

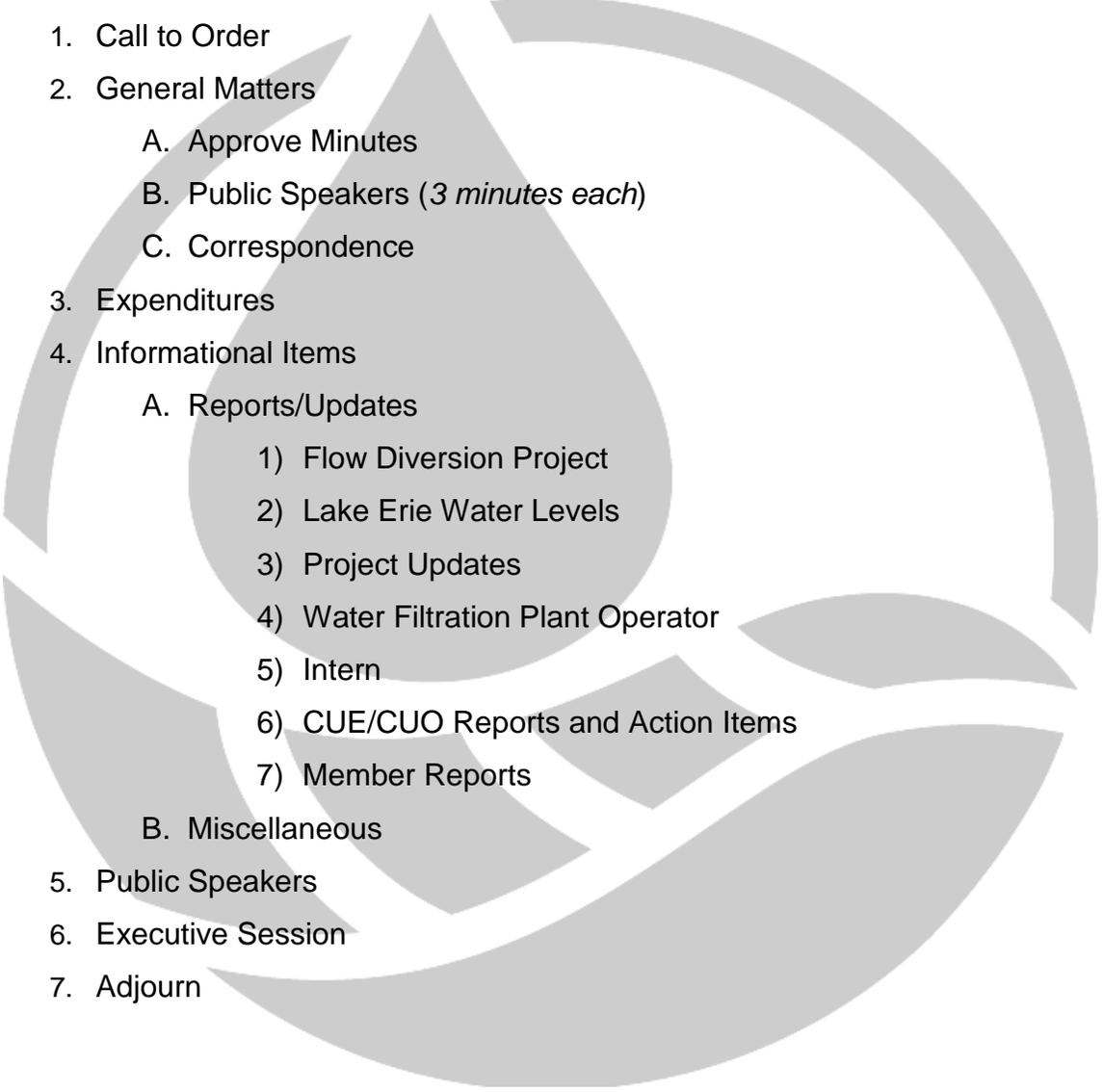
AGENDA

For

Tuesday

March 3, 2020

6:30 PM

- 
1. Call to Order
 2. General Matters
 - A. Approve Minutes
 - B. Public Speakers (*3 minutes each*)
 - C. Correspondence
 3. Expenditures
 4. Informational Items
 - A. Reports/Updates
 - 1) Flow Diversion Project
 - 2) Lake Erie Water Levels
 - 3) Project Updates
 - 4) Water Filtration Plant Operator
 - 5) Intern
 - 6) CUE/CUO Reports and Action Items
 - 7) Member Reports
 - B. Miscellaneous
 5. Public Speakers
 6. Executive Session
 7. Adjourn

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**
From: **Todd Danielson & Rob Munro**
Subject: **Agenda Items – March 3, 2020**
Date: **February 28, 2020**

Item 1: **Call to Order**
Item 2A: **Approve Minutes**
Item 2B: **Public Speakers**
Item 2C: **Correspondence**
Item 3: **Expenditures**
Item 4A1: **Flow Diversion Project**

Staff has been working with Ohio EPA to assure plan approval for the Flow Diversion Project and submit all required prerequisite documents for eventual loan approval. At the last Sewer Committee meeting, staff presented the Flow Diversion Project and requested Council approve legislation authorizing the Mayor to co-sign the loan documents. Once staff understands Ohio EPA approvals are forthcoming, staff intends to advertise the project for bidding. Pending receipt of acceptable bids, staff will request contract award and authorization to enter into a loan agreement with Ohio EPA for the project.

Item 4A2: **Lake Erie Water Levels – TAD**

Lake Erie's water level just broke the historical February high water level record by 6", and it is forecast by the Army Corps of Engineers to continue breaking monthly records for the next four months. The February 7, 2020, water level was measured at 9" above one month earlier, 14" above one year earlier, and 37" above the long-term February monthly average. The biggest contributor to lake levels is precipitation. Due to the warmer temperatures, rain, rather than snow, has been falling. During the last 12 months, rainfall in the Lake Erie basin is 7% above average and in the entire Great Lakes basin is 5% above average. Water leaves Lake Erie through the Niagara River and through evaporation. Cloud cover in January limited evaporation. There are no dams on the Niagara River holding water back in Lake Erie. However, there are restrictions in the Niagara River, such as the bridge piers of the International Railway Bridge and of the Peace Bridge that retard flow.

Item 4A3: Project Updates – RKM

2019 Water Main Replacement Bundle: During the week of February 24th, the contractor finished installing the new water main. Beginning the week of March 2nd, the contractor will begin installing water service lines to homes. This work is expected to last approximately four weeks. Once water service work is complete the contractor will begin road resurfacing and tree lawn restoration.

Lake Road waterline replacement work was completed the week of February 24th. Spot repairs for road restoration is the only outstanding item and will take place when the weather allows.

Redundancy & Future Capacity Project: On February 26th, HDR spent the day at the WFP, reviewing the plant for Task 2 – Water Treatment Facility Assessment. Areas of focus included water quality challenges, redundancy limitations and single points of failure, operational challenges, and infrastructure. On March 13th, the next risk and resiliency assessment workshop is scheduled in order to begin discussing the draft report and implementation plan.

Item 4A4: Water Filtration Plant Operator – RKM

In order to fill a vacant position, a team interviewed Water Filtration Plant Operator candidates from the approved Civil Service list in January and unanimously selected Greg Kushner to fill the position. Mr. Kushner has successfully passed the physical, drug screening, and background checks and began employment as a Water Filtration Plant Operator, Step 1B on February 27, 2020.

Item 4A5: Intern – TAD

Jarod Larson is an engineering intern and has assisted our Engineering Services Manager since September 2017. He has provided excellent assistance on a variety of issues, usually working about 10 hrs/wk while school is in session and 40 hrs/wk during school breaks. Effective March 2, 2020, the CUE will be increasing his wage to \$14/hr. The CUE is providing this to the Board as an information item so that it may be reflected in the minutes. Mr. Larson's last increase was January 1, 2019.

Item 4A6: CUE/CUO Report and Action Items – TAD/RKM

On February 25th, the CUE attended the quarterly OAWWA Technology Committee meeting in Columbus. While in Columbus, the CUE met with officials from Columbus and a law firm that manages the Association of Ohio Municipal Wastewater Agencies (AOMWA, Avon Lake Regional Water is a member) to begin discussing options for representation in Columbus tracking legislation and advocating on behalf of water utilities. Currently AOMWA tracks legislation and advocates on behalf of wastewater utilities. On the drinking water side, there is currently no professional representation. OAWWA Water Utility Council members such as the CUE do what they can on an ad hoc basis as time allows. There are a number of ways for eventual representation of

water utilities in Columbus, including an expansion of services by OAWWA or AOMWA or, possibly, a new organization. The CUE may again be in Columbus on March 6th to explore with OAWWA whether this may be something that they want to fall under their purview or if it should be a separate organization.

As a reminder, the Environmental Affairs Advisory Board Tour of the Water Filtration Plant is Wednesday, March 4th at 6PM.

Action Items are as presented with the write-up.

