CITY OF TOLEDO, COUNTY OF WOOD

WATER CONTRACT

This contract entered into this 30 day of October, 1984, between the CITY OF TOLEDO, hereinafter designated "TOLEDO," acting through its City Manager and Director of Public Utilities, and the COUNTY OF WOOD, hereinafter designated "County," acting through its Board of County Commissioners, hereinafter designated "County Commissioners," pursuant to Chapter 6103 of the Revised Code.

WITNESSETH:

WHEREAS, on the 1st day of February, 1966, Toledo entered into a contract with the County pursuant to the authority contained in Ordinance No. 981-65 passed by the Council of the City of Toledo on December 27, 1965, as amended and modified by Ordinance No. 432-74 passed on May 14, 1974, and Ordinance No. 29-81 passed on January 20, 1981; and

WHEREAS, various amendments to the aforesaid Contract between Toledo and the County have been effected by authority in ordinances passed by the Council of the City of Toledo and the County Commissioners have passed resolutions authorizing such amendments; and

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, under the terms of the Contract entered into on February 1, 1966, and amendments thereto (hereinafter referred to as "Water Contract") water mains, and appurtenances thereto located in the County outside of Toledo, through which Toledo water has been carried to consumers within the County Water Area as defined in the Water Contract, have been installed by or under the supervision of the County Commissioners and maintained by them in accordance with the provisions of the Ohio Revised Code, including Chapter 6103, and have been so constructed as to constitute extensions of the City Water Distribution System; and

WHEREAS, the terms, conditions and provisions of the Water Contract have been substantially completed and performed with the exception of the matters hereinafter referred to, and it is the desire and intention of the parties hereto to modify and supersede various portions of the said Water Contract as hereinafter provided; it being understood that the parties hereto intend to retain and continue in effect certain provisions of the Water Contract as hereinafter provided; and
WHEREAS, to fulfill present and future water requirements, there is a need for additions to, modifications of and deletions from the said Water Contract, as amended; and

WHEREAS, there is a need for a continuing water supply during the term of the Water Contract and subsequent to the date of the termination of the Water Contract; namely, February 1, 1966, and further the parties hereto desire to effect a modification of the terms, provisions, and conditions of the Water Contract to adequately meet the needs of the parties hereto and the existing and future consumers in the County Water 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, the County Commissioners, in pursuance of their authority under the Ohio Revised Code, including Chapter 6103 of the Ohio Revised Code, desire to contract for a continuing supply of water to consumers in the County Water Area hereinafter defined; and

WHEREAS, the subject matter and provisions of the Water Contract are being modified by the terms, provisions and conditions hereinafter set forth in this Agreement dated October 30, 1984, subject to the retention and preservation of certain provisions of the Water Contract as hereinafter specified, which portions of the Water Contract shall remain in full force and effect and unaltered by the modifications set forth herein;

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 the County as follows:

SECTION 1. SUPERSEDED AGREEMENT. The Water Contract executed by and between Toledo and the County on February 1, 1966, and the amendments thereto, shall be in full effect and force until the date of the execution of this Agreement, when it shall be deemed superseded and replaced by this Agreement; subject to the payment of any accrued and unsatisfied obligations or liabilities due by the County to Toledo under the existing Agreement, all of which are hereby assumed by the County, provided, however, that certain provisions of the Water Contract as hereinafter specified shall remain in full force and effect. The County does hereby agree to expeditiously pay all presently accrued and unsatisfied obligations or liabilities, if any, incurred under the Water Agreement of
February 1, 1966, upon receipt of Toledo's invoice therefor. Nothing in this section shall be construed to affect the obligation to Toledo of persons other than the County for accrued billings and other liabilities.

SECTION 2. 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. CAPITAL IMPROVEMENT SURCHARGE shall mean any charge covering the present or future cost of improvements to the system normally not assessable, including but not limited to pumping stations, storage tanks, reservoirs and large transmission mains.

B. CITY WATER DISTRIBUTION SYSTEM shall mean water supply, treatment, storage, pumping and distribution system owned and operated by Toledo.

