

District of West Vancouver  
**PROCEDURE**

Title: Historic Grinder Pumps  
Division: Engineering and Transportation Services  
Procedure Number: 0226  
File Number: 0282-20-0226

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## 1. Governing Policy

- 1.1. This procedure is related to Historic Grinder Pumps Policy 0225, as amended.
- 1.2. This procedure adopts the definitions set out in the policy.

## 2. Scope/Application

- 2.1. A property owner seeking to opt in to receive District Historic Grinder Pump Services will follow steps outlined in this procedure to access the service.
- 2.2. Employees of the District will follow steps outlined in this procedure to confirm property owner eligibility for District Historic Grinder Pump Services prior to the District providing District Historic Grinder Pump Services for District Historic Grinder Pumps on private property.

## 3. Procedure

### 3.1. Eligibility criteria

The following criteria must be met for a property to be eligible for District Historic Grinder Pump Services:

- 3.1.1. District Historic Grinder Pump must be located on the property and must be relied on for the purposes of discharging sewage waste to the nearest District sewer main. The property owner will include in the application for service referenced in section 3.3 a photograph of the District Historic Grinder Pump Services showing that the grinder pump has a sticker attached to it identifying it as a District Historic Grinder Pump, or some other proof establishing that the grinder pump is owned by the District;
- 3.1.2. the property owner will sign up for the District Historic Grinder Pump Services in advance of any request for services and will execute the Service Agreement including consent and release terms in the form attached as **Appendix A** to this procedure and must agree to pay the cost of the Services as set out in Schedule F of Sewerage and Drainage Regulation Bylaw No. 5263, 2023, as amended from time to time;
- 3.1.3. the property owner must ensure that there is clear and safe access to the District Historic Grinder Pump to permit the District to access the District Historic Grinder Pump and provide the District Historic Grinder Pump Services. In the absence of clear and safe access District Historic Grinder Pump Service will be permanently

# District of West Vancouver

## PROCEDURE

terminated and property owners will be deemed to assume ownership and the responsibility for maintaining or replacing the grinder pump located on the property and no further District Historic Grinder Pump Services will be provided;

- 3.1.4. when requiring Services, the property owner must serve the District with a written request for District Historic Grinder Pump Services, unless there is an emergency, in which case a telephone request will be sufficient;
- 3.1.5. the property owner must pay the cost of the Services as set out in Schedule F of Sewerage and Drainage Regulation Bylaw No. 5263, 2023, as amended from time to time; and
- 3.1.6. the property owner must comply with all of the provisions of the Service Agreement.

### **3.2. Scope of District Historic Grinder Pump Service**

- 3.2.1. The District will provide the Services set out in Historic Grinder Pumps Policy 0225.
- 3.2.2. The District will not provide inspecting, servicing, repairing, maintaining, replacing, or removing a grinder pump, whether a District Historic Grinder Pump System or another grinder pump when the use of the property on which a District Historic Grinder Pump System was located is changed, a grinder pump is installed by the Owner, , the electrical control panel of the District Historic Grinder Pump System has been altered or tampered with, or the property is redeveloped, and will not provide inspecting, servicing, repairing, maintaining, replacing, or removing of the sump, effluent contained within the sump, sewerage piping conveying effluent to or from the sump, electrical supply to the control panel, alarm systems, or monitoring systems, or any other infrastructure ancillary to the systems operation for the purposes of discharging sewage waste.

### **3.3. Application process for Eligible Property Owners**

- 3.3.1. Property owners must complete the eligibility criteria prior to receiving District Historic Grinder Pump Services.
- 3.3.2. Property owners must complete an application form and must execute the Service Agreement attached as **Appendix A** to this procedure.
- 3.3.3. Upon payment of the application administrative fee by the property owner, District employees will process the application to confirm eligibility. If the eligibility criteria are met, District Historic Grinder Pump Services will be provided to the eligible property.
- 3.3.4. The District will notify the property owner via email when all conditions are met.

### **3.4. Servicing Agreement**

- 3.4.1. The Servicing Agreement will establish terms including agreement to provide access to the pump and property around the pump; keep undergrowth and structures clear to permit access; consent to repairs and replacement as determined by the District and its Employees; consent to payment; and provide for indemnity and release of the District for provision of historic grinder pump servicing.

# District of West Vancouver

## PROCEDURE

### 3.4.2. Limitations and liability

- a) Property owner will provide safe access/egress for District employees.
- b) District employees maintain the right to refuse unsafe work.

### 3.5. Servicing provided on a cost recovery basis

3.5.1. The Owner shall pay the fees for services as set out in the Sewerage and Drainage Regulation Bylaw No. 5263, 2023.

### 3.6. Termination of service for historic grinder pump

3.6.1. District Historic Grinder Pump Service will only be provided to District Historic Grinder Pumps. The Services will terminate when:

- a) the property no longer meets eligibility requirements;
- b) redevelopment requiring replacement of the historic system takes place;
- c) the use of the property changes requiring replacement of the historic system takes place; or
- d) the District determines that the demand exceeds the Historic Grinder Pump Service Capacity.

## 4. Related Policies or Procedures

- 4.1. Historic Grinder Pumps Policy 0225
- 4.2. Sewerage and Drainage Regulation Bylaw No. 5263, 2023, as amended.

## 5. Approval

<b>Approved by</b>	<input type="checkbox"/> Municipal Manager	<input checked="" type="checkbox"/> Mayor and Council
<b>Approval date</b>	2026/04/01	
<b>Council minutes Document ID</b> (Council Procedures only)	LGDM-711734498-25210	
<b>Council report Document ID</b> (Council Procedures only)	LGDM-711734498-25215	
<b>Signature</b>	<u>[Original signed by Mayor]</u> Mayor	

District of West Vancouver  
**PROCEDURE**

## 6. Additional Information

<b>Category</b>	<input checked="" type="checkbox"/> Council	<input type="checkbox"/> Administrative
<b>Date of last review</b>	2026	

**Appendices:**

**Appendix A** – District Historic Grinder Pump Servicing Agreement

District of West Vancouver  
**PROCEDURE**

**Appendix A: District Historic Grinder Pump Servicing Agreement**

THIS SERVICING AGREEMENT (the “**Agreement**”) is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER,**  
a municipality incorporated under the *Local Government Act*,  
having an address at:

750 17<sup>th</sup> Street  
West Vancouver, BC V7V 3T3  
(the “**District**”)

**AND:**

**REGISTERED OWNER NAME(S),**  
the registered owner(s) of the lands located at:

**STREET ADDRESS**  
West Vancouver, BC POSTAL CODE described below  
(the “**Owner**”)

**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:

Legal Description: \_\_\_\_\_  
(the “**Property**”)

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**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.

# District of West Vancouver

## PROCEDURE

- 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:
  - a) keep vegetation, structures, fencing, debris, snow, ice, and other obstructions clear of the access to the District Historic Grinder Pump System;
  - b) maintain the Property so as not to interfere with the provision of the Services;

# District of West Vancouver

## PROCEDURE

- c) not alter, modify, or tamper with the District Historic Grinder Pump System electrical control panel; and
  - d) 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:
- a) the provision of the Services;
  - b) entry onto the Property;
  - c) 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.

# District of West Vancouver

## PROCEDURE

### 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:
- a) the provision of the Services;
  - b) the condition of the Property;
  - c) 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.

District of West Vancouver  
**PROCEDURE**

**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.

**OWNER:**

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Name:  
Date:

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Name (if joint owner):  
Date:

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**THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER:**

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Authorized Signatory  
Date:

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