

**RESOLUTION APPROVING WATER SUPPLY AND INFRASTRUCTURE AGREEMENT WITH LAKE COUNTY COMMISSIONERS- THROUGH ITS LAKE COUNTY DEPARTMENT OF UTILITIES AND THE ASHTABULA COUNTY COMMISSIONERS-THROUGH ITS DEPARTMENT OF ENVIRONMENTAL SERVICES**

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented an agreement for the approval of the Board, to-wit:

**PARTIES:** Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047 through the Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047

Lake County Commissioners through its Department of Utilities, 105 Main St., Painesville, Ohio 44077

**SCOPE:** To allow Ashtabula County Department of Environmental Services to provide water to areas served by Lake County Department of Utilities in an area they cannot currently serve. This area is located in Madison Township on Doty Rd and terminating near Debonne Vineyards.

**COST:** Ashtabula County rates and fees are set in the agreement exhibit A

**TERM:** The term of this agreement shall commence retroactive to April 29, 2025 and may be terminated by either party by following Article 7. Termination section in the agreement.

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

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

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2025-222**

**May 06, 2025**

**RESOLUTION APPROVING WATER SUPPLY AND INFRASTRUCTURE  
AGREEMENT WITH LAKE COUNTY COMMISSIONERS- THROUGH ITS LAKE  
COUNTY DEPARTMENT OF UTILITIES AND THE ASHTABULA COUNTY  
COMMISSIONERS-THROUGH ITS DEPARTMENT OF ENVIRONMENTAL  
SERVICES**

**Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.**

**VOTE:**

**J.P. Ducro IV**

**Aye**

**Casey R. Kozlowski**

**Aye**

**Kathryn L. Whittington**

**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*

---

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

## **Water Supply and Infrastructure Agreement**

This Agreement is made this 29th day of April 2025 by and between the Board of Lake County Commissioners (hereinafter "Lake County") and the Board of Ashtabula County Commissioners (hereinafter "Ashtabula County").

Whereas, Ashtabula County has the means and capacity to supply water to areas currently unable to be served by Lake County in the following area: West on Doty Road from South River Road in Ashtabula County.

Whereas, Ashtabula County has received grant dollars and applied for a Water Supply Revolving Loan Account (WSRLA) to construct an 8 "watermain along South River Road in Harpersfield Township, including Brandt Road and part of Atkins Road in Ashtabula County and also to included Doty Road in Lake County terminating at or near Debonne Vineyards.

Whereas, Lake County has no convenient water supply to service this area and agrees and supports the watermain installation by Ashtabula County.

Whereas, Lake County and Ashtabula County have reached an agreement by which Ashtabula County will install, own, maintain and supply water to Lake County customers in the area under the following terms and conditions.

Now, Therefore, in consideration of the premises, covenants and agreements hereinafter set forth, Lake County and Ashtabula County agree as follows:

### **Article 1: Service District**

- 1.01 The service area is described as follows: those customers that may be served by the Ashtabula County watermain on Doty Road in Lake County and terminating at or near Debonne Vineyards.
- 1.02 The service area may be amended by mutual written amendment to the Agreement.

### **Article 2: Obligation to Furnish Water**

- 2.01 In accordance with the subject to the terms of this Agreement, Ashtabula County agrees to furnish water to the service area
- 2.02 The water furnished by Ashtabula County pursuant to this Agreement shall at all times be equal in quality to other areas served by Ashtabula County.
- 2.03 Ashtabula County does not guarantee any fixed volume or pressure of water. It is specifically understood and agreed that the same is subject to varying conditions of watermains and other conditions related to the operation and maintenance of Ashtabula County's distribution system. When necessitated by the need to repair

breaks in water mains, damage to pumping machinery or other emergencies, water may be shut off or curtailed without notice. The failure to furnish water under such circumstances shall in no case render Ashtabula County liable in damages.

