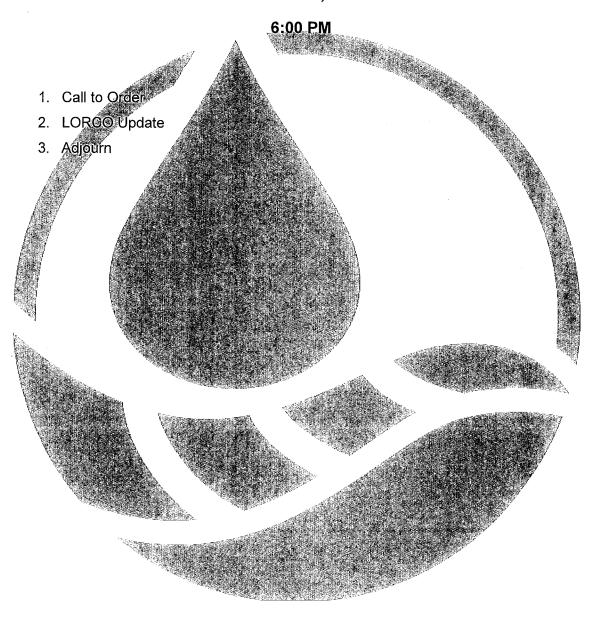
Avon Lake Board of Municipal Utilities

AGENDA

For

WORK SESSION

Tuesday



Avon Lake Regional Water

MEMORANDUM

To:

Board of Municipal Utilities

From:

Todd Danielson

Subject:

Work Session Agenda Items - October 17, 2017

Date:

October 13, 2017

As a reminder, please try to arrive early for the PSA taping at 5:30.

Item 2:

LORCO Update - TAD

Gene Toy will present his approximately semi-annual update regarding LORCO to the Board. He will provide information about the recently-signed contract with Cinnamon Lake, update the Board about a few major developments in Lorain County, and close out with how these projects should affect revenues and expenses.

Avon Lake Board of Municipal Utilities

AGENDA

For

Tuesday

October 17, 2017

Immediately Following Work Session

- 1. Call to Order
- 2. General Matters
 - A. Approve Minutes
 - B. Public Speakers (3 minutes each)
 - C. Correspondence
- 3. Expenditures
- 4. Construction Inspector
- 5. Informational Items
 - A. Reports/Updates
 - 1) Lateral Loan Program
 - 2) Streets without Storm Sewer Access
 - 3) Website Update
 - 4) Project Updates
 - 5) Lateral Updates
 - 6) CUE Action Items
 - 7) Chairman/Committee/Member Reports
 - 8) CUE Report
 - B. Miscellaneous
- 6. Public Speakers
- 7. Executive Session
- 8. Union Agreement
- 9. Adjourn

Avon Lake Regional Water

MEMORANDUM

To: Board of Municipal Utilities

From: Todd Danielson & Steve Baytos

Subject: Agenda Items – October 17, 2017

Date: October 13, 2017

<u>Item 2B</u>: Public Speakers – TAD

Following candidate Zach Arnold introducing himself to the Board at its last meeting, the Community Outreach Specialist is reaching out to the other candidates to notify them of the public comment period of the Board's meetings.

<u>Item 4</u>: Construction Inspector – TAD

Construction Inspector Ryan Webb has served in his current capacity since August 2015 and may remain with the organization through the completion of the 45s combined sewer separation. To acknowledge the experience he has gained and the additional benefits to the organization he provides, Mr. Webb's direct supervisor requests his hourly wage be increased. With the concurrence of the CUE, we request the Board raise his hourly wage rate from \$16.00 to \$18.00 effective with the pay period including November 1, 2017, and to \$18.50 with the first pay period of 2019. If he is still employed during the first pay period of 2020, we request his hourly wage be increased to \$19.00. The Board acted similarly in late 2014 to set a wage progression in place for the other two inspectors.

The Principles that would help guide the Board are:

- Sustain an empowered, skilled workforce with a commitment to innovation.
- Exercise fiduciary responsibility.

Recommended Motion:

I move to set Ryan Webb's hourly wage at \$18.00 beginning with the pay period including November 1, 2017, \$18.50 beginning with the first pay period in 2019, and \$19.00 beginning with the first pay period in 2020, if he remains employed in his current position.

<u>Item 5A1</u>: Lateral Loan Program – TAD

At the Board's last meeting, members indicated they would like to see the current version of the lateral loan agreement to better understand how landlord/tenant aspects fit within the overall context of the agreement. The attached agreement is the most-recent version that includes edits from the Law Director meant to provide sufficient power to the Board to implement robust remedies for default, regardless of whether it is a landlord/tenant agreement or a classic owner-who-is-the-customer agreement.

Item 5A2: Streets without Storm Sewer Access - TAD

At the previous meeting, a member requested information regarding the 25 known streets where residents do not have access to the storm sewer. With the 2016 Mull-Norman project, two of the streets were addressed; and with the 2018 Curtis project, one more will be addressed. Of the other 22 streets, some are streets that were separated decades ago (often with a storm sewer constructed to capture roadside storm drainage exclusively) and others were never considered a combined sewer (several are north of Lake Road and do not have more than shallow roadside drainage). The streets that were never considered to have a combined sewer do not have an established separation deadline date.

Until recently, the Public Works department had stated that it would work with customers individually on streets without storm sewer access in order to separate laterals. However, recently, the Public Works department determined that a more holistic approach is warranted. Avon Lake Regional Water is supporting the Public Works department in its development of a plan that will be presented to the Sewer Committee in November. Based upon where staff believes the outcome will be, it is possible that staff may request a postponement of the deadline for the 12 streets without storm access and with a February 2018 deadline. The CUE will present additional information at the October 17, 2017, meeting.

Item 5A3: Website Update - TAD

Staff is authorizing our web designer to begin the process of redesigning and updating our website. The site's last update was seven years ago, and it has become cluttered and difficult to navigate. Additionally, it has not been optimized for mobile devices. Staff will work closely with the web designer and create and update content in order to keep costs to a minimum.

Item 5A4: **Project Updates** – SCB

Water Tower: The contractor is targeting an early November fill. Finishing piping and wiring. Water Plant: Working on last item (a meter install).

Corrosion Control: Phosphate addition is on-going. Water remains clear in the distribution system and turbidity levels remain stable, though higher, at the 1 mg/L phosphate dosage. Staff is investigating changing the feed point and/or chemical.

ETL2 Pumps: The pumps are installed, are being wired, and should be operational by November 15.

Wastewater Plant: Alum, return activated sludge, and waste activated sludge pumps are officially started up. Final clarifiers will start this week, along with west aeration and the alum clarifier. Fiber pull starts this week.

Elyria Interconnection: Bidding documents are targeted to be issued near year's end, with the project being awarded in the spring. It should be substantially complete by the end of 2018.

