

RESOLUTION APPROVING A CONTRACT BETWEEN THE ASHTABULA COUNTY BOARD OF COMMISSIONERS AND THE VILLAGE OF ROCK CREEK FOR THE SUPPLY, TRANSMISSION AND STORAGE OF WATER, ACDES

WHEREAS, On December 28, 2006, the Ashtabula County Department of Environmental Services; Ashtabula County Board of Commissioners and the Village of Rock Creek, per resolution 2006-99SEWA, entered into a contract for the transmission, supply and storage of water; and

WHEREAS, Raymond Nevison, Director of Ashtabula County Department of Environmental Services, has presented a revised contract between the Ashtabula County Board of Commissioners and the Village of Rock Creek for the purpose of supply, transmission, and storage of water, 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, and
The Village of Rock Creek, PO Box 92, West Water St, Rock Creek, Ohio 44084.
- SCOPE:** For the County to provide for purchase bulk water and water-related services to and through the Village of Rock Creek.
- COST:** The County shall deliver water and sell bulk water to the Village, and the Village shall pay for such bulk water at the current cost of the wholesale water purchased by ACDES, from any source, plus a \$0.75 per one-thousand-gallon transmission fee; per contract section 3.1 Debt service payments shall be made as set forth in Exhibit "A".
- TERM:** Revisions will commence upon execution of this resolution. This agreement shall remain in effect beginning December 29, 2006 for a period of (30) thirty years through December 31, 2036. Upon expiration of initial term, there will be a year to year renewal until terminated by either party, as per section 2.2 and the contract shall be reviewed and recalculated every (5) five years if necessary.

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. 2026-339

August 10, 2026

**RESOLUTION APPROVING A CONTRACT BETWEEN THE ASHTABULA COUNTY
BOARD OF COMMISSIONERS AND THE VILLAGE OF ROCK CREEK FOR THE
SUPPLY, TRANSMISSION AND STORAGE OF WATER, ACDES**

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

VOTE:

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

**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

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

AGREEMENT FOR SUPPLY, TRANSMISSION, AND STORAGE OF WATER

THIS AGREEMENT for the Supply, Transmission, and Storage of Water ("Agreement") is entered into by and between the Village of Rock Creek, an Ohio Municipal Corporation with its principal place of business at P.O. Box 92, West Water Street, Rock Creek, Ohio 44084 ("Village") and the Board of Commissioners of Ashtabula County, Ohio a governmental subdivision with its principal office at 25 West Jefferson Street, Jefferson, Ohio 44047 ("County").

WITNESSETH:

WHEREAS, County provides water and water related services to customers in certain unincorporated areas and municipalities in Ashtabula County, Ohio, to wit: The Village of Geneva-on-the-Lake, and the townships of Geneva, Harpersfield, Saybrook, Jefferson, Austinburg, Plymouth, Rome, Morgan and Ashtabula. In addition, the County provides bulk water to the City of Geneva and Aqua Ohio; and

WHEREAS, Village provides water and water services to customers in the Village of Rock Creek and to some customers of the Counties.

WHEREAS, the Village has determined to purchase bulk water from the County; and

Whereas, at the request of the Village, the County has incurred indebtedness to install a transmission line to provide water to the Village; and

WHEREAS, the Water Supply Facilities used by County to furnish water and water related services to customers in County's Service Area will be interconnected with the Water Supply Facilities used by Village to provide water and water related services to customers in Village's Service Area; and

WHEREAS, water will need to be transmitted through Water Supply Facilities in the Village's Service Area in order for County to extend water and water related services within the County's Service Area;

WHEREAS, County has a contract with Aqua Ohio, Inc. ("Aqua") to purchase bulk water under its contract with Aqua that terminates December 31, 2026;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which the parties hereby acknowledge, County and Village hereinafter set forth the terms whereby the parties shall transmit and store potable water for their respective Service Area:

1. Definitions:

1.1 County's Service Area: The Village of Geneva-on-the-Lake and the Townships of Geneva, Harpersfield, Saybrook, Jefferson, Austinburg, Plymouth, Rome, Morgan and Ashtabula, and bulk water delivered to the City of Geneva and Aqua Ohio.

