



PROJECT PREVENT BACKFLOW APPLICATION

SECTION I: HOMEOWNER INFORMATION

Full Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals in Household: _____ Total Household Annual Income: \$ _____

How did you file your 2019 Federal Income Tax Return?

- Did not file Single Married Filing Jointly Married Filing Separately
 Head of Household Qualifying Widow(er) with Dependent Child

Please attach a copy of your 2019 Federal Income Tax Return to this application as proof of income. If married filing separately, a copy of your spouse's 2019 Federal Income Tax Return is also required. Failure to attach your/your spouse's return is subject for removal from the program. If you did not file a Federal Income Tax return in 2019, please attach one of the following: (1) Social Security Benefits Letter or (2) Unemployment Benefits Letter

SECTION II: PROPERTY AND FLOODING INFORMATION

Do you own your home? Yes No If Yes, Home Purchased In: (Month) _____ (Year) _____

Are there liens against your property? Yes No

Do you hold a flood insurance policy on this property? Yes No

Do you hold a sewer backup insurance policy on this property? Yes No

Property Characteristics (Please check all that apply):

- Single-family home Condo (3 or less units) Apartment (3+ units)
 Property has a basement Property sits on a crawlspace Property sits on a slab
 Property has a sump pump

Check any flooding related problems that you have observed on your property (Please check all that apply):

- Street Flooding
 Yard Flooding
 Water backing up through a basement floor drain or plumbing fixture (*e.g. sink, toilet*)
 Water coming into the structure in other ways (*e.g. through a wall or window*)

Other - Please describe:

Please describe your flooding issues in detail, including dates and the location of your flooding. Should you have photos, please submit them with this application.

Please describe any flood prevention or mitigation system your home already has, including year of installation:

SECTION III: HOMEOWNER AGREEMENT (the “Agreement”)

The City of Whitehall (the “City”) has adopted Project Backflow Prevention to assist homeowners in installing necessary equipment to mitigate sewer backups in their homes. The undersigned Homeowner(s) has/have made an application to the City to participate in this program.

“Homeowner” (collectively, if more than one)

“Property”

“Homeowner Mailing Address”

Now, therefore, the undersigned Homeowner, holding a present intent to be legally bound, and for valuable consideration, the receipt and sufficiency of which are acknowledged, hereby agrees as follows:

1. **Authorization of Installation:** Homeowner hereby authorizes the City, including its contractors, employees, and agents, to install permanent plumbing improvements on the Property, including but not limited to a backwater valve prevention device (the “Work”). Homeowner understands and acknowledges that the installation may require cutting into the floor of the basement, and that the Improvements may protrude above the basement floor once installed.
2. **Cost-Sharing:** The City and Homeowner shall each be responsible for a portion of the costs associated to the installation of the Improvements. A final quote will be provided to the

homeowner by August 19, 2020 at which point the Homeowner may opt to not participate in the program. Homeowner's portion of the cost must be paid in full to the City no later than October 2, 2020. The cost is subject to increase for change orders for additional contractor work due to latent, undisclosed, or otherwise unknown Property conditions.

3. **Property Access:** Homeowner acknowledges that the City, its contractors, employees, and agents, as well as Franklin County Public Health, will require access to the Property to complete the Work. Homeowner hereby grants the right to enter upon the Property from the Effective Date until the date of completion of the Work for purposes of performing the Work, including to conduct such inspections as are necessary to install the Improvements, inspect the installation and determine compliance with this Agreement. Such access shall be at reasonable times and upon presentation of proper identification, but may take place on different days depending on scheduling. Homeowner further agrees to remove any improvements, personal property, or other items obstructing access or impeding performance of the Work.
4. **Warranty:** Homeowner understands and acknowledges that the Improvements must be installed in compliance with the specifications of the relevant manufacturer(s) and in accordance with applicable plumbing and building code regulations. Any warranty for Improvements installed shall be from the manufacturer and/or the contractor; the City does not provide any warranty or other guarantee with regard to the Improvements.
5. **Other Flood Prevention:** Homeowner understands and acknowledges that the Improvements are focused on mitigating sewer backups. Homeowner understands that it is the responsibility of the Homeowner to investigate whether other improvements may be necessary for additional flood mitigation. This includes but is not limited to the possibility that a sump pump may be necessary.
6. **Ownership:** Homeowner understands and acknowledges that the Improvements, including any backwater valve, shall, upon completion of the Work, become the property of the Homeowner, and not the City. Homeowner agrees that he or she shall not cause or allow the Improvements to be disconnected, removed, damaged or otherwise made inoperable. This paragraph does not prevent Homeowner from replacing the Improvements with new improvements that are of a similar nature and equal to or better in quality and performance than the original Improvements or removing the Improvements if it has reached the end of its useful life and is no longer functioning as intended.
7. **Improvement Maintenance:** Homeowner agrees to properly maintain and operate the Improvements in accordance with the manufacturer's instructions, which shall be provided upon completion of the Work. Homeowner understands and acknowledges that the responsibility to maintain the Improvements, including the cost of all future operation and maintenance, is entirely the responsibility of the Homeowner, and is not the responsibility of the City. This includes but is not limited to the utility costs required to operate the Improvements and responsibility to arrange and pay for any electrical upgrades that may be necessary. Furthermore, Homeowner understands and acknowledges that when the backwater valve is activated, none of the connected plumbing fixtures or facilities on the Property may be used. Homeowner's failure to operate and maintain the Improvements resulting in damage to the Improvements shall be cause for the City to seek reimbursement from Homeowner for the City's portion of the costs paid pursuant to this Agreement.

