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SANITARY SEWER SERVICES AGREEMENT

26 This Sanitary Sewer Services Agreement ("Agreement") is made and entered into this day of December, 2008 by and between Grant County Sanitary Sewer District, One Farrell Drive, Crittenden, Kentucky 41030 ("District") and Daugherty Higdon and Griffith, a Kentucky General Partnership, c/o 7730 U.S. Highway 42, Suite C and B, Florence, Kentucky 41042 ("Owner").

WITNESSETH:

WHEREAS, the District is a duly authorized and established Sanitary Sewer District created by Ordinance of the Grant County Fiscal Court (Ordinance No. 26-2002-453) pursuant to the provisions of KRS 67.083 and KRS 67.715 which provides public sanitary sewage and wastewater collection and treatment in Grant County, Kentucky and,

WHEREAS, Owner is the fee title holder to a 56 pad mobile home park located on US Highway 25, Crittenden, Grant County, Kentucky and more particularly described in the attached Deed and Plat identified as Exhibit "A". Owner's mobile home park is generally known as Grant Mobile Home Park ("MHP") and,

WHEREAS, the Owner's tenants within the MHP are currently receiving sanitary sewage and wastewater services by a package sanitary sewage and wastewater treatment plant owned, maintained and operated by Owner and located at the MHP and,

WHEREAS, the District intends to extend sanitary sewage and wastewater service lines to the general vicinity of the MHP through its Phase I Expansion Project to provide Owner public sanitary sewer service and thereby remove from service the Owner's package sanitary sewage and wastewater treatment plant and,


WHEREAS, the parties hereto have agreed upon terms and conditions to provide for continuous sanitary sewage and wastewater treatment service to the MHP and Owner's tenants as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and undertakings hereinafter specified, the parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is as follows:

- (a) To provide for the removal of Owner's package sanitary sewage and wastewater treatment plant currently providing sanitary sewage and wastewater treatment for residents and tenants of Owner's MHP;
- (b) To provide for the collection and treatment of all sanitary sewage and wastewater from current and future tenants residing in Owner's MHP;

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- (c) To provide for the continuing maintenance, repair and/or replacement, where necessary, of necessary infrastructure located within the Owner's MHP for the collection and treatment of sanitary sewage and wastewater generated by current and future tenants residing in Owner's MHP;
- (d) To provide for the construction and placement of a Submersible Sewage Pump Station and related facilities ("Pump Station") at or near the location of the existing package sanitary sewage and wastewater treatment plant;
- (e) To establish the respective party's duties and responsibilities relating to the collection and treatment of sanitary sewage and wastewater generated by current and future tenants residing in Owner's MHP; and
- (f) To provide financial support and contributions from Owner to the District for the Phase I Sanitary Sewer Project.

This Agreement is entered into by the parties pursuant to the provisions of Title 807 KAR 5:011(13) as a "Special Contract".


## 2. DISTRICT AND OWNER'S RESPONSIBILITIES

Relating to the removal of the existing package sanitary sewage and wastewater treatment plant and construction of the proposed Pump Station, the obligations and responsibilities of the District and Owner shall be as follows:

### (a) District Responsibilities.

- (i) The District shall install, at the cost and expense of Owner, a Pump Station of sufficient size and capacity, as determined by the District's engineer, to provide for the collection and transmission of all sanitary sewage and wastewater generated by the MHP to the District's treatment plant. It is acknowledged by the parties that the Pump Station shall be constructed at or near the site of the existing package treatment plant. The Pump Station shall be constructed in conformity with all federal, state, local and district standards and specifications, including those contained Section 6 "Submersible Sewage Pump Station" of the District's standards and specifications (Exhibit "B").
- (ii) After construction of the Pump Station, the District shall be responsible for all future maintenance, repair and upkeep relating to the Pump Station at the District's cost and expense, unless otherwise provided for herein.
- (iii) The District shall use the Pump Station for the purpose of pumping from the MHP to the District's main transmission line all sanitary

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sewage and wastewater generated by Owner's current and future tenants residing in the MHP.

- (iv) The District shall be responsible for all utility charges, including electric, which may be necessary for the day-to-day operation of the Pump Station.
- (v) The District shall install a flow meter ("Flow Meter") adjacent to the Pump Station for the purpose of measuring the volume of sanitary sewage and wastewater flowing through the Pump Station. The District shall be responsible for maintaining the Flow Meter at its cost and expense unless otherwise provided for herein. The District shall test the Flow Meter per the manufacturer's specifications to insure its accuracy in measuring sanitary sewage and wastewater flows through the Pump Station. The District shall, at a minimum, test the Flow Meter consistent with any and all existing federal, state, local or district rules and regulations. If any federal, state, local or district rules and regulations are adopted subsequent to the execution of this Agreement which requires a more frequent testing of the Flow Meter, the District shall comply with those testing requirements.

Owner may, at any time during the term of this Agreement, request the District to test the Flow Meter to calculate its accuracy in measuring sanitary sewage and wastewater flows through the Pump Station. In the event that such test indicates that the Flow Meter is accurate within 6%, the Owner shall reimburse the District for the cost of such testing. In the event the Flow Meter test indicates that the Flow Meter is inaccurate at a rate greater than 3%, the District shall, at its cost and expense, replace and/or repair the Flow Meter to accurately measure sanitary sewage and wastewater flows through the Pump Station. In such event, the District shall be responsible for the cost of the requested Flow Meter test.

- (vi) The District shall be responsible for providing sanitary sewage and wastewater treatment services to all MHP tenants subject to the provisions set forth in paragraph 4 herein and all other Rules, Laws and Regulations of any and all federal, state or local governmental agencies and the District.
- (vii) It is contemplated by the parties hereto that sanitary sewage service to Owner's mobile home park will require the installation of transmission and collection lines over adjacent property owned by Norfolk Southern Railway. In the event that Norfolk Southern

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Railway should assess any License Fee, the District shall be responsible for all such License Fees charged.

- (viii) The District shall be responsible at its cost and expense to install any and all other transmission or collection lines as a part of the Phase I Extension Project which are reasonably necessary to provide adequate sanitary sewage collection and treatment to Owner's MHP.


**(b) Owner's Responsibilities.**

- (i) Owner shall provide the District with reasonable access, at no cost, (including permanent and temporary easements) to the site of the Pump Station to enable the District to reasonably construct and thereafter maintain the Pump Station.
- (ii) The Owner shall grant to the District temporary and permanent easements which may be reasonably necessary for the continued maintenance and operation of the Pump Station. Such easements shall include a permanent access easement to be granted to the District for the purpose of future maintenance, testing and repair of the Pump Station. Owner shall also provide temporary and permanent utility easements to provide electric service for the day-to-day operation and maintenance of the Pump Station. All permanent and temporary easements shall be in substantially that format as contained in the attached sample easement identified as Exhibit "C".

Any and all temporary or permanent easements reasonably necessary for the construction, maintenance and operation of the Pump Station contemplated herein shall be granted by Owner to District at no cost. At the execution of this Agreement, Owner and District acknowledge that the exact location, scope and extent of the temporary and permanent easement which are reasonably necessary to construct the Pump Station are unknown. The location, scope and extent of any temporary or permanent easements shall be determined by District's engineer. The District shall exercise all reasonable care and work with the Owner in locating the Pump Station site and the identification of any and all temporary or permanent easements necessary.

The Owner shall grant to the District any and all other temporary and permanent easements which may be reasonably necessary for the District to provide sanitary sewer service to the mobile home park, including but not limited to any additional force main or gravity line easements.

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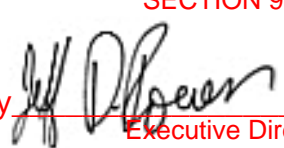
- (iii) Owner shall be responsible for the cost of the original construction of the Pump Station and all costs related to the installation of utility service, including electric and water service, to the Pump Station site. In the event that Phase 3 electric service is required for the operation of the Pump Station, the cost of delivering Phase 3 electric service to the Pump Station site shall be at the cost and expense of Owner.
- (iv) It is acknowledged by the parties hereto that the District will **not** use any portion of the existing package sanitary sewage treatment plant currently servicing the MHP. Owner shall be responsible for removing from service the existing package sanitary sewage and wastewater treatment plant at Owner's cost and expense. The District may, in its discretion, request of the Owner that the District be permitted to observe and oversee the removal of materials and equipment from the existing package sanitary sewage and wastewater treatment plant. If the District elects to oversee the removal, Owner shall reasonably notify the District of the time that the package sanitary sewage waste water treatment plant will be removed. At no time shall the Owner discharge or otherwise deposit any material, sludge or debris from the existing package sanitary sewer and wastewater treatment plant into the District's sanitary sewer lines without the prior consent of the District. Owner shall not damage or otherwise restrict the operation of the Pump Station during the period of removal of the package sanitary sewage and wastewater treatment plant.

**3. MHP INFRASTRUCTURE**

(a) It is acknowledged by the parties hereto that as of the execution of this Agreement there are existing sanitary sewer lines located within the MHP which were constructed and maintained by Owner and/or Owner's predecessor in title. Those collection and transmission lines are maintained for the purpose of collecting sanitary sewage and wastewater from Owner's tenants and delivery to the existing package sanitary sewage and wastewater treatment plant. Owner represents and warrants that the existing collection and transmission lines are in a reasonable state of repair. Owner further represents and warrants that it does not have a set of "as-built" plans and drawings which outline the location, size and configuration of the existing sanitary sewer lines within the MHP.

(b) After construction of the Pump Station by the District, Owner shall, at its sole cost and expense, continue to provide all future maintenance, repair, upkeep and/or replacement, where necessary, of the existing collection and transmission lines located within the MHP. In the event that any new or supplemental collection and/or transmission lines are necessary at any time in the future for the reasonable collection and delivery of sanitary sewage

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and wastewater to the Pump Station from MHP tenants, such supplemental collection and transmission line construction cost shall be completed by Owner at its sole cost and expense.

(c) In the event any existing or future constructed collection and transmission sewer lines located within the MHP require maintenance, repair and/or replacement, Owner shall notify the District of such anticipated construction, maintenance or repair. All future maintenance, repair, replacement and/or new construction of transmission or collection lines within the MHP shall be completed consistent with the then existing standards, specifications, rules and regulations imposed by any federal, state or local governmental agencies and the District.

(d) In the event the District determines that any of the existing or future constructed collection and transmission lines located within the MHP require maintenance, repair or replacement, the District shall forthwith notify the Owner of such determination. Upon notification, Owner shall undertake such repair, maintenance or replacement within a reasonable time. In the event Owner fails or refuses to undertake such necessary repair, maintenance or replacement within a reasonable time, the District may, in its absolute discretion, undertake such repair, replacement or construction and charge all such related costs to the Owner. Any and all such charges unpaid by Owner shall constitute a Lien upon the real estate of the MHP until paid.


(e) All construction of any future collection and/or transmission lines shall be constructed in conformity with all then existing federal, state, local and District laws, rules and regulations.

(f) In the event the District is required to initiate any action to enforce the provisions of this paragraph 3 for the collection of any sums expended by the District relative to the repair, maintenance and/or replacement of existing or future constructed collection and transmission lines within the MHP, Owner shall indemnify and hold harmless the District for any and all such cost incurred, including but not limited to reasonable attorney's fees and cost of collection.

**4. MHP TENANT SERVICE BILLING**

(a) The District shall be responsible for providing sanitary sewage and wastewater treatment for all current and future residents of the MHP as required by the District's then existing Tariff and Rate Schedule as approved by the Public Service Commission ("PSC").

(b) The District shall be responsible for providing billing of all tenants located within the MHP for sanitary sewage and wastewater treatment consistent with the District's then established and approved Rate Tariff. Owner shall not be responsible for the payment of any sanitary sewer charges assessed to Owner's tenants. Owner agrees that the District and its personnel shall have reasonable access to the MHP for the purpose of servicing any and all MHP tenants as may be reasonably necessary from time to time.

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**5. COMPLIANCE WITH EXISTING RULES AND REGULATIONS**

Owner agrees that it shall comply with all existing federal, state, local and district rules, laws, regulations, specifications and tariffs relating to the collection and transmission of sanitary sewage and wastewater from Owner's tenants to the point of the Pump Station. Owner agrees that it shall adopt rules and regulations for the MHP which shall incorporate any and all federal, state, local and/or District rules, laws and regulations relating to the disposal of sanitary sewage and wastewater into the District's sanitary sewage and wastewater treatment system. For purposes of this provision, Owner acknowledges that it has reviewed and is familiar with the existing Tariff, Standards and Specifications adopted by the District and approved by the PSC, copies of which are attached hereto and identified as Exhibit "D"; and the current Grant County Sanitary Sewer Ordinance, a copy of which is attached hereto and incorporated herein as Exhibit "E". In the event any such rules or regulations as contained in Exhibits "D" or "E" are altered, modified or otherwise changed, subsequent to the execution of this Agreement, Owner agrees that it shall amend it MHP's rules and regulations to reflect such amendments or changes.

**6. MHP EXPANSION**


It is acknowledged by the parties hereto that the Pump Station to be constructed by the District as provided for in paragraph 2(a) herein shall service only those current and future tenants residing in Owner's MHP based upon the current MHP capacity of approximately 60 mobile home pads. In the event that Owner should, subsequent to the execution of this Agreement, expand or otherwise increase the number of mobile home pads within the MHP over and above the current 60 pads, any and all infrastructure which may be necessary to accomplish such MHP expansion shall be constructed in conformity with the then existing rules and regulations, standards and specifications adopted by all federal, state or local governmental entity and the District. In the event of such expansion, the terms and conditions contained herein shall be binding upon the Owner and such MHP addition unless otherwise noted.

If any expansion of the existing MHP is undertaken by Owner subsequent to the execution of this Agreement and such expansion requires the installation of a higher capacity Pump Station to accommodate that expansion and/or any additional sanitary sewage and waste water generated thereby, any and all such cost incurred relative to the replacement and/or upgrade of the Pump Station shall be paid by Owner at Owner's cost and expense.

In the event of any expansion of the MHP, Owner shall take all reasonable steps to insure that sanitary sewage generated from the expanded MHP shall be piped directly to the Pump Station without using any current collection and transmission lines existing within the current MHP. If sanitary sewage service to the MHP expansion area can be accomplished without using collection and transmission lines constructed by Owner prior to the execution of this Agreement, the terms set forth in paragraph 7 of this Agreement shall not apply to the MHP expansion area. MHP expansion shall be constructed in complete conformity with all then existing federal, state, local and district rules, regulations and specifications.

In the event that any MHP expansion occurs and it is impractical to provide sanitary sewage transmission directly the Pump Station without using existing collection and

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transmission lines constructed by Owner prior to the execution of this Agreement, all of the terms and conditions set forth herein shall apply to the MHP expansion.

## 7. INFILTRATION CHARGES

It is acknowledged by the parties hereto that storm water, ground water or other materials and substances ("Infiltration") may from time-to-time enter the collection and transmission lines located within the MHP and discharged into the Pump Station to be constructed by the District. Owner represents and warrants that it has, in the period prior to the execution of this Agreement, taken all reasonable precautions and provided all reasonable maintenance and repair to the infrastructure, collection and transmission lines located within the MHP to prevent such Infiltration. Notwithstanding such due diligence, the parties acknowledge that Infiltration may enter the collection and transmission lines for discharge to the Pump Station and treatment plant of the District. As partial consideration for the delivery of sanitary sewage and wastewater service to the MHP, Owner agrees to be responsible for the cost incurred by the District in the treatment of such Infiltration passing through the Pump Station. Calculation of and charges for the treatment of all such Infiltration shall be determined as follows:

- (a) On the last day of each March, June, September and December following the construction of the Pump Station, the District shall read the Flow Meter located at the Pump Station to determine the gross volume of sanitary sewage and wastewater passing through the Pump Station.
- (b) The District shall calculate the number of gallons of sanitary sewage and wastewater generated by MHP residents during the three calendar month period preceding the reading of the Flow Meter. For purposes of this Agreement, the volume of sanitary sewage and wastewater flows generated by MHP tenants shall equal the total number of gallons of water purchased by all MHP residents as reflected in water consumption records of each tenant with Bullock Pen Water District during the three calendar month period preceding the Flow Meter reading.
- (c) The District shall calculate the amount of Infiltration flow by taking the total number of gallons passing through the Flow Meter at the Pump Station less the amount of gallons purchased by MHP residents as determined by Bullock Pen Water District's billing records. The excess shall be determined to be "Infiltration Flow".
- (d) Owner shall pay to the District a charge for the total Infiltration Flow based upon the District's then approved sanitary sewer rates as provided in its Tariff. For example, if the total sanitary sewage and wastewater flow through the Flow Meter at the Pump Station equals 1,490,000 gallons for the period October, November, December 2008; and the MHP residents purchase a total of 1,350,000 gallons of water for the same period based upon Bullock Pen Water District's water charges, Owner shall pay the

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District for 50,000 gallons of Infiltration Flow based upon sanitary sewer rates as contained in the District's then approved Tariff.

- (e) The District shall mail to the Owner on or before the 15<sup>th</sup> day of the month following the Flow Meter reading a notice of charges identifying the calculations and charges billed for that quarter. Owner shall pay to the District the amount charged to Owner on or before the 30<sup>th</sup> day of the month following the Flow Meter reading. In the event Owner should fail to pay such charge within 15 days, the outstanding Pump Station charges shall bear interest at the rate of 1% per month until paid. Unpaid charges for Infiltration Flow shall constitute a lien on the real estate of the MHP.
- (f) The District may, in its discretion, run additional Flow Meter tests during periods of heavy precipitation for the purpose of assessing the scope and extent of excessive infiltration resulting from rain, storm or other ground water. In the event that such Flow Meter tests confirm that flow capacities exceed 125% of the average daily capacity flow during any 24 hour period, District shall notify Owner of such excessive infiltration. In that event, Owner agrees to identify, locate and repair the source of excessive infiltration within a reasonable time. In the event Owner fails to take all reasonable steps to eliminate excessive infiltration flows, the District may, in its discretion, undertake the responsibility to eliminate such excess infiltration flows. Any and all cost or expense incurred by the District in taking such action shall be reimbursed by Owner.
- (g) If at any time the pump station should overflow and discharge raw sewage and wastewater into the surrounding areas and such discharge is the result of excessive infiltration originating from the mobile home park or is the result of debris or materials discharged into the sanitary sewer collection system within the mobile home park by Owner and/or Owner's tenants, the Owner shall indemnify and hold harmless the District for any claims and causes of action brought against the District as a result of such spillage. In the event any governmental agency brings any regulatory or other action against the District as a result of such spillage, Owner shall indemnify and hold harmless the District from any and all such action including the payment of any and all fines or other charges assessed against the District as a result of such spillage.

**8. NOTICE**

Any and all notice provided for herein shall be deemed to have been made when such notice is deposited in the United States Mail, postage prepaid and address as follows:

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By   
Executive Director

As to District: Grant County Sanitary Sewer District  
Attn: Ms. Paula Massie, Office Manager  
One Farrell Drive  
P.O Box 188  
Crittenden, KY 41030

As to Owner: Daugherty Higdon and Griffith  
c/o 7730 U.S. Highway 42, Suite C and B  
Florence, Kentucky 41042

**9. INDEMNIFICATION**

(a) Owner shall indemnify and hold harmless the District from any and all claims, causes of action or demands made by any MHP resident arising by, from or through the malfunction or failure of or the collection and transmission lines located within the MHP. Such indemnification shall include but not be limited to any and all reasonable costs, fees, charges, attorney's fees and the like, incurred by the District in the defense of any and all such claim or cause of action.


