

GREENFIELD TOWNSHIP ORDINANCE No. 04/05/2022

AN ORDINANCE OF GREENFIELD TOWNSHIP, LACKAWANNA COUNTY,
PENNSYLVANIA, AMENDING THE TOWNSHIP SEWER USE ORDINANCE OF
GREENFIELD TOWNSHIP, No. 02/02/2021, TO REVISE THAT SECTION
CONCERNING GRINDER PUMPS; OWNERSHIP AND MAINTENANCE; SEWER
SYSTEM CONNECTION PROCEDURE

WHEREAS, The Board of Supervisors of Greenfield Township (the "Township") is empowered to enact Ordinances regarding sewage which it may deem necessary from time to time to effect the purposes herein. The Township is authorized and empowered to take such other actions as are necessary, including, without limitation, mandating property owners assure proper operation and maintenance of sewage facilities within the Township's boundaries, including, without, limitation, sewage grinder pumps and any associated force mains or low-pressure laterals.

WHEREAS, the purpose of this Ordinance Amendment is to further clarify and amend The Greenfield Township Sewer Use Ordinance as to ownership of grinder pumps and procedures for the installation, use and maintenance of sewage grinder pumps and any associated force mains or low pressure laterals. It is hereby further declared that the enactment of the Sewer Use Ordinance and this Amendment is necessary for the protection, benefit and preservation of the health, safety and welfare of the inhabitants of Greenfield Township.

NOW, THEREFORE, be it, and it is hereby ORDAINED by authority of the Board of Supervisors of Greenfield Township, Lackawanna County, Pennsylvania, that the section of the Greenfield Township Sewer Use Ordinance regarding grinder pump ownership and responsibility is Amended as follows:

ARTICLE 1

GRINDER PUMPS; OWNERSHIP AND MAINTENANCE; SEWER SYSTEM
CONNECTION PROCEDURE

Rights, duties and responsibilities of Township Sewer Authority.

1. The Greenfield Township Sewer Authority (GTSA) shall exercise its powers and legal authority set forth herein, and under all applicable statutes, ordinances, and other laws to make effective the purposes of this Ordinance.
2. The Greenfield Township Sewer Authority (GTSA) has no ownership interest in any grinder pump(s) as same are owned by each property owner and all maintenance of grinder pump(s) shall be the sole responsibility of the owner, as of the effective date of this Ordinance.
3. The Greenfield Township Sewer Authority (GTSA) will not be responsible to maintain or service existing grinder pumps as of the effective date of this Ordinance.

4. The Greenfield Township Sewer Authority (GTSA) shall require that all grinder pumps and low-pressure sewer systems (and the installation, use, operation, maintenance, service, repair and replacement thereof) shall comply with the rules and regulations of the Township and the GTSA.
5. The Greenfield Township Sewer Authority (GTSA) shall require that all grinder pumps and low-pressure sewer systems be connected to the Township's sewage collection and conveyance system in full compliance with all applicable rules and regulations of the Township and the GTSA.
6. The Greenfield Township Sewer Authority (GTSA) shall review the type of grinder pump used and ensure that the property owner has provided documentation that full-service capacity is available locally, on short notice, in the event of malfunction, so as to be compatible with system requirements.
7. The Greenfield Township Sewer Authority (GTSA) shall exercise its powers and legal authority set forth herein and under all applicable statutes, ordinances and other laws to effect the purposes of this article.
8. The Greenfield Township Sewer Authority (GTSA) may require that the property owner enter into an agreement with the GTSA as to the operation, maintenance, repair, usage, service and replacement of the owners grinder pump and associated facilities. If any such agreement is required by the GTSA, the property owner may not install, activate, use or operate a grinder pump until and unless the property owner has executed such an agreement on terms as are reasonably required by the GTSA.
9. All grinder pumps and low-pressure sewer systems (and the installation, use, operation, maintenance, service, repair and replacement thereof) shall comply with the rules and regulations of the GTSA.
10. All grinder pumps and low-pressure sewer systems shall be connected to the sewage collection and conveyance system in full compliance with the applicable rules and regulations of the Township and the GTSA.
11. The Greenfield Township Sewer Authority shall maintain control over the type of grinder pumps used and assure that full-service capability is available locally on short notice.
12. The Greenfield Township Sewer Authority shall bear no responsibility whatsoever for the purchase, installation, use, operation, maintenance, service, repair or replacement of the grinder pump and/or its low-pressure force main or lateral, or any of their component parts, except as otherwise set forth herein.

