

**AMENDED AND RESTATED WATER SERVICE AGREEMENT**  
(Wholesale and Retail Service to Warren County, Ohio)

This *Amended and Restated Water Service Agreement* (“Agreement”) is entered into effective as of the Effective Date (as defined on the signature page hereon) by and between the CITY OF CINCINNATI, an Ohio municipal corporation through its Greater Cincinnati Water Works (“GCWW”), with offices located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232 (“Cincinnati”), and the BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO an Ohio county and political subdivision (“County”), whose address is 406 Justice Drive, Lebanon, Ohio 45036.

**RECITALS:**

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (“GCWW”), a city department and municipal water utility that treats and supplies water to properties within Cincinnati pursuant to Ohio Constitution Article XVII, Section 4. Cincinnati is empowered pursuant to Ohio Constitution Article XVII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City Council. GCWW is licensed by the Ohio EPA to operate as the Cincinnati Public Water System, a Revised Code 6109 public water system.
- B. The County is a regional water supplier that owns and operates water treatment plants, booster pump stations, distribution mains, and storage tanks used to serve retail customers and provide wholesale water to neighboring water utilities.
- C. Cincinnati has been supplying surplus water and water service to portions of the County pursuant to a Warren County Water Area Contract dated February 17, 1995 (as amended, the “Contract”), defined therein as the “Retail Area” and “Wholesale Area”. The term of the Contract ends on December 31, 2025.
- D. The Contract was amended by a *First Amendment* dated December 12, 1996, providing for the parties’ collaboration on the construction of a transmission main on State Route 3/U.S. Route 22, permitting Cincinnati to provide wholesale water to the Western Water Company, Morrow, Ohio.
- E. The Contract was amended by a *Second Amendment* dated June 17, 1997, providing for improvements including the construction of a transmission main along Columbia Road and Socialville-Foster Road and the oversizing of the State Route 3/U.S. Route 22 transmission main to increase the water supply to the County, and extending the term of the Contract for five years from December 31, 2020, to December 31, 2025.
- F. The *Third Amendment* to the Contract, dated February 15, 2017, clarified the retail service boundary along Fields Ertel Road at the Cross Creek Estates residential development.
- G. The parties entered into a *Fourth Amendment*, dated December 20, 2020; a *Fifth Amendment*, dated December 21, 2022; a *Sixth Amendment*, dated May 16, 2024; a *Seventh*

*Amendment*, dated January 14, 2025, and an *Eighth Amendment*, dated May 2, 2025, all of which released and added certain properties in the unincorporated area of the County to the Retail Area as defined in the Contract, so that they could be served by GCWW under the Contract's terms.

- H. The County is in the process of expanding its treatment capacity and anticipates full transition of the supply of treated water for the Wholesale Area from GCWW to County water over approximately three years beginning January 1, 2026 and ending no later than December 31, 2028. The County has requested that GCWW: 1) continue to provide wholesale water service for the Wholesale Area during the transition period, 2) provide standby water service for the Wholesale Area after the transition period, and 3) continue to provide retail service to the Retail Area for the duration of the Contract.
- I. Cincinnati and the County desire to amend and restate the terms of the Contract to modify the Contract to extend the term of the Contract for an additional ten (10) years, with three (3) five-year renewal options, and to address the changes to water service for the Wholesale Area requested by the County as provided herein.
- J. This Agreement is authorized by Cincinnati City Council Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and the Board of County Commissioners Resolution No. \_\_\_\_\_, dated \_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the parties do hereby agree as follows:

- 1. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 1 ("Definitions").
  - A. "GCWW" shall mean the Greater Cincinnati Water Works, the department of the City of Cincinnati that operates the Cincinnati Water System.
  - B. "Cincinnati Water System." The water supply, production, treatment, transmission, storage, distribution, billing, collections and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati (including the County), in accordance with powers conferred upon municipalities by the Ohio Constitution and the laws of the State of Ohio. The Cincinnati Water System shall include the Warren County Retail Water Area as defined herein.
  - C. "Cincinnati Requirements." The Cincinnati ordinances (including, without limitation, applicable portions of the Cincinnati Municipal Code), laws, standards, specifications, engineering drawings, policies, and rules and regulations governing GCWW, as may be amended or changed by Cincinnati from time to time.
  - D. "Transition Period" means that period of time beginning January 1, 2026 and ending on the date indicated in the County's notice to GCWW, pursuant to Section 10 (*Notices*) of this Agreement, that the County will transition from wholesale to standby service ("Transition Date") per Section 4 (*Wholesale Area, Transition to Standby Water Service*). The Transition Date shall occur on or before December 31, 2028.