1.2 Village's Service Area: The Village of Rock Creek's municipal boundaries.

1.3 Water Supply Facilities: Water Supply Facilities shall be defined in accordance with Section 6103.01 of the Ohio Revised Code and specifically include, but are not necessarily limited to, pipes, pumping stations, storage tanks, valves, meters, hydrants, and any all other property, whether real or personal, comprising the complete water storage, conveyance and distribution system within the County's Service Area and the Village's Service Area.

1.4 Village's Transmission Facilities: Any Water Supply Facilities in Village's Service Area through which water must be transmitted or stored in order for County to provide water to County's Service Area.

1.5 County's Transmission Facilities: Any Water Supply Facilities in County's Service Area through which water must be transmitted or stored in order for Village to provide water to Village's Service Area.

1.6 Source(s) of Supply: The entity or entities from which County purchases wholesale water to provide service to their respective Service Areas.

1.7 Change of Ownership: Change of Ownership occurs when the revenues received for the provision of water and water related service accrue to the benefit of a third party.

1.8 System Representative: An individual, and his/her designees, appointed by each party with the duty and authority to conduct the day-to-day operations of the Water Supply Facilities in each party's Service Area and to implement necessary adjustments to allow the Water Supply Facilities in one party's Service Area to operate in coordination with the Water Supply Facilities in the other party's Service Area.

1.9 Transmission Payment: A monthly payment by each party to the other to recover the monthly cost of electricity, certain facility maintenance and storage expense incurred by each party to transmit and store water to the other party's service area.

2. Term

2.1 Commencement Date: This Agreement shall commence upon execution and pursuant to paragraph 2.2.

2.2 Term: This Agreement shall remain in effect beginning December 29, 2006 and for a period of thirty (30) years through December 31, 2036. Upon expiration of the initial term, this

Agreement shall continue on a year to year renewal until terminated by either party giving the other party notice in writing twelve (12) months in advance of termination. The parties agree that this Agreement shall be reviewed, at the opinion of either party, every five (5) years, for the purpose of recalculating, if necessary, the transmission payment charged by the County to the Village and by the Village to the County.

2.3 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 reasonable satisfaction of the other party, before the expiration of the Cure Period, and the other party continues to seek termination, the termination shall take place at the end of the two hundred and seventy (270) day notice.

2.4 Termination of Prior Agreements: The parties agree that the agreements entered dated November 25, 1997 and August 8, 2000 whereby the Village provided water services to customers in Ashtabula County Service Area No. 2 and Ashtabula County Service Area No. 3 respectively are, upon execution of this agreement, terminated by mutual agreement and held for naught. Upon execution of this agreement and termination of the aforesaid prior agreements, all customers outside the municipal boundaries of the Village and in particular those in Ashtabula County Service Area No. 2 and Ashtabula County Service Area No. 3 shall be deemed customers of the County for all purposes.

2.5 Default in Payments: The Village warrants that necessary funds will be appropriated to make payments required by this Agreement, and all funds appropriated for this Agreement will be used for no other purpose than to pay County the amounts due hereunder. The parties acknowledge that appropriation is a governmental function which cannot be contractually committed to in advance, and this Agreement does not constitute such a commitment. In the event sufficient funds are not appropriated, budgeted, or otherwise made available on an annual basis (a Non-Appropriation), then such Non-Appropriation shall constitute a breach of this Agreement, and just cause for termination under paragraph 2.3. Non-payment of any billing within thirty (30) days of issuance of the bill shall constitute a breach of this Agreement.

2.6 Remedies: In the event of default pursuant to paragraph 2.5 above, the County may, at its sole option, with or without notice of termination pursuant to paragraph 2.3 above, exercise any one or more of the following remedies:

(a) provide billing and payment/processing, including meter reading, for the Village's Service Area. County shall remit over to the Village within thirty (30) days following the end of each month, the billing receipts received for the prior month;

provided however, County will be allowed to offset against any amount so remitted any amounts due from the Village to County.

