



MAUMEE SEWER LATERAL AND CLEAN WATER CONNECTION AGREEMENT

I(We)(hereinafter referred to as Owner) hereby agree to enter into the Sanitary Sewer Lateral Replacement Program and Inspection Program which provides for City funded replacement of sewer laterals based upon income qualifications and possible funding for correction of other clean water connections that may exist on my property. I (We) authorize or have authorized the City of Maumee to perform an inspection of the sanitary sewer laterals and any clean water connections, floor drains, perimeter drains or other inlets at my property. This agreement also is authorization and consent for the City of Maumee employees, agents or contractors to enter onto my property for the limited purpose of inspection and after the inspection is completed to perform repairs or replacement of sanitary sewer laterals, and correct other clean water connections. Owner grants the City of Maumee, its employees or contractors a temporary work easement for any necessary repairs or replacement of sewer laterals and for correcting other clean water connections to the sanitary sewer system. I warrant that I will read the following Agreement carefully. I understand that I am bound by all the terms of this agreement.

For purposes of this agreement, clean water connection means any connection on my property which may allow rainwater, storm water, tap water or other clean water to enter the Maumee sanitary sewer system. This includes sump pumps, downspouts, drains and other piping. I also acknowledge that entry onto my property is necessary by Maumee employees, agents or contractors for these inspections and repairs and that the inspectors are only inspecting my sanitary sewer laterals and clean water connections. If an inspector observes illegal activity on my property, the inspector may be required by law to report the same, but the purpose of this inspection is not to seek out any illegal activity or other violations of law.

Scope of Inspection

The scope of this inspection is limited to the sanitary sewer lateral and the identification of any system or component which may be allowing clean water or storm water to enter the Maumee sanitary sewer system from your private system. Most inspections of the lateral and components will occur from within your home, however, the sanitary sewer lateral *may* be inspected from the exterior of the residence through an accessible cleanout or by entering the lateral from the sewer main line. Some components of the inspection may also require smoke or dye testing. If you will not be present during the inspection, please let the City know who will be present to authorize entry into any structures on the property if necessary.

Outside the Scope of Inspection

Any area, item, or system which is concealed or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other obstruction.

The Inspection does not include any destructive testing or dismantling. Owner agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. Owner acknowledges the City of Maumee is performing a sanitary sewer lateral inspection and related clean water connections to the sanitary sewer and not inspecting for other issues including environmental or structural issues. The inspection is not intended to detect, identify or disclose any health or environmental concerns regarding the building (s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, animals, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Building code or zoning ordinance violations or compliance with current code requirements.
- Geological stability or soils conditions.
- Structural stability or engineering analysis.
- Termites, pests or other wood destroying organisms and related damage (unless requested).
- Asbestos, mold, fungi, bio-organic growth, radon (unless requested), formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazards.
- Building value appraisal or repair cost estimates and methods.
- Adequacy, strength or efficiency of any system or component and causes of any deficiencies.

This is not a home warranty, guarantee, or insurance policy. The City is not responsible for conditions that develop or are discovered after the Inspection or repairs or replacements set forth herein.

Scope of replacement or repairs of sewer laterals and clean water connections

The required repairs to Owner's property may consist of the following or a combination of the following:

1. Sewer lateral lining
2. Sewer lateral excavation
3. Installation of a cleanout
4. Installation of a sump pump
5. Correction of drainage connections to the sanitary sewer system

Eligible repairs or replacement of sanitary sewer laterals or corrections of clean water connections will be performed by the City of Maumee, its employees, agents or its contractors, one time, for eligible property owners under this program. Sewer lateral lining and/or replacement will take place in designated areas of the City and will require cooperation of

property owners in these areas to coordinate the lining projects and may require expedited inspections of properties not already inspected. Owner will be responsible for all repairs or replacement of sewer laterals in the future. Initial restoration of the lawn area will be performed by the City or its agents if necessary., however, continued maintenance will be the responsibility of the owner..

Report

The inspection report is solely and exclusively for Maumee's own information to determine needed repairs or replacement or correction of sewer laterals and clean water connections and may not be relied upon by any other person. Owner acknowledges and agrees that the inspection report would be considered a public record and may be available for review at a later date. Owner also acknowledges and agrees that this inspection is required for purposes of eligibility for any funding which the Owner may be eligible for through the City of Maumee.

