

RESOLUTION APPROVING A CONTRACT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ROME TOWNSHIP FOR THE BULK WATER FACILITY IN ROME TOWNSHIP, ACDES

WHEREAS, Doug Starkey, Director of Ashtabula County Department of Environmental Services, has presented a contract between Ashtabula County Board of Commissioners and Rome Township for the purpose of creating and administering a Rome bulk water facility 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
Rome Township, 3162 US Highway 6, Rome, Ohio 44085

SCOPE: For the County to provide a supply of bulk water for purchase through the operation of a bulk water facility located on Rome Township property.

COST: The County will pay Rome Township \$7,500.00 annually for the term of the contract

TERM: Effective July 1, 2026 and shall remain in effect until at which time the County discontinues use of the facility.

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.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-100

February 10, 2026

**RESOLUTION APPROVING A CONTRACT BETWEEN THE ASHTABULA COUNTY
BOARD OF COMMISSIONERS AND ROME TOWNSHIP FOR THE BULK WATER
FACILITY IN ROME TOWNSHIP, ACDES**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

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

**Absent
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.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Acting



Prosecutor April R. Grabman

25 WEST JEFFERSON STREET
JEFFERSON, OHIO 44047

Main Office: (440)576-3584

Children Services Division: (440)998-1811

Tax Division: (440)576-3733

Victims of Crime Assistance: (440)576-3223



Ashtabula

COUNTY, OHIO

Where great things happen.

A Contract Between the Ashtabula County Board of County Commissioners and Rome Township

For the Purpose of Creating and Administering a Rome Bulk Water Facility.

The Ashtabula County Board of County Commissioners and Rome Township do enter into the following contract.

1. The Ashtabula County Board of County Commissioners (hereinafter the County) and Rome Township (hereinafter Rome) enter into this contract for the purpose of creating and administering a Bulk Water Facility (hereinafter the Facility) in Rome Township.
2. The effective date of this contract is July 1, 2026. This contract shall renew annually until such time as the County discontinues use of the Facility.
3. In consideration of Rome's performance pursuant to this contract, the County shall pay Rome \$7,500 annually. The County shall pay this amount upon the effective date of this contract, and on or before July 1 of each subsequent year, while this contract remains in effect.
4. The County shall assume responsibility for the below-listed elements concerning the Facility.
 - The County shall erect and maintain ownership of the Facility building and equipment.
 - The County shall install a U-shape driveway sufficient to access the Facility.
 - The County shall maintain the Facility in good condition.
 - The County shall provide additional stone to be used by Rome for maintenance of the access driveway as needed.
5. Rome shall assume responsibility for the below-listed elements concerning the Facility.
 - Rome shall provide the land required to house the Facility.
 - Rome shall maintain the access driveway with additional stone, provided by the County, as needed.
 - Rome shall plow snow from the driveway as needed.
 - Rome shall maintain the grounds of the land attendant to the Facility by mowing and weed control as needed.
6. Either the County or Rome may request a meeting to discuss a change in the scope, services, and/ or cost of this contract by notice. Representatives of the Parties will meet

not less than once every five years for the purpose of discussing any costs, questions, or concerns relating to this contract.

7. Any purported breach of this contract shall be addressed in good faith in a meeting between the County and Rome not more than ten (10) weekdays from when both parties have received notice of said purported breach. The County and Rome shall exhaust all reasonable alternatives before seeking litigation concerning this contract.
8. Notices required by this contract shall be made via electronic mail to the following representatives of the County and Rome:

For the County: Doug Starkey at dgstarkey@ashtabulacounty.us

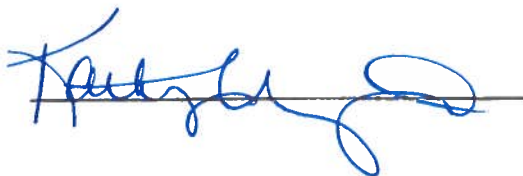
For Rome: _____


9. The County and Rome will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. The County and Rome will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes.
10. Neither this contract nor any rights, duties, interests, or obligations described herein shall be assigned, subcontracted, or transferred without the prior express written consent of the Ashtabula County Board of County Commissioners.
11. No indemnification obligation between the herein-named parties shall arise under this contract.
12. This contract shall be governed by and construed in accordance with the laws of the State of Ohio and is subject to the jurisdiction of the applicable courts therein.
13. This document represents the full and complete contract of the County and Rome. If any portion of this contract is found to be void or unenforceable, the remainder shall survive and continue to be enforced.

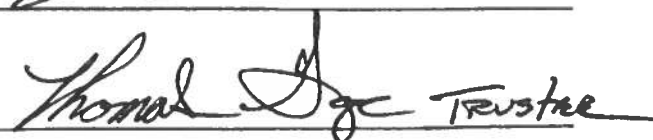
The below-listed representatives of the Ashtabula County Board of County Commissioners and Rome Township have read this contract and by their signatures accept and agree to be bound to all terms. This contract shall be considered valid if signed in counterparts.

Ashtabula County Board of County
Commissioners

Rome Township



 Trustee Chairman

 Trustee

April R. Grabman
DATE 3-10-26

S. J. [unclear] TRUSTEE
DATE 4/28/26

APPROVED AS TO FORM:

Jeanette Hage
FISCAL OFFICER

Prosecutor April R. Grabman

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2026, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:
6002.001.155-601

In the amount of \$7,500 for year 2026 and each year annually, as set per the contract.

Agreement Title: Contract with Rome Township for the Bulk Water Facility



Scott Yamamoto, Ashtabula County Auditor

Contact: Doug Starkey, ACDES Director

Date: February 2, 2026