



FOOTING TILE SEPARATION PROGRAM

PROGRAM INTRODUCTION

What is a footing tile?

A footing tile is a drainage system on the outside of the house to drain water away from the house foundation. In new construction, these tiles are connected to a sump pump and then pumped outside the house. Homes built before 1970 sometimes have footing tiles connected to the sanitary sewer system.

Why should footing tiles be separated from the sanitary sewer system?

Footing tile connections are a major source of excess water in the sanitary sewer system during heavy rains that can cause basement back-ups in your and / or your neighbor's home. The excess water entering the sanitary sewer system from footing tiles can cause problems throughout the system and increases wastewater treatment costs for the entire city. Current city codes specifically prohibit connection of footing tiles to the sanitary sewer system.

What is the Footing Tile Separation Reimbursement Program?

The City of Geneva is offering reimbursements up to \$5,000 to customers who disconnect their footing tile from the sanitary sewer system.

Eligible Properties

Single family residential and single family attached residential homes, located within the corporate limits of the City of Geneva, that are connected to the City's sanitary sewer system are eligible for participating in the Footing Tile Separation Assistance Program provided that the property owner and all tenants, if any, are in good standing with the City of Geneva with regards to outstanding debt owed to the City (utility billing, parking tickets, fines/fees owed to the City, etc.).

Reimbursement Amount: The City of Geneva will reimburse eligible costs up to \$5,000.

Eligible Costs

Eligible costs are as follows:

- Cost of location, excavation and exposure of the house lateral sewer line and disconnection of footing tiles.
- Cost of new sump pump system, and associated electrical/ plumbing work needed.
- Cost of trenching and concrete floor repairs.
- Removal and replacement of interior walls and finishes. Replacements are reimbursed for comparable items only. No upgrades are permitted.
- Cost of grass seeding to restore disrupted grass/lawns.
- Televising of house lateral sewer.

The following costs are ineligible for reimbursement:

- Use of materials not meeting the requirements of the City of Geneva Code.

- Planting or replacement of new landscaping (bushes, trees, plants, sod) or hardscape (fences, walls, etc.).
- New electrical panels and/or upgrading the house electrical supply.

General Requirements

1. All work performed under this program shall meet all applicable requirements of the Building Codes of the City of Geneva, but not limited to, the Illinois Plumbing Code, National Electric Code and the International Building Code.
2. Any/all pumps must be connected to a dedicated electrical circuit.
3. All plumbing and electrical work must be performed by licensed and bonded contractors. Contractors will be required to provide a current copy of their State of Illinois License.
4. Reimbursement through this Program is limited to one time per property address.

NO WARRANTY OR GUARANTEE

The City's agreement as set forth in this policy is not and shall not constitute a warranty, promise or guarantee by the City regarding the workmanship, materials, methods, installation or liability to the property or contractor resulting with disconnecting the footing tile and installing a sump pump. It is merely an agreement by the City to reimburse a set amount for the disconnection of footing tile to aid in the reduction of ground water infiltration entering the sanitary sewer system.

City of Geneva
Footing Tile Separation Program
Instructions on How to Apply

1. Contact the Water & Wastewater Division at 630-232-1551 to schedule a preliminary inspection to ensure the property is eligible.

2. After being deemed eligible:
 - a. Solicit a plumbing contractor of your choice to televise the sanitary lateral sewer.
 - b. Schedule the televising of the sanitary lateral sewer by the plumber with the City Plumbing Inspector at 630-262-0280.
 - c. Solicit a plumbing contractor of your choice to obtain a proposal. Submit plumber's proposal to: "**Footing Tile Separation Program**" (1800 South Street Geneva, IL 60134), or email a copy of the plumber's proposal to: *bvangyseghem@geneva.il.us*.
 - d. After a review of the proposal by City staff, a second proposal may be required. Once acceptance of the proposal is given, property owner or plumber will apply for a Permit with the Building Division (see below for permit).
 - e. Property owner must 1) complete the General Information Form and 2) the Participation Agreement. Copies of both forms can be found below. Send both forms to the address above.

