

E-FILED 03/12/2026 2:50 PM / CONFIRMATION 1786693 / A 2600716 / JUDGE JENKINS / COMMON PLEAS DIVISION / ANCC

required the Village and Madeira to provide the highest possible level of fire and emergency medical services by utilizing the resources of both communities. Madeira's termination of the Amended Water Services Agreement would substantially hinder the Joint Fire District's ability to achieve that objective, Madeira's actions also constitute a breach of the Joint Fire District Agreement.

Despite being aware that Madeira's termination of the Amended Water Service Agreement would constitute a breach of both the Amended Water Service Agreement and the Joint Fire District Agreement, Madeira did so anyway, citing contractually irrelevant and factually dubious justifications that do not rise to the level of reasonable cause under Ohio law. Over the past year, the Village has repeatedly tried to work with Madeira to resolve this dispute amicably and in a collaborative manner. The Village has sought to preserve its relationship with Madeira, or in the alternative, assist Madeira in the transition so long as Madeira made the Village whole for its breach. Madeira has offered no such assurances. Instead, Madeira issued overly broad and unduly burdensome records requests that served only to manufacture a pretextual basis that would justify terminating the Amended Water Services Agreement. And now, after months of ignoring the Village's efforts to resolve this issue amicably, Madeira filed this lawsuit.

I. PARTIES

1. The Village admits the allegations in Paragraph 1.
2. The Village admits the allegations in Paragraph 2.
3. Paragraph 3 asserts legal conclusions to which no response is required. To the extent a response is required, the Village admits that the Village acts through its officials, employees, and agents, including its solicitor and authorized representatives.

II. JURISDICTION AND VENUE

4. The Village admits the allegations in Paragraph 4.
5. The Village admits the allegations in Paragraph 5.
6. The Village admits the allegations in Paragraph 6.

III. ALLEGATIONS COMMON TO ALL CLAIMS

7. The Village admits the allegations in Paragraph 7.
8. The Village admits the allegations in Paragraph 8.
9. Section 11 of the Contract speaks for itself, and states in full, “This contract shall commence upon the execution thereof and shall continue for a period for 20 years, provided however, that either party may cancel this Agreement upon the default of the other party in its obligations hereunder, and provided further that either party may cancel this Agreement for reasonable cause upon two years written notice to the other party.” The Village denies any allegations in Paragraph 9 that are contrary to the Contract.
10. The 2023 Amendment speaks for itself, and the Village denies any allegations in Paragraph 10 that are contrary to the 2023 Amendment and the Contract.
11. The 2023 Amendment speaks for itself, and the Village denies any allegations in Paragraph 11 that are contrary to the 2023 Amendment and the Contract.
12. The Contract and the 2023 Amendment speak for themselves, and the Village denies any allegations in Paragraph 12 that are contrary to the Contract and the 2023 Amendment.
13. The Village denies the allegations in Paragraph 13 of the Complaint.
14. The Village denies the allegations in Paragraph 14 for lack of knowledge.
15. The Village admits that Madeira passed Ordinance 25-02 on April 28, 2025. The Village denies the remaining allegations in Paragraph 15.

16. The Village admits that Madeira passed Ordinance 25-12 on October 27, 2025. The Village denies the remaining allegations in Paragraph 16.
17. The Village admits that Madeira's purported termination of the Contract and the 2023 Amendment constitute a breach of both agreements. The Village denies the remaining allegations in Paragraph 17.
18. The Village denies the allegations in Paragraph 18.
19. The letter sent by the Village's Solicitor on December 17, 2025 speaks for itself, and the Village denies any allegations in Paragraph 19 that are contrary to this letter.
20. The letter sent by the Village's Solicitor on December 17, 2025 speaks for itself, and the Village denies any allegations in Paragraph 20 that are contrary to this letter.
21. The January 2025 B&N Report and the August 2025 B&N Report speak for themselves, and the Village denies any allegations in Paragraph 21 that are contrary to these Reports.
22. The Village admits that the B&N Reports provide a basis for the damages caused by Madeira's unlawful termination of the Contract. The Village denies the remaining allegations in Paragraph 22.
23. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 23 that are contrary to this letter.
24. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 24 that are contrary to this letter.
25. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 25 that are contrary to this letter.
26. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 26 that are contrary to this letter.

27. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 27 that are contrary to this letter.
28. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 28 that are contrary to this letter.
29. The letter sent by the Village's Solicitor on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 29 that are contrary to this letter.
30. The Village admits that, after receiving no response from Madeira, the Solicitor sent a second letter on April 15, 2025. This letter speaks for itself, and the Village denies any allegations in Paragraph 30 that are contrary to this letter.
31. The letter sent by the Village's Solicitor on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 31 that are contrary to this letter.
32. The letter sent by the Village's Solicitor on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 32 that are contrary to this letter.
33. The letter sent by the Village's Solicitor on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 33 that are contrary to this letter.
34. The January 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 34 that are contrary to the Report.
35. The January 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 35 that are contrary to the Report.
36. The January 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 36 that are contrary to the Report.
37. The January 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 37 that are contrary to the Report.

38. The January 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 38 that are contrary to the Report.
39. The August 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 39 that are contrary to the Report.
40. The August 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 40 that are contrary to the Report.
41. The August 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 41 that are contrary to the Report.
42. The August 2025 B&N Report speaks for itself, and the Village denies any allegations in Paragraph 42 that are contrary to the Report.
43. The August 2025 B&N Report and the January 2025 B&N Report speak for themselves, and the Village denies any allegations in Paragraph 43 that are contrary to the Report.
44. The Village denies the allegations in Paragraph 44.
45. The Village admits that it seeks damages for Madeira's breaches of the Contract and the 2023 Amendment. The Village denies the remaining allegations in Paragraph 45.
46. The Village denies the allegations in Paragraph 46.
47. The Village denies the allegations in Paragraph 47.
48. The Solicitor's letter on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 48 that are contrary to this letter.
49. The Solicitor's letter on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 49 that are contrary to this letter.
50. The Solicitor's letter on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 50 that are contrary to this letter.

