



Backwater Prevention Assistance Program

Dear Utility Customer,

This letter and supporting documentation provides information about the City of Springfield's Backwater Prevention Assistance Program. The program involves the City paying up to \$4,600 for plumbing changes that will eliminate basement flooding caused by surcharging of the wastewater collection system.

Surcharging of the public system occurs almost exclusively when it rains in which the pipes fill and back up. If your basement floods whether it is raining or not, then there may be something wrong with your sewer lateral or some other problem that this program will not address. In this case, you can contact the Service Department at 937-525-5800 for further advice.

To apply for this program, we ask that you fill out the application provided and return it to the Service Center at 2100 Lagonda Avenue, Springfield, Ohio. We encourage you to return the application as quickly as possible so we can conduct our investigations in the order we received calls and so you do not lose your place on the list. Remember, we have limited funds available each year.

We will contact each applicant as soon as possible and provide the status of his/her eligibility. Those eligible for the program will be contacted and provided all the necessary information and instructions needed to take advantage of the program.

Should you have any questions, feel free to call the Service Department at 937-525-5800.

Sincerely,

Travis Parsons
Utilities Superintendent

Rev. 10/28/2021

AN ORDINANCE NO. 23-375

Adopting a third revised policy to assist owners of certain residential properties especially susceptible to sewer backups and needing water backup prevention assistance on their property to assist in preventing periodic sewer backups into their property; and repealing Ordinance No. 01-172.

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WHEREAS, there exists in the City a number of neighborhoods consisting primarily of one and two family dwellings in which some of the dwellings are especially susceptible to occasional sewer backups; and

WHEREAS many of these sewer backups could be most effectively prevented if a backwater valve were install in the dwelling or if other permanent changes were made to the dwelling's plumbing; and

WHEREAS, backups of sewage into dwellings poses a hazard to the health and safety of the community and a deterioration of the community's housing stock which should be prevented when possible; and

WHEREAS, this Commission finds that the public health and safety and the quality of the community's housing stock will be protected by assisting the owners of such dwellings to obtain suitable water backup prevention measures to assist in preventing sewer backups in those residences especially susceptible to periodic sewer backups ; and

WHEREAS, this Commission further finds that charging the residential property owners in many of these neighborhoods for the full cost of acquiring and installing a suitable backwater valve on site or making other, effective plumbing changes would impose an oppressive and unreasonable burden on the residential property owners; and

WHEREAS, this Commission wishes to encourage qualifying residential property owners to place a backwater valve in their dwelling or make other effective plumbing changes in their dwelling which would assist in preventing likely sewer backups into their dwelling, thereby protecting the public health and safety and preserving the community's housing stock, through sharing the cost of placing such improvements so that the cost is not overly burdensome to the residential property owners; and

WHEREAS the City has discovered that it is impractical to purchase and provide backwater valves, and the cost for the City's purchase of the backwater valve should be eliminated from the program, and the total cost per qualifying residential property should be decreased to \$3,000.00; and

WHEREAS, this Commission adopted Ordinance Nos. 98-359, 00-360 and 01-172 establishing a backwater valve assistance program and now wishes to revise the said program a third time to provide funding to program participants to defray costs of purchasing and installing backwater valves or purchasing and installing other, permanent plumbing changes to a dwelling to encourage and expand participation in the program to reduce flooding in residential basements and thereby facilitate preservation of public health and safety; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That in view of the findings stated in the foregoing recitals, this Commission hereby establishes a revised policy for assisting members of qualifying locations in obtaining the benefits of water backup prevention assistance to serve their residential property when such water backup prevention assistance is likely to be of substantial assistance in the effective prevention of periodic sewer backups into their residential property. Water backup prevention assistance may be the use of a backwater valve or of making permanent changes to a dwelling's plumbing as selected by the property owner. Commencing on the effective date of this ordinance, residential property owners in a qualifying location and whose homes were built before the effective date of this Ordinance or received a building permit to be constructed before the effective date of this Ordinance may petition the Service Director in writing, on a form provided by the Service Director, to be supplied with water backup prevention assistance for installation by the property owner for the property owner's residential property in a qualifying location. Upon receipt of a petition in proper form from the property owner(s), the Service Director shall perform an investigation to determine whether the property for which the water backup prevention assistance is requested is a qualifying residential property in a qualifying location and whether the petitioner(s) are proper persons to make such petition. The Service Director may require petitioners to provide two or more estimates of costs to install the petitioner's selected permanent plumbing changes to be installed in the petitioner(s) dwelling. Thereupon, the Service Director shall tender a water backup prevention assistance agreement to the petitioner(s).

