

ACCOUNT NO. _____ (Official Use Only)

**CITY OF AKRON, OHIO
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 the repayment of permanent improvement costs associated with the Premises and not elsewhere.

Whereas, the City of Akron is willing to install and/or maintain necessary permanent improvements 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 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 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.

To the extent that Owner desires to receive Water Service at the Premises, he/she/they understand and agree to enter into a separate Water Service Agreement with City, prior to receiving said service.

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

Improvements

1. Owner agrees to furnish free and liberal access to the Premises for the purposes of constructing, installing, and maintaining/repairing the Improvements.
2. Owner shall be held liable for all water charges, if any, associated with the Premises.
3. 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.
4. 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.
5. Owner is responsible for any fees or other charges associated with the installation of the Improvements. Said fees and charges shall be immediately due and payable to the City at the time of execution of this agreement, or may be repaid over time as further described below.
6. Owner agrees to repay City the principal amount of Four Thousand Dollars (\$4,000.00), 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 \$23.94/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 8 through 10 below.
7. 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.
8. If Owner defaults with respect to any monthly installment payment of the Fee, or otherwise fails to pay all amounts due or associated charges in a timely manner, 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 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 an option shall not constitute a waiver of the right to exercise said option at a later date.

9. 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.

10. 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 are satisfied in full.

The parties recognize that City furnishing Improvements is of such a nature that a breach by Owner of any terms or conditions of this agreement would constitute a material breach. Upon a material breach, 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 within 30 days, City may seek any all remedies available to it without further notice to Owner.

Construction of the Improvements 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)