51. The Village denies the allegations in Paragraph 51.
52. The Solicitor's letter on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 52 that are contrary to this letter.
53. The Solicitor's letter on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 53 that are contrary to this letter.
54. The Solicitor's letter on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 54 that are contrary to this letter.
55. The Solicitor's letters on March 11, 2025 and April 15, 2025 speak for themselves, and the Village denies any allegations in Paragraph 55 that are contrary to these letters.
56. The Village admits that on or about May 28, 2025, officials from Madeira and the Village, with their attorneys, met to discuss Madeira's purported termination of the Contract. The Village further admits that the Village sought damages for Madeira's unlawful termination. The Village denies the remaining allegations in Paragraph 56.
57. The Village admits the allegations in Paragraph 57.
58. The Village admits that Fox and Phillips had a phone call on September 10, 2025, to discuss the transition of Madeira's water services provider such that its entire community would be serviced solely by GCWW, and that Phillips stated that it would be inappropriate for the Village to assist Madeira's violation of its contractual obligations without assurances that Madeira would compensate the Village for its damages resulting from Madeira's breach. The Village denies the remaining allegations in Paragraph 58.
59. The Village admits that the Village was not willing to assist Madeira in breaching the Contract and the 2023 Amendment. The Village further admits that the Village sought a written agreement with Madeira that would remedy Madeira's breach of the Contract. The

Village further states that its Solicitor's letters of March 11 and April 15, 2025, speak for themselves, and denies any allegations in Paragraph 59 that are contrary to these letters.

60. The Solicitor's letter on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 60 that are contrary to this letter.

61. The Solicitor's letter on March 11, 2025 speaks for itself, and the Village denies any allegations in Paragraph 61 that are contrary to this letter.

62. The Solicitor's letters on March 11, 2025 and April 15, 2025 speak for themselves, and the Village denies any allegations in Paragraph 62 that are contrary to these letters.

63. The Solicitor's letters on March 11, 2025 and April 15, 2025 speak for themselves, and the Village denies any allegations in Paragraph 63 that are contrary to these letters.

64. The Solicitor's letters on March 11, 2025 and April 15, 2025 speak for themselves, and the Village denies any allegations in Paragraph 64 that are contrary to these letters.

65. The Village denies the allegations in Paragraph 65.

66. The Village denies the allegations in Paragraph 66.

67. Paragraph 67 asserts legal conclusions which do not require a response.

68. The Village admits the allegations in Paragraph 68.

69. The Village admits that Madeira submitted a public records request to the Village on April 23, 2025. The Village denies the remaining allegations in Paragraph 69.

70. The Village admits that on or about May 13, 2025, the Village provided responsive documents to Madeira in response to their April 23, 2025 public records request. That response denied parts of the request and sought clarification for parts of the request. That response also indicated that certain parts of the request were overly broad and burdensome.

To the extent that Paragraph 70 calls for a legal conclusion, no response is required. To the extent that any further answer is required, denied.

71. The Village admits that its response indicated that it rejected certain requests for records that were overly broad. To the extent that Paragraph 71 calls for a legal conclusion, no response is required. To the extent that any further answer is required, denied.

72. To the extent that Paragraph 72 calls for a legal conclusion, no response is required. To the extent that any further answer is required, denied.

73. The Village admits that Madeira transmitted a request for information it received from GCWW to the Village on May 28, 2025. The Village denies the remaining allegations in Paragraph 73 for lack of knowledge.

74. To the extent that Paragraph 74 calls for a legal conclusion, no response is required. To the extent that any further answer is required, the Village admits that on June 25, 2025 the Village responded to Madeira's request for information, that the Village asserted none of the requested information sought would be considered a public record, and that the Village's written response speaks for itself. The Village denies any allegations contained in Paragraph 74 contrary to its response.

75. The Village admits that it informed Madeira that certain records requested by Madeira related to Madeira's infrastructure and were held by Madeira. The Village denies the remaining allegations in Paragraph 75.

76. The Village denies the allegations in Paragraph 76.

77. The Village denies the allegations in Paragraph 77.

78. The Village denies the allegations in Paragraph 78.

79. To the extent Paragraph 79 calls for a legal conclusion, no response is required. To the extent that a response is required, the Village denies the allegations in Paragraph 79.
80. To the extent Paragraph 80 calls for a legal conclusion, no response is required. To the extent that a response is required, the Village denies the allegations in Paragraph 80.
81. To the extent Paragraph 81 calls for a legal conclusion, no response is required. To the extent that a response is required, the Village denies the allegations in Paragraph 81.
82. To the extent Paragraph 82 calls for a legal conclusion, no response is required. To the extent that a response is required, the Village denies the allegations in Paragraph 82.
83. To the extent Paragraph 83 calls for a legal conclusion, no response is required. To the extent that a response is required, the Village denies the allegations in Paragraph 83.
84. The Village denies the allegations in Paragraph 84 for lack of knowledge.

IV. INDIVIDUAL ARTICULATION OF CLAIMS

COUNT I: DECLARATORY JUDGMENT

85. The Village incorporates by references Paragraphs 1 through 84 above as if fully rewritten herein.
86. The Village admits that a justiciable controversy exists regarding the parties rights and obligations under the Contract and Amendment, but denies the remaining allegations in Paragraph 86.
87. The Village denies the allegations in Paragraph 87.
88. The Village denies the allegations in Paragraph 88.

COUNT II: ANTICIPATORY REPUDIATION

89. The Village incorporates by reference Paragraphs 1 through 88 above as if fully rewritten herein.

90. The Village denies the allegations in Paragraph 90.

91. The Village admits that Madeira's unlawful termination constitutes a breach of contract entitling the Village to damages. The Village denies the remaining allegations in Paragraph 91.

92. The Solicitor's letter on April 15, 2025 speaks for itself, and the Village denies any allegations in Paragraph 92 that are contrary to this letter.

93. The Village denies the allegations in Paragraph 93.

94. The Village denies the allegations in Paragraph 94.

95. The Village denies the allegations in Paragraph 95.

COUNT III: BREACH OF CONTRACT

96. The Village incorporates by reference Paragraphs 1 through 95 above as if fully rewritten herein.

97. Paragraph 97 asserts a legal conclusion to which no response is required. To the extent that a response is required, denied.

98. The Village denies the allegations in Paragraph 98.

99. The Village denies the allegations in Paragraph 99.

100. The Village denies the allegations in Paragraph 100.

101. The Village denies the allegations in Paragraph 101.

COUNT IV: DECLARATORY RELIEF/VIOLATION OF OHIO'S PUBLIC RECORDS ACT

102. The Village incorporates by reference Paragraphs 1 through 101 above as if fully rewritten herein.

103. Paragraph 103 asserts a legal conclusion to which no response is required. To the extent a response is required, the Village admits only that it is an Ohio political subdivision subject to R.C. 149.43.

