

SUBDIVISION APPLICATION / AGREEMENT

(as revised 2008)

(Name of Subdivision)

This Application and Agreement for a Subdivision made this _____ day of _____, 20____ by _____

Address _____, Post Office _____

State _____, Zip Code _____, Telephone (____) _____

for the convenience hereinafter called the "Applicant" and Rural Lorain County Water Authority, hereinafter called "RLCWA".

WITNESSETH

That the Applicant hereby applies to Rural Lorain County Water Authority for the laying of a certain water line as described below and in accordance with the plans submitted with the Application which shall be a part hereof:

Township _____

Beginning at _____

Length _____

Number of lots _____

SUBJECT TO THE FOLLOWING TERMS:

1. Upon approval of this application, the Applicant will lay a line or cause a line to be laid, as described above. A separate application must be submitted to, and be approved by, RLCWA prior to the start of any waterline construction for each subsequent phase of this subdivision.
2. RLCWA will provide a connection to RLCWA's system at the Applicant's cost. Upon approval of this Application, the Applicant shall deposit the sum of \$5,000.00 with RLCWA. (If all invoices from the previous phases have been paid in full, the deposit may be waived by RLCWA) This Applicant shall be charged the actual cost of labor and material plus 20% of said cost. Any cost associated with this Application in excess of the deposit shall be paid by the Applicant. Any portion of said deposit not used shall be refunded to the Applicant.

3. Applicant's who install their own water line must do so in accordance with any applicable EPA regulations and shall submit their plans for EPA approval and also comply with all RLCWA's specifications and be subject to RLCWA inspection. All inspections, testing, and disinfections costs shall be paid by the Applicant.
4. The Applicant shall warrant the line to be free from defects in material or workmanship for a period of one (1) year from the date of acceptance by RLCWA and shall provide RLCWA with a performance or surety bond or other guarantee acceptable to RLCWA in the amount of the improvement and shall hold and save RLCWA harmless from any and all claims, causes of actions and liabilities arising as a result of the installation of the line. RLCWA will assume ownership and maintenance responsibilities for said line subject to the one (1) year warranty of the Applicant.
5. From and after the laying and completion of said line, it shall be owned solely by and be under the exclusive control and management of RLCWA and RLCWA shall have the right to extend said line or to make connections thereto for the extensions, or to make service connections thereto, without the consent of the Applicant.
6. This Application shall not be construed as binding upon RLCWA until it has been approved by the Governing Board and Signed by the President, or in his absence, by the Vice President. Any deposit made with this Application shall be construed as an acceptance hereof; and RLCWA reserves the right to return said deposit at any time prior to acceptance.
7. Any taps on said water line are at the rate of the then current tap fee and is not included herein.
8. Water shall not be turned on at any tap on the extension until the line is completely installed, pressure tested, disinfected, properly sampled and any final payment made that may be due to RLCWA.

APPROVED THIS _____ DAY OF _____, 20_____.

BY _____

President, RLCWA

ATTEST _____

Secretary-Treasurer, RLCWA

APPLICANT _____