

Board of Municipal Utilities
Meeting Minutes
September 16, 2025
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.

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

Also present: CUE Munro, CUO Yuronich, Business & Financial Coordinator Logan, Avon Lake City Councilwoman Amy Gentry, Attorney Tony Coyne of Mansour-Gavin, Avon Lake resident Greg Mosher, Avon Lake resident William Zimmerman and ALPD Officer Reiber.

Approve Minutes

Mr. Dzwonczyk presented the Minutes of the September 2, 2025 regular meeting. With no additional changes, additions or corrections noted, Mr. Rush ordered that the minutes stand and be distributed as presented.

Public Speakers

Avon Lake resident Greg Mosher informed the Board that while he still does not agree with his termination from employment at ALRW, he forgives those involved.

Avon Lake resident William Zimmerman informed the Board that he still does not agree with ALRW's intent to enter into a partnership with Lorain County and LORCO to form CLERWTR.

Correspondence

None.

Expenditures

Following review of expenses for funds and amounts as follows, Mr. Rickey moved, Mrs. Schnabel seconded, to approve the expenditures of August 29 through September 11, 2025:

Water Fund 701	\$	256,813.80
Distribution Fund 723	\$	69,048.87
Wastewater Fund 721	\$	333,367.80
Collection Fund 722	\$	60,586.65
ETL1 Fund 703	\$	239,647.56
ETL2 Fund 762	\$	687,124.06
LORCO Fund 749	\$	8,745.55
Water Construction Fund 704	\$	2,056,362.54

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

Nays: None

Motion carried.

Supplemental Appropriations

Mr. Logan informed the Board that as he continues to monitor all of the budgetary funds for ALRW there are several line items that need additional appropriations to move money from fund balances and into specific sub-funds under those accounts. Mr. Logan stated that Ohio law requires funds to be appropriated prior to authorizing expenditures from those line-items. Mr. Logan added that the fund itself could have a hundred-million dollars in the fund but that none of it is authorized to be spent unless it is appropriated. Mr. Dzwonczyk stated that he doesn't recall doing this throughout the year and that it was done once at the end of the budget year. Mr. Logan stated that he and Avon Lake's Finance Director prefer to do it quarterly as this allows better tracking and more up-to-date analysis of each fund's balance throughout the year.

Mr. Rush moved, Mr. Dzwonczyk seconded, to authorize the CUE and Business & Financial Coordinator to make supplemental appropriations in accordance with the memorandum dated September 10, 2025 and presented to the Board today.

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

Nays: None

Motion carried.

Amendments to Regulations

Mr. Yuronich informed the Board that staff continuously updates local limits for industrial users within ALRW's collection system. Mr. Yuronich added that there was an error on the table that was included with the Board Packets. Mr. Yuronich stated that the max. daily limit for total cyanide was inadvertently stricken, and this was corrected on the sheet that was distributed before the meeting. Mr. Yuronich informed the Board that when staff at the WRF updated the local limits earlier in the year it was the first time they had done this and discovered a few items that they wanted to update to streamline the regulations. Mr. Yuronich stated that it was a benefit to ALRW to remove the thirty-day averages and only list maximum daily concentrations. Mr. Munro explained that if a user had a value higher than the thirty-day average, they could simply take additional samples to bring that average down and eliminate the violation. Mr. Munro stated that it makes more sense to only have a maximum daily concentration so that any sample above that signifies a violation, and that will need to be addressed with treatment changes and/or a fine to that user. Mr. Yuronich also stated that two of the limits now have an AA designation which is what the EPA uses when a sample is non-detectable. Mr. Dzwonczyk inquired if these changes make the local limits stricter. Mr. Yuronich added that each parameter has a limit as to what the analysis is able to detect and by requiring the result to be below that number is a stricter requirement. Mr. Rickey inquired how users are notified of changes to the local limits and what time frame do they have to meet these new limits. Mr. Munro stated that local permits are updated as soon as the regulations are updated and that compliance begins immediately. Mr. Rickey also inquired if LORCO has any industrial users and how they are notified. Mr. Munro stated that LORCO and the City of Avon are required to comply with ALRW's regulations and that they notify their customers of any changes. Mr. Rickey inquired how these limits compare to other utilities. Mr. Munro stated that all utilities will have some variability as these limits are based off of loadings that each WRF can handle without disruption but many of the parameters are typically very similar.

