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COURT OF COMMON PLEAS  
CLERMONT COUNTY, OHIO

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BARBARA A. WIEDENBEIN  
CLERK OF COMMON PLEAS COURT  
CLERMONT COUNTY, OH

THE CITY OF LOVELAND, OHIO, :  
120 West Loveland Avenue :  
Loveland, Ohio 45140 :

Case No. 2013CVH 986  
( \_\_\_\_\_, Judge)

Plaintiff, :

JUDGE HERMAN

v. :

THE HAMILTON COUNTY BOARD :  
OF COUNTY COMMISSIONERS, :  
138 East Court Street :  
Cincinnati, Ohio 45202 :

**VERIFIED COMPLAINT  
FOR DECLARATORY RELIEF,  
MONEY DAMAGES AND  
MOTION FOR PRELIMINARY  
AND PERMANENT  
INJUNCTION**

and :

THE CITY OF CINCINNATI, OHIO, :  
801 Plum Street :  
Cincinnati, Ohio 45202 :

(Jury Demand Endorsed Hereon)

and :

THE METROPOLITAN SEWER :  
DISTRICT OF GREATER CINCINNATI, :  
1600 Guest Street :  
Cincinnati, Ohio 45204 :

Defendants. :

Plaintiff the City of Loveland, Ohio, a municipal corporation located in Clermont County, Ohio ("Plaintiff" or "City of Loveland") for its Complaint against Defendants the Hamilton County Board of Commissioners, the City of Cincinnati, Ohio ("City of Cincinnati") and the Metropolitan Sewer District of Greater Cincinnati ("MSD") (collectively "Defendants") states as follows:

## NATURE OF THE ACTION

1. This action arises as a result of a dispute between the City of Loveland and Defendants related to their refusal to provide additional sewer tap permits for wastewater and sewer treatment for property located in the corporate boundaries of the City of Loveland. This violates an agreement between the Hamilton County Board of Commissioners and the City of Loveland dated January 30, 1985 (“the 1985 Agreement”) that requires Defendants to provide wastewater and sewer service to the City of Loveland. A copy is attached as Exhibit A. Consistent with the 1985 Agreement, for more than 28 years, Defendants have engaged in a course of conduct in which (i) the members of the Hamilton County Board of Commissioners and employees of MSD have made representations to the City of Loveland through its resolutions, correspondence and the public record that it would provide wastewater and sanitary sewer service for areas located in the corporate boundaries of the City of Loveland; and (ii) MSD has approved hundreds of requests by developers and builders for sewer taps and the installation and service to provide wastewater and sanitary sewer service to properties annexed into the City of Loveland located in Hamilton, Warren and Clermont counties.

2. Now, Defendants are violating the terms of the 1985 Agreement by refusing to issue sewer tap permits for the Phase 3 of the White Pillars Subdivision for the reason that the property was not located in Hamilton County, or was annexed into the City of Loveland after approval of the 1985 Agreement. This is a reversal of a 28 year practice and pattern of conduct of issuing sewer tap permits including more than 130 sewer tap permits in phases 1 and 2 of the White Pillars Subdivision. Defendants’ refusal to issue the permits in Phase 3 of the White Pillars Subdivision by declaring they have no obligation to provide wastewater and sanitary sewer service to any properties annexed after 1985 into the City of Loveland, or properties not

located in Hamilton County, is contrary to their contractual obligations owed to the City of Loveland.

3. As a result of this conduct, the City of Loveland has suffered damages and will continue to suffer immediate and irreparable harm. Therefore, the City of Loveland seeks to have the Court issue an injunction prohibiting Defendants from denying sewer tap permits for Phase 3 of the White Pillars Subdivision.

### **THE PARTIES**

4. Plaintiff City of Loveland, Ohio is an Ohio municipal corporation located in Clermont County whose geo-political borders also extend into Hamilton and Warren counties.

5. Defendant the Hamilton County Board of Commissioners is the duly authorized governing body of Hamilton County, Ohio and is responsible for the oversight of Hamilton County's wastewater treatment plants and sewer system, including those which provide service to the City of Loveland pursuant to the 1985 Agreement.

6. Defendant the City of Cincinnati is an Ohio municipal corporation and is responsible for the management and operation of MSD pursuant to an agreement entered into in 1968 between the City of Cincinnati and the Hamilton County Board of Commissioners (the "1968 Agreement"). A copy is attached as Exhibit B. The City of Cincinnati at all times relevant to the claims alleged here has, and continues to act, as an agent for MSD.

7. Defendant MSD is a county sewer district with the management and operation provided by the City of Cincinnati. MSD provides the wastewater removal and treatment needs for residents in the City of Loveland who are located in Clermont, Hamilton and Warren Counties.

## VENUE AND JURISDICTION

8. Jurisdiction is proper within Clermont County as the City of Loveland is located in Clermont County and the property that is the subject of this action is located in Clermont County. Further, all action taken by the City of Loveland City Council and its agents or officers related to the 1985 Agreement and/or the approval or administration of the 1985 Agreement between the City of Loveland and the Hamilton County Board of Commissioners took place in Clermont County.

9. As permitted by R.C. § 6117.41, *et. seq.*, and as contemplated and provided for by the terms of the 1985 Agreement, MSD provides wastewater and sanitary sewer service to hundreds of households outside of Hamilton County in the City of Loveland in Clermont County making venue appropriate in this action.

## FACTUAL BACKGROUND

### The 1968 Agreement

10. Ohio Revised Code Section 6117.41, *et. seq.*, provides boards of county commissioners in the State of Ohio the right to contract to connect sewers of one county with sewers constructed or to be constructed in another county and to provide for the joint use of such sewers under mutually agreeable terms.

11. Consistent with R.C. § 6117.41, *et. seq.*, the Hamilton County Board of Commissioners and the City of Cincinnati entered into the 1968 Agreement forming MSD anticipating the growth of its service area to location within Hamilton County and within other counties which could include Clermont and Warren counties.

12. Consistent with its anticipation that growth would occur in other counties provided in paragraph XI(2) of the 1968 Agreement, on June 26, 1979 the Hamilton County

Board of Commissioners entered into an agreement with the Warren County Board of Commissioners regarding sanitary sewerage and sewage disposal services in portions of the unincorporated areas of Warren County that border Hamilton County (the “1979 Agreement”). Specifically, the June 26, 1979 agreement related to the construction, operation and maintenance of trunk and local service sewers in the Polk Run Sewer District which is geographically located in both Hamilton and Warren counties.

13. The 1979 Agreement between the Hamilton County Board of Commissioners and the Warren County Board of Commissioners was superseded by a later agreement between the two counties on August 24, 1988.

#### **The 1985 Agreement**

14. On January 22, 1985, the Loveland City Council passed Ordinance No. 1985-4 and Ordinance 1985-5 in which it authorized the Hamilton County Board of Commissioners to proceed with the maintenance, repair and operations of any and all sewer improvements for services within the corporate boundaries of the City of Loveland.

15. On or about January 30, 1985, the Hamilton County Board of Commissioners and the City of Loveland executed the 1985 Agreement which reduced to writing the agreement between the two governmental entities for MSD to provide sanitary sewerage and sewage disposal for the City of Loveland which included areas in Hamilton, Warren and Clermont Counties. This marked the beginning of Hamilton County providing sewer service in Clermont County. *See Exhibit A.*

16. As a result of the passage of Ordinance Nos. 1985-4, 1985-5 and the execution of the 1985 Agreement, the City of Loveland became a part of Hamilton County Sewer District No. 1 and a stakeholder of MSD.

17. The City of Loveland remained the Designated Management Agency for the 208 Facilities Planning Area for sanitary sewers and water quality which includes all of the City of Loveland and surrounding areas, including parts of Warren and Clermont Counties outside the City of Loveland as well as the White Pillars Subdivision that is the subject of this action.

18. The 1985 Agreement provides that the City of Loveland would remain as the owner of the Polk Run Sewer Plant, but would turn over operation of the Polk Run facility and all of Loveland's other sewer assets to MSD in exchange for it providing sanitary sewerage services within the corporate boundaries of the City of Loveland.

19. The 1985 Agreement also provides that MSD will maintain, repair and operate any and all sewer improvements for local service within the corporate boundaries of the City of Loveland.

#### **MSD's Obligations to the City of Loveland**

20. In 1991, then-Loveland City Solicitor Richard Melfi wrote a letter to Cincinnati City Solicitor Fay Dupuis in which he confirmed the obligations and responsibilities of MSD and the City of Loveland under the terms of the 1985 Agreement. A copy of the June 11, 1991 letter is attached as Exhibit C.

21. In the June 1991 letter, Mr. Melfi explained the City of Loveland's position that MSD had a duty and obligation to service the City of Loveland – including any newly annexed territories in the northern portion of the City of Loveland which borders unincorporated portions of Warren County.

22. After the execution of the 1985 Agreement, Defendants honored their obligation to provide sewer services to all properties located in the City of Loveland regardless of whether

they were located in Hamilton County, or annexed after the execution of the 1985 Agreement, in Warren and Clermont Counties.

23. In fact, in a letter dated July 10, 2000, Thomas H. Schwiers, a professional engineer in the MSD Wastewater Engineering Department, sent a letter to RNK Environmental related to a request for sewer services for the Grailville Conference Center located outside the City of Loveland, Clermont County, in which he indicated “[a]t the present time MSD is not accepting flow from outside of its boundaries due to capacity problems,” but then went on to acknowledge in his letter:

**There is an existing agreement between MSD and the City of Loveland which requires the District to accept all flows from within the corporate boundaries of the City of Loveland. If the above-noted property were annexed to the City of Loveland MSD would follow the existing agreement.**

A copy of the July 10, 2000 Letter is attached as Exhibit D (emphasis added).

The property containing the Grailville Conference Center never annexed into the City of Loveland and thus, never received sewer service from Defendants.

24. In a letter dated May 8, 2001 MSD’s Chief Sewer Engineer Edward H. Kesterman, approved the connection of a development located on property annexed to the City of Loveland in Warren County and indicated as part of that approval that it was being done, “[b]ased upon the City of Loveland/MSD agreement.” A copy of that May 8, 2001 letter is attached as Exhibit E.