3. After the work has been inspected and approved, the property owner will need to pay the full amount to their contractor(s), then submit the following to the Public Works Department for reimbursement:
 - a. Completed Request for Reimbursement Form (see below).
 - b. Copy of paid & itemized invoice from the contractor(s) that performed the work.
 - c. Copy of a cancelled check (both sides), and/or a copy of a credit card receipt, indicating that the property owner has paid all contractor(s) as proof of payment in full.

4. Property owners will receive reimbursement approximately 3-4 weeks after all of the required paperwork is submitted, and approved, by the City. They will be notified when the reimbursement check is ready to be picked up at City Hall, and property owner must sign a Release Form when picking up their reimbursement check from City Hall.



CITY OF GENEVA
BUILDING DEPARTMENT
109 JAMES STREET
GENEVA, IL 60134
630/262.0280
pdf@geneva.il.us

For Office Use Only

PERMIT NUMBER _____

BIN NUMBER _____

APPLICATION FOR PERMIT

PROJECT ADDRESS

APPLICANT

Check here if applicant is property owner

Name _____

Address _____
City State Zip

Email _____ Phone _____

PROPERTY OWNER

Name _____

Address _____
City State Zip

Email _____ Phone _____

CONTRACTOR

Name _____

Address _____
City State Zip

Email _____ Phone _____

Roofing License _____ Plumbing License _____

BUILDING TYPE

- Residential
- Commercial
- Other

TYPE OF WORK - GENERAL

- Change of Tenant
- Remodel
- New construction
- Addition
- Demolition
- Other

TYPE OF WORK - SPECIFIC (Check all that apply)

- Driveway/Parking
- Sidewalk
- Basement/Attic
- Kitchen/Bath
- Replace Windows
- Roof/Siding
- Sign/Awning
- Irrigation System
- Fence
- Patio
- Shed
- Deck
- Electric
- Plumbing
- HVAC
- Other

DESCRIPTION OF WORK

Applications will not be accepted without supporting documentation, attach additional sheets and submit plans/drawings, plat of survey, etc. as needed to illustrate proposed work

HISTORIC PRESERVATION

Is subject property located in the Historic District or a Historic Landmark? Historic Preservation Commission review is required for exterior improvements.

Yes No

ZONING

What zoning district is the property located in? _____

Is the use permitted at this location? Yes No

Is a variance needed? Yes No

PROJECT COST

What is the estimated project cost? _____

I HEREBY CERTIFY THAT I AM THE OWNER OF RECORD OR THAT THE PROPOSED WORK IS AUTHORIZED BY THE OWNER OF RECORD; THAT I HAVE BEEN AUTHORIZED BY THE OWNER TO MAKE THIS APPLICATION AND TO SCHEDULE ALL NECESSARY INSPECTIONS AS AN AGENT, AND THAT I AGREE TO CONFORM TO ALL APPLICABLE CODES, LAWS, AND ORDINANCES OF THE CITY OF GENEVA.

Signature _____

Date _____

For Office Use Only

FEEES

ROUTING

Building Permit Fee _____
 Fire Department Fee _____
 Plumbing Fee _____
 Public Works Fee _____
 Tree Preservation Fee _____

Engineering _____
 Fire _____
 Electric _____
 City Engineer _____

Historic Preservation _____
 Tree Preservation Review _____
 Planning/Zoning _____
 First Inspection Services _____

TOTAL FEES _____

**City of Geneva
Footing Tile Separation Program
General Information**

Name: _____

Address: _____

Phone: (Home) _____ (Cell) _____

Email Address: _____

Property Owner Certification

I, _____ am the owner of the subject property and I certify that all of the information contained on this form is true and accurate.

Providing inaccurate information may result in a property being deemed ineligible for participation in the Program and subjects the owner to repayment of any reimbursement received.

Signature

Date

**FOOTING TILE SEPARATION PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT made on this ____ day of _____, 20__, between the **CITY OF GENEVA, an Illinois municipal corporation**, 22 S. First Street, Geneva, Illinois (hereinafter referred to as “City”) and _____ and _____ (Property Owner(s)) at _____ (address) in Geneva, Illinois (hereinafter referred to collectively as “Property Owner”).