(b) Owner shall indemnify and hold harmless the District for any and all damages, expenses or charges incurred by the District resulting by, from or through Owner's violation of any rule, federal, state, local or District rule, law or regulation.

(c) In the event that Owner should default or otherwise materially breach any term, condition or covenant set forth herein, Owner shall indemnify and hold harmless the District from any and all claim, cause of action or demand brought against the District arising from such material default or breach. Such indemnification shall include but not be limited to any and all reasonable costs, fees, charges, attorney's fees and the like incurred by the District in the defense or prosecution of any such claim or cause of action.

**10. PUBLIC SERVICE COMMISSION APPROVAL**

It is agreed by the parties hereto that this Agreement shall be submitted to the PSC for consideration and approval. As consideration for that approval, the parties hereto acknowledge that the following special circumstances exist which necessitate the approval of the Agreement:

- (a) Removal of the package sanitary sewage and wastewater treatment plant would best promote the public health and welfare of the MHP residents and the surrounding community;
- (b) Removal of the package sanitary sewage and wastewater treatment plant would eliminate the unnecessary and ongoing financial responsibility of Owner to maintain and cover the costs relative to its operation.

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- (c) Avoid the financial burden of requiring the Owner to replace existing collection and transmission infrastructure lines located within the MHP due to their current and existing location, state of repair and the like;
- (d) MHP residents and the surrounding community would be best served by the treatment of sanitary sewage and wastewater by the District in an established sanitary sewage and wastewater treatment plant;
- (e) Eliminate the financial burden of the Owner to conform to all existing federal, state and local rules and regulations regarding the collection and treatment of sanitary sewage and wastewater;
- (f) Eliminate the need to replace existing infrastructure within the mobile home park which would be, under current conditions, impractical and fiscally unreasonable; and
- (g) Assessment of the existing District's approved tap-in fee of \$1,000.00 per customer could not be equitably assessed against Owner's tenants and that payment of the lump sum fee as provided for in paragraph 11 represents a more equitable charge in lieu thereof.

Based upon the foregoing special circumstance, Owner and District acknowledge that approval of this Agreement by the PSC would be in the parties and community's best interest.


**11. OWNER'S CONSIDERATION**

In consideration of the extension of sanitary sewer to the MHP by the District, Owner agrees to pay to the District a lump sum payment of One Thousand Dollars (\$1,000.00), said sum to be paid by Owner upon the District obtaining all approvals of this Agreement and substantial completion of the Phase I Project whereby District is able to accept for transmission and treatment all sanitary sewage and wastewater from the MHP. Owner acknowledges that the consideration provided for herein represents a fair and reasonable charge for the services and benefits to Owner. Owner acknowledges that this Agreement is entered into freely and voluntarily without coercion or other inducement other than those considerations specified herein. Specifically, it is acknowledged by Owner that implementation of the terms and conditions set forth herein constitute a cooperative and joint effort of the District and Owner to minimize the financial burden upon Owner in providing public sanitary sewage and wastewater treatment service to Owner's tenants. Owner acknowledges that the cost of obtaining sanitary sewer service from the District could be significantly greater than the consideration and financial agreed to herein based upon existing Statutes and Kentucky Administrative Regulations. Owner acknowledges that payment of the consideration herein represents a fair and equitable compromise with the District.

**12. REGULATORY COMPLIANCE**

Subsequent to the execution of this Agreement, the parties agree as follows:

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(a) Owner shall maintain and operate all sanitary sewer infrastructure facilities, including collection and transmission lines located within the MHP, in compliance with all federal, state and local regulatory Laws, Rules and Regulations and in compliance with all Rules, Laws and Regulations of the District. In the event that any claim, cause of action or demand is brought against the District as a result of Owner's non-compliance with those regulatory provisions, Owner shall indemnify and hold the District harmless therefrom, including any cost incurred by the District in defense of any such action.

(b) The District shall provide sanitary sewer service and maintain the Pump Station in conformity with all federal, state and local regulatory Laws, Rules and Regulations and in compliance with all Rules, Laws and Regulations of the District. In the event that any claim is made against Owner as a result of the District's non-compliance with those regulatory provisions, the District shall indemnify and hold the Owner harmless therefrom.


(c) In the event the Owner is charged with regulatory violation, Owner shall forthwith notify the District of such action. Owner shall forthwith take any and all necessary action to resolve any and all such claim at Owner's cost and expense. In the event Owner fails or refuses to resolve such regulatory claim, the District may in its sole discretion, take any and all action necessary to resolve such regulatory claim. Any and all cost incurred by the District in resolving that claim may be charged to the Owner. Any and all unpaid expenses or cost incurred by the District shall constitute a lien on the real estate of the MHP. If the District is required to initiate any action against Owner for the collection of those costs and expenses, the District shall be entitled to recover all reasonable cost of collection, including reasonable attorney's fees.

### 13. PUMP STATION CONSTRUCTION

It is agreed by the parties hereto that the Pump Station referred to in paragraph 2(b) may be constructed by Owner in Owner's discretion. In the event Owner undertakes the construction of the Pump Station, such construction shall be subject to the following terms and conditions:

- (i) All aspects relating to the design and construction of the Pump Station shall be completed at the sole cost and expense of Owner.
- (ii) All Pump Station construction shall be conducted under the direct supervision of the District and/or its engineers and designees. Any cost incurred by the District relating to supervision of the construction project undertaken by Owner shall be paid for by Owner.
- (iii) All Pump Station construction shall be completed in strict compliance with all current District standards and specifications for pump station construction as amended (Exhibit "B").
- (iv) Any Pump Station construction undertaken by Owner shall be subject to the approval of all governmental agencies, including but not limited to the

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PSC, Kentucky Division of Water and the like. Any cost incurred by Owner in the construction of the Pump Station relating to permits, fees, or charges assessed by any governmental agency shall be paid for by Owner.

(v) Owner shall be responsible for obtaining all governmental inspections upon completion of the Pump Station construction at Owner's cost and expense. Upon issuance of the appropriate inspection approvals, Owner shall maintain ownership of the Pump Station for a period of one year thereafter ("Warranty Period"). During the Warranty Period, Owner shall be responsible for all maintenance, repair and upkeep of the Pump Station. Upon expiration of the Warranty Period, Owner shall deliver title to the District. Owner agrees to execute any and all documents necessary to effectuate the transfer of ownership of the Pump Station to the District. In the event that any governmental agency fails or refuses to permit or otherwise authorize Owner to construct the Pump Station for any reason whatsoever, Owner agrees that construction of the Pump Station shall be undertaken by the District. If required, Owner shall be responsible for obtaining governmental approval of all construction to be undertaken by Owner prior to Owner's commencement of construction. In the event Owner is unable to obtain timely approval and permission to proceed with construction of the Pump Station, if required, the District may construct the Pump Station as provided for in paragraph 2(a).

(vi) It is acknowledged by the parties hereto that timing of constructing the sanitary sewer lines necessary to serve the MHP and construction of the Pump Station is critical. To that end, both the District and Owner shall work together and coordinate their efforts to insure that the availability of sanitary sewer service to the MHP occurs at the same time the Pump Station is completed and available for delivery of sanitary sewer to the District. The District shall provide Owner throughout the Phase I Extension Project on a periodic basis status reports to insure Owner ample opportunity to complete construction of the Pump Station in a timely manner. It is agreed by the parties hereto that the District shall, upon availability of sanitary sewer service notify the Owner that the sanitary sewer lines are in place and available to accept sanitary sewage from the MHP. Owner shall within 30 days of such notice complete construction of the pump station and have all necessary governmental approvals and permits in place to allow delivery of sanitary sewage through the pump station and into the District's system. In the event Owner does not have the pump station online on or before 30 days following receipt of such notice, Owner shall pay to the District sanitary sewage charges that would have been payable based on water consumption rates of tenants within the MHP. All other elements of this Agreement relating to the District's billing shall commence 30 days after the Owner's receipt of such notice.

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**14. MISCELLANEOUS PROVISIONS**

(a) The District may, in its absolute discretion, direct the flow of sanitary sewage into the Pump Station from areas serviced or to be serviced by the District and not a part of Owner's MHP. In that event, the District shall not allow such additional sanitary sewage through the Flow Meter to be installed by the District. If any improvements are required to the Pump Station as a result of that additional sanitary sewage being directed through the Pump Station, any and all such improvements, upgrades or replacements shall be done at the cost and expense of the District.

(b) It is acknowledged and agreed by the parties hereto that this Agreement and all of its terms and conditions shall not constitute nor be construed as an acceptance of or dedication by the Owner to the District of the existing collection and transmission lines or other sanitary sewer infrastructure located within the MHP.

(c) This Agreement shall be binding upon the respective parties, their successors and assigns.

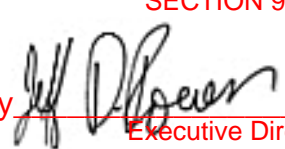
(d) Implementation of this Agreement and all of its terms and conditions shall be subject to the approval of the PSC and any and all other governmental agencies and authorities.

(e) This Agreement may not be changed, altered or modified unless it be done in writing and signed by all parties.

(f) This Agreement has been approved by the District pursuant to duly authorized and adopted action of its Board of Commissioners as required by law.

(g) The parties agree that this Agreement shall be recorded in the Grant County Clerk's records which shall be binding upon the Owner and all successors in title.

(h) It is acknowledged by the District and Owner that this Agreement is entered into for the purpose of facilitating the Phase I Expansion Project currently being undertaken by the District. It is further acknowledged by Owner that the Phase I Expansion Project in large part is funded by grants received by the District without which the Phase I Expansion Project could not be undertaken. In the event that the receipt of grants currently anticipated by the District are not received or if the Phase I Expansion Project cannot move forward due to a lack of funding or any other reason, this Agreement and all of the obligations, covenants and responsibilities of the respective parties undertaken herein shall terminate with neither party having any further legal obligation hereunder. It is further acknowledged by the Owner that the District, by the execution of this Agreement, shall not be obligated to undertake the Phase I Expansion Project thereby providing sanitary sewer services to the Owner in the event the District should at any time subsequent to the execution of this Agreement determine in its absolute and sole discretion and judgment that the Phase I Expansion Project should not be undertaken. In such event, this Agreement shall terminate with neither party having any further

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By   
Executive Director

legal obligations to the other arising by, from or through the terms, conditions and covenants set forth herein.

IN WITNESS WHEREOF, the parties hereunto set their hand on the day and year first above written.

GRANT COUNTY SANITARY SEWER DISTRICT

Cynthia Lower  
Witness

BY: Bobby Burgess  
BOBBY BURGESS, CHAIRMAN

Gail Bowling  
Witness

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said GRANT COUNTY SANITARY SEWER DISTRICT, by and through BOBBY BURGESS, Chairman, this 26 day of December, 2008.

[Signature]  
Notary Public  
My Commission Expires: 3/24/12

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2/4/2009  
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By [Signature]  
Executive Director

DAUGHERTY HIGDON AND GRIFFITH,  
a Kentucky General Partnership

BY: *L.M. Daugherty*  
L. M. DAUGHERTY, General Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: *George Higdon*  
GEORGE HIGDON, General Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: *Byron V. Griffith*  
General Partner *Byron V. Griffith*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said DAUGHERTY HIGDON AND GRIFFITH, by and through L. M. DAUGHTERY, General Partner, this 16 day of December, 2008.

*Kelley Smith*  
Notary Public  
My Commission Expires: 4-16-2012

COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said DAUGHERTY HIGDON AND GRIFFITH, by and through GEORGE HIGDON, General Partner, this 16 day of December, 2008.

*Kelley Smith*  
Notary Public  
My Commission Expires: 4-16-2012

**PUBLIC SERVICE COMMISSION**  
EFFECTIVE 1/4/2009  
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SECTION 9(1)  
By *Jeff Oberen*  
Executive Director



COMMONWEALTH OF KENTUCKY

COUNTY OF GRANT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by the said DAUGHERTY HIGDON AND GRIFFITH, by and through Byron V. Griffith, General Partner, this 16 day of December, 2008.

Kellee Smith  
Notary Public  
My Commission Expires: 4-16-2012

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By [Signature]  
Executive Director

# EXHIBIT "A"

## MHP Deed and Plat

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By   
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THIS DEED OF CORRECTION made and entered into this <sup>500</sup> 24<sup>th</sup> day of March, 1995 by and between MAC STORAGE COMPANY, an Ohio Corporation, of 2174 Seymour Avenue, Cincinnati, OH 45237, party of the first part and DAUGHERTY, HIGDON and GRIFFITH, a Kentucky General Partnership, of 10485 Dixie Highway, Florence, KY 41042, party of the second part,

WITNESSETH: The party of the first part for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, does hereby sell and convey unto DAUGHERTY, HIGDON and GRIFFITH, a Kentucky General Partnership, its successors, transferees, grantees and assigns forever, the following described tract or parcel of land lying and being on the east side of the C.N.O. & T.P. Railway right of way in Grant County, Kentucky, to-wit:

A certain tract or parcel of land lying and being on East side U.S. Route #25, 0.7 miles South of the Crittenden-Mt. Zion Road in Grant County, Kentucky and more particularly described as follows, to-wit:


BEGINNING at an iron pin in the East Right of Way of the C.N.O and T.P. Railroad and a corner to Joseph Anglin; thence with the R/W of said railroad, S 31° 24' E 505.6 feet to an iron pin in the West line of a forty foot wide easement retained by the Grantors\* and also a corner to a 3.903 acre tract to be conveyed by the Grantors\*; thence with the North line of said tract N 63° 13' E 521.2 feet to an iron pin on the North side of the hollow; thence continuing with new made lines of the Grantors\* and the North side of the hollow, N 68° 08' E 193.9 feet to a 15" Walnut; thence N 45° 27' E 58.8 feet to a 6" Walnut; thence N 62° 15' E 170.8 feet to a 9" Walnut; thence N 56° 26' E 206.3 feet to a 9" Walnut; thence N 16° 36' E 136.5 feet to a 6" Walnut; thence N 42° 48' E 154.5 feet to a post in the line of Giltner Meeks; thence with said line N 26° 42' W 198.9 feet to a stone in the line of Joseph Anglin; thence with said line, S 68° 10' W 1430.9 feet to the place of beginning containing 13.513 acres more or less.

\*Refers to grantors in deed recorded in Deed Book 158, page 694, Grant County Clerk's Office.

This tract also has the benefit of a forty foot wide easement located along the East R/W of the C.N.O. & T.P. Railroad beginning at the common corner of the Grantors and Giltner Meeks and extending to the South line of the above described 13.513 acre tract shown on the attached plat. (Refers to plat recorded in Deed Book 185, page 81, Grant County Clerk's Office.)

Being the same property described in Deed Book 179, page 448, and the same Grant of Easement recorded in Deed Book 159, page 270, Grant County Clerk's Records, Williamstown, Kentucky.

Michael A. Clauder and Mary W. Clauder, hereby grant, convey and assign all of his right, title and interest in and to the Grant of Easement conveyed to him by Rodger Bingham and Patricia Bingham, his wife, on and over the real property located on U.S. 25, Crittenden, Kentucky being the same property located in Deed Book 86, page 607, Grant County Clerk's records, Williamstown, Kentucky. This Grant of Easement being recorded in Deed

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Book 159, page 270, Grant County Clerk's records, 501  
Williamstown, Kentucky.

Prior title reference: Deed dated January 2, 1991,  
recorded in Deed Book 185, page 81, Grant County Clerk's  
Office and deed dated March 30th, 1992, recorded in Deed  
Book 191, page 130, Grant County Clerk's Office.

The parties hereto enter into this deed of correction for the  
purpose of correcting the spelling of the name of the grantee  
herein and no additional consideration is paid therefor.

TO HAVE AND TO HOLD the same together with all privileges,  
appurtenances, easements and licenses thereunto pertaining unto  
DAUGHERTY, HIGDON and GRIFFITH, a Kentucky General Partnership, its  
successors, transferees, grantees and assigns forever. The party of  
the first part covenants that it does hereby warrant with Covenant  
of General Warranty, the title to the above described parcel  
conveyed hereby unto the said DAUGHERTY, HIGDON and GRIFFITH, its  
successors, transferees, grantees and assigns forever.

The parties hereto state the consideration reflected in this  
deed is the full consideration paid for the property. The party of  
the second part joins in the execution of this deed for the sole  
purpose of certifying the consideration pursuant to KRS Chapter  
382.

IN WITNESS WHEREOF the parties have executed this deed on the  
day and year first above written.

Deed of Correction  
Exempt from Transfer Tax  
KRS 142.050(7)(d)

MAC STORAGE COMPANY  
BY [Signature]  
ITS PRESIDENT

DAUGHERTY, HIGDON & GRIFFITH  
BY [Signature]  
A GENERAL PARTNER

STATE OF OHIO :

COUNTY OF HAMILTON :

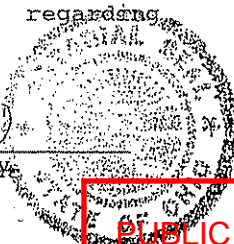
: NOTARY'S CERTIFICATE OF ACKNOWLEDGEMENT  
: JURAT CONCERNING CONSIDERATION

The foregoing deed was on the 24th day of March, 1995 signed  
and acknowledged before me by Michael A. Clauder, President of MAC  
STORAGE COMPANY, who at the same time and place subscribed and  
swore to the truth of the foregoing statement regarding  
consideration.

JENNIFER P. PHILLIPS  
Notary Public, State of Ohio  
My Commission Expires July 11, 1999

My commission expires:

[Signature]  
Notary Public, State of Ohio  
State at Large



STATE OF Kentucky :

COUNTY OF FRANK :

: JURAT CONCERNING CONSIDERATION

The foregoing statement regarding consideration was subscribed  
and sworn to before me by [Signature], a general partner,

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By [Signature]  
Executive Director



for and on behalf of DAUGHERTY, HIGDON and GRIFFITH, a Kentucky General Partnership on this the 24 day of March, 1995.

My commission expires: 7-19-98

*Samuel W. Kirk*  
Notary Public, Commonwealth of Ky.  
State at Large

This deed prepared by:

*Will Threlkeld*  
THRELKELD & THRELKELD, P.S.C.  
Attorneys at Law  
144 North Main Street  
Williamstown, Ky. 41097

STATE OF KENTUCKY :  
: CLERK'S CERTIFICATE OF LODGMENT AND RECORD  
COUNTY OF GRANT :

I, John S. McCoy, Clerk of the County Court in and for the county and state aforesaid, certify that the foregoing deed was on the 10th day of April, 1995 at 9:10 o'clock A.M. lodged for record in my office, whereupon the same together with the foregoing and this certificate have been duly recorded in my office in Deed Book 212, page 500.

Given under my hand this the 10th day of April, 1995.

John S McCoy Clerk

No Tax Due  
Deliver to:  
Eagle Bank  
Williamstown, KY

By *Samuel W. Kirk* D.C.

