

Avon Lake Board of Municipal Utilities

AGENDA

For

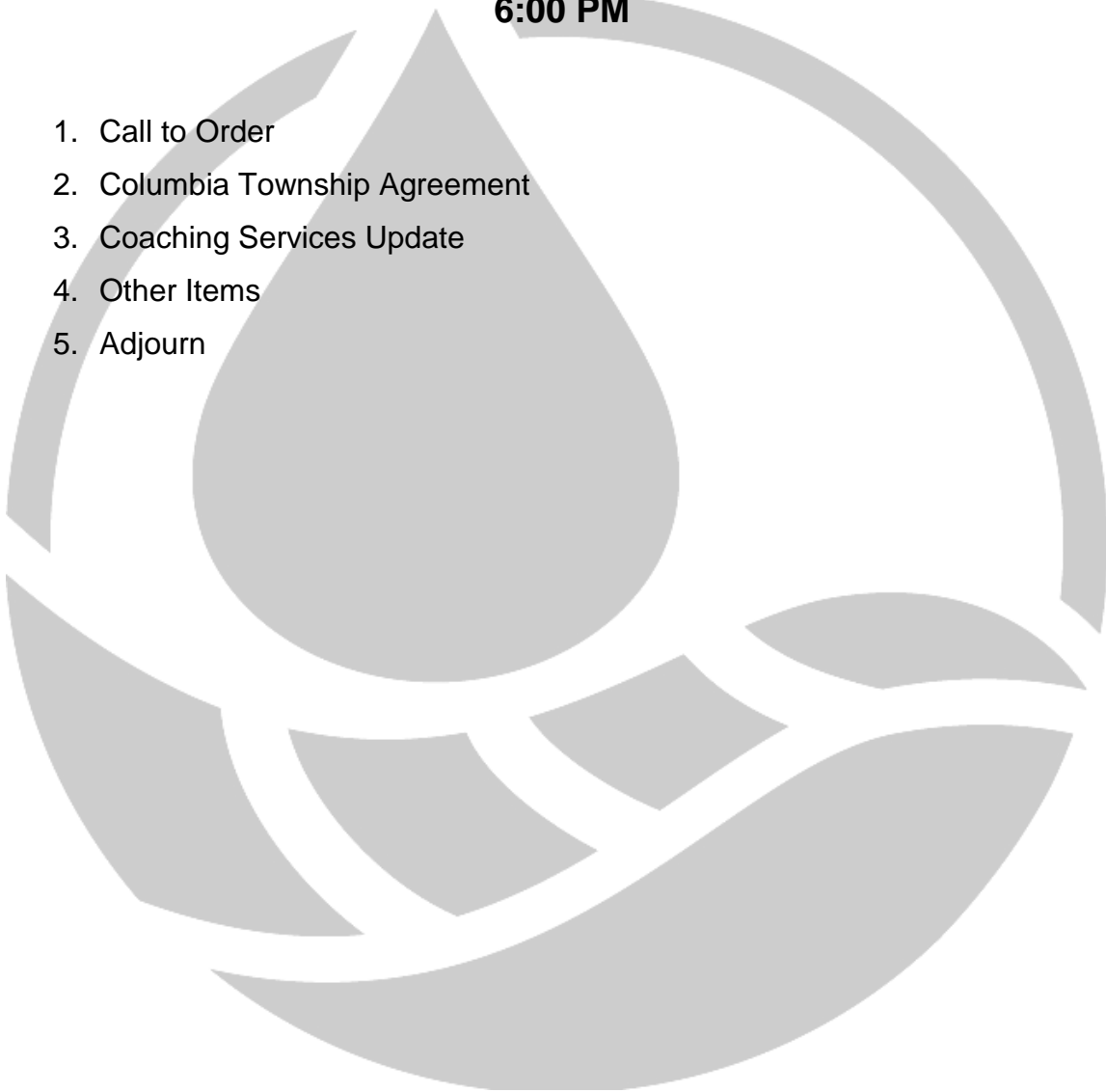
WORK SESSION

Tuesday

September 17, 2019

6:00 PM

1. Call to Order
2. Columbia Township Agreement
3. Coaching Services Update
4. Other Items
5. Adjourn



Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**

From: **Todd Danielson & Rob Munro**

Subject: **Agenda Items – September 17, 2019, Work Session**

Date: **September 13, 2019**

Item 1: **Call to Order**

Item 2: **Columbia Township Agreement – TAD**

During LORCO Executive Director Toy's regular updates, he has mentioned the "Fetchet" parcel in Columbia Township. This parcel is about 500 acres and is located in Lorain County's Facility Planning Area. Lorain County is unable to serve the parcel directly and has reached out to LORCO to potentially partner to serve that parcel and the rest of Columbia Township. Lorain County would be responsible for the collection and customer management. LORCO would receive all of the wastewater at a point and convey it to Avon Lake Regional Water for treatment. To this end, Executive Director Toy and the CUE have been working with Lorain County to negotiate the attached draft service agreement. The draft is near a final stage and the Executive Director/CUE have a few final items they are negotiating. While it is inappropriate to request wholesale changes, the CUE is interested to know if there is support for the agreement and if there are other comments from the Board that we should attempt to negotiate into the agreement. Below are the highlights, benefits, drawbacks, and areas we intend to continue negotiating.

Agreement Highlights:

- The County will be responsible for ownership and operation of the collection system within the area.
- LORCO would accept wastewater generated and convey it to Avon Lake Regional Water for treatment.
- 40-year term, with successive 20-year renewals.
- The County could provide 1-year cancellation notice if LORCO's rates are within 10% of a competitor or if their flow reaches 80% of the pre-agreed capacity. However, LORCO/Avon Lake Regional Water has the opportunity to respond how we will address this.
- Parcels without existing buildings to be served at the time the sewers are constructed would be required to pay the LORCO Capital Recovery Fee (currently \$4,000). Parcels with existing buildings would be exempted.
- Because LORCO will not be operating or maintaining the collection system or billing individual customers, they are agreeing to a bulk rate that is 19% lower than the retail rate charged to individual LORCO customers.

- The County is responsible to pay for wet weather flows in excess of a 4:1 wet:dry flow ratio.

Benefits:

- This agreement is being considered to help the development of the “Fetchet” parcel, which could lead to 850 new connections (~\$3.4 million in capital recovery revenue).
- It could significantly increase flows/monthly revenue.
- It requires the County to pay for excessive wet weather flows, which incentivizes them to make repairs.
- LORCO does not have to maintain the system or bill individual customers.
- This agreement could serve as a model for Eaton Estates and Brentwood Village, which could provide another 700-800 connections to LORCO’s system (albeit, without connection revenue).

Drawbacks:

- It precludes existing buildings from needing to pay connection fees (which is the way we approached the Trunk Sanitary Sewer Fee in the 80’s).
- LORCO/Avon Lake Regional Water are relying on the County to determine the customer usage and remit payment to us.

Comments:

- We will try to negotiate that the date for “existing buildings” will be as of the signing of this agreement, rather than when sewers become available, and further define an “existing building” as one connected to some form of wastewater treatment system.
- We will try to negotiate allowing us to regularly receive meter/billing records to assure we are being paid appropriately.
- We will try to negotiate a mechanism for requiring the County to address wet weather flows, should they become problematic.

Item 3: Coaching Services Update – TAD

As part of his quarterly onsite meetings, David Miles will be in town on September 17th. He will attend the meeting and provide a brief update regarding the services he is providing.

Item 4: Other Items

Item 5: Adjourn

SANITARY SEWER SERVICE AGREEMENT

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

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

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

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

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

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

WHEREAS, Avon Lake Regional Water has established, owns, and operates a sanitary sewerage system, at the intersection of Hawke Road and State Route 82; and

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

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

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

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

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

ARTICLE 1 - TERM; DESIGNATIONS

- 1.01 The term of this AGREEMENT shall be for an initial term of forty (40) years commencing _____, and shall automatically be renewed for terms of twenty (20) years subject to termination upon written notice of one (1) year prior to the commencement of each renewal period. Lorain County may elect to terminate this agreement upon written notice of one (1) year as detailed in Section 2.04.
- 1.02 This AGREEMENT supersedes any and all prior agreements, communications, and representations, whether oral or written, made between the parties hereto for the DISTRICT. This AGREEMENT contains all of the promises, agreements, conditions, inducements, and understandings between the COUNTY, CITY and LORCO and there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, express or implied, other than as set forth in this AGREEMENT.
- 1.03 As sanitary sewers extensions are planned, designed and constructed within the DISTRICT, the COUNTY, CITY and LORCO agree to give their approval for parcels with access to the sanitary sewer extensions and to cooperate in securing the appropriate adjustments to the 208 Plan designation from the Facilities Planning Area (FPA) of the COUNTY to the FPA of the Avon Lake/LORCO Phase 1, with the COUNTY remaining the Designated Management Agency (DMA) responsible for owning, operating and maintaining the sanitary sewers within the DISTRICT, and allow LORCO and the CITY to accept wastewater flow from the requested parcel(s), according to the terms and conditions of this AGREEMENT. The COUNTY retains the exclusive jurisdiction in determining the construction of sanitary sewers within the DISTRICT and under no circumstances shall the COUNTY be obligated to provide sanitary sewer service to any parcel within the DISTRICT.
- 1.04 Lorain County may elect to construct a separate sanitary sewer system and direct flows to a different FPA and terminate this Agreement pursuant to Article 1.01, and all parties will consent to securing the appropriate modifications to the FPA, thereby rendering this Agreement null and void with no further obligations from either party, should any of the following conditions apply:
 - 1.04.1 The rates charged by LORCO/CITY to the COUNTY are within 10-percent of the average monthly rates charged by the other available FPA option(s).
 - 1.04.2 The COUNTY notifies LORCO that the utilized capacity is at or above 80 percent of the reserved capacity as outlined in Section 5.07.01 and LORCO is not capable of providing a plan for additional capacity within a one year timeframe after being notified by the COUNTY and/or is not capable of constructing additional capacity within a two-year timeframe after being notified by the COUNTY.

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

ARTICLE 2 - SERVICE AREA AND SERVICE

- 2.01 Parcels of property located within the District (hereafter called "PARCELS") as shown in Exhibit A – "DISTRICT" shall be permitted access to the LORCO sanitary sewer system, such that sanitary wastewater flow emanating from said PARCELS shall be collected by COUNTY and directed to the LORCO collection system and directed for treatment to sanitary wastewater treatment facilities of CITY. Access to the LORCO sanitary sewer system for treatment of sanitary wastewater shall not be denied by LORCO to PARCELS, provided the conditions hereafter set forth in Sections 2.02, 2.03 and 2.04 are met.
- 2.02 Connection to the LORCO sanitary sewer system shall be limited to parcels requesting said connection that have developed an agreement that is acceptable with the COUNTY for providing sanitary sewer service as outlined in Section 1.03 or for parcels that the COUNTY has deemed acceptable for connection to the sanitary sewer at the COUNTY's sole discretion. Any sanitary sewer extensions to serve areas outside of the PARCELS shown on Exhibit A – "DISTRICT" within the Lorain County Facility Planning Area cannot occur without the written consent of all parties to this agreement.
- 2.03 PARCELS, in order to be permitted access to LORCO sanitary sewer lines and CITY sanitary wastewater treatment facilities, must fulfill the following conditions:
- 2.03.1 Be in compliance with all applicable laws, rules, and regulations of the COUNTY and LORCO as well as State and Federal governmental and regulatory agencies with appropriate jurisdiction.
- 2.03.2 All appropriate permit applications/registrations required by the rules and regulations of the COUNTY must be made and procured, which shall be identical to those required of other COUNTY customers except as noted within this AGREEMENT.
- 2.03.3 It is recognized and acknowledged by all parties that by entering into this Agreement the COUNTY does not agree, expressly or impliedly, that it is required to construct connector sewer lines within the DISTRICT to any PARCELS and that constructing sewers within the DISTRICT is at the COUNTY's sole discretion.
- 2.04 All sewage accepted by LORCO from the DISTRICT shall be received through the existing sanitary sewer located at the intersection of Hawke Road and State Route 82 as shown in Exhibit A or through future expansions as agreed upon by all parties to this agreement. Subject to Section 1.04, in the future, should an alternative sewer connection become available, the County may terminate the connection to the LORCO

sanitary sewer system and begin sending flows through the alternative sewer connection, thereby terminating this agreement, without penalty. Any tap-in fee paid to LORCO during the life of this agreement is non-refundable, either to the User or to the County.

