

VILLAGE OF RUSHVILLE
RECORD OF ORDINANCE

Ordinance No. 6-2022

Date Passed: 11-14-22

AN ORDINANCE ESTABLISHING VILLAGE OF RUSHVILLE SEWER OPERATIONS REGULATIONS, ATTACHED AND INCORPORATED HEREIN BY REFERENCE, REPEALING ORDINANCE 3-2021, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Rushville has experienced ongoing problems with its sewer system, including blockages, backups within the system, and damage to infrastructure, and

WHEREAS, many of these problems are created by residents failing to fully understand the capacity and functional limitations of the village sewer system, and

WHEREAS, these problems force the village to incur otherwise unnecessary expenses to repair or correct them, and

WHEREAS, village council seeks to prevent sewer problems, and to thereby eliminate these unnecessary expenses:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF RUSHVILLE, FAIRFIELD COUNTY, STATE OF OHIO:

- Section 1. The Sewer Operations Regulations, attached and incorporated herein by reference, are hereby adopted and approved.
- Section 2. Ordinance 3-2021 is, upon enactment of this Ordinance, hereby repealed.
- Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the integrity of the sewer system and for maintaining fiscal responsibility. This Ordinance shall be in force and effect upon signature by the Mayor.

First Reading 9-12-22

Second Reading 10-10-22

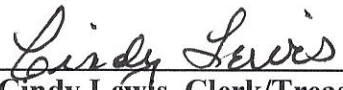
Third Reading 11-14-22

VOTE FOR 6

AGAINST 0

Signed


Paul Norby, Mayor


Cindy Lewis, Clerk/Treasurer

Approved as to form


Jon Browning, Village Solicitor

Ordinance shall become effective and be in force immediately upon its passage by Council and signing by the Mayor.

DATE PASSED: 11-14-22

Village of Rushville Sewer Operations Ordinance

SECTION 1.

GENERAL

1.1 TITLE.

This Ordinance shall be known as the Sewer Operations Ordinance of the Village of Rushville hereinafter referred to as “the ordinance”.

1.2 SCOPE.

The provisions of this ordinance shall apply uniformly to all currently installed sewer tanks and all tanks installed in the future.

1.3 INTENT

The intent of this ordinance is to provide clear and precise guidance as to the proper operation of the sewer system to eliminate damage to the system. To provide for a remedy for the Village of Rushville to recover the costs of repairing or replacing customer damaged equipment. This ordinance will apply to any damage found in the sewer system from the time of passage.

1.4 SEWER SYSTEM OPERATION

The Village of Rushville Sewer System is a hybrid pressure and gravity system. Waste as it leaves the dwelling is stored in a tank, the solids fall to the bottom of the tank and the liquid remains on the top. A pump and float system is used to pump the liquids under pressure to the gravity lines that then transport the liquid to the lagoon for processing. The pump is subject to damage when foreign objects are introduced into the tank.

SECTION 2

2.1 WHAT CAN BE PUT INTO THE SEWER SYSTEM.

The only items that can be put into the system are normal bodily waste, toilet paper, discharge from washing machines, dish washers, and vegetable material processed in a residential sink garbage disposal unit or commercial garbage shredder. This applies to both the residential tanks and the commercial tanks attached to the sewer system.

2.2 WHAT CANNOT BE PUT INTO THE SEWER SYSTEM.

2.2.1 COMMON ITEMS

None of the following items or items of a similar nature can be introduced into the sewer system and applies to both the residential and commercial tanks; cooking oils of any type, baby wipes, wet wipes of any type even if they are advertised as septic tank safe, paper towels, grocery bags, feminine hygiene items or applicators, male or female barrier style contraceptive devices, cigarette butts, metal or plastic items or containers, clothing items, or any item of any material that can be sucked into and restrict or block the inlet ports of the residential or commercial sewer pump(s).

2.2.2 UNCOMMON ITEMS

No person shall put any of the following into the sewer system:

Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquids, solids, or gases which by reason of their nature or quantity are or can be sufficient, either alone or by interaction, to cause fire or explosion or be injurious in any other way to the operation of the sewer system and lagoon.

Any water or wastes containing oils, grease, or other non-soluble material.

Any water or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes, to injure or

interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the lagoon.

Any food waste that has not been processed through a home kitchen sink garbage disposer or a commercial food shredder.

