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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of :
Water and Sewer LLC for an Order :
Approving a Substitution of Water :
Service, Canceling its Certificate of :
Public Convenience and Necessity : Case No. 09-1842-WS-UNC
No. 37 (Water), Authorizing Withdrawal :
of its Current Combined Water and Sewer :
Tariff, and Authorizing the Filing of its :
Sewer-Only Tariff. :

APPLICATION

By this application, Water and Sewer LLC ("W&S") seeks authority to terminate operations as a water-works public utility. To effectuate this termination, W&S respectfully requests that the Commission approve a substitution of water service, cancel its Certificate of Public Convenience and Necessity No. 37 (Water), authorize withdrawal of its current combined water and sewer tariff, PUCO No. 2, and authorize the filing of its new sewer-only tariff, PUCO No. 3. In support of its application, W&S states as follows:

1. W&S is an Ohio limited liability company engaged in the business of supplying water and sewage disposal service to some 79 customers in the Village of Richfield, Ohio ("Richfield Village") and adjacent unincorporated territory in Richfield Township, Summit County, Ohio. As a public utility as defined in Section 4905.02, Revised Code, a water-works company as defined in Section 4905.03(A)(8), Revised Code, and a sewage disposal company as defined in Section 4905.03(A)(14), Revised Code, W&S is subject to the jurisdiction of this Commission pursuant to Sections 4905.04, 4905.05, and 4905.06, Revised Code. W&S has

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continuously provided water and sewer service in the service area identified in its current tariff¹ since 2000 pursuant to Certificate of Public Convenience and Necessity No. 37 (Water) and Certificate of Public Convenience and Necessity No. 39 (Sewer), which were reissued to W&S when W&S acquired the utility facilities of Peninsula Water Works, Inc., the previous operator.²

2. Beginning in 2000, W&S attempted to negotiate an arrangement whereby it would transfer its water distribution facilities to Richfield Village, which, in turn, would enter into an agreement with the city of Cleveland (“Cleveland”) under which Cleveland would become the supplier of water service to customers theretofore served by W&S.³ W&S believed that customers would benefit from its exit from the water business because Cleveland’s rates for water service have historically been substantially below W&S’s water rates. However, despite W&S’s efforts to effectuate an arrangement along these lines, agreement could not be reached with the various governmental entities involved.

3. On April 7, 2008, W&S filed an application in Case No. 08-227-WS-AIR pursuant to Section 4909.18, Revised Code, seeking an increase in its rates and charges for both water and sewer service. Subsequent to the filing of the rate increase application, negotiations regarding the arrangement described above resumed. The negotiations ultimately produced an agreement dated November 19, 2008 (the “Agreement”) by and among W&S, Richfield Village, Richfield Township, Summit County, Richfield Furnace Run, LLC (“Furnace Run”), and Cleveland. A copy of the Agreement is attached hereto as Exhibit A. The Agreement provides,

¹ See *Water and Sewer LLC*, PUCO No. 2, Section 5, Original Sheet No. 1.

² See *In the Matter of the Joint Application of Peninsula Water Works, Inc. and Water and Sewer LLC to Transfer a Certificate of Public Convenience and Necessity*, Case No. 00-12-WS-ATC (Finding and Order dated June 1, 2000).

³ See *Water and Sewer LLC*, Case No. 03-318-WS-AIR, Kertesz Rebuttal, Applicant’s Ex. 5, at 13-19; Tr. 104-110.

inter alia, that W&S will construct, at its own cost, a connection between its water lines in Sawbridge Road and the existing terminus of the Richfield Village water lines in Streetsboro Road (the "Connection") in accordance with plans approved by the City of Cleveland Department of Utilities, Water Division ("Cleveland Water Division") and the Ohio Environmental Protection Agency ("OEPA"). Once the Connection has been completed and it is verified that W&S's water lines are operational, W&S will donate and transfer its water lines and appurtenances thereto to Richfield Village. Thereafter, the Cleveland Water Division, which currently provides water service to other customers within Richfield Village and in certain areas of Summit County, will, pursuant to its existing agreements with these governmental entities, supply water service through the former W&S distribution system to the customers now served by W&S, as well as to future customers in an unincorporated area in Richfield Township denominated and identified in the Agreement as the Briarwood Water Service Area. The Agreement also spells out the respective rights and obligations of Furnace Run and Richfield Township with respect to water service to future development in the Briarwood Water Service Area.

4. Although the Agreement was executed on November 19, 2008, there were several steps to be completed before the Agreement could be effectuated, including obtaining the approval of the Cleveland Water Division and the OEPA of the plans for the Connection, and obtaining authority from this Commission for W&S to terminate operations as water-works company. Thus, although the Agreement provided that W&S would withdraw its pending request for an increase in its rates for water service as a part of its application to terminate operations as a water-works company, W&S was not required to withdraw its application for a water rate increase until these conditions were satisfied.

5. In view of these circumstances, W&S believed that the interests of all concerned would be best served by securing a Commission order finding that W&S's request for an increase in water rates should be held in abeyance pending the ultimate resolution of the W&S's application for authority to terminate operations as a water-works company. Accordingly, on December 11, 2008, W&S filed a motion to bifurcate its application in Case No. 08-227-WS-AIR requesting that the Commission hold in abeyance that portion of its application requesting an increase in water rates, and proceed only on that portion of the application requesting an increase in sewer rates. The Commission granted W&S's motion by its entry of December 19, 2008, and directed its staff ("Staff") to investigate only that portion of the application relating to the request for an increase in sewer rates.

6. The Staff issued its report of investigation (the "Staff Report") on February 4, 2009, and, after the filing of objections by W&S and intervenors Office of the Ohio Consumers' Counsel ("OCC") and Richfield Village, the Commission set the sewer portion of the application for hearing. At the April 29, 2009 evidentiary hearing, W&S and Staff submitted a joint stipulation and recommendation ("Stipulation"),⁴ which provided, *inter alia*, for an increase in rates for sewer service to be effectuated through the filing of certain revised tariff sheets to W&S's existing combination water and sewer tariff, PUCO No. 2. In anticipation of the substitution of Cleveland as the provider of service to water customers served W&S pursuant to the Agreement, the Stipulation further provided that, as a part of its application to terminate operations as a water-works company, W&S would seek approval of a sewer-only tariff, PUCO No. 3, in the form specified in Exhibit B to the Stipulation, and would cancel and withdraw its combined water and sewer tariff upon approval of the application. The Commission approved

⁴ Although OCC and Richfield Village were not signatories, they did not oppose the Stipulation.

the Stipulation by its opinion and order of May 27, 2009, and the new rates for sewer service became effective June 1, 2009.

7. Paragraph 7 of the Agreement provides that, upon securing the necessary approvals from the Cleveland Water Division and the OEPA, W&S shall file an application with the Commission to obtain consent and approval to terminate operations as a water-works company in order to effectuate the Agreement. On September 18, 2009, the Cleveland Water Division approved the plans for the Connection. A copy of the executed title sheet of the plans is attached hereto as Exhibit B. By letter dated October 8, 2009, a copy of which is attached hereto as Exhibit C, the OEPA advised Richfield Village that it had also approved the plans. Accordingly, W&S hereby files its application for authority to terminate operations as a water-works company.

8. This Commission has consistently held that where, as here, there will be no interruption of service to customers, an application by a public utility to terminate operations is not subject to the requirements of the Ohio abandonment statutes, Sections 4905.20, 4905.21, and 4905.22, Revised Code.⁵ Further, because Richfield Village is not a Commission-regulated public utility, the donation and transfer of W&S's water lines and appurtenances to Richfield Village that will be effectuated pursuant to Paragraph 2 of the Agreement after the Connection is completed is not subject to the requirements of Section 4905.48, Revised Code. However, in

⁵ See, e.g., *In the Matter of the Application to Cancel the Certificate of Public Convenience and Necessity of Copley Square Water Company and Substitute Service*, Case No. 09-644-WW-UNC, and *In the Matter of the Application to Cancel the Certificate of Public Convenience and Necessity of Copley Square Water Company and Substitute Service*, Case No. 09-645-ST-UNC (August 12, 2009); *In the Matter of the Application of Aqua Ohio, Inc. for Approval of the Sale of Certain Water Supply Facilities and Associated Operations to the City of Geneva Ohio, Modification of its Tariff and Certificate of Public Convenience and Necessity and other Appropriate Relief and Approvals*, Case No. 04-1685-WW-UNC (December 8, 2004); and *In the Matter of the Joint Application of Public Utility Service Corporation and the Board of Commissioners of Fairfield County to Remove Public Service Corporation from the Roll of Public Utilities Regulated by this Commission*, Case No. 87-1320-ST-UNC (September 9, 1987).

circumstances where affected customers will ultimately be served by a non-jurisdictional entity, the Commission has construed applications to terminate operations as a public utility to be applications for a substitution of service, and has exercised its general jurisdiction and supervisory authority under Sections 4905.05 and 4905.06, Revised Code, to insure an orderly transfer of customers and operations to assure that the affected customers will receive uninterrupted and adequate service.⁶ In this instance, W&S's existing customers will be served by the Cleveland Water Division at rates significantly below W&S's Commission-authorized rates for water service, and will receive such service pursuant to the same terms and conditions as other Richfield Village and Summit County customers served by the Cleveland Water Division. Thus, granting this application, a measure the Staff has implicitly endorsed by entering into the Stipulation in Case No. 08-227-WS-AIR, is in the public interest should be approved.

9. W&S anticipates that the construction of the Connection will be completed in early December 2009. W&S bills for service on a bi-monthly basis. W&S's scheduled meter reading for water service for the October-November 2009 period would normally occur on or about December 1, 2009. W&S's next regularly scheduled meter reading (for the December 2009-January 2010 service period), would not occur until on or about February 1, 2010. Thus, to assure that its current water customers will be transferred to Cleveland Water Division service at the earliest possible time, W&S will delay its December 1, 2009 meter reading until the date water service is cut over to the Cleveland Water Department so that the customer's final W&S water bill will include metered water service rendered by W&S in December 2009 as well as service rendered during October and November 2009. W&S will forego prorating the customer charge that would otherwise be applicable if a separate bill were to be issued for service rendered

⁶ *Id.*

in December 2009 up to the effective date of the transfer of customers to Cleveland Water Division service. Because W&S charges a flat rate for sewer service, the amount of the sewer component of customer bills will be unaffected by this measure (*i.e.*, customers will receive a flat rate bill for sewer service pursuant to the combination water and sewer tariff for October and November 2009, and a flat rate bill under the new sewer-only tariff for December 2009 and January 2010.

10. To effectuate an orderly transition, the effective date of the cancellation of W&S's Certificate of Public Convenience and Necessity No. 37 (Water) and the withdrawal of W&S's current combination water and sewer tariff, PUCO No. 2, must be tied to the date the Cleveland Water Division commences water service to the former water customers of W&S. Accordingly, W&S proposes that the Commission's order in this case authorize W&S to terminate operations as a waterworks public utility, but that the effective date of the termination be the date W&S files its new sewer-only tariff, PUCO No. 3, and cancels and withdraws its current combination water and sewer tariff, PUCO No. 2. Because the form of the new sewer-only tariff, a copy of which is attached hereto as Exhibit D, was included as a part of the Commission-approved Stipulation in Case No. 08-227-WS-AIR, the new sewer-only tariff should be effective upon filing without further entry by the Commission.⁷ However, W&S will file a notice in this docket at the time it files its new sewer-only tariff to memorialize the effective date of the of its termination of operations as a waterworks public utility. Pursuant to

⁷ Paragraph 12 of the Stipulation in Case No. 08-227-WS-AIR provided for a temporary waiver of the requirement of Rule 4901:1-15-23, Ohio Administrative Code, requiring that the OCC contact information be included on customer bills, and permitted W&S to retain its existing bill format until its current bill stock is exhausted or until it becomes a sewer-only utility, whichever first occurs. W&S has bill stock remaining, and has not yet ordered the new bill stock that will include the OCC contact information. Thus, the bill format set forth in Appendix C to the sewer-only tariff, PUCO No. 3, submitted herewith as Exhibit D is the current bill format. Once the new bill format is finalized, W&S will submit an ATA application for approval of the new bill format, such application to be filed sufficiently in advance of February 1, 2010 – the date of the first sewer-only billing – to permit the Commission to act on the application before the first sewer-only bills utilizing the new format are issued.

Paragraph 7 of the Agreement, W&S will file a notice of its withdrawal of the water portion of its application in Case No. 08-227-WS-AIR, which is currently being held in abeyance, effective as of the effective date of its new sewer-only tariff, PUCO No. 3.

11. Upon approval of its application, W&S will notify its customers, by special mailing, of the Commission's decision in this case and the substitution of the Cleveland Water Division as their water supplier. The proposed form of customer notice is attached hereto as Exhibit E.

WHEREFORE, W&S respectfully requests that the Commission find as follows:

- A. That the application constitutes an application for substitution of water service, is in the public interest, and should be granted;
- B. That, upon the date Cleveland Water Division commences water service to customers, W&S should file, in final form, four complete, printed copies of its sewer-only tariff, PUCO No. 3, with the Commission's Docketing Division. One copy of the revised tariff sheets shall be designated for inclusion in this docket, one copy shall be designated for inclusion in W&S's TRF docket, TRF Docket No. 89-7045-WS-TRF (or, if filed electronically, as directed in Case No. 06-900-AU-WVR), and two copies shall be designated for distribution to the Rates and Tariffs, Energy and Water Division of the Commission's Utilities Department.
- C. That W&S's sewer-only tariff, PUCO No. 3, shall be effective upon filing without further entry by the Commission;
- D. That W&S should be authorized to terminate operations as a water-works public utility and should be removed from the Commission's rolls of water-works public utilities effective with the filing of its sewer-only tariff, PUCO No. 3;
- E. That W&S's Certificate of Public Convenience and Necessity No. 37 (Water) should be cancelled effective with the filing of its sewer-only tariff, PUCO No. 3;
- F. That W&S should be authorized to cancel and withdraw its combined water and sewer tariff, PUCO No. 2, effective with the filing of its sewer-only tariff, PUCO No. 3;

- G. That W&S should file a notice in this docket when it files its sewer-only tariff, PUCO No. 3, to memorialize the effective date of its termination of operations as a water-works public utility;
- H. That W&S should withdraw the water portion of its application in Case No. 08-227-WS-AIR, which has heretofore been held in abeyance pursuant to the Commission's entry in that docket of December 19, 2009, effective with the filing of its sewer-only tariff, PUCO No. 3; and
- I. That the form of customer notice set forth in Exhibit E to the application should be approved.

Respectfully submitted,



Barth E. Royer
Bell & Royer Co., LPA
33 South Grant Avenue
Columbus, Ohio 43215-3927
(614) 228-0704 – Telephone
(614) 228-0201 – Fax
BarthRoyer@aol.com – Email

Attorney for Water and Sewer LLC

EXHIBIT A

ORIGINAL

AGREEMENT

THIS AGREEMENT made this 19th day of November, 2008, by and among the VILLAGE OF RICHFIELD ("Richfield Village"), COUNTY OF SUMMIT ("Summit"), RICHFIELD TOWNSHIP ("Township"), WATER AND SEWER LLC ("LLC") and RICHFIELD FURNACE RUN, LLC ("Furnace Run").

WHEREAS, the City of Cleveland ("Cleveland") and Richfield Village entered into a Water Service Agreement dated April 16, 1982, known as Cleveland Contract No. 32095 as set forth in Exhibit "A"; and

WHEREAS, the Cleveland and Summit have entered into a Direct Service Agreement dated May 17, 1994, known as Cleveland Contract No. 47291 as set forth in Exhibit "B"; and

WHEREAS, LLC is a privately owned water-works and sewage disposal system company regulated by the Public Utilities Commission of Ohio ("PUCO") and provides water and sewer service in certain areas in both Richfield Village and the Township; and

WHEREAS, Furnace Run owns property in the Township, a legal description of which is attached hereto as Exhibit "C" and incorporated herein fully by reference (the "Furnace Run Property"), and is desirous of being assured that the Township consents that water lines can be extended throughout the Furnace Run Property to provide water to future development in the Furnace Run Property; and

WHEREAS, all parties agree to the establishment of the Briarwood Water Service Area as set forth in Exhibit "D" attached hereto (the "Briarwood Water Service Area"); and

WHEREAS, the Township wishes to be assured that water lines cannot be extended beyond the Briarwood Water Service Area without prior Township approval; and

WHEREAS, LLC is willing to donate and transfer ownership of its water lines to Richfield Village under the terms and conditions set forth herein; and

WHEREAS, Richfield Village is willing to accept the donation and transfer of ownership of the water lines under the terms and conditions set forth herein; and

WHEREAS, the Third Expansion Map identified as Exhibit A to the memorandum of understanding between Richfield Village and Summit, known as the Third Expansion of Water Service Area of Contract 47291 in Richfield Township, Summit County, Ohio, is attached for the sole purpose of depicting the Briarwood Water Service Area which is identified in yellow on such map (The accuracy of any other designation or legend contained in the Third Expansion Map has not been confirmed by the parties and, therefore, should not be relied on by any person or party for any other purpose); and

WHEREAS, Cleveland and Summit have entered into a Memorandum of Understanding of even date herewith whereby Cleveland and Summit have agreed to expand the Water Service

Area of Contract 47291 into the Briarwood Water Service Area, a copy of which Memorandum of Understanding is attached hereto as Exhibit "E"; and

WHEREAS, Richfield Village and Summit have entered into a Memorandum of Understanding of even date herewith whereby Richfield Village has agreed to undertake all of Summit's rights, duties and obligations in the Briarwood Water Service Area under the Direct Service Agreement dated May 17, 1994 between Cleveland and Summit set forth as Exhibit "B" attached hereto, a copy of which Memorandum of Understanding between Richfield Village and Summit is attached hereto as Exhibit "F";

NOW, THEREFORE, IT IS HEREBY AGREED by and among the parties:

1. Upon the last to occur of: (a) the approval by the City of Cleveland Department of Utilities, Water Division ("Cleveland Water Division") of plans to be submitted by LLC for the connection ("Connection") between the existing terminus of the Richfield Village water lines in Streetsboro Road and LLC's water lines in Sawbridge Road, (b) the issuance by the Ohio Environmental Protection Agency ("OEPA") of a Permit to Install the Connection, and (c) the consent and approval of the PUCO to terminate LLC's operation as a water-works company, LLC shall at its own cost, construct the Connection in accordance with the plans as approved by the Cleveland Water Division.

2. After construction of the Connection and verification that the water lines are operational, LLC shall donate and transfer to Richfield Village and Richfield Village shall accept and acknowledge such donation and transfer of ownership of all of LLC's water lines and appurtenances thereto, including, but not limited to, those in Burrwood Drive, Briarwood Drive, Scanwood Drive, Sawbridge Drive, and Streetsboro Road, such transfer to be without cost to Richfield Village and without warranty, express or implied, by LLC. The foregoing transfer shall terminate LLC's right to install, maintain, and remove water lines within the public ways of Richfield Village.

3. Thereafter, Cleveland, pursuant to its contract with Richfield (Exhibit "A") and its Memorandum of Understanding with County of Summit (Exhibit "E"), shall provide water through Richfield Village's water lines to all customers in the areas formerly served by LLC in Richfield Village and the Township, as well as to customers to be served in the future in the Briarwood Water Service Area depicted in Exhibit "D" attached hereto. Richfield Village agrees that it will not withhold the provision of future water service to Township residents within the Briarwood Water Service Area in order to compel annexation of such areas to Richfield Village. Such representation, however, will not prohibit Richfield Village from consenting to, or any property owner in the Briarwood Water Service Area requesting annexation from the Township to the Richfield Village.

4. Furnace Run shall be entitled to have Cleveland water service extended to the Furnace Run Property in the Briarwood Water Service Area as depicted in Exhibit "D" attached hereto; provided, however, that Furnace Run shall construct the necessary water lines for such service in accordance with the standards of the Cleveland Water Division, and upon completion of the construction in accordance with such standards, shall transfer to Richfield Village ownership of the water lines and Richfield Village shall accept the transfer of ownership, such transfer to be without cost to Richfield Village and without warranty, express or implied, by

Furnace Run. Furnace Run shall not be required to obtain the permission of the Township to extend the lines in Township roads prior to construction where the lines will be used to serve residential customers. By entering into this Agreement, the Township is, in no way, consenting to or representing that it is approving or authorizing any development of the Furnace Run property.

5. Any future maintenance of the water lines shall be provided per the Memoranda of Understanding attached hereto as Exhibits "E" and "F."

6. The rates charged by Cleveland for water service in the Briarwood Water Service Area shall be governed by the Memorandum of Understanding between Cleveland and Summit as set forth in Exhibit E attached hereto.

7. Upon approval by the Cleveland Water Division of plans for the Connection and the issuance by OEPA of the Permit to Install the Connection, LLC shall cause to be file with the PUCO an application to obtain consent and approval to terminate LLC's operation as a water-works company in order to effectuate this Agreement. The other parties to this Agreement shall support such application by providing such information as the PUCO may require. In conjunction with such application, LLC shall cause to be filed with the PUCO an application to withdraw that portion of its pending application in PUCO Case No. 08-227-WS-AIR requesting an increase in its rates and charges for water service, contingent upon approval of its application to terminate operation as water-works company. Nothing in this Agreement shall affect LLC's operation as a PUCO-regulated sewage disposal system company or LLC's right to continue to pursue that portion of its application in PUCO Case No. 08-227-WS-AIR requesting an increase in its rates and charges for sewer service.

8. Upon execution of this Agreement by all parties hereto, LLC shall proceed with due diligence to: (a) cause to be prepared and filed with the Cleveland Water Division plans for the Connection and, upon receipt of approval of such plans by the Cleveland Water Division, (b) shall cause to be prepared and filed with OEPA an application for the Permit to Install the Connection, and, upon receipt of such Permit to Install, (c) shall cause to be prepared and filed with the PUCO an application to obtain its consent and approval to terminate its operation as a water-works company.

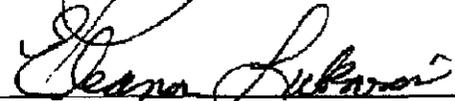
9. All individuals signing this Agreement represent that their signatures are their free act and deed and that they have been so authorized to execute this Agreement by the entity on whose behalf they are executing this Agreement.

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IN WITNESS WHEREOF, the parties have set their hands as of the date and place first above written.

VILLAGE OF RICHFIELD

By: 
Michael K. Lyons, Mayor

And: 
Eleanor Lukovics, Finance Director

As authorized by Resolution No. 60-2008
passed October 21, 2008

APPROVED AS TO LEGAL FORM

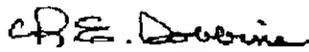

Charles T. Riehl, Law Director

COUNTY OF SUMMIT

By:  11/19/08
Russell M. Fry, County Executive scb

As authorized by Resolution No. 2008-378
passed September 29, 2008

APPROVED AS TO LEGAL FORM

 11/17/08
Richard E. Dobbins, Law Director scb
County of Summit

WATER AND SEWER LLC

By: 
Its Managing Member

RICHFIELD FURNACE RUN, LLC

By: 
Its Managing Member

RICHFIELD TOWNSHIP

By: David R. Wyatt
Trustee

By: Wm. P. Gilmore
Trustee

By: _____
Trustee

FISCAL OFFICER'S CERTIFICATE

The undersigned Director of Finance of the Village of Richfield, Ohio, hereby certifies that the monies required to meet the obligations of such Village during the fiscal year 2008 under the foregoing Agreement by and among the Village, the City of Cleveland, Richfield Township, Summit County and Water and Sewer LLC have been lawfully appropriated by the Council of such Village for such purposes and are in the Treasury of such Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Date: _____

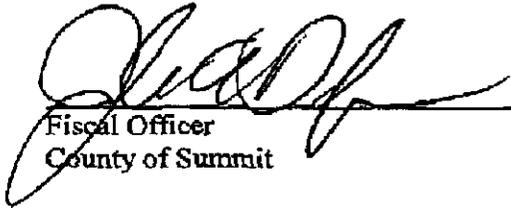


Eleanor Lukovics, Director of Finance
Village of Richfield

FISCAL OFFICER'S CERTIFICATE

The undersigned Fiscal Officer of the County of Summit, Ohio, hereby certifies that the monies required to meet the obligations of the County of Summit during the fiscal year 2008 under the foregoing Agreement by and among the County of Summit, the Village of Richfield, Richfield Township, the City of Cleveland and Water and Sewer LLC have been lawfully appropriated by the Council of the County of Summit for such purposes and are in the Treasury of the County of Summit or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Date: 11/25/08



Fiscal Officer
County of Summit

EXHIBIT A

CITY OF CLEVELAND

32095



WATER SERVICE AGREEMENT

with
RICHFIELD

WATER SERVICE AGREEMENT FOR DIRECT SERVICE.

THIS AGREEMENT is made and entered into this 16th day of April, 1982 by and between the CITY OF CLEVELAND ("PURVEYOR") acting by and through its Mayor by authority of Section 129.16 of the Codified Ordinances of the City of Cleveland and the VILLAGE OF RICHFIELD, OHIO ("MUNICIPALITY") acting by authority of Ordinance No. 52-1981, passed on OCTOBER 6, 1981.

WHEREAS, PURVEYOR owns and operates a waterworks system under the management and control of its Division of Water and Heat, Department of Public Utilities, pursuant to the Constitution and laws of the State of Ohio and the Charter and ordinances of the City of Cleveland; and

WHEREAS, PURVEYOR under authority of the Charter of the City of Cleveland and Article XVIII, Section 6, of the Ohio Constitution is empowered to sell and deliver its surplus water to inhabitants and others outside its municipal boundaries; and

WHEREAS, MUNICIPALITY seeks to represent itself and its inhabitants to obtain potable water from PURVEYOR for itself and its inhabitants; and

WHEREAS, PURVEYOR has been the sole supplier of water to MUNICIPALITY; and

WHEREAS, MUNICIPALITY will continue to utilize PURVEYOR to provide water to MUNICIPALITY and its inhabitants and is willing to contract with PURVEYOR as the sole and exclusive supplier of water for itself and its inhabitants on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, PURVEYOR is willing to continue to provide water and water related services to MUNICIPALITY and its inhabitants on the terms, covenants, and conditions hereinafter set forth;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, PURVEYOR and MUNICIPALITY agree as follows:

ARTICLE 1. DEFINITIONS

- 1.01 "Director" means the Director of the Department of Public Utilities of the City of Cleveland.
- 1.02 "Division of Water" means the Division of Water and Heat of the Department of Public Utilities of the City of Cleveland.
- 1.03 "Commissioner" means the Commissioner of the Division of Water and Heat of the Department of Public Utilities of the City of Cleveland.
- 1.04 "Waterworks Facilities" means all waterworks facilities including but not limited to water treatment facilities, storage facilities, and pumping stations but excluding water mains.
- 1.05 "Water Main" means any pipe, regardless of size or function, which is used to transport water from Lake Erie as part of PURVEYOR'S waterworks system to any service connection.
- 1.06 "Trunk Main" means a water main that is twenty inches (20") in diameter or larger.
- 1.07 "Distribution Main" means a water main that is less than twenty inches (20") in diameter.
- 1.08 "Service Connection" means any tap or connection to a distribution main to enable the furnishing of water from such distribution main to any water consumer.
- 1.09 "Direct Service Customer" means an owner of premises located outside PURVEYOR'S municipal boundaries who receives water and water related services from PURVEYOR and who is billed by and pays to PURVEYOR directly for such water and water services.