104. The Village admits that Madeira submitted public records request on April 23, 2025 and a request for information on May 28, 2025, but denies the remaining allegations in Paragraph 104.

105. The Village denies the allegations in Paragraph 105.

106. Paragraph 106 asserts a legal conclusion to which no response is required.

107. The Village denies the allegations in Paragraph 107.

108. The Village denies the allegations in Paragraph 108.

AFFIRMATIVE DEFENSES

1. Plaintiff has failed to state a claim upon which relief can be granted.
2. Plaintiff's alleged damages, if any, were caused by its own conduct or that of its employees, agents, or representatives other than Defendant.
3. The acts or omissions of persons or entities other than Defendant constituted a superseding and intervening cause of Plaintiff's alleged damages, if any.
4. Plaintiff's alleged damages, if any, are subject to setoff.
5. Plaintiff has failed to mitigate its alleged damages.
6. Plaintiff's claims are barred by the doctrine of illegality.
7. Plaintiff's claims are barred by the doctrines of unclean hands.
8. The Village reserves the right to assert any other additional or affirmative defenses as may be appropriate based upon facts and issues disclosed during the course of additional investigation and discovery.

COUNTERCLAIM

For its counterclaim against Plaintiff-Counterclaim Defendant the City of Madeira (“Madeira”), Defendant-Counterclaim Plaintiff the City of the Village of Indian Hill (the “Village”) states as follows:

1. This case arises from Madeira’s breach of a contract with the Village for the provision and maintenance of water entered into on April 30th, 2012 (the “Water Service Agreement”), subsequently extended by amendment on October 16, 2023 (the “Amended Water Services Agreement”). Both the Water Service Agreement and the Amended Water Service Agreement prohibit either party from terminating unless (1) the other party defaults **and** (2) the terminating party has “reasonable cause.” **Neither** of the two required conditions have been satisfied, because the Village has not breached, **nor** is there reasonable cause to terminate the Amended Water Service Agreement. Therefore, Madeira’s termination constitutes a breach of the Amended Water Service Agreement.

2. Madeira’s breach of the Water Service Agreement also creates a breach of the Joint Fire District Agreement. This agreement required Madeira and the Village to provide the “highest possible level of fire and emergency medical services within the incorporated areas of Madeira and [the Village] utilizing the given resources of the contributing communities.” The Chief of the Joint Fire District informed Madeira’s city council that terminating the Amended Water Service Agreement would substantially hinder the Joint Fire District’s ability to achieve that objective.

3. Despite being aware that Madeira’s termination of the Amended Water Service Agreement would constitute breaches of the Water Service Agreement and the Joint Fire District Agreement, Madeira did so anyway, citing contractually irrelevant and factually dubious justifications as its basis. As a matter of public policy, the wisdom of this decision and its impact

on the relationship Madeira has enjoyed with the Village for decades is best left to elected officials and their constituents to decide. But as a matter of law, Madeira's publicly-stated rationale ignores its contractual obligations owed to the Village, and is not a legally sufficient basis to unilaterally terminate the Amended Water Services Agreement.

4. The Village has exhausted extrajudicial efforts to resolve its dispute with Madeira amicably and in a collaborative manner. The Village did not ask Madeira to sever ties, and has always sought to preserve the relationship. At the same time, the Village has let Madeira know repeatedly that should Madeira proceed with a new water service provider, the Village will cooperate in facilitating that transition so long as it is made whole. Rather than address these matters as any neighbor and contractual partner should, Madeira filed this lawsuit.

5. Left with no alternative as a result of Madeira's actions and omissions, the Village now seeks relief from this Court.

The Facts

A. The Village's History of Providing Water to Madeira

6. While Madeira's Complaint focuses narrowly on selected communications exchanged over the past several months in support of its preferred narrative, a more complete historical context is important to understanding why Madeira's termination of the Water Service Agreement and Amendment are unlawful.

7. Over 70 years ago, Madeira joined the Village's water system to avoid the threat of annexation from the City of Cincinnati. As Madeira's former Mayor Doug Moormann opined in his "Mayor's Moment" column of the April-June 2025 edition of the Madeira News, "[i]n the 1920s, the then Village of Madeira received water from Cincinnati via watermains that ran from Madisonville to Indian Hill and onwards to Madeira. Threats of annexation to Cincinnati in the

1940s spurred the Village of Indian Hill to incorporate and purchase their branch of the system – switching Madeira’s east side water provider from Cincinnati to Indian Hill.” A true and accurate copy of the April-June 2025 edition of “Madeira News: The official newsletter of Madeira, Ohio,” is attached hereto as “**Exhibit A.**”

8. The “threats of annexation” alluded to by Madeira’s Mayor have been well-documented and litigated. Hamilton County Commissioners established Sewer District No.1 in 1925, encompassing land that is presently located in the Village, in order to supply the public with water via a 16-inch water main, as well as other mains. The cost of constructing the water mains was assessed against the property benefited, including the land owned by a residential development, Indian Hill Acres, Inc. (“Indian Hill Acres”).

9. At that time, the City of Cincinnati had a contract with the Hamilton County Commissioners to supply water to Sewer District No. 1 and other districts from its surplus water. While the contract expired on May 29, 1946, the City continued to supply water to residents who were already receiving it. But when Indian Hill Acres applied to connect its residential water main extensions to the City’s existing system, the City of Cincinnati refused to authorize the connection, despite the fact that Indian Hill Acres had already paid for construction of its portion of the City’s water system.

10. The City’s refusal was based on Indian Hill Acres’ unwillingness to comply with a compulsory ordinance the City passed that required landowners outside the City to commit to annexation proceedings in exchange for water service. The ordinance allowed exceptions where denial of water would cause great hardship or serious disadvantage, and the City manager at the time even recommended that such an exception be applied to Indian Hill Acres. The City’s

Council declined to grant the exception however, essentially holding Indian Hill Acres' access to water hostage in exchange for being annexed.