Item 5A5: Lateral Updates – TAD

The lateral separation program continues to progress. As of October 12, 2017, letters have been sent to 3,013 residents indicating that they may have clean water entering their sanitary lateral and requesting Avon Lake Regional Water be contacted to determine whether this may be the case. To date, 2,471 (82%) have responded (up 23 since 9/29/17). Of the 2,471, 1,800 either have separated laterals or already had separated laterals and 671 either have problems

or are believed to have problems. By extrapolation, approximately 1,030 (671+ ~67% of homes not inspected) may need to separate laterals.

As of October 12, 2017, 385 of the homes with the February 1, 2018, deadline have yet to respond and have their free inspection. It is anticipated, approximately 265 of these homes will need to separate, along with the 435 homes we know need to separate. Therefore, about 700 need to separate to comply with the February 2018 deadline. (Note, the Curtis homes have not yet been removed from this number.)

The total executed Lateral Loan Program agreements are now at 183 (up 7 since September 29, 2017), with \$673,355 committed and \$220,495 paid to contractors so far. The average loan request is for approximately \$3,350. Customers began repaying loans following the December 2016 billing. Through receipts so far in the September 2017 billing, \$7,958 has been repaid.

<u>Item 5A6</u>: **CUE Action Items** – *TAD*

Below are responses to questions asked by the Board:

Sprint antenna on old Walker Road tower: Upon review of the Clear Wireless, LLC (Sprint) agreement for the cell antenna on the current Walker Road tower, there will need to be an amendment because the agreement specifically states the address. By moving the site, Clear Wire will have an option to terminate under the clause, "if Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference..." The CUE is working with the Zoning Administrator to establish the new tank as a wireless communications site.

Item 7: **Executive Session** – *TAD*

The CUE requests to meet with the Board to discuss employee matters/collective bargaining.

Recommended Motion:

I move to meet in Executive Session as allowed by ORC 121.22 (G)(1) to discuss employee matters and as allowed by ORC 121.22 (G)(4) to discuss collective bargaining and to include the Chief Utilities Executive, the Wastewater Manager, and the Community Outreach Specialist in the discussion.

Item 8: Union Agreement – TAD

Based upon explanations in the Executive Session, the CUE requests the Board approve the tentative agreement with the union.

The Principles that would help guide the Board are:

- Sustain an empowered, skilled workforce with a commitment to innovation.
- ♦ Lead by influencing change that will leave a legacy for future generations.
- Exercise fiduciary responsibility.

Recommended Motion:

I move to approve the tentative collective bargaining agreement with the United Steel Workers Local 1-865 for the contract period of July 1, 2017 to June 30, 2020.

Board of Municipal Utilities Regular Meeting Minutes October 3, 2017 201 Miller Road Avon Lake, Ohio

Call to Order - Roll Call

The meeting was called to order at 6:30 PM.

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

Also present: WPCC Manager Baytos, Community Outreach Specialist Arnold, Customer Service Clerk Farch, Mayor Zilka, Councilmember Fenderbosch, and Council Candidate Zachary Arnold.

Due to CUE Danielson's absence and per the Board's 2016-2017 organizational meeting, WPCC Manager Baytos served as Acting Clerk.

Approve Minutes

Chairman Dzwonczyk presented the minutes of the September 19, 2017, regular meeting and with no changes, additions or corrections noted, ordered that the minutes stand and be distributed as presented.

Public Speakers

Mr. Zachary Arnold said he is a current Council-at-Large candidate in this November's election and thanked the Board for the opportunity to introduce himself. Chair Dzwonczyk then recognized that Mr. Rickey and Mr. Rush also running for re-election to this Board.

Correspondence

None.

Expenditures

Following review of expenses dated October 3, 2017, for funds and amounts as follows, Mr. Rickey moved, Mrs. Schnabel seconded, that all be approved and paid per budget:

Water Fund 701	\$ 213,174.65
Wastewater Fund 721	\$ 166,021.80
MOR Fund 703	\$ 21,026.28
MOR Fund 762	\$ 6,521.00
LORCO Fund 749	\$ 336.29
Waterworks Construction Fund 704	\$ 40,000.00
Waterworks Construction Fund 724	\$ 139,017.00
Lateral Loan Fund 765	\$ 17,860.00

Ayes: Dzwonczyk, Phillips, Rickey, Rush, Schnabel

Nays: None Motion carried.

Curtis Drive

A Curtis Drive resident's request for an extension of the lateral separation deadline was presented for the Board's consideration. CUE Danielson explained in this meeting's write-up that Curtis is one of the original 25 (known) streets that doesn't have an accessible storm sewer for residents. The City has thus far been working individually with residents to establish connections to the storm sewer, and as was done for Mull and Norman during the rehabilitation project in 2016, the City will be partnering with Avon Lake Regional Water on the upcoming 2018 Curtis rehabilitation project to install storm laterals and/or provide an accessible storm sewer. The Sewer Committee of Council is currently discussing the potential level of City involvement to assist with accessibility regarding the other streets so affected. The CUE therefore recommended postponing the Curtis lateral separation deadline until February 1, 2019, and that the Board also consider something similar for the remaining streets without access. Mr. Rickey said he was unaware that areas of concern existed in addition to the upcoming 45s project and questioned who will bear the expense. Chairman Dzwonczyk explained that the streets in question have separate storm and sanitary sewers, however storm connections are currently unavailable to property owners. The targeted separation areas have been projects where combination sewers have been separated, converted to storm sewers, and the lateral connections provided as part of the projects. Avon Lake Regional Water's mandated deadline for the elimination of sanitary overflows prompted the established separation deadlines, and Chairman Dzwonczyk noted the Board thereby responsible to act on this resident's request. Mrs. Schnabel moved, Mr. Phillips seconded, to delay the deadline for customers to separate laterals on Curtis Drive from February 1, 2018 to February 1, 2019.

Ayes: Dzwonczyk, Phillips, Rickey, Rush, Schnabel

Nays: None Motion carried.

Mr. Rickey asked that a list of the other streets involved in this scenario, and their separation deadlines, be provided and scheduled for discussion at the Board's next meeting.

Reports/Updates

Lateral Loan Program

Conversation regarding Muni-Link's recently reported ability to bill owners and tenants respectively for lateral loan versus usage charges resulted with the presentation of the Lateral Loan Agreement Articles 5.5 and 7.2 in the meeting's write-up. Article 5.5 addresses situations where the homeowner and resident are the same, and Article 7.2 where the homeowner is a landlord with a tenant residing at the property and responsible for usage charges. All members believe that the language fits the intent and the possible means of collection of unpaid balances clearly stated as established by Avon Lake Regional Water's Rules and Regulations. However all agreed that each instance of default could be potentially different, and therefore the collections action also

potentially different. Mr. Rush asked that a copy of the entire Lateral Loan Agreement be made available at their next meeting for clarification and further discussion.

