



May 1, 2022

Resident
Constantia Sewer District
Town of Constantia

Re: Constantia Sewer District
Subj: Individual Grinder Pump Installations and Archeological Testing

Dear Resident:

The Town of Constantia is pleased to announce that the Constantia Sewer Project is moving forward! With this great news, we are able to proceed with designing the project and expect that construction will begin in 2023. Construction will take 2-3 years so Town Sewer service to your property may not be available until 2024 or 2025.

The project includes, **at no additional cost to the homeowner**, a new grinder pump, grinder pump lateral, electrical connection, connection to your house and decommissioning your existing septic system. A typical lateral installation diagram is attached. **In order to properly design your connection, the Town Engineer, Barton & Loguidice, will need to meet you at your house to assess your current sewer system.** Barton & Loguidice will need to gather the following information as part of this assessment:

- Identify and photograph the preferred location for the new grinder pump and lateral;
- Locate and photograph the connection to your home's current sewer system;
- Assess your home's electrical system to identify necessary improvements to accommodate electrical supply for the grinder pump;
- Locate existing utilities such as septic tank, leach field, underground electric, etc.;
- Identify individual homeowners needs/concerns;
- Obtain a signed easement from the homeowner for the installation and maintenance of the newly installed piping and equipment;
- Obtain a signed permission form to allow Archaeologists to perform shovel testing on your property to meet NYS Historic Preservation Office requirements;
- Location of sump pump.

When you receive this letter, **we ask that you please schedule your home inspection. You can schedule your home inspection by:**

1. **Scan the QR code below**
2. **Visit (link) or**
3. **Call one of our Engineers that will be performing the home inspections at (315) 224-8213**





With limited availability on the weekends, we request residents that are able to schedule home inspections on a weekday. Please allot 30 minutes for your home inspection. Additionally, we request that the owner of the property be present during the site visit as, if all are in agreement, the easement for the grinder pump and lateral will be signed at that time. Attached you will find a copy of the Utility Easement for your review.

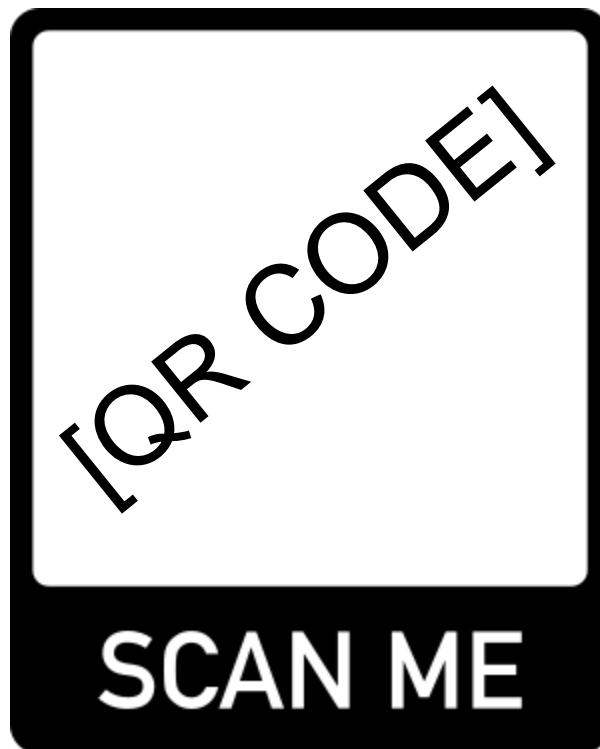
Should you have any scheduling, engineering or construction related questions, please contact B&L home inspector Buck Haines at **(315) 224-8213**.

Thank you in advance for your assistance.

Sincerely,

BARTON & LOGUIDICE, D.P.C. and the Constantia Town Board

Cc: Dustin Clark, Barton & Loguidice
Frank Tomaino, Town of Constantia Supervisor



