

Avon Lake Board of Municipal Utilities


AGENDA

For

Tuesday

March 7, 2023

6:30 PM

- 
1. Call to Order
 2. General Matters
 - A. Approve Minutes
 - B. Public Speakers (*3 minutes each*)
 - C. Correspondence
 3. Expenditures
 4. Cell Tower Lease Amendment
 5. Concrete Bid
 6. Informational Items
 - A. Reports/Updates
 - 1) Project Updates
 - 2) CUE Report
 - 3) Member Reports/Miscellaneous
 7. Public Speakers
 8. Executive Session
 9. Adjourn

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**
From: **Rob Munro**
Subject: **Agenda Items – March 7, 2023**
Date: **March 3, 2023**

- Item 1: **Call to Order**
- Item 2A: **Approve Minutes**
- Item 2B: **Public Speakers**
- Item 2C: **Correspondence**
- Item 3: **Expenditures**
- Item 4: **Cell Tower Lease Amendment – RKM**

The CUE was approached by Verizon Wireless in regard to extending the existing land-lease agreement that ALRW has with Verizon. Verizon currently leases 10,000 sq/ft of land at the Water Reclamation Facility (WRF) for a cellular antenna that is used on the Verizon Wireless network. Verizon wishes to extend the lease for an additional thirty (30) years. In consideration for extending the lease, Verizon shall pay ALRW a one-time payment of \$25,000 and all other provisions of the current lease remain the same. Staff is recommending the approval of this lease amendment.

Recommended Motion:

I move to authorize the CUE to execute the first amendment to the land lease agreement with Verizon Wireless as presented.

- Item 5: **Concrete Bid – RKM**

Bids were opened on February 17th for the supply and delivery of concrete for the 2023 season. Two bids were received for this bid solicitation. This bid is for concrete needed on the Additional Storage Building project and various concrete repairs throughout the year. Staff is recommending the award of this bid to Terminal Ready Mix, Inc. of Lorain, OH.

Recommended Motion:

I move to authorize the CUE to execute a contract with Terminal Ready Mix, Inc. per the Certified Engineers Bid Tabulation.

Item 6A1: Project Updates – GKY

Power Plant Update: Staff has spoken with the new District Chief, Northeast District Office-Ohio EPA David Enermen and will be hosting him for a tour of our Water Filtration Plant along with a tour of the Power Plant in early May.

ETL Design Services: No update.

WFP Improvements: No update.

2022 Water Line Bundle Project: No update.

Additional Storage Building: Kendera is expected to be on site the week of March 6th to begin work on the demising wall. Staff will cover the door openings with Visqueen to allow work to be performed independent of weather conditions. Engineering Staff are preparing to bid the utility work for the building and that is expected to begin mid-April as soon as masonry work is complete.

Item 6A2: CUE Report – RKM

Item 6A3: Member Reports/Miscellaneous

Item 7: Public Speakers

Item 8: Executive Session

Recommended Motion:

I move to meet in executive session as allowed by ORC §121.22 (G)(2) and (G)(3) to discuss the purchase or sale of property and pending legal matters and to include the CUE, the CUO, and a representative from Mansour Gavin.

Item 9: Adjourn

Board of Municipal Utilities
Work Session Minutes
February 21, 2022
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The Work Session was called to order at 6:02 PM.

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

Also present: CUE Munro, CUO Yuronich, and Attorney Coyne of Mansour Gavin.

Updates to ALRW Regulations

Mr. Munro presented the proposed updates to the following regulations.

Chapter 2300-Meters, Taps, and Service Connections-Variou updates including language and fees to address temporary construction trailers.

Schedule A-Minimum Standards for Backflow Prevention Devices-Fire lines will have a testable double check at a minimum. All non-residential accounts moving forward will have an ASSE 1013 Reduced Pressure Assembly device. Mr. Rickey voiced his concern that this was an excessive burden on the customer. He stated that he felt requiring customers to modify their plumbing to install a more protective device than the minimum was too harsh of a remedy. Mr. Munro explained that due to the possibility of changes happening within a premise without our knowledge this is a necessary requirement. Mr. Munro also mentioned that numerous other entities are going in this direction in the interest of public safety. Mr. Rickey offered to work with staff on this item to reach a solution to best protect the health, safety and welfare of the public.

Schedule B-Connection Charges-Tap fees will be updated based on material costs from the most recent bid.

Schedule D-Deduct Meters-Language that will address a need to remove unused deduct meters from the system will be added.

Schedule E-New Water Service Main and Line Charge Schedule-Fee schedule will include language to allow for additional charges to cover the cost to ALRW if multiple visits are required to complete an inspection. Language will also be added to codify the \$150 Sewer Inspection Fee that is standard.

Schedule F-1-Construction Standards for Water Lines-Language updates to cover the most recent AWWA and/or NSF standards for hydrants and other appurtenances. Standards for material selection in supplying water to cul-de-sacs will also be added.

Schedule F-2-Construction Standards for Sanitary Sewers-Based upon discussions with the Building Department, language clarifying inspection responsibilities were needed. ALRW will inspect the lateral up to 30 inches from the building. Within the building to 30 inches outside of structure will be the responsibility of the Building Department.

Schedule G-Rates-Minimum service charges and rates are to be listed for all available meter sizes. Currently only ¾ inch meters are addressed in the regulations. Fire lines will also be

metered. For new construction and where possible, one appropriately sized meter will handle fire and domestic service and will branch off after the meter and backflow device. Schedule I-Charges/Fines/Penalties-Fees will be updated in accordance with new employee wage schedule. Laboratory fees will also be updated to match with current costs.

Staff will work on drafting the appropriate language to be presented to the Board of Municipal Utilities at a later date.

