

ATTACHMENT A

Contract No. 85x0048

SECOND AMENDMENT

to Water Service Agreement between the City of Cincinnati
and the City of Lebanon, Ohio

This *Second Amendment to Water Service Agreement* ("Second Amendment") is made and entered into effective on the Effective Date (as defined on the signature page hereof) by and between the City of CINCINNATI, an Ohio municipal corporation ("Cincinnati"), on behalf of its Greater Cincinnati Water Works ("GCWW") located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232, and the CITY OF LEBANON, an Ohio municipal corporation ("Lebanon") located at 50 South Broadway, Lebanon, Ohio 45036.

RECITALS

- A. Cincinnati and Lebanon are parties to a certain *Water Service Agreement* (the "Agreement") dated December 10, 2008, as amended by a *First Amendment to the City of Lebanon Water Service Agreement* dated June 3, 2010, for the provision of wholesale water service to the City of Lebanon.
- B. Cincinnati and Lebanon desire to amend the Agreement to permit the installation of a new wholesale water connection (the "New Connection") which would serve a residential subdivision within the City of Lebanon known as "The Acres," currently comprised of fewer than fifty (50) properties.
- C. The New Connection would be located on Mason Morrow Millgrove Road, between Cox-Smith and Columbia Roads, as set forth in Exhibit A to this Second Amendment.
- D. Execution of this Second Amendment was authorized by Cincinnati City Council Ordinance No. _____, passed on _____, 2025, and by Lebanon City Ordinance No. _____, passed on _____, 2025.

NOW, THEREFORE, the parties amend and supplement the Agreement as follows:

1. The area depicted on Exhibit A to this Second Amendment, which shows the New Connection, is hereby agreed to and adopted by the City and Lebanon as being part of the "Water Service Area" referenced in Section 4 of the Agreement.
2. Lebanon Responsibilities. In addition to its responsibilities set forth in the Agreement, as amended, Lebanon agrees to the following:
 - A. Lebanon shall notify GCWW in writing within thirty (30) days should the number of properties served by the New Connection increase by 100% or more after the execution of this Second Amendment.

- B. Lebanon is responsible for verifying that GCWW's volume and pressure provided via the New Connection suffice to meet the needs of "The Acres."
 - C. Lebanon, and/or its agent or designee, shall submit stamped plans, by an engineer licensed in the state of Ohio, showing the connection layout, meter pit design, and all associated piping to GCWW's Engineering Planning Division for review and approval.
 - D. Lebanon shall not install any service connections upstream of the meter(s) and backflow prevention device(s). Any downstream connections within the meter pit require prior written approval by GCWW.
 - E. Lebanon, and/or its agent or designee, shall design, furnish, and install the new water connection, including the meter pit and all associated piping and appurtenances, as approved by GCWW. All materials located within the Mason Morrow Millgrove right-of-way, up to and including the gate valve(s) downstream of the meter(s) inside the meter pit, shall comply with GCWW standards and are subject to GCWW inspection and approval.
 - F. Lebanon shall retain ownership, operation, maintenance, and repair responsibility, including but not limited to securing OUPS markings as needed for all piping and appurtenances located downstream of the Mason Morrow Millgrove Road right-of-way. Any service branches installed by Lebanon, and/or its agent or designee, within the Mason Morrow Millgrove Road right-of-way as part of the Lebanon Water System shall also be owned and maintained by Lebanon. Standard clearance distances, as determined by GCWW, shall be maintained between GCWW water mains and any Lebanon Water System branches that cross such mains.
 - G. Lebanon shall provide GCWW with an easement adjacent to Mason Morrow Millgrove Road that is sufficient for access to the meter pit and associated infrastructure for operation, inspection, and maintenance.
 - H. Lebanon shall be responsible for the cost of the initial master meter(s) required for the New Connection, as procured from GCWW. Lebanon and/or its agent or designee shall be responsible for installation of the master meter(s) associated with the New Connection.
3. Cincinnati Responsibilities. In addition to responsibilities set forth in the Agreement, as amended, Cincinnati agrees to the following:
- A. GCWW will supply water service via the New Connection from the Mason North System, which has a theoretical maximum Hydraulic Grade Line ("HGL") of 946.0 feet above sea level and a normal operating range between 929 and 940 (subject to change as required by GCWW Operations).
 - B. At its sole discretion, GCWW may install a Water Quality Monitoring Sample Station within the meter pit or on the piping to the meter pit. GCWW shall retain

full responsibility for the operation, monitoring, maintenance, and replacement of this equipment.

- C. Upon installation by Lebanon, successful inspection and acceptance by GCWW, and completion of the standard warranty period, GCWW shall assume ownership, operation, maintenance, and repair responsibilities for all Distribution System pipe and appurtenances within the Mason Morrow Millgrove Road right-of-way, including but not limited to the pipe supplying the New Connection from the tee to the right-of way.
 - D. After Lebanon's installation of the master meter(s) for the New Connection, and GCWW's acceptance of said installation, GCWW shall own the meter(s) and be responsible for their maintenance, repair and replacement.
- 4. Ratification. All terms of the Agreement 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.
 - 5. Electronic, Counterpart, and PDF Signatures. This Second Amendment may be executed in any number of counterparts, all of which shall constitute one Agreement, and an electronic, facsimile, or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
 - 6. Exhibit. The following exhibit is hereby attached and incorporated into this Second Amendment as Exhibit A: "GCWW/Lebanon Contract, Amendment #2, Exhibit A."

IN WITNESS WHEREOF, the parties have executed this *Second Amendment to Water Service Agreement* on the dates indicated below their respective signature, effective as of the later of such dates (the "Effective Date").

CITY OF LEBANON, OHIO

By: _____
Scott Brunka, City Manager

Approved as to form:

Date: _____, 2025

City Attorney, City of Lebanon

[CITY OF CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI, OHIO

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

CERTIFICATION OF FUNDS

Date: _____

Funding: _____

Amount: _____

Steve Webb, Finance Director

GCWW/Lebanon Contract
Amendment #2 - Exhibit A