Project Updates

WPCC Manager Baytos updated the following projects verbally and by copy of the write-up:

- Water Tower: Internal bowl painting is complete and crews are working on electrical and piping.
- ♦ Water Plant: Working on the last item, a meter install.
- ♦ Corrosion Control: Phosphate addition is on-going. Water remains clear in the distribution system; however elevated turbidity levels (approaching allowed limits) have reduced the dosage rate to counteract that issue. Staff is working with the consultants and reaching out to several others to identify the most appropriate path forward.
- Wastewater Plant: The final alum clarifiers and recycle systems should be operational within a week. Concrete work for the screenings building is complete, and brick work is starting. Headworks pumps are on site and should be operations by year's end.
- Elyria Pump Station: Design is progressing and hope to bid during the spring. Chairman Dzwonczyk asked that an update on this project be given at their next meeting.

Lateral Updates

Sewer lateral separation and loan program numbers were updated by this meeting's write-up.

CUE Action Items

The following responses to questions previously asked by the Board were presented by copy of this meeting's write-Up:

- ▲ Lake Erie Diving invoice: The invoice approved at the last meeting related to cleaning out the 36" intake crib, fixing some of the copper cladding that had been damaged, and repairing the inspection hatches.
- ♠ AWWA membership: Membership is extended to managers and water plant operators. The CUE has inquired with AWWA regarding group discounts, etc., and it appears there are ways to either reduce expenses or improve benefits for a similar expense. The CUE is investigating tradeoffs.

Chairman/Committee/Member Reports

◆ The Chair asked that a brief Executive Session be added to this evening's agenda to discuss legal matters. There were no objections.

Mrs. Schnabel reported that details are being finalized with Tri-C and a contract should be signed soon. Their focus will initially be on the office and leadership, with training on operational processes and procedures introduced slowly next year. In response to the Chair's request, Tri-C will be asked to make a presentation to the Board, inclusive of their intended time frames, at a future meeting.

Public Speakers

Mayor Zilka said that a Country Club Drive resident recently questioned him about low water pressure in his neighborhood. The resident's North Ridgeville based sprinkler service company told him that the water pressure in the southeast end of Avon Lake is "notoriously low". Staff responded that they are unaware of any complaints, and Mr. Phillips, a resident of that area, offered that he has had no problems at his home or with his sprinkling system.

Executive Session

Mr. Rush moved, Mr. Rickey seconded, to meet in Executive Session as allowed by ORC 121.22 (G)(4) to discuss legal matters.

Ayes per roll call vote: Dzwonczyk, Phillips, Rickey, Rush, Schnabel Nays: None Motion carried.

The Board reconvened at 7:45 PM.

Adjourn

As there was no further business, Mr. Rush moved, Mr. Rickey seconded, that the meeting adjourn at 7:45 PM.

Ayes: Dzwonczyk, Phillips, Rickey, Rush, Schnabel

Nays: None Motion carried.

Approved October 17, 2017

John G. Dzwonczyk, Chairman

Stephen C. Baytos, Acting Clerk

Avon Lake Regional Water WATER FUND 701 EXPENSES

	Name	Amount		Memo	Account	
1	Water Employees	\$	59,631.57	Salaries P/R #21.091817-100117	701.180.000-51102-Salaries	
2	Water Employees	\$	2,782.00	PartTime P/R #21.091817-100117	701.180.000-51105-PartTime	
3	Water Employees	\$	5,826.40	OT-Plant P/R #21.091817-100117	701.180.000-51106.101-OT Plant	
4	Water Employees	\$	1,419.66	OT-Distrib P/R #21.091817-100117	701.180.000-51106.102-OT Dist	
5	Water Employees	\$	1,642.09	OT-Admin P/R #21.091817-100117	701.180.000-51106.103-OT Admin	
6	Medical Mutual	\$	25,857.28	Hospitalization-November 2017	701.180.000-52203-Hospital	
7	Medical Mutual	\$	345.28	Medical Mutual Pmt 10/03/17	701.180.000-52203-Hospital	
8	Medical Mutual	\$	(1,731.66)	Med Mut Emp Contrib P/R#21	701.180.000-52203-Hospital	
9	Medical Mutual	\$	1,031.94	Medical Mutual Pmt 10/11/17	701.180.000-52203-Hospital	
10	Medical Mutual	\$	188.20	Group Life - November 2017	701.180.000-52204 Group Life	
11	Medical Mutual	\$	1,332.86	Dental/Vision-November 2017	701.180.000-52205-Dental/Vis	
12	Medical Mutual	\$	6,918.34	Prescription Drug-November 2017	701.180.000-52207-Presc Drug	
13	Medicare	\$	889.59	Medicare P/R #21.100117	701.180.000-52212-Medicare	
14	Cintas Corporation	\$	194.52	1/2-Employee Uniform Rental-Sept. 2017-RK	701.180.000-52226-Clothing	
15	Randall's Team Shop	\$	228.00	Employee Clothing for WA Plant-CMA	701.180.000-52226-Clothing	
16	Randall's Team Shop	\$	112.50	1/2-Employee Baseball Caps-CMA	701.180.000-52226-Clothing	
17	Brass, Mike	\$	40.00	4 Employee Meal Allowances-LS	701.180.000-52227-Meal Allow	
18	Mosher, Gregory	\$	20.00	2 Employee Meal Allowances-LS	701.180.000-52227-Meal Allow	
19	Mercy Occupational Health	\$	139.00	PreEmp Physical/DOT Testing-R.Lulfs-TAD	701.180.000-53206-Physical	
20	Automated Business Machines	\$	12.98	1/2-Ink Cartridge for Check Scanner-LS	701.180.000-53602-Office Supply	
21	Avon Lake Printing	\$	466.00	Misc Forms for Water Plant-GY	701.180.000-53602-Office Supply	
22	Avon Lake Printing	\$	41.50	1/2-Business Card for T.Danielson-TAD	701.180.000-53602-Office Supply	
23	FedEx	\$	48.87	Shipping Charges-LS	701.180.000-53602-Office Supply	
24	FriendsOffice	\$	160.83	1/2-Office Supplies-MW	701.180.000-53602-Office Supply	
25	Link Computer Corp.	\$	1,991.25	MuniLink Billing-October 2017-TAD	701.180.000-53602-Office Supply	
26	SmartBill	\$	1,712.25	Forms & Envelopes for Bills-TAD	701.180.000-53602-Office Supply	
27	SmartBill	\$	3,069.89	Mail/Postage for 3rd Qtr Wa Bills-TAD	701.180.000-53602-Office Supply	
28	Staples Advantage	\$	131.86	1/2-Office Supplies-LS	701.180.000-53602-Office Supply	
29	NationalOffice	\$	1,307.89	Work Space Furniture-TAD	701.180.000-53602-Office Supply	
30	Fuelman	\$	476.93	1/2-Fuel for Vehicles.092517-100817-LS	701.180.000-53604-Gasoline/Oil	
31	Galco Industries	\$	378.25	Equipment Maintenance-GY	701.180.000-53607-Equip Maint	
32	Jack Doheny Companies	\$	151.07	1/2-Equipment Maintenance-RK	701.180.000-53607-Equip Maint	
33	Sal Chemical	\$	5,106.64	Lime Slurry Additive-GY	701.180.000-53611-Op.Supplies	
		\$	16,959.09	123.97 Tons Alum-GY	701.180.000-53611-Op.Supplies	
	JCI, Jones Chemicals Inc.	\$	3,600.00	6 Tons Chlorine@Wa Plant-GY	701.180.000-53611-Op.Supplies	
36	E&H Hardware Group, LLC.	\$	206.71	1/2-Maintenance Supplies-TAD	701.180.000-53612.001-Plants	
37	•	\$	1,105.72	Maintenance Supplies-GY/RK	701.180.000-53612.001-Plants	
38	Home Depot Credit Services	\$	185.16	1/2-Maintenance Supplies-RK	701.180.000-53612.001-Plants	
39	Indy Equipment and Supply LLC	\$	1,217.43	1/2-Maintenance Supplies-RK	701.180.000-53612.001-Plants	
40	Lakeshore Tool & Equipment	\$	158.59	1/2-Maintenance Supplies-RK	701.180.000-53612.001-Plants	
41	Lowe's	\$	531.31	Maintenance Supplies-RK	701.180.000-53612.001-Plants	
42		\$	120.00	Topsoil-Repair Yards from Wa Breaks-RK	701.180.000-53612.001-Plants	
43	Titan Supply Company	\$	830.00	1/2-Maintenance Supplies-RK	701.180.000-53612.001-Plants	
44	Trico Oxygen Company	\$	497.76	Maintenance Gases & Supplies-GY/RK	701.180.000-53612.001-Plants	
45	Discount Drug Mart	\$	41.25	1/2-Maintenance Supplies-LS	701.180.000-53612.001-Plants	
46 47	Grainger Harold Archor & Sons, Inc.	\$ ¢	840.84	Maintenance Supplies-GY	701.180.000-53612.001-Plants	
47 49	Harold Archer & Sons, Inc.	\$	3,224.02	174.27 Tons Stone-RK	701.180.000-53612.002-Lines	
48	Mack Industries, Inc.	\$	2,814.00	1/2-Maint Supplies (ReadyMixBlocks)-RK	701.180.000-53612.004-Other	
49 50	Westview Concrete Corp.	\$ •	1,133.00 63.00	Concrete Repairs-RK	701.180.000-53612.004-Other	
50 51	Culligan of Cleveland Environmental Resource Associates	\$ ¢	60.87	DI Rental.100117-103117-GY	701.180.000-53613-Lab Supplies	
51 52	Idexx Laboratories	\$ \$	4,462.96	Lab Testing-GY Lab Supplies-GY	701.180.000-53613-Lab Supplies	
	Scientific Methods, Inc.	Ф \$	4,462.96 375.00	Lab Supplies-GY Lab Sample Testing-GY	701.180.000-53613-Lab Supplies	
JJ	Coloritino Metroda, Inc.	φ	313.00	Lab dample Teating-GT	701.180.000-53613-Lab Supplies	