C. COUNTY WATER AREA. The area covered by this Agreement, hereinafter the County Water Area, shall be only those portions of the Sewer District of the County, as constituted and established pursuant to legislation of the Wood County Commissioners, which were located outside the corporation limits of the City of Toledo, Ohio, on November 4, 1965, and as outlined on the map attached hereto and made a part hereof and designated Exhibit A, constituted generally as follows:

EXHIBIT A

Beginning at the intersection of the easterly right-of-way line of East Boundary Street and the Maumee River, thence northeasterly along the Maumee River to the February 1, 1966 corporation limits of the City of Rossford, Ohio, thence paralleling the said corporation boundary lines of the City of Rossford, Ohio, along the westerly, southerly and easterly boundary lines of the City of Rossford, Ohio, thence easterly along the southerly boundary line of the City of Northwood, Ohio, to the westerly right-of-way line of the Consolidated Rail Corporation (ConRail), thence northerly along the westerly right-of-way of ConRail property to the intersection of the westerly right-of-way of ConRail and the City of Toledo - City of Northwood Corporation line, thence easterly along the City of Toledo - City of Northwood Corporation line to the intersection of the City of Toledo - City of Northwood Corporation line and the westerly right-of-way line of the Toledo Terminal Railroad, thence southerly along the westerly right-of-way line of the Toledo Terminal Railroad to the
intersection of the westerly right-of-way line of the Toledo Terminal Railroad and the November, 1983 City of Northwood Corporation limits, thence easterly along the said City of Northwood Corporation limits to the intersection of the City of Northwood Corporation limits and the westerly right-of-way of the Consolidated Rail Corporation, thence along the Consolidated Rail Corporation westerly right-of-way to the intersection of the Consolidated Rail Corporation right-of-way and the Interstate No. 280 Highway westerly right-of-way, thence southerly along the westerly right-of-way of I-280 to the intersection of the westerly right-of-way of I-280 and the northerly right-of-way of the Ohio Turnpike, thence northwesterly along the northerly right-of-way of the Ohio Turnpike to the intersection of the northerly right-of-way of the Ohio Turnpike and the westerly right-of-way of Interstate No. 75 (I-75), thence southwesterly along the westerly I-75 right-of-way to the intersection of the westerly right-of-way line of I-75 and the centerline of State Route 795, thence westerly along the centerline of State Route 795 to the intersection of State Route 795 and the easterly line of River Tract 69 extended, thence northerly along said easterly line of River Tract 69 to a point on the northwesterly right-of-way line of the Baltimore and Ohio Railroad, thence southeasterly along the northwesterly right-of-way of the Baltimore and Ohio Railroad to a point, said point being the northwesterly right-of-way of the Baltimore and Ohio Railroad and the southwesterly corner of a parcel of ground owned by the City of Perrysburg as recorded in the Record of Deeds 324-478 in the Recorder's Office, Wood County, Ohio, thence northwesterly a distance of 112.50 feet along the northeasterly line to a point on the northwesterly line, thence southwesterly along the northwesterly line a distance of 385.23 feet to a point, said point being the southeasterly corner of a parcel of land owned
by McBalfa, Inc., as recorded in the Record of Deeds, Volume 431, Page 542, in the Recorder's Office, Wood County, Ohio, thence northerly along the easterly line of said parcel, a distance of 120 feet to a point, thence southwesterly along the northerly line of said parcel, a distance of 360 feet to a point on the easterly right-of-way of East Boundary Street, said point being the northwesterly corner of the said parcel, thence northwesterly along the easterly right-of-way of East Boundary Street to the place of beginning.

D. SERVICE MAIN shall mean any 6, 8, or 10 inch conduit.

E. TRUNK MAIN shall mean any water conduit not less than 12 inches in diameter intended primarily to carry water for the supply of service mains.

F. UTILITIES DIRECTOR, shall mean the Director of Public Utilities of Toledo.

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

H. ANNEXATION shall mean the state of annexation proceedings when the provisions of Section 709.10 or Section 709.33 of the Revised Code of the State of Ohio, as 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.

I. INCORPORATION shall mean that state in the proceedings when the provisions of Section 707.10 or Section 707.19 of the Revised Code of the State of Ohio, as now in effect or hereafter amended, have been fully complied with.

SECTION 3. WATER SUPPLY. The surplus water of Toledo to be supplied the County Water Area by Toledo shall be subject to the following limitation:

The total volume of water to be furnished from the connection point at East Broadway and Oakdale shall not exceed nine thousand one hundred (9,100) gallons per minute, and an amount not to exceed two thousand eight hundred (2,800) gallons per minute shall be furnished at the connection located in Rossford, Ohio, which connection is to serve the City of Rossford, other present consumers within Wood County and the County Water Area. At such time as the limitation of nine thousand one hundred (9,100) gallons per minute is reached at
the East Broadway and Oakdale connection the County shall, subject to the approval of Toledo, and at no expense to Toledo, construct and install, outside of the corporate limits of Toledo, additional facilities for storage and other related appurtenances required to furnish an adequate supply of water for the County Water Area within the limitations provided for in this Section.

