

Form 812 — Users Agreement

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

Cinnamon Lake Office 419.945.2521
Wellington Office 440.647.4882

Account Number _____ PPN _____ Sublot _____

Landowner _____

Service Address _____

Billing Address _____

Telephone _____ Email _____ Cell _____

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 considerations, 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.

1. Obligations of LORCO; Utility Service to be Provided

- a. Upon LORCO's approval of plot plan, 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, 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.

Whenever possible and practicable, LORCO shall provide notice to Owner of its intent to enter Owner's property and building for maintenance, inspection and repair purposes.

Damage to gravity cleanouts shall be the responsibility of the property owner to report to LORCO and be responsible for payment of replacement costs, billed by time & material, plus 50% markup of actual repair costs incurred.

- b. Connection(s) of any storm water drains, footers, pipes, sump pump(s), conduits, downspouts or any other source of non-wastewater flow is strictly forbidden and subject to fine(s) and/or legal action.
- c. Property owner shall not discharge into the sanitary sewer system any material that is not in conformity to LORCO's Sewer Use Regulations or any other applicable local, state, and federal regulations or laws including but not limited to oils, grease, fats, paint, strong chemicals, sand, kitty litter, coffee grounds, etc. Feminine products and personal/cleaning wipes (even if they're marked "flushable") should be disposed of in a garbage can, not flushed down the toilet, regardless of the manufacturer's attestation.
- d. If LORCO determines that abuse/misuse of the system has resulted due to actions of the customer, LORCO reserves the right to take necessary steps to disconnect service.
- e. 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 based on then-current charges will be applied for between zero usage up to 2,000 gallons of water usage regardless of whether the property is vacant or inhabited. Monthly rates for sewer service are reviewed and adjusted periodically by LORCO. If a lot is vacant, a monthly transit charge shall apply.

2. 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. Owner acknowledges that there is a monthly transit charge on vacant lots. 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 permit LORCO, its agents, and representatives full access to property and/or inside the premises being serviced pursuant to this agreement, including but not limited to the sewer service line, cleanouts(s), 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. Provided however, LORCO shall limit its ingress and egress 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.
- e. Owner shall, at Owner's expense, comply with LORCO's regional sewer program and all policies, regardless of date of adoption according to the rules, regulations, and specifications provided by LORCO and in a timely manner as determined by LORCO in its sole discretion.

- 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. Should 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.
- h. All new home/building construction shall require a construction site plan. Said plan shall be reviewed and approved by LORCO prior to signing this agreement. Site plan to include but not be limited to: 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.

3. 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. Failure to receive a bill shall not relieve Owner of responsibility to pay same when due.

4. 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.

5. 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.

6. 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: 8/11/11

Updated: 1/14/14; 4/30/15; 6/30/17; 6/24/20; 10/27/22; 2/1/24; 11/7/24 (Cinnamon Lake only)