ARTICLE 3 - RATES AND CHARGES

- 3.01 Rates and charges for sanitary sewer service shall be broken into two categories: parcels with existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed and parcels without existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed.
- 3.02 Existing homes within the Plum Creek Subdivision that are connected to the Plum Creek WWTP, consisting of approximately 50 parcels, shall be exempt from connecting into the sanitary sewer until the COUNTY, at its sole discretion, decides to connect into the system. Once the COUNTY decides to take the existing Plum Creek treatment plant out of service and tie into the system, the residents shall be billed based on the existing building category as outlined in Section 3.03.
- 3.03 Parcels with existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed, in order to connect to the LORCO sanitary sewer system, shall pay the following rates and charges for waste collection and treatment to LORCO and the COUNTY at the time of connection. These fees do not include special assessments or other fees that the COUNTY may charge that may be developed as part of individual sewer agreements throughout the DISTRICT:
- 3.03.1 LORCO Capital Recovery Fee: Parcels as described in Section 3.03 above in this agreement are exempt from and shall not be charged this fee.
- 3.03.2 LORCO Tap-In Fee: Parcels as described in Section 3.03 above in this agreement are exempt from and shall not be charged this fee as LORCO is not responsible for the private building laterals built within the DISTRICT.
- 3.03.3 LORCO User Fees: This fee shall match the User Fees for the LORCO Phase 1 Sewer District (service area not included in the agreement), which is currently \$50.60 for the first 2,000 gallons monthly and \$7.70 per 1,000 gallons thereafter and includes the costs for treatment, operation and maintenance (O&M) and debt components. Because the County will be responsible for O&M services within the DISTRICT, the user fee shall be \$40.99 for the first 2,000 gallons monthly and \$6.24 per 1,000 gallons thereafter (81% of the fee for LORCO Phase 1 customers). Future LORCO User Fees within the DISTRICT will be charged proportionately (81%) based on the current LORCO Phase 1 User Fees.
- 3.03.4 County Inspection Fee: The COUNTY's inspection fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.

- 3.03.5 County Permit Fee: The COUNTY's permit fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.
- 3.03.6 County O,M&R Fee: This fee shall be based on the COUNTY's current O,M&R rate, which may be amended from time to time.
- 3.04 Parcels without existing buildings to be served by sanitary sewers at the time an accessible sanitary sewer is constructed, in order to connect to the LORCO sanitary sewer system, proposed buildings shall pay the following rates and charges for waste collection and treatment to LORCO or the COUNTY at the time of connection. These fees do not include special assessments or other fees that the COUNTY may charge that may be developed as part of individual sewer agreements throughout the DISTRICT:
- 3.04.1 LORCO Capital Recovery Fee: Parcels as described in Section 3.04 above of this agreement shall pay a capital recovery fee of \$4,000 per tap, which may be amended from time to time, but shall not exceed 2% annually from the date of this agreement.
- 3.04.2 LORCO Tap-In Fee: Parcels as described in Section 3.04 above in this agreement are exempt from and shall not be charged this fee as LORCO is not responsible for the private building laterals built within the DISTRICT.
- 3.04.3 LORCO User Fees: This fee shall match the User Fees for the LORCO Phase 1 Sewer District (service area not included in the agreement), which is currently \$50.60 for the first 2,000 gallons monthly and \$7.70 per 1,000 gallons thereafter and includes the costs for treatment, operation and maintenance (O&M) and debt components. Because the County will be responsible for O&M services within the DISTRICT, the user fee shall be \$40.99 for the first 2,000 gallons monthly and \$6.24 per 1,000 gallons thereafter (81% of the fee for LORCO Phase 1 customers). Future LORCO User Fees within the DISTRICT will be charged proportionately (81%) based on the current LORCO Phase 1 User Fees.
- 3.04.4 County Tap-In Fee: The COUNTY may charge the COUNTY tap-in fee at the current COUNTY tap-in fee rate.
- 3.04.5 County Inspection Fee: The COUNTY's inspection fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.
- 3.04.6 County Permit Fee: The COUNTY's permit fee shall be based on the COUNTY's rate at the time of connection to the sanitary sewer.
- 3.04.7 County O,M&R Fee: This fee shall be based on the COUNTY's current O,M&R rate, which may be amended from time to time.
- 3.05 Charges to all PARCELS for wastewater treatment usage shall be for actual water usage determined by meter readings taken by the acting water authority providing water to the PARCEL. For PARCELS utilizing private water wells, the PARCEL owner may install a

water meter approved by the COUNTY and LORCO at the time of connection to the sanitary sewer or alternatively pay a rate based upon an estimated usage of 4,500 gallons per month.

- 3.06 COUNTY or its designated representative shall be responsible for reading meters and submitting to LORCO sewer use fees as outlined in Section 3.03 and 3.04 on a monthly basis. The COUNTY will bill for, collect payment and remit payment to LORCO for said fees within 30 days of the monthly meter reading process.
- 3.07 The COUNTY reserves the right to charge for operations, maintenance and/or debt service/replacement of its local sewer collection system for any future COUNTY owned sanitary sewer extensions.
- 3.08 Parties hereto may only alter the method of charging, billing, and/or collecting fees and charges herein authorized by written AGREEMENT of all parties.
- 3.09 No portion of any current or future capital costs/debt service fees, water pollution control infrastructure or water pollution control projects within the LORCO collection system or CITY treatment facility shall be charged directly to DISTRICT customers by LORCO or the CITY, without prior written approval from the COUNTY, except as provided in Sections 3.03 and 3.04 of this agreement.

ARTICLE 4 - SURFACE WATER DRAINAGE

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

ARTICLE 5 - OWNERSHIP AND MAINTENANCE

- 5.01 LORCO and the CITY agree to receive, transport, and adequately treat all sanitary wastewater originating from the DISTRICT and to dispose of said sanitary wastewater in a lawful manner approved by the Ohio Environmental Protection Agency (OEPA), except in the event of a natural disaster or Act of God.
- 5.02 All flows shall be subject to the same loading surcharges and pretreatment ordinances and regulations as enforced by the CITY against their own customers.
- 5.03 LORCO agrees, subject to the conditions hereinafter set forth, to operate, maintain, and repair/replace the Avon Lake Regional Water-owned sanitary sewerage system. The COUNTY agrees to construct, own, operate, maintain and replace all sanitary sewers within the DISTRICT.
- 5.04 LORCO shall be permitted to enforce its Rules and Regulations without discrimination among sanitary sewerage system users served by LORCO.

- 5.05 LORCO agrees to immediately notify the COUNTY of any unusual condition which could interrupt the service to the DISTRICT. LORCO agrees to immediately repair any part of its system which could adversely affect the DISTRICT's collection system and/or system users.
- 5.06 COUNTY will issue permits to new users in addition to issuing the permits to connect to the system and performing the inspection for each installation. The COUNTY may have a representative present during the installation process at the COUNTY's expense. The COUNTY shall notify LORCO/Avon Lake Regional Water in advance of the connection so that they may have a representative present during the connection at the expense of LORCO/Avon Lake Regional Water.
- 5.07 The parties agree that the flows, as measured at the sanitary lift station shown on Exhibit A, shall not exceed any of the following limits:
- 5.07.01 "Dry Weather Flow" – The average allowable flow during dry weather, calculated over dry weather days from April 1 through September 30 of each year, shall not exceed 500,000 gallons per day. Dry weather is defined as any day between April 1st and September 30th with 0.1 inches of rain or less in the preceding 72-hour period. For each calendar year, all days fitting this description shall be considered a dry weather day and be utilized for the Average Daily Dry Weather Flows calculation.
- 5.07.02 "Average Daily Flow" – The Average Daily Flow is calculated by taking the total flow for the calendar year and dividing by 365, assuming that the growth rate has not exceeded 10% within the same calendar year.
- 5.07.03 "Wet Weather Flow" – Wet Weather Flow is defined as any day that does not fall within the Dry Weather Flow category outlined in Section 5.07.01.
- 5.07.04 Reserved Capacity/Peak Instantaneous Flows for the COUNTY are 1,000 gallons per minute, which will be the maximum pumping capacity at the lift station shown in Exhibit A.
- 5.07.05 Once the "Dry Weather Flows" exceed 50,000 gallons per day as measured at the COUNTY's lift station as shown in Exhibit A, "Wet Weather Day Flows" shall not exceed "Average Daily Flows" by a ratio of 3:1. In the event that the 4:1 flow ratio is exceeded, the COUNTY shall pay for all flows in excess of the 4:1 ratio at the current LORCO rate per 1,000 gallons.

ARTICLE 6 - MODIFICATION

- 6.01 This AGREEMENT may be modified only by written agreement executed by all parties hereto.
- 6.02 All parties understand and acknowledge that the sanitary sewer systems are subject to regulation by State and Federal laws, rules and regulations, and/or by the United States EPA or Ohio EPA. To the extent that any party hereto becomes subject to an order of any of the aforesaid regulator entities, this AGREEMENT shall be interpreted and/or

modified in a manner consistent with such laws, rules and regulations to the extent that will reasonably allow the performance of the terms of this AGREEMENT by all parties in a manner which will achieve compliance with any such order.

ARTICLE 7 - GOVERNING LAW, REGULATIONS

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

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.01 In any event any term or provision of this AGREEMENT shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this AGREEMENT shall be interpreted and construed as if such term or provision, to the extent the same have been held to be invalid, illegal, or unenforceable had never been contained herein.

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

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

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

ARTICLE 9 - NOTICES

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

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

LORCO
PO Box 158
22898 West Road
Wellington, Ohio 44090

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

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

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

Chief Utilities Executive
Avon Lake Regional Water
201 Miller Road
Avon Lake, Ohio 44012

ARTICLE 10 - DISPUTE RESOLUTION

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

ARTICLE 11 - GENERAL PROVISIONS

11.01 The failure of any party to insist upon the strict performance of any of the covenants, conditions, or provisions of this AGREEMENT, or to declare a breach for any violation thereof, shall not be construed as a waiver or relinquishment of the future right to insist upon the strict compliance with all of the covenant, condition, or provision, if the violation is continued or repeated.

