WATER SERVICE AND
AGREEMENT BETWEEN THE
CITY OF TOLEDO AND LUCAS COUNTY

This Agreement is entered into this 13TH day of OCTOBER, 2006 between the City of Toledo ("Toledo"), acting through its Mayor and Director of Public Utilities, and Lucas County ("Lucas County") acting through its Board of County Commissioners.

WITNESSETH:

WHEREAS, Toledo supplies surplus water to areas outside its municipal limits in accordance with its charter authority and the Ohio Constitution; and

WHEREAS, Lucas County has requested water service in the unincorporated areas of western Lucas County outside of the districts specified in the July 6, 2005 and September 9, 2005 water agreements; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made to each other and other good and valuable consideration, Toledo, Lucas County and the Townships do hereby agree as follows:

SECTION 1

SALE OF WATER

A. Toledo agrees to sell surplus water to Lucas County, to the extent that it may lawfully do so, to be distributed through the water distribution system of Lucas County. Lucas County shall have the right to sell, pursuant to this Agreement, the purchased water only to users within the Lucas County Water Service Area ("Service Area") as defined in Section 2 below unless otherwise agreed to by Toledo. During the term of this contract, only water supplied by Toledo shall be sold or used in the Service Area and no other water supplies shall be commingled with Toledo water. However, in the event Toledo determines it does not have sufficient surplus water to supply the needs of Lucas County, then Lucas County shall be released from the sole supplier restriction and may utilize alternate sources of water until such time as Toledo provides notification that it can again meet the needs of Lucas County. In all cases of water curtailment or restriction, Toledo shall provide, as much advance notice to Lucas County as is reasonably possible.

B. The sale of Toledo water to Lucas County for use in each township is specifically predicated upon the completion of and/or compliance with all of the following:

1. The execution of a JEDD agreement between Toledo and each township to be served with water under this Agreement and the successful creation of a JEDD in the township prior to the implementation of water service.

2. Lucas County and township compliance with the Lucas County Land Use Policy Plan Update adopted by the Lucas County Planning Commission on September 27, 2000 attached hereto as Exhibit A and incorporated herein by reference;
3. Lucas County and the townships’ adoption as a goal of the Fourteen Principles of Smart Growth and accompanying goals promulgated by the Toledo Metropolitan Council of Governments (TMACOG) in June, 2003, which principles and goals are attached hereto as Exhibit B and incorporated herein by reference;

4. Lucas County and the townships’ participation in studies or efforts designed to promote regional cooperation.

SECTION 2 SERVICE AREA; CONNECTION

A. The Service Area consists of the area shown on the legal description and maps attached as Exhibit C that are fully incorporated herein consisting of the unincorporated areas of western Lucas County that are not served under the July 6, 2005 Lucas County and the September 9, 2005 Berkey water agreements. The Service Area shall be a non-exclusive district and shall not grant rights to Lucas County which are paramount to any other Toledo water customer or which in any way restrict Toledo from entering into water service contracts with other entities for service within that portion of the Service Area. The Service Area may be expanded only through legislative enactment of the parties and subsequent executed revisions of this agreement.

B. Toledo shall consent to service taps for residential structures on minimum one-acre lots existing on the effective date of this Agreement in townships that have enacted a JEDD in compliance with Section 1(B)(1). Unless otherwise agreed to by Toledo, only one-inch residential taps will be permitted.

C. The following terms and conditions for water service shall apply to this Agreement:

1. The sale of City of Toledo-provided water to any new residential, commercial or industrial use structure shall require compliance with the Lucas County Land Use Policy Plan Update adopted by the Lucas County Planning Commission on September 27, 2000 and prior approval of the City of Toledo.

2. The County, at its expense, will obtain and provide to Toledo parcel numbers for all existing parcels currently eligible to receive water under this agreement and the parcel numbers of all parcels identified as “future residential” on the township land use plan.

3. The failure of a township to create a JEDD in substantially the same form as specified in an agreement between the township and Toledo or the modification or termination of a previously created JEDD without Toledo’s approval shall terminate Toledo’s obligation to provide water to new customers in that township and shall authorize Toledo to impose the non-contract water rate under Toledo Municipal Code section 933.02(b) on all existing water customers in that township served under this Agreement.

