

ACCOUNT NO. _____ (Official Use Only)

CITY OF AKRON, OHIO
WATER SERVICE UTILITY & IMPROVEMENT CONTRACT

The undersigned _____ &
_____, Owner of the premises

located at _____

Parcel(s): _____, together with all buildings, structures, fixtures, and improvements thereon (hereinafter the Premises).

Owner, on _____, _____, 2023, does hereby contract with the City of Akron for water service and repayment of permanent improvement costs associated with water service to be provided to a residential structure located on said Premises and not elsewhere.

Whereas, the City of Akron is willing to install and/or maintain necessary permanent improvements and/or provide water service to Owner in accordance with the terms and conditions described in this agreement.

- (a) “City” means the City of Akron, Ohio.
- (b) “Owner” means the above-specified owner(s) of the Premises, and the transferees, successors, and assigns of the Owner.
- (c) “Water Service” means water supply services, as described in the Rules and Regulations.
- (d) “Improvements” means all costs associated with the planning, construction, and final installation of infrastructure/improvements necessary or incidental to the City’s ability to provide Water Service to Owner at the Premises, including interest or any other fees or charges.
- (e) “UBO” means the City of Akron Utilities Business Office.
- (f) “Rules and Regulations” means the Rules and Regulations of the Utilities Business Office, as amended from time to time, sometimes known and referred to as the Akron Public Utilities Bureau (APUB) Rules and Regulations.

In consideration of City furnishing Water Service, Owner agrees to and shall pay for Water Service at the rates established by City’s Director of Public Service as they are now established and as may be subsequently revised, upon commencement of service and continuing until such time as notice is given by Owner, in writing, to discontinue the Water Service. Discontinuance of Water Service may be subject to review by the appropriate health department and it is the responsibility of Owner to pay for Water Service when the health department orders continuance or restoration of Water Service.

In consideration of City making the Improvements, Owner agrees to pay for the Improvements, as further described below. Unless payment in full for the Improvements is made prior to the execution of this agreement, Owner understands and agrees that consistent with the terms appearing in Part B below, City

is voluntarily allowing Owner to repay the costs of the Improvements over time, with interest, by virtue of a fixed surcharge that will be billed to Owner monthly. In the event that Water Service is never provided to the Premises, or is discontinued for any reason, Owner shall still be responsible for repayment of the full amount of the Improvements, and Owner explicitly acknowledges the same.

Owner further agrees to the incorporation of the below conditions as a part of this agreement:

Part A: Water Service

1(A). Owner assumes all ownership of the private house/line outside of the right-of-way into the home following completion of the Portage Lakes Water Main Extension project.

2(A). If the water meter is removed or the Premises is transferred within thirty (30) days from the date of this agreement, a minimum charge of one month's rate will be made, and Owner is obligated to pay for the same.

3(A). Owner authorizes the City, and/or its duly authorized agents, representatives, employees, or contractors to enter upon said Grantor(s) land, known as the address and Parcel # listed above, for the purpose of performing work of a general nature as outlined below necessary for the improvement of the Portage Lakes Water Main Extension project in accordance with the plans and specifications prepared by the City of Akron, Ohio. Furthermore, for the consideration hereinbefore named, the Owner hereby releases the City and its authorized agents or contractors, from claims of damage by reason of the described work and it is further understood and agreed that the City assumes no obligation of maintenance outside the limits of the permanent right-of-way.

4(A). As determined by City, a curb meter pit installation may be required when the building to be served is without a suitable interior location for the meter as provided in the Rules and Regulations or the point of entrance of service into the structure is in excess of 400 feet from the point of entrance of the service line to the property served.

5(A). Owner agrees to furnish free and liberal access to the Premises for the purposes of installing, reading, inspecting, repairing and removing the meter.

6(A). All orders for turning on or turning off Water Service to the Premises must be made in writing and signed by the Owner or his/her/their authorized agent.

7(A). Owner shall be held liable for all water charges associated with the Premises.

8(A). Akron Water will furnish and set a 5/8" meter. This meter shall be used only for domestic, commercial or industrial use as specified herein and may be. A larger meter may be necessary as determined by Akron Water.

9(A). Owner agrees that he/she/they are subject to and must comply with all of the Rules and Regulations, specifications, and standards of the UBO or the Department of Public Service, as they now exist, or as may hereinafter be revised, amended, or supplemented. The Rules and Regulations are hereby incorporated by reference and made a part hereof as if the same be rewritten herein. A copy of the Rules and Regulations, as herein incorporated, may be found at: https://www.akronohio.gov/cms/water/water_bureau/index.html. Owner waives any right to be notified in advance of changes to the Rules and Regulations.