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

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

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

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

ARTICLE 12 – LIST OF EXHIBITS

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

Exhibit A: DISTRICT

LORAIN COUNTY:

ACCEPTED BY: _____
LORAIN COUNTY BOARD OF COMMISSIONERS

DATE

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

DATE

RECOMMENDED BY: _____
LORAIN COUNTY SANITARY ENGINEER

DATE

LORAIN COUNTY RURAL WASTEWATER DISTRICT (LORCO):

ACCEPTED BY: _____
PRESIDENT

DATE

APPROVED AS TO FORM BY: _____
LEGAL COUNSEL

DATE

RECOMMENDED BY: _____
EXECUTIVE DIRECTOR

DATE

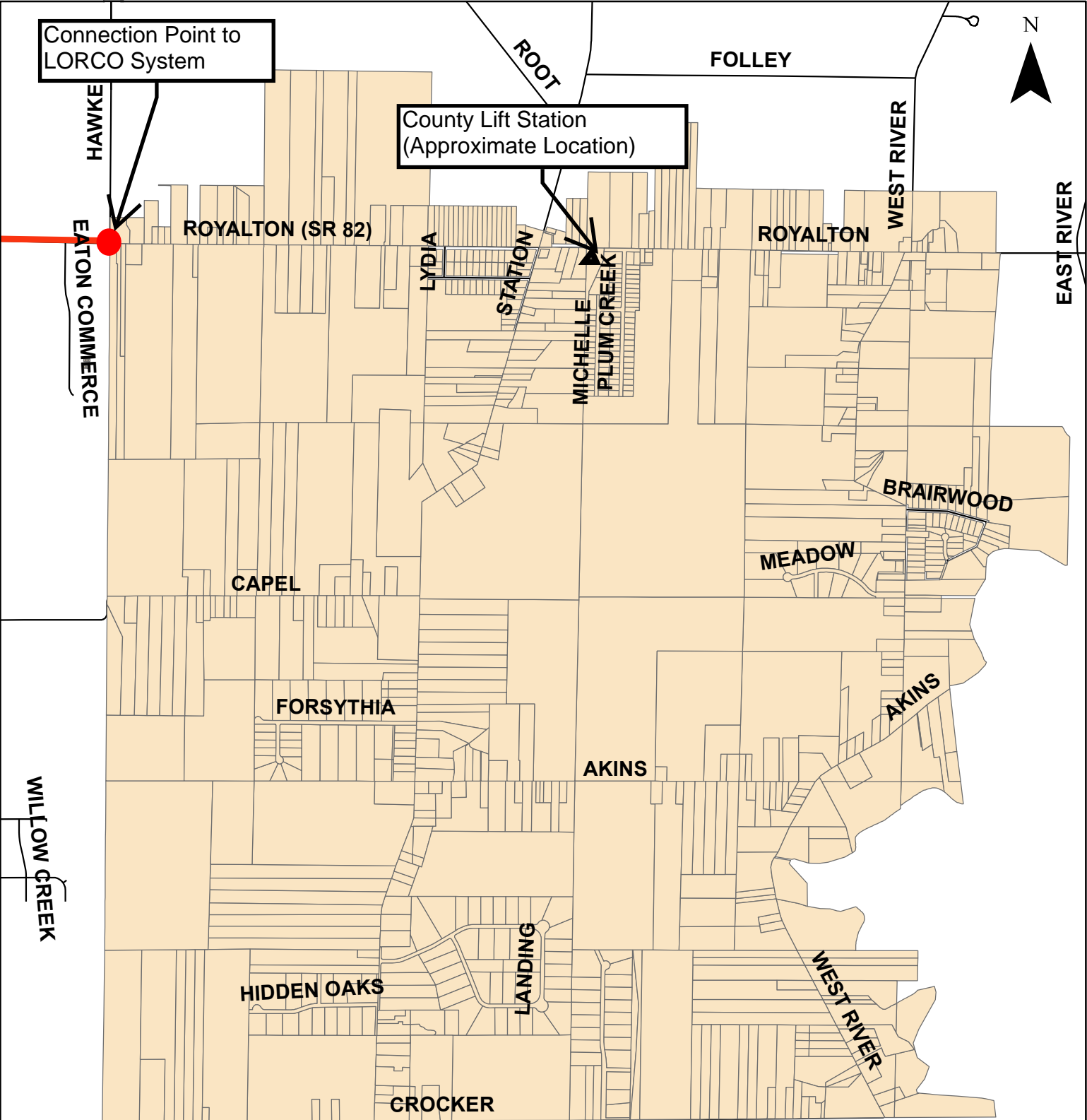
CITY OF AVON LAKE:

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



APPROVED AS TO FORM BY: _____ DATE _____
LEGAL COUNSEL

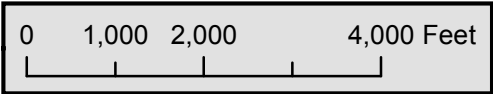
RECOMMENDED BY: _____ DATE _____
CHIEF UTILITIES EXECUTIVE

EXHIBIT A - DISTRICT



Legend

-  LORCO Sewers
-  Service Area



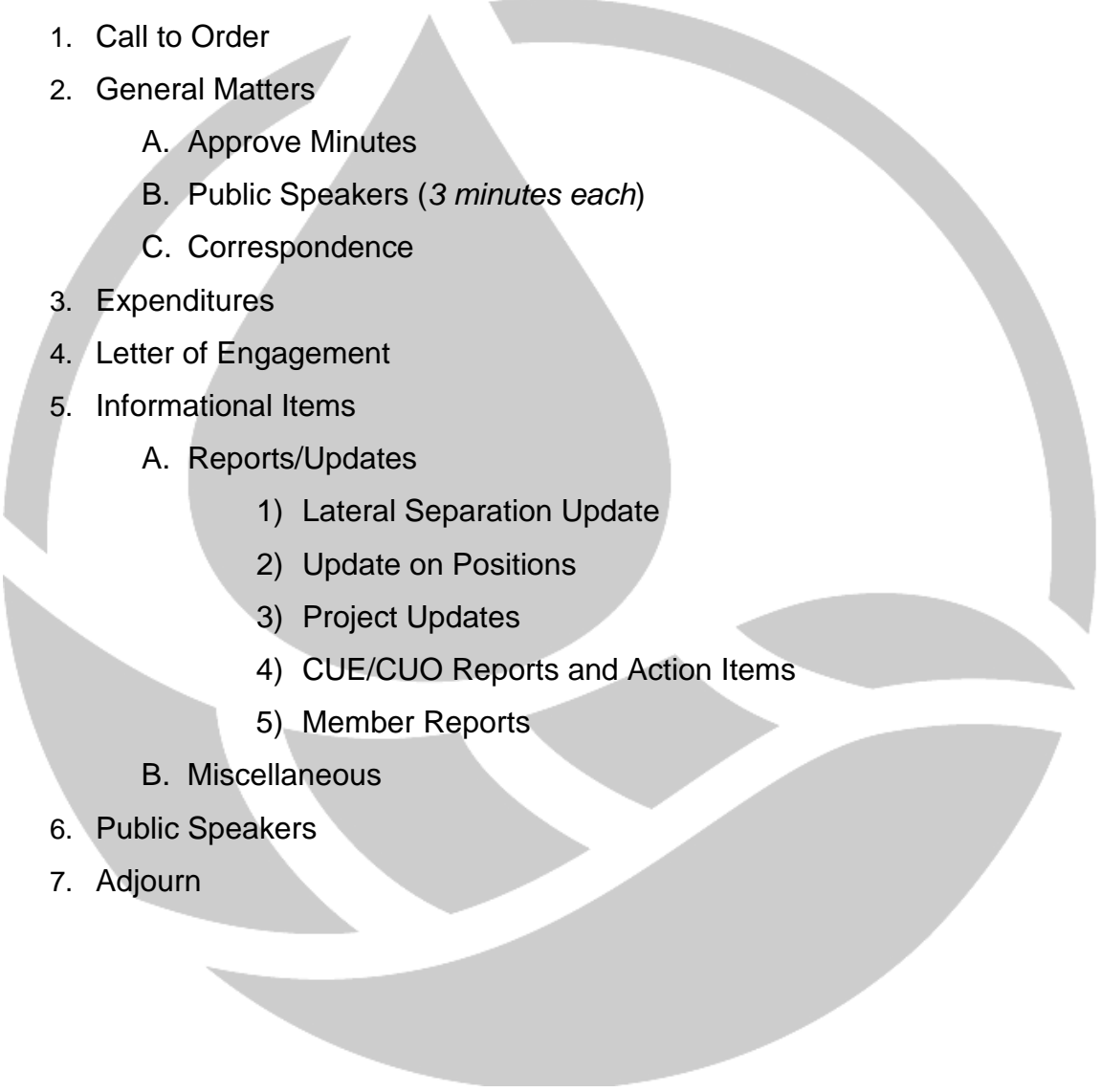
AGENDA

For

Tuesday

September 17, 2019

Immediately Following the Work Session

- 
1. Call to Order
 2. General Matters
 - A. Approve Minutes
 - B. Public Speakers (*3 minutes each*)
 - C. Correspondence
 3. Expenditures
 4. Letter of Engagement
 5. Informational Items
 - A. Reports/Updates
 - 1) Lateral Separation Update
 - 2) Update on Positions
 - 3) Project Updates
 - 4) CUE/CUO Reports and Action Items
 - 5) Member Reports
 - B. Miscellaneous
 6. Public Speakers
 7. Adjourn

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**
From: **Todd Danielson & Rob Munro**
Subject: **Agenda Items – September 17, 2019**
Date: **September 13, 2019**

- Item 1: **Call to Order**
Item 2A: **Approve Minutes**
Item 2B: **Public Speakers**
Item 2C: **Correspondence**
Item 3: **Expenditures**
Item 4: **Letter of Engagement – TAD**

The CUE requests authorization by the Board to engage the outside counsel of Mansour Gavin, as per the attached letter agreement, which has received “review as to form” by the Law Director.

The Principles that would help guide the Board are:

- ◆ Exercise fiduciary responsibility.

Recommended Motion:

I move to authorize the CUE to execute the September 12, 2019, engagement letter with Mansour Gavin currently for up to \$10,000 for legal consultation and counseling.

Item 5A1: **Lateral Separation Update – TAD/RKM/CMA**

Progress continues to be made on the remaining properties. Since the last update, one property has come into compliance, and a second has scheduled a contractor. The following table summarizes the outstanding properties:

Group	8/29/19 Need to do work	9/13/19 Need to do work	Notes
A	2	2	1. One property was a foreclosure, has been auctioned, and has an affidavit recorded with County indicating work must be

			<p>completed before water meter is provided.</p> <p>2. Other property is an estate situation with determination of executor currently in front of a judge.</p>
B & C	5	4	<p>1. One property has completed the work since the last update.</p> <p>2. An affidavit has been recorded with the County regarding the vacant estate property</p> <p>3. A contractor has been scheduled at one property.</p> <p>4. Two property owners have been re-served a summons, including the one with the scheduled contract.</p> <p>5. The CUE/CUO will be meeting with the Law Director and the Public Works Director on 9/13 regarding the outstanding properties.</p>

Item 5A2: Update on Positions – TAD

Advertisements for the WFP Operator Civil Service test closed on September 6th. The test is scheduled for September 19th.

On September 9th, the CUE attended the Civil Service and HR Committee meetings to discuss the Senior Operator position. Civil Service determined the position to be a classified position, and the HR Committee approved the job description as presented for three readings in front of Council. Council is currently set to approve the description at its October 21st meeting. The CUE will request Board action on the job description at its October 1st meeting.

Item 5A3: Project Updates – RKM

45 Project: Tree lawn restoration resumed on the project. Final preparations are in progress for installation of the new playground and spray ground. Top coat paving is currently scheduled for early October.

Avondale: Work will resume in late September with the project likely to be complete in by the end of October.

Moore Road Waterline Replacement: UUI mobilized equipment for the waterline replacement during the week of September 9th. Work will begin the week of September 16th.

