

Signed Copy

J.P:17m  
10/2/64

5/6/80 cc: Walter Fagalar  
Dennis Shaul

5/8/80 cc: Bill Schultz

WATER SERVICE AGREEMENT

between

THE CITY OF CLEVELAND

and

TWINSBURG TOWNSHIP

WATER & SEWER DISTRICT

THIS AGREEMENT was made and entered into as of the third day of ~~December~~ January, 1968, by and between the CITY OF CLEVELAND, its successors and assigns, through its Mayor by authority of Codified Ordinances of Cleveland, Section 1.2543,

hereinafter referred to as Cleveland, and the Twinsburgh Township Water and Sewer District, its successors and assigns, through its Board of Trustees by authority of Resolution No. 67-2 passed November 6, 1967, (a copy of which is hereto attached and marked "Exhibit A"), hereinafter referred to as the Municipality.

In consideration of the promises hereinafter contained of one party to the other, it is mutually promised and agreed as follows:

(1) DEFINITIONS AND SUBSTITUTIONS OF PARTIES OR UNITS.

The following terms as used in this instrument shall have the meaning set opposite each term respectively below:

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

Wherever a "Commissioner" is designated herein, he shall be a Commissioner of the Department of Public Utilities, City of Cleveland.

"Division of Water" means the Division of Water and Heat of the Department of Public Utilities of Cleveland.

"Trunk Mains" means mains twenty inches (20") or larger in diameter.

"Water" means surplus water not needed by Cleveland for its inhabitants.

In any governmental unit, department, division, body or office referred to in this instrument 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 instrument, than all references to them shall be deemed to include whatever governmental unit, department, division, body or office shall then have powers and duties material to the performance of this agreement, without regard to title or formal designation.

(2) OBLIGATION TO FURNISH WATER.

In accordance with and subject to the terms and conditions of this agreement Cleveland agrees to furnish the Municipality, its inhabitants, commercial businesses and industries, water having at all times the same quality as that furnished by Cleveland to its inhabitants, and as adequate a supply thereof as may be practical in view of the controlling circumstances from time to time existing.

(3) CURTAILMENT OF USE OF WATER.

In accordance with and subject to the terms and conditions of this agreement, the Municipality agrees to curtail the use of water by its consumers throughout any particular part of or throughout its entire area at any time and in any way when so requested by the Mayor of Cleveland, or the Director of Utilities when in the opinion of the Mayor or the Director, there is a shortage of water for distribution in any affected area served by the Division of Water.

(4) DELIVERY.

The Commissioner of Water and Heat shall determine through what system of mains and connections, water shall be actually delivered to any customer.

(5) SERVICE DISTRICTS.

For water supply and rate fixing purposes Cleveland has divided all territory served by it including the territory served hereunder into service districts, into so-called low service, first high, second high, and third high districts. Such areas may be changed without regard to this agreement. Except for the rate change involved in the service area change, such changes shall affect rights and obligations under this agreement only when approved by the parties hereto. The Commissioner of Water and Heat shall have the authority to approve any such changes on behalf of Cleveland, insofar as such changes shall affect this agreement.

(6) RIGHT TO USE OF STREETS.

Cleveland shall have the right to use the easements, streets and other public ways and places of the Municipality for the purpose of laying, extending, maintaining or repairing any and all water mains and appurtenances and doing such other acts as Cleveland shall consider necessary for the delivery of an adequate supply of water to all of its present and potential customers located both inside and outside of the territorial boundaries of the Municipality. Said right shall be subject only to such ordinances, rules and regulations of the Municipality applicable to the furnishing of water or other utility services as do not arbitrarily, unreasonably or unnecessarily impose additional burdens, obligations or limitations upon Cleveland.

(7) RIGHT TO USE OF MAINS, SERVICE CONNECTIONS AND EQUIPMENT.

Cleveland shall have the right to use, extend, tap or connect to any and all trunk mains, distribution mains, equipment and appurtenances now or hereafter owned or controlled by said Municipality without any fees or charges by said Municipality against Cleveland for the exercise of such right.

(8) WATER RATES.