8. **Sanitary Sewer Connections:** Homeowner agrees, as part of the consideration to the City for participation in this program, to permanently disconnect water downspouts or other stormwater drains from the City's sanitary sewers and shall be responsible for all related labor and costs. Disconnection shall be made in compliance with all applicable rules, regulations, and laws.
9. **Release of Liability:** Homeowner agrees, as part of the consideration to the City for participation in this program, to release and forever discharge the City, its officers and employees, from any and all claims, demands, damages, losses and expenses of all kinds associated with past or future sewage backups into the Property. Homeowner further agrees to release and forever discharge the City, its officers and employees, from any and all claims, demands, damages, losses and expenses of all kinds associated with the installation and/or operation of the Improvements. This waiver is made on behalf of Homeowner, Homeowner's heirs, successors, executors, administrators and assigns. Homeowner further understands and acknowledges that the City has undertaken this program voluntarily, and it is not an admission of liability or wrongdoing.
10. **Term:** The term of this Agreement shall commence on the Effective Date and shall expire upon the completion of the Work, unless terminated earlier as provided herein. Paragraphs 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, and such other provisions of this Agreement which, by their nature should be expected to survive, shall survive the expiration or termination of this Agreement for any reason.

11. Termination:

- a. By Homeowner: Homeowner shall have the right to terminate this Agreement by providing written notice fourteen (14) days prior to the scheduled commencement of the Work.
- b. By the City: The City shall have the right to terminate this Agreement with seven (7) days advance notice to Homeowner at the Homeowner Mailing Address under the following circumstances:
- i. Title to the Property changes, unless this Agreement has been assigned and assumed by the transferee.
 - ii. Homeowner fails to provide timely access necessary to perform the Work or is not present at the time scheduled for the Work to take place and an alternative time cannot be coordinated.
 - iii. Homeowner breaches any of the terms, conditions, representations or warranties under this Agreement.
 - iv. Without cause if prior to the commencement of the Work.

12. **Representation of Authority:** The undersigned represents, warrants, and covenants to the City that the undersigned are all of the owners of the fee simple interest in the Property and have the power and authority to enter into this Agreement and carry out all obligations herein.

13. **Waiver:** Any failure of the City to enforce its rights under this Agreement shall not constitute or operate as a waiver of any other breach of such provisions or of any other provisions.

14. **Governing Law; Forum:** This Agreement shall be governed by and construed in accordance with the laws of the City of Whitehall and the State of Ohio. All actions regarding this Agreement shall be brought in the Franklin County, Ohio Courts and Homeowner agrees such venue is proper. Homeowner hereby waives trial by jury with respect to any and all matters arising under this Agreement.

15. **Severability:** If any portion of this Agreement is held by a court of law to be void, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the balance of the Agreement shall remain in full force and effect.

Signed by Homeowner on the date below, effective on the signature date or, if not dated, on the date of receipt by the City (“Effective Date”).

Homeowner(s) Signature(s):

Full Legal Name: _____

Signature: _____ Date: _____

Full Legal Name: _____

Signature: _____ Date: _____

[Please continue to Addendum 1]



ADDENDUM 1: PROJECT PREVENT BACKFLOW TAX COMPLIANCE FORM

The Whitehall Auditor's Office certifies that I, _____,
am current on my City of Whitehall taxes and am eligible for the 2020 Project Prevent Backflow
Program.

Address: _____

Full Legal Name: _____

Signature: _____ Date: _____

REMINDER TO APPLICANT: Please attach a copy of your 2019 Federal Income Tax Return to this application as proof of income. If married filing separately, a copy of your spouse's 2019 Federal Income Tax Return is also required. Failure to attach your/your spouse's return is subject for removal from the program. If you did not file a Federal Income Tax return in 2019, please attach one of the following: (1) Social Security Benefits Letter or (2) Unemployment Benefits Letter

FOR INTERNAL OFFICE USE ONLY

City of Whitehall Auditor's Office Tax Compliance Acknowledgement

Representative Name: _____

Representative Signature: _____ Date: _____

DEADLINE FOR THE 2020 PROGRAM IS JULY 31

RETURN COMPLETED APPLICATIONS TO COMMUNITY AFFAIRS

360 S. Yearling Road, Whitehall, Ohio 43213

communityaffairs@whitehall-oh.us