



## Building Sewer Connection Reimbursement Agreement

On (date) \_\_\_\_\_ officials from the Town of Berryville (TOWN) inspected the building sewer at \_\_\_\_\_ (PROPERTY) and confirmed that a connection to the building sewer was transmitting surface or ground water into the TOWN’s wastewater collection system.

The TOWN determined that the work enumerated on the attached scope of work (SCOPE) must be completed to bring the property into compliance with §17-37(g) of the Berryville Code.

The property owner (OWNER) agrees that he/she will:

- obtain a plumbing permit (as required) to authorize the work enumerated in the SCOPE to be completed,
- complete the work in accordance with TOWN requirements and in compliance with applicable building/plumbing codes requirements,
- secure inspections from both the Clarke County Building Official (as required) and the TOWN once work has been completed,
- provide the TOWN with documentation of cost of work to be completed and that all such invoices have been paid in full,
- complete all work, request inspections, and provide all required documentation before \_\_\_\_\_, and
- will not at any time in the future make a connection on the PROPERTY that transmits surface or ground water into the TOWN’s wastewater treatment system.

If the work enumerated in the SCOPE is completed and passes inspection by both the TOWN and the Clarke County Building Official (as required), then the TOWN agrees that it will reimburse the OWNER for up to \$ \_\_\_\_\_ of the cost of the documented work required to bring the PROPERTY into compliance with §17-37(g) of the Berryville Code. The TOWN agrees to provide such reimbursement by check within 30 days of the OWNER’s compliance with the terms of this AGREEMENT.

The TOWN further agrees that if the OWNER complies with the terms of this AGREEMENT, it will not pursue action against the OWNER for past violations of §17-37(g) of the Berryville Code.

The TOWN reserves the right to terminate this reimbursement program at any time; however, should the program be terminated, the TOWN will reimburse OWNER for any work done in accordance with this AGREEMENT prior to notice of program termination being provided to the OWNER. Notwithstanding the terms of this agreement, no reimbursements will be made after December 15, 2022.

AGREED:

TOWN

OWNER

\_\_\_\_\_  
Keith R. Dalton, Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OWNER’s execution of this AGREEMENT in no way constitutes an admission that they have knowingly violated §17-37(g) of the Berryville Code by transmitting ground or surface water into the TOWN’s wastewater collection system.