25. Similarly, in a letter to Hamilton Township Trustee Jackie Terwilleger dated June 18, 2001 in which she sought to obtain sewer service for parts of Warren County outside the City of Loveland, Thomas H. Schwiers, drafted a letter copied to Patrick Karney, then-Director of

MSD and Robert J. Campbell, then-Assistant Director of MSD, in which he made the following representation:

The Metropolitan Sewer District of Greater Cincinnati, MSD, will accept flow from outside of its boundaries if there is capacity at the receiving treatment plant. Prior to MSD accepting the flow an agreement must be executed between the Board of Commissioners of Hamilton County and the Board of Commissioners of the County sending the flow to Hamilton County.

**There is one exception to this general rule and that is if the area outside of Hamilton County is located within the corporate boundaries of the City of Loveland MSD is required to accept the flow due to a 1985 Agreement between the City of Loveland and the Board of Hamilton County Commissioners.**

See Schwiers Letter Dated June 18, 2001 attached as Exhibit F (emphasis added).

26. On April 5, 2002, in a letter dated April 5, 2002, then-Deputy Director of MSD Robert J. Campbell wrote a letter to then-Loveland City Manager Fred Enderle in which he represented to the City of Loveland that MSD had the capacity to provide service to the 71-acres in Hamilton Township, Warren County after it was annexed into the City of Loveland. See April 5, 2002 letter of Robert Campbell attached as Exhibit G.

27. Consistent with this position, MSD has granted hundreds of permits for sewer tap-ins to the MSD sewer system for homes located on land annexed into the corporate boundaries of the City of Loveland after 1985 including, but not limited to, the following developments:

<u>Property</u>	<u>Date</u>	<u>County</u>	<u>Acreage Annexed</u>
White Pillars – Phases 1 and 2	8-13-96	Clermont	84.654
Cedar Woods	8-28-01	Clermont	15.3644
Hermitage Pointe	1-8-02	Warren	15.8172
Glens of Butterworth/ Summit Pointe	1-14-03	Warren	71.445

## Sewage Growth in the City of Loveland

28. After the annexation of property in Warren County that would house the Glens of Butterworth development, MSD notified the City of Loveland that the 8" inch pipe on Maple Avenue in Loveland needed to be increased in size to accommodate this future development. Thereafter, as another indication that MSD anticipated additional growth in the City of Loveland in Warren County, MSD approved the installation of an 24" inch sewer line instead of a 12" inch sewer line at Maple Avenue in the City of Loveland that would allow for service of the Glens of Butterworth project and other areas of future growth located in the City of Loveland, Warren County. The installation of the 24" inch sewer line was larger than was necessary to accommodate development within what was then the corporate boundaries of the City of Loveland.

29. On December 12, 2006, Donald Misrach of Butterworth Glenn, LLC sent a letter to Mr. Schwiers at MSD requesting the conditional approval of sewer availability for the planned development known as the Glens of Butterworth on property in Warren County annexed into the corporate boundaries of the City of Loveland.

30. During this same time period, Glen Brehm of the Hills Land & Development Company was seeking approval from MSD for the development known as Summit Pointe on land in Warren County. On January 24, 2007, Thomas Schwiers sent a letter to Mr. Brehm representing to him, among other things, that (i) the area of potential development known as Summit Point was not currently serviced by MSD sewers, however, future service would be available for 92 two-bedroom condominiums via a mainline extension and (ii) MSD would not install sewers or provide sewer service to this planned development until it was annexed into the City of Loveland. A copy of the January 24, 2007 letter is attached as Exhibit H.

31. At the time the Glens of Butterworth Subdivision was being developed, Loveland City Manager Thomas Carroll requested MSD upsize the sewer interceptor for these projects in conjunction with a road and water line project the City of Loveland planned to undertake in the Spring of 2007.

32. In response to Carroll's request, MSD Executive Director James A. Parrott sent a letter dated June 11, 2007 to Mr. Carroll in which he represented that MSD was changing its position related to its obligations under the 1985 Agreement and would not issue tap permits for the Glens of Butterworth, Summit Pointe, or any further development outside the original boundaries of the 1985 Agreement despite the fact it has already done so on hundreds of other occasions. A copy of the June 11, 2007 letter is attached as Exhibit I.

33. The position outlined in Mr. Parrott's June 11, 2007 letter represented an unexpected reversal of nearly 22 years of policy, practice and representations made by MSD to the City of Loveland and third parties regarding its rights and obligations under the 1985 Agreement.

34. In response to Parrott's June 11, 2007 letter, the City of Loveland objected to this position taken by Mr. Parrott on behalf of MSD, and insisted MSD honor its contractual obligation to provide sewer service to the City of Loveland under the terms of the 1985 Agreement.

35. MSD ultimately issued the permits for the Glens of Butterworth and the development was sewerred by MSD even though it was located in Warren County on property annexed into the City of Loveland after the 1985 Agreement was signed by the parties.

36. Thereafter, despite having taken the position articulated by Mr. Parrott in his June 11, 2007 letter, more than a hundred additional sewer tap permits were issued by MSD for

properties annexed after 1985 into the City of Loveland in Warren and Clermont counties, from June 11, 2007 until May 29, 2013. In fact, more than 133 sewer tap permits have been issued for homes located in Phase 1 and 2 of the White Pillars Subdivision.

37. On May 29, 2013, Robert Rothbert of Abercrombie & Associates, Inc., received a letter from Peter Caldwell at MSD denying conditional approval of sewer availability for the planned development by The Drees Company (“Drees”) of Phase 3 of the White Pillars Subdivision because it was on property annexed into the corporate boundaries of the City of Loveland. That letter, which reiterated the position taken by Mr. Parrott in 2007, indicated that approval for the sewer taps could not be granted until a “working agreement for the expansion of MSD sewers in the City of Loveland” was negotiated and approved by the Hamilton County Board of Commissioners. A copy of that May 29, 2013 letter is attached as Exhibit J.

38. The position articulated by Mr. Parrott in his June 11, 2007 letter and the position taken by MSD in their May 29, 2013 letter to Mr. Rothbert are contrary to the obligations owed by Defendants to the City of Loveland in the 1985 Agreement.

39. Drees plans to begin construction of Phase 3 of the White Pillars Subdivision in August 2013, but will not be able to do so until this matter related to the sewer service is resolved.

#### **The City of Loveland’s Reliance As To Statements Made By Defendants**

40. If Phase 3 of the White Pillars Subdivision is not able to be constructed because Defendants will not authorize sewer tap permits, the City of Loveland will sustain monetary damages as a result of the defaults by Defendants.

41. In addition to the City of Loveland, several builders and developers, including the Drees Company, have taken steps toward development including the purchasing of real property

within Phase 3 of the White Pillars Subdivision and engaged in construction based on representations by Defendants that sanitary sewerage and sewage disposal services would be provided by Defendants for their planned residential housing developments.

**COUNT I**  
**(Breach of Contract)**

42. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 to 40 as if fully set forth herein.

43. On or about January 30, 1985, the Hamilton County Board of Commissioners and the City of Loveland executed the 1985 Agreement which reduced to writing the agreement between the two governmental entities for MSD to provide sanitary sewerage and sewage disposal for the corporate boundaries of the City of Loveland.

44. The 1985 Agreement constitutes a legally binding contract between Plaintiff and Defendants.

45. The proposed development known as Phase 3 of the White Pillars Subdivision is located within the corporate boundaries of the City of Loveland.

46. Defendants have refused to issue sewer tap permits for property located in Phase 3 of the White Pillars Subdivision despite the fact that the proposed development is located within the corporate boundaries of the City of Loveland.

47. By refusing to issue tap permits for Phase 3 of the White Pillars Subdivision, or any further development outside the geographic boundaries of the City of Loveland as they existed at the time the 1985 Agreement was executed, Defendants have breached their contractual obligation to provide sanitary sewer service to the City of Loveland contained in the 1985 Agreement.

48. Defendants' breach of the 1985 Agreement and their refusal to provide sanitary sewerage and sewage disposal for the corporate boundaries of the City of Loveland, including Phase 3 of the White Pillars Subdivision, will cause damage to the City of Loveland and others.

49. Defendants' breach has resulted in damages to the City of Loveland in an amount that exceeds the minimum jurisdictional limits of this Court.

**COUNT II**  
**(Promissory Estoppel)**

50. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 to 48 as if fully set forth herein.

51. The City of Loveland was induced by Defendants and relied to its detriment and undertook certain actions including annexing, installing sewer lines and supporting the development of the White Pillars Subdivision, whose geographic area includes and anticipates Phase 3 of the White Pillars Subdivision development being constructed, based on a reasonable belief it could rely upon the representations of Defendants and the belief that Defendants would fulfill their contractual obligations under the terms of the 1985 Agreement.

52. Plaintiff relied to its detriment on the repeated written and oral representations of Defendants that they intended to fulfill their contractual obligations owed to the City of Loveland and provide sanitary sewerage and sewage disposal services to all areas within the corporate boundaries of the City of Loveland as required under the terms of the 1985 Agreement.

53. As a result of such reliance on the representations and conduct of Defendants, the City of Loveland has suffered, and will continue to suffer, damages that exceed the minimum jurisdictional limits of this Court.

**COUNT III**  
**(Injunctive Relief)**

54. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 to 52 as if fully set forth herein.

55. Defendants have contractual obligations to provide sanitary sewerage and sewage disposal for customers located within the corporate boundaries of the City of Loveland, including any properties annexed into the City of Loveland, pursuant to the terms of the 1985 Agreement affirmed by numerous written and verbal statements of Defendants and their authorized agents and representatives affirming its written contractual obligations to do so.

56. As a direct and proximate result of Defendants' actions, the City of Loveland has sustained serious and irreparable damages and will continue to suffer such damages in an amount to be determined at trial that exceeds the jurisdictional limit of this Court.

**COUNT IV**  
**(Declaratory Judgment under R.C. §2721.01, *et. seq.*)**

57. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 to 55 as if fully set forth herein.

58. Plaintiff and Defendants are interested parties under a written contract (*i.e.*, the 1985 Agreement), who dispute the alleged rights, duties, interests, and obligations of the parties under the contract.

59. Pursuant to Ohio Revised Code §§ 2721.01 *et seq.*, Plaintiff is entitled to a declaration from this Court, declaring that the 1985 Agreement is a binding contract and that Plaintiff has fulfilled all obligations thereunder owed to Defendants.

60. Pursuant to Ohio Revised Code §§ 2721.01 *et seq.*, Plaintiff is entitled to a declaration from this Court, declaring that under the terms of the 1985 Agreement, Defendants

are required to provide sanitary sewerage and sewage disposal for the corporate boundaries of the City of Loveland.