Item 4A7: **Member Reports**

Item 4B: **Miscellaneous**

Item 5: **Public Speakers**

Item 6: **Executive Session**

The Board has requested to meet in executive session to discuss pending legal matters.

Recommended Motion:

I move to meet in executive session as allowed by ORC 121.22 G. (3) to discuss property and pending legal matters to include the CUE, CUO, Technical Support Specialist, and Community Outreach Specialist.

Item 7: **Adjourn**

Board of Municipal Utilities
Work Session Minutes
February 18, 2020
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:00 PM.

Present: Mr. Abram, Mr. Dzwonczyk, Mr. Phillips, Mr. Rush, and Mrs. Schnabel.

Also present: City of Avon Lake Law Director Gary Ebert, LORCO Executive Gene Toy, LORCO Board Member Del Roig, CUO Munro, and Community Outreach Specialist Arnold (arrived part-way through).

Excused: CUE Danielson; CUO Munro served as Acting Clerk Pro Tem.

Law Director

Gary Ebert recently became the City of Avon Lake's new Law Director. Mr. Ebert introduced himself to the Board.

Swearing In

Re-elected members Mr. Dzwonczyk, Mr. Phillips and Mrs. Schnabel took the Oath of Office with Mr. Ebert serving as Officiary.

LORCO Update

The CUO invited LORCO Executive Director Toy to give a brief explanation of the proposed draft of the Columbia Township Agreement for the Board to review. The Chairman asked the Mr. Toy to remind the Board about the agreement. Mr. Toy stated that this was a draft sewer service agreement between Lorain County, LORCO, and Avon Lake Regional Water for Lorain County to collect wastewater from an approximately 5,000 acre area in Columbia Township and transmit it to the LORCO collection system. LORCO would then allow the flow to pass through the LORCO collection system for treatment at the Avon Lake Water Reclamation Facility. Board members indicated that they were supportive of LORCO getting more flow and wanted to assure that the agreement was not overly restrictive. Mr. Abram offered to coordinate Board comments.

Biomimicry

The CUO provided the Board with an update on Biomimicry. He informed the Board that our two Ph.D. students would be presenting an update during the April 21st work session. The Board requested that staff pay the two outstanding invoices.

Adjourn

With no other business, Mr. Abram moved to adjourn, Mr. Rush seconded. The Chairman concluded the work session at 6:55 PM.

Approved _____ 2020.

John Dzwonczyk, Chairman

Robert Munro, Acting Clerk

Board of Municipal Utilities
Meeting Minutes
February 18, 2020
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 7:00 PM.

Present: Mr. Abram, Mr. Dzwonczyk, Mr. Rush, Mr. Phillips, and Mrs. Schnabel.

Also present: CUO Munro and Community Outreach Specialist Arnold

Excused: CUE Danielson; CUO Munro served as Acting Clerk Pro Tem.

Approve Minutes

Chairman Dzwonczyk presented the minutes of the February 4, 2020 regular meeting. With no changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

None

Correspondence

None

Expenditures

Following review of expenses dated February 18, 2020, for funds and amounts as follows, Mr. Abram moved, Mr. Rush seconded, to approve the expenditures of February 18, 2020:

Water Fund 701	\$	192,746.52
Wastewater Fund 721	\$	269,919.89
MOR Fund 703	\$	230,219.68
MOR Fund 762	\$	301,783.16
LORCO Fund 749	\$	8,821.16

Ayes: Abram, Dzwonczyk, Rush, Phillips, and Schnabel.

Nays: None

Motion carried.

Board Pay

The CUO informed the Board that in 2020, the minimum amount that OPERS members must earn every month for full service credit will be increasing by 1.75%/year through 2029. He provided the table below to show current Board pay and the minimum earnable salary:

Year	Minimum Monthly Earnable Salary	Monthly Board Pay	Monthly Board Chairman Pay
2019	\$660.00	\$600.00	\$683.33
2020	\$673.08	\$600.00	\$683.33
2021	\$684.86		
2022	\$696.84		
2023	\$709.03		
2024	\$721.44		
2025	\$734.07		
2026	\$746.91		
2027	\$759.99		
2028	\$773.29		
2029	\$786.82		

Mrs. Schnabel moved, and the Chairman seconded, to increase Board Pay to the OPERS minimum of \$660 per month, with an additional amount of \$83.33 per month as is customary for the Chairman position.

Ayes: Abram, Dzwonczyk, Phillips, and Schnabel.
 Nays: None
 Abstained: Rush
 Motion carried.

Project Updates

2019 Water Main Replacement Bundle: The CUO informed the Board that the Jaycox waterline replacement work continues with the contractor heading south towards the railroad tracks. He said that the contractor successfully tied in the second of three sections of the new waterline in and has started working on the final section of the new water main. The CUO stated that once all the water mainline is installed, the contractor will begin installing service connections to the new main. He also said that the Lake Road final installation of the pipe went smoothly, and he said that the contractor believes they will be done by the end of February 28th. Mr. Abram asked if this was going to be the end of the projects on Lake Road. The CUO informed the Board that not all the work has been completed for the replacement bundle, but the work on Lake Road is near completion.

ETL Interconnection at Moore Rd: The CUO said that during the week of February 10th the contractor installed the line stop on the interconnection line between ETL1 and ETL2. He said that on February 12th the contractor was able to successfully install the 24" interconnect valve that failed. He informed the Board that the ETL1 and ETL2 interconnect line is now operational again. The CUO also said that there will be future work required at the site regarding valve redundancy and isolation and will be discussed with HDR during the evaluation.

CUE and CUO Reports

The CUO stated that he attended the Civil Service meeting on February 10th. He said that they are asking for input from Avon Lake Regional Water for comments regarding their regulations. The CUO also said that on February 13th he attended the Sewer Committee meeting.

Member Reports

The Chairman stated that the meeting that was scheduled with the county was rescheduled due to the CUE's illness.

Miscellaneous

None

Public Speakers

None

Executive Session

Mr. Rush moved, and Mr. Abram seconded, to meet in executive session as allowed by ORC 121.22 G. (2) and (3) to discuss property and pending legal matters to include the CUO and Community Outreach Specialist.

Ayes (per roll-call vote): Abram, Dzwonczyk, Rush, Phillips, and Schnabel
Nays: None
Motion carried.

Adjourn

As there was no further business, Mr. Abram moved to adjourn, and Mr. Rush seconded. The meeting adjourned at 8:01 PM.

Ayes: Abram, Dzwonczyk, Rush, Phillips, and Schnabel.
Nays: None
Motion carried.

Approved _____ 2020.

