



Septic System Elimination Assistance Program

Dear Property Owner,

This letter and supporting documentation provides information about the City of Springfield's Septic System Elimination Assistance Program. The program involves the City paying a maximum of \$5,000 per qualifying residence to connect to the City sewer system.

Please complete the application provided and return it to the City Service Center at 2100 Lagonda Avenue, Springfield, Ohio. You are encouraged to return the application as soon as possible so we can conduct investigations to determine eligibility and priority, as the City has limited funds available each year.

Applicants will be contacted with the status of their eligibility. Those eligible for the program will be provided with 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. 06/01/2021

**CITY OF SPRINGFIELD
SEPTIC SYSTEM ELIMINATION ASSISTANCE
PROGRAM APPLICATION**

I/we, _____, the owner/s

of the property located at _____

_____,

hereby request consideration by the City of Springfield to be accepted for participation in the Septic System Elimination Assistance Program. I/we understand the Program involves assistance being provided only if the below address meets the qualifications of the Program. 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 Address: _____

Telephone:

Home _____

Business _____

Fax _____

DATE: _____

SIGNATURE OF APPLICANT/S: _____

AN ORDINANCE NO. 23-374

Adopting a policy to assist owners of certain residential property needing to replace their septic systems and connect to the City's public sewer system; and repealing Ordinance No. 18-136.

...oooOOOooo...

WHEREAS, there exists in the City a number of neighborhoods consisting primarily of one, two and three family dwellings in which some of the dwellings have septic systems and the dwelling should be connected to the public sewer system to protect the public health and safety; and

WHEREAS, this Commission finds that protection of the public health and safety will be facilitated by assisting the owners of such dwellings to install a gravity connection to the City's public sewer system or, where a gravity connection is not practical, a suitable sewer grinder pump and force main to facilitate conveying sewage from each such dwelling to the City's public sewer line available to serve such dwelling; and

WHEREAS, this Commission further finds that charging the qualifying residential property owners in many of these neighborhoods for the full cost of designing, acquiring and installing above mentioned connections and on site sewer pump systems would impose an oppressive and unreasonable burden on the residential property owners; and

WHEREAS, this Commission wishes to encourage residential property owners to make full use of the City's sewer system, thereby protecting the public health and safety, through sharing the cost of installing such improvements so that the cost is not overly burdensome to the residential property owners. 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 policy for assisting members of benefiting neighborhoods in obtaining the benefits of a gravity connection to the City's public sewer system or, where a gravity connection is not practical, a sewer grinder pump and force main to serve their residential property. Residential property owners in a benefiting neighborhood and whose homes were built before April 30, 2002 may petition the Service Director in writing on a form provided by the Service Director, for a connection to the City's public sewer system for the property owner's residential property. If, after receipt of the petition, the Service Director is able to determine that the petitioner(s) are owner(s) and that the property for which connection to City's public sewer system is requested is a qualifying residential property in a benefiting neighborhood, then the Service Director shall determine what form of connection is

most appropriate (i.e. a gravity connection or a sewer grinder pump and force main connection) for the subject residential property.

If the Service Director determines that a connection to the City's public sewer will serve public health and welfare and that sufficient funding is available, the Service Director may then tender a sewer connection assistance agreement to the petitioner(s).

Section 2. The sewer connection assistance agreement shall provide that:

1. The Service Director shall:
 - a) If a gravity connection is determined to be appropriate, construct a sewer lateral from the City's public sewer line to the point in the City's public right-of-way at which gravity will conduct effluent to the City's public sewer line, as determined by the Service Director, (the "designated point of connection") or
 - b) If a gravity connection is determined to be impractical, construct a sewer lateral, as appropriate, from the City's public sewer line to the point in the City's public street right-of-way and set a cleanout or sewer access device at which gravity will conduct effluent to the City's public sewer line, as determined by the Service Director (the "designated point of connection"). The City shall construct no sewer force mains. The construction of all necessary force mains shall be the responsibility of the petitioner(s).
2. The owner shall:
 - a) If a gravity connection was determined to be appropriate, construct, at the petitioner(s)' expense, a sewer lateral from the dwelling on the subject property and cleanout to the designated point of connection in the City's public right-of-way.
 - b) If a gravity connection is determined to be impractical, install, at the petitioner(s)' expense, a sewage grinder pump and construct, at the owner(s), expense, a force main from the dwelling on the subject property to the designated point of connection in the City's public right-of-way.
3. Sewer laterals and sewer force mains which connect a property to the City's public sewer line are the responsibility of the property owner(s).
4. The Owner(s) acknowledges that all construction must be performed subject to inspection and approval by a Clark County Combined Health District Plumbing Inspector, and, when necessary, by a City electrical inspector, all at the Owner(s)' expense;