Adjourn

As there was no further business, Mr. Abram moved to adjourn, and Mr. Rush seconded. The work session adjourned at 6:31 PM.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None

Motion carried.

Approved March 7, 2023.

John Dzwonczyk, Chairman

Robert Munro, Clerk

Board of Municipal Utilities
Meeting Minutes
February 21, 2023
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:36 PM. The meeting was held in-person using web-based video conferencing technology and streamed live over Facebook.

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

Also present: CUE Munro, CUO Yuronich, and Attorney Coyne of Mansour Gavin.

Approve Minutes

Mr. Dzwonczyk presented the Minutes of the February 7, 2023 regular meeting. Mr. Munro stated that there was a typographical error in the minutes. Sodium hypochlorite is the correct spelling, not hypchloride. The minutes were approved with that correction recorded.

Public Speakers

None.

Correspondence

Mr. Munro passed along a legal opinion from Law Director Ebert clarifying the Board of Municipal Utility's authority to deem Avon Lake Regional Water positions as unclassified, effective immediately.

Expenditures

Following review of expenses dated February 21, 2023, for funds and amounts as follows, Mr. Rickey moved, Mr. Abram seconded, to approve the expenditures of February 2, 2023 through February 16, 2023:

Water Fund 701	\$	169,679.81
Wastewater Fund 721	\$	181,771.89
ETL1 Fund 703	\$	181,627.40
ETL2 Fund 762	\$	371,051.91
LORCO Fund 749	\$	8,687.00
Water Construction Fund 704	\$	566,192.76
Wastewater Construction Fund 724	\$	117,013.16
West Ridge Fund 702	\$	399.13

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None

Motion carried.

Rate Study & Asset Evaluation

Mr. Munro stated that he and Mr. Yuronich met with representatives from Raftelis on February 16, 2023. The rate study is in draft form and staff hopes to have their comments addressed by mid-March. The Asset Evaluation report is nearing completion. Raftelis requested some additional information and staff is working with Finance Director Widman to provide the necessary information.

Ohio EPA & Legislative Updates

Mr. Munro informed the Board of updates to OAC Chapter 3745 which pertains to OEPA Operator Certification. The five-year rule review is in process and suggestions and comments have been submitted. Workforce development and reciprocity are two areas that are being addressed.

Mr. Munro informed the Board that staff is addressing the Long-Term Control Plan (LTCP.) A report has been submitted as required by the OEPA at the end of 2022 and they have requested a conference call to go over this information in March.

Mr. Munro stated that as a board member of Association of Ohio Drinking Water Agencies (AODWA) that he and other members will be meeting with the newly appointed OEPA Director Vogel to share what areas of concern are important to Ohio drinking water utilities on March 7, 2023.

March 22-24, 2023 Mr. Munro will be in Washington D.C. in his capacity as Vice-Chair of the Water Utility Council of the American Water Works Association to meet with members of the U.S. Senate and House of Representatives to discuss what is important to utilities and how the government can assist.

Mr. Abram asked Mr. Munro if he will bring up the issue that utilities are currently facing involving the cost and difficulties in obtaining chlorine. Mr. Munro stated that he will be discussing multiple topics including chlorine concerns with Senator Brown and Senator Vance and will be finalizing his agenda in the near future.

Project Updates

Power Plant Update: Mr. Yuronich reiterated that there has been a lot of physical demolition at the site and that staff, including the Facilities and Asset Manager, have been in regular contact with and have made numerous site visits to monitor their progression. Staff had not seen any deviation from the precautions put in place to protect the environment from any chemical release or water runoff that would cause any concern. Mrs. Schnabel stated that she would like to receive a tour of the power plant and that staff continue to monitor the site. Mr. Dzwonczyk requested that staff investigate preparing a brief informational video that could be shared with the public.

ETL Design Services: No update.

WFP Improvements: No update.

2022 Water Line Bundle Project: No update.

Additional Storage Building: Mr. Yuronich stated that staff is finalizing the selection of the roll up doors for the building and wash bay on the structure. Due to the delivery times of any material the north section of the building will have its doors covered with Visqueen to allow the construction of the demising wall to begin prior to the doors being installed.

CUE Report

Mr. Munro reported that the annual Consortium Meeting with the bulk customers was held on February 9, 2023 with various ALRW staff members and Mr. Dzwonczyk in attendance. Mr. Munro informed the Board that there was very productive and well received discussion with those in attendance on project updates and necessary rate adjustments to cover the cost of the improvements to the suction line supplying the ETL pump station and ETL 1 water transmission main. Mr. Rickey asked about a water break that recently occurred. Mr. Munro informed the Board that there were three breaks on the ETL 1 line and three on the suction line in 2022. Mr. Rickey also asked if it was still possible to rehabilitate ETL 1 and Mr. Munro informed him that once the new ETL 1 line was operational a full evaluation will be completed so that we can assess which parts of the line could be rehabilitated with slip-lining and which sections may need fully replaced so that we can have a reliable, redundant line to provide water. Mr. Munro stated that easement acquisition continues along the suction line route so that work can proceed for bidding material and construction.

Mr. Munro informed the Board that he and Mr. Yuronich met with Law Director Ebert and Finance Director Widman to discuss various finance questions. The main topic of discussion related to making sure that the City of Avon Lake and the Board of Municipal Utilities is following the Ohio Revised Code that requires separation of utility funds from the general budget.

Miscellaneous & Member Reports

Mr. Rickey stated that he had visited Coveland and was extremely pleased with how this joint project with the City of Avon Lake produced exceptional results. He would like the partnership on projects with the City to continue.

Mr. Dzwonczyk stated that he and Mr. Munro met with Lorain County Administrator Armbruster to discuss mutual interests. Mr. Dzwonczyk also stated that he, Mr. Munro, and Mr. Yuronich also met with Jim Ziemnik of the Lorain County Metroparks to discuss future plans of various properties in Avon Lake.

