

## SMALL GRINDER PUMP AGREEMENT

**Section 1. PURPOSE**

This policy is for the customers of the Bedford Regional Water Authority (“AUTHORITY”) who would like to have the AUTHORITY provide maintenance assistance for a small grinder pump (“SGP”) which enables sewer service to the property served by the AUTHORITY. In order for this SGP service to be provided, an agreement must be executed between the AUTHORITY and the homeowner, business, property owner, developer, and/or user of the small grinder pump system, hereinafter called the “USER.” It does not create any third party contract or third party beneficiary rights, and it is not intended to do so. This Users Agreement (“AGREEMENT”) must be fully executed in order to obtain service as per the requirements in the AUTHORITY’s Pressure Sewer System policy (“POLICY”).

**Section 2. AGREEMENT****A. General:**

1. Being that the USER desires to purchase sewer service from the AUTHORITY, and that a pump is necessary to receive this service, the USER is choosing to enter into this AGREEMENT. Under the terms of the POLICY, a small grinder pump (“SGP”) will be necessary to provide sewer service to the USER; the USER agrees that the SGP will be installed on their property at a location that is accessible by the AUTHORITY. Included as part of the SGP is the grinder pump station (which includes the pump, motor, wetwell storage tank, controls system, and appurtenances) as well as the associated valves and wiring.
2. The SGP will operate automatically to convey the sewage from the USER to the AUTHORITY’s collection system. Should the SGP fail to operate correctly, a warning light will alert the USER of the failure and the USER must then in turn contact the AUTHORITY immediately to prevent a sewage discharge on or in the USER’s property.
3. USERS eligible for entering into a SGP Agreement with the Authority are limited to the following:
  - a. USER served with public water from the Authority by a water meter no larger than 5/8-inch.
  - b. Residential USER serving no more than one single residence and which are served with public water from the Authority.

**B. USER’s Responsibility:** Under this agreement, the USER has responsibilities related to the installation and maintenance of the SGP; failure to follow any of the USER responsibilities may cause this agreement to become null and void. Upon approval of this agreement, the USER agrees to:

1. Execute this AGREEMENT by signing this document.
2. Pay all applicable Deposits, Capital Recovery Fees, Tap Fees, and Charges, as well as the Reoccurring Fixed Charges and Volume Charges, and Small Grinder Pump Maintenance Fees, as documented in the AUTHORITY’s Rates Policy.
3. The USER shall obtain all necessary permits for the work to be performed.
4. Allow AUTHORITY personnel full and unrestricted right of ingress and egress onto and through the property where the SGP is located for the purpose of inspecting and maintaining

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- the SGP. Said right of entry is hereby granted as a part of this AGREEMENT, and no further easement is therefore required.
5. The installation of the SGP will be performed for the USER by a licensed plumber or licensed contractor (“installer”) with successful experience installing similar systems. The selection of the installer is the responsibility of the USER; the installer’s qualifications must be reviewed by the AUTHORITY to ensure that the installer is capable of adequately performing the work. The USER will contract directly with the installer, and the USER will pay all costs associated with this installation directly to the installer.
  6. Construction of the SGP system must be in accordance with the latest addition of the AUTHORITY’s master specifications and the Small Grinder Pump Installation Checklist. A copy of the master specification must be kept onsite at all times during the construction of the SGP system.
  7. Provide material submittals to the AUTHORITY at least two (2) full weeks prior to the commencement of any construction.
  8. Notify the AUTHORITY at least three (3) full working days prior to the commencement of any construction taking place.
  9. Install and maintain all gravity laterals from the house or facility to the pinch valve located at the pump station.
  10. Install and maintain the pressure lateral from the pump station to the public connection point as identified in the AUTHORITY’s Standard Detail GP-8.
  11. Minimize the construction of any improvement around the SGP and service line; this includes, but is not limited to, trees, shrubs, fences, landscaping, driveways, and other permanent structures. The AUTHORITY should be contacted prior to the construction of these improvements to ensure that there is no conflict with the SGP. A minimum clearance of ten (10) feet shall be maintained in all directions around the SGP for proper maintenance; if the AUTHORITY finds it necessary to remove any improvements around the SGP, they may do so without warning and they will not be held responsible for the replacement or reimbursement of the removed improvements.
  12. USER shall provide, and pay for, proper current and voltage electrical power to the pump station at all times. During power outages, the USER must reduce the wastewater flow to the SGP to an absolute minimum. An electrical disconnect switch shall be provided within sight of the pump station, and in a location that is accessible at all times.
  13. Maintain proper grading around the pump station to ensure runoff does not collect around the station, as well as not covering the station’s access cover, vents, bypass box, or other controls.
  14. Care shall be taken to prevent items that may damage the pump station from being transferred to the pump station through the lateral. Such items include any petroleum based products, cleaning solvents, paint thinners, egg shells, seafood shells, grease, gravel, glass, metal objects, or other sharp and hard objects.
  15. The USER is responsible for all damage to the SGP resulting from negligence; this includes, but is not limited to, lawn care equipment, vehicular traffic, unauthorized excavation, the transfer of damaging items into the SGP through the service lateral, or any willful damage.
  16. USER shall ensure that all sewage being transmitted to the AUTHORITY shall be in conformance with the current Pretreatment Ordinance as adopted by Bedford County.

