VILLAGE OF BEACH PARK
COST REIMBURSEMENT PROGRAM
FOR THE INSTALLATION OF OVERHEAD SEWERS
OR BACKFLOW PREVENT DEVICES

PROGRAM REQUIREMENTS

The Village will provide funds to building owners who have or may experience sanitary sewer backups during periods of heavy rainfall for the installation of overhead sewers or backflow prevention devices.

The Village has determined that certain requirements for the cost reimbursement program are necessary to protect the Village's sanitary sewer system, the integrity of such a program and the financial well-being of the Village.

A cost reimbursement program for the installation of overhead sewers or backflow prevention devices is hereby implemented in accordance with the following requirements:

1) The Village will reimburse an Owner up to $4,000.00 or 50% of the cost, whichever is less, for the installation of a Village approved overhead sewer system; or up to $1,000.00 or 25% of the cost, whichever is less, for the installation of a Village approved backflow prevention device. The Village' s preference is toward an overhead sewer system which provides more reliable backup prevention.

2) The Program applies to all buildings connected to the Village of Beach Park collection system and constructed prior to the effective date of this ordinance.

3) The Program shall apply to installation of overhead sewers or backflow prevention devices made on or after the effective date of the reimbursement ordinance.

4) Financial participation of the Village is limited to funds budgeted for the Program. Said funding level may be changed or eliminated based on the Village's annual review of the Program.

5) Applications will be classified into the following priority groups for purposes of determining funding eligibility.

    a) First priority – One or more sanitary sewer backups have occurred at the building and been reported to the Village. For purposes of this program, sanitary sewer backups are defined as those attributable to a problem within the publicly owned portion of the sewer system and do not apply to backups occurring as a result of a problem with the privately owned service. The

Owner must provide documentation of previous sanitary sewer backups. Prior reports of sewer backups to the Village either by telephone at the time of the backup or by submittal of a Complaint Tracker as completed by Village staff shall constitute adequate documentation of a sanitary sewer backup.

b) Second priority – Any building which has the potential to experience sanitary sewer backups as a result of insufficient elevation differential between the building's internal plumbing and the Village' s sanitary sewer system. No sanitary sewer backups have occurred at the property, but the Owner is desirous of installing an overhead sewer or backflow prevention device as a preventative measure.

6) An Owner desiring to participate in this Program must complete the following steps:

a) Owner submits a complete and signed Application for Participation form.

b) Village inspects the building and issues a notice of eligibility or non-eligibility to the Owner. Said notice may include the sources or potential sources of infiltration and inflow into the sanitary sewer service from the property which must be removed as a requirement of this Program.

c) Upon receipt of a notice of eligibility from the Village, the Owner obtains proposals from contractors as described in Item 9. If the Owner does not submit all of the required information within six (6) months of the date of the notice of eligibility, the Owner must resubmit an Application for Participation form and such application will be treated as a new application for determination of funding eligibility.

d) Village reviews proposals, provides Owner with preliminary approval and provides agreement for Owner signature within thirty (30) days from submittal of the required information described in Item c above. Owner must return signed agreement and signed proposal with selected contractor within thirty (30) days of the date of the preliminary approval.

e) Owner and contractor obtain all permits (including the appropriate building permit) and complete the work.

f) Upon completion of the work, premises are inspected by the Village and the appropriate building authority. Upon approval by the Village and the appropriate building authority, acceptance by the Owner, and submission of a paid receipt from the contractor to the Owner, reimbursement will be made directly to the Owner. (The Owner is also encouraged to obtain an appropriate waiver of lien from the contractor for the Owner' s protection.) Said reimbursement will be made in the Village's normal course of business.

7) No Owner shall be eligible for participation unless the Owner and the building

where the overhead sewer or backflow prevention device is or has been installed are in compliance with all Village ordinances, including, but not limited to, payment of all fees and charges due or past due to the Village.

8) A reimbursement is limited to one time for any given property.

9) The Program is limited to the actual cost of the overhead sewer or backflow prevention device installation, subject to the funding limitations contained herein, but does not include incidental costs such as landscape restoration, painting, tile carpeting, etc.

10) The Owner must provide the Village with proposals from a minimum of two licensed plumbing contractors (three proposals are recommended) for the type of backup prevention selected by the Owner prior to authorizing the work. If the desired backup prevention is not an overhead sewer, a proposal for an overhead sewer conversion must also be submitted. An overhead sewer does not rely upon a backflow valve or device and is believed to be the best backup prevention method. All proposals must provide sufficient detail for the Village to determine the exact method of installation and the costs for labor and materials. The Village's participation in the funding will be based on the lowest cost proposal.

11) The Owner must obtain a no-charge Village sewer permit for the work and must obtain a permit, at the Owner's expense, from the appropriate building authority (i.e. municipality or county), if required. After issuance of the permits, any changes or modifications to the work will require review and approval of the Village and the appropriate building authority.

12) The contractor hired by the Owner to perform the work must be appropriately licensed and bonded with the Village, and the appropriate building authority, if required.

