



**SANITARY
BACKFLOW
PREVENTION
PROGRAM**

PROGRAM INTRODUCTION

The City of Geneva developed this reimbursement program to assist property owners that have experienced at least one sewer backup event, involving sewage from the sanitary sewer system, with the installation of a backflow prevention system. The City of Geneva has two separate piping systems: a sewer system that carries sanitary sewage and storm sewer system that carries storm water. The sanitary sewer system has more than adequate capacity to convey sanitary flow. However, during intense rains, storm water can enter the sanitary sewer system, through private and public storm water sources, and sometimes cause a sanitary sewer to backup through house laterals into basements where there is no backflow prevention. The Geneva City Code prohibits the discharge of storm water into sanitary sewers. Therefore, as a condition to participate in the program, sources of storm water such as foundation drains and sump pumps must be disconnected from the City's sanitary sewer system.

Participation in this program is based on a first come first served basis and contingent upon budgetary authority, and budget fund availability.

PROGRAM DESCRIPTION

Eligible Properties

Single family residential and single family attached residential homes, located within the corporate limits of the City of Geneva, that are connected to the City's sanitary sewer system are eligible for participation in this Backflow Prevention Program with the following conditions:

- The property owner and all tenants must be in good standing with the City of Geneva with regards to outstanding debt owed to the City (utility billing, parking tickets, fines/fees owed to the City, etc.); and
- The subject property must have experienced at least one backflow event from the sanitary sewer system involving sanitary sewage.

Eligible Improvements

Option 1: External or Internal Backwater Valve

A backwater valve installed in a clean out on the outgoing sewer lateral is eligible. Two clean outs are required: 1) to accommodate the backwater valve and 2) to provide access for rodding the sewer service on either side of the backwater valve. This option requires regular maintenance to insure the flap on the check valve closes tightly to prevent backflow.

Cautionary Note: *Backwater valves installed in sewer lines may become clogged with debris and fail to completely close. When this happens, the valve may not stop the sewage. For this reason, a backwater valve should not be exclusively depended upon, and the backwater valve should always remain accessible for service and repair. Please be advised that when a backwater valve is*

installed in a house sewer, the house plumbing should not be used during a storm event to prevent basement flooding when the backwater valve is closed.

Reimbursement Amount: The City of Geneva will reimburse 100% of eligible costs up to a maximum of \$5,000.

Option 2: Overhead Sewer

Modifying the basement plumbing to an overhead sewer can protect the basement from backflows. Essentially the plumbing in the basement gets re-plumbed and directed to an ejector pit. The ejector pit lifts the sewage up and overhead, then down to about mid-height of the basement wall, where it exits the foundation wall to the outside of the building. Once outside, it is reconnected to the house lateral line and then to the City's sanitary sewer. If the City's sanitary sewer surcharges, the homeowner is protected as the sewage is contained in the house lateral outside of the house. This option provides the highest level of protection of all eligible options.

In certain instances, conversion of basement plumbing to an overhead sewer system is not practical. An alternative to the overhead sewer is a *modified overhead sewer* that connects all of the lower level plumbing fixtures to an ejector pit. However, instead of raising the outgoing sewer pipe through the foundation, the ejector pit pumps directly into the gravity pipe (soil stack). This also provides a high level of protection without penetrating the foundation wall or excavating outside the building.

Cautionary Note: A modified overhead system may result in the main drain pipe (beneath the basement floor) to become pressurized and cause sewage to enter the basement through cracks and leaking joints in the pipe and basement floor.

For both the overhead sewer and modified overhead sewer options, plumbing fixtures on the above grade levels may be used during a storm event, however, the lower level (basement) fixtures should not be used during a power outage.

Reimbursement Amount: The City of Geneva will reimburse 100% of eligible costs up to \$10,000. Eligible costs in excess of \$10,000 but not exceeding \$15,000 may be reimbursed at 50% with a total maximum reimbursement not to exceed \$12,500.