Public Speakers

None.

Executive Session

Mr. Rush moved, Mrs. Schanbel seconded, to meet in executive session as allowed by ORC §121.22 (G)(3) to discuss pending legal matters and to include the CUE, the CUO, and a representative from Mansour Gavin.

Ayes (per roll-call vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None

Motion carried.

The Board entered Executive Session at 7:22 PM

The Board reconvened at 7:48 PM

Adjourn

As there was no further business, Mr. Abram moved to adjourn, and Mr. Dzwonczyk seconded. The meeting adjourned at 7:48 PM.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Approved March 7, 2023.

John Dzwonczyk, Chairman

Robert Munro, Clerk



AVON LAKE REGIONAL WATER
FUND 701 - WATER
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Water Employees	\$ 57,829.94	Salaries PR Post BW 220234	51102	\$ 57,829.94	\$ 237,974.01	\$ 2,151,982.00	88.94%
2	Water Employees	\$ 3,199.72	Overtime Wages Plant PR Post BW 220234	51106.101				
3	Water Employees	\$ 398.20	Overtime Wages Dist/Col PR Post BW 220234	51106.102				
4	Water Employees	\$ 692.77	Overtime Wages Admin PR Post BW 220234	51106.103				
5	Water Employees	\$ 557.81	Overtime Wages Office PR Post BW 220234	51106.105	\$ 4,848.50	\$ 18,460.44	\$ 113,157.00	83.69%
6	Medical Mutual	\$ 21,340.15	Medical Mutual - March 2023	52203				
7	Water Employees	\$ 700.14	MMO HRA Payment-week ending 02/17/2023	52203				
8	Water Employees	\$ 186.07	MMO Share Payment-week ending 02/17/2023	52203				
9	Water Employees	\$ 2,886.06	Hospitalization PR Post BW 220234	52203				
10	Water Employees	\$ (1,271.19)	Hospitalization PR Post BW 220234	52203				
11	Water Employees	\$ 350.17	MMO Share Payment-week ending 02/24/2023	52203				
12	Water Employees	\$ 6,335.96	MMO HRA Payment-week ending 02/24/2023	52203				
13	Ameritas Life Insurance Co.	\$ 897.13	Dental - March 2023	52203				
14	Ameritas Life Insurance Co.	\$ 169.01	Vision - March 2023	52203	\$ 31,593.50	\$ 102,345.98	\$ 434,688.00	76.46%
15	Medical Mutual	\$ 298.99	Group Life - Medical Mutual - March 2023	52204	\$ 298.99	\$ 954.98	\$ 4,468.00	78.63%
16	Ohio Public Employees Retirement System	\$ 8,726.03	OPERS - EMPLOYEE - OPERS Pension - Employee Share*	52209	\$ 8,726.03	\$ 39,547.07	\$ 320,994.00	87.68%
17	Internal Revenue Service	\$ 921.04	Medicare - FEDERAL - Federal Taxes*	52212	\$ 921.04	\$ 4,084.77	\$ 33,246.00	87.71%
18	Huntington National Bank	\$ 22.49	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	52226	\$ 22.49	\$ 2,379.88	\$ 20,000.00	88.10%
19	Huntington National Bank	\$ 65.00	Charges on MC - January 2023 - OWEA Seminar - GY	53500				
20	Huntington National Bank	\$ 65.00	Charges on MC - January 2023 - OWEA Seminar - GY	53500				
21	Huntington National Bank	\$ 248.43	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53500	\$ 378.43	\$ 1,853.71	\$ 20,000.00	90.73%
22	Huntington National Bank	\$ 29.99	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53602				
23	Huntington National Bank	\$ 588.67	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53602				
24	Huntington National Bank	\$ 52.43	Charges on MC - January 2023 - Gloves, Keys, Strobes - RTK	53602				
25	Quadiant Leasing USA, Inc.	\$ 234.20	Postage Machine Quarterly Lease Payment @ 201 Miller Rd - GY 1/2	53602				
26	Quadiant Finance USA, Inc	\$ 100.00	Postage Refill for Postage Machine 2/12/23 - GY 1/2	53602				
27	Link Computer Corporation	\$ 2,644.51	Muni-Link Billing - March 2023 - GY 1/3	53602	\$ 3,649.80	\$ 30,557.96	\$ 75,900.00	59.74%
28	Rexel, Inc.	\$ 10,760.00	Eqp Mnt - CBOT for WFP Drives 2/2/23 - RTK	53607				
29	Flats Industrial Services, Inc.	\$ 75.00	Eqp Mnt - Backflow Gauge Calibration 2/6/23 - RTK	53607				
30	Hach Company	\$ 3,489.00	Eqp Mnt - Motor Gearbox Assembly 2/3/23 - RTK	53607				
31	Indian Springs Manufacturing Co., Inc.	\$ 911.67	Eqp Mnt - Kit-B Gasket Set 2/13/23 - RTK	53607				
32	BNR, Inc.	\$ 1,277.24	Eqp Mnt @ WFP - 4' Connections (6) 2/15/23 - RTK	53607	\$ 16,512.91	\$ 28,839.32	\$ 111,250.00	74.08%
33	USALCO, LLC Inc.	\$ 24,956.08	Op Spl - Alum - GY	53611	\$ 24,956.08	\$ 281,108.33	\$ 1,510,120.00	81.39%
34	Discount Drug Mart Inc	\$ 38.23	Mnt Spl - January 2023 - RTK 1/2	53612				
35	Active Plumbing Supplies	\$ 118.70	Mnt Spl - Hose, Test Ball, Tape, Sealant 2/6/23 - RTK	53612				
36	Lowe's	\$ 1,876.76	Mnt Spl - January 2023 - RTK 1/2	53612.001				
37	Grainger	\$ 218.17	Mnt Spl - Dust Mop Kits, Stretch Wrap - RTK	53612.001				
38	Core & Main LP	\$ 8,846.08	Mnt Spl - Meter Box Frames Meter Box Covers, Ball Corps - RTK	53612.001				
39	Core & Main LP	\$ (932.10)	Credit - Returned Idlers 2/16/23 - RTK	53612.001				
40	Huntington National Bank	\$ 314.41	Charges on MC - January 2023 - Gloves, Keys, Strobes - RTK	53612.001				
41	Huntington National Bank	\$ 739.93	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53612.001				
42	Huntington National Bank	\$ 31.35	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53612.001				
43	Zoro Tools Inc	\$ 863.67	Mnt Spl - Paper Towels, Dry Wipe Roll - RTK 1/2	53612.001				
44	Westview Concrete Corporation	\$ 417.05	Mnt Spl - Concrete Repair @ Moore & Lake 2/7/23 - RTK	53612.004				
45	Ferguson Waterworks	\$ 3,005.76	Mnt Spl - Pit Radios 2/10/23 - RTK	53612.005	\$ 15,538.01	\$ 96,747.63	\$ 549,558.47	82.40%
46	Phenova, Inc.	\$ 517.20	Lab Spl @ WFP 9/13/22 - GY	53613				
47	Fisher Scientific Inc.	\$ 3,459.28	Lab Spl @ WFP - JRG-W	53613				
48	Hach Company	\$ 1,861.67	Lab Spl @ WFP 2/21/23 - JRG-W	53613				
49	Alloway Corp	\$ 145.00	Lab Analysis @ WFP 2/17/23 - JRG-W	53613	\$ 5,983.15	\$ 19,080.52	\$ 91,840.00	79.22%
50	ComDoc, Inc.	\$ 193.71	Cnt Svc - Xerox Copier Metering @ WFP 2/15/23 - GY	53701				