**WATER SERVICE AGREEMENT
FOR DIRECT SERVICE**

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10 "Master Meter Customer" means a governmental entity which purchases water from PURVEYOR and delivery to water consumers.

11 "Suburban Water Council of Governments" means a council of governments formed pursuant to Chapter 167 of the Ohio Revised Code whose membership is limited to and open to those political subdivisions which receive water and/or water related services or whose inhabitants receive water and/or water related services from PURVEYOR.

ARTICLE 2. SERVICE DISTRICTS

01 PURVEYOR has divided the geographic area in which it supplies water into service districts, named Low, First High, Second High and Third High. It is agreed that the service districts located in the territorial boundaries of MUNICIPALITY are as set forth in the Map which is attached hereto as Exhibit A. Only for the purpose of preserving the hydraulic integrity of the system, PURVEYOR may use the service district and the consequent rate to be applied to any geographic territory located within MUNICIPALITY upon sixty (60) days written notice to MUNICIPALITY from PURVEYOR'S engineer following the engineering changes actually made in the grid system.

ARTICLE 3. OBLIGATION TO FURNISH QUALITY WATER

01 In accordance with and subject to the terms of this AGREEMENT, PURVEYOR agrees to continue to furnish water and water related services to MUNICIPALITY and its inhabitants, including personal, commercial businesses, industry, and other existing direct service customers. PURVEYOR has the right to prohibit the installation or extension of any water mains only when the Commissioner determines, on the basis of engineering data, that the installation or extension would adversely affect water pressure or water volume being provided to PURVEYOR'S existing water consumers or in accordance with Article 10, Section 10.04(b) hereof.

02 The water furnished by PURVEYOR shall at all times be at least equal to the quality of water that is obtained by PURVEYOR to water consumers located within the territorial boundaries of the City of

03 PURVEYOR does not guarantee any fixed volume or pressure of water, the same being subject to the exigencies of the regulation of water mains and other conditions relating to the operation and maintenance of PURVEYOR'S waterworks system. However, MUNICIPALITY shall have a cause of action against PURVEYOR if any such condition arises as the direct result of PURVEYOR'S breach of any part of this AGREEMENT. When necessitated by the need to repair breaks in water mains, serious damage to reservoirs, serious damage to pumping machinery or other emergencies, water may be shut off without notice and the failure to furnish water under such circumstances shall in no case render PURVEYOR liable in damages. However, as soon as reasonably possible, the Mayor and/or Service or City Director of MUNICIPALITY will be notified, so that fire protection precautions may be taken.

04 PURVEYOR shall have the right to discontinue serving any Direct Service Customer who fails to pay in full within the period of time set by PURVEYOR any water bill or who violates any of the provisions of this AGREEMENT or any ordinances, rules or regulations of PURVEYOR that are applicable to the supplying of water to him by PURVEYOR. The same right to discontinue service shall apply to service to MUNICIPALITY except that service may be discontinued only if such violation or failure to pay continues for four (4) months after written notice is given by PURVEYOR of the alleged violation or failure to

Construction of Southeast Side Maintenance Yard
Construction of Crown Plant Railroad Track Extension
Nottingham Electrical, Valve, Piping, Instrument, Construction of State-Brecksville Supply Main
Fairmount Pump Station First High Service Pressure Crown Plant Expansion Engineering
Kirtland Intake Crib Renovation
Construction of Oakes/Broadview-Avery Supply Main
Construction of Kirtland Pumping Station Machine
Construction of Fairmount Pumping Station Road Electric Motors in Secondary Pumping Stations
Installation of Cathodic Protection at Kirtland Raw Chemical Feed Facilities for Oulying Areas
Construction of Harvard Yard Truck Wash
Construction of Phase 2 of New Division Filter Plant
Cleaning and Relining Water Mains
Purchase & Installation of Hydrants, Valves & Pipe
Construction of New Distribution Mains
Purchase and Installation of Remote Outside Read System Hydraulic Survey Service
Construction of Security Facilities--All Locations

PH:

New Solon Water Tower
Installation of Ball Valves in Secondary Pumping
Construction of Belvoir-Clenridge Supply Main
Conversion of Fire Protection Mains to Downtown
New Forest Hills Water Tower
Installation of Carbon Slurry Feed System at Croy
Construction of Baldwin Purification Heating Boilers
Construction of Euclid Creek Channel Thru Notch
Construction of Shepard Reservoir
Construction of Chagrin Reservoir
Construction of Tungsten-Babbitt Supply Main
Construction of Phase 3 New Division Filter Plant
Cleaning and Relining Water Mains
Purchase & Installation of Hydrants, Valves & Pipe
Construction of New Distribution Mains
Purchase and Installation of Remote Outside Read System Hydraulic Survey Service
Construction of Security Facilities--All Locations

ARTICLE 4. WATER RATES

4.01 Rates charged to all customers of PURVEYOR shall be set by the Board of Control of the City of Cleveland subject only to the approval of its Council. PURVEYOR hereby agrees that, for a period of ten (10) years from and after the effective date of this AGREEMENT, the dollar amount of any and all increases in water rates charged by the City of Cleveland to any Direct Service Customer shall not exceed the dollar amount of the increase for any direct service customer within the City of Cleveland by more than 75% in the Low or First High Service District outside the City of Cleveland; by more than 100% in the Second High Service District outside the City of Cleveland; or by more than 130% in the Third High Service District outside the City of Cleveland. Rates shall be calculated on a dollars per mef (one thousand cubic feet of water) basis. Rate increases for Master Meter Customers shall be 75% of the rate increases for Direct Service Customers located in comparable service districts and 63% of the first rate increase reflecting the elimination of a separate maintenance charge. No increase shall be made in the rate for any customer without simultaneously increasing the rates for all other customers, except that customers entitled to a Homestead Exemption as presently specified and defined by the Codified Ordinances of the City of Cleveland need not be increased.

4.02 Rate increases for the following classes of customers shall not be limited by the provisions of Paragraph 4.01 above:

- 1) The rate to be charged to all customers or classes of customers who have taken steps toward leaving the Cleveland water system;
- 2) All rates and charges for unmeasured fire supply connections pursuant to Section 535.21 of the Codified Ordinances of the City of Cleveland;
- 3) All rates and charges for water supplied from a public fire hydrant set pursuant to Article 17 heretofore;
- 4) All special rates for the use of water under special circumstances as determined by the Commissioner of Water pursuant to Section No. 535.26 of the Codified Ordinances of the City of Cleveland.

4.03 PURVEYOR agrees that no water rate shall be changed, instituted or revoked prior to sixty (60) days after the Suburban Water Council of Governments receives written notice of the proposed change, institution or revocation.

ARTICLE 5. COVENANT NOT TO SUE ON WATER RATES; EXCLUSIVE FRANCHISE

5.01 In consideration of the agreement of PURVEYOR and provided that PURVEYOR conforms all water rate increases strictly to the provisions of Article 4 of this AGREEMENT, and in consideration of the agreement of PURVEYOR to finance and construct the capital improvements provided for in Article 20 of this AGREEMENT, MUNICIPALITY agrees that it will not directly or indirectly, alone or together with others, by court proceedings or in any other way attempt to obstruct, enjoin, hinder or disable PURVEYOR from setting, charging, and collecting rates that PURVEYOR, in its sole discretion deems necessary to enable PURVEYOR to fulfill its obligations hereunder. In addition, MUNICIPALITY agrees that PURVEYOR shall be the sole and exclusive supplier of water to MUNICIPALITY and its inhabitants for the term of this AGREEMENT.

ARTICLE 6. OPERATIONAL CONTROL OF WATERWORKS SYSTEM

6.01 PURVEYOR has the right to regulate and control, in accordance with the terms and conditions of this AGREEMENT, the operation, engineering, construction, expansion, maintenance, repair and use of the entire waterworks system, including all water treatment facilities, water storage facilities, pumping stations, water transmission facilities, and water mains. The Commissioner has the right to determine through which water mains, water shall be delivered to any Direct Service Customer of PURVEYOR.

with Recirculation and Disposal Facilities Engineering
and Site Improvements
Electrical Service

Control Center
Pipes
Pipe Replacement
Inlets

Adding Meters

HAZE 2

improvements
Service Pump Station

Basin, Bracing and Sealing
Plant

& Pipe Replacement

Adding Meters

HAZE 3

facilities
Twin Water Plant
Filtration and Reservoir Modification & Replacement
Disposal Facilities

former Coolant Containment Dikes

ARTICLE 7. RIGHT TO USE STREETS, WATER MAINS, AND EQUIPMENT

PURVEYOR shall have the right to use the easements, streets, and other public ways and places of MUNICIPALITY to the extent MUNICIPALITY has such rights, for the purpose of laying, extending, using and repairing water mains and doing such other acts as PURVEYOR shall deem to be necessary for the delivery of water to all of PURVEYOR'S present and potential consumers, whether inside or outside of the territorial boundaries of MUNICIPALITY.

PURVEYOR shall have the right to use, extend, tap or connect into any and all water mains and water transmission facilities, irrespective of whether or not they are owned or controlled by MUNICIPALITY, without any fee or charges by MUNICIPALITY to PURVEYOR for the exercise of right, provided such water mains and/or other water transmission facilities are connected into PURVEYOR'S waterworks system.

The surface easements and streets shall be restored to previous condition (after laying, extending, using and maintaining water mains) by MUNICIPALITY at PURVEYOR'S expense unless otherwise provided in writing by MUNICIPALITY and PURVEYOR.

ARTICLE 8. INSTALLATION AND MAINTENANCE OF WATER FACILITIES

PURVEYOR shall have the obligation to provide, at its own cost and expense, the planning, engineering, purchasing, construction, installation, and to place in operation, maintain and repair all waterworks facilities that PURVEYOR in its sole discretion deems necessary or conducive to the proper efficient functioning of the waterworks system, unless otherwise provided in this AGREEMENT.

When, in the opinion of the Commission, additional Waterworks facilities need to be installed within the corporate limits of MUNICIPALITY, MUNICIPALITY shall cooperate with PURVEYOR in the construction or installation of such facilities to the extent such cooperation shall not impose any additional cost to MUNICIPALITY, unless otherwise provided in this AGREEMENT, and PURVEYOR shall cooperate with MUNICIPALITY with due notice as to the location of the proposed Waterworks Facilities. MUNICIPALITY shall not charge PURVEYOR for any permits in connection with such installation, and PURVEYOR shall cooperate in providing all permits, easements, rights-of-way, access, traffic control and other rights and privileges necessary to facilitate PURVEYOR'S work. PURVEYOR shall pay for the location of areas in which construction is carried on, shall pay for any property taken for such construction, and to the extent allowed by law, hold MUNICIPALITY harmless from all damages or claims incurred by persons or property arising from the performance by PURVEYOR or its agents of any work to install or repair or maintain Waterworks Facilities, unless otherwise provided in this AGREEMENT. MUNICIPALITY reserves the right to require its own inspectors where it deems necessary on any work performed within its boundaries. The cost of any such inspections shall be paid by MUNICIPALITY. However, where construction of new, extension or replacement Waterworks Facilities is being carried out by PURVEYOR and not at the request of MUNICIPALITY, and where MUNICIPALITY inspection is not routine, then the cost of such inspection shall be paid by PURVEYOR.

ARTICLE 9. INSTALLATION AND MAINTENANCE OF TRUNK MAINS

PURVEYOR shall have the right to use and shall bear the expense of repairing, maintaining, cleaning and relining all trunk mains located within MUNICIPALITY'S corporate limits. PURVEYOR shall have the right to use and shall bear the expense of repairing, maintaining, cleaning and relining the trunk mains identified on Exhibit B, which are defined as distribution mains but have been deemed by PURVEYOR to be functioning as trunk mains. PURVEYOR shall not bear the expense of cleaning and relining any mains not herein expressly identified. A priority shall be established for cleaning and relining

Dover Center Road
Royallton Road
Green Road
Wallings Road
Royallton Road
Lorain Road
Warrensville Center Road
Cedar Glen (Cedar Hill)

Westlake Ro
Pearl Road
Baintree Ro
Broadview R
District Line
of Bennett
West 208 St
Mayfield Ro
Murray Hill

EXH

PURVEYOR'S engineers have determined that the following efficient operation and expansion of the water system

PH A

Columbus Road Bridge Water Main
Warrensville Reservoir Construction
Engle Rd. 10 MG Reservoir & Engley/Whitney Supt
Broadway Booster Pump Station Land Purchase
New Division Filter Plant Design and Construction
Nottingham Pump Station First High Service Inapro
Installation of Dual-Drive Backup Pump at Pleasant Blossom Water Tower - 3 MG Storage
Construction of Broadway Booster and Pump Station
Division Water Pumping Plant Office, Maintenance
Installation of Dual-Drive Backup Pump at Cedar-Y
Installation of Dual-Drive Backup Pump at Indepet
Construction of Willow Booster Station
Cleaning and Relining Water Mains
Construction of Baldwin Filter Plant Restoration
Division Railroad Track Replacement
Division Site Fence Replacement
Construction Division Chemical House Exhaust System
Construction of Woodhill Road 2nd High Service Station
Nottingham Plant Coagulation, Flk. & Res. Modification
Construction of Fairmount Raw Water Reservoir Station
Nottingham Pumping 2nd High Service Improvements
Nottingham Pumping 2nd HS Improvements

ATTACHMENT A (SEE BACK COVER)
The territorial boundaries of MUNICIPALITY will be attached to the following distribution mains:

EXHIBIT B

cleaning and relining only the following distribution mains:

<p>101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200</p>	<p>To:</p> <p>Brecksville Road District Line at J-77 Sprague Road South of Ohio Turnpike Boston Road Broadview Road Bagley Road Drake Road Akins Road Clague Road Clague Road Westwood Avenue Sprague Road Brookpark Road County Line Mill Road East 250 Street U.S. Route 422 Lorain County Line Worrell Road Lorain County Line Broadview Road Mayfield Village South Corporation Line Wilson Mills Road Cardinal Line Deadend South of Fairmount Blvd. Detroit Road</p>
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those mains listed on Exhibit B based primarily upon the Hazen-Williams "C" Coefficient of the interior of such mains. The mains having the lowest Hazen-Williams "C" Coefficient values, taking into consideration the demand on the system, shall be considered for cleaning and relining at the earliest possible time.

9.02 When in the opinion of the Commissioner, additional truck mains or extensions of trunk mains shall be installed to supply MUNICIPALITY or any territory beyond MUNICIPALITY'S corporate limits, such mains or extensions thereof shall be installed, repaired, maintained, cleaned, and relined by PURVEYOR at its expense. PURVEYOR is hereby authorized to install new trunk mains within the corporate limits of MUNICIPALITY after due notice to MUNICIPALITY as to the location of the proposed mains or extensions thereof. MUNICIPALITY shall not charge PURVEYOR for any permits or inspection fees in connection with such installation and MUNICIPALITY shall cooperate in providing all permits, easements, rights-of-way, access, traffic control and other rights and privileges necessary to facilitate PURVEYOR'S work. PURVEYOR shall pay for the restoration of areas in which construction is carried on and shall, to the extent allowed by law, save the MUNICIPALITY harmless from all damages or claims for damages to persons or property arising from the performance by PURVEYOR or its agents of any work to repair, maintain, or install trunk mains.

9.03 When the purpose in performing any of the work referred to in this Article 9 is, in the opinion of the Commissioner, primarily to provide additional water supply to MUNICIPALITY and its inhabitants, and such water is requested by the MUNICIPALITY, and if it is necessary to remove or rearrange the property of any other utility to perform such work, the MUNICIPALITY shall remove or rearrange or cause to be removed or rearranged, at no expense to PURVEYOR, the property of the other utility. If, however, the work performed is, in the opinion of the Commissioner, not primarily to provide additional supply to MUNICIPALITY, or its inhabitants, and the work is not requested by the MUNICIPALITY, and it is necessary to remove or rearrange the property of other utilities to perform the work, then MUNICIPALITY will not be responsible for rearranging or bearing the cost of rearranging the property of such utility but will in all events cooperate as far as legally possible, without expense to itself, in obtaining the rearrangement or removal of such utilities' property.

ARTICLE 10. INSTALLATION OF DISTRIBUTION MAINS

10.01 PURVEYOR shall not be obligated to provide or install distribution mains or other equipment for the distribution within the geographic boundaries of MUNICIPALITY of water from trunk mains to service connections. With the exception of those water mains specifically identified on Exhibit B, MUNICIPALITY shall bear the expense of cleaning and relining all distribution mains located within MUNICIPALITY'S corporate limits.

10.02 PURVEYOR may install water mains less than twenty inches (20") in diameter within the corporate limits of MUNICIPALITY when, in the opinion of the Commissioner, such installation is suitable and necessary to supply a large segment of PURVEYOR'S service area, whether or not such area is totally or partially within MUNICIPALITY'S corporate limits, provided MUNICIPALITY and PURVEYOR sign a written agreement authorizing PURVEYOR to construct said main. Whenever PURVEYOR and MUNICIPALITY agree in writing that PURVEYOR may install such a main less than twenty inches (20") in diameter within the corporate limits of MUNICIPALITY, and PURVEYOR agrees to bear the cost of installation, then PURVEYOR shall bear the cost of construction, installation, repairing, maintaining, cleaning and relining such main for all time. PURVEYOR shall not be liable for the cost of installation of any such main less than twenty inches (20") in diameter in the absence of such written agreement. In the event that PURVEYOR shall install and bear the expense of such main, then PURVEYOR shall have the

restrict the use of the main so that it would not be permitted to be tapped for service connections or
ing water mains. PURVEYOR shall have the right to allow service connections to be tapped to
ain, and shall have the right to condition such permission on the payment of a tap-in charge
ing a fair proportion of PURVEYOR'S cost of installation of such main. Such tap-in charges
in addition to established connection charges and in lieu of any other assessment. Where a permit
for the connection of a fire hydrant, the entire cost of such fire hydrant installation to such main
by PURVEYOR shall be paid in advance to PURVEYOR by MUNICIPALITY or the party re-
; such installation. No tap-in charge shall be assessed by PURVEYOR for the privilege of connec-
distribution main to any water main constructed under the provisions of this paragraph 10.02.

No main less than twenty inches (20") in diameter, which primarily functions as a trunk main, that
arily furnishing water to other distribution mains and not to service connections, shall be installed
ost of MUNICIPALITY without MUNICIPALITY'S consent in writing.

No distribution main or fire hydrant shall be constructed and connected to the waterworks system
he following requirements have been satisfied:

rior to construction of the main, preliminary plans shall be furnished to the Commissioner in
e which shall show:

the street and other public ways and places in which such distribution main is to be installed, with
tion of all monuments or stakes necessary to establish the centerline of such streets or other public

the present surface of the street;

the established grade of the street, (including cases where the grade is established, but the street or
way has not been graded in accordance with the established grade);

the proposed size and location of all mains, pipes, valves, hydrants and other appurtenances and
tion of existing or proposed sanitary sewers. PURVEYOR may request modification to said plans
d plans shall be drafted and submitted incorporating all modifications required by Commissioner.
opies of the final plans shall be furnished to Commissioner in accordance with the provisions of this
MENT. Upon approval of final plans, installation of the main may commence. Six copies of the
ns will be retained by the Commissioner in the files of the Division of Water. Two copies of the
hall be returned to MUNICIPALITY, one of which shall be retained in the files of the
MUNICIPALITY.

PURVEYOR shall have the right to refuse to approve the construction of a new water main or the
n of an existing water main and the right to refuse connection of a new water main or service con-
to the existing water system in any area where sanitary sewers and sewage treatment facilities, or
r such facilities, have not been approved by the local sewer authority and MUNICIPALITY or in
a where the Ohio Environmental Protection Agency has imposed a tap-in ban prohibiting addi-
connections to the existing sewer system serviced by the local sewer authority. In the event that
YOR has approved construction of a water main on the basis of plans for sewer facilities, then
YOR may refuse to approve connection of such water main until the sewer facilities have been con-

When distribution mains are to be installed in a street dedicated by the owner to the public and pro-
ceded, but not accepted by the MUNICIPALITY, said distribution main may not be constructed
e owner shall grant and record an easement for the full length and width of such street to
MUNICIPALITY and PURVEYOR, providing for the installation of water mains, service connections
urtinances and their maintenance pending acceptance of the street by MUNICIPALITY.

27.02 Notices to MUNICIPALITY required to be given
the following address:

P.O. Box 337

9410 W. STATE ST.

RICHFIELD, OHIO

IN WITNESS WHEREOF, the parties have caused this
first above written.

IN THE PRESENCE OF:


By: _____

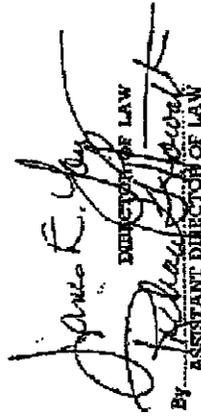
U1L
MUNIC

By: _____





The legal form and correctness of the
within instrument is hereby approved


DIRECTOR OF LAW
By: 
ASSISTANT DIRECTOR OF LAW

Date: April 16, 1982

ns or any additional service connections within MUNICIPALITY shall the amount is paid in full.

PITAL IMPROVEMENT PROGRAM

etermined that the capital improvements listed in Exhibit C at-ient operation and expansion of the water system as a whole and these improvements within ten (10) years from the date of this nding can be obtained from the issuance and purchase of bonds ues and provided further that the collection of water revenues ient to meet PURVEYOR'S obligations under the terms of its e issued, and are sufficient to meet the expenses of all of ves under this AGREEMENT, and are sufficient to meet the erating and administrative expenses. PURVEYOR specifically ood faith effort to issue and sell bonds needed to complete the rd herein and will make a good faith effort to set rates sufficient

the except any of the capital improvements listed in Exhibit C is rate limits or the construction or completion thereof can be af-act by MUNICIPALITY then MUNICIPALITY will cooperate ruction and in the acquisition by PURVEYOR of land for such ot require MUNICIPALITY to incur any expense.

L.F. 21. ANNUAL REPORTS

to PURVEYOR, within thirty (30) days after a written request of all water pipes, valves, service connections and fire hydrants of MUNICIPALITY during the preceding year. PURVEYOR ds of time longer than the preceding year if available and ish such information within a reasonable period of time. Within request by PURVEYOR, MUNICIPALITY shall furnish to stantiate if its requirements for expansion and future needs for

RTAINMENT OF WATER SERVICE

essitate the temporary curtailment of water usage to insure that olume and pressure of water for essential health and safety pur-orary curtailment of water supply in all or any part of the ITY'S boundaries.

public media announcement or other actual notice of an order to itery or Service Director for temporary curtailment of water ser-ary reasonable and appropriate action to curtail the use of water e geographic territory affected by the order by enforcement of 2.03.

exception of this AGREEMENT, MUNICIPALITY agrees to a provided in Exhibit D and agrees to enforce its provisions in ght to inspect copies of any and all ordinances, rules and regula-on memoranda regarding enforcement by MUNICIPALITY of

same without expense to PURVEYOR and relieving PURVEYOR of all responsibility and liability that may arise from the performance of any work by applicant or his contractor.

15.03 Only distribution mains within the corporate limits of MUNICIPALITY shall be tapped for the purpose of making service connections for the general supply of water to any premises within the corporate limits of MUNICIPALITY.

15.04 A service connection to a water main shall be permitted only if the water main extends across the full length of frontage of the premises to receive water service from the service connection. Service connections shall be permitted only to premises which abut a street in which a distribution main is situated or where an easement for water supply purposes extends from the premises to a street in which a distribution main is located.

15.05 A single service connection shall supply no more than one building. In multi-unit buildings, such as are located in shopping centers, or such other structures where units within that structure may be sold individually, the Commissioner shall determine the number of service connections necessary to adequately provide service to the building.

15.06 All service connections to any main located in a street or other public way or place shall be installed by PURVEYOR at the expense of the party ordering the service. The service line shall be installed by PURVEYOR up to a point approximately two feet (2') back of the curb line. Such installations shall include all stop cocks and valves.

15.07 No service connections shall be extended beyond the curb box or valve at the curb to a building until permits for such extension, for the setting of a meter thereon, and for water to be used for construction purposes have been obtained from PURVEYOR. Said permit will be issued only after submission to PURVEYOR of a written application, together with a building permit issued by MUNICIPALITY. MUNICIPALITY agrees that its officers vested with the authority to issue building permits will, before issuing any permit for construction work which will require the use of water, first require the applicant to furnish a certificate secured from PURVEYOR stating that the rules and regulations of the Division of Water have been complied with, and that arrangements have been made with the Division of Water for use of water and for payment of all water used. The extension of a service connection from the stop cock box or valve at or near the curb ("pipe") shall be installed by and at the expense of the Direct Service Customer. The pipe must be of a type approved by the Commissioner and left uncovered in the trench until it has been tested and inspected by PURVEYOR at the expense of PURVEYOR. The water shall not be turned on until the pipe has been inspected and approved. MUNICIPALITY shall provide PURVEYOR with a copy of each occupancy permit or equivalent document issued by MUNICIPALITY within ten (10) days of issuance.

ARTICLE 16. METERS

16.01 Water meters and remote registers shall be installed on all service connections established within the territorial boundaries of MUNICIPALITY in such locations as the Commissioner shall determine. Water meters and remote registers shall be supplied by PURVEYOR and shall remain the property of PURVEYOR. The cost of the water meters and remote registers and the cost of their installation shall be paid for by the Direct Service Customer.

16.02 Meters shall be set in a vault within the dedicated right-of-way when required by the Commissioner. When vaults are required, they shall be furnished and installed by the Direct Service Customer and approved by the Commissioner, all in strict conformity with the rules and regulations of the Division of Water.

17.04 MUNICIPALITY shall be responsible for and, at its expense, installation of, periodic inspections of and located within its corporate limits. MUNICIPALITY installing properly. If any such repair or replacement is required, MUNICIPALITY may bill PURVEYOR for the reasonable cost of documentation of the work done and the actual cost of any bill for costs which PURVEYOR deems to be unrecoverable.

ARTICLE 18. CHANGE IN GRADE

18.01 Where the established grade of any street or public utility service connections are installed is to be altered or re-established for the installations, then MUNICIPALITY shall be responsible for the installation, maintenance, repair or replacement of mains, pipes, or service connections to the depth of the street.

18.02 Where the established grade of any street or public utility service connections are installed is to be altered or re-established for such installation, MUNICIPALITY shall be responsible for the installation, maintenance, repair or replacement of mains, pipes, or service connections to the depth of the street.

18.03 Where relocation or re-establishment of any public utility service connections, or with its consent or approval, which public utility service connections are installed is to be altered or re-established for the installations, then MUNICIPALITY shall be responsible for the installation, maintenance, repair or replacement of mains, pipes, or service connections to the depth of the street.

ARTICLE 19. VACATION

19.01 Where any dedicated or proposed street, public utility service connections, or with its consent or approval, which public utility service connections are installed is to be altered or re-established for the installations, then MUNICIPALITY shall be responsible for the installation, maintenance, repair or replacement of mains, pipes, or service connections to the depth of the street.

19.02 Within thirty (30) days of the receipt of the notice, the applicant shall notify MUNICIPALITY in writing of any relocation or alteration of the street. Such relocation or alteration shall not be made without an easement to the MUNICIPALITY and PURVEYOR.

