

# TOWN OF MILO, NEW YORK

Department of Sewer and Water  
1991 Second Milo Road  
Penn Yan, New York 14527  
Phone: (315) 536-8501  
Fax: (315) 536-9760  
Cellular: (315) 694-0829  
Email: [watersewer@townofmilo.com](mailto:watersewer@townofmilo.com)  
Website: [www.townofmilo.com](http://www.townofmilo.com)



## APPLICATION FOR A NEW GRAVITY BUILDING SEWER

### Part 1. Owner's billing information.

(Note. The Owner shall notify the Town Clerk of any change in his/her/their billing information. The Town Clerk's telephone number is (315) 536-8911 and his/her/their email address is [clerk@townofmilo.com](mailto:clerk@townofmilo.com).)

Owner's Name:

Billing Address:

Telephone No.:  Email:

### Part 2. Lot information.

Address:

Tax Map Identification Numbers:

Diameter of Building Sewer:  Type of Material (e.g., PVC):

Proposed Building Sewer shall serve:  Commercial Use  Industrial Use  Residential Use (1 or 2 unit dwelling)

Owner understands and agrees that he/she/they shall purchase all materials in accordance with the standards of the Town and shall be approved by the Superintendent.  Yes  No

Owner understands and agrees that he/she/they own and are responsible for the maintenance of his/her/their entire building sewer, which is from the public sewer main to his/her/their structure. The Town is only responsible for the maintenance of the public sewer main.  Yes  No

Owner understands and agrees that the building sewer shall be a minimum of four (4) inches in diameter.  Yes  No

Owner understands and agrees that a building trap (a.k.a., house trap or a whole building trap) is not permitted to be installed.  Yes  No

(Note. This type of trap is prohibited by the NYS Uniform Fire Prevention and Building Code and must be removed if it is located at existing structures. It is typically the cause of sewage backups and the only solution is to remove them.)

Owner understands and agrees that the building sewer shall have exterior cleanout(s) that comply with the following:  Yes  No

- Located on the exterior side of the structure and within 10 feet of its exterior wall; and
- Be the same diameter as the building sewer; and
- Be spaced a maximum of 100 feet apart if the building sewer is less than eight inches in diameter. For building sewers that have a larger diameter, manholes are required and shall be spaced a maximum of 200 apart; and
- Be always accessible; and
- Not have a structure of any kind located above it; and
- Not have a structure of any kind located within ten (10) feet around it.

*(Note. Examples of a structure are but not limited to a deck, driveway, fence, garage, patio, porch, shed, sidewalk, walkway, etc.)*

Owner understands and agrees that the cleanout fitting at the building sewer shall be a two-way cleanout. Also, the cleanout plugs shall have a raised square head. Lastly, the cleanout plug located at the top of grade shall be protected from damage in a manner approved by the Superintendent. Yes No

Owner understands and agrees that the building sewer shall enter a basement or crawlspace through the foundation wall no less than twelve (12) inches above the basement's or crawlspace's floor. In no event shall any building sewer be placed below the basement's or crawlspace's floor, except with the expressed approval of the Superintendent. An interior cleanout shall be installed at the connection of the building sewer and the building drain (a.k.a., interior plumbing – DWV main pipe), which this connection's location shall not be greater than 10 feet from the foundation wall. Yes No

**Part 4. Use of public sewer.**

The owner understands and agrees that roof downspouts, interior or exterior foundation drains, areaway drains, catch basins, swimming pools, sump pumps or other sources of surface runoff, unpolluted cooling water or groundwater, acidic condensate drains from mechanical equipment (e.g., tankless water heater), and/or other types of unapproved connections, which shall be determined by the Superintendent, shall not be connected to a building sewer which in turn is connected directly or indirectly to a public sewer? Yes No

The owner understands and agrees that he/she/they shall not contribute or cause to be contributed, in any manner or fashion, directly or indirectly, any sewage, toxic substances and/or other unapproved wastes which will interfere with the operation or performance of the public sewer and/or sewage treatment plant. These general prohibitions apply to all such users whether or not the user is subject to National Categorical Pretreatment Standards, or any other federal, state or local pretreatment standards or requirements? Yes No

The owner understands and agrees that the Town Board may reject a his/her/their sewage, on recommendation of the Superintendent and/or Town Engineer, when it is has been determined that it contains substances or possesses characteristics which have a deleterious effect on the public sewer and/or the sewage treatment plant and its processes, and/or on the receiving water, or which constitute a public nuisance or hazard? Yes No

The owner read and agrees to comply with the Public Sewer Law of the Town? Yes No  
*(Note. You can read this law online at [www.townofmilo.com](http://www.townofmilo.com).)*

**Part 5. Tapping of Sewer Main.**

The tapping of the sewer main shall only be performed by the Superintendent unless approved otherwise. A non-reimbursable tapping fee shall be determined by the Superintendent, said fee is required to paid prior to any work being performed and checks shall be made payable to the "Town of Milo."