Disconnection of all Storm Water Sources

In order to qualify for this program, **ALL** sources of storm water (roof drains/downspouts, foundation drains, sump pumps, etc.) must be disconnected from the City's sanitary sewer system. The homeowner/plumbing contractor must televise the house lateral in the presence of the City's Plumbing Inspector to determine if foundation drains exist and if the lateral sewer needs to be lined to eliminate ground water infiltration. Costs associated with disconnecting these sources may be eligible for reimbursement in conjunction with the installation of the preferred sanitary sewer backflow device. Reimbursement for lateral sewer lining is available through a separate program.

Eligible Costs

Eligible costs are as follows:

- Cost of location, excavation and exposure of the house lateral sewer line and connection of the new backflow prevention system to the existing lateral.
- Cost of backwater valves and related materials for External or Internal Backwater Valve (Option 1).
- Cost of new ejector pit, pump, and associated electrical plumbing work needed to lift sanitary drainage from basement plumbing fixtures to an overhead sewer – including modified overhead sewer.
- Cost of trenching and concrete floor repairs.
- Footing tile separation is eligible for reimbursement under the Footing Tile Separation Program.
- Removal and replacement of interior walls and finishes. Replacements are reimbursed for comparable items only. No upgrades are permitted.
- Cost of grass seeding to restore disrupted grass/lawns.
- Televising of house lateral sewer.

The following costs are ineligible for reimbursement:

- Use of materials not meeting the requirements of the City of Geneva Code.
- Planting or replacement of new or existing landscaping (bushes, trees, sod, plants, etc.) or hardscape (fences, walls, etc.).
- New electrical panels and/or upgrading the house electrical supply.

General Requirements

1. All work performed under this program shall meet all applicable requirements of the Building Codes of the City of Geneva, but not limited to, the Illinois Plumbing Code, National Electric Code and the International Building Code.
2. Any/all pumps must be connected to a dedicated electrical circuit.
3. All plumbing and electrical work must be performed by licensed and bonded contractors. Contractors will be required to provide a current copy of their State of Illinois License.
4. Reimbursement through this Program is limited to one time per property address.

NO WARRANTY OR GUARANTEE

The City's agreement as set forth in this policy is not and shall not constitute a warranty, promise or guarantee by the City regarding the workmanship, materials, methods, installation or liability to the property owner or contractor resulting from the installation of the backflow system. Furthermore, the City of Geneva does not promise or guarantee that the backflow system described herein will stop the backflow of sanitary sewage. It is merely an agreement by the City to reimburse

a set amount for backflow prevention systems in an effort to provide sanitary sewage backflow relief to eligible property owners. Each eligible property owner, in conjunction with any advisor the property owner trusts, must reach an independent judgment as whether or not to install backflow protection and not rely on the City's reimbursement agreement as a basis for concluding that the chosen system will be effective.

City of Geneva
Sanitary Backflow Prevention Program
How to Apply

1. Contact the Water & Wastewater Division at 630-232-1551 to schedule a preliminary inspection to ensure the property is eligible.
2. After being deemed eligible:
 - a. Solicit a plumbing contractor of your choice to televise the sanitary lateral sewer.
 - b. Schedule the televising of the sanitary lateral sewer by the plumber with the City Plumbing Inspector at 630-262-0280.
 - c. Solicit a plumbing contractor of your choice to obtain a proposal for the backflow device of your choice. See First Inspection's Plumbing Requirements Form (Exhibit B). Submit plumber's proposal to:

By mail: **Sanitary Backflow Prevention Program**
 1800 South Street
 Geneva, IL 60134