Any ashes, cinders, sand, mud, straw, shavings, metal glass, rags, feathers, tar, plastics, wood paunch, manure, hair and fleshing's, entrails, lime slurry, lime residues, chemical residues, paint residues, cannery waste, bulk solids or any other solid or viscous substance capable of causing interference with proper operation of the sewer pump, floats, fittings or sewer lines.

Any water or wastes containing iron, chromium, copper, zinc, and similar objectionable or other toxic substances.

Any radioactive wastes or isotopes.

2.2.3 STORM DRAINS AND GUTTER DISCHARGE

No residential or commercial property can connect any storm drains or any gutter discharge into the sewer system. The Village of Rushville reserves the right to use dye testing or any other approved means to determine a connection violation.

SECTION 3

RESPONSIBILITY OF THE PROPERTY OWNER

3.1 ELECTRICAL CONNECTION TO CONTROL PANEL

The residential property owner shall maintain a dedicated 15 Amp 220 vac electrical circuit to the control panel using a minimum 14 gage, 4 wire (2-line, 1 neutral, 1 bare ground) wire. It is the responsibility of the property owner to always maintain 120 volts on each leg of the connection and a secure grounding source for the neutral and ground. The commercial property owner shall maintain a electrical circuit or circuits of such voltage and amperage as specified by the type of pumps, shredders and related controls installed at the tank location.

3.2 MAINTENANCE OF THE SEWER EASEMENT

The property owner will maintain an area of no less than three feet around the sewer tank and control panel free of overgrown vegetation, such as weeds, poisonous vines, stinging insect nests, or any other growing matter that restricts access to the tank or the control panel.

3.3 ACCESSIBILITY TO THE SEWER TANK AND CONTROL PANEL

The property owner will maintain an open pathway to the sewer tank, control panel, and the easement around the sewer free of animal feces, vehicles, lawn equipment, lawn decorations, structures, or any item that prohibits reasonable access to the tank. Locked gates must be left unlocked, or the property owner must be present or designate another person to give access to the tank area. Decorative items that are in the easement must be removed from the area to allow for service and can be replaced after service has been provided. Village personnel are not allowed, due to liability insurance restrictions, to relocate personal property of the property owner to be able to service the sewer system.

SECTION 4

REMEDY FOR DAMAGE CAUSED BY MISUSE OF SEWER

4.1 REIMBURSEMENT TO VILLAGE OF RUSHVILLE

When it has been determined that any pump, float, control panel or connecting part or parts of a sewer tank has been damaged by the actions of a person or persons in the connected residential or commercial tank the property owner will be responsible for the cost of repairs, replacements, and labor for such repairs as provided in Section 4.2. Detailed documentation and photo evidence will be provided to the property owner with an invoice. The repair cost will include the actual cost of the repair or replacement of the damaged item(s), supplies, and the actual per hour cost of the labor to make the repair or replacement. The repair cost will be invoiced directly to the property owner by the Village Clerk/Treasurer. If the repair invoice is not paid within 90 days of receipt of the invoice a penalty of \$50.00 will be applied to the account every 30 calendar days thereafter until the bill is paid. Unpaid costs and penalties can be placed on the property owner's property tax bill.

4.2 DETERMINATION OF VALUE OF DAMAGED EQUIPMENT & PARTS

A determination of the value of damaged equipment and parts will be made upon verification of the age of the damaged equipment and parts. The age will be determined by maintenance records, serial numbers, purchase records, or other available means. If it is determined that the equipment and parts have been in service for five years or less the cost for damages will be 100% of replacement for equipment and parts and 100% of the labor cost. If it is determined that the equipment and parts have been in service for six years through 10 years, the cost for damages will be 50% of replacement for equipment and parts, and 100% of the labor cost. If it is determined that the equipment and parts have been in service for over ten years, the cost for equipment and parts will be waived, the cost for labor will be billed at 100% of actual cost.

4.3 ARBITRATION OF DAMAGE ASSESSMENT

When an assessment has been made the property owner has the right to challenge the findings. The property owner will provide in writing, to the Village of Rushville Council, the reason, or reasons as to why the assessment is in error. A state licensed and insured plumbing company, that is agreeable to all parties involved, will be engaged as the arbitrator to review, and inspect, all equipment and documentation concerning the assessment. The property owner and the Village of Rushville can submit any additional relevant documentation for the assessment review. To proceed with arbitration a payment will be collected from the property owner of one half of the agreed price of the arbitration review cost. The findings of the arbitrator will be final and binding on both the property owner and the Village of Rushville.