Avon Lake Regional Water WATER FUND 701 EXPENSES

54	Trico Oxygen Company	\$	40.60	Lab Gases-GY	701.180.000-53613-Lab Supplies	
55	a.m. design group, inc.	\$	779.90	1/2-Water Quality Report-CMA	701.180.000-53701.002-Other	
56	Brakey Energy, Inc.	\$	920.00	1/2-Mo.Fee for Energy Mgmt-Sept.2017-TAD	701.180.000-53701.002-Other	
57	Solar Testing Laboratories, Inc.	\$	389.00	Testing/Inspect@WalkerTank.090417-091717-TAD	701.180.000-53701.002-Other	
58	SOS Integration Services	\$	3,470.00	SCADA Support/Repairs-GY	701.180.000-53701.002-Other	
59	Technology Management Solutions	\$	1,178.75	1/2-Computer Support-Sept. 2017-TAD	701.180.000-53701.002-Other	
60	Technology Management Solutions	\$	1,024.99	1/2-Offsite Backup-October 2017-TAD	701.180.000-53701.002-Other	
61	Columbia Gas of Ohio	\$	126.18	Gas Svc@201 Miller.082517-092617-TAD	701.180.000-53702.002-Bldgs	
62	Engie Resources	\$	2,717.18	Engie Resources Energy Chgs-Oct. 2017-TAD	701.180.000-53703.001-Plants	
63	Engie Resources	\$	26,255.88	Elect@WaPlant.081917-091917-TAD	701.180.000-53703.001-Plants	
64	Engie Resources	\$	4,320.80	Elect@SIP Bldg.081117-091117-TAD	701.180.000-53703.002-Bldgs	
65	Engie Resources	\$	4,956.22	Elect@SIP P.S.081117-091117-TAD	701.180.000-53703.002-Bldgs	
66	Engie Resources	\$	559.86	Elect@201Miller.081117-091117-TAD	701.180.000-53703.002-Bldgs	
67	Illuminating Company	\$	5,375.16	Elect@SIP P.S.091217-100917-GY	701.180.000-53703.002-Bldgs	
68	Illuminating Company	\$	(147.53)	Credit on Aux P.S.071217-090817-GY	701.180.000-53703.002-Bldgs	
69	Illuminating Company	\$	62.81	Elect@WalkerTower.08117-091217-GY	701.180.000-53703.002-Bldgs	
70	Illuminating Company	\$	66.84	Elect@LearTower.080817-090717-GY	701.180.000-53703.002-Bldgs	
71	Avon Lake Regional Water	\$	6,530.22	Water Used from ETL1-September 2017-TAD	701.180.000-53704-Water Used	
72	CenturyLink	\$	569.89	TelephoneSvc@WaPlant-Sept.2017-GY	701.180.000-53705-Communication	
73	CenturyLink	\$	690.29	Telephone Svc@201Miller-Sept.2017-TAD	701.180.000-53705-Communication	
74	Spectrum Business	\$	214.99	Internet@WaPlant.093017-102917-GY	701.180.000-53705-Communication	
75	Verizon Wireless	\$	387.06	1/2-Cell Phone Svc.092617-102517-TAD	701.180.000-53705-Communication	
76	Yuronich, Greg	\$	25.00	Cell Phone Reimbursement-Oct. 2017-TAD	701.180.000-53705-Communication	
77	AutoZone	\$	9.00	1/2-Misc Truck Parts-RK	701.180.000-53707-Mobile Maint	
78	AutoZone	\$	153.50	Misc Truck Parts-GY	701.180.000-53707-Mobile Maint	
79	Bikini bottom Logs & Lumber	\$	87.14	1/2-Board for Truck Repairs-RK	701.180.000-53707-Mobile Maint	
80	NAPA Avon	\$	194.92	1/2-Misc Truck Parts & Tools-RK	701.180.000-53707-Mobile Maint	
81	Ed Tomko Chrysler-Jeep, Inc.	\$	163.65	1/2-Repairs to Jeep Cherokee-RK	701.180.000-53707-Mobile Maint	
82	Rebman Systems, Inc.	\$	264.00	1/2-Fire Alarm Monitoring.110117-103118-RK	701.180.000-53708-Bldg Maint	
83	Speed Exterminating Company	\$	30.00	1/2-Exterminating Svc@201Miller-Sept.2017-TAD	701.180.000-53708-Bldg Maint	
84	Cutting Edge Landscape	\$	380.00	1/2-Lawn Svc@201Miller-Sept.2017-RK	701.180.000-53708.001-Plants	
85	Grainger	\$	604.56	Carpet Runners for 201 Miller-RK	701.180.000-53708.001-Plants	
86	Lawn Tech	\$	210.00	Fertilize Lawns@WaPlant-GY	701.180.000-53708.001-Plants	
87	Bay Mechanical & Electrical Corp	\$	3,976.92	Fiber Optic Work@Water Plant-GY	701.180.000-53708.001-Plants	
88	Higey Mechanical Service, Inc.	\$	8,600.00	Labor/Material-Air Piping & Water Line-GY	701.180.000-53708.001-Plants	
89	Technology Management Solutions	\$	948.39	1/2-Dell OptiPlex 3050 Computer&Monitor-TAD	701.180.000-53804-New Equipment	
	Franklin, Kimberley	\$	11.40	Refund Credit Bal-Acct#00062640-9-LS	701.180.000-53901-Refunds	
	Hannan, Mark	\$	13.50	Refund Credit Bal-Acct. #00061480-0-LS	701.180.000-53901-Refunds	
	McClean, Rena	\$	15.98	Refund Credit Bal-Acct #00290120-4-LS	701.180.000-53901-Refunds	
93	Ravens, Adam	\$	22.11	Refund Credit Bal-Acct #00240770-3-LS	701.180.000-53901-Refunds	
	• •	\$	39.28	Refund Credit Bal-Acct #00153310-0-LS	701.180.000-53901-Refunds	
95	Wright, Nadine	\$	16.76	Refund Credit Bal-Acct #00011140-3-LS	701.180.000-53901-Refunds	
		<u>\$ 2</u>	236,605.69			

