

Avon Lake Board of Municipal Utilities

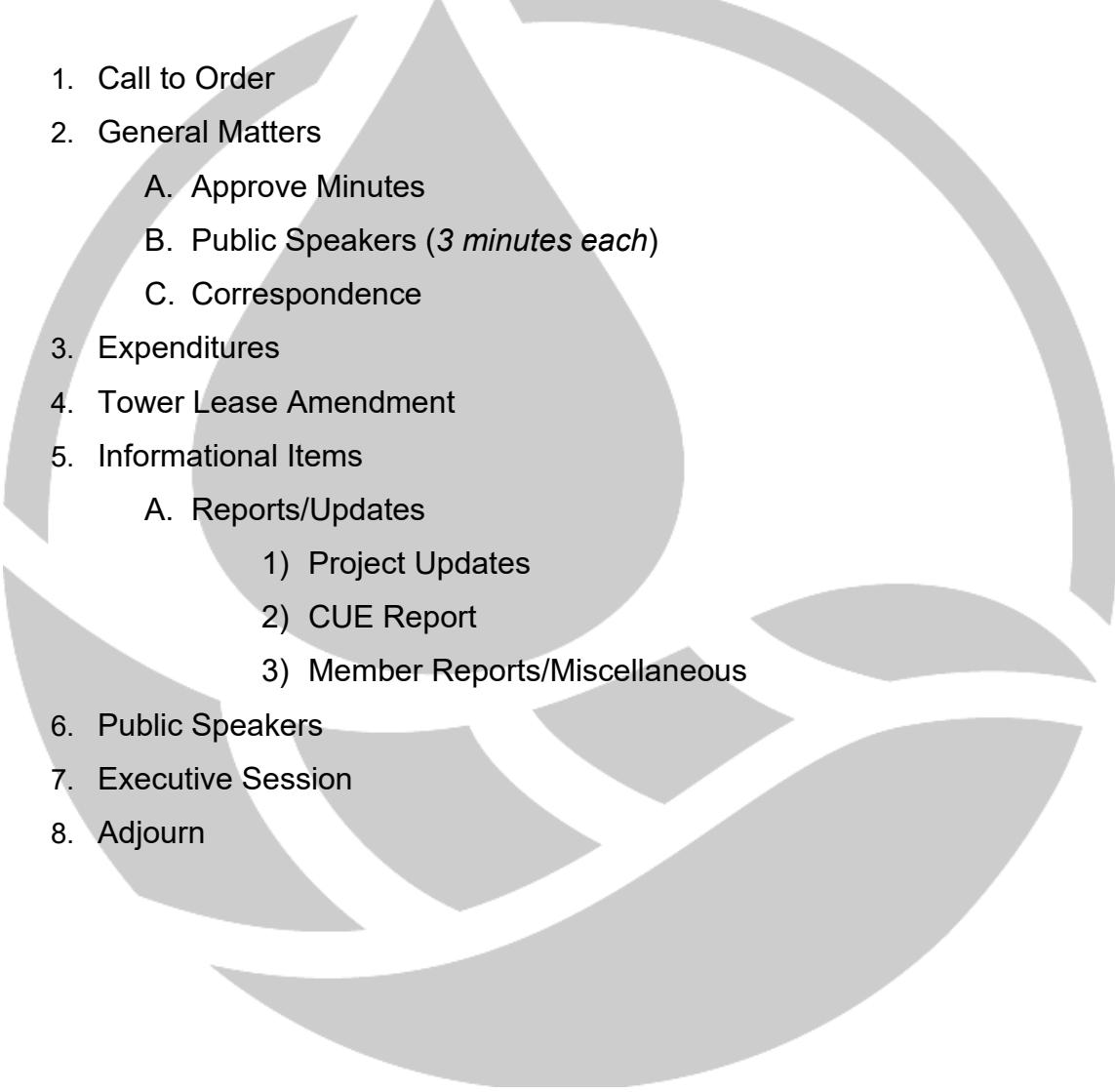
AGENDA

For

Tuesday

May 7, 2024

6:30 PM

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

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**
From: **Rob Munro**
Subject: **Agenda Items – May 7, 2024**
Date: **May 3, 2024**

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

At the July 6, 2021 meeting the Board approved a lease agreement with Cleveland Communication, Inc. (CCI) for the purpose of the Public Safety Communications System to be installed on the Walker Road Water Tower. The CUE was recently contacted by CCI regarding the installation of additional equipment at the site. After several discussions with CCI the CUE has negotiated an amendment to the original agreement and is recommending the approval of this amendment.

The amendment will allow CCI to install one additional piece of equipment at the site. In consideration of this amendment, CCI shall pay to Avon Lake Regional Water a fee of \$300.00 per month with an annual increase of 3.0%.