Item 5A4: CUE/CUO Report and Action Items – TAD/RKM

Action Items are as presented with the write-up.

Item 5A5: **Member Reports**

Item 5B: **Miscellaneous**

Item 6: **Public Speakers**

Item 7: **Adjourn**



Board of Municipal Utilities
Work Session Minutes
September 3, 2019
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

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

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

Also present: CUE Danielson, CUO Munro, Technical Support Specialist Collins, and Mayor Zilka

Lockbox

The CUE presented to the Board the Lockbox and E-Lockbox program that were implemented starting in the September 2018 billing cycle. The CUE refreshed the Board that Lockbox is a method used by Avon Lake Regional Water to collect payments from customers. Customer payments are sent to Huntington Bank through a Cleveland post office box, where they are then processed. He said the process saves time for staff, and it ensures the payment is made properly. He illustrated the payment breakdown since the use of Lockbox as follows:

<u>Payment Method</u>	<u>% of Total</u>
Lockbox	26%
E-Lockbox	10%
Credit Card	7%
ACH	31%
In-Office Processing	27%

He said that the numbers have been fairly consistent each quarter. The CUE did note that credit card payments have been slowly decreasing, which he attributes to the service charge for that payment method. He also said that the greater than 25% for in-house processing shows that a number of customers still like to pay in person and know that their check has been received. The CUE said that with using E-Lockbox, staff has had a lot of success, and it has reduced the amount of time dedicated each quarter to tracking down payments.

The CUE informed the Board that the costs for Lockbox are much lower than originally anticipated. He said that Huntington charged approximately \$11,000 over-and-above what would have been charged for depositing at the bank for the services during the past 11 months. He added that Huntington indicated most of the \$11,000 in charges have been waived, based upon the balances the City maintains.

The CUE emphasized that because most of the fees are waived, staff intends to continue using Lockbox/E-Lockbox. He did say that staff will perform a more detailed assessment of the differential costs between Lockbox and in-house processing and the benefits/drawbacks each provides. He also said the assessment will take some time because the City is now preparing to request proposals for banking services. Mr. Abram

asked when the City was planning on changing their banking services. The CUE stated that the Finance Department is currently working on the request for proposals and may or may not change banks, based upon the proposals.

Senior Operator

The CUE presented to the Board the job description for the new Senior Operator position. He said that Staff is working to update positions to reflect future needs of the organization, and the Senior Operator description helps to further grow and train internal staff to help prepare them for additional responsibilities. The CUE stated that the Senior Operator is written so that it may be applicable for both Water and Wastewater.

The CUE informed the Board that staff is scheduled to present the draft to the HR Committee at its September 9th meeting in order to begin the process with Council. He said that the position requires a Class 3 license and incentivizes the Senior Operator to obtain a Class 4 Operator license, which is important for succession planning. The Chairman asked if the management team has spoken with the HR Director regarding the position and if he approved. The CUE informed the Board that staff has an upcoming meeting with the HR Director.

Mr. Abram asked if the Operations Supervisor was planning on retiring soon. The CUE informed the Board that the current operator is scheduled to retire in January. Mr. Abram also asked if an individual with a Class 3 Operator license would be able to take the Civil Service Test. The CUE stated that yes, an individual with that classification would be able to take the exam, that the Class 3 license is a prerequisite for the position, and that the position would be posted internally before advertising for a Civil Service exam.

Other Items

The Chairman asked about the leaks which took place the week before. The CUO informed the Board that there had been three breaks on ETL1 in the last few weeks. He said that there have been chronic failure points. The Chairman said that the situation could be compounded as all of the homes proposed in the LORCO service area need water supplied through ETL1. He said that options such as an "ETL3" should be considered.

The CUE informed the Board that staff has received qualifications from five consulting firms regarding redundancy and future capacity assistance. He said that staff will be selecting a partner, with whom they will develop a scope and budget for the project, which they will then bring to the Board for approval. He also stated that he has been speaking with bulk customers who have expressed their support for the project. He said that the project's intent would be to reduce risk, improve public health and welfare, and promote continued growth.

The CUO informed the Board that the three recent breaks were all due to corrosion. He said that they were known as "blowholes." He also stated that as the crew was repairing the third break they found another corroded spot just three feet over from the repair. He

said that the crew put a repair clamp on the corroded area to prevent a future break. Mr. Rush asked if the entire ETL1 is cast iron. The CUE stated that it is made of ductile iron.

The Chairman asked if the replacement would also be a metallic pipe. The CUE stated that PVC pipe would be the preference, or concrete. He said that historically the breaks are seen in the spigot area of the pipe. He went on to say that these were not typical breaks, in that they were located closer to the middle of the pipe. He said that the ductile pipes are wrapped in plastic in order to reduce corrosion, but the wrapping was not tight under the bell and spigot area, which may be a contributor to the historical corrosion. Corrosion in the middle of the pipe is not what has been seen historically. Mr. Rush asked if the management team would use the same easement and replace ETL1 with a parallel pipe. The CUE informed the Board that the easement was quite narrow and that it would be difficult. He went on to state that there is the potential to use the same trench, replacing sections of ETL1 during low-flow periods over time.

Mr. Phillips asked how the staff has been finding the breaks. He asked if there was a drop in pressure or were they call-ins from customers. The CUO stated that staff sometimes notices a large increase in flow through the monitoring system and mobilizes a crew to find the breaks. He said that breaks could also be called in by customers.

The CUO stated that there were issues at the pumping station and that staff is preparing to fix a valve and is considering whether a generator is necessary for ETL2. Mr. Rush stated that this matter was at a "top-of-the-pile" importance level. He asked if both ETLs were in the consortium. The CUE stated that ETL2 was a consortium. He believed ETL1 was not; however, it was operated in a similar manner. He also said that the management team will work with the consultants to help identify solutions. The CUE stated that the process could take 6 to 9 months total. Mr. Rush asked if the valve will take that long as well. The CUO informed the Board that the valve was being handled now.

Adjourn

With no other business, the Chairman moved to adjourn, Mr. Rush seconded. The Chairman concluded the work session at 6:30 PM.

Approved _____ 2019

John Dzwonczyk, Chairman

Todd Danielson, Clerk

Board of Municipal Utilities
Meeting Minutes
September 3, 2019
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:40 PM.

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

Also present: CUE Danielson, CUO Munro, Mayor Zilka, Technical Support Specialist Collins, and Attorney Erin McDevitt-Frantz

Approve Minutes

Chairman Dzwonczyk presented the minutes of the July 2, 2019, regular meeting. After a discussion regarding the minutes, the Chairman called for a vote that the minutes stand and be distributed as presented.

Ayes: Dzwonczyk, Rush, Schnabel and Phillips.

Nays: Abram

Minutes approved.

Chairman Dzwonczyk presented the minutes of the August 20, 2019, work session and regular meeting. With no changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

None

Correspondence

None

Expenditures

Following review of expenses dated September 3, 2019, for funds and amounts as follows, Mr. Abram moved, Mr. Rush seconded, to approve the expenditures of September 3, 2019:

Water Fund 701	\$	214,826.76
Wastewater Fund 721	\$	178,353.96
MOR Fund 703	\$	21,591.82
MOR Fund 762	\$	25,493.06
LORCO Fund 749	\$	10,145.26
Lateral Loan Fund 765	\$	4,000.00
Water Construction Fund 704	\$	84,943.68
Wastewater Construction Fund 724	\$	39,121.15

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

Annual Chemicals Bid

Bids for the annual treatment chemicals were opened on August 21, 2019; and after review by Avon Lake Regional Water staff, it was recommended that the awards be per the motion below:

<u>Supplier</u>	<u>Chemical</u>	<u>Contract Award</u>
USALCO	Alum	\$368,952.00
Mississippi Lime Co.	Lime	\$49,952.50
Bonded Chemical Co.	Sodium Silicofluoride	\$123,520.00
Bonded Chemical Co.	Potassium Permanganate	\$39,480.00
Bonded Chemical Co.	Liquid Sodium Hydroxide	\$23,280.00
JCI Jones Chemical, Inc.	Chlorine	\$41,850.00
PVS Technologies, Inc.	Ferrous Chloride	\$3,480.00
Cabot Norit	Carbon	\$244,800.00
Sal Chemical	Liquid Orthophosphate	\$35,160.00

Chairman Dzwonczyk moved, and Mr. Abram seconded, the annual Chemical Supplies bids be awarded in accordance with the table above.

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

The CUO noted that Avon Lake Regional Water did not receive bids for Dry Polymer and Liquid Polymer. He said that staff reached out to the current supplier, SNF Polydyne, to extend the current contract by an additional year. He confirmed that they have agreed to the extension at the current price of \$108,000.00 for Liquid Polymer and \$35,000.00 for Dry Polymer, which he believes is a fair and equitable price.

Annual Water Distribution Supplies Bid

Bids for the annual water distribution supplies were opened on August 19, 2019; and after review by staff. Mrs. Schnabel moved, and Mr. Rush seconded, that the annual Water Distribution System Supplies bids be awarded in accordance with the following:

Supplier: **Ferguson Waterworks**
Bid Items: 4B
Total Contract: **\$540.00**

Supplier: **Core & Main**
Bid Items: 2, 2B, 6, 7, 7A, 8, 10H, 10J, 11E, 12, 12A, 12B, 12C, 12D, 14, 14A, 15, 16, 16D, 17, 17A, 17B, 17C, 17D, 17E, 20B, 20C, 20D, 20E, 20F, 20G, 20H, 20I, 20J, 20K, 20L, 22A, 22B, 22D, 22E, 22O, 22Q, 22S
Total Contract: **\$309,283.37**

Supplier: **Trumbull**
Bid Items: 1, 1A, 3, 5A, 5B, 5D, 10, 11K, 19A, 19D, 19E, 19H, 21A, 21B, 21C, 21D, 21E, 21F, 21G, 21H, 21I, 21J, 21K, 21L, 21M, 21N, 21Q, 21R, 21S, 22C
Total Contract: **\$30,773.35**

Supplier: **WinSupply**
Bid Items: 2E, 3A, 5E, 5F, 5O, 9C, 9D, 10G, 10I, 11L, 11M, 16A, 16B, 16C, 19B, 19C, 19F, 19G, 22F, 22G, 22H, 22I, 22J, 22K, 22L, 22M, 22N, 22P, 22R
Total Contract: **\$30,829.40**

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

2019 Water Main Replacement Bundle Contingency Item

The CUE stated to the Board that there was a contingency request regarding the 2019 Water Main Replacement Bundle. He said that Avon Lake Regional Water is collaborating with the City in order to replace the Moore Road water line in the area of the culvert. The CUE informed the Board that in order to do this, staff requested the Board approve a change order with UUI for an estimated \$104,960, plus contingency, for UUI to install the water line on Moore Road using the bid prices from the Replacement Bundle.

He also said that he confirmed with the OWDA that there would be no problem including the change order in the 2019 Water Main Replacement Bundle loan. He stated that the unbudgeted item can be paid using the 20-year, 2.25% interest rate loan. Mr. Abram asked if the contingency item should be bid. The CUE informed the Board that the contract was written that additional work could be done as was bid.

Mr. Phillips asked if the new item just changed the scope of the original contract. The CUE confirmed that it did change the scope of the original contract. The CUO added that bidding the item would make the Moore Road closure even longer, which was not acceptable to the City. The Chairman asked what size the pipe was in the area. The CUO informed the Board that it was a 12-inch pipe. Mayor Zilka said that the project was a "slow moving emergency," and that the City has been asked by the state to complete the work. The Mayor also said the City has been trying to complete the project as quickly as possible.

