Commissioners' Office, Lake County
Painesville, OH, August 27, 2015

The Board of County Commissioners, in and for Lake County, Ohio, met this day in regular session with the following members present:

Commissioners: Troy, Malecek, and Moran

Commissioner Moran presented the following resolution and moved its adoption.

RESOLUTION AUTHORIZING EXECUTION OF A WATER SUPPLY AGREEMENT WITH THE VILLAGE OF MADISON

WHEREAS, the Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all the deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code; and

WHEREAS, it is the recommendation of the Executive Director of the Lake County Department of Utilities that the Board of Lake County Commissioners authorize execution of a water supply agreement with the Village of Madison; said agreement incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, in and for Lake County, Ohio, hereby authorizes execution of a water supply agreement with the Village of Madison; said agreement incorporated herein by reference as Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby directed to forward certified copies of this resolution to the Lake County Auditor; Executive Director, Lake County Dept. of Utilities; and to Mayor Sam Britton, Jr., Madison Village, 126 West Main Street, PO Box 7, Madison, Ohio 44057-0007.

Commissioner Malecek seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

"AYES": Commissioners: Troy, Malecek, and Moran

"NAYS": None

Resolution adopted,
Jennifer Bell, Clerk

CLERK'S CERTIFICATION

I, Jennifer Bell, duly appointed Clerk of the Board of County Commissioners, do hereby certify that this is a true and accurate copy of a resolution adopted by said Board on August 27, 2015, and recorded in the Water and Sewer Journal, Volume 2015.

WITNESS my hand this twenty-seventh day of August, 2015, in Painesville, Ohio.

Jennifer Bell

Jennifer Bell, Clerk
Board of Commissioners, in and
for Lake County, Ohio

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AGREEMENT

This agreement is made and entered into this 27th of August, 20 15 by and between THE BOARD OF COMMISSIONERS OF LAKE COUNTY, OHIO ("Board") and the VILLAGE OF MADISON ("Village").

WITNESSETH:

WHEREAS, the Board is providing water service to the residents of eastern Lake County from its water treatment and supply facilities and the Village is providing water service to its residents from its water pumping facility; and

WHEREAS, the Village serves customers within its service district limits, however, the Village has no convenient drinking water supply to serve such customers; and

WHEREAS, the Board previously has supplied water to the Village; and

WHEREAS, the Board has the means and capacity in its facilities and its eastern Lake County distribution system to treat and distribute water; and

WHEREAS, the Board and the Village have reached an agreement by which the Board will continue to furnish a supply of water to the Village under the following conditions.

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements set forth herein, the Board and the Village agree as follows:

1. Water Supply Agreement.

   a. The Board shall continue to supply the Village with potable water. The

Village shall not purchase water from any other source except in the event of an unforeseeable emergency that requires such a purchase in order to maintain the Village's services.

b. Purchase of water by the Village and supply of water by the Board under this Agreement is specifically agreed to be a purchase and sale of "master meter" water.

2. Interconnections.

a. The Board's existing interconnection at Hubbard Road (S.R. 528) (hereinafter "Interconnection") will serve as the source of water supply for the Village. Operation, repair and maintenance of the Interconnection valves shall be conducted solely by Board's employees.

b. Village shall, at its sole cost and expense during the Term of this Agreement install, operate, maintain and repair a reduced pressure zone backflow preventer ("RPZ") as shall be approved by the Board in advance. The RPZ shall be installed after the meter and before any branch or service.

c. The Village shall conduct such annual tests of the Interconnections and RPZ as the Board shall reasonably require and in such reasonable manner as shall be determined by Board in advance. The Board shall have the right to approve the person or company conducting the test in advance. The results of such tests shall be forwarded to the Board or the Board's designee on or before March 1 of each year for the preceding year or part of year in which this Agreement is in effect. The Board shall have the right to designate an agent to be present at the test.

d. The Village shall notify the Board of any work conducted on the Village water system that may affect the supply of water to the Village.