Recommended Motion:

I move to authorize the CUE to execute the First Amendment to Tower Lease, Installation and Maintenance Agreement with Cleveland Communication, Inc. as presented.

- Item 5A1:** **Project Updates – GKY**

Power Plant Update: Demolition continues on the turbine room and precipitators as they work towards the west end of the main hall.

ETL Design Services: No update.

WFP Improvements: The third Progress Meeting was held May 2, 2024. The Great Lakes Construction Company (GLC) worked with ALRW staff to film and photograph the areas of the Water Filtration Plant that will have work performed to fully document the

pre-construction conditions. GLC has worked with Ohio Utility Protection System (OUPS) to locate underground assets outside of the existing fence and has also utilized ground penetrating radar to verify assets within the fence. They are planning to do some potholing in the filter expansion area to further define the infrastructure starting on May 7, 2024. The fence in this area will also be relocated and this is scheduled to take place May 9, 2024.

Inductively Coupled Plasma Mass Spectrometer (ICP): WFP Lab staff has their final proficiency testing and in-person survey by OEPA Lab Certification staff on May 15, 2024. This is the final step in earning certification to analyze drinking water samples

SCADA Communication Upgrade: Staff continues to revise the design of the new server room and will be preparing a cost estimate once plans are finalized. The fiber optic converters are still scheduled to ship and be installed by the end of May 2024.

Item 5A2: **CUE Report – RKM**

Item 5A3: **Member Reports/Miscellaneous**

Item 6: **Public Speakers**

Item 7: **Executive Session**

The CUE requests an Executive Session to discuss the compensation of public employees and pending or imminent court action. Based on discussion in Executive Session, the Board may take formal action upon returning to open session.

Recommended Motion:

I move to meet in executive session as allowed by ORC §121.22 (G)(1) and (G)(3) to discuss the compensation of a public employee and pending or imminent court actions, and to include the CUE, the CUO, and a representative from Mansour Gavin.

Item 8: **Adjourn**

Board of Municipal Utilities
Meeting Minutes
April 16, 2024
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:30 PM. The meeting was held in-person using web-based video conferencing technology and streamed live to Facebook and YouTube.

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

Excused: Mr. Dzwonczyk

Also present: CUE Munro, CUO Yuronich, Attorney Tony Coyne of Mansour Gavin, City of Avon Lake Councilwoman Gentry and former Board Chairman David Marquard II.

Approve Minutes

Mr. Rush presented the Minutes of the April 2, 2024 regular meeting. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

Councilwoman Gentry stated that there had been some work done on James Circle that had resulted in standing water where repairs had been made. Mr. Yuronich responded that ALRW's Engineering Services staff had previously researched and responded to emails related to this area and although Underground Utilities, Inc. (UUI) had come back to that location to repair a section of the concrete it was determined that there is not enough slope to the asphalt roadway to properly drain the street. Mr. Yuronich added that it would require the entire street to be repaved and was not a result of the work UUI had performed. Mr. Yuronich also informed Councilwoman Gentry that he would forward the emails and pictures showing that the area was restored to the pre-construction condition.

Correspondence

Mr. Munro informed the Board that he had provided Mr. Austin Page, City of Avon Lake zoning manager, a position paper documenting ALRW's perspective regarding a variance application submitted for a parcel on the corner of Armor and Electric Blvd. Mr. Munro stated that the variance sought to allow the developer to not fully install all utilities on an undeveloped street. Mr. Munro added that this would grant the developer an unfair advantage over other developers as the regulations require any developer to fully install all utilities on any platted street that improvements are constructed on. Mr. Munro stated that ALRW is in opposition to the requested variance and that there are additional buildable lots south of the lot currently being developed.

Mr. Rickey asked for clarification as to the location of the lot being developed. Mr. Munro responded that it is on the southeast corner of Armour Rd. and Electric Blvd. and that the developer felt that they could access the existing utilities to allow this single lot to make a connection without fully developing the street as the regulations require.

Mr. Rickey inquired if the Zoning Board of Appeals can go against our regulations. Mr. Munro stated that the Zoning Board of Appeals will make a recommendation to Avon Lake City Council but added that there doesn't appear to be any support behind the requested variance.

Mr. Abram stated that ALRW provides the Zoning Board of Appeals with all the applicable regulations so that they can make an informed decision.

Expenditures

Following review of expenses for funds and amounts as follows, Mr. Abram moved, Mr. Rickey seconded, to approve the expenditures of March 28 through April 11, 2024:

Water Fund 701	\$ 153,284.28
Wastewater Fund 721	\$ 112,830.94
ETL1 Fund 703	\$ 156,212.62
ETL2 Fund 762	\$ 424,173.70
LORCO Fund 749	\$ 4,595.11
Water Construction Fund 704	\$ 42.41
Wastewater Construction Fund 724	\$ 43,803.36

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

Nays: None

Motion carried.

