

Sump Pump Connection Policy

Purpose

The purpose of this policy is to provide guidance on property owners' and the County's responsibilities for the maintenance and construction of connections from private sump pumps to the County's public storm water management system.

Background

When most of Arlington County was developed, standards for drainage infrastructure were relatively lax compared to today's requirements. As a result, there are gaps in the public storm water system where previous developers were not required to construct storm sewers. It is common for there to be no collection system other than curb and gutter for a block or more.

As a result of these gaps, many property owners do not have an appropriate place for their sump pump to discharge. Inappropriate water discharge, together with increased impervious areas caused by redevelopment, can result in significant safety and quality of life issues, such as ice on sidewalks and in the street and water ponding on private property.

DES has, however, initiated multiple types of neighborhood drainage projects in an attempt to address the issue:

- Construction of sump pump underdrains
- Local storm sewer system analysis, design and construction
- Retrofits of existing systems with additional inlets

The requirements in this policy will further assist property owners and the County in avoiding the hazards of inappropriate sump pump drainage.

Construction and Maintenance of Sump Pump Systems

The discharge from a new or existing sump pump must not create a safety hazard or a nuisance in the public right of way. See Arlington County Code § 17-6. Obstructing or Littering Streets and Other Public Places.

If a sump pump creates a hazard or a nuisance in the public right of way, the property owner should reroute the sump pump discharge to a location that meets applicable ordinances and construction standards and does not create a hazard or a nuisance.

The most effective means of ensuring that a sump pump system does not create a hazard or a nuisance is to connect the sump pump system to the public storm drainage system

whenever a public storm drainage system is available, either in a storm drainage easement on the property or in the public right of way adjacent to the property.¹

The property owner owns and is responsible for the maintenance of connections from a private sump pump or other private storm water drainage system to the public storm sewer system, unless a written agreement with the County specifically provides otherwise.

Without legal obligation and authority, the County will not enter private property to repair a drainage facility; nor will the County repair a privately owned drainage system in the public right of way.

For details on the maintenance of connections to the public storm water system, see Arlington County Construction Standards and Specifications, Section 02505 Storm Sewers and Appurtenances, 3.5 Private Connections.

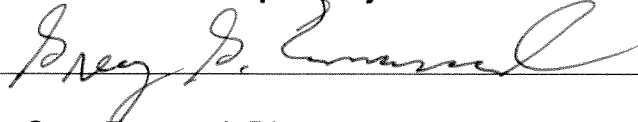
New Storm Sewer Connections as Part of DES Projects

DES may determine that a new County storm sewer / underdrain project is justified to address safety issues in the public right of way that are caused by private sump pump systems.

Maintenance of new storm sewers or underdrains built in the public right of way or in a storm drainage easement is the responsibility of DES. But ownership and maintenance of discharge lines and connections from private sump pump systems, surface drains and underdrains to the new public system are, as detailed above, the responsibility of the individual property owner.

When a new connection is built as part of a DES project, the property owner's obligations are specified in a recorded document that memorializes the agreement of the parties and puts subsequent purchasers of the property on notice of the agreement. (See sample agreement attached as Exhibit A.)

DES Sump Connection Pump Policy

Approved:  15 Apr 16
Greg Emanuel, Director Date
Department of Environmental Services

¹ Note that sump pumps should not be tied to stormwater discharge lines before tying into the storm sewer unless the stormwater has been filtered to remove solids.

Sump Pump Connection Policy

The following pictures illustrate some of the types of drainage issues that this policy addresses:



Ice from a sump pump discharging near a property line.



Accumulated ice in the gutter

Attachment A

PREPARED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Bureau Chief
Department of Environmental Services
Arlington County Government
2100 Clarendon Boulevard, Suite 800
Arlington, Virginia 22201

Exempt from Recordation Tax
Per Virginia Code § 58.1-811.A.3

**DEED OF TEMPORARY CONSTRUCTION EASEMENT AND STORM SEWER
LATERAL CONNECTION FACILITIES MAINTENANCE AGREEMENT**

This DEED OF TEMPORARY CONSTRUCTION EASEMENT AND STORM SEWER LATERAL CONNECTION FACILITIES MAINTENANCE AGREEMENT ("Deed") is made this _____ day of _____ 20____ by _____ and _____ ("Grantors"), and THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic ("Grantee"). As used in this Deed, the Term "Grantor" includes the named Grantor's successors in title and interest.

WITNESS:

THAT FOR AND IN CONSIDERATION OF the sum of One Dollar (\$1.00), the mutual benefits to be derived by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto the Grantee a temporary easement (the "Temporary Easement") to construct storm sewer lateral connection facilities as hereinafter described ("Improvements"), on a portion of Grantor's property more specifically described as that portion of the Grantor's property containing approximately _____ square feet of land (the "Temporary Easement Area") situated in Arlington County, Virginia, as shown on the plans attached hereto and made a part hereof, entitled "Partial Plan View of Temporary Construction Easement Plan, _____", which plans are dated _____ (the "Plans"). The Temporary Easement Area is a portion of the property acquired by the Grantor by deed dated _____ and recorded among the Land Records of Arlington County, Virginia in Deed Book _____ at Page _____, and more particularly described as:

[INSERT PROPERTY LEGAL DESCRIPTION] ("Property")

Reference is hereby made to the Plans attached hereto and incorporated herein for a more full and complete description of the Temporary Easement Area of the Temporary Easement hereby conveyed.

