

# County of Shenandoah

## PLANNING AND ZONING

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### PUMP AND HAUL SUBMISSION REQUIREMENTS

1. **Contract for Permanent Pump & Haul Permit:** Needs original signatures of property owners, Chairman of the Board of Supervisors, and Clerk to the Board.
2. **Contract for Permanent Pump & Haul Between Virginia Department of Health, Shenandoah County, and Applicant:** Needs signatures of Health Department, County Administrator, and property owners.
3. **Agreement** (Between Contract Hauler and Owner): Needs signatures of property owners and contract hauler.
4. **Sewage Handling Permit** Needs signatures of contract hauler, County Administrator, and property owners
5. **Letter from Toms Brook - Maurertown Sanitary District** stating that the district agrees to accept the waste from this particular property and property owner.
6. **Department of Health Pump and Haul Permit Form:** Must be completed and signed by Health Official stating that no other alternative to pump and haul exists.
7. **Bond of \$500.00:** to be made to Cindy George, County Treasurer, Escrow Agent, **after Board of Supervisors has approved pump and haul permit and all forms have been signed.**

**Chapter 161**  
**WATER AND SEWAGE DISPOSAL**

**ARTICLE I, Permanent Pump and Haul Policy**

**[Adopted at time of adoption of Code]**

**§ 161-1. Approval according to criteria.**

Permanent pump and haul permits may be approved by the Board of Supervisors of Shenandoah County pursuant to the following conditions or criteria.

**§ 161-2. Granting of permit for existing buildings.**

A permit may be granted for an existing building, not for a proposed building, wherein the applicant shall produce evidence that the Health Department has rejected an application for a traditional subsurface septic tank and drainfield and/or all of the approved alternative on-site sewage handling systems, and that it is not economically feasible to connect with an approved central sewage disposal system.

**§ 161-3. Domestic sewage only to be handled.**

Only domestic type sewage may be handled by the pump and haul system. No commercial, restaurant or industrial process type wastes shall be permitted.

**§ 161-4. Maximum capacity.**

The maximum capacity of the pump and haul system shall be three thousand (3,000) gallons. The county shall not take responsibility for larger systems.

**§ 161-5. Economic unfeasibility for connection to central disposal system.**

It shall be deemed economically infeasible for a building to be connected with an approved central sewage disposal system when the estimated cost to connect, as provided by a professional engineer, exceeds one-third (1/3) the assessed value of the residential or community use building or commercial property as shown in the tax records.

**§ 161-6. Evidence of agreement with contract hauler required.**

The applicant (property owner) shall provide copies of an agreement to pump and haul the sewage with a contract hauler holding a sewage handling permit and a letter of acceptance from the operator of a certified sewage treatment plant. The property owner shall provide the county each month with a copy of the invoice(s) from the contract hauler so that the county is assured that the system is being pumped regularly. Failure to provide such an invoice, or a letter of explanation within any two-month period, shall be taken as evidence that the owner has ceased to continue the pump and haul operation and shall result in the revocation of the pump and haul permit.

**§ 161-7. Bond.**

The permittee (property owner) shall enter into an agreement with the county, agreeing to construct and operate the permanent pump and haul system pursuant to all State Health Department regulations and further holding the county harmless for any and all actions thereby. The county may require the permittee to post a bond, with surety approved by the county, for the purpose of insuring continuation of the pump and haul operation for a specified time period.

Such bond shall be forfeited if the owner ceases to continue the pump and haul operation pursuant to Health Department regulations and/or said agreement. Forfeiture of the bond shall not relieve the owner of complying with all legal requirements set forth in state and county regulations.

**§ 161-8. Alarm service.**

The pump and haul storage facility, in addition to being constructed pursuant to State Health Department regulations, shall be equipped with an audiovisual alarm that shall be activated when said storage facility is seventy-five percent (75%) full. Said alarm system shall be installed and operated so as to provide audiovisual notice at two (2) locations - the storage facility and a location which is manned twenty-four (24) hours per day (alarm service). The alarm service must notify the property owner and county of any sounding of the alarm.

**§ 161-9. Two-year approval and renewal.**

An initial pump and haul permit application shall be brought before the Board of Supervisors for consideration. The Board may grant approval for a period of up to two (2) years. Renewal of the permit for additional two-year periods may be approved by the County Administrator, provided that the owner provides acceptable evidence that the pump and haul system has been properly operated and maintained over the preceding two (2) years.

