

**Agreement to participate in the City of Greenville, Ohio's
Foundation Drain Disconnect Program**

THIS AGREEMENT is made and entered into this _____ day of _____,
20____, by, between and among the **CITY OF GREENVILLE, OHIO**, a municipality organized
under the Laws of the State of Ohio ("City") and _____
_____, of _____,
Greenville, Ohio ("Homeowner," whether one or more than one).

RECITALS

- A. City operates a Foundation Drain Disconnect Program, Resolution 05-68, (the "Program")
whereby homeowners within the City of Greenville, Ohio, may receive a sum not to exceed
THREE THOUSAND DOLLARS AND NO 00/100 (\$3,000.00), in connection with payment
of some or all the costs incurred by the Homeowner in disconnecting foundation drainage
systems situated in the City of Greenville from the City's sewerage system(s) and, the
installation of back-flow prevention devices and/or overhead plumbing (the "Devices");
- B. Homeowner owns real property situated at _____
Greenville, Ohio (the "Property"); and,
- C. Homeowner hereby elects to participate in the Program to benefit the Property; and, in so
doing, does hereby agree to the Stipulations and Agreements set forth hereinafter.

STIPULATIONS AND AGREEMENTS

- 1. Homeowner shall cause the foundation drainage system currently installed at the Property
to be disconnected and to have installed the Devices as follows:

_____.

2. Homeowner shall contract with a licensed, qualified plumber to cause the relevant foundation drain system to be removed and the above-described Devices to be installed.
3. In connection with the foregoing, Homeowner shall permanently disconnect from direct connection to City's sewerage system(s): (a) the Property's downspouts; (b) foundation drains; (c) exterior drains; and (d) any sump pump(s) which collect and discharge surface and/or ground water (the "Foundation Drain Systems").
4. The Devices shall be installed in strict compliance with the City's specifications and local plumbing codes and regulations.
5. At such time as the Foundation Drain Systems are removed, and the Devices are fully installed, Homeowner shall contact the City (548-3530) to arrange for relevant inspection of the Property and the Devices.
6. Upon completion of the inspection referenced above, Homeowner shall present to City such invoice(s) as received and incurred by the Homeowner in connection with removal of the Foundation Drain Systems and installation of the Devices.
7. Upon the City's sole determination that the Foundation Drain Systems have been properly removed and the Devices properly installed, the City shall, within thirty (30) days thereafter pay to Homeowner, the lesser of the amount of the invoice(s) referred to in paragraph (6.) above, or the sum of THREE THOUSAND DOLLARS AND NO 00/100 (\$3,000.00). It shall be the Homeowner's sole and personal responsibility to pay the plumber and any and all contractor(s) with which the Homeowner contracted to provide services in connection with the removal of the Foundation Drainage Systems and the installation of the Devices; however, if expressly requested by the Homeowner, the City's payment hereunder shall be issued in the joint names of the Homeowner and the Contractor(s).

8. By executing this Agreement, Homeowner does, for Homeowner, Homeowner's heirs, executors, administrators, successors and assigns, forever discharge the City, its employees, agents, representatives and officers, from all past, present or future claims, demands, actions, causes of action, suits, damages, losses and/or expenses of any kind, nature or amount, by virtue of the existence and removal of the Foundation Drain Systems and the installation of the Devices.

9. Homeowner expressly acknowledges that: (a) Homeowner has received copies of the operations and maintenance manuals for the Devices; (b) that Homeowner has read and understands the same; (c) that Homeowner is especially aware of and understands the limitations on the Devices caused by the installation, operation and connection of washing machines and exterior drains and foundation drains; (d) that Homeowner further expressly recognizes the possibility that backwater and ball valve and sump pump installations may protrude from the basement floor; (e) that Homeowner further expressly recognizes that groundwater seepage may occur around valve extensions or other devices if the related building is situated in an area with high groundwater content; and (f) that proper maintenance of the Devices is essential to the proper function of the Devices.

IN WITNESS WHEREOF, City and Homeowner have executed this Agreement on the
date first set forth above.

CITY OF GREENVILLE, OHIO ("City")

By _____

_____ Its _____

HOMEOWNER

(Signature)

(Printed name)

(Signature)

(Printed name)

Homeowner's Contact Telephone Numbers:

(Home)

(Work)

(Cell)