

HISTORIC GRINDER PUMP

SERVICE APPLICATION

ADDRESS OF DISTRICT HISTORIC GRINDER PUMP

address _____

city _____

postal code _____

OWNER CONTACT INFORMATION

owner name: _____

mailing address: _____

phone number: _____ alternate phone: _____

email: _____

PLEASE REVIEW AND CONFIRM UNDERSTANDING OF ELIGIBILITY CRITERIA, SCOPE OF SERVICE, AND FEE SCHEDULE
Service eligibility requirements and scope of services are outlined in the *Historic Grinder Pumps Procedure No. 0226* (found at westvancouver.ca/grinderpumps). **Please confirm you have reviewed the procedure by initialing each box below:**

ELIGIBILITY FOR HISTORIC GRINDER PUMP SERVICE

Yes, I have read and understand the eligibility criteria for District Historic Grinder Pump Services described in Section 3.1.

Yes, the grinder pump on my property is a District Historic Grinder Pump.

Yes, the grinder pump has a District Historic Grinder Pump label identifying the grinder pump as a District Historic Grinder Pump.

Yes, with my application, I have provided a photo of the grinder pump establishing that the grinder pump is owned by the District.

Yes, I understand that a site visit may be required to verify eligibility for service.

SCOPE AND FEES FOR HISTORIC GRINDER PUMP SERVICES

Yes, I have read and understand the scope of District Historic Grinder Pump Services described in Section 3.2.

Yes, I have read and understand the fees and costs associated with the services described in Section 3.5.

owner signature: _____ date: _____

SUBMISSION DETAILS

▶ COMPLETE this application and District Historic Grinder Pump Servicing Agreement.

▶ OBTAIN a photo establishing that the grinder pump is owned by the District.

▶ SUBMIT signed documents and photo:

EMAIL

engineeringdept@westvancouver.ca

MAIL OR DELIVER

ADDRESS ENVELOPE TO:

grinder pump service application
c/o Engineering Services,
Municipal Hall, 750 17th Street,
West Vancouver BC V7V 3T3

mail or place in a drop box
located outside the north and
west entrances to Municipal Hall

Freedom of Information and Protection of Privacy notification: Your personal information is collected by the District of West Vancouver under section 26(c) of the *Freedom of Information and Protection of Privacy Act* and will be used for the purpose of processing this application. If you have any questions regarding the collection and use of this information, please contact the Privacy Officer at foippa@westvancouver.ca or 604-921-3497.



HISTORIC GRINDER PUMP

APPENDIX A: SERVICING AGREEMENT

THIS SERVICING AGREEMENT (THE "AGREEMENT") IS MADE AS OF THE ____ DAY OF _____, 20____.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER (the "**District**"),
a municipality incorporated under the *Local Government Act*, having an address at:
750 17th Street, West Vancouver BC V7V 3T3

AND:

REGISTERED OWNER(S): _____ (the "**Owner**")
the registered owner(s) of the lands located at:
_____, West Vancouver BC _____ described below
address postal code

Now therefore in consideration of the terms and conditions set out herein, and other good and valuable consideration, the Parties agree as follows:

1. PROPERTY

This Agreement applies to the real property legally described as:

PID: _____

LEGAL DESCRIPTION: _____

_____ (the "**Property**")

2. DEFINITIONS

In this Agreement:

- a) "**District Historic Grinder Pump System**" means a grinder pump system identified by the District as eligible for District Historic Grinder Pump Services in the Policy.
- b) "**Policy**" means the District's Historic Grinder Pumps Policy 0225, as amended.
- c) "**Procedure**" means the District's Historic Grinder Pumps Procedure 0226, as amended.
- d) "**Services**" means District Historic Grinder Pump Services as defined in the Policy.

3. CONSENT TO SERVICES

3.1 The Owner requests and consents to the District providing the Services for the District Historic Grinder Pump System located on the Property.

3.2 The Owner acknowledges and agrees that:

- a) the Services are provided only for District Historic Grinder Pump Systems;
- b) the District has sole discretion to determine the nature, scope, timing, and method of providing the Services; and
- c) the District does not guarantee uninterrupted operation, performance, or lifespan of the District Historic Grinder Pump.

4. ACCESS TO PROPERTY

4.1 The Owner grants to the District, its employees, contractors, and agents, the right to enter upon the Property at all reasonable times, and at any time in the case of an emergency, for the purposes of:

- a) completing Services for the District Historic Grinder Pump; and
- b) performing any activities reasonably related to the Services.