4. Lucas County and each township agree not to install or construct, or to approve the installation or construction of, any public sanitary sewers or other public sanitary
sewerage facilities to serve properties in the Service Area that are served with water provided by Toledo under this Agreement without the prior written approval of Toledo. Prior to requesting that approval, Lucas County shall present the plan for such sanitary facilities to the Toledo Plan Commission for its review, and request that the Commission (i) assess the plan for compliance and consistency with the provisions of this Agreement, including those set forth in the Fourteen Principles of Smart Growth and the Land Use Plan, and with generally-accepted smart growth standards and (ii) provide a report of its findings to Toledo. The Commission’s reports will be considered by Toledo in determining whether to give its approval. In the event that the Ohio Environmental Protection Agency or any other governmental agency or authority having jurisdiction in the matter orders the installation of sanitary sewers in the Service Area, Toledo may, in its sole discretion, prohibit any or all new service connections to structures that are or could be served by the sanitary sewers.

5. Toledo reserves the right to deny water taps to new structures in any area impacted by an amendment of the adopted Land Use Plan that is enacted without Toledo’s written approval.

D. In the event that Lucas County provides Toledo water to any structure not specifically authorized or defined as eligible under this Agreement, Lucas County shall, at Toledo’s request, terminate water service to the structure. If Lucas County fails to terminate service to the structure for any reason, including legal restraint, Toledo shall have the right to immediately increase the Section 5(A) water rate surcharge to the entire Service Area by 5% for each ineligible connection. (For example, upon the first ineligible connection, the surcharge would increase from 75% to 80% for all water supplied to the Service Area). The provision of Toledo water to unauthorized or ineligible properties shall constitute a material breach of this Agreement by Lucas County.

SECTION 3 CONNECTION POINTS
Toledo shall deliver water to Lucas County through the existing connections authorized under the July 6, 2005 Lucas County water agreement and at any other connection mutually agreed upon by the parties in the future.

SECTION 4 STORAGE FACILITIES
Lucas County shall not have the right to pump water directly from trunk mains except for such times as are necessary in the event of an emergency, or at such other times as Toledo may approve, but in either event only if preliminary notice is given to and approval to do so is received from Toledo. Lucas County shall provide storage and facilities and ground reservoirs of sufficient capacity so that pumping will not be necessary from the trunk main; and said facilities and ground reservoirs shall be subject to inspection by Toledo. Lucas County shall only fill its reservoirs and/or storage tanks at times that are mutually agreed upon by the parties. In addition, Lucas County shall install and maintain pressure-sustaining valves in its system to minimize pressure fluctuations as determined necessary by Toledo.
SECTION 5 RETAIL SERVICE

Toledo shall read the meters and prepare and mail all bills for water service charges and other items to consumers in the Service Area. Toledo shall not have any responsibility for construction, maintenance or operation of water facilities within the Service Area except as otherwise provided. The parties agree to negotiate in good faith in the event a party requests to convert this Agreement to a master meter contract.

SECTION 6 CONSTRUCTION OF WATER FACILITIES

A. Lucas County shall own or construct all necessary water facilities needed to accommodate the transmission of water from Toledo to the customers in the Service Area. No construction or modification of such facilities shall be commenced without the approval of Toledo's Department of Public Utilities and, when required by Toledo, Lucas County shall prepare a feasibility report. Such approval shall not be unreasonably withheld.

B. Upon approval of the feasibility report by Toledo and payment of the fee established in Toledo Municipal Code section 935.06, Lucas County shall submit plans and specifications to the Department of Public Utilities for the construction of the improvement. After the Department of Public Utilities has approved the plans and specifications, Lucas County may take bids and begin construction.

C. All construction shall be in accordance with applicable Toledo standards in effect at the time. Lucas County shall notify Toledo in advance of construction in order to permit Toledo to inspect all work. Lucas County grants Toledo the right to enter upon streets and property in the Service Area to inspect and monitor the facilities so constructed. Inspection of Lucas County's construction work shall not confer liability upon Toledo or relieve Lucas County from constructing water facilities in a proper manner.

D. All construction work shall be at Lucas County's expense. In the event any required capital improvements are directly beneficial to Toledo, Toledo may contribute a proportional share of the expense of such installation incurred in any amount mutually agreed upon by the parties that equitably reflects the benefit to Toledo.

E. Lucas County shall prepare and maintain current, detailed maps showing the location of all pipes, special castings, valves and fire hydrants installed in the Service Area. A copy of such maps and all updates shall be furnished to Toledo in suitable form when requested.