Paid \$12.00

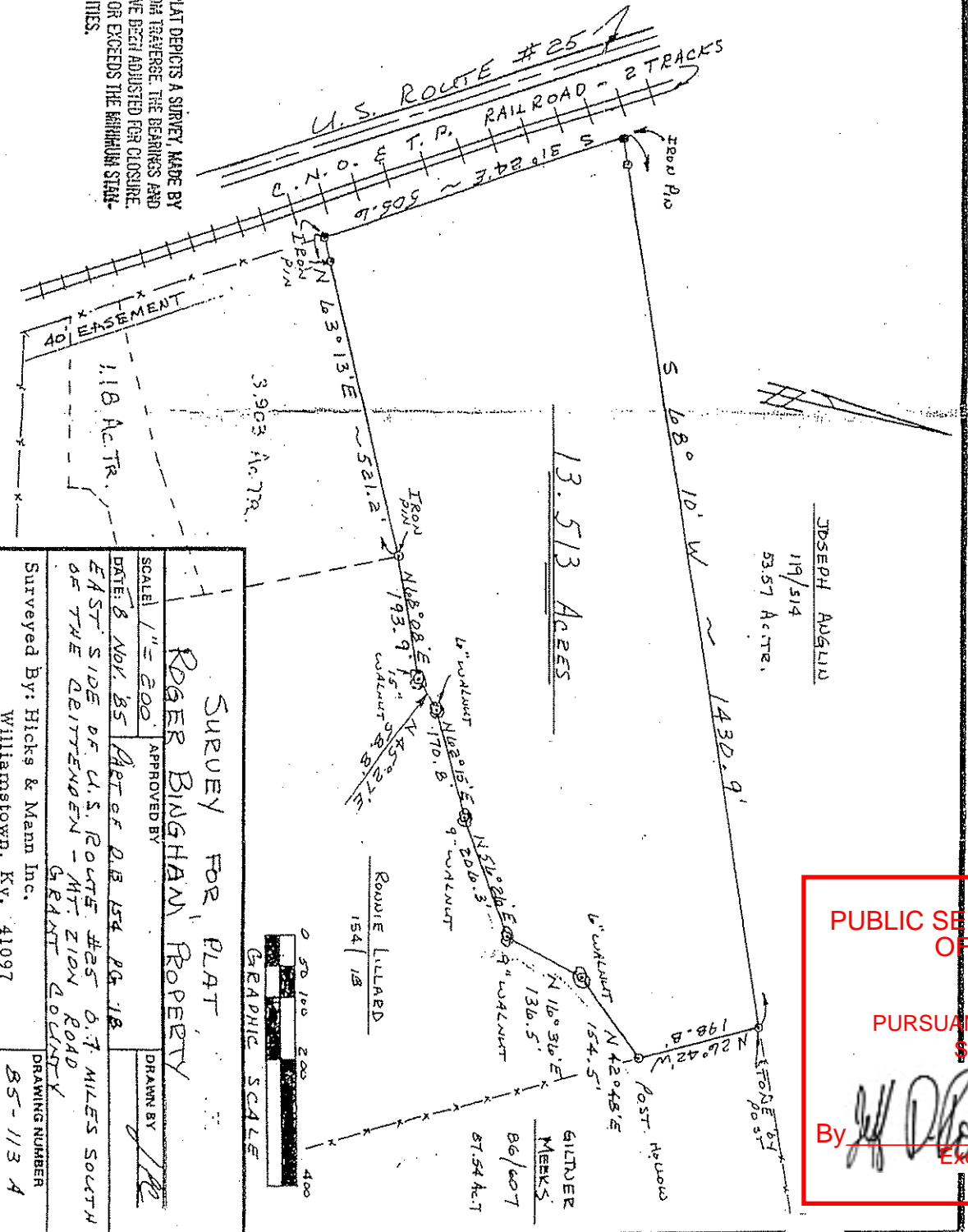
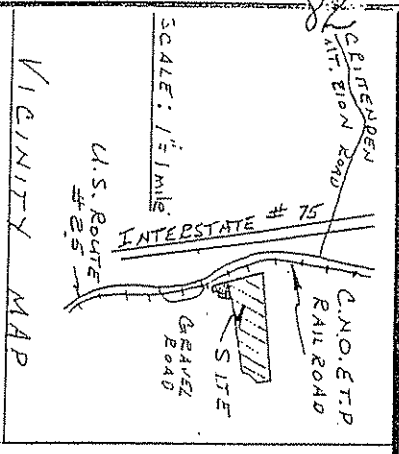
*4/14/95*

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*[Signature]*  
Executive Director

Nov. 1985

STATE OF KENTUCKY  
 REGISTERED  
 LAND SURVEYOR  
 I.P. CAHILL  
 2709

I HEREBY CERTIFY THAT THIS PLAT DENOTES A SURVEY MADE BY ME, BY THE METHOD OF RANDOM TRAVERSE, THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED FOR CLOSURE. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES.



**SURVEY FOR PLAT**  
**ROGER BUGHAW PROPERTY**

DATE: 8 NOV 85  
 SCALE: 1" = 600'

APPROVED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_

Part of D.B. 154 PG. 1B  
 EAST SIDE OF U.S. ROUTE # 25 0.7 MILES SOUTH  
 OF THE DELITTENDEN - MT. ZION ROAD  
 GRANT COUNTY

Surveyed By: Hicks & Mann Inc.  
 Williamstown, Ky. 41097

DRAWING NUMBER  
 85-113 A



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By: *[Signature]*  
 Executive Director

# EXHIBIT "B"

## District Standards and Specifications Pump Station Construction

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By




Executive Director

**STANDARD SPECIFICATIONS**  
**GRANT COUNTY SANITARY SEWER DISTRICT**  
**Crittenden, Kentucky**

**(February, 2007)**

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By   
Executive Director



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**SECTION ONE: INTRODUCTION**

A. PURPOSE – The purpose of this manual is to provide information and guidance to land owners, land developers, design engineers, and contractors in the construction of sanitary sewer facilities that are to become a part of the Grant County Sanitary Sewer District system. These regulations and procedures are to be followed by any person or corporation in the development of residential subdivisions, shopping centers, industrial developments, sanitary sewer extensions or in any development in which the Developer desires sanitary sewer service from the Grant County Sanitary Sewer District. The goal of this manual is to help insure the protection of the health and welfare of the general public, within the Grant County Sanitary Sewer District through the use of proper design features and construction methods.

B. AUTHORITY – The works and facilities supplying sanitary sewer services within the boundary of the Grant County Sanitary Sewer District as they presently exist and as they may hereafter from time to time be extended was authorized by an order of Grant County Fiscal Court in accordance with Kentucky Revised Statutes, Chapter 67 and 74.

C. REFERENCES – Certain technical aspects concerning construction materials and methods of construction are based on the Kentucky Department of Highways, Standard Specifications for Road and Bridge Construction, Latest Edition, hereafter referred to as K.D.H.S.S.

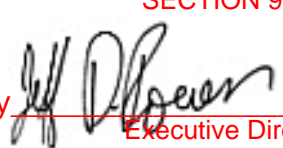
Other standards or specifications referred to are those of the American Society of Testing Materials (ASTM), American Association of State Highway Officials (AASHO), Portland Cement Association (PCA), American Public Works Association (APWA), the American Water Works Association (AWWA) and Water Environmental Federation (WEF).

Standard drawings showing details of certain improvements, which may be issued by the District, shall be complementary to and a part of this manual.

D. GENERAL REQUIREMENTS – In order to insure that the design and construction of sanitary sewer facilities meet generally accepted engineering design criteria and generally recognized construction methods for such facilities, the Owner or Developer of lands in which sanitary sewer lines are to be constructed that are to be part of the District’s System, must employ a Registered Professional Engineer, Registered in the Commonwealth of Kentucky, set out in KRS Chapter 322. The Owner-Developer shall employ the Engineer to:

- (1) Prepare detailed construction drawings.
- (2) Design all sanitary sewer facilities to meet all requirements of the specifications contained herein and meet all local, state and federal regulations.
- (3) Provide information on the number and type of sanitary sewer users.
- (4) Certify to the District that the facilities were constructed in accordance with the approved plans and the detailed specifications contained herein.
- (5) Provide a complete set of “As-Built” drawings to the District.

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E. DISTRICT'S AUTHORITY – The District or its designated representative, shall review and approve all plans submitted to the District. The cost incurred in the review and approval of plans shall be invoiced to the Developer/Contractor. The District shall inspect all work and must approve as to the quality and acceptability of materials furnished and work performed before the sanitary sewer facility will be accepted by the District. The District shall interpret the intent of these specifications in a fair and unbiased manner.

Except as otherwise provided herein, the manager of the district wastewater systems shall administer, implement, and enforce the provisions of this chapter.

The manager, bearing proper credentials and identification, shall be permitted to enter properties at any reasonable time for purposes of inspection, observation, measurement, and sampling of the wastewater discharge to ensure that discharge to the district's wastewater facilities is in accordance with the provisions of this chapter.

The manager, bearing proper credentials and identification, shall be permitted to enter all private property at reasonable times, through which the district holds an easement for the purposes of inspection, observation, measurement, sampling, repair, and maintenance of any of the district's wastewater facilities within the easement. All entry and any subsequent work on the easement shall be done in full accordance with the terms of the easement pertaining to the private property involved.


While performing the necessary work on private properties referred to earlier, the manager shall observe all generally accepted safety rules as established by any and all federal, state, and/or local regulatory agencies.

Nothing contained in these specifications or standard drawings intended to conflict with any State or Federal laws or regulations. If any requirement of these specification or standard drawings are found to be in conflict with a State or Federal law or regulations, then the more stringent requirements shall be met. In no case shall the requirements of this manual be less stringent than any existing State or Federal law or regulation.

This manual shall be revised from time to time to insure that the requirements of this manual keep abreast with current State and Federal laws and regulations, approved construction material and recognized construction methods.

F. TAMPERING OR INTERFERING WITH SANITARY SEWER SYSTEM - It shall be unlawful for any person, firm or corporation not authorized by the Grant County Sanitary Sewer District to in any way or manner whatsoever tamper with the district owned and operated sanitary sewer system or any of their appurtenances or facilities, including manholes and pumps or other portions or parts thereof.

It shall be unlawful for any person, firm or corporation to place or cause or permit to be placed any foreign object of any kind or nature into any sewer line, manhole, or other appurtenances or facility of the district owned and operated sanitary sewer system.

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It shall be unlawful for any person, firm or corporation to change or cause to be changed the grade or contour of the surface of the area near any sewer line, manhole, or other appurtenances or facility of the district owned and operated sanitary sewer system without first having submitted to the district a plan or sketch and such other information as may be required showing the nature and extent of the proposed changes and having received from the district written permission to make the change.

G. OBLIGATION OF THE DEVELOPER OR CONTRACTOR – The Developer or Contractor shall perform and complete the work to the satisfaction of the District and in accordance with these specifications. The Developer or Contractor shall conduct his work so as to minimize interference with public and private business and traffic. He shall at his own expense, whenever necessary or required, provide barricades, flagmen, maintain lights, and take other precautions as may be necessary to protect life, property, adjacent buildings and structures. The Developer or Contractor shall be liable for and indemnify and hold harmless the District against any and all claims for damages and injuries received or sustained by any person, persons or property in consequence of any neglect in safeguarding the work or by any act or neglect or misconduct by the Developer or Contractors, its agents, subcontractors, employees or workers.

H. COORDINATION – Coordination with the District is required concerning construction planning and procedure. A minimum of one week notice shall be given to the District prior to the planned beginning of any phase of construction. Developer and/or Contractor shall provide District with a written bar line schedule showing when construction will be performed. Construction shall not begin without the District’s written approval of the construction schedule.

I. ACCEPTABLE MATERIALS – Whenever manufactured products, devices or materials are specified under a particular trade name or name of manufacturer, it shall be understood that the specifications are open to other manufacturers upon prior approval the District. Only products comparable in type, quality, utility and price will be considered by the District. Burden of proof of equality shall rest with Developer or Contractor. The District shall be the sole judge of equality and reserves the right to require products or material specified by name.

J. DEFECTIVE MATERIAL AND WORKMANSHIP – Materials not in accordance with the specifications or defective work may be rejected by the District at any time before final approval and acceptance by the District. Failure by the District to reject defective work shall not be construed as an acceptance of same.

K. FINAL INSPECTION - A final inspection will be made by a representative of the District. Final inspection will be made prior to acceptance of any unit for use by the District and only after all improvements are completed. As part of the Final Inspection, the District shall be given a completed set of “As-Built” plans. Connections to the sanitary sewer system shall not be allowed until a copy of the final plat and as-built plans are submitted to Grant County Sanitary Sewer District. Any engineering fees, occurred by the District will be reimbursed by the Contractor/Developer.

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L. EXISTING UTILITIES – All existing utilities shall be shown on the plans submitted to the District for approval. Before proceeding with work, the Developer or Contractor shall verify location of, and possible interference with, existing utilities, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities. The Developer or Contractor shall protect all utility lines which are to remain in service. The Developer shall bear the entire responsibility for locating, and avoiding existing utilities. The Developer or Contractor shall be responsible for any and all damage done to existing utilities. Damage done to existing utilities shall be repaired promptly, to satisfaction of utility company, at no cost to the District. The Developer or Contractor shall indemnify and hold harmless the District from any and all damages, claims or injuries received or sustained by any utility through any conduct or action of the Developer or Contractor.

M. PUBLIC AND PRIVATE HIGHWAYS AND STREETS – Developer or Contractor shall ascertain and obey all State and County road load limits in order to prevent damage to pavements resulting from his operation.

Developer or Contractor shall, at all times, conduct work in such manner as to insure minimum obstruction to public travel. Convenience of general public and of residents along and adjacent to area of work shall be provided for in a satisfactory manner, consistent with operation and local conditions. Flagmen shall be used at all times where work is being performed adjacent to the roadway.

“Construction” signs shall be placed immediately adjacent to work, in conspicuous positions at such locations as traffic demands. Control Devices (MUTCD) published by U. S. Department of Transportation, Federal Highway Administration, Latest Edition. At any time that streets are required to be closed, Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before streets are closed and again as soon as they are reopened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.


Trenches shall be backfilled at end of each day’s work. When this is not possible, trenches left open shall be adequately protected with suitable flashing barricades, in compliance with MUTCD.

N. PERMITS, EASEMENTS AND RIGHT OF WAY – The Developer or Contractor shall obtain all easements needed in the name of the Grant County Sanitary Sewer District. The easements shall be filed or shown on preliminary plats before any construction is started. All construction shall be contained within the easement.

Developer or Contractor shall obtain permit from Kentucky Transportation Cabinet for construction within State right-of-way. Contractor shall not begin work in State right-of-way until he has furnished copy for approved encroachment permit to the Sanitary Sewer District. Use of rights-of-way shall be subject to written conditions on permits. Developer or Contractor shall comply with all requirements of access documents, for storage of materials, traffic control, restoration, etc.

Written permission shall be received and furnished to the District for any work on city or county street right-of-ways.

All fees or cost required for permits, licenses, easements and right of ways shall be the responsibility of the Developer or Contractor. The Developer or Contractor shall be required to comply with all state and municipal ordinances, laws and/or codes which may apply.

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O. GENERAL GUARANTY – The Developer or Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from date of acceptance. Developer or Contractor warrants and guarantees for a period of one (1) year from date of acceptance of system that completed system is free from all defects due to faulty materials or workmanship and Developer or Contractor shall promptly make such corrections as may be necessary by reason of such defects including repairs or damage of other parts of system resulting from such defects. The District will give notice of observed defects with reasonable promptness.

If any defective material, equipment or construction services are provided by the Developer or Contractor which cannot be reasonably detected within one year of acceptance of the system by the District, such one year guaranty of materials, equipment and work performed by the Contractor or Developer shall be extended for a period of one year after such defective equipment, materials or work performed could reasonably be detected. In no event shall such guaranty extend greater than a period of seven years following the date of acceptance by the District of the materials, equipment or work furnished by the Contractor or Developer.

P. DEFINITIONS

ACT – The Federal Clean Water Act, as amended.

APPROVED – Material, equipment, workmanship, process or method that has been accepted by the District as suitable for the proposed use.

AS-BUILT – A revised plan showing all sanitary sewer lines, manholes, pump stations and other miscellaneous items actual location. The plan shall be stamped and dated by an Engineer.

ASTM – The American Society for Testing and Materials.

BOD (DENOTING BIOCHEMICAL OXYGEN DEMAND).. The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure during days at 20°C, expressed in milligrams per liter.


COMMERCIAL USER – Any property occupied by a nonresidential establishment not within the definition of an “Industrial User” and which is connected to the wastewater facilities.

CONTRACTOR – The person, firm, or corporation with whom the Developer, Owner, or Sanitary Sewer Water District has executed an agreement to perform the utility construction for the project.

DEVELOPER – An individual, group of individuals, partnership, firm, association or corporation that is constructing, or having sanitary sewer facilities that are to become a part of, or be connected to the District System.

DISTRICT – Grant County Sanitary Sewer District or an authorized employee or representative of the Grant County Sanitary Sewer District.

EASEMENT – An acquired legal right for the specific use of land owned by others

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ENGINEER – A Registered Professional Engineer, registered in the Commonwealth of Kentucky as set out in KRS Chapter 322.

EPA – The United States Environmental Protection Agency.

GARBAGE – The solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of foods.

GROUNDWATER – Water within the earth.

INDUSTRIAL USER – Any nonresidential user identified in Division A, B, D, E, or I of the Standard Industrial Classification Manual. Industrial User also shall include any user that discharges wastewater containing toxic or poisonous substances as defined in § 307 and § 502 of the Clean Water Act, or any substance(s) causing interference in the wastewater facilities. Industrial User shall include any nonresidential user who is subject to national categorical pretreatment standards; has a nondomestic flow of 25,000 gallons or more per average work day; contributes more than 5% of the average dry weather capacity of the wastewater facility; or is determined by the state regulatory agency or the manager to have the potential to adversely affect the wastewater facility.

INTERFERENCE – Inhibition or disruption of any sewer system, wastewater treatment process, sludge disposal system, or their operation, which substantially contributes to a violation of applicable discharge permits.

MANAGER – The manager of the district sanitary sewer system, or an authorized designee.

NATURAL OUTLET – Any outlet into a watercourse, pond, ditch, lake or any other body of surface or groundwater.

NPDES – National Pollutant Discharge Elimination System permit program, whether administered by the EPA or by the state.

OWNER – The person or persons who legally own, lease or occupy private property with wastewater facilities that discharge, or will discharge, to the district wastewater facilities.


PERSON – Any individually, firm, company, association, society, partnership, corporation, municipality, or other similar organization, agency, or group.

pH – The logarithm of the reciprocal of the hydrogen ion concentration expressed in grams per liter of solution, as determined by standard methods.

PRETREATMENT – The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater before discharging from the district's wastewater facilities.

PROPERLY SHREDDED GARBAGE – Garbage that has been shredded such that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than ½-inch in any dimension.

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**PUBLIC SERVICE COMMISSION** – The commission with regulatory jurisdiction over the affected utility as provided for in KRS Ch. 278 et seq.

