ORDINANCE NO. 1870

AN ORDINANCE TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT WITH THE CITY OF TOLEDO PROVIDING FOR THE SUPPLYING OF WATER BY THE CITY OF TOLEDO TO THE CITY OF ROSSFORD AND TO DECLARE AN EMERGENCY.

WHEREAS, representatives of the City of Toledo and of the City of Rossford have been working together to agree upon the terms of a contract under which the City of Toledo would supply water to the City of Rossford; and,

WHEREAS, the terms of said contract as shown by Exhibit A attached hereto and made a part hereof have been agreed to by the administration of the City of Rossford and the administration of the City of Toledo; and,

WHEREAS, council has reviewed the terms of this proposed agreement; and,

WHEREAS, it is determined that it will be in the best interest of the public health, safety and welfare of the residents of the City of Toledo to enter into said agreement with the City of Toledo;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ROSSFORD, WOOD COUNTY, OHIO, THAT:

Section 1. The Mayor of the City of Rossford and the City Administrator of the City of Rossford are hereby authorized to sign on behalf of the City of Rossford the proposed agreement with the City of Toledo as set forth in Exhibit A.

Section 2. Said agreement shall be effective, after approval by the Council of the City of Toledo, as of the date of the execution of said agreement.

Section 3. Council hereby finds that all actions taken relative to the consideration and adoption of this ordinance were in full compliance with law, including Ohio Revised Code, Section 121.22.

Section 4. This ordinance is deemed and declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety, and for the further reason that it is necessary to obtain the approval and execution of said agreement at the earliest possible time.

Passed this 28th day of March, 1988.

[Signature]
President of Council

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF Ord. 1870 PASSED BY THE COUNCIL OF THE CITY OF ROSSFORD, OHIO ON March 28, 1988 AND PUBLISHED BY POSTING A COPY THEREOF IN A CONSPICUOUS PLACE IN THE ROSSFORD MUNICIPAL BUILDING FOR A PERIOD OF FIFTEEN (15) DAYS.

[Signature]
Milt Kobl, Law Director
City Of Rossford, O.

Date of Mayor’s approval: 3/22/88

[Signature]
Mayor
AGREEMENT

THIS AGREEMENT entered into this 27th day of May, 1988, between the City of Toledo, hereinafter designated "Toledo", acting through its City Manager and the City of Rossford, hereinafter designated "Rossford", acting through its Mayor and Rossford Administrator hereinafter designated "Rossford".

WITNESSETH:

WHEREAS, Toledo has heretofore been supplying surplus water to territories outside its municipal limits, in accordance with the provisions of Title III, Chapters 933, 935, 937 and 939 of the Toledo Municipal Code; and

WHEREAS, to fulfill present and future water requirements of Rossford, there is a need for this Water Contract; and

WHEREAS, there is a need for a continuing water supply during the term of the Water Contract, and further the parties hereto desire to effect a Water Contract to adequately meet the needs of the parties hereto and the existing and future consumers in the Rossford Area being served under the Water Contract; and

WHEREAS, Toledo continues to have surplus water to dispose of and is willing to sell the same to consumers outside the corporate limits of Toledo, subject to the limitations and conditions herein provided; and

WHEREAS, Rossford, in pursuance of their authority pursuant to Ordinance No. 1879, passed March 28, 1988, desire to contract for a continuing supply of water to consumers in the Rossford Area hereinafter defined;

WHEREAS, Toledo in pursuance of their authority under Ordinance No. 960-86, passed by City Council on November 29, 1986.

NOW, THEREFORE, to meet the needs of the parties hereto and 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. For the purpose of this Agreement the terms defined in this section shall have the meaning herein ascribed to them:

A. DIVISION OF WATER shall mean the Division of Water of Toledo.

B. CITY WATER DISTRIBUTION SYSTEM shall mean water supply, treatment, storage, pumping and distribution system owned and operated by Toledo.
C. ROSSFORD TOLEDO WATER SERVICE AREA is defined and is to be known as the
area inside the corporate limits of Rossford as outlined on the map attached hereto and
made a part hereof, and designated as Exhibit A and described as follows:

SEE ATTACHMENT A

D. COUNTY SANITARY ENGINEER shall mean the County Sanitary Engineer or his
duly authorized representative.

E. SERVICE MAIN shall mean any six (6) or ten (10) inch conduit.

F. TRUNK MAIN shall mean any water conduit twelve (12) inches in diameter and
greater intended primarily to carry water for the supply of service mains.