**Part 6. Industrial wastewater survey.**

Any commercial and/or industrial use proposing to connect to the sanitary sewer system of the Town shall be required to complete an industrial wastewater survey. This survey is required to be submitted in accordance with applicable State Pollutant Discharge Elimination System (SPDES) program prescribed in Article 17 of 6 NYCRR Part 750 of the Environmental Conservation Law (ECL) of NYS. Additionally, the Town may require any user discharging wastewater into its system to file wastewater discharge reports and to supplement such reports as the Town deems necessary. All information shall be furnished by the user in complete cooperation with the Town.

**Part 7. Binding agreement.**

The conditions, provisions and terms contained herein and within the Public Sewer Law of the Town are binding upon the heirs, successors, administrators, executors, personal representatives, and assigns of the parties hereto.

**Part 8. Attestation of the Owner.**

THE UNDERSIGNED HEREBY ATTESTS that he/she/they is/are the owner of the lot of record that is the subject of this application and officially requests from the Town that a new building sewer to be installed. Additionally, the owner hereby certifies that the information contained in this application is accurate, true and complete to the best of his/her/their knowledge and understands that false statements made in this application are subject to the applicable provisions of the Penal Law of the State of New York. Furthermore, the owner comprehends that he/she/their is ultimately responsible for compliance with all local, state and federal laws regardless of any contractual agreements with the contractor. Lastly, the owner has read this entire application as well as Public Sewer Law of the Town of Milo and agrees to comply with its applicable provisions.

Signature of Owner

Date of Signature

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## GRAVITY SEWER SYSTEM INSTALLATION, MAINTENANCE AND USE AGREEMENT

Owner's Name:

Address of Property:

The Owner hereby understands and agrees to all the following condition(s) as it pertains to the maintenance and use of a Gravity System located in the Town's sewer district(s):

