

Appendix 6A

Water Resources' Forms and Applications for Central Sanitary Sewer and Water Improvements

1. *Application to Extend Facilities*
2. *Escrow Agreement Example*
3. *Performance Agreement Example*
4. *Required Submittals*

The following are examples of typical forms. These forms are subject to change. Contact the Water Resources Department to assure compliance with current requirements.

PROJECT NAME: _____
PROJECT NUMBER: _____

**APPLICATION FOR PERMISSION TO EXTEND FACILITIES OWNED BY
PORTAGE COUNTY**

THE UNDERSIGNED property owner hereby requests that the Portage County Sanitary Engineer consider this application for permission to extend:

☐ Public Sanitary Sewer Service ☐ Public Water Service

In accordance with the attached General Plan for this Project and for the _____ Sanitary
(Portage/Streetsboro)
Sewer District, such services are requested for service to parcel lot(s) _____
in 20 ____.

The following is offered for your consideration:

1. I have retained _____
whose address is _____

as my Engineer for the purpose of providing the easement, legal description and construction engineering (including line and grade staking) services at the appropriate points in time.

2. I understand that I will be expected to construct these facilities at my expense and to pay all costs therefore, including construction, engineering, inspection and administrative costs to be incurred by the Portage County Water Resources Department. Before my plans are to be approved and construction is authorized, I will provide the necessary Performance Bond secured by Cash/ Escrow Account) sufficient in the opinion of the Portage County Sanitary Engineer to assure completion of this project as required by the Portage County Subdivision Regulations.

3. I will provide all deeds or easements necessary to implement the portion of the General Plan for the _____ Sanitary Sewer District applicable to my
(Portage/Streetsboro)
property and the Portage County Commissioners shall have the right to connect to or extend said facilities to others without charge.

4. I understand that connection charges are presently calculated on the basis of:

- i. Local Sewer Service Benefit (Front Footage);
- ii. Lateral Sewer Connection Benefit (Per Connection);
- iii. Trunk Sewer Capacity Benefit (Volume), and
- iv. Treatment Plant Capacity Benefit (Volume & Loading)

and I will pay all applicable connection charges for those benefits I may obtain beyond those obtained by virtue of my own direct investment.

Comments: Project to consist of _____ LF
of _____ as approved
by the Portage County Water Resources Department.

5. I understand that the Portage County Water Resources Department will begin accruing engineering, plan review and administrative costs on my behalf, and therefore, I hereby agree to pay the required plan review and construction service fees in cash or by certified or cashiers check as required in Section 1300.10 and Section 1301.08 of the Rules and Regulations Governing the Construction, Maintenance, Operation, Use and the Protection Sanitary Sewer Systems and the Waterworks Systems in the Portage County Regional Sewer District and Streetsboro Regional Sewer District No. 4.

(Name/Title)

(Signature)

Project Name: **PROJECT NAME** Click here to enter text.
Project No.: **PROJECT NUMBER** Click here to enter text.

PERFORMANCE BOND AGREEMENT FOR SANITARY SEWER IMPROVEMENTS

THIS AGREEMENT entered into by **OWNER** Click here to enter text., hereinafter referred to as the OWNER, and **BANK NAME** Click here to enter text. (BANK), hereinafter referred to as the BANK, for the benefit of Portage County, concerning the construction of an 8-inch sanitary sewer main, approximately XXX Click here to enter text. linear feet in length and XXX Click here to enter text. linear feet of 6-inch sanitary sewer including all necessary appurtenances, hereinafter referred to as the IMPROVEMENTS. Said IMPROVEMENTS will provide sanitary sewer service to **NUMBER OF PARCELS (#)** Click here to enter text. parcels situated in the Township of **TOWNSHIP** Click here to enter text., Original Lot **XX** Click here to enter text., Portage County, Ohio, and sewer project being known as **PROJECT NAME** Click here to enter text., County sewer project Number **PROJECT NUMBER** Click here to enter text..