**RATE SCHEDULE** – Any individual or joint fare, toll, charge, rental or other compensation for service rendered or to be rendered by any utility, and any rule, regulation, practice, act, requirement or privilege in any way relating to such fare, toll, charge, rental or other compensation, and any schedule or tariff or part of a schedule or tariff thereof.

**RESIDENTIAL USER** – All premises used only for human residency and that are connected to the wastewater facilities.

**SANITARY WASTEWATER** – Water discharged from the sanitary conveniences of dwellings, office buildings, industrial plant, or institutions.

**SHALL** – Means a mandatory requirement.

**STANDARD METHODS** – The latest edition of Standard Methods for the Examination of Water of Wastewater, published by the American Public Health Association, Water Pollution Control Federation, and American Water Works Association.

**STATE** – The State or Commonwealth of Kentucky.

**STORMWATER** – A sewer for conveying storm, surface, and other waters, that are not intended to be transported to a treatment facility.

**SURFACE WATER** – Water that occurs when the rate of precipitation exceeds the rate at which water may percolate into the soil.

**SUSPENDED SOLIDS** – The total suspended matter that either floats on the surface or, or is in suspension in, water of wastewater, as determined by 40 CFR 136.

**TOXICS** – Any of the pollutants designed by federal regulations pursuant to § 307(a)(1) of the Act.

**WASTEWATER** – A combination of liquid and water-carrier wastes from residents, commercial buildings, industries, and institutions, together with any groundwater, surface water, or storm water that may be present. Also called Sanitary Sewage.


**WASTEWATER FACILITY** – The combination of sanitary sewers and treatment facilities.

**WASTEWATER SEWER** – The structures, processes, equipment, and arrangements necessary to collect and transport wastewaters to the treatment facility. Also called Sanitary Sewer System.

**WASTEWATER TREATMENT FACILITY** – The structures, processes, equipment, and arrangements necessary to treat and discharge wastewater.

**WPCF** – The Water Pollution Control Federation.

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**SECTION TWO: PROCEDURES**

A. PURPOSE - The purpose of this section is to establish a working relationship between the Owner, Developer, Contractor, Engineer and District by describing the procedure to be followed in initiating and completing the construction of sanitary sewers to be connected to the Grant County Sanitary Sewer Water District.

B. REQUEST FOR SANITARY SEWER SERVICE - The first step in the procedure is for the Owner or Developer to file a request to the Grant County Sanitary Sewer District to connect the proposed facilities to the District's existing facilities. The request shall be submitted by the first of the month for the District to consider it at their next monthly meeting. The request shall be accompanied by a map or plat of the area to be served with existing and proposed streets, roads and lots, with as a minimum 5-foot contours. A copy of the preliminary plat as required by the governing planning commission shall be acceptable as this map.

The District with their Engineer will determine if sanitary sewer services can be provided to serve the proposed development. A letter will be sent to Owner or Developer stating the results of this determination with a copy sent to the governing planning commission or other governing authority. All cost for this determination shall be billed to the Owner or Developer by the District.

C. PLAN SUBMISSION - The Owner or Developer shall submit two sets of plans to the District for review and approval. The plans shall be submitted by the first of the month for the District to consider them at their next meeting. All plans shall be prepared in accordance with requirements contained in these detailed specifications. Any plans submitted that do not completely comply with all requirements of the District shall be returned unapproved with the necessary corrections noted.


Once corrected plans are submitted to the District, the District will issue a letter to the Facilities Construction Branch of the Division of Water stating that they have reviewed the plans, they approve of the plans and they will serve the proposed project. A copy of this letter shall be sent to the Owner or Developer. Final approval of the plans and specifications shall be dependent on receipt of an approval letter from the Facilities Construction Branch of the Division of Water. All cost for the review and approval of the plans shall be billed to the Owner or Developer by the District.

D. CONSTRUCTION PHASE - Construction shall not begin until the approval letter from the Facilities Construction Branch of the Division of Water has been received by the District and a written bar line schedule showing when construction shall be performed has been approved by the District. A minimum of one week notice shall be given to the District prior to the planned beginning of any phase of construction. Any work performed prior to this time shall not be accepted by the District. The construction schedule shall be revised as necessary so the District knows when construction is being performed.

Any deviation or changes from the approved plans shall be approved by the District in writing prior to the deviation or change being performed.

E. INSPECTION BY GRANT COUNTY SANITARY SEWER DISTRICT - For every 300' of line laid, 10' of the line must be exposed. For any ditch with rock; for every 100' of line laid, 10' of the line must be exposed. All service line connections to the main must be exposed. Two days notice is required for the inspection.

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F. FINAL INSPECTION – Upon completion of construction a final inspection shall be held by the District. The Owner's or Developer's Engineer shall certify in writing to the District that the project has been constructed in accordance with the approved plans and standard specifications. A set of "As-Built" shall be submitted to the District with the Engineer's certification.

The sanitary sewer line shall not be accepted into the Grant County Sanitary Sewer District system until the following items are provided or completed:

- (1) All items corrected from final inspection
- (2) Engineer's certificate on construction
- (3) "As-Built" plans
- (4) All billing have been paid for the plan review and request for sanitary sewer service.
- (5) All connection fees have been paid per the current tariff as approved by the Public Service Commission.

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**SECTION THREE: USE OF WASTEWATER FACILITIES**

A. PURPOSE - The purpose of this section is to state the policy on use of the facilities of Grant County Sanitary Sewer District.

B. DEPOSITING OBJECTIONABLE WASTES PROHIBITED - It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the district, or in any area under the jurisdiction of the district, any human or animal excrement, garbage, or other objectionable waste.

C. UNAUTHORIZED WASTEWATER DISCHARGES PROHIBITED - Wastewater discharges to the district's wastewater facilities are not authorized unless approved by the manager in accordance with provisions of this Section.

D. CONNECTION TO SEWER REQUIRED - The Owner of any house, building, or property used for human occupancy, employment, recreation, or other purposes under the jurisdiction of this chapter and abutting on any street, alley, or rights-of-way in which there is or may be located a wastewater sewer connected to the treatment facility of the district, is required at the owner's expense to install suitable toilet facilities therein and to connect facilities directly to the proper sewer in accordance with the provisions of this chapter, within 60 days after date of official notice to do so provided the proper wastewater sewer is within 300 feet of any house, building, or property used for human occupancy, employment, recreation, or other purpose.


For purposes of calculating 300 feet as indicated in this section, distance will be measured in a straight line from the nearest practical connection point with an existing sewer line to that point of the owners occupied structure where sewer is currently discharged from that structure to an existing septic or other sewer treatment facility. All determinations of requiring an Owner to tap into the District system shall be made by the Manager whose decision shall be final. Any appeal from this decision shall be made by the Owner to the District no later than 30 days following the District's notification to the Owner that a tap in to the District system is required.

E. DISCHARGE OF STORMWATER AND OTHER UNPOLLUTED DRAINAGE - All uncontaminated discharges of storm water, surface water, groundwater, roof runoff, subsurface drainage, or other waters not required to be treated in the treatment facility shall be made to storm sewers or natural outlets designed for discharges. Any connection, drain, or arrangement that will permit waters to enter any other sanitary sewer be deemed to be in violation of this section.

F. RESTRICTED DISCHARGES - No person shall discharge or cause to be discharged to any of the district's sanitary sewer or wastewater facilities any substances, materials, waters, or waste in quantities or concentrations that will:

(1) Create a fire or explosion hazard including, but not limited to gasoline, benzene, naphtha, fuel, oil, or other flammable or explosive liquid, solid, or gas;

(2) Cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, and in no case will discharges be allowed with pH lower than 5.0.

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G. FEDERAL CATEGORICAL PRETREATMENT STANDARDS - No person shall discharge or cause to be discharged to any wastewater facilities, wastewaters containing substances in excess of the quantity prescribed by the applicable Federal Categorical Pretreatment Standard promulgated by EPA, except as otherwise provided in this section. Compliance with applicable pretreatment standards shall be made within three years of the date the standard is promulgated for existing systems; however compliance with a categorical pretreatment standard for new sources shall be required upon connection to the POTW.

Upon application by an Industrial User, the manager shall revise any limitations on substances specified in the applicable pretreatment standards to reflect removal of the substances by the wastewater treatment facility. The revised discharge limit for specified substances shall be derived in accordance with federal law.

Upon application by Industrial User, the manager shall adjust any limitation on substances specified in the applicable pretreatment standards to consider factors considered by EPA during the development of the pretreatment standard. Requests for and determinations of fundamentally different adjustments shall be in accordance with federal law.

The manager shall notify Industrial User affected by the provisions of this section and establish an enforceable compliance schedule for each.

H. SPECIAL AGREEMENTS - Nothing in this subchapter shall be construed as preventing any special agreement or arrangement between the district and any user of the wastewater facilities, whereby wastewater of unusual strength or character is accepted into the system and specially treated subject to any applicable payments or user charges.


I. CONNECTIONS - No unauthorized person shall uncover, make any connection with or opening into, use, alter or disturb any wastewater sewer without first obtaining a written permit from the manager. The owner shall be application for connection to the district's sanitary sewer system at the office of the Grant County Sanitary Sewer District. A connection fee as established in the published rate will apply.

J. CONNECTION AND INSTALLATION COSTS - The costs and expenses incidental to the building sewer installation and connection to the district's wastewater facilities shall be borne by the owner. The owner shall indemnify the district from any loss or damage that directly or indirectly may result from the installation of the building sewer.

K. SEPARATE CONNECTIONS - A separate and independent building sewer lateral shall be provided for every building. The district assumes no obligation or responsibility for damage caused by or resulting from any single building sewer that serves two buildings.

L. USES OF EXISTING BUILDING SEWERS - Existing building sewers may be used for connection of new buildings only when they are found, after examination and test by the manager, to meet the requirements of the Grant County Sanitary Sewer District.

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M. BUILDING SEWER DESIGN - The size, slope, alignment, construction materials, trench excavation and backfill methods, pipe placement, jointing, and testing methods used in the construction and installation of a building sewer shall conform to the Building and Plumbing Code or other applicable requirements of the district that may be adopted by District in the future. In the absence of code provisions or in amplification thereof, the materials are procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.

N. SURFACE RUNOFF AND GROUNDWATER DRAINAGE - Building sewers shall not allow surface runoff to enter the sanitary sewer system and shall not allow groundwater drains to discharge into the sanitary sewer system.

O. LIMITATIONS – Nothing contained in these specifications shall permit or otherwise grant to the Grant County Sanitary Sewer District the authority or power to enter into any agreement, contract, or cooperative with any other sanitary sewer treatment authority or facility, including but not limited to any municipal sanitary sewer authority without the express written consent and approval of the Grant County Fiscal Court.

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**SECTION FOUR: SANITARY SEWERS**

A. PURPOSE – The purpose of this chapter is to outline requirements for the proper design, construction, and final acceptance of gravity sanitary sewers and appurtenances.

B. DESIGN REQUIREMENTS – All sanitary sewers and appurtenances shall be designed in accordance with requirements and regulations of the Public Service, the Department for Natural Resources and Environmental Protection, Division of Water, Facilities Construction and in accordance with “Recommended Standards for Wastewater Facilities” (10 state standards).

(1) Plans for sanitary sewer shall show plan view and profile view with size of sewer line and slope of sewer line.

(2) Minimum size – minimum size for sanitary sewer lines shall be 8 inches.

(3) Buoyancy – buoyancy of sewers shall be considered and floatation of the pipe shall be prevented with appropriate construction where high groundwater conditions are anticipated.

(4) Slope – All sewers shall be designed and constructed to give mean velocities, when flowing full, of not less than 2.0 feet per second, based on Manning’s formula using an “n” value of 0.013. The minimum slope for 8 inch sewer lines shall be 0.40 feet per 100 feet.

(5) Slope Between Manholes – Sewers shall be laid with uniform slope between manholes.

(6) High Velocity Protection – Where velocities greater than 15 feet per second are attained, special provision shall be made to protect against displacement by erosion and impact.

(7) Steep Slope Protection – Sewers on 20 percent slopes or greater shall be anchored securely with concrete anchors spaced as follows:

(a) Not over 36 feet center to center on grades 20 percent and up to 35 percent;


(b) Not over 24 feet center to center on grades 35 percent and up to 50 percent; and

(c) Not over 16 feet center to center on grades 50 percent and over.

(8) Alignment – Sewers shall be laid with straight alignment between manholes, straight alignment shall be checked by using a laser.

(9) Service Connections – Service connections to the sewer main shall be water tight and not protrude into the sewer. If a saddle type connection is used, it shall be a device designed to join with the types of pipe which are to be connected. All materials used to make service connections shall be compatible with each other and with the pipe materials to be jointed and shall be corrosion proof.

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(10) Manholes

(a) Location - Manholes shall be installed: at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400 feet. Cleanouts may be used only for special conditions and shall be not substituted for manholes nor installed at the end of laterals greater than 150 feet in length.

(b) Drop Type - A drop pipe shall be provided for a sewer entering a manhole at an elevation of 24 inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole invert is less than 24 inches, the invert shall be filleted to prevent solids deposition.

Drop manholes should be constructed with an outside drop connection. The entire outside drop connection shall be encased in concrete.

(c) Diameter - The minimum diameter of manholes shall be 48 inches. A minimum access diameter of 22 inches shall be provided.

(d) Flow Channel - The flow channel straight through a manhole should be made to conform as closely as possible in shape, and slope to that of the connecting sewers. The channel walls should be formed or shaped to the full height of the crown of the outset sewer in such a manner to not obstruct maintenance, inspection or flow in the sewers.

(e) Watertightness - Manholes shall be of the pre-cast concrete. Manholes lift holes and grade adjustment rings shall be sealed with non-shrinking mortar or other material approved by the district.

Inlet and outlet pipes shall be joined to the manhole with a gasketed flexible watertight connection that allows differential settlement of the pipe and manhole wall to take place.


Watertight manhole covers are to be used wherever the manhole tops may be flooded by street runoff, high water or in a 100 year flood plain.

(11) Cross Connections Prohibited - There shall be no physical connections between a public or private potable water supply system and a sewer, or appurtenances thereto which would permit the passage of any wastewater or polluted water into the potable supply. No water pipe shall pass through or come into contact with any part of a sewer manhole.

(12) Separation of Water Lines and Sewers – Water main shall be laid at least ten feet horizontally from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, the sewer line shall be 2.5 feet from and 2.5 feet below the water line.

(13) Water Line Crossings – Water lines shall be a minimum of 18 inches above and sewer line. Sewer joints will be equidistant and as far as possible from the water main joint.

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C. MATERIALS

(1) General - All pipe, joint, and fittings for sanitary sewer shall be constructed of polyvinyl chloride (P.V.C.) or ductile iron (DI) (when shown on plans), unless otherwise approved by Engineer.

(2) Polyvinyl Chloride Pipe and Fittings (PVC) - PVC pipe shall be extruded from Type I, Grade 1, polyvinyl chloride material designated as PVC 1120, meeting ASTM Specifications D3034, Type PSM, and have a standard dimension ratio of SDR 35.

Pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. Pipe shall be as uniform as commercially practical in color.

Workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures, burst pressures, flattening, extrusion quality, marking and all other requirements of Commercial Standards CS 256-63 shall be complied with in all respects.

Pipe shall be furnished in 13 foot lengths. Pipe shall have a bell on one end. Male ends of pipe must be beveled on the outside. Pipe shall have a ring painted around male end or ends in such a manner as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of pipe installation.

Pipe must be delivered to job site by means which will adequately support it and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to final point of placement as is practical. Pipe must not be exposed to direct rays of sun for an extended period of time. If pipe is not to be installed shortly after delivery to job site, it must be stored in shaded location and strung as needed.

All pipe and fittings shall be clearly marked on the outside indicating name of manufacturer, nominal diameter, and specification classification.

(3) Ductile Iron Pipe - Mechanical and Rubber Slip Joint Type - Ductile iron pipe shall be designed for a minimum 200 psi operating pressure plus 100 psi water hammer allowance.


The net weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, the year in which the pipe was produced and the letters "DI" or "DUCTILE" SHALL BE CAST OR STAMPED ON THE PIPE.

The spigot end of the pipe shall be free of blemishes and defects which might be responsible for a poor fit with the rubber ring gasket and result in leakage.

All ductile iron pipe for sewer service shall have manufacturer's standard outside bituminous or asphaltic base coating and a cement lining and bituminous seal coat on the inside. Cement mortar lining and bituminous seal coat inside shall conform to ANSI/AWWA C104/A21.4-99.

Ductile iron compact fittings, meeting the requirements of ANSI/AWWA C153/A21.53-88, will be accepted through 16 inch diameter.

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Fittings shall be 350 psi pressure rating for all sizes through 30 inch.

All fittings shall be lined and coated the same as adjacent pipe.

Pipe joints shall be mechanical joint or rubber ring slip joint.

All items used for jointing pipe shall be furnished with the pipe. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Copies of the instructions shall be delivered to the DISTRICT at start of construction in sufficient numbers that will permit the DISTRICT to retain 3 copies.

Mechanical joints are to be furnished according to ANSI/AWWA C111/A21.11-90. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel (Corten type such as U.S. Alloy) or equal. Rubber gaskets shall be made of plain first grade rubber, free of imperfections and porosity. Hardness shall be 75±5 durometer.

(4) Steel Encasement Pipe – Steel encasement pipe shall be steel, plain end uncoated and unwrapped, have a minimum yield point strength of 35,000 psi and conform to ASTM A252 Grade 2 or ASTM A139 Grade B without hydrostatic tests. Steel pipe shall have continuous welded joints and be in at least 18-foot lengths. Used pipe can be used if the minimum wall thickness is met.

Wall thickness of pipe shall be a minimum of 0.250 inches. Diameter of pipe shall conform to requirements of Kentucky Transportation Cabinet, Bureau of Highways for highway crossings and the American Railway Engineering Association.

Spacers shall be used at every 8 feet. Manufactured end sections shall be used at the end of the steel encasement.

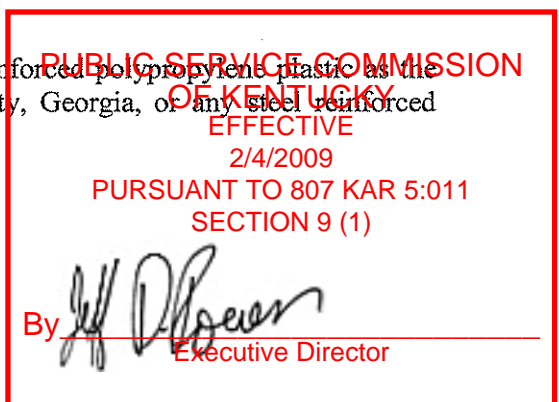
(5) Manholes

(a) Precast Concrete Rings - Precast concrete rings for manholes shall conform to ASTM C 76, Table II, Wall B, with minimum concrete strength of 4,000 psi, except that rings for manholes over 12 feet deep shall be in accordance with Table III. O-ring gaskets shall be installed between connected ring sections.

(b) Precast concrete eccentric cones shall be of size and shape indicated on Drawings and shall conform to ASTM C 76 for reinforced concrete sewer pipe.

(c) Manhole bases shall be formed as indicated on Drawings. Watertight seals, such as "Dura-Seal" shall be factory installed in the bases.

(d) Manhole Steps - shall be made of steel reinforced polypropylene plastic as the PS1 manhole step manufactured by M.A. Ind., Inc., Peachtree City, Georgia, or any steel reinforced plastic step which produces equal or better performance.