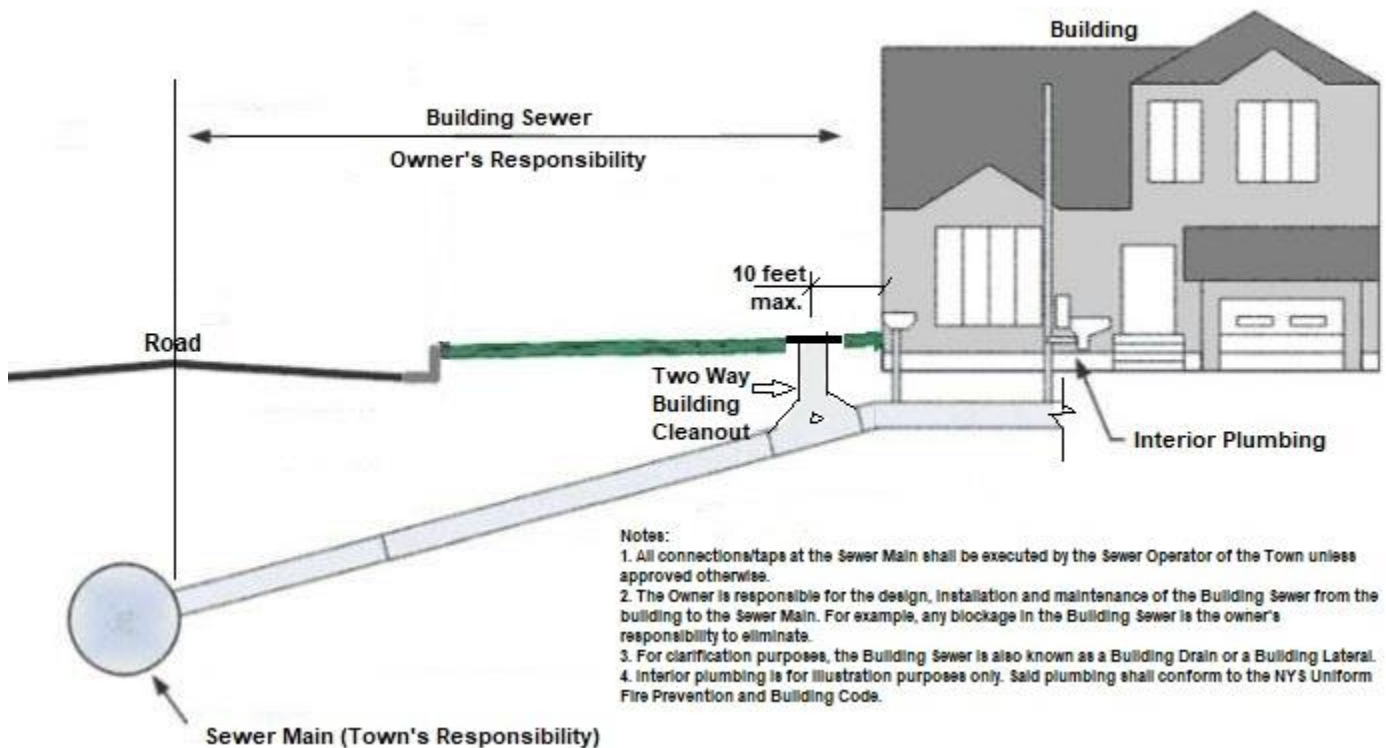
### *Installation:*

- No Gravity System shall be installed without first obtaining a written permit from the Town; and
- The Owner has/will install, at his/her/their sole cost, a building sewer pursuant to the Town's connection and construction standards so that the Town can provide public wastewater service to the Property; and
- The Owner shall contact the Sewer Superintendent to inspect and approve of all materials and work to ensure conformance to the Public Sewers Law of the Town of Milo and the Town's connection and construction standards; and
- It shall be the duty of the Owner or his/her/their agent to cause the work to remain accessible and exposed for inspection purposes. Neither the Town of Milo nor any of its employees or authorized agents shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection; and
- All connections to the sewer main shall be executed by the Sewer Superintendent unless approved otherwise; and
- Work shall not be done without first obtaining approval from the Sewer Superintendent. The Sewer Superintendent, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the Owner or his/her/their agent wherein the same fails to comply with Public Sewers Law of the Town of Milo and the Town's connection and construction standards. Any portion that does not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Sewer Superintendent; and
- The Sewer Superintendent is authorized to engage approved agencies and individuals to provide expert opinion as deemed necessary to report upon unusual technical issues that may arise. The incurred costs to obtain said opinion shall be reimbursed by the Owner to the Town of Milo; and
- Where the Sewer Superintendent finds any work regulated by Public Sewers Law of the Town of Milo and the Town's connection and construction standards is being performed in a manner contrary to the provisions of said code and standards or is dangerous or unsafe, the Sewer Superintendent is authorized to issue a Stop Work Order; and

- Location.
  - a. The location of the connection to the sewer main shall be approved by the Town; and
- A separate gravity sewer system shall be provided for each lot of record unless approved otherwise by the Sewer Superintendent. The building sewer shall be properly sized for current and future plumbing fixtures as determined by the NYS Uniform Fire Prevention and Building Code; and
- All materials and/or equipment shall be new and first quality as well as approved by the Sewer Superintendent. Damaged or faulty materials and/or equipment will not be accepted; and

*Ownership:*

- The Town shall own and be responsible for all design, operation, maintenance, service, repair, and replacement of the Sewer Main at the Town's sole cost; and
- The Owner shall own and be responsible for all design, operation, maintenance, service, repair, and replacement of the Building sewer at the Owner's sole cost. The Town shall have no responsibility for the operation, maintenance, service, repair, or replacement of the Building sewer; and



- The Owner shall notify the Town of any change of ownership of the Property; and

*Services by the Town:*

- The Town reserves the right to charge the Owner for costs that the Town, at its sole discretion, determines are not caused by discharge of approved wastewater into the Sewer Main. For example, removal of blockages caused by fats, oils and/or grease discharged from a building sewer into the Sewer Main. Costs, for the purposes of this Agreement, shall include all costs incurred by the Town in responding to an emergency or Owner's service call / request including but not limited to costs of transportation of Town personnel and equipment to and from the

Property and all costs including personnel time, equipment, materials, and supplies. The Owner hereby agrees to make prompt and full reimbursement of such costs when invoiced by the Town; and