19.03 Any relocation or alteration of water mains, fire hydrants, meters, or meter vaults or other water facilities is the responsibility of the applicant. Such relocation or alteration shall be at the expense of MUNICIPALITY, or the benefiting party, be unwilling or unable to do so. PURVEYOR may proceed with the relocation or alteration of the street if the applicant fails to do so within the time specified. MUNICIPALITY or the party benefiting from the relocation or alteration shall have two months from the date of the bill. If the total amount due and owing is not paid within the time specified, the amount shall be a lien in favor of MUNICIPALITY.

Water meters and remote registers on existing service connections that were not originally supplied by PURVEYOR to the water consumer, did not meet the specifications of PURVEYOR at the time of installation and do not accurately register the consumption of water, shall be repaired and/or replaced by PURVEYOR at the expense of the Direct Service Customer. All water meters and/or remote registers must be replaced and/or repaired as the result of theft or damage from causes other than normal wear and tear shall be repaired and/or replaced by PURVEYOR at the expense of the Direct Service Customer. Notwithstanding anything to the contrary in this paragraph, a water meter and/or remote register supplied by PURVEYOR which must be repaired or replaced as a result of defects in material or workmanship, or normal wear and tear, shall be repaired and/or replaced at PURVEYOR'S expense.

In cases where, with the consent of PURVEYOR, the Direct Service Customer is the owner of a water meter, maintenance and repairs on said meter shall be made by PURVEYOR at the expense of the Direct Service Customer on the basis of the cost of material and labor plus twenty-five percent (25%) of the cost of materials and labor to compensate PURVEYOR for supervision and overhead expenses.

If any water meter shall fail to register correctly within the limitations established in the rules and regulations of PURVEYOR applicable thereto, the Direct Service Customer shall be responsible for the cost of the meter and the cost of the water meter shall be based on the consumer's average daily rate of consumption. The consumer's daily rate of consumption shall be estimated by the Commissioner based upon water usage registered on the meter when the meter was in working order. PURVEYOR shall use the same criteria in determining the consumption of Direct Service Customers and customers within the City of Cleveland.

ARTICLE 17. FIRE HYDRANTS

MUNICIPALITY shall not permit the use of water from fire hydrants, valves or other devices within the corporate limits of MUNICIPALITY unless the use of such water is metered or is otherwise provided for in this Article.

MUNICIPALITY has the right to connect fire hydrants to PURVEYOR'S water supply system for fire hydrants, streets and sewers and for such other use as is specifically authorized by Commissioner. For such use, MUNICIPALITY shall pay an annual fee in advance at such rates, in such manner, and at such times as shall be provided in applicable ordinances or rules and regulations of PURVEYOR existing at the time such use is authorized or as amended in the future. The rate charged for the use of water from a fire hydrant shall be calculated to cover only PURVEYOR'S actual cost of estimated water losses from such use, but in no event shall said rate exceed the rate authorized to be charged to a Direct Service Customer located in the same service district. MUNICIPALITY shall maintain a record of the use of water from fire hydrants for the purpose of establishing charges for such use. Except as otherwise provided in this Article, there shall be no unaccounted for or other free use of water by any person.

No water shall be taken from any fire hydrant for construction or any other purpose except as provided in Paragraph 17.02 without first obtaining a permit for said use from the Commissioner. The issue of such permit shall be conditioned upon compliance with rules and regulations issued by PURVEYOR, including but not limited to, prepayment for water which said applicant may reasonably be expected to use, at rates not higher than the rates in effect for the service district in which the fire hydrant is located. The Commissioner shall have the power to revoke any permit issued in order to protect against waste of water or for any other reasonable purpose.

of the MUNICIPALITY.

EXPENSE OF DISTRIBUTION MAINS

and shall bear the expense of the repair and maintenance of the same, except as otherwise provided herein. Effective as of the first rate said repair and maintenance will be included as a part of the

LIABILITY AND RELEASE OF LIABILITY

no claim against PURVEYOR on account of any break or leak in public street, highway or easement which claim arises before the PURVEYOR has had a reasonable period of time to act in condition.

list of repairing water mains and service connections that may wholly or partly within a sewer, manhole or catch basin, harmless from any claim for damages caused by a break in any results from the water main, pipe or service connection being manhole or catch basin in violation of regulations of any en-

valve boxes, hydrants, service connections and their appurtenances the obligation of MUNICIPALITY for a period of two years after installation provides for such maintenance to be furnished

MUNICIPALITY damages any water mains or other water plant equipment, MUNICIPALITY shall be responsible for the repair of damage, upon receipt of bill.

DISTRIBUTION SYSTEM BY MUNICIPALITY

decides to undertake the repair and maintenance of all or any part of its geographic territory, MUNICIPALITY and PURVEYOR enter into an agreement supplemental to this AGREEMENT modifying the duties, responsibilities and liabilities related to such this AGREEMENT shall prohibit MUNICIPALITY from entering into any agreement with MUNICIPALITY and PURVEYOR that would be mutually

SERVICE CONNECTIONS

it may be constructed or connected to the waterworks system of the territory has been obtained from PURVEYOR.

ation and/or meter vault is issued by PURVEYOR, the application from MUNICIPALITY indicating: (1) the location and nature of the meter vault; (2) that applicant has made satisfactory arrangements for necessary openings in the street or public highway, excavating and backfilling of trenches with sand, placing temporary wearing surface of surface in advance of permanent replacement of road-crection and maintenance of lights, signs and barricade for

PURVEYOR'S order to curtail use of water.

22.04 Failure of MUNICIPALITY to make a good faith effort to enforce a curtailment order against an inhabitant of MUNICIPALITY after PURVEYOR has provided hand delivered written notice to MUNICIPALITY of the identity of an inhabitant who is in violation of the order, shall subject MUNICIPALITY to a penalty in the amount of Five Hundred Dollars (\$500.00) per day for each day MUNICIPALITY fails to make a good faith effort to enforce the curtailment order against said inhabitant. Before assessing the penalty authorized by this Paragraph, PURVEYOR shall provide the highest ranking official of MUNICIPALITY with hand delivered written notice of PURVEYOR'S intent to assess the penalty and of the reason for the proposed penalty. MUNICIPALITY shall have the opportunity to remedy and remove the penalty by making good faith effort to enforce the curtailment order against the violating inhabitant within six (6) hours. If, within the six (6) hour time period, MUNICIPALITY has taken appropriate action, PURVEYOR shall waive any penalty.

22.05 Permission for any additional water mains, extension of water mains or any additional service connections within MUNICIPALITY'S corporate limits shall be denied until any unpaid penalties assessed in accordance with this Article 22 have been paid.

22.06 A curtailment order under this Article 22 shall automatically expire seven (7) days after it is instituted unless renewed prior to that time by PURVEYOR and PURVEYOR notifies MUNICIPALITY of the renewal.

22.07 MUNICIPALITY hereby agrees that the penalties provided for herein are necessary to allow PURVEYOR to preserve the hydraulic integrity of the water supply system and are not excessive.

ARTICLE 23. TERM OF AGREEMENT

23.01 The term of this AGREEMENT shall be for a minimum period of ten (10) years commencing on the first day after execution of this AGREEMENT by PURVEYOR, and shall automatically continue in effect from year to year thereafter. This AGREEMENT may be canceled by either party hereto by giving written notice to the other party at least five (5) years prior to the effective date of termination, provided that no such notice may be given until five (5) years after the date upon which this AGREEMENT is executed by PURVEYOR. Any notice of cancellation shall be by certified mail, return receipt requested, addressed to the Director in case of PURVEYOR or the highest ranking official in case of MUNICIPALITY. In the event of termination of this AGREEMENT, following notice of cancellation by either party, the Director or his designated representative shall have sole control over the terms and conditions of the operation of the water system within MUNICIPALITY'S geographic territory, so long as water is being supplied by PURVEYOR to said territory.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.01 MUNICIPALITY and PURVEYOR expressly agree that the terms, covenants and conditions made in this AGREEMENT shall bind its respective council, officers, mayors and officials for the term of this AGREEMENT and they have authority to execute this AGREEMENT.

24.02 If any governmental unit, department, division, body or office referred to in this AGREEMENT shall cease to exist or shall cease to retain any part of its powers and duties, material to the performance of this AGREEMENT, which are vested in them at the time of the execution of this AGREEMENT, then all references to them shall be deemed to include whatever governmental units, department, division, body or office shall then succeed to or have the powers and duties material to performance of this AGREEMENT without regard to title or formal designation.

27.03 Notices to MUNICIPALITY required to be given under this AGREEMENT shall be delivered to the following address:

P.O. Box 337
4410 W. STARETSBORO RD.
RICHFIELD, OHIO 44286

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

IN THE PRESENCE OF: THE CITY OF CLEVELAND

Richard L. Howard

By: [Signature]
Director, Department of Public Utilities

George L. Hingley

VILLAGE OF RICHFIELD, OHIO
MUNICIPALITY
By: [Signature]
(Name)

[Signature]

MAYOR
(Title)

The legal form and correctness of the within instrument is hereby approved

By: [Signature]
FINANCE DIRECTOR

[Signature]
DIRECTOR OF LAW
By: [Signature]
ASSISTANT DIRECTOR OF LAW

Date: April 16, 1985

EXHIBIT A (SEE BACK COVER)

of the service districts located within the territorial boundaries of MUNICIPALITY will be attached-

EXHIBIT B

shall bear the expense of cleaning and relining only the following distribution mains:

Name of Street or Road	From:	To:
Grantwood Road/Broadview Road/East Ridge-wood Drive/Crossview Road/Chestnut Road	Static Road	Brecksville Road
Pleasant Valley Road	Hoertz Road	District Line at I-77
Broadview Road	Skyview Drive	Sprague Road
Ledge Road	North of Sprague Road	South of Ohio Turnpike
Late Road	Pleasant Valley Road	Boston Road
Mallings Road	Ridge Road	Broadview Road
Pearl Road	Lucida Avenue	Bagley Road
West 130 Street	Snow Road	Drake Road
York Road	Pearl Road	Akins Road
Center Ridge Road	Wooster Road	Clague Road
Hilliard Road/Boulevard	Wooster Road	Clague Road
Wagner Road/	Westway Drive	Westwood Avenue
West 210 Street	Hilliard Boulevard	Sprague Road
Columbia Road		
Lockside Road/		
Broadview Road	Brecksville Road	Brookpark Road
Aurora Road/South Miles		
Bainbridge Road	Northfield Road	County Line
Dover Center Road	South of Detroit Road	Mill Road
Lake Shore Boulevard	Nottingham Road	East 250 Street
S.O.M. Center Road	South Woodland Road	U.S. Route 422
Bradley Road	Detroit Road	Lorain County Line
Chardon Road	Richmond Heights West Corporation Line	
West Lake Road	Detroit Road	Worrell Road
Snow Road	West 130 Street	Lorain County Line
S.O.M. Center Road	Willoughby Hills North Corporation Line	Broadview Road
Bishop Road	Eddy Road	Mayfield Village South Corporation Line
Mayfield Road	Mayfield Heights West Corporation Line	Wilson Mills Road
S.O.M. Center Road	Mayfield Heights North Corporation Line	Cardinal Line
Bradley Road	Westlake Road	Deadend South of Fairmount Blvd.
		Detroit Road

those mains listed on Exhibit B based primarily upon the of such mains. The mains having the lowest Hazen-W consideration the demand on the system, shall be considered time.

9.02 When in the opinion of the Commissioner, additional shall be installed to supply MUNICIPALITY or any limits, such mains or extensions thereof shall be installed PURVEYOR at its expense. PURVEYOR is hereby authorized to alter the limits of MUNICIPALITY after due notice to the corporate limits of MUNICIPALITY. MUNICIPALITY shall not be liable for connection with such installation and MUTATION fees in connection with such installation and MUTATION fees, easements, rights-of-way, access, traffic control at limits, easements, rights-of-way, access, traffic control at PURVEYOR'S work. PURVEYOR shall pay for the installation and shall, to the extent allowed by law, save the MUNICIPALITY from damages to persons or property arising from the installation work to repair, maintain, or install trunk mains.

9.03 When the purpose in performing any of the work the Commissioner, primarily to provide additional water and such water is requested by the MUNICIPALITY, a party of any other utility to perform such work, the MUTATION to be removed or rearranged, at no expense to PURVEYOR; the work performed is, in the opinion of the Commissioner, MUNICIPALITY, or its inhabitants, and the work is necessary to remove or rearrange the property of other MUNICIPALITY will not be responsible for rearranging or bearing the cost but will in all events cooperate as far as legally possible rearrangement or removal of such utilities' property.

ARTICLE 10. INSTALLATION
 10.01 PURVEYOR shall not be obligated to provide the distribution within the geographic boundaries of MUNICIPALITY with the exception of those water connections. With the exception of those water connections, MUNICIPALITY shall bear the expense of cleaning MUNICIPALITY'S corporate limits.

10.02 PURVEYOR may install water mains less than the corporate limits of MUNICIPALITY when, in the opinion of the Commissioner, it is necessary to supply a large segment of PURVEYOR'S service area and necessary to supply a large segment of PURVEYOR'S service area or partially within MUNICIPALITY'S corporate limits. PURVEYOR shall sign a written agreement authorizing PURVEYOR to alter the limits of MUNICIPALITY in diameter within the corporate limits of MUNICIPALITY. PURVEYOR shall bear the cost of installation, then PURVEYOR shall bear the cost of cleaning and relining such main for all time. PURVEYOR shall not be liable for any such main less than twenty inches (20") in diameter. PURVEYOR shall install and bear the expense of any such main.

STREETS, WATER MAINS, AND EQUIPMENT
 use the easements, streets, and other public ways and places of
 PALITY has such rights, for the purpose of laying, extending,
 and doing such other acts as PURVEYOR shall deem to be
 of PURVEYOR'S present and potential consumers, whether
 boundaries of MUNICIPALITY.

o use, extend, tap or connect into any and all water mains and
 receive of whether or not they are owned or controlled by
 urses by MUNICIPALITY to PURVEYOR for the exercise of
 ind/of other water transmission facilities are connected into

shall be restored to previous condition (after laying, extending,
 MUNICIPALITY at PURVEYOR'S expense unless otherwise
 and PURVEYOR.

AND MAINTENANCE OF WATER FACILITIES
 tion to provide, at its own cost and expense, the planning,
 installation, and to place in operation, maintain and repair all
 its sole discretion deems necessary or conducive to the proper
 its system, unless otherwise provided in this AGREEMENT.

tion, additional Waterworks Facilities need to be installed
 LITY MUNICIPALITY shall cooperate with PURVEYOR in
 ilities to the extent such cooperation shall not impose any addi-
 ervices provided in this AGREEMENT, and PURVEYOR shall
 as to the location of the proposed Waterworks Facilities.
 YOR for any permits in connection with such installation, and
 ding all permits, easements, rights-of-way, access, traffic con-
 y to facilitate PURVEYOR'S work. PURVEYOR shall pay for
 on is carried on, shall pay for any property taken for such con-
 hold MUNICIPALITY harmless from all damages or claims
 g from the performance by PURVEYOR or its agents of any
 erwork facilities, unless otherwise provided in this AGREEM-
 nk to require its own inspectors where it deems necessary on
 cost of any such inspections shall be paid by MUNICIPALI-
 attention of replacement Waterworks Facilities is being carried
 t the request of MUNICIPALITY, and where MUNICIPALI-
 st of such inspection shall be paid by PURVEYOR.

ON AND MAINTENANCE OF TRUNK MAINS
 use and shall bear the expense of repairing, maintaining, clean-
 thin MUNICIPALITY'S corporate limits. PURVEYOR shall
 he expense of repairing, maintaining, cleaning and relining the
 r arc defined as distribution mains but have been deemed by
 ains. PURVEYOR shall not bear the expense of cleaning and
 tified. A priority shall be established for cleaning and relining

Dover Center Road	Westlake Road	Detroit Road
Royalton Road	Pearl Road	District Line West of Bennett Road
Green Road	Baintree Road	Chagrin Boulevard
Wallings Road	Broadview Road	District Line at Pershing Drive
Royalton Road	District Line, West of Bennett Road	District Line at I-77
Lorain Road	West 208 Street	Clague Road
Warrensville Center Road	Mayfield Road	South Euclid
Cedar Glen (Cedar Hill) Road	Murray Hill	South Corporation Line Euclid Heights Boulevard

EXHIBIT C

PURVEYOR'S engineers have determined that the following capital improvements will be beneficial to the efficient operation and expansion of the water system as a whole:

PHASE 1

- Columbus Road Bridge Water Main
- Warrensville Reservoir Construction
- Engle Rd. 10 MG Reservoir & Bagley/Whitney Supply Water Main Construction
- Broadway Booster Pump Station Land Purchase
- New Division Filter Plant Design and Construction Management Services
- Nottingham Pump Station First High Service Improvements, 36" 1st HS Main
- Installation of Dual-Drive Backup Pump at Pleasant Valley Pump Station
- Blossom Water Tower — 3 MG Storage
- Construction of Broadway Booster and Pump Station and Related Supply Mains
- Division Water Pumping Plant Office, Maintenance and Heating Facilities
- Installation of Dual-Drive Backup Pump at Cedar-Winchester Pump Station.
- Installation of Dual-Drive Backup Pump at Independence Pump Station
- Construction of Willow Booster Station
- Cleaning and Relining Water Mains
- Construction of Baldwin Filter Plant Restoration
- Division Railroad Track Replacement
- Division Silo Fence Replacement
- Construction Division Chemical House Exhaust Scrubber System
- Construction of Woodhill Road 2nd High Service Supply Main
- Nottingham Plant Coagulation, Filtr. & Res. Modification & Replacement Engrs.
- Construction of Fairmount Raw Water Reservoir Sidewalls and Bottom
- Nottingham Pumping 2nd High Service Improvement-Engrs.
- Nottingham Pumping 2nd HS Improvements

tion of Crown Site Erosion Control
 urification Instrumentation Replacement
 Purification Sludge Collection, Backwash Recirculation and Disposal Facilities Engineering
 tion of Division Pumping Station Roadway and Site Improvements
 tion of Division Pumping Station House Electrical Service
 tion of Crown Heating Boiler Replacement
 tion of Power Positioner in Parma Control Center
 tion of Southwest Side Maintenance Yards
 & Installation of Hydrants, Valves & Pipe Replacement
 tion of Nottingham Plant Washwater Inlets
 Plant Washwater Pump Replacement
 tion of New Distribution Mains
 & Installation of Remote Outside-Reading Meters
 tion of Nottingham Roofs
 te Perimeter Fence
 tion of Fairmount Pump Station Roof
 tion of Security Facilities—All Locations
 Planning Engineer Report
 take Improvements

PHASE 2

tion of Baldwin Clearwell Joint Seals
 ydraulic Survey Service
 tion of Independence Reservoir
 tion of Nottingham Roadway & Site Improvements
 tion of Highland-Brecksville 3rd High Service Pump Station
 tion of Brecksville Reservoir
 tion of Brecksville Supply Main
 Lakeside Pump Station for Offices
 tion of Division Purification Settling Basin Bracing and Sealing
 tion of Phase 1 of New Division Filter Plant
 and Refining Water Mains
 and Installation of Hydrants, Valves & Pipe Replacement
 tion of New Distribution Mains
 and Installation of Remote Outside Reading Meters
 tion of Security Facilities—All Locations

PHASE 3

tion of Nottingham Sludge Disposal Facilities
 ent of Filter Valves & Controls at Baldwin Water Plant
 tion of Nottingham Plant Coagulation Filtration and Reservoir Modification & Replacement
 tion of Crown Sludge Collection and Disposal Facilities
 tion of Baldwin Sludge Facilities
 tion of Primary Pumping Station Transformer Coolant Containment Dikes

ARTICLE 4. WATER
 4.01 Rates charged to all customers of PURVEYOR shall be subject to the approval of its Council. PURVEYOR shall increase or decrease the rates for any direct service customer in water rates charged by the City of Cleveland to the amount of the increase for any direct service customer in the Low or First High Service District outside the District outside the City of Cleveland. Rates shall be based on a per meter basis. Rate increases for Master Meter Customers located in comparable service districts shall be based on a separate maintenance charge, but not to exceed the amount of the increase for a customer without simultaneously increasing the rates for a Homestead Exemption as presently specified and approved by the Council.

4.02 Rate increases for the following classes of customers shall be as follows:
 Paragraph 4.01 above:

- 1) The rate to be charged to all customers of classes of the Cleveland water system;
 - 2) All rates and charges for unmetered fire supply as provided in the City of Cleveland;
 - 3) All rates and charges for water supplied from a well or other source;
 - 4) All special rates for the use of water under special conditions pursuant to Section No. 535.26 of the Code of the City of Cleveland.
- 4.03 PURVEYOR agrees that no water rate shall be effective until after the Suburban Water Council of Government has reviewed and approved the same.

ARTICLE 5. COVENANT NOT TO SUE ON WATER
 5.01 In consideration of the agreement of PURVEYOR to increase the water rate in accordance with the provisions of Article 4 of this AGREEMENT, MUNICIPALITY agrees that PURVEYOR shall not be liable for any other way a PURVEYOR from setting, charging, and collecting rates necessary to enable PURVEYOR to fulfill its obligations under this AGREEMENT. PURVEYOR shall be the sole and exclusive supplier of water for the term of this AGREEMENT.

ARTICLE 6. OPERATIONAL CONTROL
 6.01 PURVEYOR has the right to regulate and control, in accordance with this AGREEMENT, the operation, engineering, construction, maintenance, and replacement of all water treatment plants, water transmission facilities, and water mains. The City of Cleveland shall be responsible for the operation and maintenance of all water mains, water shall be delivered to any direct

is a governmental entity which purchases water from PURVEYOR

means a council of governments formed pursuant to whose membership is limited to and open to those political sub-

related services or whose inhabitants receive water and/or water

ARTICLE 2. SERVICE DISTRICTS

geographic area in which it supplies water into service districts, Fifth and Third High. It is agreed that the service districts located MUNICIPALITY are as set forth in the Map which is attached hereto reserving the hydraulic integrity of the system, PURVEYOR may permit rate to be applied to any geographic territory located within written notice to MUNICIPALITY from PURVEYOR'S engineer ally made in the grid system.

SECTION 1. OBLIGATION TO FURNISH QUALITY WATER

to the terms of this AGREEMENT, PURVEYOR agrees to con- services to MUNICIPALITY and its inhabitants, including per- and other existing direct service customers. PURVEYOR has the sion of any water mains only when the Commissioner determines, is installation or extension would adversely affect water pressure PURVEYOR'S existing water consumers or in accordance with

OR shall at all times be at least equal to the quality of water that is isomers located within the territorial boundaries of the City of

any fixed volume or pressure of water, the same being subject to water mains and other conditions relating to the operation and rks system. However, MUNICIPALITY shall have a cause of ac- tion arises as the direct result of PURVEYOR'S breach of any essitated by the need to repair breaks in water mains, serious pumping machinery or other emergencies, water may be shut off to furnish water under such circumstances shall in no case render if, as soon as reasonably possible, the Mayor and/or Service or I be notified, so that fire protection precautions may be taken.

to discontinue serving any Direct Service Customer who fails to PURVEYOR any water bill or who violates any of the provi- ances, rules or regulations of PURVEYOR that are applicable to YOR. The same right to discontinue service shall apply to service may be discontinued only if such violation or failure to pay con- dence is given by PURVEYOR of the alleged violation or failure to

Construction of Southeast Side Maintenance Yard
Construction of Crown Plant Railroad Track Extension
Nottingham Electrical, Valve, Piping, Instrument, Control & Heating & Ventilating Engne-

Construction of State-Brecksville Supply Main

Fairmount Pump Station First High Service Pressure Study

Crown Plant Expansion Engineering

Kirtland Intake Crib Renovation

Construction of Oakes/Broadview-Avery Supply Main

Construction of Kirtland Pumping Station Machine Shop Roof

Construction of Fairmount Pumping Station Roadway and Site Improvements

Electric Motors in Secondary Pumping Stations

Installation of Cathodic Protection at Kirtland Raw Water Pump Station

Chemical Feed Facilities for Outlying Areas

Construction of Harvard Yard Truck Wash

Construction of Phase 2 of New Division Filter Plant

Cleaning and Relining Water Mains

Purchase & Installation of Hydrants, Valves & Pipe Replacement

Construction of New Distribution Mains

Purchase and Installation of Remote Outside Reading Meters

System Hydraulic Survey Service

Construction of Security Facilities—All Locations

PHASE 4

New Solon Water Tower

Installation of Ball Valves in Secondary Pumping Stations

Construction of Belvoir-Clearidge Supply Main

Conversion of Fire Protection Mains to Downtown Low Service Use

New Forest Hills Water Tower

Installation of Carbon Slurry Feed System at Crown Plant

Construction of Baldwin Purification Heating Boilers

Construction of Euclid Creek Channel Thru Nottingham Site

Construction of Shepard Reservoir

Construction of Chagrin Reservoir

Construction of Tungsten-Babbitt Supply Main

Construction of Phase 3 New Division Filter Plant

Cleaning and Relining Water Mains

Purchase & Installation of Hydrants, Valves & Pipe Replacement

Construction of New Distribution Mains

Purchase and Installation of Remote Outside Reading Meters

System Hydraulic Survey Service

Construction of Security Facilities—All Locations

WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of October 1931 by and between the City of Cleveland and the MUNICIPALITY OF SPRAGUE acting by authority of Ordinance No. 602888.