Legislative Updates

Mr. Munro informed the Board that he had just returned from Washington D.C. from the annual trip the Ohio AWWA Water Utility Council (WUC) makes to engage with legislators. Mr. Munro wished to provide a summary of the trip relating to several topics that were broached with our elected officials. Mr. Munro stated that one topic that was discussed regarded PFAS and ensuring that the "polluter" is the entity that pays for necessary remediation and that this cost is not inadvertently absorbed by utilities. Mr. Munro elaborated by saying that under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) utilities need to be granted an exemption from any liability for ultimate disposal of any PFAS compounds when they are removed from either drinking water or wastewater. Mr. Munro stated that it would be inappropriate for utilities to be liable under CERCLA as drinking and wastewater utilities were not producers of these compounds.

Another topic that Mr. Munro stated was discussed with legislators was the State Revolving Loan Fund (SRLF) and how utilities want it to be fully funded and not used for Congressional Earmarks. Mr. Munro stated that under current practices 56% of the SRLF is used to fund Congressional Earmarks and that it would benefit the state's infrastructure to have 100% of the SRLF budget to go towards infrastructure improvement projects and that Congressional Earmarks should be funded separately.

Mr. Munro informed the Board that although this program would not directly benefit a large number of ALRW customers, the WUC proposed that the pilot program of Low-Income Household Water Assistance Program (LIWHAP) be expanded and continued to assist low-income households with their water and wastewater utility bills in the same way the Low-Income Home Energy Assistance Program (LIHEAP) has been assisting low-income customers with heating and electric bills.

The final topic Mr. Munro stated that was discussed was cybersecurity. Mr. Munro stated that the WUC wishes to promote a common-sense approach to implementing cybersecurity standards of practice for water and wastewater utilities. Mr. Munro added that when the rules were originally proposed by the United States Environmental Protection Agency (USEPA) the states would be responsible to enforce the rules using the same inspectors the Ohio Environmental Protection Agency (OEPA) uses to survey water and wastewater operations. The WUC feels that having inspectors not qualified in cybersecurity practices being tasked with assessing each system's compliance would not result in positive outcomes. The WUC wishes for a more common-sense approach to be implemented the same way that other utilities have had best-practices developed by third-party stakeholders.

Mr. Munro also added that aside from the topics he'd already discussed there were some other notable meetings that took place. Mr. Munro stated that he had met with Senator J.D. Vance and his staff and Congressman Troy Balderson who represents the 12th Congressional District near Columbus, OH.

Mr. Munro also informed the Board that he will take over as chairman of the WUC in 2025 and that he looks forward to continuing to promote the needs of water utilities throughout Ohio.

Project Updates

Power Plant Update: Mr. Yuronich stated that demolition continues on the north side of Lake Rd. and that the main turbine hall has been opened up and exposed down to the basement area at the east-end of the building. Mr. Yuronich added that two of the precipitator units have begun being demolished. Mr. Yuronich stated that the implosion of one of the smoke stacks is still scheduled for late May or early June and that as the timeline is finalized ALRW staff will be notified ahead of time.

ETL Design Services: Mr. Yuronich stated that there were no updates.

Mr. Rickey inquired to the CUE what could be done to get the project moving forward. Mr. Munro stated that throughout the past year there had been much time spent negotiating with the railroad on the terms of an easement to cross underneath the tracks. Mr. Munro added that now that the decision to alter the routing of the water line so that it crosses the railway at the public right-of-way has been made, the plans for this change can be finalized and easements along the new routing can be procured. Mr. Munro assured the Board that staff is continuing to take steps to move this project along including re-negotiating the agreements with bulk customers to make sure the costs are distributed fairly between ETL1 and ETL2 customers.

Mr. Rickey asked if ALRW expects to have the project go out to bid before the end of 2024 and Mr. Munro replied that is the goal staff is working towards.

Mr. Rickey also inquired if it will be one project to install all of the water line from the Water Filtration Plant all down the railroad tracks on ETL1. Mr. Munro stated that it will all be the same contract but would probably be broken down into two phases. Mr. Munro also added that ALRW is going to be procuring all of the materials themselves to help keep costs down.

WFP Improvements: Mr. Yuronich informed the Board that staff held a preconstruction meeting on April 3, 2024 with The Great Lakes Construction Company and that he and staff were presented with the site plan for lay-down areas and the initial construction schedule. Mr. Yuronich stated that GLC has begun mobilizing and are now utilizing 92 Moore Rd. as their construction office and will begin staging equipment the first week of May and plan on breaking ground May 9, 2024.