*Maintenance and Use:*

- The Owner shall maintain and use the Town's sewer system in accordance with Public Sewers Law of the Town of Milo and the Town's informational notice(s); and
- The Owner and/or any Occupant shall not discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, impounded water, or unpolluted industrial process waters to the Town's sewer system without written permission of the Town; and
- Owner is responsible to ensure that no occupants flush prohibited items including, but not limited to ashes, clothes dryer sheets, dental floss, disposable wipes, tampons, panty liners, paint, glass, rags, paper towels, diapers, explosive and/or combustible liquids or materials, cotton swabs, condoms, gloves, cat litter, baby wipes, fats, oils, greases, bio hazardous materials, prescription medicine, and any other solid, semi-solid objects that do not dissolve readily in water; and
- Grease, oil and sand interceptors shall be provided when, in the opinion of the Town, they are necessary for the proper handling of waste containing grease in excessive amounts or any flammable wastes, sand, grit or other harmful ingredients. All interceptors shall be of a type and capacity approved by the Town and shall be located so as to be readily and easily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding extreme temperature. They shall be of substantial construction and watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight. Grease and oil interceptors shall be in any place or building having a capacity to serve group meals; and

*Miscellaneous:*

- The Owner hereby agrees that he/she/they are responsible for compliance with the Public Sewers Law of the Town of Milo, Town's connection and construction standards and/or any other applicable law regardless of any agreement between or among agents, contractors, lessors, operators, occupants or persons as to which part shall be responsible; and
- The Owner hereby agrees that he/she/they shall not make any changes or modifications to the Building sewer without approval from the Sewer Superintendent. Any such changes or modifications, if approved by such operator, shall be at the Owner's sole expense.

THE UNDERSIGNED HEREBY ATTESTS that he or she is the Owner of the property that is the subject of this Agreement. Additionally, the Owner hereby certifies that the information contained in this Agreement is accurate, true, and complete to the best of his or her knowledge and understands that false statements made in this Agreement are subject to the applicable provisions of the Penal Law of the State of New York. Furthermore, the Owner comprehends that he or she is ultimately responsible for the compliance with all local, state, and federal laws regardless of any contractual agreements with a contractor, tenant or any other person(s). Lastly, the Owner has read this entire Agreement as well as Public Sewers Law of the Town of Milo, the Town's connection and construction standards as well as the Town's informational notice(s) and agrees to comply with its applicable provisions.

Signature of the Owner

Date of signature

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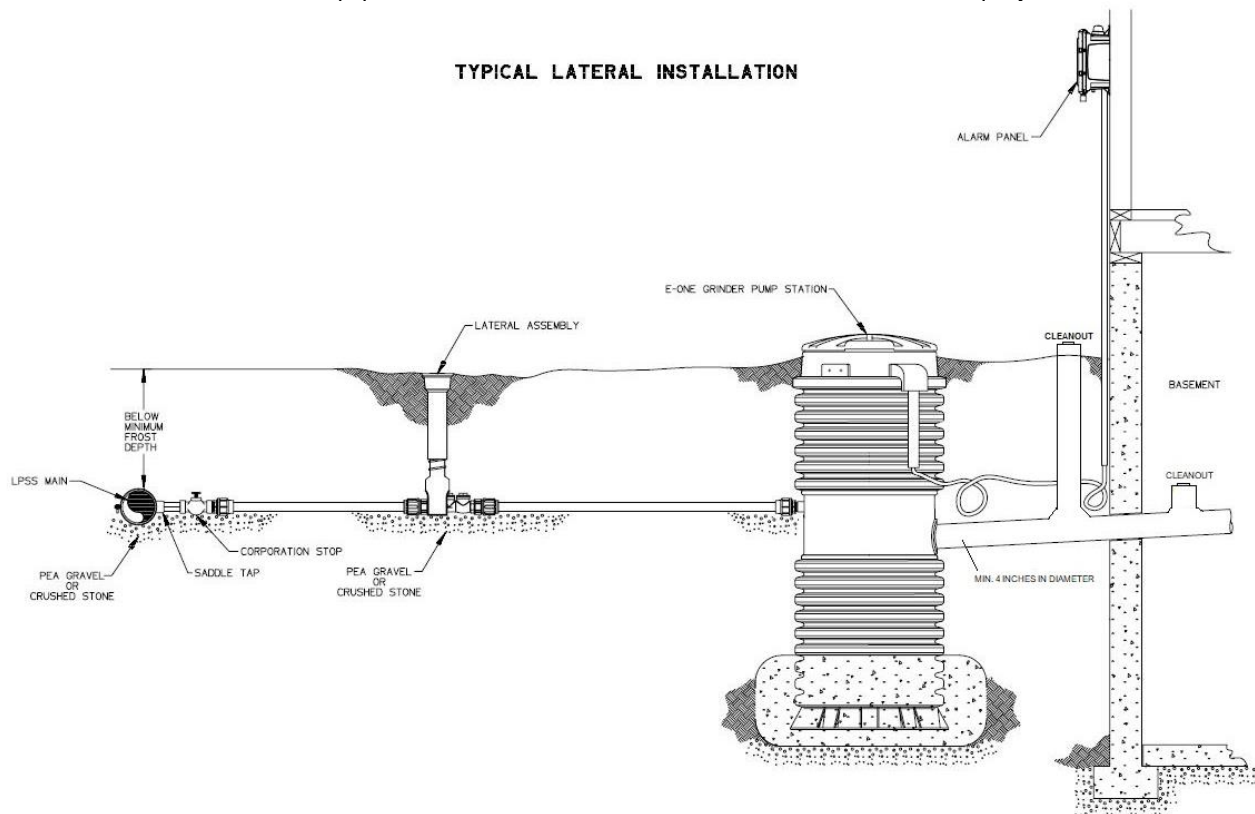
## RULES AND REGULATIONS (A.K.A., STANDARDS) PERTAINING TO THE INSTALLATION, MAINTENANCE AND USE OF PRESSURE BUILDING SEWERS

