

ORDINANCE NO.

GRANTING TO THE CINCINNATI GAS & ELECTRIC COMPANY A
25-YEAR FRANCHISE TO PLACE FACILITIES IN PUBLIC STREETS AND
PLACES OF THE VILLAGE OF HAMERSVILLE, OHIO

THE COUNCIL OF THE VILLAGE OF HAMERSVILLE, STATE OF OHIO,
DOES ORDAIN AS FOLLOWS:

SECTION 1. The Village hereby grants to The Cincinnati Gas & Electric Company (Company), its successors and assigns, a franchise, consent, right, and privilege for a period of 25 years starting from the date of passage and acceptance of this Ordinance to construct, reconstruct, lay, erect, extend, operate, maintain, repair, replace, adjust, and remove (collectively called install or installation) mains, pipes, regulators, apparatus, fixtures, and equipment (collectively called facilities) within, along, over, under and across the public streets, alleys, ways, places, lands, and ground of the Village (collectively called public property). The Company is hereby authorized to open public property of the Village and shall not encumber public property by temporary obstructions or excavations any longer than shall be necessary in the accomplishment of such purposes, and upon completion of such work, the Company shall restore such public property as near as practicable to its former condition. If the Company shall neglect to restore any public property to its former condition or to repair the same after ten (10) days' written notice from the Village, then the Council of the Village may cause such work to be done and all expenses involved by such work shall be borne by the Company.

If during the franchise period the Village constructs or relocates public property, sewer lines, water lines, or other utilities owned by it and located within the boundaries of any public property, and such construction or relocation cannot be reasonably accomplished without interference with the facilities of the Company, the Company shall, within a reasonable time after receiving written request from the Village, move or relocate the same within public property so as not to interfere therewith; but the Company shall not be required to terminate any service provided by its facilities. Where such moving or relocation of the Company's facilities is required, the Company's right to be reimbursed for such moving or relocation will be determined by the applicable law concerning reimbursement on the basis of governmental and proprietary activities of the Village or any then current law.

SECTION 2. The Company shall defend and indemnify the Village from any suit or claim for any expense or liability whatsoever by reason of the sole negligence of the Company arising out of the construction, maintenance, or operation of its facilities.

SECTION 3. The word Village means the Village of Hamersville, Ohio, its successors and assigns, as it now exists or as changed through annexation, reduction of its boundaries, merger, consolidation, or other similar proceedings.

SECTION 4. This ordinance shall take effect and be in force from and after the earliest period allowed by law, and upon written acceptance by The Cincinnati Gas & Electric Company filed with the Clerk of Council, shall become a binding contract according to its terms between the Village of Hamersville and the Company.

PASSED: 10-8-01

Dwayne C. Wra
MAYOR

ATTEST: Tammie Ogle
CLERK

AUTHENTICATION

I, Tammie Ogle, Clerk of the Council of the
Village of Hamesville do hereby certify that the foregoing is a
true and correct copy of Ordinance No. 2001-15, passed by Council
of said Village on the 8th day of October, 2001, and recorded in
the official journal of said Village.

Given under my hand and the seal of the Village of
Hamesville this 8th day of October, 2001.

Tammie Ogle
CLERK