

Avon Lake Board of Municipal Utilities

AGENDA

For

Tuesday

February 2, 2016

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 Lease Agreement
5. Extension of Residuals Disposal Contract
6. Water Tower
7. Informational Items
 - A. Reports/Updates
 - 1) F-750 Scheduled completion
 - 2) WPCC Rehabilitation Project
 - 3) Mull/Norman Information Meetings
 - 4) Chairman/Committee/Member Reports
 - 5) CUE Report
 - B. Miscellaneous
8. Public Speakers
9. Adjourn

Board of Municipal Utilities
Work Session Minutes
January 19, 2016
201 Miller Road
Avon Lake, Ohio

The work session was called to order at 6:07 PM.

Present: Mr. Berner, Mr. Dzwonczyk, Mr. Rickey, Mr. Rush, and Ms. Schnabel.

Also present: Mayor Zilka, Councilmember Fenderbosch, Chief Utilities Executive Danielson, Chief of Utility Operations Eberle, and WPCC Manager Baytos.

Wage Ranges for Non-Bargaining Employees

The CUE presented the draft policy, Wage Ranges for Non-Bargaining Positions. The policy is an update to the policy, Wage Ranges for Management Positions, to include the GIS Analyst and updates for wages based upon the 2015 AWWA Compensation Survey, rather than the 2011 survey. The CUE presented the wages ranges increased 5% on average for all positions and the CPI increased 4.2% during that same time period. Board members provided input and stated that Council was considering salary surveys to compare pay for City positions with those of neighboring jurisdictions and Councilmember Fenderbosch confirmed that wage ranges were of interest for City positions. After the discussion and some suggested changes to the wording of the policy, members agreed the item be brought forward for passage at the regular meeting.

Delegation of Authority

Members discussed the idea of establishing levels for expense approval for various management positions, indicating that with the appropriate dashboard financial information, they did not feel it necessary to approve individual expenses as currently done every meeting. Members asked the CUE to begin developing a policy document for discussion at a future work session.

Year-End Financials

The CUE presented the year-end financials, stating that overall receipts were up in the Water Fund with sales increasing 2.7% in 2015. Sewer Fund receipts were down by 3.4%, primarily due to major changes in water use at Ford. Due to major, unforeseen expenses in 2015, expenses exceeded revenues in many of the funds.

The work session adjourned at 7:04PM.

Approved February 2, 2016

John G. Dzwonczyk, Chairman

Todd A. Danielson, Clerk

Board of Municipal Utilities
Regular Meeting Minutes
January 19, 2016
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 7:07 PM.

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

Also present: Chief Utilities Executive Danielson, Chief of Utility Operations Eberle, WPCO Manager Baytos.

Approve Minutes

Chairman Dzwonczyk presented the minutes of the January 5, 2016 meeting and with no changes, additions or corrections noted, ordered the minutes to stand and be distributed as presented.

Public Speakers

None.

Correspondence

None.

Expenditures

Following review of expenses dated January 19th, 2016 for funds and amounts as follows, Mr. Rickey moved, Mr. Berner seconded, that all be approved and paid per budget:

Water Fund 701	\$	142,763.31
Wastewater Fund 721	\$	163,395.76
MOR Fund 703 ETL1	\$	118,192.45
MOR Fund 762 ETL2	\$	261,454.96
LORCO Fund 749	\$	32,966.47

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Award of Mull/Norman Sanitary Sewer Rehabilitation Project

Bids were opened on January 18, 2016 for the Mull/Norman Sanitary Sewer Rehabilitation Project. One company provided a bid. Underground Utilities Inc. of Monroeville, Ohio provided a bid of \$3,421,439.00, based upon current bid quantities, which is 2.8% below the engineer's estimate. Staff deems Underground Utilities responsive and responsible and requests the Board award the project contingent upon loan approval by the Ohio Water Development Authority. Mr. Rush moved Mr. Berner seconded to award the Mull/Norman Sanitary Sewer Rehabilitation Project to the least-cost, responsive and responsible bidder, Underground Utilities Inc. of Monroeville, Ohio, for a bid price of \$3,421,439.00 based upon current unit quantities, pending a successful pre-award meeting and approval of the Ohio Water Development Authority loan for the project. Furthermore, I authorize the CUE to consider and approve, as appropriate, the changes that total no more than an additional 5% above the bid price.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Wage Ranges for Non-Bargaining Employees

CUE Danielson proposed revising the Management policy to become a Non-Bargaining policy that includes all management positions, the GIS Analyst, and the Biller/Bookkeeper II. With the approval of the updated policy, the CUE will take it to the City's HR Committee for revisions. Mr. Dzwonczyk moved and Mr. Rush seconded to supersede the Policy for Establishing Wage Rate Ranges for Management Positions with the attached Policy for Establishing Wage Rate Ranges for Non-Bargaining Positions.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Board Organization

At its December organizational meeting, the Board appointed the Chairman and Acting Chairman as Pro Tem positions to allow the new members to vote for the positions once the new term started.

Mr. Rush moved and Mrs. Schnabel seconded that John Dzwonczyk serve as Chairman of the Board for the term ending December 31, 2017.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Mr. Dzwonczyk moved and Mr. Rickey seconded that Tim Rush serve as Acting Chairman in the Chairman's absence for the term ending December 31, 2017.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel
Nays: None
Motion carried.

Reports/Updates

Water Intake Improvements

CUE Danielson presented a video of the air burst system testing that was done on January 7, 2016.

Purchase of F-750 Cab and Chassis

A 2016 Ford F-750 cab and chassis has been ordered for a new dump truck for Avon Lake Regional Water. Staff is working with the Avon Lake Assembly Plant to hopefully see the truck roll off the line. If we can make this happen, we will invite Board members to the event.

Cleveland Construction Cost Index

By Ordinance the Trunk Sanitary Sewer Fee is adjusted annually corresponding to a change in the January Cleveland Construction Cost Index. The adjustment to the Trunk Sanitary Sewer Fee is calculated by comparing the Index published in January each year and multiplying that comparison by the current Trunk Sanitary Sewer Fee. The Index published January 11, 2016 was 11895.69 as compared to 11882.43 for 2015, an increase of 0.11%. The Board thereby recognized the following adjustments then effective and, accordingly, the respective adjustments for the existing sanitary sewer front foot fees for the Caneel Run and Pine Meadows subdivisions and any other areas so affected:

Trunk Sanitary Sewer Fee	\$1990.00 / Residential Unit
Trunk Sanitary Square Foot Charge	13.27¢ / Commercial & Industrial Lots
8" Sanitary Sewer Front Foot Charge	\$69.99

Mention in January 2016 WE&T

The January 2016 issue of *Water Environment and Technology (WE&T)* features a section on the State of the Industry. One of the pieces in that section is titled, "Stepping out of the shadows." Avon Lake Regional Water's renaming was mentioned in that piece.