(e) Manhole castings shall consist of cast iron frames and 22-3/4 inch diameter covers, dimensioned as indicated on Drawings. Manhole covers shall set neatly in rings, with contact edges machined for even bearing and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY SEWER". Covers shall have two pick holes about 1-1/4" inches wide and sanitary sewer manholes shall not be perforated. Standard manhole frames (for medium traffic) shall be 7 inches thick and weigh 350 pounds, heavy duty manhole frames shall be 9 inches thick and weigh 450 pounds. Four (4) inch frames are not permitted.

(f) Drops into standard manholes shall be built as a part of standard manhole of Class "B" concrete. Stack pipe shall be laid in manhole as indicated on Drawings and encased with concrete. Pipe which is laid on drop portion of manhole shall be supported with Class "B" concrete extending from drop stack to reinforced base of manhole.

D. TRENCH EXCAVATION - Trenches in which pipes are to be laid shall be excavated in open cut to depths indicated on Drawings. Minimum allowable trench width shall not be less than outside diameter of pipe plus twelve inches. Where rock is encountered, it shall be removed to a minimum depth of six inches below the pipe.

Unless specifically authorized by District, trenches shall in no case be excavated or permitted to become wider than 2 feet 6 inches plus nominal diameter of pipe at level or below top of pipe. If trench does become wider than 2 feet 6 inches at level of or below top of pipe, special precautions may be necessary, such as providing compacted granular fill up to top of pipe or providing pipe with additional crushing strength determined by District after taking into account actual trench loads that may result and strength of pipe being used. Contractor shall bear cost of such special precautions as necessary.

All excavated materials shall be placed a minimum of 2 feet from edge of trench.


Where conditions exist that may be conducive to slides or cave-ins, proper and adequate sheeting, shoring and bracing shall be installed to provide safe working conditions and to prevent damage to work.

Trenches shall be kept free of water during laying of pipe and until pipeline has been backfilled.

All trenching operations shall be in compliance with OSHA regulations and state requirements.

When excavated material is placed on paved roads, the contractor shall clean road with power broom at the end of each days work or as directed by the Engineer.

When excavated material is placed on gravel or dirt roads, the contractor shall place crushed stone to the same thickness of the road prior to construction as determined by the District.

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Where unstable material is encountered or where depth of excavation in earth exceeds six feet, sides of trench or excavation shall be supported by substantial sheeting, bracing and shoring, or side sloped to angle of repose. Sloping sides of ditch to angle of repose will not be permitted in streets, roads, narrow rights-of-way or other constricted areas unless otherwise specified. Design and installation of all sheeting, sheet piling, bracing and shoring shall be based on computations of pressure exerted by materials to be retained under construction conditions. Adequate and proper shoring of all excavations shall be the entire responsibility of Contractor.

E. BLASTING - Shall be conducted in accordance with municipal ordinances, state laws, and Section 9 of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, except with light charges of explosives. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.

All shots shall be covered with heavy timber or steel blasting mats to prevent flying material. Unless otherwise specified or directed, delay caps shall be used to reduce earth vibrations and noise.

All blasting operations shall be covered by public liability insurance, or if said public liability insurance does not cover blasting, then the Contractor shall have separate public liability insurance to cover his blasting operations.

All blasting operations shall be supervised and performed by qualified licensed personnel.

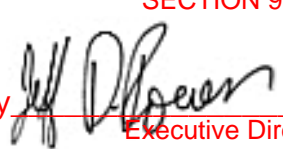
F. PIPE BEDDING - In all cases foundation for pipes shall be prepared so that entire load of backfill on top of pipe will be carried on barrel of pipe and where bell and spigot pipe are involved, none of load will be carried on bells.

For bell and spigot pipe, bell holes shall be cut in granular bedding to prevent bells from being supported on undisturbed earth or granular material.

Supporting of pipe shall be as set out hereinafter, and in no case shall the supporting of pipe on blocks be permitted.

Foundations for pipes laid in trenches shall be prepared so that entire load of backfill on top of pipe will be carried uniformly on barrel of pipe. Pipe bells shall not carry any load of backfill. Excavation shall be undercut to a minimum depth of six inches below bottom of pipe. Pipe shall be laid on a bed of granular material to provide continuous support for the lower section of pipe. Granular bedding shall be Dense Graded Aggregate (DGA) or #9 stone.

If trench bottom is in rock, excavation shall be undercut to a minimum depth of six inches below bottom of pipe. Pipe shall be laid on a bed of granular material to provide continuous support for the lower section of pipe. Granular bedding shall be Dense Graded Aggregate (DGA) or #9 stone.

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In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of pipe might take place during placing of backfill, pipe must be weighted or secured permanently in place by such means as will prove effective. When directed by District, yielding and mucky material in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for pipe.

G. PIPE LAYING – Crushed stone or other such granular material shall be used as backfill.

Laying of sewer pipe in finished trenches shall commence at lowest point so that spigot or tongue ends point in the direction of flow.

Contractor shall use a laser instrument to set grades on sewer lines. In using such an instrument, Contractor shall be responsible for maintaining grades and elevations as called for on drawing profiles, and any variances found shall be corrected by Contractor.

All pipe lengths shall be laid with ends abutting and true to line and grade as shown on the plans. They shall be fitted and matched so that when laid they will form a sewer with a smooth and uniform invert. Foundation of pipe shall be as set out hereinbefore under "Pipe Bedding" and in no case shall supporting of pipe on blocks be permitted.

Branches and fittings for sewer lines shall be provided and laid as and where directed by District or indicated on Drawings.

Before each piece of pipe is lowered into trench, it shall be thoroughly cleaned and inspected. Each piece of pipe shall be lowered separately. No piece of pipe or fitting which is known to be defective shall be laid or placed in trenches. If defective pipe or fitting shall be discovered after pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to longitudinal axis of pipe.


When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a suitable plug fitted into pipe bell, so as to exclude earth or other material, and precautions taken to prevent floatation of pipe by runoff into trench.

All joints and connections shall be as established hereinbefore. Assembly of pipe and fitting joints shall be in accordance with manufacturer's recommendations.

H. BACKFILLING - All backfilling shall be accomplished in accordance with detail drawings and the requirements of this section. Any variances must be approved in writing by District.

When directed by District, Contractor shall add water to backfill material or dry out material when needed to attain a condition near optimum moisture content for a maximum density of material when it is tamped. Contractor shall obtain a compaction of the backfill of at least 95 percent of a standard (ASTM D698) Proctor density where mechanical tamping of backfill is required.

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Before final acceptance, Contractor will be required to level off all trenches or to bring trench up to level of surrounding terrain. Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction.

In the event that pavement is not placed immediately following trench backfilling in streets and highways, Contractor shall be responsible for maintaining trench surface in a level condition at proper pavement grade at all times. Pavement shall be replaced within 30 calendar days unless asphalt plant is closed.

In all cases walking or working on completed pipelines except as may be necessary in tamping or backfilling will not be permitted until trench has been backfilled to a point one foot above top of pipe. Filling of the trench and tamping of backfill shall be carried on simultaneously on both sides of the pipe in such a manner that completed pipeline will not be disturbed and injurious side pressures do not occur.

The method of backfilling shall be as follows:

Method "A" Backfilling in Open Terrain (AREAS NOT SUBJECT TO VEHICULAR TRAFFIC)

Lower portion of trench, from pipe bedding to a level plane 12 inches above top of pipe shall be backfilled with DGA or #9 stone.

Upper portion of trench above crushed stone portion shall be backfilled with material which is free from large rock. Incorporation of rock having a volume exceeding one-half cubic foot is prohibited. Backfilling this portion of trench may be accomplished by any means approved by District. The trench backfill shall be leveled.


Method "B" Backfilling Under Paved Streets and Roads (Open Cut Method)

Backfilling of pipeline trenches under sidewalks, streets, proposed streets, and parking lots shall be backfilled with DGA or flowable fill. Backfill shall be placed full depth in trench.

The Contractor shall be responsible for any trench settlement which occurs within one year from time of final acceptance of all work in the project. If paving shall require replacement because of trench settlement, within this time, it shall be replaced by Contractor. Repair of settlement damage shall meet approval of appropriate governing body.

Concrete cradle, anchors or encasement of sewer lines and/or fittings shall be placed where indicated on Drawings or directed by District. Concrete shall be Class "B" and shall be mixed sufficiently wet to permit it to flow under pipe to form a continuous bed. In tamping concrete, care shall be taken not to disturb grade or line of pipe or injure joints.

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I. STREAM CROSSINGS - All construction related to stream crossings shall be done to minimize soil erosion and siltation. Hay bales on silt fences shall be installed.

On stream crossings care shall be taken to limit the disturbed areas during construction. No excavating of unnecessary areas, disturbing or uprooting of trees and vegetation, dumping of soil or debris or pumping of silt-laden water into stream will be allowed.

On stream crossings, clean-up, grading, seeding and restoration shall begin immediately. All unexposed areas shall not remain unprotected for more than seven days.

J. MANHOLES - Manholes shall be installed where and as indicated on Drawings.

Standard manholes shall be over five feet in depth, measured from base of cover frame to top of concrete footing and shall be of cone-type top construction as indicated on Drawings.

Shallow manholes shall be five feet or less in depth, measured from base of cover frame to top of concrete footing and shall be of flat top construction as indicated on drawings.

Manhole excavation shall be kept free of water while manhole is being constructed and the manhole shall not be backfilled until inspected by the District.

Prior to installation, manhole shall be inspected for damage.

K. HIGHWAY AND RAILROAD CROSSINGS – Steel encasement pipe for road and railroad crossings shall be bored and/or jacked in place to the elevations shown on the plans. All joints between lengths shall be solidly welded with a smooth non-obstructing joint inside. The encasement pipe shall be installed without bends. The sewer line pipe shall be installed after the encasement pipe is in place. Casing spacers and end caps shall be installed on the pipe in the encasement.


L. CONCRETE ENCASEMENT – Concrete encasement shall be placed where shown on drawings, or as directed by District. Concrete shall be Class 3500 psi and shall be mixed sufficiently wet to permit it to flow under pipe to form a continuous bed. In tamping concrete, care shall be taken not to disturb grade or line of pipe or injure joints.

M. CONNECTION TO EXISTING SYSTEM

All connections to existing manholes shall be core drilled and installed with a neophrene boot. The invert of the manhole will be reconstructed to provide a channel for the new sewer line.

N. LATERALS - Sanitary Y's will be set on all sanitary sewer mains to serve the lots as shown on plans. The 4 inch laterals will be constructed to the property line or road right-of-way line as shown on plans. Contractor shall coordinate lateral location with the District.

All house connections, unless otherwise specified or directed, shall be 4-inch standard PVC pipe as specified hereinbefore and as indicated on Drawings. Trenching, pipe laying, joints and backfilling shall conform to requirements set out herein. All open ends shall be sealed with standard plugs to satisfaction of Engineer. To protect sealed end from trenching equipment a #4 reinforcing bar shall be installed as shown in the Plans.

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For shallow sewers (10 feet or less in depth) in rock or earth trenches, tees shall be encased entirely with crushed stone (Kentucky Highway Department Size No. 78) and fully compacted.

House connection pipe shall be of same type as used in collector lines. Pipe shall be laid on a uniform grade from tee branch to meet building sewer grade to building so that no bends will be needed for final connection. Contractor shall coordinate lateral location with the District.

House connection pipe shall contain a 45° fitting which will put end of pipe to ground level. The end of pipe shall be at the property line, right-of-way line or easement line.

For deep sewers (greater than 10 feet in depth) in rock, the tees shall be encased entirely with Class "B" Concrete. House connections in this case shall be a combination of cast iron pipe, cast iron bends, and standard adapter and sewer pipe of same material used for collector lines, extended from tee to property line. Cast iron pipe shall be laid vertically from main to a point to meet the probable building sewer grade. From this point appropriate pipe (same type as used in collector lines) shall be laid on a uniform slope to match probable grade of building sewer.

The laterals shall be installed so the grade will be able to tie into the house connection.

Under normal conditions, where elevations are not critical, house connection pipe shall be laid on a slope of not less than one foot per 100 feet (approximately 1/8 inch per foot).

Tapping house connections into manholes on newly constructed sewers will not be permitted, except where approved by District. Where it is necessary to do so, invert of house connection shall not be higher than a point three inches below top of bench to prevent accumulation of solids on bench. If necessary, a standard drop connection shall be provided for a house connection that is tapped into a manhole.

O. TESTING GRAVITY SEWERS


(1) General - After collection and/or outfall lines have been brought to completion, and prior to final inspection, Contractor shall rod out entire system by pushing through each individual line in system, from manhole to manhole, appropriate tools for removal from the lines of any and all dirt, debris and trash.

All lines or sections of lines that are found to be laid improperly with respect to line or grade, that are found to contain broken or leaking sections of pipe, or are obstructed in such a manner that they cannot be satisfactorily corrected otherwise, shall be removed and replaced.

(2) Low Pressure Air Test - All sanitary sewers will receive a low-pressure air test for leakage. Air test will be made after all laterals have been installed to property lines and backfilling has been completed and compacted.

All ties and end of sewer services shall be plugged with flexible joints, plugs or end caps securely fastened to withstand internal test pressures. Such plugs or caps shall be readily removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

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Prior to testing, pipe shall be checked to see that it is clean. If not, it shall be cleaned by passing a full gauge squeegee through the pipe. It shall be Contractor's responsibility to clean the pipe.

Immediately following this check or cleaning, pipe installation shall be tested with low-pressure air. Air shall be slowly supplied to plugged pipe installation until internal air pressure reaches 4.0 pounds per square inch greater than average back pressure of any ground water that may be in the pipe. At least two minutes shall be allowed for temperature stabilization.

Requirements of air test shall be considered satisfied provided that the time required, in seconds for pressure to decrease from 3.5 to 3.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe is not less than that shown in the "Allowable Time Table" listed below, which is for 400 foot sections of pipe. For testing of shorter sections of pipe the District shall determine duration of test.

ALLOWABLE TIME TABLE


PIPE SIZE	TIME		PIPE SIZE	TIME	
	MIN.	SEC.		MIN.	SEC.
6"	2	55	18"	8	30
8"	3	57	21"	9	50
10"	4	43	24"	11	20
12"	5	40	27"	12	45
15"	7	05	30"	14	10

Contractor shall furnish all labor and equipment necessary to conduct low pressure air test. Records of test results shall be kept for each section of sewer tested.

District must witness each satisfactory air test before it will be accepted as fulfilling requirements of these specifications.

(3) Infiltration Test - Contractor shall lay sewer lines, including house connections, so that ground water infiltration shall not average more than 1500 gallons per 24 hours per mile of sewer without regard to diameter of sewer. Only length of main sewers shall be used in making the foregoing computation even though house connections (from the main sewer to property line) should be in place and included as a part of system when infiltration is measured. This requirement may be applied to a portion of contract work, such as sewers in a separate drainage area or to a single section of line between two manholes.

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In order to test for infiltration, the District may also require exfiltration tests on each section of pipe between manholes after it has been laid but prior to backfilling of joints. Exfiltration tests shall be conducted by plugging lower end of section of sewer to be tested and filling sewer with water to a point approximately five feet above invert at lower end observing for leakage at all joints and measuring the amount of leakage for a given interval of time. Exfiltration shall not exceed 110 percent of infiltration limits set out hereinbefore. All observed leaks shall be corrected even if exfiltration is within allowable limits. Exfiltration tests will normally be required for flat sections of sewer that are expected to be below wet season ground water table.

To test for infiltration, Engineer may also require that Contractor plug open ends of all lines at manhole so that measurements may be made in each section of sewer line. This infiltration test will not be made until sewer line is completed, and Contractor will be required to correct all conditions that are conducive to excessive infiltration and may be required to relay such sections of line that may not be corrected otherwise. All observed leaks shall be corrected even if infiltration is within allowable limits.

(4) Deflection Test - Deflection tests shall be performed on all sewers after they have been constructed a minimum of 30 days. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. Pipe deflection shall be measured and recorded by the CONTRACTOR in the presence of the District using appropriate methods approved by the pipe manufacturer and acceptable to the District. Equipment required for the test shall be provided by the Contractor.

Any sewer line exceeding 5% of deflection shall be replaced.

(5) Each manhole shall be tested for water tightness.

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**SECTION FIVE: SEWAGE FORCE MAIN**

A. PURPOSE – The purpose of this chapter is to outline requirements for the proper design, construction and final acceptance of sewage force mains and appurtenances.

B. DESIGN REQUIREMENTS – All sewage force mains and appurtenances shall be designed in accordance with requirements and regulations and the Public Service Commission and the Department for Natural Resources and Environmental Protection, Division of Water, Facilities Construction Branch.

(1) Velocity and Diameter – At design pumping rates, a cleansing velocity of at least 2 feet per second should be maintained. The minimum force main diameter for raw wastewater shall not be less than 4 inches. Smaller force mains can be used with grinder sewage pumps.

(2) Air and Vacuum Relief Valve – An air relief valve shall be placed at high points in the force main to prevent air locking. Vacuum relief valves may be necessary to relieve negative pressures on force mains. The force main configuration and head conditions should be evaluated as to the need for and placement of vacuum relief valves.

(3) Termination – Force mains should enter the gravity sewer system at a point not more than 2 feet above the flow line of the receiving manhole.

(4) Pipe and Design Pressure – Pipe and joints shall be equal to water main strength materials suitable for design conditions. The force main, reaction, reaction blocking, and station piping shall be designed to withstand water hammer pressures and associated cyclic reversal of stresses that are expected with the cycling of wastewater lift stations.

(5) Design Friction Losses – Friction losses through force mains shall be based on the Hazen and Williams formula or other acceptable methods. When the Hazen and Williams formula is used a “C” value of 120 shall be used for design. The design shall also check force main design with a “C” value of 140.

(6) Identification – Where force mains are constructed of material which might cause the force main to be confused with potable water mains, the force main shall be appropriately identified.


(7) Depth of Cover- All force mains shall have a minimum cover of thirty six inches of backfill, measured from the top of the pipe.

(8) Separation of Water Lines and Sewers – Force main shall be laid at least ten feet horizontally from any existing or proposed water line. The distance shall be measured edge to edge.

C. MATERIALS

(1) Polyvinyl Chloride Pipe (PVC) - PVC pressure pipe shall conform as a minimum, to ASTM Specifications D-2241, and shall be pressure Class 200. Pipe furnished under ASTM A-2241 shall have a standard dimension ratio not to exceed SDR 21, and shall be rated to a working pressure of at least 200 psi at 73.4°F.

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Fittings shall be cast iron Mechanical Joint Class 250 conforming to AWWA Specifications C110 for short body cast iron fittings. Fittings shall be tar-coated outside, and shall receive standard cement lining with bituminous seal coat on inside.

Joints shall be of push-on type conforming to ASTM D3139 and F477 requirements for elastometric-gasket joints. All jointing material and lubricants shall be non-toxic.

(2) Sewage Combinations Air Valve - The Sewage Combination Air Valve shall consist of a single body with double orifice to allow large volumes of air to escape and enter thru the larger diameter air and vacuum orifice when filling or draining a pipe line.