F. In the event it becomes necessary for Toledo to improve existing facilities or construct additional facilities in order to supply water under this agreement, Lucas County shall contribute a proportional share of the expense of such installation incurred in any amount mutually agreed upon by the parties that equitably reflects the benefit to Lucas County. Toledo shall provide ninety (90) days notice of the estimated cost prior to the completion of the plans. Lucas County shall provide, at no cost to Toledo, all necessary access, work easements and rights-of-way in public ways or other public grounds that may be required for the location, construction or maintenance of all water distribution equipment existing or which may be installed for the supply of Toledo water to areas and users within or outside of the Service Area.
SECTION 7    WATER RATES
A. From the effective date of this Agreement, all users in the Service Area that are served under this agreement shall pay to Toledo a water rate equal to one hundred seventy-five percent (175%) of the first block rate specified in Toledo Municipal Code Section 933.02(a)(1) that is charged to users within the City of Toledo. The minimum charge for water service shall be equal to one hundred seventy-five percent (175%) of the amounts specified in Toledo Municipal Code Section 933.02(a)(5) according to meter size.

B. Toledo shall have the right to amend its inside water rates as provided in the Toledo Municipal Code at any time; provided that no increase of such inside rates shall become effective unless Toledo shall have furnished a notice to document such increase to Lucas County at least thirty (30) days prior to the effective date thereof. Lucas County may contest the documentation for the increase by giving Toledo written notice of such contest within thirty (30) days of receipt of the notice of the increase. Lucas County shall agree to the amount of any uncontested increase by Toledo but the portion of the increase that is contested shall be considered to be paid under protest.

C. Lucas County may charge its residents within the Service Area a local operation, maintenance, capital or other charge that will be collected by Toledo and paid to Lucas County on a quarterly basis. No modification of the local charges shall become effective or be collected by Toledo until Lucas County has notified Toledo and all customers in the Service Area at least forty-five (45) days prior to the proposed effective date. The notice shall be submitted to the Department of Public Utilities for review and approval prior to mailing and shall state that the local charges are being imposed by Lucas County. Toledo shall charge Lucas County for the service of billing, collecting, accounting for and remitting of the District local charge. The 2006 charge for this service shall be one dollar ($1.00) per bill; thereafter, the charge shall be an amount equal to the actual cost of billing as substantiated by Toledo, becoming effective following thirty (30) days written notice.

E. Upon termination of this agreement, each party shall conduct an accounting of sums owed under this Agreement and shall pay any outstanding amount to the other party.

SECTION 8    COLLECTION
A. All water service charges and other items billed to users under this agreement shall be due and payable by the users on the date noted on the bill. Toledo shall be responsible for collecting any sums that shall be owed for services performed under this agreement and shall have the right to maintain any action and take all appropriate measures to collect such charges and items that may be delinquent. Lucas County agrees that Toledo shall have full power and authority to terminate water service to any customer within the Service Area for nonpayment of charges and fees or for non-compliance with applicable ordinances, regulations of the Department of Public Utilities or terms in this agreement. In addition, Toledo shall have full power and authority to place liens upon the property of delinquent water customers pursuant to R.C. 743.04.
B. In the event service is discontinued to a consumer within the Service Area, no service shall be permitted or resumed to such consumer until all delinquencies, including penalties, are paid in full or satisfactory payment arrangements are made.

C. Toledo shall quarterly remit to Lucas County the balance remaining from the amount collected from consumers in the Service Area after deducting the amounts owed to Toledo for rates, charges and fees as specified in this agreement. With each remittance to Lucas County, Toledo shall furnish an accounting showing the amount billed and collected together with the balance owed to each party.

D. Toledo routinely makes adjustments to user billings due to meter reading or billing errors, undiscovered water leaks and other causes. In order to facilitate Toledo’s ability to provide a full and complete adjustment to users in the Service Area, Lucas County grants Toledo authority to adjust charges that otherwise would be owed to Lucas County on the same terms as charges owed to Toledo are adjusted, provided that the amount in question does not involve a reduction in payments owed to Lucas County exceeding $2,500. User adjustments resulting in a reduction of Lucas County charges in excess of $2,500 shall require prior Lucas County approval.

SECTION 9 MAINTENANCE AND OPERATION

A. Lucas County shall operate and maintain the water facilities within the Service Area and shall periodically inspect and police the facilities to ensure proper operation. Toledo shall have the right to enter upon streets and property in the Service Area for the purpose of inspecting such facilities.