Chairman/Committee/Members Reports

Chairman Dzwonczyk reported that the Sewer Committee's meeting provided no new changes, but concerns were voiced on keeping 2 roads open on Inwood, Fairfield, Brookfield, and Berkshire during construction.

Mr. Rush reported that he attended the Human Resource's meeting where they discussed changes to the format to standardize pay increases throughout the city.

Mr. Rickey reported he attended the LORCO meeting where Jim McConnell resigned as President. Cindy Kurpley is now the new Board President of LORCO. Mr. Neil Lynch remains the Vice President, and Mr. Tim Lahaine remains as the Secretary. LORCO's end of the year checking account had a balance of \$135,000. LORCO paid off some of their outstanding debt.

Mrs. Schnabel reported she attended the Environmental meeting where they discussed storm water run-off and its effects on Lake Erie. No serious concerns to report, but they will be testing in a few areas.

CUE Report

None

Adjourn

As there was no further business, Mr. Rush moved, Mr. Rickey seconded, that the meeting adjourn at 8:11 PM.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Approved February 2, 2016

John G. Dzwonczyk, Chairman

Todd A. Danielson, Clerk

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**
From: **Todd Danielson**
Subject: **Agenda Items – February 2, 2016**
Date: **January 29, 2016**

Item 4: **Cell Lease Agreement – TAD**

At the February 4, 2014 meeting, the Board authorized the CUE to negotiate a cell antenna lease agreement with Verizon Wireless and bring it back to the Board for approval. The CUE worked with the Law Director to extensively re-write the draft agreement and arrive at terms and conditions acceptable for both parties in the attached agreement.

The relevant details of the lease are:

- Five (5) year initial term, with up to five (5), five-year (5-year) extensions, with term-to-term 5-year extensions thereafter.
- We can terminate the agreement if we no longer need or need to repurpose the tower and the lessee can terminate if the facility is no longer needed.
- \$30,000 for first year, with 4%/year annual increases.
- Lessee is responsible to pay any taxes.

The proposed agreement will help provide a revenue source for maintaining the Division Road water tank. In making this decision, the Principals that would help guide the Board are:

- ◆ Provide quality, affordable water services.
- ◆ Maintain existing assets, while investing in infrastructure that will take us into the future.
- ◆ Exercise fiduciary responsibility.

Recommended motion:

I move to authorize the CUE to execute the Water Tower Lease Agreement with Verizon Wireless for the Division Road water tank.

Item 5: **Extension of Residuals Disposal Contract – TAD**

Browning Ferris/Republic is currently hauling and disposing treatment plant residuals. The contract has expired, and Browning Ferris/Republic is willing to extend the contract based upon the current terms. Staff requests the Board approve the extension of the contract while staff is completing the digester repairs. The CUE requests authorization to extend the contract one year with the understanding that the contract cancellation clause will be enacted once staff is ready to award a new contract with alternative residuals management options after the digester is back in operation.

Recommended motion:

I move that the CUE be authorized extend the treatment plant residuals disposal contract with Browning Ferris/Republic for up to one additional year.

Item 6: Water Tower – TAD

Staff is working with MWH Americas and our CMAR (MWH Constructors) to receive Ohio EPA approval for the water tower design and arrive at a guaranteed maximum price (GMP) for the amendment to the existing contract to be discussed and approved at the March 2, 2016 Board meeting. The project will receive 0%-interest funding with a 20-year loan through Ohio EPA.

Staff is in the process of providing all required documentation for the eventual amendment of the existing storage improvements project loan with Ohio EPA through its Water Supply Revolving Loan Account (WSRLA). OEPA and the WSRLA require legislative authorization for loan application. Therefore, the CUE requests the motion below.

In making this decision, this project specifically addresses one of our strategic initiatives—Water Supply Resiliency & Reliability—and adheres to the following Principles:

- ◆ Maintain existing assets, while investing in infrastructure that will take us into the future.
- ◆ Exercise fiduciary responsibility.

Recommended motion:

I move to authorize the CUE to amend the loan with the Ohio EPA for design and construction services for water supply improvements contingent upon Board-approval of the amendment with our Construction Manager At Risk. I further move that repayment of the loan will be through water-related revenues.

Item 7A1: F-750 Scheduled for Completion – TAD

The 2016 Ford F-750 cab and chassis is slated to roll off the assembly line on February 16, 2016. Staff continues to work with the Avon Lake Assembly Plant to hopefully be present when the truck rolls off the line. If we can make this happen, we will invite Board members to the event.

Item 7A2: WPCC Rehabilitation Project – TAD

Staff is working with CDM Smith to finalize the plans and specifications for the WPCC rehabilitation and intends to issue the project for bidding around the middle of February. CDM Smith will present an overview of the project at the Board's February 16, 2016 work session.

Item 7A3: Mull/Norman Information Meetings – TAD

The first of the Mull/Norman information meetings was held January 26, 2016. More than 20 people attended (approximately 15 addresses of the ~100 within the project area). The second meeting is scheduled for February 18, 2016.

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement ("Agreement"), made this ____ day of _____, 2016, between the CITY OF AVON LAKE, OHIO, a municipal corporation, with an office at 201 Miller Road, Avon Lake, Ohio 44012, hereinafter designated LESSOR, and NEW PAR, a Delaware partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

a. For the term of this Agreement, LESSOR hereby leases to the LESSEE:

- (i) a portion of the outer surface (such portion, the "Tower Space") of the LESSOR's water tower (the "Tower") located at 32119 Division Road, Avon Lake, Lorain County, Ohio, and being further described in Deed recorded in Volume 489, Page 309, Lorain County, Ohio Records (the entirety of LESSOR's property at 32119 Division Road is referred to hereinafter as the "Property"); and
- (ii) an area of land (the "Land Space") on the Property for the installation of LESSEE's equipment building (the Tower Space and the Land Space are hereinafter sometimes jointly referred to as the "Leased Areas").

b. For the term of this Agreement, LESSOR hereby grants to LESSEE:

- (i) a non-exclusive right of way (the "Right of Way") over the land designated as the "Right of Way" (the "Right of Way Area") for: (A) ingress and egress between the Land Space and Division Road, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks; and (B) the installation and maintenance of utility wires, cables, conduits, and pipes, provided that all of such wires, cables, conduits and pipes are installed completely underground and provided that if such installation or

maintenance damages or disturbs the surface of the Right of Way Area, LESSEE promptly repairs and restores the surface of the Right of Way to its prior condition; and

- (ii) a non-exclusive right of way (the "Utility Right of Way") over and through that portion of the Property between the Land Space and the Tower Space designated as the "Utility Right of Way" (the "Utility Right of Way Area") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes (the Right of Way Area and the Utility Right of Way Area are hereinafter sometimes jointly referred to as the "Easement Areas").