- (a) The charges to be made by Cleveland to the Municipality and to all other customers served by Cleveland hereunder, within the Municipality shall be at the rates provided in Sections 7.210901 and 7.210902 of the Codified Ordinances of the City of Cleveland and as from time to time amended. The consumption of water by the respective customer shall be determined by meters located in accordance with this agreement, said sections, and with any other provisions of the Codified Ordinances of the City of Cleveland or ordinances, rules and regulations of Cleveland applicable thereto. A copy of Sections 7.210901 and 7.210902, is attached hereto and hereby made a part of this instrument, and marked "Exhibit B".

In addition to the foregoing charges, Cleveland will bill and accept payments for the Municipality of such additional charges as the Municipality may set for customers located within its territorial limits. Such additional funds shall be used only for extraordinary repairs, extensions, improvements and obligations of the Municipality in connection with treatment, transmission and distribution facilities for water located within the territorial limits of the Municipality.

- (b) Such charges may be assessed and collected in accordance with the laws of the State of Ohio and the ordinances, rules and regulations of Cleveland, applicable thereto.
- (c) All meter reading and billing expenses will be borne by Cleveland, except as otherwise provided herein.

(9) INTER-CONNECTIONS OF MAINS.

Cleveland shall have the right and privilege to make connections between any and all mains of the Municipality and any or all mains of Cleveland, or any other governmental subdivision, whether for the purpose of providing water service within the Municipality or otherwise, without cost to Cleveland. Should this agreement be terminated and Cleveland is using any of the Municipality's mains, towers, or other water facilities, Cleveland shall have the option to purchase any such appurtenances from the Municipality at historical cost, less accrued depreciation, and the Municipality shall without additional cost provide in such purchase, easements to Cleveland for such mains, towers, or facilities.

(10) USE OF FIRE HYDRANTS.

- (a) The Municipality shall not permit the use of water from hydrants, valves or other openings within said Municipality, unless the use of such water is metered, excepting only in the case of water to be used for the extinguishment of fires and a reasonable use in flushing streets and sewers, or except in cases wherein a valid written permit therefor

has been issued and remains unrevoked. The approval of the Commissioner of Fiscal Control is a prerequisite for all such permits. He shall not approve a permit until the applicant has prepaid for the water which said applicant may reasonably be expected to use under the permit at the rates in effect at the point of use. Permits for water to be used for public improvements will not be valid until approved by the Municipality. The Commissioner of Fiscal Control shall have the power to revoke any permit to protect Cleveland against wastage or for any other reasonable purpose.

(b) For the privilege of connecting each fire hydrant to the Cleveland water supply, and for the right to make use of all water required by the Municipality for extinguishment of fires, flushing hydrants, streets and sewers, said Municipality in addition to other charges based on the use of metered water for any purpose, as above provided, shall pay each year in advance in such manner and at such times as shall be provided in the ordinances or rules and regulations of Cleveland, applicable thereto, the sum of ten cents (\$.10) per fire hydrant.

(c) The Municipality agrees to save Cleveland harmless from any claim for damages arising from any break or leak in any trunk main, main, fire hydrant or pipe in any public street, highway, or easement, until such time as the Division of Water has been notified and has had a reasonable period of time to act thereon.

(11) WATER SHUT-OFF FOR VIOLATION OF AGREEMENT.

Cleveland shall have the right, without preliminary notice, to discontinue serving any customer who fails to pay in full any water bill that is rendered within the period of time set by Cleveland, or who violates any of the provisions of this agreement or any laws, ordinances, rules or regulations of Cleveland that are applicable to the supply of water to him by Cleveland.

(12) MAINS AND DISTRIBUTION SYSTEM.

(a) Ownership. No water shall be furnished to any consumer within the Municipality except through trunk mains, mains, pipes and distribution systems, including pumping stations and storage tanks owned by or dedicated to Cleveland or the Municipality that have been built according to the rules, regulations and specifications of the Division of Engineering, Department of Public Utilities of the City of Cleveland.

(b) Trunk Mains and Extensions. Cleveland shall have the right to use and the duty to maintain, at its own expense, such trunk mains as are now owned by the City of Cleveland and located in said Municipality.