51	Huntington National Bank	\$	407.99	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53701						
52	Raftelis	\$	2,270.00	Cnt Svc - Valuation & Rate Study 2/19/23 - RKM 1/2	53701	\$	2,871.70	\$	57,808.79	\$ 380,684.29	84.81%
53	Columbia Gas	\$	1,933.26	gas svc @ 33370 Lake Rd - WFP 1/19/23-2/17/23 - GY	53702.001						
54	Columbia Gas	\$	852.17	gas svc @ 33370 Lake Rd - Garage 1/19/23-2/17/23 - GY	53702.002						
55	Columbia Gas	\$	75.07	gas svc @ 33370 Lake Rd - WFP Aux 1/19/23-2/17/23 - GY	53702.002						
56	Columbia Gas	\$	38.95	gas svc @ 33370 Lake Rd - WFP Lab 1/19/23-2/17/23 - GY	53702.002						
57	Columbia Gas	\$	78.91	gas svc @ 33399 Lake Rd SIP Bldg 1/19/23-2/17/23 - GY	53702.002	\$	2,978.36	\$	11,278.31	\$ 31,625.00	64.34%
58	Engie Resources	\$	1,969.58	elec svc charge @ 33370 Lake Rd - February 2023 - GY	53703.001						
59	Illuminating Company	\$	42,572.31	elec svc @ 33370 Lake Rd 1/17/23-2/15/23 - GY	53703.001						
60	Illuminating Company	\$	10,178.27	elec svc @ 33385 Lake Rd SIP Bldg 1/6/23-2/5/23 - GY	53703.002						
61	Engie Resources	\$	34,536.30	elec svc @ 33385 Lake Rd SIP Bldg - 11/4/22-1/2/23 - GY	53703.002	\$	89,256.46	\$	267,259.92	\$ 1,381,776.00	80.66%
62	Greg Yuronich	\$	25.00	Reimbursement for Cell Phone - February 2023 - RKM 1/2	53705						
63	Charter Communications	\$	164.99	Internet Svc @ 201 Miller Rd 2/14/23-3/13/23 - GY 1/2	53705	\$	189.99	\$	3,019.32	\$ 25,235.00	88.04%
64	Mike Bass Ford, Inc.	\$	249.95	Eqp Mnt - Front End Alignment (Ford F-350) 2/16/23 - RTK	53707						
65	NAPA Auto Parts	\$	432.80	Eqp Mnt - January 2023 - RTK 1/2	53707						
66	Fisher Auto Parts, Inc	\$	56.96	Eqp Mnt - Monroe Shock Absorbers 2/10/23 - RTK 1/2	53707	\$	739.71	\$	1,184.78	\$ 23,000.00	94.85%
67	Coverall North America, Inc.	\$	706.00	Cleaning Svc @ 201 Miller Rd & WFP - February 2023 - GY 1/2	53708						
68	Northcoast Flooring Solutions LLC	\$	1,531.58	Bldg Mnt - Carpet/LVF @ 201 Miller Rd Deposit 2/25/23 - JRG-E 1/2	53708						
69	Grainger	\$	85.81	Bldg Mnt - Photocontrol Stems, Threadmount 2/17/23 - RTK	53708						
70	Huntington National Bank	\$	529.11	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53708.001	\$	2,852.50	\$	9,689.71	\$ 150,000.00	93.54%
71	USA Bluebook	\$	517.33	Eqp - Stenner w/#2 Tygothane Tube 2/13/23 - RTK	53804						
72	GovConnection Inc	\$	577.15	Eqp Mnt - iPadPro, Keyboard, Apple Pencil 2/7/23 - RKM 1/2	53804.001	\$	1,094.48	\$	48,861.46	\$ 17,180.43	-184.40%
73	Neil VanWinkel	\$	25.06	Refund for Double Paid Final Bill - GY 1/2	53901	\$	25.06	\$	86.63	\$ 6,000.00	98.56%
74	MansourGavin LPA	\$	2,666.25	Legal Fees - General Matters 2/20/23 - RKM 1/2	53907.002						
75	Seeley, Savidge, Ebert & Gourash Co., LPA	\$	4,284.61	Legal Fees - General Matters 2/21/23 - RKM 1/2	53907.002						
76	Seeley, Savidge, Ebert & Gourash Co., LPA	\$	2,523.00	Legal Fees - General Matters, ETLs 2/20/23 - RKM 1/4	53907.002	\$	9,473.86	\$	25,044.79	\$ 49,775.50	49.68%
		\$	280,740.99			\$	280,740.99				



