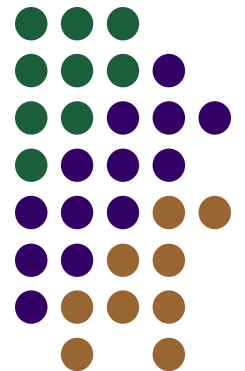


TOWN OF CLOVER



Low Pressure Sewer Policy

2014

Town of Clover, South Carolina
LOW PRESSURE SEWER POLICY

I. PURPOSE AND RESPONSIBILITIES

- A. The purpose of this policy is to set forth procedures by which lots may be served by low pressure sewer systems (LPSS).
- B. Acknowledging the regulations promulgated by the South Carolina Department of Health and Environmental Control (SCDHEC), the Town of Clover Water/Sewer Department (Town) will be the permittee and accept authority over all low pressure sewer systems from the grinder pump to the street main connection and all low pressure street mains and appurtenances. However, installation, operation and maintenance of the grinder pumps, associated controls and appurtenances, and piping to the service connection box at the street right-of-way shall be the sole responsibility of others as herein set forth in this Policy.
- C. The Town shall be responsible for owning, operating, and maintaining only the force main, valves, and appurtenances located within the public road rights-of-way. The property owner of any lot served by the LPSS (hereinafter "Owner") shall be responsible for installing, owning, operating and maintaining the pump unit, force main, valves, and appurtenances located on Owner's lot. The Owner shall be responsible for all electrical utility cost to operate the pump along with routine operating and maintenance cost for the pump station and force main located on the Owner's lot.

II. CONDITIONS FOR CONSIDERATION

The following conditions must be present for a Low Pressure Sewer System to be considered for approval under this Policy:

- A. When the topography of the site is not conducive to standard gravity sewer which requires the use of more than two major lift stations.
- B. When the gravity sewer to service the site will result in gravity sewer at depths greater than twelve (12') feet.

III. REVIEW PROCEDURES

- A. All design plans for low pressure sewer systems shall include specific details of the grinder pump unit, controls, and associated piping and shall be approved by SCDHEC. All grinder pumps shall be of new manufacture at the time of installation and shall be by suppliers with a minimum of five years experience in the manufacture of such units, referenced in item IV-E below.
- B. Upon issuance of a willingness to serve letter for the project, the design engineer may proceed with submission to SCDHEC for plan approval. However, construction may not commence until execution of a Low Pressure Sewer Extension Agreement (LPSEA), as set forth herein. The LPSEA is an agreement between Town and the Developer/Builder that sets forth the terms and conditions under which the Developer/Builder may, at his

own expense, proceed with sewer installation, and, after which, with successful testing, inspection, and certification and donation to Town, including where applicable any necessary rights-of-way or easements, may obtain sewer service.

IV. DEVELOPER/BUILDER REQUIREMENTS FOR GRINDER PUMP UNIT OPERATION AND MAINTENANCE

- A. Where a low pressure sewer system is utilized, the Developer/Builder shall include in all agreements with a subsequent Buyer the requirement that there be executed at closing of the property purchase the Sewer Pump Unit Addendum.
- B. The Developer/Builder shall include a requirement in all agreements with Buyer(s) that the grinder pump units to be furnished shall meet the requirements of this Policy.
- C. The Developer/Builder shall provide Town a copy of the executed and recorded Sewer Pump Unit Addendum within fifteen (15) business days of closing.
- D. The Developer/Builder shall provide to the Buyer and the Town the manufacturer's Operation and Maintenance Manual for the grinder pump unit, the name of the installer, and the names of at least two companies licensed and qualified, as determined by the Town, to provide maintenance and repair of the unit. The Builder, through his installer, shall thoroughly and fully instruct the Buyer in the alarm function and operation of the grinder pump unit.
- E. To the extent feasible, the Developer/Builder shall utilize the same manufacturer for all grinder pump units within the low pressure sewer system. Grinder pumps must be approved in writing by the Town and shall be equal to Hydromatic or Zoeller or such other manufacturer as designated by the Town.