When in the opinion of the Commissioner of Utilities Engineering additional trunk mains, extensions of trunk mains, reservoirs or pumping stations, together with all the necessary appurtenances, are required to properly supply said Municipality or any territory beyond its corporate limits with an adequate

water supply, then such trunk mains, mains, extensions appurtenances, reservoirs, or pumping stations shall be installed and maintained by Cleveland at its expense. For all such purposes, Cleveland is hereby authorized after due notice to the proper officials of said Municipality, to build, operate and maintain such trunk mains, mains, extensions, reservoirs, and pumping stations within the corporate limits of the Municipality, all of which shall be done without any charges to Cleveland for permits, inspection fees, or other charges; provided, however, that Cleveland shall pay for the restoration of areas in which construction is carried on, and provided, further, that if the purpose in carrying on of any of the work referred to in this paragraph is for the benefit of said Municipality, and it becomes necessary to remove or rearrange the property of any other utility, such shall be done by said Municipality, or upon its order, without cost to Cleveland. If the work carried on is not primarily for the benefit of said Municipality and it becomes necessary to remove or rearrange the property of other utilities, said Municipality will cooperate, so far as it legally can without expense to it, in obtaining the rearrangement or removal of such other utilities

(c) Distribution System and Extensions Thereof. All mains, pipe and other equipment of every kind, including pumping stations, for the distribution

within said Municipality of the water supply to the service connections, shall be provided and laid by said Municipality without expense to Cleveland.

(d) Type and Quality of Materials. All pipes and fittings shall either comply with the standard City of Cleveland specifications, or with such specific modifications thereof as have been approved by the Commissioner of Water and Heat. 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 Cleveland within its corporate limits with the exception of the hydrant threads, which shall be national standard threads if so desired by the Municipality. All construction, including sand backfill, shall be equivalent to that required by Cleveland. No better type or quality of materials and construction shall be required by Cleveland in said Municipality than is required in Cleveland.

(e) Maintenance and Repairs by Cleveland. All mains, pipes, valves, valve boxes, hydrants, service connections and their fittings, such as corporation cocks, stop cocks and stop cock boxes in the streets and other public ways and places of said Municipality, including connections extending from any main to a point approximately two feet back of the curb line, which require maintenance arising from the normal operation thereof shall be maintained and kept in repair by Cleveland at its

expense. If any contractor who is employed by the Municipality damages any of the items described in the preceding sentence which are the property of Cleveland, the Municipality shall pay Cleveland for such damage upon receipt of a bill for said damage. In no event will Cleveland be responsible for the replacement of more than one length of pipe in any main, other than a trunk main.

The responsibility of Cleveland shall be limited to damage that is due only to ordinary wear and usage and in no event shall Cleveland be responsible for repairing mains, pipes, and service connections that may be damaged due to being imbedded fully or partly within a sewer, manhole, or catchbasin adjacent to said mains, pipes or service connections, nor shall Cleveland be responsible for the cleaning, relining, or recoating of distribution water mains and pipes. The maintenance of new distribution water mains, pipes, valves, valve boxes, hydrants, service connections and their appurtenances installed by contract, shall be the obligation of the 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. The Municipality shall also arrange for the periodic inspection, painting, and oiling of fire hydrants at its own expense, The Municipality at its own expense shall replace or repair fire hydrants that are damaged in any way by any person.

(f) Plans and Specifications for Extension of Water Mains.

Before laying any distribution mains or placing any fire hydrants, the Municipality shall furnish to the Commissioner of Utilities Engineering for his approval, preliminary plans and specifications for the proposed work in duplicate. Such plans shall show the easements, streets and other public ways and places in which such distribution mains are to be laid, together with the location of all monuments or stakes necessary to establish the center line of such streets or other public ways and shall show the present surface of the same, the established grade thereof, (including cases where the grade is established but the street or public 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. Such plans shall indicate the location of existing or proposed sanitary sewers.