5. The Owner(s) acknowledges that the responsibility to install and to maintain the sewer pump system (i.e. the sewer grinder pump and related force main and/or private lateral) to the designated point of connection in the City's public right-of-way, and that payment of all costs related to such installation and maintenance is entirely the responsibility of the Owner(s)' and not a responsibility of the City;
6. The Owner(s) acknowledges that the sewer pump system (i.e. the sewer grinder pump and related force main and/or private lateral) to the designated point of connection in the City's right-of-way, and the portion of the lateral that the City installs shall be the property of the Owner(s) and attaches to the subject residential property as a fixture to real property;
7. That the Owner(s) will allow no part of the sewer pump system 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 equipment installed at the subject residential property;
8. That the Owner(s) grant 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 sewer pump system has been properly installed;
9. A covenant by the Owner(s) that they will properly install, operate and maintain the sewer pump system, sewer force main and lateral at their sole expense;
10. The Owner(s) indemnify the City to the extent determined by the Law Director;
11. That the provisions of the sewer connection assistance agreement shall be binding upon the petitioner(s), the heirs, successors and assigns;
12. A requirement to permanently disconnect all downspouts and all sump pumps draining storm water or clean water (as opposed to raw sewage) from the City's sanitary or combined sewers and provide video confirmation;
13. A provision for payment of a fixed sum from the City to the Owner(s), to defray the cost incurred by the Owner(s) in connecting to the City's public sewer system. The fixed sum shall not exceed Thirty-five Hundred Dollars (\$3,500.00) per qualifying residential property requiring a gravity connection and Five Thousand Dollars (\$5,000.00) per qualifying residential property requiring a sewer grinder pump and force main

connection.

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

- a) "Qualifying Residential Property" means a tax parcel on which is situated one single family or one, two or three family residential structure which has a public sanitary or combination sewer which can be accessed without crossing into adjacent properties, and without requiring an extension of the existing public sanitary or combination sewer.
- b) "Benefiting neighborhood" means a residential property or cluster of residential properties located within the City limits on April 30, 2002 where the Service Director determines that such properties have a septic system on their lot which should be abandoned and the property should be connected to the City's public sewer system in order to preserve and protect the public health and safety.

Section 4. That Ordinance No. 18-136 is hereby repealed.

Section 5. 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

SEPTIC SYSTEM DISCONTINUANCE 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 Click or tap here to enter text. (the "Property").

1. Recitals

- a. The City has instituted a program under City Ordinance No. 18-136 to assist property owners with the process of disconnecting their existing on-site septic systems and connecting to the City's public sewer system (the "Program"); and
- b. The Petitioner owns a Qualifying Residential Property located in a Benefiting Neighborhood, as determined by the City and defined in Ord. No. 18-136;
- c. The Petitioner, pursuant to those determinations, has submitted an application to participate in the Program, and the City has granted this application based on the information provided by the Petitioner; and
- 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. Septic System Disconnect and Sewer Connection

- a. The Petitioner agrees to disconnect the existing on-site septic system and install one of the following at Petitioner's expense, as determined appropriate by the Service Director, on or before Click or tap to enter a date.:
 - i. A gravity sanitary lateral and cleanout to the designated point of connection in the City's public right-of-way (the "Private Lateral"); or
 - ii. A Sewer Pump Station and a force main (collectively called the "Pump System") from a point of disconnection of the existing on-site septic system on the Property to a point designated by the City, and make all necessary connections to City's sewer line.

3. City Responsibilities

- a. If the Petitioner is determined, via the Service Director, to need the installation of a Private Lateral, the City will construct a sewer lateral from the City's public sewer line to the point in the City's public right-of-way at which gravity will conduct effluent to the City's public sewer line, as determined by the Service Director; or
- b. If a gravity connection is determined to be impractical, construct a sewer lateral, as appropriate, from the City's public sewer line to the point in the City's public street right-of-way and set a cleanout or sewer access device at which gravity will conduct effluent to the City's public sewer line, as determined by the Service Director.
- c. The City shall construct no sewer force mains. The construction of all necessary force mains shall be the responsibility of the Petitioner.

