

SEWER AGREEMENT

This agreement is made and entered into by and between the CITY OF COLUMBUS, OHIO, "City" a municipal corporation, and _____, "Owner", _____:

WHEREAS, the Owner has made application to the City for permission to construct, at Owner's sole cost and expense, a *private* sanitary sewer line, as defined in Columbus City Code §1141.01.; and,

WHEREAS, Columbus City Code, §1141.01 thru §1141.99 inclusive, authorizes this agreement and establishes the conditions under which *private* sanitary sewers may be constructed;

NOW THEREFORE:

City hereby grants Owner permission to construct a *private* sanitary sewer discharging into the City Sewerage System, in accordance with City Standard Specifications currently in effect for construction of sanitary sewers and in accordance with plans designated as File No. CC-_____, dated _____. As consideration for the City's grant of permission to construct said sewer, Owner agrees that the sanitary sewer shall be constructed at Owner's sole cost and expense, and Owner further agrees as follows:

- (a) That the design, construction, operation, maintenance, eventual dedication and all other matters arising as a result of the design and construction of said sewer shall be carried out in full accordance with the provisions of Columbus City Code §1141.01 thru §1141.12, which sections are by reference hereby made a part of this agreement to the same extent as if rewritten in their entirety herein.
- (b) That the permission granted herein does not include the right to construct any portion of the sanitary sewer under any part of a public street, alley, right-of-way, easement or other public place or property.
- (c) That the Owner, prior to commencing construction of the sewer, shall deposit with the City, sums of money to pay the cost of work to be done by the City, and to insure submission of cost statement(s) as follows:

- \$ _____ for maintenance of temporary surfaces.
- \$ _____ for replacing permanent pavement.
- \$ _____ for inspection of sewer.
- \$ _____ Maintenance Deposit(s)
- \$ _____ TOTAL

- (d) That in the event the actual cost of any of the work to be performed by the City exceeds the sum deposited, the Owner shall, upon demand, immediately pay the City the difference between the sums so deposited and the actual cost of the work.

(e) That in the event the cost of the work performed by the City is less than the sum deposited, the City shall refund to the Owner the difference between the sums so deposited and the actual cost of the work.

(f) That the Owner thereof shall deposit with the City "Maintenance Deposit(s) to cover the cost of maintenance/repairs performed by the City maintenance personnel while the sewer remains under private ownership.

(g) That the Owner of a privately constructed sewer shall make no assignment of any or all of the Owner's rights or obligations without the prior written consent of a City official authorized to give such consent.

(h) That the Owner shall save harmless and indemnify the City, and all of its agents, employees, and representatives from and against any and all claims, damages, losses, suits, and actions of whatever nature, including attorney's fees, arising or resulting from the design, installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of the sanitary sewer, or use of the sewer easement therefore. It is not the intent of this paragraph that the Owner save harmless and indemnify for culpable intentional or negligent acts of the City or its agents, employees, or representatives.

The parties have hereunto caused this agreement to be executed and subscribed in duplicate on the date(s) shown below.

Date: _____

Print Name: _____

Title: _____

CITY OF COLUMBUS, OHIO
a municipal corporation

Date: _____

Ann Aubry, Interim Director
Department of Public Utilities

Approved as to form:

Zach M. Klein, City Attorney

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW

By: Zach M. Klein
City Attorney

For: Division of Sewerage & Drainage

Re: Sewer Agreement

PLEASE READ INFORMATION AND FOLLOW INSTRUCTIONS BELOW

Please sign two (2) copies of the Sewer Agreement. Signatures must be original, facsimiles will not be accepted. After the Sewer Agreement is executed by the Director of Public Utilities, an original will be returned for your records.

The Owner's signature block shall include the typed or printed name of the person authorized to sign the Sewer Agreement. If the Owner is a corporation, only persons authorized to sign on behalf of the corporation are acceptable, and a corporate resolution confirming and certifying that the signator is authorized will be submitted with the signed Sewer Agreement.

Return both "originals" of the Sewer Agreement with deposit amounts as indicated in paragraph (c) of the Sewer Agreement. Only checks and/or money orders are acceptable. Please also supply the name of your sewer tapper for deposit paperwork purposes.

Please complete the attached Affidavit and return the Sewer Agreement. All Sewer Agreements must be accompanied by the Affidavit. Failure to complete and return the Affidavit will result in a delay in processing the Sewer Agreement and fee payment.

Project: _____
Drawing No. _____
Title: _____
Owner: _____
Contact: _____
Phone: _____
Date: _____

Return To:
Division of Sewerage & Drainage
Private Development Section
Permit Office
111N Front St, 1st Floor
Columbus OH 43215

All easements shall be prepared by the City Attorney's Office. Said easements shall be properly executed and returned to the City Attorney's Office, 77 North Front Street, 4th Floor, Columbus, Ohio 43215, for approval and recording purposes. Upon return of properly executed easements to the Real Estate Division, it will notify the Division of Sewerage & Drainage that it has received acceptable easements for the project, after which the Division of Sewerage & Drainage will release the project for construction.

- a. Required easement(s) platted.
- b. Required easement(s) properly executed and received by Real Estate Division.
- c. Original recorded easement(s) in file.
- d. No easement(s) required.

(To be completed, executed, and notarized if the Contractor is a corporation)
(Affiant must be someone other than the authorized signer of Sewer Agreement)

AFFIDAVIT

STATE OF _____

COUNTY OF _____, SS:

_____, being duly sworn, deposes
(Name of Affiant)
and that he/she is _____ of _____,
(Title) (Corporation)
a/an _____ corporation, having its principle offices at
_____.

Affiant further state that he/she is familiar with the records, minute books, regulations,
and by laws of the _____. Affiant further states that
(Name of Corporation)

_____ is _____ of the said
(Name of person signing Sewer Agreement) (Title)
corporation and is duly authorized to sign the Sewer Agreement on behalf of said corporation.

Further Affiant Saith Naught

Signature of Affiant: _____

Print Name: _____

Sworn to before me, a notary public, this _____ day of _____, 20_____.

Notary Public