**FUND 721 - WASTEWATER
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Wastewater Employees	\$ 62,760.64	Salaries PR Post BW 220234	51102	\$ 62,760.64	\$ 253,162.40	\$ 1,642,824.00	84.59%
2	Wastewater Employees	\$ 1,729.00	Part Time Wages PR Post BW 220234	51105	\$ 1,729.00	\$ 6,877.00	\$ 69,642.00	90.13%
3	Wastewater Employees	\$ 1,595.28	Overtime Wages Plant PR Post BW 220234	51106.101				
4	Wastewater Employees	\$ 398.20	Overtime Wages Dist/Col PR Post BW 220234	51106.102				
5	Wastewater Employees	\$ 692.76	Overtime Wages Admin PR Post BW 220234	51106.103				
6	Wastewater Employees	\$ 185.94	Overtime Wages Office PR Post BW 220234	51106.105	\$ 2,872.18	\$ 12,085.47	\$ 130,104.00	90.71%
7	Medical Mutual	\$ 26,715.45	Medical Mutual - March 2023	52203				
8	Wastewater Employees	\$ 621.40	MMO HRA Payment-week ending 02/17/2023	52203				
9	Wastewater Employees	\$ 2,886.06	Hospitalization PR Post BW 220234	52203				
10	Wastewater Employees	\$ (1,601.18)	Hospitalization PR Post BW 220234	52203				
11	Wastewater Employees	\$ 3,256.32	MMO HRA Payment-week ending 02/24/2023	52203				
12	Ameritas Life Insurance Co.	\$ 1,009.43	Dental - March 2023	52203				
13	Ameritas Life Insurance Co.	\$ 190.63	Vision - March 2023	52203	\$ 33,078.11	\$ 105,857.66	\$ 603,415.00	82.46%
14	Medical Mutual	\$ 343.45	Group Life - Medical Mutual - March 2023	52204	\$ 343.45	\$ 1,025.89	\$ 4,912.00	79.11%
15	Ohio Public Employees Retirement System	\$ 9,381.62	OPERS - EMPLOYEE - OPERS Pension - Employee Share*	52209	\$ 9,381.62	\$ 44,175.45	\$ 257,960.00	82.88%
16	Internal Revenue Service	\$ 982.39	Medicare - FEDERAL - Federal Taxes*	52212	\$ 982.39	\$ 4,537.73	\$ 26,717.00	83.02%
17	Huntington National Bank	\$ 22.50	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	52226	\$ 22.50	\$ 1,920.92	\$ 20,000.00	90.40%
18	Huntington National Bank	\$ 100.00	Charges on MC - January 2023 - Mag. Stirrer Bar, OWEA Reg - RH	53500				
19	Huntington National Bank	\$ 248.44	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53500	\$ 348.44	\$ 2,225.63	\$ 20,000.00	88.87%
20	Huntington National Bank	\$ 30.00	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53602				
21	Huntington National Bank	\$ 20.98	Charges on MC - January 2023 - Mag. Stirrer Bar, OWEA Reg - RH	53602				
22	Huntington National Bank	\$ 12.48	Charges on MC - January 2023 - Gloves, Keys, Strobes - RTK	53602				
23	Huntington National Bank	\$ 588.67	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53602				
24	Quadient Leasing USA, Inc.	\$ 234.19	Postage Machine Quarterly Lease Payment @ 201 Miller Rd - GY 2/2	53602				
25	Quadient Finance USA, Inc	\$ 100.00	Postage Refill for Postage Machine 2/12/23 - GY 2/2	53602				
26	Link Computer Corporation	\$ 881.50	Muni-Link Billing - March 2023 - GY 2/3	53602	\$ 1,867.82	\$ 11,859.14	\$ 40,000.00	70.35%
27	North Shore Pump & Equipment Co., Inc.	\$ 277.27	Eqp Mnt - Seal Kit 2/14/23 - RTK	53607	\$ 277.27	\$ 3,873.72	\$ 150,000.00	97.42%
28	Polydyne, Inc	\$ 23,995.44	Op Spl - Polymer 2/15/23 - RH	53611				
29	Bonded Chemicals Inc	\$ 10,271.79	Op Spl - Caustic Soda 50% Diaphragm 2/7/23 - RH	53611	\$ 34,267.23	\$ 86,643.95	\$ 543,375.00	84.05%
30	Discount Drug Mart Inc	\$ 29.96	Mnt Spl - January 2023 - RTK 2/2	53612				
31	Huntington National Bank	\$ 31.36	Charges on MC - January 2023 - FAA Reg, Textbooks - JG	53612.001				
32	Huntington National Bank	\$ 29.96	Charges on MC - January 2023 - Mag. Stirrer Bar, OWEA Reg - RH	53612.001				
33	Mcmaster-Carr	\$ 116.52	Mnt Spl - Float Switch for Sump Pump 2/8/23 - RTK	53612.001				
34	Huntington National Bank	\$ 314.40	Charges on MC - January 2023 - Gloves, Keys, Strobes - RTK	53612.001				
35	Huntington National Bank	\$ 739.92	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53612.001				
36	Lowe's	\$ 1,167.56	Misc items	53612.001				
37	Grainger	\$ 69.12	Mnt Spl - Stretch Wrap 2/22/23 - RTK	53612.001				
38	Zoro Tools Inc	\$ 1,275.51	Mnt Spl - Fuses, Paper Towels - RTK 2/2	53612.001	\$ 3,774.31	\$ 17,199.25	\$ 126,000.00	86.35%
39	Thomas Scientific	\$ 203.62	Lab Spl @ WRF 2/14/23 - RH	53613				
40	Huntington National Bank	\$ 97.73	Charges on MC - January 2023 - Mag. Stirrer Bar, OWEA Reg - RH	53613				
41	Alloway Corp	\$ 2,145.00	Lab Analysis @ WRF - RH	53613	\$ 2,446.35	\$ 21,077.36	\$ 37,500.00	43.79%
42	Huntington National Bank	\$ 407.99	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53701				
43	Raftelis	\$ 2,270.00	Cnt Svc - Valuation & Rate Study 2/19/23 - RKM	53701	\$ 2,677.99	\$ 120,776.40	\$ 914,959.32	86.80%
44	Columbia Gas	\$ 2,295.43	gas svc @ 33675 Durrell 2/10/23 - GY	53702.001				
45	IGS Energy	\$ 8,132.20	gas svc charge @ 33675 Durrell - January 2023 - GY	53702.001				
46	Columbia Gas	\$ 38.95	gas svc @ 32789 Lake Rd - Center Rd PS 1/19/23-2/17/23 - GY	53702.003	\$ 10,466.58	\$ 22,026.40	\$ 118,800.00	81.46%
47	Illuminating Company	\$ 4,418.44	elec svc @ 32789 Lake Rd PS 1/6/23-2/2/23 - GY	53703.003	\$ 4,418.44	\$ 78,465.58	\$ 460,625.00	82.97%
48	Greg Yuronich	\$ 25.00	Reimbursement for Cell Phone - February 2023 - RKM 2/2	53705				
49	Charter Communications	\$ 164.99	Internet Svc @ 201 Miller Rd 2/14/23-3/13/23 - GY 2/2	53705	\$ 189.99	\$ 3,047.17	\$ 25,500.00	88.05%
50	NAPA Auto Parts	\$ 432.80	Eqp Mnt - January 2023 - RTK 2/2	53707				
51	Fisher Auto Parts, Inc	\$ 56.96	Eqp Mnt - Monroe Shock Absorbers 2/10/23 - RTK 2/2	53707	\$ 489.76	\$ 934.82	\$ 21,000.00	95.55%
52	Coverall North America, Inc.	\$ 651.00	Cleaning Svc @ 201 Miller Rd & WRF - February 2023 - GY 2/2	53708				

