

Book 22

534

ORDINANCE NUMBER #147

AN ORDINANCE RELATED TO ONSITE SEWAGE DISPOSAL SYSTEMS IN OWEN  
COUNTY, KENTUCKY

Whereas, KRS 211.370 allows a local board of health, which has been authorized by the Department for Public Health to serve as its agent, to adopt regulations relating to the proper operation and maintenance of onsite sewage disposal systems; and

Whereas, many potential homesites in OWEN County cannot be approved for a conventional onsite sewage disposal system due to small lot size and/or poor soil conditions; and

Whereas, many of these potential homesites could be used if an alternative onsite sewage disposal system which cleans the sewage to secondary levels before discharging it into a subsurface drainfield were to be utilized; and

Whereas, the OWEN County Fiscal Court deems it to be necessary to allow as many of these otherwise unapprovable lots as possible to be used as homesites if an alternative onsite sewage system can be utilized and will not threaten the general health and welfare of the residents of OWEN County; and

Whereas, these alternative onsite sewage systems require proper operation and maintenance to be performed on a regular basis by a Certified Operator;

Now, therefore, be it ordained by the OWEN County Fiscal Court as follows:

SECTION I

**Definitions**

1. Alternative Onsite Sewage System- An onsite sewage system other than a conventional system which treats sewage to a secondary level before discharging to the subsurface soil absorption portion of the system (lateral field) for further treatment.
2. Authorized Representative- A person that is employed by a manufacturer or under contract to provide technical information for the manufacturer of a particular alternative onsite sewage system.
3. Conventional Onsite Sewage System- A sewage system consisting of a pretreatment unit(s), distribution box (es) and lateral piping within rock filled trenches or beds.
4. Certified Operator- A person that has received manufacturer(s) training and approval to properly operate, maintain, and repair specific alternative system(s), and holds valid Installer Certification or other certifications issued by the Cabinet for Health Services, Department for Public Health.
5. Lateral Field- The area in which the subsurface soil absorption system is installed.
6. Maintenance- The routine servicing of components and equipment, including replacement of expendable filters or treatment media, required to keep an alternative system working properly.
7. Maintenance Contract- A written contract between the system owner and the manufacturer or Certified Operator detailing the maintenance services and operational requirements necessary to keep an alternative system working properly, and the responsibilities of all parties.
8. Operation- The general or daily procedures necessary, including monitoring of water usage and materials entering the wastewater, to keep an alternative system working properly.
9. Secondary Treatment Level- Less than 30mg/l BOD (5-day Biochemical Oxygen Demand) and TSS (Total Suspended Solids).

SECTION II

Any onsite sewage system requiring a permanent operation and maintenance contract as a condition of approval may only be operated and maintained by a Certified Operator, acting as an authorized representative of the manufacturer, who has been properly trained to operate and maintain the particular type of system being used.

SECTION III

TRAINING REQUIREMENTS FOR CERTIFIED OPERATORS, CERTIFIED INSPECTORS, AND CERTIFIED INSTALLERS

1. Any person wishing to become a Certified Operator of these alternative systems; or a Certified Inspector wishing to utilize these alternative systems; or a Certified Installer wishing to install these alternative systems, shall be trained and certified by the manufacturer of the particular alternative system and shall maintain the certification as per the manufacturer's requirements.
2. The Department of Public Health shall approve the training material and courses provided by the manufacturer.
3. Training shall include an instructional manual for each person provided by the approved manufacturer that covers all aspects of the system. Such information shall include but not be limited to the following:
  - A. How the system works
  - B. Sizing and design
  - C. Construction and installation procedures
  - D. Inspection procedures
  - E. Operation and maintenance requirements for the particular kind of system, including trouble-shooting procedures
  - F. Schematics of all system components
  - G. Schematics of typical system layout showing all components
  - H. Warranty information

SECTION IV

During the first two installations in OWEN county, the manufacturer or designated representative must be present during installation with the trained Certified Installer and Certified Inspector.

SECTION V

OPERATION AND MAINTENANCE REQUIREMENTS

Each alternative system shall be operated and maintained in accordance with the manufacturer's requirements.

The manufacturer or a Certified Operator acting as agent, shall, at a minimum, perform semi-annual (every six months) field service/inspections on the system. If a more frequent service/inspection interval is a requirement for proper operation of a particular system, that service/inspection interval shall be performed. Each service/inspection report shall include the following minimum information:

- A. Owner's name, address and location of the system.
- B. Description of any malfunctions observed and corrective actions taken.
- C. A checklist showing that each component of the system was checked and found to be functioning properly.
- D. Any other relevant information needed for the particular type of system.

Reports shall be submitted to the Department for Public Health, the owner of the system, and the OWEN County/District Health Department on a semi-annual basis and shall be provided by the 15<sup>th</sup> of the month following the month of the service/inspection. In the event of a major malfunction which results in sewage backup into the structure served by the system, or surfacing of sewage/effluent, it shall be the responsibility of the owner of the system to contact the OWEN County/District Health Department and the Certified Operator. Contact shall be made no later than twenty-four (24) hours after the malfunction, and the owner shall reduce or cease wastewater flow as needed to prevent further damage until repairs are made.