Inductively Coupled Plasma Mass Spectrometer (ICP): Mr. Yuronich informed the Board that staff is finalizing their OEPA submittal so that they procure the certifications needed to analyze and submit test results on drinking water samples. Mr. Yuronich stated that as staff has become more comfortable operating the new equipment, they have begun taking a look at the testing fees ALRW charges. Mr. Yuronich stated that due to the equipment being much less labor-intensive than the older machine they are potentially able to lower their prices to be more in-line with third party laboratories and entice other customers to bring their samples to the WFP for analysis.

Mr. Rickey inquired how much of a revenue stream this could be. Mr. Yuronich responded that it is very much dependent upon how many entities choose to utilize ALRW for their testing. Mr. Yuronich stated that lead and copper analysis are the main tests that other organizations would bring to the lab and that the reason for taking a look at the fees charged. Mr. Yuronich added that being able to drop off samples as opposed to shipping them is an important consideration and that staff have been in contact with neighboring water systems about providing analysis to them.

SCADA Communication Upgrade: Mr. Yuronich informed the Board that staff was still finalizing the layout of the new server room and once finalized will move forward with the project.

CUE/CUO Report

No report.

Miscellaneous & Member Reports

Mr. Rickey inquired about updates on the Lear Rd. sewer backup, what, if any, plans have been made to prevent a reoccurrence and if the root cause had been determined. Mr. Munro stated that the root cause was found to be the amount of flow in a short time that was pumped from Avon. Mr. Munro stated that there are things that will be looked at as far as ALRW's collection system and the way the contract with the City of Avon is structured. Mr. Munro added that the insurance claim has been opened and the adjust will be in contact with the affected residents but that the City of Avon will have a part in the remedy also. Mr. Munro stated that staff has reviewed the event with the City of Avon and they are onboard with working together to prevent any future issues. Mr. Munro informed the Board that the agreement with Avon is twenty years old and there have been changes in capacity since then. Mr. Munro stated that as the City of Avon sees more development the flow is likely to increase even more so staff wants to ensure that future demands on the collection system can be met without incident.

Mr. Rickey also inquired about the polymer/sewer backup issue on Pin Oak Parkway. Mr. Munro stated that the investigation is ongoing and that results from a contract laboratory analyzing the material found in the sewer have just been received and are being reviewed by staff. Mr. Munro stated that the sewer main has remained clean and that staff is continuing to work towards pinpointing the discharge that led to the backup.

Public Speakers

None.

Executive Session

Mrs. Schnabel moved, Mr. Abram seconded, to meet in executive session as allowed by ORC §121.22 (G)(1) and (G)(3) to discuss the employment and/or dismissal of a public employee and pending or imminent court actions and to include the CUE, the CUO and a representative from Mansour Gavin.

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

Nays: None

Motion carried.

The Board entered Executive Session at 7:33 PM

The Board reconvened at 8:34 PM

Adjourn

As there was no further business, Mr. Abram moved, and Mr. Rickey seconded, to adjourn. The meeting adjourned at 8:34 PM.

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

Nays: None

Motion carried.

Approved May 7, 2024.