The Chairman stated that UUI might be able to complete the demolition as opposed to the current contract and that that may decrease the remaining time needed for the project. The CUO informed the Board that they have scheduled a meeting with Mr. Reitz regarding that option to complete the project all at once.

Mr. Rush moved, and Mr. Abram seconded, to authorize the CUE to execute a change order on the 2019 Water Main Replacement Bundle with Underground Utilities Inc. for up to \$120,000 for replacing part of the Moore Road water line.

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

Lateral Separation Update

The CUO informed the Board that since the last update, two properties have come into compliance, and construction has begun on a third. The following table summarizes the outstanding properties:

Group	8/14/19 Need to do work	8/29/19 Need to do work	Notes
A	2	2	<ol style="list-style-type: none">1. One property was a foreclosure, has been auctioned, and has an affidavit recorded with County indicating work must be completed before water meter is provided.2. Other property is an estate situation with determination of executor currently in front of a judge.
B & C	7	5	<ol style="list-style-type: none">1. Two properties have completed the work since the last update.2. Work is underway at one property.3. One property owner has indicated he will contact contractors and is interested in a lateral loan.4. Two properties are foreclosures and have active cases in the court of common pleas.5. One property is an estate situation, with no known executor. An affidavit of title will be recorded for the property.

The Chairman said that only a few homes remained out of almost two thousand homes. The CUE confirmed that it was a very good ratio. The Chairman asked how much of the loan from Ohio EPA has been used. The CUE informed the Board that the total used was about \$1.5 million. He also said that the program was authorized up to \$5 million, and that the program was subscribed by a large number of the homes seeking work.

The Chairman asked how the work on Avondale was going. The CUO informed the Board that the e-one grinder station was being installed, and the easement with First Energy was secured. He did say that the easement on Lake Road was still being established so the crew can provide additional redundancy.

The Chairman asked if two-to-three of the remaining properties are vacant, and, if so, only two remain that are potentially still tied into the sanitary sewer. The CUO informed the Board that two of the properties are in foreclosure and they have cases in front of the court of common pleas. The Chairman asked to describe what the issued affidavit of title would have on the remaining homes. The CUE stated to the Board that he had worked with the Law Director regarding the affidavit, and that this affidavit will state that the home is not connected to the sanitary sewer. He said the affidavit also states that the home does not have a water meter, and that the new owner will need to address the sewer connection before the water meter can be installed. The Chairman asked if there was anyone still remaining in the homes. The CUE stated that there was only one home without a resident, the other four remaining still had residents, and two of the remaining four will be a problem if they are not resolved soon.

The Chairman stated that those individuals are violating the EPA mandate by putting their sewage into the system. He asked Mr. Phillips if there was a higher law that could be brought against those remaining home owners. Mr. Phillips stated that there was probably something that could be brought against those residents but that the desired outcome could take a long time. He suggested that the management team contact the attorney's representing the firms opposing those homeowners on the foreclosures to instruct them that there is an EPA mandate that is being violated. He said another option would be to file to enjoin the case, but he doesn't believe that is the best route; staff should let the original case play itself out.

The Chairman asked if there was any way to cap off the lateral between the right of way and the main or to redirect the lateral to the sanitary sewer to avoid going on the resident's property. The CUE stated that there was the possibility, and that that was considered for the civil suit as an option. The Chairman said that Avon Lake Regional Water would not be going on the property, because they would be disconnecting the lateral in the public right of way. The CUE informed the Board that he would speak with the Law Director regarding that option. Mrs. Schnabel asked if the formerly combined sewer will be converted to a sanitary sewer and learned that the combined sewer is being converted into a storm sewer. The Chairman said that he believes that staff should find a way to make sure that no sanitary is going into the lake.

Travel

The CUE presented to the Board staff's travel schedule from the summer recess and currently proposed travel for the remainder of the year. The CUE informed the Board that he traveled twice to Columbus. On July 12th, the CUE attended an OAWWA Governing Board meeting, to which he was invited as Chair of the Water Utility Council. He said that at the meeting, Ohio EPA presented information regarding Agency Source Water Protection staff's efforts to leverage Farm Bill money to help with source water protection in Ohio and Ohio EPA's desire to form a technical advisory committee regarding how any money might be used.

The CUE informed the Board that on August 2nd, he met with Ohio EPA staff to discuss the revisions they proposed to the Disinfection Byproducts (DBP) Rule. He said that EPA staff presented highlights regarding their proposed changes that they intended to issue for public comment. The CUE said that he also took the opportunity to meet with the Chiefs of Drinking Water and Surface Water, where he was able to discuss the operator reciprocity issue and long-term control plan compliance/NPDES permit modification. As a note, the CUE stated that the Chief of Surface Water asked him to present at an integrated planning workshop in Columbus on October 2nd being hosted by Ohio EPA.

The CUE stated that the OAWWA state conference will be held in Cleveland on September 12th and 13th. He said that the Water Filtration Plant Manager and two operators will be attending to receive training hours to help maintain their licenses. The CUE stated that on September 12th, he plans to attend OSU's annual state of the science algae conference in Toledo in order to meet the Directors of the Ohio Department of Natural Resources, the Department of Agriculture and the Lake Erie Commission, as well as, to continue discussions with the Director of Ohio EPA. The CUE also said that on September 19th, the Water Reclamation Manager will attend the NESOWEA Fall Section Meeting in Medina County, as a member of the Executive Committee and to receive training hours. He said that on October 22nd, the Water Filtration Plant Manager will be attending the Lake Erie Users Group meeting.

The CUE informed the Board that he has been asked to present to approximately 350 people on November 13th about the Board's lateral program at the 21st Annual 3 Rivers Wet Weather Sewer Conference in greater Pittsburgh. The CUE said he hopes to meet with Pennsylvania DEP staff regarding operator licensure reciprocity while he is there. The CUE also said that he has been asked to sit on a panel at the fall CIFA (Council of Infrastructure Finance Authorities) workshop in Cleveland on November 18th/19th. He said this is an annual meeting of revolving loan fund and other public funding administrators from across the country. He informed the Board that he has been asked about his availability to talk about the state revolving loan program from a utility perspective.

Mr. Abram said that while meetings are important to Avon Lake Regional Water, he believes the CUE conference organizers should pay for all of his accrued expenses. Mr. Rush stated that he doesn't see the expense being too much considering the amount of contacts made at the events. Mr. Phillips said that he believed some of the networking that has been done has been well worth the expenses. The Chairman said that he agreed with Mr. Rush that any side benefits derived from the meetings are worth the investment. Mr. Abram asked that a report be given to the Board once the CUE returns from the conference in Pittsburgh.

WFP Concrete Waterproofing & Expansion Joint Rehab

The CUO informed the Board that the Water Filtration Plant basin roofs have received a considerable amount of wear over several years since the last restoration project, and staff issued a request for bids for rehabilitation. He stated that upon bid opening, staff determined there were too many irregularities in the bids and would not be bringing a recommendation before the Board at that time. He said that staff will reissue a request for bids later this fall for the project to take place in the spring. Mr. Rush asked if there was a problem that required the project and if the delay would make it worse. The CUO informed the Board that it was preventative maintenance.

Project Updates

45 Project: The CUO informed the Board that the contractor is working on Overlook Park restoration preparation. He said that the playground and splash pad are still on track for installation in mid-September. He also said that treelawn restoration is picking back up. The Chairman asked how the splash pad was to be winterized and what was to happen to pets and contaminated water. The CUE stated that the splash pad water would go into the storm sewer. He said the roughened concrete on the splash pad is meant to prevent slippage and the Recreation and/or Public Works departments would handle the area.

Avondale: The CUO stated that staff received notification that the First Energy easement for the pumping station on Avondale was approved and will be forwarded to Avon Lake Regional Water for execution.

Redundancy/Future Capacity Study: The CUO said that staff had received qualifications from five firms. He said that staff is in the process of reviewing the qualifications and plans to short-list and select a partner soon. Staff intends to present a request to the Board at an upcoming meeting regarding this project and to enter into an engineering planning agreement.

CUE and CUO Reports

The CUE notified the law director that he is working with outside counsel to develop an acceptable scope of work to determine the most appropriate method to recover uncollected fees. Upon developing an acceptable scope and budget, the CUE will request Board approval to execute an agreement.

The CUE also stated that Avon Lake Regional Water received an award for the "Best Presentation at a Regional Conference" from the Government Affairs Meeting in March. Mr. Abram asked if there was any money received for winning. The CUE stated that there was no monetary award, but he did say that there was an increase in awareness brought to the idea of protecting Lake Erie which could be leveraged for more financial backing in the future. Mr. Phillips stated that awards should be displayed to show the hard work by Avon Lake Regional Water.

Member Reports

The Chairman stated that he has had a conversation with Mansour-Gavin law firm regarding a legal matter that the Law Director had passed on. The Chairman said that Mr. Phillips is reviewing the proposal.

Miscellaneous

Mr. Abram submitted a report. In summary, he stated he established a contact in the Governor's office to assist Avon Lake Regional Water when needed. Luanne Cook is Governor DeWine's Lorain County liaison. Mr. Abram said he met with her and discussed concerns. She said she will help Avon Lake Regional Water with any EPA issues such as accepting the wastewater blending process and attempt to re-open the monofill. Her office will monitor HB 163, which would regulate how utilities charge water to other jurisdictions. Mr. Abram said he told her that Avon Lake Regional Water opposed the bill. Her office may be able to provide assistance in dealing with NOACA when discussing Facility Planning Areas.

Public Speakers

None

Adjourn

As there was no further business, Mr. Abram moved to adjourn, and Mr. Rush seconded. The meeting adjourned at 7:38 PM.

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

Nays: None

Motion carried.

Approved _____ 2019.