- E. “Warren County Water System.” The water supply, production, treatment, transmission, storage, distribution, billing, collections and related facilities owned and/or operated by the County for itself and its inhabitants, in accordance with powers conferred upon it by the Ohio Constitution and the laws of the State of Ohio. Except as may be expressly provided herein, the Warren County Water System shall include all facilities in the Wholesale Area beyond the master meter.
- F. “Warren County Retail Water Area.” Also referred to as the “Retail Area,” which shall mean the area so labeled on Exhibit A-1.
- G. “Warren County Wholesale Water Area.” Also referred to as the “Wholesale Area,” which shall mean the area so labeled on Exhibit A-2.
- H. “Water.” Surplus treated water determined in Cincinnati’s sole discretion not to be needed by Cincinnati or its inhabitants.
- I. “Water Service.” The provision of potable water to users in Warren County, Ohio.
- J. “Cincinnati Transmission Mains” . “Cincinnati Transmission Mains” are the water mains that are used by Cincinnati to furnish water to Warren County as shown and identified in Exhibit B.
- K. “Distribution Main” . “Distribution Main” means any main intended primarily to serve properties abutting the street or road in which the main is laid.
- L. “Director.” “Director” means the Executive Director of GCWW, also known as the Superintendent pursuant to the Charter of the City of Cincinnati.
- M. “City Manager.” “City Manager” means the City Manager of Cincinnati.
- N. “Standby Area”. Following the Transition Date, the Standby Area shall include Warren County’s customer area served by the Richard Renneker Water Treatment Plant.

## 2. TERM; TERMINATION.

- A. **Term.** The Term of this Agreement (“**Term**”) shall commence on the Effective Date as defined herein and shall remain in full force and effect until midnight of December 31, 2035 (the “**Initial Term**”). **By mutual agreement of the parties, this Agreement may be extended for three additional five-year periods, each ending on December 31 at 11:59 p.m. of the five-year period, (the “Renewal Term”). Unless otherwise provided in this Agreement, each renewal shall be automatically exercised unless one party provides written notice to the other party of an intent not to renew by the first business day of the month in which the Initial Term or a Renewal Term expires. References in this Agreement to**

**the “Term” shall include the Initial Term and the Renewal Term, if exercised. If the Initial Term or a Renewal Term is not renewed, the Agreement shall terminate at the end of the Term ( “Expiration Date”)** During the year prior to the Expiration Date, Cincinnati will make best efforts to notify the County, and both parties agree to negotiate in good faith for a new agreement or an extension of the Term. If the Term is not extended as provided herein, this Agreement will expire on the Expiration Date. Following the termination of this Agreement for any reason, Cincinnati may continue, but shall not be required, to provide water service to the County at rates to be established by Cincinnati in accordance with then-existing laws.

**B. Termination.** From and after termination of this Agreement:

- i. Cincinnati shall retain ownership of the Cincinnati Transmission Mains, as well as the rights to use any relevant easement and/or rights-of-way per Section 7 of this Agreement as long as the Cincinnati Transmission Mains are in use for Cincinnati Water System operations.
- ii. Cincinnati shall be entitled to retain ownership of any capital improvements currently owned by Cincinnati within the County unincorporated territory that are determined, in Cincinnati’s sole discretion, to be useful and/or necessary to provide retail and wholesale water service within the County. Cincinnati shall retain the rights to use any relevant easement and/or right-of way per Section 7 of this Agreement as long as the improvements retained by Cincinnati under this Subsection 2(B)(ii) (“*Term; Termination*”) remain in use for Cincinnati Water System operations.

3. **SUPPLY OF WATER NOT GUARANTEED.** Cincinnati’s furnishing of water service under this Agreement is pursuant to Cincinnati’s municipal authority under the Ohio Constitution to sell Water as defined herein. The parties agree and acknowledge that the supply of Water to the County is at all times dependent upon the existence of a surplus of water beyond the amount of water needed for users located within the corporate boundaries of the City of Cincinnati. Except a) where a surplus does not exist; b) in the case of breaks in mains, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice); c) where an insufficient supply of water exists, or d) where insufficient water is available at the Connections located outside of the corporate limits of Cincinnati, Cincinnati will use its best efforts to provide a potable, stable, and adequate supply of Water to the County, its inhabitants, and authorized properties within the corporate limits of the County. In the event of the occurrence of any of the conditions in the preceding sentence, Cincinnati shall have the right to allocate and prioritize Water service on a reasonable basis among the other non-Cincinnati political subdivisions served by Cincinnati (including those served by standby, wholesale or other water service), and there shall be no prior rights to service by reason of earlier date of contract. Cincinnati shall not be liable for any damages for its failure to furnish Water, and in no event shall Cincinnati be liable for consequential or special damages by reason of any failure to furnish water or to maintain any minimum of water

pressure, it being understood that the pressure and supply of Water is not guaranteed to consumers.