53	Northcoast Flooring Solutions LLC	\$	1,531.57	Bldg Mnt - Carpet/LVF @ 201 Miller Rd Deposit 2/25/23 - JRG-E 2/2	53708							
54	Huntington National Bank	\$	529.10	Charges on MC - January 2023 - Food for Mtgs, Spray Booth - RKM	53708.001	\$	2,711.67	\$	7,494.95	\$	89,250.00	91.60%
55	Hach Company	\$	2,153.70	Eqp - Benchtop Meter @ WRF 2/15/23 - RH	53804							
56	JGM Valve Corp.	\$	14,988.00	Eqp Mnt - Vaughan Chopper Pump 2/16/23 - RTK	53804							
57	Grainger	\$	681.12	Eqp - Replacement Pump @ Center Rd 2/15/23 - RTK	53804							
58	GovConnection Inc	\$	577.15	Eqp Mnt - iPadPro, Keyboard, Apple Pencil 2/7/23 - RKM	53804.001	\$	18,399.97	\$	66,166.93	\$	17,180.43	-285.13%
59	Brown and Caldwell	\$	1,737.64	Prof Svc - Collection System Evaluation 2/7/23 - RKM	53806	\$	1,737.64	\$	33,005.58	\$	236,250.00	82.46%
60	Neil VanWinkel	\$	58.47	Refund for Double Paid Final Bill - GY 2/2	53901							
61	David Rickey	\$	35.00	Reimburse - 2022 Financial Disclosure Fees - RKM	53901	\$	93.47	\$	246.79	\$	5,000.00	82.46%
62	Seeley, Savidge, Ebert & Gourash Co., LPA	\$	120.00	Legal Fees - General 2/9/23 - RKM	53907.002							
63	MansourGavin LPA	\$	2,666.25	Legal Fees - General Matters 2/20/23 - RKM 2/2	53907.002							
64	Seeley, Savidge, Ebert & Gourash Co., LPA	\$	4,284.61	Legal Fees - General Matters 2/21/23 - RKM 2/2	53907.002							
65	Seeley, Savidge, Ebert & Gourash Co., LPA	\$	2,523.00	Legal Fees - General Matters, ETLs 2/20/23 - RKM 2/4	53907.002							
66	MansourGavin LPA	\$	1,282.50	Legal Fees - Aqua Marine 2/20/23 - RKM	53907.002	\$	10,876.36	\$	35,334.78	\$	109,413.98	82.46%
		\$	206,213.18			\$	206,213.18					



**FUND 703 - ETL1
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Galco Industrial Electronics Inc.	\$ 275.50	Mnt Spl - Replacement Filters 2/7/23 - RTK 1/2	53612	\$ 275.50	\$ 10,621.27	\$ 100,000.00	89.38%
2	Seeley, Savidge, Ebert & Gourash Co., LPA	\$ 840.50	Legal Fees - General Matters, ETLs 2/20/23 - RKM 3/4	53701	\$ 840.50	\$ 16,278.02	\$ 76,100.00	78.61%
		\$ 1,116.00			\$ 1,116.00			