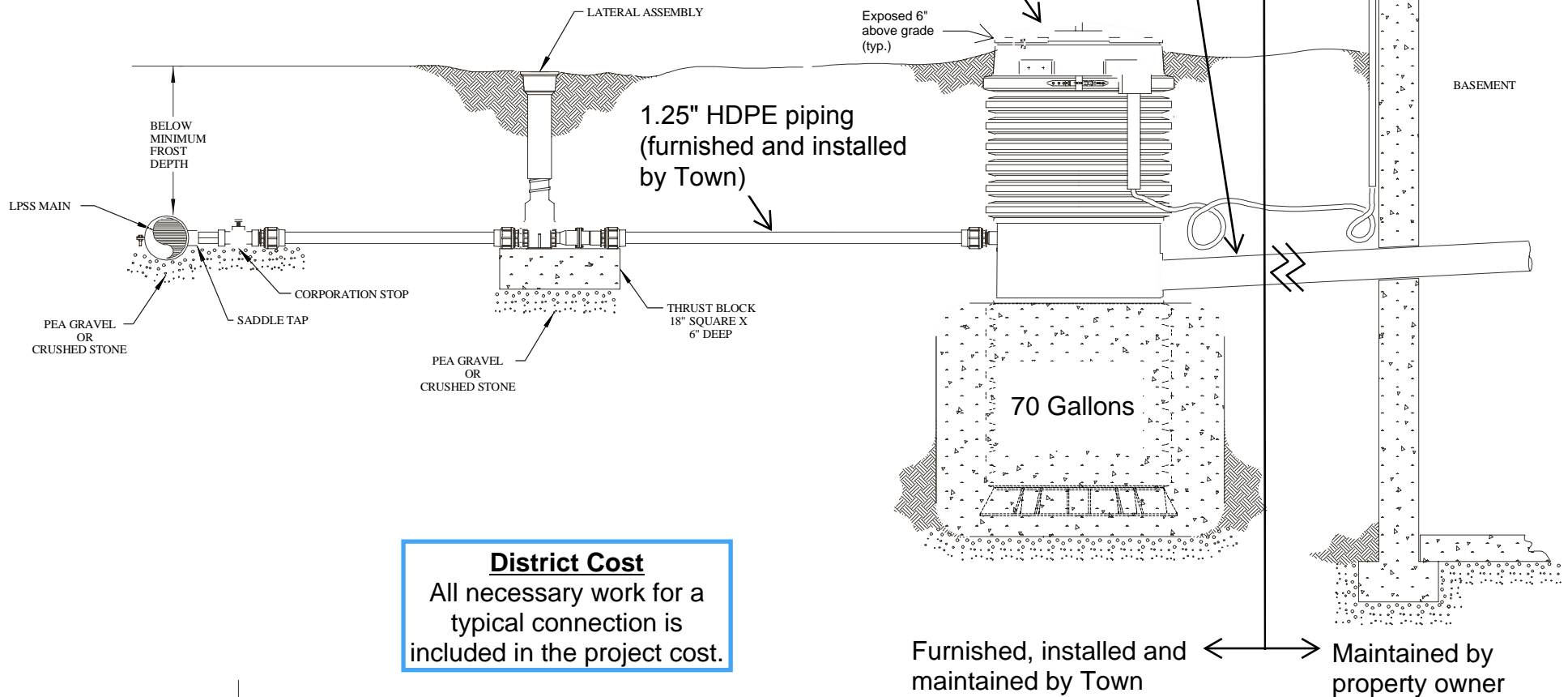
Town to Furnish/Install
Pump, Controls and
Wiring

TYPICAL LATERAL INSTALLATION

Bldg. sewer trap, vent and cleanout assembly
(furnished and installed by Town)

Furnished, installed,
and maintained by
Town

Pre-packaged grinder pump station
(furnished and installed by Town)



District Cost
All necessary work for a
typical connection is
included in the project cost.

Furnished, installed and
maintained by Town

Maintained by
property owner

EASEMENT GRANT

This Easement Grant is made this _____ day of _____, 20__ between

_____ residing at _____

("Grantor", whether one or more) and the TOWN OF CONSTANTIA, a municipal corporation of the State of New York, having an office at 14 Frederick Street, Constantia, NY 13044 (the "Grantee").

RECITALS

1. Grantee is in the process of building or installing a wastewater collection system, including mains, laterals, pump stations, meters and other appurtenant devices (hereinafter referred to as "Facilities").
2. Grantor is the owner of certain real property within the service area of the facilities known as Town of Constantia tax map number _____.
3. A portion of the facilities need to be installed on Grantors property as shown on the Town of Constantia Grinder Pump and Lateral Sketch, attached hereto and made a part thereof or as field modified with Grantor's approval during installation.
4. Grantee is seeking an easement to install such facility.
5. Grantor is willing to provide and easement for such facilities.

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENTS.

