

Contract signed in 1971 for a period of 20 Years. This Contract “authorized and directed the Manager of Indian Hill to enter into a contract with the city of Madeira to supply water to Madeira and its residents”. The sale of Indian Hill Water (Indian Hill Water Works was built in 1949) “will assist Indian Hill in defraying the cost of operating expenses of the water supply system of Indian Hill”. In the 1971 contract the distribution system ownership including water mains was clearly that of the City of Madeira. There were no provisions in

the 1971 contract or anywhere else requiring that funds be raised for the long term replacement and upkeep of the “Madeira Water Distribution System”. In 1971 the water mains ranged in age from 1929 through the 1960’s. Madeira was first supplied with water from the Cincinnati Water Works beginning in 1925. Public sewers were not available in 1925. The belief is that the Cincinnati Water Works installed and owned the original Madeira Water Distribution System including the water mains. If correct, the distribution system was not obsolete in 1971, but the future upkeep was ignored.

ORDINANCE NO. 11-71

AN ORDINANCE AUTHORIZING AND DIRECTING THE MANAGER OF INDIAN HILL TO ENTER INTO A CONTRACT WITH THE CITY OF MADEIRA TO SUPPLY WATER TO MADEIRA AND ITS RESIDENTS.

WHEREAS, Section 4 of Article XVIII of the Constitution of the State of Ohio authorizes a municipality to acquire, construct, own, lease and operate within or without its corporate limits any public utility, the products or services of which are or are to be supplied to the municipality or its inhabitants and to contract with others for any of such products or services; and

WHEREAS, Council of Indian Hill has established a water supply system to supply the inhabitants of Indian Hill; and

WHEREAS, said water supply system produces a surplus; and

WHEREAS, the City of Madeira, a municipality adjoining Indian Hill, desires to contract with Indian Hill to supply water to the City of Madeira and its residents; and

WHEREAS, Council of Indian Hill deems it to the best interest of Indian Hill to enter into a contract with the City of Madeira to supply it and its residents with water; and,

WHEREAS, the payments to be made by the City of Madeira and the revenues resulting from supplying water to Madeira and its residents will assist Indian Hill in defraying the cost of operating expenses of the water supply system of Indian Hill:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF INDIAN HILL, STATE OF OHIO:

Section 1. It is hereby declared necessary and to the best interest of Indian Hill to enter into a contract with the City of Madeira for the supply of water to the City of Madeira and its residents.

Section 2. The Manager is hereby authorized and directed to enter into a contract with the City of Madeira, the terms and conditions whereof to be substantially as follows:

C O N T R A C T

THIS AGREEMENT made and entered into this ____ day of

C O N T R A C T

THIS AGREEMENT made and entered into this 27th day of April, 1971, by and between INDIAN HILL (City of) hereinafter called "Indian Hill, by its Manager thereunto duly authorized by Ordinance No. 11-71 of the Council of Indian Hill and the CITY OF MADEIRA, hereinafter called "Madeira", by its Acting Manager, thereunto duly authorized by Ordinance No. 1050 of the Council of Madeira to provide for the sale of water by Indian Hill to Madeira and its residents;

WITNESSETH: That,

WHEREAS, the Council of Indian Hill has constructed a water works system for the supply of water to its residents, and others within the area of its distribution system upon proper contract therefor; and

WHEREAS, Madeira desires to contract with Indian Hill for the supply of water to it and its residents and Indian Hill has consented to do so; and

WHEREAS, the Constitution of Ohio and the Ohio Revised Code authorizes municipalities to contract with each other for such purposes, and Indian Hill and Madeira desire to set forth the terms and conditions of said contract;

NOW, THEREFORE, Indian Hill, by its Manager, and Madeira, for itself, and for and on behalf of its residents, being duly authorized by Ordinances of their respective Councils, as aforesaid, agree as follows:

- (1) Indian Hill agrees to supply Madeira, for its public uses, and to the residents of Madeira, for their private uses, potable water of approximately five (5) grains per gallon hardness, in quantities required by Madeira and its residents, and at rates hereinafter specified.
- (2) Madeira agrees to pay for water supplied hereunder, and for the servicing involved in distributing said water and for water for fire fighting purposes, the sum of Two Thousand Dollars (\$2,000.00) per year for the term of this contract, payable as follows: One Thousand Dollars (\$1,000.00) on September 1, 1971 and One Thousand Dollars (\$1,000.00) on March 1 and September 1, 1972 and One Thousand Dollars (\$1,000.00) on the 1st days of March and September of each successive year during the term of this contract.
- (3) Madeira agrees to comply with all applicable provisions of the Indian Hill Operating Code titled "Operating Code of the Department of Water Works of Indian Hill" passed June 1st, 1949, as amended (hereafter called "Operating Code"). Madeira also agrees to comply at all times, with the "Engineering and Plumbing Requirements" of the Water Works Department of Indian Hill, as promulgated by

the Superintendent of the Water Works Department of Indian Hill, and as said Requirements may be amended from time to time.

(4) Madeira agrees that all additions to its general distribution system and to the system of each user, and all other installations of new fire hydrants, shall be constructed, installed and caused to be paid for in accordance with the applicable provisions of the aforementioned Operating Code, and also in accordance with the said Engineering and Plumbing Requirements and as said Requirements may be amended from time to time.

All such installations shall be subject to inspection and shall be approved by Indian Hill prior to any use thereof.

A plan of the existing distribution system of Madeira is attached hereto, marked "Exhibit A", and made a part hereof.

Indian Hill shall not be obligated to supply water beyond the limits of the distribution system set forth in Exhibit A to areas annexed by Madeira in 1969 or 1970 or thereafter.

