

December, 1962, by and between the Incorporated Village of Georgetown, Ohio, acting by and through its Council and Board of Trustees of Public Affairs, hereinafter called the Party of the First Part, and the Incorporated Village of Hamersville, Ohio, acting by and through its Council and Board of Trustees of Public Affairs, hereinafter called the Party of the Second Part.

WITNESSETH THAT, the parties agree as follows:

1. That the first party agrees to sell to the second party, and the second party agrees to buy from the first party, treated water from an eight inch water main, somewhere within the Incorporated Village of Georgetown, Ohio, the exact point to be later designated by agreement of the parties.

2. The party of the first part shall designate the size of the meter, and the party of the second part shall pay for and install said meter, with said meter to be of the type in standard use by the first party.

3. Service to second party shall commence if and when second party has built or acquired a line or lines to said point of purchase and has used any quantity of water through said meter. Thereafter, second party shall pay first party at least the minimum monthly bill applicable to ordinary customers of first party, regardless of water used, so long as this contract is in effect.

4. Second party shall pay first party for water when billed monthly at the rate of forty cents (40¢) per thousand gallons.

Penalties for delinquent payments applicable to other customers shall apply also to second party. The party of the first part

agrees that the price of forty cents (40¢) per thousand gallons shall be a fixed price and shall not be raised or increased by the

party of the first part for a period of three (3) years from the date that water service is first furnished to the party of the

second part as called for in this contract. It is further mutually agreed by and between the parties hereto that after the expiration of three (3) years from the date water service is first commenced, that the party of the first part shall have the right to increase the price of water sold to the party of the second part, subject

(1) If the first party finds that the cost of producing finished water per thousand gallon increases above the cost of producing one thousand gallons of finished water in 1962, based upon 1962 cost figures of record in the office of the Board of Public Affairs of Georgetown, Ohio, exclusive of the cost of capital improvements, additions, or extensions of said system, then the party of the first part may increase the price per thousand gallon of finished water up to a maximum of fifty cents (50¢) per thousand gallons.

(2) The price of water sold to the party of the second part by the party of the first part shall not be increased above fifty cents (50¢) per thousand gallon minimum price unless other customers of the Georgetown Village water system are also charged over the fifty cents (50¢) per thousand gallon minimum rate, and in the event that other customers of the Georgetown water system are charged in excess of such fifty cents (50¢) per thousand gallon minimum price, then the price charged the party of the second part shall be increased by the same proportion or the same percentage above the fifty cents (50¢) per thousand gallons minimum price as all other customers are increased, industrial consumers excepted.

5. The obligation of first party to supply water hereunder is further limited by the understanding that first party shall only be required to use reasonable care and diligence in the operation and maintenance of its existing system to prevent and avoid interruptions and fluctuations in the supply, and that it cannot and does not guarantee that such interruptions and fluctuations will not occur, or that because of emergencies due to breaks, leaks, defects or necessary repairs to its facilities, or the normal demand on its system, or fires, strikes, acts of God or other causes there may not be periods during which the supply may be curtailed or interrupted.

6. The second party agrees to dedicate the portion of the water line they construct that is situate within Georgetown, Ohio's present corporation limits, and to dedicate the same to the existing corporation line. The second party further agrees that in the event Georgetown, Ohio would annex additional land

so as to move their corporation

and so that part of the line constructed by the party of the second part herein would then be included within the Georgetown, Ohio Corporation limits, the second party agrees that they will in that event dedicate an additional portion of said water line, up to a maximum distance of one and one-half (1-1/2) miles westerly from the present Georgetown, Ohio Corporation line, provided that the party of the first part shall pay to the party of the second part the cost of that portion of the water line, together with all improvements and attachments thereto to the party of the second part, that is being dedicated to the First Party.

7. The second party agrees to bear the sum of Four Hundred Fifty Dollars (\$450.00) engineering expense to be paid to Alfred LaFeber & Associates, Engineers for the Party of the First Part, out of the waterworks construction fund of the Second Party.

8. It is further mutually agreed and understood by and between the parties hereto that this contract shall run for a period of twenty years (20 yrs.) from its date. The party of the second part shall have the further right, privilege and option to renew this contract for an additional twenty (20) years, by giving written notice of its exercising said option one (1) year before the expiration of the original term called for herein.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on this 26th day of December, 1962.

In presence of:

INCORPORATED VILLAGE OF HAMERSVILLE
OHIO

Philip K. McEwen

By: Will Robinson

Mayor

Virginia Burt

ATTEST:

Dorcas C. Fisher

Clerk

Helmer L. Watson

(William J. Oser)

Ralph Schies

Trustees of Board of Public
Affairs - Hamersville

INCORPORATED VILLAGE OF GEORGETOWN,
OHIO

Philip K. McEwen

By: Richard D. Kipp

Mayor

Virginia Burt

ATTEST:

Merrill Magnerey

Clerk

Fred L. Kellum

Richard B. Stephen

Karl H. G. G. G.

Trustees of Board of Public
Affairs - Georgetown, Ohio

I have examined and approved this contract.

James B. Wilson
Solicitor, Village of Georgetown,
Ohio

I have examined and approved this contract.

Philip K. McEwen
Solicitor, Village of Hamersville,
Ohio

I, Merrill Mignerey, Clerk of the Incorporated Village of Georgetown, Brown County, Ohio, hereby certify that the foregoing is a true, correct and accurate copy of the original contract entered into by and between the Village of Georgetown, Ohio, and the Village of Hamersville, Ohio, on this 28th day of December, 1962.

Merrill Mignerey
Merrill Mignerey, Clerk
Village of Georgetown, Ohio

I, Duane Neu, Clerk of the Incorporated Village of Hamersville, Brown County, Ohio, hereby certify that the foregoing is a true, correct and accurate copy of the original contract and agreement entered into by and between the Village of Georgetown, Ohio, and the Village of Hamersville, Ohio, on the 28th day of December, 1962.

Duane C. Neu
Duane Neu, Clerk
Village of Hamersville, Ohio