- a) Permanent Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a fifteen (15) feet wide permanent right-of-way and easement on, over, under, across and through the premises of Grantor as described below ("the Permanent Easement") for the lawful purposes of the Grantee including laying, relaying, constructing, reconstructing, maintaining, inspecting, operating, cleaning, repairing, replacing and removing sewer mains, laterals, underground wiring or other appurtenant facilities, including supporting apparatus, meters and structures, all other facilities appurtenant thereto and any other lawful improvements thereto (collectively "the Facilities") and making such excavations and performing all work as, in the sole discretion of Grantee, its successors or assigns, may be necessary or desirable. Permanent easement shall be centered on the Facilities.
- b) Temporary Easement. During and for the purpose of the construction and restoration of any Facilities and appurtenances thereto, the Grantee shall have the right to clear and use additional land five (5) feet in width on each side of the Permanent Easement (the "Temporary Easement"). The grant of Temporary Easement shall terminate upon completion of construction of the facilities and surface restoration. Excepting and reserving from the permanent and temporary easements any area of land upon which there is situated a part of a permanent structure or building on the date of this easement grant.
- c) Grinder Pump Alarm Panel and Electrical Circuit Easements. During and for the purpose of the construction and restoration of any Facilities and appurtenances thereto, the Grantee shall have

the right to install a grinder pump alarm panel and appurtenant power and control circuits from said alarm panel to interior or exterior structure electrical panels, and the aforementioned grinder pump stations and hereby grants and conveys to Grantee, its successors and assigns, access to the same. Grantor also conveys to the Grantee the rights of ingress and egress to, over, under and from said Permanent Easement for all purposes set forth herein and incidental thereto, to and from the electrical service panel and source of electricity needed to operate the grinder pump, piping and appurtenances on the Grantor's premises including laying, relaying, constructing, reconstructing, maintaining, inspecting, operating, cleaning, repairing, replacing and removing the same, and performing all work as, in the sole discretion of Grantee, its successors or assigns, may be necessary or desirable. Grantor agrees to hold harmless and indemnify Grantee from damages to said grinder pump alarm panel and appurtenant power and control circuits arising out of, directly or indirectly, Grantor's acts or omissions with respect to same.

Grantor affirmatively covenants to provide the electrical power to operate the grinder pump, alarm panel, the electrical circuit and any other related appurtenances located on the Grantor's premises, including interior electrical systems. Grantor irrevocably appoints Grantee, its agents and employees to fulfill the foregoing obligation of the Grantor should Grantor fail to do so, and Grantor shall defend, indemnify and hold harmless Grantee in its performance of Grantor's obligations. Grantor acknowledges that the failure of the Grantor to fulfill the foregoing obligation of the Grantor shall cause and constitute an imminent, serious and continuing, public health hazard and, therefore, by reason of the foregoing, Grantor consents to the immediate enforcement of the Grantor's obligation and Grantee's rights hereunder by an Order of the Supreme Court of Oswego County; Grantor consenting to the jurisdiction of such Court; appearing before the Court by virtue of the within instrument; waiving the time period for interposing an answer; waiving a jury trial; and consenting to the immediate enforcement of the Grantor's obligation pursuant to an Order of said Court.

2. **DESCRIPTION.** The parties hereto agree that "as built" drawings shall be filed with the County Clerk to show the precise location of the facilities and that the "as built" drawings aforementioned shall constitute the actual location of said easements as hereinbefore set forth.
3. **INGRESS AND EGRESS.** The Grantee, its agents, contractors and their workmen shall have the right to reasonably cross and re-cross the remaining adjacent lands of the undersigned on foot or with motor vehicles and their equipment for all purposes set forth in this Easement Grant and incidental thereto, including but not limited to the construction, inspection, cleaning, operation, maintenance and repair of the Facilities.
4. **CONSTRUCTION AND MAINTENANCE OF FACILITIES.**
 - a) Upon completion of the construction of the Facilities, as well as after any subsequent repair, reconstruction, replacement or any other work in connection with the Facilities, Grantee, at its own cost and expense, shall restore the surface of the easement to, (as nearly as is reasonably practicable), their condition prior to the commencement of the work.
 - b) Grantee shall defend, hold harmless and indemnify Grantor of and from all damages or judgments arising from injury or death to person or property, except such damages to the property of Grantor arising from the use of the Permanent Easement by Grantor pursuant to paragraph 4, by reason of and caused by the actions of Grantee in carrying out the purposes of this Easement Grant.

- c) The Grantee may during construction and thereafter from time to time, trim, cut and remove by manual, mechanical or chemical means, brush, trees, vegetation, and other physical obstructions on the easements.