G. UTILITIES DIRECTOR shall mean the Director of Public Utilities of Toledo
or his designee.

H. WATER COMMISSIONER shall mean the Commissioner of Water of Toledo.

I. ANNEXATION shall mean the state of annexation proceedings when the
provisions of Section 705.10 or Section 705.33 of the Revised Code of the State of Ohio,
at now in effect or hereafter amended, have been fully complied with, including the
passage of the necessary ordinances or comparable legislation accepting the annexed
territory.
J. INCORPORATION shall mean that state in the proceedings when the provisions of Section 707.01 to 707.14 inclusive, of the Revised Code of the State of Ohio, as now in effect or hereafter amended, have been fully complied with.

K. The meaning of all other terms utilized in this Agreement, unless the context specifically indicates otherwise, shall be the meaning as defined in Title III, Chapter 933, 935, 937 and 939 of the Toledo Municipal Code, as presently constituted or hereafter amended.

L. TITLE III, CHAPTERS 933, 935, 937 AND 939 OF THE TOLEDO MUNICIPAL CODE shall mean Chapters 933, 935, 937 and 939, Utilities, of the Toledo Municipal Code as presently constituted and in effect, which are set forth in Exhibit B, attached hereto and made a part hereof and amendments thereto. (In the event of amendment to said Chapters 933, 935, 937 and 939, Toledo shall inform Rossford of such proposed amendments a minimum of thirty (30) days prior to the effective date thereof.)

M. RULES, REGULATIONS AND STANDARDS shall mean those rules and regulations of the Utilities Director as presently in existence which are set forth in Exhibit C, attached hereto and made a part hereof, amendments thereto and those Rules, Regulations and Standards hereafter promulgated by the Utilities Director pursuant to Title III, Chapters 933, 935, 937 and 939 of the Toledo Municipal Code. (Toledo shall inform Rossford of any proposed amendments to such Rules, Regulations and Standards and those hereafter promulgated a minimum of thirty (30) days prior to the effective date of such amendment.)

N. WATER FACILITIES shall include service mains, trunk mains, pumping stations and other appurtenances necessary to supply water.

O. MASTER METER shall mean one single water meter to measure the total flow of water to various consumers who may or may not have submeters.

P. DEPARTMENT OF PUBLIC UTILITIES shall mean the Department of Public Utilities of City of Toledo.

Q. CONSUMER shall mean any individual, firm, company, association, society, corporation (governmental or otherwise), or group which has contracted for and utilizes Toledo water in that portion of Rossford within the boundaries of the Rossford-Toledo Water Service Area.
SECTION 3. UTILIZATION AND TRANSMISSION OF WATER SUPPLY. As a means of monitoring the water being furnished to consumers under this Agreement and customers of consumers under separate agreements with other municipalities as herein provided; and, further, as a method of protecting the health and welfare of all water users within Rossford--Toledo Water Service Area, no water facilities transmitting water furnished by Toledo shall be utilized for the transmission of water from any other source or supplier.

SECTION 4. EXTENSION AND CONSTRUCTION OF WATER FACILITIES BY ROSSFORD. In the event it is deemed necessary by Rossford to construct additional water facilities in the Rossford--Toledo Water Service Area, construction by Rossford of all such water facilities shall be in accordance with Chapter 6103 of the Revised Code of Ohio. No extension and/or construction of water facilities in the Rossford--Toledo Water Service Area and/or modification work of any nature whatsoever on any water facilities within or outside of the Rossford--Toledo Water Service Area shall be commenced without the approval of the Division of Water and the Utilities Director, together with full compliance with the procedures set forth in this section. The Rossford Administrator shall make the proper application to the Division of Water for a report as to the feasibility of the aforesaid proposed water service facilities. The said application shall be accompanied by the established fee required by Title III, Chapter 935, Section 935.06 of the Toledo Municipal Code. Upon approval of said application by the Division of Water and Utilities Director, construction plans for the said extension and/or construction of water facilities prepared in accordance with standards and specifications presently prescribed or hereafter prescribed by Toledo, shall be submitted to the Utilities Director for his written approval prior to the taking of bids or commencement of construction. Size and type of pipe and all other equipment and the manner of laying and constructing the same shall be in accordance with the standards presently or hereafter prescribed by Toledo. The Water Commissioner or his duly authorized representative shall be notified and may inspect and approve service and trunk mains and related equipment and work in connection therewith, which shall conform to standards presently or hereafter prescribed by Toledo. No extension shall be made to service a proposed subdivision within the Rossford--Toledo Water Service Area unless
such proposed subdivision has been approved by the proper authorities in accordance with Chapter 711 of the Revised Code of Ohio as presently in effect or as hereafter amended.