Final plans shall be furnished to the Commissioner of Utilities Engineering in sextuplicate in accordance with the provisions of this agreement, before any such mains, pipes, valves, hydrants and other appurtenances may be laid. Four copies of such plans shall be retained by the Commissioner in the files of the Division of Utilities Engineering. Two copies shall be returned to the Municipality, one of which shall be retained in the files of the office of the engineer of said Municipality.

Unless provided otherwise herein, the City of Cleveland shall not approve the construction of new water mains, extensions thereof, or connections thereto which are to be installed to serve an area that does not have adequate sanitary sewers and sewage treatment facilities; said sewer and facilities must conform to what is generally known as the "No Sewer-No Water Rule" of the City of Cleveland.

Exception to the "No Sewer--No Water" Rule.

If the Municipality desires to have an exception made to the "No Sewer--No Water" Rule the Municipality must first:

- (1) Present to the Director plans for a sanitary sewerage system approved by the State Department of Health; and
- (2) Agree, at the earliest time allowable by law, after request by the Director to compel the making of sewer connections and house extensions as authorized by Ohio Revised Code Section 729.06 or any other pertinent legal authority. If, after the said request is made, the Municipality fails for any reason to take all steps legally available to compel the owners of all lots with access to the sanitary sewerage system to the Municipality to make the said connections, then Cleveland shall have the right to refuse water service to any lots or parcels in the Municipality, including any new applicants for water service.
- (3) Make arrangements, to the satisfaction of the Director, to have the necessary charge for the construction of a sewage disposal facility collected by Cleveland, or by whatever agency of government by which it should properly be collected, and deposited in account for the Municipality until needed by the Municipality for said construction. Said funds shall be held in trust by Cleveland and will be made available to the Municipality, to the extent needed, after the Municipality has contracted for an engineering study for a sanitary sewer system or when the Director is satisfied that the Municipality needs the funds for the said construction. This additional charge shall be collected by Cleveland at the rate of \$ 4.00 per quarter, plus a service charge of \$ .25 quarterly which shall be retained by Cleveland, and shall apply to consumers of Cleveland water in unsewered areas within the Municipality where water mains will be extended as provided in this agreement. Any property owner who applies for Cleveland water on a date which is more than thirty (30) days after it has

been made available to his property shall pay in a lump sum the total amount of the above additional charges which he would have paid had he connected to the water system furnishing Cleveland water as soon as such was made available to the property in question. It shall be the duty of the Municipality to notify the City of Cleveland as to the amount and the effective date due for said charges. Upon advance request by the Municipality, the City shall furnish the Municipality with an annual accounting of the funds so held, with a street-by-street breakdown if so requested.

No plans shall be approved for the laying of new distribution mains nor shall collections be permitted when in the opinion of the Commissioner of Utilities Engineering such action would be detrimental to the safe, dependable, economical or uniform functioning of the water supply system.

Where distribution water mains are to be installed in a street dedicated by the owner to the public and properly recorded, but not accepted by the Municipality, the owner thereof shall grant and record an easement for the full length and width of such street to the Municipality, providing for the installation of water main, service connections and appurtenances, and the maintenance thereof pending future acceptance of the street.

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

(h) Laying Depth. All mains 12 inches or less in diameter and all service connections shall be laid not less than six feet (6') below the established grade of street or other public way measured down to the top of mains or service connections.

Mains 16 inches (16") in diameter shall be laid not less than five feet (5') below the established grade.

(i) Variation in Depth or Location. 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, such installations shall be lowered to the required depth if shallow.

Where the altered or re-established grade is more than two feet (2') above the grade used for such installations, they shall be replaced at the required depth if too deep.

Where a relocation is made of any street or public way, by the Municipality, or with its consent or approval, which will cause 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, such trunk mains, mains, hydrants, service connections or meter vaults shall be replaced within the limits of the relocated street or public way.

Where any dedicated or proposed street, wholly or partly improved with water facilities, is to be vacated by the municipality, or the owner thereof, a notice of such proposed vacation is to be filed with Cleveland before such vacation becomes effective, to determine the extent of alterations required on said existing water facilities that may be necessary due to street vacation and the cost thereof, all of which is to be borne by the Municipality or parties interested in vacation of street.