Section 2. That the water backup prevention assistance agreement, described in Section 1, shall include the following provisions in addition to such other provisions as the Law Director determines are in the City's best interest:

- a) the petitioner(s)' agreement to properly install the backwater valve;

- b) the petitioner(s)' representation that they understand that the responsibility to install and to maintain the backwater valve and to pay all costs related to such installation and maintenance is entirely the responsibility of the property owners and not a responsibility of the City;
- c) the petitioner(s)' agreement to properly install certain, described, permanent plumbing changes to the petitioner(s) dwelling;
- d) the petitioner(s)' grant of permission to the City to enter on to the subject property, at no cost to the City, for purposes of inspecting to determine whether the water backup prevention measures have been properly installed;
- e) an acknowledgment that the backwater valve or described, permanent plumbing changes, when installed, shall be the property of the petitioner(s) and attach to the subject residential property as a fixture to real property and is not City property;
- f) that the petitioner(s) will allow no part of the backwater valve or described, permanent plumbing changes to be disconnected or removed from the subject residential property unless such disconnected or removed portion is immediately replaced with a facility of equal or better function and quality as the original equipment installed pursuant to a water backup prevention assistance agreement entered into between petitioner(s) and the City;
- g) a covenant by the petitioner(s) that they will properly maintain the backwater valve and described, permanent plumbing changes made to the petitioner(s) dwelling pursuant to a water backup prevention assistance agreement entered into between petitioner(s) and the City;
- h) an acknowledgment and representation that the petitioner(s) are the owners of the subject residential property and that the petitioner(s) are responsible to arrange for and pay for the electricity and other utility facilities and services necessary for proper operation of the water backup prevention measurers described in the water backup prevention assistance agreement entered into between petitioner(s) and the City;
- i) an acknowledgment that the petitioner(s) are fully responsible to acquire any and all needed electrical and plumbing connections and any other personal property and rights in real estate necessary for the operation and for the installation of the water backup prevention measurers described in the water backup prevention assistance agreement entered into between petitioner(s) and the City;
- j) such indemnification provisions as the Law Director may deem appropriate;
- k) a promise to disconnect all downspouts and all sump pumps draining storm water or clean water (as opposed to raw sewage) now or hereafter located on the subject property from the City's sanitary or combined sewers and to drain all downspouts and all sump pumps draining storm water or clean water (as opposed to raw sewage) now or hereafter located on the subject property in accordance with City requirements;
- l) a promise by the City to reimburse the property owner(s) for the costs to put the backwater flow valve into operation or to procure and install the

- described, permanent plumbing changes to the petitioner(s)' dwelling pursuant to the water backup prevention assistance agreement entered into between petitioner(s) and the City;
- m) a promise by the homeowner to disconnect all downspouts and sump pumps draining storm water or clean water (as opposed to raw sewage) on the subject property from the City's sanitary or combined sewers and to redirect such downspouts to drain storm water in accordance with City requirements; and provide video proof of all removals;
 - n) provide that the provisions of the water backup prevention assistance agreement shall be binding upon the petitioner(s), the heirs, successors and assigns.

Section 3. For purposes of this Ordinance, the following terms shall have the meanings given herein.