John Dzwonczyk, Chairman

Robert Munro, Acting Clerk



AVON LAKE REGIONAL WATER
 FUND 701 - WATER
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 Water Employees	\$ 59,143.79	Salaries PR Post BW 220205	51102	\$ 59,143.79	\$ 315,714.49	\$ 1,975,000.00
2 Water Employees	\$ 1,116.20	Part Time Wages PR Post BW 220205	51105	\$ 1,116.20	\$ 12,036.16	\$ 113,900.00
3 Water Employees	\$ 2,315.86	Overtime Wages Plant PR Post BW 220205	51106.101			
4 Water Employees	\$ 972.49	Overtime Wages Dist/Col PR Post BW 220206	51106.102			
5 Water Employees	\$ 813.43	Overtime Wages Administration PR Post BW 220207	51106.103			
6 Water Employees	\$ 747.65	Overtime Wages Construction PR Post BW 220207	51106.104			
7 Water Employees	\$ 446.59	Overtime Wages Office PR Post BW 220208	51106.105	\$ 5,296.02	\$ 25,097.97	\$ 139,700.00
8 Water Employees	\$ 24,186.19	Employee Time Buy Back	52115	\$ 24,186.19	\$ 81,765.70	\$ 140,000.00
9 Water Employees	\$ 29,970.89	Hospitalization - Medical Mutual - March 2020	52203			
10 Water Employees	\$ 2,869.57	Medical Mutual Week Ending February 14, 2020	52203			
11 Water Employees	\$ 2,505.13	HRA Week Ending February 14, 2020	52203			
12 Water Employees	\$ 690.85	HRA Week Ending February 14, 2020	52203			
13 Water Employees	\$ 443.82	HRA Week Ending February 21, 2020	52203	\$ 36,480.26	\$ 106,403.03	\$ 642,600.00
14 Lincoln National Life Insurance Co	\$ 268.97	Group Life Insurance-March 2020	52204	\$ 268.97	\$ 737.96	\$ 3,700.00
15 Ohio Public Employees Retirement System	\$ 20,134.73	OPERS - EMPLOYEE - OPERS Pension - Employee Share*	52209	\$ 20,134.73	\$ 43,207.96	\$ 276,500.00
16 Internal Revenue Service	\$ 962.72	FEDERAL - Federal Taxes*	52212	\$ 962.72	\$ 4,858.50	\$ 32,300.00
17 Cintas Corporation	\$ 466.50	Employee Uniform and Mat Rental Svc - January 2020 - RKM	52226			
18 Cintas Corporation	\$ 53.56	Employee Uniform and Mat Rental Svc - January 2020 - RKM	52226	\$ 520.06	\$ 2,061.72	\$ 10,000.00
19 George Caruso	\$ 40.00	4 Employee Meal Allowances 2/3/20-2/13/20 - JG	52227			
20 Brian Klonk	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227			
21 Dennis Knick	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227			
22 Rick Kasten	\$ 7.50	1 Manager Meal Allowance - RKM	52227	\$ 67.50	\$ 357.50	\$ 1,500.00
23 Mail Finance Inc	\$ 243.16	Quarterly Postage Meter Charges 3/11/20-6/10/20 - RKM	53602			
24 Link Computer Corporation	\$ 2,271.02	Muni-Link Billing - February 2020 - RKM	53602			
25 Avon Lake Printing	\$ 580.00	Water Lab and EPA forms 2/13/20 -GY	53602	\$ 3,094.18	\$ 13,059.47	\$ 55,000.00
26 Fuelman	\$ 515.11	Fuel for Vehicles - 2/10/20-2/23/20 - RKM	53604	\$ 515.11	\$ 2,870.09	\$ 25,000.00
27 Universal Lift Truck Service LLC	\$ 215.75	Eqp Mnt - Svc to Hyster 2/7/20 - RK	53607			
28 Universal Lift Truck Service LLC	\$ 1,072.20	Eqp Mnt - Svc to Clark @ WFP 2/7/20 - GY	53607			
29 Universal Lift Truck Service LLC	\$ 190.00	Eqp Mnt - Svc to Clark @ WFP 2/7/20 - GY	53607			
30 Gilco	\$ 461.77	Eqp Mnt - Lime Tank Level Display 2/20/20 - GY	53607			
31 Gilco	\$ 170.05	Eqp Mnt - Internally single monuted unit 2/20/20 - GY	53607	\$ 2,109.77	\$ 6,371.60	\$ 125,000.00
32 USALCO, LLC Inc.	\$ 3,712.30	Op Spl - Alum 2/10/20 - GY	53611			
33 USALCO, LLC Inc.	\$ 3,713.80	Op Spl - Alum 2/19/20 - GY	53611			
34 Cabot Norit Americas Inc	\$ 26,622.00	Op Spl - Activated carbon 2/17/20 - GY	53611			
35 USALCO, LLC Inc.	\$ 3,713.80	Op Spl - Alum 2/19/20 - GY	53611			
36 USALCO, LLC Inc.	\$ 3,712.30	Op Spl - Alum 2/14/20 - GY	53611	\$ 41,474.20	\$ 120,205.28	\$ 794,800.00
37 Discount Drug Mart Inc	\$ 71.78	Mnt Spl - January 2020 - RKM	53612			
38 Lowe's	\$ 280.66	Maintenance Supplies	53612.001			
39 The Henry P. Thompson Co.	\$ 1,818.16	Mnt Spl - Back Pressure Valves 1/17/20 - GY	53612.001			
40 Parker Supply LLC	\$ 377.86	Mnt Spl - Gloves (20 cases) 2/5/20 - GY	53612.001			
41 Rex Pipe & Supply Company	\$ 329.38	Mnt Spl - Hex bush, nipples 2/12/20 - RK	53612.001			
42 Grainger	\$ 65.17	Mnt Spl - Reducer bushings, nipples, adapters 2/24/20 - GY	53612.001			
43 Grainger	\$ 92.59	Mnt Spl - Liquid tight conduit 2/17/20 - GY	53612.001			
44 Grainger	\$ 336.65	Mnt Spl - Elbows, pipes, ball valves 2/17/20 - GY	53612.001			
45 Grainger	\$ 139.74	Mnt Spl - Twist on wire connectors 2/18/20 - GY	53612.001			
46 Rex Pipe & Supply Company	\$ 98.91	Mnt Spl - Pipe wrench PVC cleaner 2/19/20 - RK	53612.001			
47 Bain Enterprises	\$ 1,920.00	Mnt Spl - Operating nuts (24) 2/19/20 - RK	53612.001			
48 Grainger	\$ 278.20	Mnt Spl - Fittings (30) 2/17/20 - GY	53612.001			
49 Grainger	\$ 173.13	Mnt Spl - C-Fold Sheets, trash bags 2/14/20 - RK	53612.001			
50 Grainger	\$ 38.60	Mnt Spl - Label tape cartridge 2/14/20 - GY	53612.001			
51 Swift First Aid Corp	\$ 53.60	Svc First Aid Cabinets @ WFP 1/21/20 - GY	53612.001			
52 Parker Supply LLC	\$ 140.13	Mnt Spl - Toilet paper and facial tissues 2/14/20 - GY	53612.001			
53 Harold Archer & Sons, Inc.	\$ 910.33	Stone 2/10/20 - RK	53612.004	\$ 7,124.89	\$ 41,280.75	\$ 350,000.00
54 Badger Meter Inc.	\$ 38,000.00	Meters - HR-E LCD (200 units) - RKM	53612.005	\$ 38,000.00	\$ 50,795.32	\$ 127,500.00

	Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
55	Area Temps	\$ 900.00	Temporary Office Help - Week Ending 2/9/20 - RKM	53701			
56	McGowan Governmental Underwriters, Inc.	\$ 50.00	Insurance Bond 2020 - Heather Barnes - TAD	53701			
57	McGowan Governmental Underwriters, Inc.	\$ 50.00	Insurance Bond 2020 - Rebecca Robertson - TAD	53701			
58	U.S. Bank Equipment Finance Inc	\$ 416.94	Cnt Svc - Lease payment on 2 Ricoh copiers 2/14/20 - RKM	53701			
59	A.M. Design Group, Inc	\$ 106.88	Cnt Svc - January Web Edits 2/1/20 - RKM	53701.002			
60	Technology Management Solutions Inc	\$ 1,169.62	Cnt Svc - Renew Kaspersky Cloud Licenses 2/7/20 - RKM 1/2	53701.002			
61	Technology Management Solutions Inc	\$ 399.60	Cnt Svc - Dell 43 Ultra HD 4K Monitor 2/7/20 - RKM 1/2	53701.002			
62	Technology Management Solutions Inc	\$ 129.99	Cnt Svc - Office 2019 for Board Room Laptop 2/7/20 - RKM 1/2	53701.002			
63	Technology Management Solutions Inc	\$ 1,983.70	Cnt Svc - VMware vSphere Kit 2/7/20 - RKM 1/2	53701.002			
64	Technology Management Solutions Inc	\$ 1,309.99	Cnt Svc - Computer Support 2/5/20 - RKM 1/2	53701.002			
65	Technology Management Solutions Inc	\$ 1,293.75	Cnt Svc - Computer Support 2/8/20 - RKM 1/2	53701.002			
66	The University of Akron	\$ 6,193.31	Graduate Assistant Program 9/12/19 - TAD	53701.002			
67	Ohio Utilities Protection Service Corp	\$ 2,360.41	2020 Governmental Assessment 1/31/20 - JG	53701.002	\$ 16,364.19	\$ 66,191.75	\$ 375,000.00
68	Columbia Gas	\$ 1,216.93	gas svc @ 33370 Lake Rd - WFP 1/21/20-2/19/20 - GY	53702.001			
69	Columbia Gas	\$ 60.09	gas svc @ 33399 Lake Rd SIP Bldg 1/21/20-2/19/20 - GY	53702.002			
70	Columbia Gas	\$ 49.53	gas svc @ 33370 Lake Rd - WFP Aux 1/21/20-2/19/20 - GY	53702.002			
71	Columbia Gas	\$ 464.15	gas svc @ 33370 Lake Rd - WFP Garage 1/21/20-2/19/20 - GY	53702.002			
72	Columbia Gas	\$ 31.75	gas svc @ 33370 Lake Rd - WFP Lab 1/21/20-2/19/20 - GY	53702.002	\$ 1,822.45	\$ 4,430.64	\$ 25,000.00
73	Engie Resources	\$ 1,999.12	elec svc @ 33370 Lake Rd - February 2020 - TAD	53703.001			
74	Ohio Edison	\$ 401.72	elec svc @ 6680 W Ridge Rd 1/12/20-2/10/20 - RKM	53703.001			
75	Illuminating Company	\$ 7,705.18	elec svc @ 33370 Lake Rd 1/19/20-2/17/20 - GY	53703.001			
76	Illuminating Company	\$ 537.36	elec svc @ 201 Miller Rd 1/11/20-2/7/20 - RKM	53703.002			
77	Illuminating Company	\$ 5,274.36	elec svc @ 33385 Lake Rd SIP Bldg 1/10/20-2/6/20 - GY	53703.002			
78	Illuminating Company	\$ 589.62	elec svc @ 33385 Lake Rd SIP PS 1/10/20-2/6/20 - GY	53703.002			
79	Illuminating Company	\$ 149.45	Electric Service-Variou Depts	53703.002	\$ 16,656.81	\$134,461.63	\$ 785,100.00
80	Centurylink	\$ 615.85	Telephone svc @ WFP - January 2020 - GY	53705			
81	Centurylink	\$ 378.58	Telephone svc @ 201 Miller Rd - January 2020 - RKM	53705			
82	Spectrum Business	\$ 159.85	Internet/Phone Svc @ 201 Miller Rd 2/15/20 - RKM	53705	\$ 1,154.28	\$ 4,160.38	\$ 35,000.00
83	Daniel J. Talarek	\$ 909.88	Property Tax - First Half of 2019 - 32119 Division - Lear Water Tower	53706	\$ 909.88	\$ 2,331.95	\$ 1,000.00
84	Mike Bass Ford, Inc.	\$ 1,502.52	Truck Repairs - Ford F-750 2/10/20 - RK	53707			
85	Fisher Auto Parts, Inc	\$ 18.71	Eqp Mnt - Combination wrench 2/12/20 - RK	53707	\$ 1,521.23	\$ 7,028.08	\$ 23,000.00
86	Salt Connection Inc.	\$ 376.99	Bldg Mnt - Melt-A-Way 2/7/20 - RK	53708			
87	Sherwin Williams Company Inc	\$ 20.15	Bldg Mnt - Foam pads 2/18/20 - RK	53708			
88	Lawn Tech Inc.	\$ 2,422.50	2020 Annual Lawn Svc @ 33373 Lake Rd 2020 - RKM	53708			
89	Lawn Tech Inc.	\$ 1,639.58	2020 Annual Lawn Svc @ 201 Miller Rd 2020 - RKM	53708			
90	Lawn Tech Inc.	\$ 942.65	2020 Annual Lawn Svc @ 33370 Lake Rd 2020 - RKM	53708	\$ 5,401.87	\$ 8,505.18	\$ 150,000.00
83	E. M. Service Inc.	\$ 2,529.70	Eqp Purchase - Barnes Pump 1/17/20 - GY	53804	\$ 2,529.70	\$ 2,529.70	\$ 250,000.00
84	HDR, Inc.	\$ 17,007.80	Redundancy and Future Capacity Plan - Pay #2 - RKM	53806	\$ 17,007.80	\$ 22,046.00	\$ 325,000.00
85	Valori Ann Sciarillo	\$ 64.30	Refund for Overpayment of Final Bill 2/24/20 - RKM	53901	\$ 64.30	\$ 139.30	\$ 6,000.00
		\$ 303,927.10			\$ 303,927.10		