By email: bvangyseghem@geneva.il.us

- d. After a review of the proposal by City staff, a second proposal may be required. Once acceptance of the proposal is given, property owner or plumber will apply for a Permit with the Building Division (Exhibit C).
 - e. Property owner must complete the General Information Form (Exhibit D) and the Participation Agreement (Exhibit E). Both forms should be sent to the same address as listed above.
3. After the work has been inspected and approved, the property owner will pay the full amount to the contractor(s), then submit the following to the Public Works Department for reimbursement:
 - a. Completed Request for Reimbursement Form (Exhibit F).
 - b. Copy of paid & itemized invoice from the contractor(s) that performed the work.
 - c. Copy of a cancelled check (both sides), and/or a copy of a credit card receipt, indicating that the property owner has paid all contractor(s) as proof of payment.
4. Property owners will receive reimbursement approximately 3-4 weeks after all of the required paperwork is submitted, and approved, by the City. Notification will be made when the reimbursement check is ready to be picked up. A Release (Exhibit G) must be signed and notarized by the property owner prior to receiving the reimbursement check.

First Inspection Services, Inc.

923 First St.

Batavia, IL 60510

Phone: 630-879-6145

Plumbing Requirements for Overhead Sewer Conversion from Gravity System

- New sewer installation into residence to be installed with full size exterior yard clean-out.
- 30" Ejector pit, 2" vent, 2" discharge piping to terminate into 4" sanitary
- A system with a check valve, with overflow into ejector pit is Not approved
- All lower level openings in existing gravity system to be capped with approved fittings
- Expandable test plugs and rubber test caps are not approved fittings
- No dead ends in existing drainage system per 2004 Illinois Plumbing Code Section 890.1320 d)
- Fixtures draining into ejector pit must be properly trapped and vented
- Non vented fixtures will not be approved
- All pipe, fittings, connections to be exposed at time of inspection
- Existing under slab sanitary to City main may be required to be video camera inspected and witnessed on site by Plumbing Inspector prior to job start in order to verify potential storm water connection.
- Any storm water gravity connection or pump connection to be permanently disconnected from sanitary system

Modified Overhead Sewer

- Existing under floor sanitary, if utilized, to be water tested to a 5' head from main 4" cleanout. Stack tests to be performed prior to commencement of reworking the sanitary piping. An approved stack tests eliminates any possibility of leakage in a back pressure system.
- Existing under slab sanitary to City main to be video camera inspected and witnessed on site by Plumbing Inspector prior to job start in order to verify potential storm water connection.



CITY OF GENEVA
BUILDING DEPARTMENT
109 JAMES STREET
GENEVA, IL 60134
630/262.0280
pdf@geneva.il.us

For Office Use Only

PERMIT NUMBER _____

BIN NUMBER _____

APPLICATION FOR PERMIT

PROJECT ADDRESS

APPLICANT

Check here if applicant is property owner

Name _____

Address _____
City State Zip

Email _____ Phone _____

PROPERTY OWNER

Name _____

Address _____
City State Zip

Email _____ Phone _____

CONTRACTOR

Name _____

Address _____
City State Zip

Email _____ Phone _____

Roofing License _____ Plumbing License _____

BUILDING TYPE

- Residential
- Commercial
- Other

TYPE OF WORK - GENERAL

- Change of Tenant
- Remodel
- New construction
- Addition
- Demolition
- Other

TYPE OF WORK - SPECIFIC (Check all that apply)

- Driveway/Parking
- Sidewalk
- Basement/Attic
- Kitchen/Bath
- Replace Windows
- Roof/Siding
- Sign/Awning
- Irrigation System
- Fence
- Patio
- Shed
- Deck
- Electric
- Plumbing
- HVAC
- Other

DESCRIPTION OF WORK

Applications will not be accepted without supporting documentation, attach additional sheets and submit plans/drawings, plat of survey, etc. as needed to illustrate proposed work

HISTORIC PRESERVATION

Is subject property located in the Historic District or a Historic Landmark? Historic Preservation Commission review is required for exterior improvements.

