



CITY OF GENEVA, OHIO

City Manager's Office
44 North Forest Street
Geneva, Ohio 44041

RECEIVED-DOCKETING

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June 25, 1997

Mr. David A. Schiele
Consumers Ohio Water Company
Lake Erie East Division
1501 Old Harpersfield Road
Geneva, Ohio 44041-0229

95-1076-WW-AIR

RE: Water Meter Readings Agreement

Dear Dave:

Enclosed are two copies of the above stated agreement; both have been executed by the City.
Once COWC has executed both copies, please return a copy to the City.

Please contact me if additional information is needed.

Sincerely,



Craig R. Zins
City Manager

C: OPUC
Nancy Bowdler

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Anna M. [unclear] Date Processed July 1, 1997

AGREEMENT
(Water Meter Readings)

THIS AGREEMENT made and entered into this ____ day of _____ 1997, by and between the CITY OF GENEVA, State of Ohio, with offices located at 44 North Forest Street, Geneva, Ohio 44041 (hereinafter referred to as the "City"), and CONSUMERS OHIO WATER COMPANY (COWC), with offices at 1501 Harpersfield Road, P.O. Box 229, Geneva, Ohio 44041 (hereinafter referred to as "COWC").

WITNESSETH:

WHEREAS, the City desires to undertake the responsibility for directly billing the residents of the City and those customers outside the City who have contracted for sewer service with the City, for the sewer services which it provides; and

WHEREAS, COWC is the privately owned public utility which provides water services to the City sewer customers and possesses data on the volume of water usage by those customers; and

WHEREAS, the data which COWC possesses pertaining to volumes of water used by the City residents and those customers outside the City who have contracted for sewer service with the City, is data that the City requires in order to directly bill customers for sewer use.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF THE SERVICES

COWC hereby agrees to provide the City its routine water meter readings for COWC customers located in the City and those customers outside the City who have contracted for sewer service with the City. These readings shall be provided on a bi-monthly basis. The first set of readings will be delivered to the City on or about **September 20, 1997.**

5/28/97

COWC is providing this routine water meter reading information obtained in accordance with its usual and customary standards for determining customer water consumption as set forth in COWC's tariff and other rules and regulations applicable to COWC. COWC shall not be responsible or liable to the City for data accuracy. COWC will provide the City applicable water meter readings on a high density 3.5" diskette (s) or equal. Other methods of delivery of data may be utilized upon mutual agreement of both parties prior to being provided.

2. FEES

COWC agrees to furnish the City with routine bi-monthly water meter readings obtained by COWC in its ordinary course of determining customer water consumption for residents of the City and COWC customers outside the City who have contracted for sewer service with the City for a fee of \$ 0.95 per meter reading. COWC will also perform special meter readings (readings other than routine bi-monthly readings) for such customers upon request from the City for a fee of \$ 10.00 per final meter reading (reads performed when customer change is made) and \$ 5.00 for all swapped meter reads (reads related when a meter change is required). Any other special requests not included in the above will be charged at current time and material rates plus a 15% markup. COWC will invoice the City for all readings when the bi-monthly meter readings are delivered. The City will pay COWC the amount due within thirty (30) days of invoice receipt. Any late payments will be charged at 1 1/2 %.

3. TERMS

Either party may terminate this Agreement upon giving the other party written notice of termination at least ninety (90) days prior to the termination date. Termination of the Agreement shall not relieve the City from paying COWC all final amounts due. The agreement may be amended or modified at any time by mutual consent.

5/28/97

4. MISCELLANEOUS PROVISIONS

- A. The meter reading information provided by COWC to the City herein is for the purpose of facilitating the calculation of sewer service bills by the City only. Meter reading information pertaining to an individual customer, or information which would directly or indirectly identify the customer shall not be released or used for any other purpose by the City without express consent of COWC and any customer involved.
- B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto.
- C. This Agreement shall be governed by the laws of the State of Ohio.
- D. If any provision of this Agreement shall, for any reason, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but rather shall be enforced to the extent permitted by law.
- E. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

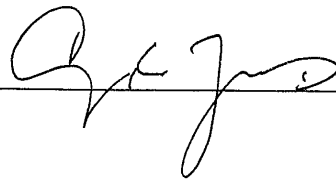
IN WITNESS WHEREOF, the City and COWC have caused this Agreement to be executed by their duly authorized representatives, and of the day and year first above written.

CITY OF GENEVA

In the presence of:

Nancy J. Bowdler

By: _____



CONSUMERS OHIO WATER COMPANY

By: _____