AVON LAKE REGIONAL WATER
 FUND 721 - WASTEWATER
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 Wastewater Employees	\$ 54,824.21	Salaries PR Post BW 220205	51102	\$ 54,824.21	\$ 272,279.92	\$ 1,520,500.00
2 Wastewater Employees	\$ 3,181.19	Part Time Wages PR Post BW 220205	51105	\$ 3,181.19	\$ 16,892.83	\$ 107,100.00
3 Wastewater Employees	\$ 1,067.51	Overtime Wages Plant PR Post BW 220205	51106.101			
4 Wastewater Employees	\$ 972.48	Overtime Wages Dist/Col PR Post BW 220205	51106.102			
5 Wastewater Employees	\$ 436.86	Overtime Wages Administration PR Post BW 220205	51106.103			
6 Wastewater Employees	\$ 1,235.12	Overtime Wages Construction PR Post BW 220205	51106.104			
7 Wastewater Employees	\$ 148.86	Overtime Wages Office PR Post BW 220205	51106.105	\$ 3,860.83	\$ 23,040.98	\$ 136,700.00
8 Wastewater Employees	\$ 27,758.22	Hospitalization - Medical Mutual - March 2020	55203			
9 Wastewater Employees	\$ 192.90	Medical Mutual week Ending February 14, 2020	52203			
10 Wastewater Employees	\$ 278.39	HRA Week Ending February 14, 2020	52203			
11 Wastewater Employees	\$ 82.35	HRA Week Ending February 21, 2020	52203	\$ 28,311.86	\$ 101,119.67	\$ 523,000.00
12 Lincoln National Life Insurance Co	\$ 241.27	Life Insurance-March 2020	52204	\$ 241.27	\$ 723.81	\$ 4,000.00
13 Ohio Public Employees Retirement System	\$ 17,262.48	OPERS Pension - Employee Share*	52209	\$ 17,262.48	\$ 39,459.67	\$ 246,000.00
14 Internal Revenue Service	\$ 888.33	FEDERAL - Federal Taxes*	52212	\$ 888.33	\$ 3,871.28	\$ 25,600.00
15 Cintas Corporation	\$ 53.55	Employee Uniform and Mat Rental Svc - January 2020 - RKM	52226			
16 Cintas Corporation	\$ 695.71	Employee Uniform and Mat Rental Svc - January 2020 - RKM	52226	\$ 749.26	\$ 1,596.17	\$ 8,000.00
17 Bradley, Timothy	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227			
18 Timothy Dillon	\$ 10.00	1 Employee Meal Allowance 2/5/20 - SB	52227			
19 Paul Frankiewicz	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227			
20 Donald Hall	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227			
21 Adam Sisson	\$ 10.00	1 Employee Meal Allowance 2/12/20 - RK	52227	\$ 50.00	\$ 290.00	\$ 1,200.00
22 Link Computer Corporation	\$ 757.00	Muni-Link Billing - February 2020 - RKM	53602			
23 Mail Finance Inc	\$ 243.16	Quarterly Postage Meter Charges 3/11/20-6/10/20 - RKM	53602			
24 Fedex Corp	\$ 83.03	Shipping Charges - January 2020 - RKM	53602	\$ 1,083.19	\$ 5,676.39	\$ 40,000.00
25 Fuelman	\$ 515.10	Fuel for Vehicles - 2/10/20-2/23/20 - RKM	53604	\$ 515.10	\$ 2,870.06	\$ 25,000.00
26 Universal Lift Truck Service LLC	\$ 215.75	Eqp Mnt - Svc to Hyster 2/7/20 - RK	53607	\$ 215.75	\$ 63,088.02	\$ 100,000.00
27 Polydyne, Inc	\$ 12,854.70	Op Spl - Polymer 2/12/20 - SB	53611			
28 Polydyne, Inc	\$ 2,570.94	Op Spl - Polymer 2/15/20 - SB	53611	\$ 15,425.64	\$ 45,754.28	\$ 175,000.00
29 Discount Drug Mart Inc	\$ 71.77	Mnt Spl - January 2020 - RKM	53612			
30 Grainger	\$ 268.26	Mnt Spl - Long expansion unions (2) 2/11/20 - SB	53612.001			
31 McMaster-Carr	\$ 102.24	Mnt Spl - Access ports for metal conduits 2/13/20 - SB	53612.001			
32 McMaster-Carr	\$ 186.37	Mnt Spl - PVC pipe, conduit, conduit adapters 2/11/20 - SB	53612.001			
33 McMaster-Carr	\$ 106.56	Mnt Spl - Female straight connectors (12) 1/24/20 - SB	53612.001			
34 Lowe's	\$ 893.62	Maintenance Supplie	53612.001			
35 Rex Pipe & Supply Company	\$ 329.37	Mnt Spl - Hex bush, nipples 2/12/20 - RK	53612.001			
36 Zoro Tools Inc	\$ 415.32	Mnt Spl - Occupancy sensors (6) 2/10/20 - SB	53612.001			
37 McMaster-Carr	\$ (106.56)	Mnt Spl - Returned connectors 2/10/20 - SB	53612.001			
38 McMaster-Carr	\$ 730.68	Mnt Spl - Building wire 2/18/20 - SB	53612.001			
39 McMaster-Carr	\$ 768.36	Mnt Spl - Building wire 2/17/20 - SB	53612.001			
40 Grainger	\$ 173.12	Mnt Spl - C-Fold Sheets, trash bags 2/14/20 - RK	53612.001			
41 United Laboratories Inc.	\$ 4,909.95	Mnt Spl - Oxy Blue Odor Eliminator 2/14/20 - SB	53612.001			
42 United Laboratories Inc.	\$ 3,287.82	Mnt Spl - Mesh tapered bag, H2S Inhibitor 2/14/20 - SB	53612.001			
43 Rex Pipe & Supply Company	\$ 98.91	Mnt Spl - Pipe wrench PVC cleaner 2/19/20 - RK	53612.001			
44 Harold Archer & Sons, Inc.	\$ 910.33	Stone 2/10/20 - RK	53612.004	\$ 13,146.12	\$ 40,919.37	\$ 180,000.00
45 Alloway Corp	\$ 50.00	Lab Analysis @ WRF 2/15/20 - SB	53613			
46 Jones & Henry Laboratories Inc.	\$ 100.00	Lab Testing @ WRF 2/12/20 - SB	53613	\$ 150.00	\$ 1,993.83	\$ 50,000.00
47 McGowan Governmental Underwriters, Inc.	\$ 50.00	Insurance Bond 2020 - Rebecca Robertson - TAD	53701			
48 McGowan Governmental Underwriters, Inc.	\$ 50.00	Insurance Bond 2020 - Heather Barnes - TAD	53701			
49 U.S. Bank Equipment Finance Inc	\$ 416.96	Cnt Svc - Lease payment on 2 Ricoh copiers 2/14/20 - RKM	53701			
50 Technology Management Solutions Inc	\$ 1,293.75	Cnt Svc - Computer Support 2/8/20 - RKM 2/2	53701.002			
51 Technology Management Solutions Inc	\$ 1,983.69	Cnt Svc - VMware vSphere Kit 2/7/20 - RKM 2/2	53701.002			
52 Technology Management Solutions Inc	\$ 1,050.00	Cnt Svc - Computer Support 2/5/20 - RKM 2/2	53701.002			
53 Technology Management Solutions Inc	\$ 130.00	Cnt Svc - Office 2019 for Board Room Laptop 2/7/20 - RKM 2/2	53701.002			