The Float shall be heavily constructed stainless steel hermetically sealed; and having a Concave bottom impact area to provide immediate resistance to flow and instant upwards movement to shut off the larger orifice "WITHOUT SPILLING".

The Buna-N seat must be fastened to the valve cover, without distortion for drop tight shut-off.

The Sewage Combination Air Valve shall be fitted with (1) inlet 2" Bronze Gate Valve from the force main, (1) Blow-off Valve and (1) Flush Valve and minimum 5' Rubber Hose with quick disconnect couplings for back flushing.

Valve to be APCO Series 440WA Sewage Combination Air Valve with attachments, as manufactured by Valve & Primer Corporation or approved equal.

(3) Check Valve - Check valve shall be a lever a spring type and conform to the latest revision of AWWA Specification C-500. Valves shall have a rated working pressure of 175 psi with standard mechanical joint.

Check valve shall be installed in a 36" diameter PVC box.

Metal lid for boxes shall be VWM-24-2 by Vestal Manufacturing or approved equal and marked "Sewer".

(4) Gate Valves and Boxes - All gate valves shall be double disc, parallel seat type or resilient seated type, iron body, non-rising stem, fully bronze mounted with O-ring seals. Valves shall be of standard manufacture and of highest quality both as to materials and workmanship and shall conform to latest revisions of AWWA Specification C-500. Valves shall have a rated working pressure of 200 psi, with standard mechanical joint, A-2380-23 as manufactured by Mueller Co., Darling, Smith, Kennedy, or approved equal.

Gate valves for buried service shall be furnished with mechanical joint and connections, unless otherwise indicated on Drawings. End connections shall be suitable to receive PVC.

All gate valves shall have name or monogram of manufacturer, year valve casting was made, size of valve, and working pressure cast on the body of valve.

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Gate valves set with valve boxes shall be provided with a 2 inch square operating nut and shall be opened by turning to left (counterclockwise); gate valves set in vaults or pits shall be furnished with hand wheels.

Gate valves shall be installed in a vertical position with cast iron valve box. Valve boxes shall be cast iron, screw type with drop over marked "SEWER". They shall be set vertically and properly adjusted so that cover will be in the same plane as finished surface of ground, street, or sidewalk.

Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve box bases shall not rest on valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that tops of boxes will be at grade in any paving, walk or road surface, and two to three inches above ground in grass plots, fields, woods or other open terrain. Valve boxes shall be as manufactured by Mueller, M & H Valve Company, Darling, Russell Pipe and Foundry, or approved equal.

A two feet diameter by four inch thick concrete pad shall be furnished around valve boxes. All concrete shall be poured on site with no prefab pads allowed.

D. TRENCHING, BEDDING, PIPE LAYING, BACKFILLING AND HIGHWAY CROSSING - Trenching, bedding, pipe laying, backfilling and highway crossing for force main shall be as indicated on the drawings.

E. TESTING OF SEWAGE FORCE MAINS - Finished work shall comply with provisions listed below:

(1) Leakage in pipelines, when tested under pressure of 50# in excess of normal operating pressure, shall not exceed 5 psi differential during duration of test.

(2) Where practicable, pipelines shall be tested between line valves or plugs in lengths of not more than 1500 feet.

(3) Pipelines shall be tested before backfilling at joints except where otherwise required by necessity, local ordinance, or public convenience.

(4) Duration of test shall be not less than two hours.


(5) Where leaks are visible at exposed joints and/or evident on surface where joints are covered, joints shall be repaired or relaid, and leakage minimized, regardless of total leakage as shown by test.

(6) All pipe, fittings and other materials found to be defective under test shall be removed and replaced at Contractor's expense.

(7) Lines which fail to meet tests shall be repaired and retested as necessary until requirements are complied with.

(8) All tools, equipment, labor, materials, and water necessary for pressure testing of force main shall be provided by Contractor at no additional cost to Owner.

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**SECTION SIX: SUBMERSIBLE SEWAGE PUMP STATION**

A PURPOSE – The purpose of this chapter is to outline requirements for the proper design, construction and final acceptance of submersible sewage pump station.

B. DESIGN REQUIREMENTS – All pump stations and appurtenances shall be designed in accordance with the requirements and regulations of the Public Service Commission and the Department for Natural Resources and Environmental Protection, Division of Water, Facilities Construction Branch and in accordance with “Recommended Standards for Wastewater Facilities” (Ten State Standards).

(1) Flooding – Wastewater pumping station structures and electrical and mechanical equipment shall be protected from physical damage by the 100 year flood. Regulations of state, provincial and federal agencies regarding flood plain obstructions shall be considered.

(2) Accessibility and Security – The pump station shall be readily accessible by maintenance vehicles during all weather conditions. The facility should be located off the traffic way of streets and alleys. It is recommended that security fencing and access hatches with locks be provided.

(3) Construction – Submersible pumps and motors shall be designed specifically for raw wastewater use, including totally submerged operation during a portion of each pumping cycle and shall meet the requirements of the National Electrical Code for such units. An effective method to detect shaft seal failure or potential seal failure shall be provided.

(4) Pump Removal – Submersible pumps shall be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well.


(5) Wet Wells – The design fill time and minimum pump cycle time shall be considered in sizing the wet well. The effective volume of the wet well shall be based on design average flow and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. The pump manufacturer’s duty cycle recommendations shall be utilized in selecting the minimum cycle time. When the anticipated initial flow tributary to the pumping station is less than the design average flow, provisions should be made so that the fill time indicated is not exceeded for initial flows. When the wet well is designed for flow equalization as part of a treatment plant, provisions should be made to prevent septicity.

The wet well shall be designed to have two (2) hours of storage of average flow above the alarm setting.

The wet well floor shall have a minimum slope of 1 to 1 to the hopper bottom. The horizontal area of the hopper bottom shall be no greater than necessary for proper installation and function of the inlet.

Covered wet wells shall have provisions for air displacement to the atmosphere, such as exhaust pipe or other means.

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(6) Buoyancy – Where high groundwater conditions are anticipated, buoyancy of the wastewater pumping station structures shall be considered and, if necessary, adequate provisions shall be made for protection.

(7) Pump Openings – Pump handling raw wastewater shall be capable of passing spheres of at least 3 inches in diameter. Pump suction and discharge openings shall be at least 4 inches in diameter unless grinder pumps are used.

(8) Valves – Suitable shutoff and check valves shall be placed on the discharge line of each pump. The check valve shall be located between the shutoff valve and the pump. Check valves shall be suitable for the material being handled and shall be placed on the horizontal portion of discharge piping except for ball checks, which may be placed on the vertical run. Valves shall be capable of withstanding normal pressure and water hammer.

All shutoff and check valves shall be operable from the floor level and accessible for maintenance.

Valves shall be located in a separate valve pit. Provisions shall be made to remove or drain accumulated water from the valve pit. The valve pit may be dewatered to the wet well through a drain line. Check valves that are integral to the pump need not be located in a separate valve pit provided that the valve can be removed from the wet well.


(9) Electrical Equipment – Electrical supply, control, and alarm circuits shall be designed to provide strain relief and to allow disconnection from outside the wet well. Terminals and connectors shall be protected from corrosion by location outside the wet well or through use of watertight seals.

The motor control center shall be located outside the wet well, be readily accessible, and be protected by a conduit seal or other appropriate measures meeting the requirements of the National Electrical Code, to prevent the atmosphere of the wet well from gaining access to the control center. The seal shall be so located that the motor may be removed and electrically disconnected without disturbing the seal. When such equipment is exposed to weather, it shall meet the requirements of weatherproof equipment NEMA 3R or 4.

Pump motor power cords shall be designed for flexibility and serviceability under conditions of extra hard usage and shall meet the requirements of the National Electrical Code standards for flexible cords in the wastewater pump stations. Ground fault interruption protection shall be used to de-energize the circuit in the event of any failure in the electrical integrity of the cable. Power cord terminal fittings shall be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, shall be provided with strain relief appurtenances, and shall be designed to facilitate field connecting.

(10) Alarm System - An audio-visual alarm system with a self-contained power supply shall be provided for pumping stations. The alarm shall be activated in cases of power failure, pump failure, or any cause of pump station malfunction.

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By   
Executive Director

C. MATERIALS

(1) Pumps – At each station, furnish two (2) heavy-duty non-clog submersible sewage chopper pumps, upper guide bar jacket, 40 feet of stainless steel lifting chain and 40 feet of pypalonjacketed type SPC cable P-MSHA approved and sized according to N.E.C. and ICEA standards.

Pumps shall be capable of handling unscreened sewage at pumping rate adequate for total dynamic head and flow rate required for proper operation of system in which it exists. Design shall be such that pump unit will be automatically and firmly connected to discharge piping when lowered into place on its mating discharge connection, permanently installed in a wet well. Pump shall be easily removable for inspections or service, requiring no bolts, nuts or other fastenings to be disconnected. For this purpose, there shall be no need for personnel to enter wet well. Each pump shall be fitted with a stainless steel chain of adequate length and strength to permit raising and lowering pump for inspection and removal. Pump, with appurtenances and cable, shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet.

All major parts, such as the stator casing, oil casing, sliding bracket, volute and impeller shall be of gray iron. All surfaces coming into contact with sewage shall be protected by a coating resistant to sewage. All exposed bolts and nuts shall be of stainless steel or brass construction.

Pumps shall be capable of continuous dry pumping in a totally dry condition without damage to motor or seals.

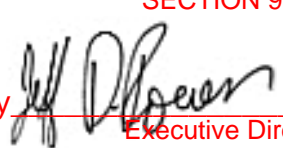
(2) Grinder Pump - At each grinder pump station, furnish two (2) heavy-duty non-clog submersible sewage grinder pumps, upper guide bar jacket, 40 feet of stainless steel lifting chain and 40 feet of pypalon-jacketed type SPC cable P-MSHA approved and sized according to N.E.C. and ICEA standards.

Pumps shall be capable of handling unscreened sewage at pumping rate adequate for total dynamic head and flow rate required for proper operation of system in which it exists. Design shall be such that pump unit will be automatically and firmly connected to discharge piping when lowered into place on its mating discharge connection, permanently installed in wet well. Pump shall be easily removable for inspections or service, requiring no bolts, nuts or other fastenings to be disconnected. For this purpose, there shall be no need for personnel to enter wet well. Each pump shall be fitted with a stainless steel chain of adequate length and strength to permit raising and lowering pump for inspection and removal.

Pump shall be of the centrifugal type with an integrally built in grinder unit and submersible type motor. The grinder unit shall be capable of macerating all material in normal domestic and commercial sewage including reasonable amounts of foreign objects such as small wood, sticks, plastic, thin rubber, sanitary napkins, disposable diapers and the like to a fine slurry that will pass freely through the pump and 1-1/4" discharge pipe. Discharge shall be 1-1/4" NPT.

Pumps shall be capable of continuous dry pumping in a totally dry condition without damage to motor or seals.

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Grinder assembly shall consist of grinder impeller and shredding ring and shall be mounted directly below the volute passage. Grinder impeller to be threaded onto stainless shaft and shall be locked with screw and washer. The shredding ring shall be pressed into iron holding flange for easy removal. Flange shall be provided with tapped back-off holes so that screws can be used to push the shredding ring from housing. All grinding of solids shall be from action of the impeller against the shredding ring. Both grinder impellers and shredding ring shall be of 440C stainless steel hardened to 58-60 Rockwell C.

(3) Pump Motors - Submersible electric motor shall be rated at the H.P. shaft output as shown in the design, have a service factor of 1.15, and be connected for available electricity at site meeting NEMA standards for electric motors.

Motor shall be designed for continuous duty, capable of sustaining ten (10) starts per hour.

Pump motors shall be housed in watertight casing and shall have Class B insulation system with Class "F" materials. Motor shall be equipped with tandem mechanical seals in oil bath and dual moisture sensing probes. Motor shall include two normally closed automatic resetting thermostats connected in series and imbedded in adjoining phases. Motor frame shall be cast iron, and all hardware and shaft shall be stainless steel.

Cable entry water seal design shall be such that precludes specific torque requirements to insure a watertight and submersible seal. Epoxies, silicones or other secondary sealing systems shall be used. Cable entry junction box and motor shall be separated by stator lead sealing gland or terminal board which shall isolate motor interior from foreign materials gaining access through pump top.


Pump motor cable installed shall be suitable for submersible pump applications and this shall be indicated by a code or legend permanently embossed on cable. Cable sizing shall conform to NEC specifications for pump motors and shall be of adequate size to allow motor voltage conversion without replacing cable.

(4) Level Controls - Liquid level controls shall include mercury switch level sensors in corrosion and shock resistant plastic casing with flexible cord and weight. Level control system shall include support brackets for suspending a minimum of five sensors at proper levels in wet well, and NEMA 4 watertight junction box as indicated on Drawings: one for pump turn-on; one for pump turn-off; one for both pumps ON; one for alarm and one for flooding of pump. Controls for automatically alternating the pumps shall also be installed.

(5) Pump and Valve Pits - Pump and valve pits shall be constructed of prefabricated reinforced concrete pipe conforming to requirements of AASHO M-207. Concrete slab cover for pump pit shall be adequately reinforced to support a live load of 100 pounds per square foot.

(6) Rail Assembly - The lift-out rail system assembly shall permit easy removal and installation of the pump without the necessity of personnel entering the wet well. Structural guide brackets with guide yokes of sufficient bearing strength to prevent binding shall bolt to the pump. A brace, easily removable from the top of the wet well, shall be provided to lock the parts together and to prevent line surges from breaking the seal and allowing leakage.

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The discharge case shall be securely bolted to the floor of the wet well so that slight detection caused by the discharge pipe will not cause the quick-connect pump flange to leak. The discharge case shall be made of cast iron pipe.

All guides, brackets and hold-downs shall be of non-sparking, corrosion resistant material.

(7) Sewage Pump, Fittings and Valves – All inside piping shall be Class 52 Ductile Iron Pipe, flanged ANSI Class 125 inside and terminating in mechanical joints bells outside. Outside piping shall conform to requirements listed elsewhere in these Specifications.

Gate valves shall be solid wedge, bronze fitted. Check valves shall be weight loaded, external lever type, bronze fitted. Gate valves shall be provided on discharge lines and a check valve on discharged line between pump and gate valve as indicated on Drawings.

A pressure gauge shall be installed downstream of the check valve. Coupling adapters shall be Type 912 cast iron as manufactured by Smith-Blair, or approved equal.

D. FACTORY TESTING - Pump manufacturer shall perform the following inspections and tests on each pump before shipment to insure proper operation of pump and compliance to customer's purchase order.

(1) Impeller, motor rating and electrical connections shall first be checked for compliance to the customer's purchase order.

(2) A motor and cable insulation test for moisture content or insulation defects shall be made.

(3) Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.

(4) The pump shall be run submerged in water to a minimum of six (6) feet.

(5) After operational test No. 4, the insulation test (No. 2) is to be performed again.


A written report stating the foregoing steps have been done shall be supplied with each pump at the time of shipment.

E. FIELD TEST - After installation, pumping station shall be given a running test of all equipment by factory representative. During test all piping and seals shall be checked to insure no leaks occur and controls shall be carefully checked and balanced for proper operation. A written report shall be delivered to the District on the results of the test.

Contractor shall furnish all necessary tools, materials, equipment and supervision of tests. Owner will furnish electrical energy.

Any defects in equipment or failure to meet guaranteed requirements of these specifications shall be promptly corrected by Contractor by replacement.

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F. TOOLS, SPARE PARTS AND MANUALS - One complete set of tools required for routine maintenance, together with any special tools required for such purpose, shall be furnished. Tools shall be supplied in a substantial steel tool box.

A complete replacement pump shaft seal assembly for each pump provided, complete with installation instructions and spare volute gasket shall be furnished.

Two copies of the Operation and Maintenance Manual shall be supplied to the District before final acceptance of pump station.

G. WARRANTY

Complete pump station shall have an unconditional one (1) year warranty on all parts and labor. Sewage pumps shall have a five (5) year prorated manufacturer's warranty.

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**SECTION FOUR: SEEDING**

A. PURPOSE - The purpose of this section is to outline the requirements for proper seeding in areas of construction.

B. MATERIALS - Mulch shall be a high quality small-grain straw or a hydraulically applied wood-cellulose fiber mulch approved by District.

Commercial fertilizer shall be a complete fertilizer, uniform in composition, dry and free flowing. Fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.

Lime shall be agricultural limestone containing not less than 85% of total carbonates and shall be ground to a fineness that 50% will pass through a 100-mesh sieve and 80% will pass through a 20-mesh sieve. Coarser material will be acceptable provided that specified rates of application are increased proportionally on basis of quantities passing 100-mesh sieve.

Lawn Seed shall be guaranteed by dealer and distributed as follows:

(1) Farm or pasture

- 80% Kentucky 31 Tall Fescue
- 20% Annual Ryegrass

(2) Residential Yards

- 40% Kentucky Bluegrass
- 40% Fine Leaf Fescue
- 20% Annual Ryegrass

Seed mixture shall be sown at rate of 5 pounds per 1000 square feet.

C. SOIL IMPROVEMENTS

Fertilizer shall be applied to all seeded areas as follows:


(1) Agricultural limestone - 75 pounds per 1000 square feet. Limestone shall be thoroughly mixed into topsoil as far ahead of seeding as will not interfere with other grading operations.

(2) Fertilizer - 20 pounds, 10-10-10 fertilizer per 1,000 square feet. Fertilizer shall be applied to areas being prepared for seeding and shall be mixed lightly in top few inches of topsoil.

D. SEEDING AND MULCHING - Immediately before seed is sown, loosen soil to a depth of 3 inches by rotary tools, discs, harrows, or other approved methods. Engineer may reduce depth to which soil is loosened on steep slopes or places inaccessible to mechanical equipment.

Remove all large or unsightly clods or stones, and other foreign material brought to surface and repair all gullies, washes, or disturbed areas before seed is applied.

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Seed shall be broadcast either by hand or by approved sowing equipment at rate specified.


Do not perform seeding during high winds that would prevent uniform distribution of seed.

E. PLANTING SEASON - Spring seeding season shall be between February 15 and April 15. Fall seeding season shall be between August 1 and October 20. Seeding seasons may be extended only at direction of District.

F. CLEAN-UP - Soil, peat or similar material which has been brought onto paved areas within or outside construction limit by hauling operations or otherwise shall be removed promptly, keeping these areas clean at all times. Upon completion of seeding, all excess soil, stones and debris which have not previously been cleaned up shall be removed from site. All lawn areas shall be prepared for final inspection.


G. GUARANTEE – Seeding shall be guaranteed for a period of one year. Developer shall perform all corrective work as soon as favorable working conditions occur after being advised of corrective action.

