

Martin County Sanitation District
SEWER USER AGREEMENT

This Agreement entered into between _____.

Hereinafter called *User*, and the **Martin County Sanitation District**, hereinafter called the *Supplier*.

WITNESSETH

WHEREAS, the *User* desires to use the sewer services of the Martin County Sanitation District, and to enter into a Sewer *User* agreement as required by the *Supplier*.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The *Supplier* shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, a sewer system in connection with *User's* occupancy of the following described property:

The *User* agrees to grant to the *Supplier*, its successors and assigns, a perpetual easement in, over, through, under, and upon the above described land, with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove sewer lines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the *User* for the purpose of ingress to and egress from the above described lands.

The *User* hereby agrees to connect to the sewer system of the *Supplier*. The connection fee of the sewer system is \$_____.

The *User* agrees to comply with and be bound by the Bylaws, Rules and Regulations of the *Supplier* now in force or as hereafter duly and legally supplemented, amended or changed. The *User* also agrees to pay sewer charges at such rates, time and place as shall be determined by the *Supplier*, and agrees to the imposition of such penalties for noncompliance as are now set out in the *Supplier's* Bylaws, Rules and Regulations, or which may be hereafter adopted and imposed by the *Supplier*. The monthly rates will be reasonable and the *User* shall comply with all rates, rules and regulations of the *Supplier* which are approved by the District.

The *Supplier* shall have final authority on any questions or location of any service line connection to its sewer system; and may shut off water to a *User* who allows a connection or extension to be made to such sewer lines for the purpose of supplying sewer service to another *User*.

The *User* shall install and maintain, at *User's* expense, service lines on *User's* Property and all other devices necessary to deposit *User's* sewage into the *Supplier's* sewer. Service lines material and installation must be in accordance with the State Plumbing Code as administered by the Division of Plumbing, Department of Housing, Building and Construction. All work is to be inspected by a representative of the *Supplier* before the service line is backfilled. The *User* shall keep the service line and appurtenances in good working condition at all times and keep any infiltration from entering the service line. The *User* shall not deposit sewage in such a manner as to cause unusual fluctuations or disturbances to *Supplier's* system. The *Supplier* will use reasonable diligence in supplying sewer services, but shall not be liable for breach of contract in the event of injury, damage to persons or property, or for loss resulting from interruptions in service. The service connection supplied by the *Supplier* for the *User* has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the *Supplier*. Failure to give notice of additions or changes in load and to obtain the *Supplier's* consent for same, shall render the *User* liable for any damage to any of the *Supplier's* lines or equipment caused by the additional or changed installation.

The *User* shall connect sewer service lines to the *Supplier's* collection system and shall commence to use sewer services of the system on the date the sewer collection lines is made available to the *User* by the *Supplier*. Sewer *User* charges to the *User* shall commence on the date service is made available, regardless of whether the *User* connects to the system.

It is mutually understood and agreed upon that the failure of a *User* to pay sewer service charges duly imposed shall result in the automatic imposition of the following penalties:

1. Accounts having no payment received by the due date will be subject to a penalty of ten percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the *User's* property.
3. In the event it becomes necessary for the *Supplier* to shut off the water from a *User's* property, a fee of \$_____ will be charged for a reconnection of the service. The *User* will also be required to pay all delinquent accounts and pay the minimum sewer and water bill for the time the water meter was disconnected, unless otherwise agreed to in writing.

If the sewer system is constructed, and the *User's* property covered by this Agreement is not reached by the *Supplier's* sewer line, the connection fee will be fully refunded to the *User*. Construction of sewer lines to serve the property covered under this Agreement depends upon feasibility, availability of funds for construction and approval of all local, State and Federal agencies having jurisdiction over this type of facility.

THE *Supplier* DOES NOT GUARANTEE SEWER SERVICE TO THE *User*.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS agreement this _____ day of _____, 20_____.