B. At the request of Lucas County, Toledo may provide maintenance and operation services within the Service Area at rates set by the Department of Public Utilities. Lucas County shall hold Toledo harmless from any claim, damage or action arising from any such work that is not due solely to the negligence of Toledo.

C. If Lucas County is not the owner of some or all of the water facilities within the Service Area, Lucas County shall hold Toledo harmless from any claim, damage or action brought by the owner of said facilities which arises from Toledo's supply of water to Lucas County under this agreement.

SECTION 10 APPLICABILITY OF TOLEDO RULES AND REGULATIONS

Lucas County and each user in the Service Area agrees to be bound by the applicable ordinances, rules and regulations of Toledo as they may be amended from time to time. In addition, Lucas County agrees to take any and all actions that are necessary to comply with any state or federal law or regulation governing water service including but not limited to the Safe Drinking Water Act. Lucas County agrees to assist Toledo in complying with such regulations. In the event Lucas County fails to comply with applicable federal, state or local regulations, Toledo is authorized to take necessary action to properly enforce such measures.
SECTION 11       WATER SUPPLY AND PRESSURE NOT GUARANTEED

Toledo undertakes to supply water to all customers in the Service Area to the extent it shall have a surplus supply and may lawfully do so. However, Lucas County acknowledges that water service to the Service Area is at all times subordinate to the needs of consumers within Toledo. Toledo does not guarantee any fixed pressure or continuous supply of water. In the event of serious damage to Toledo’s reservoirs or pumping stations or other emergency, water may be shut off without notice. Notice of such shut-off shall be given to the Lucas County Sanitary Engineer by telephone, fax or letter. Any suspension of water service or inadequacy of water pressure for any of the foregoing causes, and/or for any reasons beyond the control of Toledo shall in no case render Toledo liable for damages to Lucas County and/or any person, firm, corporation and/or governmental body in the Service Area. Lucas County agrees to abide by and enforce any emergency restrictions of water use that may be imposed upon consumers within Toledo.

SECTION 12       WATER TAPS

Installation of water service connections or "taps" within the Service Area shall be made by Toledo’s Department of Public Utilities and charged to the user at one hundred ten percent (110%) of the rate charged to similarly situated users in Toledo. Applications for the installation of water service connections shall be made to Lucas County and, upon approval, shall then be submitted to the Department of Public Utilities. No Toledo water shall be used in any structure within the Service Area without an approved application. Whenever it is found that Toledo water is being used without such approval, the water shall be turned off and service not restored until a proper application has been made and payment has been received for all water consumed plus applicable penalties.

SECTION 13       METERS

Tap branches installed by Toledo shall be equipped with a meter in accordance with applicable Toledo standards. The installation of all meters shall be made by the Department of Public Utilities according to applicable regulations.

SECTION 14       USE OF FIRE HYDRANTS

The Townships shall be authorized to use water from fire hydrants for firefighting purposes. In addition to firefighting, Lucas County shall be authorized, upon permission of the Department of Public Utilities, to use reasonable amounts of water from fire hydrants for the purpose of flushing public sewers by its own employees. No other use of water from fire hydrants may be made by the Townships, Lucas County or any person without the written consent of the Director of Public Utilities.

SECTION 15       CONTRACTS WITH OTHER ENTITIES

Nothing in this agreement shall prevent Toledo from selling Toledo water directly to any area and/or political subdivision inside or outside of the Service Area. Toledo shall have the right and authority to use the lines in the Service Area, subject to a charge for documented actual
operation and maintenance costs, for the purpose of supplying water to its customers inside or outside of the Service Area, provided such use does not impair the service to Lucas County.

SECTION 16 \hspace{1em} TERM; MISCELLANEOUS
A. This Agreement shall commence on the effective date and expire on October 10, 2024 unless terminated earlier by mutual agreement of the parties.

B. Where Ohio EPA or any other agency having jurisdiction over Toledo’s water system requires changes in this Agreement or in the water system, such changes shall be made if they are permitted under Ohio law.

C. Either party may terminate this Agreement in the event of a material breach by the other party.

D. The parties will cooperate to attract state development aid, federal funds and employment training dollars to their jurisdictions. In addition, the parties agree to support state legislation that facilitates tax-sharing arrangements between political subdivisions and which permits the use of water funds for economic development purposes.