11. Faced with the choice of losing access to water or succumbing to annexation against its will, Indian Hill Acres filed a mandamus action against the City. In 1947, the First District Court of Appeals found that “[t]he City of Cincinnati during all the time material here has owned and operated municipal water works, with a capacity in excess of the normal requirements of the municipality and its residents. While there is apprehension that at no distant time its capacity may be taxed to supply the increased needs of the municipality, it is clear that at present there is a surplus of water and that this surplus is being disposed of to consumers outside the municipality.” *State ex rel. Indian Hill Acres v. Kellogg*, 81 Ohio App. 65, 76 N.E.2d 398, 399 (May 5, 1947)

12. Indian Hill Acres was initially victorious in the First District Court of Appeals, which held that the City could not discriminate against Indian Hill Acres by refusing to supply water on the same terms as it did to other residents in Sewer District No. 1 who succumbed to the pressure of annexation agreements. However, the Ohio Supreme Court reversed the decision on appeal, finding that the annexation ordinance was a valid exercise of the City's power under the Ohio Constitution to decide whether to continue supplying surplus water to surrounding areas or not. *State ex rel. Indian Hill Acres v. Kellogg*, 149 Ohio St. 461, 79 N.E.2d 319 (May 5, 1948).

13. As a result of the *State ex rel. Indian Hill Acres v. Kellogg* litigation, rather than allow its residents to be annexed at the hands of the City of Cincinnati, the Village purchased a water tower and existing mains from the City at considerable expense. The Village's water system has been enlarged several times since the 1940's, including a three-million-gallon underground storage facility at the water tower site. Indian Hill Water Works (“IHWW”) was established in 1949 with the construction of a plant on State Route 126. It is owned and operated by the Village,

and provides water supply and distribution maintenance service to the nearby communities of Terrace Park, Camp Dennison, Montgomery, Milford, Symmes Township, Columbia Township, and Madeira.

14. Madeira faced the same threat of annexation from the City of Cincinnati in the 1940's. In order to avoid annexing into the City of Cincinnati, Madeira contracted with the Village to receive water for its residents, thus beginning the over 70 partnership between the cities.

15. Today, IHWW sources its water from the Little Miami aquifer. Underground aquifers are often preferred over surface water sources because they tend to be less susceptible to contamination like the 2023 East Palestine train derailment that forced Greater Cincinnati Water Works ("GCWW") to shut off its Ohio River intake. Underground aquifers also take longer to become contaminated due to natural filtration as groundwater moves through layers of rock and sediment.

B. The Water Services Agreements.

16. For approximately 76 years since the Village was forced to purchase a portion of the City of Cincinnati's water system, housing growth and the accompanying water system expansion have left Madeira with two different water suppliers: IHWW, servicing Madeira's east side, and GCWW, servicing Madeira's west side.

17. Over the past 76 years, the Village and Madeira have contracted for the provision and maintenance of water by IHWW. On April 30, 2012, the Village and Madeira once again entered into an iteration of such a contract - the Water Service Agreement. Under the Water Service Agreement, much as it had for decades, the Village agreed to provide Madeira with potable water

in exchange for payments and other material covenants from Madeira. A true and accurate copy of the Water Service Agreement is attached to this Complaint as “**Exhibit B.**”¹

18. Madeira owns its east-side water mains, and IHWW supplies the water that runs through them. In contrast, GCWW owns *and* services the water mains on Madeira’s west side. Additionally, the Village continues to make and pay for “ordinary repairs and minor replacements to the general distribution system of Madeira.” Major repairs and replacements would be performed by the Village as well, but would be paid for by Madeira. Ex. B, § 5.

19. The Parties agreed that the Water Service Agreement would last for twenty years, “provided however, that either party may cancel this Agreement **upon the default** of the other party in its obligations hereunder, **and** provided further that either party may cancel this Agreement for **reasonable cause** upon two years written notice to the other party.” Ex. B, at § 11 (emphasis added).

20. Put differently, the Water Service Agreement prohibits termination unless (1) the other party defaults **and** (2) the terminating party has “reasonable cause.”

21. The merits of this bargained for early termination provision are readily apparent. By mandating that an early termination requires both a default **and** reasonable cause, the parties assured themselves that immaterial contractual disputes would not be used as a pretext to void this 20-year agreement. Further, by specifying that any permitted termination would still require a 2 year period in which to separate, the parties further assured themselves that this intimately connected service would be separated in a deliberate manner over time that best protected both communities.

¹ The Water Service Agreement referred to herein was referred to as the “2012 Water Service Contract” or “Contract” and attached to Plaintiff’s Complaint as “Exhibit A.”

22. Under the terms of the Water Service Agreement, Madeira agreed that residents within the Madeira Service area would pay 1.25 times the rate charged to consumers within the Village “when the balance in the Madeira Capital Fund is less than \$500,000.” This 25% surcharge for Madeira residents was merely collected by the Village, which then gave it to Madeira to fund improvements to its water infrastructure that had long been deferred. Ex. B, § 7(A).

23. For approximately 70 years since the creation of IHWW, Madeira had willfully and consciously deferred water main replacements. During that time, the Village handled water main breaks, project inspections, home leak checks, meter readings and line locating at no cost to Madeira. But finally, over the past 6 years, Madeira began replacing a large volume of its water infrastructure as the longstanding deferred replacement left its infrastructure in a deteriorating state. These replacements were what Madeira’s 25% surcharge was intended to address. However, as time went on, it became evident that the surcharge was not sufficient to account for the necessary volume of Madeira’s infrastructure replacement. Accordingly, Madeira decided to increase the surcharge from 25% to 41% in 2023.

24. After the Village passed an October 16, 2023 ordinance to amend the Water Service Agreement (the “2023 Ordinance”), on December 5, 2023 Madeira and the Village executed an amendment to the Water Service Agreement (the “Amended Water Service Agreement” and with the Water Service Agreement, the “Water Service Agreements”). A true and accurate copy of the 2023 Ordinance with the accompanying Amended Water Service Agreement is attached to this Complaint as “**Exhibit C.**”²

² The Amended Water Service Agreement referred to herein was referred to as the “2023 Amendment” and attached to Plaintiff’s Complaint as “Exhibit B.”

25. Under the Amended Water Service Agreement, the Parties agreed to extend the general terms of the Water Service Agreement for an additional 20 years from the date of the Amended Water Service Agreement's execution, lasting until December 5, 2043. Ex. C, at § 11.

26. Additionally, the Parties agreed to raise the rate charged to residents within the Madeira Service area from 1.25 times the rate charged to Indian Hill customers to 1.41 times the rate charged to Indian Hill Customers. *Id.* at § 7(A). Again, this 41% surcharge to Madeira residents was merely collected by the Village before it was passed along to Madeira to help Madeira fund Madeira's deteriorating water infrastructure.

27. Importantly, the Amended Water Service Agreement restated the termination language from the 2012 Water Service Agreement described above, which permitted either party to cancel the Amended Water Service Agreement only if (1) the other party defaulted, **and** (2) the terminating party had "reasonable cause" to terminate the Amended Water Service Agreement. *Id.* at §§ C, 11 (emphasis added).