#### 4. **WHOLESALE AREA; TRANSITION TO STANDBY WATER SERVICE.**

**A. Transition.** During the Transition Period, the County shall become the primary water provider for the Wholesale Area and GCWW shall transition from being the primary water provider to Standby Service. Following the Transition Date, the Wholesale Area shall cease to exist, and the County shall be the primary source for treated water, and the Richard Renneker entire service area shall become the County Standby Area”, and GCWW shall continue to provide standby water service to the Standby Area for the remainder of the Term, according to the terms of Section 4(C).

#### **B. Wholesale Service.**

- i. Wholesale Service. Prior to the end of the Transition Period, and provided that the Cincinnati Water system has available Water as provided in Section 3 (*Supply of Water Not Guaranteed*) hereof, Cincinnati will make best efforts to furnish Water to the County through the Connections (as defined herein) to be used for provision of water in the Wholesale Area. However, the County’s usage shall not exceed an average daily usage of 2.5 MGD/day (3,342 CCF/day) as calculated over a one month billing cycle unless the County has obtained prior written approval from the GCWW Director.
- ii. The water supplied to the County under this Subsection 4(B) shall be restricted to usage within the Wholesale Area unless the Director has provided advance written consent and shall be used for public water supply purposes only. The County shall pay for all water received through the connections at the wholesale rates provided in Section 9 (*Water Rates*). Cincinnati shall have no responsibility for the Warren County Water System or water distribution activities (including billing and collection) within the Wholesale Area.

Starting on January 1, 2026, the County may use water from other sources, including the County wells for customer demands including domestic, fire suppression, irrigation and other non-potable purposes, provided that during the Term, no unregulated physical cross connections shall be made or exist between such sources and either the Cincinnati Water System or the Warren County Water System.

- iii. Billing. Cincinnati will read the master meters and bill the County monthly for usage in accordance with the wholesale rate provided in Section 9 (*Water Rates*) hereof. The monthly bills shall be for water furnished during the preceding month and shall include the master meter readings, amount of

water consumed, and the total water charge. The County shall have the right to inspect the master meters and Cincinnati's records to verify the accuracy of the amount of water furnished to the County. In case of failure to obtain a master meter reading due to equipment failure, Cincinnati shall have the right to bill the County based on estimated water usage from historic data. If the County contests the basis for this estimated usage, the matter shall be submitted to private mediation, which shall be non-binding. The costs of mediation shall be shared equally by Cincinnati and the County.

- iv. Payment. The County shall pay Cincinnati on or before the due date stated on the bill, which shall be no earlier than 45 calendar days from the date the bill is issued. If such bills are not paid when due, nonpayment fees shall be charged in accordance with the Cincinnati Requirements.

**C. Standby Service to the County.** Following the Transition Date, and provided that the Cincinnati Water System has available Water as provided in Section 3 (*Supply of Water Not Guaranteed*) hereof, Cincinnati will make best efforts to furnish standby water service to the County on a temporary basis through the Connections (as defined in Subsection 4(D)) to be used for provision of water in the Standby Area. for the following needs and no others:

- a. Emergency Use. The County shall obtain prior verbal approval from GCWW Distribution Dispatch at (513)591-7700 (24 hour) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, the County shall provide written notice to the GCWW Director of the reason for and extent of use of emergency standby water. For purposes of this section, an "Emergency" shall be defined as any situation arising from fire, flood, storm, water main break or other malfunction or breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health, property or normal business of the customers served by the water system experiencing the emergency. The parties agree that inadequate water supply due to inadequate facilities and/or high seasonal demand shall not be considered an emergency.
- b. Non-Emergency Use. The County may request to purchase surplus water for non-emergency purposes, such as system maintenance, which shall only be accessed with the prior written approval of GCWW.

Notwithstanding anything to the contrary in this Agreement, Cincinnati shall be excused from providing standby water if it is experiencing an exigency or emergency such as in the case of mains breaks, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice). The County further agrees and understands that since the location of the Connections are not within the

corporate limits of Cincinnati, that service to the County, or any other areas on a standby or emergency basis, is at all times dependent upon the availability of sufficient surplus water to the Connections.

The standby rates, billing and payment shall be as provided in Section 9 (*Water Rates*) hereof.