SECTION 4. OBLIGATION OF WOOD COUNTY COMMISSIONERS. During the life of this contract the Wood County Commissioners shall take no action, except as required by the statutes of the State of Ohio or by this contract, or in any manner aid or assist any others in taking action, to effect the construction or operation of any public water system in the County Water Area, or to secure a source of water supply for any consumer in the County Water Area, other than that provided for in this contract unless the City is unable for any reason to provide water service to this area and grant approval of this action.

SECTION 5. EXTENSION AND CONSTRUCTION OF WATER FACILITIES BY THE COUNTY. Construction by the County Commissioners of water service facilities shall be in accordance with Chapter 6103 of the Revised Code of Ohio. The County Commissioners shall, as required in Wood County, make the proper application to the Division of Water for a report as to the feasibility of the proposed service main extension and/or construction. 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 Director of Public Utilities construction plans for the said extension and/or construction, prepared in accordance with standards and specifications presently prescribed or hereafter prescribed by Toledo, shall be submitted to the Director of Public Utilities prior to the taking of bids therefor and his written approval obtained. 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 Director of Public Utilities or his duly authorized representative shall periodically inspect and approve service mains and related equipment and work in connection therewith, which shall conform to standards presently or hereafter prescribed by Toledo.
SECTION 6. 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, subject to the limitation in Section 3, the water requirements of the County Water Area under this contract, Wood County will pay that portion of the cost 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 County Water Area. Toledo shall notify the County in writing of such estimated cost determination prior to completion of such plan.

SECTION 7. MATERIAL AND WORKMANSHIP. Materials and workmanship in the County Water Service Area, with respect to, but not limited to, all service and trunk mains, reservoirs, tanks, pumping stations and other improvements constructed by the County shall conform with the standards and specifications presently or hereafter maintained by the Division of Water and shall be subject to the periodic inspection and approval of the Water Commissioner or his duly authorized representative.

SECTION 8. MAINTENANCE AND OPERATION. The County shall own and shall be responsible for the maintenance, operation and repair (in accord with standards and regulations of the Division of Water) of all service and trunk mains, pumping and booster stations, reservoirs, tanks, appurtenances, other improvements and all other water facilities in the County Water Area, now in existence or hereafter constructed therein under this Agreement, together with all maps and records pertaining thereto. And further provided that Toledo is hereby authorized to effect repairs and maintenance, which, in Toledo's judgment and discretion, are of an emergency nature without requiring the request, consent and/or authorization of the County. Toledo shall be compensated by the County for maintenance and repair work referred to in this section as hereinafter provided in Section 14 of this Agreement. Toledo shall on behalf of and as agent for the County 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 the County, 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 14 of this Agreement. The County shall periodically inspect and monitor all water facilities, lines and appurtenances in
the County Water 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. The County 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 kind, 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 supplying of Toledo water to areas and consumers within or outside of the County Water Area. The County shall pay the entire cost of services performed by Toledo under this Section, including the cost of restoring streets and roads.

SECTION 9. INSTALLATION OF TAP BRANCHES. Installation of water tap branches within the County Water Area shall be made by Toledo and charged for at ten percent (10%) in excess of the charge for Toledo consumers. Applications for the installation of water tap branches shall be made to the Wood County Sanitary Engineer, and then upon approval by said engineer, submitted to the Department of Public Utilities for approval before applicant can obtain a building permit from the Wood County Building Inspection Department.

SECTION 10. METERS. Each tap branch shall be provided 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 meters shall be under the same regulations of the Division of Water as are now or may hereafter be in force within Toledo.

SECTION 11. 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 County Water Area at the rates and charges as provided in Section 13 (A) and (B) of this Agreement. In the event an agreement is entered into between the County and any incorporated area located within the Water Service Area and is approved by Toledo as provided for in Section 12 of this Agreement, Toledo hereby agrees to read the master meters of each of such
incorporated areas entering into such Agreement. Toledo shall not be required to read the individual meters of water customers within the water service areas of such incorporated areas. 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 the County on or before April 1, July 1, October 1, and December 31, of each year the balance remaining from the amount collected from consumers in the County Water Area after deducting the amounts due Toledo which are the rates, charges, and fees set forth in Section 13 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 County Water Area. In addition, with each such remittance to the County, Toledo shall furnish an accounting showing the amount billed and collected, and detailed additional charges due Toledo as provided for in Section 14 of this Agreement. Within thirty (30) days of receipt by the County of said accounting furnished, the County shall remit to Toledo the additional charges due Toledo provided for in Section 14 of this Agreement.