(b) The County shall bill at the village's then current rate schedule, and shall add five (5) percent to be retained by the County to pay the cost of billing and payment processing.

(c) charge a late payment charge accruing on any payments received later than ten (10) days from the due date in the amount of \$00.05 per dollar of the delinquent amount; and Village shall be obligated to pay the same immediately upon receipt of written invoice therefore.

(d) Upon receipt of written notice of the exercise by the County of its right to provide billing and payment/processing for the Village's Service Area pursuant to Paragraph 2.6(a) of this Agreement, the Village shall immediately provide to the County a copy of i) the latest billing; ii) a trial balance of all accounts including property owners name, tenant (if applicable), service address, and billing address; iii) account balance, consumption and payment history, and whether the customer was billed on an actual reading or an estimate. Thereafter, the Village shall regularly provide the County with actual meter readings, and any other information necessary for an accurate bill to be issued to the customer. A copy of the billing shall be provided to the Village with the remittance required by Paragraph 2.6(a).

2.7 Village's Obligation: Upon receipt of written notice by the County of its right to provide billing and payment processing for the Village's Service Area pursuant to Paragraph 2.6(a) of this Agreement, the Village shall immediately cease and desist from issuing any further billing to its customers, and shall assist the County in good faith to implement the provisions of Paragraph 2.6(a).

3. Water Supply:

3.1 Delivery Cost of Water: The County shall deliver and sell bulk water to the Village, and the Village shall pay for such bulk water at a rate computed as follows:

- a. The cost of wholesale water from any source of supply, regardless of any price advantage the County may negotiate with any source of supply, unless agreed by the parties in writing. In the event there are multiple rates for wholesale water, such rates shall be averaged, with both parties paying the same rate; and
- b. A Transmission Payment of \$00.75 per One Thousand Gallons; and
- c. A debt service payment as set forth in Exhibit "A".

3.2 Exclusive Provider: During the term of this Agreement and any extension hereof, the Village shall exclusively purchase water from the County and the Village shall further be precluded from developing or utilizing its own internal source of water.

4. Water Transmission and Storage:

4.1 County's Obligation: County shall transmit and store water through County's Transmission Facilities for Village's Service Area in an amount not to exceed Two Hundred Thousand

(200,000) gallons per day at approximately Sixty (60) psi to the intersection of the Village's northern boundary line and State Route 45.

4.2 Village's Obligation: Village shall transmit and store water through Village's Transmission Facilities for County's Service Area, and deliver an amount not to exceed Forty Thousand (40,000) gallons per day at approximately Sixty (60) psi to the Villages southern boundary at the intersection with State Route 45.

4.3 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 needed by the other party to provide water and water related services to customers in the Service Area, provided that the pressures, flows and volumes shall not be less than the pressures, flows and volumes as stated above. 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.

5. Water System:

5.0 System Representative: Each party shall designate a System Representative before commencement of this Agreement and inform the other party in writing.

5.1 Master Meters: All water delivered to the Village's Service Area shall be metered. County has installed and maintain two master meters, at its sole cost and expense. A master meter shall be installed at the north municipal boundary line at State Route 45, and a master meter shall be installed at State Route 45, south of Rome-Rock Creek Road. The Village shall have access to the readings of the North and South meters at any time. When opening either meter pit the Village will advise the County ASAP.

5.2. Total Water Delivered: The parties shall, within fourteen (14) days after receipt of the bill from the Source(s) of Supply, determine the Village's portion of the total water delivered, to include credit for all County Customers where water consumption is supplied from the Village's watermain. Currently as of January 1, 2025 consist of 24 accounts.

5.3 Maintenance of Records: The parties shall each maintain complete records, in accordance with the State of Ohio's record retention guidelines, of all documents supporting their Total Water Delivered, and these records shall be readily available for inspection by the other party upon reasonable request.

