SUPPLEMENTAL WATER AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made this 14th day of January, 1994, by and between the city of Toledo, Ohio, a municipal corporation, hereafter "Toledo", acting through its City Manager and Director of Public Utilities, and the City of Rossford, Ohio, a municipal corporation, hereafter "Rossford", acting through its Mayor.

WITNESSETH:

WHEREAS, Toledo has for many years been supplying surplus water to the City of Rossford in accordance with the Toledo Municipal Code, and a certain contract dated May 27, 1988, (the "Main Agreement"); and

WHEREAS, Toledo and Rossford have entered into a contract for a Joint Economic Development Zone (JEDZ) by Contract dated February 26, 1992; and

WHEREAS, as the result of the JEDZ there is a need for a water supply to adequately serve the future customers of Rossford; and

WHEREAS, it is necessary to supplement the terms of the Main Agreement to provide for water services to the JEDZ; and

WHEREAS, Toledo has surplus water to dispose of and is willing to sell the same, subject to the terms and conditions herein provided; and

WHEREAS, Rossford desires to contract for a supply of water upon such terms and conditions; and

WHEREAS, the Council of the City of Toledo, did, on the 13th day of December, 1993, duly enact Ordinance No. 814-93 of said City, authorizing and empowering the City Manager to enter into a contract on behalf of Toledo with Rossford for the furnishing of surplus water to Rossford from the water supply system of Toledo;
NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and the performance hereof, it is agreed by and between Toledo and Rossford, as follows:

SECTION 1. DEFINITIONS.

(A) "Supplemental Water Service Areas" shall mean the territories consisting of and limited to the areas described and graphically shown in Exhibit "A" attached hereto, and, by reference, made a part hereof. All territory with the "Rossford Toledo Water Service Area" as defined in the Main Agreement Section (1 (C)) shall continue to be served pursuant to the Main Agreement.

SECTION 2. EFFECT OF SUPPLEMENT.

All provisions of the Main Agreement between Toledo and Rossford, as modified by this Supplemental Water Agreement, shall remain in full force and effect.

SECTION 3. PURPOSE OF AGREEMENT.

The purpose of this agreement is to establish the terms and conditions under which Toledo will sell and deliver water of such quality as will be satisfactory to the City of Rossford and the Ohio Environmental Protection Agency and its successors, for use in the "Rossford Toledo Water Service Area" and as property is annexed to Rossford in the Supplemental Water Service Area(s) during the contract period and receive compensation for said water so supplied.

SECTION 4. READING OF METERS, BILLINGS AND COLLECTING.

Toledo shall read the meters of consumers, prepare and mail all bills for water service charges and other items for services under this agreement at the rate set forth and upon the terms contained in Sections
1(q), 10 and 14 of the Main Agreement.

SECTION 5. CONNECTION.

In addition to the connection points set forth in the Main Agreement, Toledo will, subject to adequate supply under Section 17 of the Main Agreement, deliver water to Rossford at the following locations:

(a) From the trunk mains located near the intersection of SR 795 and Glenwood Road. It is understood by the parties that the line from such take-off point may be owned by either the City of Rossford alone or jointly by the Cities of Rossford and Perrysburg. It is further understood by the parties that the trunk mains located at the intersection above are owned by the Wood County Commissioners and that Toledo has the right to convey its water through said trunk mains pursuant to a contract between Toledo and the Wood County Commissioners dated December 30, 1984, and that in the event that such trunk mains should in the future become the property of the City of Rossford, then the trunk water lines within the area and water service boundaries located within the Wood County Water district shall be re-adjusted at no cost to Toledo, and the parties hereto shall use their co-operative best efforts to continue the further conveyance of water to the City of Perrysburg pursuant to contract executed as corollary to a JEDZ agreement between it and Toledo dated January 6, 1993. The provision of water by Toledo to any other area not subject hereto over lines located within the Supplemental Water Service Area may not be accomplished upon terms more favorable to the water recipient than those afforded herein to Rossford.

(b) Such other connection points that may be established by future
mutual agreement of the parties.

SECTION 6. MAINTENANCE AND OPERATING.

Rossford shall operate and maintain the water system in the Supplemental Water Service Area(s) in accordance with the terms and provisions for operation and maintenance set forth in Section 7 of the Main Agreement.