The Tower Space, the Land Space, the Right of Way Area and the Utility Right of Way Area are depicted and described in Exhibit "A" attached hereto and made a part hereof. The Leased Areas and the Easement Areas are collectively referred to hereinafter as the "Premises."

In the event any public utility is unable to use the Easement Areas for the purposes specified above, LESSOR hereby agrees to reasonably cooperate with LESSEE or the public utility for the placement of an additional right of way or relocation of the existing Easement Area at no additional cost to LESSEE under this Agreement.

LESSOR hereby grants permission to LESSEE to install, maintain and operate within the Tower Space the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of the Tower or utilize space other than that originally granted for such purposes in this Agreement.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property, the Leased Areas and the Easement Areas, and said survey shall then become Exhibit "C", which shall be attached hereto and made a part hereof. Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties; provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Thousand Dollars (\$30,000.00) (subject to annual increases as provided in Paragraph 6) to be paid in equal monthly installments on the first day of each month, in advance, to LESSOR at 201 Miller Road, Avon Lake, OH 44012 or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The "Commencement Date" shall be the earlier of: (i) the first day of the month following the date that is ninety (90) days after this Agreement is signed by both Parties; or

(ii)(A) in the event LESSEE commences installation of its equipment on the Premises on or prior to the 15th day of a month, the 1st day of that month, or (B) in the event LESSEE commences installation of its equipment on the Premises after the 15th day of a month, the 1st day of the following month. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in a commercially expeditious manner.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. When LESSEE deems it advisable to obtain such documentation for regulatory, tax, financial auditing, or other legitimate purposes, LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation evidencing LESSOR's title to and/or interest in the Property and right to receive rental payments and other benefits hereunder (excluding, however, title insurance or guaranty policies, commitments for title insurance policies or guaranties, title abstracts, title examinations or title opinions (which, if desired by LESSEE, LESSEE may obtain from title insurance companies or examiners directly at LESSEE's own expense); (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form reasonably acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other reasonable documentation requested by LESSEE. The Rental Documentation shall be provided to LESSEE from time to time during the Term of this Agreement, but not more often than two (2) times per calendar year, within sixty (60) days of a written request from LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23.

LESSEE shall reimburse LESSOR for the actual out-of-pocket costs of producing Rental Documentation (excluding, however, legal fees for the review or preparation of the Rental Documentation) within thirty (30) days after receipt of an invoice detailing the actual out-of-pocket costs incurred by LESSOR. Prior to requesting Rental Documentation, LESSEE shall have the right to request that LESSOR provide an estimate of the out-of-pocket cost of producing such Rental Documentation and LESSOR shall provide such estimate within thirty (30) days after LESSEE's request therefor. If such estimate is requested and if LESSEE makes a request for such Rental Documentation not later than thirty (30) days after LESSEE's receipt of such estimate, then LESSEE shall not be required to reimburse LESSOR for the cost of such Rental Documentation in an amount greater than one hundred twenty-five percent (125%) of such estimate.

LESSEE shall have no obligation to deliver any rental payments to any assignee(s), transferee(s) other successor(s) in interest of LESSOR or anyone other than the person or entity who was entitled to such rental payments prior to such assignment, transfer or succession (the "Currently Identified LESSOR") until LESSEE receives: (i) written instructions from the Currently Identified LESSOR that rental payments are to be made to such assignee(s), transferee(s) other successor(s) in interest; (ii) a photocopy of the executed instrument of assignment or transfer or evidencing such succession; (iii) a fully executed Internal Revenue

Service Form W-9, or equivalent, for the assignee, transferee or successor; and (iv) any other forms relating to rental payments made under this Agreement required to be obtained by LESSEE from such assignee, transferee or successor by applicable statutes, governmental rules or regulations (collectively, the "Transfer Documentation").

Within sixty (60) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE a photocopy of the executed instrument of assignment or transfer or evidencing such succession.

When LESSOR deems it advisable to obtain such information for regulatory, tax, financing, financial auditing, or other legitimate purposes, LESSEE hereby agrees to provide to LESSOR certain documentation (the "Tenant Documentation") evidencing LESSEE's interest in and right to utilize the Premises and exercise the rights of LESSEE under this Agreement, including without limitation: (i) documentation evidencing LESSEE's identity and manner in which LESSEE acquired its interest under this Agreement; (ii) documentation establishing that LESSEE has acquired its rights under this Agreement in accordance with the terms of this Agreement and is the current entity entitled to exercise the rights of LESSEE under this Agreement; (iii) a certificate in such form as LESSOR may request (the "Estoppel Certificate"), certifying (A) that LESSEE is the tenant under this Agreement, (B) that LESSEE has accepted possession of and now occupies the Tower Space, (C) as to the Commencement Date and the expiration date, (D) that, to LESSEE's knowledge, no default exists under this Agreement (or if a default exists, then specifically stating such default), (E) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (F) that LESSEE's interest under this Agreement has not been assigned or encumbered, and the Premises have not been sublet (or if there have been assignments or encumbrances or the Premises have been sublet, then stating such assignments, encumbrances or subleases and providing copies of all documents relevant thereto), (G) as to the amount of rent and the dates to which rent has been paid, (H) that, to LESSEE's knowledge, LESSEE is not entitled to any credit, offset or deduction against any rent due under this Agreement (or if LESSEE is entitled to a credit, offset or deduction, then stating the amount of such credit, offset or deduction), (I) that LESSEE does not have any option or right to renew or cancel this Agreement (or if LESSEE has any option or right to renew or cancel this Agreement, then stating each such option or right), and (J) as to such other matters relating to this Agreement or the status of performance of obligations of the parties hereunder as may be reasonably requested by LESSOR; and (iv) other reasonable documentation requested by LESSOR. Tenant Documentation shall be provided to LESSOR from time to time during the Term of this Agreement, but not more often than two (2) times per calendar year, within sixty (60) days of a written request from LESSOR.

LESSOR shall reimburse LESSEE for the actual out-of-pocket costs of producing Tenant Documentation (excluding, however, legal fees for the review or preparation of Tenant Documentation) within thirty (30) days after receipt of an invoice detailing the actual out-of-pocket costs incurred by LESSEE. Prior to requesting Tenant Documentation, LESSOR shall have the right to request that LESSEE provide an estimate of the out-of-pocket cost of producing such Tenant Documentation and LESSEE shall provide such estimate within thirty (30) days after LESSOR's request therefor. If such estimate is requested and if LESSOR makes a request

for such Tenant Documentation not later than thirty (30) days after LESSOR's receipt of such estimate, then LESSOR shall not be required to reimburse LESSEE for the cost of such Tenant Documentation in an amount greater than one hundred twenty-five percent (125%) of such estimate.