(5) Ordinary repairs and minor replacements to the general distribution system of Madeira shall be performed and paid for by Indian Hill. Major repairs and major replacements, including the replacement of existing fire hydrants, shall be performed by Indian Hill but shall be paid for by Madeira.

(6) Indian Hill shall read all meters, prepare and mail bills to the users, and shall collect bills. All bills for water used shall be due and payable on or before the date noted on the bills and, in case of failure to pay bills, Indian Hill may act in accordance with the procedure set up in the said applicable provisions of the Operating Code.

(7) Water consumed by Madeira and its residents shall be paid for at the rates set forth in said Operating Code.

Madiera agrees that the said rates provided herein may be changed during the term of this contract by ordinance duly passed by Council of Indian Hill.

Madiera shall pay for water consumed by its municipal departments except for water used from fire hydrants for fire fighting purposes.

(8) Madeira agrees that, in case of breaks in mains, damage to the wells or water treatment plant, or pumping facilities, or in case of fires by reason of which abnormal quantities of water are used, or in case of strikes, floods or other emergencies or necessities beyond the reasonable control of Indian Hill, the water may be shut off temporarily, without notice. Failure to furnish water in such instances shall not render Indian Hill, or its agents or employees, liable in damages to Madeira or its residents; provided Indian Hill shall make every reasonable effort to provide an interconnection with some other adjacent system which may be used in the event of such temporary shut-offs.

Madiera further agrees that, in the event of an emergency or catastrophe in Madeira, by reason of which abnormal quantities of water are used over and above reasonable and contemplated demands, Indian Hill will not be held liable for the failure to furnish water beyond such reasonable and contemplated demands, and that Madeira will save Indian Hill harmless in the event Indian Hill is held liable by any third person who is supplied water from the Madeira distribution system for failure to give an adequate supply of water.

(9) Indian Hill agrees not to jeopardize the water supply of Madeira by any extensions of its system to other territories.

(10) Madeira agrees, for itself and its residents, that there be collected, and hereby authorizes Indian Hill to collect each year, a yearly per customer charge of not more than \$.50 per year, to defray the cost of standby service by the City of Cincinnati from the connection heretofore made between the Indian Hill system and the City of Cincinnati system; provided however, if Indian Hill

is compelled to pay the City of Cincinnati more than the \$1,000.00 per year for such standby service, said customer fee charge may be raised to defray said increased cost.

(11) This contract shall commence upon the execution thereof and shall continue for a period of 20 years, provided however, that either party may cancel this Agreement upon the default of the other party in its obligations hereunder, and provided further that either party may cancel this Agreement for reasonable cause upon two years written notice to the other party.

IN WITNESS WHEREOF, Indian Hill, acting by and through its Manager, as aforesaid, and the City of Madeira, acting by and through its Acting Manager as aforesaid, have caused their names and corporate seals to be hereunto affixed the day and year first above written.

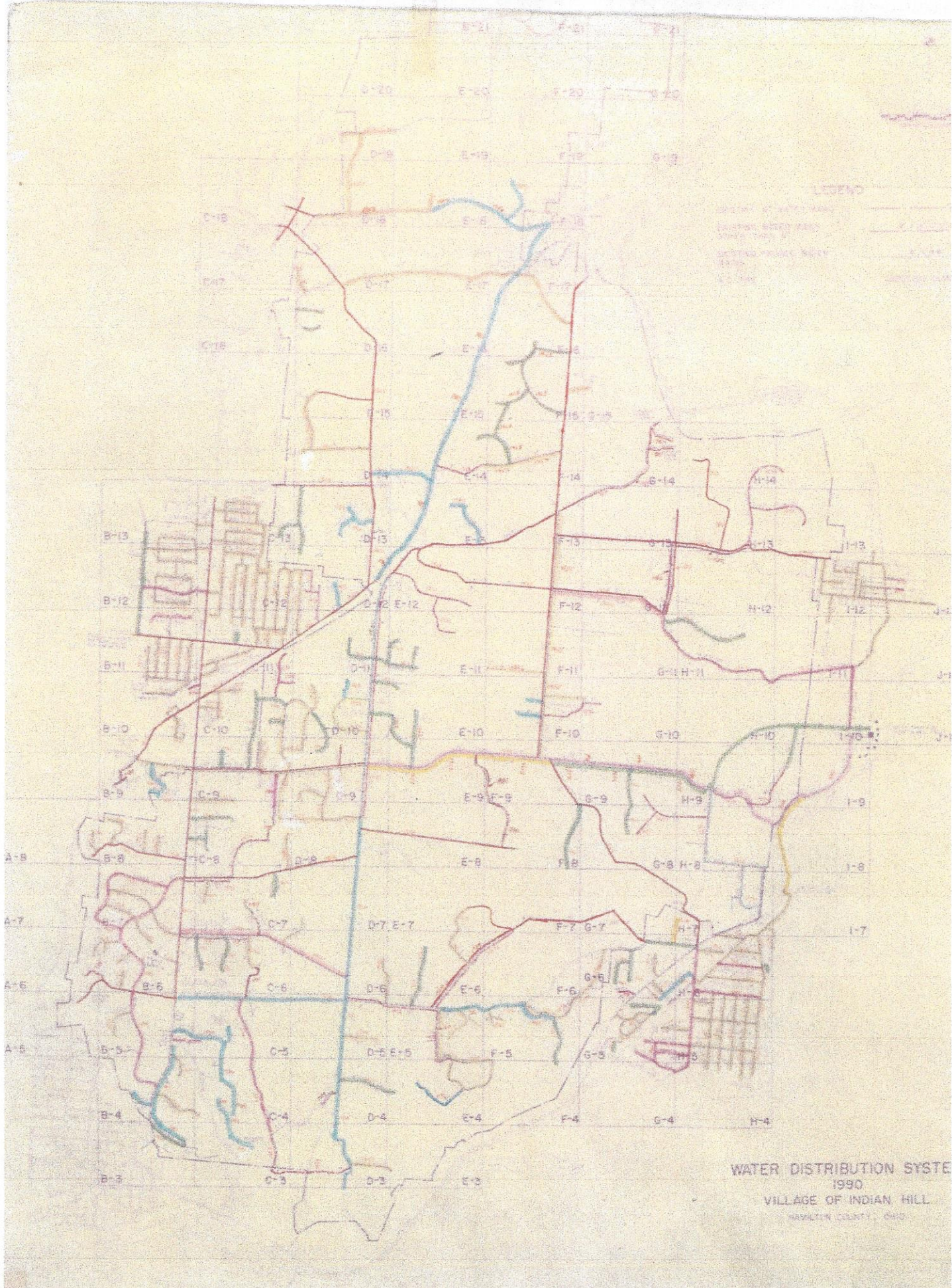
VILLAGE OF INDIAN HILL, OHIO (City of)