**CONTRACT FOR PERMANENT  
PUMP & HAUL PERMIT**

WHEREAS, \_\_\_\_\_, (the Applicant), located at \_\_\_\_\_  
\_\_\_\_\_ is unable to secure a septic permit nor an alternative means of septic disposal,  
and has to rely on a pump and haul system; and,

WHEREAS, the Virginia Department of Health will approve a permanent pump and haul permit provided an agreement is entered into between the Shenandoah County Board of Supervisors (the County) and the Department, guaranteeing that Shenandoah County will be responsible for the pump and haul system if approved for the said Applicant; and,

WHEREAS, Shenandoah County is willing to accept such responsibility with the understanding that the said Applicant will provide a bond in the amount of Five Hundred Dollars (\$500.00), and further hold the County harmless for any and all costs incurred by Shenandoah County as a result of incurring the responsibility for the said Applicant's pump and haul system.

NOW, THEREFORE, this Agreement made and entered in this day of \_\_\_\_\_, \_\_\_\_\_, that for and in consideration of the sum of Ten Dollars (\$10.00) and for the further consideration of the said Applicant posting a bond in the amount of Five Hundred Dollars (\$500.00), to be held in escrow, with Cindy George, County Treasurer, as Escrow Agent for the County, the County of Shenandoah does agree to be responsible for the pump and haul system for which said Applicant is seeking a permit from the Virginia Public Health Department.

The said Applicant agrees to pay unto Cindy George, County Treasurer, the Escrow Agent for Shenandoah County the amount of Five Hundred Dollars (\$500.00), which will be placed in an escrow account, and be used only by the County if the said Applicant does not maintain or service the pump and haul system for which the permit from the Virginia Public Health Department is being granted. The said Applicant, in addition to placing Five Hundred Dollars (\$500.00) to be held in escrow by the County, further agrees to indemnify the Shenandoah County Board of Supervisors for any further amounts that are incurred by the County, as a result of Shenandoah County accepting

responsibility, by contract, with the said Applicant for the pump and haul permit to be issued by the Virginia Public Health Department.

This agreement may be modified in writing from time to time at the request of the County, depending upon further regulation being imposed on the said Applicant by the State Health Department or the Shenandoah County Department of Public Health, with respect to the governing and operation and maintenance of pump and haul system.

Further, if the said Applicant fails or refuses to operate and maintain said pump and haul system pursuant to Health Department regulations, the County reserves the right to notify the said Applicant and cancel said agreement. The County further agrees to notify the State Health Department of said breach and cancellation and request that the pump and haul permit be revoked.

WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
APPLICANT

By \_\_\_\_\_

SHENANDOAH COUNTY BOARD OF SUPERVISORS

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Clerk to the Board

**CONTRACT FOR PERMANENT PUMP & HAUL BETWEEN  
VIRGINIA DEPARTMENT OF HEALTH, SHENANDOAH COUNTY  
AND**

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THIS AGREEMENT, made and dated the \_\_\_\_\_, \_\_\_\_\_ by and between the Commonwealth of Virginia, Department of Health, (“Department”); County of Shenandoah, Virginia a body politic, (“County”); and \_\_\_\_\_ (“The Owners”) of Tax Map # \_\_\_\_\_.

WHEREAS, Part III, Article 2 of Virginia Sewage Handling and Disposal Regulations permit the disposal of sewage on a “pump and haul” basis by a government entity upon execution of a contract between the government entity and the Department, and upon issuance of permits by the Commonwealth of Virginia Health Department for pumping and hauling and for each sewage storage facility; and

WHEREAS, no practical economic method exists, under current circumstances, for the disposal of sewage from the \_\_\_\_\_, Tax Map # \_\_\_\_\_ (“Facility”) located in Shenandoah County, Virginia except by pumping and hauling to the Department approved sewage disposal facility; and

WHEREAS, the Owner has contracted with a private contractor holding a sewage handling permit to pump and haul sewage as required; and

WHEREAS, the County does guarantee to the Department that the owners shall comply with all applicable provisions and said regulations,

THEREFORE, WITNESSETH: that, for and in consideration of the requirements of said regulations, the issuance of pump and haul permits and sewage storage facility permits, and in consideration of the benefits accruing to the owners as a result thereof, the parties all agree as follows:

1. The owners shall have designed and constructed a sewage facility in accordance with Article 7 of the Virginia Sewage Handling and Disposal Regulations and shall apply to the Department for a permit for the sewage storage facility.
2. The County shall apply to the Department for a pump and haul permit to provide sewage collection and disposal services to the owners for so long as the facility is utilized and the County agrees to guarantee compliance by the owners with all applicable regulations concerning sewage collection and disposal services to the facility.
3. The County will provide pump and haul services to the facility either directly or through a private contractor holding a sewage handling permit for the period the structure and facilities are utilized or until connection can be made to an approved sewerage facility.
4. The Department, upon receipt of property application therefore, and provided all applicable regulations are adhered to, will issue all permits required for each sewage storage facility and pump and haul operation required to provide sewage collection and disposal from the residence.
5. The County shall receive and treat all sewage delivered to the County’s facilities from the residence.

6. Nothing herein shall be construed to restrict the Department's ability to revoke the permit(s) for failure to comply with provisions to applicable statutes, the Sewage Handling and Disposal Regulations, or other applicable regulations.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

COMMONWEALTH OF VIRGINIA DEPARTMENT OF HEALTH

DATE \_\_\_\_\_

BY \_\_\_\_\_

State Health Commissioner  
County of Shenandoah, Virginia

DATE \_\_\_\_\_

BY \_\_\_\_\_

County Administrator

DATE \_\_\_\_\_

BY \_\_\_\_\_

Owner

**AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between \_\_\_\_\_, of \_\_\_\_\_, and  
*contractor* *address*  
\_\_\_\_\_, of \_\_\_\_\_ owner(s) of a parcel of  
*owner(s)* *address*  
or tract of real estate know and designated as \_\_\_\_\_  
\_\_\_\_\_, Shenandoah County, Virginia.

WHEREAS the property owner(s) have applied for a Pump and Haul sewage disposal permit, and;

WHEREAS, \_\_\_\_\_ has agreed to pump and haul the septage  
*contractor*

from the septic tanks on the property of \_\_\_\_\_, and;

WHEREAS the parties desire to set forth in writing their agreements, NOW

THEREFORE \_\_\_\_\_ agrees to come to the property of the  
*contractor*

owner(s), to pump the septage from the underground storage tanks and to haul it by truck to a licensed septage disposal place, to dispose of it there, and to pay the fee for the same.

The property owner(s), \_\_\_\_\_ promise to promptly notify Contractor when the alarm system indicates the tanks need to be pumped, to grant access to the property, and to promptly pay for the service rendered.

Contractor agrees to notify the Owner(s) as promptly as possible of any changes in fees for disposal or for pumping and hauling. Either party may, upon 30 days written notice to the other, with a copy to the Shenandoah County Health Department, terminate this agreement.

\_\_\_\_\_  
*Contractor* (Seal)

\_\_\_\_\_  
*Owner(s)* (Seal)

STATE OF VIRGINIA AT LARGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, by \_\_\_\_\_, Contractor.

My commission expires \_\_\_\_\_.

\_\_\_\_\_

Notary Public

STATE OF VIRGINIA AT LARGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, by \_\_\_\_\_, Owner(s).

My commission expires \_\_\_\_\_.

\_\_\_\_\_

Notary Public

SEWAGE HANDLING PERMIT # \_\_\_\_\_

\_\_\_\_\_, enters into this contract with

\_\_\_\_\_, County Administrator on this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

WHEREAS, To provide sewage collection and disposal services and guarantee compliance with all applicable regulations concerning sewage collection and disposal services.

WHEREAS, To provide this service on a 24 hour call basis in an emergency service.

THEREFORE, WITNESSETH: That, for and in consideration of the amount of

\$ \_\_\_\_\_ per load for pumping and hauling from

\_\_\_\_\_. Payment for these services will be made by the owner of the property, or \_\_\_\_\_.

\_\_\_\_\_, Sewage Handling Permit # \_\_\_\_\_

By \_\_\_\_\_  
President/Owner

Date \_\_\_\_\_

Shenandoah County Board of Supervisors

By \_\_\_\_\_  
County Administrator

Date \_\_\_\_\_

By \_\_\_\_\_  
Home/Property Owner

Date \_\_\_\_\_