All water service charges billed to consumers within the County Water 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 the County to maintain any action or take other appropriate measures to collect delinquent water and sewer bills from consumers within the County Water Area. The County agrees that Toledo shall have the right to effect any legal procedures deemed necessary to collect delinquent accounts (or charges) within the County Water Area. If any consumer in the County Water 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 discontinued to a consumer within the County Water 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. The County Sanitary Engineer shall be notified of any final action taken by Toledo regarding the discontinuance of service to consumers in the County Water Area.

SECTION 12. OBLIGATIONS OF CONSUMERS OF WATER IN THE COUNTY WATER AREA.
Water service to consumers in the County Water Area shall at all times be subject to the following:

A. Any consumer in the County Water 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 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.

C. Whenever it shall be found that Toledo water is being used in a premises within the County Water Area for which no application has been made, or is not metered 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 13. WATER RATES. Rates and other charges and fees to be charged to and paid to Toledo by consumers in the County Water Area upon billing by Toledo as provided in Section 13 hereof shall be imposed in the manner as provided herein. Such rates and other charges and fees are:

A. Rates for Water Furnished to Consumers Outside the City Limits. Consumers within the County Water 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 or charges as may hereafter be determined by the Utilities Director to be necessary to compensate Toledo for the cost of furnishing specific services to a consumer within the County Water Area, or as provided by Chapters 933 and 935 of the Toledo Municipal Code as presently constituted or hereafter amended 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. County Local Maintenance, Capital and Other Specific Charges and Fees. Local maintenance, capital or other specific charges and fees as authorized by resolution of the County Commissioners on consumers within the County Water Area may be collected by Toledo and paid over to the County in the manner provided as part of the billing and collecting procedure of Section 11 of this Agreement. No change of such local charges shall become effective and be collected by Toledo unless the County shall notify Toledo and all consumers through news media or otherwise, in the County Water Area of any such change at least thirty (30) days prior to the proposed effective date thereof. The aforesaid notice shall include a provision that such local charges are being imposed by the County; 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.

Bills mailed after the execution date of this Agreement to consumers within the County Water Area shall include the water rates and other charges for consumers outside the corporate limits of Toledo; and further, when imposed by the County, and Toledo is so notified in writing, said bills may include the County local maintenance, capital and other specific charges and fees.

SECTION 14. ADDITIONAL CHARGES DUE TOLEDO. In addition to the water service charges and specific scheduled charges and fees applicable to consumers in the County Water Area as provided for in Section 13 (A) of this Agreement, Toledo shall be entitled to receive and the County 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 the County's charges as provided for in Sections 11 and 13 (B) of this Agreement. The 1984 charge for this
service shall be one dollar ($1.00) per bill; thereafter the charge may be revised annually as appropriate, by Toledo, such charge to become effective following thirty (30) days written notice.

(8) For any service performed by Toledo under this Agreement, at the request of the County for which Toledo is not compensated by the water service charges and charges of an emergency nature as provided for in Section 9 herein, and specific scheduled or other charges and fees applicable to consumers within the County Water Area as provided by Section 13 (A) of this Agreement.

SECTION 15. 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 users now or hereafter connected to the County Water Distribution System within the County Water Area, subject to the limitations imposed by Section 3 of this contract, required by them for domestic, commercial or industrial purposes. It is, however, agreed and understood by the parties that such supply of water to the County Water Area is at all times subordinate to the needs of consumers within Toledo, and those requirements existing by virtue of water contracts entered into prior to February 1, 1980. 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 damage to any person, firm, corporation and/or governmental body in the County Water Area. The County 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.

SECTION 16. WATER FOR SEWERS. County Commissioners and public officials in townships in the County Water Area shall be authorized, upon obtaining permission of the Commissioner of Water and the County Sanitary Engineer, to use reasonable amounts of water from fire hydrants for the purpose of flushing public sewers and repair of state, county and township roads within the area. No use shall be made of water for private persons or private purposes.

SECTION 17. COUNTY COMMISSIONERS TO FURNISH DETAIL PLANS. The County Commissioner 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 County Water Area. County Commissioners shall furnish the Division of Water with two (2) copies of as-built prints of all improvements built within the County Water Area.