3. Service Limitations.

a. The Board does not guarantee any set range of pressure at the interconnection to the Village. The Board does not guarantee any water quality or water pressure parameter beyond that required by the Ohio Environmental Protection Agency for potable drinking water.

b. The geographical area to be supplied by the Board with master meter water under this Agreement shall be limited to the existing service district of the Village of Madison, Lake County, Ohio (Attachment 1).

c. In the event the Village desires to expand the geographical area, the Village shall seek written approval for such expansion from the Lake County Sanitary Engineer. No such expansion of the geographical area shall be effective until or unless this Agreement is amended in writing to reflect such expansion and such other terms and conditions as the parties may agree upon.

d. The Village shall remove or relocate the bulk water sales station currently located at the north booster station to a location south of SR 84.

4. Measurement of Quantity.

a. Village shall, at its sole cost and expense during the Term of this Agreement install, operate, maintain and repair such metering device(s) ("Device(s)") at its water pumping facility on Hubbard Road (SR 528) as are approved by the Board in advance. Village shall be billed by Board for consumption measured by the amount of water passing through said Device(s). The Board shall have the right to inspect such Device(s) upon reasonable prior notice.

b. Village shall bear the costs for the installation, operation, maintenance, repair and/or replacement(s) of such Device(s) during the term of this Agreement.

c. The Village shall conduct such annual tests of the Device(s) as the Board shall reasonably require and in such reasonable manner as shall be determined by Board in advance. The Board shall have the right to approve the person or company conducting the test in advance. The results of such tests shall be forwarded to the Board or the Board's designee on or before March 1 of each year for the preceding year or part of year in which this Agreement is in effect. The Board shall have the right to designate an agent to be present at the test.

d. If the Board determines, in its sole discretion, that the tests conducted under this Section 4 are inaccurate by reason of the failure of any Device(s) or any other failure by the Village to measure, record or calculate the quantity of water used hereunder, then the quantity of water to be paid for by the Village shall be determined as follows: by calculating the average of the last twelve (12) corresponding seasonal billing periods of delivery during which the measuring equipment and/or process of recording were accurate.

5. Water Service Charge.

a. The Village shall pay the following rates for the first 400,000 cubic feet of water per month: Effective September 1, 2015, the Village shall pay three dollars and ten cents ($3.10) per one hundred (100) cubic feet of water purchased. Effective September 1, 2016, the Village shall pay three dollars and twenty cents ($3.20) per one hundred (100) cubic feet of water purchased. Effective September 1, 2017, the Village shall pay three dollars and thirty cents ($3.30) per one hundred (100) cubic feet of water purchased. Effective September 1, 2018, the Village shall pay three dollars and forty cents s ($3.40) per one hundred (100) cubic feet of water purchased. Effective September 1, 2019 and continuing until termination of this agreement, the Village shall pay the applicable retail rate per the Lake County Department of Utilities fee schedule per 100 cubic feet of water purchased. High volume usage in excess of 400,000 cubic feet per month shall be billed at the applicable effective rate per one hundred (100) cubic feet of water minus eighty seven cents ($0.87).

b. Amounts due under this Section 5 shall be billed by the Board monthly for the preceding month and payable by the Village within thirty (30) days of receipt. Failure to provide payment within defined collection periods may result in additional fees and/or termination of service. Invoices shall document consumption with actual meter readings and the dates thereof.

6. Installation of New 12-inch Main Line Extension

a. The Village shall design and construct a 12-inch diameter main line extension within the right of way of State Route (SR) 528 from SR 307 to River Road.

The materials and construction methods shall be approved by the Lake County Department of Utilities. The main line extension shall be subject to all normal County design parameters, fees and charges for new waterline construction as found in the most current Lake County Department of Utilities Rules and Regulations.

b. The proposed 12–inch diameter main line extension shall be interconnected with the Lake County Department of Utilities existing 12-inch diameter waterline on River Road terminating near SR 528.

c. A master meter and RPZ shall be installed by the Village at the intersection of SR 528 and SR 307. This location will allow future extensions of the County's water system east along SR 307 to serve Madison Township residents. This meter shall be utilized to determine the amount of water used by Madison Village along with the existing meter on SR 528 near the Madison Village Northerly Corporation Line. Such meter shall meet the requirements of Madison Village and the Lake County Department of Utilities including the RPZ.

d. All materials and labor, surveying, engineering fees, permit fees, together with all other costs of whatsoever nature for the main line extension, interconnection, and master meter are to be borne solely by the Village of Madison.

