WATER AGREEMENT

Between

LUCAS COUNTY, OHIO

and

THE CITY OF MAUMEE, OHIO

This Agreement is entered into this 3rd day of November, 1997, by and between the COUNTY OF LUCAS, a political subdivision organized and existing under the laws of the State of Ohio, hereinafter referred to as the “County”, acting through its Board of Commissioners, duly authorized by a Resolution adopted by its Board of Commissioners on the __________ day of __________, 1997, and the CITY OF MAUMEE, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “Maumee”, acting through its Mayor and Municipal clerk, duly authorized by Ordinance No. 143-1997, passed by its Council on the 21st day of July, 1997.

WITNESSETH:

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

WHEREAS, Toledo is willing to furnish the same to the County upon the terms and conditions set forth in the “Southwest Lucas County-Toledo Water Service Area Agreement” as hereinafter defined, a copy of which is attached hereto, as Exhibit A, and made a part hereof; and

WHEREAS, a portion of the Lucas County Water District has been annexed into the City
of Maumee; and

WHEREAS, the County under Chapter 6103 of the Ohio Revised Code does have the authority to construct and maintain and operate a waterline within a municipality within the County to serve the Lucas County Service Area; and

WHEREAS, the County by virtue of the terms of the "Southwest Lucas County-Toledo Water Service Area" Agreement with Toledo hereinafter defined has the right to contract with the City of Maumee for the supply of Toledo water to that area; and

WHEREAS, Maumee desires to contract with the County for water to be supplied upon such terms and conditions as are set forth hereafter:

NOW, THEREFORE, in consideration of mutual promises and agreements herein contained and the performance hereof, it is agreed by and between the County and Maumee as follows:

SECTION 1. DEFINITIONS

A. "Maumee-Lucas County Service Area" is defined and is to be known as the Territory consisting of and limited to the area set forth in Exhibit B, which is attached hereto and made a part hereof.

B. "Southwest Agreement" shall mean the Southwest Lucas County-Toledo Water Service Agreement between the County and Toledo dated May 31, 1983.

C. "Toledo" shall mean the City of Toledo from whom water is being supplied.

SECTION 2. PURPOSE OF AGREEMENT. The purpose of this Agreement is to establish the terms and conditions under which the County shall supply Toledo water to the Maumee-Lucas County Service Area of quality satisfactory to Maumee and to the Ohio Environmental Protection Agency or its successors for use in the Maumee-Lucas County Service Area during the contract
SECTION 3. OBLIGATIONS OF MAUMEE-LUCAS COUNTY SERVICE AREA
CONSUMERS. Installation of tap branches, reading of meters, billing, collecting and
obligations of consumers in the Maumee-Lucas County Service Area shall be in accordance with the
“Southwest Agreement”.

SECTION 4. USE OF RIGHTS-OF-WAY WITHIN THE MAUMEE-LUCAS COUNTY
SERVICE AREA. The County shall have the right of use of all rights-of-way and easements
required for the constructing, laying, locating, operating, repairing, replacing, removing and/or
maintaining truck mains without payment or license fees of any kind. In the event Maumee annexes
areas within the County which are outside of the Maumee-Lucas County Service Area, the foregoing
rights shall continue to be available to the County.

SECTION 5. MAINTENANCE AND OPERATION. Lucas County shall operate the entire
water system in the Maumee-Lucas County Service Area and shall maintain and replace when
necessary, at its cost, all mains, reservoirs, tanks, pumping stations and other improvements and
equipment now in existence or hereafter constructed.

SECTION 6. WATER RATES. The rates charged for water furnished hereunder shall
be in accordance with the Southwest Agreement.

SECTION 7. FUTURE IMPROVEMENTS. The County shall be responsible for the
construction, operation and maintenance of any future capital improvement projects necessary to
supply the water specified in the Agreement.

SECTION 8. ADHERENCE TO RULES AND TOLEDO MUNICIPAL CODE. Maumee-
Lucas County Service Area consumers shall abide by the applicable Rules and Regulations, as well
as the Toledo Municipal Code sections, which are now or hereafter in effect for Toledo’s customers.

SECTION 9. RENEGOTIATION OF AGREEMENT. Either party hereto shall have the right to request renegotiation of any of the terms of this Agreement, and, upon ninety (90) days written notice to the other party, the parties hereto shall meet for the purpose of undertaking such negotiation. In the event, as the result of the foregoing renegotiation, the parties hereto mutually agree upon the modification of any of the terms of the within Agreement, such modification shall be submitted to the City of Toledo for its approval. Upon such approval being given, this Agreement shall be amended to reflect the agreed modification.

SECTION 10. ADVISORY BOARD. Should any situation arise during the term of this Agreement for which no clear provision is made by the Agreement or should any difference arise between the County and Maumee with respect to the interpretation and effect of this Agreement, including any of their respective rights, obligations, or liabilities hereunder, the controversy shall be investigated by the County and Maumee 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 the County, one member appointed by Maumee, and one appointed by Toledo and two others designated by the three so appointed. The five member Advisory Board shall hold such hearings and make such 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 of and purpose of this Agreement. The cost of the fact finding by the Advisory Board shall be paid one-third by the County, one-third by Maumee, and one-third by Toledo.

Unless contrary to law, the decision of the Advisory Board shall be final and binding on the
parties to this Agreement.

SECTION 11. TERM OF CONTRACT. Except as otherwise provided herein, this Agreement shall expire on December 31, 2007.

SECTION 12. 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.

SECTION 13. TERMINATION BY OPERATION OF LAW. It is agreed by the parties hereto that if the intent and purpose of this Agreement cannot be carried out by virtue of the Statutes and Constitution of the State of Ohio, and the Charter of the City of Maumee, this Agreement shall be null and void.

SECTION 14. APPROVALS OF OTHER AUTHORITIES. The agreement shall be submitted to and shall require the approval of the City of Toledo.

SECTION 15. RESERVATION OF RIGHT TO AMEND SOUTHWEST AGREEMENT. The County does hereby specifically reserve and shall unconditionally have the right to, and may, without the consent or approval of Maumee to do so, amend and/or modify the Southwest Agreement in any manner whatsoever which is mutually agreed upon by the parties to the Southwest Agreement, namely the County and City of Toledo, providing such amendment and/or modification does not modify the terms of the within Agreement.

IN WITNESS WHEREOF, the County of Lucas, by its Board of Commissioners, and the City of Maumee, by its Mayor and Clerk, have hereunto set their hands the day and year first above-mentioned.

(5)
CONSENT AND APPROVAL OF THE CITY OF TOLEDO

The City of Toledo, acting through its Mayor, hereby approves and consents to the terms, conditions, and provisions of the within Agreement.

MAYOR, CITY OF TOLEDO
APPROVED AS TO FORM:

[Signature]
Asst. Law Director

APPROVED AS TO CONTENT:

[Signature]
Director, Department of Public Utilities

APPROVAL BY OHIO ENVIRONMENTAL PROTECTION AGENCY

Pursuant to Section 6103.22 of the Ohio Revised Code, the foregoing contract is hereby approved.

______________________________  ______________________________
Ohio Environmental Protection Agency  Date