Within sixty (60) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), sublessee or other successor(s) in interest of LESSEE shall provide to LESSOR true and exact copies of all documents evidencing, effecting and/or governing such assignment, transfer, sublease or other succession and the assumption of LESSEE's obligations under this Agreement and documentation evidencing that such assignment, transfer, sublease or other succession is permitted under and is in accordance with the requirements of Paragraph 22 ("Succession Documentation"). LESSOR shall have no obligation to treat any assignee, transferee, sublessee or other successor as having any rights under this Agreement or any rights with respect to or interest in the Premises until Succession Documentation has been supplied to LESSOR as provided herein.

Tenant Documentation and Succession Documentation shall be provided to LESSOR in accordance with the provisions of and at the address given in Paragraph 23.

c. LESSEE shall, at its sole cost and expense, cause all utilities and services it uses or consumes at the Premises to be separately metered and LESSEE shall pay directly to the supplier for such utilities and services, including all gas and electric charges, and shall pay any charges made for the installation of new or additional connections or modifications in such services made during the term. If the utility providing service to the site does not permit LESSEE to separately meter a utility, LESSOR shall reasonably cooperate with LESSEE to provide for sub-metering or other alternative means of measuring utility consumption by LESSEE.

4. EXTENSIONS. This Agreement shall automatically be extended for five (5) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ADDITIONAL EXTENSIONS. If at the end of the fifth (5th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. RENTAL PAYMENT INCREASES. During the initial term, and during any extension term under Paragraph 4 or Paragraph 5 above, the rental payment due under this Agreement shall be increased four percent (4%) annually, effective on each anniversary of the Commencement Date.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property or LESSEE's equipment and other personal property which is owned by LESSEE or is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which is attributable to LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE, respectively, at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises solely for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be made in a good and workmanlike manner in accordance with all applicable Laws (as defined in Paragraph 32). LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE, at LESSEE's sole cost and expense, shall promptly repair all damage to the Property caused by LESSEE's activities.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural

analysis which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use; or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement upon paying a termination fee equal to three (3) months then-current rent. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid or payable to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. If as a result of the physical condition or obsolescence of the Tower LESSOR determines that the Tower is no longer useful or needed for the purposes for which it was constructed and decides to demolish or remove the Tower from the Property, then LESSOR shall have the right to terminate this Agreement. Notice of LESSOR's exercise of its right to terminate shall be given to LESSEE in accordance with Paragraph 23, and shall be effective upon the termination date specified in such notice, which date shall not be less than one (1) year after mailing of such notice. In the event of such termination, rent for the last three (3) months shall be waived.

9. INDEMNIFICATION. Subject to Paragraph 10 below and to the extent permitted by law and public policy, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises, the Property or any equipment or personal property on the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises, equipment, or Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost:
- i. Commercial General Liability insurance with limits not less than \$2,000,000 for bodily injury (including death) and for damage or destruction to property in any one occurrence;
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million dollars (\$1,000,000) per occurrence; and
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million dollars (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 9, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower upon prior notice at all times for the purpose of installing and maintaining LESSEE's equipment. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Property on behalf of LESSEE. It is further agreed that LESSEE will make every reasonable effort to limit access to normal business hours.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all applicable Laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. —

No materials may be used by LESSEE in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than thirty (30) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower;

and at the request of LESSEE, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower.

Upon request of the LESSOR, LESSEE shall, within the time specified in LESSOR's request, relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Location," for the purpose of LESSOR performing maintenance, repair, improvements, modifications or similar work at the Property or on the Tower, provided:

- a. The Temporary Location is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Location and improving the Temporary Location so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's operations at the Property are not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

LESSEE may object to a Temporary Location that in its judgment will not satisfy a, b or d above by notifying LESSOR of such objection not later than ten (10) days after receipt of LESSOR's notice. In such event, if LESSOR decides to proceed with the maintenance, repair or other work necessitating the removal of LESSEE's equipment from its current location, then LESSEE shall still be required to temporarily remove its equipment from the then current location within the time specified in LESSOR's request, LESSOR shall be relieved of its obligation to provide a Temporary Location, but LESSOR and LESSEE shall work together to minimize any downtime in LESSEE's operations resulting from the removal of LESSEE's equipment from the Tower while the maintenance, repair or other work is being performed.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency that will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing.

LESSOR will not be entitled to terminate this Agreement or relocate the equipment as a result of interference as long as LESSEE ceases operation of the interfering equipment within sixty (60) days after notice of such interference and does not thereafter permit operation of such interfering equipment until the interference has been eliminated, except for scheduled testing on a reasonable basis for short periods of time solely to determine if the interference issue is resolved. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to their original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, then LESSEE shall pay rent in accordance with Paragraph 16 hereof, until such time as the removal of the building, antenna structure, fixtures and all personal property is completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Leased Areas or utilize the Easement Areas or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein. In the event that LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration of the Term or earlier removal period set forth in Paragraph 15 shall be equal to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination and LESSEE shall be deemed a month-to-month tenant.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied or utilized by LESSEE pursuant to the terms of this Agreement, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. The term "LESSOR" as used in this Agreement, so far as covenants or obligations on the part of LESSOR are concerned, shall be limited to mean and include only the fee simple owner for the time being of the Property. If the fee simple interest in the Property is sold or transferred, then the seller or transferor shall be automatically and entirely released of all covenants and obligations under this Agreement from and after the date of such conveyance or transfer, provided the purchaser or transferee has assumed and agreed to carry out all covenants and obligations contained in this Agreement to be performed on the

part of LESSOR hereunder, it being hereby agreed that the covenants and obligations contained in this Agreement shall be binding upon LESSOR, its successors and assigns, only during their respective periods of ownership.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms hereof.