Cleveland shall pay for all relocations of trunk mains except as otherwise provided herein. Any relocation or alteration of mains 16" or smaller, service connections, fire hydrants, valves, curb cocks, meters or meter vaults in any street or public way for any cause whatsoever shall be at the expense of the Municipality. Should the Municipality be unwilling or unable to make the relocation required, then Cleveland will proceed with the relocation or will pay for such relocation and be reimbursed as hereinafter.

Cleveland shall have the right to increase its water rate to the users in the Municipality in an amount and for a period of time sufficient to collect the cost of such relocation.

(j) Hydraulic Tests. All pipes laid by or for the Municipality shall be tested with hydraulic pressure. The test pressure to be supplied in each case shall be seventy-five (75) pounds per square inch greater than the working pressure, provided, however, that no test pressure shall be less than one hundred (100) pounds per square inch. Such test shall be made for at least one hour in the presence of the engineer of said Municipality and in the presence of a Cleveland inspector.

(k) Connections to Mains. No mains within the Municipality shall be tapped for the purpose of making service connections for the general supply of water to any premises, unless such mains shall be sixteen inches (16") or less in diameter.

No connection will be permitted to any premise not abutting a street or an easement in which a water main is situated.

No more than one building shall be supplied by one service connection. In supplying water to structures such as shopping centers, connected apartment buildings and such other structures that are of such construction that they can be sold as units, the Commissioner of Fiscal Control shall determine what units can be considered.

as one building for the purpose of enforcing one connection per building.

- (1) Payment for Service Connections. All service connections and pipes put in from any main located in a street or other public way or place, for supplying water within said Municipality shall be put in by Cleveland, at the expense of the party ordering the same, up to a point approximately two feet (2') back of the curb line and such installations shall include the stop cocks, valves and boxes for same.

The expense of such installations shall be such as is prescribed in the ordinances and rules and regulations of Cleveland applicable thereto and shall be collected by Cleveland before making the installation.

- (m) Permit for Service Connections. Before a permit is issued by Cleveland for the installation of a service connection, the construction of a meter vault, or both, the applicant requesting the same shall procure a certificate from the Municipality indicating the location and desired size of the proposed connection or meter vault.

Said certificate shall further state that applicant has made satisfactory arrangements with the Municipality for making necessary openings in the street or public highway, excavating trenches, disposal of excavated material, backfilling of trenches with sand, 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 for same at the expense of the applicant, and relieving the City of Cleveland of all responsibility of liability that may arise from the performance of any work by applicant or his contractor.

The 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 the Division of Water 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.

When the use of clean backfill sand is required by the Municipality for the replacement of excavated material from the site of any opening made in a street or public way by Cleveland for the maintenance or repair of water mains, pipes, service connections, valves, hydrants and appurtenances, the cost of said sand shall be at the expense of the Municipality. If Cleveland is obligated under the terms of this agreement to assume the cost of making the repairs required, the resurfacing or repaving of openings made in roadways by Cleveland for such maintenance or repairs shall be made at the expense of Cleveland; otherwise, the resurfacing or repaving of openings made in roadways shall be done at the expense of the Municipality.

On State, County and Federal highways, all necessary permits shall be procured by the Municipality from or through the State or County Highway Department.

(n) Tap-In Charge for Connections to Cleveland-Owned Mains.

Cleveland may install mains in the Municipality when in the opinion of the Commissioner of Utilities Engineering, and due to unusual circumstances, such installation is necessary. Whenever a main 16 inches or less in diameter is constructed in the Municipality by Cleveland, and cost thereof borne by Cleveland, such mains will not be permitted to be tapped for service connections or connecting mains and no permit therefor shall be issued until the owner or applicant for service on the frontage along such main, as a condition precedent to the permission of Cleveland to make such main available for a supply of water to the abutting premises, has paid a tap-in charge representing a fair proportion of the costs thereof.

Said tap-in charge being in addition to established connection charges and in lieu of assessments otherwise payable for a local distribution main undertaken as a public improvement by the Municipality, were it not for Cleveland's permission to tap such main.