- a) "Qualifying Residential Property" means a single family or two family residential structure built before the effective date of this Ordinance or receiving a building permit to be constructed before the effective date of this Ordinance and which is susceptible to periodic sewer backups, at which measures recommended by the Service Director to mitigate the potential for sewer backups have been implemented and have not proven adequately effective to prevent sewer backups and at which installation of a backwater valve or making permanent changes to a dwelling's plumbing will likely be of substantial assistance in preventing sewer backups in the dwelling.
- b) "Qualifying location" means a residential property or a cluster of residential properties which the Service Director determines are residences especially susceptible to periodic sewer backups: 1) due to a likelihood that storms will exceed sewer capacity or 2) due to the topographical circumstances of the location in relation to surrounding topography, to the location of sewer facilities and/or to the location of other discharges into the City's sewer system and residences at which measures recommended by the Service Director to mitigate the potential for sewer backups have been implemented and have not proven adequately effective to prevent sewer backups. The residential property also needs to be free of large root masses and any infiltration/inflow sources.

Section 4. That Ordinance No. 01-172 be and hereby is repealed.

Section 5. That expenditures up to \$3,000.00 per Qualifying Residential Property are hereby authorized to be expended to defray the costs to property owners to procure and put backwater flow valves into operation or to make permanent changes to a dwelling's plumbing, all pursuant to the terms of this Ordinance. The Finance Director, with the recommendation of the City Manager or his designee, may reimburse costs incurred by citizens participating in the program adopted in this Ordinance or in

Ordinance Nos. 98-359, 00-360 or 01-172 so as to provide similar treatment to all program participants, but under no circumstances will the city reimburse costs incurred under the program adopted in this Ordinance or in Ordinance Nos. 98-359, or 00-360 or 01-172 when those costs were incurred before July 1, 1998.

Section 6. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 19th day of December, A.D., 2023.



PRESIDENT OF THE CITY COMMISSION



CLERK OF THE CITY COMMISSION



Service Department

City of Springfield
Utilities Maintenance Division
Backwater Questionnaire

Dear Customer,

All backwater valve applicants are asked to complete the following survey, which will be used to supplement existing service and maintenance records for the address seeking consideration under the program. This survey will expedite and/or support justification of your request.

Thank You,

Travis Parsons
Utilities Superintendent

1. Name: _____
2. Address: _____
3. Number of years at this address: _____
4. How many years have you experienced sewage backflow due to heavy rain events at this address? _____
5. Please estimate the average number of sewage backflow events annually: _____
6. With what frequency are these events reported to the City? _____

7. Does the building have a gutter, downspout, or any other rain collection device which discharges to an unknown location? _____

8. Does the building waste and drain system include an operational sump pump? _____

**CITY OF SPRINGFIELD
BACKWATER PREVENTION ASSISTANCE
PROGRAM APPLICATION**

I/we, _____, the owner/s

of the property located at _____

_____ ,

do hereby request consideration by the City of Springfield to be accepted for participation in the Backwater Prevention Program. I/we understand the Program involves assistance being provided only if the below address is effected by surcharging of the City's sewer collection system. By submission of this application, the City will take steps to make this determination, and I/we will grant legal access to the property and cooperate with City staff during their investigation.

Mailing Address of Applicant: _____

Email: _____

Telephone #'s:

Home _____

Business _____

Fax _____

DATE: _____

SIGNATURE OF APPLICANT/S: _____

ATTACHMENT A

OWNER SELECTED PERMANENT PLUMBING CHANGES

Applicant/s: _____

Address: _____

Having consulted with qualified licensed plumbers and having received estimates (attached) for their proposals, it has been decided:

- I/we have chosen to have a FloodGate Backwater Valve installed, and therefore request the City provide the device.
- I/we have chosen to have modifications made to the house plumbing that can best be described as follows:

Name of the plumbing firm I/we have chosen to perform the work: _____

BACKWATER PREVENTION ASSISTANCE AGREEMENT

Rev. 7/25/2023

Property Address: Enter Property Address.

This Agreement is made _____, 20____ between the City of Springfield, Ohio (the "City") and Click or tap here to enter text., (the "Petitioner"), an owner of property located at Enter Property Address.. (the "Property").

