

RESOLUTION NO. 26- 01

ADOPTED ON: 1-5-2026

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR THE SALE OF TREATED WATER AND DECLARING AN EMERGENCY

WHEREAS, in December 2020, the Village of Thornville and Perry County Perry entered into an agreement whereby the Village agreed to sell potable water to the County until it developed a potable water system of its own ("Original Agreement"); and

WHEREAS, the Original Agreement started on January 1, 2021 and had a term of five years, ending on December 31, 2025; and

WHEREAS, the County has yet to develop a potable water system of its own and therefore requires the Village of Thornville's services past the expiration of the Original Agreement; and

WHEREAS, Council for the Village of Thornville recently discussed this issue and decided (via motion) to propose a 2-year extension. This extension would align the term of the Water Contract with the current term of the Sewer Agreement. To Council's surprise, the County unilaterally voted on, and approved, a 3-year extension; and

WHEREAS, rather than shut off the water because the Original Agreement expired, Council for the Village of Thornville will amend the Original Agreement to extend its term for three years with a new rate of \$4.50 per 1,000 gallons of water for each year.

NOW, **THEREFORE, BE IT RESOLVED** by the Council of the Village of Thornville, County of Perry, State of Ohio:

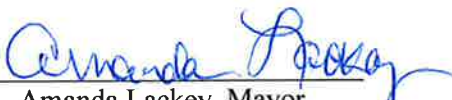
SECTION 1: Council for the Village of Thornville hereby authorizes and directs the Village Administrator and Fiscal Officer to execute a First Amendment to the Agreement for the Sale of Treated Water, in substantially the same form and content and the First Amendment attached hereto as Exhibit A.

SECTION 2: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption 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 all legal requirements of the laws of the State of Ohio.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of the Village and the further reason that the Village and County needs to extend the term of the Original Agreement before the next billing cycle begins. Wherefore, provided this Resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Passed in Council this 5th day of January, 2026.


Amanda Lackey, Mayor

ATTEST:

Dale Brussee, Council President

APPROVED:

Approved as to form this 30th day of December 2025:

A handwritten signature in blue ink, appearing to read "Brian M. Zets", is written over a horizontal line.

Brian M. Zets, Esq.
Village Solicitor

**FIRST AMENDMENT
TO THE
AGREEMENT FOR THE SALE OF TREATED WATER**

WHEREAS, in December 2020, the Village of Thornville, Ohio (the "VILLAGE") and Perry County Perry, Ohio (the "COUNTY") entered into an agreement whereby the VILLAGE agreed to sell potable water to the COUNTY until it developed a potable water system of its own ("Original Agreement"); and

WHEREAS, the effective date of the Original Agreement was January 1, 2021, and had a term of five years; and

WHEREAS, the COUNTY has yet to develop a potable water system of its own and therefore requires the VILLAGE'S services past the expiration of the Original Agreement; and

WHEREAS, the VILLAGE and COUNTY have mutually agreed to amend the Original Agreement to extend its term for three years with a new rate of \$4.50 per 1,000 gallons of water for each year.

NOW, THEREFORE, in consideration of the mutual covenants, and consideration set forth herein, the sufficiency of which is deemed acceptable, the VILLAGE and the COUNTY agree to the following:

1. ARTICLE 1, Subsection D. of the Original Agreement shall be amended to add the following:

In years six, seven, and eight: \$4.50 per 1,000 gallons

2. ARTICLE 6 of the Original Agreement shall be amended to read as follows:

This Agreement shall begin on January 1, 2021 and end on December 31, 2028.

All other Sections and subsections of the Original Agreement shall remain unchanged, valid, and enforceable.

This First Amendment 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 Amendment. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart of this First Amendment.

[Signatures Appear on the Next Page]

VILLAGE OF THORNVILLE


Eric Wilkins
Village Administrator

Date: 1-6-2025


Kelly Beem
Fiscal Officer

Date: 1-6-2025

PERRY COUNTY


Ben Carpenter, President
Perry County Commissioner

Date: 12-24-25


Scott Owen, Vice President
Perry County Commissioner

Date: 12-24-25


Chase Bennett
Perry County Commissioner

Date: 12-24-25

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

12/30/25
Date


Theresa Moore, Treasurer
Perry County, Ohio