### **Article 3: Water Rates**

3.01 The rates and fees charged under this Agreement is subject to the current and any increases in the water rates and fees authorized by Ashtabula County.

### **Article 4: Interconnections**

4.01 At such time that Lake County is able to supply the area, Lake County and Ashtabula County agree to mutually install a metered interconnect at the County line. The terms for billing and for the cost of bulk water in either direction, will be negotiated and approved prior to the interconnection.

### **Article 5: Use of Streets and Roads**

5.01 Ashtabula County shall have such right to use any and all easements, streets and other rights of way as Lake County has any right to use for the purpose of providing water under this Agreement. Ashtabula County shall obtain such easements and do such other acts as Lake County may reasonably request for the delivery of water under this Agreement.

5.02 In the event that Ashtabula County is required to use any such easements, streets and other rights, surface easements and streets, Ashtabula County shall reasonably restore surface streets and surface easements to their condition prior to their use by Lake County.

### **Article 6: Term of Agreement**

6.01 Subject to termination of this Agreement, pursuant to Article 7, of this Agreement, the term of this Agreement shall remain in effect until such time that Lake County can provide water to the service area.

### **Article 7: Termination**

7.01 This Agreement may be terminated by either party by giving written notice to the other party at least ninety (90) days in advance for either party not adhering to the Agreement. The other party will have thirty (30) to remedy the situation to the satisfaction of both parties. Failure to meet the satisfaction of both parties within thirty (30) days, notices will be sent to both Boards of Commissioner's to discuss mutual concerns and if possible, both Boards will agree within ninety (90) days to 1) agree to extend the termination deadline. Any extension would be so both Boards can continue to work towards an agreement or 2) mutually agree to let the termination take place.

**Article 8: Notices**

**8:01 Notice of the cancellation of this Agreement shall be delivered by certified mail, return receipt requested. All other notices required to be given under this Agreement shall be delivered by first class mail or email.**

**8.02 Notices to Lake County required to be given under this Agreement shall be delivered to the following address:**

**Lake County Sanitary Engineer Lake County Administration Building 105 Main Street,  
P.O. Box 490  
Painesville, OH 44077**

**8.03 Notices to Ashtabula County required to be given under this Agreement shall be delivered to the following address:**

**Ashtabula County Department of Environmental Services  
P. O. Box 520  
Jefferson, OH 44047**

**8.04 Ashtabula County shall be responsible for all notices required to be sent to the Ohio Environmental Protection Agency as may be required. Such notices shall be in a form or manner deemed appropriate by Ashtabula County.**

**Article 9: Successors**

**10.01 Ashtabula County and Lake County expressly agree that the terms, covenants and conditions made in this Agreement shall bind its respective board of county commissioners, officers and officials for this term of this Agreement and that each has authority to execute this Agreement.**

**10.02 In the event that any governmental unit, department, division, body or office referred to in this Agreement ceases to exist during the term of this Agreement, then any governmental unit, department, division, body or office that succeeds to the duties of the governmental unit, department, division, body or office that ceases to exist shall succeed to the duties of that governmental unit, department, division, body or office under this Agreement.**

**10.03 Ashtabula County and Lake County expressly agree that each shall at all times act in good faith in performing its rights, duties and obligations under this Agreement.**

**Article 10: Modifications; Understandings: Legality**

**11.01 No covenant, agreement or condition of this Agreement shall be waived, altered or modified, except by a written instrument executed by the parties. No waiver of any covenant, agreement or condition of this Agreement shall affect any other covenant, agreement or condition of this Agreement.**

**11.02 This Agreement contains all of the promises, agreements, conditions, inducements and understandings between the parties and there are no promises, agreements, conditions, inducements and understandings, warranties or representations, oral or written, express or implied, other than as set forth in this Agreement.**

**11.03 In the event that any term or provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof and this Agreement shall be interpreted or construed as if such terms or provision, to the extent that same were held to be invalid, illegal or unenforceable, had not been contained in this Agreement.**