1. Recitals

- a) The City has instituted a program under Ordinance No. 01-172 to assist property owners in installing water backup prevention measures to assist in preventing periodic sewer backups into their property (the "Program").
- b) The Petitioner owns a qualifying residential property as defined in Ordinance No. 01-172 that has had a history of sewer backups, as determined by the Service Director;
- c) The Petitioner has/have made application to the City for benefits under the Program and the City has relied upon the representations made by the Petitioner in granting benefits to Petitioner under the Program.
- d) The parties now wish to set forth their mutual understanding and agreement concerning the Petitioner's participation in the Program and related matters.

Petitioner and City agree as follows:

2. Permanent Plumbing Changes

- a) Petitioner agrees to install the permanent plumbing changes described in the Exhibit A – PERMANENT PLUMBING CHANGES (the "plumbing changes") attached to this agreement and made part of this agreement on or before Click or tap to enter a date..
- b) Petitioner understands and acknowledges that the responsibility to install, maintain, and replace the plumbing changes as required for long-term functionality based on manufacturer's guidelines, is entirely the responsibility of the Petitioner and not a responsibility of the City; except for the limited City funding described in paragraph 10 below.
- c) Petitioner agrees that the development of the plumbing changes was in consultation between Petitioner and Licensed Plumber, and shall be considered the Petitioners decision and in no ways the City's.

- d) Petitioner understands that there is the possibility that a backwater valve, if selected, and upon installation, may protrude from the basement floor of the Property and that groundwater seepage may occur around the backwater valve extensions or other devices if the Property is in an area with high groundwater.

3. Licensed Plumber Requirement

- a) Petitioner agrees to acquire the services of a licensed plumber for all plumbing installation mentioned in this agreement.
- b) All plumbing improvements must be installed in compliance with the specifications of the relevant manufacturers and in accordance with applicable plumbing regulations.

4. Limited Grant of Access/Entry

- a) Petitioner hereby grants permission to the City to enter on to the Property, at no cost to the City, for purposes of inspecting to determine whether Petitioner is in compliance with this Agreement.
- b) City may conduct such inspections at reasonable intervals and under reasonable circumstances, which shall be not less than once annually.

5. Petitioners Ownership

- a) Petitioner acknowledges that the permanent plumbing changes, when installed, shall be the property of the Petitioner and attaches to the Property as a fixture to real property and is not City property.
- b) Petitioner agrees and covenants that Petitioner will allow no part of the plumbing changes to be disconnected or removed from the Property, unless such disconnected or removed portion is immediately replaced with a facility of equal or better function and quality as the original plumbing changes or otherwise specified under this Agreement for use at the Property.

6. Covenant of Ownership

- a) Petitioner acknowledges and represents to City that the Petitioner is the owner of the Property and that the Petitioner is responsible to arrange for and pay for the electricity and other utility facilities and services necessary for proper operation of any plumbing changes.
- b) Petitioner further acknowledges that the Petitioner is fully responsible to acquire any and all needed electrical and plumbing connections and any other personal property

and rights in real estate necessary for the operation and for the installation of the plumbing changes.

7. Default and Failure to Adhere to Program Requirements

- a) If Petitioner fails to comply with the terms of this Agreement, the City may rescind any financial assistance provided and may impose fines as allowed by City regulations.

8. Indemnity and Release

- a) For and in consideration of the City providing funding to defray the costs of procuring and installing the plumbing changes, the Petitioner does hereby, for Petitioner and for Petitioner's heirs, executors, administrators, and assigns, release and forever discharge the City, its City Commissioners, officers, employees, agents, and independent contractors from any and all claims, demands, actions, causes of action, suits, damages, losses, and expenses of whatsoever kind of nature, for anything that may occur on account of the installation and use of plumbing changes.