**D. Standby Service to Cincinnati.** In the event of an Emergency, GCWW shall obtain prior verbal approval from Warren County On-Call (513) 520-2919 (24 hour) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, GCWW shall provide written notice to the County Water Director of the reason for and extent of use of emergency standby water. In areas served by the Cincinnati Water System connected to the County Water System, by master meter located off the 16-inch GCWW main in Fields Ertel Road or by other interconnections (metered or unmetered) at mutually agreed to by GCWW and the County, the County shall, on a temporary basis, furnish standby water service to Cincinnati through such connections subject to approval of the County. Cincinnati shall pay the County for water furnished on this emergency basis at the standby rates specified in Section 9 (*Water Rates*) to be applicable for Cincinnati standby service to the County. Notwithstanding anything to the contrary in this Agreement, the County shall be excused from providing standby water if it is experiencing an exigency or emergency such as in the case of mains breaks, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice), and Cincinnati further agrees and understands that service to Cincinnati, or any other areas on a standby or emergency basis, is at all times dependent upon the availability of sufficient surplus water to the Connections.

**E. Connections and Master Meters.** The wholesale or standby Water supplied by Cincinnati to the County shall be taken from Cincinnati mains through master meter connections between the Cincinnati Water System and the Warren County Water System (including any connections installed in the future, the “Connections”).

i. Existing Connections. The existing Connections are as follows:

Location	Flow	Meter Information
Socialville-Foster Booster Station	From GCWW to Warren Co.	Metered
Fields Ertel Booster Station @ I-71	From GCWW to Warren Co.	Metered
Mason-Montgomery Rd @ Steeplechase	From GCWW to Warren Co.	Metered

Old 3C Hwy @ Little Miami Bike Trail	From GCWW to Warren Co.	<b>Non-Metered</b>
Snider Rd. and Fields Ertel Intersection	To/From GCWW to Warren Co.	Metered
I-71 @ The Beach Water Park	To/From GCWW to Warren Co.	Non-Metered

Cincinnati shall own and be responsible (at no cost to the County) for maintaining and replacing the master meters at the Connections. For the metered connections at the Fields-Ertel Booster Station and Steeplechase, other than the master meters, the County shall own and be responsible (at no cost to Cincinnati) for the maintenance, repair, operation, replacement and testing of the Connections, including the pumps, meter pits, backflow preventer and other related appurtenances (including fittings, valves, vaults and other master meter appurtenances). Cincinnati shall be responsible for the metered connection at and inside the Socialville-Foster Booster Station. Either party may add or upgrade the Connections at its own cost and in accordance with plans approved by both the County and Cincinnati. Any and all work performed by GCWW and the County pursuant to the Agreement shall conform in all respects to both County and Cincinnati Requirements and will be subject to County and GCWW inspection and approval.

ii. Additional or Replacement Connections.

- a. If additional Connections or replacement of existing connections are determined by the Director to be needed for the benefit of or to accommodate the Cincinnati Water System (other than to meet existing Cincinnati Requirements or requirements under state or federal law), Cincinnati shall pay the expense related to such Connections, including installation of master meters, appurtenances (i.e. fittings, valves, vaults, etc.), backflow devices and pressure regulating devices.
- b. If additional connections or replacement of exiting Connections are determined by the County to be needed for the benefit of or to accommodate the Warren County Water System (other than to meet existing County Requirements or requirements under state or federal law), the County shall pay the expense related to such Connections, including installation of master meters, appurtenances (i.e. fittings, valves, vaults, etc.), backflow devices and booster pumps.
- c. If additional Connections or replacement of existing Connections are determined by both parties to be needed for the mutual benefit of or to accommodate both the Warren County and Cincinnati systems, then the parties shall share equally in the expenses related



to such Connections, including installation of master meters, appurtenances (i.e.. fittings, valves, vaults, etc.), backflow devices and pressure regulating devices or booster pumps in proportion to the benefit received by each party for the work or as may otherwise be agreed to in writing.

- d. All Connections and Master Meters shall be subject to the Cincinnati and County requirements as provided in Section 6(B) hereof.