There shall be no connection of service mains to trunk mains previously constructed and installed or installed under this Agreement unless the location and construction of such connections and the connection itself shall be approved by the Utilities Director prior to installation. Any installation shall be constructed at the expense of the City of Rossford and according to plans approved by the Utilities Director of the City of Toledo; provided, however, incorporated areas in the Rossford--Toledo Water Service Area may by agreement participate in the cost of the foregoing capital improvements; and further, that, in the event any such foregoing required capital improvements installed by Rossford are directly beneficial to Toledo, Toledo shall contribute a proportionate share of the expense of such installation incurred in an amount mutually agreed upon by the parties hereto, which amount shall equitably reflect the benefit to Toledo.

All work shall be performed at the sole cost and expense of Rossford which shall indemnify and save harmless Toledo from all claims, demands, causes of action, losses, cost, damages or expense proximately caused by or resulting from such work, except such as may be proximately caused or result from the negligence or willful misconduct of the officers, agents or employees of Toledo.

SECTION 5. EXTENSION AND CONSTRUCTION OF WATER FACILITIES BY TOLEDO. In the event it becomes necessary to construct additional improvements, facilities, or appurtenances or to effect the relining of lines or other work within the City Water Distribution System, as defined in Section 2, in order to supply the water requirements of the Rossford--Toledo Water Service Area under this Agreement, Rossford shall pay for that portion of the cost as estimated of the said improvements, facilities, appurtenances, relining or other work which is attributable to the use of the same for purposes of supplying water to the Rossford--Toledo Water Service Area. Toledo shall notify Rossford in writing of such estimated cost determination prior to completion of such plans.
SECTION 6. MATERIAL AND WORKMANSHIP. Material and workmanship in the Rossford-Toledo Water Service Area, with respect to, but not limited to, all service and trunk mains, reservoirs, tanks, pumping stations and other improvements constructed by Rossford shall conform with the standards and specifications presently or hereafter maintained by the Division of Water and shall be subject to the inspection and approval of the Water Commissioner or his duly authorized representative.

SECTION 7. MAINTENANCE AND OPERATION. In case of annexation, prior to conveyance to Toledo, as hereinafter provided, Rossford shall own and be responsible for the maintenance, operation and repair (in accordance with Standards and Regulations of the Department of Public Utilities) of all service mains and trunk mains, pumping and booster stations, reservoirs, tanks, appurtenances, other improvements and all other water facilities located within the Rossford-Toledo Water Service Area, whether now in existence or hereafter constructed under this Agreement, together with all maps and records pertaining thereto; provided, however, that Toledo is hereby authorized to effect repairs and maintenance, which, in Toledo's judgment and discretion, comprise an area of an emergency nature without requiring the request, consent and/or authorization of Rossford. Toledo shall be compensated by Rossford for maintenance and repair work referred to in this section as hereinafter provided in Section 16 of this Agreement.