61. Pursuant to Ohio Revised Code §§ 2721.01, *et seq.*, and in the alternative, Plaintiff is entitled to a declaration from this Court, declaring that they are immediately entitled to have permits issued by MSD for the installation of taps for sanitary sewerage and sewage disposal services for Phase 3 of the White Pillars Subdivision and any future properties annexed into the corporate boundaries of the City of Loveland regardless of what county in which it is geographically located.

WHEREFORE, Plaintiff the City of Loveland, Ohio demands the following relief:

A. Judgment against Defendants for damages sustained as a result of Defendants' conduct as a direct and proximate result of Defendants' conduct described herein in an amount that exceeds the jurisdictional limit of this Court.

B. An Order from this Court, ordering that Defendants the Hamilton County Board of Commissioners, the City of Cincinnati and MSD (including their agents, representatives and/or employees) be preliminarily and permanently enjoined from (i) denying permits for the installation of wastewater and sanitary sewers for the remaining lots located within Phase 3 of the White Pillars Subdivision and all other areas located within the corporate boundaries of the City of Loveland until this Court has made a ruling as to the obligations of the parties under the terms of the 1985 Agreement.

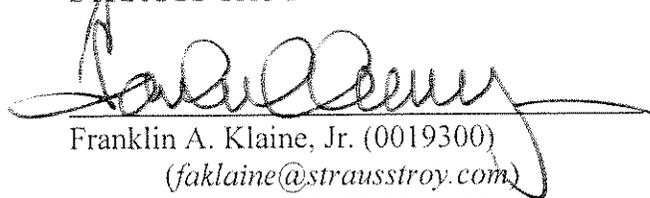
B. Reasonable attorney fees and costs associated with this litigation.

C. Such additional relief, legal or equitable, to which they may be entitled.

Dated: June 21, 2013

Respectfully submitted,

STRAUSS TROY



Franklin A. Klaine, Jr. (0019300)  
(faklaine@strausstroy.com)

Matthew W. Fellerhoff (0064005)  
(mwfellerhoff@strausstroy.com)

Joseph J. Braun (0069757)  
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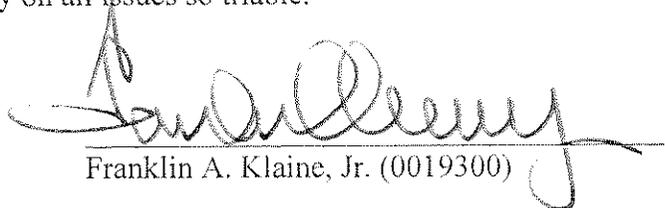
The Federal Reserve Building  
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Cincinnati, OH 45202-4018  
Telephone: (513) 621-2120  
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*Attorneys for Plaintiff  
The City of Loveland, Ohio*

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**JURY DEMAND**

Plaintiff demands a trial by jury on all issues so triable.

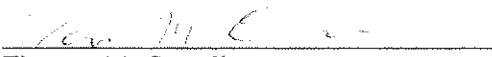


Franklin A. Klaine, Jr. (0019300)

**VERIFICATION**

STATE OF OHIO            )  
                                          )SS:  
COUNTY OF CLERMONT )

Thomas M. Carroll, being first duly sworn according to law, deposes and says that he is the City Manager for the City of Loveland, Ohio, that he has read the foregoing Verified Complaint for Injunctive Relief and for Damages, and that the statements contained therein are true and correct, to the best of his knowledge, information, and belief. So far as upon information and belief, he further states that he believes the information to be true.

  
\_\_\_\_\_  
Thomas M. Carroll

Sworn to before me and subscribed in my presence on June 21, 2013.

  
\_\_\_\_\_  
Notary Public

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**OFFICIAL SEAL  
MISTY CHESHIRE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG. 31, 2015**



A G R E E M E N T

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of January, 1985, by and between the City of Loveland, Ohio (the "City") and the Board of County Commissioners of Hamilton County, Ohio (the "Board")

W I T N E S S E T H:

WHEREAS, the Board did, by resolution adopted December 4, 1963, provide for the completion of the consolidation of sewer districts and other areas of Hamilton County into Hamilton County Sewer District No. 1, pursuant to Chapter 6117 of the Ohio Revised Code; and

WHEREAS, a copy of said Resolution was presented to the City and received by the City Manager of the City of Loveland; and

WHEREAS on January 22, 1985, by Ordinance No. 1985-4, of the City, the City consented to the completion of the consolidation of sewer districts and other areas of Hamilton County into Hamilton County Sewer District No. 1, as set forth in the Resolution of this Board adopted December 4, 1963; and

WHEREAS, on January 22, 1985, by Ordinance No. 1985-5, of the City, the City authorized the Board to proceed with the maintenance, repair and operation of any and all sewer improvements for local service within its corporate limits; and

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WHEREAS, by Resolution adopted January 30, 1985, the Board accepted Ordinance No. 1985-4 and Ordinance No. 1985-5; and

WHEREAS, the City of Loveland currently bills and collects for sewerage service provided for its residents;

NOW, THEREFORE, BE IT AGREED by and between the City of Loveland and the Board of County Commissioners of Hamilton County, Ohio:

SECTION 1. Operation of System; Ownership of Sewer Systems; Additional Improvements. The Board agrees to maintain, repair and operate the existing sewer system of the City as part of Hamilton County Sewer District No. 1 through the Metropolitan Sewer District ("MSD") which is operated by the City of Cincinnati Department of Sewers under an exclusive agency agreement in accordance with Chapter 6117 and Section 307.15, Ohio Revised Code.

All existing facilities and improvements at the date hereof constituting part of the sewer system currently owned and operated by the City shall continue to be owned by the City and title thereto shall remain in and with the City, but all such facilities shall be maintained, kept in good repair and operated by the Board.

All future local sewer improvements in the City after the effective date hereof will be constructed and financed by the City. All future trunk sewer improvements, interceptors

(except for the Kealhoffers Run Interceptor described in Section 2 hereof) and treatment plant improvements shall be provided by the Board.

All future easements after the effective date hereof shall be acquired by the Board in the name of the Board.

It is acknowledged and agreed that the existing City sewage treatment plant has excess capacity and that the City is within the area covered by the Polk Run Sewer System which is subject to an assessment in the form of a tap-in charge not in excess of \$1,000.00 per equivalent single family unit based on Ohio EPA design criteria (the "Polk Run Assessment"). Such excess capacity in the existing City sewage treatment plant is approximately 240 equivalent single family units.

It is agreed that City residents will not be subject to the Polk Run Assessment until the excess capacity of approximately 240 equivalent single family units has been taken up by City residents in the form of new sewer taps although all new users in the City will be subject to permit fees imposed by MSD. One year after the effective date of this Agreement the flow at the treatment plant will be reviewed to check and determine the excess capacity at the treatment plant stated in terms of equivalent single family units which shall be the basis of the number of taps which can be made without payment of the full Polk Run Assessment. No flow from Polk Run will be diverted to the Loveland Plant until the expansion to said plant is completed.

At the effective date of this Agreement the City shall turn over to the Board all City records with respect to the City Sewer System, tap permits and any related material.

The Board agrees that all sewer system improvements owned by the City and operated by the Board will be used exclusively for sewer system purposes. The Board further agrees that the two acre tract outside the dike next to the existing sewage treatment plant may be used for plant expansion and storage during the time of constructing improvements to the sewage treatment plant.

It is agreed that all equipment purchased from sewer funds shall be turned over to the County and any equipment not necessary for the operation of MSD shall be made available to the City at the current market value as determined in an independent appraisal satisfactory to the Board and the City.

It is agreed that the four sewer system employees of the City will become employees of the City of Cincinnati, Department of Sewers, Agent for the Board in the management of MSD at the effective date of this agreement and that such employees shall be immediately covered by the City of Cincinnati health plan irrespective of any waiting periods otherwise applicable prior to membership in the City of Cincinnati health plan.

SECTION 2. Kealoffers Run Interceptor. The Kealoffers Run Interceptor, currently being planned by the

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City shall be constructed and completed by the City at the expense of the City using available City funds, including, community development funds and funds in the Sewer Capital Improvement Fund of the City.

The City shall prepare the plans for the Kealhoffers Run Interceptor which shall be based on MSD requirements and submitted to MSD for review. MSD shall provide inspection of Kealhoffers Run Interceptor during construction without charge to the City.

SECTION 3. City Sewer Capital Improvement Fund. The existing Sewer Capital Improvement Fund of the City shall be maintained by the City and remain under the exclusive control of the City until December 1, 2003.

Until December 1, 2003, the City shall be entitled to the use of all income from the Sewer Capital Improvement Fund and may use funds on deposit therein for paying part of the costs of the Kealhoffers Run Interceptor or other sanitary sewer improvements as may be requested by the City and approved by the Board upon the recommendation of MSD. However, under no conditions will the balance of this fund fall below the amount of the debt (authorized by Loveland Ord. 1974-5) which is assumed by the Board at the time of the merger.

An independent certified public accountant acceptable to the Board and the City, shall determine the balance in the

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Capital Improvement Fund on an accrual basis as of the effective date of this Agreement. The balance in the Sewer Capital Improvement Fund as of the effective date hereof, as calculated by such independent certified public accountant, shall be transferred to the Board on December 1, 2003, less expenditures made by the City for part of the Kealoffers Run Interceptor or other sanitary sewer improvements as may be requested by the City and approved by the Board upon the recommendation of MSD.

After transfer of the balance in the Sewer Capital Improvement Fund on December 1, 2003 to the Board, the Board shall use such balance (less an amount equal to expenditures made by the Board for capital improvements to the sewerage system in the City from the effective date hereof to December 1, 2003) only for capital improvements to the sewerage system in the City.

SECTION 4. Rates and Charges; Collections. The Board and the City agree that the City shall collect charges for use of the sewerage system in the City on the following basis:

- (a) The City shall prepare and issue the bills monthly and collect the sewerage service charge in accordance with subparagraph (d) below, and shall account to the Treasurer of the City of Cincinnati (as agent for the Board) quarterly,

on or before the first day of each quarter commencing May 1, 1985; provided, however, that billings for sewerage services rendered by the City prior to the effective date hereof shall be paid to the City for sewerage services rendered by the City regardless of the date of billing or collection.