19. TITLE. LESSOR represents and warrants to LESSEE that as of the execution date of this Agreement LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement; there are no monetary liens on the Property (other than liens for current real estate taxes and assessments); and there are no covenants, easements or restrictions on the Premises that would prevent or materially adversely affect the use or occupancy of the Premises by LESSEE as set forth above. LESSEE acknowledges that the state of title as disclosed in the commitment for title insurance issued by Fidelity Title Insurance Company, Order Number 4709392, Reference Number 14-48114, dated February 12, 2014, is acceptable.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. LESSEE's rights under this Agreement may be sold, assigned or transferred by the LESSEE without consent by the LESSOR only to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity that acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, provided the proposed buyer, assignee or transferee: (i) is licensed to do business in Ohio; (ii) assumes in writing all obligations of LESSEE under this Agreement; and (iii) as of the date of the proposed assignment or transfer, has and will have the financial capability to perform LESSEE's obligations under this Agreement. Not later than sixty (60) days after the effective date thereof, LESSEE shall provide LESSOR with notice of any sale, assignment or transfer for which LESSOR's consent is not required, along with a true and exact copy of the instrument effecting such sale, assignment or transfer of this Agreement and the assumption by the new party of all

obligations under this Agreement, and appropriate documentation evidencing that such sale, assignment or transfer did not require LESSOR's consent. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Board of Municipal Utilities
201 Miller Road
Avon Lake, OH 44012
Attn: Chief Utilities Executive

LESSEE: New Par d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Tower or the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement in form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights with respect to the Premises in accordance with the terms of this Agreement as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such

Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE: (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

26. RECORDING. Upon request of LESSEE, LESSOR and LESSEE shall execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph. All amounts not paid to LESSOR when due shall bear interest at the rate of fifteen percent (15%) per annum or the highest rate permitted by applicable law (the "Default Rate"), whichever is less, provided that LESSOR shall provide notice to LESSEE when such Default Rate is assessed.

b. If LESSEE abandons the Premises and/or if LESSOR elects to terminate this Agreement for an uncured breach as below provided, LESSOR may remove from the Premises any and all property found therein in accordance with the Ohio law and such repossession shall not release LESSEE from LESSEE's obligation to pay the rental herein. After any such repossession by LESSOR and termination of this Agreement, LESSOR may relet the Premises or any part thereof to any person, firm, or corporation and for such time and upon such terms as LESSOR in LESSOR's sole discretion may determine. LESSOR may make repairs, alterations and additions in and to the Premises to the extent deemed by LESSOR necessary or desirable and LESSEE, upon demand in writing, shall pay the reasonable cost thereof together with LESSOR's expenses of reletting, including any commissions and attorney's fees relative thereto. If the rents collected by LESSOR upon any such reletting are not sufficient to pay monthly the full amount of the monthly rent and other charges reserved herein, together with reasonable costs of such repairs, alterations, additions, redecorating, and expenses, LESSEE shall pay to LESSOR the amount of each monthly deficiency upon demand in writing.

c. If LESSOR terminates this Agreement under this Paragraph for an uncured breach as provided above, LESSEE agrees to be liable for and to pay to LESSOR: (i) all rent and other charges and sums due under this Agreement at the time of termination of this Agreement or upon termination of LESSEE's right of possession, as the case may be, and (ii) damages equal to

the amount of the rent and all other charges and sums due under this Agreement for the entire current term, discounted to present value, which damages shall be payable at such time as this Agreement is terminated. Such liability shall survive the termination of this Agreement, the re-entry into the Premises by LESSOR, and the commencement of the action to secure possession of the Premises.

d. Any and all property which may be removed from the Premises by LESSOR in accordance with the terms of this Agreement may be handled, removed, stored, or otherwise disposed of by LESSOR at the risk and expense of LESSEE, and LESSOR in no event shall be responsible for the preservation or safekeeping thereof, except as otherwise provided by applicable law. If any property shall remain in the Premises or in the possession of LESSOR and shall not be retaken by LESSEE or repossessed by LESSOR under the terms of this Agreement, said property shall conclusively be deemed to have been forever abandoned by LESSEE.

e. If this Agreement is terminated for any reason whatsoever or if LESSOR should re-enter the Premises as a result of any breach of LESSEE hereunder without terminating this Agreement, LESSEE covenants, any other covenant herein to the contrary notwithstanding (except where this Agreement is terminated following eminent domain proceedings), that (i) the Premises shall then be in the condition required by all applicable provisions of this Agreement, and (ii) LESSEE shall perform any covenant contained in this Agreement for the making of any repair, improvement, alteration or betterment to the Premises or for restoring or rebuilding any part thereof. For the breach of either of the foregoing obligations, LESSOR shall be entitled to recover and LESSEE shall pay forthwith, without notice or other action by LESSOR, the then reasonable cost of performing such obligation(s), together with interest at the Default Rate.

f. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the LESSOR of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity by statute or otherwise shall not preclude the simultaneous or later exercise by LESSOR of any other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. In the event of default beyond any applicable cure period of any of the terms, provisions, covenants, conditions, rules and regulations of this Agreement, LESSOR shall have the right to injunction and the right to invoke any remedy permitted to LESSOR in law or in equity, including termination of this Agreement.

g. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

28. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect to which LESSOR must regularly comply in its normal course of business, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE, in which event LESSEE shall be responsible for such compliance.

29. CASUALTY. In the event of damage by fire or other casualty to the Tower that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration of the Tower required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Similarly, after such casualty and before such restoration is complete, LESSOR shall also have the right to terminate this Agreement upon fifteen (15) days prior written notice to LESSEE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Tower is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, either Party, in that Party's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt that Party's operations at the Premises for more than forty-five (45) days, that Party may, at that Party's option, to be exercised in writing within fifteen (15) days after written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If either Party does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of

such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/ AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Tower substantially in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws") to which LESSOR must regularly comply in its normal course of business. LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; (b) all Laws relating to LESSEE's improvements; and (c) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. PREMISES "AS IS". Except as otherwise set forth in this Agreement, LESSEE is accepting the Premises "As Is" and without warranty from LESSOR as to the fitness of the Premises for any particular purpose and LESSEE will use and occupy the Premises at its own risk as set forth in this Agreement.

34. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

36. NO PARTNERSHIP. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture of or between LESSOR and LESSEE, or to create any other relationship between the parties hereto other than that of lessor and lessee.

