

BEDFORD COUNTY PUBLIC SERVICE AUTHORITY
OPERATING POLICY MANUAL

Chapter: Wastewater System
Document Number: 6.12
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Issue (Effective) Date: March 23, 2010
Approval Date: March 19, 2010
Approved By: Executive Director

SMALL GRINDER PUMP AGREEMENT

Section 1. PURPOSE

This agreement is to be executed between the Bedford County Public Service Authority (“Authority”) and the home owner, business, property owner, developer, and/or user of the small grinder pump system, hereinafter called the “USER.” It does not create any third party contract or third party beneficiary rights, and it is not intended to do so. This Users Agreement (“AGREEMENT”) must be fully executed in order to obtain service as per the requirements in the AUTHORITY’s pressure sewer policy (“POLICY”).

Section 2. AGREEMENT

A. Basic Information:

1. Being that the USER desires to purchase sewer service from the AUTHORITY, and that a pump is necessary to receive this service, the USER is choosing to enter into this AGREEMENT. Under the terms of the POLICY, a small grinder pump (“SGP”) will be necessary to provide sewer service to the USER; the USER agrees that the SGP will be installed on their property at a location that is accessible by the AUTHORITY. Included as part of the SGP is the grinder pump station (which includes the pump, motor, wetwell storage tank, controls system, and appurtenances) as well as the service forcemain and the associated valves and wiring.
2. The SGP will operate automatically to convey the sewage from the USER to the AUTHORITY’s collection system. Should the SGP fail to operate correctly, a warning light will alert the USER of the failure and the USER must then in turn contact the AUTHORITY immediately to prevent a sewage discharge on or in the USER’s property.

B. USER’s Responsibility: Under this agreement, the USER has the responsibilities listed below related to the installation and maintenance of the SGP. Failure to follow any of the following responsibilities may cause this agreement to become null and void.

1. Acceptance of this AGREEMENT is acknowledged by the execution of this document.
2. The USER must pay all applicable connection fees and charges, and agree to pay all continual usage and maintenance charges, as documented in the AUTHORITY’s current schedule of water and sewer rates.
3. The USER shall obtain all necessary permits for the work to be performed.
4. Allow AUTHORITY personnel full and unrestricted right of ingress and egress onto and through the property where the SGP is located for the purpose of inspecting and maintaining the SGP. Said right of entry is hereby granted as a part of this AGREEMENT, and no further easement is therefore required.
5. The installation of the SGP will be performed for the USER by a licensed plumber or licensed contractor (“installer”) with successful experience installing similar systems. The selection of the installer is the responsibility of the USER, but the installer’s qualifications must be reviewed by the AUTHORITY to ensure that the installer is capable of adequately performing the work. The USER will contract directly with the installer, and the USER will pay all cost associated with this installation directly to the installer.
6. The SGP construction of the system must be in accordance with the latest addition of the AUTHORITY’s master specifications. A copy of the master specification must be kept onsite at all times during the construction of the SGP system.

