

HYDRANT AGREEMENT

This Hydrant Agreement is made and entered into as of the ____ day of _____, 20____ between **The City of Olmsted Falls** and the Rural Lorain County Water Authority pursuant to the following understandings:

The City of Olmsted Falls is a Political Subdivision duly organized and validly existing pursuant to the Constitution and Laws of the State of Ohio, and; Rural Lorain County Water Authority is a Regional Water District duly organized and validly existing pursuant to the laws of the State of Ohio, particularly Chapter 6119 of the Ohio Revised Code and is the owner and operator of a water supply and distribution system.

The City of Olmsted Falls has been duly authorized pursuant to Resolution No. _____ passed on the ____ day of _____, 20____ and Rural Lorain County Water Authority has been duly authorized pursuant to Resolution No. _____ adopted by the Board of Trustees on the ____ day of _____, 20____ to enter into this Agreement and perform the respective obligations hereunder.

Now Therefore in consideration of the mutual promises and covenants each to the other made and hereinafter set forth, **The City of Olmsted Falls** and Rural Lorain County Water Authority hereby represent, warrant and agree as follows:

The Rural Lorain County Water Authority has agreed to install fire hydrants at locations which have been approved by the City Mayor, RLCWA Board and conditioned upon the City paying the hydrant and installation costs and an annual maintenance fee.

The City agrees to pay the cost of the fire hydrant and installation cost to Rural Lorain County Water Authority prior to installation.

The City shall pay an annual maintenance fee of \$ 59.16 per hydrant per year to Rural Lorain County Water Authority not later than December 31st of each year. Rural Lorain County Water Authority reserves the right to adjust the maintenance fee from year to year as necessary to meet the costs of maintenance and any water usage.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AND THE CITY SPECIFICALLY ACKNOWLEDGES THAT RURAL LORIAN COUNTY WATER AUTHORITY DOES NOT WARRANT OR GUARANTEE THAT THE HYDRANTS INSTALLED ARE SUITABLE FOR USE FOR FIRE FIGHTING PURPOSES. THE HYDRANT IS MERELY A SOURCE OF WATER AND RURAL LORAIN COUNTY WATER AUTHORITY DOES NOT GUARANTEE THE FLOW OR PRESSURE AT THE HYDRANT

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WILL BE SUFFICIENT FOR PURPOSES OF FIRE FIGHTING. PUMPS MAY ONLY BE ATTACHED TO THE HYDRANTS USING SOFT/COLLAPSIBLE SUCTION HOSE.

Rural Lorain County Water Authority agrees to maintain the hydrant in a workable condition provided all fees and costs have been paid by the City.

This Agreement shall remain in effect until canceled by either party. Either party may cancel this Agreement upon giving the other party thirty (30) days advanced notice of its intent to cancel. Upon cancellation both parties shall be released from all further obligations under this Agreement and Rural Lorain County Water Authority shall have the option of removing the hydrants.

This Agreement supersedes and nullifies all previous Hydrant Agreements between the parties.

In Witness Whereof the parties hereto have caused this Agreement to be executed in duplicate, each of which shall constitute an original.

Signed in the presence of:

RURAL LORAIN COUNTY WATER AUTHORITY

By: _____

President

By: _____

Secretary

COUNCIL OF THE CITY OF OLMSTED FALLS

By: _____

Mayor

By: _____

President of Council

By: _____

(Title)

Hydrant Inspection Map



February 28, 2019



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