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By   
Executive Director

# EXHIBIT "C"

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
2/4/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

**SANITARY SEWER  
EASEMENT**

For and in consideration of the payment of One Dollar (\$1.00) and other good and valuable considerations to the undersigned paid by Grant County Sanitary Sewer District, a Special District created by the Grant County Fiscal Court pursuant to the provisions of Kentucky Revised Statutes, Chapter 67 and 74, the receipt of which is hereby acknowledged, the undersigned DAUGHERTY, HIGDON, and GRIFFITH, a KENTUCKY GENERAL PARTNERSHIP GRANTORS, their heirs and assigns, hereby grant, bargain, sell and convey unto the Grant County Sanitary Sewer District ("GRANTEE"), its successor and assigns, a perpetual right-of-way and easement for the purpose of constructing sanitary sewer lines and related purposes, including but not limited to the right to lay, construct, operate, inspect, maintain, repair, reconstruct and remove sanitary sewer lines and related appurtenances, including but not limited to manholes or other structures as the Grant County Sanitary Sewer District may deem necessary along, through, under, across and upon the following described real estate:

PIDN \_\_\_\_\_

Property Address: Grant Mobile Home Park, Hyde Road, Dry Ridge, KY 41305

Grantor Mailing Address: 7730 U.S. Highway 42, Suite C & B, Florence Ky 41042

A tract of land owned by the GRANTORS and located on Kendrick Drive and being a part of the same property conveyed to GRANTORS herein by Deed recorded in Deed Book 212, Page 500 of the office of the Grant County Clerk's records, Williamstown, Kentucky.

A strip of land 20 feet wide on the north side of Claiborne Drive with the location of the centerline being described as follows:

Easement No. 1:

Beginning at a point on the Grantor's south line on the east side of Hyde Road, said point being in the south line of the property commonly know as Grant Mobile Home Park, thence in a northerly direction and running generally parallel to Hyde Road approximately 506 feet to a point on the north property line of Grant Mobile Home Park. The easement herein described being approximately 506 feet long by 20 feet wide. The easement will be centered on the actual as-built location of the sanitary sewer line.

Easement No. 2:

Beginning at a point on the east side of Hyde Road and on the south side of Camry Drive, thence easterly approximately 600 feet and running generally parallel to Camry Drive, thence meandering northeasterly past the cul-de-sac of Camry Drive approximately 665 feet and terminating at a pump station near the east end of Angela Drive. The easement herein described being approximately 1265 feet long by 20 feet wide, plus additional lands in and around the confines of the pump station area. The easement will be centered on the actual as-built location of the sanitary sewer line.

The consideration hereinabove recited shall constitute payment in full for

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
2/4/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**

By *[Signature]*  
Executive Director

land of the GRANTORS, their successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their successors or assigns.

Together with the right to use such additional land on either side of the above described easement as may be required during the time the sewer lines and appurtenances are being constructed, repaired or reconstructed. Also included is the right of ingress and egress in and over the existing ways and land of GRANTOR to the extent suitable and other reasonable routes to and upon and along such easement at such times and such points as may be reasonably necessary for the GRANTEE's construction, maintenance and/or reconstruction of such sewer lines; and the right of the GRANTEE to remove, clear, and keep cleared, any and all trees, roots, brush or other obstructions within the limits of this right-of-way and easement which may endanger the safety of or interfere with the construction, operation, maintenance, repair and/or reconstruction of said sewer line and appurtenances.

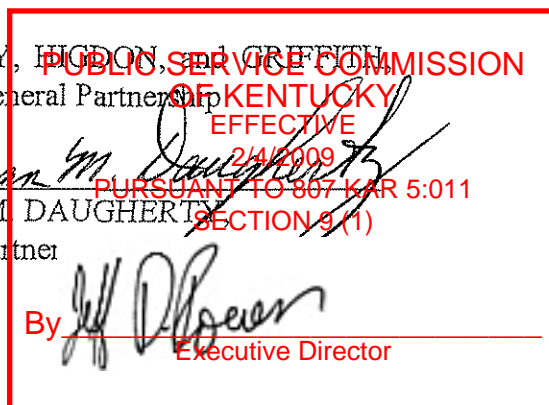
GRANTORS shall have the right to use the surface of the land over said easement for any purpose provided same does not in any way interfere with the GRANTEE's full and free use of the easement herein granted and provided further that no building or other structure shall be erected upon, across, over or through said strip of land herein granted and that GRANTORS shall not excavate or fill within said right-of-way and easement or immediately adjacent thereto. It is the obligation of the GRANTORS not to erode or lay waste on the land or in which the sewer and appurtenances thereto are located or otherwise adversely affect the operation or maintenance of said sewer lines and appurtenances. Before taking action which might affect said sewer or appurtenances, GRANTORS agree (a) to give notice of such action in writing to the GRANTEE at least fifteen (15) days before such action is taken; and (b) obtain written approval from the GRANTEE which approval shall not be unreasonably withheld.

To have and to hold said easement and right-of-way herein granted unto the GRANTEE, its successors and assigns forever.

The GRANTORS herein releases all right, title and interest in and to said easement and right-of-way and covenants that title to said easement and right-of-way is free, clear and unencumbered and warrants generally title thereto.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands this 16 day of DECEMBER, 2008.

DAUGHERTY, HIGDON, SERFF, GREEN, & GIBSON  
a Kentucky General Partnership  
BY: Logan M. Daugherty  
LOGAN M. DAUGHERTY  
General Partner





BY: [Signature]  
GEORGE HIGDON, General Partner

BY: [Signature]  
BYRON V. GRIFFITH, General Partner

STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Logan M. Daugherty, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors, to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Logan M. Daugherty, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, ~~2009~~ 2008.

[Signature]  
Notary Public  
My Commission expires: 4-16-2012

STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through George Higdon, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through George Higdon, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, ~~2009~~ 2008.

[Signature]  
Notary Public  
My Commission expires: 11/12

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE 2/4/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
By [Signature]  
Executive Director


STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Byron V. Griffith, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Byron V. Griffith, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, ~~2009~~ 2008.

Kellie Smith  
Notary Public  
My Commission expires: 4-16-2012

THIS INSTRUMENT PREPARED BY:

BERGER, COX & NIENABER, P.S.C.

  
THOMAS R. NIENABER  
401 Madison Avenue  
Covington, KY 41011  
(859) 491-9088

STATE OF KENTUCKY  
COUNTY OF GRANT

I, \_\_\_\_\_, Clerk of the Grant County Clerk's office do hereby certify that this instrument of writing from Daugherty, Higdon and Griffith, a Kentucky General Partnership, to Grant County Sanitary Sewer District was this day presented to me in my office, certified as above and left this \_\_\_\_ day of \_\_\_\_\_, 2009 for record at \_\_\_\_\_.m. whereupon the same, the foregoing certificate and this certificate, were duly recorded in my office. Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2009.

Grant County Clerk


By: \_\_\_\_\_  
Deputy Clerk

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
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SECTION 9 (1)**  
[Signature]  
Executive Director

# EXHIBIT "C"

## Sanitary Sewer Easement

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
2/4/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

**SANITARY SEWER  
EASEMENT**

For and in consideration of the payment of One Dollar (\$1.00) and other good and valuable considerations to the undersigned paid by Grant County Sanitary Sewer District, a Special District created by the Grant County Fiscal Court pursuant to the provisions of Kentucky Revised Statutes, Chapter 67 and 74, the receipt of which is hereby acknowledged, the undersigned DAUGHERTY, HIGDON, and GRIFFITH, a KENTUCKY GENERAL PARTNERSHIP GRANTORS, their heirs and assigns, hereby grant, bargain, sell and convey unto the Grant County Sanitary Sewer District ("GRANTEE"), its successor and assigns, a perpetual right-of-way and easement for the purpose of constructing sanitary sewer lines and related purposes, including but not limited to the right to lay, construct, operate, inspect, maintain, repair, reconstruct and remove sanitary sewer lines and related appurtenances, including but not limited to manholes or other structures as the Grant County Sanitary Sewer District may deem necessary along, through, under, across and upon the following described real estate:

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SECTION 9 (1)**

The consideration hereinabove recited shall constitute payment in full for

By



Executive Director

land of the GRANTORS, their successors, and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their successors or assigns.

Together with the right to use such additional land on either side of the above described easement as may be required during the time the sewer lines and appurtenances are being constructed, repaired or reconstructed. Also included is the right of ingress and egress in and over the existing ways and land of GRANTOR to the extent suitable and other reasonable routes to and upon and along such easement at such times and such points as may be reasonably necessary for the GRANTEE's construction, maintenance and/or reconstruction of such sewer lines; and the right of the GRANTEE to remove, clear, and keep cleared, any and all trees, roots, brush or other obstructions within the limits of this right-of-way and easement which may endanger the safety of or interfere with the construction, operation, maintenance, repair and/or reconstruction of said sewer line and appurtenances.

GRANTORS shall have the right to use the surface of the land over said easement for any purpose provided same does not in any way interfere with the GRANTEE's full and free use of the easement herein granted and provided further that no building or other structure shall be erected upon, across, over or through said strip of land herein granted and that GRANTORS shall not excavate or fill within said right-of-way and easement or immediately adjacent thereto. It is the obligation of the GRANTORS not to erode or lay waste on the land or in which the sewer and appurtenances thereto are located or otherwise adversely affect the operation or maintenance of said sewer lines and appurtenances. Before taking action which might affect said sewer or appurtenances, GRANTORS agree (a) to give notice of such action in writing to the GRANTEE at least fifteen (15) days before such action is taken; and (b) obtain written approval from the GRANTEE which approval shall not be unreasonably withheld.

To have and to hold said easement and right-of-way herein granted unto the GRANTEE, its successors and assigns forever.

The GRANTORS herein releases all right, title and interest in and to said easement and right-of-way and covenants that title to said easement and right-of-way is free, clear and unencumbered and warrants generally title thereto.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands this 16 day of DECEMBER, 2008.

DAUGHERTY, HIGDON, and GRIFFITH  
a Kentucky General Partnership  
BY: Logan M. Daugherty  
LOGAN M. DAUGHERTY  
General Partner

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
2/1/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 8(1)  
By J. D. O'Brien  
Executive Director

BY: [Signature]  
GEORGE HIGDON, General Partner

BY: [Signature]  
BYRON V. GRIFFITH, General Partner

STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Logan M. Daugherty, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors, to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Logan M. Daugherty, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, <sup>2009</sup>~~2008~~.

[Signature]  
Notary Public  
My Commission expires: 4-16-2012

STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through George Higdon, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through George Higdon, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, <sup>2009</sup>~~2008~~.

[Signature]  
Notary Public  
My Commission e

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE 2/4/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
By [Signature]  
Executive Director



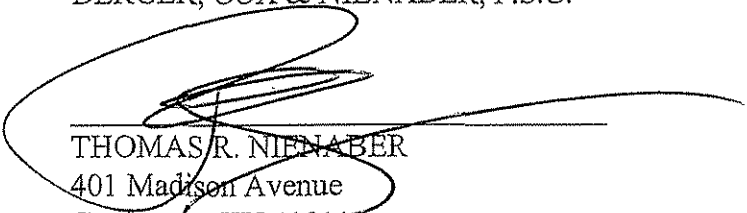
STATE OF KENTUCKY  
COUNTY OF GRANT

I, Kellie Smith, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing Sanitary Sewer Easement from Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Byron V. Griffith, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to Grant County Sanitary Sewer District was this day produced to me in said County and State and then and there acknowledged, sworn to and subscribed by the said Daugherty, Higdon and Griffith, a Kentucky General Partnership, by and through Byron V. Griffith, General Partner, pursuant to duly authorized and adopted resolution of its Board of Directors to be their free act and deed. Given under my hand and seal of office this 16 day of December, ~~2009~~, 2008.

Kellie Smith  
Notary Public  
My Commission expires: 4-16-2012

THIS INSTRUMENT PREPARED BY:

BERGER, COX & NIENABER, P.S.C.

  
THOMAS R. NIENABER  
401 Madison Avenue  
Covington, KY 41011  
(859) 491-9088

STATE OF KENTUCKY  
COUNTY OF GRANT

I, \_\_\_\_\_, Clerk of the Grant County Clerk's office do hereby certify that this instrument of writing from Daugherty, Higdon and Griffith, a Kentucky General Partnership, to Grant County Sanitary Sewer District was this day presented to me in my office, certified as above and left this \_\_\_ day of \_\_\_\_\_, 2009 for record at \_\_\_\_\_ m. whereupon the same, the foregoing certificate and this certificate were duly recorded in my office. Given under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 2009

Grant County Clerk


By: \_\_\_\_\_  
Deputy Clerk

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[Signature]  
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# EXHIBIT "D"

## Grant County Sewer Ordinance

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By   
Executive Director

Ord # 01-2008-613  
Adopted 1-22-2008

CHAPTER 51: SEWERS

Section

*General Provisions*

- 51.01 Sanitation district established
- 51.02 Purpose
- 51.03 Administration
- 51.04 Funding

*Wastewater*

- 51.15 Purpose and intent
- 51.16 Definitions
- 51.17 Tampering
- 51.18 Use of wastewater facilities
- 51.19 Private wastewater disposal
- 51.20 Building sewers and connections
- 51.21 Pretreatment
- 51.22 Administration and enforcement
  
- 51.99 Penalty

**GENERAL PROVISIONS**


**§ 51.01 SANITATION DISTRICT ESTABLISHED.**

There is hereby created the Grant County Sanitary Sewer District pursuant to KRS 67.063(3)(r) and 67.715(2) and the applicable provisions of KRS Chapter 74, which shall serve in the interest of public safety, health and welfare within unincorporated areas of the territorial boundaries of Grant County. (Ord. 26-2002-453, passed 10-7-02)

**§ 51.02 PURPOSE.**

(A) The Grant County Sanitary Sewer District shall develop, implement and maintain local sanitary sewer management for Grant County, in accordance with the provisions of KRS Chapter 74, applicable

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administrative regulations promulgated by the Commonwealth of Kentucky and the resolutions, orders or ordinances of the fiscal court of Grant County.

(B) The Grant County Sanitary Sewer District shall be an organizational unit of county government attached to the Office of County Judge/Executive and shall have primary jurisdiction, responsibility and authority for all matters pertaining to the management and operation of a sanitary sewer district within Grant County.

(Ord. 26-2002-453, passed 10-7-02)

§ 51.03 ADMINISTRATION.

The Grant County Sanitary Sewer District shall be managed by Bullock Pen Water District pursuant to the applicable provisions of KRS Chapter 74, applicable administrative regulations of the Commonwealth of Kentucky and applicable orders or ordinances of the Grant County Fiscal Court.

(Ord. 26-2002-453, passed 10-7-02)

§ 51.04 FUNDING.

The Grant County Sanitary Sewer District created hereby shall be a political subdivision of the County of Grant but shall not be a special taxing district. The Grant County Sanitary Sewer District may make charges for service and land assessments for capital improvements.

(Ord. 26-2002-453, passed 10-7-02)

WASTEWATER

§ 51.15 PURPOSE AND INTENT.

(A) The provisions of this subchapter shall apply to the discharge of all wastewater to facilities of the district. This subchapter provides for use of the district's wastewater facilities, regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, equitable distribution of costs, sewer construction plans, issuance of wastewater discharge permits, minimum sewer construction standards and conditions, and penalties and other procedures in cases of violation of this subchapter.

(B) This subchapter shall apply to the county and to persons outside the district who are, by contract or agreement with the district, users of the district's wastewater sewers or wastewater treatment facilities.

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(C) Nothing contained in this subchapter shall permit or otherwise grant to the Sanitary Sewer District the authority or power to enter into any agreement, contract, or cooperative with any other sanitary sewer treatment authority or facility, including but not limited to any municipal sanitary sewer authority without the express written consent and approval of the Fiscal Court.  
(Ord. 01-2008-613, passed 1-22-08)

#### § 51.16 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*ACT.* The Federal Clean Water Act, as amended.

*ASTM.* The American Society for Testing and Materials.

*BOD (DENOTING BIOCHEMICAL OXYGEN DEMAND).* The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure during days at 20°C, expressed in milligrams per liter.

*DAY.* The 24-hour period beginning at 12:01 a.m.

*EASEMENT.* An acquired legal right for the specific use of land owned by others.

*EPA.* The United States Environmental Protection Agency.

*GARBAGE.* The solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, and serving of food.

*GROUNDWATER.* Water within the earth.

*INTERFERENCE.* Inhibition or disruption of any sewer system, wastewater treatment process, sludge disposal system, or their operation, which substantially contributes to a violation of applicable discharge permits.

*MANAGER.* The manager of the district wastewater system, or an authorized designee.

*NATURAL OUTLET.* Any outlet into a watercourse, pond, ditch, lake, or any other body of surface or groundwater.

*NPDES.* National Pollutant Discharge Elimination System permit program, whether administered by the EPA or by the state.

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*OWNER.* The person or persons who legally own, lease, or occupy private property with wastewater facilities that discharge, or will discharge, to the district wastewater facilities.

*PERSON.* Any individual, firm, company, association, society, partnership, corporation, municipality, or other similar organization, agency, or group.

*PRETREATMENT.* The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater before discharge into the district's wastewater facilities.

*PROPERLY SHREDDED GARBAGE.* Garbage that has been shredded such that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than 1/2-inch in any dimension.

*PUBLIC SERVICE COMMISSION.* The commission with regulatory jurisdiction over the affected utility as provided for in KRS Ch. 278 et seq. and/or KRS Chapter 74.

*RATE SCHEDULE.* Any individual or joint fare, toll, charge, rental or other compensation for service rendered or to be rendered by any utility, and any rule, regulation, practice, act, requirement or privilege in any way relating to such fare, toll, charge, rental or other compensation, and any schedule or tariff or part of a schedule or tariff thereof.

*RESIDENTIAL USER.* All premises used only for human residency and that are connected to the wastewater facilities.

*SANITARY WASTEWATER.* Wastewater discharged from the sanitary conveniences of dwellings, office buildings, industrial plants, or institutions.

*STANDARD METHODS.* The latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, Water Pollution Control Federation, and American Water Works Association.


*STATE.* The State or Commonwealth of Kentucky.

*STORMWATER.* A sewer for conveying storm, surface, and other waters, that are not intended to be transported to a treatment facility.

*SURFACE WATER.* Water that occurs when the rate of precipitation exceeds the rate at which water may percolate into the soil.

*SUSPENDED SOLIDS.* The total suspended matter that either floats on the surface or is in suspension in, water or wastewater, as determined by 40 CFR 136.

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**TOXICS.** Any of the pollutants designed by federal regulations pursuant to § 307(a)(1) of the Act.

**WASTEWATER.** A combination of liquid and water-carried wastes from residences, commercial buildings, industries, and institutions, together with any groundwater, surface water, or storm water that may be present.

**WASTEWATER FACILITY.** The combination of wastewater sewers and treatment facilities.

**WASTEWATER SEWER.** The structures, processes, equipment, and arrangements necessary to collect and transport wastewaters to the treatment facility.

**WASTEWATER TREATMENT FACILITY.** The structures, processes, equipment, and arrangements necessary to treat and discharge wastewater.

**WPCF.** The Water Pollution Control Federation.  
(Ord. 01-2008-613, passed 1-22-08)

#### § 51.17 TAMPERING.

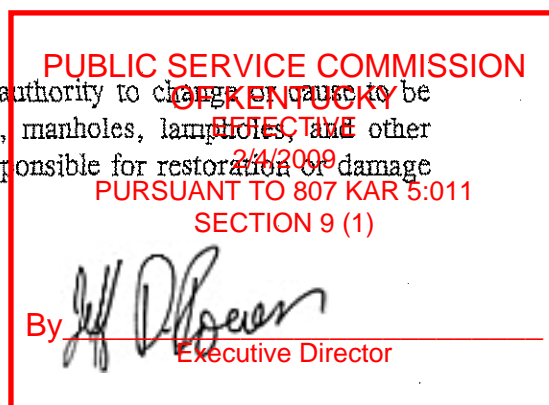
(A) No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is part of the district's wastewater facilities.