10(A). City shall have the right to: (i) temporarily shut off the water supply to all of the mains, services, or facilities, existing or constructed that relate to this agreement in order to ensure the conservation of the water supply in the event of any emergency; (ii) shut off water supply to all of the mains, services, or facilities, active or otherwise, for the purpose of repair or improvement of the quality or quantity of water; (iii) determine when surplus water is available for sale and its capacity to provide Water Service to the Premises; (iv) limit or curtail the supply of Water Service to the Premises after reasonable notice; and (v) terminate Water Service under terms and conditions set forth in this agreement or in the Rules and Regulations. Further, Owner explicitly acknowledges that City does not in any way guarantee fixed pressure or a continuous supply of water.

11(A). Owner shall indemnify and hold City, including all of its elected/appointed officials, employees, and agents, safe and harmless from any claims, demands, actions, and damages, be they direct or consequential, arising from or any way relating to the Improvements, or curtailment or inability to supply the Premises with Water Service.

12(A). Owner is responsible for any fees or other charges associated with the installation and provision of Water Service to the Premises, including but not necessarily limited to the Improvements. Said fees and charges shall be immediately due and payable to the City at the time of connection to the water system, or may be repaid over time as further described below.

13(A). Owner agrees to pay all rates and charges for Water Service, as determined by City's Director of Public Service, and as may be amended from time to time. The current rate for Water Service shall be the Akron Rate, plus an additional 22.5 %. The rate described herein does not include any additional fees/charges, including but not limited to meter charges and the cost of the Improvements, which Owner also agrees to pay in full.

Part B: Repayment for Improvements

1(B). Owner agrees to repay City the principal amount of Nine Thousand Two Hundred Fifty Dollars (\$9,250.00), plus interest at a rate of 1% per annum, for Owner's share of the Improvements (hereinafter called the Fee). The Fee shall be paid to City in installments in the amount of \$55.36/month, commencing on the first month following installation of the Improvements and continuing each month thereafter until the Fee is paid in full, except that the final payment on the Fee, if not paid sooner, shall be due and payable on the fifteenth (15th) anniversary of the first installment payment date. Notwithstanding the foregoing, Owner may pay the Fee in full prior to execution of this agreement, in which case Owner shall not be charged interest, nor be subject to the requirements of paragraphs 3(B) through 5(B) below.

2(B). Owner agrees that the final amount of the Fee has been established and agreed to, and hereby waives his/her/their right to challenge the amount of the Fee in the future.

3(B). If Owner defaults with respect to any monthly installment payment of the Fee, otherwise fails to pay all amounts due for Water Service or associated charges in a timely manner, or discontinues Water Service for any reason, the entire balance of the Fee, including both principal and interest, shall become immediately due and payable at the option of City, and City may, at its option: (i) terminate Water Service to the Premises unless/until the default is remedied; or (ii) certify all delinquent balances due to Summit County for placement on the real property tax list. The remedies described herein are not necessarily exclusive, and failure to exercise one or more of these options shall not constitute a waiver of the right to exercise the same at a later date.

4(B). In the event that a transfer of any right, title, or interest in the Premises occurs, the entire principal amount of the Fee, plus accrued interest, shall immediately become due and payable at the option of the City without notice to Owner, unless the successor to the Owner's right, title and interest in the Premises has agreed in writing to assume the Owner's obligations under this agreement prior to the transfer.

5(B). It is further intended and agreed that this agreement and the covenants described herein shall be covenants running with the land, and Owner agrees to disclose existence of the obligations herein described to any potential buyer or transferee of the Premises prior to any transfer of title. Owner agrees that in any event, and without regard to technical classification or designation, legal or otherwise, this agreement and the covenants herein shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, City against Owner and every successor in interest to the Premises or any part thereof or interest therein, including any grantee in a conveyance of the Premises or any part thereof through judicial process, whether or not such provision is included in any succeeding deed with Owner's successors or assigns. These covenants and restrictions shall continue in effect until all Fees for the Improvements and all charges and fees for the provision of Water Service to the Premises are satisfied in full.

The parties recognize that City furnishing Improvements and Water Service is of such a nature that a breach by Owner of any terms or conditions of this agreement would constitute a material breach and would fully justify the discontinuance of Water Service by City regardless of the circumstances and without any resort to ordinary or extraordinary legal or administrative remedies. Upon a material breach for non-payment of Water Service, City shall give Owner written notice of said breach, and Owner shall have 30 days from the date of said notice to cure said breach. If the breach is not fully cured, City may terminate this agreement upon ninety (90) days' notice. During said ninety (90) day period the Water Service rate shall increase to the Akron Rate plus one hundred (100) percent.

Construction of the Improvements and the extension of Water Service under this agreement are subject to all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, resolutions, treaties, charters, adjudications, orders, and findings of any kind or nature. Further, this Agreement is governed by the laws of the State of Ohio. All disputes arising under this Agreement must be litigated in Akron Municipal Court in Summit County, Ohio.

x _____
Signature (Owner)

Print Name

Telephone No. (Owner)

x _____
Signature (Witness)

Print Name

x _____
Signature (Owner)

Print Name

Telephone No. (Owner)

Email Address (Owner)