

RESOLUTION APPROVING AMENDMENT TO THE OPERATIONAL SUPPORT AGREEMENT WITH THE CITY OF GENEVA FOR SUPPLY, TRANSMISSION AND STORAGE OF WATER, ACDES

WHEREAS, on February 28, 2006 the Ashtabula County Board of Commissioners and the City of Geneva entered into an agreement for supply, transmission and storage of water; and

WHEREAS, on December 29, 2016, County entered into a contract to purchase bulk water from Aqua Ohio, Inc.; and

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented an amendment to appropriately apportion the costs associated with the agreement and address other changed circumstances affecting their obligations pursuant to the agreement, for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047
Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047
City of Geneva, 44 North Forest St, Geneva, Ohio 44041

SCOPE: For the County to provide the City of Geneva with water supply, transmission and storage services as agreed upon in the contract, exhibit A

COST: County and City percentages and facilities for calculation of cost as described in Appendix A and B

TERM: Effective upon approval

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this agreement to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the amendment noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-584

December 24, 2024

RESOLUTION APPROVING AMENDMENT TO THE OPERATIONAL SUPPORT AGREEMENT WITH THE CITY OF GENEVA FOR SUPPLY, TRANSMISSION AND STORAGE OF WATER, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

RESOLUTION NO. 3615

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH ASHTABULA COUNTY FOR SUPPLY, TRANSMISSION, AND STORAGE OF WATER, AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the City of Geneva, Ohio that:

SECTION 1. The City Manager is hereby authorized on behalf of the City of Geneva, Ohio, to enter into an Amendment to the Agreement with Ashtabula County for Supply, Transmission, and Storage of Water, attached as Exhibit "A."

SECTION II. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION III. This Resolution is declared to be an emergency measure to comply with time requirements for participation in the agreement; and therefore, this resolution shall take effect and be in force immediately upon its passage.

Passed this 23 day of December, 2014.

John V. Baub
President of Council

Attest: Phyllis A. Dunlop
Clerk of Council

CERTIFICATE
I hereby certify that the foregoing is a true copy of Resolution No.

3615
adopted by the Council of the City of Geneva, Ohio on 12/23/2024
12/23/2024 Phyllis A. Dunlop
Date Clerk of Council

AMENDMENT

WHEREAS, on February 28, 2006, the Ashtabula County Board of County Commissioners (“County”) and the City of Geneva (“City”) entered into an Agreement for Supply, Transmission, and Storage of Water (the “Agreement”); and

WHEREAS, on December 29, 2016, County entered into a contract to purchase bulk water from Aqua Ohio, Inc.; and

WHEREAS, Section 15 of the Agreement provides that the Agreement may be amended, but any amendments shall not be effective until in writing and executed by both parties; and

WHEREAS, County and City desire to amend the Agreement to appropriately apportion the costs associated with the Agreement and address other changed circumstances affecting their obligations pursuant to the Agreement;

NOW, THEREFORE, County and City agree to amend the Agreement as follows:

1. Section 1.7 of the Agreement shall be revised as follows:

County’s Capital Transmission Payment: A payment by County to City to recover City’s capital investment in the acquisition or construction of City’s Water Supply Facilities which are mutually agreed upon for existing or may be constructed to address operations and facility needs. County’s Capital Transmission Payment shall be calculated pursuant to Section 5.6 and Appendix A and B of this Agreement.

2. Section 1.8 of the Agreement shall be revised as follows:

City’s Capital Transmission Payment: A payment by City to County to recover County’s capital investment in the acquisition or construction of County’s Water Supply Facilities which are mutually agreed upon for existing or may be constructed to address operations and facility needs. City’s Capital Transmission Payment shall be calculated pursuant to Section 5.6 and Appendix A and B of this Agreement.

3. Section 1.18 shall be deleted.

4. Section 2.3 shall be revised as follows:

Matrix Matter No. 2024-CON-0182
Reviewed by Matthew J. Hebebrand, Esq.

Termination: Either party may terminate this Agreement for just cause provided the party terminating this Agreement provides the other party with at least two hundred seventy (270) days advance written notice (“Cure Period”) of its intent to terminate the Agreement and its reason(s) for terminating the Agreement. If the party receiving notice of the other party’s intent to terminate does not cure the reason(s) for termination, to the satisfaction of the other party, before the expiration of the Cure Period, and the other party continues to seek termination, the matter shall be advanced to a mutually agreed upon arbitrator for binding arbitration within twenty (20) business days. This Agreement may terminate for just cause only upon final decision from arbitration. The cost of arbitration shall be borne equally by the parties.