#### **Article 11: General Provisions**

**12.01 The failure of either party to insist upon the strict performance of any of the covenants, conditions or provisions of this Agreement, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of any future right to insist upon strict compliance with all of the covenants, conditions of provisions of this Agreement.**

**12.02 Neither party shall assign this Agreement or any of the rights or duties granted or required hereunder without the express written consent of the other party. Any such attempted assignment shall render this Agreement null and void at the option of the non-assigning party.**

**12.03 No modifications of this Agreement shall be effective unless in a writing signed by both parties.**

**12.04 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.**

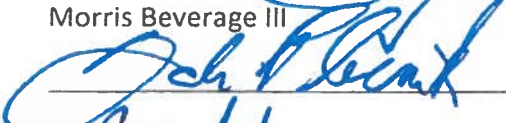
**Signatures on page 5 of 5**

IN WITNESS WHEREOF, this Agreement is executed in duplicate, pursuant to resolutions duly adopted and attested by the members of the Board of Lake County Commissioners and by the members of the Board of Ashtabula County Commissioners, all as of the date and year written above.

Board of Lake County Commissioners

  
\_\_\_\_\_

Morris Beverage III

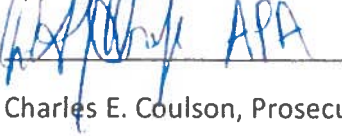
  
\_\_\_\_\_

John T. Plecnik

  
\_\_\_\_\_

Richard J. Regovich

Approved as to Form:

  
\_\_\_\_\_

Charles E. Coulson, Prosecuting Attorney

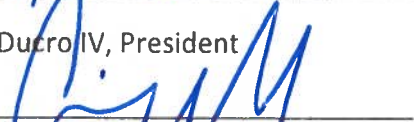
  
\_\_\_\_\_

Date

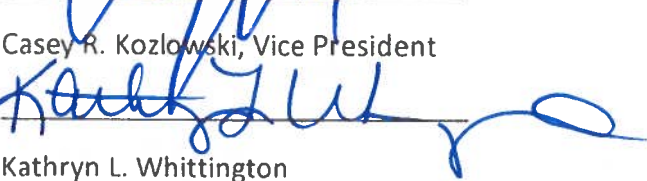
Board of Ashtabula County Commissioners

  
\_\_\_\_\_

J.P. Ducro IV, President

  
\_\_\_\_\_

Casey R. Kozlowski, Vice President

  
\_\_\_\_\_

Kathryn L. Whittington

Approved as to Form:

  
\_\_\_\_\_

April R. Grabman, Prosecuting Attorney

  
\_\_\_\_\_

Date



**LAKE COUNTY DEPARTMENT OF UTILITIES**

Administration Division

4-22-2025

sig file

April 22, 2025

Board of Lake County Commissioners  
105 Main Street  
Painesville, Ohio 44077

Dear Commissioners:

It is the recommendation of the Sanitary Engineer of the Lake County Department of Utilities that the Board of Lake County Commissioners adopt the following resolution:

**RESOLUTION AUTHORIZING THE LAKE COUNTY BOARD OF COMMISSIONERS TO EXECUTE A WATER SUPPLY AND INFRASTRUCTURE AGREEMENT WITH ASHTABULA COUNTY ON BEHALF OF THE LAKE COUNTY DEPARTMENT OF UTILITIES**

This agreement allows Ashtabula County to provide water to areas of Lake County that the Lake County Department of Utilities cannot currently serve. The area is located in Madison Township on Doty Road, terminating near Debonne' Vineyards.

Thank you for your consideration of this request.

Sincerely,

Randall J. Rothlisberger, PE  
Sanitary Engineer

RJR:cl

R E V I E W E D

Commissioners

of

Lake County, Ohio

Attest

PRESIDENT  
  
CLERK  
4-24-25