By A. Wray White
A. Wray White, Manager

CITY OF MADEIRA, OHIO

By Donald Wallace
Donald Wallace, Acting Manager

This map of Madeira defines the area of Madeira serviced by the Indian Hill Water Works. The map does not include any parts of Madeira that were annexed beginning in 1968, that were and continue to be serviced by the Cincinnati Water Works. A request is pending with the Madeira city manager asking for copies of competitive bids proposing water service from the Cincinnati Water Works prior to the signing of the Indian Hill Contract. The quality of water purchased from Cincinnati and Indian Hill is considered outstanding.



LEGEND

- 1. WATER MAINS
- 2. SEWER LINES
- 3. STORM SEWER LINES
- 4. FIRE LINES

WATER DISTRIBUTION SYSTEM
 1990
 VILLAGE OF INDIAN HILL
 HAMILTON COUNTY, OHIO

Contract signed in 1991 for a period of 20 Years. This Contract “authorized and directed the Manager of Indian Hill to enter into a contract with the city of Madeira to supply water to Madeira and its residents”. The sale of Indian Hill Water (Indian Hill Water Works was built in 1949) “will assist Indian Hill in defraying the cost of operating expenses of the water supply system of Indian Hill”. In the 1991 contract the Madeira Water Distribution System ownership, including water mains was that of the City of Madeira. There were no provisions in the 1991 contract requiring that funds be raised for the long term replacement and upkeep of the “Madeira Water

Distribution System”. In 1991 the water mains mostly ranged in age from 1929 through the 1980’s. Madeira was first supplied with water from the Cincinnati Water Works beginning in 1925. Public sewers were not available in 1925. The belief is that the Cincinnati Water Works installed and owned the original Madeira Water Distribution System including the water mains. If correct, the distribution system was not obsolete in 1991, but provisions for future upkeep and replacement were ignored, by our elected City Council Members and our City Manager Thomas Moeller.

CITY OF MADEIRA
HAMILTON COUNTY, OHIO

ORDINANCE 91-19

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH THE CITY OF INDIAN HILL TO PROVIDE FOR THE SALE
OF WATER TO MADEIRA AND ITS RESIDENTS

WHEREAS, for many years the City of Madeira has received water from the City of Indian Hill pursuant to a contract; and

WHEREAS, the City of Madeira desires to continue to contract with Indian Hill for the supply of water to it and its residents and Indian Hill has consented to do so;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MADEIRA, that:

SECTION 1. The City Manager is hereby authorized to enter into a contract with the City of Indian Hill in the form which is set forth as Exhibit "A", attached hereto and incorporated as if fully set forth herein.

SECTION 2. The City Treasurer shall be hereby authorized and directed to make such payments as are proper pursuant to the terms of said contract for the period described therein.

SECTION 3. This Ordinance shall take effect from and after the earliest period allowed by law.

PASSED THIS _____ DAY OF _____, 1991.

Charles Weisbrod, Mayor

Attest:

Clerk of Council

C O N T R A C T

THIS AGREEMENT made and entered into this 22nd day of April, 1991, by and between INDIAN HILL (City of) hereinafter called "Indian Hill", by its Manager thereunto duly authorized by Ordinance No. 05-91 of the Council of Indian Hill and the CITY OF MADEIRA, hereinafter called "Madeira", by its Manager, thereunto duly authorized by Ordinance No. 91-19 of the Council of Madeira to provide for the sale of water by Indian Hill to Madeira and its residents:

WITNESSETH: That,

WHEREAS, the Council of Indian Hill has constructed a water works system for the supply of water to its residents, and others within the area of its distribution system upon proper contact therefor; and

WHEREAS, Madeira desires to contract with Indian Hill for the supply of water to it and its residents and Indian Hill has consented to do so; and

WHEREAS, the Constitution of Ohio and the Ohio Revised Code authorizes municipalities to contract with each other for such purposes, and Indian Hill and Madeira desire to set forth the terms and conditions of said contract;

NOW, THEREFORE, Indian Hill, by its Manager, and Madeira, for itself, and for and on behalf of its residents, being duly authorized by Ordinances of their respective Councils, as aforesaid, agree as follows:

(1) Indian Hill agrees to supply Madeira, for its public uses, and to the residents of Madeira, for their private uses, potable water of approximately eight to ten (8-10) grains per gallon hardness, in quantities required by Madeira and its residents, and at rates hereinafter specified.

(2) Madeira agrees to pay for water supplied hereunder, and for the servicing involved in distributing said water and for water for fire fighting purposes, the sum of Two Thousand Dollars (\$2,000.00) per year for the term of this contract, payable as follows: One Thousand Dollars (\$1,000.00) on September 1, 1991 and One Thousand Dollars (\$1,000.00) on March 1 and September 1, 1992 and One Thousand Dollars (\$1,000.00) on the 1st days of March and September of each successive year during the term of this contract.