If this Agreement terminates for just cause, the parties shall remain obligated to transmit water pursuant to Paragraphs 4.1 and 4.2 of this Agreement.

5. Section 3 shall be revised by replacing “Ohio American” with “Aqua Ohio, Inc.”

6. Section 4.3 shall be revised as follows:

Pressure and Volume: The parties shall transmit and store water through their Transmission Facilities to the other party’s Service Area at the pressures, flows, and volumes at the time of the mutual execution of this Agreement, which shall be documented and acknowledged by both parties.

Neither party shall be required to transmit water through their Transmission Facilities at pressures, flows and volumes exceeding the physical pressure, flow and volume capabilities of the Transmission Facilities. The physical pressure and volume capabilities of the Transmission Facilities shall be determined by accepted engineering standards.

7. Section 5.3 shall be revised as follows:

Total Water Delivered: The parties shall, within fourteen (14) days after receipt of the bill from the Source(s) of Supply, calculate their portion of the Total Water Delivered and shall prepare and exchange any documents that support their portion of the Total Water Delivered, including, but not necessarily limited to, copies of bills to all customers in their Service Area. Each party’s portion of the Total Water Delivered shall be the sum of each party’s portion of (a) the Total Customer Consumption, (b) Total

Maintenance and Emergency Water Consumption, and (c) the Total Unaccounted for Water.

The parties agree to work toward a SCDA/AMI system installed and will exercise their best efforts to install in a timely manner, with the cost to be shared equally by the parties.

8. Section 5.5 shall be revised as follows:

County shall provide the following meter services to City for the following charges as amended in the future:

Meter reads: \$1.15

The City may perform its own meter readings in the future upon written notice to the County.

9. A new Section 5.6 shall be added to provide as follows:

Payment: The County and City agree to pay the percentages of the agreement based on Appendix A. Appendix A shall include North Beech Booster, Saybrook Center Booster and Tank, Harpersfield Reservoir, Harpersfield Booster and Harpersfield Elevated Tank. These outline engineering best practices to capture percentages of usage for the County and City. The percentage for each entity shall be 35% by the City and 65% by the County. Appendix A shall be reviewed ever five (5) years and the percentage of pay shall be recalculated to meet any changes needed.

10. Section 7.1 shall be revised as follows:

New Service Cross-Connections: If a new customer located within the County Service Area directly connects to a Water Supply Facility in the City Service Area after the date of this Agreement, the County shall have the exclusive right and option to require such new customer to pay the County a connection, tap-in or frontage fee.

If a new customer located within the City Service Area directly connects to a Transmission Facility located in County Service Area after the date of this Agreement, the City shall have the exclusive right and option to require such new customer to pay the City a connection, tap-in or frontage fee.

Likewise, one party shall not charge a tap-in or connection fee to the other party for the connection of a new Transmission Facility (i.e., a new main which serves a subdivision in the other party's service area). However, the connecting party shall bear all costs, including any repair fees, related to the tap-in or connection to the other party's lines.

To the extent practicable, master meters will be installed to service new service area.

11. A new Section 7.2 shall be added to provide as follows:

Right of First Refusal: The County shall have the right of first refusal for acquiring or operating the water facilities and other water assets of the City. The County's right of first refusal would only be utilized in the event the City ceases the ownership or operation of the City water system.

12. Section 10 shall be revised as follows:

Dispute Resolution: Except as provided in Section 2.3 of this Agreement, the parties agree that if a dispute arises in the interpretation or application of this Agreement, the system representatives or their designees shall meet within ten (10) business days following verbal or other notice of the dispute in an effort to reach resolution. If no meeting for informal resolution takes place or if a party is unsatisfied with such informal process, the party shall give written notice to the other party, describing the dispute. The parties' system representatives or designees, along with other representatives of the respective parties as necessary having information and authority required to address the dispute shall meet within ten (10) business days following the date of such notice in an effort to resolve the dispute.

If the complaining party is not satisfied by efforts to seek resolution, the complaining party must submit within thirty (30) calendar days after the date of the written notice of dispute to pursue binding arbitration, which shall be processed and concluded as expeditiously as possible. The arbitration decision may be reduced to judgment and enforced in the Ashtabula County Court of Common Pleas. Costs shall be borne equally by the parties.

If the complaining party does not submit the dispute within thirty (30) days after the written notice of dispute, the complaint shall be deemed waived by the complaining party unless the other party has provided written waiver of such time requirement.

