

**RURAL LORAIN COUNTY WATER AUTHORITY
DEVELOPMENT AGREEMENT**

This Development Agreement is made this ____ day of _____, 20____ by and between _____, an Ohio corporation with offices located at _____ (“Developer”) and Rural Lorain County Water Authority, an Ohio political subdivision organized under Revised Code Chapter 6119 with offices located at 42401 State Route 303, Lagrange, Ohio 44050 (“RLCWA”).

RECITALS

WHEREAS, Developer proposes to construct a development in _____ Township/City in _____ County comprised of _____ lots and more commonly known as _____, Phase _____ (“the Development”); and

WHEREAS, Developer requests that RLCWA provide potable water to serve each lot or structure within the Development; and

WHEREAS, RLCWA is willing to provide such water on the following terms and conditions;

NOW THEREFORE, for good and value consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows

1. **Connection to RLCWA’s Water Main.** Developer shall construct or cause to be constructed at Developer’s cost, a waterline connecting the Development to a RLCWA water main designated by RLCWA. The physical connection to RLCWA’s water main will be performed by RLCWA at Developer’s cost. Upon RLCWA’s request, Developer shall provide a utility easement as applicable without any cost to RLCWA.
2. **Infrastructure.** Developer shall construct or cause to be constructed at Developer’s cost, all water distribution infrastructure and appurtenances within the Development.
3. **Engineering Services.** All waterlines and appurtenances shall be designed and engineered by Developer subject to review and approval by RLCWA prior to construction. After completion, all waterline infrastructure and appurtenances shall be inspected and tested by RLCWA prior to acceptance. All services provided by RLCWA under this Section shall be at Developer’s cost.
4. **Compliance with Applicable Rules.** All waterlines and appurtenances constructed by Developer shall comply with the Subdivision Specifications

attached hereto as Exhibit A, as well as all state and federal laws, rules and regulations.

5. **Developer's Warranty.**

- a. Developer warrants all lines and appurtenances constructed by Developer pursuant to this Agreement to be free from defects in material or workmanship for a period of one (1) year from the date of acceptance by RLCWA ("Warranty Period"). Any repairs required to address failures caused by defects in material or workmanship during the Warranty Period shall be performed by Developer at Developer's cost as soon as reasonably practical; provided, however, that RLCWA reserves the right to make such repairs on an expedited basis, for which Developer shall reimburse RLCWA for all labor and material cost incurred to make such repairs.
- b. Developer shall defend, indemnify and hold RLCWA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Developer in performance of this Agreement, except for injuries and damages caused by the sole negligence of RLCWA.

6. **Acceptance of Infrastructure.** Upon the satisfactory completion of all testing required in Section 3 above, RLCWA shall accept ownership of all waterline infrastructure and appurtenances constructed by Developer pursuant to this Agreement subject to Developer's Warranty described in Section 5 above. Upon such acceptance, RLCWA shall have the right, but not the obligation, to extend such waterlines or to make connections thereto without Developer's consent. Further, RLCWA shall have no obligation to provide water service to the Development until such time as all invoices issued under Sections 1, 2, 3, 5, and 7 have been paid in full.

7. **Tap Fees.**

- a. At the time a request for water service to a lot or structure within the Development is made, the then-current tap fee shall be paid to RLCWA.
- b. If the Development is a residential subdivision, upon the payment of all tap fees for each lot in the Development, Developer may request a rebate not to exceed \$750.00 per tap. RLCWA's obligation to provide such rebate shall be determined after deducting any amounts due RLCWA pursuant to Sections 1, 2, 3 and 5 above.

(Check if Section 7(b) is applicable)
_____ Developer's Initials

8. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to its principles regarding conflicts of law. Any action to enforce this Agreement shall be brought exclusively in a court of competent jurisdiction in Lorain County, Ohio.
9. **Headings.** The headings used herein are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement.
10. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter herein, and supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Agreement can only be amended through a written document formally executed by all parties.
11. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile shall be effective.
12. **Existing Connections.** RLCWA reserves the right to remove and abandon any tap and appurtenances when construction or conditions will subject the tap to damage or impact RLCWA's regular and unimpeded access to the connection.

In witness whereof, the Parties, acting under authority of their respective governing bodies, have caused this contract to be duly executed.

RLCWA

DEVELOPER

By: _____

By: _____

Its: _____

Its: _____