WHEREAS, PURVEYOR owns and operates a water supply system in the City of Cleveland, Ohio, under the authority of the Charter and Ordinances of the State of Ohio and the Charter and Ordinances of the City of Cleveland;

WHEREAS, PURVEYOR under authority of the Charter and Ordinances of the City of Cleveland is empowered to sell water to other municipalities;

WHEREAS, PURVEYOR seeks to represent itself and its inhabitants; and

WHEREAS, PURVEYOR has been the sole supplier of water for itself and its inhabitants and is willing to continue to do so;

WHEREAS, PURVEYOR is willing to continue to supply water to the inhabitants of the City of Cleveland, Ohio, on the terms, conditions and covenants hereinafter set forth;

WHEREAS, PURVEYOR and the City of Cleveland, Ohio, have entered into a written agreement for the sale of water to the City of Cleveland, Ohio, on the terms, conditions and covenants hereinafter set forth;

WHEREAS, PURVEYOR and the City of Cleveland, Ohio, have entered into a written agreement for the sale of water to the City of Cleveland, Ohio, on the terms, conditions and covenants hereinafter set forth;

WHEREAS, PURVEYOR and the City of Cleveland, Ohio, have entered into a written agreement for the sale of water to the City of Cleveland, Ohio, on the terms, conditions and covenants hereinafter set forth;

PHASE 5

- Installation of Nottingham Electrical, Valve, Piping, Instrument, Control Heating, Ventilating and Air Conditioning
- Intake Improvements
- Installation of Warrensville-Broadway Supply Main
- Installation of Engle Road Booster Pump Station
- Installation of Cathodic Protection at Division Pump Station
- Installation of New Warrensville 3rd High Service Pump Station
- Installation of Hills Water Tower
- Installation of Refining Water Mains
- Installation and Replacement of Hydrants, Valves & Pipe
- Installation of New Distribution Mains
- Installation and Replacement of Remote Outside Reading Meters
- Hydraulic Survey Service
- Installation of Security Facilities—All Locations

PHASE 6

- Installation of Pump Station Truck Loading Dock
- Installation of Fulton/Denison-Brookpark Supply Main
- Installation of Fulton-Brookpark Supply Main
- Installation of Read & Storage Facilities at Baldwin Water Purification Plant
- Installation of Random Supply Water Mains
- Installation of Filter Plant Site Structure Removal
- Installation of Fairmount Boiler & Coal Storage Building to Administration & General Storage
- Installation of Filter Valves & Controls at Division Water Purification Plant
- Installation of 2nd Pleasant Valley Reservoir
- Installation of 1st Section Crown-Sprague Supply Main
- Installation of Water Plant Clear Well Restoration
- Installation of Ridge Road Supply Main
- Installation of Ford-Alexander Water Tower
- Installation of Water Tower
- Installation of Crown-Shore Shaft Erosion Control
- Installation of Lake Shore-Lakeand Supply Main
- Installation of Brookpark-Deering Supply Main
- Installation of 2nd Section Crown-Sprague Supply Main
- Installation of Plant Addition to Clear Well, Engrg.
- Installation of 2nd Parma Reservoir
- Installation of West 73rd-Denison Standpipe Reservoir
- Installation of 2nd Engle Road Reservoir
- Installation of Engle Road 2nd High Service Pump Station
- Installation of Sprague-Pearl Supply Main
- Installation of Columbia-Sprague 2nd High Service Pump Station
- Installation of Nottingham Plant Addition 24 Million Gallon Clear Well Reservoir
- Installation of Plant Addition to Clear Well, Engrg.
- Installation of Crown Plant Additional 20 Million Gallon Clear Well Reservoir
- Installation of Hydraulic Survey Service

ARTICLE 1. DEFINITIONS

1.01 "Director" means the Director of the Department of Public Utilities of the City of Cleveland.

1.02 "Division of Water" means the Division of Water of the City of Cleveland.

1.03 "Commissioner" means the Commissioner of the Department of Public Utilities of the City of Cleveland.

1.04 "Waterworks Facilities" means all waterworks, pumping facilities, storage facilities, and pumping stations.

1.05 "Water Main" means any pipe, regardless of size, from Lake Erie as part of PURVEYOR'S waterworks system.

1.06 "Trunk Main" means a water main that is between two distribution mains.

1.07 "Distribution Main" means a water main that is between two service mains.

1.08 "Service Connection" means any tap or connection of water from such distribution main to any water consumer.

1.09 "Direct Service Customer" means an owner of premises who receives water and water related services directly from PURVEYOR for such water and water service.

EXHIBIT D

CURTAILMENT OF WATER USE (ORDINANCE TO BE ADOPTED BY MUNICIPALITY)

Upon notice from the City of Cleveland, Division of Water and Heat of the Department of Public Utilities that a shortage of water supply exists which threatens the public health and safety and that the shortage makes it necessary to curtail water use within all or any part of (Municipality), the (Mayor) shall proclaim a water use emergency throughout all or any part of (Municipality).

A water use emergency proclamation shall specify:

- (a) the geographic area affected by the water use emergency;
- (b) the length of time the emergency shall be in effect which time shall not exceed seven (7) days; and
- (c) the degree of water use curtailment.

During a water use emergency, the (Mayor) may order a water use curtailment by prohibiting unnecessary use or consumption of water during all or specified hours of the day and/or may order that specified premises curtail necessary use or consumption of water on specified days only as the (Mayor) shall determine to be necessary.

A proclamation of a water use emergency shall become effective at the time of issuance by the (Mayor). Notice thereof shall be given to a newspaper of general circulation in (Municipality) and shall be reported to a local radio and television station for broadcast.

As used in this section, unnecessary use or consumption means the use or consumption of water for purposes other than personal health, safety, sanitation and bodily consumption. Unnecessary use or consumption" of waters includes but is not limited to sprinkling or watering lawns, other land irrigation, the washing of automobiles, houses or other structures and the use of water for recreational purposes such as the maintenance of swimming pools. The use of water for private construction such as the mixing and curing of concrete, the puddling of backfill in excavations, the moistening of masonry walls preparatory to pointing or sealing, and other similar uses is not an unnecessary use or consumption of water. The use of water to scrub and rinse areas such as hard-surfaced drives, garage floors, patios and similar uses where necessary for the purpose of sanitation and the protection of health is not an unnecessary use and consumption of water.

No person or entity shall during a water use emergency use water in violation of the terms and conditions of the Mayor's water use emergency proclamation.

Whoever violates this ordinance is guilty of a minor misdemeanor and shall be fined not more than one hundred dollars (\$100.00). Whoever violates this ordinance having been previously convicted of a violation of this ordinance is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty (60) days, or both. A separate offense shall be deemed committed each day during or on which a violation or non-compliance occurs or continues.

ORDINANCE 52-1781

(Offered by Mayor Feiber

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A WATER SERVICE CONTRACT WITH THE CITY OF CLEVELAND.

WHEREAS, the Cuyahoga County Court of Common Pleas in Case Nos. 75-943313 and 76-957186 has approved and ordered the City of Cleveland to enter into a new water service agreement with the Village of Richfield in the form set forth in its Journal Entry dated July 1, 1981; now, therefore,

Be It Ordained by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized and directed to enter into a written direct water service agreement with the City of Cleveland, such agreement to be substantially as set forth in the Journal Entry filed in Cuyahoga County Common Pleas Court Case Nos. 75-943313 and 76-957-186, dated July 1, 1981.

Section 2: The form of this agreement now on file in the office of the Director of Public Service is hereby approved.

Section 3: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:

10/6/81

John R. Hill
President of Council

John R. Hill
Mayor

Dated: 10-6-81

Attest:

Mary S. Kugler
Clerk of Court
Council

EXHIBIT B

DUPLICATE
ORIGINAL

WATER SERVICE AGREEMENT

By and Between
THE CITY OF CLEVELAND
And
SUMMIT COUNTY

THIS AGREEMENT is made as of the 17th day of May, 1994, between the City of Cleveland ("City") a municipal corporation of the State of Ohio, through its Director of Public Utilities pursuant to uncodified Ordinance No. 1381-81, and Summit County ("County") acting pursuant to Section 6103.02 of the Ohio Revised Code and by the authority of Resolution No. 93-639, adopted on November 15, 1993, by the Summit County Council.

WHEREAS, the City owns and operates a waterworks system under the management and control of its Division of Water, Department of Public Utilities, pursuant to the Constitution and laws of the State of Ohio and the Charter and ordinances of the City of Cleveland; and

WHEREAS, the City under authority of the Charter of the City of Cleveland and Article XVIII, Section 6, of the Ohio Constitution is empowered to sell and deliver its surplus water to inhabitants and others outside its municipal boundaries; and

WHEREAS, the County seeks to exercise its authority to obtain water and water-related services from the City for the

County and County's inhabitants situated in the portion of Richfield Township which lies within the boundaries of the Service Area depicted in the map attached to the Water Service Agreement for Direct Water Service ("Direct Service Agreement"); and

WHEREAS, the City is willing to provide water and water-related services to the County and its inhabitants on the terms, covenants, and conditions hereinafter set forth;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the City and the County agree as follows:

1. Upon execution of this Agreement, the City and County agree to accept and be bound by the terms, conditions, and responsibilities of the Direct Service Agreement, attached hereto as Exhibit 1, and incorporated into this Agreement as if fully rewritten herein.

2. The City and the County agree that references to the "Purveyor" as used in the Direct Service Agreement shall at all times mean the City of Cleveland. References to "Municipality" in the Direct Service Agreement shall mean Summit County. However, the parties expressly intend that this Water Service Agreement shall apply only to that portion of Richfield Township which lies within the Service Area depicted in the map attached as Exhibit A.

3. The City and the County agree that where the County has no legal authority to act in compliance with its responsibilities under this Direct Service Agreement, the County

shall obtain such compliance from any political subdivision or other agency which has authority to perform the act in question. The County shall by resolution adopt regulations to accomplish the intent of Section 22.03 of the Direct Service Agreement, in a form substantially similar to that of Exhibit C thereto.

4. Notices to the City required to be given under the Direct Service Agreement shall be delivered to the following address:

Director of Public Utilities
City of Cleveland
1201 Lakeside Avenue
Cleveland, Ohio 44114

A copy of any such notice shall be delivered to the following address:

Commissioner
Division of Water
City of Cleveland
1201 Lakeside Avenue
Cleveland, Ohio 44114

Notices to the County required to be given under the Direct Service Agreement shall be delivered to the following address:

Summit County Executive
175 S. Main Street
Akron, Ohio 44308-1314

A copy of any such notice shall be delivered to the following address:

Department of Environmental Services
25 North Main Street
Akron, Ohio 44308-1998

DUPLICATE ORIGINAL

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

In the presence of:

CITY OF CLEVELAND

JH
Laura Trucillo

By: Michael G. Konicek
Michael G. Konicek, Director
Department of Public Utilities
(Signature authorized by
Ordinance No. 1381-81

Karl Brown
Chris Johnson

SUMMIT COUNTY EXECUTIVE
By: Tim Davis
Tim DAVIS
Print Name
COUNTY EXECUTIVE
Title

Approved as to form:

Chris Johnson
Summit County General Counsel

The legal form and correctness of the within instrument is hereby approved.

SHARON SOBOL JORDAN
DIRECTOR OF LAW

By: Lisa A. Mehringer
Lisa A. Mehringer
Assistant Director of Law

Date May 17, 1994

APPROVED BY TOWNSHIP TRUSTEES

Betty Ann Hayes
Charles S. Morris

Robert J. Luther
James Paullett
Paul D. Everett

WATER SERVICE AGREEMENT
FOR DIRECT SERVICE

Between

CITY OF CLEVELAND

And

SUMMIT COUNTY
(on behalf of Richfield Township)

Exhibit 1

WATER SERVICE AGREEMENT
FOR DIRECT SERVICE

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WATER SERVICE AGREEMENT
FOR DIRECT SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the CITY OF CLEVELAND ("PURVEYOR") acting by and through its Mayor by authority of Section 129.16 of the Codified Ordinances of the City of Cleveland and the _____ ("Municipality") acting by authority of Ordinance No. _____, passed on _____, 19__.

WHEREAS, PURVEYOR owns and operates a waterworks system under the management and control of its Division of Water, Department of Public Utilities, pursuant to the Constitution and laws of the State of Ohio and the Charter and ordinances of the City of Cleveland; and

WHEREAS, PURVEYOR under authority of the Charter of the City of Cleveland and Article XVIII, Section 5, of the Ohio Constitution is empowered to sell and deliver its surplus water to inhabitants and others outside its municipal boundaries; and

WHEREAS, MUNICIPALITY seeks to represent itself and its inhabitants to obtain potable water from PURVEYOR for itself and its inhabitants; and

WHEREAS, PURVEYOR has been the sole supplier of water to MUNICIPALITY; and

WHEREAS, MUNICIPALITY will continue to utilize PURVEYOR to provide water to MUNICIPALITY and its inhabitants and is willing to contract with PURVEYOR as the sole and exclusive supplier of water for itself and its inhabitants on the terms, covenants, and conditions hereinafter set forth; and

WHEREAS, PURVEYOR is willing to continue to provide water and water related services to MUNICIPALITY and its inhabitants on the terms, covenants, and conditions hereinafter set forth;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, PURVEYOR AND MUNICIPALITY agree as follows:

ARTICLE 1. DEFINITIONS

- 1.01 "Director" means the Director of the Department of Public Utilities of the City of Cleveland.
- 1.02 "Division of Water" means the Division of Water of the Department of Public Utilities of the City of Cleveland.
- 1.03 "Commissioner" means the Commissioner of the Division of Water of the Department of Public Utilities of the City of Cleveland.
- 1.04 "Waterworks Facilities" means all waterworks facilities including but not limited to water treatment facilities, storage facilities, and pumping stations but excluding water mains.
- 1.05 "Water Main" means any pipe, regardless of size or function, which is used to transport water from Lake Erie as part of PURVEYOR'S waterworks system to any service connection.
- 1.06 "Trunk Main" means a water main that is twenty inches (20") in diameter or larger.
- 1.07 "Distribution Main" means a water main that is less than twenty inches (20") in diameter.
- 1.08 "Service Connection" means any tap or connection to a distribution main to enable the furnishing of water from such distribution main to any water consumer.
- 1.09 "Direct Service Customer" means an owner of premises located outside PURVEYOR'S municipal boundaries who receives water and water related services from PURVEYOR and who is billed by and pays to PURVEYOR directly for such water and water services.
- 1.10 "Master Meter Customer" means a governmental entity which purchases water from PURVEYOR for resale and delivery to water consumers.
- 1.11 "Suburban Water Council of Governments" means a council of governments formed pursuant to Chapter 167 of the Ohio Revised Code whose membership is limited to and open to those political subdivisions who receive water and/or water related services or whose inhabitants receive water and/or water related services from PURVEYOR.
- 1.12 "Service Area" means the entire area designated and outlined on the map attached hereto as Exhibit A.

ARTICLE 2. SERVICE DISTRICTS

2.01 PURVEYOR has divided the geographic area in which it supplies water into service districts. It is agreed that the service districts located within the territorial boundaries of MUNICIPALITY are as set forth in the map which is attached hereto as Exhibit A. Only for the purpose of preserving the hydraulic integrity of the system, PURVEYOR may change the service district and the consequent rate to be applied to any geographic territory located within MUNICIPALITY upon sixty (60) days written notice to MUNICIPALITY from PURVEYOR's engineer describing the engineering changes actually made in the grid system.

ARTICLE 3. OBLIGATION TO FURNISH QUALITY WATER

3.01 In accordance with and subject to the terms of this AGREEMENT, PURVEYOR agrees to continue to furnish water and water related services to MUNICIPALITY and its inhabitants, including persons, commercial businesses, industry, and other existing direct service customers. PURVEYOR has the right to prohibit the installation or extension of any water mains only when the Commissioner determines, on the basis of engineering data, that the installation or extension would adversely affect water pressure and/or water volume being provided to PURVEYOR'S existing water consumers or in accordance with Article 10, Section 10.04(b) hereof.

3.02 The water furnished by PURVEYOR shall at all times be at least equal to the quality of water that is furnished by PURVEYOR to water consumers located within the territorial boundaries of the City of Cleveland.

3.03 PURVEYOR does not guarantee any fixed volume or pressure of water, the same being subject to varying conditions of tuberculation of water mains and other conditions relating to the operation and maintenance of PURVEYOR'S waterworks system. However, MUNICIPALITY shall have a cause of action against PURVEYOR if any such condition arises as the direct result of PURVEYOR'S breach of any term of this AGREEMENT. When necessitated by the need to repair breaks in water mains, serious damage to reservoirs, serious damage to pumping machinery or other emergencies, water may be shut off or curtailed without notice and the failure to furnish water under such circumstances shall in no case render PURVEYOR liable in damages. However, as soon as reasonably possible, the Mayor and/or Service or Safety Director of MUNICIPALITY will be notified, so that fire protection precautions may be taken.

3.04 PURVEYOR shall have the right to discontinue serving any Direct Service Customer who fails to pay in full within the period of time set by PURVEYOR any water bill or who violates any of the provisions of this AGREEMENT or any ordinances, rules or regulations of PURVEYOR that are applicable to the supplying of water to him by PURVEYOR. The same right to discontinue service shall apply to service to MUNICIPALITY except that service may be discontinued only if such violation or failure to pay continues for four (4) months after written notice is given by PURVEYOR of the alleged violation or failure to pay.

ARTICLE 4. WATER RATES

4.01 Rates charged to all customers of PURVEYOR shall be set by the Board of Control of the City of Cleveland subject only to the approval of its Council. PURVEYOR hereby agrees that, for a period of ten (10) years from and after the effective date of this AGREEMENT, the dollar amount of any and all increases in water rates charged by the City of Cleveland to any Direct Service Customer shall not exceed the dollar amount of the increase for any direct service customer within the City of Cleveland by more than 75% in the Low or First High Service District outside the City of Cleveland; by more than 100% in the Second High Service District outside the City of Cleveland; or by more than 130% in the Third High Service District outside the City of Cleveland. Rates shall be calculated on a dollars per mcf (one thousand cubic feet of water) basis. Rate increases for Master Meter Customers shall be 75% of the rate increases for Direct Service Customers located in comparable service districts and 63% of the first rate increase reflecting the elimination of a separate maintenance charge. No increase shall be made in the rate for any customer without simultaneously increasing the rates for all other customers, except that customers entitled to a Homestead Exemption as specified and defined by the Codified Ordinances of the City of Cleveland need not be increased.

4.02 Rate increases for the following classes of customers shall not be limited by the provisions of Paragraph 4.01 above:

- 1) The rate to be charged to all customers or classes of customers who have taken steps toward leaving the Cleveland water system;
- 2) All rates and charges for unmetered fire supply connections pursuant to Section 535.21 of the Codified Ordinances of the City of Cleveland;
- 3) All rates and charges for water supplied from a public fire hydrant set pursuant to Article 17 hereof; and

4) All special rates for the use of water under special circumstances as determined by the Commissioner of Water pursuant to Section 535.26 of the Codified Ordinances of the City of Cleveland.

4.03 PURVEYOR agrees that no water rate shall be changed, instituted or revoked prior to sixty (60) days after the Suburban Water Council of Governments receives written notice of the proposed change, institution or revocation.

ARTICLE 5. SOLE SUPPLY

5.01 MUNICIPALITY agrees that PURVEYOR shall be the sole and exclusive supplier of water to MUNICIPALITY and its inhabitants for the term of this AGREEMENT.

ARTICLE 6. OPERATIONAL CONTROL OF WATERWORKS SYSTEM

6.01 PURVEYOR has the right to regulate and control, in accordance with the terms and conditions of this AGREEMENT, the operation, engineering, construction, expansion, maintenance, repair and use of the entire waterworks system, including all water treatment facilities, water storage facilities, pumping stations, water transmission facilities, and water mains. The Commissioner has the right to determine through which water mains, water shall be delivered to any Direct Service Customer of PURVEYOR.

ARTICLE 7. RIGHT TO USE STREETS, WATER MAINS AND EQUIPMENT

7.01 PURVEYOR shall have the right to use the easements, streets, and other public ways and places of MUNICIPALITY to the extent MUNICIPALITY has such rights, for the purpose of laying, extending, maintaining and repairing water mains and doing such other acts as PURVEYOR shall deem to be necessary for the delivery of water to all of PURVEYOR'S present and potential consumers, whether located inside or outside of the territorial boundaries of MUNICIPALITY.

7.02 PURVEYOR shall have the right to use, extend, tap or connect into any and all water mains and other water transmission facilities, irrespective of whether or not they are owned or controlled by MUNICIPALITY, without any fee or charges by MUNICIPALITY to PURVEYOR for the exercise of such right, provided such water mains and/or water transmission facilities are connected into PURVEYOR'S waterworks system.

7.03 After laying, extending, repairing and maintaining water mains PURVEYOR shall backfill all excavations, and the surface easements and streets shall then be restored to previous condition by MUNICIPALITY at PURVEYOR'S expense, unless otherwise agreed to in writing by MUNICIPALITY and PURVEYOR. PURVEYOR will pay only those costs for surface restoration which PURVEYOR would have incurred using its own materials, labor and equipment.

ARTICLE 8. INSTALLATION AND MAINTENANCE OF WATER FACILITIES

8.01 PURVEYOR shall have the obligation to provide, at its own cost and expense, the planning, engineering, purchasing, construction, installation, and to place in operation, maintain and repair all Waterworks Facilities that PURVEYOR in its sole discretion deems necessary or conducive to the proper and efficient functioning of the waterworks system, unless otherwise provided in this AGREEMENT.

8.02 When, in the opinion of the Commissioner, additional Waterworks Facilities need to be installed within the corporate limits of MUNICIPALITY, MUNICIPALITY shall cooperate with PURVEYOR in the construction or installation of such facilities to the extent such cooperation shall not impose any additional cost to MUNICIPALITY, unless otherwise provided in this AGREEMENT, and PURVEYOR shall provide MUNICIPALITY with due notice as to the location of the proposed Waterworks Facilities. MUNICIPALITY shall not charge PURVEYOR for any permits in connection with such installation, and MUNICIPALITY shall cooperate in providing all permits, easements, rights-of-way, access, traffic control and other rights and privileges necessary to facilitate PURVEYOR'S work. PURVEYOR shall pay for the restoration of areas in which construction is carried on, shall pay for any property taken for such construction, and to the extent allowed by law, hold MUNICIPALITY harmless from all damages or claims for damages to persons or property arising from the performance by PURVEYOR or its agents of any work to install or repair or maintain Waterwork Facilities, unless otherwise provided in this AGREEMENT. MUNICIPALITY reserves the right to require its own inspectors where it deems necessary on work performed within its boundaries. The cost of any such inspections shall be paid by MUNICIPALITY. However, where construction of new, extension or replacement Waterworks Facilities is being carried on at the request of PURVEYOR and not at the request of MUNICIPALITY, and where MUNICIPALITY'S inspection is not routine, then the cost of such inspection shall be paid by PURVEYOR.

ARTICLE 9. INSTALLATION AND MAINTENANCE OF TRUNK MAINS

9.01 PURVEYOR shall have the right to use and shall bear the expense of repairing, maintaining, cleaning and relining all trunk mains located within MUNICIPALITY'S corporate limits. PURVEYOR shall further have the right to use and shall bear the expense of repairing, maintaining, cleaning and relining the water mains identified on Exhibit B, which are defined as distribution mains but have been deemed by PURVEYOR to be functioning as trunk mains. PURVEYOR shall not bear the expense of cleaning and relining any mains not herein expressly identified. A priority shall be established for cleaning and relining those mains listed on Exhibit B based primarily upon the Hazen-Williams "C" Coefficient of the interior of such mains. The mains having the lowest Hazen-Williams "C" Coefficient values, taking into consideration the demand on the system, shall be considered for cleaning and relining at the earliest possible time.

9.02 When, in the opinion of the Commissioner, additional trunk mains or extensions of trunk mains shall be installed to supply MUNICIPALITY or any territory beyond MUNICIPALITY'S corporate limits, such mains or extensions thereof shall be installed, repaired, maintained, cleaned, and relined by PURVEYOR at its expense. PURVEYOR is hereby authorized to install new trunk mains within the corporate limits of MUNICIPALITY after due notice to MUNICIPALITY as to the location of the proposed mains or extensions thereof. MUNICIPALITY shall not charge PURVEYOR for any permits or inspection fees in connection with such installation and MUNICIPALITY shall cooperate in providing all permits, easements, rights-of-way, access, traffic control and other rights and privileges necessary to facilitate PURVEYOR'S work. PURVEYOR shall pay for the restoration of areas in which construction is carried on and shall, to the extent allowed by law, save the MUNICIPALITY harmless from all damages or claims for damages to persons or property arising from the performance by PURVEYOR or its agents of any work to repair, maintain, or install trunk mains.

9.03 When the purpose in performing any of the work referred to in this Article 9 is, in the opinion of the Commissioner, primarily to provide additional water supply to MUNICIPALITY and its inhabitants, and such water is requested by the MUNICIPALITY, and if it is necessary to remove or rearrange the property of any other utility to perform such work, the MUNICIPALITY shall remove or rearrange or cause to be removed or rearranged, at no expense to PURVEYOR, the property of the other utility. If, however, the work performed is, in the opinion of the Commissioner, not primarily to provide additional supply to MUNICIPALITY, or its inhabitants, and the work is not requested

by the MUNICIPALITY, and it is necessary to remove or rearrange the property of other utilities to perform the work, then MUNICIPALITY will not be responsible for rearranging or bearing the cost of rearranging the property of such utility but will in all events cooperate as far as legally possible, without expense to itself, in obtaining the rearrangement or removal of such utilities' property.

ARTICLE 10. INSTALLATION OF DISTRIBUTION MAINS

10.01 PURVEYOR shall not be obligated to provide or install distribution mains or other equipment for the distribution within the geographic boundaries of MUNICIPALITY of water from trunk mains to service connections. With the exception of those water mains specifically identified on Exhibit B, MUNICIPALITY shall bear the expense of cleaning and relining all distribution mains located within MUNICIPALITY'S corporate limits.

10.02 PURVEYOR may install water mains less than twenty inches (20") in diameter within the corporate limits of MUNICIPALITY when, in the opinion of the Commissioner, such installation is suitable and necessary to supply a large segment of PURVEYOR'S service area, whether or not such area is totally or partially within MUNICIPALITY'S corporate limits. Whenever PURVEYOR installs such a main less than twenty inches (20") in diameter within the corporate limits of MUNICIPALITY, and PURVEYOR agrees in writing to bear the cost of installation, then PURVEYOR shall bear the cost of construction, installation, repairing, maintaining, cleaning and relining such main for all time. PURVEYOR shall not be liable for the cost of installation of any such main less than twenty inches (20") in diameter in the absence of such written notice. In the event that PURVEYOR shall install and bear the expense of such main, then PURVEYOR shall have the right to restrict the use of the main so that it would not be permitted to be tapped for service connections or connecting water mains. PURVEYOR shall have the right to allow service connections to be tapped to such main, and shall have the right to condition such permission on the payment of a tap-in charge presenting a fair proportion of PURVEYOR'S cost of installation of such main. Such tap-in charges shall be in addition to established connection charges and in lieu of any other assessment. Where a permit is issued for the connection of a fire hydrant, the entire cost of such fire hydrant installation to such main installed by PURVEYOR shall be paid in advance to PURVEYOR by MUNICIPALITY or the party requesting such installation. No tap-in charge shall be assessed by PURVEYOR for the privilege of connecting a distribution main to any water main constructed under the provisions of this paragraph 10.02.

10.03 No main less than twenty inches (20") in diameter, which primarily functions as a trunk main, that is, primarily furnishing water to other distribution mains and not to service connections, shall be installed at the cost of MUNICIPALITY without MUNICIPALITY'S consent in writing.

10.04 No distribution main or fire hydrant shall be constructed and connected to the waterworks system unless the following requirements have been satisfied:

(a) Prior to construction of the main, preliminary plans shall be furnished to the Commissioner in duplicate which shall show:

(1) the street and other public ways and places in which such distribution main is to be installed, with the location of all monuments or stakes necessary to establish the centerline of such streets or other public ways;

(2) the present surface of the street;

(3) the established grade of the street, (including cases where the grade is established, but the street or public way has not been graded in accordance with the established grade);

(4) the proposed size and location of all mains, pipes, valves, hydrants and other appurtenances and the location of existing or proposed sanitary sewers. PURVEYOR may request modification to said plans and final plans shall be drafted and submitted incorporating all modifications required by Commissioner. Eight copies of the final plans shall be furnished to Commissioner in accordance with the provisions of this AGREEMENT. Upon approval of final plans, installation of the main may commence. Six copies of the final plans will be retained by the Commissioner in the files of the Division of Water. Two copies of the plans shall be returned to MUNICIPALITY, one of which shall be retained in the files of the MUNICIPALITY.