## **5. RETAIL WATER SERVICE.**

- i. **Retail Service.** During the Term (as defined herein) and subject to the terms and conditions of this Agreement and the Cincinnati Requirements, Cincinnati shall provide Water and the water services described herein on a retail basis (including distribution, metering, billing, and collection) to the inhabitants and properties within the Retail Area, as modified by amendments to the Contract, and as set forth in its entirety as Exhibit A-1 to this Agreement.
- ii. **Restriction in Use.** In recognition of the need to properly plan for an adequate supply of finished water for the Cincinnati Water System users, the Retail Area shall be restricted to the area shown in Exhibit A-1 unless the area is amended upon mutual agreement by the parties.
- iii. **Exclusivity.** During the Term, Cincinnati Water System shall be the sole supplier and furnisher of Water to inhabitants and properties within the Retail Area. The County shall not furnish water or allow others within the County's control to furnish water to any property or inhabitants within the Retail Area. Cincinnati will use the revenue from County retail water service to offset expenses associated with providing said service, as well as service of related debt. The County shall not take action or assist others in taking action, or contract with others to affect the construction or operation of any public water system to furnish Water to the Retail Area. If any property within the Retail Area should subsequently be detached or annexed to another jurisdiction such that it is no longer under the jurisdiction of an unincorporated township, the County agrees that it shall not contest Cincinnati's continued exclusive right to service. The parties acknowledge that Cincinnati's obligations under water service agreements with third parties such as, but not limited to the City of Mason, may require the assent of said third parties to Cincinnati's provision of water service to the Retail Area. Cincinnati shall employ good faith efforts to supply water service to the Retail Area.
- iv. **Billing and Collections.** Cincinnati will read all meters, and deliver (by mail, electronically or otherwise) and collect payment of bills and charges, and audit accounts as to each account/property in the Retail Area, all in accordance with

Cincinnati Requirements which shall operate no differently for persons located in Cincinnati than for those located in the Retail Area.

- v. **Maintenance and Operation.** Cincinnati shall maintain, operate, repair, and replace Cincinnati Water System facilities within the Retail Area.
- vi. **Water Service Branches; Water Meters.** Water service branches and water meters, including without limitation, the charges for their installation, ownership, repair, replacement, and maintenance for properties in the Retail Area shall be in accordance with Cincinnati Requirements, which shall operate no differently for persons and properties located in Cincinnati than for those located in the Retail Area and other portions of the Cincinnati Water System.
- vii. **Enforcement.** As to the Retail Area, Cincinnati reserves the right to shut off service, discontinue service, disconnect the service branch and/or remove the meter to any property, consumer, or account, for nonpayment of bills or other violation of the Cincinnati Requirements in accordance with the Cincinnati Requirements. Such remedies shall be non-exclusive and at Cincinnati's sole discretion and shall be available in addition to any other legal remedies available to Cincinnati.
- viii. **Utility Billing.** Cincinnati agrees to provide County with utility billing information including monthly utility billing readings to the County and in an electronic format and on a schedule as determined by the County. Cincinnati reserves the right to assess a reasonable charge to the County for this data to cover the costs of production.
- ix. **Retail Area Water Infrastructure.**
  - i. **Improvements for Cincinnati Water System Purposes.** Cincinnati will plan for and perform capital improvements to the Cincinnati Water System facilities in the Retail Area that are determined in Cincinnati's sole discretion to be necessary for the purpose of providing an adequate supply of Water within the Retail Area.
  - ii. **Requested Water Mains.** Unless determined by the Director to be necessary for the benefit of the Cincinnati Water System per Section 5(I)(i) (*Improvements for Cincinnati Water System Purposes*), any requested installation of water mains, including extension, relocation, upsizing, upgrading or replacement of distribution mains in or serving the Retail Area, shall be constructed by the developer or other requestor, and County and Cincinnati shall not be required to contribute to the costs of such installation from County and Cincinnati Water System revenue; however, Cincinnati may elect to contribute such costs, in accordance with an applicable plan for water main installation in Cincinnati

Municipal Code Chapter 401. As provided in Section 6(B)(i) (*Control; Regulatory Compliance/Cincinnati Water System*) hereof, installations, connections and improvements to the Cincinnati Water System in the Retail Area shall be subject to the Cincinnati Requirements and Cincinnati approval, including without limitation requirements for contractor bonding, plan review, warranty, and inspection and approval. Once a GCWW-approved main has been connected and placed into service, it shall become part of the Cincinnati Water System.

**Planning Participation; Building Permits/Water Availability.** No water main extension or service connection shall be made to serve a proposed residential, commercial or industrial subdivision or development unless such proposed subdivision or development has been approved by the proper authorities in accordance with Ohio Revised Code Chapter 711 and all other pertinent provisions of Ohio law, and the approval of the Director. The Director or Director's designee shall timely submit a written reply in response to a written request from the Warren County Regional Planning Commission for comments regarding availability of water service for each application for residential, commercial or industrial subdivision or development in the water service area subject of this Agreement. Prior to issuance of any building permit, the County shall advise applicants for water service (with the exception of single-family residences in subdivisions in which Cincinnati has previously determined the availability of adequate water service) that GCWW is the designated water service provider for the Retail Area. Upon receipt of building permit applications, County shall inform GCWW of any permits or applications which may affect the provision of water service. After reviewing the water service request and determining that the subdivision or development can be adequately served without materially affecting the water service of existing customers, the Director shall issue the appropriate letter of availability of water service.