SECTION 18. APPLICABILITY OF TOLEDO RULES AND RATES. By a duly enacted resolution fully complying with legal requirements, the County 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 the County agrees that upon written notice to it by the City of any amendments to the foregoing, to immediately enact a resolution fully complying with legal requirements, adopting such amended provisions and the County agrees to enforce such amended provisions. All consumers within the County Water Area shall be subject to and be bound and governed by the said foregoing adopted items. The County shall authorize the County Sanitary Engineer, as its duly authorized official, to enforce within the County Water Area the said code, charter provisions, ordinances and other items of Toledo adopted by the County as herein provided and perform all functions pertaining thereto. Further, said enacted County resolution 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 the County fails to enforce compliance with the foregoing adopted items within the County Water 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 the County, all water facilities of the County and the water facilities of all private consumers of the County's system for surveillance, sampling, testing, measurements and inspection.

As to those rates and other charges and fees provided by Section 13 hereof, the County Commissioners shall, by a duly enacted resolution fully complying with all legal requirements, immediately adopt and impose on consumers within the County Water 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 County Commissioners shall also by a duly enacted resolution fully complying with all legal requirements give authority
to Toledo to collect such County charges and fees as provided in Section 13 (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 County Commissioners shall, by duly enacted resolution fully complying with all legal requirements, adopt and impose on consumers within the County Water 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 the County at least twenty-six (26) days prior to the effective date thereof, a cost analysis and data to substantiate such increase.

The County 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 the County, Toledo has not substantiated the increase. Provided, however, in the event the County 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, the County 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 19. 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 County Water Area. Toledo shall have the right and authority to use all physical waterworks facilities here-tofore or hereafter constructed or owned by the County together with, when completed, capital improvements and/or facilities which may be under construction, without any charge whatsoever for the purpose of supplying water to its customers within and outside of the County Water Area.

SECTION 20. CHANGE IN AREA IN THE EVENT OF ANNEXATION BY OTHER MUNICIPALITIES OR INCORPORATION. In the event that hereafter any territory in the
County Water 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 the County. 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 County Water 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 21. WATER TO BE USED ONLY IN THE COUNTY WATER AREA. Water supplied by Toledo in accordance with this contract shall be used only in the County Water Area and sold to consumers within said area; provided, however, that the County upon acting officially by the enactment of appropriate legislation, after notice and hearings, may request Toledo to bill and collect the Capital Improvements Surcharge from consumers in areas outside of the County Water Area benefited by County improvements under the within contract and serviced from County trunk mains located wholly or partially within the County Water Area, which were constructed prior to and existed at the time of the execution of this contract. The said billing and collection shall be effected upon the approval by the Utilities Director of the County's aforesaid request; provided, however, that the County Capital Improvements Surcharge to be so billed and collected shall, in no event, be imposed prior to ninety (90) days after the execution date of this water contract.
SECTION 22. 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 this Contract, the controversy shall be investigated by Toledo and the County Commissioners 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 the County Commissioners, 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 Contract. The cost of fact finding shall be paid one-half by Toledo and one-half by the County.

SECTION 23. TERM OF CONTRACT. This contract shall be in force for a period of forty (40) years beginning with the date hereof and, thereafter, by mutual agreement of the parties hereto, the term may be extended for a period of time necessary to amortize the cost of capital improvements required under this contract.

SECTION 24. CHARGES TO CONSTITUTE TOTAL COMPENSATION. The amounts to be retained by or paid to Toledo under Sections 11, 13, 14 and 18 shall constitute the entire compensation to Toledo for water to be supplied to and services to be rendered in the County Water Area.

SECTION 25. SEVERABILITY CLAUSE. The provisions of this Contract 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 26. 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.

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IN WITNESS THEREOF, the City of Toledo by its City Manager and Director of Public Utilities and the County of Wood by its Board of County Commissioners have caused this Contract to be executed this 30th day of October, 1984.

WITNESS:

[Signatures]

CITY OF TOLEDO

By [Signature]
David A. Boston, City Manager

By [Signature]
Thomas Kovacik, Director, Public Utilities

COUNTY OF WOOD

By [Signature]
Wood County Commissioner

By [Signature]
Wood County Commissioner

By [Signature]
Wood County Commissioner

WITNESS:

[Signatures]

APPROVED AS TO FORM:
ON BEHALF OF THE CITY OF TOLEDO:

[Signature]
Sheldon M. Rosen, Director of Law

ON BEHALF OF COUNTY OF WOOD:

[Signature]
Prosecuting Attorney