

ATTACHMENT 1

**FIFTH AMENDMENT
TO THE WARREN COUNTY WATER AREA CONTRACT**

This *Fifth Amendment to the Warren County Water Area Contract* (“Fifth Amendment”) is made and entered into effective as of the later of such dates indicated below the parties’ respective signatures hereto (the “Effective Date”) by and between the City of Cincinnati (“Cincinnati”), acting through its City Manager, and the Board of County Commissioners of Warren County, Ohio (“County”), acting pursuant to Chapters 307 and 6103 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, Cincinnati and the Board of County Commissioners of Warren County, Ohio entered into a *Warren County Water Area Contract* dated February 17, 1995 (as amended, the “Contract”), providing for Cincinnati through its Greater Cincinnati Water Works (GCWW) to supply surplus water within portions of Warren County defined in that agreement as the retail water area and wholesale water area; and

WHEREAS, the County and Cincinnati entered into the *First Amendment to the Warren County Water Area Contract* on December 12, 1996 to collaborate on the construction of a transmission main on State Route 3/U.S. Route 22, allowing Cincinnati to provide wholesale water to the Western Water Company; and

WHEREAS, the County and Cincinnati entered into the *Second Amendment to the Warren County Water Area Contract* on June 17, 1997 for improvements including the construction of a transmission main along Columbia Road and Socialville-Fosters Road and oversizing of the State Route 3/ U.S. Route 22 transmission main to increase the supply of water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* dated February 15, 2017 to clarify the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development; and

WHEREAS, the County and Cincinnati entered into the *Fourth Amendment* effective December 23, 2020 to add certain properties in the unincorporated area of Warren County to the “Warren County Retail Water Area” as defined in the Contract so that they could be served by Cincinnati’s GCWW under the Contract’s terms; and

WHEREAS, additional properties in the unincorporated are of Warren County (listed in Exhibit A hereto) (the “Properties”) do not currently have public water service, and do no have convenient access to a Warren county Water main; and

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WHEREAS, GCWW has water mains in the vicinity of the Properties and is able to provide retail water service to the Properties; and

WHEREAS, the County and Cincinnati desire to enter into this Fifth Amendment to add the Properties to the “Warren County Retail Water Area” as defined in the Contract so that they may be served by Cincinnati’s GCWW under the Contract’s terms;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements contained herein, the parties hereto agree to amend and supplement the Contract as follows:

1. **Warren County Retail Water Area.** The definition of “Warren County Retail Water Area” in Section 1 (b) of the Contract shall be amended to add the parcels listed on Exhibit A and depicted in the areas shown in the maps on Exhibit B hereto.
2. **Ratification.** All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Agreement, as amended hereby, is hereby ratified by the parties.
3. **Counterpart execution.** This Amendment may be executed in counterparts and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.
4. **Exhibits.** The following exhibits are hereby attached and incorporated into this Fourth Amendment:
 - a. Exhibit A – List of the Properties
 - b. Exhibit B – Map depicting the Properties

[SIGNATURE PAGES FOLLOW]

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CITY OF CINCINNATI

IN WITNESS WHEREOF, the City of Cincinnati has caused this Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. _____, dated _____.

CITY OF CINCINNATI

By: _____

Sheryl M. M. Long,
City Manager

Date: _____, 20__

RECOMMENDED BY:

Verna J. Arnette, Interim Director
Greater Cincinnati Water Works

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

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WARREN COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by _____, its _____, on the date stated below, pursuant to Board Resolution No. _____, dated _____.

**THE BOARD OF COUNTY
COMMISSIONERS WARREN
COUNTY, OHIO**

SIGNATURE: _____

—

NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Assistant Prosecutor

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EXHIBIT A

To Fifth Amendment to the Warren County Area Contract
(List of Properties)

Account No.	Parcel No.	Area (Acres)	House Number	Road	Township
6500625	12194760010	0.606	5141	Cox-Smith Road	Union
6606563	12133000280	5.049	4800	Cox-Smith Road	Union

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EXHIBIT B
To Fifth Amendment to the Warren County Area Contract
(Map Depicting Properties)