Timothy Rush, Chairman

Robert Munro, Clerk

65	Heatech Cleaning Systems Inc.	\$ 330.00	Mnt Spl - Truck Wash Supplies 4/16/24 - GY 2/2	53612.001
66	Swift First Aid Corp	\$ 86.75	Svc to First Aid Cabinets @ 201 Miller Rd & WRF 4/26/24 - GY	53612.001
67	Mcmaster-Carr	\$ 174.25	Mnt Spl - V-Bells (4) 4/29/24 - GY	53612.001
68	Westview Concrete Corporation	\$ 1,194.08	Concrete Repair Spl - York - JRG-E 2/2	53612.002
69	Discount Drug Mart Inc	\$ 32.67	Mnt Spl - March 2024 - Eng. Office Supplies - WDL 2/2	53612.004
70	Harold Archer & Sons, Inc.	\$ 12,204.54	Stone for Repairs - York Repairs 3/1/24 - GY 2/2	53612.004
71	Indy Equipment and Supply LLC	\$ 84.20	Mnt Spl - PVC Gasket Spigot Plugs (6). Gasketed 6" - GY 2/2	53612.004
72	Harold Archer & Sons, Inc.	\$ 618.25	Stone for Repairs 4/20/24 - GY 2/2	53612.004
73	Alloway Corp	\$ 2,644.00	Lab Analysis @ WRF 4/9/24 - RH	53613
74	Enviroscience Inc.	\$ 1,050.00	Bioassay Testing @ WRF 4/3/24 - RH	53613
75	Western Reserve Pure Water	\$ 40.07	Dl Rental & Supplies 3/1/24 - JRG-W	53613
76	Jaguar Software Inc.	\$ 472.17	Jaguar Annual Software Renewal 2024-2025 - WDL 2/2	53701
77	Technology Management Solutions Inc	\$ 5,053.18	Cnt Svc - Computer Support, Back Up - March 2024 - GY 2/2	53701
78	ComDoc, Inc.	\$ 89.01	Cnt Svc - Xerox Copier Metering 4/2/24 - GY 2/2	53701
79	Huntington National Bank	\$ 2.61	Changes on MC - March 2024 - Blinds, Tape, Flatware - RKM	53701
80	Huntington National Bank	\$ 1,140.98	Changes on MC - March 2024 - Sentry BG Check, AWWA - GY	53701
81	AllData LLC	\$ 750.00	Cnt Svc - Repair Series, Annual Renew 2/24-25 - RKM 2/2	53701
82	U.S. Bank Equipment Finance Inc	\$ 334.35	Cnt Svc - Xerox Copier Leases 4/7/24 - WDL 2/2	53701.001
83	Lemon Stitch Media LLC	\$ 1,750.00	Cnt Svc - Social Media Mgmt - May 2024 - GY 2/2	53701.002
84	American Legal Publishing Corp	\$ 75.00	Internet Renewal - Am Legal 4/5/24 - RKM 2/2	53701.002
85	Cintas Corporation	\$ 309.32	Mat Rental & Clothing Svc - March 2024 - GY 4/4	53701.002
86	OriginLab Corporation	\$ 1,662.50	Cnt Svc - F Class OriginPro 2024-2025 Rev'd - JRG-E	53701.002
87	Republie Services #224	\$ 32,230.54	Sludge Disposal - March 2024 - RH	53701.007
88	Columbia Gas	\$ 1,674.91	gas svc @ 33675 Durrell 4/12/24 - GY	53702.001
89	IGS Energy	\$ 6432.77	gas svc charge @ 33675 Durrell - March 2024 - GY	53702.001
90	Columbia Gas	\$ 47.65	gas svc @ 641 Lear Rd 3/5/24 - 4/4/24 - GY	53702.002
91	Columbia Gas	\$ 47.65	gas svc @ 32789 Lake Rd - Center Rd PS 3/19/24-4/18/24 - GY	53702.003
92	Illuminating Company	\$ 11,181.80	elec svc @ Waterbury Ave 3/15/24-4/2/24 - GY	53703.001
93	Illuminating Company	\$ 195.95	elec svc @ 201 Miller Rd - Storage Bldg 3/19/24-4/4/24 - WDL	53703.002
94	Illuminating Company	\$ 6.99	elec svc @ 209 Avondale 3/5/24-4/3/24 - GY	53703.003
95	Illuminating Company	\$ 4,248.53	elec svc @ 32789 Lake Rd PS 3/5/24-4/3/24 - GY	53703.003
96	Illuminating Company	\$ 93.65	elec svc @ 810 Avon Baden 3/6/24-4/5/24 - GY	53703.004
97	Greg Yurinich	\$ 25.00	Reimbursement for Cell Phone - April 2024 - RKM 2/2	53705
98	Verizon Wireless	\$ 463.89	Cell Phone Svc 2/26/24-3/25/24 - GY 2/2	53705
99	Charter Communications	\$ 169.99	Internet Svc @ 201 Miller Rd - 4/30/24-5/29/24 - GY 2/2	53705
100	Charter Communications	\$ 139.99	Internet Svc @ 180 Shields Rd 4/30/24-5/29/24 - RH	53705
101	Altafiber	\$ 412.52	Telephone Svc 3/20/24-4/19/24 - GY 2/2	53705
102	Sylvester Truck & Tire Services Inc	\$ 261.72	Eqp Mnt - 2008 Sterling Brake Repair 4/9/24 - GY 2/2	53707
103	NAPA Auto Parts	\$ 149.54	Eqp Mnt - March 2024 - GY 2/2	53707
104	Fisher Auto Parts, Inc	\$ 4.50	Eqp Mnt - Turn Signal Light Bulb 4/10/24 - GY 2/2	53707
105	Black Dog Pest Solutions LLC	\$ 75.00	Bldg Mnt - Pest Control @ 201 Miller Rd 4/25/24 - GY 2/2	53708
106	Coverall North America, Inc.	\$ 651.00	Cleaning Svc @ 201 Miller Rd & WRF - April 2024 - GY 2/2	53708
107	Randall's Lawn Care Inc.	\$ 3,293.50	Bldg Mnt - Full Spring Clean Up 4/17/24 - GY 2/2	53708
108	Randall's Lawn Care Inc.	\$ 1,859.37	Lawn & Landscaping 2024 - Invoice 2 of 8 4/29/24 - GY 2/2	53708
109	SiteOne Landscape Supply, LLC	\$ 59.06	Bldg Mnt - Aquatic Colorant 4/5/24 - GY 2/2	53708
110	Young Security Services, Inc.	\$ 6.40	Bldg Mnt - Key Duplicates 4/23/24 - GY 2/2	53708
111	Huntington National Bank	\$ 156.95	Charges on MC - March 2024 - Blinds, Tape, Flatware - RKM	53708.001
112	Gross Plumbing, Inc.	\$ 475.00	Bldg Mnt - Fire Suppression System Test @ WRF 4/17/24 - GY	53708.001
113	Century Equipment Inc.	\$ 89.08	Bldg Mnt - Capacitor, Oil, Mnt Kit 4/24/24 - GY 2/2	53708.003
114	Technology Management Solutions Inc	\$ 2,456.78	Eqp - Precision 3660 Tower for George 4/4/24 - GY 2/2	53804.001
115	Technology Management Solutions Inc	\$ 945.78	Eqp - OptiPlex Micro 70/10 for R. Robertson 4/4/24 - GY 2/2	53804.001
116	Seeley, Savidge, Ebert & Gourash Co., LPA	\$ 1,453.50	Legal Fees - General Matters 4/16/24 - RKM 2/2	53807.002
117	Seeley, Savidge, Ebert & Gourash Co., LPA	\$ 2,436.00	Legal Fees - Easements/Property Acquisitions 4/16/24 - RKM 2/2	53807.002
118	City Hall - Land & Land Improvements	\$ 50,000.00	To Record Wire Transfer for ALERG Property Purchases Deposit	55008
		\$ 422,828.91		\$ 422,828.91