9. Required Disconnections

- a) Petitioner agrees that, as part of the consideration to receiving funding to defray the costs of procuring and installing the plumbing changes, the Petitioner shall permanently disconnect each direct connection to City's sewer system from all downspouts and all sump pumps, draining storm water or clean water (as opposed to raw sewage) from the Property, which connect to and discharge surface and/or groundwater to the City's sewer system and to redirect the drainage from such downspouts and all such sump pumps now or hereafter located on the Property so as to drain storm water and groundwater in a manner fully compliant with City requirements

10. Reimbursement Process

- a) City agrees to reimburse Petitioner for costs, proven and documented to City's complete satisfaction, incurred by Petitioner to install the plumbing changes (including installation of directly related plumbing) and for disconnection of downspouts and sump pumps, draining storm water or clean water (as opposed to raw sewage) from the Property, from discharging into City's sanitary and combined sewers, as limited by Section 11 below.
- b) Such documentation shall include original receipts and must be submitted with 14 days of work completion. Reimbursement will be issued within 60 days of receipt and review by the City. Petitioner will be reimbursed only for the actual cost of installing the

plumbing changes (including installation of directly related plumbing) which may not exceed the City's maximum cost as established by the Program.

11. Maximum Amount Reimbursable

- a) The maximum amount reimbursable to Petitioner for the actual cost of the plumbing changes, and for disconnection of downspouts and sump pumps, draining storm water or clean water (as opposed to raw sewage) from the Property from discharging into City's sanitary and combined sewers, is limited to the City's Program maximum amount per property, or the actual cost incurred by Petitioner, whichever is less. (Current Program amount capped at \$3,000.00)
- b) Petitioner understands that reimbursement from the City for costs exceeding the Program maximum amount is not guaranteed and is subject to the availability of Program funds and approval by City. The City Manager shall have sole discretion for approving costs above the program limit.

12. Agreement Binding

- a) This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, and the provisions hereof are to be continuous and will apply to any and all renewals, replacements, substitutions or additions to plumbing changes.

13. Interpretation and Severability

- a) If any term of this Agreement is held to be unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement, and such unenforceability will not affect the enforceability of the remaining terms and conditions of this Agreement.
- b) This Agreement will be interpreted in accordance with the laws of the State of Ohio.

By signing below, the Parties agree to be bound by terms and conditions contained in this Agreement

**Approved to Form
and Legal Sufficiency**

City of Springfield, Ohio

By: Jason T. Irick, Asst. Law Dir.

Bryan Heck, City Manager

Finance Stamp Below:

Petitioner(s):

(Print Name: _____)

(Print Name: _____)

Exhibit A – Permanent Plumbing Changes

(Timeline, Requirements and Details)

1. Backwater Valve Installation:

A backwater valve is a device installed into a sewer line in the basement of the home to prevent sewer backflows. The valve is designed so that sewage can only flow out of the home. If sewage starts to flow back into the home, the valve closes to protect the home from potential flooding.

The backwater valve must be procured by the petitioner, following the City of Springfield's approved specifications and quality standards. The valve must also be compliant with the relevant building codes and regulations.

The following steps detail the procurement and installation process:

- i. **Procurement by Petitioner:** The petitioner procures the approved backwater valve from a verified supplier. The valve should meet all local and state code requirements for sewer backflow prevention.
- ii. **Hiring a Licensed Plumber:** The petitioner is responsible for hiring a licensed plumber to undertake the installation of the backwater valve. This ensures adherence to all city and state plumbing codes and regulations, guaranteeing the correct and safe installation of the valve.
- iii. **Locating the Main Sewer Line:** The hired licensed plumber locates the main sewer line in the basement of the property.
- iv. **Installation of the Backwater Valve:** The plumber cuts a section of the pipe and removes it to fit the backwater valve. The valve is installed with the arrow pointing in the direction of the sewer line.
- v. **Securing the Valve:** The backwater valve is connected to the existing sewer line using PVC primer and cement.
- vi. **Creating an Access Point:** The plumber builds a small, shallow pit around the valve to allow for maintenance and inspection.
- vii. **Testing the Installation:** The valve is tested to ensure it operates correctly and prevents sewer backflows.

Please note that all the above-mentioned steps should be performed by a licensed plumber, and must comply with all relevant building codes and regulations. Regular maintenance is crucial to ensure the longevity and effectiveness of the backwater valve.