WHEREAS, the Board of County Commissioners, Portage County, Ohio, hereinafter referred to as the COMMISSIONERS, and the Portage County Water Resources Department, hereinafter referred to as PCWR, have given their final approval subject to completion of all conditions precedent as prescribed by the Rules, Regulations, and Specifications of PCWR and for the aforementioned construction of the required IMPROVEMENTS; and

WHEREAS, the OWNER has agreed to fulfill the requirements of the conditions precedent as described above, and has made a cash deposit with the BANK and has executed a required performance guarantee form in connection with the construction of the IMPROVEMENTS; and

WHEREAS, the BANK has received a cash deposit from the OWNER and has on hand certain funds payable upon satisfactory completion of the IMPROVEMENTS on order by the OWNER, said account being assigned Account No. _____. The cash deposit received by the BANK from the OWNER are Private funds unless/until the funds are disbursed directly to the COMMISSIONERS and or PCWR for the purpose of completing the IMPROVEMENTS project due to a default by OWNER.

NOW, THEREFORE, it is agreed by and between the parties hereto that the sum of XXX DOLLARS AND XXX CENTS Click here to enter text., (\$XXX.XX Click here to enter text.) shall be issued to the COMMISSIONERS and/or PCWR by the BANK for the express purpose of guaranteeing performance of the construction and installation of the aforementioned IMPROVEMENTS.

The above funds held in said Performance Escrow Account will be released by the BANK according to one or more of the procedures listed in items 1, 2 or 3 below:

1. Upon submittal of invoices by the OWNER and approval by the Director of PCWR, funds shall be disbursed direct to contractors or suppliers furnishing material and labor for matters necessary to complete the IMPROVEMENTS and comply with the bond requirements and to pay all costs for services rendered by PCWR and/or its representative.

2. Funds may be disbursed to the OWNER by approval of orders by the Director of PCWR or his agent provided a statement is attached to said orders that all suppliers of labor and material in connection therewith have been paid, or secured to be paid.

3. In the event the OWNER defaults in completing the IMPROVEMENTS to the full satisfaction of the Director of PCWR on or before 18 months from entering this Agreement, except where circumstances and conditions warrant such extension by COMMISSIONER resolution, the Director of PCWR may order

the IMPROVEMENTS or uncompleted portion thereof to be completed and the BANK will pay necessary invoices, therefore, to the full extent of the funds remaining in said Performance Bond Escrow Account.

4. That the Director of PCWR or his agent shall be the signatory representative of the COMMISSIONERS regarding approval of invoices to be paid from said Performance Bond Escrow Account except that the COMMISSIONERS shall also approve release of the final ten (10) percent of the moneys remaining in said Performance Bond Escrow Account.

5. Upon release by the COMMISSIONERS of the obligations expressed in the aforesaid bonds, any remaining funds in said Performance Bond Escrow Account shall be disbursed upon order of the OWNER without the requirement of further approval by the Director of PCWR and this Agreement shall cease and become void.

6. It is understood by the parties that payments during the progress of the development work need not be approved by PCWR more frequently than once each month provided that the final payment may require approximately 21 days to process in order to properly record all as-built construction data and accomplish the final inspection.

7. It is understood by the parties that the amount of money established in said Performance Bond Escrow Account is based upon fixed quantities, and unit prices; therefore, payment for any item or items that may have been omitted or deleted or any overages will not be approved for payment until conclusion of the project referred to in the General Sewer Agreement and then only if moneys are remaining in said Performance Bond Escrow Account.

8. No payments will be made from the Performance Bond Escrow Account for materials supplied until such materials have been installed to the satisfaction of PCWR.

9. The BANK agrees to submit to PCWR, an accounting of the funds in said Performance Bond Escrow Account monthly as requested.

The mutual promises contained herein are consideration for the General Sewer Agreement and acceptance hereof by the COMMISSIONERS shall act as consideration from them obligating the parties hereto to said COMMISSIONERS as recited herein.

IN WITNESS WHEREOF, a duly authorized representative of the BANK signed this instrument this _____ day of _____, 20____.