28. Neither the Water Service Agreement nor the Amended Water Service Agreement define "reasonable cause." However, numerous Ohio courts have rejected the notion that a business decision, which is proffered by Madeira here, is sufficient to terminate an agreement which only permits termination for reasonable cause. *Esber Beverage Co. v. Wine Group, Inc.*, 2012-Ohio-1215, ¶ 28 (5th Dist.) (interpreting "just cause" to require a breach of contract or other violation of state law); *Ma v. Cincinnati Children's Hospital Med. Cntr.*, 2023-Ohio-1727 (1st Dist.) (same); *Dayton Heidelberg Dist. Co. v. Vinters Intern. Co. of New York*, 1991 WL 1119912 (S.D. Ohio Apr. 8, 1991); *Tri-County Wholesale Dist., Inc. v. The Wine Group, Inc.*, 2010 WL 3522973 (S.D. Ohio Sept. 2, 2010); *see also City of Beverly Hills v. Village of Velda Village Hills*, 925 S.W.2d 474, 476 (Mo. App. Ct. 1996) (holding that the village breached its police services

agreement with a neighboring city because the agreement permitted the village to terminate only for “cause shown” and the village was unable to point to any specific breach by the city).

29. Therefore, even if it were true that the Water Service Agreements could be terminated only with reasonable cause, no such cause is present here.

30. Finally, Madeira’s position that the Amended Service Agreement “contemplates” the transition of Madeira’s water lines to GCWW is incorrect. The only language related to transitioning Madeira’s water lines is in Section 12. That Section provides: “Madeira and Indian Hill agree to meet on a regular basis and to negotiate in good faith the transfer of water mains owned by Madeira to Indian Hill.” Ex. C, § 12 (emphasis added).

C. The Madeira & Indian Hill Joint Fire District.

31. The longstanding mutually beneficial relationship between the Village and Madeira has not been limited to the provision of water. The Madeira & Indian Hill Joint Fire District (the “Joint Fire District”), originally organized as the Madeira Volunteer Fire Company in 1924, had several name iterations prior to the establishment of the present Joint Fire District in 1985. Funding for early operations of the “Madeira & Vicinity Fire Company” came from the sale of stock to the residents of the area in 1927. The first Board of Trustees was established in March 1927. The first full-time position was created with the employment of a Fire Chief in 1940. By 1950, four full-time positions were staffed. By 1962, 5 full-time positions were staffed, and the number increased incrementally until 17 career positions were established in 2005.

32. Prior to 1985, the then “fire company” was a private, non-profit organization that contracted for services with Madeira and the Village. In 1985, the organization became a joint fire district under Ohio law and reorganized to its present form. Principal funding for the Joint Fire District’s operations is provided by Madeira and the Village, who split the costs on a 50/50 basis

from their respective general funds. Today, the Joint Fire District is governed by a 12-member Board of Trustees, with one member from each of the Village's and Madeira's City Councils, and 5 more elected trustees from each community.

33. The most recent Joint Fire District Agreement binding Madeira and the Village was extended on January 13, 2025 (the "Joint Fire District Agreement"). Under the Joint Fire District Agreement, as they have for decades, the Village and Madeira agree to provide joint fire protection and emergency medical services within the Village and Madeira. A true and accurate copy of the Joint Fire District Agreement is attached to this Complaint as "**Exhibit D.**"

34. The Joint Fire District Agreement further states, "[i]t shall be the intent of the Parties to continue providing **the highest possible level of fire and emergency medical services within the incorporated areas of Madeira and [the Village] utilizing the given resources of the contributing communities.**" Ex. D, at § 11 (emphasis added).

D. Madeira Breaches the Water Service Agreement and the Joint Fire District Agreement by Providing Notice of its Intent to Terminate the Water Service Agreement.

35. In May of 2023, the U.S. Environmental Protection Agency began rulemaking on creating legally enforceable regulations on per- and polyfluorinated substances ("PFAS") in drinking water. While the Village has always maintained compliant water systems, the Village and Madeira were aware of this proposed rulemaking when they entered the Amended Water Service Agreement in October of 2023, and nevertheless understood that new regulations could require the Village and Madeira to invest in the installation of capital improvements that may become necessary for future compliance.

36. In April of 2024, the U.S. Environmental Protection Agency finalized the regulations on PFAS. Under the new EPA rules, public water systems would be required to conduct initial monitoring by April 26, 2027, and include PFAS information in their Consumer

Confidence Report. All public water systems would have to meet and comply with the newly established maximum contaminant levels by April 26, 2029, to allow for capital improvements needed to address PFAS contamination.

37. Soon after the EPA's April 2024 PFAS announcement, the Village contacted Madeira to revisit the proposed regulations that had initially been proposed nearly a year prior. The Village, like any high-quality water service provider planning for stricter regulations, discussed incorporating the financing of future water rates and necessary capital improvements into an extended water service agreement with Madeira that would last for an additional thirty years. Madeira then began researching other water provider options, soliciting proposals from both IHWW and GCWW. The Village participated in these discussions with Madeira under the belief that Madeira would continue to uphold its duty of good faith alongside its longstanding and ongoing obligations set forth in the Water Service Agreements. The Village never viewed these discussions as an indication that Madeira was somehow entitled to walk away from its binding 20-year commitment to the Village.

38. But in October of 2024, merely a year after agreeing to a twenty-year extension of the Water Service Agreement via the Amended Water Service Agreement, Madeira's City Council began discussing in earnest termination of the Amended Water Service Agreement and entering into a new water service agreement with GCWW.

39. Importantly, in discussing the termination, Madeira's City Council focused on assumptions and future forecasts which had nothing to do with the Village's performance under the Water Service Agreements. As the November 25, 2024 Madeira Meeting Minutes reflect, Mayor Moormann "encouraged the council to focus on cost before water quality. Both IHWW and GCWW qualities are acceptable and meet standards. Madeira schools prefer GCWW due to

the cost. The Fire Department is neutral.” A true and accurate copy of the November 25, 2024 Madeira City Council meeting minutes is attached to this Complaint as “**Exhibit E.**” Then-Mayor Moormann later reiterated in his Mayor’s Moment column that IHWW was a “quality provider” alongside GCWW.