4. Licensed Plumber Requirement

- a. The Petitioner shall provide a copy of the license of the plumber contracted for the installation to the City prior to beginning work. Failure to use a licensed plumber may result in disqualification from the Program.
 - b. Any work completed under this Agreement by a licensed plumber must be in compliance with the City's Codified Ordinances and all Health Department requirements.
5. **Maintenance Responsibly**
 - a. The Petitioner acknowledges that the responsibility for maintaining and repairing the Pump System or the Private Lateral lies solely with the Petitioner, except as otherwise provided in Section 902.17 of the City's Codified Ordinances.
 - b. This responsibility includes the engagement of licensed professionals for the maintenance and repair works.
6. **Limited Grant of Access/Entry**
 - a. The Petitioner grants permission to the City to enter onto the Property, without charge, to inspect the installation and disconnection processes and to verify compliance with the terms of this Agreement.
7. **Property Ownership and Responsibilities**
 - a. The Petitioner acknowledges that the installed improvements and Appurtenant Facilities shall become fixtures to the Property and, therefore, the property of the Petitioner. They shall not be disconnected or removed unless immediately replaced with a facility of equal or better function and quality.
8. **Utilities and Installation Requirements**
 - a. The Petitioner will arrange for and cover the cost of the electricity and other utility services required for the operation of the Pump System, if selected.
 - b. The Petitioner also acknowledges responsibility for obtaining all necessary electrical and plumbing connections and other personal property and rights in real estate necessary for the installation and operation of the Pump System, Private Lateral, and Appurtenant Facilities.
9. **Release of Liability and Decision Making**
 - a. In consideration of the benefits provided by the City, the Petitioner releases the City, its Commissioners, officers, employees, agents, and independent contractors from any and all claims, damages, or losses arising from the use, installation, or operation of the Pump System or Private Lateral.
10. **Disconnection of Downspouts and Sump Pumps**
 - a. As part of the consideration for this Agreement, the Petitioner agrees to permanently disconnect any direct connections to the City's sewer system from all downspouts and all sump pumps draining storm water or clean water from the Property.
 - b. The Petitioner shall also redirect drainage from these sources in compliance with City requirements within 30 days of signing this Agreement.
 - c. The City retains the right to inspect these changes for compliance.
 - d. The City may request, at the City's discretion, video evidence that the required items above were disconnected in accordance with this Agreement.
11. **Reimbursement**

- a. The City agrees to reimburse the Petitioner for documented costs related to the purchase and installation of the Pump System, including related plumbing and electrical connections, and for the disconnection of downspouts and sump pumps.
- b. The total reimbursement shall not exceed \$3,500 for gravity connection Private Lateral or \$5,000 for a Pump System connection, in accordance with Ordinance number 18-136.

12. Assignment

- a. The Petitioner agrees to assign this Agreement to the grantee upon conveyance of an ownership interest in the Property, provided that the grantee agrees to this assignment and assumes all responsibilities of the Petitioner under this Agreement.

13. Assignment and Transfer

- a. Petitioner agrees to assign, in writing, this Agreement to the grant of any lease of the Property and/or to any purchaser of the Property and to notify the City in writing of any such assignment within ten (10) days of the effective date of any such lease or sale.
- b. This Agreement is binding upon the Petitioner, his/her heirs, administrators, executors, successors, and assigns and shall run with the Property and be binding upon any future owner of the Property.
- c. Failure of the Petitioner or any future owner of the Property to comply with the terms of this Agreement may result in the rescission of any benefits provided under this agreement, imposition of fines, and the recovery of any costs incurred by the City, as allowed by City regulations.

14. Governing Law

- a. The laws of the State of Ohio and the Springfield Codified Ordinances shall govern the validity, construction, enforcement, and interpretation of this Agreement. All disputes brought under this Agreement shall be in Clark County, Ohio.

15. Entire Agreement

- a. This Agreement represents the entire agreement between Petitioner and City regarding the subject matter hereof. Any previous understandings, agreements, or representations dealing with the same subject matter are superseded and have no effect.

16. Severability

- a. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

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: _____)