Avon Lake Regional Water WASTEWATER FUND 721 EXPENSES

	Name		Amount	Memo	Account		
1	Wastewater Employees	\$	53,139.31	Salaries P/R #21.091817-100117	721.190.000-51102-Salaries		
2	Wastewater Employees	\$	3,151.00	PartTime P/R #21.091817-100117	721.190.000-51105-PartTime		
3	Wastewater Employees	\$	679.02	OT-Plant P/R #21.091817-100117	721.190.000-51105-Part time 721.190.000-51106.101-OT Plant		
4	Wastewater Employees	\$	440.42	OT-Distrib P/R #21.091817-100117	721.190.000-51106.102-OT Distr		
5	Wastewater Employees	\$	462.00	OT-Admin P/R #21.091817-100117	721.190.000-51106.103-OT Admin		
6	Wastewater Employees	\$	94.88	OT-Constr P/R #21.091817-100117	721.190.000-51106.104-OT Constr		
7	Wastewater Employees	\$	612.49	OT-Office P/R #21.091817-100117	721.190.000-51106.105-Office		
8	Medical Mutual	\$	26,463.30	Hospitalization - November 2017	721.190.000-52203-Hospital		
9	Medical Mutual	\$	351.85	Medical Mutual Pmt 10/03/17	721.190.000-52203-Hospital		
10	Medical Mutual	\$	(1,731.66)	Med Mut Emp Contrib P/R#21	721.190.000-52203-Hospital		
11	Medical Mutual	\$	1,051.57	Medical Mutual Pmt 10/11/17	721.190.000-52203-Hospital		
12	Medical Mutual	\$	198.10	Group Life - November 2017	721.190.000-52204-Group Life		
13	Medical Mutual	\$	1,277.59	Dental/Vision - November 2017	721.190.000-52205-Dent/Vis		
14	Medical Mutual	\$	7,125.04	Prescription Drug - November 2017	721.190.000-52207-Presc Drug		
15	Medicare	\$	815.39	Medicare P/R #21.100117	721.190.000-52212-Medicare		
16	Cintas Corporation	\$	194.52	1/2-Employee Uniform Rental-Sept. 2017-RK	721.190.000-52226-Clothing		
17	Randall's Team Shop	\$	112.50	1/2-Employee Baseball Caps-CMA	721.190.000-52226-Clothing		
18	Sadowski, Dale	\$	10.00	1 Employee Meal Allowance-LS	721.190.000-52227-Meal Allow		
19	Spinks, Joshua	\$	10.00	1 Employee Meal Allowance-LS	721.190.000-52227-Meal Allow		
20	Baytos, Steve	\$	3,258.00	Tuition Reimbursement-TAD	721.190.000-53500-Training		
21	Automated Business Machines LLC	\$	12.97	1/2-Ink Cartridge for Check Scanner-LS	721.190.000-53602-Office Supply		
22	Avon Lake Printing	\$	41.50	1/2-Business Card for T.Danielson-TAD	721.190.000-53602-Office Supply		
23	FriendsOffice	\$	160.83	1/2-Office Supplies-MW	721.190.000-53602-Office Supply		
24	Link Computer Corp.	\$	663.75	MuniLink Billing-October 2017-TAD	721.190.000-53602-Office Supply		
25	SmartBill	\$	570.75	Forms & Envelopes for Bills-TAD	721.190.000-53602-Office Supply		
26	SmartBill	\$	1,023.29	Mail/Postage for 3rd Qtr Wa Bills-TAD	721.190.000-53602-Office Supply		
27	Staples Advantage	\$	131.87	1/2-Office Supplies-LS	721.190.000-53602-Office Supply		
28	Fuelman	\$	476.93	1/2-Fuel for Vehicles.092517-100817-LS	721.190.000-53604-Gasoline/Oil		
29	Jack Doheny Companies	\$	151.07	1/2-Equipment Maintenance-RK	721.190.000-53607-Equip Maint		
30	E&H Hardware Group, LLC.	\$	206.71	1/2-Maintenance Supplies-TAD	721.190.000-53612.001-Plants		
31	Home Depot Credit Services	\$	185.16	1/2-Maintenance Supplies-RK	721.190.000-53612.001-Plants		
32	Indy Equipment and Supply LLC	\$	1,217.42	1/2-Maintenance Supplies-RK	721.190.000-53612.001-Plants		
33	Lakeshore Tool & Equipment	\$	158.58	1/2-Maintenance Supplies-RK	721.190.000-53612.001-Plants		
34	Lowe's	\$	423.43	Maintenance Supplies-RK	721.190.000-53612.001-Plants		
35	McMaster-Carr Supply Company	\$	406.06	Maintenance Supplies-SB	721.190.000-53612.001-Plants		
36	Titan Supply Company	\$	830.00	1/2-Maintenance Supplies-RK	721.190.000-53612.001-Plants		
37	Trico Oxygen Company	\$	497.16	Maintenance Gases & Supplies-RK/SB	721.190.000-53612.001-Plants		
38	Zoro Tools, Inc.	\$	280.84	Maintenance Supplies-SB	721.190.000-53612.001-Plants		
39	Discount Drug Mart	\$	41.24	1/2-Maintenance Supplies-LS	721.190.000-53612.001-Plants		
40	Mack Industries, Inc.	\$	2,814.00	1/2-Maintenance Supplies (ReadyMixBlocks)-RK	721.190.000-53612.004-Other		
4 1	Culligan of Cleveland	\$	37.80	DI Rental.100117-103117-GY	721.190.000-53613-Lab Supplies		
42	Jones & Henry Laboratories, Inc.	\$	310.00	Lab Testing (Mercury & Cyanide)-SB	721.190.000-53613-Lab Supplies		
43	North Coast Environmental Labs Inc.	\$	38.00	Lab Samples-SB	721.190.000-53613-Lab Supplies		
44	a.m. design group, inc.	\$	779.89	1/2-Water Quality Report-CMA	721.190.000-53701.002-Other		
45	Brakey Energy, Inc.	\$	920.00	1/2-Mo.Fee for Energy Mgmt-Sept.2017-TAD	721.190.000-53701.002-Other		
46	Solar Testing Laboratories, Inc.	\$	497.00	Testing/Inspections@WPCC.090417-091717-TAD	721.190.000-53701.002-Other		
47	Technology Management Solutions	\$	1,178.75	1/2-Computer Support-Sept. 2017-TAD	721.190.000-53701.002-Other		
48	Technology Management Solutions	\$	1,025.00	1/2-Offsite Backup-October 2017-TAD	721.190.000-53701.002-Other		
49	Corner Stone Prof. Land Surveyors	\$	1,200.00	Survey Block A-Westwinds Subd No. 1-JRG	721.190.000-53701.002-Other		
50	Great Lakes Pipeline Services	\$	6,506.00	CCTV Sewers & Laterals on Lake Rd-JRG	721.190.000-53701.002-Other		
51	Columbia Gas of Ohio	\$	31.42	Gas Svc@671Bridgside.082917-092817-RK	721.190.000-53702.003-PumpSta		
52	Columbia Gas of Ohio	\$	28.78	Gas Svc@641 Lear.090117-100317-RK	721.190.000-53702.003-PumpSta		
53	Engie Resources	\$	6,699.76	Elect@WPCC.071117-080817-TAD	721.190.000-53703.001-Plants		
54	Columbia Gas of Ohio	\$	30.37	Gas Sc@100Woodbridge.082917-092817-RK	721.190.000-53703.003-PumpSta		