40. Following the November meeting and amidst Madeira City Council’s ongoing conversations, on February 4, 2025, Steve Oughterson, the Fire Chief of the Joint Fire District, sent an email to Madeira’s City Manager and Mayor, raising concerns about how a switch from IHWW to GCWW would impair the Joint Fire District’s services. Chief Oughterson, who resides outside of the Joint Fire District, wrote that “[i]f the city decides to go with GCWW, we lose the ability to use the Miami Rd to Camargo Rd. water main to deliver water effectively to Blome Rd. which is our main feeder for most of our northern portion of the JFD. Just a quick look at the area affected, I see the JFD losing [gallons per minute] for approximately 300 homes... This reduction of available fire flow reduces our operational ability to fight fire. I view the JFD as one fire district, not two separate cities and I’m concerned.” A true and accurate copy of this email is attached to this Complaint as “**Exhibit F.**”

41. At no point had Madeira alleged that the Village was in breach of the Water Service Agreements. Yet despite the longstanding relationship between both municipalities, and the safety concerns raised by the Chief of their shared Joint Fire District, Madeira’s City Council voted to move forward with the first reading of an ordinance to terminate the Water Service Agreements at its February 24, 2025 meeting. A true and accurate copy of City of Madeira Ordinance No. 25-02 is attached to this Complaint as “**Exhibit G.**”³

³ A copy of Ordinance 25-02 was attached to Plaintiff’s Complaint as “Exhibit C.”

42. On March 11, 2025, the Village sent a letter through its legal counsel to Madeira's City Manager informing Madeira that the Water Service Agreements did not permit unilateral termination absent a default by Village and reasonable cause. The letter also informed Madeira that terminating the Water Service Agreements would cause decreased fire flows and reduce the Joint Fire District's ability to fight fires in breach of the Joint Fire District Agreement. Finally, the letter requested a meeting between the Village and Madeira to "resolve this issue in an amicable and neighborly manner." A true and accurate copy of this letter is attached to this Complaint as "**Exhibit H.**"⁴

43. Madeira did not respond to the Village's March 11, 2025 letter.

44. On April 15, 2025, the Village sent Madeira another letter, imploring Madeira "[i]n the spirit of the over-75-year partnership" between the two communities to meet and discuss a resolution which would prevent either party from suffering damages. A true and accurate copy of this letter is attached to this Complaint as "**Exhibit I.**"⁵

45. Madeira may well have continued to ignore the Village's efforts to reconcile its unlawful termination, but on April 18, 2025, it received a request for technical information from GCWW. Suspecting that it could pass on the burden of answering GCWW's inquiry to the Village's staff, Madeira thought better of continuing to ignore the Village's communications. On that same day, Madeira responded through its legal counsel, but made no mention of GCWW's request from that same day and again refused to meet to discuss potential solutions. A true and accurate copy of Madeira's response is attached to this Complaint as "**Exhibit J.**"

46. Shortly thereafter, Madeira engaged outside counsel to issue a public records request to the Village on April 23, 2025 via online record request and regular mail. Madeira's law

⁴ A copy of the March 11 letter was attached to Plaintiff's Complaint as "Exhibit J."

⁵ A copy of the April 15 letter was attached to Plaintiff's Complaint as "Exhibit K."

director emailed a copy of the public records request to the Village's law director on April 28, 2025, the morning of Madeira's next City Council meeting. A true and accurate copy of the Public Records Request is attached to this Complaint as "**Exhibit K.**"

47. The thrust of Madeira's public records requests to the Village, coupled with its refusal to meet in good faith at the Village's request in hopes of finding an amicable resolution that was mutually beneficial to both communities, set the stage for Madeira to manufacture a pretextual basis that would justify terminating the Water Services Agreement. The requests made clear that Madeira intended to engage in revisionist history, backfilling its publicly-stated rationale for terminating the Water Service Agreements by inventing some specious basis upon which it could claim the Village was in breach or had otherwise defaulted under the Amended Water Service Agreement.

48. After repeatedly refusing to meet with the Village, Madeira passed Ordinance 25-02 on April 28, 2025. While the Ordinance directed Madeira's City Manager to send a Notice of Termination to the Village, none was sent. The Ordinance also directed the City Manager to "develop a budget for Council's appropriation of necessary funds seamlessly effectuating the forthcoming transition" from the Village's Water System to GCWW's. *See* Exh. G, p. 1.

49. Despite Madeira's hostile behavior, the Village continued in its good faith efforts to meet with Madeira to resolve the issue. On April 30, 2025, the Village's Solicitor, Scott D. Phillips, emailed Madeira's Law Director, Brian Fox, and asked for dates for a meeting. Mr. Phillips also informed Mr. Fox that the Village was actively working on responding to the records request.

50. Mr. Fox responded on April 30th but did not provide dates. Instead, Mr. Fox asked for dates from the Village.

51. The next day, Mr. Phillips emailed Mr. Fox and provided dates that the Village was available for a meeting.

52. Madeira did not respond to this email.

53. On May 5, 2025, Mr. Phillips emailed Mr. Fox again and again asked if any of the dates provided worked for Madeira.

54. A few days later, Mr. Fox finally responded and said that he was still working on figuring out Madeira's availability.

55. Finally, on May 15, 2025, Mr. Fox told Mr. Phillips that Madeira would be available on May 28, 2025.

56. While the Village stood firm in its belief that Madeira's termination was unlawful, it approached the May 28th meeting in a good faith effort to resolve Madeira's breach without litigation. As part of that meeting, the Village agreed to hire Burgess & Niple to analyze the cost of remediating the fire flow issues raised by Steve Oughterson. *See* Exh. F.

57. At the same meeting, Madeira asked Indian Hill to provide responses to requests for information that Madeira had received from GCWW. Madeira forwarded GCWW's information requests to Indian Hill shortly after the meeting.

58. After reviewing the requests, Indian Hill concluded that the majority of the requests sought information on Madeira's infrastructure, not Indian Hill's. The Village responded to the requests to the extent that they related to the Village. The Village did not take on the substantive process of collecting information on Madeira's infrastructure for several reasons, not the least of which included the fact that the information was already accessible to Madeira.

59. On August 26, 2025, Burgess & Niple sent the Village a Technical Memorandum outlining the fire flow deficiencies and recommended improvements including conceptual project

costs needed to restore fire flow back to existing conditions with the disconnection of the Madeira system. The Memorandum stated that the required improvements would cost at least \$13,000,000.

60. On September 10, 2025, the Village provided a copy of the Burgess & Niple Memorandum to Madeira at a meeting intended to discuss its findings and what steps would be necessary to transition Madeira's water services in a "seamless" manner without damaging the Village. Prior to the meeting, the Village had repeatedly requested assurances that Madeira would make it whole as part of the transition it sought, but Madeira refused to do so.