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17. The USER shall notify the AUTHORITY immediately of any failure or alarming of the SGP, and the AUTHORITY is indemnified for any damages that may arise due to failure of such notification.
18. USER shall provide the AUTHORITY with a letter of warranty from the installer, guaranteeing the work for a period of one year after the installation, as well as documentation that all payments have been made to the installer by the USER.

- C. AUTHORITY's Responsibility:** Under this agreement, the AUTHORITY has the following responsibilities related to the installation and maintenance of the SGP:
1. Aid the USER in the design of the SGP, including choosing the best location for the pump station and determining the connection point.
  2. Verify capacity in the public sewer system to accept the additional flows from the installation of this SGP.
  3. Review the qualification of the installer, as selected by the USER, and notify the USER if there are any reasons to believe that any installer is not capable of properly performing the work.
  4. Review and approve the material submittals as provided by the USER.
  5. Before the facilities are accepted for connection into the public sewer system, the AUTHORITY has the right to observe the construction and installation of the SGP. A final site review may be conducted, and this agreement may be terminated if the SGP does not meet the standards and requirements as set forth in the policies and specifications.
  6. Make any repairs to the SGP related to routine wear and tear; these repairs include the parts and labor necessary to make such repairs.
  7. Respond promptly to any emergencies related to the SGP, twenty four (24) hours a day, seven (7) days a week.
  8. Restore the site of any repair work to the condition that existed prior to the repair being made. Any improvements that are removed within five (5) feet of the SGP will not be replaced.
  9. Prepare record drawings showing the location of the SGP facilities as constructed.
- D. In Case of Emergency:** Should the warning light become lit at the pump station, or should sewer service get interrupted to the USER in any way, the AUTHORITY must be contacted immediately by using the following procedure:
1. Contact the AUTHORITY's regular office phone number, day or night, at 540-586-7679.
  2. If the call is placed during regular office hours (8:30am to 5:00pm Monday through Friday), you can reach a Customer Service Representative by dialing extension 4 after the greeting.
  3. If the call is placed outside of regular office hours, you can reach the AUTHORITY's dispatch personnel by dialing extension 9 after the greeting, and following the directions on the outgoing message.

### Section 3. REINSTATEMENT

- A. General:** When a USER has declined the AGREEMENT in the past, or new USERS take ownership of an SGP that was not formerly under AGREEMENT, the USER may enter into an AGREEMENT per the terms outlined in this section of this policy.