Toledo undertakes to the extent that it shall have water supply in excess of the requirements of Toledo consumers, to supply Rossford and all users now or hereafter connected with the "Rossford Toledo Water Service Area" and the Supplemental Water Service Area(s) all water required by them for domestic, commercial or industrial purposes. It is, however, specifically agreed and understood by the parties that the supply of water to the "Rossford Toledo Water Service Area" and the Supplemental Water Service Area(s) is at all times subordinate to the needs of consumers within Toledo, and Toledo does not guarantee a fixed pressure or continuous supply of water.

SECTION 7. ADHERENCE TO RULES AND TOLEDO MUNICIPAL CODE.

Rossford, and all consumers within the Supplemental Water Service Area(s), shall abide by the applicable Rules and Regulations, as well as Toledo Municipal Code Sections, which are now or hereinafter in effect for Toledo's customers.

SECTION 8. WATER TO BE USED ONLY IN ROSSFORD WATER DISTRICT.

Water supplied by Toledo in accordance with the terms, conditions and provisions of this contract, shall be used only in the Supplemental Water Service Areas as herein specified. Provided, however, water shall not be extended to customers within the Supplemental Water Service
Area(s) set forth in paragraph 1(a) of this Contract except in full compliance with the terms of the JEDZ Agreement between Rossford and Toledo dated February 16, 1992, which is, by reference, fully incorporated herein.

SECTION 9. ADVISORY BOARD.

Should any situation arise during the term of this Agreement for which no clear provision is made by the Agreement relating to the purpose of this Agreement, or should the parties be unable to agree, a special Advisory Board shall be constituted consisting of one member appointed by Toledo, one member appointed by Rossford, and one designated by the two so appointed. The Advisory Board shall hold such hearings and make such findings and recommendations with respect to controversy as it shall consider just and equitable in accordance with the intent and purpose of this Agreement. The cost of the fact finding by the Advisory Board shall be paid one-half by Toledo and one-half by Rossford.

SECTION 10. TERM OF CONTRACT.

This contract shall be in force and effect for an initial term ending on May 27, 2008. It may be renewed pursuant to the provisions of Section 10 of the JEDZ Agreement dated February 26, 1992. If termination of either the Main Agreement or the JEDZ Contract results in the cessation of water service by Toledo to Rossford, this Agreement shall terminate.

SECTION 11. SEVERABILITY.

The provisions of this Agreement are declared to be severable and the holding as invalid of any section or provision hereof shall not impair or invalidate the remaining sections or provisions hereof.
SECTION 12. TERMINATION BY OPERATION OF LAW.

It is agreed by the parties hereto that if the intent and purpose of this Agreement cannot be legally carried out by virtue of the Statutes or constitution of the State of Ohio, the Charter of the City of Toledo, and the Charter of the City of Rossford, this Agreement shall be null and void.

IN WITNESS WHEREOF, the City of Toledo, by its City Manager and its Director of Public Utilities and the City of Rossford, by its Mayor, have hereunto set their hands on the day and year first above-mentioned.

WITNESSED:
Carolyn McCormick

Martha J. Balowiak

APPROVED AS TO FORM:
By: [Signature]
Rev. Director of Law

CITY OF TOLEDO, OHIO
By: [Signature]
City Manager

APPROVED AS TO CONTENTS:
By: [Signature]
Dir. of Public Utilities

WITNESSED:

By: [Signature]

CITY OF ROSSFORD, OHIO
By: [Signature]
Mayor

APPROVED AS TO FORM:
By: [Signature]
Rev. Director of Law
JUDICIAL DESCRIPTION

Beginning at a point of intersection of the Southeastern boundary of the Rossford Corporation Line and Glenwood Road; thence in a Southerly direction along Glenwood Road to a point of intersection at State Route 20; thence in a Northwesterly direction along State Route 20 to a point of intersection with Simmons Road; thence in a Northerly direction along Simmons Road to a point of intersection of Interstate 75; thence in a Northeasterly direction along I-75 to a point of intersection with Bates Road; thence in a Northerly direction along Bates Road to a point of intersection with Buck Road; thence in an Easterly direction to a point of intersection with the Southwestern boundary of the Rossford Corporation Line; thence following along the Southern Rossford Corporation Line, in an Easterly direction, to the point of beginning.