### Part A. Standards.

Sewage works, which includes building sewers, shall be designed, constructed, maintained, and tested in compliance with the Ten State Recommended Standards for Wastewater Facilities, NYS Design Standards for Intermediate Sized Wastewater Treatment Systems, any applicable rules, regulations and/or standards adopted by an AHJ, Uniform Code, or law, as currently in effect and amended from time to time.

### Part B. Installation.

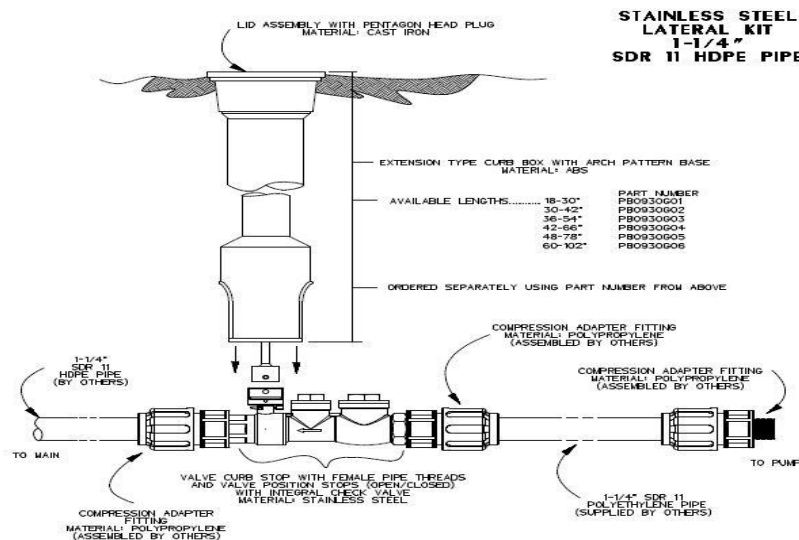
1. The Grinder Pump System consists of a grinder pump, a grinder pump basin/chamber, an electric control panel along with related conduits and wiring from the panel to the basin/chamber, a sewer pipe from the grinder pump basin/chamber to the Town's sanitary sewer main and appurtenances (e.g., check valves, tracer wire, etc.) as prescribed in the Town's standards, which all such materials and equipment shall hereinafter be referred to as the "Grinder Pump System"; and



**Figure 1 – Typical Grinder Pump System**



2. The Owner has/will install, at his/her/their sole cost, a Grinder Pump System so that the Town can provide public wastewater service to the subject lot of record that is in a Sewer District; and
3. Location.
  - a. The location of the grinder pump basin/chamber shall be approved by the Town; and
  - b. The location of the alarm/control panel shall be approved by the Town; and
  - c. No decks, landscaping, porches, patios, sidewalk, walkways, or other structure shall be located within ten (10) feet of the location of the grinder pump; and
  - d. No structure shall be located above or enclose the grinder pump basin/chamber; and
  - e. No structure shall enclose the alarm/control panel; and
4. The Town shall perform routine maintenance of the Grinder Pump System and repair or replace appurtenances of the Grinder Pump System that are malfunctioning if damages are due to ordinary wear and tear; and
  - a. The Town reserves the right to charge the owner for costs that the Town, at its sole discretion, determines are not caused by ordinary wear and tear of a Grinder Pump System. Costs shall include all costs incurred by the Town in responding to an owner's service call request including but not limited to costs of transportation of Town personnel and equipment to and from the subject lot of record and all costs including personnel time, equipment, materials, and supplies; and
5. The Owner shall ensure that the top of the lateral assembly has a metal pentagon head plug unless approved otherwise by the Superintendent. Also, the lateral assembly shall include a valve curb stop with female pipe threads and valve position stopes (open/closed) with integral check valve. The Owner shall also ensure that this lateral assembly is kept clear of obstructions and is accessible. No landscaping, pavement, sidewalk, walkway, or a structure may cover a lateral assembly at any time; and