_____	BANK: Bank Name:	BANK NAME Click here to enter text.
	Address:	BANK ADDRESS Click here to enter text.
	City, State, Zip:	CITY, STATE, ZIP Click here

to enter text.

1st Witness

2nd Witness

BY: _____

TITLE: _____

PHONE NUMBER: _____

IN WITNESS WHEREOF, the OWNERS has signed this instrument this _____ day of _____, 20__.

OWNER:

1st Witness

BUSINESS NAME [Click here to enter text.](#)
OWNER NAME, TITLE [Click here to enter text.](#)

2nd Witness

Accepted in _____, _____(City, State), this _____ day of _____ 20__, by the Board of County Commissioners in connection with and as part of the usual performance bond form as aforementioned.

ALL COMMISSIONER'S SIGNATURES
WITNESSED BY:

BOARD OF COUNTY COMMISSIONERS,
PORTAGE COUNTY, OHIO

1st Witness

COMMISSIONER [Click here to enter text.](#)- President

2nd Witness
President

COMMISSIONER [Click here to enter text.](#) - Vice

COMMISSIONER [Click here to enter text.](#)- Board
Member

REVIEWED BY:

APPROVED:

Assistant Portage County Prosecutor

PCWR DIRECTOR, P.E. [Click here to enter text.](#) /Director
Portage County Water Resources Department

DATE: _____

DATE: _____

This document was prepared by the Portage County Water Resources Department.

Project Name: **PROJECT NAME** Click here to enter text.
Project No.: **PROJECT NUMBER** Click here to enter text.

PERFORMANCE GUARANTEE FOR SANITARY SEWERAGE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENT, that CONTRACTOR NAME Click here to enter text., hereinafter referred to as the DEVELOPER, agrees to be held and firmly bound unto the Board of County Commissioners, Portage County, Ohio hereinafter referred to as the COMMISSIONERS, in the full and just sum of XXX DOLLARS AND XXX CENTS Click here to enter text. (\$XXX.XXClick here to enter text.) good and lawful money well and truly to be made, does hereby jointly and severally bind the DEVELOPER, the DEVELOPER'S successors, executors and administrators and assigns to the faithful performance and construction of an 8 inch sanitary sewer main and all necessary appurtenances, hereinafter referred to as the "Improvements", for PROJECT NAME Click here to enter text.sewer project, County Project Number PROJECT NUMBER Click here to enter text., hereinafter called the "PROJECT". Said plans and specifications to be prescribed and approved by the Portage County Water Resources Department and subject to a later agreement between the DEVELOPER and the COMMISSIONERS for the construction of said "Improvements" for the "PROJECT".

The faithful performance of this Bond is secured by funds held in a **construction escrow** account at **BANK NAME** Click here to enter text. (**CITY, STATE** Click here to enter text.), hereinafter referred to as the BANK, to be disbursed in accordance with the terms of a later agreement between the OWNER and the BANK for the benefit of Portage County.

The conditions of this obligation are such, that whereas, the DEVELOPER has or will construct said "Improvements" in the **PORTAGE COUNTY REGIONAL SEWER DISTRICT OR STREETSBORO SANITARY SEWER DISTRICT NO. 4** Click here to enter text., to provide sanitary sewer service to part of XX.XX Click here to enter text.acres of land located in TOWNSHIP Click here to enter text.Township Lot XXClick here to enter text. , Portage County, Ohio. Said parcel will be provided sanitary sewer service by the "PROJECT" in accordance with the terms of a later agreement between the DEVELOPER and the COMMISSIONERS and with plans and specifications on file with the Portage County Water Resources Department.

WHEREAS, the DEVELOPER shall bear the entire cost and expense of the construction of the "Improvements" until accepted for operation by the COMMISSIONERS.