61. Despite Madeira's hostile position, the Village continued to seek input from Madeira over the course of the next several weeks as to its long-term plans.

62. On September 16, 2025, staff from Madeira, the Village, and GCWW met without attorneys present. The Village once again stated that it was willing to help with the transition so long as Madeira remedied the damage that would be caused by the transition.

63. The meeting ended with Madeira saying that GCWW and Madeira would review the Burgess & Niple report provided at the September 10th meeting and consider what amount of compensation needed to be provided to the Village. Madeira staff assured the Village that they would provide a response soon.

64. Madeira failed to follow up with the Village. After nearly a month passed without receiving any communication from Madeira, Dina Minneci, the City Manager for the Village, texted Madeira's City Manager, Michael Norton-Smith, and asked for an update, or in the alternative, an opportunity to meet again. Mr. Norton-Smith did not respond.

65. Instead, on October 13, 2025, Madeira proceeded with the first reading of Ordinance 2025-12 which incorporated Ordinance 25-02 and authorized sending a Notice of Termination of the Water Service Agreement to the Village (the "October 2025 Ordinance")

despite the fact that the Village had still not breached or otherwise defaulted under the Water Service Agreement. A true and accurate copy of the October 2025 Ordinance is attached to this Complaint as “**Exhibit L.**”

66. Ms. Minneci called Mr. Norton Smith on October 16, 2025, again requesting to meet with Madeira to work on a solution.

67. The next day, Mr. Norton-Smith finally responded, stating that they were meeting with GCWW on October 20th and that he would follow up afterwards.

68. On October 23rd, after Mr. Norton-Smith once again failed to contact the Village, Ms. Minneci sent another email to Mr. Norton-Smith. Ms. Minneci also included a public records request in this email, requesting records related to the October 2025 Ordinance. A true and accurate copy of this email is attached to this Complaint as “**Exhibit M.**”

69. On October 27th, Ms. Minneci sent another follow-up email to Mr. Norton-Smith. Again, Mr. Norton-Smith did not respond.

70. Despite the Village’s numerous attempts to contact Madeira, on October 27, 2025, Madeira passed the October 2025 Ordinance.

71. Among Madeira’s stated rationale for terminating the Water Service Agreements in favor of a new arrangement with GCWW was its size, which then-Mayor Moormann explained “allows for better absorption of the existing Madeira water loans, the ability to make necessary improvements in the Madeira system, and other future needs while spreading the costs over a regional network – minimizing concerns of large future rate increases that could occur with a smaller system.” In short, it appears that 76 years after holding its neighboring communities’ access to water hostage over a commitment to be annexed, GCWW is now interested in a more regional approach that would mitigate future rate increases for its customers at the risk and expense

of other water systems in the region – water systems born out of necessity to preserve the very existence of communities like Madeira and the Village.

72. In entering into the most recent Amended Water Service Agreement, as well as the preceding Water Service Agreement and prior iterations of water service agreements over the past 76 years, the Village relied upon Madeira's covenants and representations. It conducted countless repairs and maintained water lines for Madeira residents over the years at no additional cost. It invested in improvements to infrastructure and water treatment technologies with the expectation that those costs would be shared by the Madeira residents that they were designed to benefit for decades to come. Now, the Village will be forced to address the significant impact of Madeira's withdrawal from the Water Service Agreements, including the reduction of water pressure and fire flows throughout the Joint Fire District.

73. Additional immediate improvements to IHWW's infrastructure outside of Madeira will be necessary to prevent the diminution of services. Coupled with future lost revenues from Madeira residents that were reasonably anticipated under the Water Service Agreement and Amended Water Service Agreement, the Village's losses are estimated to be millions of dollars.

74. The day after Madeira passed the October 2025 Ordinance, Ms. Minneci emailed and left another voicemail for Mr. Norton-Smith and reiterated that the Village sought a good faith resolution for both parties.

75. Despite these efforts, and the longstanding relationship between the parties, Mr. Norton-Smith did not respond.

76. By November 13, 2025, the Village had still not received any response related to its October 27th Public Records Request. Accordingly, on November 13, 2025, the Village sent a

demand letter to Madeira demanding that it respond to the Village's public records request. A true and accurate copy of this letter is attached as "**Exhibit N.**"

77. While Madeira eventually provided records to the Village, Madeira persisted in its refusal to meet to discuss a resolution.

78. On November 24, 2025, Madeira sent a formal notice purporting to terminate the Amended Water Service Agreement. A true and accurate copy of this notice is attached to this Complaint as "**Exhibit O.**"

79. In the notice, Madeira lists five reasons why their termination is lawful. However, all the reasons listed are mere perfunctory attempts to justify their unlawful termination.

80. The Village responded to this notice on December 17, 2025. In its response, the Village reiterated the damage that would be caused by Madeira's termination and requested, once more, that Madeira provide assurance that the Village would be made whole. A copy of the Village's response is attached as "**Exhibit P.**"

81. Madeira never responded to this letter and remained persistent in its refusal to meet with the Village. Instead, Madeira initiated the present lawsuit in February of this year in both the Court of Common Pleas and the court of public opinion. Since filing its Complaint, Madeira issued a "Letter to Madeira Residents from Mayor Henning (February 2026)" and has continued to seek solace from confused and frustrated residents by curating responses to "Frequently Asked Questions" about its decision to switch water service providers as recently as February 27th, 2026.⁶ Nothing about the Letter or FAQ responses suggests that Madeira's purported termination of the Amended Water Service Agreement was due to any breach or failure to perform by the Village. Ironically, the Letter and responses reiterate Madeira's "commitment to collaboration," while

⁶ Available at https://www.madeiracity.com/how_do_i_learn_about/water_provider_transition/index.php.

omitting any mention of the repeated ignored requests by Village staff and counsel to meet with Madeira's representatives over the past several months.

82. Madeira's refusal to hold the Village harmless for the unlawful breach caused by Madeira's termination of the Amended Water Service Agreement leaves the Village with no choice but to seek relief from this Court.

COUNT ONE: DECLARATORY JUDGMENT

83. The Village incorporates the foregoing paragraphs as if fully restated herein.

84. The Amended Water Service Agreement provides that "either party may cancel this Agreement upon the default of the other party in its obligations hereunder, **and** provided further that either party may cancel this Agreement for reasonable cause upon two years written notice to the other party." Ex. C, § C, 11 (emphasis added).