SECTION VI

OPERATION AND MAINTENANCE CONTRACTS

1. The manufacturer shall provide a two- (2) year limited warranty to the owner from the date of installation covering all parts and materials excluding the lateral field components (unless the lateral field components are part of the overall system package).
2. The manufacturer or authorized representative shall provide an initial service policy to the owner for two years from the date of installation, which shall be included in the original purchase price. The initial service policy shall consist of the following minimum requirements:
  - A. Semi-annual (every six months) field inspections to include adjustment and servicing of mechanical, electrical, and other applicable components to insure proper functioning of the system.
  - B. If a malfunction is observed which cannot be corrected at the time of the service inspection, the owner, Department for Public Health, and the OWEN County/District Health Department shall be notified immediately in writing of the condition and of the estimated date of correction. If the malfunction has the potential to create an immediate health hazard from sewage backup or surfacing, the owner shall be told before leaving the property. If the owner or other responsible person is unavailable, a warning notice shall be posted in a conspicuous location, with a contact telephone number included. The Department for Public Health and OWEN County/District Health Department shall also be notified within twenty-four (24) hours.
3. After the initial two (2) year service policy as provided by the manufacturer has expired, it shall be the owner's responsibility to maintain an on-going service contract with the manufacturer or a Certified Operator that meets the requirements of SECTION V and VI (2.A. and B.). Proof of the contract shall be provided to the Department for Public Health and the OWEN County/District Health Department within five (5) business days after the change.
4. The system owner may become certified to operate and maintain his/her own system providing that they are trained and certified by the manufacturer. Proof of the certification must be submitted to the Department for Public Health and to the OWEN County/District Health Department.
5. The system shall be maintained and operated in accordance with manufacturer's requirements and this regulation.

SECTION VII

PERMITS AND INSPECTIONS

Plans for the first three (3) systems of a specific type installed in OWEN County/District shall be submitted to the Department for Public Health for review and approval before a permit is issued. After the first three (3) systems have been permitted and given a final installation approval, the OWEN County/District Health Department may issue permits under its own review and approval. However, a copy of the completed file for each locally approved system shall be sent to the Department for Public Health within five (5) business days following the final inspection.

The OWEN County/District Health Department shall inspect the entire system as to design and components along with an authorized manufacturer's representative. If the system is acceptable, a final approval shall be issued. Prior to the issuing of a permit, the prospective owner must complete an owner's experimental system affidavit and a deeds and covenants attachment approved by the Department for Public Health. The deeds and covenants attachments must be attached to the property deed before final approval is granted in order to inform future owners of the system type and of the operation and maintenance requirements.

SECTION VIII

Any person who violates any provision of this ordinance shall be fined not less than \$10.00 or more than \$100.00 for each offense. Each day of violation shall be considered a separate offense.

SECTION IX

All ordinances, resolutions, orders, or portions thereof in conflict with the provisions hereof are hereby repealed to the extent of said conflict.

SECTION X

This ordinance shall become effective upon passage and publication.

GIVEN FIRST READING AND ORDERED PUBLISHED BY THE OWEN COUNTY FISCAL COURT ON THIS THE 14<sup>th</sup> DAY OF JUNE 2005

APPROVED BY THE OWEN COUNTY FISCAL COURT AND ORDERED RECORDED ON THIS 9 DAY OF August

BY: William P. O'Brien COUNTY FISCAL COURT OF THE OWEN COUNTY FISCAL COURT

JUDGE/EXECUTIVE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANT, CONDITIONS, AND RESTRICTIONS, IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, BY \_\_\_\_\_ LOCATED AT \_\_\_\_\_

HEREINAFTER REFERRED TO AS "GRANTOR".

WHEREAS, GRANTOR IS THE OWNER OF CERTAIN REAL ESTATE LOCATED AT \_\_\_\_\_

A RESIDENTIAL OR COMMERCIAL PROPERTY ON WHICH IS LOCATED A/AN \_\_\_\_\_ ON-SITE SEWAGE DISPOSAL SYSTEM.

THEREFORE IN CONSIDERATION OF THE PREMISES, THE GRANTOR SUBJECTS ALL OF THE REAL PROPERTY DESCRIBED TO THE FOLLOWING COVENANTS, CONDITIONS, AND RESTRICTIONS:

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- A. SAID PROPERTY UTILIZES A/AN \_\_\_\_\_ ON-SITE SEWAGE DISPOSAL SYSTEM.
- B. AS A CONDITION TO THE INSTALLATION AND CONTINUED USE OF THE SYSTEM, GRANTOR AGREES TO EXECUTE AND KEEP IN FORCE AT ALL TIMES, A WRITTEN CONTRACT, FOR THE OPERATION AND MAINTENANCE OF THE ONSITE WASTEWATER DISPOSAL SYSTEM FOR SAID PROPERTY.
- C. GRANTOR ASSUMES RESPONSIBILITY FOR ANY AND ALL COST ASSOCIATED WITH THE \_\_\_\_\_ ON-SITE SYSTEM.
- D. ALL OF THE PROVISIONS OF THIS DECLARATION SHALL BE DEEMED TO BE COVENANTS RUNNING WITH LAND AND SHALL BE BINDING ON AND INURE TO THE BENEFIT OF THE OWNERS OF THE PROPERTY DESCRIBED HEREIN, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER THESE SHALL BE TAKEN TO HOLD, AGREE, AND COVENANT, WITH SUCH OWNERS, THEIR SUCCESSORS, IN TITLE, AND WITH EACH OTHER, TO CONFORM TO AND OBSERVE ALL OF THE TERMS AND CONDITIONS IN THIS DECLARATION.
- E. THE \_\_\_\_\_ BOARD OF HEALTH MAY MAINTAIN ANY LEGAL PROCEEDINGS TO COMPLETELY ENFORCE ANY OF THE TERMS AND CONDITONS OF THIS DECLARATION.

IN WITNESS WHEREOF THE UNDERSIGNED ACTING AS DULY AUTHORIZED AGENT OF \_\_\_\_\_ HAS CAUSED THIS DECLARATION TO BE EXECUTED AT \_\_\_\_\_ ON THE DATE FIRST ABOVE WRITTEN.

GRANTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME BY

\_\_\_\_\_  
OF \_\_\_\_\_

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

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

MY COMMISSION EXPIRES \_\_\_\_\_