(b) PURVEYOR shall have the right to refuse to approve the construction of a new water main or the extension of an existing water main and the right to refuse connection of a new water main or service connection to the existing water system in any area where sanitary sewers and sewage treatment facilities, or plans for such facilities, have not been approved by the local sewer authority and MUNICIPALITY or in any area where the Ohio Environmental Protection Agency has imposed a tap-in ban prohibiting additional connections to the existing sewer system serviced by the local sewer authority. In the event that

PURVEYOR has approved construction of a water main on the basis of plans for sewer facilities, then PURVEYOR may refuse to approve connection of such water main until the sewer facilities have been constructed.

(c) When distribution mains are to be installed in a street dedicated by the owner to the public and properly recorded, but not accepted by the MUNICIPALITY, said distribution main may not be constructed until the owner shall grant and record an easement for the full length and width of such street to MUNICIPALITY and PURVEYOR, providing for the installation of water mains, service connections and appurtenances and their maintenance pending acceptance of the street by MUNICIPALITY.

(d) All mains, pipes and fittings shall comply with standard Department of Public Utilities specifications, as same shall be modified from time to time by the Commissioner. All valves, valve boxes, hydrants, and service connections with their fittings such as corporation cocks, stop cocks, and stop cock boxes and the like, shall be of the same pattern and type and of the same quality of material and shall operate in substantially the same manner as those used by PURVEYOR within its corporate limits with the exception of the hydrant threads, which shall be standard threads if so desired by MUNICIPALITY. All construction, including backfill, shall be that required by PURVEYOR. No better type or quality of materials and construction shall be required by PURVEYOR in MUNICIPALITY than is required of PURVEYOR.

(e) The Commissioner shall have the right to determine the size of all mains, pipes, and service connections used for the supply of water hereunder; the same shall conform to the requirements established by PURVEYOR within its own corporate limits under similar circumstances.

(f) All mains twelve inches (12") or less in diameter and all service connections, shall be laid not less than six feet (6') below the established grade of the street or other public way measured down to the top of mains or service connections. Mains sixteen inches (16") in diameter shall be laid not less than five feet (5') below the established grade.

**ARTICLE 11. CONNECTION OF NEW DISTRIBUTION MAINS:
INSPECTION AND TESTING**

11.01 PURVEYOR shall not be obligated to supply water service to any new distribution water main or any new service connection unless and until all of the following provisions have been complied with:

(a) Before the installation of any main may proceed, MUNICIPALITY shall cause a professional engineer to set the required line and grade stakes so that the main and appurtenances are placed in the proper location and at the correct elevation. The cost of such services shall be borne by MUNICIPALITY or other interested party.

(b) Parties seeking to install a new main shall notify Commissioner of the intention to begin work on the installation of any water main at least three days prior to such starting date. PURVEYOR shall have the right to inspect and test any and all materials used or to be used in the construction and installation of any part of the water supply and distribution system within the corporate limits of MUNICIPALITY. The times and method of inspection and testing shall be determined by the Commissioner. MUNICIPALITY shall grant PURVEYOR access to all streets, public ways, all parts of the water system and all other places where materials are located, or to areas work is to be performed, and MUNICIPALITY shall cooperate with any inspection and testing performed by PURVEYOR.

(c) All water mains shall be disinfected and chlorinated by PURVEYOR at the expense of the party installing the main. The party installing the main shall give Commissioner reasonable notice as to when the mains are ready for such work. The process of disinfection and chlorination, and the rate of application shall be determined by the Commissioner.

(d) All water mains shall be tested with hydraulic pressure by MUNICIPALITY or other interested party at its expense under procedures for hydrostatic testing and the pressure to be applied to be determined by the Commissioner. MUNICIPALITY shall cause to be prepared and delivered to PURVEYOR record prints prior to final testing of the main.

11.02 Any work of inspection and testing performed by PURVEYOR pursuant to Section 11.01(b) above shall be at the expense of PURVEYOR provided, however, that if such expense in the MUNICIPALITY shall become greater than the average expense for such services on behalf of other municipal users of the water system during a comparable period, then in that event, PURVEYOR shall have the right to charge the party requesting such services for all or a portion of the excess cost that is greater than the average cost in other municipalities. Such excess costs shall be paid within thirty (30) days from the date of PURVEYOR'S bill for such services. All work of inspection and testing performed by MUNICIPALITY shall be at the expense of the MUNICIPALITY.

ARTICLE 12. MAINTENANCE OF DISTRIBUTION MAINS

12.01 PURVEYOR shall be responsible for and shall bear the expense of the repair and maintenance of all distribution mains and appurtenances, except as otherwise provided herein. The cost of said repair and maintenance will be included as a part of the water rate on a system wide basis.

ARTICLE 13. DAMAGE TO SYSTEM AND RELEASE OF LIABILITY

13.01 MUNICIPALITY agrees to make no claim against PURVEYOR on account of any break or leak in any water main, or fire hydrant in any public street, highway or easement which claim arises before PURVEYOR has notice of such leak and before PURVEYOR has had a reasonable period of time to act after such notice is received to cure any such condition.

13.02 MUNICIPALITY shall bear the cost of repairing water mains and service connections that may be damaged due to being embedded wholly or partly within a sewer, manhole or catch basin. MUNICIPALITY shall save PURVEYOR harmless from any claim for damages caused by a break in any water main, pipe or service connection that results from the water main, pipe or service connection being embedded wholly or partly within a sewer, manhole or catch basin in violation of regulations of any environmental protection agency.

13.03 Repair and maintenance of new valve boxes, hydrants, service connections and their appurtenances installed by a contractor shall be the obligation of MUNICIPALITY for a period of two years after completion, unless the contract for such installation provides for such maintenance to be furnished by the contractor or some other party.

13.04 If any contractor employed by MUNICIPALITY damages any water mains or other water plant facilities which are the property of PURVEYOR, MUNICIPALITY shall be responsible for the repair of said facilities or pay PURVEYOR for such damage, upon receipt of bill.

**ARTICLE 14. MAINTENANCE OF DISTRIBUTION SYSTEM
BY MUNICIPALITY**

14.01 In the event that MUNICIPALITY desires to undertake the repair and maintenance of all or any part of the distribution system located within its geographic territory, MUNICIPALITY and PURVEYOR may, by mutual agreement, enter into a written agreement supplemental to this AGREEMENT modifying and amending

this AGREEMENT with respect to the duties, responsibilities and liabilities related to such maintenance and repair work. Nothing in this AGREEMENT shall prohibit MUNICIPALITY from becoming a Master Meter Community if MUNICIPALITY and PURVEYOR can reach mutually agreeable terms and conditions for such change in status.

ARTICLE 15. SERVICE CONNECTIONS

15.01 No service connection or meter vault may be constructed or connected to the waterworks system until a permit for such construction or connection has been obtained from PURVEYOR.

15.02 Before a permit for a service connection is issued by PURVEYOR, the applicant requesting same shall: (1) submit a plan with the location and desired size of the proposed connection and submit all other information requested by PURVEYOR on PURVEYOR'S application form; (2) make satisfactory arrangements with MUNICIPALITY for any necessary openings in the street or public highway, excavating trenches, disposal of excavating material, backfilling trenches, placing temporary wearing surface, maintenance of surface in advance of permanent replacement of roadway, sidewalks, or driveways, including the erection and maintenance of lights, signs and barricades without expense to PURVEYOR; and (3) submit a release relieving PURVEYOR of all responsibility and liability that may arise from the performance of any work by applicant or his contractor or from any damages which occur due to improperly installed service connections.

15.03 Only distribution mains within the corporate limits of MUNICIPALITY shall be tapped for the purpose of making service connections for the general supply of water to any premises within the corporate limits of MUNICIPALITY.

15.04 A service connection to a water main shall be permitted only if the water main extends across the full length of frontage of the premises to receive water service from the service connection. Service connections shall be permitted only to premises which abut a street in which a distribution main is situated or where an easement for water supply purposes extends from the premises to a street in which a distribution main is located.

15.05 A single service connection shall supply no more than one building. In multi-unit buildings, such as are located in shopping centers, or such other structures where units within that structure may be sold individually, the Commissioner shall

determine the number of service connections necessary to adequately provide service to the building.

15.06 All service connections to any main located in a street or other public way or place shall be installed by PURVEYOR at the expense of the party ordering the service. The service line shall be installed by PURVEYOR up to a point approximately two feet (2') back of the curb line or edge of pavement. Such installations shall include all stop cocks and valves. The extension of a service connection from the stop cock box or valve at or near the curb pipe shall be installed by and at the expense of the Direct Service Customer. The service pipe and connections shall be of a type approved by the Commissioner. The pipe and connection must be left uncovered in the trench or at all points where fittings are located to afford PURVEYOR an opportunity to test and inspect at PURVEYOR'S expense. The water shall not be turned on until the pipe and connections have been inspected and approved by PURVEYOR.

15.07 MUNICIPALITY shall provide PURVEYOR with all building permits issued for each month and a list of occupancy permits or equivalent documents issued by MUNICIPALITY within ten (10) days of issuance. MUNICIPALITY agrees that its officers vested with authority to issue building permits will, before issuing any permit for construction work which will require the use of water, first require the applicant to furnish a certificate secured from PURVEYOR stating that the rules and regulations of the Division of Water have been complied with, and that arrangements have been made with the Division of Water for use of water and for payment of all water used.

ARTICLE 16. METERS

16.01 Water meters and remote registers shall be installed on all service connections established within the service area of MUNICIPALITY in such locations as the Commissioner shall determine. Water meters and remote registers shall be supplied by PURVEYOR and shall remain the property of PURVEYOR. The cost of the water meters and remote registers and the cost of their installation shall be paid for by the Direct Service Customer.

16.02 Meters shall be set in a vault within the dedicated right-of-way when required by the Commissioner. When vaults are required, they shall be furnished and installed by the Direct Service Customer and approved by the Commissioner, all in strict conformity with the rules and regulations of the Division of Water.

16.03 Water meters and remote registers on existing service connections that were not originally supplied by PURVEYOR to the water consumer, and did not meet the specifications of PURVEYOR at the time of installation and do not accurately register the consumption of water, shall be repaired and/or replaced by PURVEYOR at the expense of the Direct Service Customer. All water meters and/or remote registers which must be replaced and/or repaired as the result of theft or damage from causes other than normal wear and tear shall be repaired and/or replaced by PURVEYOR at the expense of the Direct Service Customer. Notwithstanding anything to the contrary in this paragraph, a water meter and/or remote register supplied by PURVEYOR which must be repaired or replaced as a result of defects in material or workmanship, or normal wear and tear, shall be repaired and/or replaced at PURVEYOR's expense.

16.04 In cases where, with the consent of PURVEYOR, the Direct Service Customer is the owner of a reregistering meter, maintenance and repairs on said meter shall be made by PURVEYOR at the expense of the Direct Service Customer on the basis of the cost of material and labor plus twenty-five (25%) of the cost of materials and labor to compensate PURVEYOR for supervision and overhead expenses.

16.05 If any water meter shall fail to register correctly within the limitations established in the ordinances and rules and regulations of PURVEYOR applicable thereto, the Direct Service Customer shall be charged for water usage based on the consumer's average daily rate of consumption. The consumer's average daily rate of consumption shall be estimated by Commissioner based upon water usage registered under similar conditions when the meter was in working order. PURVEYOR shall use the same criteria in estimating consumption of Direct Service Customers as customers within the City of Cleveland.

ARTICLE 17. FIRE HYDRANTS

17.01 MUNICIPALITY shall not use nor permit the use of water from fire hydrants, valves or other openings within the corporate limits of MUNICIPALITY unless the use of such water is metered or is in conformance with the provisions of this Article 17.

17.02 MUNICIPALITY has the right to connect fire hydrants to PURVEYOR'S water supply system and to make use of all water required by MUNICIPALITY for the extinguishment of fires, the flushing of fire hydrants, streets and sewers and for such other use as is specifically authorized by Commissioner. For this right, MUNICIPALITY shall pay an annual fee in advance at such

rates, in such manner, and at such times as shall be provided in applicable ordinances or rules and regulations of PURVEYOR existing at the time this AGREEMENT is executed or as amended in the future. The rate charged for the use of water from a fire hydrant shall be calculated to cover only PURVEYOR's actual cost of estimated water losses for uses other than extinguishment of fires, but in no event shall said rate exceed the rate authorized to be charged to a Direct Service Customer located in the same service district. MUNICIPALITY shall maintain records of its use of water from fire hydrants for the purpose of establishing charges for such use. Except as otherwise provided in this Article 17, there shall be no unaccounted for or other free use of water by MUNICIPALITY.

17.03 No water shall be taken from any fire hydrant for construction or any other purpose except as provided in Paragraph 17.02 without first obtaining a permit for said use from the Commissioner. The issuance of such permit shall be conditioned upon compliance with rules and regulations issued by PURVEYOR, including but not limited to, prepayment for water which said applicant may reasonably be expected to use, at rates not higher than the rates in effect for the service district in which the fire hydrant is located. The Commissioner shall have the power to revoke any permit issued in order to protect PURVEYOR against waste of water or for any other reasonable purpose.

17.04 MUNICIPALITY shall be responsible for and, except as otherwise provided herein, shall bear the expense of installation of, periodic inspections of and maintenance and/or repair of all fire hydrants located within its corporate limits. MUNICIPALITY may repair or replace fire hydrants that are not functioning properly. If any such repair or replacement is required as the result of normal wear and tear, then MUNICIPALITY may bill PURVEYOR for the reasonable cost thereof upon submission to PURVEYOR of documentation of the work done and the actual cost thereof. PURVEYOR reserves the right to reject any bill for costs which PURVEYOR deems to be unreasonable.

ARTICLE 18. CHANGE IN GRADE OF STREETS

18.01 Where the established grade of any street or public way under which trunk mains, mains, pipes, or service connections are installed is to be altered or re-established at more than one foot (1') below the grade used for the installations, then MUNICIPALITY shall lower or shall cause to be lowered the trunk mains, mains, pipes, or service connections to the depth required in Paragraph 10.04(f), at no cost to PURVEYOR.

18.02 Where the established grade of any street or public way under which trunk mains, mains, pipes, or service connections are installed is to be altered or re-established at more than two feet (2') above the grade used for such installation, MUNICIPALITY shall replace or shall cause to be replaced such trunk mains, mains, pipes or service connections to the depth required in Paragraph 10.04(f), at no cost to PURVEYOR.

18.03 Where relocation or re-establishment of grade is made of any street or public way by MUNICIPALITY, or with its consent or approval, which relocation or re-establishment of the street or public way causes all or part of existing trunk mains, mains, hydrants, service connections or meter vaults to be located outside of the relocated street or public way, then MUNICIPALITY shall cause such trunk mains, mains, hydrants, service connections or meter vaults to be relocated within the limits of the relocated street or public way at no cost to PURVEYOR or shall cause an easement to be granted to PURVEYOR and MUNICIPALITY covering the property within which such trunk mains, mains, hydrants, service connections or meter vaults are located for the purposes of using, installing, repairing and maintaining such facilities.

ARTICLE 19. VACATION OF STREETS

19.01 Where any dedicated or proposed street, wholly or partly improved with water facilities, is to be vacated in a MUNICIPALITY, the MUNICIPALITY or the owner of the street shall file a notice of such proposed vacation with PURVEYOR before the effective date of the vacation.

19.02 Within thirty (30) days of the receipt of the notice provided for in Paragraph 19.01, PURVEYOR shall notify MUNICIPALITY in writing of any relocation or alteration in water facilities required by the street vacation. Such relocation or alteration shall not be required if the existing water facilities are located within an easement to the MUNICIPALITY and PURVEYOR in a form satisfactory to the PURVEYOR.

19.03 Any relocation or alteration of water mains, service connections, fire hydrants, valves, curb cocks, meters, or meter vaults or other water facilities in any street or public way necessitated by a street vacation, shall be at the expense of MUNICIPALITY, or the benefitting party. Should MUNICIPALITY, or the benefitting party, be unwilling or unable to make the relocation or alteration required, then PURVEYOR may proceed with the relocation or alterations and be reimbursed as hereinafter provided. MUNICIPALITY or the party benefitting from the street vacation shall be billed for the total cost of

such relocation or alteration and shall have two months from the date of receipt to pay PURVEYOR the total amount of the bill. If the total amount due and owing is not paid within the two month period, permission for any additional extensions of water mains or any additional service connections within MUNICIPALITY'S corporate limits may be withheld until the amount is paid in full.

ARTICLE 20. CAPITAL IMPROVEMENT PROGRAM

20.01 If the PURVEYOR determines that capital improvements are necessary or desirable for the efficient operation and expansion of the water system as a whole, and PURVEYOR desires to locate such capital improvements within MUNICIPALITY'S corporate limits or if the construction or completion thereof can be affected in any way by any act or failure to act by MUNICIPALITY, then MUNICIPALITY will cooperate with PURVEYOR to facilitate such construction and in the acquisition by PURVEYOR of land for such construction, provided such action does not require MUNICIPALITY to incur any expense.

ARTICLE 21. ANNUAL REPORTS

21.01 MUNICIPALITY shall furnish to PURVEYOR, within thirty (30) days after a written request from PURVEYOR, the location and size of all water pipes, valves, service connections and fire hydrants laid or placed within the corporate limits of MUNICIPALITY during the preceding year. PURVEYOR may request such information for periods of time longer than the preceding year if available, and MUNICIPALITY shall be required to furnish such information within a reasonable period of time. Within ninety (90) days from the date of a request by PURVEYOR, MUNICIPALITY shall furnish to PURVEYOR, MUNICIPALITY'S best estimate of its requirements for expansion and future needs for water service for the next five (5) years.

ARTICLE 22. CURTAILMENT OF WATER SERVICE

22.01 When emergency conditions necessitate the temporary curtailment of water usage to insure that all water consumers will have adequate volume and pressure of water for essential health and safety purposes, PURVEYOR may order a temporary curtailment of water supply in all or any part of the geographic territory within MUNICIPALITY'S boundaries.

22.02 Upon telephone communication, public media announcement or other actual notice of an order to the Mayor or City Manager

and/or the Safety or Service Director for temporary curtailment of water service, MUNICIPALITY agrees to take every reasonable and appropriate action to curtail the use of water by its inhabitants and users throughout the geographic territory affected by the order by enforcement of the ordinance referred to in Paragraph 22.03.

22.03 Within sixty (60) days after the execution of this AGREEMENT, MUNICIPALITY agrees to adopt legislation substantially in the form provided in Exhibit C and agrees to enforce its provisions in good faith. PURVEYOR shall have the right to inspect copies of any and all ordinances, rules and regulations, police citations, reports and inspection memoranda regarding enforcement by MUNICIPALITY of PURVEYOR'S order to curtail use of water.

22.04 Failure of MUNICIPALITY to make a good faith effort to enforce a curtailment order against an inhabitant of MUNICIPALITY after PURVEYOR has provided hand delivered written notice to MUNICIPALITY of the identity of an inhabitant who is in violation of the order, shall subject MUNICIPALITY to a penalty in the amount of Five Hundred Dollars (\$500.00) per day for each day MUNICIPALITY fails to make a good faith effort to enforce the curtailment order against said inhabitant. Before assessing the penalty authorized by this Paragraph, PURVEYOR shall provide the highest ranking official of MUNICIPALITY with hand delivered written notice of PURVEYOR'S intent to assess the penalty and of the reason for the proposed penalty. MUNICIPALITY shall have the opportunity to remedy and remove the penalty by making good faith effort to enforce the curtailment order against the violating inhabitant within six (6) hours. If, within the six (6) hour time period, MUNICIPALITY has taken appropriate action, PURVEYOR shall waive any penalty.

22.05 Permission for any additional water mains, extension of water mains or any additional service connections within MUNICIPALITY'S corporate limits shall be denied until any unpaid penalties assessed in accordance with this Article 22 have been paid.

22.06 A curtailment order under this Article 22 shall automatically expire seven (7) days after it is instituted unless renewed prior to that time by PURVEYOR and PURVEYOR notifies MUNICIPALITY of the renewal.

22.07 MUNICIPALITY hereby agrees that the penalties provided for herein are necessary to allow PURVEYOR to preserve the hydraulic integrity of the water supply system and are not excessive.

ARTICLE 23. TERM OF AGREEMENT

23.01 The term of this AGREEMENT shall be for a minimum period of ten (10) years commencing on the first day after execution of this AGREEMENT by PURVEYOR, and shall automatically continue in effect from year to year thereafter. This AGREEMENT may be cancelled by either party hereto by giving written notice to the other party at least five (5) years prior to the effective date of termination, provided that no such notice may be given until five (5) years after the date upon which this AGREEMENT is executed by PURVEYOR. Any notice of cancellation shall be by certified mail, return receipt requested, addressed to the Director in case of PURVEYOR or the highest ranking official in case of MUNICIPALITY. In the event of termination of this AGREEMENT, following notice of cancellation by either party, the Director or his designated representative shall have sole control over the terms and conditions of the operation of the water system within MUNICIPALITY'S service area, so long as water is being supplied by PURVEYOR to said service area.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.01 MUNICIPALITY and PURVEYOR expressly agree that the terms, covenants and conditions made in this AGREEMENT shall bind its respective council, officers, mayors and officials for the term of this AGREEMENT and they have authority to execute this AGREEMENT.

24.02 If any governmental unit, department, division, body or office referred to in this AGREEMENT shall cease to exist or shall cease to retain any part of its powers and duties, material to the performance of this AGREEMENT which are vested in them at the time of the execution of this AGREEMENT, then all references to them shall be deemed to include whatever governmental units, department, division, body or office shall then succeed to or have the powers and duties material to performance of this AGREEMENT without regard to title or formal designation.

24.03 PURVEYOR and MUNICIPALITY agree that in performing the rights, duties and obligations under this AGREEMENT, they must at all times act in good faith.

24.04 MUNICIPALITY agrees that all ordinances, rules and regulations of PURVEYOR now or hereafter applicable to the operation, management and control of PURVEYOR'S water system shall be included in this AGREEMENT for all purposes, provided the ordinances, rules and regulations are not in conflict with provisions of this AGREEMENT. If any such ordinances, rules or

regulations are in conflict with provisions of this AGREEMENT, the provision of this AGREEMENT shall apply.

24.05 Whenever under the terms of this AGREEMENT, PURVEYOR is required to bear any expense or fund any improvement to the water system, MUNICIPALITY agrees the cost of said expense or funding shall be recovered from revenues of the Division of Water and not from PURVEYOR'S General Fund.

ARTICLE 25. TERMINATION OF ALL PRIOR AGREEMENTS

25.01 All prior water service agreements, supplemental water service agreements and conditions of water service between PURVEYOR and MUNICIPALITY, verbal or written, are hereby terminated.

25.02 MUNICIPALITY and PURVEYOR release each other of any and all claims arising under or in connection with any previous water service agreements between them.

ARTICLE 26. MODIFICATIONS; UNDERSTANDINGS; LEGALITY

26.01 No covenant, agreement or condition of this AGREEMENT shall be waived, altered, or modified except by a written instrument executed by the party against whom enforcement of such waiver, alteration or modification is sought. No waiver of any covenant, term or condition of this AGREEMENT shall affect any other covenant, term or condition of this AGREEMENT.

26.02 This AGREEMENT contains all the promises, agreements, conditions, inducements and understandings between MUNICIPALITY and PURVEYOR, and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, other than as set forth in this AGREEMENT.

26.03 In the event any term or provision of this AGREEMENT shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this AGREEMENT shall be interpreted and construed as if such term or provision, to the extent the same have been held to be invalid, illegal or unenforceable, had never been contained herein.

ARTICLE 27. NOTICES

27.01 Notice of cancellation of this AGREEMENT shall be delivered by certified mail. All other notices required to be given under this AGREEMENT shall be delivered by regular mail.

27.02 Notice to PURVEYOR required to be given under this AGREEMENT shall be delivered to the following address: DIRECTOR OF PUBLIC UTILITIES, CITY OF CLEVELAND, 1201 LAKESIDE AVENUE, CLEVELAND, OH 44114.

A copy of any such notice shall be delivered to the following address:

Commissioner
Division of Water
City of Cleveland
1201 Lakeside Avenue
Cleveland, OH 44114

27.03 Notices to MUNICIPALITY required to be given under this AGREEMENT shall be delivered to the following address:

Summit County Executive
175 S. Main Street
Akron, Ohio 44308-1314

A copy of any such notice shall be delivered to the following address:

Department of Environment
25 North Main Street
Akron, Ohio 44308-1998

EXHIBIT A

A map of the service area and service districts located within the territorial boundaries of MUNICIPALITY will be attached.