**FUND 762 - ETL2
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Galco Industrial Electronics Inc.	\$ 275.50	Mnt Spl - Replacement Filters 2/7/23 - RTK 2/2	53612	\$ 275.50	\$ 3,627.51	\$ 75,000.00	95.16%
2	Seeley, Savidge, Ebert & Gourash Co., LPA	\$ 840.50	Legal Fees - General Matters, ETLs 2/20/23 - RKM 4/4	53701	\$ 840.50	\$ 13,582.75	\$ 91,100.00	85.09%
		\$ 1,116.00			\$ 1,116.00			

**FUND 749 - LORCO
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Active Plumbing Supplies	\$ 226.04	Mnt Spl - 6" Caps 2/6/23 - RTK	53612	\$ 226.04	\$ 226.04	\$ 50,000.00	99.55%
2	Rural Lorain County Water Authority	\$ 56.55	Water Used @ 9871 Avon Belden 1/3/23-2/2/23 - GY	53754				
3	Rural Lorain County Water Authority	\$ 92.90	Water Used @ 38393 Royalton 1/3/23-2/2/23 - GY	53754	\$ 149.45	\$ 463.19	\$ 100,000.00	99.54%
4	Rural Lorain County Water Authority	\$ 1,449.00	Meter Reading - February 2023 - GY	53760				
5	Link Computer Corporation	\$ 391.78	Muni-Link Billing - March 2023 - GY 3/3	53760	\$ 1,840.78	\$ 9,451.19	\$ 27,000.00	65.00%
6	LORCO	\$ 4,910.20	Reimburse Billing Payments to LORCO 2 - January 2023 - GY	53901	\$ 4,910.20	\$ 10,568.25	\$ 30,000.00	64.77%
		\$ 7,126.47			\$ 7,126.47			

**FUND 704 - WATER CONSTRUCTION
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Chronicle Telegram Inc	\$ 453.06	Storage Building - Garage Door Bid Listing 2/6/23 - JG	55003				
2	Chronicle Telegram Inc	\$ 412.32	Storage Building - Concrete/Construction 2/13/23 - JG	55003				
3	Core & Main LP	\$ 3,484.50	Storage Building - Ames, Stainless Steel Strainer 2/13/23 - JG	55003				
4	Core & Main LP	\$ 20,134.30	Storage Bldg - Ames 12" Double Check Backflow 2/22/23 - JRG-E	55003	\$ 23,618.80	\$ 1,053,751.00	\$ 1,540,000.00	31.57%
		\$ 24,484.18			\$ 23,618.80			

**FUND 724 - WASTEWATER CONSTRUCTION
FEBRUARY 17 - MARCH 2, 2023
MARCH 7, 2023**

	Vendor	Amount	Description	G/L Acct	G/L Sum	YTD Transactions	Budget	% of Budget Remaining
1	Chronicle Telegram Inc	\$ 453.07	Storage Building - Garage Door Bid Listing 2/6/23 - JG	55003				
2	Chronicle Telegram Inc	\$ 412.31	Storage Building - Concrete/Construction 2/13/23 - JG	55003	\$ 865.38	\$ 204,254.08	\$ 1,006,711.50	79.71%
		\$ 865.38			\$ 865.38			

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of Avon Lake, an Ohio municipal corporation by and through The Board of Municipal Utilities, ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated October 6, 2010 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 6, 2023; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- 2. Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on August 1, 2011 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on . In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment,

(a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid to **The City of Avon Lake OH** by Tenant.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or

ATC Site No: 416716

VZW Site No: 189699

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surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 16 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs,

ATC Site No: 416716

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fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 201 MILLER RD, AVON LAKE, OH 44012; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security

interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

14. **Taxes.** The Parties acknowledge and agree that Section 7(a) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

The City of Avon Lake, an Ohio municipal corporation by and through The Board of Municipal Utilities,

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

This is a description for New Par, dba Verizon Wireless, of a 0.230 acre Land Space, all out of Lots 361, 362, and 363 of the "Avon Lake Harbor Estates Subdivision", recorded in Plat Map Volume 12, Page 24. Said Lots being owned by THE CITY OF AVON LAKE, of record in Deed Volume 677, Page 932, all references to records being on file in the Office of the Recorder, Lorain County, Ohio.

Situate in the State of Ohio, County of Lorain, City of Avon Lake, Original Avon Township Section No. 6, and being a 0.230 acre Land Space, all out of Lots 361, 362, and 363 of the "Avon Lake Harbor Estates Subdivision", recorded in Plat Map Volume 12, Page 24. Said Lots being owned by THE CITY OF AVON LAKE, of record in Deed Volume 677, Page 932, said 0.230 acre Land Space being more particularly described as follows:

The **True Place of Beginning** of the herein described 0.230 acre Land Space being an iron pin found at the intersection of the south Right of Way line of Durrell Avenue (50' wide), with the east Right of Way of Waterbury Avenue (50' wide), and being referenced by iron pins found on the east Right of Way line of said Waterbury Ave. which bear South 00°33'18" East, at a distance of 45.00 feet and being the southwest corner of said Lot 363, at a distance of 85.00 feet and being the southwest corner of said Lot 362, and at a distance of 125.00 feet and being the southwest corner of said Lot 361;

Thence from said **True Place of Beginning** South 89°58'18" East, along the south Right of Way line of said Durrell Ave., a distance of 100.01 feet to an iron pin set;

Thence South 00°33'18" East, along a line being parallel with, and 100.00 feet easterly of the east Right of Way line of said Waterbury Ave., a distance of 100.01 feet to an iron pin set;

Thence North 89°58'18" West, along a line being parallel with, and 100.00 feet southerly of the south Right of Way line of said Durrell Ave., a distance of 100.01 feet to an iron pin set in the east Right of Way line of said Waterbury Ave.;

Thence North 00°33'18" West, along easterly of the east Right of Way line of said Waterbury Ave., a distance of 100.01 feet to the True Place of Beginning, containing 0.230 acre (10,000 square feet).

