

**User's Agreement**

Account Number \_\_\_\_\_ PPN \_\_\_\_\_

Landowner \_\_\_\_\_

Service Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Cell ( \_\_\_\_\_ ) \_\_\_\_\_

Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Multi-Family \_\_\_\_\_

\$ 2,000 (New Construction)

Tap Fee: Capital Recovery Fee \$ 4,000.00 +( E.D.U. \_\_\_\_\_ X \$ 1,000 (Existing)) = \$ \_\_\_\_\_

Grinder Pump Equipment Fee: \$ \_\_\_\_\_ Line over 200' (\$7.50 x \_\_\_\_\_ ) \_\_\_\_\_ Total Fee \$ \_\_\_\_\_  
(Existing Only)

Paid \_\_\_\_\_ Date \_\_\_\_\_ Or Assessed to Taxes \_\_\_\_\_ Initialed \_\_\_\_\_

**Terms & Conditions**

This Sewer User's Agreement ("Agreement") is made and entered into on the date this Agreement is signed by the Lorain County Rural Wastewater District ("LORCO") and the Owner. By the terms of this agreement, LORCO will provide sewer service to Owner, and Owner will pay for such service according to the terms in this agreement and shall further abide by the policies and procedures adopted by LORCO relating to such service.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, whether expressly set forth herein or not, receipt of which is hereby acknowledged, the parties agree as follows:

**Election and Designation of Notice.** The parties agree that all notice provisions contained in this agreement are accepted and deemed delivered when sent by U.S Mail to the billing address provided by Owner on this Agreement. This designation will be the official "Notice Address" for the parties and also the method of any notice required under this agreement. In the event either party changes their respective notice address or contact information as set forth above, such party shall have the obligation to provide written notice to the other of such change, and thereafter the notice address shall be amended accordingly.

**I. Obligations of LORCO; Utility Service to be Provided**

**A.** Upon Owner's payment of tap fees as required, LORCO agrees to provide sewer service to Owner at the service address listed above at the rates currently existing and thereafter as may be modified by LORCO pursuant to its authority. Such service shall include the installation and maintenance of a grinder pump on the premises of customer and shall begin within seven days of the initial payment by Owner as provided for herein, the execution of this Agreement by LORCO and Owner, and the system becoming operational. Whenever possible and practicable, LORCO shall provide notice to Owner of its intent to enter Owner's property for maintenance, inspection and repair purposes.

**B.** LORCO will send a billing statement on a monthly basis to the billing address listed above.

**II. Obligation of Owner.**

**A.** Owner agrees to pay and be responsible for payment of sewer service delivered to the service address regardless of the party or parties using or consuming the sewer service being supplied.

**B.** Owner agrees to pay LORCO in accordance with the schedule of rates as now established or as may be revised. The Owner acknowledges that there is a minimum charge for sewer service that must be paid by the Owner regardless of whether the amount used is less than the minimum amount established by the rate schedule. The Owner acknowledges receipt of the rate schedule.

**C.** Owner shall install as necessary, at Owner's expense, service line(s) suitable for connection with LORCO's distribution line(s) at such point(s) of connection as is consistent with the policies of LORCO.

**D.** Owner shall, at Owner's expense, comply with LORCO's back flow and cross-connection program according to the specifications provided by LORCO and in a timely manner as determined by LORCO in its sole discretion.

**E.** Owner shall permit LORCO, its agents and representatives, full access to the premises being serviced pursuant to this agreement, including but not limited to the meter vault, sewer service line(s), grinder pump and property adjacent and connected thereto for purposes of inspection, repair, removal of fixtures and equipment, testing, maintenance, monitoring or any other lawful purpose relating to the services provided by LORCO. Owner agrees that LORCO may enter onto Owner's property outside the easement area where the sanitary sewer line is located for the purpose of maintenance, repair and replacement of the grinder pump, valves, vault and fittings appurtenant thereto. Provided however, LORCO shall limit its ingress and egress to the grinder pump, vault, valves and fitting to the minimum area necessary for access and to perform its work and shall, upon completion of such work, return the property to the condition existing before the work was started.

**F.** Owner shall comply with all policies, rules and regulations of LORCO, regardless of date of adoption, relating to the use and consumption of sewer service supplied to Owner by LORCO pursuant to this Agreement.

III. Late Payments/Fees

A late payment fee shall be assessed on any account that is not paid by the due date. The late fee shall be as currently set by LORCO or as may be adjusted or modified in its sole discretion and no notice of such change or modification to Owner shall be required.

IV. Notice of Delinquency

If the Owner fails to pay his account by the due date stated on the billing statement, LORCO shall provide Owner a Notice of Delinquency. This Notice shall state the balance owed for sewer services, late payment fees and other charges. Following such notice, LORCO shall certify the amount owed to the County Auditor for property lien purposes and such other remedies as permitted under law.

V. Dispute Resolution

The parties agree that in the event Owner receives a Notice of Delinquency and disputes the amount or the notice, Owner shall have 5 days from date of the notice to request an opportunity to meet with the Executive Director or a designee to resolve the dispute. The request can be verbally or in writing. Upon request, a meeting shall be provided and held as soon as possible and before the amount is certified to the County Auditor. The meeting shall provide the Owner a fair and reasonable opportunity to resolve the dispute. The Executive Director or designee shall make a decision on the disputed issue(s) within one business day of the meeting and provide notice to Owner of that decision in the manner or method proscribed in this Agreement.<sup>3</sup>

VI. Interruption of Sewer Services

Emergency Shut Off/Repairs. If shut off of services are required due to an emergency, such shut off shall proceed as required under the circumstances existing. If possible and practicable, notice of shut off shall be given to Owner or occupant at the service address affected by such shut off. LORCO will make reasonable attempts to notify consumers of any temporary interruption of sewer services.

VII. Interpretation and Authority

**A.** This Agreement constitutes the complete and exclusive agreement of the Parties and supersedes any and all written or oral agreements between the Parties. Provided however, the parties agree that the policies and procedures promulgated and adopted by LORCO are incorporated in this agreement by stipulation and without further notice, including future policies and procedures and amendments, revisions, and modifications of the same.

**B.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, such provision shall be of no force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and this Agreement shall remain in full force and effect.

**C.** This Agreement is entered into for the mutual benefit of the LORCO and Owner and no individual shall be considered an incidental or intended third party beneficiary to this Agreement. In no instance shall this agreement be construed and intended for the benefit of an occupant of the service address other than the Owner.

**D.** This Agreement is **non-assignable** by Owner.

\_\_\_\_\_  
User (Signature)

\_\_\_\_\_  
LORCO Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date