

## **BACKWATER PREVENTION ASSISTANCE PROGRAM**

The City of Middletown has adopted the Backwater Prevention Assistance (BPA) Program. This program provides financial assistance to property owners connected or contributing to the combined sewer system requesting a backwater prevention device. This program involves the City paying 50% of the total cost, up to \$1000.00, for labor and material to install an automatic backwater prevention device (100% of the total cost, up to \$2000.00, for property owners of median-low income as defined by HUD for the Middletown area) in structures that are susceptible to basement flooding caused by surcharging of the combined sewer system.

Surcharging of our system occurs almost exclusively when it rains; the pipes fill and back up into basements. If your basement floods, whether it's raining or not, there may be something wrong with your sewer lateral or some other problem that this program will not address. In these cases, you can contact a local licensed plumber to check your sewer lateral for blockage. You may also contact the Sewer Maintenance Division at (513) 425-1896 for further advice.

The BPA Program requires eligible property owners to submit 3 quotes from licensed plumbers along with the signed BPA Program agreement accepting the terms of the program. .

Should the applicant qualify for 100% assistance, three quotes will be required. Once the agreement is on file, the plumber needs to take out a plumbing permit and perform the work in accordance with the Ohio Plumbing Code and have the work inspected and accepted by the City of Middletown. Upon performance of the work to the owner's satisfaction and acceptance by the City, a two-party check will be issued to the property owner and licensed plumber in the amount of the City's contribution as listed above. The check will be mailed to the property owner's address.

If you have any additional questions, please call the Department of Public Works and Utilities at (513) 425-7940.

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

I/we, \_\_\_\_\_, the owner/s of the property

located at \_\_\_\_\_, do hereby request consideration

by the City of Middletown to be accepted for participation in the Backwater Prevention Assistance Program. I/we understand assistance will be provided only if the above address is connected to the City's combined sewer system. By submission of this application, the City may 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: Home \_\_\_\_\_

Business: \_\_\_\_\_ Fax: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF OWNERS: \_\_\_\_\_

\_\_\_\_\_

**PLEASE RETURN COMPLETED APPLICATION FORM TO:**

**CITY OF MIDDLETOWN  
DEPARTMENT OF PUBLIC WORKS AND UTILITIES  
ONE DONHAM PLAZA  
MIDDLETOWN, OHIO 45042**

## BACKWATER PREVENTION ASSISTANCE PROGRAM AGREEMENT

The City of Middletown, Ohio (hereinafter called the "City") has, in City Ordinance Number 02002-45, adopted a program to assist property owners in installing water backup prevention measures to assist in preventing periodic sewer backups into their property (hereinafter called the "Program").

The undersigned \_\_\_\_\_ (hereinafter called 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.

NOW, THEREFORE, Petitioner and City agree as follows:

1. Petitioner agrees to install the permanent plumbing changes (hereinafter the "owner selected plumbing changes") to properly install a FloodGate Automatic Backwater Valve, as applicable, at the property located at

(hereinafter called the "Property") within one year. Petitioner understands and acknowledges that the responsibility to install and maintain the backwater valve and the responsibility to pay all costs related to such installation and maintenance, including the procurement of plumbing materials and services, is entirely the responsibility of the Petitioner and not a responsibility of the City; except for the limited City funding described in paragraph 9, below. Petitioner agrees to acquire the services of a licensed plumber for all plumbing installation mentioned in this agreement. All plumbing improvements must be installed in compliance with the specifications of the relevant manufacturers and in accordance with applicable plumbing regulations. Petitioner understands that there is the possibility that the backwater valve, 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.

2. 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.
3. Petitioner acknowledges that the backwater valve, 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. Petitioner agrees and covenants that Petitioner will allow no part of the

backwater valve 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 specified under this Agreement for use at the Property.

4. Petitioner understands and acknowledges that no warranty is provided by the City and the Petitioner must look to the backwater valve manufacturer and not to the City for any warranty rights.
5. Petitioner hereby agrees and covenants that Petitioner will properly maintain the backwater valve.
6. 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 the valve. 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 backwater valve.
7. For and in consideration, in part, of the City providing funding to defray the costs of procuring and installing the backwater valve, the Petitioner does hereby, for Petitioner and for Petitioner's heirs, executors, administrators and assigns, release and forever discharge the City, its City Council persons, officers, employees, agents and independent contractors from any and all claims, demands, actions, causes of action, suits, damages, losses and expenses of whatsoever kind or nature, for anything that may occur on account of the use of the backwater valve. It is further understood and agreed that the providing of funding to defray the costs of procuring and installing an automatic backwater valve is not to be considered as an admission on the part of the City of any liability whatsoever.
8. City agrees to reimburse Petitioner for costs, proven and documented to City's complete satisfaction, incurred by Petitioner to install the said backwater valve (including installation of directly related plumbing), as limited by paragraph 9.
9. Petitioner acknowledges that the only consideration for Petitioner signing this Agreement is the reimbursement of Petitioner's costs for installation of the backwater valve, as applicable, limited to 50% of the total cost, up to a maximum of \$1000.00. In addition, petitioner qualifying for moderate income levels for the Hamilton/Middletown area as established by the US Department of Housing and Urban Development acknowledges the additional consideration for reimbursement of the remaining 50% of the total cost, up to a maximum of \$1000.00. Based on the aforementioned required documentation (estimates attached), reimbursement by the City will be limited to a sum of approximately \$\_\_\_\_\_.

No other promise or agreement of any kind or nature has been made to me by the City or its representatives to cause the Petitioner to sign this Agreement, and that the Petitioner fully understands the meaning and intent of this Agreement.

10. Petitioner agrees to assign, in writing, this Agreement to the grantee to whomever Petitioner conveys an ownership interest in the Property and to obtain such grantee's agreement to the assignment wherein the grantee of such conveyance assumes all responsibilities of Petitioner to the City as described in this Agreement. This Agreement is intended to be and shall be binding upon the Petitioner and upon the Petitioner's heirs, successors and assigns.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Property Owners Signature:

\_\_\_\_\_

\_\_\_\_\_

City of Middletown:

By: \_\_\_\_\_

**BACKWATER PREVENTION ASSISTANCE PROGRAM**  
**100% ASSISTANCE APPLICATION**  
(Owner Occupied Property Only)

**Homeowner :**

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Please complete the information below:

HOUSEHOLD MEMBER	RELATIONSHIP	AGE	SOURCE OF INCOME	ANNUAL INCOME

Do not write below this line.

50% AMI  
\_\_\_\_\_

Total Annual Income

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Approved

Declined

Type of documentation provided:

\_\_\_\_\_

City Representative \_\_\_\_\_

Date \_\_\_\_\_

**BACKWATER PREVENTION ASSISTANCE PROGRAM  
ATTACHMENT A**

**OWNER SELECTED PERMANENT PLUMBING CHANGES**

Applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_

Having consulted with qualified licensed plumbers and receiving estimates (attached) for their proposals it has been decided

☐

I/we have chosen to have a FloodGate Automatic Backwater Valve installed.

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I/we have chosen to have modifications made to the house plumbing that can best be described as follows:

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

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