37. MECHANICS' LIENS. LESSEE shall not do or suffer anything to be done whereby the Premises or the Property may be encumbered by any mechanics' liens or any other liens. LESSEE shall, whenever and as often as any such liens are filed against the Premises

and/or the Property purporting to be for labor or material furnished or to be furnished to LESSEE, discharge the same of record within thirty (30) days after the date of such filing by payment, bonding or otherwise as provided by law. LESSEE, upon notice and request in writing from LESSOR, shall also defend LESSOR, at LESSEE's sole cost and expense with counsel reasonable approved by LESSOR, any action, suit or proceeding which may be brought on or for the enforcement of such lien and will pay any damages and satisfy and discharge any judgements entered in such action, suit or proceeding and save harmless LESSOR from any liability, claim, damages, costs and expenses, including reasonable attorneys' fees resulting therefrom. In default of LESSEE procuring the discharge, as aforesaid, of any such lien, LESSOR may, without further notice, procure the discharge thereof by bonding, payment or otherwise, and all costs and expenses to which LESSOR may be put in obtaining such discharge shall be paid by LESSEE as additional rent within thirty (30) days after notice from LESSOR of amount due.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF AVON LAKE, OHIO

By: Board of Municipal Utilities

By: _____

Name: Todd A. Danielson

Title: Chief Utilities Executive

Date: _____

And: _____

Name: Gregory J. Zilka

Title: Mayor

Date: _____

LESSEE:

NEW PAR d/b/a Verizon Wireless

By: Verizon Wireless (VAW) LLC, Its General Partner

By: _____
Name: Lynn Ramsey
Title: Vice President-Field Network
Date: _____

Approved as to form:

Abraham Lieberman, Law Director
City of Avon Lake, Ohio
Date: _____

STATE OF OHIO,
COUNTY OF LORAIN, SS:

BEFORE ME, a Notary Public in and for said county and state, personally appeared Todd A. Danielson, the Chief Utilities Executive of the Avon Lake Board of Municipal Utilities, and Gregory J. Zilka, the Mayor of the City of Avon Lake, an Ohio municipal corporation, the municipal corporation which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officials and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon Lake, Ohio, this _____ day of _____, 2016.

NOTARY PUBLIC

(Seal)

My commission expires _____

STATE OF ILLINOIS,
COUNTY OF COOK, SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Lynn Ramsey, the Vice President-Field Network of Verizon Wireless (VAW) LLC, the General Partner of New Par, a Delaware partnership, d/b/a Verizon Wireless, on behalf of the limited liability company and partnership.

Signature

My commission expires:

Exhibit "A"
(Sketch of Property)

Exhibit "B"

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

12 panel antennas @ centerline of 113'6"
6 coax cables
3 Hybrid fiber cables
3 OVP Boxes
12 Remote Radio Heads

Exhibit "C"
(Survey)

SEE ATTACHED

01/29/16

Avon Lake Municipal Utilities
Water Fund 701 Expenses
 February 2, 2016

Name	Amount	Memo	Account
Feb 2, 16			
1. Water Employees	55,906.58	Salaries P/R#3 01/11/16-01/24/16	701 5-180 7-102-...
2. Water Employees	1,216.77	PartTime P/R#3 01/11/16-01/24/16	701 5-180 7-105-...
3. Water Employees	4,148.62	Overtime P/R#3 01/11/16-01/24/16	701 5-180 7-106-...
4. Ester, Leslie	20.00	2 Employee Meal Allowances-LS	701 5-180 7-200-...
5. Medical Mutual of Ohio	127.94	Med Mutual Pmt 01/20/16	701 5-180 7-203-...
6. Medical Mutual of Ohio	1,532.16	Med Mut Opt-Out P/R #2	701 5-180 7-203-...
7. Medical Mutual of Ohio	-1,671.59	Med Mut Emp Contrib P/R #2	701 5-180 7-203-...
8. PERS	19,701.30	PERS - December 2015 Wages	701 5-180 7-209-...
9. Medicare	920.62	Medicare - P/R#1 12/27/15	701 5-180 7-212-...
10. Medicare	959.48	Medicare - P/R#2 01/10/16	701 5-180 7-212-...
11. PERS	2,727.00	PERS Pickup - December 2015 Wages	701 5-180 7-219-...
12. Bobel's	368.09	1/2-Office Supplies-KK/LS	701 5-180 8-601-...
13. Neopost USA Inc.	175.20	1/2-InkCartridge for Postage Meter-LS	701 5-180 8-601-...
14. Shamrock	1,248.93	1/2-Print/Mail 4th Qtr 2015 Bills-RRE	701 5-180 8-601-...
15. Staples	170.81	1/2-Office Supplies-LS	701 5-180 8-601-...
16. U.S. Bank	339.94	1/2-Lease Pmt-Ricoh Copiers-TAD	701 5-180 8-601-...
17. Bonded Chemicals Inc.	36,534.85	20.185 Tons Carbons-SH	701 5-180 8-602-...
18. Jones Chemicals Inc.	3,000.00	6 Tons Chlorine-SH	701 5-180 8-602-...
19. USALCO	9,038.72	74.35 Tons Alum-SH	701 5-180 8-602-...
20. ABC Equipment Rental	314.53	Maintenance Supplies-RK	701 5-180 8-603-...
21. Discount Drug Mart	58.86	Maintenance Supplies-LS	701 5-180 8-603-...
22. Grainger Inc.	273.80	Maintenance Supplies-SH	701 5-180 8-603-...
23. Active Plumbing Supply	134.29	Maintenance Supplies-RK	701 5-180 8-603-...
24. Trico Oxygen Company	75.57	1/2-Maintenance Gases-RK	701 5-180 8-603-...
25. Xylem Dewatering Solutions...	83.69	1/2-Maintenance Supplies-RK	701 5-180 8-603-...
26. BNR, Inc.	250.87	Chlorine Lines-SH	701 5-180 8-607-...
27. Eaton Corporation	1,915.00	Troubleshoot Breaker - SH	701 5-180 8-607-...
28. FCX Performance Inc.	2,513.36	Repair Actuators-SH	701 5-180 8-607-...
29. Grainger Inc.	468.32	Equipment Maintenance-SH	701 5-180 8-607-...
30. McMaster-Carr Supply	2,927.90	Equipment Maintenance-SH	701 5-180 8-607-...
31. HD Supply Waterworks, Ltd.	1,148.51	Equipment Maintenance-SH	701 5-180 8-607-...
32. Jack Doheny Supplies Ohio ...	245.05	1/2-Vactor Parts-RK	701 5-180 8-607-...
33. Complete Concrete	700.00	Core Drill @Water Plant-SH	701 5-180 8-612-...
34. Indy Equipment	213.14	Stock-RK	701 5-180 8-612-...
35. Harold Archer & Sons	831.87	1/2-99.77 Tons Stone-RK	701 5-180 8-612-...
36. Alloway	210.00	Quarterly DBP's-SH	701 5-180 8-615-...
37. Culligan of Cleveland	469.20	DI Rental & Supplies-SH	701 5-180 8-615-...
38. Environmental Resource As...	205.26	Standards for Metals-SH	701 5-180 8-615-...
39. Hach Company	2,200.00	Lab Supplies-SH	701 5-180 8-615-...
40. Illuminating Co.	17,900.11	Elect@Water Plant 12/17/15-1/18/16-SH	701 5-180 8-700-...
41. GDF Suez	46,270.17	Elect@WaPlant 12/17/15-1/18/16-SH	701 5-180 8-700-...
42. Columbia Gas	26.15	GasSvc@WTP Lab 12/17/15-1/20/16-...	701 5-180 8-700-...
43. Columbia Gas	1,250.52	GasSvc@WaPlant 12/17/15-1/20/16-SH	701 5-180 8-700-...
44. Columbia Gas	568.81	GasSvc@WTP Garage 12/17/15-1/20/16-...	701 5-180 8-700-...
45. Columbia Gas	29.42	GasSvc@WTP Aux 12/17/15-1/20/16-...	701 5-180 8-700-...
46. Time Warner Cable	74.50	1/2-Internet Svc 1/14/16-2/13/16-RRE	701 5-180 8-700-...
47. AWWA	182.00	AWWA Membership-L.Ester-LS	701 5-180 8-701-...
48. Bay Mechanical & Electrical ...	500.00	Crane Service-SH	701 5-180 8-701-...
49. Daniel J. Talarek, Lorain Co...	1,432.64	2015 Property Tax-Lear WaTower-TAD	701 5-180 8-701-...
50. NE District Ohio Section A...	630.00	Fall Meeting Registration Fee-SH	701 5-180 8-701-...
51. Norris Screen & Mfg., LLC	11,050.00	Ice Prevention Project-TAD	701 5-180 8-701-...
52. Pro OnCall Technologies	79.50	1/2-Telephone Svc@201 Miller-RRE	701 5-180 8-701-...
53. Solar Testing Laboratories, I...	1,386.50	Testing/Inspections SIP Pjt-12/14/15-1...	701 5-180 8-701-...
54. Fuelman of Northern Ohio	315.65	1/2-Fuel for Vehicles 1/4/15-1/17/16-LS	701 5-180 8-707-...