**FIRST AMENDMENT TO
TOWER LEASE, INSTALLATION AND MAINTENANCE AGREEMENT**

The parties to the above agreement, Avon Lake Regional Water (“ALRW”) by and through the City of Avon Lake, Ohio (the “Lessor” or “Agency”) and Cleveland Communications Incorporated, an Ohio corporation hereafter known as (the “Lessee” or “CCI”), hereby agree to amend the TOWER LEASE, INSTALLATION AND MAINTENANCE AGREEMENT (the “Agreement”) executed by ALRW on July 9, 2021.

The purpose of the amendment is to ensure that ALRW, as the owner of the water tower located at 33660 Walker Rd. Avon Lake, Ohio permits CCI to install additional microwave equipment on the tower as described in **Exhibit A**. This equipment will be located on the southwest area of the safety ring on top of the tower.

This amendment is executed consistent with the original terms of the Agreement, Section 16, § “F”, entitled MODIFICATION, providing for modification only if put forth in writing and signed by both parties.

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, notwithstanding any contrary provision in the Agreement, the Agreement is hereby amended and modified as follows:

1. The Agency hereby expressly grants CCI the authority to add such microwave antenna and coax to the tower that allows the site equipment located at the base of the tower to be connected to the microwave network.
2. CCI recognizes and the Agency offers that CCI pay \$300.00 per month with annual adjustments of 3%, to run concurrently with the master site lease for the totality of CCI’s items located at the 33660 Walker Rd. location. Said payment will commence upon execution of this Amendment and subsequent payments shall be due each month on this date.
3. Section 2 Term, shall be modified and replaced as follows:
 2. **Term:** The term of this Agreement shall commence as of the Effective Date and, unless earlier terminated pursuant to Section 6, shall continue for a period of five (5) years from that date and shall be automatically renewable for additional five (5) year terms, unless either party notifies the other of its intent to cancel at the end of the applicable term not less than sixty (60) days before the end of such initial or renewal term. The renewal terms will be on the same terms and conditions in place at the time of such renewal. The initial term and any renewal period are collectively referred to as the “Term”.

4. Section Six (6) Termination, shall be modified and replaced as follows:

6. Termination: This Agreement may be terminated as follows: (a) by written agreement of the parties; (b) upon termination of the Services Agreement; (c) by either party, in the event that the other party fails to perform its obligations in accordance with the terms and conditions of this Agreement and fails to remedy such non-performance within sixty (60) days after written demand therefore; or (d) without notice to the Agency, in the event that CCI shall: (i) be adjudged bankrupt or insolvent; (ii) make an assignment for the benefit of its creditors; (iii) institute proceedings for its re-organization pursuant to applicable bankruptcy or similar legislation providing relief from creditors, or such proceedings shall be instituted against it, and the same shall not be dismissed within thirty (30) days after the filing; (iv) have a temporary or permanent receiver appointed to administer its affairs.