Costs

Owner acknowledges all of the following:

- There will be no cost for the inspection.
- Necessary correction of clean water connections will be paid from grants or loans from the City of Maumee if Owner is eligible for the same, upon request *and* if the funds are available for such use.
- Necessary repairs or replacement of sanitary sewer laterals will be included in the scope of City of Maumee sanitary sewer projects.
 - Owner request of grant or loan is not necessary unless owner chooses to replace/repair lateral prior to city replacement schedule. The owner may request grant funds and as funds are available for such use.
- Lateral lining or replacement funding may be limited depending on household income and length of lateral.
- Owner will provide commitment to complete all work not paid for by grant or loan program.
- In the event Owner fails to follow through with allowing repairs or fails to provide required information, Owner will be assessed for the cost of the lateral repair and will lose the ability to obtain other grants from the City.
- Owner understands that eligibility is based upon income and that full and/or partial grants may not be available for some property owners.
- Owner understands that delays in signing up for the grant program may reduce the amount of the grant.
- Owner understands that the provision of the inspection, provision of grants and loans from City of Maumee funds and any other use of City resources is subject to approval by the State Auditor or other governmental agencies.
 - Future City Councils could eliminate grant or funding programs.
 - If the State Auditor makes a determination that the use of Maumee funds, grants or provision of City resources was improper for the purposes set forth herein, the

Auditor or other state agency may require reimbursement of funds from City officials and /or Owner.

- The City of Maumee is taking steps to try to eliminate any of these related issues with City funds or resources and cannot guarantee what a State Auditor or other agency will or may determine as to these expenditures.
- There is no warranty provided by the City of Maumee for the work performed or repairs undertaken by the City of Maumee or by contractors hired by the Owner.
- Future repairs of sewer laterals on private property after this program ends will be the responsibility of the property owner.

Severability

Owner and Maumee agree that should a Court of Competent Jurisdiction determine and declare that any portion of this agreement is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

Integration

This Agreement contains the entire integrated agreement of the parties hereto and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to this subject matter. No changes or modifications of this agreement are enforceable unless agreed to in writing signed by both parties.

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Commitment

By signing this Agreement, Owner: (a) warrants that this Agreement has been read carefully; (b) agrees that the Terms and Conditions of this Agreement are binding; and (c) acknowledges that any questions regarding the scope of the Inspection or the Terms and Conditions of this Agreement have been answered to Owner's satisfaction.

OWNER _____ certifies that I (We) am/are the property owner of the property located at _____ (print address of property), City of Maumee and am/are authorized to sign this agreement. I further certify that all owners and spouses of owners of the property are listed below and are required to sign this agreement. If my property is in trust, the trustee must sign this agreement. If the property is in an LLC, an authorized member of the LLC must sign this form. The applicant certifies that all information in this agreement, and all information furnished in support of this agreement, is given for the purpose of the City of Maumee replacing a sanitary sewer service lateral and/or correcting clean water connections and is true and complete to the best of the applicant's knowledge and belief. City funded replacement of sewer laterals on private property and correction of clean water connections is contingent on full and complete consent of the property owner. I (We) hereby grant consent to the City of Maumee (City) for inspection of the sanitary sewer laterals and clean water connections for the above-listed property. I commit to complete all internal repairs outlined in my inspection report within one year of said inspection, regardless of availability of city funds. I (We) further consent to the entry onto my premises for the inspection and consent to any additional entry onto my property for purposes of performing repairs by the City of Maumee, its employees, agents or its contractors. I (We) further grant the City of Maumee, its employees or its contractors a temporary easement for the purpose of performing this work on my (Our) property. I (We) understand that this agreement is necessary for purposes of my eligibility for funds provided by Maumee for the one-time repair, replacement or correction of sewer laterals and/or other clean water connections on my property. Verification of any of the information contained in this application may be obtained from any source named herein.

Property Owner
Signature

Property Owner
Printed name
Contact information:

Phone: _____

Email: _____

NOTICE: Remember that any clean water connection to the sanitary sewer system is prohibited by law not only by Maumee but by the EPA in every community. The work being performed is intended to remove or eliminate infiltration of water into sewer laterals and eliminate all other clean water connections to the sanitary sewer. If you become aware that a clean water connection to the sanitary sewer still exists on your property, please let us know. Property owners or contractors who make connections or reconnections of sump pumps or other clean water connections to the sanitary sewer face significant penalties and could be cited into court to face criminal sanctions as determined by the court. Our goal is to prevent further discharges of any sewage into the Maumee River and avoid expending large sums of money to build tanks and avoid paying money to treat clean water. Your cooperation helps lower the long-term cost for sewage treatment in Maumee and helps protect the environment.