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Avon Lake Municipal Utilities
Water Fund 701 Expenses
February 2, 2016

Name	Amount	Memo	Account
55. Advance Auto Parts	155.00	1/2-Truck Parts-RK	701 5-180 8-707-...
56. AutoZone	3.96	Msic Truck Parts-RK	701 5-180 8-707-...
57. Fisher Auto Parts Inc.	241.88	1/2-Misc Truck Parts & Tools-RK	701 5-180 8-707-...
58. Petroliance	387.34	1/2-Motor Oil-RK	701 5-180 8-707-...
59. Sylvester Truck & Tire Servi...	117.11	1/2-Tire Repair-RK	701 5-180 8-707-...
60. Grainger Inc.	332.11	Building Maintenance-SH	701 5-180 8-708-...
61. Higey Mechanical Service, I...	5,700.00	Labor/Material to Install Heater-SH	701 5-180 8-708-...
62. The Salt Connection Inc.	642.38	1/2-Rock Salt & Ice Melt-RK	701 5-180 8-708-...
63. Jani-King of Cleveland	322.50	1/2-CleaningSvc@201 Miller-Feb 2016...	701 5-180 8-709-...
64. Speed Exterminating Comp...	30.00	1/2-Exterminating@201Miller-Jan 201...	701 5-180 8-709-...
65. GDF Suez	962.41	ElecSvc@201Miller 12/9/15-1/8/16-RRE	701 5-180 8-711-...
66. Shamrock	444.48	1/2-UBill Fees-Dec. 2015-RRE	701 5-180 8-907-...
67. Kopf Builders	12.45	Refund Cr Bal on Closed Account-LS	701 9-180 8-901-...
Feb 2, 16	<u>242,752.23</u>		

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Avon Lake Municipal Utilities
Wastewater Fund 721 Expenses
 February 2, 2016

Name	Amount	Memo	Account
Feb 2, 16			
1. Wastewater Employees	53,093.42	Salaries P/R#3 01/11/16-01/24/16	721 5-190 7-102...
2. Wastewater Employees	5,946.16	PartTime P/R#3 01/11/16-01/24/16	721 5-190 7-105...
3. Wastewater Employees	3,143.12	Overtime P/R#3 01/11/16-01/24/16	721 5-190 7-106...
4. Mitchell, Dale	10.00	1 Employee Meal Allowance-LS	721 5-190 7-200...
5. Spinks, Joshua D.	10.00	1 Employee Meal Allowance-LS	721 5-190 7-200...
6. Medical Mutual of Ohio	121.81	Med Mutual Prmt 01/20/16	721 5-190 7-203...
7. Medical Mutual of Ohio	766.08	Med Mut Opt-Out P/R #2	721 5-190 7-203...
8. Medical Mutual of Ohio	-1,691.82	Med Mut Emp Contrib P/R #2	721 5-190 7-203...
9. Dependent Health Care	199.46	Dependent Healthcare - Nov & Dec. 2015	721 5-190 7-203...
10. PERS	19,075.85	PERS - December 2015 Wages	721 5-190 7-209...
11. Medicare	942.09	Medicare - P/R#1 12/27/15	721 5-190 7-212...
12. Medicare	977.40	Medicare - P/R#2 01/10/16	721 5-190 7-212...
13. PERS	2,093.68	PERS Pickup - December 2015 Wages	721 5-190 7-219...
14. Avon Lake Printing	54.00	DoorHangers-Mull/Norman-EW	721 5-190 8-601...
15. Bobel's	330.48	1/2-Office Supplies-KK/LS	721 5-190 8-601...
16. Neopost USA Inc.	175.20	1/2-InkCartridge for Postage Meter-LS	721 5-190 8-601...
17. Shamrock	1,248.93	1/2-Print/Mail 4th Qtr 2015 Bills-RRE	721 5-190 8-601...
18. Staples	170.81	1/2-Office Supplies-LS	721 5-190 8-601...
19. U.S. Bank	339.93	1/2-Lease Prmt Ricoh Copiers-TAD	721 5-190 8-601...
20. Bonded Chemicals Inc.	3,896.93	8.6985 Tons Ferric Chloride-SB	721 5-190 8-602...
21. Bonded Chemicals Inc.	3,387.20	21.17 Tons Lime-SB	721 5-190 8-602...
22. Kemira Water Solutions I...	1,135.33	4559 Gals Ferrous Chloride-SB	721 5-190 8-602...
23. Polydyne Inc.	7,216.00	Polymer-SB	721 5-190 8-602...
24. ABC Equipment Rental	366.51	Maintenance Supplies-RK	721 5-190 8-603...
25. Discount Drug Mart	62.45	Maintenance Supplies-LS	721 5-190 8-603...
26. Grainger Inc.	34.11	Maintenance Supplies-SB	721 5-190 8-603...
27. Trico Oxygen Company	75.56	1/2-Maintenance Gases-RK	721 5-190 8-603...
28. Xylem Dewatering Soluti...	83.68	1/2-Maintenance Supplies-RK	721 5-190 8-603...
29. Xylem YSI	3,669.27	Sensolyt Probe-SB	721 5-190 8-607...
30. Zoro	290.02	Equipment Maintenance-SB	721 5-190 8-607...
31. Jack Doheny Supplies O...	245.05	1/2-Vactor Parts-RK	721 5-190 8-607...
32. Indy Equipment	344.85	Stock-RK	721 5-190 8-612...
33. Harold Archer & Sons	831.87	1/2-99.77 Tons Stone-RK	721 5-190 8-612...
34. Culligan of Cleveland	75.60	DI Rental-SH	721 5-190 8-615...
35. Hach Company	1,656.55	Lab Supplies-SH	721 5-190 8-615...
36. GDF Suez	2,271.96	ElecSvc@WPCC 12/6/15-1/7/16-SB	721 5-190 8-700...
37. Columbia Gas	599.72	GasSvc@WPCC 11/17/15-12/17/15-SB	721 5-190 8-700...
38. Interstate Gas Supply, Inc.	1,005.09	Gas @Sw Plant-December 2015-SB	721 5-190 8-700...
39. Time Warner Cable	265.77	Telephone/Internet Svc 1/22/16-2/21/16-SB	721 5-190 8-700...
40. Time Warner Cable	74.50	1/2-Internet Svc 1/14/16-2/13/16-RRE	721 5-190 8-700...
41. GDF Suez	124.96	Elect@Center P.S. 12/6/15-1/7/16-RK	721 5-190 8-700...
42. Columbia Gas	26.15	GasSvc@Center P.S. 12/17/15-1/20/16-RK	721 5-190 8-700...
43. Chronicle Telegram	1,616.75	Misc Ads for Bids (Mull/Norman)-RRE	721 5-190 8-701...
44. Daniel J. Talarek, Lorain ...	1,050.50	2015 Property Taxes-WPCC Cell Tower-TAD	721 5-190 8-701...
45. Pro OnCall Technologies	79.50	1/2-Telephone Svc@201 Miller-RRE	721 5-190 8-701...
46. Solar Testing Laboratorie...	13,204.70	Geotechnical Svc-Fairfield/Inwood/Berkshir...	721 5-190 8-701...
47. Treasurer, State of Ohio	3,554.41	Annual Sewage Sludge Fee-RRE	721 5-190 8-701...
48. Republic Services	30,382.10	Sludge Disposal - December 2015-SB	721 5-190 8-702...
49. Fuelman of Northern Ohio	315.64	1/2-Fuel for Vehicles 1/4/16-1/17/16-LS	721 5-190 8-707...
50. AutoZone	37.80	Misc Truck Parts-RK/SB	721 5-190 8-707...
51. Advance Auto Parts	155.00	1/2-Truck Parts-RK	721 5-190 8-707...
52. Fisher Auto Parts Inc.	241.88	1/2-Misc Truck Parts & Tools-RK	721 5-190 8-707...
53. Petroliance	387.33	1/2-Motor Oil-RK	721 5-190 8-707...
54. Sylvester Truck & Tire S...	117.10	1/2-Tire Repair-RK	721 5-190 8-707...