13. Appendix A shall be replaced with a new Appendix A attached hereto and incorporated herein by reference.

14. Appendix B shall be replaced with a new Appendix B attached hereto and incorporated herein by reference.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between any provision of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

Agreed upon and accepted by:

CITY OF GENEVA:

Approved as to Legal Form:

By: 
City Manager

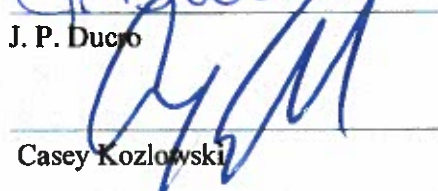
Date: 12/24/24

Geneva Solicitor


ASHTABULA COUNTY COMMISSIONERS


Kathryn Whittington


J. P. Duce


Casey Kozlowski

ATTESTED BY:


Lisa Hawkins
Clerk

Approved as to Legal Form:

Date: 12/24/24

Colleen M. O'Toole
Ashtabula County Prosecuting Attorney

Appendix A

County and City Percentage and Facilities for Calculation of Cost

Note: these facilities may change based on distribution flows and facility changes for the distribution of water. These will be recalculated at such time per the outline of the agreement. If significant changes impact the calculation, either party may request, in writing, to discuss the calculation and if both parties agree implement those changes.

- 1) North Beach Booster-currently 27% City and 73% County**
- 2) Saybrook Booster and Tank-currently 27% City and 73% County**
- 3) Harpersfield Reservoir-currently 61% City and 39% County**
- 4) Harpersfield Booster and Elevated Tank-currently 27% and 73% County**

Appendix A to include Total Demand Distribution map and chart as currently provided by CT Consultants.

Appendix B

Each party (City of Geneva, Aqua Ohio, Inc., and Ashtabula County will pay

1. BULK WATER

Aqua will pay for all flow metered at the Jefferson Booster, less Ashtabula County billing, maintenance and emergency (M&E) consumption, and unaccounted for water (UFW). The UFW shall be calculated by subtracting all billed consumption, M&E consumption, and bulk water from the total metered at the Jefferson Booster, then dividing the result by the total metered flow at the Jefferson Booster. The resulting UFW% shall be applied to both Ashtabula County and AOI.

For the balance of the system, Ashtabula County and the City of Geneva shall each pay the Aqua Ohio Inc. bulk rate for their own:

- a. Retail metered consumption
- b. Maintenance and Emergency Consumption (estimated)
- c. Unaccounted-for-Water, which shall be calculated by subtracting all billed consumption, M&E consumption, bulk water, and Jefferson Booster flow from the Total Water Delivered, then dividing the result by the Total Water Delivered. The resulting UFW% shall be applied to both Ashtabula County and the City of Geneva.

2. ELECTRICITY

	Ashtabula County	City of Geneva	Aqua Ohio Water Inc.
Northern Beach Booster, Saybrook Center Booster	All electrical costs (sic) prorated among the County and Aqua based on metered retail (sic) consumption. The City shall be responsible for the percentage of the County's cost as outlined in 20. Agreement.		
Harpersfield Booster	<ul style="list-style-type: none"> • Calculate the cost of electricity per gallon pumped by the Harpersfield Booster (total metered pumpage divided by the total electrical cost). This will be called the Harpersfield Booster Rate and should be recalculated at least annually. • County to pay Harpersfield Booster Rate for all water subsequently pumped by the Cork Booster (as metered at the Cork Booster). • Remaining electrical cost to be split between the City and the County on a fixed percentage (see #20 Agreement). 		

Maple Ridge Booster, Jefferson Booster		<ul style="list-style-type: none"> • Calculate the cost of electricity per gallon pumped by each booster (total metered pumpage divided by total electrical cost). These will be called the Maple Ridge Booster Rate and the Jefferson Booster Rate, respectively, and should be recalculated at least annually. • AOI will pay the Maple Ridge Booster Rate and Jefferson Booster Rate for their total volume of water, including billed consumption, bulk consumption, M&E consumption and UFW, as described above.
Cork-Cold Springs Booster, Sexton Road Booster	Ashtabula County to pay all electrical costs for Cork Cold Springs Booster and Sexton Road Booster.	

3. FACILITIES (maintenance, operations and new and existing improvements):

<ul style="list-style-type: none"> • Ashtabula County and the City of Geneva will pay the percentage of cost for these as outlined in #20 Agreement
<ul style="list-style-type: none"> • The City will contribute to facilities which benefit the City. These facilities include: Northern Beach Booster, Saybrook Tank, Saybrook Center Booster, Harpersfield Reservoir, Harpersfield Booster, Harpersfield Elevated Tank. The percentage of cost is outlined in Section 5.6 of the Agreement.
<ul style="list-style-type: none"> • Aqua Ohio will contribute to capital improvements in accordance with the terms of the Agreement for Transmission and Storage of Water with the County.