- 4.2 The Owner must ensure that clear, safe, and unobstructed access to the District Historic Grinder Pump from the nearest public access point to the District Historic Grinder Pump, including access for the tools and equipment necessary to provide the Services.
- 4.3 District employees and contractors retain the right to refuse to perform the Services where, in their sole judgment, access or working conditions are unsafe.

5. OWNER OBLIGATIONS

- 5.1 Without limiting Section 4.2, the Owner must:
- keep vegetation, structures, fencing, debris, snow, ice, and other obstructions clear of the access to the District Historic Grinder Pump System;
 - maintain the Property so as not to interfere with the provision of the Services;
 - not alter, modify, or tamper with the District Historic Grinder Pump System electrical control panel; and
 - maintain stable ground conditions and safe working surfaces.
- 5.2 Without limiting the generality of section 7.1 and 8.1, the Owner agrees that if they make any modifications to the District Historic Grinder Pump System, including any alterations, modifications, or other changes to the District Historic Grinder Pump System control panel, they will no longer be entitled to District Historic Grinder Pump Services and that the District is not liable for any loss, damages, costs, expenses, or injuries arising from a breakdown or malfunction of the grinder pump system.

The Owner agrees to pay all costs associated with the Services in accordance with Section 6.

6. FEES AND PAYMENT

- 6.1 The Owner agrees to pay the cost of the Services in accordance with the provision set out in Schedule F of Sewerage and Drainage Regulation Bylaw No. 5263, 2023, as amended from time to time.
- 6.2 Fees are charged on a cost-recovery basis in accordance with District bylaws and fee schedules, as amended.
- 6.3 The District may invoice the Owner for Services provided, and payment is due in accordance with the invoice terms.
- 6.4 Unpaid amounts may be collected in the same manner as unpaid municipal taxes or unpaid municipal utilities, and the Property Owner acknowledges and agrees that this may include sale of the Property at the annual municipal tax sale.

7. RELEASE

- 7.1 The Owner releases and forever discharges the District and its elected officials, officers, employees, contractors, and agents from any and all claims, demands, actions, causes of action, losses, damages, costs, or expenses, including the full amount of all legal fees and expenses, that the District may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which arise out of or related to, directly or indirectly:
- the provision of the Services;
 - entry onto the Property;
 - any inspection, servicing, repairing, maintaining, replacing, removing, or failure of the District Historic Grinder Pump.
- 7.2 This release applies whether the claim arises in contract, tort, negligence, or otherwise, except to the extent caused by the District's gross negligence or wilful misconduct.
- 7.3 This release survives the termination or end of this Agreement.

8. INDEMNITY

- 8.1 The Owner agrees to indemnify and save harmless the District and its elected officials, officers, employees, contractors, and agents from any and all claims, demands, actions, causes of action, losses, damages, costs, or expenses, including the full amount of all legal fees and expenses, which arise out of or related to, directly or indirectly:
- the provision of the Services;
 - the condition of the Property;
 - any act or omission of the Owner or any person permitted on the Property by the Owner.

8.2 This indemnity survives termination or end of this Agreement.

9. NO WARRANTY

9.1 The Services are provided “as is” and without warranty, express, or implied.

9.2 The District makes no representation or warranty regarding:

- a) the continued operation of the District Historic Grinder Pump;
- b) the suitability of the District Historic Grinder Pump for ongoing use; or
- c) compliance with current building or plumbing standards.

10. TERMINATION

10.1 The District may terminate this Agreement at any time, without compensation, upon written notice if:

- a) the Property no longer meets eligibility requirements as set out in Historic Grinder Pumps Policy 0225, as amended;
- b) access or safety conditions are not maintained;
- c) the Owner fails to pay amounts owing; or
- d) so long as the existing Historic Grinder Pump Service Capacity doesn’t change such that the District Historic Grinder Pump System does not have the capacity to provide the Service(s).

10.2 Upon termination, the District has no further obligation to provide the Services.

11. GENERAL

11.1 Amendments

This Agreement may only be amended in writing signed by both parties.

11.2 Governing Law

This Agreement is governed by the laws of the Province of British Columbia.

11.3 Binding Effect

This Agreement binds and benefits the parties and their respective heirs, successors, and permitted assigns.

11.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or understandings.

In witness whereof, the parties have executed this Agreement as of the date first written above.

SIGNATURE of OWNER: _____ **DATE:** _____

NAME: _____

SIGNATURE of OWNER (if joint owner): _____ **DATE:** _____

NAME: _____

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER:

AUTHORIZED SIGNATORY: _____ **DATE:** _____

NAME: _____