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ATC Site No: 416716
VZW Site No: 189699
Site Name: AVON LAKE POWER OH

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Danielle Dipersia, Esq.
ATC Site No: 416716
ATC Site Name: AVON LAKE POWER OH
Assessor's Parcel No(s): 05-034-020-00

Prior Recorded Lease Reference:
No Prior Recording Reference
State of Ohio
County of Lorain

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **The City of Avon Lake, an Ohio municipal corporation by and through The Board of Municipal Utilities**, a ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated October 6, 2010 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be July 31, 2071. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

ATC Site No: 416716
VZW Site No: 189699
Site Name: AVON LAKE POWER OH

replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 201 MILLER RD, AVON LAKE, OH 44012; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

The City of Avon Lake, an Ohio municipal corporation by and through The Board of Municipal Utilities,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

This is a description for New Par, dba Verizon Wireless, of a 0.230 acre Land Space, all out of Lots 361, 362, and 363 of the "Avon Lake Harbor Estates Subdivision", recorded in Plat Map Volume 12, Page 24. Said Lots being owned by THE CITY OF AVON LAKE, of record in Deed Volume 677, Page 932, all references to records being on file in the Office of the Recorder, Lorain County, Ohio.

Situate in the State of Ohio, County of Lorain, City of Avon Lake, Original Avon Township Section No. 6, and being a 0.230 acre Land Space, all out of Lots 361, 362, and 363 of the "Avon Lake Harbor Estates Subdivision", recorded in Plat Map Volume 12, Page 24. Said Lots being owned by THE CITY OF AVON LAKE, of record in Deed Volume 677, Page 932, said 0.230 acre Land Space being more particularly described as follows:

The True Place of Beginning of the herein described 0.230 acre Land Space being an iron pin found at the intersection of the south Right of Way line of Durrell Avenue (50' wide), with the east Right of Way of Waterbury Avenue (50' wide), and being referenced by iron pins found on the east Right of Way line of said Waterbury Ave. which bear South 00°33'18" East, at a distance of 45.00 feet and being the southwest corner of said Lot 363, at a distance of 85.00 feet and being the southwest corner of said Lot 362, and at a distance of 125.00 feet and being the southwest corner of said Lot 361;

Thence from said True Place of Beginning South 89°58'18" East, along the south Right of Way line of said Durrell Ave., a distance of 100.01 feet to an iron pin set,

Thence South 00°33'18" East, along a line being parallel with, and 100.00 feet easterly of the east Right of Way line of said Waterbury Ave, a distance of 100.01 feet to an iron pin set,

Thence North 89°58'18" West, along a line being parallel with, and 100.00 feet southerly of the south Right of Way line of said Durrell Ave., a distance of 100.01 feet to an iron pin set in the east Right of Way line of said Waterbury Ave.;

Thence North 00°33'18" West, along easterly of the east Right of Way line of said Waterbury Ave., a distance of 100.01 feet to the True Place of Beginning, containing 0.230 acre (10,000 square feet).

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ATC Site No: 416716
VZW Site No: 189699
Site Name: AVON LAKE POWER OH

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Danielle Dipersia, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 05-034-020-00

RESOLUTION AND CONSENT AFFIDAVIT

The City of Avon Lake, an Ohio municipal corporation by and through The Board of Municipal Utilities,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Land Lease Agreement dated October 6, 2010 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

ATC Site No: 416716
VZW Site No: 189699
Site Name: AVON LAKE POWER OH

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

**Avon Lake Regional Water
Concrete & Construction Materials (2023)
Bid Opening February 17, 2023 12:00 PM EST**

Item No.	Approx. Qty.	Description	Unit of Measure	Westview Concrete	Terminal Ready Mix, Inc.	difference
1A	978	Concrete, 4000 psi, (Exterior) Air-Entrained, Blend Stone, Full Air (Outside parking lot/driveway)	Cu. Yd.	\$ 144.50	\$ 131.00	\$ 13.50
1B	978	Concrete, 4000 psi, Class C (Exterior) High-Early, 3-Day Set, Air-Entrained, Blend Stone, Full Air (Outside parking lot/driveway)	Cu. Yd.	\$ 150.50	\$ 137.00	\$ 13.50
1C	978	Concrete, MS 800, 5000 psi, (Exterior) 3-Day Set, Air-Entrained, Blend Stone, Full Air (Outside parking lot/driveway)	Cu. Yd.	\$ 162.00	\$ 151.00	\$ 11.00
1D	978	Concrete, FS 900, 5000 psi, (Exterior) 1-Day Set, Air-Entrained, Blend Stone, Full Air (Outside parking lot/driveway)	Cu. Yd.	\$ 174.00	\$ 160.00	\$ 14.00
1E	280	Concrete, 4000 psi, (Interior SOG) Non Air-Entrained, Blend Stone For Storage Building	Cu. Yd.			
1F	20	Grout, Fine, Seven (7) Sack	Cu. Yd.	\$ 152.50	\$ 145.00	\$ 7.50
5	125	Concrete Weatherproofing Sealant, Diamond Clear 350	Gal.	\$ 38.00	\$ 37.00	\$ 1.00

Addendum 1 Yes Yes

Bid Bond Yes Yes

Errors? None None

Jack R. Gaydar
P.S., P.E., M.ASCE
02/17/23