John Dzwonczyk, Chairman

Todd A. Danielson, Clerk

**AVON LAKE REGIONAL WATER
FUND 701 - WATER EXPENSES
SEPTEMBER 17, 2019**

Vendor	Amount	Description
1 Water Employees	\$ 59,166.89	Salaries PR Post BW 2201918
2 Water Employees	\$ 60,543.15	Salaries PR Post BW 2201919
3 Water Employees	\$ 4,478.99	Part Time Wages PR Post BW 2201918
4 Water Employees	\$ 1,932.61	Part Time Wages PR Post BW 2201919
5 Water Employees	\$ 4,143.19	Overtime Wages Plant PR Post BW 2201918
6 Water Employees	\$ 2,285.97	Overtime Wages Plant PR Post BW 2201919
7 Water Employees	\$ 364.36	Overtime Wages Dist./Col. PR Post BW 2201918
8 Water Employees	\$ 2,426.13	Overtime Wages Dist./Col. PR Post BW 2201919
9 Water Employees	\$ 893.19	Overtime Wages Admin. PR Post BW 2201918
10 Water Employees	\$ 1,050.78	Overtime Wages Admin. PR Post BW 2201919
11 Water Employees	\$ 246.00	Overtime Wages Construction PR Post BW 2201918
12 Water Employees	\$ 89.26	Overtime Wages Construction PR Post BW 2201919
13 Water Employees	\$ 238.00	Overtime Wages Office PR Post BW 2201918
14 Water Employees	\$ 201.59	Overtime Wages Office PR Post BW 2201919
15 Water Employees	\$ 2,307.69	Employee Time Buy Back Pr Post BW 2201918
16 Water Employees	\$ 19,830.02	Employee Time Buy Back Pr Post BW 2201919
17 Water Employees	\$ 400.00	Uniform and Shoe Allowance PR Post BW 2201918
18 Water Employees	\$ (972.04)	Pay Day August 29, 2019 Employee Medical Contributions
19 Medical Mutual	\$ 20,845.38	Medical/Prescription Insurance - September 2019
20 Medical Mutual	\$ 1,101.10	Dental/Vision Insurance - September 2019
21 Medical Mutual	\$ (560.16)	Dental/Vision Insurance - September 2019
22 Medical Mutual	\$ (9,787.68)	Medical/Prescription Insurance - September 2019
23 Water Employees	\$ 330.10	Medical Mutual Payment Week Ending 8-30-19
24 Water Employees	\$ 47.08	Medical Mutual Payment Week Ending 8-30-19
25 Water Employees	\$ (407.47)	HRA Payment Week Ending August 30, 2019
26 Water Employees	\$ 1,487.91	HRA Payment Week Ending August 30, 2019
27 Water Employees	\$ 164.54	Medical Mutual Week Ending Sept 6, 2019
28 Water Employees	\$ 1,333.32	HSA Bi-Annual 2019 Transfer
29 Water Employees	\$ (1,006.91)	Pay Day September 12, 2019 Employee Medical Contributions
30 Water Employees	\$ 1,126.04	Longevity PR Post BW 2201919
31 Internal Revenue Service	\$ 1,018.23	Medicare - FEDERAL - Federal Taxes*
32 Randall's Team Shop	\$ 426.00	Employee Clothing - Vince and Rob Embroidery 8/22/19 - RKM 1/2
33 Avon Boot Shop Inc.	\$ 134.99	Employee Clothing - Boots for Petrucelli 8/29/19 - GY
34 Cintas Corporation	\$ 53.56	Employee Uniform & Mat Rental Svc - August 2019 - RKM 1/2
35 Robert J Lulfs	\$ 10.00	1 Employee Meal Allowance 8/18/19 - GY
36 Leon E. Bursley	\$ 10.00	1 Employee Meal Allowance 8/23/19 - GY
37 Donald Haas	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
38 Dennis Knick	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
39 Timothy R. Roten	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
40 Mercy Occupational Health	\$ 73.00	Pre-Employment Physical & DOT Testing 9/3/19 - TAD 1/2
41 Link Computer Corporation	\$ 2,061.55	Muni-Link Billing - September 2019 - RKM 1/3
42 FriendsOffice	\$ 349.23	Office Supplies - Ink, Envelopes, Paper - August 2019 - RKM 1/2
43 Fuelman	\$ 697.71	Fuel for Vehicles - 9/9/19 - RKM 1/2
44 Chemtrade	\$ 3,373.86	Op Spl - Alum 8/15/19 - GY
45 Chemtrade	\$ 3,372.70	Op Spl - Alum 8/19/19 - GY
46 Jones Chemicals Inc.	\$ 3,600.00	Op Spl - Chlorine @ WFP 8/22/19 - GY
47 Chemtrade	\$ 3,242.20	Op Spl - Alum 8/22/19 - GY
48 Core & Main LP	\$ 450.50	Mnt Spl - Gaskets 8/30/19 - RK
49 Core & Main LP	\$ 1,030.75	Mnt Spl - Repair Clamp 8/30/19 - RK
50 Zoro Tools Inc	\$ 53.05	Mnt Spl - Impact Socket, Impact adapter 8/27/19 - RKM 1/2
51 Zoro Tools Inc	\$ 65.85	Mnt Spl - Ratcheting wrench, Impact sockets 8/26/19 - RKM 1/2
52 Lowe's	\$ 824.87	Maintenance Supplies - August 2019 1/2
53 Bain Enterprises	\$ 907.50	Mnt Spl - 20" Powergrit Chain 8/28/19 - RK 1/2

54	Lakeshore Tool & Equipment	\$	299.62	Mnt Spl - Wrenches, tubing cutter, saw blade 8/28/19 - RK 1/2
55	Kinzua Environmental Inc.	\$	514.49	Mnt Spl - Turf King 8/8/19 - GY
56	Lakeshore Tool & Equipment	\$	11.98	Mnt Spl - Wire cord 8/28/19 - RK 1/2
57	Lakeshore Tool & Equipment	\$	264.44	Mnt Spl - Wright adapters, Proto wrenches 8/26/19 - RK 1/2
58	ABC Equipment	\$	50.43	Mnt Spl - Danger tape, caution tape, masking tape 8/28/19 - JG 1/2
59	ABC Equipment	\$	115.50	Mnt Spl - Slings 8/26/19 - RKM 1/2
60	ABC Equipment	\$	48.73	Mnt Spl - Gloves, tie wires, boots 8/27/19 - RK 1/2
61	Grainger	\$	43.93	Mnt Spl - Fly swatters, toilet seat 8/27/19 - GY
62	Grainger	\$	173.24	Mnt Spl - Propress union 8/27/19 - GY
63	Grainger	\$	112.93	Mnt Spl - Electric boot dryer 8/27/19 - RK 1/2
64	Indy Equipment and Supply LLC	\$	74.05	Mnt Spl - Caution tape, knee board, brick hammers 8/28/19 - RK 1/2
65	Rex Pipe & Supply Company	\$	816.11	Mnt Spl - Copper tubes, seats + levers, crimp rings 8/19/19 - GY
66	Samsel Supply Company	\$	689.06	Mnt Spl - Slings, shackles, respirators 8/28/19 - RK 1/2
67	ABC Equipment	\$	36.84	Mnt Spl - On-Off Switches, Cobalt 1/2" shanks 8/30/19 - RK 1/2
68	Zoro Tools Inc	\$	541.38	Mnt Spl - Portable Generator 9/3/19 - RKM 1/2
69	Zoro Tools Inc	\$	9.95	Mnt Spl - Impact Adapters 8/30/19 - RKM 1/2
70	Trico Oxygen Company Inc.	\$	43.60	Mnt Gases @ 201 Miller Rd 8/30/19 - RK 1/2
71	Trico Oxygen Company Inc.	\$	34.80	Mnt Gases @ WFP 8/30/19 - GY 1/2
72	Indy Equipment and Supply LLC	\$	12.35	Mnt Spl - Heavy Duty Duct Tape 9/5/19 - RK 1/2
73	Harold Archer & Sons, Inc.	\$	563.35	Mnt Spl - Stone 8/31/19 - RK
74	Badger Meter Inc.	\$	33.00	Orion Cellular LTE Serv. Unit 8/29/19 - RKM
75	Trico Oxygen Company Inc.	\$	40.60	Mnt Gases @ WFP 8/30/19 - GY 2/2
76	Alloway Corp	\$	390.00	Lab Analysis 8/31/19 - GY
77	Pict Partnership-Westlife/Press	\$	185.00	Cnt Svc - Classifieds - WFP Operator 8/21/19 - TAD
78	Everwood Industries, Inc.	\$	1,707.00	Cast Bronze Plaque - Water Tower 8/28/19 - RKM
79	Area Temps	\$	701.40	Temporary Office Help - Week Ending 8/25/19 - TAD
80	ESRI Inc.	\$	1,300.00	Cnt Svc - Arc GIS Desktop Maintenance Svcs 9/4/19 - JG 1/2
81	SOS Integration Services Corp	\$	320.00	Tech Support via Telephone @ WFP 8/22/19 - GY
82	Pict Partnership-Westlife/Press	\$	185.00	Ad for Water Plant Operator
83	KMU Disposal	\$	225.00	Cnt Svc - 30 Yard Dumpster Service 8/18/19 - RK 1/2
84	Advance Ohio Media LLC Corp.	\$	250.00	Advertise Water Filtration Operator
85	Technology Management Solutions	\$	819.38	Cnt Svc - On Site Server Mnt & Troubleshooting 9/5/19 - RKM 1/2
86	Technology Management Solutions	\$	1,179.99	Cnt Svc - Off Site Back Up 9/4/19 - RKM 1/2
87	Brakey Energy, Inc.	\$	925.00	Mo. Fee for Energy Mgmt - August 2019 - TAD 1/2
88	Columbia Gas	\$	140.99	gas svc @ 201 Miller Rd 7/29/19-8/27/19 - RKM
89	Illuminating Company	\$	8,860.75	elec svc @ 33370 Lake Rd 7/20/19-8/20/19 - GY
90	Engie Resources	\$	25,343.55	elec svc @ various addresses 8/25/19 - TAD 1/10
91	Engie Resources	\$	16,802.24	elec svc @ various addresses 8/25/19 - TAD 2/10
92	Avon Lake Regional Water	\$	2,086.80	Water Used from ETL1 (Krebs) - August 2019 - RKM
93	Verizon Wireless	\$	477.22	Cell Phone Svc 7/26/19-8/25/19 - RKM 1/2
94	Greg Yuronich	\$	25.00	Cell Phone Reimbursement - September 2019 - RKM
95	Spectrum Business	\$	214.99	Internet/Phone Svc @ WFP 8/31/19 - GY
96	AutoZone Inc.	\$	16.82	Eqp Mnt - Mini fuses, fuse holder, windshield fluid 8/27/19 - RK 1/2
97	Napa Avon	\$	257.76	Eqp Mnt - Repair parts & tools - August 2019 - RK 1/2
98	Speed Exterminating Co. Inc.	\$	30.00	Exterminating Svc @ 201 Miller Rd 8/27/19 - RKM 1/2
99	Maintenance Systems of Northern Ohio	\$	3,107.00	Bldg Mnt - Asphalt Repair 8/14/19 (partial) - RK 1/2
100	Denny & Lynne's Locksmith	\$	278.72	Bldg Mnt - Padlocks and Keys 8/27/19 - RK 1/2
101	Burgess & Niple Limited Inc.	\$	973.00	Prof Svc @ West Ridge Emerg. Interconnect 8/30/19 - JG
		\$	<u>267,417.57</u>	