Duties and responsibilities of others.

1. Each property owner served by a grinder pump shall bear full ownership and responsibility for providing, installing, using, operating, maintaining, servicing, repairing and replacing his or her grinder pump and/or its low-pressure force main or lateral, unless otherwise set forth herein.

2. Each property owner served by a grinder pump shall have full responsibility for using the pump consistent with the manufacturer's instructions and shall avoid introducing into the sewerage system materials that may damage the impellers on the pump, including, without limitation, items designated as biodegradable in septic tanks.
3. Each property owner served by a grinder pump shall close the sewage system and cease operations during any period when the grinder pump and/or low-pressure system serving a property is inoperable for more than three days.
4. Where the low-pressure force main or lateral is shared between property owners, they shall submit to the Greenfield Township Sewer Authority and the Greenfield Township Sewage Enforcement Officer (SEO) a declaration of easement, covenants and restrictions in recordable form setting forth the agreement of each benefited property owner with respect to the installation, use, operation, maintenance, service, repair and replacement of the lowpressure system, which agreement shall bind all future property owners. Following the approval of the low-pressure system by all applicable governmental entities, the Township will not issue a permit for its installation until evidence is presented that such agreement has been recorded in the office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania.
5. Full maintenance and ownership of a new sewage grinder pump shall immediately be the responsibility of the property owner.
6. The owner of the property to be connected to the municipal sewer system shall be required to purchase the grinder pump and necessary appurtenances for the connection of the property to the municipal sewer system and shall assume all ownership thereof.
7. The property owner shall be solely responsible for obtaining all necessary permits to connect said property to the municipal sewer system.
8. Grinder pump installation, inspection, and payment.
 - a) The owner of the property being connected to the municipal sewer system shall be solely responsible for all costs and expenses for the installation and testing of said household sewage grinder pump and the restoration of the property.
 - b) The grinder pump shall be installed in accordance with standard specifications prepared by the GTSA Engineer.
 - c) Each property owner shall, at his/her own expense, contract with either the Greenfield Township Sewer Authority (GTSA), a plumber or a private, independent contractor who has specialized training by the manufacturer of the original equipment to service the grinder pump and all of its appurtenances. Property owner shall annually renew and provide a copy of this maintenance contract to the GTSA for the life of the grinder pump. GTSA staff or assigned representative shall inspect all installations.

- d) The GTSA Engineer or his designee shall inspect and approve the installation of said household sewage grinder pump in accordance with the GTSA standard specification.
- e) The property owner shall pay an escrow to the GTSA all expenses in reviewing and approving the plans and construction. In the event that the escrow is depleted and the balance is not paid within 30 days of billing by the GTSA, the escrow balance shall be added to the next sewer installment bill and shall be billed to the property (Yvvrer as part of the sewer bill.
- f) In the event that any work or inspections are conducted, and report is generated from each inspection, the property owner shall provide the GTSA a copy of the inspection report, signed by the contractor. The inspection report shall certify that the grinder pump is operational, indicate resolution of any deficiencies noted in the contractor's inspection, as well as any service or alarm calls which occurred in the period between inspections. Should property owner wish to make a revision or modification to the grinder pump, property owner is responsible for obtaining any required permits from the Township and GTSA prior to modification or revision as well as providing an amended and revised drawing detailing the revision or modification to the GTSA. All costs associated with inspections, modifications and amendments ofand to the grinder pump shall be borne solely by the property owner.
- g) If a property owner or his or her agent is having operational difficulty with its grinder pump, the owner may contact the GTSA (570-222-4889) for repair service. GTSA has replacement pumps as well as trained staff competent to perform repairs on the existing E-One grinder pump. The owner will be billed for service fees and costs regarding same and no work will commence unless the service fee and costs are paid prior thereto.