Toledo shall on behalf of and as agent for Rossford continue to maintain and operate such pumping and booster stations as it is presently maintaining and operating under the Water Contract as amended; and, further, Toledo shall, upon request being made by Rossford, maintain and operate such pumping and booster stations that may be constructed subsequent to the execution of this Agreement. Toledo shall be compensated for the foregoing services as provided in Section 16 of this Agreement. Rossford shall periodically inspect and police all water facilities, lines and appurtenances in the Rossford-Toledo Water Service Area to insure continual operation; and Toledo shall, without any charge whatsoever be furnished necessary access and rights-of-way required to permit it to inspect and test all such water facilities, lines and appurtenances. Toledo shall have the right and authority to use the aforesaid mains, stations, reservoirs, tanks and other improvements in existence at the time of the execution of this Agreement or constructed thereafter without any charge whatsoever for the purpose of supplying water to its consumers. Rossford shall provide at no cost to Toledo all necessary rights-of-way and work easements in public roads, streets, highways and
other public grounds and ways, without payment of any kind or license fees of any kinds, which may be required for the location, construction or maintenance of all water distribution equipment now existing and which may hereafter be installed for the purposes of this Agreement, and of any other Agreement or arrangement for the supply of Toledo water to areas and consumers within or outside of the Rossford--Toledo Water Service Area.

SECTION 8. INSTALLATION OF TAP BRANCHES. Installation of water tap branches within the Rossford--Toledo Water Service Area shall be made by the Division of Water and charged to the consumer at the outside city rate. Applications for the installation of water tap branches shall be made to the Rossford Administrator, and then upon approval by the Rossford Administrator submitted to the Department of Public Utilities.

SECTION 9. METERS. Tap branches, installed by Toledo as provided for in the preceding section, shall be equipped with a meter of the same kind and standards of material and workmanship as is now or may hereafter be required by the Toledo Municipal Code or the Rules, Regulations or Standards of the Department of Public Utilities. The installation of all meters shall be made by the Division of Water according to the same regulations as are now or hereafter in force and effect within Toledo.

SECTION 10. READING OF METERS, BILLING AND COLLECTING. Toledo shall read the meters of consumers, prepare and mail all bills for water service charges and other items to consumers in the Rossford--Toledo Water Service Area at the rates and charges as provided in Section 14 (A) and (B) of this Agreement. The foregoing shall be effected in accordance with the Department of Public Utilities' procedures, Chapter 933 of the Toledo Municipal Code and City Charter provisions, Ordinances of Toledo and Rules, Regulations and Standards related thereto as presently in effect and as hereafter prescribed.

Toledo shall remit to Rossford on or before March 1, June 1, September 1, and December 1, of each year the balance remaining from the amount collected from consumers in the Rossford--Toledo Water Service Area after deducting the amounts due Toledo which are the rates, charges, and fees set forth in Section 14 A of this Agreement. The amounts deducted and retained by Toledo shall constitute Toledo's compensation for services rendered by Toledo to consumers in the Rossford--Toledo Water Service Area. In addition, with each such remittance to Rossford, Toledo shall furnish an accounting showing the amount billed and collected, and detailed additional charges due Toledo as provided for in Section 16 of this Agreement. Within thirty (30) days of receipt by Rossford of said accounting furnished, Rossford shall remit to Toledo the additional charges due Toledo provided for in Section 16 of this Agreement.
All water service charges billed to consumers within the Rossford--Toledo Water Service Area shall be due and payable by such consumers on or before the date noted on the bill.

No provision of this Agreement shall be construed to abridge or otherwise impair the right of Toledo or Rossford to maintain any action or take other appropriate measures to collect delinquent water and sewer bills from consumers within the Rossford--Toledo Water Service Area. Rossford agrees that Toledo shall have the right to effect any legal procedures deemed necessary to collect delinquent accounts (or charges) within the Rossford--Toledo Water Service Area. If any consumer in the Rossford--Toledo Water Service Area neglects or refuses to make payments as required or violates any of the provisions of Title III, Chapters 933, 935, 937 or 939 of the Toledo Municipal Code, Ordinances of Toledo and Rules and Regulations related thereto presently in effect or as hereafter amended, Toledo shall have the right to shut off water being furnished to such consumer upon giving notice and pursuant to such procedures as provided by Toledo's Department of Public Utilities' Regulations. In the event service is discontinuing to a consumer within the Rossford--Toledo Water Service Area who is delinquent, no service shall be permitted or resumed to such consumer until all delinquencies, including penalties established by Toledo's Department of Public Utilities' Regulations are paid in full, or satisfactory payment arrangements approved by the Department of Public Utilities are made.