V. HOMEOWNER REQUIREMENTS FOR GRINDER PUMP UNIT OPERATION AND MAINTENANCE

- A. All costs associated with operation and maintenance of the Owner's sewer components shall be the responsibility of the Owner, including power costs, pump system repairs, on-site service line repairs, solids interceptor tank maintenance as prescribed by SCDHEC regulations (solids shall be removed from tanks and properly disposed of approximately every three years for residential units and once a year for businesses), pump tank, or any other operation and/or maintenance cost for the Owner's on-site sewer components.
- B. Owner shall prevent unacceptable materials from entering the system including solids; toxic wastes; water from yard and roof drains, catch basins, swimming pools, heat pumps, and other sources of storm water; and oil, greases or any petroleum products.
- C. The Owner must convey through the Sewer Pump Unit Addendum an easement of seven and one half (7½') feet on each side of the pump line from the grinder pump unit to the Town of Clover.

VI. ADDITIONAL PROVISIONS

- A. Nothing in this Policy shall be construed to imply that Town has any contractual obligation whatsoever for installation of any component of the low pressure sewer system.
- B. Town shall have the right at any time to inspect any component including the grinder pump unit of the low pressure sewer system.
- C. Nothing in this Policy shall be construed to imply that any other alternative or innovative sewer collection system is covered by this Policy.
- D. As stated in the Sewer Pump Unit Addendum, Town shall at all times have right of ingress and egress to inspect, operate, maintain, and repair the grinder pump units if the owner fails to do so after ten (10) days' notice to the satisfaction of the Town or if an emergency situation arises. The Town shall have the right to temporarily discontinue service in the event of an emergency repair. The Town shall assess and collect through the water/sewer billing and collection program 1.5 times the cost of any repair or maintenance deemed necessary. The Town shall take any other action as may be required to fulfill the conditions of the sewer collection permit issued by SCDHEC.
- E. As stated in the Sewer Pump Unit Addendum, Town shall at all times have the right to discontinue (cut off) water service to any Owner for failure to pay maintenance cost, repair cost, billing cost and administrative cost in accordance with this and other Town Policies regulating payments for utility services.
- F. The Owner shall hold the Town of Clover harmless for any damages to landscaping, fencing laws, grassing and any other such items that are damaged during the repair and/or maintenance of the grinder pump, force main and appurtenances.

Town of Clover, South Carolina
LOW PRESSURE SEWER EXTENSION AGREEMENT (LPSEA)

WHEREAS, the Town of Clover Water/Sewer Department (hereinafter "Town") has reviewed and approved Low Pressure Sewer system plans submitted by _____ (hereinafter "Developer/Builder") for the property identified as Tax Map Number _____ and generally located at _____ (hereinafter "Property").

WHEREAS, this Low Pressure Sewer Extension Agreement sets forth the terms and conditions under which the Developer/Builder may, at his own expense, proceed with sewer installation; and, after which, with successful testing, inspection, and certification and donation to Town, including where applicable any necessary rights-of-way or easements, may obtain sewer service with the Town of Clover.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants contained herein, Town and Developer/Builder do hereby mutually agree as follows:

I. DEVELOPER/BUILDER REQUIREMENTS FOR GRINDER PUMP UNIT OPERATION AND MAINTENANCE

- A. Where a low pressure sewer is utilized, the Developer/Builder shall include in all agreements with a Buyer of the property, or any part thereof, the Sewer Pump Unit Addendum that shall be executed at the closing of the home purchase.
- B. The Developer/Builder shall include a requirement in all agreements with Buyer(s) of the property, or any part thereof, that the grinder pump units to be furnished shall meet the requirements of the Low Pressure Sewer Policy.
- C. The Developer/Builder shall provide to Town a copy of the Sewer Pump Unit Addendum executed and recorded by said Buyer within fifteen (15) business days of closing.
- D. The Developer/Builder shall provide to the said Buyer and the Town the manufacturer's Operation and Maintenance Manual for the grinder pump unit, the name of the installer, and the names of at least two companies licensed and qualified, as determined by the Town, to provide maintenance and repair of the unit. The Developer/Builder, through his installer, shall thoroughly and fully instruct the Buyer in the alarm function and operation of the grinder pump unit.
- E. To the extent feasible, the Developer/Builder shall encourage the Builder(s) of homes on the property to utilize the same manufacturer for all grinder pump units. Grinder pumps must have prior approval, in writing, by the Town and shall be equal to Hydromatic or Zoeller or such other manufacturer as designated by the Town.