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
54 Technology Management Solutions Inc	\$ 399.59	Cnt Svc - Dell 43 Ultra HD 4K Monitor 2/7/20 - RKM 2/2	53701.002			
55 Technology Management Solutions Inc	\$ 1,169.62	Cnt Svc - Renew Kaspersky Cloud Licenses 2/7/20 - RKM 2/2	53701.002			
56 A.M. Design Group, Inc	\$ 106.87	Cnt Svc - January Web Edits 2/1/20 - RKM	53701.002	\$ 6,650.48	\$ 40,586.27	\$ 500,000.00
57 Kimble Recycling & Disposal	\$ 26,068.09	Sludge Hauling - January 2020	53701.007	\$ 26,068.09	\$ 67,366.55	\$ 450,000.00
58 Columbia Gas	\$ 2,258.61	gas svc @ 33675 Durrell 2/13/20 - SB	53702.001			
59 Constellation NewEnergy - Gas Division, LLC	\$ 3,215.14	gas svc @ 33675 Durrell 2/20/20 - SB	53702.001			
60 Columbia Gas	\$ 32.19	gas svc @ 641 Lear Rd PS 1/7/20-2/5/20 - RK	53702.002			
61 Columbia Gas	\$ 31.75	gas svc @ 32789 Lake Rd - Center Rd PS 1/21/20-2/19/20 - GY	53702.003	\$ 5,537.69	\$ 7,938.51	\$ 40,000.00
62 Illuminating Company	\$ 10,092.71	elec svc @ Waterbury Ave 1/9/20-2/5/20 - SB	53703.001			
63 Illuminating Company	\$ 79.23	elec svc @ 31900 Lake Rd PS 1/9/20-2/4/20 - RK	53703.003			
64 Illuminating Company	\$ 1,314.75	elec svc @ 32789 Lake Rd PS 1/10/20-2/6/20 - RK	53703.003			
65 Illuminating Company	\$ 91.81	elec svc @ 641 Lear Rd 1/9/20-2/5/20 - RK	53703.003			
66 Illuminating Company	\$ 72.75	elec svc @ 810 Avon Belden Rd Sewer 1/12/20-2/7/20 - RK	53703.004			
67 Illuminating Company	\$ 72.75	elec svc @ 758 Jaycox Rd Sewer 1/9/20-2/5/20 - RK	53703.004	\$ 11,724.00	\$ 44,464.97	\$ 335,000.00
68 Centurylink	\$ 378.58	Telephone svc @ 201 Miller Rd - January 2020 - RKM	53705			
69 Centurylink	\$ 373.49	Telephone svc @ Pump Stations - January 2020 - RK	53705			
70 Spectrum Business	\$ 159.85	Internet/Phone Svc @ 201 Miller Rd 2/15/20 - RKM	53705	\$ 911.92	\$ 4,055.93	\$ 30,000.00
71 Daniel J. Talarek	\$ 909.87	Property Tax - First Half of 2019	53706	\$ 909.87	\$ 1,118.52	\$ 1,000.00
72 Fisher Auto Parts, Inc	\$ 18.71	Eqp Mnt - Combination wrench 2/12/20 - RK	53707			
73 Mike Bass Ford, Inc.	\$ 1,502.51	Truck Repairs - Ford F-750 2/10/20 - RK	53707	\$ 1,521.22	\$ 5,807.99	\$ 20,000.00
74 Salt Connection Inc.	\$ 376.99	Bldg Mnt - Melt-A-Way 2/7/20 - RK	53708			
75 Sherwin Williams Company Inc	\$ 20.15	Bldg Mnt - Foam pads 2/18/20 - RK	53708			
76 Lawn Tech Inc.	\$ 1,639.57	Lawn Svc @ 201 Miller Rd 2020 - RKM	53708.001			
77 Lawn Tech Inc.	\$ 166.80	Lawn Svc @ 32789 Lake Rd 2020 - RKM	53708.001			
78 Goldstar Products, Inc	\$ 7,008.60	Bldg Mnt - Enviromelt 2/3/20 - SB	53708.001	\$ 9,212.11	\$ 21,794.07	\$ 105,000.00
79 Trimble Inc.	\$ 7.82	New Eqp - Wee-Mag Magnets w/Key Chains 1/31/20 - SB	53804			
80 Trimble Inc.	\$ 1,002.82	New Eqp - Ultrasonic transmitter 1/31/20 - SB	53804			
81 Trimble Inc.	\$ 80.55	New Eqp - Wee-Mag Magnets w/Key Chains 1/31/20 - SB	53804			
82 Trimble Inc.	\$ (80.55)	New Eqp - Wee-Mag Magnets w/Key Chains 1/31/20 - SB	53804	\$ 1,010.64	\$ 8,812.06	\$ 175,000.00
83 Valori Ann Sciarillo	\$ 89.71	Refund for Overpayment of Final Bill 2/24/20 - RKM	53901	\$ 89.71	\$ 519.41	\$ 5,000.00
84 Mansour Gavin	\$ 4,072.50	Mansour Gavin, fund correction	53907.002	\$ 4,072.50	\$ 20,716.50	\$ 25,000.00
	\$ 207,613.46			\$ 207,613.46		



AVON LAKE REGIONAL WATER
 FUND 703 - ETL1
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 ABC Equipment Rental & Sales Corp	\$ 36.99	Mnt Spl - Hillman Fasteners for ETL1 repair - RKM	53612.002			
2 Core & Main LP	\$ 13,724.45	Mnt Spl - ETL1 Repair parts 1/24/20 - RK	53612.002			
3 Kendera Enterprises Inc.	\$ 3,230.00	ETL1 Waterline repairs at Old Mill Plaza 2/14/20 - RK	53612.002			
4 Harold Archer & Sons, Inc.	\$ 1,480.10	Stone for ETL1 Repair 2/12/20 - RK	53612.004	\$ 18,471.54	\$ 64,329.74	\$ 71,000.00
5 Complete Concrete	\$ 400.00	Cnt Svc - Saw Cut @ ETL behind Bubba's 2/12/20 - RK	53701			
6 Avon Lake Regional Water	\$ 1,882.90	Operator Charges - January 2020 - ETL1 - RKM	53701.002			
7 Ohio Utilities Protection Service Corp	\$ 337.20	2020 Governmental Assessment 1/31/20 - JG	53701.002	\$ 2,620.10	\$ 7,186.29	\$ 58,000.00
8 Illuminating Company	\$ 7,956.67	elec svc @ 800 Moore Rd 1/11/20-2/7/20 - RKM	53703.003			
9 Engie Resources	\$ 1,329.14	elec svc charge @ 800 Moore Rd - February 2020 - TAD	53703.003	\$ 9,285.81	\$ 36,837.73	\$ 279,000.00
10 Ohio Edison	\$ 61.69	elec svc @ Lear @ Mills 1/8/20-2/5/20 - RKM	53703.004			
11 Illuminating Company	\$ 147.08	Electric Service-Variou Depts	53703.004	\$ 208.77	\$ 1,150.62	\$ 8,000.00
12 HDR, Inc.	\$ 28,298.73	Redundancy and Future Capacity Plan - Pay #2 - RKM	53806	\$ 28,298.73	\$ 35,671.86	\$ 225,000.00
	\$ 58,884.95			\$ 58,884.95		



AVON LAKE REGIONAL WATER
 FUND 762 - ETL2
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 Avon Lake Regional Water	\$ 2,044.26	Operator Charges - January 2020 - ETL2 - RKM	53701.002			
2 Ohio Utilities Protection Service Corp	\$ 337.20	2020 Governmental Assessment 1/31/20 - JG	53701.002	\$ 2,381.46	\$ 6,463.60	\$ 100,000.00
3 Illuminating Company	\$ 2,657.95	elec svc @ 800 Moore Rd Rear Upper 1/11/20-2/7/20 - RKM	53703.003	\$ 2,657.95	\$ 39,284.75	\$ 292,000.00
4 Ohio Edison	\$ 85.48	elec svc @ 37980 Barres Rd 1/8/20-2/5/20 - RKM	53703.004			
5 Illuminating Company	\$ 149.53	elec svc @ Detroit Rd 1/12/20-2/8/20 - RKM	53703.004	\$ 235.01	\$ 1,007.23	\$ 6,000.00
6 HDR, Inc.	\$ 28,298.72	Redundancy and Future Capacity Plan - Pay #2 - RKM	53806	\$ 28,298.72	\$ 35,671.84	\$ 225,000.00
	\$ 33,573.14			\$ 33,573.14		