## **6. OWNERSHIP; LAWS.**

### **A. Ownership.**

- i. Cincinnati Water System.** It is expressly agreed and understood by the parties that the County is contracting for the purchase of Water and other water related services under this Agreement and that nothing in this Agreement shall imply that the County has ownership in any portion of the Cincinnati Water System, which is expressly acknowledged to be the property of and under the control and operation of Cincinnati.
- ii. Warren County Water System.** It is expressly agreed and understood by the parties that the County is the owner of the Warren County Water System, and that nothing in this Agreement shall imply that Cincinnati has

ownership in any portion of the Warren County Water System, which is expressly acknowledged to be the property of and under the control and operation of the County.

- iii. **Socialville-Foster Road Reservoir.** Upon the Effective Date of this Agreement, the County will exercise its option to purchase the four-million-gallon Socialville-Foster Road Reservoir, at the price specified in Section 8(c) of the Third Amendment to the Contract. Within 90 days of execution of this Agreement, Cincinnati shall record a quit claim deed transfer of the 1.849 acre parcel (Parcel ID 1622 374008) to the County. Once transferred to the County, Cincinnati shall no longer utilize the reservoir for the storage and conveyance of water to any entity other than the conveyance of water to the County. Within 180 days of the execution of this Agreement, the County shall record an access and utility easement on the property in favor of Cincinnati encompassing ingress and egress, access routes, Cincinnati's booster pump station, and buried utilities for the duration of this Agreement and any amendments thereto. The failure to record the easement will not constitute a breach of this Agreement and the parties will work to complete the recording within a reasonable time.
- iv. **Booster Pump Station.** The County shall retain title of the real estate and Cincinnati shall retain ownership of the Booster Pump Station physical improvements built by Cincinnati to service the City of Mason located on the ground storage tank and booster pump station property at 3812 Socialville-Foster Road.
- v. Should the Pump Station serving the City of Mason no longer be needed for operation, GCWW agrees to demolish the station and supporting above ground improvements; to grass seed the site; and to vacate all access and utility easements.

#### **B. Control; Regulatory Compliance.**

- i. **Cincinnati Water System.** The Cincinnati Water System is subject to strict federal, state, and local regulations related to the water system, including, without limitation, compliance with treatment and water quality requirements, management of the distribution system, billing and other standards related to the water system. Cincinnati is ultimately responsible for and shall have sole discretion to manage and operate the Cincinnati Water System, including but not limited to capital improvements associated with the quality of water, water production or treatment facilities, water quality related equipment and facilities, decisions involving treatment techniques, rate setting, and billing and collections including without limitation actions (i) for the protection of health, lives or property, (ii) renovation, replacement or upgrade of facilities and appurtenances, (iii) to ensure compliance with applicable laws and regulations, and (iv) sound

operation of the water utility. Because the Cincinnati Water System must operate as a whole to serve numerous jurisdictions, Cincinnati shall not be subject to the requirements of the County, or any other contracting jurisdiction, as to operation and management of the Cincinnati Water System. Unless otherwise specifically provided for herein, the Director is authorized to enforce within the Retail Area and as to all Connections and Master Meters all applicable Cincinnati Requirements, now or hereafter lawfully in effect. Cincinnati may at any time change the Cincinnati Requirements. The materials and workmanship of all facilities connecting to and owned by the Cincinnati Water System, including mains, reservoirs, tanks, pumping stations, and other works, shall conform to the engineering standards of GCWW (including the Cincinnati Requirements) as interpreted by GCWW. Any facilities connecting or integrated into the Cincinnati Water System shall be subject to approval and inspection of the Director or their duly authorized representative and to GCWW inspection costs. Cincinnati shall have the right to exercise in its management of the Cincinnati Water System, including the Retail Area, Connections and Master Meters, all authority granted under applicable federal, state, and local laws related to the operation and management of a municipal water utility.

- ii. **Warren County Water System.** The County, as the owner of the Warren County Water System, is solely responsible for and shall have sole discretion to manage and operate the Warren County Water System. Cincinnati shall not have any responsibility for the Warren County Water System, and the County shall not be subject to any requirements of Cincinnati in its management of the Warren County Water System.