(3) Madeira agrees to comply with all applicable provisions of the Indian Hill Operating Code titled "Operating Code of the Department of Water Works of Indian Hill" passed June 1st, 1949, as amended (hereafter called "Operating Code"). Madeira also agrees to comply at all times, with the "Engineering and Plumbing Requirements" of the Water Works Department of Indian Hill, as promulgated by the Superintendent of the Water Works Department of Indian Hill, and as said Requirements may be amended from time to time.

(4) Madeira agrees that all additions to its general distribution system and to the system of each user, and all other installations of new fire hydrants, shall be constructed, installed and caused to be paid for in accordance with the applicable provisions of the aforementioned Operating Code, and also in accordance with the said Engineering and Plumbing Requirements and as said Requirements may be amended from time to time.

All such installations shall be subject to inspection and shall be approved by Indian Hill prior to any use thereof.

A plan of the existing distribution system of Madeira is attached hereto, marked "Exhibit A", and made a part hereof.

Indian Hill shall not be obligated to supply water beyond the limits of the distribution system set forth in Exhibit A to areas annexed by Madeira in 1969 or 1970 or thereafter.

(5) Ordinary repairs and minor replacements to the general distribution system of Madeira shall be performed and paid for by Indian Hill. Major repairs and major replacements, including the replacement of existing fire hydrants, shall be performed by Indian Hill but shall be paid for by Madeira.

(6) Indian Hill shall read all meters, prepare and mail bills to the users, and shall collect bills. All bills for water used shall be due and payable on or before the date noted on the bills and, in case of failure to pay bills, Indian Hill may act in accordance with the procedure set up in the said applicable provisions of the Operating Code.

(7) Water consumed by Madeira and its residents shall be paid for at the rates set forth in said Operating Code.

Madiera agrees that the said rates provided herein may be changed during the term of this contract by ordinance duly passed by Council of Indian Hill.

Madiera shall pay for water consumed by its municipal departments except for water used from fire hydrants for fire fighting purposes.

(8) Madeira agrees that, in case of breaks in mains, damage to the wells or water treatment plant, or pumping facilities, or in case of fires by reason of which abnormal quantities of water are used, or in case of strikes, floods or other emergencies or necessities beyond the reasonable control of Indian Hill, the water may be shut off temporarily, without notice. Failure to furnish water in such instances shall not render Indian Hill, or its agents or employees, liable in damages to Madeira or its residents; provided Indian Hill shall make every reasonable effort to provide an interconnection with some other adjacent system which may be used in the event of such temporary shut-offs.

Madiera further agrees that, in the event of an emergency or catastrophe in Madeira, by reason of which abnormal quantities of water are used over and above reasonable and contemplated demands, Indian Hill will not be held liable for the

failure to furnish water beyond such reasonable and contemplated demands, and that Madeira will save Indian Hill harmless in the event Indian Hill is held liable by any third person who is supplied water from the Madeira distribution system for failure to give an adequate supply of water.

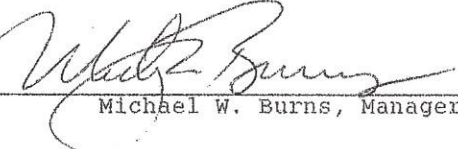
(9) Indian Hill agrees not to jeopardize the water supply of Madeira by any extensions of its system to other territories.

(10) Madeira agrees, for itself and its residents, that there be collected, and hereby authorizes Indian Hill to collect each year, a yearly per customer charge of not more than \$.50 per year, to defray the cost of standby service by the City of Cincinnati from the connection heretofore made between the Indian Hill system and the City of Cincinnati system; provided however, if Indian Hill is compelled to pay the City of Cincinnati more than the \$1,000.00 per year for such standby service, said customer fee charge may be raised to defray said increased cost.

(11) This contract shall commence upon the execution thereof and shall continue for a period of 20 years, provided however, that either party may cancel this Agreement upon the default of the other party in its obligations hereunder, and provided further that either party may cancel this Agreement for reasonable cause upon two years written notice to the other party.

IN WITNESS WHEREOF, Indian Hill, acting by and through its Manager as aforesaid, and the City of Madeira, acting by and through its Manager as aforesaid, have caused their names and corporate seals to be hereunto affixed the day and year first above written.

VILLAGE OF INDIAN HILL, OHIO (City of)