6. Transmission Payment:

6.1 Village's Payment: The Village shall pay the Transmission Payment specified in Paragraph 3.1(b) until modified pursuant to Paragraph 2.2.

6.2 Waiver by Village: Village waives any Transmission Payment for the transmission and storage of water for the County's Service Area until a Change of Ownership occurs in County's Water Supply Facilities in County's Service Area or until modification pursuant to Paragraph 2.2.

7. Construction of and Changes to Transmission Facilities:

7.1 New Service Cross-Connections: If a new customer located within the County Service Area directly connects to a Water Supply Facility in the Village 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 front footage fee. The Village shall not require such new customer located within the County a connection, tap-in or frontage fee. If a new customer located within the Village Service Area directly connects to a Transmission Facility located in County Service Area after the date of this Agreement, the Village shall have the exclusive right and option to require such new customer to pay the Village a connection, tap-in or frontage fee. The County shall not require such new customer located within the Village 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 and a master meter, related to the tap-in or connection to the other party's lines.

7.2 Altitude Valve: County agrees to install and maintain, at its sole cost and expense, an appropriate altitude valve, in conjunction with the operation of Village's water tank. The size and location of the valve shall be at the sole discretion of the County. The Village will have view only access to the Village water tank information on SCADA.

7.3 Water Tower and System Upgrades: The parties agree to cooperate a joint venture to study the possible replacement, location and sizing of the Village's water tower, prioritizing the upgrading of the existing waterline on State Route 45 within the Village limits and such other system improvements, additions and upgrades that may be indicated by a jointly agreed upon needs assessment study. The parties agree to cooperate in the implementation of a study that will recognize that a regional needs assessment will be the most beneficial to the long-term economic development of the area served by both parties.

8. Construction Standards and Hold Harmless:

Any construction of Transmission Facilities by either party shall be done in accordance with all applicable state and federal regulatory standards.

9. Annexation:

Issues will be handled by the parties in the future on a case-by-case basis.

10. Dispute Resolution:

Except as provided in paragraphs 2.3 and 2.5 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 then (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 would have the option to give notice as outlined in section 2. Term.

11. Scope:

The parties hereby acknowledge that the purpose of this Agreement is to address the transmission and storage of water for County's Service Area and for Village's Service Area as those areas are defined herein. If, after the execution of this Agreement, County provides water or water related services to any area in Ashtabula County, but not currently in County's Service Area, ("Additional Service Area") this Agreement shall apply to the transmission and storage of water for the Additional Service Area.

12. Binding Effect; Assignment; Novation:

This Agreement shall be binding upon any successor, assignee, or purchaser of the parties.

13. Severability:

Unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining portion of this Agreement.

14. Governing Law:

This Agreement shall be governed by and interpreted under the laws of the State of Ohio.

15. Amendment:

This Agreement may be amended, but any amendments shall not be effective until in writing and executed by both parties.

16. Notices:

All notices required hereunder shall be deemed received if emailed to System Representative or personally delivered at, or mailed by registered or certified mail; postage prepaid, to the addresses set forth in the first paragraph of this Agreement.

17. Authority:

County and Village each represent that they have the power and authority to enter into this Agreement and that, upon mutual execution, this Agreement constitutes a valid and binding obligation on each other.

18. Integration:

This Agreement represents the final agreement of the parties with respect to the matters addressed herein and all prior negotiations, representations, and statements, whether written or oral, are merged into this Agreement.

19. Effectiveness:

This Agreement shall not become effective until mutually executed by the parties.