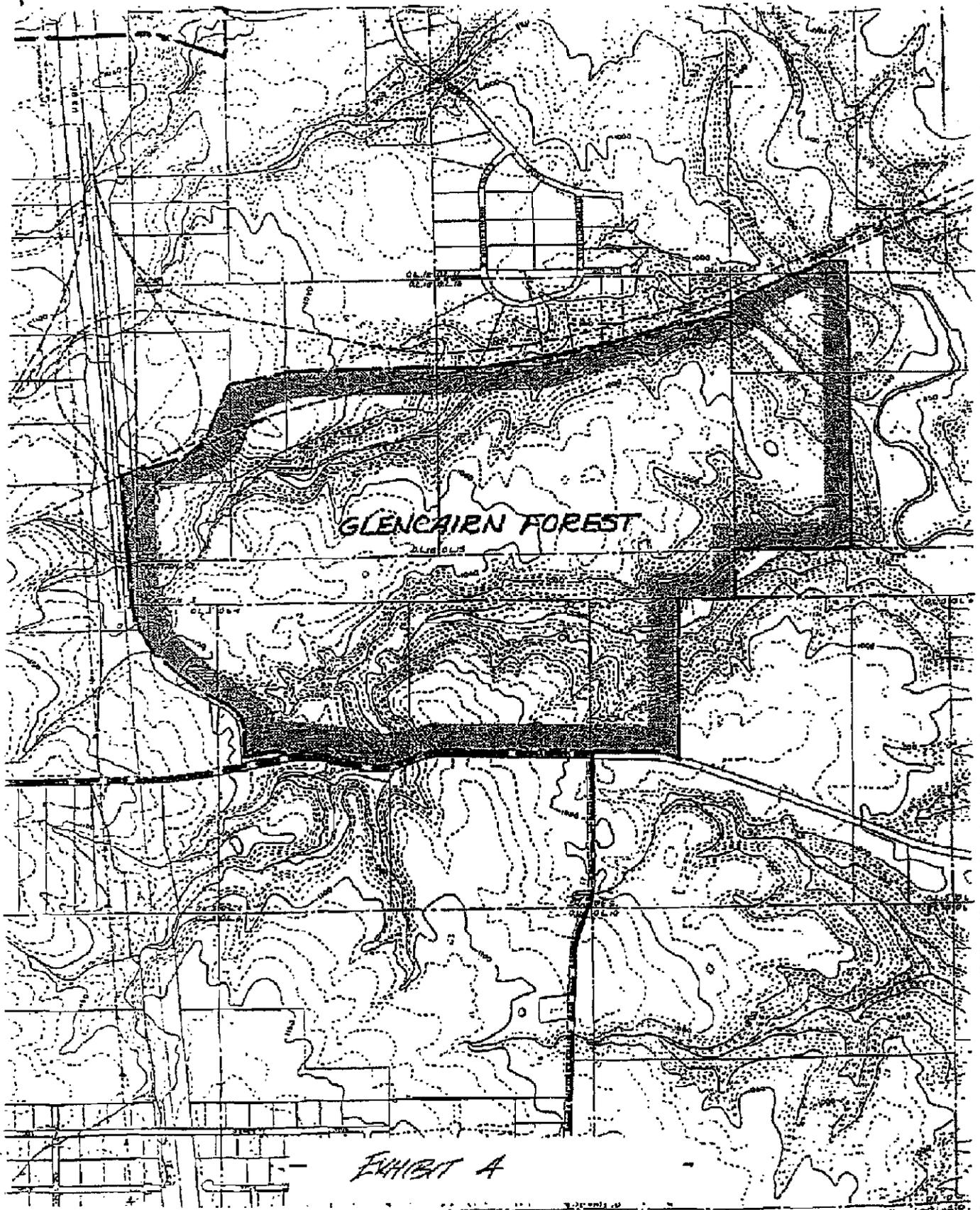


EXHIBIT A

EXHIBIT B

PURVEYOR shall bear the expense of cleaning and relining only the following distribution mains:

Name of Street or Road	From:	To:
Grantwood Road/ Broadview Road/ East Ridgewood Drive/ Crossview Road/ Chestnut Road	State Road	Brecksville Road
Pleasant Valley Road	Hoertz Road	District Line at I-77
Broadview Road	Skyview Drive	Sprague Road
Ridge Road	North of Sprague Road	South of Ohio Turnpike
State Road	Pleasant Valley Road	Boston Road
Wallings Road	Ridge Road	Broadview Road
Pearl Road	Lueda Avenue	Bagley Road
West 130th Street	Snow Road	Drake Road
York Road	Pearl Road	Akins Road
Center Ridge Road	Wooster Road	Clague Road
Hilliard Road/ Boulevard	Wooster Road	Clague Road
Wagar Road/ West 210th Street	Westway Drive	Westwood Avenue
Columbia Road	Hilliard Blvd.	Sprague Road
Rockside Road/ Broadview Road	Brecksville Rd.	Brookpark Road
Aurora Road/ South Miles/ Bainbridge Road	Northfield Road	County Line

Dover Center Road	South of Detroit Road	Mill Road
Lake Shore Boulevard	Nottingham Road	East 250th Street
S.O.M. Center Road	South Woodland Road	U.S. Route 422
Bradley Road	Detroit Road	Lorain County Line
Chardon Road	Richmond Heights West Corporation Line	Worrell Road
West Lake Road	Detroit Road	Lorain County Line
Snow Road	West 130th Street	Broadview Road
S.O.M. Center Road	Willoughby Hills North Corporation Line	Mayfield Village South Corporation Line
Bishop Road	Eddy Road	Wilson Mills Road
Mayfield Road	Mayfield Heights West Corporation Line	Cardinal Line
S.O.M. Center Road	Mayfield Heights North Corporation Line	Deadend South of Fairmount Blvd.
Bradley Road	Westlake Road	Detroit Road
Dover Center Road	Westlake Road	Detroit Road
Royalton Road	Pearl Road	District Line West of Bennett Road
Green Road	Baintree Road	Chagrin Boulevard
Wallings Road	Broadview Road	District Line at Pershing Drive
Royalton Road	District Line, West of Bennett Road	District Line at I-77
Lorain Road	West 208th Street	Clague Road

Warrensville
Center Road

Mayfield Road

South Euclid
South Corporation
Line

Cedar Glen
(Cedar Hill)

Murray Hill

Euclid Heights
Boulevard

EXHIBIT C
CURTAILMENT OF WATER USE
(ORDINANCE TO BE ADOPTED BY MUNICIPALITY)

Upon notice from the City of Cleveland, Division of Water of the Department of Public Utilities that a shortage of water supply exists which threatens the public health and safety and that the shortage makes it necessary to curtail water use within all or any part of (Municipality), the (Mayor) shall proclaim a water use emergency throughout all or any part of (Municipality).

A water use emergency proclamation shall specify:

- (a) the geographic area affected by the water use emergency;
- (b) the length of time the emergency shall be in effect which time shall not exceed seven (7) days; and
- (c) the degree of water use curtailment.

During a water use emergency, the (Mayor) may order a water use curtailment by prohibiting unnecessary use or consumption of water during all or specified hours of the day and/or may order that specified premises curtail necessary use or consumption of water on specified days only as the (Mayor) shall determine to be necessary.

A proclamation of a water use emergency shall become effective at the time of issuance by the (Mayor). Notice thereof shall be given to a newspaper of general circulation in (Municipality) and shall be reported to a local radio and television station for broadcast.

As used in this section, unnecessary use or consumption means the use or consumption of water for purposes other than personal health, safety, sanitation and bodily consumption. "Unnecessary use or consumption" of waters includes but is not limited to sprinkling or watering lawns, other land irrigation, the washing of automobiles, houses or other structures and the use of water for recreational purposes such as the maintenance of swimming pools. The use of water for private construction such as the mixing and curing of concrete, the puddling of backfill in excavations, the moistening of masonry walls preparatory to pointing or sealing, and other similar uses is not an unnecessary use or consumption of water. The use of water to scrub and rinse areas such as hard-surface drives,

J. Untero
B. Hollie
P. Merchant
E. Shondel
J. Doepker
F. Diamond
D. Leonard
D. Thomas
L. Davis
K. Kinzel
M. Moses
C. Hudson
M. File

DISTRIBUTION

Executive-4 File
Auditor
Prosecutor
Richfield Twp.
Environmental Services
Engineer
Planning
Tax Map
Recorder

RESOLUTION NO. 93-639

SPONSOR Mr. Davis

DATE November 15, 1993

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE CITY OF CLEVELAND TO PROVIDE WATER SERVICE TO A PORTION OF RICHFIELD TOWNSHIP, AND DECLARING AN EMERGENCY.

WHEREAS, Cleveland City officials have determined that a water service agreement between the City of Cleveland and the County of Summit is necessary in order for Cleveland to service a portion of Richfield Township; and,

WHEREAS, there is already a Cleveland water line on Bracks-ville and Wheatley Roads serving the Richfield Township area; and,

WHEREAS, the County of Summit has a desire to have a portion of Richfield Township served by Cleveland water; and,

WHEREAS, it is necessary to enter into a new agreement with the City of Cleveland to provide water service for these areas;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive be and hereby is authorized to enter into an agreement with the City of Cleveland to provide water service to a portion of Richfield Township.

SECTION 2

The area where water service will be extended in Richfield Township is described in the map attached hereto and marked as Exhibit A.

SECTION 3

There will be no cost to Summit County for the extension of this new water service in Richfield Township.

SECTION 4

This resolution is hereby declared an emergency to provide water service to a portion of Richfield Township in the interest of the health, safety, and welfare of the citizens of the County of Summit.

SECTION 5

Provided this resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

INTRODUCED November 1, 1993

ADOPTED November 15, 1993

Keagy & Saragino
CLERK OF COUNCIL

Pete Crossin
PRESIDENT OF COUNCIL

APPROVED November 22, 1993

Jim Kinzel
EXECUTIVE

ENACTED EFFECTIVE November 22, 1993

On roll call: eleven affirmative votes, unanimous.

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EXHIBIT C

Exhibit "A"

Parcel No. 1

LEGAL DESCRIPTION

Situated in the Township of Richfield and part in the Village of Richfield, County of Summit, State of Ohio and known as being part of O. L. 8, 12 and 16, Tract 6 and O. L. 1, Tract 3, Richfield Township, and also known as being a part of Lot 1 as shown on the Plat of Richfield Hills Allotment Phase I, as recorded in Plat Book 90, Page 3 of Summit County Records and more fully described as follows:

Beginning at the Southeast corner of the Briarwood Condominium Phase III, Lakeside East & West as recorded in Plat Book 117, Pages 1-54 of the Summit County Records of Plats;

Thence, South 1° 01' 10" West, along the West line of the Briarwood Allotment, as recorded in Plat Book 46, Page 168-170 of the Summit County Records of Plats, a distance of 357.61 feet to an iron pin;

Thence, South 89° 24' 00" East, along the South line of said Briarwood Allotment, a distance of 570.00 feet to a point on the East line of O. L. 12, Tract 6;

Thence, South 0° 53' 10" West, along the West line of said Briarwood Allotment and the East line of said O. L. 12 and 16, Tract 6, a distance of 1824.55 feet to an iron pin on the North right of way line of Interstate Route 271;

The next four courses are along the North right of way line of I-271;

Thence, South 66° 29' 51" West, a distance of 7.72 feet to an iron pin;

Thence, South 81° 59' 40" West, a distance of 1322.83 feet to an iron pin;

Thence, South 73° 58' 10" West, a distance of 300.52 feet to an iron pin;

Thence, North 28° 25' 56" West, a distance of 284.67 feet to an iron pin set on the East line of lands now or formerly owned by W. M. J. McFann, as recorded in Deed Volume 2524, Page 28 of the Summit County Records of Deeds;

Thence North 1° 39' 34" East, along said McFann East line, a distance of 224.75 feet to an iron pin;

Thence North, 88° 53' 45" West, along said McFann's North line, a distance of 230.61 feet to an iron pin on the East right of way line of Interstate Route 77;

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02/20/2008 11:52
JAMES B. MCCOY SUMMIT CO. AUDITOR

The next seven courses are along the East right of way line of I-77;

Thence, North $44^{\circ} 21' 47''$ West, a distance of 548.46 feet to an iron pin;

Thence, North $26^{\circ} 52' 49''$ West, a distance of 273.13 feet to an iron pin;

Thence, North $9^{\circ} 28' 16''$ West, a distance of 362.22 feet to an iron pin;

Thence, North $3^{\circ} 07' 51''$ West, a distance of 211.67 feet to an iron pin;

Thence, North $16^{\circ} 54' 04''$ East, a distance of 204.35 feet to an iron pin;

Thence, North $10^{\circ} 34' 00''$ West, a distance of 540.89 feet to an iron pin;

Thence, North $3^{\circ} 07' 51''$ West, a distance of 519.66 feet to an iron pin on the Southwest corner of land now or formerly in the name of H.M. and H. Gallese, as recorded in Deed Volume 5266, Page 416 of the Summit County Records of Deeds;

Thence, North $86^{\circ} 46' 09''$ East, along said Gallese' South line, a distance of 200.00 feet to an iron pin;

Thence, North $8^{\circ} 07' 23''$ East, along said Gallese' East line, a distance of 538.44 feet to an iron pin set on the South line of Streetsboro Road, S.R. 303;

Thence, North $87^{\circ} 57' 03''$ East, along the South line of Streetsboro Road, S.R. 303 a distance of 98.07 feet to an iron pin;

Thence, South $79^{\circ} 20' 30''$ East, along the South line of Streetsboro Road, a distance of 322.83 feet to an iron pin;

Thence, North $24^{\circ} 56' 06''$ East, a distance of 30.00 feet to a point on the center line of Streetsboro Road, S.R. 303;

Thence, South $65^{\circ} 03' 54''$ East, along the center line of Streetsboro Road, a distance of 2.12 feet to a point of curvature

Thence, along the centerline of Streetsboro Road, and along the arc of a curve to the left whose central angle is $26^{\circ} 28' 07''$, radius is 1430.64 feet, tangent is 336.46 feet, chord is 655.04 feet, chord bears South $78^{\circ} 17' 57.5''$ East, a distance of 660.90 feet to a point;

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Page: 4 of 9
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42.00
JAMES B MCCORTHY SUMMIT CO AUDITOR

Thence, South 1° 32' 01" East, a distance of 40.00 feet to a point on the South right of way line of Streetsboro Road, S.R. 303;

Thence, South 9° 26' 37" East, a distance of 164.47 feet to a point;

Thence, North 79° 13' 50" West, a distance of 45.55 feet to a point of curvature;

Thence, along the arc of a curve of the left whose central angle is 81° 15' 00" radius is 525.00 feet, tangent is 450.38 feet, chord is 683.66 feet, chord bears South 60° 08' 40" West, a distance of 744.49 feet to a point of tangency;

Thence, South 19° 31' 10" West, a distance of 81.76 feet to a point on the West Allotment line of Richfield Hills Phase I, as recorded in Plat Book 90, Page 4 of Summit County Records of Plats;

Thence, South 16° 20' 00" East, along said Richfield Hills West line, a distance of 45.72 feet to an iron pin;

Thence, South 37° 15' 00" West, along said Richfield Hills West line, a distance of 618.00 feet to an iron pin;

Thence, South 24° 25' 40" East, a distance of 170.25 feet to a point on the North right of way line of Burrwood Drive, proposed;

Thence, along the North right of way line of Burrwood Drive, proposed, and along the arc of a curve to the left whose central angle is 27° 39' 20", radius is 795.00 feet, tangent is 195.68 feet, chord is 380.02 feet, chord bears North 51° 44' 40" East, a distance of 383.73 feet to a point on the said Richfield Hills West line;

Thence, South 52° 05' 00" East, along the said Richfield Hills West line, a distance of 50.00 feet to a point on the South right of way line of Burrwood Drive;

Thence, along the South right of way line of Burrwood Drive, proposed, and along the arc of a curve to the right whose central angle is 27° 39' 20", radius 845.00 feet, tangent is 207.99 feet, chord is 403.92 feet, chord bears South 51° 44' 40" West, a distance of 407.87 feet to a point;

Thence, South 24° 25' 40" East, a distance of 210.00 feet to a point;

Thence, North 56° 12' 20" East, a distance of 376.51 feet to a point on the Richfield Hills South line and the boundary line of the Village of Richfield and Richfield Township;

 54437884
Page: 5 of 9
22/04/2008 11:43
JAMES B MCCARTHY SUMMIT CO AUDITOR

Thence, South 82° 35' 00" East, along the said Richfield Hills South line and said boundary of Richfield Village and Township, a distance of 211.00 feet to an iron pin;

Thence, North 56° 00' 00" East, along said Richfield Hills South line and said boundary of Richfield Village and Township, a distance of 370.00 feet to an iron pin on the West right of way line of Sawbridge Drive;

Thence, North 89° 44' 50" East, along said Richfield Hills South line and said boundary of Richfield Village and Township, a distance of 60.00 feet to an iron pin on the East right of way line of Sawbridge Drive;

Thence, North 65° 50' 56" East, along said Briarwood Condominium Phase III, Lakeside East & West as recorded in Plat Book 117, Pages 1-54 South line and said boundary of Richfield Village and Township, a distance of 724.15 feet to the place of beginning.

Containing approximately 124.9501 acres of land, more or less.

Excepting therefrom that part of the above described land contained in Burrwood Drive (50') as dedicated in the Plat of Richfield Hills Phase II recorded in Cabinet E, Slide 402 of Summit County Records.

22772L

October 3, 1998


54437884
 Page: 6 of 8
 08/18/2008 01:22P
 CE 42.66
 JAMES E MCCARTHY SUMMIT CO AUDITOR

Exhibit "A"

Parcel No. 2

LEGAL DESCRIPTION

Situated in the Township of Richfield, County of Summit, State of Ohio and known as being part of Sublot 5, Briarwood Allotment, as recorded in Plat Book 46, Pages 168, 169, 170 of the Summit County Records of Plats, more fully described as follows:

Beginning at the northeast corner of Sublot 5 and the west right of way line of Briarwood Road;

Thence South 57° 20' 40" West, a distance of 200.00 ft. to a point;

Thence South 77° 22' 50" West, a distance of 226.82 ft. to a point on the west line of Original Lot 11;

Thence South 90° 53' 10" West, along the west line of Original Lot 11, a distance of 51.42 ft. to a point;

Thence North 77° 22' 50" East, a distance of 247.66 ft. to a point;

Thence North 57° 20' 40" East, a distance of 178.83 ft. to a point of curvature;

Thence along the arc of a curve to the right whose central angle of 90°, radius 30.00 ft., tangent 30.00 ft., chord 42.43 ft., an arc distance of 47.12 ft. to a point of tangency on the west line of Briarwood Road;

Thence North 32° 39' 20" West, along the west line of Briarwood Road, a distance of 80.00 ft. to the place of beginning and containing 0.5114 acre of land.

Description written from existing records in April, 1979 by J. J. Knecht, Registered Surveyor No.4548.

23401L

March 23, 1999



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Page 7 of 9
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JAMES B. MCCARTHY
SUMMIT COUNTY AUDITOR

Exhibit "A"

Parcel No. 3

LEGAL DESCRIPTION

Situated in the Village of Richfield, County of Summit, State of Ohio and known as being all of Sublot No.3 in Richfield Hills Phase 1, as shown by the recorded plat in Plat Book 90, Pages 3 and 4 of Summit County Records of Maps, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM the following described parcel of land:

Situated in the Township of Richfield, County of Summit, State of Ohio and known as being part of Sublot No.3 in Richfield Hills Phase 1, as shown by the recorded plat in Volume 90, Pages 3 and 4 of Summit County Map Records, of part of Original Richfield Township Lots Nos.8 and 12, Tract 6, and being further bounded and described as follows:

Beginning at the northeasterly corner of said Sublot No.3, said point being in the southerly sideline of Straatsboro Road, State Route 303;

Thence South 1° 01' 10" West along the easterly line of said Sublot No.3, a distance of 52.31 ft. to the principal place of beginning of the parcel hereintended to be described;

Thence continuing South 1° 01' 10" West along the said easterly line of Sublot No.3, a distance of 867.06 ft. to the southeasterly corner of said subplot;

Thence South 65° 50' 56" West along the southerly line of said Sublot No.3, a distance of 724.15 ft. to the southwesterly corner of said Sublot; said point also being in the easterly sideline of Sawbridge Drive, 60 ft. wide;

Thence northerly along the said the said easterly sideline of Sawbridge Drive, and along the arc of a circle deflecting to the right, having a radius of 251.02 ft., an arc distance of 270.63 ft., and a chord distance of 257.71 ft., which bears North 30° 38' 00" East to a point of tangency;

Thence North 61° 31' 10" East along the southeasterly sideline of said Sawbridge Drive, a distance of 101.72 ft. to a point of curvature;

Thence northeasterly along the said southeasterly sideline of Sawbridge Drive, and along the arc of a circle deflecting to the left, having a radius of 1328.01 ft., an arc distance of 417.21 ft., and a chord distance of 415.49 ft., which bears North 52° 31' 10" East to a point of compound curvature;

 54437884
Page 6 of 8
05/20/2008 11:52:58
JAMES B MCCARTHY SUMMIT CO AUDITOR

Thence northerly along the said easterly sideline of Sawbridge Drive, and along the arc of a circle deflecting to the left, having a radius of 340.00 ft., an arc distance of 252.20 ft., and a chord distance of 246.46 ft., which bears North 22° 16' 10" East to a point of tangency;

Thence North 10° 01' 10" East along the said easterly sideline of Sawbridge Drive, a distance of 113.32 ft. to a point of curvature;

Thence northerly along the said easterly sideline of Sawbridge Drive, and along the arc of a circle deflecting to the left, having a radius of 340.00 ft., an arc distance of 187.78 ft., and a chord distance of 185.40 ft., which bears North 14° 48' 09" West to a point of tangency;

Thence North 30° 37' 28" West along the said easterly side of Sawbridge Drive, a distance of 63.24 ft. to a point of curvature;

Thence North 59° 22' 32" East and perpendicular to the last described course, a distance of 127.72 ft. to the principal place of beginning, and containing 3.6770 acres of land according to a survey made by McSteen & Associates, Inc. dated August 3, 1979, be the same more or less, but subject to all legal highways.

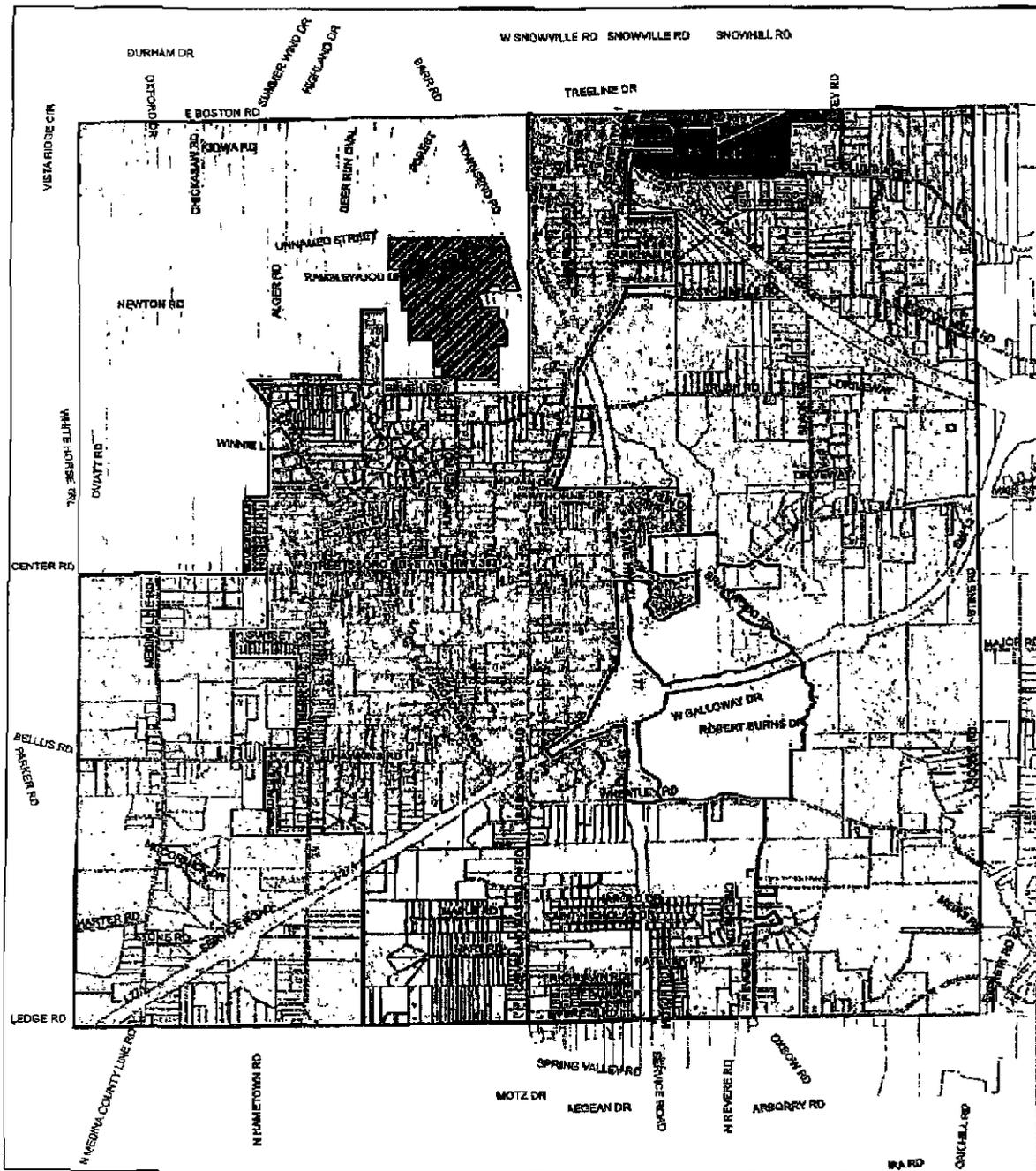
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March 23, 1999


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 Page: 8 of 9
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 JAMES B MCCORTHY SURVEY CO REGISTRAR

EXHIBIT D

Exhibit A - Third Expansion of Water Service Area of Contract 47291 in Richfield Township, Summit County, Ohio



Legend

- Richfield Township - Portion Within Service Area
- Richfield Township - Portion Not In Service Area
- Proposed Richfield Township Expansion Area - "Briarwood Area"
- Richfield Village
- Annexed to Richfield Village from Richfield Township
- Existing Richfield Village/ Richfield Township/CWD - JEDD Area

EXHIBIT E

ORIGINAL

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF CLEVELAND
AND

SUMMIT COUNTY

Cleveland Contract No. 47291
Third Expansion of Service Area

Date: _____

WHEREAS, the City of Cleveland ("Cleveland") and Summit County ("Summit") have entered into a Direct Service Agreement dated May 17, 1994, known as Cleveland Contract No. 47291 (the "Contract"); and

WHEREAS, Cleveland and Summit have entered into a First Expansion of Service Area through a Memorandum of Understanding, dated December 11, 1998 ("First Expansion"); and

WHEREAS, Cleveland and Summit have entered into a Second Expansion of Service Area through a Memorandum of Understanding, dated September 17, 2001 ("Second Expansion"); and

WHEREAS, Cleveland and Summit desire to further expand the service area to also include an area described in "Exhibit A" of this Memorandum of Understanding;

NOW, THEREFORE, for the good and valuable consideration of the mutual promises and assurances of the Contract, and now including the expansion of those promises and assurance into the area described in "Exhibit A" of this Memorandum of Understanding, the parties to this agreement do hereby mutually agree as follows:

Cleveland and Summit agree to expand the service area described in Exhibit A of the Contract and of the prior Memoranda of Understanding to include the area defined in the legend of the attached document labeled "Exhibit A" as "Proposed Expansion Area." That area defined as the "Proposed Expansion Area" in the legend is, as described in the legend, the area on the map that is colored in yellow and outlined in red.

The undersigned, by signing below, agree that the foregoing represents their understanding of the provisions of the Contract and agree that this Memorandum of Understanding shall remain on file with the Contract.

In the Presence of :

SUMMIT COUNTY EXECUTIVE

RUSSELL M. PRY, Executive

Approved:

**Brian K. Harnak, Attorney
County of Summit, Ohio
Department of Law**

In the Presence of:

CITY OF CLEVELAND

**BARRY WITHERS, Interim Director
Department of Public Utilities**

*The legal form and correctness of this
Instrument is hereby approved:*

ROBERT J. TRIOZZI

By: _____
**Shirley Tomasello
Assistant Director of Law**

Date: _____

Approved By: **RICHFIELD TOWNSHIP TRUSTEES**

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE VILLAGE OF RICHFIELD
AND

COUNTY OF SUMMIT

Date _____, 2008

WHEREAS, the City of Cleveland ("Cleveland") and County of Summit ("Summit") have entered into a Direct Service Agreement dated May 17, 1994, know as Cleveland Contract No. 47291 (the "Contract"); and

WHEREAS, Cleveland and Summit desire to expand the service area described in Exhibit A attached to the Contract by means of a Memorandum between Cleveland and Summit (Cleveland Contract No. 47291 Re: Third Expansion of Service Area), a copy of which Memorandum is attached hereto as Exhibit "A" and incorporated herein fully as if by reference; and

WHEREAS, the Village of Richfield ("Richfield") and Summit desire to enter into this Memorandum of Understanding whereby Richfield will undertake the rights, duties and obligations of Summit in the area attached hereto as Exhibit "B," hereinafter referred to as the Briarwood Water Service Area.

NOW, THEREFORE, Richfield and Summit, in consideration of the execution of the Agreement do hereby mutually agree as follows:

Richfield agrees to perform all duties and obligations of Summit as required in the Contract in an area attached hereto as Exhibit "B" and further known as the Briarwood Water Service Area.

The undersigned, by signing below, agree that the foregoing represents their understanding of the provisions of the Contract and agree that this Memorandum of Understanding shall remain on file with said Contract and in the file of Richfield and Summit.

In The Presence Of:

COUNTY OF SUMMIT EXECUTIVE

Russell M. Pry

VILLAGE OF RICHFIELD

Michael K. Lyons, Mayor

Eleanor Lukovics, Finance Director

The legal form and correctness of the
within instrument are hereby approved.