By 
Michael W. Burns, Manager

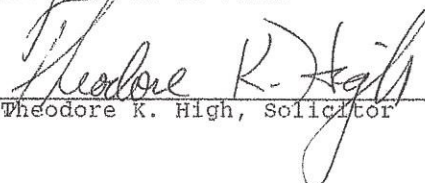
CITY OF MADEIRA, OHIO

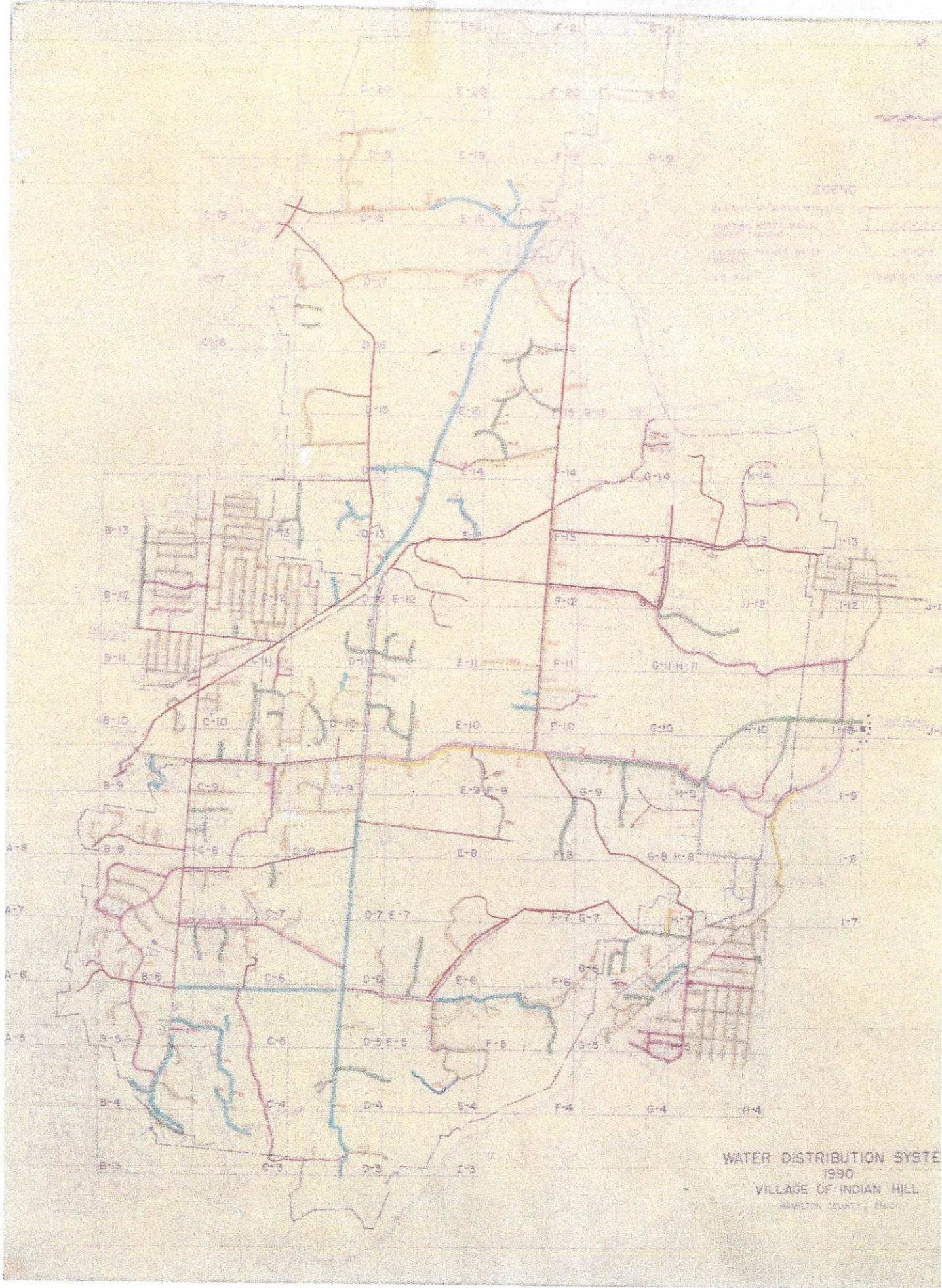
By 
Thomas Moeller, Manager

ATTEST:


Paul C. Riordan, Clerk

APPROVED AS TO FORM:


Theodore K. High, Solicitor



LEGEND

- Water Main
- Water Main
- Water Main
- Water Main

WATER DISTRIBUTION SYSTEM
 1990
 VILLAGE OF INDIAN HILL
 HAMILTON COUNTY, OHIO

Contract signed in 2012 for a period of 20 Years. This Contract “authorized and directed the Manager of Indian Hill to enter into a contract with the city of Madeira to supply water to Madeira and its residents”. The sale of Indian Hill Water (Indian Hill Water Works was built in 1949) “will assist Indian Hill in defraying the cost of operating expenses of the water supply system of Indian Hill”. In the 2012 contract the distribution system ownership including water mains was clearly that of the City of Madeira. There were provisions in the 2012 contract requiring that funds be raised for the long term replacement and upkeep of the “Madeira Water Distribution System”. In 2012 the water mains

mostly ranged in age from 1929 through the 1980's. Madeira was first supplied with water from the Cincinnati Water Works beginning in 1925. Public sewers were not available in 1925. The belief is that the Cincinnati Water Works installed and owned the original Madeira Water Distribution System including the water mains. If correct, the distribution system was not obsolete in 2012, but provisions were built into the contract taxing 2,240 Madeira home owners (Users) for future upkeep and water main replacement. The City of Madeira agreed to maintain a fund balance of \$500,000, otherwise adding 25% to the cost of Indian Hill Water. The Indian Hill Water Works does not itemize our water bills.

ORDINANCE NO. 11-02

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A LIMITED CONTRACT
EXTENSION WITH THE CITY OF THE VILLAGE OF INDIAN HILL TO SUPPLY
WATER TO THE CITY OF MADEIRA AND ITS RESIDENTS**

WHEREAS, the City of the Village of Indian Hill, Ohio supplies water to portions of the City of Madeira as per the agreement authorized by Ordinance No. 91-19 and dated April 22, 1991; and

WHEREAS, the agreement is scheduled to expire in 2011; and

WHEREAS, the City Councils for both cities agree it is in the best mutual interest to renew this contract for water service; and

WHEREAS, there are provisions to be included in the new agreement which have not yet been finalized to address the need for a capital maintenance program by which the Village of Indian Hill will take ownership of the distribution system; and

WHEREAS, the passage of this ordinance shall be for a temporary extension of the existing agreement up to December 31, 2011 or until terms and conditions of the new agreement are approved by both parties.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to enter into an agreement with the City of the Village of Indian Hill, Ohio for the purpose of supplying water to portions of the City of Madeira.