- (b) The Board, or its duly authorized agents, shall be entitled at all times to inspect the records of the City with reference to the amounts of water consumed upon any premises served by the sewerage system.
- (c) As reimbursement and compensation in full for the billing and collecting services, the City shall be entitled to retain seven percentum (7%) of sewerage service charges actually collected on a monthly basis.
- (d) The rates to be billed for sewerage service shall be those rates, calculated on a monthly basis, established by the Board, which rates may be modified by said Board from time to time.
- (e) The rates for sewerage service shall be uniform throughout the service area of the Sewer District.
- (f) After December 1, 2003, the City may elect to convert from a monthly billing basis to a

quarterly billing basis after reasonable notice to the Board; after such election, all rates would be at the quarterly rates established by the Board, as modified by the Board from time to time.

SECTION 5. Time of Taking Effect. This Agreement shall be effective for all purposes on the first day of March 1, 1985.

SECTION 6. Invalidity of Any Provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

SECTION 7. Execution in Counterparts. This Agreement may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Board of County Commissioners of Hamilton County, Ohio, has caused this Agreement to be executed in its name and behalf by the County Administrator, thereunto duly authorized; and the City of Loveland, Ohio has

caused this Agreement to be executed in its name and on its behalf by its City Manager, thereunto duly authorized, as of the day and year first above written.

FOR THE BOARD OF COUNTY  
COMMISSIONERS OF HAMILTON  
COUNTY, OHIO

APPROVED AS TO FORM

*R. C. Mitchell*  
PROSECUTING ATTORNEY

*Donald J. [Signature]*  
County Administrator

CITY OF LOVELAND, OHIO

*Wayne [Signature]*  
City Manager



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A G R E E M E N T

THIS AGREEMENT, entered into this 14th day of April, 1968 between the City of Cincinnati, Ohio, a municipal corporation, (hereinafter referred to as CITY) and the Board of County Commissioners of Hamilton County, Ohio (hereinafter referred to as COUNTY).

WITNESSETH:

WHEREAS, the Board of County Commissioners of Hamilton County has, since 1924, established sewer districts in accordance with Chapter 6117 of the Ohio Revised Code and earlier comparable statutory provisions of the Ohio Code, and constructed and otherwise acquired sanitary trunk sewers throughout the county, and, as a result, this date owns, operates, and maintains a system of sanitary trunk sewers; and

WHEREAS, the Board of County Commissioners did, on February 1, 1955 consolidate all the previously established sewer districts into a single county sewer district known as "Hamilton County Sewer District No. 1"; and

WHEREAS, the Board of County Commissioners did, on December 4, 1968 complete the consolidation of previously established sewer districts and expand the boundaries of Hamilton County Sewer District No. 1 to include all other unincorporated areas of the county; and

WHEREAS, the City of Cincinnati has, by Ordinance No. 116-10-1968 adopted 116-10-1968, consented to be a part of Hamilton County Sewer District No. 1 pursuant to Section 6117.03 of the Ohio Revised Code, and granted to the county the sole and exclusive use of all sanitary sewers and sewage disposal facilities of the City as a part of the county sewer system; and by the same ordinance did also authorize the Board of County Commissioners to proceed with the construction and the maintenance, repair, and operation of any sewer improvement for local service within the City of Cincinnati, pursuant to Section 6117.04, ORC; and

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio did, on April 10, 1968, adopt a resolution in which the City of Cincinnati, Ohio was accepted into Hamilton County Sewer District No. 1, and in which the Board accepted the authorization for the construction, maintenance, repair, and operation of any sewer improvement for local service within the City of Cincinnati, Ohio, pursuant to Section 6117.04, ORC; and

WHEREAS, the City of Cincinnati, Ohio by Ordinance No. 116-10-1968 adopted April 10, 1968, did assign all its right, title, and interest in twenty-three (23) metropolitan sewage disposal contracts to the Board of County Commissioners of Hamilton County, Ohio and the said Board of County Commissioners did, on April 10, 1968 adopt a resolution in which it accepted the assignment of the said twenty-three (23) metropolitan sewage disposal contracts; and

WHEREAS, the Board of County Commissioners of Hamilton County did, on April 10, 1968 adopt a resolution changing the official name of Hamilton County Sewer District No. 1 to "THE METROPOLITAN SEWER DISTRICT OF GREATER CINCINNATI"; and

WHEREAS, the County, in accordance with Section 133.06, Ohio Revised Code, has issued three (3) issues of Sewer Revenue Bonds in the principal amount of \$1,430,000 for the purpose of constructing county sewage treatment plants, and the City has issued bonds for sewer purposes, in an amount outstanding as of January 1, 1968 of \$22,960,000, all of which issues of bonds shall be subject to the provisions of this agreement and all of the debt service for which bonds are proposed to be paid from the revenues of the sewer system; and

WHEREAS, it is deemed to be in the interest of the City and the County for the Board of County Commissioners to enter into an agreement with the City of Cincinnati wherein the City of Cincinnati would agree to provide a total and complete management service for the operation of the county sewer system; and

WHEREAS, Section 307.15 et seq authorizes the Board of County Commissioners to contract with the City and the City to contract with the Board of County Commissioners to provide such services;

NOW THEREFORE, BE IT AGREED:

#### SECTION I - DEFINITIONS

1. The term "sewer district" shall mean The Metropolitan Sewer District of Greater Cincinnati.
2. "County" shall mean the County of Hamilton, Ohio.
3. "Commissioners" shall mean the Board of County Commissioners of Hamilton County, Ohio.
4. "City" shall mean the City of Cincinnati, Ohio.
5. "Council" shall mean the Council of the City of Cincinnati.
6. "Sewer System" shall mean all sanitary and combined sewers, sewer improvements and extensions, pumping stations, sewage treatment plants and facilities of the County, including those sewers and sewage treatment plants of the City, the sole and exclusive use of which has been granted and conveyed to the County, to be operated, maintained, extended and improved in the sewer district.
7. "Department" shall mean the Department of Sewers of the City of Cincinnati specifically created for the administration of this agreement.
8. "Revenues" shall mean all monies obtained or derived from the Sewerage Service Charge, Sewerage Surcharge, tap charge, permits, pumping charge, package plants, license fees and such other charges as may be levied.

#### SECTION II - PURPOSE OF AGREEMENT

1. The purpose of this Agreement is to set forth the terms and conditions under which the City will undertake the management and operation of the district for and on behalf of the Commissioners. In entering into this Agreement, it is the intent of the Commissioners to constitute the City as the sole management agency for the operation and maintenance of the sewer system, subject to the exclusive control and direction of the Commissioners as provided herein.

#### SECTION III - TERM OF AGREEMENT

1. This Agreement shall be in full force and effect for a fifty (50) year period beginning May 1, 1968, and thereafter extended for additional periods of time as are mutually agreed upon by the County and the City. During the term of this Agreement, the City will be the sole management and operating agency for the sewer system of the district.

#### SECTION IV - AUTHORITY OF THE COUNTY COMMISSIONERS

1. As provided by Sections 6117.01 and 133.06, O.R.C., authority and control of the sewer system of the sewer district shall remain vested in the Commissioners including, but not limited to, the major responsibilities of fixing sewerage service charges, adopting Rules and Regulations and approving capital improvement programs, and undertaking the necessary legislation therefor.

## SECTION V - IMPLEMENTATION OF COMMISSIONERS' AUTHORITY

### 1. Establishment of Sewerage Service Charges

- a. The Commissioners agree that, as of May 1, 1968, they will establish a schedule of uniform sewerage service charges for all users of the sewer system in the sewer district which shall be the same in every respect as the sewerage service charges currently in effect within the City of Cincinnati.
- b. After reviewing the operation of the sewer system and the schedule of service charges, and on or before November 15, 1968, and at such subsequent time as it deems necessary, the City shall submit to the Commissioners a proposed revised schedule of sewerage service charges, if necessary, to be charged all users of the sewer system. The Commissioners shall, after a public hearing thereon, adopt, or modify and adopt, the schedule of sewerage service charges which shall be applicable on all users of the sewer system and shall be effective January 1, 1969. The schedule of sewerage service charges may be amended from time to time by the Commissioners, or by the Commissioners upon recommendation of the City, after public hearing.
- c. The sewerage service charges and revenues from the sewer system shall at all times be at least sufficient to pay all reasonable expenses of operation and maintenance of the sewer system, the debt service charges of all sewer bonds of the County and City presently outstanding or to be hereafter issued payable from sewer revenues, and to provide an adequate reserve required for the payment of such bonds and for replacements, improvements and other necessary requirements of the sewer system.

### 2. Adoption of Rules and Regulations

- a. On or before October 1, 1968, the City shall prepare and submit to the Commissioners a proposed set of revised Rules and Regulations for the operation of the district, as provided by Section 6117.01 of the Ohio Revised Code.
- b. The Commissioners shall hold a public hearing thereon and shall adopt, or modify and adopt, a set of revised Rules and Regulations for the operation of the district which shall become effective no later than January 1, 1969. Rules and Regulations may be amended from time to time by the Commissioners, or by the Commissioners upon recommendation of the City, after public hearing.

### 3. Capital Improvement Programs

- a. On or before April 1 of each year, the City shall prepare and submit to the Commissioners a capital improvement program of sewer construction projects for the five-year period beginning July 1st of the year next ensuing. The capital improvement program shall contain all projects to be constructed, by descriptive title, estimated cost and method of financing, and year proposed for construction, except projects for local or lateral sewers which may be initiated by petition or otherwise and paid in full from the levy and collection of special assessments against benefited property.
- b. The Commissioners shall hold a public hearing on the capital improvement program as submitted and, no later than June 1st, shall adopt, or modify and adopt, the capital improvement program for the sewer system.
- c. The list of projects programmed for the first year of the five-year program, upon adoption, shall be controlling as to capital improvement expenditures during the ensuing year, beginning July 1st.

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- d. The procedure for submission and adoption of a capital improvement program shall be repeated annually, on or before the dates proscribed above.

#### SECTION VI - FACILITIES, EQUIPMENT, AND PROPERTY

1. The Commissioners hereby agree to transfer absolute title to the City for all office furniture, office equipment, surveying equipment, construction equipment, sewer maintenance equipment, and Sanitary Engineering Department vehicles needed by the City for the management of the sewer system. In the event of termination of this Agreement, title to the furniture and equipment herein conveyed to the City shall remain with the City.