85. The Village and Madeira agree that Madeira did not terminate the Amended Water Service Agreement due to any breach by the Village.

86. Madeira alleges that future financial forecasts and assumptions provide a sufficient basis to terminate the Amended Water Service Agreement.

87. The Village requests that the Court declare that Madeira's termination constitutes a breach of the Amended Water Service Agreement.

COUNT TWO: BREACH OF CONTRACT

88. The Village incorporates the foregoing paragraphs as if fully restated herein.

89. The Amended Water Service Agreement is a valid and legally enforceable contract that the Village and Madeira entered into freely and without duress.

90. The Village has not breached or otherwise defaulted under the Water Service Agreement or the Amended Water Service Agreement.

91. Therefore, Madeira's purported termination of the Amended Water Service Agreement under Section 11 is a violation of the same.

92. Madeira has further breached the implied covenant of good faith and fair dealing implicit in every contract, including the Amended Water Service Agreement.

93. As a direct and proximate result of Madeira's breach of the Amended Water Service Agreement, the Village has suffered past and future damages in an amount to be determined at trial in excess of \$25,000.

COUNT THREE: BREACH OF CONTRACT

94. The Village incorporates the foregoing paragraphs as if fully restated herein.

95. The Joint Fire District Agreement is a valid and legally enforceable contract that the Village and Madeira entered into freely and without duress.

96. The Joint Fire District Agreement states, "[i]t shall be the intent of the Parties to continue providing the highest possible level of fire and emergency medical services within the incorporated areas of Madeira and [the Village] utilizing the given resources of the contributing communities." Ex. D, at § 11.

97. Madeira breached the Joint Fire District Agreement by terminating the Amended Water Service Agreement, thereby underutilizing the given resources of the contributing communities and substantially impairing the Fire Department's ability to deploy the necessary water to fight fires and perform services for the residents of Madeira and the Village.

98. Madeira has further breached the implied covenant of good faith and fair dealing implicit in every contract, including the Fire District Agreement.

99. As a direct and proximate result of Madeira' breach of the Amended Water Service Agreement, the Village has suffered past and future damages in an amount to be determined at trial in excess of \$25,000.

COUNT FOUR: BREACH OF CONTRACT – SPECIFIC PERFORMANCE

100. The Village incorporates the foregoing paragraphs as if fully restated herein.

101. The Amended Water Services Agreement and the Water Service Agreement are valid and legally enforceable contracts that the Village and Madeira entered into freely and without duress.

102. As explained above, Madeira has materially breached the Water Service Agreement and the Amended Water Services Agreement.

103. The Village is entitled to specific performance of the Water Service Agreement and the Amended Water Service Agreement and an order requiring Madeira to comply with all obligations set forth therein.

COUNT FIVE: DECLARATORY JUDGMENT

104. The Village incorporates the foregoing paragraphs as if fully restated herein.

105. The Ohio Public Records Act does not require the Village to respond to requests that are unduly burdensome and/or overly broad. *State ex rel. Dillery v. Icsman*, 92 Ohio St.3d 312, 314-15 (2001) (request for all records “containing any reference whatsoever” to a certain topic was overly broad); *Kanter v. City of Cleveland Hts.*, Ct. of Cl. No. 2018-01092PQ, 2018-Ohio-4592 (request for “all...communications, messages, schedules, logs, and documents between City [] and a newspaper ‘regarding’ requester and over a specific date range was overly broad.”).

106. Under the same logic, Ohio courts find that requests for all records having to do with a particular topic are overly broad. *State ex rel. Zidonis v. Columbus State Community College*, 2012-Ohio-4228, ¶ 21-22.

107. Madeira submitted public records request on April 23, 2025 and a request for information on May 28, 2025.

108. The Village properly rejected certain requests because they were overly broad and/or unduly burdensome. In rejecting these requests, the Village asked Madeira to modify its requests.

109. The Village further informed Madeira that its requests for information did not seek public records as defined by Ohio Law. The Village further noted that information being sought by Madeira implicated the delivery of water and plumbing services along with other sensitive infrastructure information that could pose a security risk to the Village if widely disseminated or misappropriated. *See* R.C. 149.433(B)(2).

110. Despite complying with Ohio law, Madeira asserts that the Village's responses violated Ohio's Public Records Act.

111. An actual controversy exists regarding the Village's compliance with R.C. 149.43.

112. Accordingly, the Village request a declaration that its conduct was not in violation of R.C. 149.43.

PRAYER FOR RELIEF

The Village requests that the Court enter judgment as follows:

- a. On Count One, declare that Madeira's termination of the Water Service Agreements constitutes a breach of the Amended Water Service Agreement and the Water Service Agreement;

- b. On Count Two, award compensatory damages in favor of the Village and against Madeira in an amount to be determined at trial in excess of \$25,000 inclusive of all damages, attorney's fees, costs, and interest;
- c. On Count Three, award compensatory damages in favor of the Village and against Madeira in an amount to be determined at trial in excess of \$25,000 inclusive of all damages, attorney's fees, costs, and interest;
- d. On Count Four, an order requiring Madeira's specific performance of the Amended Water Services Agreement and the Water Services Agreement; namely that Madeira is unable to terminate the agreements and remains bound by them;
- e. On Count Five, a declaration that the Village has complied with R.C. 149.43 in responding to Madeira's public records requests; and
- f. All other relief to which the Village may be entitled to in law or in equity.

Respectfully submitted,

Charles B. Galvin
Scott D. Phillips (0043654)
sPhillips@fbtgibbons.com
Charles B. Galvin (0091138)
cgalvin@fbtgibbons.com
Robert Mumma (0103404)
bmumma@fbtgibbons.com
FBT GIBBONS LLP
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069
(513) 870-8206 (phone)
(513) 870-0999 (facsimile)

*Counsel for Counterclaim-Plaintiff,
The City of the Village of Indian Hill*

INSTRUCTIONS FOR SERVICE

I hereby certify that a true and accurate copy of the foregoing was served on the following
by electronic mail this 12th day of March, 2026:

Brian Fox, Esq.
FOX & ZIEPFEL, LLC
215 Main St, Ste B
Hamilton, Ohio 45013
Brian@FoxZip.law

Chad R. Ziepfel
TAFT STETTINIUS & HOLLISTER LLP
301 E. Fourth Street, Suite 2800
Cincinnati, Ohio 45202
ctiepfel@taftlaw.com

Charles B. Galvin
Charles B. Galvin (0091138)

9223302.0801210 4931-6168-9747v9