WITNESSETH:

WHEREAS, Property Owner is the owner of the real property located at the address indicated above and such real property has footing tile connected to the sanitary sewer; and

WHEREAS, the City Council enacted Ordinance 2020-24 relating to a program to reduce ground water from entering the sanitary sewer system by separating the footing tile from the sanitary sewer system and such program provides, for the reimbursement to Property Owner for certain basin costs of upgrading their plumbing, a copy of said program is available at the City (hereinafter referred to as the “Program”); and

WHEREAS, the Property Owner desires to participate in said Program and the City and the Property Owner desire to enter into this Agreement governing the installation of plumbing improvements in the Property Owner’s real property and the City’s reimbursement of certain expenses relating thereto in accordance with the Program.

NOW, THEREFORE, in consideration of the above and the terms and conditions set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: The preamble paragraphs set forth above are hereby expressly made a part of and operative provisions of the Agreement as fully as if set forth at length in this Section 1.

Section 2: Definitions. The following terms shall have the following meaning when used in this Agreement unless the context clearly indicates a contrary meaning.

“Contractor” shall mean a contractor who has obtained the necessary licenses from the State of Illinois and permits from the City to do the work under the Program.

“Program” is the assistance program established by Ordinance 2020-xx providing for the reimbursement of certain expenditures related to plumbing improvements to help prevent sewage backup within the City.

“Proposal” shall mean a detailed, written bid for equipment, material and labor. Quantities shall be itemized.

“Guide Specifications” are the specifications and requirements for the plumbing work developed by the City.

“Permit” is the City permit which Property Owner must obtain before any improvements may be installed by a Contractor.

Section 3: City Approval. Prior to the installation of any plumbing facilities for which Property Owner is seeking reimbursement hereunder, the specific plans, including the Proposal, shall be submitted to the City for approval. No work shall be commenced until such City approval is obtained. If any such work is commenced without issuance of all applicable permits, Property Owner may not be eligible for reimbursement until such time as all permits are issued and appropriate final inspections completed and approved.

Section 4: City Installation. Property Owner agrees to install the approved plumbing facilities in accordance with the Program. Installation shall be performed according to the Guide Specifications. The time may be extended upon written request by Property Owner and written permission by the City if the work is delayed because of weather, unavailability of a Contractor or other factor beyond Property Owner’s control where Property Owner has exercised reasonable diligence to timely complete the installation of the facilities.

Section 5: Contract for Work. The contract for installation shall be signed based on the Proposal attached hereto and hereby made a part hereof. The contract for the installation shall be a contract between the Contractor and the Property Owner. The City shall not be a party to such contract and shall not be considered a third-party beneficiary to it.

Section 6: Permit Required. The installation of the plumbing and electric facilities will require a permit issued by the City.

Section 7: Inspections. The City must be notified so that it can inspect the plumbing and electric work as required in the Program Procedures.

Section 8: Reimbursement Items. The City will reimburse the items listed in the reimbursement guidelines included in the summary of the Program. In no event shall the amount of reimbursement exceed the Program's designated reimbursement amounts.

Section 9: Payment of Reimbursement. Reimbursement of eligible items at approved amounts will be made when all work is completed, inspected and approved by the City. To receive reimbursement, Property Owner must follow all requirements of this Participation Agreement and submit a signed claim on the Request for Reimbursement Form and Release at Exhibit "A" attached hereto.

Section 10: Property Owner's Responsibility. Once the plumbing work is completed, the following items are the responsibility of the Property Owner:

- (a) Restoration or replacement of shrubbery.
- (b) Correction of subsidence in the excavated area. Settling of excavated soils is common. The Property Owner will be responsible for any future filling and reseeding.
- (c) Future maintenance of sump pump & associated equipment, and all other related equipment and improvements. Like all equipment, this equipment and related items may require checking, service or repair in the future. The Property Owner is responsible for this future maintenance.