SECTION II. OBLIGATIONS OF CONSUMERS OF WATER IN THE ROSSFORD TOLEDO WATER SERVICE AREA. Water service to consumers in the Rossford--Toledo Water Service Area shall at all times be subject to the following:

A. Any consumer in the Rossford--Toledo Water Service Area who has applied for service and signed an agreement with the Department of Public Utilities for service at a specified property shall be considered as accepting the provisions of this Agreement and all Ordinances of Toledo and the Rules, Regulations and Standards of the Department of Public Utilities as currently in effect or hereafter amended. Said consumer shall be liable for all water and service charges for such premises.

B. Application for turning water on and off shall be made at the Office of the Department of Public Utilities in accordance with the Ordinances of Toledo and the general rules, regulations and Standards of the Department of Public Utilities.

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C. Whenever it shall be found that Toledo water is being used in a premises within the Rossford--Toledo Water Service Area for which no application has been made, the water shall be shut off and service not restored until proper application has been made and all water unlawfully consumed has been paid for with a penalty as provided for in the Rules and Regulations of the Department of Public Utilities as presently constituted or hereafter amended.

SECTION 12. CONNECTION POINTS. Toledo shall deliver water to Rossford at existing and additional connection points mutually agreed upon by Toledo and the Rossford as and when the same may be needed to supply water to the Rossford--Toledo Water Service Area.

SECTION 13. WATER TO BE USED ONLY IN THE ROSSFORD--TOLEDO WATER SERVICE AREA. Water supplied by Toledo, in accordance with the terms, conditions and provisions of this Agreement, shall be used only in the Rossford--Toledo Water Service Area as herein specified.

SECTION 14. WATER RATES. Rates and other charges and fees to be charged to and paid to Toledo by consumers in the Rossford--Toledo Water Service Area upon billing by Toledo as provided in Section 10 hereof shall be imposed in the manner as provided by Section 15 of this Agreement. Such rates and other charges and fees are:

A. Rate for Water Furnished to Consumers Outside the City Limits. Consumers within the Rossford--Toledo Water Service Area shall be charged and shall pay the water rates levied and assessed upon consumers outside Toledo as provided for in Title III, Chapter 933, Section 933.02 (b) of the Toledo Municipal Code as constituted and in effect as of the date of the execution of this Agreement, or in the event of the amendment of said water rates, the consumer shall pay the water rates as hereafter amended, said rates being subject to change by amendment in Toledo's Ordinances at any time, and in addition, those specific scheduled rates and fees applicable to such consumers, which rates and fees shall be established by Toledo pursuant to Chapters 933 and 935 of the Toledo Municipal Code, Ordinances of Toledo and Rules, Regulations and Standards relating thereto as presently in effect or hereafter amended.

In addition, charges not scheduled as shall hereafter be determined by the Utilities Director from time to time to be necessary to compensate Toledo for the cost of furnishing specific services to a consumer within the Rossford--Toledo Water Service Area, or as provided by Chapters 933 and 935 of the Toledo Municipal Code as presently constituted or hereafter amended (all of which have been in Section 15 of this
Agreement), shall be charged to consumers and paid to Toledo by such consumers. Toledo shall prepare and submit all costs for such charges to such consumers.

B. Rossford Local Maintenance, Capital and Other Specific Charges and Fees.

Local maintenance, capital or other specific charges and fees as authorized by City Council of Rossford on consumers within the Rossford--Toledo Water Service Area will be collected by Toledo and paid over to Rossford in the manner provided as part of the billing and collecting procedure of Section 10 of this Agreement. No change of such local charges shall become effective and be collected by Toledo unless Rossford shall notify Toledo and all consumers in the Rossford--Toledo Water Service Area of any such change at least forty-five (45) days prior to the proposed effective date thereof. The aforesaid notice shall include a provision that such local charges are being imposed by Rossford; and, further, the aforesaid notice shall be submitted to the Utilities Director for his review and approval prior to being mailed or otherwise transmitted to consumers.

When this Agreement terminates by reason of Section 25 hereof, provided payments due Toledo as set forth by Section 14 (A) and (B) and 16 of this Agreement have been fully made, any monies collected and not disbursed, in the possession of Toledo shall be paid over to Rossford.