Avon Lake Regional Water WASTEWATER FUND 721 EXPENSES

55	Engie Resources	\$ 56.82		Elect@31900Lake.080917-090717-TAD	721.190.000-53703.003-PumpSta		
56	Engie Resources	\$	481.69	Elect@32789Lake.081017-090717-TAD	721.190.000-53703.003-PumpSta		
57	Engie Resources	\$	12.03	Elect@671Bridgeside.080817-090617-TAD	721.190.000-53703.003-PumpSta		
58	Engie Resources	\$	27.73	Elect@641Lear.080817-090717-TAD	721.190.000-53703.003-PumpSta		
59	Engie Resources	\$	20.64	ElectuntClub.080917-090617-TAD	721.190.000-53703.003-PumpSta		
60	Illuminating Company	\$	151.05	Elect@31900Lake.090817-100517-RK	721.190.000-53703.003-PumpSta		
61	Illuminating Company	\$	63.94	Elect@671Bridgeside.090717-100517-RK	721.190.000-53703.003-PumpSta		
62	Illuminating Company	\$	68.49	Elect@641Lear.090817-100517-RK	721.190.000-53703.003-PumpSta		
63	Illuminating Company	\$	68.24	Elect@HuntClub.090717-100517-RK	721.190.000-53703.003-PumpSta		
64	Illuminating Company	\$	2,392.56	Elect@32789Lake.090817-100917-RK	721.190.000-53703.003-PumpSta		
65	Illuminating Company	\$	60.54	Elect@Jaycox SwMtr.090717-100517-RK	721.190.000-53703.004-Other		
66	Illuminating Company	\$	60.54	Elect@810AvonBelden.091217-100917-RK	721.190.000-53703.004-Other		
67	CenturyLink	\$	365.59	Telephone Svc@Pump Sta-Sept.2017-RK	721.190.000-53705-Communication		
68	Spectrum Business	\$	248.75	Internet/Phone Svc@WPCC.092217-102117-SB	721.190.000-53705-Communication		
69	Verizon Wireless	\$	387.06	1/2-Cell Phone Svc.092617-102517-TAD	721.190.000-53705-Communication		
70	AutoZone	\$	9.00	1/2-Misc Truck Parts-RK	721.190.000-53707-Mobile Maint		
71	Bikini bottom Logs & Lumber	\$	87.13	1/2-Board for Truck Repairs-RK	721.190.000-53707-Mobile Maint		
72	NAPA Avon	\$	194.92	1/2-Misc Truck Parts & Tools-RK	721.190.000-53707-Mobile Maint		
73	Ed Tomko Chrysler-Jeep, Inc.	\$	163.65	1/2-Repairs to Jeep Cherokee-RK	721.190.000-53707-Mobile Maint		
74	Rebman Systems, Inc.	\$	264.00	1/2-Fire Alarm Monitoring.110117-103118-RK	721.190.000-53708-Bldg Maint		
75	Speed Exterminating Company	\$	30.00	1/2-Exterminating Svc@201Miller-Sept.2017-TAD	721.190.000-53708-Bldg Maint		
76	Cutting Edge Landscape	\$	380.00	1/2-Lawn Svc@201Miller-Sept.2017-RK	721.190.000-53708.001-BldgMaint		
77	Technology Management Solutions	\$	948.39	1/2-Dell OptiPlex 3050 Computer&Monitor-TAD	721.190.000-53804-New Equip		
78	Brown & Caldwell	\$	1,123.07	Collection System Evaluation.063017-082417-TAD	721.190.000-53806-Eng.Fees		
79	Franklin, Kimberley	\$	26.60	Refund Credit Bal-Acct#00062640-9-LS	721.190.000-53901-Refunds		
80	Hannan, Mark	\$	31.50	Refund Credit Bal-Acct. #00061480-0-LS	721.190.000-53901-Refunds		
81	McClean, Rena	\$	39.72	Refund Credit Bal-Acct #00290120-4-LS	721.190.000-53901-Refunds		
82	Mesker, Kathleen	\$	31.72	Refund Credit Bal-Acct #00210040-0-LS	721.190.000-53901-Refunds		
83	Ravens, Adam	\$	51.59	Refund Credit Bal-Acct #00240770-3-LS	721.190.000-53901-Refunds		
84	Von Kunsay, Julius	\$	166.01	Refund Credit Bal-Acct #00153310-0-LS	721.190.000-53901-Refunds		
85	Wright, Nadine	\$	39.09	Refund Credit Bal-Acct #00011140-3-LS	721.190.000-53901-Refunds		
		\$ 1	35,343.71				