Yes No

ZONING

What zoning district is the property located in? _____

Is the use permitted at this location? Yes No

Is a variance needed? Yes No

PROJECT COST

What is the estimated project cost? _____

I HEREBY CERTIFY THAT I AM THE OWNER OF RECORD OR THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD; THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AND TO SCHEDULE ALL NECESSARY INSPECTIONS AS AN AGENT, AND THAT I AGREE TO CONFORM TO ALL APPLICABLE CODES, LAWS, AND ORDINANCES OF THE CITY OF GENEVA.

Signature _____

Date _____

For Office Use Only

FEEES

ROUTING

Building Permit Fee _____
 Fire Department Fee _____
 Plumbing Fee _____
 Public Works Fee _____
 Tree Preservation Fee _____

Engineering _____
 Fire _____
 Electric _____
 City Engineer _____

Historic Preservation _____
 Tree Preservation Review _____
 Planning/Zoning _____
 First Inspection Services _____

TOTAL FEES _____

City of Geneva
Backflow Prevention Program
General Information

Name: _____

Address: _____

Phone: (Home) _____ (Cell) _____

Email Address: _____

Date you moved into this home: Month _____ Year _____

1. Have you experienced backflow into the home of the subject property from the sanitary sewer system involving sanitary sewage?

YES _____ NO _____

Date of last backflow event: _____

2. Does your home have a sump pump? YES _____ NO _____

3. Please check all the plumbing fixtures that are present in the basement of your home:

Floor Drain _____ Shower or Tub _____ Lavatory _____ Ejector Pump _____

Laundry Sink/Wash Basin _____ Toilet _____ Other _____

Property Owner Certification

I, _____, am the owner of the subject property and I certify that all of the information contained on the General Information Form is true and accurate. Providing inaccurate information may result in a property being deemed ineligible for participation in the Program, and subjects the owner to repayment of any reimbursement received.

Signature

Date

**SANITARY BACKFLOW PREVENTION PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT made on this ____ day of _____, 20__, between the **CITY OF GENEVA, an Illinois municipal corporation**, 22 S. First Street, Geneva, Illinois (hereinafter referred to as “City”) and _____ and _____ (Property Owner(s)) at _____ (address) in Geneva, Illinois (hereinafter referred to collectively as “Property Owner”).

WITNESSETH:

WHEREAS, Property Owner is the owner of the real property located at the address indicated above and such real property has been the subject of basement flooding, including backup from the City’s sanitary sewer system; and

WHEREAS, the City Council enacted Ordinance 2020-24 relating to a program to provide assistance to Property Owner of certain basic costs of upgrading their plumbing in order to minimize sewage backflow, a copy of said program is available at the City (hereinafter referred to as the “Program”); and

WHEREAS, the Property Owner desires to participate in said Program and the City and the Property Owner desires to enter into this Agreement governing the installation of plumbing improvements in the Property Owner’s real property and the City’s reimbursement of certain expenses relating thereto in accordance with the Program.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: The preamble paragraphs set forth above are hereby expressly made a part of and operative provisions of the Agreement as fully as if set forth at length in this Section 1.

Section 2: Definitions. The following terms shall have the following meaning when used in this Agreement unless the context clearly indicates a contrary meaning.

“Contractor” shall mean a contractor who has obtained the necessary licenses from the State of Illinois and permits from the City to do the work under the Program.

“Program” is the assistance program established by Ordinance 2020-24 providing for the reimbursement of certain expenditures related to plumbing improvements to help prevent sewage backup within the City.

“Proposal” shall mean a detailed, written bid for equipment, material and labor. Quantities shall be itemized.

“Guide Specifications” are the specifications and requirements for the plumbing work developed by the City.

“Permit” is the City permit which Property Owner must obtain before any improvements may be installed by a Contractor.

Section 3: City Approval. Prior to the installation of any plumbing facilities for which Property Owner is seeking reimbursement hereunder, the specific plans, including the Proposal, shall be submitted to the City for approval. No work shall be commenced until such City approval is obtained. If any such work is commenced without issuance of all applicable permits, Property Owner may not be eligible for reimbursement until such time as all permits are issued and appropriate final inspections completed and approved.