5. All other sections of the original Agreement are unchanged.

WITNESS our hands and seals on the _____ day of _____ 2024.

Lessor/Agency By:

Avon Lake Regional Water by and through
the City of Avon Lake, Ohio

Robert K. Munro, Chief Utilities Executive
201 Miller Rd.
Avon Lake, OH 44012

Lessee/CCI By:

Cleveland Communications, Inc.

Alan L. Close, President
5220 Hauserman Rd.
Parma, OH 44130

STATE OF OHIO)
)
) SS:
CUYAHOGA)

BEFORE ME, a Notary Public for said User and State, personally appeared Alan Close,
President of Cleveland Communications, Inc. who severally acknowledges that he did sign the
Agreement to Amend on behalf of Cleveland Communications, Inc. and that the same is his free
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal this _____ day of _____, 2024

NOTARY PUBLIC

STATE OF OHIO)
)
) SS:
LORAIN)

BEFORE ME, a Notary Public for said User and State, personally appeared _____
who severally acknowledges that he did sign the Agreement on behalf of Avon Lake Regional
Water by and through the City of Avon Lake, Ohio, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal this _____ day of _____, 2024

NOTARY PUBLIC

Exhibit A

SHPX4-11W-6WH



1.2 m | 4 ft Sentinel® High Performance Antenna, dual-polarized, 10.000–11.700 GHz, CPR90G, white antenna, flexible woven polymer gray radome without flash, standard pack—one-piece reflector

Product Classification

Product Type

Microwave antenna

Product Brand

Sentinel®

General Specifications

Antenna Type

SHPX - Sentinel® High Performance Antenna, dual-polarized

Polarization

Dual

Antenna Input

CPR90G

Antenna Color

White

Reflector Construction

One-piece reflector

Radome Color

Gray

Radome Material

Polymer

Flash Included

No

Side Struts, Included

1 inboard

Side Struts, Optional

1 inboard

Dimensions

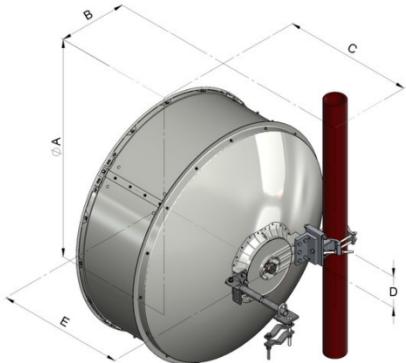
Diameter, nominal

1.2 m | 4 ft

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SHPX4-11W-6WH

Antenna Dimensions and Mounting Information



Dimensions in inches (mm)					
Antenna size, ft (m)	A	B	C	D	E
4 (1.2)	50.8 (1291)	16 (407)	30.2 (767)	7.2 (183)	29.5 (748)

Electrical Specifications

Operating Frequency Band	10.000 – 11.700 GHz
Gain, Low Band	39.7 dBi
Gain, Mid Band	40.8 dBi
Gain, Top Band	41.3 dBi
Boresite Cross Polarization Discrimination (XPD)	40 dB
Front-to-Back Ratio	75 dB
Beamwidth, Horizontal	1.6 °
Beamwidth, Vertical	1.6 °
Return Loss	23.1 dB

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SHPX4-11W-6WH

VSWR	1.15
Radiation Pattern Envelope Reference (RPE)	7410 7418
Electrical Compliance	ACMA FX03_10a ACMA FX03_11a Canada SRSP 310.7 Part B ETSI 302 217 Class 3 @ 10.0 - 11.7 GHz ETSI 302 217 Class 4 @ 10.55 - 11.7 GHz IC 3105 US FCC Part 101A @ 10.55-10.7 GHz US FCC Part 101A @ 10.7-11.7 GHz US FCC Part 101B @ 10.125-11.7 GHz

Cross Polarization Discrimination (XPD) Electrical Compliance

ETSI EN 302217 XPD Category 3

Mechanical Specifications

Compatible Mounting Pipe Diameter	115 mm 4.5 in
Fine Azimuth Adjustment Range	±15°
Fine Elevation Adjustment Range	±15°
Wind Speed, operational	200 km/h 124.274 mph
Wind Speed, survival	250 km/h 155.343 mph