II. ADDITIONAL PROVISIONS

- A. Nothing in this Policy shall be construed to imply that Town has any contractual obligation whatsoever for installation of any component of the low pressure sewer system.
- B. Nothing in this Policy shall be construed to imply that any other alternative or innovative sewer collection system is covered by this Policy.
- C. The Sewer Pump Unit Addendum must convey an easement to the Town of Clover of seven and one half (7½') feet on each side of the pump line from the grinder pump unit to the Owner's property line which shall be depicted on a plat of the Owner's lot and attached to and recorded with the Addendum.
- D. As stated in the Sewer Pump Unit Addendum, Town shall at all times have right of ingress and egress to inspect, operate, maintain, and repair the grinder pump units if the Developer/Builder or Owner fails to do so after ten (10) days' notice to the satisfaction of the Town or if an emergency situation arises. The Town shall have the right to temporarily discontinue service in the event of an emergency repair. The Town shall assess and collect through the water/sewer billing and collection program 1.5 times the cost of any repair or maintenance deemed necessary. The Town shall take any other action as may be required to fulfill the conditions of the sewer collection permit issued by SCDHEC.
- E. As stated in the Sewer Pump Unit Addendum, Town shall at all times have the right to discontinue (cut off) water service to any Buyer for failure to pay maintenance cost, repair cost, billing cost and administrative cost in accordance with this and other Town Policies regulating payments for utility services.
- F. The Buyer shall hold the Town of Clover harmless for any damages to landscaping, fencing laws, grassing and any other such items that are damaged during the repair and/or maintenance of the grinder pump, forcemain and appurtenances.

FOR THE DEVELOPER/BUILDER

FOR THE TOWN OF CLOVER

By: _____

By: Allison B. Harvey

Its: _____

Its: Town Administrator

Date: _____

Date: _____

Witnesses as to Owner:

Witnesses as to Town:

| | | |
|-------------------------|---|--------------------------|
| STATE OF SOUTH CAROLINA |) | |
| |) | |
| COUNTY OF YORK |) | SEWER PUMP UNIT ADDENDUM |
| |) | |
| TOWN OF CLOVER |) | AGREEMENT, COVENANT, AND |
| AND |) | EASEMENT |
| _____ , OWNER |) | |

WHEREAS, We/I, _____,
are/am the owner of Lot _____, in the _____
subdivision at _____ (address) in the Town of Clover, South
Carolina, being more particularly described on Exhibit A, attached hereto; and

WHEREAS, the said Lot is served with water and/or sewer from the Town of
Clover; and

WHEREAS, the design of the sewer system and the plans approved by South
Carolina Department of Health and Environmental Control (SCDHEC) and the Town of
Clover dictates that the above referenced property will require the installation of a
grinder pump unit and appurtenances to facilitate connection to the low pressure sewer
main.

NOW, THEREFORE, the undersigned do/does hereby covenant, agree and
warrant that the following conditions shall be adhered to in the installation, maintenance,
operation, and use of the grinder pump unit and all components of the low pressure
sewer connection to the Town of Clover Sewer System:

1. The Owner covenants and agrees to comply and conform to all the terms and
conditions of the Town of Clover Low Pressure Sewer Policy, as the same
may be amended from time to time. It shall be the duty and responsibility of
the Owner to keep up with changes to the policy.

2. The Owner covenants and agrees to fully operate the grinder pump unit in a
manner applicable to such equipment and to maintain the pump unit in good
working order, including provision of routine and emergency repairs as may
be required, by a licensed, reputable Contractor experienced with such
equipment.