Charles T. Riehl, Law Director
Village of Richfield

Date: _____, 2008

Richard E. Dobbins, Law Director
County of Summit

Date: _____, 2008

RESOLUTION NO. 2008-378

SPONSOR Mr. Fry, Mr. Kostandaras, Mrs. Shapiro, and Mr. Poda

DATE September 29, 2008

COMMITTEE Public Works

A Resolution authorizing the County Executive to execute a Memorandum of Understanding with the City of Cleveland to expand the existing water service area in Richfield Township to include the additional area as described more fully in Exhibit "A" attached to this legislation and incorporated by reference, and to further execute a Memorandum of Understanding with the Village of Richfield allowing the Village to assume rights and duties of the waterlines in the new water service area under the County's agreement with the City of Cleveland, and to execute an agreement in which the waterlines in the new service area would be transferred to and owned by the Village of Richfield, for the Executive's Department of Environmental Services, and declaring an emergency.

WHEREAS, the County of Summit and the City of Cleveland entered into a Direct Service Agreement dated May 17, 1994 known as Cleveland Contract No. 47291, which provides for water service to be provided by the City of Cleveland to a portion of Richfield Township known as Glencairn Forest; and

WHEREAS, the County of Summit and the City of Cleveland entered into a First Expansion of Service Area through a Memorandum of Understanding, dated December 11, 1998 to include the Deer Creek Reserve Development Company, Ltd., in Richfield Township; and

WHEREAS, the County of Summit and the City of Cleveland entered into a Second Expansion of Service Area through a Memorandum of Understanding, dated September 17, 2001 to include additional territory in Richfield Township; and

WHEREAS, up to the present time, residents in the Briarwood neighborhood in Richfield Township have paid extraordinarily high bills for water service provided by a small private utility company known as Water and Sewer, LLC; and

WHEREAS, in order to relieve Briarwood residents of burdensome water service bills, the County and City of Cleveland now desire to execute a Memorandum of Understanding to include the Briarwood neighborhood as an additional portion of Richfield Township that will receive water service from the City of Cleveland, said area depicted on the attached Exhibit "A," and

WHEREAS, the County and the Village of Richfield desire to execute a memorandum of understanding whereby the Village of Richfield will assume and perform all duties and obligations pertaining to the water lines in the Briarwood neighborhood service area; and

WHEREAS, the County, Village of Richfield, Township of Richfield, Water and Sewer, LLC, and Richfield Furnace Run, LLC desire to enter into an agreement whereby Water and Sewer, LLC shall construct a connection between the Village of Richfield water lines and the Water and Sewer, LLC water lines; the Village of Richfield shall take ownership of said water lines; said water lines and service can be extended for additional development of land in the service area owned by Richfield Furnace Run, LLC; and Water and Sewer, LLC will dismiss its request for a water service rate increase with the Public Utilities Commission of Ohio ("PUCO"); and

WHEREAS, it is necessary for the County to be party to these memoranda of understanding and agreements because, although no longer providing water service, the County retains planning authority of water service in this area; and

WHEREAS, after reviewing all pertinent information, this Council finds and determines that it is necessary and in the best interest of the County to authorize the executive to execute the aforementioned memoranda of understanding and agreement to effectuate the provision of public water service to the residents of the Briarwood neighborhood;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive is authorized to enter into a Memorandum of Understanding with the City of Cleveland to include the Briarwood neighborhood as an additional portion of Richfield Township that will receive water service from the City of Cleveland, said area depicted on the attached Exhibit "A."

SECTION 2

The County Executive is authorized to enter into an Agreement with the Village of Richfield, Richfield Township, Water and Sewer LLC and Richfield Furnace Run, LLC whereby Water and Sewer, LLC shall construct a connection between the Village of Richfield water lines and the Water and Sewer, LLC water lines; the Village of Richfield shall take ownership of said water lines; said water lines and service can be extended for additional development of land in the service area owned by Richfield Furnace Run, LLC; and Water and Sewer, LLC will dismiss its request for a water service rate increase with the Public Utilities Commission of Ohio.

SECTION 3

The County Executive is further authorized to enter into a Memorandum of Understanding with the Village of Richfield, whereby the Village of Richfield will assume and perform all duties and obligations pertaining to the water lines in the Briarwood neighborhood service area.

SECTION 4

This Resolution is hereby declared an emergency to provide for the protection of the health, safety and welfare of the citizens of the County of Summit and to immediately allow the expansion of the existing public water service area to include a portion of Richfield Township known as the Briarwood neighborhood and to reduce the financial burden imposed on the residents residing in the Briarwood neighborhood by their private water bills.

RESOLUTION NO. 2008-378
PAGE THREE

SECTION 5

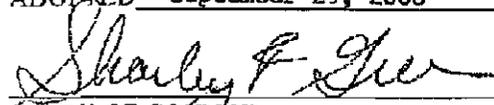
Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

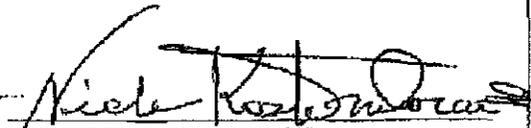
SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED September 15, 2008

ADOPTED September 29, 2008


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

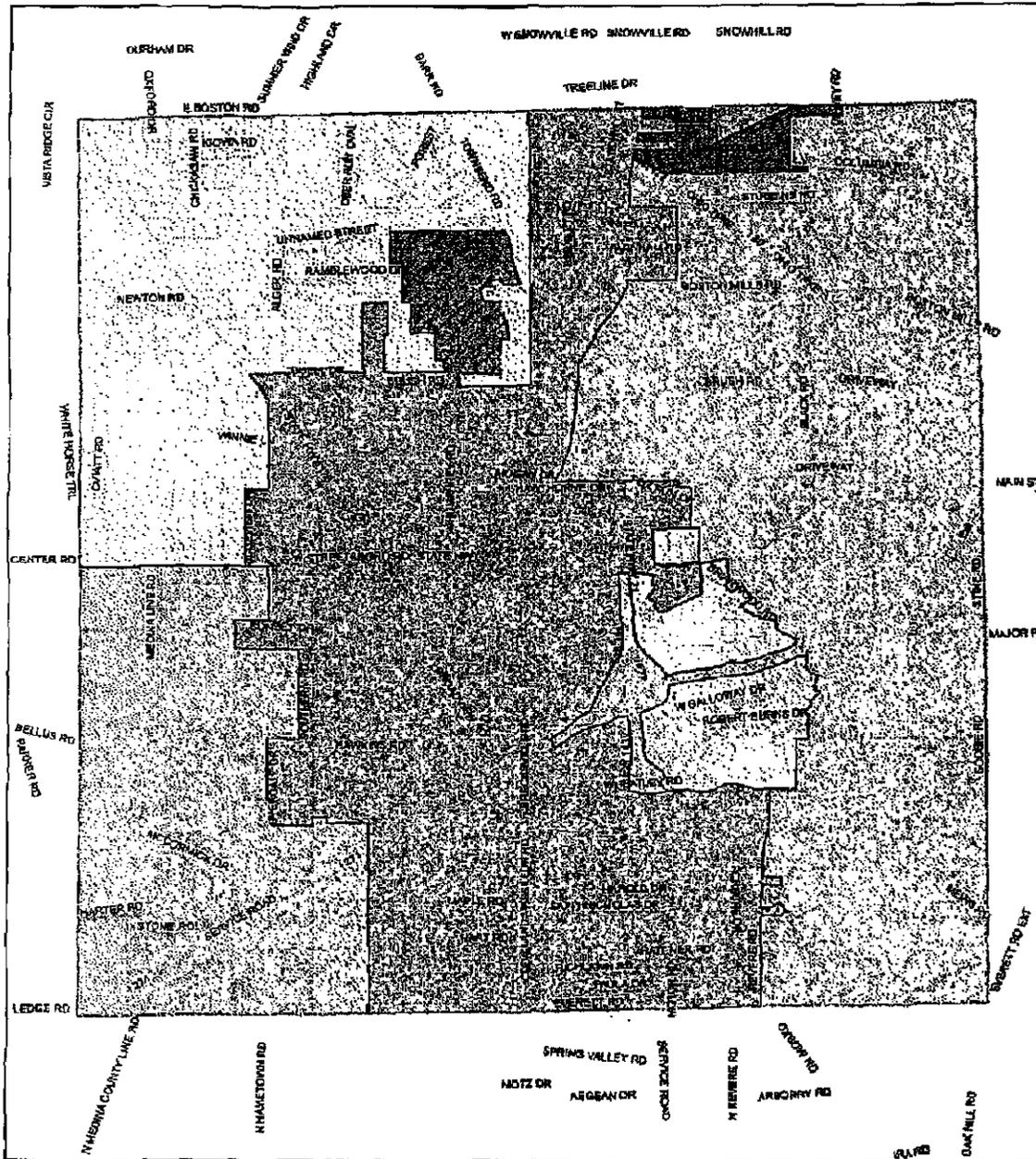
APPROVED September 29, 2008


EXECUTIVE

ENACTED EFFECTIVE September 29, 2008

Voice Vote: 9-0 YES: Komunale, Crawford, Crossland, Heydorn,
Kostandaras, Poda, Prentice, Schmidt, Smith
ABSENT: Congrove, Shapiro

Exhibit A - Third Expansion of Water Service Area **08 378**
of Contract 47291 in Richfield Township, Summit County, Ohio



Legend

-  Richfield Township - Portion Within Service Area
-  Richfield Township - Portion Not In Service Area
-  Proposed Richfield Township Expansion Area - "Briarwood Area"
-  Richfield Village
-  Annexed to Richfield Village from Richfield Township
-  Existing Richfield Village/ Richfield Township/CWD - JEDD Area

FILE COPY

EXHIBIT F

MEMORANDUM OF UNDERSTANDING
BETWEEN

THE VILLAGE OF RICHFIELD
AND
COUNTY OF SUMMIT

Date _____, 2008

WHEREAS, the City of Cleveland ("Cleveland") and County of Summit ("Summit") have entered into a Direct Service Agreement dated May 17, 1994, know as Cleveland Contract No. 47291 (the "Contract"); and

WHEREAS, Cleveland and Summit desire to expand the service area described in Exhibit A attached to the Contract by means of a Memorandum between Cleveland and Summit (Cleveland Contract No. 47291 Re: Third Expansion of Service Area), a copy of which Memorandum is attached hereto as Exhibit "A" and incorporated herein fully as if by reference; and

WHEREAS, the Village of Richfield ("Richfield") and Summit desire to enter into this Memorandum of Understanding whereby Richfield will undertake the rights, duties and obligations of Summit in the area attached hereto as Exhibit "B," hereinafter referred to as the Briarwood Water Service Area.

NOW, THEREFORE, Richfield and Summit, in consideration of the execution of the Agreement do hereby mutually agree as follows:

Richfield agrees to perform all duties and obligations of Summit as required in the Contract in an area attached hereto as Exhibit "B" and further known as the Briarwood Water Service Area.

The undersigned, by signing below, agree that the foregoing represents their understanding of the provisions of the Contract and agree that this Memorandum of Understanding shall remain on file with said Contract and in the file of Richfield and Summit.

In The Presence Of:

COUNTY OF SUMMIT EXECUTIVE

Russell M. Pry

VILLAGE OF RICHFIELD

Michael K. Lyons, Mayor

Eleanor Lukovics, Finance Director

The legal form and correctness of the
within instrument are hereby approved.

Charles T. Riehl, Law Director
Village of Richfield

Date: _____, 2008

Richard E. Dobbins, Law Director
County of Summit

Date: _____, 2008

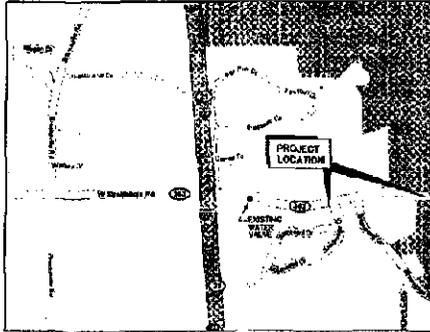
EXHIBIT B

WATER AND SEWER, LLC WATER SYSTEM IMPROVEMENT

VILLAGE OF RICHFIELD AND RICHFIELD TOWNSHIP, SUMMIT COUNTY
NOVEMBER, 2008

LEGEND

EXISTING	
EXISTING DRAIN	EXISTING GAS VALVE
SMALL FLOW ARROW	EXISTING GAS METER
EXISTING STORM SEWER	EXISTING GAS TEST PIPE
EXISTING SANITARY SEWER	EXISTING GUARDRAIL
EXISTING ELECTRIC CABLE	EXISTING UTILITY POLES: POWER, TELEPHONE, LIGHT
EXISTING WATER LINE	EXISTING SIGN
EXISTING GAS LINE	EXISTING MAN BOX
EXISTING TELEPHONE CABLE	EXISTING MONUMENT BOX
SEWER LINE	EXISTING MANHOLE BOX
PROPERTY LINE	EXISTING TREE, STUMP
EXISTING EASEMENT	EXISTING TREE LINE
EXISTING RIGHT-OF-WAY	EXISTING BUMP
EXISTING FENCE	EXISTING PINE TREE
EXISTING SANITARY MANHOLE	
EXISTING STORM MANHOLE	
EXISTING CATCH BASIN	
EXISTING WATER METER	
EXISTING HYDRANT	
EXISTING WATER VALVE	
EXISTING WATER SERVICE STOP	
EXISTING TO BE REMOVED	
PROPOSED	
PROPOSED WATER VALVE	PROPOSED GUMMIAL
PROPOSED HYDRANT	PROPOSED SIGN
PROPOSED WATER METER	NEW BORMO
PROPOSED WATER SERVICE	PROPOSED MONUMENT BOX
PROPOSED CATCH BASIN	
PROPOSED SANITARY MANHOLE	DETAIL NUMBER
PROPOSED YARD DRAIN	SHEET DETAIL TAKEN FROM
PROPOSED DROP INLET	SHEET DETAIL IS FOUND ON
PROPOSED STORM MANHOLE	SECTION NUMBER
PROPOSED STORM SEWER	SHEET SECTION TAKEN FROM
PROPOSED SANITARY SEWER	SHEET SECTION IS FOUND ON
PROPOSED WATER	
PROPOSED EASEMENT	



LOCATION MAP
SCALE: 1" = 500'

APPROVALS BY:
WATER AND SEWER, LLC

By Paul K... in charge DATE 06/18/09

MICHAEL BENZA & ASSOCIATES, INC.

By [Signature] DATE 06/18/09

VILLAGE OF RICHFIELD - ENGINEER

By P. J. A. H. DATE 6/18/2009

DEPA (WATER) APPLICATION NO. _____

APPROVED _____

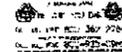
C.W.D. PROJECT NO. 4381

INDEX OF SHEETS:

1	TITLE SHEET
2	PLAN VIEW
3	DETAILS
4	GENERAL NOTES

APPROVED
[Signature]
[Signature]
[Signature]

MICHAEL BENZA & ASSOCIATES, INC.
ENGINEERING ARCHITECTURE AND SURVEYING
6040 WEST SIOUXVILLE ROAD, BRECKSVILLE, OHIO 44141
PHONE 440-528-8200 FAX 440-644-7891
JOB #4502



NOTE: ALL SYMBOLS MAY NOT BE APPLICABLE.

EXHIBIT C



State of Ohio Environmental Protection Agency

STREET ADDRESS:

MAILING ADDRESS:

Lazarus Government Center
50 W. Town St., Suite 700
Columbus, Ohio 43215

TELE: (614) 644-3020 FAX: (614) 644-3104
www.epa.ohio.gov

P.O. Box 1049
Columbus, OH 43216-1049

October 8, 2009

Handwritten:
Attn: Burns
Kuntz
DIP
File 430

Re: Cuyahoga County
Application No. 727107 ws
Cleveland Public Water System - OH1801212 (PWS ID)
Detail Plans for Water & Sewer, LLC Water System
Improvement - Waterline Connection to the Cleveland
Water System: Proposed waterline extension, about 75 feet
of 12-inch pipe in West Streetsboro Road (State Route
303) extending west from Sawbridge Drive to serve Water
& Sewer LLC Water System
Plans Received: September 25, 2009
From: Michael Benza & Associates, Inc.

Mayor & Council
Richfield Village
4410 West Streetsboro Road
P. O. Box 387
Richfield, OH 44286

Ladies and Gentlemen:

The Ohio Environmental Protection Agency has reviewed the enclosed plans submitted pursuant to Ohio Revised Code Sections 6109.07 et. seq., or accepted the certification of plan review by an authorized professional engineer pursuant to a contract therefore. These plans are approved subject to the condition of compliance with all applicable laws, rules, regulations, and standards. The applicant is responsible for obtaining all other necessary approvals, waivers or releases required by state, federal or local law prior to implementing this plan. Further, all construction must be supervised by a registered engineer, if required by law, or expert qualified in such work.

This approval shall become void five years from the date of this letter unless the facilities are constructed as proposed by that date. By accepting this approval, the applicant acknowledges that this deadline shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio Environmental Protection Agency.

The Division of Drinking and Ground Waters in the Northeast District Office of the Ohio Environmental Protection Agency shall be notified, in writing, as to a) the construction start date; b) the construction completion date; and c) the date the facilities were placed into operation.

This approval shall apply only to those water supply facilities shown on the plans cited above. Any waste handling facilities shown on these plans must have a separate waste handling approval.

Lead solder and flux that exceeds 0.2 percent lead content and any pipe or pipe fitting that exceeds an 8 percent lead content shall not be used in the installation of the proposed facilities.

Ted Strickland, Governor
Lee Fisher, Lieutenant Governor
Chris Korleski, Director

OCT 18 2009

The owner shall provide for the proper maintenance and operation of the water supply and distribution system.

Necessary measures shall be taken to ensure that there will be no cross connections between the public water supply and any private water supply. The local health department shall be notified of any private water wells which will no longer be used as sources of potable water and which should be abandoned.

The supplier of water shall ensure that no customer at any one, two or three family dwelling installs a booster pump that is supplied from any pipe connected to the public water supply system unless an air gap separation is provided in accordance with Ohio Administrative Code Rule 3745-95-07(A).

The owner shall contact the appropriate district of the U.S. Army Corps of Engineers regarding each stream or wetland crossing proposed as part of this project. If a 404 permit is determined to be necessary by the Corps of Engineers, the owner shall acquire a Section 404 Permit and 401 Water Quality Certification, before impacting any waters of the state as a part of this project.

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Rule 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the director of the Ohio Environmental Protection Agency or his representative. In addition, a well sealing report shall be filed with the Ohio Department of Natural Resources, Division of Water, within 30 days of completion, in accordance with Section 1521.01 of the Ohio Revised Code.

Any person installing any well, well point, pit, or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised Code, Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the Chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Division of Water
Ohio Department of Natural Resources
Fountain Square
Columbus, OH 43224-1387
(614) 265-6717

Air Pollution Control Requirements: Fugitive dust generated by this water line project shall be controlled as specified in OAC 3745-17-08(B).

A National Pollutant Discharge Elimination System (NPDES) permit will be required if the construction project results in a disturbance greater than or equal to one acre. As a requirement of the permit, a Storm Water Pollution Prevention Plan (SWPPP) must be developed before submitting the Notice of Intent (NOI) for coverage under the permit. The NOI must be submitted 45 days prior to beginning construction. To obtain the application form and relevant information, please contact Ohio EPA's stormwater coordinator at (330) 963-1200.

The proposed facility may be constructed only in accordance with plans approved by the director of the Ohio Environmental Protection Agency. There may be no deviation from the approved plans without the express, written approval of the agency. Any deviation from the approved plans or the above conditions may lead to sanctions and penalties provided under Ohio law. Approval of these plans does not constitute an assurance that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed facilities prove to be inadequate or cannot meet applicable standards.

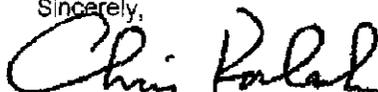
Richfield Village
October 8, 2009
Page 3

Should there be any questions regarding the requirements, meaning, or interpretation of any of the above which we may clarify, please contact the Division of Drinking and Ground Waters, Northeast District Office, Ohio Environmental Protection Agency.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00 which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
309 South Fourth Street, Room 222
Columbus, OH 43215

Sincerely,



Chris Korieski
Director

CK/fs

cc: Central Office, DDAGW
NEDO, DDAGW
Cuyahoga County Health Department
City of Cleveland Director of Public Utilities
Summit County Health Department
Michael Benza & Associates, Inc.
Cliff Evans, PUCO

EXHIBIT D

PUCO No. 3

**RATES, RULES, AND REGULATIONS
GOVERNING SEWER SERVICE**

WATER AND SEWER LLC

89-7045-WS-TRF

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

PUCO No. 3

Section i
Original Sheet No. 1

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Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

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Section ii
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Water and Sewer LLC

3439 West Brainard Road
Suite 260
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Section ii
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SECTION 1 – GENERAL PROVISIONS

1. Definitions: As used herein:
 - A. “Commission” means the Public Utilities Commission of Ohio.
 - B. “Company” means Water and Sewer LLC.
 - C. “Company service line” means that portion of the service line between the collection main, up to and including the sewer inlet connection, at or near the property line, right-of-way, or easement line, maintained at the cost of the Company.
 - D. “Customer” means any person who enters into an agreement with the Company to receive sewage disposal service.
 - E. “Customer service line” means that portion of the service line from the Company service line to the structure or premises, supplied, installed, and maintained at the cost of the customer.
 - F. “Collection main” means a pipe that collects or transports wastewater from customer service line to the Company’s treatment facility.
 - G. “Service connection” means the connection of the Company’s service line with the customer’s service line at or near the property line, which connection enables the customer to receive service.
 - H. “Tap-in” means the connecting of a Company service line to a collection main.
2. Applicability. Sewer service provided by the Company is furnished subject to the terms and conditions set forth in this tariff, which has been filed with and approved by the Commission. In the case of any conflict between these terms and conditions of service and the Standards for Waterworks Companies and Sewage Disposal System Companies

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Suite 260
Woodmere, Ohio 44122

PUCO No. 3

Section 1
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set forth in Chapter 4901:1-15 of the Ohio Administrative Code ("OAC"), as amended from time to time, the provisions of Chapter 4901:1-15, OAC, shall take precedence unless otherwise specifically ordered by the Commission. The tariff is applicable to all service furnished by the Company throughout its service area, a map of which is set forth in Section 5 of this tariff.

3. Notification of Customer Rights. Pursuant to Rule 4901:1-15-16, OAC, the Company is required to provide to new customers, at the time service is initiated, and to existing customers, upon request, a summary of their rights and obligations under Chapter 4901:1-15, OAC. The Notification of Customer Rights provided by the Company in accordance with this rule is set forth in Appendix A to this tariff.

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SECTION 2 – RATES, CHARGES, BILLING, AND PAYMENT

1. **Applicability.** The rates and charges for sewer service specified in this section are applicable to all customers of the Company, except to those customers that enter into Commission-approved special arrangements with the Company pursuant to Paragraph 7 of this section.

2. **Rates and Charges for Sewer Service.**

Bi-Monthly Customer Charge	\$ 6.79
Bi-Monthly Flat Rate	\$ 214.90

3. **Billing and Payment.** The Company bills its customers on a bi-monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen days of the billing date shall be considered delinquent and shall be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon fourteen days written notice pursuant to Paragraph 8 of Section 3 of this tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

4. **Reconnection Charge.** Customers whose sewer service is disconnected pursuant to Paragraph 8 of Section 3 of this tariff shall pay a reconnection charge to have service restored equal to the actual, out-of-pocket costs the Company incurs in disconnecting and reconnecting sewer service. A statement itemizing such costs will be provided to the customer.

5. **Dishonored Payment Charge.** If a payment for any service, charge, or fee received by the Company is returned to the Company by a financial institution unpaid, a charge of \$35.00 will be assessed to cover the cost of processing the transaction, provided the transaction is properly processed by the Company. At the Company's option, the charge for

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dishonored payment may be assessed when the Company returns the dishonored payment to the customer or may be included on the customer's next billing.

6. Bill Adjustments. If a bill is found to be inaccurate, and the error is in the customer's favor, the Company, at its option, may reimburse the customer for the overpayment within thirty days or issue a credit for the overpayment on the next bill. If the error resulted in the customer being undercharged, the Company will allow the customer no less than the same period for which the customer was undercharged to pay the additional amount owed, unless the error was caused by the customer.
7. Special Arrangements. Nothing in this section prevents the Company from entering into a special arrangement with a customer pursuant to Section 4905.31, Revised Code, where circumstances warrant. As required by Section 4905.31(E), Revised Code, no such special arrangement is lawful unless it is filed with and approved by the Commission.

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SECTION 3 – SERVICE AND FACILITIES

1. **Applications for Service.** Applications for sewer service shall be in writing on a form prescribed by the Company and approved by the Commission. The application shall be signed by the prospective customer or the prospective customer's authorized representative. A copy of the Company's application form is set forth in Appendix B to this tariff. Based on the information provided in the application for service, the Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or deposit as a condition of initiating service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
2. **Service Connection and Company Service Line Installation.** Property owners applying for sewer service shall, upon submitting the application, pay a tap-in fee. In no event shall the tap-in fee exceed the Company's actual out-of-pocket cost of connecting service and, where required, of installing the Company service line. Upon receipt of the signed application and tap-in fee, the Company shall install the Company service line to the property line, where required, and complete the service connection. The service connection and the Company service line shall be the property of the Company and shall be maintained by the Company.
3. **Customer Service Line Installation.** Property owners desiring to install a Customer service line to their premises shall make application for same to the Company through a competent plumber as their authorized representative. If the Company approves the location of the Customer service line and is otherwise satisfied with the plans and specifications for the installation, the Company will authorize the plumber to proceed with the installation. All costs of the Customer service line shall be borne by the property owner. Service will not commence until the Company has inspected and approved the Customer service line installation, such inspection to be performed at no cost to the

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customer. The Customer service line shall be the property of the property owner, and shall be maintained in proper condition by the property owner.

4. **Relocation of Service Connection.** Service connections moved for the convenience of the customer will be relocated at the customer's expense under the same terms and conditions set forth in Paragraph 2 of this section.
5. **Access to Customer Premises.** The Company shall have the right to enter a dwelling or structure only with permission granted by a person holding himself or herself out as being responsible for the dwelling or structure; provided, however, that this paragraph shall not be construed as preventing the Company from disconnecting service for denial to the Company of reasonable access to the premises for the rendering of utility service in accordance with Rule 4901:1-15-11(B), OAC, which includes access to investigate the possible discharge of sewage of a type not stated in the application or a connection to a premises not stated in the application, nor as limiting or eliminating property rights granted to the Company pursuant to easements or other estates or interests in real property. Any employee or authorized representative of the Company seeking access to the dwelling or structure of a customer shall voluntarily identify himself or herself, provide Company photo identification, and state the reason for the visit. The employee or representative shall, in all cases, direct himself or herself to the person holding himself or herself out as responsible for the dwelling or structure. Entrance will not be sought or gained by subterfuge or force.
6. **Interruptions of Service.** The Company undertakes reasonable care and diligence to provide service on a continuous basis, but reserves the right, at any time and without notice, to discontinue service for the purpose of making emergency repairs. In the case of planned interruption of service, the Company shall notify affected customers at least three days in advance of the interruption if such interruption will last more than one hour. The notice shall be by delivered written notice, by publication in a newspaper of general circulation in the Company's service area, or by an obvious sign posting in the affected portion of the Company's service area. The notice shall state the date and estimated duration of the outage and the telephone number the customers may call for further information.