E. In the event this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the parties agree to cooperate with one another in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

SECTION 17 \hspace{1em} INDEMNITY
To the extent permitted by law, the parties agree to indemnify and hold each other harmless from any claim, cost, loss, damage or obligation, including but not limited to fines, assessments or judgments, resulting from the breach of any of the conditions of this Agreement or from any negligent or intentional act or omission committed by such party, provided that said indemnification shall in no way waive or negate any political immunities available to any party.

SECTION 18 \hspace{1em} ASSIGNMENT
This Agreement may not be assigned by either party without the written consent of the other parties. A transfer of any party’s rights and duties through the creation of a regional authority shall not constitute an assignment.

SECTION 19 \hspace{1em} NON-SEVERABILITY
The provisions of this Agreement are intended to be non-severable and the holding as invalid of any section or provision shall invalidate the remaining sections or provisions. In the event that any substantive provision of this Agreement is found to be invalid, Toledo will have
no obligation to supply water to the service area. The parties will fully and completely comply with this Agreement to the extent authorized by the Ohio Revised Code.

IN WITNESS WHEREOF, Lucas County, by its Board of County Commissioners and the City of Toledo, by its Mayor and Director of Public Utilities have caused this Agreement to be executed on the date first mentioned above.

APPROVED AS TO CONTENT:

[Signature]
Lucas County Sanitary Engineer

APPROVED AS TO FORM:

[Signature]
Lucas County Prosecutor

APPROVED AS TO CONTENT:

[Signature]
Director of Public Utilities

APPROVED AS TO FORM:

[Signature]
Department of Law

LUCAS COUNTY

[Signature]
Commissioner

[Signature]
Commissioner

CITY OF TOLEDO

[Signature]
Mayor

[Signature]

10/13/06
EXHIBIT A

LUCAS COUNTY LAND USE POLICY PLAN UPDATE
EXHIBIT B

14 PRINCIPLES OF SMART GROWTH

1. **Mix Land Uses.**
New development may work best if it includes a mix of stores, jobs and homes. Single-use districts often make life less convenient and require more driving.

2. **Take Advantage of Existing Community Assets.**
From local parks to neighborhood schools to transit systems, public investments should focus on getting the most out of what we’ve already built.

3. **Create a Range of Housing Opportunities and Choices.**
Not everyone wants the same thing. Communities should offer a range of options: houses, condominiums, affordable house for low-income families, and “granny flats” for empty nesters.

4. **Foster “Walkable,” Close-Knit Neighborhoods.**
These places offer not just the opportunity to walk – sidewalks are a necessity – but something to walk to, whether it’s the corner store, the transit stop or a school. A compact, walkable neighborhood contributes to peoples’ sense of community because neighbors get to know each other, not just each other’s cars.

5. **Promote Distinctive, Attractive Communities with a Strong Sense of Place, Including the Rehabilitation and Use of Historic Buildings.**
In every community, there are things that make each place special, from train stations to local businesses. These should be protected and celebrated.

6. **Preserve Open Space, Farmland, Natural Beauty, and Critical Environmental Areas.**
People want to stay connected to nature and are willing to take action to protect farms, waterways, ecosystems, and wildlife.

7. **Strengthen and Encourage Growth in Existing Communities.**
Before we plow up more forests and farms, we should look for opportunities to grow in already built-up areas.

8. **Provide a Variety of Transportation Choices.**
People can’t get out of their cars unless we provide them with another way to get where they’re going. More communities need safe and reliable public transportation, sidewalks, and bike paths.

9. **Make Development Decisions Predictable, Fair, and Cost-Effective.**
Builders wishing to implement smart growth should face no more obstacles than those contributing to sprawl. In fact, communities may choose to provide incentives for smarter development.
10. **Adopt “Smart” Building Codes.**
Modern building codes can be a barrier to rebuilding older communities. They often require an entire building to be brought up to modern standards before any part of it can be used, forming a barrier to the small businesses and others that are often the leaders in revitalizing older neighborhoods.

11. **Encourage Citizen and Stakeholder Participation in Development Decisions.**
Plans developed without strong citizen involvement don’t have staying power. When people feel left out of important decisions, they won’t be there to help out when tough choices have to be made.

12. **Acknowledge That They Are Part of a Larger Northwest Ohio Community and That Their Actions Affect Their Neighbors.**
Communities at a minimum should consult with and coordinate with other jurisdictions to consider the impacts of land use policies and decisions on the communities and citizens beyond their borders.