Section 4: City Installation. Property Owner agrees to install the approved plumbing facilities in accordance with the Program. Installation shall be performed according to the Guide Specifications. The time may be extended upon written request by Property Owner and written permission by the City if the work is delayed because of weather, unavailability of a Contractor or other factor beyond Property Owner’s control where Property Owner has exercised reasonable diligence to timely complete the installation of the facilities.

Section 5: Contract for Work. The contract for installation shall be signed based on the Proposal attached hereto and hereby made a part hereof. The contract for the installation shall be a contract between the Contractor and the Property Owner. The City shall not be a party to such contract and shall not be considered a third-party beneficiary to it.

Section 6: Permit Required. The installation of the plumbing and electric facilities will require a permit issued by the City.

Section 7: Inspections. The City must be notified so that it can inspect the plumbing and electric work as required in the Program Procedures.

Section 8: Reimbursement Items. The City will reimburse the items listed in the reimbursement guidelines included in the summary of the Program. In no event shall the amount of reimbursement exceed the Program's designated reimbursement amounts.

Section 9: Payment of Reimbursement. Reimbursement of eligible items at approved amounts will be made when all work is completed, inspected and approved by the City. To receive reimbursement, Property Owner must follow all requirements of this Participation Agreement and submit a signed claim on the Request for Reimbursement Form and Release at Exhibit "A" attached hereto.

Section 10: Property Owner's Responsibility. Once the plumbing work is completed, the following items are the responsibility of the Property Owner:

- (a) Restoration or replacement of shrubbery.
- (b) Correction of subsidence in the excavated area. Settling of excavated soils is common. The Property Owner will be responsible for any future filling and reseeded.
- (c) Future maintenance of ejector pump, backflow valve, overhead sewer, associated electrical equipment and all other related equipment and improvements. Like all equipment, this equipment and related items may require checking, service or repair in the future. The Property Owner is responsible for this future maintenance.

Section 11: Liability. The City shall have no liability for any defective work or other damage, injury or loss on account of any act or omission of the Contractor in the performance of the work. The Property Owner must make any claim for such matters directly against the Contractor or Contractor's insurance carrier. Property Owner hereby agrees to indemnify and hold City harmless against any and all claims and further covenants not to sue the City for any and all claims. The provisions of this Section 11 shall survive the term of this Agreement and shall not expire with the payment of any reimbursement by the City to the Property Owner.

Section 12: Disclaimer. The Program is designed to reduce the risk of basement backups. However, there is always some risk of basement backup as a result of unexpected sewer collapse, obstruction, power failure, extreme environmental conditions or other unforeseen factors. Proper operation of foundation drains is necessary to prevent seepage of ground water through walls below grade. Existing foundation drains will not be tested for proper operation in the Program – the Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

In addition, reliable continuous functioning of Property Owner’s sump/ejector pump(s) is necessary for overhead sewers, backflow prevention valves and foundation drains to function properly. The Property Owner has the responsibility to check the operation of the pumps regularly. The Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

It is further recommended that the Property Owner install a battery backup system to provide protection in the event of power failure.

Section 13: Notices. Unless otherwise notified in writing, all notices, requests and demands shall be made in writing and shall be personally delivered to, or mailed by United States Certified mail, postage prepaid and return receipt requested, or electronically (email) as follow:

For the City: Superintendent of Water & Wastewater
 City of Geneva Public Works
 1800 South Street
 Geneva, Illinois 60134
 (Email): bvangyseghem@geneva.il.us

For the Property Owner:
Name: _____
Address: _____

Phone: _____
Email: _____

Or at such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

Section 14: Disconnection of Storm Water Sources. Property Owner must disconnect any/all storm water sources from the sanitary sewer system and must take all corrective action necessary to prevent the discharge of roof, sump pump, foundation, and other drainage into the sanitary sewer system. The Property Owner, by executing the Participation Agreement, certifies that there are no storm water connections to the sanitary sewer system. The provisions of this Section 14 shall survive the term of this Agreement and shall not expire on the reimbursement by the City to the Property Owner.