e. Ongoing maintenance of the main line extension south of the master meter shall be the responsibility of the County. Ongoing maintenance of the mainline extension north of the master meter shall be the responsibility of the Village.

f. The County shall lease the main line extension south of the master meter for the sum of $1 per year. Upon retirement of the construction loan, ownership of the main line extension south of the master meter will transfer to the County. The Village

shall own the main line extension north of the master meter. All current Village customers to remain Village customers.

g. Any future service connections to the main line on SR 528 between SR 307 and River Rd for any properties located within the Village's municipal boundary shall be deemed Village customers. The Village shall bill these customers directly and pay to the County the current applicable rate as outlined in Section 5.a. Normal County water treatment plant capacity fees and procedures shall apply in accordance with the most current Lake County Department of Utilities Rules and Regulations.

h. The Village may enter into a Tap-in Fee Reimbursement agreement for the main line extension installed as part of this project as described in the most current Lake County Department of Utilities Rules and Regulations. Said agreement will allow for the collection of a tap-in fee from all County non-participants in the main line extension project when connection to the main line extension is made.

i. The Madison Village South Service Area after the master meter shall be limited by a boundary valve south of Interstate 90. Any change to this boundary valve shall be approved by the Lake County Sanitary Engineer

j. The water delivered to the master meter at SR 528 and SR 307 is of a higher pressure. The cost charged for this additional pressure shall be $0.49 per 100 cubic feet (CF) in addition to the rate as outlined in Section 5.a.

k. The maximum usage through the south meter (SR 528 & SR 307) shall not exceed 100,000 gallons per day (gpd).

L. In the event the Village is unable to complete the main line extension project as referenced in Section 6 of this agreement, the Village shall be under no duty to proceed with the project

7. Future Water Mains.

The County shall have the right to construct a waterline along Middle Ridge Road within the Village of Madison for a future connection of the County water system to it's Middle Ridge Road Water Tank.

8. Water Treatment Plant Capacity Fees

All new connections, anywhere within the Village system, shall pay a LCDU water treatment plant capacity fee in accordance with the most current Lake County Department of Utilities Rules and Regulations, prior to the water service connection turn on.

The Village agrees to pay to the County annually each September 1st, beginning September 1st 2015, a minimum of the total balance divided by the number of years remaining until September 1, 2035. The capacity fee for existing customers is $850,000 (per existing customer data base as of the date of this agreement). This amount shall be paid in full by (September 1st 2035). Upon payment in full, the Village shall have permanent irrevocable capacity at the Bacon Rd Water Treatment Plant.

9. Other Agreements.

The Board and the Village hereby agree that any prior agreement(s), contract(s), or communication(s), either written or oral, between the Village and the Board or their agents or employees concerning provision of water by the Board to the Village are superseded by this Agreement.

10. Term and Termination.

a. This Agreement shall become effective upon execution by the last of the parties to do so and shall continue in effect until terminated.

b. Madison Village may terminate this Agreement at any time by giving written notice to the Board at least twelve (12) months prior to the intended termination date.

c. This Agreement may be terminated by the Board upon ninety (90) days prior written notice for non-payment by the Village of any amounts due under Article 5 and/or Article 9 hereof.

11. Severability.

In the event that any provision of this Agreement is found to be contrary to the laws of the State of Ohio by any court of competent jurisdiction, such determination shall not invalidate any other provision or provisions of the Agreement, which shall continue in full force and effect.

12. Governing Law.

This agreement is entered in to and enforceable in Lake County, Ohio and shall be governed by Ohio law. In the event that any dispute arises among the parties based in whole or part on this Agreement, it shall be submitted to a court of competent jurisdiction in Painesville, Lake County, Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set forth after their names with intent to be legally bound.

LAKE COUNTY BOARD OF COMMISSIONERS

Daniel P. Troy, President

Judy Moran, Vice President

Kevin D. Malecek, Commissioner

Date: August 27, 2015

VILLAGE OF MADISON

Sam Britton Jr., Mayor

Dwayne Bailey, Administrator

Kristie M. Crockett,
Fiscal Officer

Date: 8-17-2015

APPROVED AS TO FORM:
CHARLES E. COULSON, PROSECUTING ATTORNEY

By: _____
Jamie R. Eck
Assistant Prosecuting Attorney