Mr. Dzwonczyk moved, Mrs. Schnabel seconded, to amend Chapter 3400 §3401.05 Industrial Discharge Limitations – Local Limits as presented and dated September 16, 2025.

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

Nays: None

Motion carried.

Mr. Munro stated that the second amendment pertains to Chapter six, section 6108, Investment of Funds. Mr. Logan stated that these proposed changes are necessary to clarify what investments ALRW is able to make. Mr. Logan stated that as markets continue to change it may be more beneficial to put money in longer-term investments of two or three years. Mr. Logan stated that with the CUE and CUO's approval he can suggest to the Finance Director that ALRW would like to move funds as desired. Mr. Dzwonczyk inquired if this should be stated in the regulation and if it would make more sense to table this amendment until that language is added. Mr. Munro stated that there is not a pressing need to make this change and that language stating that Board approval is needed will be added and presented at a meeting in the near future.

Project Updates

Power Plant Update: Mr. Yuronich stated that ALERG continues to organize and remove debris from the site and are expecting to be finished with their initial contract by the end of October 2025.

WFP Improvements: Mr. Yuronich stated that the new chemical feed building has had all of the masonry work completed and the roof is going to be installed next. Mr. Yuronich reference a picture of the silos that will hold the powdered activated carbon (PAC) and stated that each one will hold two-thousand cubic feet or about fifteen-thousand gallons of PAC. Mr. Yuronich added that when the WFP was upgraded in 1980 there was not nearly as much of a need for PAC and it was typically only fed for taste and odor complaints. Mr. Yuronich explained that due to the size of the tank currently at the WFP it made scheduling deliveries much trickier due to having to be at a very low level in order to accept a full delivery and having two tanks will allow a delivery to be scheduled when there is still one full silo in reserve. Mr. Rickey inquired if there are any safety issues having a large silo full of dry PAC and what reasons there were for PAC being used more. Mr. Yuronich stated that among other contaminants, the harmful algal blooms that became an issue after the 2015 issue in Toledo raised the need to have larger reserves of PAC. Mr. Yuronich stated that while the central basin of Lake Erie has not yet observed the level of toxins common in the western basin, it is something the WFP needs to be prepared to handle. Mr. Rush inquired if there were any handling issues, clumping or caking, that the WFP needs to be prepared for. Mr. Yuronich stated that there are vibratory mechanisms that break up the PAC as it reaches the injection point. Mr. Dzwonczyk also requested more information on the safety precautions as like grain silos, they must be protected from static discharge within the silo as PAC is flammable. Mr. Yuronich stated that there are several safety precautions such as grounding of the silos that are built-in protections. Mr. Yuronich was tasked with presenting more details on this at a future meeting. Mr. Yuronich referenced a picture of the fluoride feed building that had been installed. Mr. Yuronich stated that in the past there were difficulties in obtaining the Belgian-sourced sodium silica fluoride that the WFP currently uses as it was the only non-Chinese sourced product available. Mr. Yuronich added that there have always been quality issues with Chinese fluoride and the new building will allow domestically produced hydrofluorosilicic acid that is easier to feed and more readily available. Mr. Yuronich stated that Engineered Fluid, Incorporated will be coming out to perform the final setup and training on the new feed building. Mr. Yuronich then referenced a picture of the new filters and stated that the final wall of the southernmost two filters is being formed and poured before work moves to creating the floor and upper levels of the new filter building.

2025 Water Bundle Project: Mr. Yuronich stated that Underground Utilities, Inc. had installed just under two-thousand feet of pipe in the Delwood, Durrell, Inwood and Belaire areas along with four new fire hydrants.

Techwin Project: Mr. Yuronich stated that Techwin has completed their startup and training of ALRW staff and have returned to South Korea. Mr. Yuronich stated that the unit is producing about one hundred gallons of sodium hypochlorite per day and that he is continuing to work with the National Sanitation Foundation on certifying the product to NSF 60 standards to allow use of the product in the treatment process at the WFP. Mr. Rickey inquired when this product will be able to be used at the WFP. Mr. Munro stated that the WFP should be moving away from the chlorine gas and using the sodium hypochlorite system that's currently under construction by early 2026. Mr. Munro stated that as long as the hypochlorite is NSF certified by that point it will be able to be used to supplement the bulk hypochlorite. Mr. Rickey inquired how much sodium this chemical will add to the water and how much it is costing to produce the hypochlorite. Mr. Munro stated that it will likely be similar to a water softener but that more accurate numbers will be presented at the next meeting. Mr. Munro also stated that ALRW and Mr. Logan are currently tracking costs and will be able to provide operating numbers once the system has been producing hypochlorite for a period of time.