5. **USE OF EASEMENT PREMISES BY GRANTOR.** The right to use the Permanent Easement for any purpose not interfering or inconsistent, in the opinion of Grantee, with this Easement Grant is expressly reserved by Grantor, provided, however, that Grantor shall neither build, erect, construct or place upon, over or under the Permanent Easement, anything of a permanent nature or character, except that Grantor may maintain and replace anything currently existing. Furthermore, the Grantor will not impound water nor do or cause to be done, directly or indirectly, any damage to, interference with, or create any potential hazard to the Facilities, and will not remove soil from the Permanent Easement so as to leave the Facilities nearer to the surface of the land than when laid, nor in any way interfere with or disturb the grade of the soil as completed by the Grantee. It is further understood and agreed that the Facilities shall at all times be and remain the property of Grantee and under its unconditional control and supervision.
6. **WARRANTY OF TITLE AND PAYMENT.** Grantor has by this Easement Grant provided the Grantee with good and marketable title to the easements. The Grantor hereby warrants ownership in fee simple of the easements, has a good right to convey and grant the foregoing easements, that the easements are free and clear of all liens and encumbrances and will forever warrant title. Furthermore, that in compliance with Section 13 of the Lien Law, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
7. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, lessees, tenants and personal representatives of the parties thereto. However, the Grantee, its successors and assigns shall have the right to assign to others, in whole or in part, any or all of the Grantee's rights, privileges and interests in this Grant.
8. **TESTING AUTHORIZATION.** Grantor hereby grants Grantee the right, upon reasonable notice, before, during and after construction, to test the quality and quantity of Grantor's water supply and to photograph and inspect the exterior and interior of Grantor's structures which may in any way be affected by construction of the Facilities.

IN WITNESS WHEREOF, the Grantor has executed this Easement Grant as of the day and year first above written.

GRANTOR

GRANTEE

GRANTOR

ACKNOWLEDGEMENTS

STATE OF NEW YORK)

) ss.:

COUNTY OF OSWEGO)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF OSWEGO)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Fact Sheet

Town of Constantia

Constantia-Bernhards Bay Sewer District

Access for Cultural Resource Survey and Construction

Review Process

Prior to the initiation of construction, the State Historic Preservation Office (SHPO) must evaluate the potential of the project to impact archaeological resources that may be eligible for listing in the National Register of Historic Places. To assist SHPO in completing this evaluation, the Town of Constantia must conduct archeological surveys of the areas that will be impacted by the project. SHPO is conducting this evaluation to meet its responsibilities under federal law and regulation.

This first phase of this survey will involve a literature search and archaeological sensitivity study of the area. This report will include recommendations for the second phase or “field study” may involve performing a series of “shovel tests” along the proposed sewer alignment within the highway right-of-way, and at various proposed grinder pump/lateral pipe locations on private property. The shovel testing requires a “test pit” approximately 1-foot in diameter and 2-feet deep to be hand-dug at intervals of 5-, 7-, or 15-meters depending on the archaeological sensitivity of that area. Limited disturbance to the shovel testing site is unavoidable, however all work will be performed on tarps so there is no disturbance to the surrounding yard, and all test pits will be filled and restored to their original condition. The intent of this work is to ascertain and document any sites of archaeological significance that would require realignment of the proposed sewer infrastructure including the private lateral connections.

Your Participation

In order to complete this evaluation and provide the residents of the Constantia-Bernhards Bay Sewer District with wastewater infrastructure, the Town of Constantia is requesting access to your property to conduct survey work. Please be aware that should you decline this request, you may not receive a project-supplied grinder pump and lateral. Shovel tests will occur at the sites of planned construction of project components. The Town shall return any cultural artifacts that are found to the property owner. The property owner will be given the opportunity to donate Archeological Resources recovered to a repository that meets the *New York Archaeological Standards for Curation of Archaeological Collections (2005)*.

A project update letter will be sent once the extent and approximate schedule of the Archaeological field study is determined.

Your cooperation is greatly appreciated. If you have any questions or concerns, please contact Buck Haines, at Barton & Loguidice Engineers at (315) 457-5200 or hhaines@bartonandloguidice.com

Permission for Archeological Resource Survey
Constantia-Bernhards Bay Sewer District

I /we hereby give permission to the Town of Constantia, acting through archeological consulting experts, to conduct an Archeological Resource Survey, as described in the attached Fact Sheet, on the below-specified premises.