Avon Lake Regional Water MOR FUND 703 EXPENSES

	Name Amount		Amount	Memo	Account		
			_	-	· · · · · · · · · · · · · · · · · · ·		
1	Avon Lake Regional Water	\$	3,282.35	ETL1Operator Charges-Sept. 2017-TAD	703.180.000-53701.002		
2	Engie Resources	\$	7,608.82	Elect@Moore P.S.081117-091117-TAD	703.180.000-53703.003-Electric		
3	Engie Resources	\$	8.97	Elect@Butternut/Root.080417-090117-TAD	703.180.000-53703.004-Electric		
4	Engle Resources	\$	14.25	Elect@Lear/Mills.080917-090617-TAD	703.180.000-53703.004-Electric		
5	Engie Resources	\$	1.78	Elect@Lear/Chestnut.080817-090517-TAD	703.180.000-53703.004-Electric		
6	Engie Resources	\$	1.66	Elect@Lear/US20.080817-090517-TAD	703.180.000-53703.004-Electric		
7	Engie Resources	\$	20.56	Elect@Root/Sprag.080517-083117-TAD	703.180.000-53703.004-Electric		
8	Ohio Edison	\$	55.30	Elect@Butternut/Root.090217-100317-TAD	703.180.000-53703.004-Electric		
9	Ohio Edison	\$	53.01	Elect@Lear/Chestnut.090617-100417-TAD	703.180.000-53703.004-Electric		
10	Ohio Edison	\$	56.26	Elect@Lear/Mills.090717-100617-TAD	703.180.000-53703.004-Electric		
11	Ohio Edison	\$	52.92	Elect@Lear/US 20.090617-100517-TAD	703.180.000-53703.004-Electric		
12	Ohio Edison	\$	60.11	Elect@Root/Sprag.090117-100417-TAD	703.180.000-53703.004-Electric		
13	Illuminating Company	\$	75.73	Elect@Lear/Krebs.080817-090617-TAD	703.180.000-53703.004-Electric		
14	Illuminating Company	\$	60.55	Elect@Moore/RR.081217-091217-TAD	703.180.000-53703.004-Electric		
15	Avon Lake Regional Water	\$ 1	74,692.34	Water Used from ETL1-Sept. 2017-TAD	703.180.000-53704-Water Used		
		\$ 1	86,044.61				

Avon Lake Regional Water MOR FUND 762 EXPENSES

	Name Amount		Amount	Memo	Account		
1	JCI, Jones Chemicals Inc.	\$	675.00	Chlorine @Island Rd Pump Station-GY	762.180.000-53611-Operating Sup		
2	Avon Lake Regional Water	\$	2,289.16	ETL2 Operator Charges-Sept. 2017-TAD	762.180.000-53701.002-Contr Svc		
3	Engie Resources	\$	6,274.02	Elect@Moore P.S.081117-091117-TAD	762.180.000-53703.003-PumpSta		
4	Engie Resources	\$	5,318.72	Elect@Island P.S.080317-083117-TAD	762.180.000-53703.003-PumpSta		
5	Ohio Edison	\$	6,273.24	Elect@Island P.S.090117-100317-TAD	762.180.000-53703.003-PumpSta		
6	Ohio Edison	\$	37.83	Elect@Island OAL.090217-100417-TAD	762.180.000-53703.003-PumpSta		
7	Engie Resources	\$	18.91	Elect@Detroit.081217-091217-TAD	762.180.000-53703.004-Other		
8	Engie Resources	\$	7.35	Elect@Barres.080917-090617-TAD	762.180.000-53703.004-Other		
9	Engie Resources	\$	2.69	Elect@CenterRidge.080417-090117-TAD	762.180.000-53703.004-Other		
10	Ohio Edison	\$	54.75	Elect@Barres.090717-100517-TAD	762.180.000-53703.004-Other		
11	Ohio Edison	\$	55.40	Elect@CenterRidge.090217-100417-TAD	762.180.000-53703.004-Other		
12	Ohio Edison	\$	52.23	Elect@ChestnutRidge.090217-100417-TAD	762.180.000-53703.004-Other		
13	Avon Lake Regional Water	\$	326,642.64	Water Used from ETL2-Sept. 2017-TAD	762.180.000-53704-Water Used		
14	Engineered Fluid Inc.	\$	57,515.52	Pmt.#3-ETL2 Booster Station Upgrade-TAD	762.180.000-55001		
		\$	405,217.46				