#### SECTION VII - TRANSFER OF PERSONNEL

1. The City agrees it may accept and employ all personnel who will be made available by the County's Sanitary Engineering Department. The City agrees that personnel transferred will be placed in the City's classification and pay plan at levels which approximately correspond to their present classification, salary, and skills.
2. The City agrees that earned vacation and earned sick leave, as of May 1, 1968, will be transferrable with the employee.
3. The City agrees that County personnel transferring to City status will have the option of continuing in the Public Employees' Retirement System of the State, or joining the Cincinnati Retirement System upon payment by the employee of all prior service liability as determined by the Board of Trustees of the City Retirement System.
4. The County agrees that, after transfer to City employment, employees will be completely subject to the City's personnel Rules and Regulations and all prior commitments shall be null and void.

#### SECTION VIII - AUTHORITY AND RESPONSIBILITY OF THE CITY

Subject to the authority vested in the Board of County Commissioners of Hamilton County, Ohio by the provisions of Section 6117.01 to 6117.04, inclusive, Ohio Revised Code, and Section 133.06, Ohio Revised Code, the City agrees to do all things necessary to manage and operate the Metropolitan Sewer District of Greater Cincinnati in an efficient and businesslike manner, including but not necessarily limited to, the following functions:

1. Plan, design, contract for, and supervise the construction of all sewers in the scope of this Agreement, sewage pumping stations, and sewage treatment facilities within Hamilton County, including special assessment improvements, but not for those facilities for which the various municipalities in the County have the legal authority to design and construct.
2. Draft all necessary legislation, compute tentative and final revised special assessments, where necessary, for the aforementioned sewerage facilities and submit same to the Commissioners for consideration and approval and/or passage.
3. Recommend the method or methods of financing the aforementioned sewerage facilities.
4. Maintain and operate all sanitary and combined sewers, sewage pumping stations and sewage treatment facilities as are now, or may become a part of the sewer systems, except as hereinafter noted under Section XII of this Agreement.
5. Review and approve the design and construction of all sanitary sewers, sewage pumping stations and sewage treatment facilities connected either directly or indirectly into the sewerage facilities of the sewer district. The review and approval of storm drainage facilities and water line improvements are specifically excepted from this Agreement.

6. Issue tap permits for all connections to all sanitary or combined sewers, whether made directly or indirectly into sewers or sewerage facilities operated in the sewer district.
7. Prepare and maintain all sewer records and record drawings.
8. Bill and collect sewerage service charges and surcharges, and other approved charges, permit fees, license fees, as may be necessary, except for special assessments.
9. Establish and maintain a cost accounting system for the sewer system and furnish to the Commissioners, appropriate governmental agencies, and Trustees for County revenue bonds such financial statements as are required.
10. Receive and account for all monies which are a proper function of the sewer system.
11. Advertise, purchase, let contracts, and make payments for all equipment, materials and services necessary for the management of the sewer system in the manner required by law.
12. Maintain all property utilized for sewer facilities of the sewer system.
13. Obtain all easements required for the purposes of the sewer system.

SECTION IX - TRANSFER OF FUNDS AND DEBTS

1. As of the effective date of this Agreement, the City agrees that it will provide for and maintain, under appropriate designation, the necessary accounts required by the resolutions and trust agreements of the County securing the three (3) issues of Sewer System Revenue Bonds of the County authorized by Section 133.06 of the Ohio Revised Code. County funds on hand in these accounts as of May 1, 1968, shall become subject to the management of the City and shall be transferred by the County to the City for deposit in the new City accounts. The City agrees that it will transfer to these accounts appropriate City funds presently designated for those purposes in the City Sewerage Service Fund, Account 31-00-00-00 and the Capital Improvement Fund, Account 5810-00-00.
2. All gross revenues of the sewer system shall be deposited in the Sewer System Revenue Fund to be maintained by the City, separate and apart from all other City funds, and disbursements and transfers from that fund by the City shall be made in accordance with the provisions of the resolutions and trust agreements of the County referred to herein. Funds in the Sewer System Revenue Fund shall be expended by the City subject to the same conditions as would govern the Commissioners.
3. Any revenue bonds issued or to be issued by the Commissioners under the provisions of Section 133.06, ORC, shall have a first lien on said revenues after the payment of reasonable cost and expense of operation and maintenance of the sewer system, including all expenses of the Department. The debt service requirement of all City sewerage system general obligation bonds issued for sewer purposes covered by the provisions of this Agreement, outstanding January 1, 1968 in the principal amount of \$22,360,000 and of any additional general obligation sewer bonds payable from sewer revenues hereafter issued by the County shall be first paid from surplus sewer revenues.
4. In order to further secure the payment of said outstanding general obligation sewer revenue bonds of the City from surplus sewer revenues, the County agrees that all future improvements and extensions of the sewer system shall be paid from the proceeds of general obligation bonds and certificates of indebtedness of the County with principal and interest requirements thereof payable primarily from special assessments or surplus sewer revenues, unless the City recommends that the County undertake some other method of financing.

5. The County agrees that it will, immediately upon receipt, pay to the City the proceeds of any and all future bond issues for sewer district purposes.
6. It is clearly understood and agreed by the County and the City that nothing in this Agreement shall be construed to conflict with the obligations of the County to The Fifth-Third Union Trust Co. of Cincinnati, Ohio under the Trust Agreements securing the outstanding issues of County Sewer System Revenue Bonds.
7. The City agrees that it will pay from surplus revenues the deficit in the County's Sanitary Sewer Rotary Fund No. 85 as it exists on May 1, 1968 insofar as the balance in that fund is chargeable to sanitary sewer purposes.
8. At its discretion, the Commissioners may employ an independent accounting firm for an audit of the accounts of the district and the cost of said audit shall be paid by the City from the revenues of the sewer system.

#### SECTION X - PAYMENTS BY COUNTY TO CITY

1. It is understood and agreed that no payment by the County to the City is contemplated for services rendered pursuant to this Agreement, and none is provided for.

#### SECTION XI - EXPANSION OF THE SEWER DISTRICT

1. It is understood and agreed that the District, as defined at the time of adoption of this Agreement, may be expanded to include either additional municipalities within the County or additional areas beyond the limits of the County. Expansion of the District by inclusion of additional municipalities within the County shall be undertaken by the Commissioners upon recommendation of the City, after receipt of a municipal ordinance from the applicant municipality requesting and consenting to be included in the sewer district.
2. Expansion and/or sewerage service of the sewer system beyond the limits of the County shall be undertaken only upon mutual agreement of the City and the County, and upon such conditions and terms as may be mutually acceptable at the time of the expansion.

#### SECTION XII - SEWERS

1. Specifically excluded from the scope of this Agreement is the authority and responsibility for design, construction, maintenance, repair and replacement of storm sewer facilities and storm water channelization where these facilities are intended solely for the purpose of storm water drainage, except as in Item 3 of Section XII.
2. Specifically excluded from the scope of this Agreement are the design, construction, maintenance, repair and replacement of basins, inlet structures, inlet connections, and other appurtenances used for the purpose of conveying storm waters to combined sewers. These facilities shall be maintained by the appropriate highway departments of the State, County, municipalities, and townships.
3. Specifically included in the scope of this Agreement is the authority and responsibility for design, construction, maintenance, repair, and replacement of all sanitary sewers, including those sewers carrying a combination of storm and sanitary flows; except that where the State or other governmental agency having authority orders the separation of the combined flow, both replacement conduits would be included within the scope of this Agreement. Subsequent maintenance of the resulting storm sewers shall not be included within the scope of this Agreement.

SECTION XIII - AMENDMENTS

1. This Agreement may be amended as may be mutually agreed upon by the County and the City.

SECTION XIV - INTERPRETATION

1. Nothing contained in this Agreement is intended or meant to be interpreted or construed as violating any covenant, trust, term, condition or responsibility of the Commissioners or the City under any agreement or provision of law relating to or governing in any way their respective sewer and sewage treatment facilities made subject of this Agreement or of the ordinances and resolutions of the Commissioners or Council. In the event and to the extent that any provision of this Agreement is determined to be beyond the power and authority of the parties hereto to effect, the City and the County agree to seek modifications of this Agreement which will accomplish its general purpose; namely, to provide for better and more efficient sewer service in Hamilton County through more effective management of the operation, maintenance, and development of all sewerage and sewage disposal facilities of the County.

SECTION XV - EXECUTION

1. By the execution of this Agreement, the Commissioners hereby designate and appoint the City as the sole and complete management agent for the county sewer system and the City hereby accepts and undertakes to perform its duties and responsibilities and functions as such agent, all in accordance with the terms, conditions, and provisions relating thereto as defined and proscribed herein.

IN WITNESS WHEREOF, the City of Cincinnati, Ohio, a municipal corporation, by its City Manager, duly authorized by Ordinance of the Council of the City of Cincinnati, Ohio, and the Board of County Commissioners of Hamilton County, Ohio, by its County Administrator, duly authorized by Resolution of the Board of County Commissioners of Hamilton County, Ohio have herunto set their hands the day and year first above mentioned.

THE CITY OF CINCINNATI, OHIO,  
A Municipal Corporation

By *[Signature]*  
City Manager

THE BOARD OF COUNTY COMMISSIONERS  
HAMILTON COUNTY, OHIO

By *[Signature]*  
County Administrator

Approved as to Form:

*[Signature]*  
Cincinnati City Solicitor

*[Signature]*  
Hamilton County Prosecuting Attorney



*For the year*  
**County of Hamilton**

OFFICE OF

BOARD OF COMMISSIONERS  
JOSEPH L. DUNCAN JR.  
VINCENT H. ARCHMAN  
ROBERT A. WHITE  
PHONE 632-8222

BOARD OF COUNTY COMMISSIONERS  
ROOM 224, COURT HOUSE  
CINCINNATI, OHIO 45202

R. A. ANDEREGG  
ADMINISTRATOR  
PHONE 632-8220

ALBERT C. ELMINGER  
CLERK OF THE BOARD  
PHONE 632-8221

April 25, 1968

Mr. James Flick, Director of Finance  
The City of Cincinnati  
Cincinnati City Hall  
Cincinnati, Ohio 45202

Dear Mr. Flick:

Submitted herewith, for your files, are three fully executed and approved copies of the agreement for the operation and management of the new sewer district.