(Signatures on next page)

Exhibit "A"

Ashtabula County and Rock Creek Village Debt Service Agreement

The following OPWC and OWDA Loans are shown as reference and debt service obligations. The formula shall be in effect for the remainder of the debt service obligation by Ashtabula County and Rock Creek Village;

Rock Creek Loans;

- 1) Rock Creek Loan-OPWC CG021-loan amount \$50,000.00-last payment 1/1/2027
 - a. Annual payment 2025 and 2026 \$2,500.00-joint debt County and Village
 - b. Annual payment 2027 \$1,250.00-joint debt County and Village
- 2) Rock Creek Loan-OPWC CG31K-loan amount \$12,665.05-last payment 1/1/2032
 - a. Annual payment \$633.16-Village debt only
- 3) Rock Creek Loan-OWDA #4534-loan amount \$269,300.00-last payment 7/1/2036
 - a. Annual payment \$10,412.64-joint debt County and Village

Ashtabula County Loans;

- 1) Ashtabula County Loan-OWDA #4520-loan amount-\$358,333.05-last payment 7/1/2037
 - a. Annual payment \$20,417.84-County debt only

Joint debt payment schedule (Village pays 40% and County pays 60%);

- 1) OPWC CG021 and OWDA #4534 payments;
 - a. 2025 and 2026- $\$2,500.00 + \$10,412.64 = \$12,912.64$
 - i. Village share \$5,165.06 – County share \$7,747.58
 - ii. Village shall invoice County for payment
 - b. 2027- $\$1,250.00 + \$10,412.64 = \$11,662.64$
 - i. Village share \$4,665.06 – County share \$6,997.58
 - ii. Village shall invoice County for payment
 - c. 2028 thru 2036- $\$10,412.64$
 - i. Village share \$4,165.06 – County share \$6,247.58
 - ii. Village shall invoice County for payment

IN WITNESS WHEREOF,

The parties have hereto signed this Agreement on the day and year written below.

Approved as to Legal Form:

Rock Creek Solicitor

Village of Rock Creek

By: _____
Mayor

By: _____
President of Village Council

Date; _____

Approve as to Legal Form:

Ashtabula County Prosecutor

Ashtabula County Board of Commissioner's

By: _____
Casey Kozlowski, President

By: _____
Kathryn Whittington, Vice President

By: _____
JP Ducro, IV

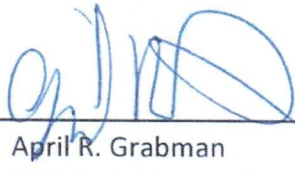
Date; _____

Signature Page

AGREEMENT TITLE: AGREEMENT FOR SUPPLY, TRANSMISSION, AND STORAGE OF WATER

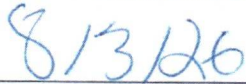
APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____



Reviewed by Earl F. Stoll, Assistant Prosecutor

IN WITNESS WHEREOF,

The parties have hereto signed this Agreement on the day and year written below.

Approved as to Legal Form:

Rock Creek Solicitor

By:

Mayor

By:

President of Village Council

Date:

Ashtabula County Board of Commissioner's

By:

Casey Kozlowski, President

By:

Kathryn Whittington, Vice President

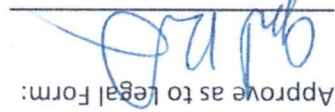
By:

JP Ducro, IV

Date:

Ashtabula County Prosecutor

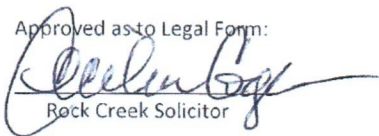
Approve as to Legal Form:



IN WITNESS WHEREOF,

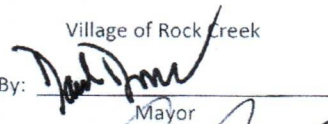
The parties have hereto signed this Agreement on the day and year written below.

Approved as to Legal Form:

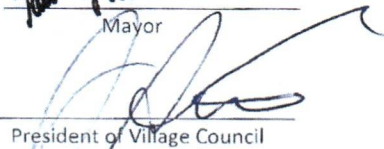

Rock Creek Solicitor

Village of Rock Creek

By:


Mayor

By:


President of Village Council

Date;

6-23-2024

Approve as to Legal Form:

Ashtabula County Prosecutor

Ashtabula County Board of Commissioner's

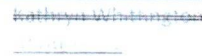
By:


Casey Kozlowski, Vice-President

By:


Kathryn Whittington, Vice-President

By:


Kathryn Whittington

Date;

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