AVON LAKE REGIONAL WATER
 FUND 749 - LORCO
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 Excel Fluid Group, LLC	\$ 1,244.00	Mnt Spl - Tsu Rumi Cutter Plate for Hawke Rd 1/28/20 - RK	53612.003	\$ 1,244.00	\$ 1,353.72	\$ 125,000.00
2 Ohio Utilities Protection Service Corp	\$ 337.21	2020 Governmental Assessment 1/31/20 - JG	53701.002	\$ 337.21	\$ 337.21	\$ 50,000.00
3 Illuminating Company	\$ 74.42	elec svc @ 33678 Walker Rd 1/12/20-2/8/20 - RKM	53703.002			
4 Lorain Medina Rural Electric Corp	\$ 98.42	elec svc @ Slife Rd 12/23/19-1/23/20 - RKM	53703.003			
5 Lorain Medina Rural Electric Corp	\$ 163.94	elec svc @ Indian Hollow 12/23/19-1/23/20 - RKM	53703.003			
6 Lorain Medina Rural Electric Corp	\$ 100.29	elec svc @ Capel Rd 12/23/19-1/23/20 - RKM	53703.003			
7 Lorain Medina Rural Electric Corp	\$ 60.82	elec svc @ Durkee S 12/23/19-1/23/20 - RKM	53703.003			
8 Lorain Medina Rural Electric Corp	\$ 164.89	elec svc @ Durkee N 12/23/19-1/23/20 - RKM	53703.003			
9 Lorain Medina Rural Electric Corp	\$ 109.41	elec svc @ 12601 Cowley Rd 12/23/19-1/23/20 - RKM	53703.003			
10 Lorain Medina Rural Electric Corp	\$ 96.27	elec svc @ Banks Rd 12/23/19-1/23/20 - RKM	53703.003	\$ 868.46	\$ 5,443.81	\$ 42,000.00
11 Rural Lorain County Water Authority	\$ 88.76	Water Used @ 38393 Royalton Rd 1/2/20-2/4/20 - RKM	53754			
12 Rural Lorain County Water Authority	\$ 53.81	Water Used @ 9871 Avon Belden 1/2/20-2/4/20 - RKM	53754	\$ 142.57	\$ 441.97	\$ 350,000.00
13 Link Computer Corporation	\$ 336.45	Muni-Link Billing - February 2020 - RKM	53760	\$ 336.45	\$ 3,945.27	\$ 27,000.00
14 LORCO	\$ 2,021.74	LORCO 2 Reimbursements - January 2020 - RKM	53901	\$ 2,021.74	\$ 4,013.56	\$ 25,000.00
	\$ 4,950.43			\$ 4,950.43		



**Avon Lake
Regional Water**

Serving the region,
protecting our resource.

AVON LAKE REGIONAL WATER
FUND 765 - LATERAL LOAN
FEBRUARY 14 - FEBRUARY 27
MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 Killeen Plumbing Co.	\$ 4,000.00	Lateral Loan Program - 153 Lakewood - RKM	53701	\$ 4,000.00	\$ 4,000.00	\$ 100,000.00
	\$ 4,000.00			\$ 4,000.00		



AVON LAKE REGIONAL WATER
 FUND 704 - WATER CONSTRUCTION
 FEBRUARY 14 - FEBRUARY 27
 MARCH 3, 2020

Vendor	Amount	Description	G/L Account	G/L Sum	YTD Transactions	Budget
1 HDR, Inc.	\$ 45,490.39	Capital Improvements - Waterline - 7 - JG	55007			
2 Underground Utilities Inc	\$ 575,918.14	Water Main Bundle - Pay #5 - TAD	55007	\$ 621,408.53	\$ 959,109.51	\$ 2,950,000.00
	\$ 621,408.53			\$ 621,408.53		

ACTION ITEMS FROM BOARD MEETINGS

DATE	CATEGORY*	TOPIC	SOLUTION	STATUS
2/4/2020	Misc.	Board would like an invitation to tour the WRF now that all construction work is complete.	Staff will schedule a tour once the weather warms.	Open
2/18/2020	Misc.	Mrs. Schnabel asked staff to consider a redesign of the bills to aid with their understanding.	Board, Staff, and a representative from SmartBill met on 2/21. Staff and SmartBill are in the process of developing mock redesigns of bill.	Open
11/19/2019	Misc.	The Chairman asked if we have an IT policy for cyber security.	Staff intends to prepare an IT master plan and complete a cyber security assessment as part of the Risk and Resilience Assessment.	Open
9/17/2019	Financial	The Chairman asked staff to develop a plan for providing valve turning services to bulk customers in 2020, including estimated costs and revenues in the budget.	Staff has met internally and will continue moving the concept forward.	Open
1/21/2020	Misc.	Does the Board need to be a signatory on the Columbia Township agreement?	Staff believes the Board must be a signatory and could seek the opinion of outside counsel, should the Board desire.	Answer
10/1/2019	Misc.	Members asked will Bana be able to demonstrate her work with her software/application at our water plant.	Staff has scheduled 4/21/2020 as the date when Bana can demonstrate her application.	Answer
11/19/2019	Misc.	Mr. Abram asked if the grant the Cleveland Water Alliance received regarding algae can benefit us.	The grant is to develop an HAB early warning system, not clean up HABs. Staff has asked Cleveland Water Allinace if there are ways to take part in the project.	Answer
10/15/2019	Misc.	Should we consider random drug testing for the entire organization?	Staff will investigate the possibility/implications.	Answer
9/3/2019	Misc.	Members asked that awards won by Avon Lake Regional Water be displayed for the public to see.	Staff will look into a display case or another method of display.	Answer
4/2/2019	Misc.	Members asked to see the new agreement with Sprint for a structure on the water tower	The CUO is working with the Law Director on revisions to the agreement and will provide a draft to the Board before requesting approval.	Answer
3/19/2019	Financial	What are anticipated costs for Class B v. landfilling residuals?	Will be included as a part of the Residuals Master Plan.	Answer
3/4/2019	Financial	Why is Avon Lake Regional Water being charged property taxes despite being a tax-exempt organization, and have we filed the appropriate exemptions?	The state Department of Taxation has determined that the water tower and the 3-million-gallon clear well are tax exempt. Staff is waiting for the	Answer
3/19/2019	Misc.	Please work with the City to see how the Developer Agreement could be worked into the Planning Code.	The CUE is working with the Public Works Director on this matter.	Answer
1/15/2019	Misc.	Readerboard sign for Lake Road	Staff is received bids for the sign and is now investigating the questions asked at the 1/21/2020 meeting.	Answer

*Categories: Financial, Lateral Project, Personnel, Education/CI, Strat. Plan or Misc.

SANITARY SEWER SERVICE AGREEMENT

This Agreement entered into on this ____ day of _____ by and between the Lorain County Rural Wastewater District (hereafter called "LORCO"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, and the Board of Commissioners of Lorain County, Ohio (hereafter called "COUNTY"), and the City of Avon Lake, Ohio through its Board of Municipal Utilities (hereafter called "CITY").

WHEREAS, LORCO is authorized to enter into this AGREEMENT pursuant to Resolution No. _____; and

WHEREAS, COUNTY is authorized to enter into this AGREEMENT pursuant to Resolution No. _____; and

WHEREAS, CITY is authorized to enter into this AGREEMENT pursuant to Motion date _____; and

WHEREAS, the parties hereto are acting under authority of Revised Code Chapters 307, 308, 6117, 6119 and Article XVIII of the Ohio Constitution; and

WHEREAS, the COUNTY, by resolution adopted by its Board of County Commissioners established the Lorain County Sanitary Sewer District serving a portion of Columbia Township hereinafter referred to as the "DISTRICT" as shown in "Exhibit A", for the purpose of preserving and promoting the public health and welfare and that the DISTRICT is geographically limited to the area shown in Exhibit A, which explicitly excludes any adjoining properties beyond those shown in Exhibit A without the written consent of all parties; and

WHEREAS, LORCO operates for LORCO a sanitary sewerage system, at the intersection of Hawke Road and State Route 82; and

WHEREAS, LORCO has contracted with the CITY to treat collected wastewater flows; and

WHEREAS, it is the desire of the COUNTY to provide access for property owners in the DISTRICT to construct sanitary sewer extensions including gravity sewers, lift stations and force mains that connect to the sanitary sewer collection system of LORCO at the intersection of Hawke Road and State Route 82; and

WHEREAS, it is the desire of LORCO to accept the sanitary sewer flows from within the DISTRICT currently within the Facility Planning Area (FPA) of the COUNTY and establish fair and equitable charges for DISTRICT customers who request to be connected to the sanitary sewer system.