13) The Village is not a party to any contract between the Owner and the contractor.

14) In order to be eligible for this Program, the installation of an overhead sewer shall meet the following requirements.

a. Overhead sanitary sewers must be provided to all floor levels that are less than one foot (1') above the elevation of the rim of the Village manhole immediately upstream of the point of connection of said building into the Village sanitary sewer system. Plumbing fixtures on a building floor level below an overhead sewer shall drain into an ejector pit.

b. A properly vented ejector basin shall be installed for all installations under this Program. Ejector basins must comply with all Village and appropriate building authority requirements. Ejector basins must be at least ten feet (10') from any stormwater sump pits.

c. The capacity of the ejector pump must be specified in the contractor's proposal. The smallest capacity pump suitable for the proposed installation

must be specified. The pump must be a minimum 1/2 hp.

d. Connections to the proposed ejector pump shall be for the disposal of sanitary wastes only.

e. The Village shall have the right to enter the building for inspection upon completion of the work.

15 All work under this Program must comply with Village and applicable municipal or county ordinances, codes and requirements. In the event of any conflict between the Village and municipal or county ordinances, codes or requirements, the Village shall prevail.

16) The Village may, in its discretion, provide a waiver of those Program requirements listed above which is deemed appropriate based on an evaluation of the individual circumstances related to a request for reimbursement.

17) The Village shall have the sole authority to determine eligibility for participation and compliance with all Village ordinances.

Summary of Time Frames
Required by Program Requirements

1) Village receives properly completed Application for Participation.

2) Village inspects the building and issues a Notice of Eligibility or Non-Eligibility to the Owner.

3) If Owner receives Notice of Eligibility, Owner has six (6) months from the date of the Notice to submit all required information.

4) Within thirty (30) days of receipt of all required information, Village reviews and issues preliminary approval and provides Agreement for Cost Reimbursement Program for Owner signature. Owner must return signed Agreement and signed proposal for installation of the backflow prevention device and repair of infiltration and inflow sources with selected contractor within thirty (30) days of the date of the preliminary approval.

5) Upon submittal to the Village of the signed Agreement and signed proposal with selected contractor, Owner and contractor must obtain all permits, complete the work, request inspection by the Village and the building authority, and submit paid receipt within six (6) months of the date of the preliminary approval.

APPLICATION FOR PARTICIPATION IN VILLAGE OF BEACH PARK COST REIMBURSEMENT PROGRAM FOR THE INSTALLATION OF OVERHEAD SEWERS OR BACKFLOW PREVENTION DEVICES

I/We hereby request participation in the Village of Beach Park Cost Reimbursement Program for the Installation of Overhead Sewers or Backflow Prevention Devices, hereinafter called "the Program".

I/We own, and this application is for, the following described property:

Address: _____

_____

P.I.N.: _____

I/We have received a copy of the Program Requirements attached to and made a part of this application.

I/We agree to allow the Village of Beach Park or its representatives to make any and all inspections and testing as detailed in the Program Requirements.

I/We have received a copy of the Agreement for Cost Reimbursement Program and understand that said Agreement must be signed upon notice of preliminary approval as detailed in the Program Requirements.

Dated this _____ day of _____, _____.

_____ _____

Printed Name Signature

_____ _____

Printed Name Signature

_____

Phone Number

_____

_____

Mailing Address

AGREEMENT FOR COST REIMBURSEMENT PROGRAM FOR THE INSTALLATION OF OVERHEAD SEWERS OR BACKFLOW PREVENTION DEVICES

This Agreement is made this _____ day of _____, _____, by and between the VILLAGE OF BEACH PARK ("Village") and _____

_____ ("Owners") of the premises located at:

Address:_____

_____

P.I.N. _____

(You may obtain the P.I.N. – Permanent Index Number – for your property from your real estate tax bill.)

Whereas, the Village has a cost reimbursement program for the installation of overhead sewers or backflow prevention devices ("Program"); and

Whereas, Owners desire to participate in the Program,

Now, Therefore, in consideration of the mutual covenants contained herein, the Village and the Owner hereby agree to the following terms and conditions:

1) Owners have read and understand the program requirements attached to and made a part of this Agreement.

2) Upon compliance of Owners with all terms and conditions as stated in the Program information, the Village will provide a reimbursement to the Owners as allowed by this Program.

3) Owners agree to release and waive any claim, suit or liability and to indemnify and hold harmless the Village of Beach Park, its Trustees, Officers, Employees, Engineers and Agents, from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with any previous sanitary sewer backups or the undersigned's participation in this Program. This covenant shall include, but not be limited to, any consequence of the inspection of the premises, selection of the system installed or the contractor utilized, installation of the system, operation, maintenance or failure of the system once it is installed, or eligibility for, participation in the Program.

4) Owners state that they are the Owners of the premises listed above, that they have read and understand this Agreement, and that they have signed this Agreement as their free and voluntary act.

VILLAGE OF BEACH PARK

_____

Signature

_____

Owner(s)

_____

_____