Section 15: Breach. If the Property Owner fails to comply with all requirements of the Agreement or to complete installation as provided in the Agreement, the City shall have no obligation to reimburse the Property Owner.

Section 16: Modification. Any modification of this Agreement shall be in writing and executed by each Party.

Section 17: Governing Law. The Parties agree that the laws of the State of Illinois shall govern the construction and implementation of this Agreement. Each Party specifically stipulates to venue in the City of Geneva, and County of Kane.

Section 18: Entire Agreement. This Agreement shall be binding on the parties, their assigns and successors. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the parties and supersede any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed as of the dates written below.

CITY OF GENEVA, an Illinois Municipal Corporation

By: _____

Witness

**City of Geneva
Backflow Prevention Program
Request for Reimbursement**

Name: _____

Address: _____

Phone: (Home) _____ (Cell) _____

Email Address: _____

Type of Improvement:

1. External Backwater Valve _____ 2. Internal Backwater Valve _____ 3. Overhead Sewer _____

Date plumbing work was completed: _____

Plumbing permit number issued: _____

Plumbing contractor name: _____

Total reimbursement requested: \$ _____

Property Owner Certification

I, _____ am the owner of the subject property and I certify that all of the information contained on the Request for Reimbursement Form is true and accurate. Providing inaccurate information may result in a property being deemed ineligible for participation in the Program and subjects the owner to repayment of any subsidies received.

Signature

Date

Plumbing Contractor Certification

I, _____ of _____ certify that all work completed under this program has been performed in accordance with the Backflow Prevention Program and all applicable City Codes.

Signature

Date

City Certification

As an authorized agent of the City of Geneva who administers the Backflow Prevention Program, I certify that I have reviewed all the necessary paperwork associated with the above-mentioned application and permit and found them in compliance with the provisions of the Backflow Prevention Program. Therefore, I recommend the reimbursement amount to be paid.

Signature

Date

STATE OF ILLINOIS)
)
COUNTY OF KANE) ss.

RELEASE

KNOW ALL MEN BY THESE PRESENTS that in consideration of _____
_____ (\$ _____) Dollars, in cash, to _____ of _____
_____, Geneva, Illinois 60134, in hand paid by The City of Geneva, an Illinois municipal
corporation (the "City"), 22 South First Street, Geneva, Illinois 60134, the receipt of which is
hereby acknowledged, the undersigned does hereby release and discharge the City, and its elected
and appointed officers, employees and agents (collectively, "City agents"), of and from all claims,
demands, causes of action, or suits at law or in equity, whether known or unknown, fixed or
contingent, liquidated or unliquidated, of which the undersigned may now have or ever have had
or may hereafter have for or because of any matter or thing done, omitted, or suffered to be done,
which claims arise out of, or are in any way related to any claims, demands, causes of action or
suits at law or in equity related to _____,
in the City of Geneva, Kane County, Illinois ("Real Estate").

This Release is given and taken in good faith and is a full and final Release applying to all unknown
and unanticipated claims arising out of or in any way related to the installation of the backwater
valve servicing the Real Estate above recited. The parties have participated jointly in the
negotiation and drafting of this Release. In the event any ambiguity or question of intent or
interpretation arises, the Release shall be construed as if drafted jointly by the parties, and no
presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the
authorship of all or any portion of this Release. This Release shall inure to the benefit of and be
binding on the undersigned and their respective predecessors, successors, heirs, assignees, and
transferees.

The undersigned represent that they have read this Release, understand this Release, and
enter into it of their own free choice and intending to be legally bound. This Release shall be
subject in all respects to and construed under and in accordance with the laws of the State of
Illinois.

WITNESS our hands and seals this _____ day of _____, 2020.

(signature)

Subscribed and sworn to before me
this ___ day of _____, 2020

Notary public