

**VILLAGE OF BROOKFIELD
FLOOD MITIGATION PROGRAM
PARTICIPATION AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on this _____ day of _____, 20____, between the VILLAGE OF BROOKFIELD, Cook County, Illinois, 8820 Brookfield Avenue, Brookfield, Illinois (hereinafter referred to as "Village"), and

_____ (name),

who reside at _____ (address),
Brookfield, Illinois (hereinafter referred to collectively as "Property Owner").

WHEREAS, the Village has adopted a program to protect below-grade areas in the Village, and such program provides for the reimbursement to Property Owner for certain basic costs of upgrading their plumbing in order to minimize sewage backflow, a copy of which Village of Brookfield Flood Mitigation Program is available at the Village;

WHEREAS, the Property Owner desires to participate in such Village of Brookfield Flood Mitigation Program; and

WHEREAS, the Village and the Property Owner desire to enter into this Agreement governing the installation of plumbing improvements in the Property Owner's home and the Village's reimbursement of certain expenses relating thereto in accordance with the Village of Brookfield Flood Mitigation 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: Preamble. The preamble paragraphs set forth above are hereby expressly made a part and operative provisions of this 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 Village to do work under the Village of Brookfield Flood Mitigation Program.

"Village of Brookfield Flood Mitigation Program" is the program for installation of Property Owner's plumbing improvements to mitigate sewage backup with the Village as established by the administrative program established, implemented and administered the Village of Brookfield staff.

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

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

Section 3: Village Approval. Prior to the installation of any plumbing facilities for which Property Owner requests reimbursement hereunder, the specific plans, including the Proposal, shall be submitted to the Village for approval in accordance with the Village of Brookfield Flood Mitigation Program. No work shall be commenced until such Village approval is obtained. If any such work is commenced without Village approval, Property Owner shall not be entitled to reimbursement for any work done prior to Village approval.

Section 4: Installation. Property Owner agrees to install the approved plumbing facilities in accordance with the Village of Brookfield Flood Mitigation Program.

Section 5: Contract for Work. The contract for installation shall be signed based on the Proposal which shall be 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 Village shall not be a party to such contract.

Section 6: Permit Required. All work will require a permit issued by the Village.

Section 7: Inspections. The Village must be notified on a timely basis so that it can inspect the work as required in the Village of Brookfield Flood Mitigation Program.

Section 8: Reimbursement Items. As established in the Village of Brookfield Flood Mitigation Program, the Village shall reimburse the Property Owner for the following:

1. Fifty percent (50%) cost sharing, up to a maximum of \$5,000.00, of the cost for installation of an overhead sewer system which can protect Property Owner’s basement from sewer back-up;
2. Fifty percent (50%) cost sharing, up to a maximum of \$4,000.00, of the cost for installation of a backflow-prevention valve with a bypass (new sump and sump pump in an underground vault) and associated plumbing and electrical work; or
3. Fifty percent (50%) cost sharing, up to a maximum of \$3,000.00, of the cost for installation of a backflow-prevention valve and associated plumbing work.

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 Village. To receive reimbursement, Property Owner must follow all requirements of this Agreement and the Village of Brookfield Flood Mitigation Program.

Section 10: Property Owner’s Responsibility. Once the plumbing work is completed, the following items will be the responsibility of the Property Owner:

1. Restoration or replacement of shrubbery;

2. Correction of subsidence in the excavated area. Settling of excavated soils is common. The Property Owner will be responsible for any future filling and reseeded; and
3. Future maintenance of sump pump, backflow valve, overhead sewer, associated electrical 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.

Section 11: Liability. The Village shall have no liability for any defective work or other damage, injury or loss on account of any act or omission of the Contractor in the performance of the work. The Property Owner must make any claim for such matters directly against the Contractor or Contractor's insurance carrier. Property Owner hereby agrees to indemnify and hold the Village harmless against any and all claims and further covenants not to sue the Village for any and all claims.

Section 12: Disclaimer. The Village of Brookfield Flood Mitigation Program is designed to substantially reduce the risk of sewage backups. However, there is always some risk of sewage backup as a result of unexpected sewer collapse, obstruction, power failure, extreme environmental conditions or other unforeseen factors. Proper operation of foundation drains is necessary to prevent seepage of ground water through walls below grade. Existing foundation drains will not be tested for proper operation in the Village of Brookfield Flood Mitigation Program. The Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

In addition, reliable continuous functioning of Property Owner's sump/ejector pump(s) is necessary for overhead sewers, backflow prevention valves and foundation drains to function properly. The Property Owner has the responsibility to check the operation of the pumps regularly. The Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary. It is recommended that the Property Owner install a battery backup system to provide protection in the event of power failure.

Section 13: Notices. All notices, requests and demands shall be in writing and shall be transmitted by e-mail to the Village at permits@brookfieldil.gov. The Property owner shall provide contact information to the Village pursuant to the Village of Brookfield Flood Mitigation Program.

Section 14: Disconnection of Downspouts. Property Owner must disconnect any downspouts and footing sump pumps from the Village's combined sewer system and must take all corrective action necessary to prevent the discharge of roof drainage and footing sump pump discharge into the Village's combined sewer system, unless an exemption is obtained from the Village in accordance with its ordinance.

Section 15: Breach. If the Property Owner fails to comply with all requirements of this Agreement or the Village of Brookfield Flood Mitigation Program, the Village shall have no obligation to reimburse the Property Owner.

Section 16: Entire Agreement. This Agreement shall be binding on the parties, their successors and assigns. 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 date written below.

**VILLAGE OF BROOKFIELD,
an Illinois Municipal Corporation**

By: _____
Village President

ATTEST:

By: _____
Village Clerk

PROPERTY OWNER

Print Name: _____

Signature: _____

Date: _____