NOW, THEREFORE, if the DEVELOPER constructs said "Improvements" in full accordance with the approved plans and specifications on file with the Portage County Water Resources Department, and until the COMMISSIONERS accept said "Improvements" the DEVELOPER shall maintain the entire operation in accordance with the rules and regulations of the Ohio Environmental Protection Agency subject to the final approval of all duly authorized Portage County authorities; and the said DEVELOPER shall save harmless the COMMISSIONERS and/or said Sanitary Sewer District and Portage County above mentioned against any and all claims, demands or suits by reason of the construction of the "Improvements" and will indemnify the COMMISSIONERS and/or said Sanitary Sewer District and Portage County against any and all expenses incurred in the completion of the Project and defense of any such suits or any damages, judgments, or decrees, which might be awarded against the COMMISSIONERS and/or said Sanitary Sewer District and Portage County because of any such suit.

IN WITNESS WHEREOF, the DEVELOPER has signed this instrument this _____ day of _____, _____.

1ST Witness

DEVELOPER: NAME [Click here to enter text.](#)

2nd Witness

NAME, TITLE [Click here to enter text.](#)



PORTAGE COUNTY WATER RESOURCES (PCWR)
PRIVATE PROJECT LIST OF REQUIRED SUBMITTALS

PROJECT NAME:
PCWR PROJECT NUMBER:
DATE:

- ☐ **CONTRACTOR REGISTRATION**
☐ **CLEAR WATER PERMIT** FOR EXISTING BUILDINGS (PORTAGE CO. HEALTH DEPARTMENT, 330-296-9919)

- ☐ **BUILDING LATERAL ONLY**
- ☐ Commercial Application
 - ☐ Permit Application and Fee
 - ☐ Contact Public Health Department for Clear Water Inspection
 - ☐ Purchase Capacity/Tap Fee
 - ☐ Schedule PCWR Construction Inspection

- ☐ **WATER AND/OR SEWER MAIN EXTENSION PROJECT**
NOTE: PCWR WILL NOT ISSUE SEWER OR WATER PERMITS ON PUBLIC EXTENSION PROJECTS UNTIL ACCEPTANCE BY THE PORTAGE COUNTY BOARD OF COMMISSIONERS

Final Ownership

Private	Portage County	
<input type="checkbox"/>	<input type="checkbox"/>	Application to Extend
<input type="checkbox"/>	<input type="checkbox"/>	Design Review Fee
<input type="checkbox"/>	<input type="checkbox"/>	Drawing Set: One (1) Hard Copy for Plan Review <small>Must include current PCWR design detail sheets.</small>
	<input type="checkbox"/>	Engineer's Construction Estimate
<input type="checkbox"/>	<input type="checkbox"/>	Commercial Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Ohio EPA Permit-to-Install: One (1) Hard Copy
<input type="checkbox"/>	<input type="checkbox"/>	Ohio EPA Approved Stamped Plans: Three (3) Hard Copies
	<input type="checkbox"/>	Sewer and/or Water Agreement: Three (3) Signed Copies by Owner and Board of County Commissioner's
<input type="checkbox"/>	<input type="checkbox"/>	Construction Service Fee Paid
	<input type="checkbox"/>	Performance Guarantee (110% of Engineer's Estimate) <small>Required for all projects in the public right-of-way and/or plat approval prior to construction and acceptance.</small>
<input type="checkbox"/>	<input type="checkbox"/>	Pre-construction Meeting with PCWR
	<input type="checkbox"/>	Easement Recorded (legal description with exhibit)
<input type="checkbox"/>	<input type="checkbox"/>	As-builts: Hard Copy, PDF file and CAD File (surveyor stamped)
	<input type="checkbox"/>	Affidavits of Payment (owner & contractor)
	<input type="checkbox"/>	Post-construction Maintenance Guarantee (5% of Engineer's Estimate) Can be escrow account or bond, typically one year from acceptance.
<input type="checkbox"/>	<input type="checkbox"/>	Permit Application and Fee
<input type="checkbox"/>	<input type="checkbox"/>	Purchase Capacity/Tap Fee

PCWR will require the above checked actions, items, documents, and/or fees over the course of your project. Please contact our customer service representative at 330.298.2066 should you have any questions.

Revised: 9-30-14, TLR