(B) It shall be unlawful for any person, firm or corporation not authorized by the Sanitary Sewer District to in any way or manner whatsoever tamper with the district owned and operated sewerage system or any of their appurtenances or facilities.

(C) It shall be unlawful for any person, firm or corporation to place or cause or permit to be placed any foreign object of any kind or nature into any sewer line, manhole, lamphole or other appurtenances or facility of the district owned and operated sewerage system.

(D) Subject to division (E), it shall be unlawful for any person, firm or corporation to change or cause to be changed the grade or contour of the surface of the area near any sewer line, manhole, lamphole, or other appurtenances or facility of the district owned and operated sewerage system without first having submitted to the district a plan or sketch and such other information as may be required showing the nature and extent of the proposed changes and having received from the district written permission to make the change.

(E) The County Road Department is herein given perpetual authority to change or cause to be changed the grade or contour of surface areas near sewer lines, manholes, lampholes, and other appurtenances or facilities of the district provided they will be responsible for restoration or damage caused by soil changes and the district is notified of such change.  
(Ord. 01-2008-613, passed 1-22-08)



§ 51.18 USE OF WASTEWATER FACILITIES.

(A) *Depositing objectionable wastes prohibited.* It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the district, or in any area under the jurisdiction of the district, any human or animal excrement, garbage, or other objectionable waste.

(B) *Unauthorized wastewater discharges prohibited.* Wastewater discharges to the district's wastewater facilities are not authorized unless approved by the manager in accordance with provisions of this chapter.

(C) *Privies, septic tanks, and other facilities.* Except as provided in this chapter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

(D) *Connection to sewer required; exception.*


(1) The owner of any house, building, or property used for human occupancy, employment, recreation, or other purposes under the jurisdiction of this chapter and abutting on any street, alley, or rights-of-way in which there is or may be located a wastewater sewer connected to the treatment facility of the district, is required at the owner's expense to install suitable toilet facilities therein and to connect facilities directly to the proper sewer in accordance with the provisions of this subchapter, within 60 days after date of official notice to do so provided the proper wastewater sewer is within 300 feet of any house, building or property used for human occupancy, employment, recreation, or other purpose. This section shall not apply to any person served by a privately constructed, owned, operated, or maintained wastewater sewer and wastewater treatment facility that discharges directly to a natural outlet in accordance with the provisions of this subchapter and applicable state and federal laws.

(2) For purposes of calculating 300 feet as indicated in this section, distance will be measured in a straight line from the nearest practical connection point with an existing sewer line to that point of the owner's occupied structure where sewerage is currently discharged from that structure to an existing septic or other sewer treatment facility. All determinations requiring an owner to tap into the district's system shall be made by the manager whose decision shall be final. Any appeal from the manager's determination requiring an owner to tap into the district's system shall be made by the owner to the district no later than 30 days following the district's notification to the owner requiring owner's tap into the district's system.

(3) The manager of the district may exempt the owner from the tap in requirements of this section if such tap in would be impractical due to topographical or other engineering considerations.

(E) *Discharge of stormwater and other unpolluted drainage.* All uncontaminated discharges of stormwater, surface water, groundwater, roof runoff, subsurface drainage, or other water not requiring

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to be treated in the treatment facility shall be made to storm sewers or natural outlets designed for discharges. Any connection, drain, or arrangement that will permit waters to enter any other wastewater sewer shall be deemed to be in violation of this section and this subchapter.

(F) *Restricted discharges.* No person shall discharge or cause to be discharged to any of the district's wastewater facilities any substances, materials, waters, or waste in quantities or concentrations that will:

(1) Create a fire or explosion hazard including but not limited to gasoline, benzene, naphtha, fuel, oil, or other flammable or explosive liquid, solid, or gas;

(2) Cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, and in no case will discharges be allowed with a pH lower than 5.0.

(G) *Federal categorical pretreatment standards.* No person shall discharge or cause to be discharged to any wastewater facilities, wastewaters containing substances in excess of the quantity prescribed by the applicable Federal Categorical Pretreatment Standard promulgated by EPA, except as otherwise provided in this section. Compliance with applicable pretreatment standards shall be made within three years of the date the standard is promulgated for existing systems; however, compliance with a categorical pretreatment standard for new sources shall be required upon connection to the POTW.

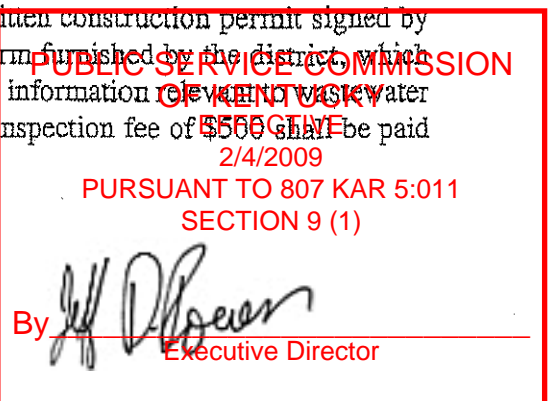
(H) *Special agreements.* Nothing in this subchapter shall be construed as preventing any special agreement or arrangement between the district and any user of the wastewater facilities, whereby wastewater of unusual strength or character is accepted into the system and specially treated subject to any applicable payments or user charges.

(Ord. 01-2008-613, passed 1-22-08)

#### § 51.19 PRIVATE WASTEWATER DISPOSAL.

(A) *Private system required.* All houses, buildings, or properties that are required by other authority to have sanitary or industrial wastewater facilities, are subject to the jurisdiction of this chapter, and are located where a proper wastewater sewer is not available as specified by the provisions of division (E) of this section, shall be equipped at the owner's expense with suitable wastewater facilities connected to a private wastewater disposal system, which complies with the provisions of this subchapter.

(B) *Construction permit fee.* Before beginning construction of a private wastewater disposal system required under § 51.20(M) above, the owner shall first obtain a written construction permit signed by the manager. The application for such permit shall be made on a form furnished by the district, which the applicant shall supplement by any plans, specifications, and other information on the wastewater discharges as are deemed necessary by the manager. A permit and inspection fee of \$500 shall be paid to the district at the time the application is filed.



(C) *Design requirements.* The type, capacities, location, and layout of a private wastewater disposal system shall comply with all requirements of the Department of Public Health of the state or applicable federal law. Septic tank or cesspool discharges require the use of subsurface disposal. This requirement excludes deep well disposal as defined by state and federal laws.

(D) *Operating permit.* Before beginning of operation of a private wastewater disposal system, the owner shall first obtain a written operating permit signed by the manager. The operating permit shall not become effective until the installation is completed to the satisfaction of the manager. The manager shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the operating permit shall notify the manager when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within 48 normal business hours after receipt of notice by the manager.

(E) *Transfer of ownership to district.* Owners shall transfer ownership of a private wastewater disposal system to the district after receipt operating permit and approval by the Public Service Commission, State or Kentucky, and the like provided, however, any such transfer of ownership shall be subject to the approval of the district and upon such terms and conditions as the district may deem appropriate.

(F) *Connection to district's system when available.* At such time as a wastewater sewer becomes available, as defined in § 51.16, to a properly served by a private wastewater disposal system, a direct connection shall be made to the wastewater sewer within 30 days, and any septic tanks, cesspools, and similar wastewater disposal facilities shall be emptied as prescribed by local regulations and filled with suitable material.


(G) *Sanitary operation required.* The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times in accordance with the conditions of the operating permit and at no expense to the district. The facilities shall be subject to inspection by the manager at reasonable times.

(H) *Noninterference with additional requirements.* No statement contained in this subchapter shall be construed to interfere with any additional requirements that may be imposed by the State of Kentucky, EPA, County Health Department, Public Service Commission, or other applicable authority.

(I) *Exemptions.* This subchapter shall not apply to any private system that discharges to wastewater facilities of the district or that discharges directly to a natural outlet by authority of a NPDES permit and in compliance with applicable state and federal laws.

(Ord. 01-2008-613, passed 1-22-08)

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§ 51.20 BUILDING SEWERS AND CONNECTIONS.

(A) *Connection permit.* No unauthorized person shall uncover, make any connection with or opening into, use, alter, or disturb any wastewater sewer or storm sewer without first obtaining a written permit from the manager.

(B) *Connection and installation costs.* The costs and expenses incidental to the building sewer installation and connection to the district's wastewater facilities shall be borne by the owner. The owner shall indemnify the district from any loss or damage that directly or indirectly may result from the installation of the building sewer.

(C) *Separate connection required for each building.* A separate and independent building sewer shall be provided for every building, except when one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. In such cases, the building sewer serving the front building may be extended to the rear building and the whole considered as one building sewer. The district assumes no obligation or responsibility for damage caused by or resulting from any single building sewer that serves two buildings.

(D) *Use of existing building sewers.* Existing building sewers may be used for connection of new buildings only when they are found, after examination and test by the manager, to meet the requirements of this chapter.

(E) *A building sewer design.* The size, slope, alignment, construction materials, trench excavation and backfill methods, pipe placement, jointing, and testing methods used in the construction and installation of a building sewer shall conform to the Building and Plumbing Code or other applicable requirements of the district. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF shall apply.


(F) *Building sewer elevation.* Whenever practical, the building sewer shall be brought to a building at an elevation below the basement floor. In buildings in which any building drain is too low to permit gravity flow to the district's wastewater sewer, the wastewater carried by the building drain shall be lifted by an approved means and discharged to a building sewer draining to the district.

(G) *Surface runoff and groundwater drains, connection prohibited.*

(1) No person shall connect roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains to any sewer that is connected to a wastewater treatment facility unless the connection is authorized in writing by the manager.

(2) Except as provided in division (1) above, roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains shall discharge to natural outlets or storm sewers.

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(H) *Conformance to applicable codes.*

(1) The connection of a building sewer into a wastewater sewer shall conform to the requirements of the Building and Plumbing Code or other applicable requirements to the district or to the procedures set forth in appropriate specifications of the ASTM or the WPCF. The connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved in writing by the manager before installation.

(2) The connection of a surface runoff or groundwater drain to a storm sewer or natural outlet designed to transport surface runoff or groundwater drainage shall conform to the requirements of the applicable Building Code or other applicable requirements of the district. The connection of any drain to a wastewater sewer under special permit as provided herein shall conform to the requirements specified by the manager as a condition of approval of the permit.

(I) *Connection inspection.* The applicant for a building sewer or other drainage connection permit shall notify the manager when the sewer or drainage connection is ready for inspection before its connection to the district's facilities. The connection and testing, as deemed necessary by the manager, shall be made under the supervision of the manager.

(J) *Excavating guards and property restoration.* Excavations for building sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the district.


(K) *Protection of capacity; existing users.* The manager shall not issue a permit for any class of connection to the district's wastewater sewers of wastewater treatment facilities unless there is sufficient capacity not legally committed to the other users in the wastewater sewers and treatment facilities to convey and adequately treat the quantity of wastewater that the requested connection if there are legally binding commitments to provide the needed capacity.

(L) *Determination of wastewater characteristics.*

(1) Measurements, tests, and analyses of the characteristics of wastewater to which reference is made in this chapter, shall be determined in accordance with 41CFR 136 methods approved by the manager and shall comply with state and federal law. Sampling locations, times, durations, and frequencies shall be determined on an individual basis subject to approval by the manager. The discharger shall have the option to use, at his or her own expense, more complete approved sampling methods, locations, times, durations, and frequencies than specified by the manager. Any additional results beyond those required are also to be reported to the control authority.

(2) Measurements, tests, and analyses of the characteristics of wastewater required by this subchapter shall be performed by a qualified laboratory. When analyses are required of a discharger, the

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discharger may, in lieu of using the district's laboratory, make arrangement with any qualified laboratory, including that of the discharger, to perform the analyses.

(3) Monitoring of wastewater characteristics necessary for determining compliance with applicable pretreatment standards shall be conducted on the basis of the schedule below, unless more frequent monitoring is required by authority other than this chapter, or if the manager determines that the characteristics of the specific discharge warrant more frequent monitoring.

<i>Average Actual Discharge</i>	<i>Monitoring Frequency</i>
Less than 100,000 gpd	Semi-annually
100,000 - 999,999 gpd	Quarterly
More than 999,999 gpd	Monthly

(4) Monitoring of wastewater characteristics for any purpose other than determining compliance with pretreatment standards shall be conducted on a frequency deemed necessary by the manager.

(5) Upon demonstration by any person that the characteristics of the wastewater discharged by that person are consistent, the manager may reduce the monitoring frequency as may be required by authority other than this chapter. In no case shall the frequency of monitoring be less than semi-annual for determining compliance with pretreatment standards.


(6) In determining the discharge characteristics, factors such as continuous, batch, or seasonal operation, as well as the information requirements of other provisions in this chapter, shall be considered by the manager. The manager may obtain wastewater samples as required to verify the consistency of discharge characteristics.

(7) Fees for any given measurement, test, or analysis of wastewater required by this chapter and performed by the district shall be the same for all classes of dischargers, regardless of the quantity or quality of the discharge, and shall reflect only direct cost. Costs of analyses performed by an independent laboratory at the option of the discharger shall be borne directly by the discharger.

(M) *Repair of damage; liability for costs.* If the drainage or discharge from any establishment causes a deposit, obstruction, or damage to any of the district's wastewater facilities, the manager shall cause the deposit or obstruction to be promptly removed or cause the damage to be promptly repaired. The cost for the work, including materials, labor, and supervision, shall be borne by the person causing the deposit, obstruction, or damage.

(Ord. 01-2008-613, passed 1-22-08)

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## § 51.21 PRETREATMENT.

(A) *Wastewaters containing nuisance or hazardous substances; pretreatment requirements.*


(1) The manager will initially rely on the Federal Categorical Pretreatment Standards to protect wastewater facilities or receiving waters; however, if any wastewater that contains substances or characteristics shown to have deleterious effect on the wastewater facilities, processes, equipment, or receiving waters, or that constitutes a public nuisance or hazard is discharged or proposed for discharge to the wastewater sewers, the manager may:

- (a) Require pretreatment to a condition acceptable for discharge to the wastewater sewers;
- (b) Require control over the quantities and rates of discharges;
- (c) Require payment to cover added cost of handling and treating the wastewaters not covered by existing fees and charges;
- (d) Require the development of compliance schedules to meet any applicable treatment requirements;
- (e) Require the submission of reports necessary to ensure compliance with applicable pretreatment requirements;
- (f) Carry out all inspection, surveillance, and monitoring necessary to determine compliance with applicable pretreatment requirements;
- (g) Obtain remedies for noncompliance by any user. The remedies may include injunctive relief, the civil penalties specified in this chapter, or appropriate criminal penalties; or
- (h) Reject the wastewater if scientific evidence indicates the discharge will create unreasonable hazards or have unreasonable deleterious effects on the wastewater facilities.

(2) When considering the above alternatives, the manager shall ensure that conditions of the district's NPDES permit are met. The manager also shall consider the cost effectiveness and the economic impact of the alternatives on the discharger. If the manager allows the pretreatment or equalization of wastewater flows, the installation of necessary facilities shall be subject to review. The manager shall review and recommend any appropriate changes to the program within 30 days of submittal.

(3) Where pretreatment or flow-equalizing facilities are provided or required for any wastewater, they shall be maintained continuously in satisfactory and effective operation at the owner's expense.

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(B) *Compliance with pretreatment requirements; submission of plan.* Persons required to pretreat wastewater in accordance with this subchapter shall provide a statement to be reviewed by an authorized representative of the user and certified by a qualified person. The statement shall indicate whether applicable pretreatment requirements are being met on a consistent basis and, if not, describe the additional operation and maintenance or additional pretreatment needed for the user to meet the pretreatment requirements, the user shall submit a plan (including schedules) to the manager. The plan (including schedules) shall be consistent with applicable conditions of the district NPDES permit or other local, state or federal laws.

(C) *Monitoring requirements.* Discharges of wastewater to the district's wastewater facilities from the facilities of any user shall be monitored in accordance with the provisions of this subchapter.

(D) *Effect of federal law.* If the federal government promulgates a regulation for a given new or existing user that establishes pretreatment standards or establishes that such a user is exempt from pretreatment standards, the federal regulations shall immediately supersede applicable subsections of this subchapter.

(E) *Revision of pretreatment standards; application required.* The manager shall promptly apply for and obtain authorization from the EPA to revise discharge limitations for those substances listed in the Federal Categorical Pretreatment Standards for which consistent removal occurs in the wastewater treatment facilities of the district. The manager shall not adopt or enforce discharge limitations more stringent than the requested limitations until the state or EPA acts on the application.  
(Ord. 01-2008-613, passed 1-22-08)

## § 51.22 ADMINISTRATION AND ENFORCEMENT.


(A) *Administration by manager of district.* Except as otherwise provided herein, the manager of the district wastewater systems shall administer, implement, and enforce the provisions of this chapter.

(B) *Right of entry for purpose of inspections; easements on private property; indemnification.*

(1) The manager, bearing proper credentials and identification, shall be permitted to enter properties at any reasonable time for purposes of inspection, observation, measurement, and sampling of the wastewater discharge to ensure that discharge to the district's wastewater facilities is in accordance with the provision of this chapter.

(2) The manager, bearing proper credentials and identification, shall be permitted to enter all private property at reasonable times, through which the district holds an easement for the purpose of inspection, observation, measurement, sampling, repair, and maintenance of any of the district's wastewater facilities within the easement. All entry and any subsequent work on the easement shall be done in full accordance with the terms of the easement pertaining to the private property involved.

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(3) While performing the necessary work on private properties referred to in divisions (1) and (2) above, the manager shall observe all safety rules established by the owner or occupant of the property and applicable to the premises.

(C) *Notice of violation.* Any person found in violation of this chapter or any requirement of a permit issued hereunder, may be served with a written notice stating the nature of the violation and providing a reasonable time limit for compliance. Any notice given shall be in writing and served in person or by registered or certified mail. The notice shall be sent to the last address of the violator known to the manager. When the address is unknown, service may be made on the owner of record of the property involved. If satisfactory action is not taken in the time allotted by the notice, the penalty provisions of this chapter shall be implemented.

(D) *Amendments to ordinance.* Public notice shall be given in accordance with applicable provisions of the Fiscal Court, or state and federal law before adoption of any amendments of this chapter. (Ord. 01-2008-613, passed 1-22-08)

#### § 51.99 PENALTY.

(A) Any person who violates any provision of this chapter for which no other penalty is provided shall be guilty of a misdemeanor and, upon conviction, fined not more than \$1,000.

(B) Any person who continues to violate the discharge provisions of this chapter, beyond the time limit provided § 51.22(C) may be charged with commission of a misdemeanor and, after conviction thereof, shall be fined not more than \$1,000 for each day the violation continues, or may be subject to disconnection from the district's wastewater facilities. Each day or any portion thereof of a violation shall constitute a separate violation.

(C) Any person, firm or corporation found guilty or violating any of the provisions of § 51.17 shall be guilty of a misdemeanor and, upon conviction, fined not less than \$10 nor more than \$500 for each such offence. (Ord. 01-2008-613, passed 1-22-08)

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