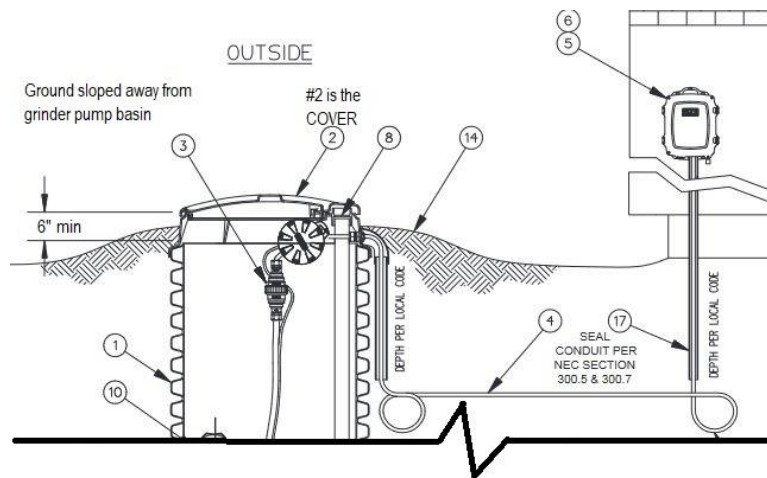


**Figure 2 – Stainless Steel Lateral Assembly**

6. The contractor shall contact Dig Safely – NY and request a utility stake-out prior to starting any excavation work; and
7. A separate and independent grinder pump shall be provided for each building unless approved otherwise by the Superintendent; and



- a. The Town is only responsible for one (1) Grinder Pump System at a lot of record. If an additional Grinder Pump System is required, a Memorandum of Understanding (MOU) approved by the Town Attorney shall be executed between the Owner and the Town; and
8. All materials and/or equipment shall be new and approved by the Superintendent. Damaged or faulty materials and/or equipment as well as used materials and/or equipment shall not be accepted; and
9. An approved grinder pump shall be installed to connect the building sewer. The approved grinder pump and its appurtenances shall be installed in compliance with the manufacturer's installation instructions and be approved by the Superintendent; and
10. Two check valves are required. One is located next to the lateral assembly from the building sewer coming from the grinder pump and the other one check valve shall be located within the pump tank; and
11. The grinder pump basin/chamber shall be installed in accordance with the manufacturer's installation instructions and be approved by the Superintendent. The cover/lid of such basin/chamber shall be a minimum of six (6) inches higher than the surrounding grade; and



**Figure 3 – Cover/Lid of grinder pump basin/chamber from ground**

12. A corrosion resistant shut-off valve approved shall be installed in the pump tank; and
13. Disconnect fitting shall be a union, compression type coupling for sewage; and
14. Discharge line shall be 1 ¼" DR 11 HDPE 160 PSI (IPS) solid black that shall be approved by the Superintendent. Discharge line shall be a minimum of 48 inches deep, bedded in sand or placed in a PVC sleeve. A tracer wire shall be placed adjacent to the discharge line or in the sleeve. The tracer wire shall be brought up to the top of the pump tank or basin/chamber and secured in a manner, so it is accessible for a locator connection. The tracer wire shall also be brought up through the lateral assembly and secured in a similar manner. Lastly, the tracer wire shall be green in color, #12 AWG high strength copper clad steel conductor (HS-CCS) insulated with 30 mil HDPE insulation and rated for direct burial at 30 volts (Copperhead Industries or approved equal). The illustration below shows this requirement for an E/ONE grinder pump; and