WHEREAS, COUNTY, LORCO and CITY desire to enter into this AGREEMENT of mutual benefit to permit the DISTRICT to discharge sanitary wastewater into the LORCO sewerage system for the purpose of preserving the health, safety, and welfare of the public.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree and promise as follows:

ARTICLE 1 - TERM; DESIGNATIONS

1.01 The term of this AGREEMENT shall be for an initial term of forty (40) years commencing _____, and shall automatically be renewed for terms of twenty (20) years subject to termination upon written notice of one (1) year prior to the commencement of each renewal period. Lorain County may elect to terminate this agreement upon written notice of one (1) year as detailed in Section 1.04.

1.02 This AGREEMENT does not supersede any and all prior agreements, communications, and representations, whether oral or written, made between the parties hereto for the DISTRICT. This AGREEMENT contains all of the promises, agreements, conditions, inducements, and understandings between the COUNTY, CITY and LORCO and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, other than as set forth in this AGREEMENT.

1.03 As sanitary sewers extensions are planned, designed and constructed within the DISTRICT, the COUNTY, and LORCO agree to give their approval for parcels with access to the sanitary sewer extensions and to cooperate in securing the appropriate adjustments to the 208 Plan designation from the Facilities Planning Area (FPA) of the COUNTY to the FPA of the Avon Lake/LORCO Phase 1, with the COUNTY remaining the Designated Management Agency (DMA) responsible for owning, operating and maintaining the sanitary sewers within the DISTRICT, and allow LORCO to accept wastewater flow from the requested parcel(s), according to the terms and conditions of this AGREEMENT. The COUNTY retains the exclusive jurisdiction in determining the construction of sanitary sewers within the DISTRICT and under no circumstances shall the COUNTY be obligated to provide sanitary sewer service to any parcel within the DISTRICT.

1.04 Lorain County may elect to construct a separate sanitary sewer system and direct flows to a different FPA and terminate this Agreement pursuant to Article 1.01, and all parties will consent to securing the appropriate modifications to the FPA, thereby rendering this Agreement null and void with no further obligations from either party, should any of the following conditions apply:

1.04.1 The rates charged by LORCO to the COUNTY are within 10-percent of the average monthly rates charged by the other available FPA option(s).

1.04.2 The COUNTY notifies LORCO that the utilized capacity is at or above 80 percent of the reserved capacity as outlined in Section 5.07.01 and LORCO is not capable of providing a plan for additional capacity within a one year timeframe after being notified by the COUNTY and/or is not capable of constructing additional capacity within a two-year timeframe after being notified by the COUNTY.

1.04.3 In the event that the conditions outlined in Sections 1.04.1 or 1.04.2 occur, LORCO/Avon Lake Regional Water would have 60 days to submit a proposal to eliminate the condition, after which the County would have 60 days to determine if the proposal is acceptable.

ARTICLE 2 - SERVICE AREA AND SERVICE

2.01 Parcels of property located within the District (hereafter called "PARCELS") as shown in Exhibit A — "DISTRICT" shall be permitted access to the LORCO sanitary sewer system, such that sanitary wastewater flow emanating from said PARCELS shall be collected by COUNTY and directed to the LORCO collection system and directed for treatment to sanitary wastewater treatment facilities of CITY. Access to the LORCO sanitary sewer system for treatment of sanitary wastewater shall not be denied by LORCO to PARCELS, provided the conditions hereafter set forth in Sections 2.02, 2.03 and 2.04 are met.

2.02 Connection to the LORCO sanitary sewer system shall be limited to parcels requesting said connection that have developed an agreement that is acceptable with the COUNTY for providing sanitary sewer service as outlined in Section 1.03 or for parcels that the COUNTY has deemed acceptable for connection to the sanitary sewer at the COUNTY's sole discretion. Any sanitary sewer extensions to serve areas outside of the PARCELS shown on Exhibit A — "DISTRICT" within the Lorain County Facility Planning Area cannot occur without the written consent of all parties to this agreement.

2.03 PARCELS, in order to be permitted access to LORCO sanitary sewer lines and CITY sanitary wastewater treatment facilities, must fulfill the following conditions:

2.03.1 Be in compliance with all applicable laws, rules, and regulations of the COUNTY, LORCO, and CITY as well as State and Federal governmental and regulatory agencies with appropriate jurisdiction.

2.03.2 All appropriate permit applications/registrations required by the rules and regulations of the COUNTY must be made and procured, which shall be identical to those required of other COUNTY customers except as noted within this AGREEMENT.

2.03.3 It is recognized and acknowledged by all parties that by entering into this Agreement the COUNTY does not agree, expressly or impliedly, that it is required to construct connector sewer lines within the DISTRICT to any PARCELS and that constructing sewers within the DISTRICT is at the COUNTY's sole discretion.

2.04 All sewage accepted by LORCO from the DISTRICT shall be received through the existing sanitary sewer located at the intersection of Hawke Road and State Route 82 as shown in Exhibit A or through future expansions as agreed upon by all parties to this agreement. Subject to Section 1.04, in the future, should an alternative sewer connection become available, the County may terminate the connection to the LORCO sanitary sewer system and begin sending flows through the alternative sewer connection, thereby terminating this agreement, without penalty. Any tap-in fee paid to LORCO during the life of this agreement is non-refundable, either to the User or to the County.

ARTICLE 3 - RATES AND CHARGES

3.01 Rates and charges for sanitary sewer service shall be broken into two categories: parcels with existing buildings as of the date of execution of this agreement to be served by sanitary sewers at the time an accessible sanitary sewer is constructed and parcels without existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed.

3.02 Existing homes as of the date of execution of this agreement within the Plum Creek Subdivision that are connected to the Plum Creek VVWTP, consisting of approximately 50 parcels, shall be exempt from connecting into the sanitary sewer until the COUNTY, at its sole discretion, decides to connect into the system. Once the COUNTY decides to take the existing Plum Creek treatment plant out of service and tie into the system, the residents shall be billed based on the existing building category as outlined in Section 3.03.

3.03 Parcels with existing buildings as of the date of execution of this agreement to be served by sanitary sewers at the time an accessible sanitary sewer is constructed, in order to connect to the LORCO sanitary sewer system, shall pay the following rates and charges for waste collection and treatment to LORCO and the COUNTY at the time of connection. These fees do not include special assessments or other fees that the COUNTY may charge that may be developed as part of individual sewer agreements throughout the DISTRICT:

3.03.1 LORCO Capital Recovery Fee: Parcels as described in Section 3.03 above in this agreement are exempt from and shall not be charged this fee.

3.03.2 LORCO Tap-In Fee: Parcels as described in Section 3.03 above in this agreement are exempt from and shall not be charged this fee as LORCO is not responsible for the private building laterals built within the DISTRICT.

3.03.3 LORCO User Fees: This fee shall match the User Fees for the LORCO Phase 1 Sewer District (service area not included in the agreement), which is currently \$51.50 for the first 2,000 gallons monthly and \$8.15 per 1,000 gallons thereafter and includes the costs for treatment, operation and maintenance (O&M) and debt components. Because the County will be responsible for O&M services within the DISTRICT, the user fee shall be \$40.99 for the first 2,000 gallons monthly and \$6.24 per 1,000 gallons thereafter (81% of the fee for LORCO Phase 1 customers). Future LORCO User Fees within the DISTRICT will be charged proportionately (81%) based on the current LORCO Phase 1 User Fees.

3.03.4 County Inspection Fee: The COUNTY's inspection fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.

3.03.5 County Permit Fee: The COUNTY's permit fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.

3.03.6 County O,M&R Fee: This fee shall be based on the COUNTY's current O,M&R rate, which may be amended from time to time.

3.04 Parcels without existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed, in order to connect to the LORCO sanitary sewer system, proposed buildings shall pay the following rates and charges for waste collection and treatment to LORCO or the COUNTY at the time of connection. These fees do not include special assessments or other fees that the COUNTY may charge that may be developed as part of individual sewer agreements throughout the DISTRICT:

3.04.1 LORCO Capital Recovery Fee: Parcels as described in Section 3.04 above of this agreement shall pay a capital recovery fee of \$4,000 per tap, which may be amended from time to time, but shall not exceed 2% annually from the date of this agreement.

3.04.2 LORCO Tap-In Fee: Parcels as described in Section 3.04 above in this agreement are exempt from and shall not be charged this fee as LORCO is not responsible for the private building laterals built within the DISTRICT, but it is responsible for all pipes in collection system.

3.04.3 LORCO User Fees: This fee shall match the User Fees for the LORCO Phase 1 Sewer District (service area not included in the agreement), which is currently \$50.60 for the first 2,000 gallons monthly and \$7.70 per 1,000 gallons thereafter and includes the costs for treatment, operation and maintenance (O&M) and debt components. Because the County will be responsible for O&M services within the DISTRICT, the user fee shall be \$40.99 for the first 2,000 gallons monthly and \$6.24 per 1,000 gallons thereafter (81% of the fee for LORCO Phase 1 customers). Future LORCO User Fees within the DISTRICT will be charged proportionately (81%) based on the current LORCO Phase 1 User Fees.