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Avon Lake Municipal Utilities
Wastewater Fund 721 Expenses
February 2, 2016

Name	Amount	Memo	Account
55. Athos Contracting	12,000.00	Paint Metal & Pipe on Digester-SB	721 5-190 8-708...
56. Grainger Inc.	1,312.38	Building Maintenance-SB	721 5-190 8-708...
57. The Salt Connection Inc.	642.38	1/2-Rock Salt & Ice Melt-RK	721 5-190 8-708...
58. Jani-King of Cleveland	322.50	1/2-CleaningSvc@201Miller-Feb 2016-RRE	721 5-190 8-709...
59. Speed Exterminating Co...	30.00	1/2-Exterminating@201Miller-Jan 2016-RRE	721 5-190 8-709...
60. Shamrock	444.48	1/2-UBill Fees-Dec 2015-RRE	721 5-190 8-907...
61. Kopf Builders	20.00	Refund Cr Bal on Closed Account-LS	721 9-190 8-901...
Feb 2, 16	<u>180,660.18</u>		

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Avon Lake Municipal Utilities
MOR Fund 703 Expenses - ETL1
February 2, 2016

Name	Amount	Memo	Account
Feb 2, 16			
1. GDF Suez	8,761.52	Elect@Moore P.S. 12/9/15-1/9/16-RRE	703 5-180 8-703...
2. Direct Energy	6.57	Elect Svc@Moore PRV 12/10/15-1/9/16...	703 5-180 8-743...
Feb 2, 16	<u>8,768.09</u>		

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Avon Lake Municipal Utilities
MOR Fund 762 Expenses - ETL2
February 2, 2016

Name	Amount	Memo	Account
Feb 2, 16			
1. Jones Chemicals Inc.	295.00	Chlorine @Island P.S.-SH	762 5-180 8-74...
Feb 2, 16	<u>295.00</u>		

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Avon Lake Municipal Utilities
LORCO Fund 749 Expenses
February 2, 2016

Name	Amount	Memo	Account
Feb 2, 16			
1. Firstmerit	54.32	Charge for Deposit Tickets	749 5-190 8-601...
2. RLCWA	134.33	Water Used 12/2/15-1/4/16-RRE	749 5-190 8-700...
3. Daniel J. Talarek, Lorain...	36.72	2015 Property Taxes-RRE	749 5-190 8-701...
4. Firstmerit	9.48	Paper for Credit Card Machine	749 5-190 8-907...
Feb 2, 16	<u>234.85</u>		

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Avon Lake Municipal Utilities
Water Works Construction Fund 704 Expenses
February 2, 2016

	Name	Amount	Memo	Account
	Feb 2, 16			
1.	Underground Utilities I...	62,284.60	Pmt #18-Moorewood Water Line Pjt-RRE	704 5-180 8-75...
2.	Underground Utilities I...	6,535.71	Pmt #19-Moorewood Water Line Pjt-RRE	704 5-180 8-75...
3.	MWH	130,000.00	Consulting Svc-SIP Pjt 10/30/15-11/27/...	704 5-180 8-80...
	Feb 2, 16	<u>198,820.31</u>		

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Avon Lake Municipal Utilities
Sewer System Construction - Fund 724
February 2, 2016

<u>Name</u>	<u>Amount</u>	<u>Memo</u>	<u>Account</u>
Feb 2, 16			
1. Underground Utilities Inc.	651,957.22	Pmt #18-Moorewood Sw Project-RRE	724 5-190 9-751-...
2. Underground Utilities Inc.	68,411.82	Pmt #19-Moorewood Sw Project-RRE	724 5-190 9-751-...
Feb 2, 16	<u><u>720,369.04</u></u>		