subparts:

1. Part I – Field Data Collecting Practices;
2. Part II – CCTV Inspection Form; and
3. Part III – CCTV Video Review.

PART I – FIELD DATA COLLECTING PRACTICES

All CCTV recording practices will be evaluated against these standards.

1. All recordings shall be in either color or black and white with the ability to achieve proper balance of tint and brightness. Problems such as severe redness due to equipment malfunction may be cause for rejection.
2. All pictures (recordings) shall be properly focused and illuminated with good contrast and adequate color and tint, without distortion or outside interference. The picture, while moving forward or on the reverse run, should be of adequate light to clearly ascertain with certainty cracks or fractures and their severity in addition to the obvious features (*i.e.*, lateral joints).
3. At least 90% of the pipe periphery shall be visible above the waterline.
4. The camera operation may be cable-pulled or self-propelling and may record moving forward or on a reverse pull depending on the pipeline conditions. The preferred direction is forward from upstream to downstream. Camera travel speed shall not exceed 20 feet/minute.
5. The camera lens must be kept clean and clear and without fogging due to oil, grease, or other water content or debris. If the lens is obscured, it needs to be cleaned off before proceeding with the recording operation.
6. The camera shall be moved through the line at a uniform rate but in no case at a speed greater than twenty feet per minute. The camera shall be stopped for a minimum of five seconds in the event broken sections, root intrusion, misaligned joints or other defects are detected. The camera shall be stopped for a full minute in the case of flowing, undocumented connections, and if needed, pulled back and re-televised to ensure a clear recording of the connection(s). If needed, the lens and lighting shall be readjusted to ensure a clear, distinct, and properly lighted feature. Camera units shall have adjustable supports and shall be set so the camera axis is generally at the centerline of the pipe, if applicable.
7. All recordings shall have an audio descriptive narration by the CCTV operator, if applicable. Otherwise, include the information on the inspection form. The operator shall clearly identify in the audio all important features: date, time, project owner's name, street address, number of connections, pull direction, viewing direction, pipe size, and material. The operator shall clearly identify the location of the following: all wye-tee junctions, taps, breaks, roots, or other defects as outlined in Part II hereof.
8. The total length of the lateral shall be inspected.
9. The pipe diameter shall be obtained by physical measurement in the upstream (or downstream) cleanout. Pipe material shall be identified.

10. Reverse set-ups for this project are limited. Potential reverses shall be identified and reported to the City for review. The intent is to minimize the number of reverses to those absolutely necessary to complete the inspections.

PART II – CCTV INSPECTION FORM

The form should provide general information and inspection defects. The general information should include property address, date, time, operator name, and recording ID. A diagram or a drawing depicting the street address, the approximate location of the cleanout and the north arrow orientation should also be included. Also included should be pipe diameter, pipe material, shape of the pipe, pipe length, televised footage, counter number at the start and end of the inspection (if recording on video tape), CCTV view in direction, usage of reverse set-up, and comments. The City's standard CCTV Inspection form and sewer defect classifications are to be utilized.

The use of the City's sewer defect classifications and nomenclature is required.

PART III – CCTV TAPE REVIEW

All CCTV survey taping shall be subject to the review process as described herein. The contractor shall provide an acceptable picture that is distinct, clear, properly illuminated, of good contrast, and without distortion.

GENERAL POLICY

1. All CCTV will be reviewed for acceptability of quality based on the minimum standards established herein, and the CCTV recording logs will be checked against the visible features.
2. A CCTV review form shall be completed conforming to the attached standards and marked with appropriate acceptable or unacceptable conditions.
3. DVDs, USB drives and Electronic formats will be fully viewed to check for acceptability or unacceptability. All inspection log sheets will be subject to audits against the video for acceptability.
4. While all videos shall conform to the minimum acceptable standards described herein, the City may in isolated cases accept a line segment recording on the condition that all or a part of the line is sufficiently visible to permit an accurate assessment and design evaluation without doubt or substantial concern.
5. Reviewing the acceptability of a line segment includes the line from cleanout to public main. If only a portion of a line is unacceptable, the entire segment will be deemed unacceptable and must be re-televised from cleanout to public main. A line that is partially televised and is incomplete due to an excusable condition (*i.e.*, collapsed line) will be accepted for the televised segment only.

6. CCTV inspection forms will be evaluated against the video and the instructions of Part II hereof for accuracy and completeness.
7. Heavy water flow exceeding the foregoing established criteria would be cause to reject the line segment televised. Surcharging and flooding of the camera lens will not be an excusable condition if it has been artificially created by an upstream surge. Roots and/or debris that create a barrier to the flow will in general be unacceptable recording conditions, and the line segment shall be subject to rejection.
8. Loss of vertical hold, which has an impact on the ability to read and interpret the tape, shall constitute a cause for rejection. The requirement is a continual picture with no interference.
9. All line segments must be televised complete from cleanout to public main on the same tape in a continuous run. Partial televising on one video and then completing the run on another video is unacceptable.
10. Continuous footage readings for identifying the location of defects must be accurate to within a $\pm 2\%$ tolerance. Defect identifications are to be called out and recorded to the nearest even foot (no decimals). Any inaccuracy in the continuous footage meter or identified defects or features which leaves a doubt as to the accuracy of the locations or total length shall render the line segment recording as unacceptable. If the operator has acknowledged that the forward run is unacceptable and has decided to re-televising on the reverse pass, the operator must ensure: 1) the footage markings are correct; and 2) a stop at each feature for five seconds for an overall effect of performing a complete re-televising operation on the reverse pass.
11. Any other unidentifiable defects, such as equipment interference or malfunction or blurred or obscured images from an unknown source, that detract from the ability to completely and with reliable accuracy read the tape shall constitute a basis for rejection.
12. Typically, the following situations would normally require immediate repair:
 - a. Any defects which obstruct the normal flow characteristics of the private sanitary sewer lateral; and/or
 - b. Any obstruction or potential for obstruction to the normal flow characteristics of the private sanitary sewer lateral; and/or
 - c. Any obstruction or potential for obstruction to the normal flow characteristics of the public sanitary sewer; and/or
 - d. Anything that causes or has the potential to cause environmental damage or is a danger to public health and safety.