Or at such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

Section 14: Disconnection of Storm Water Sources. Property Owner must disconnect any/all storm water sources from the sanitary sewer system and must take all corrective action necessary to prevent the discharge of roof, sump pump, foundation, and other drainage into the sanitary sewer system. The Property Owner, by executing the Participation Agreement, certifies that there are no storm water connections to the sanitary sewer system. The provisions of this Section 14 shall survive the term of this Agreement and shall not expire on the reimbursement by the City to the Property Owner.

Section 15: Breach. If the Property Owner fails to comply with all requirements of the Agreement or to complete installation as provided in the Agreement, the City shall have no obligation to reimburse the Property Owner.

Section 16: Modification. Any modification of this Agreement shall be in writing and executed by each Party.

Section 17: Governing Law. The Parties agree that the laws of the State of Illinois shall govern the construction and implementation of this Agreement. Each Party specifically stipulates to venue in the City of Geneva, and County of Kane.

Section 18: Entire Agreement. This Agreement shall be binding on the parties, their assigns and successors. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the parties and supersede any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed as of the dates written below.

CITY OF GENEVA, an Illinois Municipal Corporation

By: _____
Witness

City of Geneva
Footing Tile Separation Program
Request for Reimbursement

Name: _____

Address: _____

Phone: (Home) _____ (Cell) _____

Email Address: _____

Date plumbing work was completed: _____

Plumbing permit number issued: _____

Plumbing contractor name: _____

Total reimbursement requested: \$ _____

Property Owner Certification

I, _____ am the owner of the subject property and I certify that all of the information contained on this form is true and accurate. Providing inaccurate information may result in a property being deemed ineligible for participation in the Program and subjects the owner to repayment of any subsidies received.

Signature

Date

Plumbing Contractor Certification

I, _____ of _____ certify that all work completed under this program has been performed in accordance with the Sanitary Sewer Service Lateral Program and all applicable City Codes.

Signature

Date

City Certification

As an authorized agent of the City of Geneva who administers the Footing Tile Separation Program, I certify that I have reviewed all the necessary paperwork associated with the above-mentioned application and permit and found them in compliance with the provisions of the Footing Tile Separation Program. Therefore, I recommend the reimbursement amount to be paid.

Signature

Date

STATE OF ILLINOIS)
)
COUNTY OF KANE) ss.

RELEASE

KNOW ALL MEN BY THESE PRESENTS that in consideration of _____
_____ (\$ _____) Dollars, in cash, to _____ of _____
_____, Geneva, Illinois 60134, in hand paid by The City of Geneva, an Illinois municipal
corporation (the "City"), 22 South First Street, Geneva, Illinois 60134, the receipt of which is
hereby acknowledged, the undersigned does hereby release and discharge the City, and its elected
and appointed officers, employees and agents (collectively, "City agents"), of and from all claims,
demands, causes of action, or suits at law or in equity, whether known or unknown, fixed or
contingent, liquidated or unliquidated, of which the undersigned may now have or ever have had
or may hereafter have for or because of any matter or thing done, omitted, or suffered to be done,
which claims arise out of, or are in any way related to any claims, demands, causes of action or
suits at law or in equity related to _____,
in the City of Geneva, Kane County, Illinois ("Real Estate").

This Release is given and taken in good faith and is a full and final Release applying to all unknown
and unanticipated claims arising out of or in any way related to the installation of the backwater
valve servicing the Real Estate above recited. The parties have participated jointly in the
negotiation and drafting of this Release. In the event any ambiguity or question of intent or
interpretation arises, the Release shall be construed as if drafted jointly by the parties, and no
presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the
authorship of all or any portion of this Release. This Release shall inure to the benefit of and be
binding on the undersigned and their respective predecessors, successors, heirs, assignees, and
transferees.

The undersigned represent that they have read this Release, understand this Release, and
enter into it of their own free choice and intending to be legally bound. This Release shall be
subject in all respects to and construed under and in accordance with the laws of the State of
Illinois.

WITNESS our hands and seals this ____ day of _____, 2020.

(signature)

Subscribed and sworn to before me
this ___ day of _____, 2020

Notary public