Section 2. That this agreement shall be for a period of up to one year terminating on December 31, 2011 or until a new agreement is approved by both cities.

Section 3. That the City Manager of Madeira and the City Manager of the Village of Indian Hill shall continue progress toward developing a new agreement that includes provisions to transfer ownership of the water distribution system to the Village of Indian Hill Water Works.

Section 4. That this Ordinance shall take effect and be in effect from and after the earliest period allowed by law.

ORDINANCE NO. 12-06

**AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT
WITH THE CITY OF THE VILLAGE OF INDIAN HILL TO SUPPLY
WATER TO THE CITY OF MADEIRA AND ITS RESIDENTS**

WHEREAS, the City of the Village of Indian Hill, Ohio supplies water to portions of the City of Madeira as per the agreement authorized by Ordinance No. 91-19 and dated April 22, 1991; and

WHEREAS, the prior agreement terminated on December 31, 2010 and, pursuant to Ordinance No. 11-02, the agreement was extended to allow additional time for a new agreement to be negotiated; and

WHEREAS, a new agreement which provides for the financing of a capital maintenance program for upgrades to the Madeira distribution system has been presented to both Councils; and

WHEREAS, the City Councils for both cities agree it is in the best mutual interest to enter into a new long term contract providing for water service and the financing of distribution system upgrades.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Madeira, State of Ohio:

Section 1. That the City Manager is hereby authorized to enter into an agreement with the City of the Village of Indian Hill, Ohio for the purpose of supplying water to portions of the City of Madeira substantially in the form of the agreement attached hereto as Exhibit "A".

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

**PASSED ON THE 26TH DAY OF MARCH, 2012
BY THE FOLLOWING 5-0 VOTE:**

YEA:

Melisa Adrien
Ken Born
Rick Brasington
Tim Dicke
Rob Steier

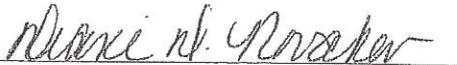
NAY:

ABSTAIN:

ABSENT:

Rick Staubach
Mike Steur


Rick Brasington, Mayor


Diane D. Novakov, Clerk of Council

ORDINANCE NO. 12-06
EXHIBIT "A"

C O N T R A C T

THIS AGREEMENT made and entered into this 30th day of April, 2012, by and between INDIAN HILL (City of) hereinafter called "Indian Hill", by its Manager thereunto duly authorized by Ordinance No. 04-12 of the Council of Indian Hill and the CITY OF MADEIRA, hereinafter called "Madeira", by its Manager, thereunto duly authorized by Ordinance No. 12-06 of the Council of Madeira to provide for the sale of water by Indian Hill to Madeira and its residents:

WHEREAS, the Council of Indian Hill has constructed a water works system for the supply of water to its residents, and others within the area of its distribution system upon proper contact thereof; and

WHEREAS, Madeira desires to contract with Indian Hill for the supply of water to it and a portion of its residents and Indian Hill has consented to do so; and

WHEREAS, the Constitution of Ohio and the Ohio Revised Code authorizes municipalities to contract with each other for such purposes, and Indian Hill and Madeira desire to set forth the terms and conditions of said contract;

NOW, THEREFORE, Indian Hill, by its Manager, and Madeira, for itself, and for and on behalf of its residents, being duly authorized by Ordinances of their respective Councils, as aforesaid, agree as follows:

(1) Indian Hill agrees to supply Madeira, for its public uses, and to the residents of Madeira, for their private uses, potable water of approximately eight to ten (8-10) grains per gallon hardness, in quantities required by Madeira and its residents, and at rates hereinafter specified.

(2) Madeira agrees to pay for water supplied hereunder, and for the servicing involved in distributing said water and for water for fire fighting purposes, the sum of Two Thousand Dollars (\$2,000.00) per year for the term of this contract, payable as follows: One Thousand Dollars (\$1,000.00) on March 1, 2012 and One thousand Dollars (\$1,000.00) on September 1, 2012 and One thousand Dollars (\$1,000.00) on the 1st days of March and September of each successive year during the term of this contract.

(3) Madeira agrees to comply with all applicable provisions of the Indian Hill Operating code titled, "Operating Code of the Department of Water Works of Indian Hill" passed June 1st, 1949 as amended (hereafter called "Operating Code"). Madeira also agrees to comply at all times, with the "Engineering and Plumbing Requirements" of the Water Works Department of Indian Hill, as promulgated by the Superintendent of the Water Works Department of Indian Hill, and as said Requirements may be amended from time to time.

(4) Madeira agrees that all additions to its general distribution system and to the system of each user, and all other installations of new fire hydrants, shall be constructed, installed and caused to be paid for in accordance with the applicable provisions of the aforementioned Operating Code, and also in accordance with the said Engineering and Plumbing Requirements and as said Requirements may be amended from time to time.

All such installations shall be subject to inspection and shall be approved by Indian Hill prior to any use thereof.

A plan of the existing distribution system of Madeira is attached hereto, marked "Exhibit A", and made a part hereof.

Indian Hill shall not be obligated to supply water beyond the limits of the distribution system set forth in Exhibit A to areas annexed by Madeira in 1969 or 1970 or thereafter.

(5) Ordinary repairs and minor replacements to the general distribution system of Madeira shall be performed and paid for by Indian Hill. Major repairs and major replacements, including the replacement of existing fire hydrants, shall be performed by Indian Hill but shall be paid for by Madeira.

(6) Indian Hill shall read all meters, prepare and mail bills to the users, and shall collect bills. All bills for water used shall be due and payable on or before the date noted on the bills and, in case of failure to pay bills, Indian Hill may act in accordance with the procedure set up in the said applicable provisions of the Operating Code.