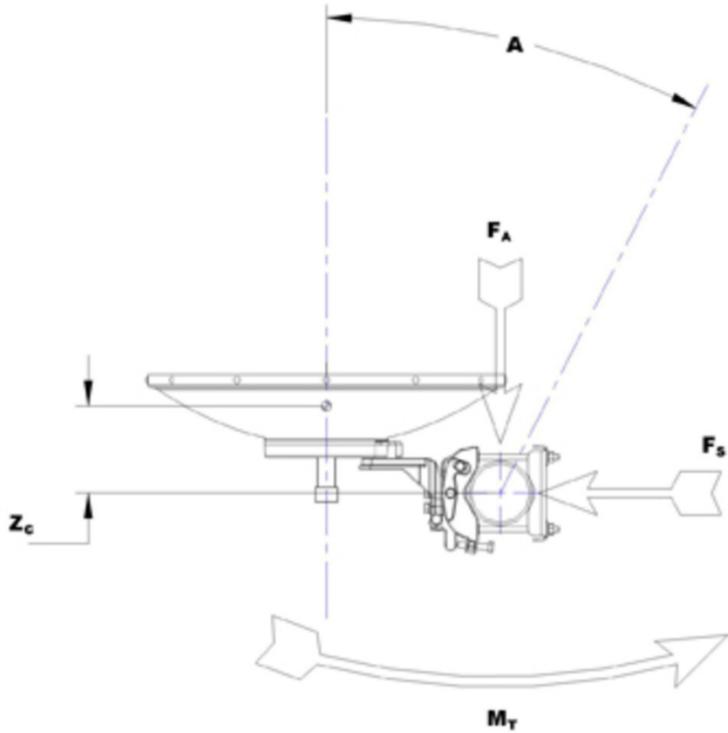
Wind Forces at Wind Velocity Survival Rating

Axial Force (FA)	5326 N 1,197.333 lbf
Side Force (FS)	2638 N 593.046 lbf
Twisting Moment (MT)	2162 N·m 19,135.312 in lb
Force on Inboard Strut Side	2862 N 643.403 lbf
Zcg without Ice	43 mm 1.693 in
Zcg with 1/2 in (12 mm) Radial Ice	284 mm 11.181 in
Weight with 1/2 in (12 mm) Radial Ice	74 kg 163.142 lb

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SHPX4-11W-6WH

Wind Forces at Wind Velocity Survival Rating Image



Packaging and Weights

Height, packed	1520 mm 59.843 in
Width, packed	380 mm 14.961 in
Length, packed	1360 mm 53.543 in
Packaging Type	Standard pack
Volume	0.8 m ³ 28.252 ft ³
Weight, gross	59 kg 130.073 lb
Weight, net	32 kg 70.548 lb

* Footnotes

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SHPX4-11W-6WH

Axial Force (FA)

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Boresite Cross Polarization Discrimination (XPD)

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Cross Polarization Discrimination (XPD) Electrical Compliance

The difference between the peak of the co-polarized main beam and the maximum cross-polarized signal over an angle twice the 3 dB beamwidth of the co-polarized main beam.

Front-to-Back Ratio

Denotes highest radiation relative to the main beam, at 180° ±40°, across the band. Production antennas do not exceed rated values by more than 2 dB unless stated otherwise.

Gain, Mid Band

For a given frequency band, gain is primarily a function of antenna size. The gain of Andrew antennas is determined by either gain by comparison or by computer integration of the measured antenna patterns.

Operating Frequency Band

Bands correspond with CCIR recommendations or common allocations used throughout the world. Other ranges can be accommodated on special order.

Packaging Type

Andrew standard packing is suitable for export. Antennas are shipped as standard in totally recyclable cardboard or wire-bound crates (dependent on product). For your convenience, Andrew offers heavy duty export packing options.

Radiation Pattern Envelope Reference (RPE)

Radiation patterns define an antenna's ability to discriminate against unwanted signals. Under still dry conditions, production antennas will not have any peak exceeding the current RPE by more than 3dB, maintaining an angular accuracy of +/-1° throughout

Return Loss

The figure that indicates the proportion of radio waves incident upon the antenna that are rejected as a ratio of those that are accepted.

Side Force (FS)

Maximum side force exerted on the mounting pipe as a result of wind from the most critical direction for this parameter. The individual maximums specified may not occur simultaneously. All forces are referenced to the mounting pipe.

Twisting Moment (MT)

Maximum forces exerted on a supporting structure as a result of wind from the most critical direction for this parameter. The individual maximums specified may not

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SHPX4-11W-6WH

VSWR

occur simultaneously. All forces are referenced to the mounting pipe.

Wind Speed, operational

Maximum; is the guaranteed Peak Voltage-Standing-Wave-Ratio within the operating band.

Wind Speed, survival

For VHL(X), SHP(X), HX and USX antennas, the wind speed where the maximum antenna deflection is 0.3 x the 3 dB beam width of the antenna. For other antennas, it is defined as a deflection is equal to or less than 0.1 degrees.

The maximum wind speed the antenna, including mounts and radomes, where applicable, will withstand without permanent deformation. Realignment may be required. This wind speed is applicable to antenna with the specified amount of radial ice.

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