**AVON LAKE REGIONAL WATER
FUND 721 - WASTEWATER EXPENSES
SEPTEMBER 17, 2019**

	Vendor	Amount	Description
1	Wastewater Employees	\$ 59,426.45	Salaries PR Post BW 2201918
2	Wastewater Employees	\$ 60,321.20	Salaries PR Post BW 2201919
3	Wastewater Employees	\$ 4,483.73	Part Time Wages PR Post BW 2201918
4	Wastewater Employees	\$ 4,654.11	Part Time Wages PR Post BW 2201919
5	Wastewater Employees	\$ 946.42	Overtime Wages Plant PR Post BW 2201918
6	Wastewater Employees	\$ 1,932.13	Overtime Wages Plant PR Post BW 2201919
7	Wastewater Employees	\$ 1,641.03	Overtime Wages Dist./Col PR Post BW 2201918
8	Wastewater Employees	\$ 3,874.81	Overtime Wages Dist./Col PR Post BW 2201919
9	Wastewater Employees	\$ 865.34	Overtime Wages Admin PR Post BW 2201918
10	Wastewater Employees	\$ 856.37	Overtime Wages Admin PR Post BW 2201919
11	Wastewater Employees	\$ 310.50	Overtime Wages Construction PR Post BW 2201918
12	Wastewater Employees	\$ 1,321.26	Overtime Wages Construction PR Post BW 2201919
13	Wastewater Employees	\$ 79.33	Overtime Wages Office PR Post BW 2201918
14	Wastewater Employees	\$ 67.19	Overtime Wages Office PR Post BW 2201919
15	Wastewater Employees	\$ 2,307.69	Employee Time Buy Back PR Post BW 2201918
16	Wastewater Employees	\$ 6,610.01	Employee Time Buy Back PR Post BW 2201919
17	Wastewater Employees	\$ 200.00	Employee Uniform and Shoe Allowance PR Post BW 2201918
18	Wastewater Employees	\$ (1,525.52)	Pay Day August 29, 2019 Employee Medical Contributions
19	Medical Mutual	\$ 28,599.64	Medical/Prescription Insurance - September 2019
20	Medical Mutual	\$ 1,634.90	Dental/Vision Insurance - September 2019
21	Wastewater Employees	\$ 299.86	Medical Mutual Payment Week Ending 8-30-19
22	Wastewater Employees	\$ 680.87	HRA Payment Week Ending August 30, 2019
23	Wastewater Employees	\$ 472.96	HRA Week Ending September 6, 2019
24	Wastewater Employees	\$ 666.68	HSA Bi-Annual 2019 Transfer
25	Wastewater Employees	\$ (1,541.47)	Pay Day September 12, 2019 Employee Medical Contributions
26	Wastewater Employees	\$ 375.34	Longevity PR Post BW 2201919
27	Internal Revenue Service	\$ 988.67	Medicare - FEDERAL - Federal Taxes*
28	Randall's Team Shop	\$ 30.00	Employee Clothing - Vince and Rob Embroidery 8/22/19 - RKM 2/2
29	Cintas Corporation	\$ 53.55	Employee Uniform & Mat Rental Svc - August 2019 - RKM 2/2
30	Rudy Ackerman	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
31	Bradley, Timothy	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
32	Carl Busse	\$ 10.00	1 Employee Meal Allowance 8/23/19 - JG
33	William H Fischer	\$ 10.00	1 Employee Meal Allowance 8/23/19 - SB
34	Paul Frankiewicz	\$ 10.00	1 Employee Meal Allowance 8/23/19 - RK
35	Donald Hall	\$ 10.00	1 Employee Meal Allowance 8/23/19 - PF
36	Adam Sisson	\$ 10.00	1 Employee Meal Allowance 8/23/19 - RK
37	Joshua D Spinks	\$ 10.00	1 Employee Meal Allowance 8/24/19 - SB
38	Mercy Occupational Health	\$ 73.00	Pre-Employment Physical & DOT Testing 9/3/19 - TAD 2/2
39	Link Computer Corporation	\$ 687.18	Muni-Link Billing - September 2019 - RKM 2/3
40	FriendsOffice	\$ 349.23	Office Supplies - Ink, Envelopes, Paper - August 2019 - RKM 2/2
41	Fuelman	\$ 697.70	Fuel for Vehicles - 9/9/19 - RKM 2/2
42	North Shore Pump & Equipment Co.	\$ 11,155.00	Eqp Mnt - Repair of 2nd Eimco Mixer 8/27/19 - SB
43	Polydyne, Inc	\$ 15,425.64	Op Spl - Polymer 8/29/19 - SB
44	Lowe's	\$ 274.14	Purchase belonging to Utilities not PW - R. Ackerman - KH
45	Samsel Supply Company	\$ 689.05	Mnt Spl - Slings, shackles, respirators 8/28/19 - RK 2/2
46	Mcmaster-Carr	\$ 29.84	Mnt Spl - Shut off valve wrench 8/27/19 - SB
47	Zoro Tools Inc	\$ 53.05	Mnt Spl - Impact Socket, Impact adapter 8/27/19 - RKM 2/2
48	Zoro Tools Inc	\$ 65.84	Mnt Spl - Ratcheting wrench, Impact sockets 8/26/19 - RKM 2/2
49	Lowe's	\$ 728.92	Maintenance Supplies - August 2019 - RKM 2/2
50	ABC Equipment	\$ 50.43	Mnt Spl - Danger tape, caution tape, masking tape 8/28/19 - JG 2/2
51	ABC Equipment	\$ 115.50	Mnt Spl - Slings 8/26/19 - RKM 2/2
52	ABC Equipment	\$ 48.72	Mnt Spl - Gloves, tie wires, boots 8/27/19 - RK 2/2
53	Lakeshore Tool & Equipment	\$ 299.62	Mnt Spl - Wrenches, tubing cutter, saw blade 8/28/19 - RK 2/2
54	Lakeshore Tool & Equipment	\$ 11.97	Mnt Spl - Wire cord 8/28/19 - RK 2/2
55	Lakeshore Tool & Equipment	\$ 264.43	Mnt Spl - Wright adapters, Proto wrenches 8/26/19 - RK 2/2

56	Bain Enterprises	\$	907.50	Mnt Spl - 20" Powergrit Chain 8/28/19 - RK 2/2
57	Grainger	\$	112.92	Mnt Spl - Electric boot dryer 8/27/19 - RK 2/2
58	Indy Equipment and Supply LLC	\$	74.05	Mnt Spl - Caution tape, knee board, brick hammers 8/28/19 - RK 2/2
59	Menards	\$	16.94	Mnt Spl - Fix a Flat 8/6/19 - SB
60	Indy Equipment and Supply LLC	\$	12.34	Mnt Spl - Heavy Duty Duct Tape 9/5/19 - RK 2/2
61	ABC Equipment Rental & Sales Corp	\$	36.84	Mnt Spl - On-Off Switches, Cobalt 1/2" shanks 8/30/19 - RK 2/2
62	Trico Oxygen Company Inc.	\$	34.20	Mnt Gases @ WRF 8/30/19 - SB
63	Trico Oxygen Company Inc.	\$	43.60	Mnt Gases @ 201 Miller Rd 8/30/19 - RK 2/2
64	United Laboratories Inc.	\$	3,100.04	Mnt Spl - Ice Melt (1/2 ton) 9/3/19 - SB
65	Zoro Tools Inc	\$	541.38	Mnt Spl - Portable generator 9/3/19 - RKM 2/2
66	Zoro Tools Inc	\$	9.95	Mnt Spl - Impact Adapters 8/30/19 - RKM 2/2
67	Core & Main LP	\$	2,910.00	Mnt Spl - Cherne Plugs 8/30/19 - RK
68	Hach Company	\$	652.27	Lab Supplies @ WRF 8/21/19 - SB
69	Data Command Corp	\$	540.00	Annual Subscription Renewal - Lubrizol Discharge 9/1/19 - SB
70	ESRI Inc.	\$	1,300.00	Cnt Svc - Arc GIS Desktop Maintenance Svcs 9/4/19 - JG 2/2
71	KMU Disposal	\$	225.00	Cnt Svc - 30 Yard Dumpster Service 8/18/19 - RK 2/2
72	American Water Works Association	\$	75.00	AWWA Membership Renewal - S. Baytos -SB
73	Brakey Energy, Inc.	\$	925.00	Mo. Fee for Energy Mgmt - August 2019 - TAD 2/2
74	Technology Management Solutions	\$	819.37	Cnt Svc - On Site Server Mnt & Troubleshooting 9/5/19 - RKM 2/2
75	Technology Management Solutions	\$	1,180.00	Cnt Svc - Off Site Back Up 9/4/19 - RKM 2/2
76	American Express	\$	30,141.09	Republic Svcs - Sludge - July 2019
77	Columbia Gas	\$	32.46	gas svc @ 100 Woodbridge Way 7/31/19-8/29/19 - RK
78	Columbia Gas	\$	32.46	gas svc @ 671 Bridgeside 7/31/19-8/29/19 - RK
79	Engie Resources	\$	17,483.17	elec svc @ various addresses 8/25/19 - TAD 3/10
80	Engie Resources	\$	765.43	elec svc @ various addresses 8/25/19 - TAD 4/10
81	Spectrum Business	\$	270.33	Internet/Phone Svc @ WRF 8/22/19-9/21/19 - SB
82	Verizon Wireless	\$	477.22	Cell Phone Svc 7/26/19-8/25/19 - RKM 2/2
83	AutoZone Inc.	\$	16.83	Eqp Mnt - Mini fuses, fuse holder, windshield fluid 8/27/19 - RK 2/2
84	Napa Avon	\$	257.76	Eqp Mnt - Repair parts & tools - August 2019 - RK 2/2
85	Speed Exterminating Co. Inc.	\$	30.00	Exterminating Svc @ 201 Miller Rd 8/27/19 - RKM 2/2
86	Maintenance Systems of Northern Ohio	\$	3,107.00	Bldg Mnt - Asphalt Repair 8/14/19 (partial) - RK 2/2
87	Lescher Tree Care & Land Clearing, Inc	\$	800.00	Tree and Stump Removal @ WRF 8/26/19 - SB
88	Denny & Lynne's Locksmith	\$	278.72	Bldg Mnt - Padlocks and Keys 8/27/19 - RK 2/2
89	Quasar Energy Group	\$	1,750.00	Project Costs - August 2019 Hours - SB
		\$	<u>280,691.18</u>	

**AVON LAKE REGIONAL WATER
FUND 703 - MOR ETL 1 EXPENSES
SEPTEMBER 17, 2019**

	Vendor	Amount	Description
1	Jones Chemicals Inc.	\$ 150.00	Op Spl - Chlorine @ 808 Moore PS 8/22/19 - GY 1/2
2	Kendera Enterprises Inc.	\$ 8,803.28	ETL1 Waterline repairs - Behind Bubbas 8/26/19 - RK
3	Kendera Enterprises Inc.	\$ 1,695.00	ETL1 Waterline repairs - bt Jaycox and Lear 8/27/19 - RK
4	City of Avon	\$ 896.41	ETL1 Repair - Avon 8/26/19 - RK
5	Core & Main LP	\$ 27,801.60	ETL1 Repair Parts 8/30/19 - RK
6	Engie Resources	\$ 8,345.11	elec svc @ various addresses 8/25/19 - TAD 5/10
7	Engie Resources	\$ 92.76	elec svc @ various addresses 8/25/19 - TAD 6/10
8	Ohio Edison	\$ 63.10	elec svc @ Root Rd @ Sprag 8/6/19-9/5/19 - RKM
9	Avon Lake Regional Water	\$ 234,940.41	Water Used from ETL1 - August 2019 - RKM
		<u>\$ 282,787.67</u>	

**AVON LAKE REGIONAL WATER
FUND 762 - MOR ETL 2 EXPENSES
SEPTEMBER 17, 2019**

	Vendor	Amount	Description
1	Jones Chemicals Inc.	\$ 150.00	Op Spl - Chlorine @ 808 Moore PS 8/22/19 - GY 2/2
2	Jones Chemicals Inc.	\$ 450.00	Op Spl - Chlorine @ 15201 Island Rd PS 8/22/19 - GY
3	John S Fenik	\$ 325.00	Lawn Svc @ Island Rd PS and LORCO Fourplex 8/18/19 - RK 1/2
4	Engie Resources	\$ 19,667.51	elec svc @ various addresses 8/25/19 - TAD 7/10
5	Ohio Edison	\$ 40.68	elec svc @ 15201 Island Rd OAL 9/4/19 - RKM
6	Ohio Edison	\$ 6,274.76	elec svc @ 15201 Island Rd 8/2/19-9/3/19 - RKM
7	Engie Resources	\$ 61.85	elec svc @ various addresses 8/25/19 - TAD 8/10
8	Ohio Edison	\$ 55.87	elec svc @ 36550 Chestnut Ridge 8/6/19-9/5/19 - RKM
9	Ohio Edison	\$ 63.42	elec svc @ 37780 Center Ridge Rd 8/6/19-9/5/19 - RKM
10	Avon Lake Regional Water	\$ 376,037.81	Water Used from ETL2 - August 2019 - RKM
		<u>\$ 403,126.90</u>	