## **7. EASEMENTS AND RIGHTS OF WAY.**

- A. **Acquisition/Use of Rights-of-Way.** Cincinnati shall have the right to use all rights-of-way in the Retail Area, including those held under easements, whether used as highways, streets, and alleys, or unimproved when required for any purposes under this contract, including, but not limited to, the construction, operation, maintenance, repair and replacement of water mains or other appurtenances of the Cincinnati Water System, which right shall not be terminated as long as Cincinnati, its successor or assigns are furnishing water to the County or through the County to other areas of the GCWW Water System. Cincinnati shall obtain a right of way permit or other similar permit from and perform work according to the requirements of the County; however, the County shall not require Cincinnati to pay any permit, license, fees, or taxes of any kind, except as may be required by state law. Following construction, reconstruction, maintenance, repair, laying, relaying or replacement of water mains in the streets of the County, Cincinnati shall restore such streets as required in the right-of-way permit.. Cincinnati shall make best efforts to complete all water main work in the County within a reasonable amount of time following commencement.

## 8. FIRE HYDRANTS.

**A. Use of Water.** With the exception of the use of Water from public fire hydrants for firefighting by fire departments organized under Ohio law, no water shall be taken from fire hydrants in the Retail Area other than for fire purposes, except: 1) as may be authorized in advance in writing by Cincinnati in accordance with the Cincinnati Requirements, and 2) provided a permit is obtained from GCWW, the County may use reasonable amounts of water, without charge, for the flushing of public sewers or for the repair of streets within the Retail Area.

**B. Fire Hydrants.** Fire hydrants within the Retail Area shall be subject to the terms below:

- i. Ownership, installation, maintenance, repair, operation, replacement and removal of fire hydrants connected to the Cincinnati Water System shall vest in GCWW, at no cost to the County. Said activities shall conform to the Cincinnati Requirements and be subject to GCWW inspection. GCWW will charge retail water users a monthly fee to cover costs associated with the aforementioned activities.
- ii. Any flushing of public fire hydrants shall be conducted in accordance with the Cincinnati Requirements for the Cincinnati Water System. The operator of the hydrant shall be responsible for any damage to the Cincinnati Water System caused by flushing of fire hydrants conducted in contravention of the Cincinnati Requirements.

Any other expenses incurred by Cincinnati in connection with any installation, repair, maintenance, replacement, or removal of fire hydrants performed on an emergency basis shall be paid on the basis of cost including overhead as calculated annually by Cincinnati for the Cincinnati Water system. The respective fire officials will, on a quarterly basis, provide the Director an estimate of the amount of water used by them for fire purposes.

Entities maintaining hydrants shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves, and fire hydrants installed in the Retail Area under their responsibility.

Entities maintaining hydrants shall impose and enforce additional requirements for private fire protection facilities beyond those required for the Cincinnati Water System. Cincinnati shall have no obligation to enforce such requirements.

9. **WATER RATES.** Cincinnati City Council shall fix the charges for water supplied to customers in the corporate boundaries of Cincinnati. Nothing in this Agreement shall

in any way limit Cincinnati's right to establish rates for water supplied for or for water services in the City of Cincinnati.

**A. Retail Area.** During the Term, the rates, fees, and charges for Water and water services for accounts and properties in the Retail Area shall be 1.44 times the rate for customers within the corporate limits of the city of Cincinnati. The Cincinnati City Council shall, from time to time, fix by ordinance the charges for water supplied to customers in Cincinnati. Nothing in this Agreement shall limit in any way Cincinnati's right to establish rates for water supplied to customers in the City of Cincinnati.

**B. Wholesale Service.** The amounts charged to the County for Wholesale Service as outlined in Section 4 (*Wholesale Area*) shall be as follows:

- i. For the remainder of the original term of Contract (ending December 31, 2025), GCWW shall calculate the County's average daily usage for the month, which shall be used to determine the applicable rate calculation and base rate as provided in the table below. If the average daily usage is below 668.4 CCF/day (500,000 gal/day), the bill shall be based on the minimum usage of 668.4 CCF/day multiplied by the number of days in the billing cycle multiplied by the applicable base rate.

Rate Tier Based on Average Daily Usage	Calculation
<b>Below 668.4 CCF/day</b> ( $<0.5$ MGD/day)	668.4 CCF/day x No. of Days in Billing Cycle x \$4.97/CCF
<b>668.4 CCF/day</b> (0.5 to 2.5 MGD/day)	Usage x No. of Days in Billing Cycle x \$4.97/CCF
<b><math>&gt;3,342</math> CCF/day</b> ( $>2.5$ MGD/day)	Prior written approval of the GCWW Director required.