Very truly yours,

R. A. Anderegg  
County Administrator

/wlp

Encs:

**AN ORDINANCE No. 144-1928**

Authorizing the inclusion of the City of Cincinnati in Hamilton County Sewer District No. 1; conveying to the Board of County Commissioners for use of the County Sewer District all City-owned and operated sanitary sewer facilities and authorizing the Board of County Commissioners to operate local service sanitary sewers within the City.

This ordinance, containing emergency clause, authorizes the inclusion of the City of Cincinnati in the Hamilton County Sewer District No. 1 and conveys to the Board of County Commissioners for use of the County Sewer District all City-owned and operated sanitary sewer facilities. It also authorizes the Board of County Commissioners to operate local service sanitary sewers within the City.

Passed April 10, 1928.

433-1010

**AN ORDINANCE No. 145-1928**

Assigning the interest of City of Cincinnati in metropolitan sewerage disposal contracts to the Board of County Commissioners.

This ordinance, containing emergency clause, assigns the interest of the City of Cincinnati in metropolitan sewerage disposal contracts to the Board of County Commissioners. That the Council hereby assigns its interest, right, and title in the aforementioned contracts with the exception of sewerage treatment to the Board of County Commissioners as of May 1, 1928.

Passed April 10, 1928.

433-1010

**AN ORDINANCE No. 146-1928**

Authorizing an agreement with Hamilton County for the management of Hamilton County Sewer District No. 1.

This ordinance, containing emergency clause, authorizes an agreement with Hamilton County for the management of Hamilton County Sewer District No. 1.

Passed April 12, 1928.

433-1010

**AN ORDINANCE No. 147-1928**

Modifying the provisions of the Administrative Code by amending Article XIX to create a new department, the Department of Sewers, under the City Manager, and to provide for the creation and authority thereof.

Whereas, the City of Cincinnati has agreed to become part of Hamilton County Sewer District No. 1 in order to provide for a unified sewer system for all of Hamilton County, and

Whereas, consent therewith the City and County have entered upon the provisions of the contract whereby the City of Cincinnati will undertake the operation and maintenance of the Hamilton County Sewer District under the direction and control of the County Commissioners and

Whereas, in order to carry out the provisions of said contract, it is necessary that the various departments and agencies responsible for the design, construction, operation and maintenance of sewer and sewerage treatment facilities of the City of Cincinnati be combined and reorganized into a new department, now, therefore

It is Ordained by the Council of the City of Cincinnati, State of Ohio, that the members thereof concerning:

Section 1. That amendatory Article XIX of the Administrative Code is hereby withdrawn to read as follows:

**ARTICLE XIX  
DEPARTMENT OF SEWERS**

Sec. 1. Director of Sewers

There is hereby established a Department of Sewers to be administered by a Director of Sewers subject to the supervision and control of the City Manager.

The Department of Sewers shall consist of a Director and such supporting officers and employees as shall be appointed or assigned to direct under his direction and supervision.

Sec. 2. Duties

The Director of Sewers shall have charge of the design, construction, repair, maintenance and operation of all sewers and sewerage treatment facilities of the City of Cincinnati and shall perform such other functions for the County Sewer District assumed by the City of Cincinnati by contract between the City of Cincinnati and the Board of Commissioners of Hamilton County as of May 1, 1928, the function of the sewer design section of the Engineering Division of the Public Works and the sewer maintenance section of the Highway Maintenance Division shall be trans-

ferred to the Department of Sewers. All facilities related to sanitary sewers, its starting field and all the equipment and personnel, insofar as possible, in the aforementioned section, shall be transferred to the new Department without cost to the new Department.

Sec. 3. Services of other departments

The Department of Sewers may avail itself of the services and facilities of other city departments necessary for the discharge of its responsibility under the agreement between the City of Cincinnati and the Board of Commissioners of Hamilton County, services of such departments as the Department of Public Works, Department of Finance, Department of Personnel, Department of Law, etc., which are used by the Department of Sewers in carrying out its duties under the aforesaid contract shall be paid for by the Department of Sewers in cash plus accumulated overhead.

Sec. 4. Authority to deal with the Board of County Commissioners.

In the administration of the aforesaid contract for the County Sewer District, the Department of Sewers and the City Manager may deal directly with the Board of County Commissioners.

Sec. 5. Storm Sewers

The Department of Sewers, when acting in connection with the design, construction, operation and maintenance of storm sewer facilities in the City of Cincinnati, shall keep separate records and accounts of all costs and expenditures related thereto and shall not use or permit the use of any revenue arising from the operation of the Hamilton County Sewer District to be used therefor in the City of Cincinnati, except as is provided under the terms of the agreement between the City of Cincinnati and Board of Commissioners of Hamilton County.

Section 6. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and shall go into effect May 1, 1928.

The reason for the emergency is the necessity of providing the necessary administrative structure for carrying out the terms of the agreement between the City of Cincinnati and the Board of Commissioners of Hamilton County in respect to the operation of the Hamilton County Sewer District by the City of Cincinnati.

Passed April 12, A.D. 1928

EUGENE F. RUEHLISANN,  
Mayor.

ALLEN R. A. MACDONALD, Clerk  
433-1010

**AN ORDINANCE No. 215-1938**

Authorizing and directing the Director of Finance to establish necessary funds for the operation of the Metropolitan Sewer District of Greater Cincinnati and to transfer bonds and liabilities of the City Sewer System including the City Revenue Service Fund Account No. 216-00-00 and Capital Improvement Fund Account No. 0416-00-00 to the accounts of the Metropolitan Sewer District of Greater Cincinnati in accordance with the provisions of the statute authorized by Ordinance 144-1938.

Whereas, under the terms of Section 2 of the contract authorized by Ordinance No. 244-1938 whereby the City of Cincinnati will purchase the operation and maintenance of the Metropolitan Sewer District of Greater Cincinnati under County direction, it is necessary for both the City of Cincinnati and Hamilton County to make certain transfers of funds and bonds to new accounts to be created for the operation of the Metropolitan Sewer District of Greater Cincinnati, now, therefore,

It is Ordained by the Council of the City of Cincinnati, City of Ohio:

Section 1 That the Director of Finance is hereby authorized and directed to establish the funds and accounts necessary for the operation of the Metropolitan Sewer District of Greater Cincinnati as required by the contract between the City of Cincinnati and Hamilton County, authorized by Ordinance No. 144-1938.

Section 2 That the Director of Finance is hereby authorized and directed to transfer to the accounts authorized by Section 1 above the assets and liabilities of the City Sewer System as set forth in the attached contract between the City of Cincinnati and Hamilton County including, but not limited to the Revenue Service Fund Account No. 216-00-00 and Capital Improvement Fund Account No. 0416-00-00.

Section 3 This ordinance is hereby declared to be an emergency measure necessary for the preservation of public health and safety of the people of the City of Cincinnati and shall go into effect forthwith. The reason for the emergency is the necessity of establishing funds and effecting transfers by May 1, 1938, the day upon which the City of Cincinnati will undertake the operation of the Metropolitan Sewer District of Greater Cincinnati.

Passed May 1, A.D. 1938

LUCIEN P. RUEHLMANN,  
Mayor.

ALBERT R. A. McDONALD, Clerk.  
2-16-1938

**AN ORDINANCE No. 214-1938**

Authorizing and directing the City Manager to incur expenditures for the construction of sewer and sanitary sewers in the Central Riverfront Urban Renewal Area—Ludlow Street, Ohio River to Pearl Street, Pearl Street, Ludlow Street to Third Street.

It is Ordained by the Council of the City of Cincinnati, City of Ohio:

Section 1 That the City Manager is hereby authorized and directed to make expenditures, according to law, for the construction of sewer and sanitary sewers in the Central Riverfront Urban Renewal Area—Ludlow Street, Ohio River to Pearl Street, Pearl Street, Ludlow Street to Third Street, in accordance with Public Account No. 14504 through 14507, at an estimated cost of \$212,000.00, hereinafter approved by Council.

Section 2 The cost of this improvement is to be paid from Urban Development Fund 64-32 and to the extent the improvement is eligible from the Metropolitan Sewer District of Greater Cincinnati funds.

Section 3 This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and shall go into effect May 1, 1938. The reason for the emergency is the immediate necessity for proceeding with the improvement so as not to delay substantial improvements in the Central Riverfront Area.

Passed May 1, A.D. 1938

LUCIEN P. RUEHLMANN,  
Mayor.

ALBERT R. A. McDONALD, Clerk.

2-16-1938

RESOLUTION AUTHORIZING AGREEMENT WITH  
THE CITY OF CINCINNATI FOR THE MANAGEMENT  
AND OPERATION OF THE METROPOLITAN SEWER  
DISTRICT OF GREATER CINCINNATI

BY THE BOARD:

WHEREAS, this Board has heretofore established a county sewer district in accordance with Chapter 6117 of the Ohio Revised Code; and

WHEREAS, it is deemed to be in the public interest to contract with the City of Cincinnati for the management and operation of the affairs of the sewer district; and

WHEREAS, the City of Cincinnati has agreed to assume the function of management and operation of the sewer district; and

WHEREAS, an agreement has been submitted setting forth the terms and conditions under which the City will undertake the management and operation of the sewer district for, by, and on behalf of the Board of County Commissioners;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the agreement between the City and the County providing that the City will manage and operate The Metropolitan Sewer District of Greater Cincinnati, copy of which agreement is attached hereto and made a part hereof, be and the same hereby is approved; and

BE IT FURTHER RESOLVED that the County Administrator be and he hereby is authorized and directed to execute said agreement for, by, and on behalf of this Board; and

BE IT FURTHER RESOLVED that the effective date of the agreement shall be May 1, 1968.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this 10th day of April, 1968.

Mr. Beckman, AYE

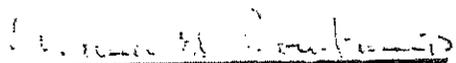
Mr. DeCourcy, AYE

Mr. Wood, AYE

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioners in session this day.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio this 10th day of April, 1968.