CUE/CUO Report

Mr. Munro informed the Board that staff is currently putting the sludge hauling contract for the WRF out to bid and it will be for a period of two years with an option for a third year. Mr. Munro stated that chemicals used at the treatment plants are also being bid and those will be back to the annual contract as prices have stabilized since the volatile period after COVID. Mr. Munro informed the Board that ALRW staff is preparing to bid is a water and sewer project on Krebs Rd. and Lear Rd. that was partially prepared by Cleveland State University engineering students and overseen by Mr. Gaydar and Mr. Larson. Mr. Munro stated that this will be a cash-project funded by the trunk sanitary sewer fees that are collected. Mr. Munro stated that negotiations with the Union will begin shortly as the current contract expires at the end of 2025. Mr. Munro stated that the last item he has is the presentation of the draft 2026 budgets that Mr. Logan and himself have been working on. Mr. Munro stated that there will be a work session on October 21st to present the draft and they could be passed at the November 4, 2025 meeting.

Miscellaneous & Member Reports

Mr. Rickey informed the Board that he had attended the LORCO meeting on September 11, 2025 and stated that there is a lot of planned development within the LORCO collection system areas.

Mr. Dzwonczyk stated that in the future the agenda should be formatted with an introduction followed by the motion, and next introduction followed by the second motion rather than grouping them together.

Public Speakers

William Zimmerman inquired when the next LORCO meeting was and Mr. Rickey responded that it is the second Thursday of each month at the Lorain-Medina Rural Electric headquarters in Spencer. Mr. Zimmerman stated that he does not think ALRW should be entering into an agreement with the new 6119.

Executive Session

The CUE requests to meet Executive Session as allowed by O.R.C. §121.22 (G) to discuss the compensation of a public employee and pending or imminent court action. Based on discussion in the Executive Session the Board may take formal action upon reconvening the public meeting.

Mr. Rush moved, Mr. Mondello seconded, to meet in executive session as allowed by ORC §121.22 (G)(1) and (G)(3) to discuss the employment of a public employee and pending or imminent court action and to include the CUE, the CUO, Business & Financial Coordinator and Attorney Tony Coyne of Mansour Gavin.

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

Nays: None

Motion carried.

The Board entered Executive Session at 7:43 PM

The Board reconvened the public meeting at 8:56 PM

Employment Agreement

Mr. Munro stated that based on discussion in Executive Session there is a recommended motion for the Board. Mr. Dzwonczyk commented that he feels Mr. Munro selected a good candidate for the position and looks forward to Mr. Klein joining the organization.

With no further discussion, Mr. Dzwonczyk moved, Mr. Rush seconded, to authorize the CUE to execute the employment agreement with Aaron Klein, as presented and dated September 10, 2025, for the position of Engineering Services Manager with an effective date of September 16, 2025.

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

Nays: None

Motion carried.

Adjourn

As there was no further business, Mr. Rickey moved, and Mrs. Schnabel seconded, to adjourn.

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

Nays: None

Motion carried.

The meeting adjourned at 8:57 PM.

Approved October 7, 2025.

John Dzwonczyk, Chairman

Robert Munro, Clerk

MEMORANDUM

To: **Board of Municipal Utilities**
 From: **Rob Munro, CUE & Bill Logan, Business & Financial Coordinator**
 Subject: **2025 Supplemental Increase in Appropriations**
 Date: **10-Sep-25**

I request the Board approve the following increases (decreases) in appropriations for the 2025 Fiscal Year:

From Fund 701 Balance	Current Fund Balance: \$7,943,476.72		
To Fund 701 - Water Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000-53612	Repair & Maintenance Supplies/Services	\$	200,000.00
.180.000-53701	Contractual Services	\$	25,000.00
.180.000-53703.001	Utility - Electric Plants	\$	75,000.00
		\$	300,000.00
From Fund 704 Balance	Current Fund Balance: \$341,341.79		
To Fund 704 - Water Construction Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000-55007	Capital-Water Lines - 2025 Water Bundle Project	\$	2,500,000.00
From Fund 721 Balance	Current Fund Balance: \$4,564,383.88		
To Fund 721 - Wastewater Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.190.000-51102	Salaries	\$	263,157.89
.190.000-52209	OPERS City Share	\$	36,842.11
.190.000-53701	Contractual Services	\$	200,000.00
.190.000-53907.003	Legal Fees	\$	50,000.00
.		\$	550,000.00
From Fund 722 Balance	Current Fund Balance: (\$345,728.78)		
To Fund 722 - Sewer Collection Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.190.000.51102	Salaries	\$	(100,000.00)
From Fund 723 Balance	Current Fund Balance: \$1,191,986.12		
To Fund 723 - Water Distribution Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000.51102	Salaries	\$	(200,000.00)
From Fund 702 Balance	Current Fund Balance: \$779,237.95		
To Fund 702 - West Ridge Interconnect			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000.54905	OWDA Principal Payments	\$	(47,419.26)
From Fund 706 Balance	Current Fund Balance: \$658,167.39		
To Fund 706 - Water Debt Service			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000.54905	OWDA Principal Payments	\$	45,953.06
.180.000.54906	OWDA Interest Payments	\$	1,466.20
		\$	47,419.26
From Fund 762 Balance	Current Fund Balance: \$5,096,220.34		
To Fund 762 - ETL2 Fund			
<i>Account Number</i>	<i>Account Description</i>	<i>Appropriation</i>	
.180.000.53704	Utility - Water		800,000.00
	Total Appropriation Increase	\$	3,850,000.00

September 16, 2025

3401.05. Industrial Discharge Limitations – Local Limits.

Toxic and Compatible Pollutant Limitations. No person shall discharge or cause to be discharged into a public sewer wastes which contain any of the pollutants contained in the following list of toxic pollutants unless the person is issued a permit by the CUO which allows the discharge of such pollutants. In the absence of such specific permits, no person shall discharge any of the following toxic pollutants except as such pollutants may occur and only in the concentrations such pollutants may occur in the water supply

INDUSTRIAL DISCHARGE LIMITATIONS - LOCAL LIMITS (mg/l)		
Pollutant	Max. Daily Concentration	30-Day Average
Ammonia	30	-
Arsenic	0.29	-
CBOD	500	-
COD	1450	-
Cadmium	0.10	0.10
Chromium, total	2.30	-
Chromium, hexavalent	2.51	-
Copper	1.02	0.68
Cyanide, Free	0.02	0.02
Cyanide, total	0.50	0.5
Dissolved Solids	3500	-
Lead	0.43	0.43
Mercury	AA 0.2	-
Molybdenum	2.6	-
Nickel	1.10	0.35
Oil & Grease	10	-
Pentachlorophenol	AA 0.05	-
Phosphorus	10	-
Selenium	0.59	0.59
Silver	0.1	0.1
TSS	800	-
Zinc (total)	1.5	-

to their premises. Discharge of such pollutants allowed by a permit shall not exceed the following maximum daily ~~and/or 30-day average~~ concentrations:

The CUO may develop BMPs and such BMPs shall be considered local limits and pretreatment standards for the purpose of this rule.



EMPLOYMENT AGREEMENT

Avon Lake Regional Water

Engineering Services Manager

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and effective as of _____, 2025 ("Effective Date") by and between the Avon Lake Board of Municipal Utilities, d/b/a Avon Lake Regional Water, with its principal place of business at 201 Miller Road, Avon Lake, Ohio 44012 (the "Employer") and Aaron Klein (the "Engineer").

In consideration of the mutual promises and covenants contained herein, the Employer and the Engineer agree as follows:

1. Duties

Effective _____, 2025 Employer agrees to employ Engineer in the role of Engineering Services Manager. Engineer shall serve under the general supervision of the Chief Utilities Executive and Chief of Utility Operations of Employer. Engineer shall devote one hundred percent (100%) of his business time and efforts to the affairs of the Employer and shall not campaign, run for, or hold any elected public office during his time of employment. During the course of his employment, Engineer shall maintain a valid Professional Engineer license issued by the Board of Engineers and Surveyors of the State of Ohio.

2. Compensation

2.1 Base Compensation

The Employer shall pay the Engineer an hourly rate of \$64.00 per hour, plus applicable overtime rates for work performed in excess of forty (40) hours per week, payable in accordance with Employer's normal payroll practices, minus appropriate withholdings and deductions. cost-of-living and/or merit raises shall be granted at the sole discretion of the Employer.

2.2 Benefits

Engineer shall be entitled to participate in all employment benefits and plans provided to other non-bargaining employees of the Employer, including those outlined in the Codified Ordinances of the City of Avon Lake (e.g., sick leave, holidays, insurance, longevity, and retirement contributions) and applicable to Avon Lake Regional Water employees.