User

WITNESS:

MARTIN COUNTY SANITATION DISTRICT
NAME OF *Supplier*)

ATTEST:

BY: _____
(TITLE)

MARTIN COUNTY UTILITY BOARD

387 East Main Street Suite 140

INEZ, KY 41224

606-298-3885 OFFICE

606-298-4913 Fax

Utilities Service Application

Customer Name _____

Driver's License Number _____ SSN _____

Renting _____ Landlord _____ Move In Date _____

Buying _____ Previous Owner _____ Closing Date _____

Spouse Name _____ SSN _____

Service Address _____

Mailing Address _____

Telephone Number _____

Have you or your spouse had service with Martin County Utility Board before? _____

If so, what address? _____

Service(s) Requested: Water? _____ Sewer? _____

WO# Water _____

WO# Sewer _____

Directions to Residence: _____

Description of House: _____

MARTIN COUNTY UTILITY BOARD
387 E MAIN ST, SUITE 140
INEZ, KY 41224

Phone 606-298-3885

Fax 606-298-4913

GRINDER PUMP AGREEMENT

Section 1. PURPOSE

This agreement is to be executed between the Martin County Sanitation District (MCSD) and the homeowner, business, property owner, developer, and/or user of the grinder pump system, hereinafter called the "CUSTOMER". It does not create any third-party contract or third-party beneficiary rights, and it is not intended to do so. This Customer Agreement ("AGREEMENT") must be fully executed in order to obtain service as per the requirements in the MCSD's pressure sewer policy ("POLICY").

Section 2. AGREEMENT

A. Basic Information:

1. Being that the CUSTOMER is required to purchase sewer service from the MCSD, and that a pump is necessary to receive this service, the CUSTOMER is choosing to enter into this AGREEMENT. Under the terms of the POLICY, a grinder pump ("GP") will be necessary to provide sewer service to the CUSTOMER, the CUSTOMER agrees that the GP will be installed on their property at a location that is accessible by the MCSD.
2. The GP will operate automatically to convey the sewage from the CUSTOMER to the MCSD's collection system. Should the GP fail to operate correctly, a warning light will alert the CUSTOMER of the failure and the CUSTOMER must then in turn contact the MCSD immediately to prevent a sewage discharge on or in the CUSTOMER's property.

B. CUSTOMER's Responsibility

1. Acceptance of this AGREEMENT is acknowledgment by the execution of this document.
2. The CUSTOMER must pay all applicable connection fees and charges, as documented in the MCSD's current schedule of water and sewer rates.
3. Allow MCSD personnel full and unrestricted right of ingress and egress onto and through the property where the GP is located for the purpose of inspecting and maintaining the
4. GP. Said right of entry is hereby granted as a part of this AGREEMENT, and no further easement is therefore required.
5. Install and maintain all gravity laterals from the house to the cleanout located before the pump station.
6. Minimize the construction of any improvement around the GP and service line: this includes but is not limited to trees, shrubs, fences, landscaping, driveways, and other permanent structures.

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The MCSD should be contacted prior to the construction of these improvements to ensure that this is no conflict with the GP. A minimum clearance of five (5) feet shall be maintained in all directions around the GP for proper maintenance; if the MCSD finds it necessary to remove any improvements around the GP, they may do so without warning and they will not be held responsible for the replacement or reimbursement of the removed improvements.

7. CUSTOMER shall provide, and pay for, proper current and voltage electrical power to the pump station at all times. During power outages, the CUSTOMER must reduce the wastewater flow to the GP to an absolute minimum. An electrical disconnect switch shall be provided within site of the pump station, and in the location that is accessible at all times.
8. 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.
9. Care shall be taken to prevent items that may damage the pump stations from being transferred to the pump station through the lateral. Such items include any petroleum-based products, cleaning solvents, paint thinners, eggshells, seafood shells, grease, gravel, glass, metal objects, wipes of any kind, latex or rubber, needles or syringes, or other sharp and hard objects.
10. The CUSTOMER is responsible for all damage to the GP resulting from negligence; this includes, but is not limited to, lawn care equipment, vehicular traffic, unauthorized excavation, the transfer of damaging items into the GP through the service lateral, or any willful damage.
11. CUSTOMER shall ensure that all sewage being transmitted to the MCSD shall in conformance with the current Pretreatment Ordinance as adopted by Martin County.
12. The CUSTOMER shall notify the MCSD immediately of any failure or alarming of the GP, and the MCSD is indemnified for any damages that may arise due to failure of such notification.