Grantee shall have the right to use the Temporary Easement Area for the purposes of constructing within the Easement Area the Improvements, which may consist of PVC lateral pipe, a PVC cleanout, a PVC connection wye, a PVC cap, and accessories and appurtenances thereto, and for such purposes as are incidental and related thereto (the "Project"), as shown

Project: _____ (the "Project")
RPC: _____
Address: _____ VI

on the Plans, a copy of which Plans are on file in the Arlington County Department of Environmental Services.

Grantee and its agents shall have full and free use of the Temporary Easement for the purposes named, and shall have all rights and privileges reasonably necessary to exercise the use of the Temporary Easement, including the right of access over the Property to and from the Temporary Easement Area.

The Improvements shall become the property of the Grantor upon the Project construction completion date ("Completion Date"), as noted in the Engineering Bureau's Project files, as filed with the Department of Environmental Services. Thereafter, Grantor agrees, for Grantor and Grantor's successors in title and interest, to maintain, at all times, and at the Grantor's sole cost and expense: i) the Improvements constructed within the Temporary Easement Area, as shown on the Plans; and ii) the lateral storm water line from the Improvements on the Grantor's property to its connection to the Grantee's storm water main or line, which may be located within a County easement or the County right-of-way ("Lateral").

After the Completion Date, the Grantor and Grantor's successors in title and interest shall maintain the Improvements and the Lateral. All maintenance shall also be performed in accordance with the then applicable County standards and specifications (the "Standards"), and all laws, ordinances, codes and regulations. If, in the County's sole opinion, the Improvements and/or Lateral are not being so maintained, or if, in the County's sole opinion, the Improvements and/or Lateral are a threat to the health, safety or welfare of the public, then the County shall give the Grantor or Grantor's successors in title not less than thirty (30) days prior written notice (to the Property owner(s)' mailing address, as stated in the records of the County Department of Real Estate Assessments records) to bring the Improvements and/or Lateral into compliance with the Standards, laws, ordinances, codes and regulations, or to otherwise remove the threat to the health, safety and welfare of the public.

If the Improvements and/or Lateral are not brought into compliance with the Standards, laws, ordinances, codes and regulations, to the County's reasonable satisfaction, within a reasonable time, as reasonably determined by the County, after the date of such notice, then the Grantor hereby grants to the County the right to enter the Temporary Easement Area to perform the work necessary to bring the Improvements into compliance. After written notice from the County to the owner(s) of the Property to the mailing address stated in the County Department of Real Estate Assessments records, the Grantor, or Grantor's successors in title and interest, shall be liable for, and charged with, the cost and expenses of such work performed by, or on behalf of, the County, including all costs and expenses, and reasonable attorneys' fees, incurred by the County to collect such costs and expenses owed to the County and to enforce the maintenance obligations of the Grantor, or Grantor's successors in title and interest, to maintain the Improvements and/or the Lateral.

The Grantor's obligations under this Deed shall run with the land and be binding upon the Grantor and Grantor's successors in title and interest.

Grantor covenants that Grantor is seized of and has the right to convey to the Grantee the Temporary Easement, and that Grantor shall make no use of the Temporary Easement

area which is inconsistent with the Temporary Easement and associated rights hereby conveyed.

The Temporary Easement created by this Deed shall begin upon the date of acceptance of this Deed by the Grantee. The Temporary Easement shall expire upon the Transfer Date, or on an earlier date if Grantor, or Grantor's successors in title, is so notified in writing by Grantee, provided however that: a) the obligation to maintain the Improvements and Lateral shall continue after the Completion Date, and shall not expire, but shall run with the land as provided herein; and b) the County's right to enter the Temporary Easement Area to perform the work necessary to bring the Improvements and/or Lateral into compliance shall not expire, but shall continue notwithstanding anything herein to the contrary.

Grantee agrees that, as soon as practicable after the completion of construction of the Improvements within the Temporary Easement Area, the Grantee will, at no cost to the Grantor: (1) restore the disturbed area on and adjacent to the Temporary Easement Area as nearly as practicable to its original condition; (2) reseed (or resod, at the sole option of the Grantee) all damaged grass areas within the Temporary Easement Area; (3) reset (or replace with new nursery stock, at the sole option of Grantee), all existing trees within the Temporary Easement Area that are affected by the construction of the Improvements within the Temporary Easement Area; and (4) guarantee any new nursery stock trees for one year against damage from the date of planting.

This Deed incorporates all agreements between the parties hereto and shall be binding upon the Grantor, and Grantor's successors in title and interest. No representations or statements have been made which would modify, add to or change the terms of this Deed.

This Deed is contingent upon, and shall not be effective until, it is accepted on behalf of the County Board of Arlington, Virginia.

This Deed shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

WITNESS the following signature(s):

[Signatures appear on the following page(s)]

GRANTOR:

State: _____

County: _____

The foregoing instrument was acknowledged before me on this ____ day of _____
20 ____ by _____ Grantor.

Notary Public: _____

My Commission expires: _____

My Registration No.: _____

GRANTOR:

State: _____

County: _____

The foregoing instrument was acknowledged before me on this ____ day of _____
20__, by _____, Grantor.

Notary Public: _____

My Commission expires: _____

My Registration No.: _____

Project: _____ (the "Project")

RPC: _____

Address: _____ VI

GRANTEE:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Accepted this _____ day of _____, 20__, on behalf of the County Board of Arlington County, Virginia, as authorized by Virginia Code § 15.2-726(B).

By: -----
County Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me by _____, on behalf of THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA, a body corporate and politic, this _____ day of _____, 20__

Notary Public: _____
My Commission expires: _____
My Registration No.: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

Project: _____ (the "Project")
RPC: _____
Address: _____ VI