Bills mailed after the execution date of this Agreement to consumers within the Rossford--Toledo Water Service Area shall include the water rates and other charges for consumers outside the corporate limits of Toledo; and further, said bills will include Rossford local maintenance, capital and other specific charges and fees.

SECTION 15. APPLICABILITY OF TOLEDO RULES AND RATES. By a duly enacted Ordinance fully complying with legal requirements, Rossford agrees to immediately adopt and enforce the provisions of Title III of Chapters 933, 935, 937 and 939 of the Toledo Municipal Code and Toledo City Charter provisions and Ordinances and Rules, Regulations and Standards of the Department of Public Utilities related thereto which are now in effect; and Rossford agrees that upon written notice to it by the City of any amendments to the foregoing, to immediately enact an ordinance fully complying with legal requirements, adopting such amended provisions and Rossford agrees to enforce such amended provisions. All consumers within the Rossford--Toledo Water Service Area shall be subject to and be bound and governed by the said foregoing adopted items. Rossford shall authorize the Rossford Administrator, as its duly authorized official, to enforce within the Rossford--Toledo Water Service Area the said code, charter provisions,
ordinances and other items of Toledo adopted by Rossford as herein provided and perform all functions pertaining thereto. Further, said enacted Rossford ordinance shall provide for full compliance by all consumers with Federal and State of Ohio Water Pollution Control Acts, applicable Statutes of Ohio and the Toledo items set forth in this paragraph. In the event Rossford fails to enforce compliance with the foregoing adopted items within the Rossford--Toledo Water Service Area, the Utilities Director is hereby authorized to effect the enforcement thereof. Representatives of Toledo shall be permitted access to, with proper assistance provided by Rossford, all water facilities of Rossford and the water facilities of all private consumers of Rossford system for surveillance, sampling, testing, measurements and inspection.

As to those rates and other charges and fees provided by Section 14 hereof, Rossford shall, by a duly enacted resolution fully complying with all legal requirements, immediately adopt and impose on consumers within the Rossford--Toledo Water Service Area water rates levied upon consumers outside of Toledo city limits as provided in Title III of Chapter 933, Section 933.02 (b) of the Toledo Municipal Code as constituted and effective as of the date of the execution of this Agreement, and those applicable specific scheduled charges and fees established by Toledo pursuant to Chapters 933 and 935 of the Toledo Municipal Code, all as provided for in Section 14 (A) hereof. The Rossford Administrator shall also by a duly enacted ordinance fully complying with all legal requirements, give authority to Toledo to collect such Rossford charges and fees as provided in Section 14 (B) of this Agreement. Toledo shall have the right to amend such rates and other charges as provided in Title III of Chapters 933 and 935 at any time, and the Rossford Administrator shall, by a duly enacted ordinance fully complying with all legal requirements, adopt and impose on consumers within the Rossford--Toledo Water Service Area such amended rates and other charges and fees; provided, however, no increase of such charges then prevailing shall become effective unless the Utilities Director shall have furnished to Rossford at least Twenty-six (26) days prior to the effective date thereof, a cost analysis and data to substantiate such increase.

Rossford shall, in the manner aforesaid, adopt and impose the rates and other charges and fees amended by Toledo to become effective on the date specified by Toledo, notwithstanding the fact that, in the opinion of Rossford, Toledo has not substantiated the increase. Provided, however, in the event Rossford shall elect upon giving Toledo written notice of such election within thirty (30) days of receipt of notice of change,
to contest the increase on the basis that said increase is not substantiated, that portion of Toledo's amended rates and other charges and fees representing an increase of such which are paid shall, to the extent of any increase therein, be considered on behalf of the consumers to be paid under protest. Consumers so affected shall be entitled to an appropriate adjustment as to payment of the portion of the increase not substantiated in the event such adjustment is determined to be made by mutual agreement of the parties, or in the event final judicial determination is made ordering such adjustment of payment. Furthermore, Rossford shall not modify or terminate any rates or other charges and fees imposed under the provisions of this subsection except in fulfillment of the requirements contained in this section relating to the adoption and imposition of amendments established by Toledo.