Distribution water mains 16 inches or less in diameter installed in any thoroughfare to supply water for properties abutting thereon, shall be complete with fire hydrants, valves and appurtenances and the cost thereof included in the contract price thereof. Before any additional or special fire hydrant shall be connected to such main, the entire cost of such fire hydrant installation shall be paid in advance to Cleveland by the Municipality or the party requesting the installation.

- (o) Extension of Service Connections. No service connections shall be extended from the curb box or valve at the curb to a building until a permit for such extension and a setting of a meter thereon has been issued by Cleveland along with a permit for water to be used for construction purposes. Said permit will be issued only upon written application made to Cleveland with a building permit issued by the Municipality. Where no building is to be constructed on property to be supplied with water, a meter shall be installed in a vault as hereinafter provided. The extension of a service connection from the stop cock box or valve at or near the curb shall be at the expense of the customer, and the pipe must be left uncovered in the trench until it has been tested and inspected by Cleveland. The water shall not be turned on until the pipe has been inspected and approved. The extension of any service connection one inch (1") or less in nominal diameter from the stop cock or valve at the curb to the building shall be made with lead or copper pipe, and the extension of service

connections 1-1/2 and 2-inches in size shall be of heavy brass, copper or extra heavy galvanized wrought-iron pipe. All pipe 3-inches in diameter or over shall be of cast iron or extra heavy galvanized wrought-iron.

(13) Meters.

(a) Meters and Remote Registers Required. Meters and remote registers shall be maintained on all general supply service connections in use within said Municipality and such meters shall be installed before delivery of water through such connections.

(b) Location of Meters and Registers. All 1-inch meters or smaller and registers located on service connections within said Municipality shall be set by Cleveland and shall be located either in vaults or near the curb line, or if, in the opinion of the Commissioner of Fiscal Control, a suitable and satisfactory place shall be available for the meter in the basement or utility room of the building to be supplied with water, the meter shall be located in such basement or utility room. All meters 1-1/2 inch or larger in size shall be located in vaults at or near the curb line. The expense of all water vaults constructed shall be borne by the customer at the flat rates established therefor.

(c) Meter and Register Expenses. Existing meters and registers that do not meet the specifications of Cleveland shall be repaired or replaced by Cleveland at the cost of the customer and assigned to Cleveland. Thereafter, such meter shall be maintained, repaired or replaced by Cleveland without further charge. Where there is an existing approved meter, a remote register shall be installed by Cleveland at the cost of the customer and assigned to Cleveland.

New connections shall be provided with meters and remote registers by Cleveland at the cost of the customer and assigned to Cleveland. Thereafter such meter and remote register shall be maintained, repaired or replaced by Cleveland without further charge.

In cases where, with the consent of Cleveland, the customer is the owner of the meter, the necessary maintenance and repairs will be made by Cleveland at the expense of the customer on the basis of cost of material and labor, plus fifteen per cent (15%) for supervision and overhead charges. In cases where the title to a privately owned meter meeting Cleveland's specifications is transferred to Cleveland without charge therefor, the meter shall thereafter be maintained and repaired at the expense of Cleveland in the same manner as in the case of meter originally installed by Cleveland.

(d) Stolen or Damaged Meters and Remote Registers. Meters and remote registers which have been stolen or damaged by freezing or by heat while in use, shall be paid for by the customer of the premises in accordance with the ordinances and rules and regulations of Cleveland applicable thereto.

(e) Failure to Register Correctly. If any meter in use hereunder shall fail to register correctly within the limitations established in the ordinances and rules and regulations of Cleveland applicable thereto, the customer shall be charged for water at the average daily rate of consumption estimated by the Commissioner of Fiscal Control, as based upon use registered under similar conditions when the meter shall be in good order.

(14) ORDINANCES, RULES AND REGULATIONS.