3.04.4 County Tap-In Fee: The COUNTY may charge the COUNTY tap-in fee at the current COUNTY tap-in fee rate.

3.04.5 County Inspection Fee: The COUNTY's inspection fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.

3.04.6 County Permit Fee: The COUNTY's permit fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.

3.04.7 County O,M&R Fee: This fee shall be based on the COUNTY's current O,M&R rate, which may be amended from time to time.

3.05 Charges to all PARCELS for wastewater treatment usage shall be for actual water usage determined by Master Sewer meter installed by County subject to Avon Lake Regional Water approval. Avon Lake Regional Water shall also have rights to check

meter and have it tested at County expense. If Master meter fails LORCO has to estimate and bill accordingly.

3.06 The COUNTY reserves the right to charge for operations, maintenance and/or debt service/replacement of its local sewer collection system for any future COUNTY owned sanitary sewer extensions.

3.07 Parties hereto may only alter the method of charging, billing, and/or collecting fees and charges herein authorized by written AGREEMENT of all parties.

ARTICLE 4 - SURFACE WATER DRAINAGE

4.01 Parties hereto warrant and represent that the sanitary sewage systems constructed, operated, or maintained pursuant to the AGREEMENT shall not be used for surface or ground water drainage, downspouts, footer tiles, sump pump outlets or similar.

ARTICLE 5 - OWNERSHIP AND MAINTENANCE

5.01 LORCO and the CITY agree to receive, transport, and adequately treat all sanitary wastewater originating from the DISTRICT and to dispose of said sanitary wastewater in a lawful manner approved by the Ohio Environmental Protection Agency (OEPA), except in the event of a natural disaster or Act of God.

5.02 All flows shall be subject to the same loading surcharges and pretreatment ordinances and regulations as enforced by the CITY against their own customers.

5.03 LORCO agrees, subject to the conditions hereinafter set forth, to operate, maintain, and repair/replace the Avon Lake Regional Water-owned sanitary sewerage system. The COUNTY agrees to construct, own, operate, maintain and replace all sanitary sewers within the DISTRICT.

5.04 LORCO shall be permitted to enforce its Rules and Regulations without discrimination among sanitary sewerage system users served by LORCO.

5.05 LORCO agrees to immediately notify the COUNTY of any unusual condition which could interrupt the service to the DISTRICT. LORCO agrees to immediately repair any part of its system which could adversely affect the DISTRICT's collection system and/or system users.

5.06 COUNTY will issue permits to new users in addition to issuing the permits to connect to the system and performing the inspection for each installation. The COUNTY may have a representative present during the installation process at the COUNTY's expense. The COUNTY shall notify LORCO/Avon Lake Regional Water in advance of the connection so that they may have a representative present during the connection at the expense of LORCO.

5.07 The parties agree that the flows, as measured at the sanitary lift station shown on Exhibit A, shall not exceed any of the following limits:

5.07.01 "Dry Weather Flow" — The average allowable flow during dry weather, calculated over dry weather days from April 1 through September 30 of each year, shall not exceed 500,000 gallons per day. Dry weather is defined as any day between April 1st and September 30th with 0.1 inches of rain or less in the preceding 72-hour period. For each calendar year, all days fitting this description shall be considered a dry weather day and be utilized for the Average Daily Dry Weather Flows calculation.

5.07.02 "Average Daily Flow" — The Average Daily Flow is calculated by taking the total flow for the calendar year and dividing by 365, assuming that the growth rate has not exceeded 10% within the same calendar year.

5.07.03 "Wet Weather Flow" — Wet Weather Flow is defined as any day that does not fall within the Dry Weather Flow category outlined in Section 5.07.01.

5.07.04 Reserved Capacity/Peak Instantaneous Flows for the COUNTY are 1,000 gallons per minute, which will be the maximum pumping capacity at the lift station shown in Exhibit A.

5.07.05 Once the "Dry Weather Flows" exceed 50,000 gallons per day as measured at the COUNTY's lift station as shown in Exhibit A, "Wet Weather Day Flows" shall not exceed "Average Daily Flows" by a ratio of 3:1. In the event that the 4:1 flow ratio is exceeded, the COUNTY shall Master meter flows in excess of the 4:1 ratio at the current LORCO rate per 1,000 gallons.

ARTICLE 6 - MODIFICATION

6.01 This AGREEMENT may be modified only by written agreement executed by all parties hereto.

6.02 All parties understand and acknowledge that the sanitary sewer systems are subject to regulation by State and Federal laws, rules and regulations, and/or by the United States EPA or Ohio EPA. To the extent that any party hereto becomes subject to an order of any of the aforesaid regulator entities, this AGREEMENT shall be interpreted and/or modified in a manner consistent with such laws, rules and regulations to the extent that will reasonably allow the performance of the terms of this AGREEMENT by all parties in a manner which will achieve compliance with any such order.

ARTICLE 7 - GOVERNING LAW, REGULATIONS

7.01 This AGREEMENT shall be governed and construed, and its validity and effect shall be determined by the laws of the State of Ohio.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 In any event any term or provision 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 and construed as if such term or provision, to the extent the same have been held to be invalid, illegal, or unenforceable had never been contained herein.

8.03 LORCO, COUNTY and CITY expressly agree that the terms, covenants, and conditions made in this AGREEMENT shall bind its respective commissioners, officers, and officials for the term of the AGREEMENT, and they have authority to execute this AGREEMENT.

8.04 If any governmental unit, department, division, body or office referred to in this AGREEMENT shall cease to exist or shall cease to retain any part of its powers and duties, material to the performance of this AGREEMENT, which are vested in them at the time of the execution of this AGREEMENT, then all references to them shall be deemed to include whatever governmental units, department, division, body, or office shall then succeed to or have the powers and duties material to performance of this AGREEMENT without regard to title or formal designation.

8.05 LORCO, COUNTY and CITY agree that in performing the rights, duties, and obligations under this AGREEMENT, they must, at all times, act in good faith.

ARTICLE 9 - NOTICES

9.01 Notice of cancellation of this AGREEMENT shall be delivered by certified mail or email. All other notices required to be given under this AGREEMENT shall be delivered by regular mail.

9.02 Notices to LORCO required to be given under this AGREEMENT, shall be delivered to the following address:

**LORCO
PO Box 158
22898 West Road
Wellington, Ohio 44090**

9.03 Notices to COUNTY, required to be given under this AGREEMENT, shall be delivered to the following address:

**Board of Commissioners of Lorain County
Lorain County Administration Building
226 Middle Avenue
Elyria, Ohio 44035**

9.04 Notices to CITY, required to be given under this AGREEMENT, shall be delivered to the following address:

**Board of Municipal Utilities
Avon Lake Regional Water
201 Miller Road
Avon Lake, Ohio 44012**

ARTICLE 10 - DISPUTE RESOLUTION

10.01 LORCO, COUNTY and CITY agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to exercising their rights under law.

ARTICLE 11 - GENERAL PROVISIONS

11.01 The failure of any 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 the future right to insist upon the strict compliance with all of the covenant, condition, or provision, if the violation is continued or repeated.

11.02 No party shall assign this AGREEMENT, or any rights granted hereunder, without the express written consent of the other parties. Any assignment which is made or attempted to be made without the express written consent of the other parties shall, at the option of the other parties, be void and unenforceable.

11.03 It is expressly understood and agreed that no modifications will be affected to this AGREEMENT without the express written consent of the party to be bound.

11.04 This AGREEMENT shall be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11.05 If any provisions of this AGREEMENT shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this AGREEMENT.

ARTICLE 12 — LIST OF EXHIBITS

12.01 This AGREEMENT includes the exhibits hereto, all of which are fully a part of this AGREEMENT as follows:

Exhibit A: DISTRICT

LORAIN COUNTY:

ACCEPTED BY: _____ DATE _____
LORAIN COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM BY: _____ DATE _____
LORAIN COUNTY ASSISTANT
PROSECUTING ATTORNEY

RECOMMENDED BY: _____ DATE _____
LORAIN COUNTY SANITARY ENGINEER

LORAIN COUNTY RURAL WASTEWATER DISTRICT (LORCO):

ACCEPTED BY: _____ DATE _____
PRESIDENT

APPROVED AS TO FORM BY: _____ DATE _____
LEGAL COUNSEL

RECOMMENDED BY: _____ DATE _____
EXECUTIVE DIRECTOR

CITY OF AVON LAKE:

ACCEPTED BY: _____
CITY OF AVON LAKE, OHIO THROUGH ITS BOARD OF
E MUNICIPAL UTILITIES
DATE _____

APPROVED AS TO FORM BY: _____
LEGAL COUNSEL
DATE _____

RECOMMENDED BY: _____
CHIEF UTILITIES EXECUTIVE
DATE _____