I understand that the Town of Constantia will promptly restore my lawn, landscaping, and/or field, as applicable, as such may be disturbed by the Archeological Resource Survey.

Signed the date set opposite the signature.

(Name)

Date

(Name)

Date

Witnessed by:

(Name)

Date

Address

Home Inspections

Information collected will be used to guide design for the individual grinder pumps located on each property. A letter will be sent to each homeowner to notify them of the upcoming home inspection and how to schedule a meeting with the Town Engineer.

Frequently Asked Questions

1. Why do I need a grinder pump?
 - a. Grinder pumps are used in connection with low pressure sewers to convey ground-up wastewater. These are typically used in areas where elevations do not allow for use of gravity sewer mains. All connections to the Town Sewer will require a Grinder Pump.
2. Am I required to connect?
 - a. Yes. NYS and the Town Sewer Laws require all properties within the Sewer District to connect to municipal Sewer if available. The capital project will complete all necessary work to connect.
3. How will I be billed for my use of the Sewer System?
 - a. Debt service for the construction of the system will be assessed on property taxes on an Equivalent Dwelling Unit (EDU) basis similar to the water system. A single family residential household will be charged (1) EDU. Additionally, sewer bills will be sent to all users which will pay for sewage treatment, operational costs and system repair capital reserves. Billing will be a flat rate based on EDU's for each property.
4. Where will you install my grinder pump?
 - a. The engineer will meet you at your house to discuss your existing septic system and determine a location for the grinder pump. The grinder pump will be located as close as feasible to the existing building septic system and house. The alarm panel and pump will need to be visible from the street. The alarm panel and shutoff need to be located adjacent to the grinder pump.
5. When can I schedule a home inspection?
 - a. Every homeowner will receive a letter in the mail from the Town Engineer alerting them that it is time to schedule your home inspection. These letters will be sent out every few weeks and will be based on the location of your residence.
6. What will I need to have prepared for the home inspection?
 - a. If you have had a survey completed for your home, please provide maps and documents which show the locations of existing on site utilities. You will need to know where your existing septic system is located, including the tank, leach field, and where the system connects to your house. If you have information available for electricity capacity at your home, please also have this ready for the engineer.
7. Why did I receive this letter and my neighbor/friend did not?
 - a. The home inspections are being conducted from East to West across the new sewer district in groups of about 100 properties. If you, your neighbor or friend has not received a letter, it is because they are scheduled in a later group and will receive their mailer at a later date. At that time, they will be able to schedule a home inspection at their convenience.

8. How do you decommission my septic tank?
 - a. NYS Department of Health requires a complete disconnection of the septic system from a house, in order for a house to be connected to a public sewer system. This includes permanently disconnecting the tank from the building, pumping out the tank and filling it with stone or fill.
9. If I own a vacant parcel, will I get a Grinder Pump?
 - a. No. If you are building a new home on a vacant property, you can receive a Grinder Pump if you have a building permit and foundation constructed during the project period.
10. Who will pay for the power required to operate my Grinder Pump?
 - a. You will pay the required electrical costs for your Grinder Pump.
11. How much electricity does a grinder pump use?
 - a. Grinder pumps cost approximately \$22/year in power costs for an average single family household. Typical usage is 200 kWh, which is less than a television or refrigerator.
12. Who will maintain the Grinder Pump?
 - a. The Town Sewer personnel will maintain all Grinder Pumps within the system.
13. Can I hook up my sump pump, gutters or floor drains into the Grinder Pump?
 - a. No. These are all illegal connections and can cause significant damage and excess flow into the system. If illegal connections are found, property owners will be fined.
14. Will there be limitations on what I put down my drains?
 - a. Yes. Examples of items prohibited from the system include:
 - i. Wipes and Flushable Wipes
 - ii. Diapers (both disposable and reusable)
 - iii. Feminine Products
 - iv. Fats, oils, and grease
 - v. Sump Pump connections
 - vi. Paints, paint thinners
 - vii. Solid objects such as tools, toys, etc.
 - viii. Bandages, towels, sheets, clothes
 - ix. Kitty litter, sand, potting soilAnything beyond typical bodily waste and household plumbing fixture usage may damage the system. Damage to the system caused by you will be charged back to you.
15. Can I drive over my Grinder Pump?
 - a. No. The cap from the Grinder Pump basin will stick out of the ground about 6" and will need to be protected from damage.