**AVON LAKE REGIONAL WATER
FUND 749 - LORCO EXPENSES
SEPTEMBER 17, 2019**

	Vendor	Amount	Description
1	Eaton Tru Value	\$ 6.08	Mnt Spl - Blindspot mirrors 8/28/19 - RK
2	John S Fenik	\$ 195.00	Lawn Svc @ Island Rd PS and LORCO Fourplex 8/18/19 - RK 2/2
3	Engie Resources	\$ 353.66	elec svc @ various addresses 8/25/19 - TAD 9/10
4	Ohio Edison	\$ 743.06	elec svc @ 38393 Royalton Rd 8/2/19-9/3/19 - RKM
5	Ohio Edison	\$ 440.10	elec svc @ 9845 Avon Belden Rd 8/6/19-9/5/19 - RKM
6	Engie Resources	\$ 66.39	elec svc @ various addresses 8/25/19 - TAD 10/10
7	Ohio Edison	\$ 106.70	elec svc @ 10301 Reed Rd 8/6/19-9/5/19 - RKM
8	Ohio Edison	\$ 57.03	elec svc @ 10920 Hawke Rd 8/6/19-9/5/19 - RKM
9	Ohio Edison	\$ 58.01	elec svc @ 12169 Avon Belden 8/3/19-9/3/19 - RKM
10	Ohio Edison	\$ 59.60	elec svc @ 12901 Avon Belden 8/3/19-9/3/19 - RKM
11	Ohio Edison	\$ 61.55	elec svc @ 36780 Giles Rd 8/2/19-8/30/19 - RKM
12	Ohio Edison	\$ 61.93	elec svc @ 33930 Cooley Rd 8/3/19-9/4/19 - RKM
13	Frontier Communications	\$ 56.43	Telephone svc @ Fourplex 8/25/19 - RKM
14	Link Computer Corporation	\$ 305.42	Muni-Link Billing - September 2019 - RKM 3/3
15	SmartBill Inc	\$ 612.51	LORCO Bills - Print and Postage 8/31/19 - RKM
16	LORCO	\$ 6,500.00	Mo. Op. Advance per Board - September 2019 - RKM
		<u>\$ 9,683.47</u>	

**AVON LAKE REGIONAL WATER
FUND 765 - LATERAL LOAN EXPENSES
SEPTEMBER 17, 2019**

	Vendor	Amount	Description
1	Heczko Construction LLC	\$ 4,000.00	Lateral Loan Program - 263 Brookfield - RKM
2	KMU Residential Inc.	\$ 4,000.00	Lateral Loan Program - 207 Lear Rd - RKM
3	Reliable Basement & Drain LLC	\$ 3,430.00	Lateral Loan Program - 202 Inwood - RKM
		<u>\$ 11,430.00</u>	

September 12, 2019

ATTORNEY-CLIENT PRIVILEGED
ATTORNEY WORK PRODUCT

BY E-MAIL: TDanielson@avonlakewater.org
& REGULAR U.S. MAIL

Todd A. Danielson, P.E., BCEE
Chief Utilities Executive
Avon Lake Regional Water
201 Miller Road
Avon Lake OH 44012

Re: Avon Lake Regional Water - Aqua Marine- Kopf

Dear Todd:

The Ohio Rules of Professional Conduct and our firm policy require written attorney-client agreements. This letter will confirm that you have selected our firm to represent Avon Lake Regional Water, as defined below, in the above-referenced matter. This letter outlines the scope, nature and duration of the engagement we have agreed to undertake on behalf of Avon Lake Regional Water.

SCOPE AND DURATION OF ENGAGEMENT. The nature and scope of the engagement by and on behalf of Avon Lake Regional Water is to represent its interest in the above-captioned matter. This will include taking the matter to completion. We have performed a conflict check and have confirmed that no actual conflicts affect our ability to represent Avon Lake Regional Water. The current engagement will end at the conclusion of the above-captioned matter.

OUR BILLING AND PAYMENT POLICIES. Our professional fees are based on a variety of factors, primarily the time expended by our attorneys and our paralegal assistance on your legal matters. An hourly rate has been established for each attorney and paralegal in our firm. These professional rates are subject to periodic review and adjustment and your fees will be based on the hourly rates in effect at the time the services are rendered.

In addition to our professional fees for legal service, you will be responsible for certain costs which we incur in connection with your representation. These costs typically include costs of photocopying, court filing fees, computer research and travel. Depending



Mr. Todd Danielson
September 12, 2019
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on the size of the expense, we may ask that you make payment directly to the supplier. If it is necessary and appropriate that professionals or experts, consultants or witnesses must be retained, you will be responsible for the costs and fees incurred by these professional service suppliers. Our invoices for professional fees and costs are rendered on a monthly basis and are due and payable upon receipt. My current hourly rate discounted for the public utility, as well as that of Anthony J. Coyne and John W. Monroe is \$300. Per your request, time shall be recorded in .10 hourly increments. Other members of our firm and paralegals may assist in the handling of this matter. Those fees are based on the level of their experience and expertise. A specific fee schedule of attorney hourly rates will be provided upon request. These rates may be adjusted from time to time, although we will provide prior notice of any adjustment. We also reserve the right to charge interest at the rate of 1% per month for any outstanding balance over 30 days.

The fees and costs for services rendered by us pursuant to this letter shall not exceed \$10,000.00 without additional authorization from the Board of Municipal Utilities. All fees and costs payable by Avon Lake Regional Water pursuant to this letter shall be paid only out of the proceeds received by Avon Lake Regional Water from the sale of water and charges for sanitary sewer.

The Ohio Supreme Court Rules of Professional Conduct require attorneys to charge reasonable fees for their services. We carefully review our professional fees and base the fees on time and labor required, the fee customarily charged in locality and other factors. We reserve the right to adjust and increase our hourly rates as circumstances may warrant and by signing this agreement, you acknowledge and authorize our firm to adjust its rates on an annual basis.

Given the public purpose, we require no retainer.

CONFLICTS OF INTEREST. As noted above, we have confirmed that there are no actual conflicts of interest which currently exist. However, you should be aware that from time to time, potential conflicts of interest can arise from a variety of situations. If you become aware of any potential conflict of interest, you are asked to notify us immediately. Likewise, if we become aware of a potential conflict of interest, we will notify you and consult with you. If appropriate, we may request a written waiver of conflict if a potential conflict arises. However, under certain circumstances, we may require withdrawal from representation in an appropriate written notice to you if the conflict is real and cannot be waived.

COMMUNICATIONS. We will communicate with you in writing, including by fax or e-mail, by telephone and in person as circumstances warrant. We will keep you advised of developments of interest in this matter and encourage you to communicate with us at any time regarding any aspect of this matter or our representation of you in this matter. We will consult with you as appropriate in the preparation of court papers and other

Mr. Todd Danielson
September 12, 2019
Page 3

documents and in connection with our other aspects of the preparation of this matter on your behalf, including for depositions and trial.

FILE. We will maintain a specific file relating to this matter. Our file will include all pertinent documents, including correspondence, pleadings, legal research, discovery and other matters relevant to this case. Your file will be maintained on a private, confidential and proprietary basis. Our communications with you will ordinarily be protected by attorney/client privilege and we caution you not to inadvertently waive the privilege by sharing the information or documents we provide to you with third parties.

Please note that pursuant to your request, we will return the file to you upon the conclusion of this matter.

WITHDRAWAL FROM REPRESENTATION. Although unlikely, circumstances may arise where the firm believes that it is required to withdraw from its representation of the client's interests in a particular transaction or proceeding. Such circumstances occur when a client:

1. Refuses to fully cooperate in the defense of the matter;
2. Misrepresents or fails to disclose material facts to us; or
3. Insists upon a conduct contrary to law, which in our opinion, would result in a violation of any ethical or other rule governing the practice of law.

If such situation develops where we conclude that we must withdraw from your representation, we will promptly advise you of that fact and will discuss it with you. Our right to withdraw from representation is governed by various rules and regulations including the Ohio Supreme Court Rules of Professional Conduct.

CONCLUSION. If you have any question about the terms of our representation, our billings or other matters, please do not hesitate to contact me as I will be the principal firm contact.

Please review this agreement, sign it and return it to me by e-mail or in the enclosed prepaid envelope at your earliest convenience.

Very truly yours,

MANSOUR GAVIN LPA


Bruce G. Rinker

BGR/dat
Enclosures

Mr. Todd Danielson
September 12, 2019
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Approved as to form:

Abraham Lieberman, Law Director
City of Avon Lake

AVON LAKE REGIONAL WATER

By: _____

Printed Name: _____

Its: _____

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE

(continuing contract to be performed in whole or in part in an ensuing fiscal year)
ORC 5705.41; Avon Lake Charter 58

The undersigned, the Director of Finance of the City of Avon Lake, hereby certifies that the amount required to meet the obligation imposed on the City by the contract to which this Certificate is attached in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Date: _____, 2019

Steven J. Presley, Director of Finance

ACTION ITEMS FROM BOARD MEETINGS

DATE	CATEGORY*	TOPIC	SOLUTION	STATUS
9/3/2019	Misc.	Members asked if there was a requirement for the Civil Service Advertisement to be put in the local paper.	Civil Service Rules require publication in one paper of "general circulation." Westlife has historically been used because it is the most reasonably priced.	Answer
9/3/2019	Lateral Proj.	Members asked about the legal path forward for properties still connected to the combined sewer.	The CUE/CUO will be meeting with the Law Director and Public Works Director 9/13/19 to discuss options.	Answer
9/3/2019	Misc.	Members asked that awards won by Avon Lake Regional Water be displayed for the public to see.	Staff will look into a display case or another method of display.	Answer
8/23/2019	Misc.	Members asked for "On Hold Messaging" for the new phone system.	Staff has included the "On Hold Messaging" in the new phone system.	Answer
7/2/2019	Financial	Members expressed concern re LORCO Board's consideration of tap fee changes for the Ryan Homes project.	LORCO has told Ryan Homes that tap fees will be the same as for all other new development.	Answer
4/2/2019	Misc.	Please consider a landscape bed in front of the fence on Lake Rd. near WRF.	A landscape easement was drafted by the Law Director and is currently being reviewed by GenOn.	Answer
4/2/2019	Misc.	Members asked to see the new agreement with Sprint for a structure on the water tower	The CUO is working with the Law Director on revisions to the agreement and will provide a draft to the Board before requesting approval.	Answer
3/19/2019	Financial	Please see if there is a way to work together with the City regarding the phone system.	Interacting with City's intended phone system provider regarding initial proposal and requesting updates prior to final selection.	Answer
4/16/2019	Financial	Look into the economics of what it would take to make valve exercising a service for bulk, and other, customers.	The CUE has spoken with bulk customers, and 3 would like to explore the possibility. Currently initially using equipment to get comfortable with it and working with legal to determine required agreements, etc.	Answer
3/19/2019	Financial	What are anticipated costs for Class B v. landfilling residuals?	Will be included as a part of the Residuals Master Plan or with potential earlier Residuals bidding process.	Answer
3/4/2019	Financial	Why is Avon Lake Regional Water being charged property taxes despite being a tax-exempt organization, and have we filed the appropriate exemptions?	All required documents have been submitted to the County. The Finance Director is awaiting a response.	Answer
3/19/2019	Misc.	Please work with the City to see how the Developer Agreement could be worked into the Planning Code.	The CUE is working with the Public Works Director on this matter.	Answer
1/15/2019	Misc.	Readerboard sign for Lake Road	Zoning classified Water Plant as institutional and we are required to follow the permitted use of "Public Utility Transmission & Distribution Stations" Section 1212.03 of the Zoning regulations.	Answer

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