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7. **Prohibited Connections.** Customers shall not connect the Customer service line or any pipe connected to it to a premises not stated in the application.
8. **Disconnection of Service.** The Company may refuse service to an applicant for service or disconnect a customer only for those reasons for refusal or disconnection of service set forth in this paragraph. The following procedures govern refusals or disconnections of service. In the event a customer's service could be disconnected for more than one of the following reasons, the minimum notice provision (which includes no notice) applies.
- A. No notice is required for disconnection of service for any of the following reasons:
1. For tampering with any collection main, service line, or other appliance under the control of, or belonging to, the Company;
 2. For any other violation or failure to comply with the regulations of the Company, which may, in the opinion of the Company or any public authority, create an emergency situation.
- B. The customer will be given not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
1. For the discharge of any type of sewage not stated in the application; or
 2. For the use of service upon any premises not stated in the application.

For purposes of the written notices provided for in Paragraphs 8.B.1. and 8.B.2. of this section, personal delivery of the notice to the customer's premise shall first be attempted and, if personal service cannot be accomplished at that time, the notice shall be securely attached to the premises in a conspicuous manner.

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- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 2. For any violation of, or failure to comply with, the regulations of the Company other than those identified in Paragraph 8.A and 8.B of this section;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be refused to any applicant for service or disconnected to any customer for any of the following reasons:
1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises;
 2. Failure to pay for a class of service different from the service provided for the account in question;
 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or

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4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service shall also be given to the consumer(s) at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.
- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- G. The Company may disconnect service during its normal business hours; provided, however, that no disconnection for past due bills or for failure to make a required deposit may be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service will be authorized to either:
1. Accept payment in lieu of termination;
 2. Dispatch an employee to the premises to accept payment; or
 3. Otherwise make available to the customer a means to avoid disconnection.

At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.

- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health

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physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the Company will restore service if a signed certification form is received by the Company within twenty-one days of disconnection. Certification may be renewed two additional times (thirty days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the Company, charges incurred during the certification period, and, where disconnection has already occurred, the applicable reconnection charge set forth in Paragraph 4 of Section 2 of this tariff.

9. Reconnection of Service. The Company will reconnect previously disconnected service in accordance with the following procedures.
- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge specified in Paragraph 4 of Section 2 of this tariff and any deposit required pursuant to Paragraph C of this section;
 2. The elimination of conditions that warranted disconnection of service; or
 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.

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- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment after normal business hours. If service cannot be restored until after normal business hours, the customer, in addition to paying the amount specified in Paragraph 9.A.1. of this section, shall also sign an agreement to pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.
- C. The Company, subject to the terms and conditions set forth in Rules 4901:1-17-03 through 4901:1-17-08, OAC, may require a guarantor or a deposit as a condition of restoring service. If a guarantor is required, the Company shall provide the customer with a copy of Rule 4901:1-17-03, OAC, and shall require the guarantor to execute a Guarantor Agreement as set forth in the Appendix thereto. If a deposit is required, the Company shall provide the customer with a copy of Rules 4901:1-17-04 through 4901:1-17-08, OAC, and shall administer the deposit in accordance with the provisions thereof.
- D. The current portion of the customer's bill shall not be considered in computing the full amount of arrears pursuant to Paragraph 9.A.1. of this section. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.
10. Complaints. Customer complaints, including, but not limited to, complaints regarding service or bills may be made to the Company either orally or in writing. The Company shall investigate each complaint in a fair and complete manner and report the results to the customer, either orally or in writing, within ten business days after the date of the receipt of the complaint. The report shall include a description of the action taken by the Company, if any, to resolve the complaint. The Company will maintain records of complaints in accordance with Rule 4901:1-15-14(D), OAC. If the complainant is not

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Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122

PUCO No. 3

Section 3
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satisfied with the Company's report, the Company shall promptly inform the customer of the availability of the Commission's complaint handling procedures, including the current address and the toll-free telephone number of the Commission's Call Center. The Company will also investigate customer complaints referred to it by the Commission. The Company will submit a report to the Commission within ten business days after the receipt of a Commission request for information concerning a complaint(s). The report shall outline the Company's investigation and any corrective measure(s) taken. The Company shall submit reports in writing upon Commission request.

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SECTION 4 – MAIN EXTENSIONS AND SUBSEQUENT CONNECTIONS

1. **Main Extensions and Related Facilities.** The Company shall extend its mains and related facilities to serve new customers in accordance with the provisions of this section. As used in this section, “main extension” means an extension of a collection main from the nearest existing adequate collection main along a route determined in accordance with reasonable utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. As used in this section, “related facilities” means all fittings, connections, and other facilities associated with the main extension and required in accordance with reasonable utility engineering practices to provide service to a point perpendicular to the most remote structure to be served fronting the main extension.
2. **Main Extension Agreements.** All agreements between the Company and prospective customers concerning main extensions and/or related facilities to be funded by customer contributions in aid of construction, customer advances in aid of construction, or some combination of these methods, shall be in writing and signed by the Company and the prospective customers involved, or their duly authorized representatives. These written agreements shall embody the terms and conditions set forth in this section.
3. **Ownership.** All main extensions and related facilities shall become the property of the Company.
4. **Specifications and Construction.** The size, type, quality of material, and location of main extensions and related facilities shall be determined by the Company. The design and route of main extensions shall be determined by the Company in accordance with reasonable utility engineering practices. Construction shall be performed by the Company or by contractors acceptable to the Company.
5. **Cost Estimate.** Prior to the entering into of an agreement concerning the extension of mains and/or related facilities funded by customer contributions in aid of construction, customer advances in aid of construction, or a combination of these methods, the Company shall estimate the total of the costs of the main extension, related facilities, and

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tax or tax impact in accordance with Rule 4901:1-15-30, OAC. Such estimate shall be included in the terms and conditions of the agreement. The Company shall include in the estimate only that portion of the main extension and related facilities necessary, in accordance with reasonable utility engineering practices, to provide adequate service to the prospective customer(s). The length of the main extension shall be determined by measuring from the nearest existing adequate main along a route determined in accordance with generally accepted utility engineering practices to a point perpendicular to the most remote structure to be served fronting the main extension. If the Company installs mains or related facilities with a capacity in excess of that required to provide adequate service to the prospective customer, the Company shall bear the cost of such oversizing.

6. Method of Payment. The main extension agreement shall embody one of the following methods of payment. The selection of the method shall be at the discretion of the Company.
- A. The prospective customer requesting the main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension, related facilities, and tax impact, if applicable. The tax impact shall be calculated by the following method:

$$\text{Tax impact} = \frac{C}{(1-R)} - C$$

C = Dollar value of taxable contribution or advance in aid of construction.

R = Decimal equivalent of applicable marginal rate of federal income tax on value of taxable contributions and advances.

The entire advance including the tax impact shall be subject to refund as provided in Paragraph 9 of this section.

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Issued by Randy Kertesz, Acting President

- B. The prospective customer requesting a main extension shall be required to advance to the Company, before construction is commenced, the estimated total cost of the main extension and related facilities. The cost of the main extension and related facilities minus the tax shall be subject to refund as provided in Paragraph 9 of this section. The tax shall be calculated by the following method:

$$\text{Tax} = C \times R$$

C = Definition in Paragraph 6.A. of this section.

R = Definition in Paragraph 6.A. of this section.

7. True-Up Adjustments. Any amount by which the estimated cost of the main extension and/or related facilities determined pursuant to Paragraph 5 of this section exceeds the actual cost shall be refunded to the customer by the Company within sixty days after the completion of the extension. Any amount by which the actual cost of the main extension and/or related facilities exceeds the estimated cost paid by the customer to the Company determined pursuant to Paragraph 5 of this section shall be billed to the customer upon completion of the extension and shall be paid by the customer within sixty days after completion of construction.
8. Multiple Applicants. When more than one prospective customer is involved in the request for a main extension and/or related facilities, the amount of the advance in aid of construction shall be divided equally among the applicants, unless otherwise agreed by the applicants.
9. Refunds of Customer Advances in Aid of Construction. Refunds of advances in aid of construction made pursuant to this section shall be made in accordance with the following method. The Company shall pay each year to the customer making an advance in aid of construction, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water or sewage service to each *bona fide* customer, other than a subsequent applicant whose service line is connected to

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the main covered by the main extension agreement, for a period of not less than fifteen years. A balance remaining at the end of the fifteen-year period shall be nonrefundable. When more than one applicant is involved, the amount refunded shall be divided among the applicants in proportion to their original advance in aid of construction. The aggregate refunds under this tariff shall in no event exceed the total of the refundable advances in aid of construction. No interest shall accrue on any amounts advanced. Pursuant to Rule 4901:1-15-30(N), OAC, the Company may not transfer its certificate of public convenience and necessity unless the Company demonstrates to the Commission that the Company has agreed to satisfy all existing refund agreements or that the transferee has agreed to assume the Company's obligation under all such agreements.

10. Customer Guarantee of Acceptance of Service. The Company will not extend mains unless the prospective customer guarantees to the Company in the main extension agreement that service will be accepted within thirty days following completion of the main extension, or such longer period as the Company and the prospective new customer agree.
11. Temporary Service. The Company will provide temporary service, provided that the applicant for such service agrees in writing to pay in advance to the Company the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service. The charges set forth in Section 2 of this tariff also apply to temporary service.
12. Subsequent Connections, Service Connections, and Tap-Ins. If, at any time during the term of a main extension agreement involving refundable customer advances in aid of construction pursuant to Rule 4901:1-15-30, OAC, the owner of any lot abutting the main extension who was not a party to the main extension agreement requests service (hereinafter, the "subsequent applicant"), the Company shall enter into a written agreement with the subsequent applicant governing the requested connection that embodies the terms and conditions set forth in this paragraph. Company shall collect in advance, from each such subsequent applicant, an amount equal to the total-foot frontage of the lot to receive service multiplied by the per-foot frontage charge.

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-
- A. The per-foot frontage charge shall be determined by dividing the total refundable amount of the advance in aid of construction by the total-foot frontage of the lots capable of receiving service from the extension.
- B. In the event that the total of the amount already refunded pursuant to Paragraph 9 of this section, plus the subsequent applicant's fee calculated pursuant to Paragraph 12 of this section, exceeds the total refundable amount of the advance in aid of construction, the amount collected from the subsequent applicant shall be the difference between the total refundable amount of the advance in aid of construction and the cumulative amount refunded pursuant to Paragraph 9 of this section.
- C. The Company shall refund money collected from subsequent applicants pursuant to Paragraph 12 of this section to the customers who are parties to the main extension agreement, or to their assignees or other successors in interest where the Company has received notice of such assignment or succession, in proportion to their respective original deposits. This refund shall be in addition to the refund provided for in Paragraph 9 of this section.
- D. Refunds of subsequent applicant fees made pursuant to this section shall be made in accordance with the following method. The Company shall pay each year to the subsequent applicant, or to that party's assignees or other successors in interest where the Company has received notice of such assignment or succession, an amount equal to twenty per cent of the total gross annual revenue from water or sewage service to each *bona fide* subsequent applicant whose service line is connected to main or extension lines covered by the main extension agreement. Refunds will terminate when the entire amount of the subsequent applicant's fee has been refunded or when the cumulative amount refunded pursuant to Paragraph 9 of this section tariff equals the refundable amount of the advance in aid of construction, or until fifteen years after the date of the main extension agreement, whichever is earliest. Agreements under this rule may provide that any unrefunded balance remaining at the end of the fifteen-year period shall still remain payable, in whole or in part, in such manner as is set forth in the

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Suite 260
Woodmere, Ohio 44122

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Section 4
Original Sheet No. 6

agreement. Unless otherwise specifically provided in the agreement, a balance remaining at the end of the fifteen-year period shall become nonrefundable.

13. Service Connection and Tap-In Fees. In addition to the charges for main extensions or subsequent connections, the customers shall reimburse the Company for its actual, out-of-pocket cost for service connections and tap-ins as provided in Paragraph 2 of Section 3 of this tariff.

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Appendix A

NOTIFICATION OF CUSTOMER RIGHTS

As a customer of Water and Sewer LLC (the "Company"), you have certain rights and obligations. These rights and obligations are spelled out in detail in the standards for water and sewer utilities established by the Public Utilities Commission of Ohio ("Commission") and in the Company's rules and regulations, which have also been approved by the Commission. This Notification of Customer Rights is intended to provide you with a summary of some of the more significant rules and regulations. Copies of the Commission's comprehensive standards and the Company's rules and regulations are available from the Company upon request. You may contact the Company to obtain copies of these documents or for any other purpose, including inquiries, complaints, and to report emergencies, at:

Water and Sewer LLC
3439 West Brainard Road
Suite 260
Woodmere, Ohio 44122
1-800-273-0287 (24-hour number)

Copies of the Commission's standards can also be obtained by contacting the Commission at:

Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
180 East Broad Street
Columbus, Ohio 43266-0573
1-800-686-7826
1-800-686-1570 (TTY Customers)
www.puco.ohio.gov

Complaints:

Complaints as to service or bills should first be directed to the Company by writing or calling the Company at the address or phone number listed above. The Company will investigate your complaint and will report the results of its investigation to you, either orally or in writing, within ten business days of receiving the complaint. If your complaint is not resolved after you have called Water and Sewer LLC, or for general utility information customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or at www.puco.ohio.gov. Residential customers may also contact the Office of the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

Customer Rights:

As a customer, you have the right, among others, to:

- A. Notice that the Company intends to discontinue service and the reason therefore, which includes non-payment of bills, failure to abide by the terms of the Company's tariff, tampering with Company facilities, discharging any type of sewage not stated in the application for service, or the use of service upon any premises not stated in the application for service.
- B. Notice that sewer service will be interrupted;
- C. To see a proper Company photo identification when a Company employee or authorized representative seeks access to your premises; and
- D. To review the Company's rates, rules, and regulations upon request.

Customer Obligations:

As a customer, you are obligated, among other things, to:

- A. Abide by the terms and conditions in the Company's tariff;
- B. Pay your bills when due;
- C. Allow the Company reasonable access to your premises to inspect connections to the Company's system and to investigate complaints.

Service Installation:

The Company will supply sewer service to any customer within its service area who makes an application in writing on forms provided by the Company. Property owners applying for sewer service shall, upon submitting the application, pay a tap-in fee to the Company to reimburse the Company for its cost of connecting service, including the cost of installing the Company service line to the property line if no Company service line has previously been installed. The tap-in fee will not exceed the Company's actual, out-of-pocket cost of connecting service and, where required, of the installation of the Company service line. Upon receipt of the signed application and tap-in fee, the Company will install the Company service line to the property line, where required, and complete the service connection. The Company service line is

the property of the Company and shall be maintained by the Company. The property owner is responsible for the service line from the connection to the Company service line to the premises served.

Billing:

The Company bills its customers on a bi-monthly basis. Bills will be sent to the premises served unless the customer has specified a different billing address on the application for service or subsequently notifies the Company, in writing, that a different billing address should be used. All bills are due and payable within fifteen days from the billing date. All bills shall be mailed no later than the billing date. Bills not paid within fifteen days of the billing date will be considered delinquent and will be subject to a late payment charge of 1.5% based on the amount of current charges only, with no compounding for future delinquencies. Delinquent bills shall also subject the customer to disconnection for nonpayment upon 14 days written notice pursuant to the Company's tariff. Failure to receive a bill does not relieve the customer from responsibility for payment.

Disconnection of Service:

The Company may disconnect service to any customer only for the reasons for disconnection set forth below. The following procedures govern refusals or disconnections of service:

- A. No notice is required for disconnection of service for any of the following reasons:
 - 1. For tampering with any collection main, service line or other appliance under the control of, or belonging to, the Company;
 - 2. For any other violation or failure to comply with the regulations of the Company, which may, in the opinion of the Company or any public authority, create an emergency situation.

- B. The customer will be given not less than twenty-four hours written notice before service is disconnected for any of the following reasons:
 - 1. For the discharge of any type of sewage not stated in the application; or
 - 2. For the use of service upon any premises not stated in the application.

- C. The customer will be given not less than fourteen days written notice before service is disconnected for any of the following reasons:
1. For non-payment of any tariffed charges when due or within any additional period for payment permitted by the Company, or for not making a deposit as required. Disconnection of service for non-payment may not occur prior to fifteen days after the due date;
 2. For any violation of, or failure to comply with, the regulations of the Company other than those stated in Paragraphs A and B above;
 3. For misrepresentation in the application as to any material fact;
 4. For denial to the Company of reasonable access to the premises for the purpose of inspection; or
 5. For violation of federal, state, or local laws or ordinances where such violation affects the provision of utility service by the Company.
- D. Service will not be disconnected to any customer for any of the following reasons:
1. Failure to pay for service furnished to a customer(s) formerly receiving service at the premises, unless the former customer(s) continues to reside at the premises;
 2. Failure to pay for a class of service different from the service provided for the account in question;
 3. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in *bona fide* dispute; or
 4. Failure to pay any charge not specified in the Company's tariff.
- E. If a landlord is responsible for payment of the bill, notice of disconnection of service will be given to the consumer at least ten days before disconnection could occur. In a multi-unit dwelling, written notice shall be placed in a conspicuous place.

- F. The Company shall provide notice of disconnection of service to one additional consenting party, with the customer's written authorization, for those customers desiring such additional notification.
- G. The Company may disconnect service during normal business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday; provided, however, that no disconnection for past due bills or for failure to make a required deposit will be performed after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not regularly performed or available.
- H. Those Company employees who normally perform the termination of service are authorized to either:
1. Accept payment in lieu of termination;
 2. Dispatch an employee to the premises to accept payment; or
 3. Otherwise make available to the customer a means to avoid disconnection.

At the discretion of the Company, such employees may also be authorized to make extended payment arrangements.

- I. The Company will not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health as certified pursuant to this paragraph. Certification shall be made on a form provided by the Company, which must be signed by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified midwife, or local board of health physician and which states that disconnection of service would pose a special danger to the health of the customer or permanent resident of the household. Certification shall prohibit disconnection for thirty days from the Company's receipt of the signed certification form. In the event that service has already been disconnected for nonpayment, the company will restore service if a signed certification form is received by the Company within twenty-one days of disconnection. Certification may be renewed two additional times (30 days each) by providing a new signed certification form to the Company; provided, however, that the total certification period shall not exceed ninety days in any twelve-month period. Certification does not relieve the customer from responsibility for past due amounts owed the company, charges incurred during the certification period,

and, where, disconnection has already occurred, the applicable reconnection charge.

Reconnection of Service:

The Company will reconnect previously disconnected service in accordance with the following procedures.

- A. Unless prevented by circumstances beyond the Company's control, or unless a customer requests otherwise, service will be restored by the close of the following regular business day after any of the following:
 1. Receipt by the Company of the full amount of arrears for which service was disconnected, including payment of the reconnection charge and any required deposit;
 2. The elimination of conditions that warranted disconnection of service; or
 3. Agreement by the Company and the customer on a deferred payment plan and the current payment, if any, required under the plan.
- B. If a customer that has been disconnected for nonpayment wishes to guarantee restoration of service the same day on which full payment is tendered, the customer must notify the Company no later than 12:30 p.m. on that day and make payment in the Company's business office or provide proof of payment. If service cannot be restored until after normal business hours, the customer, in addition to paying the normal reconnection charge, shall also pay any additional costs the Company incurs for restoring service after normal business hours. This additional fee shall be paid at the time the arrangements to restore service are made.
- C. The Company may require a guarantor or deposit as a condition of restoring service, subject to the Commission's rules governing guarantors or deposits. If a guarantor or deposit is required, the Company will provide the customer with a copy of the applicable rules and will administer any deposit in accordance with those rules.

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Appendix A

- D. The Company will not require payment of any portion of the customer's bill that is not more than fifteen days past due, excluding the reconnection charge(s), as a condition of restoring service.

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Suite 260
Woodmere, Ohio 44122

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Appendix B

WATER AND SEWER LLC
3439 West Brainard Road
Woodmere, Ohio 44122
(216) 831-9110
1-800-273-0287 (24-hour number)

APPLICATION FOR SEWAGE DISPOSAL SERVICE

The undersigned (the "Applicant") hereby applies to Water and Sewer LLC (the "Company") for Sanitary Sewer Service.

Applicant's Name: _____

Address: _____

Telephone: (____) _____

Billing Address: _____
(If different) _____

Permanent Parcel Number Desiring Service: _____

Type of Premises:

Residential _____ No. of Rooms _____ No. of Occupants _____

Commercial _____ Type of Business _____ No. of Employees _____

Date Service Connection Desired: _____

Date of Occupancy: _____

Owner of Premises: _____
(If not Applicant)

Has Applicant ever previously received service from the Company? _____

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Suite 260
Woodmere, Ohio 44122

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Appendix B

CREDIT INFORMATION

The Ohio Administrative Code provides that the Company may require an applicant for service to establish financial responsibility. Please provide the following information to enable that the Company can determine if a guarantor or cash deposit will be required as a condition of initiating service.

If you are not the owner of the premises to be served, do you own other real estate within the area served by the Company? _____

Employer: _____

Employer Address: _____

Position: _____

Length of Service: _____

Bank(s): _____

Credit Cards: _____

Previous sewer service providers, if any: _____

If Applicant is a business, credit references: _____

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Suite 260
Woodmere, Ohio 44122

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Appendix B

ACKNOWLEDGEMENT

By signing this application, Applicant agrees to abide by the effective rate schedules, rules, and regulations of the Company as filed with and approved the Public Utilities Commission of Ohio, and acknowledges and agrees that, if Applicant does not comply with the Company's rate schedules, rules, and regulations, including the obligation to make timely payment for the service provided, service may be discontinued in accordance with the requirements of the Ohio Administrative Code and the Company's rules and regulations. Applicant attests that the information Applicant has provided herein is true and correct to the best of Applicant's knowledge.

SIGNING OF THIS FORM BY THE APPLICANT SHALL, IN NO CASE, BE DEEMED TO CONSTITUTE A WAIVER BY THE APPLICANT OF ANY RIGHTS OR PRIVILEGES GRANTED TO HIM/HER BY THE LAWS OR THE CONSTITUTION OF THE STATE OF OHIO OR BY THOSE OF THE UNITED STATES.

Witnesses:

Applicant:

Please Print or Type Name

Signature

WATER AND SEWER LLC

Approved and Accepted

By: _____

Its: _____

Water and Sewer LLC
 3439 West Brainard Road
 Suite 260
 Woodmere, Ohio 44412

PUCO No. 3

Appendix C

BILL FORMAT

SEE BACK FOR IMPORTANT INFORMATION
WATER AND SEWER, LLC
 3439 WEST BRAINARD ROAD, SUITE 260
 WOODMERE, OH 44122
 1-800-273-0267

PRESORTED
 FIRST CLASS MAIL
 U.S. POSTAGE
 PAID
 WOODMERE, OH
 44122
 PERMIT NO. 69

SERVICE TO:			
SERVICE FROM	SERVICE TO	PAST DUE AMOUNT	
SERVICE	PREVIOUS READING	PRESENT READING	CONSUMPTION
SERVICE	DESCRIPTION	AMOUNT	
ACCOUNT NUMBER		SERVICE ID. NUMBER	
DUE DATE	PAY BY DUE DATE	PAY AFTER DUE DATE	

RETURN THIS PORTION WITH PAYMENT

ACCOUNT NUMBER	SERVICE ID. NUMBER
BILL DATE	DUE DATE
PAY BY DUE DATE	PAY AFTER DUE DATE

**PLEASE RETURN THIS PORTION
 WHEN MAKING PAYMENT.
 IF PAYING IN PERSON BRING
 ENTIRE BILL**

PLEASE MAKE CHECKS PAYABLE TO:

WATER AND SEWER, LLC
 3439 WEST BRAINARD ROAD, SUITE 260
 WOODMERE, OH 44122

WATER AND SEWER, LLC
 3439 WEST BRAINARD ROAD, SUITE 260
 WOODMERE, OH 44122
 1-800-273-0267

TYPE OF BILL
 WS - WATER SERVICE SS - SEWER SERVICE
 EST - ESTIMATED BILL FB - FINAL BILL
 MR - METER READING MS - MISC

OFFICE HOURS
 MONDAY THRU FRIDAY
 9:00 A.M. TO 4:30 P.M.
 AMOUNT AFTER DUE DATE
 INCLUDES 1.5% LATE PAYMENT CHARGE

FAILURE TO RECEIVE BILL DOES NOT
 RELIEVE CUSTOMER OF LATE PAYMENT CHARGE

FOR UNRESOLVED INQUIRIES, YOU MAY CALL THE
 PUCO PUBLIC INTEREST CENTER'S
 TOLL FREE NUMBER AT 1-800-686-7826,
 OR HEARING IMPAIRED TDD ONLY 1-800-686-1570

YOUR BILL IS BASED ON THE PUCO APPROVED
 RATES FOUND IN SECTION 2, ORIGINAL SHEET
 NO. 1, IN THE COMPANY'S TARIFF. A COPY OF
 THE RATE SCHEDULE WILL BE FURNISHED
 UPON REQUEST.

**KEEP THIS PORTION FOR
 YOUR RECORDS**

EXHIBIT E

AN IMPORTANT NOTICE ABOUT YOUR WATER SERVICE

On December __, 2009, The Public Utilities Commission of Ohio (PUCO) issued an order in PUCO Case No. 09-1842-WS-UNC granting the application of Water and Sewer LLC ("Water and Sewer") to terminate operations as water-works public utility. This application resulted from an agreement by Water and Sewer, the Village of Richfield, Richfield Township, Summit County, and the City of Cleveland, whereby the Cleveland Water Division will become the provider of water service provider to water customers previously served by Water and Sewer.

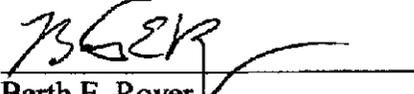
Water and Sewer has been authorized to conduct final water meter readings, and the water portion of your next bill, which will cover service from October 1, 2009 to the date of your final water meter reading, will be the final bill for water service you will receive from Water and Sewer.

Water and Sewer will continue to provide your sewer service at the current fixed bi-monthly flat rate of \$214.90 authorized by the PUCO as a result of Water and Sewer's recent rate case. However, former Water and Sewer water customers will see a reduction in the bi-monthly customer charge component of their bill from \$12.76 to \$6.79.

Questions regarding the substitution of the Cleveland Water Division as your provider of water service may be directed to Water and Sewer at 1-800-273-0287 or to the PUCO by writing to the Public Utilities Commission of Ohio, Service Monitoring and Enforcement Department, 180 East Broad Street, Columbus, Ohio 43266-0573, calling the PUCO Call Center (toll free) at 1-800-686-7826 or 1-800-686-1570 (TTY Customers), or through the PUCO website at www.puco.ohio.gov.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following parties by first class mail, postage prepaid, this 23rd day of November 2009.


Barth E. Royer

Charles T. Riehl
WALTER & HAVERFIELD LLP
The Tower at Erieview
1301 East Ninth Street, Suite 3500
Cleveland, OH 44114-1821

Gregory J. Poulos
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485