2.3 Vacation

Upon execution of this agreement, Engineer shall receive two (2) work weeks of paid vacation to use for the remainder of the 2025 calendar year. Beginning January 1, 2026 and each January 1 thereafter, Engineer shall receive five (5) work weeks of paid vacation.

2.4 Sick Time

Engineer shall be permitted to carry over any unused sick leave time accumulated with his most recent employer. Upon receipt of an official letter on letterhead by the most recent employer, certifying the balance of unused sick leave, Employer shall credit the balance of unused sick leave to the Engineers Accrual Information in the Human Resources (HR) Portal. Engineer shall accrue sick leave in accordance with Employers standard personnel policies at a rate of 4.6 hours for every 80 hours worked.

2.5 Personal Time

Engineer shall be entitled to two (2) Personal Holidays upon execution of this agreement. Beginning on January 1, 2026 and each January 1 thereafter, Engineer shall be entitled to the same number of Personal Holidays as other non-bargaining unit employees, which currently is five (5) per calendar year, and may be amended by the Employer from time to time.

2.6 Compensation Time

In lieu of receiving financial compensation in excess of forty (40) hours worked in one week, the Engineer may accumulate up to 120 hours per calendar year of compensation time at a rate of one and one-half times the hours worked beyond a 40-hour work week. Compensation time may be used by the Engineer for compensable time off from work, as approved by the Employer. As Engineer uses compensation time, he may add time to the accumulated time as long as the total accumulated time does not exceed 120 hours. Compensation time cannot carry over from one calendar year to another. Any compensation time remaining at the end of the calendar year shall be paid out to Engineer in accordance with Employers standard payroll practices.

2.7 Continuing Education

The Engineer is encouraged to pursue a Master's degree in a subject area approved by the Employer from an accredited college or university. All tuition costs and fees associated with obtaining a Master's degree shall be reimbursed to the Engineer upon successful completion of each course. Completion will be registered by the Engineer's submission of evidence for completion of a course for credit that achieves a B grade or higher.



Additionally, the Engineer shall maintain a Professional Engineer license issued by the Board of Engineers and Surveyors of the State of Ohio. All fees associated with continuing education and renewal fees shall be paid for by the Employer.

3. Term and Termination

3.1 Term

Engineer shall serve as an unclassified, at-will employee for an initial term of three (3) years, unless terminated earlier under this Section. This Agreement will be renewed at the sole option of the Employer for successive periods (the "Renewal Period") unless previously terminated or either party gives notice of non-renewal. In the event of the expiration of the Renewal Period without official action by the Employer or the Engineer, the Agreement is presumed to continue under existing terms unless and until it is replaced by a superseding Agreement.

3.2 Termination for Death

This Agreement terminates automatically upon Engineer's death. Employer shall pay all earned compensation and applicable benefits, to the estate and/or heirs of the Engineer, through the date of death.

3.3 Termination for Disability

If the Engineer becomes unable to perform essential functions for more than 120 days, Employer may terminate this Agreement. Engineer will be entitled to compensation and benefits through the termination date.

3.4 Termination by Employer for Cause

During the Term of this Agreement, the Employer may, in its sole and absolute discretion, terminate the Engineer's employment for Cause (as defined herein) by written notification citing the specific reasons for termination. For purposes of this Agreement, "Cause" means:

- (a) Engineer's conviction of a felony involving moral turpitude, or conviction for a felony in connection with his employment;
- (b) Engineer's theft, fraud, embezzlement, material willful destruction of property, or material disruption of the operations of/from the Employer;
- (c) Engineer's use or possession of illegal drugs and/or unauthorized use or possession of alcohol on the Employer's premises, or Engineer performing work for Employer while under the influence of same; or



- (d) Engineer's engaging in conduct, in or out of the workplace, which in the Employer's sole and absolute determination has or may have an adverse effect on the reputation or business of the Employer;

Under any such termination for Cause, all rights, benefits, obligations, and duties of the parties hereunder shall immediately cease, except any compensation due and owing through the date of termination and/or fringe benefits which have vested on the Engineer's behalf prior to such termination, if any.

3.5 Termination by Engineer

Engineer may terminate this Agreement with at least 60 days' written notice, or notify Employer of intent not to renew at least 90 days before the end of the current term.

3.6 Suspension

Employer may suspend Engineer with pay if conduct may result in civil/criminal liability or negatively affect the Employer's operations or reputation.