**Figure 4 – 1 ¼" DR 11 HDPE 160 PSI**



22. The Owner shall notify the Town Clerk prior to any change of ownership of the subject lot of record; and

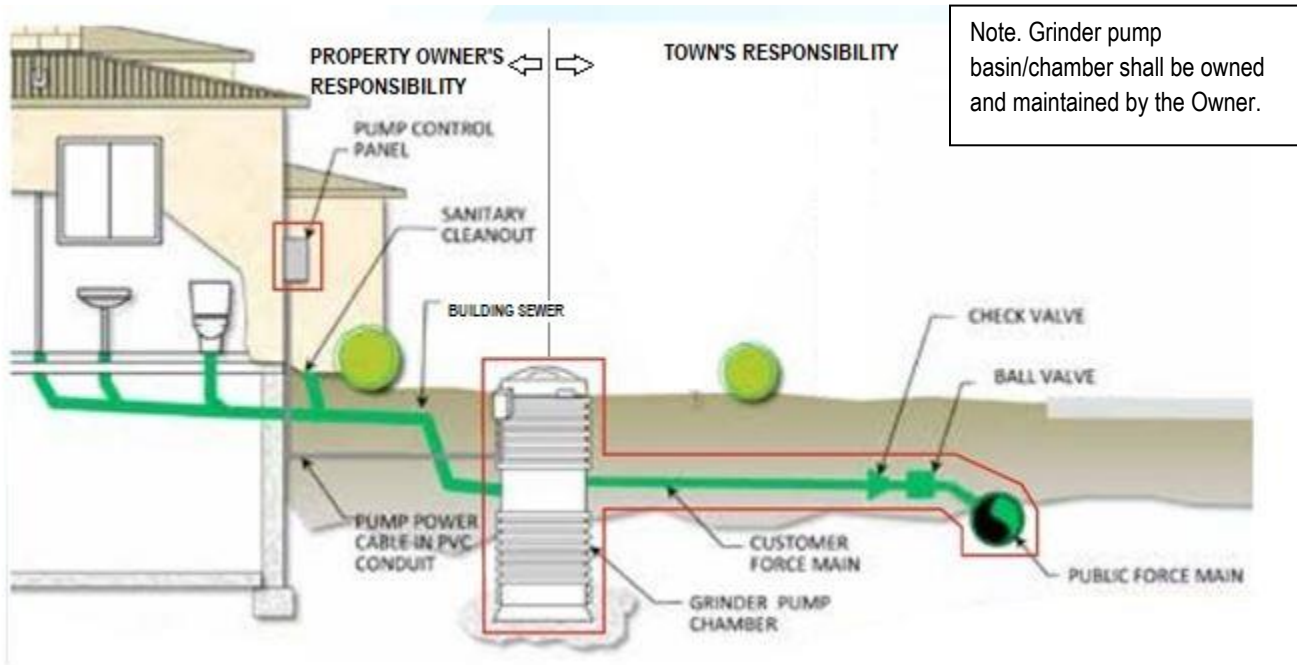


Figure 6 – Owner and Town Responsibility for Sewer District 1, 2 & 3

#### Part D. Services by the Town.

23. The Town shall perform routine maintenance of the Grinder Pump System and repair or replace appurtenances of the Grinder Pump System that are malfunctioning, provided those damages are due to ordinary wear and tear; and
24. The Town reserves the right to charge the Owner for costs that the Town, at its sole discretion, determines are not caused by ordinary wear and tear of a Grinder Pump System. Costs, for the purposes of this Agreement, shall include all costs incurred by the Town in responding to an Owner's service call request including but not limited to costs of transportation of Town personnel and equipment to and from the subject lot of record and all costs including personnel time, equipment, materials, and supplies. The Owner hereby agrees to make prompt and full reimbursement of such costs when invoiced by the Town; and

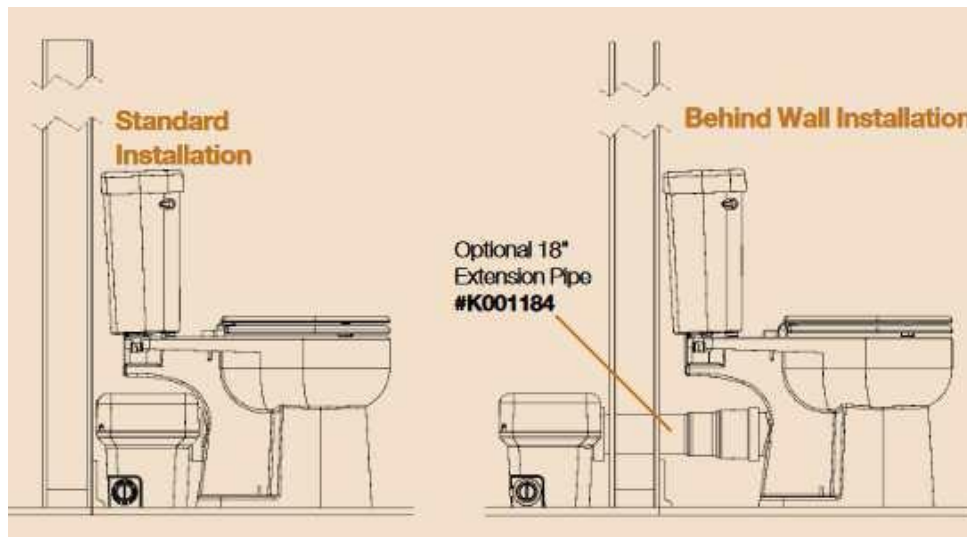
#### Part E. Access.