SECTION 16. ADDITIONAL CHARGES DUE TOLEDO. In addition to the water service charges and specific scheduled charges and fees applicable to consumers in the Rossford--Toledo Water Service Area as provided for in Section 14 (A) of this Agreement, Toledo shall be entitled to receive and Rossford shall pay to Toledo, upon receipt of an invoice from Toledo, compensation for services performed by Toledo under this Agreement. Toledo shall be paid its entire cost (including direct and indirect costs as determined by Toledo) for the following services:

(A) For collecting, accounting for and remitting Rossford's charges as provided for in Sections 10 and 14 (B) of this Agreement. The 1988 charge for this service shall be One and 00/100 Dollars ($1.00) per bill; thereafter the charge shall be an amount equal to the actual cost of billing as substantiated by Toledo, such charge to become effective following thirty (30) days written notice.

(B) For any service performed by Toledo under this Agreement, at the request of Rossford for which Toledo is not compensated by the water service charges and charges of an emergency nature as provided for in Section 7 herein, and specific scheduled or other charges and fees applicable to consumers within the Rossford--Toledo Water Service Area as provided by Section 14 (A) of this Agreement.

SECTION 17. TOLEDO TO SUPPLY WATER; AMOUNT AND PRESSURE NOT GUARANTEED. Toledo undertakes, to the extent that it may lawfully do so and to the extent that it shall have a surplus water supply in excess of the requirements of Toledo consumers, to supply water to all consumers now or hereafter connected to the Rossford Water Distribution System with the Rossford--Toledo Water Service Area. It is, however, agreed and understood by the parties that such supply of water to the Rossford--Toledo
Water Service Area and Rossford is at all times subordinate to the needs of consumers within Toledo, and if such requirements existing by virtue of water contracts entered into prior to this date first entered above. Rossford agrees to abide by and enforce any emergency restrictions as to water use which may be imposed upon consumers within Toledo pursuant to Title III, Chapter 939, Section 939.14 of the Toledo Municipal Code. Toledo does not guarantee any fixed pressure or continuous supply of water. In the event of serious damage to reservoirs or pumping stations or other emergencies, water may be shut off without notice. 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 Rossford and/or any person, firm, corporation and/or governmental body in the Rossford-Toledo Water Service Area. If Toledo fails to supply an adequate amount of water or adequate water pressure to the Rossford/Toledo Water Service Area for a protracted period of time, or if such inadequacy occurs with undue frequency, and if no plan for improvement can be agreed upon by both parties, then Rossford shall have the right to terminate this contract upon ninety days' written notice delivered to the City Manager with a copy to the Director of Public Utilities of the City of Toledo.

SECTION 18. WATER FOR SEWER. The City of Rossford shall be authorized, upon permission of the Commissioner of Water to use reasonable amounts of water from fire hydrants for the purpose of flushing public sewers. No use shall be made of water for private persons or private purposes.

SECTION 19. ROSSFORD ADMINISTRATOR TO FURNISH DETAIL PLANS. The Rossford Administrator shall prepare, maintain current and furnish to the Division of Water detailed maps showing the location of all pipes, special castings, valves and fire hydrants heretofore and hereafter installed in the Rossford-Toledo Water Service Area, upon agreement between the parties of some equitable method of sharing the added cost of maintenance, repair and depreciation which may be incurred by reason. The Rossford Administrator shall furnish the Division of Water original cloth or mylar drawings of all improvements built within the Rossford-Toledo Water Service Area.

SECTION 20. CONTRACTS WITH OTHER SUBDIVISIONS. Nothing in this Agreement shall be construed as preventing Toledo from selling Toledo water directly to any area and/or political subdivision outside of the Rossford-Toledo Water Service Area. Toledo shall have the right and authority to use the lines described below without any charge.
whatsoever for the purpose of supplying water to its customers within and outside of the Rossford--Toledo Water Service Area:

1) Eighteen (18") inch main which reduces to a twelve (12") inch main in Superior Street that runs from Glenwood Road to theRossford city limits.

2) Twenty (20") inch main in Glenwood Road that runs from Superior Street to the Rossford city limits.