  
Florence H. Bankamp, Clerk  
Board of County Commissioners  
Hamilton County, Ohio

RESOLUTION ACCEPTING ORDINANCE OF THE CITY OF CINCINNATI  
CONSENTING TO INCLUSION IN HAMILTON COUNTY SEWER DISTRICT  
NO. 1; CONVEYING SANITARY SEWER FACILITIES OF THE CITY OF  
CINCINNATI TO SEWER DISTRICT NO. 1; AND AUTHORIZING  
MAINTENANCE AND OPERATION OF LOCAL SEWERS

BY THE BOARD:

WHEREAS, the Board of County Commissioners has heretofore established a county sewer district known as Hamilton County Sewer District No. 1, pursuant to Chapter 5117 of the Ohio Revised Code; and

WHEREAS, the City of Cincinnati, by Ordinance of the City Council adopted April 10, 1968, has consented to be included in Hamilton County Sewer District No. 1; and

WHEREAS, the City of Cincinnati, by the same Ordinance, has conveyed to the Board of County Commissioners the use of the sanitary sewer facilities of the City of Cincinnati, including and subject to any and all debts and obligations related thereto payable from sewer revenues, to be a part of the facilities of Hamilton County Sewer District No. 1; and

WHEREAS, the City of Cincinnati, by the same Ordinance, has authorized the Board of County Commissioners to operate and maintain the local sewer system in the City of Cincinnati; and

WHEREAS, it is deemed to be in the mutual interest of the City and the County to consolidate all sanitary sewer facilities into a single county sewer district;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hamilton County, Ohio that the Ordinance of the City of Cincinnati consenting for the City to be included in Hamilton County Sewer District No. 1; conveying the use of the sanitary sewer facilities of the City of Cincinnati, including and subject to any and all debts and obligations related thereto payable from sewer revenues, for the use of Hamilton County Sewer District No. 1; and authorizing the Board of County Commissioners to operate and maintain the local system of sanitary sewers in Cincinnati be and the same hereby is accepted as of May 1, 1968; and

BE IT FURTHER RESOLVED that the Clerk of this Board be and she hereby is directed to furnish copies of this resolution to the Council of the City of Cincinnati, the Ohio Water Pollution Control Board, the Ohio Department of Health, the Hamilton County Board of Health, the Hamilton County Auditor, and The Fifth-Third Bank & Trust Company of Cincinnati.

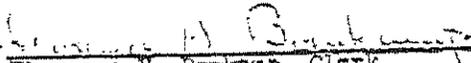
ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio this 10th day of April, 1968.

Mr. Barkman, AYE      Mr. DeCoursey, AYE      Mr. Wood, AYE

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by this Board of County Commissioners in session this day.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Office of County Commissioners of Hamilton County, Ohio this 10th day of April, 1968.

  
Florence H. Barkman, Clerk  
Board of County Commissioners  
Hamilton County, Ohio



# MANLEY, BURKE & FISCHER

A LEGAL PROFESSIONAL ASSOCIATION

ROBERT E. MANLEY  
TIMOTHY A. FISCHER  
TIMOTHY M. BURKE  
ANDREW S. LIPTON  
GARY E. POWELL  
SALLY L. CREMEENS-STRONG  
ANNE T. PERRY  
CAROL S. WOOD

COUNSEL

WILLIAM A. McCLAIN  
RICHARD C. MELFI

225 WEST COURT STREET  
CINCINNATI 45202  
TELEPHONE: (513) 721-5525  
TELECOPIER: (513) 721-4268

NON LAWYER PROFESSIONALS  
GREGORY DALE, A.I.C.P.  
JEFFREY A. MUSSER  
CITY PLANNERS

11 June 1991

Fay D. Dupuis, Esq.  
City Solicitor  
City of Cincinnati  
214 City Hall  
801 Plum Street  
Cincinnati, OH 45202

RE: City of Loveland/MSD Agreement

Dear Fay:

This letter confirms a brief discussion which I had today with Bob Johnstone concerning the agreement between the City of Loveland (of which I am Solicitor) and the Metropolitan Sewer District.

Since 1985, the City of Loveland has been a member of the Metropolitan Sewer District, having made available its assets to MSD in exchange for MSD's operation of Loveland's sewer infrastructure. At the time that Loveland became a member, it entered into an agreement with the MSD for the provision of services within the corporate limits of the City of Loveland. The City authorized MSD to maintain, repair and operate any and all sewer improvements for local service within its corporate limits as part of the said agreement; the City also agreed that all future local sewer improvements in the City would be constructed by the City while future trunk sewer improvements, interceptors and treatment plant improvements would be provided by MSD. A full copy of the City/MSD Agreement (with copies of cover letters and appropriate resolutions) is attached for your review.

MANLEY, BURKE & FISCHER  
A LEGAL PROFESSIONAL ASSOCIATION

Fay D. Dupuis, Esq.  
11 June 1991  
Page 2

In 1988, the MSD also entered into an agreement with the sewer district in Warren County for the provision of services along the county line. A copy of that agreement is attached for your review.

The City of Loveland is located in three counties (Hamilton, Clermont and Warren Counties). We are actively engaged in annexations in all three counties, but activity at this point is centered in the area of the Hamilton/Warren County line on Montgomery Road in the vicinity of the intersection of Fields-Ertel Road. In the event that these certain key annexations become a reality, the City would naturally expect that the MSD will serve the annexed portions as it serves all other properties within the City of Loveland.

City Manager Wayne Barfels has spoken to MSD's Director about this matter. I believe that it is fair to say that the area in question is in a natural drainage area for MSD and that development in the area can easily be accommodated at the Polk Run facility. Tom did, however, raise a concern that there may be a conflict between the two agreements in that the MSD agreement with Warren County may well show the area which we propose to annex as being within the service area of Warren County. Tom felt that it would be prudent to have the City of Cincinnati's law department look into this matter.

The position of the City of Loveland is quite clear in this respect, namely, that the MSD has the duty and the obligation to service "the City of Loveland," that nothing in the agreement prohibited service to newly annexed territories, and that as soon as the annexation of these northern areas is completed, the areas will be within the City of Loveland, and therefore within the MSD service area. Again, we feel that this is clear from the face of the document, and that our agreement with MSD with respect to service within the City limits certainly takes precedence over an agreement with Warren County with respect to service to unincorporated areas which subsequently become incorporated.

At this point, it is imperative that we fully understand each other and that we be able to represent fairly and accurately our position with regard to sanitary sewer service to the developer and the public.

---

MANLEY, BURKE & FISCHER  
A LEGAL PROFESSIONAL ASSOCIATION

Fay D. Dupuis, Esq.  
11 June 1991  
Page 3

I will be out of town during the week of June 17th, but will return to Cincinnati on June 24th. Perhaps I could meet with Bob Johnstone early that week to finalize matters.

Very truly yours,



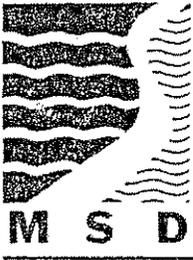
Richard C. Melfi

RCM/rrv/50111

cc: Wayne Barfels  
City Manager  
City of Loveland

Bob Johnstone, Esq.





July 10, 2000

RNK Environmental, Inc.  
2643 Crescent Springs Road  
Erlanger Kentucky 41017

**METROPOLITAN SEWER DISTRICT**

Hamilton County - Managed  
by the City of Cincinnati

1600 Gest Street  
Cincinnati, Ohio 45204  
513-244-5122

Atten: Mr. William Strachan, P.E.

RE: Sewer Availability for  
Grailville Conference Center  
932 O'Bannonville Road  
Miami Township, Clermont County

Dear Mr. Strechan:

The above noted address is outside of the service area of The Metropolitan Sewer District. For MSD to accept flow from the above address it would require resolutions from the Commissioners of both counties.

Clermont County would have to release the flow and Hamilton County would have to agree to accept the flow.

**Board Of  
County Commissioners**

Bob Bedinghaus  
John S. Dowlin  
Tom Neyer, Jr.

At the present time MSD is not accepting flow from outside of its boundaries due to capacity problems at its Polk Run Water Reclamation Plant. Presently, there is an expansion program going on at the Polk Run plant which is scheduled for completion 1-1-2004. Once the plant is expanded the District can consider accepting addition flows from outside of its boundaries.

**County Administrator**

David J. Krings

There is an existing agreement between MSD and the City of Loveland which requires the District to accept all flows from within the corporate boundaries of the City of Loveland. If the above noted property were annexed to the City of Loveland MSD would follow the existing agreement.

If you have any additional questions please contact me at 557-7108.

**City Manager**

John F. Shirey

Sincerely,

*Thomas H. Schwiers*  
Thomas H. Schwiers, P.E.  
MSD Wastewater Engineering

**Director**

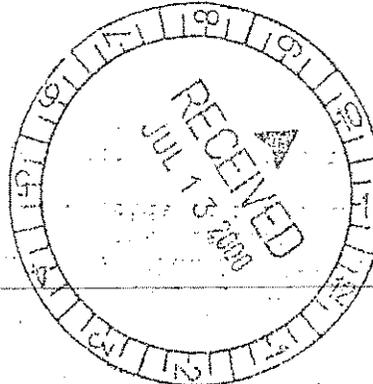
Patrick T. Karney, P.E., DEE

cc: Director  
Division  
Reading  
D. Johns  
City of Loveland

**Deputy Director**

Robert J. Campbell, P.E., DEE

RNK







May 8, 2001

Post-It® Fax Note	7871	Date	5/14/01	# of Pages	1
To	GEORGIA PORTER		From	RICH EVANS	
Co./Dept.			Co.		
Phone #			Phone #	398-1728	
Fax #	881-6501		Fax #		

62-201

**METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI**

Hamilton County - Managed  
by the City of Cincinnati

Mr. Richard Evans, P.E.  
Henderson and Bodwell, L.L.P.  
3530 Irwin-Simpson Road  
Mason, Ohio 45040

**RE: Diehl Property Sanitary Sewer  
Concept No. 3110**

1600 East Street  
Cincinnati, Ohio 45204  
513-244-5122

Dear Mr. Evans:

In response to your April 6, 2001 letter requesting content confirmation to the District's February 13, 2001 revised concept approval, the following is intended to clarify our position. Please accept my apology that this response was not timelier.

**Board Of  
County Commissioners**

John S. Dowlin  
Tom Neyer, Jr.  
Todd B. Portune

The flow from your development would be tributary to the Harper's Avenue pump station that feeds directly into the Polk Run treatment plant. There are no overflows on this tributary line.

Upon completion of annexation of the entire 29-lot subdivision or only the portion located outside of the MSD service area to Loveland, the project can be resubmitted for concept approval. Based upon the City of Loveland/MSD agreement, MSD will approve your development. We must caution you that your project will still be subject to the ODE/VEPA approval.