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7. Provide material submittals to the AUTHORITY at least two (2) full weeks prior to the start of any construction.
8. Notify the AUTHORITY at least three (3) full working days prior to the commencement of any construction taking place.
9. Install and maintain all gravity laterals from the house to the cleanout located at the pump station.
10. Minimize the construction of any improvement around the SGP and service line; this includes, but is not limited to, trees, shrubs, fences, landscaping, driveways, and other permanent structures. The AUTHORITY should be contacted prior to the construction of these improvements to ensure that there is no conflict with the SGP. A minimum clearance of five (5) feet shall be maintained in all directions around the SGP for proper maintenance; if the AUTHORITY finds it necessary to remove any improvements around the SGP, they may do so without warning and they will not be held responsible for the replacement or reimbursement of the removed improvements.
11. USER shall provide, and pay for, proper current and voltage electrical power to the pump station at all times. During power outages, the USER must reduce the wastewater flow to the SGP to an absolute minimum. An electrical disconnect switch shall be provided within site of the pump station, and in a location that is accessible at all times.
12. Maintain proper grading around the pump station to ensure runoff does not collect around the station, as well as not covering the stations access cover, vents, bypass box, or other controls.
13. Care shall be taken to prevent items that may damage the pump station from being transferred to the pump station through the lateral. Such items include any petroleum based products, cleaning solvents, paint thinners, egg shells, seafood shells, grease, gravel, glass, metal objects, or other sharp and hard objects.
14. The USER is responsible for all damage to the SGP resulting from negligence; this includes, but is not limited to, lawn care equipment, vehicular traffic, unauthorized excavation, the transfer of damaging items into the SGP through the service lateral, or any willful damage.
15. USER shall ensure that all sewage being transmitted to the AUTHORITY shall be in conformance with the current Pretreatment Ordinance as adopted by Bedford County.
16. The USER shall notify the AUTHORITY immediately of any failure or alarming of the SGP, and the AUTHORITY is indemnified for any damages that may arise due to failure of such notification.
17. USER shall provide the AUTHORITY with a letter of warranty from the installer, guaranteeing the work for a period of one year after the installation, as well as a bill of sale / quitclaim to ensure that all payments have been made to the installer by the USER.

C. AUTHORITY's Responsibility: Under this agreement, the AUTHORITY has the following responsibilities related to the installation and maintenance of the SGP:

1. Aid the USER in the design of the SGP, including choosing the best location for the pump station and determining the connection point.
2. Verify capacity in the public sewer system to accept the addition flows from the installation of this SGP.
3. Review the qualification of the installer, as selected by the USER, and notify the USER if there are any reasons to believe that any installer is not capable of properly performing the work.
4. Review and approve the material submittals as provided by the USER.

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5. Before the facilities are accepted into the public sewer system, the AUTHORITY has the right to perform inspections of the installation of the SGP. A final inspection may be conducted, and this agreement may be terminated if the SGP does not pass inspection.
6. Make any repairs to the SGP related to routine wear and tear; these repairs include the parts and labor necessary to make such repairs.
7. Respond promptly to any emergencies related to the SGP, twenty four (24) hours a day, seven (7) days a week.
8. Restore the site of any repair work to the condition that existed prior to the repair being made. Any improvements that are removed within five (5) feet of the SGP will not be replaced.
9. Prepare record drawings showing the location of the SGP facilities as constructed.

D. In Case of Emergency: Should the warning light become lit at the pump station, or should sewer service get interrupted to the USER in any way, the AUTHORITY must be contacted immediately by using the following procedure:

1. Contact the AUTHORITY's regular office phone number, day or night, at 540-586-7679.
2. If the call is placed during regular office hours (8:30am to 5:00pm Monday through Friday), you can reach a Customer Service Representative by dialing extension 4 after the greeting.
3. If the call is placed outside of regular office hours, you can reach the AUTHORITY's dispatch personnel by dialing extension 9 after the greeting, and following the directions on the outgoing message.

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E. USER Acceptance:

The USER agrees to the terms of this AGREEMENT, and thus executes this agreement with the following signatures and seals:

Date of Signature

Service Address or Location

City, State, Zip

Premise ID

Printed USER Name

USER Signature

F. USER Declines Agreement:

The USER does not agree to the terms of this AGREEMENT, and thus declines this agreement with the following signature and seals thereby relieving the Bedford County Public Service Authority of all maintenance responsibility to their small grinder pump station.

Date of Signature

Service Address or Location

City, State, Zip

Premise ID

Printed USER Name

USER Signature

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Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on December 16, 2008.

- B. This policy was modified with the following amendment:
 - 1. March 19, 2010, effective March 23, 2010:
 - a. Changed the name of the policy from Low Pressure Sewer System Agreement to Small Grinder Pump Agreement.
 - b. Section 2.B and Section 2.C.5 were clarified to state the denial of the agreement.
 - c. Section 2.F was added.
 - d. Section 3 Revisions was added.