ARTICLE 11

RESPONSIBILITY FOR CONTROL ALARM PANEL

CONTROL/ALARM PANEL: Each Grinder Pump Station shall include a NEMA 4X, UL listed panel suitable for wall or pole mounting. Each control/alarm panel shall include a complete alarm circuit, having a visual and audible alarm device. The visual alarm shall be a red fluted lens mounted to the top of the panel in such a manner as to maintain rain proof integrity. The audio device shall be capable of being de-activated by means of a silence switch mounted on the exterior of the panel. The alarm device shall indicate, as a minimum, high and low-level conditions in the basin. Circuit breakers, capacitors, and all components necessary to accomplish proper pump operation may be installed either in the control panel or in the basin. The property owner is solely responsible for all costs associated with service by GTSA on the Control/Alarm Panel and shall bear all cost in the event of the need for replacement.

ARTICLE 111

PROPERTY OWNER'S DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND.

The property owner shall be obligated to indemnify, hold harmless and defend the Township and the Greenfield Township Sewer Authority and all officers, public officials, solicitors, engineers, employees and agents of the Authority or Township from any claims, suits, fines, remedial expenses, damages, legal expenses or judgments indirectly and directly related to the grinder pump and associated facilities, or to the design, construction, operation, maintenance, repair or replacement of the grinder pump or any associated facilities. The property owner shall reimburse the Township and Authority for any expenses it may incur, including legal fees, engineering fees and expert witness fees.

In the event the property owner shall fail to pay the costs, legal fees, other expenses, damages or judgment as herein provided, the Township and Authority shall have the right to recover such sums by all legal means, including by placing a municipal lien on the property. The Township and the GTSA and any person or entity entitled to a defense or indemnity under this article shall also be entitled to collect from property owner all costs and expenses (including all attorney's fees and other litigation costs) incurred in taking any action to enforce the property owner's duty to defend or duty to reimburse costs or duty to hold harmless. The indemnity, defense and hold harmless obligations of the property owner under this article shall include and extend to all loss, injury or damage even if such is attributable in part, but not exclusively to, the fault, failure or negligence of the GTSA or the Township or any officer, public official, solicitor, engineer, agents or employees of either the GTSA or the Township. The indemnity, defense and hold harmless obligations of property owner under this agreement apply to, and include, claims made by, and injuries to, employees of property owner.

ARTICLE IV

REIMBURSEMENT OF COSTS.

In the event the GTSA performs the property owner's obligations as outlined in this Ordinance or any agreements resulting here from, the GTSA shall charge the property owner the cost incurred by the GTSA, pursuant with the most recent schedule of rates and fees, to perform the property owner's obligations and property owner shall reimburse the GTSA for all such costs. The GTSA shall also collect an administrative fee from the property owner in the amount of 15% of the actual total costs of materials/parts, etc.

ARTICLE V

REMEDIES OF TOWNSHIP and GREENFIELD TOWNSHIP SEWER AUTHORITY.

In the event of property owner's failure to perform under or comply with this Ordinance or any agreements resulting here from, the Township and/or GTSA shall have the right to pursue whatever legal or equitable remedy it deems appropriate, including, but not limited to, an action for specific performance against the property owner and filing a lien against the property.

ARTICLE VI

ABATEMENT OF NUISANCES.

In addition to any other remedies provided in this Ordinance, any violation of the Duties and Responsibilities of Others and Reimbursement of Costs contained herein shall constitute a nuisance and shall be abated by the Township and/or GTSA by seeking mitigation of the nuisance or other appropriate equitable or legal relief from a court of competent jurisdiction.

ARTICLE VII

RULES AND REGULATIONS To BE IN ACCORDANCE WITH APPLICABLE LAW.

All such rules and regulations adopted by the Township and GTSA to effectuate this Ordinance shall be in conformity with the provisions herein, all other ordinances of the Township and/or GTSA, and all applicable laws, and applicable rules and regulations of administrative agencies of the Commonwealth of Pennsylvania

Repealer. All ordinances or parts of ordinances that are inconsistent herewith are hereby repealed.

ARTICLE VIII

Severability. If any section, paragraph, sub-section, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance Amendment or the Ordinance as a whole or any part thereof other than the portion specifically declared invalid.

ARTICLE IX

Effective Date. This Ordinance shall become effective upon enactment hereof.

ORDAINED AND ENACTED by the Supervisors of the Township of Greenfield, Lackawanna County, Pennsylvania, in public session assembled, thisday of April, 2022.

GREENFIELD TOWNSHIP OF
Lackawanna County, Pennsylvania

Attest:

Township Secretary

By:

Chairperson
Board of Supervisors

Supervisor

Supervisor