

## **BASEMENT BACKFLOW PREVENTION AGREEMENT**

This Agreement (“Agreement”), is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ \_\_, (“Effective Date”) by and between the City of Philadelphia acting through its Water Department (the “City”) and **PROPERTY OWNER, ADDRESS, Philadelphia, PA 191XX**, (“Property Owner”)(collectively, the “Parties”).

### **WITNESSETH**

**WHEREAS**, the Philadelphia Water Department Regulations were amended, effective July 1, 2007, to allow the City to create and implement the Basement Backflow Prevention Program (“Program”);

**WHEREAS**, the purpose of the Program is to prevent water from City sewer system from backing-up into basements by installing a backflow prevention device (“Device”);

**WHEREAS**, the Property Owner has granted the City or City’s contractor(s) authorization to inspect the Property Owner’s basement and rear/sidewalk rain leaders to develop a plan to mitigate future basement flooding;

**WHEREAS**, the City has agreed to pay all costs directly related to the purchase and installation of the Device that is installed pursuant to the Program; and

**WHEREAS**, the Property Owner will assume full ownership of the Device following installation by the City or City’s contractor(s) and will perform any and all work necessary to ensure that the Device is properly maintained.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual promises expressed in this document and intending to be legally bound, the parties agree as follows:

1. The City agrees to pay the costs related to the installation of the City-approved Device on the property located at **ADDRESS, Philadelphia, PA 191XX** (“Property”). Property Owner agrees that any Device installed on the Property will conform to the Scope of Work as prepared by **Plumber**, numbered **NUMBER**. The City only agrees to pay the costs relating to the Device and its installation as specified in the Scope of Work. A copy of the Scope of Work and an explanation of the Device and how it works are attached hereto and incorporated herein.

2. Property Owner acknowledges that the use of the Device during wet weather events **may result in limitations on the use of the fixtures** on which the Device is installed (“Limitations”). Property owner agrees to all Limitations contained in the Scope of Work.

3. Property Owner agrees that the City or its contractor(s), in their sole discretion, may determine that modifications to the Property’s rear and/or sidewalk rain leaders or installation of new connections (allowing rainwater to overflow when the main drain is under

pressure due to an intense wet weather event) is in the best interest of preventing future basement backups. The Property Owner agrees to any and all modifications to the Property's rear and/or sidewalk rain leaders or to any new connections that are detailed in the Scope of Work.

4. Property Owner agrees that if any floor drains are found to exist in the basement, those floor drains will be plugged prior to installation of the Device.

5. Property Owner agrees that upon installation of the Device, ownership of the Device passes entirely to Property Owner. The City retains absolutely no ownership interest in the Device.

6. Property Owner agrees to be fully and solely responsible for the maintenance, operation, repair, replacement, testing, and upkeep of the Device. By signing this Agreement, Property Owner releases the City from any and all responsibility or costs relating to the maintenance, operation, repair, replacement, testing, and upkeep of the Device.

7. Property Owner agrees to release the City from and assume all responsibility for any losses, damages, injuries (including death), demands, claims, actions, or debts based upon or arising from participation in the Program. Property Owner acknowledges that this release includes assumption of liability for potential damage to other persons, including neighboring properties.

8. Property Owner, intending to be legally bound, covenants and agrees that Property Owner does hereby remise, release, and forever discharge the City from and against any and all demands, claims, actions, or debts based upon or arising from participation in the Program, including, but not limited to, any failure of the Device and any issues that arise or are a result of the installation of the Device.

9. Property Owner further agrees to indemnify, defend and hold harmless the City, its officers, employees, contractors and agents, from and against any and all losses, costs and expenses and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from any injury or damage that occurs on or after the date that this Agreement takes effect, including, but not limited to, those in connection with the loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, Property Owner's default under this Agreement, any infringement or violation of any proprietary right and any other breach of the Agreement. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to the parties including without limitation, the City's statutory defenses and/or immunities. This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of this Agreement.

10. This Agreement represents the entire agreement between the Parties and shall not be modified in any manner except as agreed upon in writing by both Parties.

11. In the event of a conflict or inconsistency between the terms of the Agreement and any term, condition or provision contained in any exhibit hereto, or any attachment to such exhibit, the terms of this Agreement shall control.

12. Property Owner specifically acknowledges that Property Owner has read and understands the terms and conditions contained in this Agreement and acknowledges that by executing the Agreement, Property Owner shall be legally bound by all of the terms of this Agreement.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the City of Philadelphia by its **Deputy Commissioner of Environmental Policy and Planning**, and the Property Owner, have caused this Agreement to be duly executed as of the date first above written.

**APPROVED AS TO FORM**

**FOR THE CITY OF PHILADELPHIA**

Shelley R. Smith.  
City Solicitor

By: \_\_\_\_\_  
Ji Y. Jun  
Assistant City Solicitor

By: \_\_\_\_\_  
David A. Katz  
Deputy Commissioner,  
Environmental Policy and Planning

**PROPERTY OWNER**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DRIVER'S LICENSE #