C. MCSD's Responsibility

1. Aid the CUSTOMER in the design of the GP, including choosing the best location for the pump station and determining the connection point.
2. Perform installation of grinder pump station at appurtenances.
3. Make any repairs to the GP related to routine wear and tear; these repairs include the parts and labor necessary to make such repairs.
4. Respond promptly to any emergencies related to the GP, twenty-four (24) hours a day, seven (7) days a week.
5. Any improvements that are removed within five (5) feet of the GP will not be replaced.

**MARTIN COUNTY UTILITY BOARD
387 E MAIN ST, SUITE 140
INEZ, KY 41224**

Phone 606-298-3885

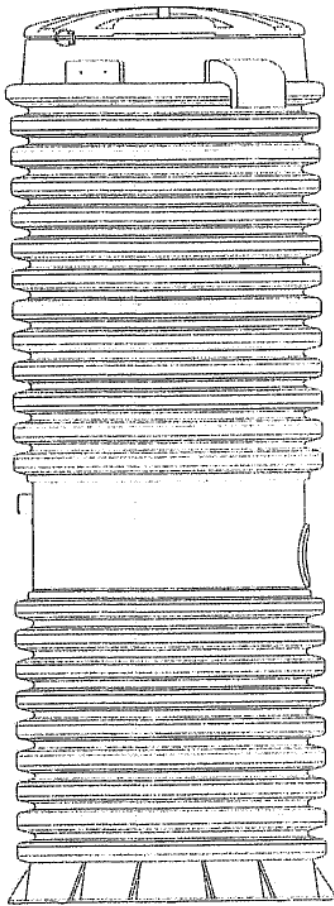
Fax 606-298-4913

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

1. Contact the MCSD'S regular office phone number, at (606) 298-3885.

User Instructions for your Grinder Pump



Care and Use of your Grinder Pump

Your grinder pump is capable of accepting and pumping a wide range of materials. Regulatory agencies advise that the following items should not be introduced into any sewer, either directly or through a kitchen waste disposal unit:

Glass	Diapers, socks, rags or cloth
Metal	Latex or Rubber
Wipes of any kind	Plastic objects (toys, utensils, etc.)
Needles/Syringes	Sanitary napkins or tampons
Seafood shells	Kitty litter
Goldfish stone	

In addition, you must **never** introduce into any sewer:

Explosives	Strong chemicals
Flammable material	Gasoline
Lubricating oil and/or grease	

Periods of Disuse

If your home or building is left unoccupied for longer than a couple of weeks, perform the following procedure:

Purge the System. Run clean water into the unit until the pump activates. Immediately turn off the water and allow the grinder pump to run until it shuts off automatically.

Duplex Units. Special attention must be taken to ensure that both pumps turn on when clean water is added to the tank.

Caution: Do not disconnect power to the unit

General Information

In order to provide you with suitable wastewater disposal, your home is served by a low-pressure sewer system. The key element in this system is your grinder pump. The tank collects all solid materials and effluent from the house. The solid materials are then ground to a small size suitable for pumping as a slurry with the effluent water. The grinder pump generates sufficient pressure to pump this slurry from your home to the wastewater treatment plant.

Power Failure

Your grinder pump cannot dispose of wastewater without electrical power. If electrical power service is interrupted, keep water usage to a minimum.

Pump Failure Alarm

Your grinder pump has been manufactured to produce an alarm signal (120 volt) in the event of a high-water level in the basin. The installer must see that the alarm signal provided is connected to an audible and/or visual alarm in such a manner as to provide adequate warning to the user that service is required. During the interim prior to the arrival of an authorized service technician, water usage must be limited to the reserve capacity of the tank.

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E. CUSTOMER Acceptance:

The CUSTOMER 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 CUSTOMER Name

CUSTOMER Signature

F. CUSTOMER Declines Agreement:

The CUSTOMER does not agree to the terms of this AGREEMENT, and thus declines this agreement with the following signature and seals thereby relieving the Martin County Sanitation District of all maintenance responsibility to their grinder pump station.

Date of Signature

Service Address or Location

City, State, Zip

Premise ID

Printed CUSTOMER Name

CUSTOMER Signature