All laying of mains, extensions of service connections and all plumbing, air condition systems, setting of meters and other work forming a part of the water supply system within said Municipality shall be constructed and maintained in accordance with the ordinances and rules and regulations of Cleveland applicable thereto, including any and all amendments to such rules and regulations from time to time made. All ordinances and rules and regulations of Cleveland now or hereafter applicable to its water system shall apply to all service supplied under this agreement and this agreement shall be deemed for all purposes to include such ordinances, rules and regulations, provided the same are not in conflict with any provisions expressly set forth in this instrument.

Cleveland is also given authority, so far as shall be lawful for said Municipality to do so, to enforce within said Municipality all provisions of this agreement and also to enforce all powers which Cleveland may have, within said Municipality, to prevent or punish pollution of, or injury to, water supplied by Cleveland, or injury to the Cleveland Water Works, or any portion thereof, wherever located, all in accordance with the laws of the State of Ohio, including particularly Section 743.16 of the Revised Code.

(15) INSPECTION AND TESTING.

- (a) Right to Inspect. The Commissioner of Utilities Engineering or his authorized agent, at all reasonable times, shall have the right to inspect any and all materials used, or to be used, in the construction and installation of any part of the water supply system within the Municipality. He shall have unrestricted access to all streets, other public ways or places

of said Municipality, to all parts of the water system of the Municipality, and to all other places where materials or the construction of any parts of the work to be done in accordance with this agreement shall be carried on. He shall be granted by the Municipality all facilities and assistance reasonably required to carry out this work of inspection and testing in a manner satisfactory to the Commissioner of Utilities Engineering. The expense of any inspection of materials shall be borne by the Municipality. Before the installation of any main may proceed, the Municipality shall have a professional engineer set the required line and grade stakes so that the main and appurtenances are placed in the proper location and at the correct elevation.

- (b) Expense of Inspection and Testing. All work of inspection and testing shall be at the expense of the Municipality. Said Municipality shall give a three-day notice to the Commissioner of Utilities Engineering prior to the start of work. The Commissioner of Utilities Engineering will assign an inspector to the job to insure the installation of the main and appurtenances in accordance with the approved plans and specifications. The Commissioner of Fiscal Control will send out weekly invoices to cover the cost of the inspection to the Municipality at prevailing rates. The Municipality shall promptly pay these invoices as the work progresses.
- (c) Record Prints. The Municipality shall require that the professional engineer shall take actual field measurements of the

main during installation and shall furnish the Commissioner of Utilities Engineering or his authorized agent with record prints of the same. The City of Cleveland will require the delivery of such record prints before the final test of the main.

(16) INTERRUPTED SERVICE.

For the purpose of making repairs or connections, Cleveland shall have the right in all emergency cases, without giving notice, to shut off the water temporarily and in all other cases such right may be exercised after giving the Municipality at least twenty-four (24) hours notice, and such temporary discontinuance of the supply shall not impose upon Cleveland any liability or responsibility for damages, if any, resulting from such interruptions. By "emergency cases" is meant cases where it is necessary in the operation of the water system to make connections to mains, cases of repairs made necessary by breakage or failure of equipment to function; and by term "temporary discontinuance" is meant such discontinuance of the supply of water as is reasonably necessary to make such connections or repairs.

(17) SUPPLY OF WATER BY THE MUNICIPALITY OUTSIDE ITS CORPORATE LIMITS.

The Municipality shall not furnish water outside of its corporate limits without the express written consent of the Director, which consent may be withdrawn with thirty (30) days written notice.

(18) TERM.

This agreement shall continue in effect from the third day of ~~December~~ January, 19 68, for a period of one (1) year and thereafter shall continue in effect, subject to cancellation

by either party hereto upon sixty (60) days' written notice to the other.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first above set forth.

CITY OF CLEVELAND

TWINSBURG TOWNSHIP  
WATER AND SEWER DISTRICT

By: Carl H. Allen  
Mayor

By: Sam E. Adams

Chairman

Title

Homer Basom  
Treasurer

Louis Capozzoli  
Acting Secretary

Frank Pantun  
Trustee

Willie Ray  
Trustee

Carlton Powers  
Trustee

Trustee

Trustee

**APPROVED**

John J. Prineas  
ASSISTANT DIRECTOR OF LAW

JAN 13 1968

DATE