Please feel free to call me at 244-1343 or Thomas Schwiers at 557-7108 if there are any additional questions.

**County Administrator**

David J. Krings

Sincerely,

Edward H. Kesterman, P.E.  
Sewers Chief Engineer  
Division of Wastewater Engineering

**City Manager**

John F. Shirey

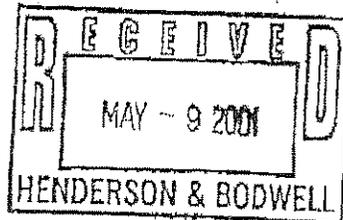
Cc: WWE, Reading File  
Concept File  
City of Loveland

**Director**

Patrick T. Kearney, P.E., DEE

**Deputy Director**

Robert J. Campbell, P.E., DEE







June 18, 2001

Ms. Jackie Terwilleger  
8373 Mainville Road  
, Ohio

**Metropolitan Sewer District  
of Greater Cincinnati**

Hamilton County - Managed  
by the City of Cincinnati

**RE: Sewer Availability Hamilton Township,  
Warren County, Ohio**

Dear Ms. Terwilliger:

As a follow up to our phone conversation of June 15, 2001, I wish  
to offer the following:

1600 Gest Street  
Cincinnati, Ohio 45204  
513-244-5122

The Metropolitan Sewer District of Greater Cincinnati, MSD, will  
accept flow from outside of its boundaries if there is capacity at  
the receiving treatment plant. Prior to MSD accepting the flow an  
agreement must be executed between The Board of Commissioners of  
Hamilton County and the Board of Commissioners of the County  
sending the flow to Hamilton County.

**Board of  
County Commissioners**

John S. Dowlin  
Tom Neyer, Jr.  
Todd B. Portune

There is one exception to this general rule and that is if the  
area outside of Hamilton County is located within the corporate  
boundaries of the City of Loveland MSD is required to accept the  
flow due to a 1985 agreement between the City of Loveland and the  
Board of Hamilton County Commissioners.

**County Administrator**

David J. Krings

Presently, The Polk Run Wastewater Treatment plant is experiencing  
capacity problems during periods of wet weather. Any new flow  
entering the plant from the west requires a surge tank if it is  
located within the existing service area of MSD. If the area  
providing the flow is not within MSD's service area the flow is  
rejected. Also, any flow from the east from outside of the  
corporate limits of Loveland is not being accepted until the  
capacity of the Polk Run Treatment plant is upgraded. Estimated  
completion date of the upgrade is 2004.

**City Manager**

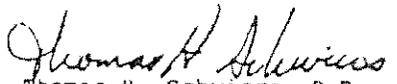
John F. Shuey

Should you have any additional questions please contact me at 557-  
7108.

Sincerely,

**Director**

Patrick T. Karney, P.E., DEE

  
Thomas H. Schwieters, P.E.  
MSD Wastewater Engineering

cc: Director  
Deputy Director  
WNE Reading

**Deputy Director**

Robert J. Campbell, P.E., DEE





**METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI**

Hamilton County - Managed  
by the City of Cincinnati

1600 Gest Street  
Cincinnati, Ohio 45204  
513-244-5122

**Board Of  
County Commissioners**

John S. Dowlin  
Tom Neyer, Jr.  
Todd B. Portune

**County Administrator**

David J. Krings

**Acting City Manager**

Timothy Riordan

**Director**

Patrick T. Karney, P.E., DEE

**Deputy Director**

Robert J. Campbell, P.E., DEE

April 5, 2002

Mr. Fred Enderle, City Manager  
City of Loveland  
120W. Loveland Ave.  
Loveland, OH 45140

Dear Mr. Enderle,

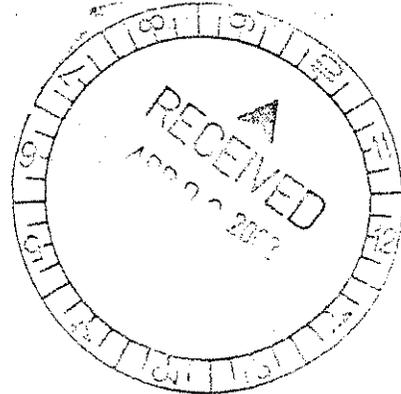
As per the request of Mr. Tom Carroll, we have reviewed the capacity of the Harper Avenue Pump Station and have determined that there is sufficient capacity for the additional seventy-one acre tract currently under consideration.

Should you have any additional questions, please feel free to contact us.

Sincerely,

Robert J. Campbell, PE, DEE  
Deputy Director

Cc: Ed Kesterman, Chief Sewers Engineer, MSD  
Tom Carroll, Assistant City Manager, City of Loveland







**METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI**

1600 Gest Street  
Cincinnati, Ohio 45204  
513-244-1300  
[www.msdbg.org](http://www.msdbg.org)

James A. Parrott  
*Interim Executive Director*

January 24, 2007

Mr. Glenn F. Brehm  
Hills Land & Development Company  
4901 Hunt Road - Suite 300  
Cincinnati, Ohio 45242

*copy  
Larry*

**Subject: Revised Conditional Availability of Sewers  
92 two-bedroom condominiums to be constructed on lands of  
Auditor's Parcel Nos. 1607400240, and 16072000320 located  
North and east of the intersection of  
Butterworth Road and SR48  
Loveland and  
Hamilton Township  
Availability Number A40-2007  
File Number HMD0600420**

Dear Mr. Brehm:

This is to acknowledge your revised request for sewer availability for the above-mentioned project, received at MSD on January 23, 2007. The area of potential development is not currently serviced by MSD sewers, however, future sewer service is available for 92 two-bedroom condominiums via mainline extension from just upstream of Manhole #61016011 (MH-3) of Sanitary Sewer #4811 located on the north side of SR48, and extending into the development side on the east side of Butterworth Road. Future availability will be contingent upon the following conditions:

1. The mainline extension shall be installed at developer's expense after completion of concept and detail reviews by MSD pursuant to Article V of the MSD Rules and Regulations, and after application for and securing a Permit to Install from the Ohio EPA.
2. A twenty-foot wide sanitary sewer easement shall be dedicated to the Board of County Commissioners of Hamilton County for all portions of the proposed mainline extension, except where the easement would be within a dedicated and accepted public right of way.
3. No sewers shall be installed within, nor sewer service provided to users within Auditor's Parcel Nos. 1607200320 until such time that the lands of this parcel might be annexed to the City of Loveland.
4. All plans and construction shall comply with the latest edition of the "Rules and Regulations" manual governing the design, construction, operation, and use of sanitary and combined sewers... available from the Division of Wastewater Engineering - MSD, 1600 Gest Street, Cincinnati 45204, or from <http://www.msdbg.org/downloads/>.

We also note Alternative "B" for servicing this development via extension from the sewers servicing the Brandywine Subdivision. Sanitary sewer service is not available via this alternative, since the mainline sanitary sewers in the Brandywine Subdivision do not have the capacity to convey the proposed additional flow from the Summit Pointe Subdivision.

The conditional availability of sewer service as described in this letter is good for one year, is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati, and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency or the State of Ohio Environmental Protection Agency, or from consent decrees or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call me at 557-7108, or Nate Tetrick at 244-1393.

Sincerely,

*Thomas H. Schwiers*  
Thomas H. Schwiers, P.E.

CITY OF LOVELAND  
BUILDING & ZONING

MSD Wastewater Engineering

cc: WWE Reading File; Availability File  
Mr. Tony Parrott - MSD Office of the Director  
City of Loveland  
Hamilton Township

Equal Opportunity Employer

THS:njt





REC'D JUN 15 2007



METROPOLITAN SEWER DISTRICT  
OF GREATER CINCINNATI

1600 Gest Street  
Cincinnati, Ohio 45204  
513-244-1300  
www.msdc.org

James A. Parrott  
Executive Director

June 11, 2007

Tom Carroll  
City Manager  
The City of Loveland  
120 W. Loveland Avenue  
Loveland, Ohio 45140

**RE: Request for upsizing reimbursement – State Route 48**

Dear Tom:

Thank you for meeting with my staff and me concerning Loveland's interest in upsizing the sewer in State Route 48. Subsequent to that meeting, MSD reviewed the terms of both the 1985 County-Loveland agreement and the 1968 agreement between the County and the City that established the sewer district. After this review we have determined that MSD cannot fund the cost of the upsizing.

Additionally, as any new flow into the Route 48 sewer made possible as a result the proposed upsizing would be outside the original 1985 boundaries of Loveland, MSD cannot grant any tap permits upstream of the sewer.

If Loveland desires that the original boundaries of the 1985 agreement be revised, please indicate in writing to Mr. Patrick Thompson, Hamilton County Administrator.

If you should have any questions regarding this matter, please contact me at 244-5121.

Sincerely,

James A. Parrott  
Executive Director

Customer Service  
513-352-4900

Emergency Service  
513-352-4900

cc: Patrick Thompson, Hamilton County Administrator  
Karen Ball, Hamilton County  
Darcy Riegel, WWE  
Pete Caldwell, WWE  
Jack Rennekamp, OOD  
File



Equal Opportunity Employer

LOVE 000029



May 29, 2013

Mr. Robert Rothert  
Abercrombie & Associates, Inc.  
3377 Compton Road, Suite 200  
Cincinnati, OH 45251

**Subject: Conditional Availability of Sewers  
46 Condominium Units  
White Pillars Reserve "G", State Route 48  
City of Loveland, Clermont County  
APD Number HMD1300146**

Dear Mr. Rothert:

This is to acknowledge your request for sewer availability for the above-mentioned location received at MSD on May 8, 2013. Unfortunately at this time the request for sewer availability is denied.

The City of Loveland and MSD do not currently have a working agreement for the expansion of MSD sewers in the City of Loveland. Until a joint agreement is reached, you will need to contact the City of Loveland for this project. The City of Loveland, if they choose, can contact the Director's Office of MSD to initiate a project specific agreement. Any agreements will also require the approval of the Hamilton County Board of County Commissioners.

The Office of Director contact is Cassandra Hillary at the following number: 513-244-5133.

If you have any questions, please call Steve Parker at 513-244-1351 or call me at 513-557-7108.

Sincerely,



Peter L. Caldwell, P.E.  
Principal Engineer  
Project and Business Development Division

cc: Availability File  
City of Loveland  
Cassandra Hillary, Office of the Director

PLC:sgp