4. Non-Disclosure

The Engineer agrees at all times to hold as secret and confidential (unless disclosure is required pursuant to court order, subpoena in a governmental proceeding or arbitration, or pursuant to other requirement of law) any and all knowledge, technical information, business information, developments, trade secrets, know-how, and confidences of the Employer or its business, including, without limitation:

- (a) information or business secrets relating to the customers, strategies, business, conduct or operations of the Employer or any of its respective clients, customers, consultants, or licensees;
- (b) the existence or betterment of, or possible new uses or applications for, any of the Employer's products or services;
- (c) any of the Employer's customer lists, pricing and purchasing information or policies; and
- (d) any methods, ways of business, etc. used in the use, sale or marketing of the Employer's products or services, (collectively, "Confidential Information") of which he has acquired knowledge before, during, or after his employment with the Employer, to the extent such matters



- (i) have not previously been made public or are not thereafter made public, or
- (ii) do not otherwise become available to Engineer, in either case via a source not bound by any confidentiality obligations to the Employer.

The phrase "made public" as used in this Agreement shall apply to matters within the domain of the general public or the Employer's industry. The Engineer agrees not to use, directly or indirectly, such knowledge for his own benefit or for the benefit of others and/or disclose any of such Confidential Information without the prior written consent of the Employer. At the cessation of employment with the Employer, the Engineer agrees to promptly return to the Employer any and all written Confidential Information received from the Employer which relates in any way to any of the foregoing items covered in this paragraph and to destroy any transcripts or copies the Engineer may have of such Information unless an alternative method of disposition is approved by the Employer.

5. Non-Solicitation/Non-interference

Engineer agrees that, for a twelve-month (12) period following his termination of employment with the Employer, for whatever reason, he will not, without the prior written consent of the Employer, directly or indirectly solicit, induce, or attempt to solicit or induce any employee, former employee (as herein defined), agent, or other representative or associate of the Employer to terminate his/her relationship with the Employer. A "former employee" shall mean any person who was employed by the Employer at any time during the one-year period prior to Engineer's cessation of employment with the Employer.

6. Representations of Engineer

Engineer represents and warrants to the Employer that he has the capacity to enter into this Agreement, that he is not a party to any agreement, arrangement, or other understanding with any person or entity which might affect, restrain, or conflict with the provisions of this Agreement and/or the services to be provided to the Employer by the Engineer under this Agreement. The Engineer further certifies that he:

- (i) has carefully read the entire contents of this Agreement before signing his name hereto
- (ii) was encouraged and afforded sufficient opportunity by the Employer to obtain independent legal advice prior to his executing this Agreement
- (iii) fully understands all of the terms, conditions, restrictions and provisions set forth in this Agreement, particularly including, but not limited to, those restrictions contained in Section 5 hereof
- (iv) agrees that such restrictions are necessary for the reasonable and proper protection of the Employer's business, and



- (v) acknowledges that each such term, condition, restriction and provision is fair and reasonable with respect to the subject matter thereof.

7. Reformation of Agreement; Severability.

In the event that any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the parties hereto that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

8. Assignment

This Agreement shall inure to the benefit of, and shall be binding upon, the Employer, its successors and assigns. The Engineer shall not assign this Agreement without the prior written consent of the Employer.

9. Notice

Any notice required to be given under the terms of this Agreement shall be in writing, and mailed to the recipient's last known address or delivered in person. If sent by registered or certified mail, such notice shall be effective when mailed; otherwise, it shall be effective upon delivery.

10. Entire Agreement; Amendments; Waivers.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and replaces or supersedes any previous agreement on such subject matter. It may not be changed orally, but only by agreement, in writing, signed by each of the parties hereto. The terms or covenants of this Agreement may be waived only by a written instrument specifically referring to this Agreement, executed by the party waiving compliance. The failure of the Employer at any time, or from time to time, to require performance of any of the Engineer's obligations under this Agreement shall in no manner affect the Employer's right to enforce any provisions of this Agreement at a subsequent time; and the waiver by the Employer of any right arising out of any breach shall not be construed as a waiver of any right arising out of any subsequent breach.

(SIGNATURE PAGE TO FOLLOW)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AARON KLEIN
"Engineer"

Individually: _____

DATE: _____

AVON LAKE BOARD OF MUNICIPAL UTILITIES
D/B/A AVON LAKE REGIONAL WATER
"Employer"

By: _____

DATE: _____

Name: Robert K. Munro

Its: Chief Utilities Executive