3. All costs associated with operation and maintenance of the Owner's sewer
components shall be the responsibility of the Owner, including power costs,
pump system repairs, on-site service line repairs, solids interceptor tank
maintenance as prescribed by SCDHEC regulations (solids shall be removed
from tanks and properly disposed of approximately every three years for
residential units and once a year for businesses), pump tank, or any other

operation and/or maintenance cost for the Owner's on-site sewer components.

4. The Owner shall prevent unacceptable materials from entering the system including solids; toxic wastes; water from yard and roof drains, catch basins, swimming pools, heat pumps, and other sources of storm water; and oil, greases or any petroleum products.
5. The Owner hereby grants to the Town of Clover an easement and right of ingress and egress to inspect, operate, maintain, and repair the grinder pump units if the Owner fails to do so after ten (10) days' notice to the satisfaction of the Town of Clover Water /Sewer Department or if an emergency situation arises. The Town shall have the right to temporarily discontinue service in the event of an emergency repair. The Town shall have the right to take such other action as may be required to fulfill the condition of the sewer collection permit issued by SCDHEC. Nothing herein shall create a duty on the part of the Town to take any action set forth herein. The easement herein granted shall extend seven and one-half (7 ½') feet on each side of the pump line from the grinder pump to the Owner's property line.
6. The Owner covenants and agrees that, in the event that Owner fails to properly operate and maintain the grinder pump unit which results in the need for maintenance or repairs by the Town, that the Owner will reimburse the Town promptly for any expenses incurred by the Town for maintenance or emergency repairs as may be required to maintain continuous sewer service, plus an additional 50% of any such cost for administration, billing, and collection. The Owner grants to the Town the right to terminate water and sewer service to the Owner's lot for failure to reimburse the Town for the cost described above. The Owner agrees to make all payments in accordance with the Town's Utility Ordinances.
7. The Owner agrees to maintain free of obstruction, access to the pump unit and associated piping and to hold harmless representatives of the Town with respect to damage to any obstruction, including landscaping, as may occur during maintenance or repairs deemed necessary by the Town.
8. The covenants and agreements set forth herein shall be covenants running with the land.
9. The Sewer Pump Unit Addendum, Agreement, Covenant and Easement shall be recorded in the Office of the York County Clerk of Court and shall be binding in all respects upon the Owner and the Owner's heirs, successors, personal representatives, assigns, grantees, and future owners of the property described herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the date first above written.

Signed, Sealed and Delivered
In the Presence of:

WITNESSES:

OWNER:

Signature of Witness #1

(Signature of Individual)

Signature of Witness #2

(Signature of Add'l Property Owner if applicable)

STATE OF _____
(Insert name of State where notarized)

PROBATE

COUNTY OF _____
(Insert name of County where notarized)

PERSONALLY APPEARED before me the undersigned witness, who, first being duly sworn, deposes and says that (s)he saw the within named Owner(s) sign, seal and deliver the within Sewer Pump Unit Addendum: and, that (s)he, with the other witness whose signature appears above, witnessed the execution thereof.

Sworn to before me this ____ day of _____, 2____.
(Insert day, month and year witness signed before the Notary Public)

(Signature of Notary Public)

(Signature of Witness #1 or #2)

Notary Public for _____
(Insert Notary Public's State)

My Commission expires: _____
(Insert date the Notary Public's Commission expires)
(Affix the Notary Public's seal over Notary Public's signature, in all States other than South Carolina)

Town of Clover, South Carolina
LOW PRESSURE SEWER POLICY
Town of Clover Water/Sewer Department (WSD)

FEE SCHEDULE

Application/Review Fee: Minimum of \$300 or \$30 per lot, whichever is greater
[To cover cost of review of application, meetings and inspection.]

Emergency Repairs/Maintenance: 1.5 times the actual cost of the repair or
maintenance deemed necessary

Town of Clover, South Carolina
LOW PRESSURE SEWER POLICY
Town of Clover Water/Sewer Department (WSD)

QUALIFIED GRINDER PUMP MAINTENANCE FIRMS

In alphabetical order:

1. Brown's Heating and Plumbing – 803.222.7264
2. Carolina Lift Station – 704.400.2935
3. Doan's Plumbing – 803.628.0949
4. McCall Brothers Utilities – 704.309.0110