

**SANITARY SEWER SERVICE LATERAL  
LINING & GROUTING PROGRAM  
PARTICIPATION AGREEMENT**

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THIS AGREEMENT made on this 5<sup>th</sup> day of November, 2025 between the CITY OF GENEVA, an Illinois municipal corporation, 22 S. First Street, Geneva, Illinois (hereinafter referred to as "City") and David + Nicole Horvath and \_\_\_\_\_ (Property Owner(s)) at 24 Crissey Ave Geneva, IL 60134 (address) in Geneva, Illinois (hereinafter referred to collectively as "Property Owner").

**WITNESSETH:**

**WHEREAS**, Property Owner is the owner of a building located at the address indicated above and such building sanitary sewer service lateral is allowing ground water infiltration into the City's sanitary sewer system, in the past; and

**WHEREAS**, the City Council enacted Ordinance 2020-24 relating to a program to provide assistance to the Property Owner of certain basic costs of rehabilitating their sanitary sewer service lateral by lining and/or grouting their sanitary sewer service lateral in order to minimize ground water infiltration into the City's sewer system, a copy of which 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 desires 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 liner and/or grout will require a permit issued by the City.

**Section 7: Inspections.** The City must be notified so that it can inspect the 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 sanitary sewer service lateral as described in

Maintenance, Repair and Replacement of Service Lines in Title 9 Chapter 3 of the Geneva Municipal Code and all other related equipment and improvements.

**Section 11: Liability.** The City 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 City harmless against any and all claims and further covenants not to sue the City for any and all claims. The provisions of this Section 11 shall survive the term of this Agreement and shall not expire with the payment of any reimbursement by the City to the Property Owner.

**Section 12: Disclaimer.** The Program is designed to substantially reduce or eliminate ground water infiltration to the city sanitary sewer. The Property Owner has the responsibility for all future maintenance and any corrective work that may become necessary.

**Section 13: Notices.** Unless otherwise notified in writing, all notices, requests and demands shall be made in writing and shall be personally delivered to, or mailed by United States Certified mail, postage prepaid and return receipt requested, or electronically (email) as follow:

For the City: Superintendent of Water & Wastewater  
City of Geneva Public Works  
1800 South Street  
Geneva, Illinois 60134  
(Email): [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us)

For the Property Owner:

Name: David + Nicole Hopkins  
Address: 24 Crissey Ave  
Geneva, IL 60134  
Phone:  
Email:

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  \_\_\_\_\_