(7) The Council of Indian Hill shall from time to time fix by ordinance the charges for water supplied to consumers in the Madeira Service Area. In no event shall any such charges and rates increase by more than the charges and rates to consumers within Indian Hill for comparable service, except as consistent with the following:

A. In the Madeira Service area, for any period during the term of this contract when the balance in the Madeira Capital Fund is less than \$500,000, the rates shall be 1.25 times the rates charged to consumers within Indian Hill.

B. In the Madeira Service area for any period during the term of this contract when the balance in the Madeira Capital Fund is greater than \$500,000, the rates shall be 1.00 times the rates charged to consumers within Indian Hill.

All monies collected by Indian Hill from the Madeira Service Area customers which are the result of the above rate differentials shall be placed in a separate water works account, "Madeira Capital Fund", created by Madeira and shall be reserved exclusively for improvements to the Madeira distribution mains serving customers in the Madeira Service Area for the provision of adequate water supply to Madeira Service Area customers. Indian Hill shall collect any surcharge amounts as specified under Section 7 (A) above and remit any such sums collected to Madeira at the close of each Madeira billing cycle. Madeira shall separately account for said funds and furnish a report as to the amount and status of such fund to Indian Hill at least annually. Before amounts may be expended from the Madeira Capital Fund, both Indian Hill and Madeira must approve the expenditure.

In the event that any agreed to expenditure for capital improvements related to provision of adequate water supply to Madeira exceeds the amount available in the Madeira Capital Fund, Indian Hill and Madeira will utilize best efforts to work in good faith towards a resolution of the shortfall, but in no event shall Indian Hill be deemed responsible for funding any such shortfall from the Water Works Operating Fund, Water Works Capital Reserve Fund, or the Indian Hill General Fund.

C. The City of Madeira shall retain ownership of the distribution system for the duration of this agreement.

(8) Madeira agrees that, in case of breaks in mains, damage to the wells or water treatment plant, or pumping facilities, or in case of fires by reason of which abnormal quantities of water are used, or in case of strikes, floods or other emergencies or necessities beyond the reasonable control of Indian Hill, the water may be shut off temporarily, without notice. Failure to furnish water in such instances shall not render Indian Hill, or its agents or employees, liable in damages to Madeira or its residents; provided Indian Hill shall make every reasonable effort to provide an interconnection with some other adjacent system which may be used in the event of such temporary shut-offs.

Madeira further agrees that, in the event of an emergency or catastrophe in Madeira, by reason of which abnormal quantities of water are used over and above

reasonable and contemplated demands, Indian Hill will not be held liable for the failure to furnish water beyond such reasonable and contemplated demands, and that Madeira will save Indian Hill harmless in the event Indian Hill is held liable by any third person who is supplied water from the Madeira distribution system for failure to give an adequate supply of water.

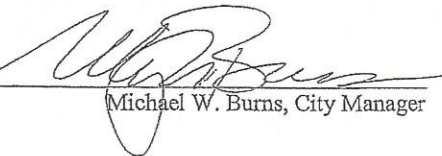
(9) Indian Hill agrees not to jeopardize the water supply of Madeira by any extensions of its system to other territories.

(10) Madeira agrees, for itself and its residents, that there be collected, and hereby authorizes Indian Hill to collect each year, a yearly per customer charge of not more than \$.50 per year, to defray the cost of standby service by the City of Cincinnati from the connection heretofore made between the Indian Hill system and the City of Cincinnati system; provided however, if Indian Hill is compelled to pay the City of Cincinnati more than the \$1,000.00 per year for such standby service, said customer fee charge may be raised to defray said increased cost.

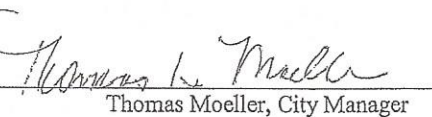
(11) This contract shall commence upon the execution thereof and shall continue for a period of 20 years, provided however, that either party may cancel this Agreement upon the default of the other party in its obligations hereunder, and provided further that either party may cancel this Agreement for reasonable cause upon two years written notice to the other party.

IN WITNESS WHEREOF, Indian Hill, acting by and through its Manager as aforesaid, and the City of Madeira, acting by and through its Manager as aforesaid, have caused their names and corporate seals to be hereunto affixed the day and year first above written.

VILLAGE OF INDIAN HILL, OHIO (City of)

