

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

This *Seventh Amendment to the Warren County Water Area Contract* (“Seventh Amendment”) is made and entered into effective as of the latter 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 308 of the Ohio Revised Code.

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 improvement including the construction of a transmission main along Columbia Road and Socialville-Foster Road and oversizing of the State Route 3/U.S. Route 22 transmission main to increase the supply the water to Warren County; and

WHEREAS, the County and Cincinnati entered into the *Third Amendment to the Warren County Water Area Contract* on 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 to the Warren County Water Area Contract* on 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, the County and Cincinnati entered into the *Fifth Amendment to the Warren County Water Area Contract* on December 21, 2022 to add certain properties in the unincorporated areas 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, the County and Cincinnati entered into the *Sixth Amendment to the Warren County Water Area Contract* on May 16, 2024 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, an additional property in the unincorporated area of Warren County (listed in Exhibit A hereto, referred to hereafter as the “Property”) does not currently have public water service and does not have convenient access to a Warren county water main; and

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

WHEREAS, the County and Cincinnati desire to enter into this Seventh Amendment to add the Property to the “Warren County Retail Water Area” as defined in the Contract so that it 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 parcel listed on Exhibit A and depicted in the area shown in the map 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 Contract, as amended hereby, is hereby ratified by the parties.

3. **Counterpart Execution.** This Seventh 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 Seventh Amendment:

- a. Exhibit A – Listing of the Property
- b. Exhibit B – Map depicting the Property

[SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI

IN WITNESS WHEREOF, the City of Cincinnati has caused this Seventh Amendment to be executed by its City Manager on the date stated below, pursuant to Ordinance No. _____, dated _____, 2024.

CITY OF CINCINNATI

By: _____
Sheryl M.M. Long, City Manager

Date: _____, 2024

RECOMMENDED BY:

Cathy B. Bailey, Executive Director
Greater Cincinnati Water Works

APPROVED AS TO FORM:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

WARREN COUNTY

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Contract to be executed by _____, its _____, on the date stated below, pursuant to Board Resolution No. _____, dated _____, 2024.

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____, 2024

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Assistant Prosecuting Attorney

Exhibit A

List of Additional Unincorporated Properties to be Served by the Mason Water Utility

July 22, 2024

Account No.	Parcel No.	Area (Acres)	House Number	Road	Township
6606288	1213300020	5.197	4637	COX-SMITH ROAD	Union

Property information from Warren County Auditor

Exhibit B

Map of Additional Unincorporated Properties to be Served by the Mason Water Utility

July 22, 2024