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#### **B. Requirements:**

1. **Waiting Period:** USERS who have cancelled or declined the AGREEMENT may not execute an AGREEMENT with the AUTHORITY for a period of 24 months after cancelling or declining the AGREEMENT. If a property served by an SGP changes ownership, the new owner is not subject to the above stated waiting period, and they may immediately request to execute an AGREEMENT under this section of this policy.
2. **Initial Reinstatement Period:** If the SGP requires repair or replacement within 12 months of reinstatement, the USER will be responsible for the full cost of the parts, materials, and labor needed to make the repairs (less any SGP maintenance fees already paid by the USER to the AUTHORITY).
3. **Initial Period:** Any USER executing an AGREEMENT under this policy will be responsible for paying the Small Grinder Pump Maintenance Fee for the equivalent of 48 months from the date of the execution of the AGREEMENT.
  - a. If the USER stays under AGREEMENT for at least the initial 48 months, the SGP maintenance fee will be charged monthly for each of the 48 months.
  - b. If the USER cancels this agreement prior to the initial 48 months after executing the AGREEMENT, and any repairs have been made to the SGP by the AUTHORITY while under agreement, the USER will be responsible for paying an early termination fee. The early termination fee is an amount equal to the SGP maintenance fee times the number of months remaining to complete the initial 48 month period.
4. **Inspection:** Customers may be eligible for reinstatement as a USER under this AGREEMENT if the station was initially installed under the inspection of AUTHORITY personnel and if the SGP was constructed to AUTHORITY standards at the time of construction.
  - a. Prior to reinstatement, the customer will pay a nonrefundable Small Grinder Pump Station Review and Inspection fee for AUTHORITY personnel to evaluate the station and determine if it is suitable for AUTHORITY maintenance.
    - i. Properties developed with newly constructed structures within six (6) months of the initial pump installation, which was inspected by AUTHORITY personnel, may be exempt from the Review and Inspection Fee.
  - b. A list of deficiencies will be generated to identify any improvements needed to the SGP before reinstatement of the AGREEMENT can occur; this list will be provided to the customer.
5. Items to be taken into consideration by the AUTHORITY for the reinstatement of the SGP Agreement may include, but not be limited to, the following:
  - a. **Model of SGP**
    - i. The AUTHORITY only offers maintenance agreements on select models by the following manufacturers:
      - a. Environment One
      - b. Liberty
  - b. **Condition of SGP:**
    - i. **Pump:** The pump will be removed from the wetwell to verify age and visually inspect the pump condition. The pump will be field tested for proper working condition. If the pump has been in service for more than 6 years, or if the pump is in poor condition and/or determined likely to fail, the AUTHORITY may require the pump to

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- be replaced with a new (not used or reconditioned) pump prior to allowing reinstatement into this AGREEMENT.
- ii. Wet well: The wet well will be checked for damage, overflow, or signs of grease, sand, grit, etc. Any necessary cleaning will be required to be completed by the Customer prior to acceptance.
  - iii. Control Panel: The Control Panel must be as supplied by the pump manufacturer. The distance will be measured from the wet well to the control panel; distances over 10 feet, resulting in longer control wiring, may not be accepted. Access to the control panel will be verified, with panel preferably located on a post near the wetwell. The panel must be in a location that is accessible at all times.
  - iv. Use of proper amperage breaker and wiring will be verified to be in accordance with manufacturer's specifications.
- c. Valves: A pinch valve and cleanout are required on the house gravity lateral at a location not further than 10 feet from the wet well; the pinch valve will be the delineating point of responsibility separation between the USER and the AUTHORITY for maintenance under the Agreement. A shutoff valve and check valve located in an accessible valve box are required on the forcemain lateral near the property line adjacent to the AUTHORITY's collection system.
- d. Accessibility:
- i. Location of SGP: In order to ensure access, the SGP must be located a minimum of 10' from any structure. A ten foot (10') radius around the wet well will be required for maintenance for drivable access for Authority vehicles.
  - ii. No landscaping, including trees, shrubs, etc., are to be located within 10' (ten feet) of the structure. The top of the pump station shall not be covered with dirt, mulch, or other material which would prohibit easy access to the inside of the SGP structure and/or make it difficult to locate the structure.
  - iii. The site must provide unrestricted drivable access from the road to the SGP location.

#### **Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved May 31, 2018, effective June 1, 2018:
    - a. Substantially modified portions of Section 1 and 2 for clarity
    - b. Added Section 3 to allow for reinstatements
    - c. Moved the acknowledgements to Section 5
  2. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 2.B.2: 'Connection Fees' was replaced with 'Tap Fees'
    - b. Section 2.A.3 was added.

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**Section 5. ACKNOWLEDGEMENT****A. USER Acceptance:**

The USER agrees to the terms of this AGREEMENT, and thus executes this agreement with the following signatures and seals:

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Date of Signature

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Service Address or Location

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City, State, Zip

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Premise ID

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Printed USER Name

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USER Signature**B. USER Declines Agreement:**

The USER does not agree to the terms of this AGREEMENT, and thus declines this agreement with the following signature and seals thereby relieving the Bedford Regional Water Authority of all maintenance responsibility to their small grinder pump station. The USER accepts full responsibility for meeting all applicable regulatory agency requirements regarding maintenance and operation service arrangements for their small grinder pump station.

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Date of Signature

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Service Address or Location

---

City, State, Zip

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Premise ID

---

Printed USER Name

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USER Signature