13. **Solve Disputes Through Mediation or Negotiation Rather Than Through Confrontation and Litigation.**
Mediation, negotiation, and other techniques for managing conflicts and resolving disputes offer new opportunities for avoiding the expense and animosity that accompany prolonged rulemaking, tedious appeals, and endless litigation. When conflicts and disputes are being resolved cooperatively, the government role often changes to that of convener and facilitator, and the resourcefulness of citizens in devising common sense solutions can be tapped.

14. **Use New Tools to Meet Challenges of Land Use.**
Geographic Information Systems (GIS) and other advances in technology also offer new opportunities for improving land use decision making. New computer technologies now make it possible to amass, organize, and present vast amounts of data. GIS, in particular, can map and help monitor natural systems and identify lands suitable for development and conservation. These techniques are already transforming the planning process and should be widely used by both public and private sectors.

**SEVEN GOALS OF SMART GROWTH**

1. **Neighborhood Livability.**
The central goal of any smart growth plan is the quality of the neighborhoods where we live. They should be safe, convenient, attractive, and affordable. Sprawl development too often forces trade-offs between these goals. Some neighborhoods are safe but not convenient. Others are convenient but not affordable. Too many affordable neighborhoods are not safe. Can all these elements be brought together?

2. **Better Access & Less Traffic**
One of the major outcomes of sprawl is traffic. Putting jobs, homes and other destinations far apart and requiring a car for every trip, sprawl makes everyday tasks a chore. Smart growth’s emphasis on mixing land uses, clustering development, and providing multiple transportation
choices helps us manage congestion, pollute less and save energy. Those who want to drive can, but people who would rather not drive everywhere or don’t own a car have other choices.

3. **Thriving Cities, Suburbs, Towns & Agricultural Communities**
Smart growth puts the needs of existing communities first. By guiding development to already built-up areas, money for investments in transportation, schools, libraries and other public services can go to the communities where people live today. This is especially important for neighborhoods that have inadequate public services and low levels of private investment. Building a strong urban core will positively impact surrounding communities. It is also critical for preserving what makes so many places special — attractive buildings, historic districts, cultural landmarks, and farms.

4. **Ethnic Diversity & Social Equity**
Smart growth allows people of all income levels and ethnic backgrounds to share the benefits of prosperity. It encourages demographic diversity by emphasizing reinvestment in the urban core and in mixed and lower income areas. Enriching areas of high concentrations of financially challenged minorities infuse development with racial equity and encourages thriving, culturally varied neighborhoods.

5. **Lower Costs & Lower Taxes**
Sprawl costs money. Opening up green space to new development means that the cost of new schools, roads, sewer lines, and water supplies will be borne by residents throughout metro areas. Sprawl also means families have to own more cars and drive them further. This has made transportation the second highest category of household spending, just behind shelter. Smart growth helps on both fronts. Taking advantage of existing infrastructure keeps taxes down. And where convenient transportation choices enable families to rely less on driving, there’s more money left over for other things, like buying a home or saving for college.

6. **Keeping Open Space Open**
By focusing development in already built-up areas, smart growth preserves rapidly vanishing natural treasures. From forests and farms to wetlands and wildlife, smart growth lets us pass on to our children the landscapes we love. Communities are demanding more parks that are conveniently located and bring recreation within reach of more people. Also, protecting natural resources will provide healthier air and cleaner drinking water. Preserving farmland protects the viability of the agricultural community and the quality of life provided by our rural landscapes.

7. **Better Personal Health from a Healthier Environment**
Smart growth improves public health by preserving open space, offering alternative transportation choices, and providing a built environment that promotes active living. Sprawl measurably reduces personal health. Increased driving time results in more air pollution and incidence of respiratory disease. Low density development discourages physical activity, contributing to obesity, heart disease and diabetes. Pedestrian safety is compromised and the mobility of elderly, disable, and low-income residents is restricted. Uncontrolled growth and the loss of green space can also drastically affect both surface and groundwater quality.
EXHIBIT C

DESCRIPTION OF THE
WESTERN LUCAS COUNTY WATER SERVICE AREA
2006

The Western Lucas County Water Service Area is comprised of two (2) areas in Lucas County within the Townships bounded and described as follows:

1. Swanton, Harding, Spencer, Richfield Townships (excluding the Village of Berkey)

Starting at a point 200 feet north of the centerline of Shaffer Road on the Fulton-Lucas County line, called the POINT OF BEGINNING and hereafter referred to as such; thence easterly on a line which is 200 feet north of and parallel with the centerline of Shaffer Road to a point being 200 feet west of the centerline of Wilkins Road; thence northerly along a line which is 200 feet west of and parallel with the centerline of Wilkins Road to the centerline of Section 32, to a point, said point being 200 feet west of the centerline of Wilkins Road; thence easterly along the centerline of Section 39, to a point, said point being 200 feet west of the centerline of Berkey Road; thence northerly on a line 200 feet west of and parallel with the centerline of Berkey Road; extended northerly into the Southwest Quarter of Section 9, Range 5 East, Town 10 South to a point, said point being 660 feet north of the centerline of Old State Line Road; thence easterly on a line which is 660 feet north of and parallel to the centerline of Old State Line Road to a point being 200 feet west of the centerline of Schwamberger Road; thence northerly on a line 200 feet west and parallel with the centerline of Schwamberger Road to a point, said point being 200 feet south of the centerline of Frankfort Road; thence westerly on a line 200 feet south of and parallel with the centerline of Frankfort Road to a point, said point being 200 feet west of Raab Road; thence northerly on a line 200 feet west and parallel with the centerline of Raab Road to a point, said point being 200 feet north of the centerline of Bancroft St; thence easterly on a line 200 feet north and parallel with the centerline of Bancroft St to a point, said point being 200 feet west of the centerline of Irwin Road also being on a line 200 feet west of the westerly boundary of Sylvania Township; thence continuing northerly on a line 200 feet west of and parallel with the westerly boundary of Sylvania Township to the Michigan-Ohio State Line (excluding the Secor Metropark Nature Center west of Irwin Road), said point being 200 feet west of the centerline of Allen Road; thence westerly along the Michigan-Ohio Line to the Fulton-Lucas County line; thence southerly along the Fulton-Lucas County line to the POINT OF BEGINNING.
2. Swanton, Providence Townships

Starting at a point 200 feet southwest of the southwest line of Waterville Township at the intersection of the Maumee River and Lucas County-Wood County line, called the POINT OF BEGINNING and hereafter referred to as such; thence northwesterly on a line 200 feet southwest and parallel with the southwest line of Waterville Township to a point, said point being 200 feet north of the centerline of Vollmer Road; thence northeasterly on a line parallel with the centerline of Vollmer Road to a point, said point being 200 feet southwest of the centerline of Hertzfeld Road; thence northerly on a line 200 feet west and parallel with the centerline of Hertzfeld Road to the north line of Section 14, T-6-N, R-9-E; thence westerly along the north line of Section 14 and Section 15, T-6-N, R-9-E to a point, said point being 200 feet west of the centerline of the Berkey-Southern Road; thence northerly on a line 200 feet west and parallel with Berkey-Southern Road to the north line of Section 27, T-7-N, R-9-E; thence easterly along the north line of Section 27, T-7-N, R-9-E to a point, said point being 200 feet west of the centerline of Whitehouse-Spencer Road; thence northerly on a line 200 feet west and parallel with the centerline of Whitehouse-Spencer Road to a point, said point being 200 feet south of the centerline of Sager Road; thence westerly on a line 200 feet south and parallel with the centerline of Sager Road to a point, said point being 200 feet west of the centerline of Wilkins Road; thence northerly on a line 200 feet west and parallel with the centerline of Wilkins Road to a point 200' south of the centerline of Airport Highway; thence westerly on a line 200' south of and parallel to the centerline of Airport Highway to a point which is 200' east of the centerline of Waterville-Swanton Road; thence southerly on a line which is 200' east of and parallel to the centerline of Waterville-Swanton Road to a point which is 200' south of the centerline of Monclova Road; thence westerly on a line that is 200' south of and parallel with the centerline of Monclova Road to a point, said point being 200 feet east of the Fulton-Lucas County line; thence south on a line 200 feet east and parallel with the Fulton-Lucas County line to a point 200 feet south of the centerline of Sherman White Road; thence westerly on a line 200 feet south and parallel with the centerline of Sherman White Road to the Fulton-Lucas County line; thence southerly along the Fulton-Lucas County line; thence southerly along the Henry-Lucas County line to the Wood-Lucas County line; thence northeasterly along the Maumee River and Lucas County-Wood County line to the POINT OF BEGINNING.