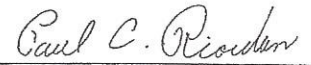
By 
Michael W. Burns, City Manager

CITY OF MADEIRA, OHIO

By 
Thomas Moeller, City Manager

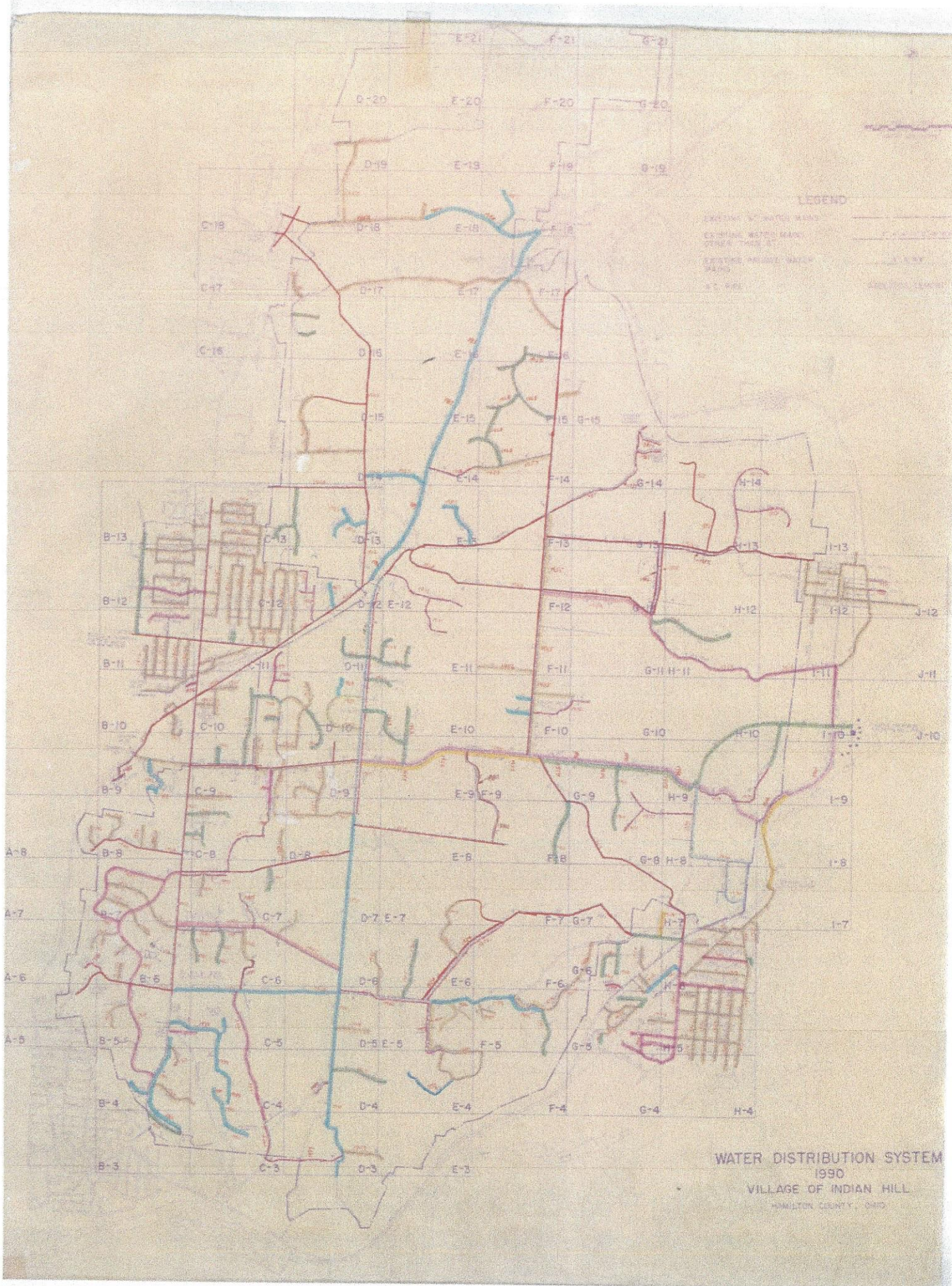
ATTEST:

APPROVED AS TO FORM:


Paul C. Riordan, Clerk

Donald L. Crain, Solicitor

This map of Madeira defines the area of Madeira serviced by the Indian Hill Water Works. The map does not include any parts of Madeira that were annexed beginning in 1968, that were and continue to be serviced by the Cincinnati Water Works. A request is pending with the Madeira city manager asking for copies of competitive bids proposing water service from the Cincinnati Water Works prior to the signing of the Indian Hill Contract. The quality of water purchased from Cincinnati and Indian Hill is considered outstanding.



LEGEND

- EXISTING WATER MAINS
- EXISTING WATER MAINS UNDER 12" DIA.
- EXISTING PROPOSED WATER MAINS
- ST. VALVE
- WATER TOWER

WATER DISTRIBUTION SYSTEM
 1990
 VILLAGE OF INDIAN HILL
 HAMILTON COUNTY, OHIO

An example of an invoice from an Indian Hill Water customer including the 25% charge required when the “Madeira Capital Fund” is reduced below \$500,000.00. A family using an increased quantity of water will of course pay more.



Village of Indian Hill

6525 DRAKE ROAD
CINCINNATI, OHIO 45243
TEMP- RETURN SERVICE REQUESTED

INVOICE

DATE	08/15/2017
ACCOUNT NUMBER	[REDACTED]
SERVICE ADDRESS	[REDACTED]



[REDACTED] 4 104

CINCINNATI OH 45243-1807



If you have signed up for auto pay, no action is required.

If you are not certain, you can check to see if you are enrolled by going to www.ihill.org/billpay, enter your username and password and review your account information. Please see the back side of this invoice for more details about using MagioWrighter.

If you are not enrolled in auto pay, please return the bottom portion of this bill with your remittance.

TO REPORT SEWER BACKUPS, CALL MSD CALL CENTER AT 513-352-4900

TYPE OF SERVICE	FROM	TO	TYPE OF READING	METER READING PREVIOUS	METER READING CURRENT	USAGE CCF	BILLED AMOUNT
WATER	05/01/2017	08/01/2017	A	641	662	21	83.53
SEWER						20	182.02

Missing From ←
 This bill is that
 25% of the water
 cost (20089) is
 returned to the
 city of madeira
 for upkeep and
 replacement of
 water mains.

Remember to purchase your 2017 Indian Hill Bridle Trail pass!
 The Indian Hill Bridle Trails are an important part of the history and heritage of the Village of Indian Hill. All riders must purchase an annual or daily pass to ride the trails. Bridle Trail pass dollars are used to repair, restore, and maintain this unique aspect of our Village. To purchase a pass, please visit the Village Administration Office at 6525 Drake Road. Non-riding residents may also purchase a pass to support the Indian Hill Bridle Trails. Giddy up!

PREVIOUS BALANCE	\$0.00
CURRENT BILLING	\$265.55
AMOUNT DUE	\$265.55
DUE DATE	09/11/2017