SECTION 21. CHANGE IN AREA IN THE EVENT OF ANNEXATION BY OTHER MUNICIPALITIES OR INCORPORATION. In the event that hereafter any territory in the Rossford-Toledo Water Service Area shall incorporate or shall annex to any municipality other than Toledo, provisions of this Agreement shall continue to apply in all respects to such territory until such municipality shall enter into a new Agreement with Rossford. The new Agreement shall be submitted to Toledo for approval and upon being approved shall supersede this Agreement in respect to such territory. Such incorporation or annexing territory is deemed to have full knowledge of this Agreement and the contents thereof as amended from time to time. The parties to this Agreement hereby reserve and shall have all necessary easements in public roads, streets, highways and other public grounds and ways without payment of any kind or license fees of any kind which (easements) may be required for the location, construction or maintenance of all water distribution equipment now existing and which may hereafter be installed for the purpose of this Agreement and of any other contract or arrangement for the supplying of Toledo water to areas within or outside of the Rossford--Toledo Water Service Area. In the event the said incorporating or annexing territory refuses or fails, for any reason whatsoever, to provide the parties hereto with the said necessary easements, the said parties hereto, or either one of them, hereby reserves the right to discontinue service and/or refuse to grant any further service main extensions and/or water tap branches to such territory, and the parties hereto shall, by mutual agreement, determine the use and/or disposition of the main lines, connecting trunk lines and other capital improvements and water distribution equipment in such territory.

SECTION 22. EXISTING PRIVATE AGREEMENTS. All private agreements for the construction of water line extensions entered into between Rossford and private owners after the execution of this Agreement shall contain a provision that Toledo or any other municipality, to the extent that it may lawfully do so, will enforce such agreements in the event the area affected thereby annexes to Toledo or such other municipality. Rossford, at the time of annexation, shall deposit with the Water Commissioner a
certified copy of each such private agreement, whether executed before or after the date of this Agreement, and a certified copy of each resolution granting permission to construct and authorizing the collection of a prorated share and Toledo shall, to the extent it may lawfully do so, enforce the provisions contained in each such agreement.

SECTION 23. ADVISORY BOARD. Should any situation arise during the term of this Agreement, for which no clear provision is made by the contract relating to the purpose of the contract, the controversy shall be investigated by Toledo and Rossford in accordance with the general purpose of this Agreement. Should the parties be unable to agree, a special Advisory Board shall be set up, consisting of one member appointed by Toledo, one appointed by Rossford and one designated by the two so appointed. The Advisory Board shall hold such hearings and make such other investigations as it considers necessary; and it shall make such findings and recommendations with respect to the controversy as it shall consider just and equitable in accordance with the intent and purpose of this Agreement. The cost of fact finding shall be paid one-half by Toledo and one-half by Rossford.

SECTION 24. TERM OF THE AGREEMENT. The term of this Agreement shall be for a period of twenty (20) years from the date of the execution of the Agreement, expiring May 27, 2000. Except as otherwise herein specifically provided, this Agreement shall have no retroactive effect. In the event Rossford and Toledo mutually agree that a regional water system, or its equivalent, shall be beneficial to the citizens and commerce of the area as a whole, this Agreement may be terminated or superseded as necessary to derive said benefits.

SECTION 25. 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 and Constitution of the State of Ohio and the Charter of the City of Toledo, this Agreement shall be null and void.

SECTION 26. SEVERABILITY CLAUSE. 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.

IN WITNESS WHEREOF, the City of Toledo, by its City Manager and Utilities
Director and the City of Rossford by its Administrator have caused this Agreement to be executed the day and year first above mentioned.

Approved as to Content:

[Signature]
Thomas L. Kovaich
Director of Public Utilities
City of Toledo

CITY OF TOLEDO
By ____________________________
PHILIP A. HAWKEY, City Manager

Approved as to Form:

[Signature]
CITY OF TOLEDO, DEPARTMENT OF LAW

CITY OF ROSSFORD
By ____________________________
Louis Bauer, Jr., Mayor

CITY OF ROSSFORD
By ____________________________
Kenneth R. Swozak, City Administrator

CITY OF ROSSFORD
Matt Koib, Sr.
Rossford Law Director