During the first year of the Transition Period (January 1, 2026-December 31, 2026), the rate for wholesale water shall be \$3.05 per ccf (the "2026 Rate"). The rate for the second and third years of the Transition Period (January 1, 2027-December 31, 2028) shall increase over the 2026 Rate in accordance with the percentage change, if any, experienced between July 1, 2025 and June 30, 2026 in the East North Central division of the Midwest Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI Index), or by a maximum of four percent (4%), whichever is lower. In no case shall the rate increase for the second and third years of the Transition Period exceed four percent (4%). In the event that the CPI Index is no longer published, the

parties to this Agreement shall agree on another comparable index by means of a written memorandum of understanding between the Executive Director of the Greater Cincinnati Water Works and Warren County.

- C. Standby Water.** The County shall pay for emergency and non-emergency standby water at rates for water used by political subdivisions (currently Cincinnati Municipal Code 401-81 "Political Subdivision Rates") as fixed by ordinance of the Council of Cincinnati from time to time.

Payment for standby water furnished shall be made within 45 days after billing by Cincinnati. Payment is agreed to be for the purchase of water and water service and shall not be interpreted to be for the purchase of any portion of the Cincinnati Water System or other Cincinnati-owned property used in providing water and/or water service.

- D.** The parties agree that the rate differentials established by this Section 9 (*Water Rates*) have been set by agreement, in consideration of the mutual promises set forth herein. No party shall claim or contend, in any court, arbitration, or other dispute resolution forum, based on any statute or otherwise, that the rate differential established by this Agreement is improper or the product of non-acceptable methodology, and the parties hereby waive any such rights and covenant not to bring any such claim.

- 10. NOTICES.** All legal notices required under this Agreement shall be personally served or sent by first class U.S. mail, postage prepaid, addressed to the parties as follows, or to such other addresses as a party may designate in writing for such purpose:

To Cincinnati:

City of Cincinnati  
Greater Cincinnati Water Works  
Attention: Director's Office  
4747 Spring Grove Avenue  
Cincinnati OH 45232

To the County:

County Administrator  
406 Justice Drive  
Lebanon OH 45036

With a copy to:

Warren County Sanitary Engineer  
P.O. Box 530  
Lebanon OH 45036



However, if the County sends a notice to Cincinnati alleging that it is in default under this Agreement, or that the County desires to terminate or not renew the Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati OH 45202.

## 11. GENERAL PROVISIONS.

- A. **No Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights to benefits to anyone other than Cincinnati or the County.
- B. **Waiver.** This Agreement shall be construed in a manner that waiver any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- C. **Entirety; Conflict.** This Agreement and any documents, laws, codes, regulations or written policies specifically identified herein, and in the Exhibits, contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- D. **Severability.** In the event that any provision of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.
- E. **Choice of Law; Joint Preparation.** This Agreement is entered into and is to be performed in the state of Ohio. Cincinnati and County agree that the laws of the state of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles.
- F. **Forum Selection.** The parties, their successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of or relating to this Agreement, or any amendment or attachment thereto, including any duty owed by Cincinnati to County in connection therewith. However, in the event that any claim arising from, related to, or in connection with this Agreement must be initiated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Ohio.
- G. **Electronic, Counterpart and PDF Signatures.** This Agreement may be executed in counterparts, and an electronic, facsimile or PDF signature shall

be deemed to be, and shall have the same force and effect as, an original signature.

H. **Official Capacity.** None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Cincinnati in other than his or her official capacity.

I. **Amendment.** This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

12. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A-1 – Map of Retail Area

Exhibit A-2 – Map of Wholesale Area

Exhibit B – Map of Cincinnati Transmission Mains

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below, effective as of the later of such dates (“Effective Date”).

**[Cincinnati signatures on following page]**

**CITY OF CINCINNATI**

By: \_\_\_\_\_  
Sheryl M.M. Long, City Manager

Date: \_\_\_\_\_, 2025

RECOMMENDED BY:

\_\_\_\_\_  
Andrea Yang, Interim Executive Director,  
Greater Cincinnati Water Works

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Solicitor

**[Warren County signatures on the following page]**

**WARREN COUNTY**

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio has caused this Agreement to be executed by \_\_\_\_\_, its County Administrator, on the date stated below, as duly authorized by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2025.

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

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: County Administrator\_\_\_\_\_

DATE: \_\_\_\_\_, 2025

Approved as to form:

DAVID P. FORNSHELL  
WARREN COUNTY PROSECUTING ATTORNEY

By: \_\_\_\_\_

Bruce A. McGary, Assistant Prosecutor  
4934-1531-3276, v. 1