25. The Owner agrees to always keep the Grinder Pump System accessible and unobstructed. Accessible and unobstructed means that, other than the structure that the electrical control panel is fastened to, none of the following shall be placed within ten (10) feet of the Grinder Pump System unless authorized by the Superintendent:
- Structures (e.g., decks, porches, stairs, etc.); and
  - Fencing; and
  - Fixed equipment (e.g., emergency standby electrical generator); and
  - Objects (e.g., large landscaping stones); and
  - Trees, shrubs, or other plantings; and
26. The Owner agrees to cooperate fully with the Town in always providing free and clear access to the Grinder Pump System for the purpose of constructing, reconstructing, repairing, inspecting, testing, operating, maintaining, servicing, removing, or

relocating this system. The Owner agrees that no new buildings or other new structures, plantings, fencing or other objects shall be placed on the subject lot of record that would obstruct the Town from free access to the Grinder Pump System unless approved otherwise by the Superintendent; and

**Part F. Maintenance and use.**

27. The Owner shall maintain and use the Grinder Pump System in accordance with these standards, the Town's informational notice(s) or any applicable law; and
28. It shall be prohibited for any person to connect roof downspouts, interior or exterior foundation drains, areaway drains, catch basins, swimming pools, sump pumps or other sources of surface runoff, unpolluted cooling water or groundwater, acidic condensate drains from mechanical equipment (e.g., tankless water heater), and/or other types of unapproved connections, which shall be determined by the Superintendent, to a building sewer which in turn is connected directly or indirectly to a public sewer; and
29. No user shall contribute or cause to be contributed, in any manner or fashion, directly or indirectly, any sewage, toxic substances and/or other unapproved wastes which will interfere with the operation or performance of the public sewer and/or sewage treatment plant. These general prohibitions apply to all such users whether or not the user is subject to National Categorical Pretreatment Standards, or any other federal, state or local pretreatment standards or requirements.
30. The Town Board may reject a user's sewage, on recommendation of the Superintendent and/or Town Engineer, when it is has been determined that it contains substances or possesses characteristics which have a deleterious effect on the public sewer and/or the sewage treatment plant and its processes, and/or on the receiving water, or which constitute a public nuisance or hazard.
31. The Owner shall comply with the following as it pertains to sewage pumps (a.k.a., macerating pumps) located within a structure that connects to the grinder pump system:
  - a. New structures: No sewage pump shall be installed within a new structure; and
  - b. Existing structure. Any sewage pump installed within an existing structure shall be approved by the Superintendent; and



**Example of a Sewage Pump**

32. The Town is not responsible for landscaping (e.g., tree roots) from entering and causing damage to the Grinder Pump System. The Owner is responsible to always maintain his/her/their landscaping a minimum of ten (10) feet away from the Grinder Pump System; and





**Part G. Miscellaneous:**

33. The Owner hereby agrees that he/she/they shall not make any changes or modifications to the Grinder Pump System without approval from the Superintendent. Any such changes or modifications, if approved by this Superintendent, shall be at the Owner's sole expense; and
34. Any changes or modifications made to the Grinder Pump system without approval from the Superintendent shall relieve the Town of its obligation to repair and replace the Grinder Pump System at the Town's cost and expense; and
35. Failure of an owner to comply with any one of these rules and regulations (a.k.a., standards) shall relieve the Town of its obligation to repair and replace the Grinder Pump System at the Town's cost and expense; and
36. A completed application, which such application is available at Town Hall or at our website, for a new building sewer shall be submitted to the Town of Milo. Such application shall include:
  - Payment of the applicable fee; and
  - Sewer easement, if applicable; and
  - Signature of the owner of the subject lot.
37. **REQUIRED INSPECTIONS.** The installation of a building sewer, grinder pump and its appurtenances shall be inspected by the operators of the Town of Milo prior to backfilling. Failure to have building sewer, grinder pump and its appurtenances inspected shall cause the operator to refuse sewer service to such structure.