

Form 812 — User's Agreement

LORCO Rural Wastewater District
22898 West Road, PO Box 158
Wellington, Ohio 44090

Avon Lake Office 440.933.0388
Wellington Office 440.647.4882

Account Number _____ PPN _____

Landowner _____

Service Address _____

Billing Address _____

Telephone: _____ Email: _____ Cell: _____

Gravity Connection: Low Pressure Force Main: Grinder Serial #: _____ Installed: _____

Residential _____ Commercial _____ Industrial _____ Multi-Family _____

Tap Fee: \$ 8,000.00 Additional fee(s): \$ _____ for: _____

Amount Paid \$ _____ Date _____

and/or

Amount Assessed \$ _____ Initialed _____ Date _____

(Annual Assessment \$ _____ x 20 Years)

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 grants permission to the Owner to connect (as set forth below) into an existing sanitary sewer that fronts the parcel of land at the service address listed above, and upon approved connection to provide sewer service at the sewer rates currently existing and thereafter as may be modified by LORCO pursuant to its authority. The Owner shall be responsible for performing the sewer connection (tap) if one does not already exist, lateral installation under the road (if applicable), providing a cleanout or grinder crock installation at the public right-of-way, and continuing the sanitary sewer lateral piping to the building for connection. The Owner shall be responsible for providing and maintaining a leak free sanitary lateral and connection to the LORCO sewer system. No sanitary sewage leakage out of and/or storm water infiltration into the Owner's lateral/connection shall be permitted. All of the foregoing will require inspection by LORCO for compliance to design requirements and LORCO Standards. Sanitary sewer service will be accomplished in one (1) of two (2) ways: conventional gravity system OR, due to local terrain constraints, a low-pressure force main (LPFM). If the required sewer connection is to an LPFM, as part of the agreement, LORCO shall provide the Owner an E-One grinder crock/pump, DH071-93 standard model, control panel & power cable, and appurtenances for Owner's installation, at the Owner's expense, of the (LPFM) grinder system. The LPFM system will be available for pickup by the property Owner or his representative agent within seven days of payment by Owner as provided for herein, the execution of this Agreement by LORCO and Owner. The location of the LPFM system for pick up is 201 Miller Road, Avon Lake, Ohio 44012-1004 (phone 440-933-6226 to schedule pick up time). 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. Connection(s) of any storm water drains, footers, pipes, sump pump(s), conduits, downspouts is strictly forbidden and subject to fine(s) and/or legal action.

C. LORCO will send a billing statement on a monthly basis to the billing address listed above based upon monthly water usage certified by Rural Lorain County Water Authority (RLCWA). In the event that there is low or no water usage, a minimum monthly sewer rate of \$51.50 (07/2020) will be applied for between zero usage up to 2000 gallons of water usage. Monthly rates for sewer service are reviewed and adjusted periodically by LORCO.

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 made by the Owner with LORCO's collection system 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 regional sewer program according to the rules, regulations, and 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 and/or inside the premises being serviced pursuant to this agreement, including but not limited to the sewer service line, cleanouts(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 (including illegal storm water connections) provided by LORCO. Owner of property serviced by a grinder pump 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, inspection, and/or 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 fittings 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.

- G. LPFM grinder systems installed outside of public right-of-way, on private property, other than Phase 1 and 1A homes (circa 2013), and for homes located greater than two-hundred (200) feet from right-of-way, shall be considered "Private Grinder Systems." The repair, replacement, rebuilding, and/or servicing of all Private Grinder Systems, and all costs thereof, shall be the responsibility of the Owner. The Owner installs the E-One grinder which has a factory warranty of two (2) years from date of installation. E-One approved repair facility, AKE Environmental, Cleveland, Ohio 24-365 emergency hot line; 440-232-0042.
- H. The LORCO sewer system phase 1/1A original intent was not to provide sanitary service to basements but a solution to failing private septic systems in the area. Should an Owner desire to install sewer service to a basement and/or install a sewer lateral back water valve, they shall do so at their own risk. LORCO assumes no responsibility for these or for any form of illegal storm water connection to their system.
- I. Upon successful installation of the new sanitary sewer lateral and appurtenances by the Owner, and LORCO's acceptance of the installation, LORCO shall be granted ownership and maintenance responsibility of that portion of the new service beginning at its connection to the sanitary sewer main to a point two feet (2') before the public right-of-way and will include its terminus at the location of either the gravity lateral clean-out or grinder pump crock.
- J. LORCO provides the E-One system for normal installation within the public right-of-way. If the Owner so desires for their particular application to locate the grinder crock/pump system under the condition of Item (G), and/or the standard invert depth of 34" must be deeper for the Owner's site-specific application, the Owner is responsible to contact EONE to determine cost and availability of deeper invert options (53", 84", 89", 118" & 120"). LORCO will not provide credit for the additional costs incurred to deepen the grinder crock's invert.
- K. All new home/building construction shall require a construction site plan prepared by a Registered Professional Surveyor, licensed in the State of Ohio be reviewed and approved by LORCO prior to signing this agreement. Site plan to include property lines, address, north arrow, scale, structure locations, setbacks, all underground utilities in right-of-way, sanitary and storm sewer lateral routing/connections, cleanout & grinder locations, contour lines with 1' intervals.

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 five (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.

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. 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

Revised 8/11/2011
Updated 1/14/2014; 4/30/15; 6/30/17; 06/24/2020