Avon Lake Regional Water LORCO FUND 749 EXPENSES

	Name	Amount		Memo	Account		
1	LORCO Employees	\$	1,250.00	Salaries P/R #20 09/30/17	749.190.000-51102-Salaries		
2	SmartBill	\$	400.00	Forms & Envelopes for Bills-TAD	749.190.000-53602-Office Supplies		
3	Excel Fluid Group,LLC	\$	2,245.00	Tsumani Cutter Pump@Hawke P.SRK	749.190.000-53612.004-Other		
4	Data-Command	\$	2,694.00	Annual DataCommand Subscript.110117-110118-TAD	749.190.000-53701.002-Other		
5	Engie Resources	\$	36.57	Elect@TriPlex.080517-090117-TAD	749.190.000-53703.001-Plants		
6	Engie Resources	\$	186.28	Elect@FourPlex.080217-083117-TAD	749.190.000-53703.001-Plants		
7	Ohio Edison	\$	100.09	Elect@9845AvonBelden.090217-100317-TAD	749.190.000-53703.001-Plants		
8	Ohio Edison	\$	345.57	Elect@38393Royalton.090119-092917-TAD	749.190.000-53703.001-Plants		
9	Engie Resources	\$	4.17	Elect@33678Walker.081217-091217-TAD	749.190.000-53703.002-Bldgs		
10	Engie Resources	\$	4.64	Elect@12169AvonBelden.080417-083117-TAD	749.190.000-53703.003-PumpSta		
11	Engie Resources	\$	7.44	Elect@19201AvonBelden.080417-083117-TAD	749.190.000-53703.003-PumpSta		
12	Engie Resources	\$	14.13	Elect@33930Cooley.080317-083117-TAD	749.190.000-53703.003-PumpSta		
13	Engie Resources	\$	7.28	Elect@36780Giles.080217-083017-TAD	749.190.000-53703.003-PumpSta		
14	Engie Resources	\$	3.13	Elect@10920Hawke.080517-090117-TAD	749.190.000-53703.003-PumpSta		
15	Engie Resources	\$	13.56	Elect@10301Reed.080517-090117-TAD	749.190.000-53703.003-PumpSta		
16	Ohio Edison	\$	54.37	Elect@12169AvonBelden.090117-100217-TAD	749.190.000-53703.003-PumpSta		
17	Ohio Edison	\$	55.54	Elect@12901AvonBelden.090117-100217-TAD	749.190.000-53703.003-PumpSta		
18	Ohio Edison	\$	57.18	Elect@33930Cooley.090117-100217-TAD	749.190.000-53703.003-PumpSta		
19	Ohio Edison	\$	55.51	Elect@36780Giles.083117-092917-TAD	749.190.000-53703.003-PumpSta		
20	Ohio Edison	\$	53.55	Elect@10920Hawke.090217-100517-TAD	749.190.000-53703.003-PumpSta		
21	Ohio Edison	\$	57.45	Elect@10301Reed.090217-100417-TAD	749.190.000-53703.003-PumpSta		
22	Lorain-Medina Rural Electric Co-op	\$	94.62	Elect@Banks Rd.082317-092317-TAD	749.190.000-53703.003-PumpSta		
23	Lorain-Medina Rural Electric Co-op	\$	85.94	Eelct@.36879Capel.082317-092317-TAD	749.190.000-53703.003-PumpSta		
24	Lorain-Medina Rural Electric Co-op	\$	73.81	Elect@12601Cowley.082317-092317-TAD	749.190.000-53703.003-PumpSta		
25	Lorain-Medina Rural Electric Co-op	\$	96.49	Elect@12775Durkee(N).082317-092317-TAD	749.190.000-53703.003-PumpSta		
26	Lorain-Medina Rural Electric Co-op	\$	54.15	Elect@Durkee(S).082317-092317-TAD	749.190.000-53703.003-PumpSta		
27	Lorain-Medina Rural Electric Co-op	\$	167.47	Elect@IndianHollow.082317-092317-TAD	749.190.000-53703.003-PumpSta		
28	Lorain-Medina Rural Electric Co-op	\$	87.91	ElectSvc@Slife.082317-092317-TAD	749.190.000-53703.003-PumpSta		
29	Frontier	\$	53.52	Telephone Svc@FourPlex.092517-102417-TAD	749.190.000-53705-Communication		
30	RLCWA	\$	1,228.00	Meter Redings - Sept. 2017-TAD	749.190.000-53760-Billing Exp		
31	Link Computer Corp.	\$	295.00	MuniLink Billing-October 2017-TAD	749.190.000-53760-Billing Exp		
32		\$	1,270.60	Refund LORCO 2 Deposits-Sept 2017-TAD	749.190.000-53901-Refunds/Reimb		
33	3	\$	78.11	Charge for Deposit Slips-LS	749.190.000-53907.001-Bank Fees		
34	LORCO		13,500.00	Mo.Operations Advance-Oct. 2017-TAD	749.190.000-59500-Mo Advance		
		\$	24,731.08				

Avon Lake Regional Water LATERAL LOAN FUND 765 EXPENSES

	Name		Amount	Memo	Account
1	Reliable Basement & Drain LLC.	\$	3.685.00	Lateral Loan Program - 32684 Belle-TAD	765.190.000-53701-ContractorPmt
2			4,000.00	Lateral Loan Program - 258 Moorewood-TAD	765.190.000-53701-ContractorPmt
3	David Frey Plumbing, LLC	\$	2,800.00	Lateral Loan Program - 32673 Belle-TAD	765.190.000-53701-ContractorPmt
4	Heczko Landscape & Construction, LLC.	\$	4,000.00	Lateral Loan Program - 557 Avon Belden-TAD	765.190.000-53701-ContractorPmt
5	Heczko Landscape & Construction, LLC.	\$	4,000.00	Lateral Loan Program - 33383 Karen-TAD	765.190.000-53701-ContractorPmt
		\$	18,485.00		

Avon Lake Regional Water WATERWORKS CONSTRUCTION FUND 704 EXPENSES

	Name		Amount	Memo	Account		
1	Engineered Fluid Inc.	\$	50,848.39	Pmt #3-WaPlant Chemical Feed System-TAD	704.180.000-55001		
2	Engineered Fluid Inc.	\$	28,470.54	Pmt #4-WaPlant Chemical Feed System-TAD	704.180.000-55001		
3	Underground Utilities Inc.	\$	20,000.00	Pmt. #13-Fairfield Area Combined Sw Pjt-TAD	704.180.000-55007-Cap Lines		
4	Underground Utilities Inc.	\$	3,419.98	Crxs of Pmts#10,11&12-FIBB Project-JRG	704.180.000-55007-Cap Lines		
		\$	102,738.91				

Avon Lake Regional Water WASTEWATER CONSTRUCTION FUND 724 EXPENSES

	Name	Amount	Memo	Account		
1 2	Underground Utilities Inc. Underground Utilities Inc.	\$ 129,967.84 \$ 85,242.11 \$ 215,209.95	Pmt. #13-Fairfield Area Combined Sewer Pjt-TAD Crxs of Pmts#10,11&12-FIBB Project-JRG	724.190.000-55006-Cap.San.Sewer 724.190.000-55006-Cap.San.Sewer		

LATERAL LOAN AGREEMENT

TH	IS LATERAL LO , 201_	AN AGREEMEN, by and among		Agreement")	is ma	ade and	d entered	d into	as of
	Customer:								
	Owner:	only if different th	an Cu	ustomer)	_	 	<u></u>	(con	nplete
				and					
		ake, Ohio (the "Ci ties dba Avon Lak					nd throug	jh its Bo	ard of
sor Cu	Customer or, if Customer and Owner are different, Customer and Owner is/are hereinafter sometimes referred to as "Borrower." As used hereinafter, "Owner" shall be deemed to refer to Customer if they are the same. Borrower, the City and the Board are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party."								
			RE	CITALS:					
A.	The Board was creand furnish service public utilities own	ce of the sanitary							
B.	The Board fur	rnishes water	and	wastewate Avon Lake, (vice to ne "Propo		propert	y at
C.	Owner is the fee s	imple owner of th	e Pro	perty.					
D.	Customer (who may or may not be the same as Owner) is the person or entity to whom the Board issues bills for water and wastewater services supplied to the Property and is the person or entity with primary responsibility for the payment of same. Under certain circumstances, the Board may issue two separate bills, one to an Owner who is not the Customer solely for payments due in connection with the Loan (hereinafter defined) and another to the non-Owner Customer for water and wastewater services.								
E.	The Ohio Environr Long-Term Contro								

F. In order to comply with the LTCP, in addition to separating sewers within the public rights of way (the cost of which is paid through the rates and charges of the Board), individual customers must assure that clean water from sources such as downspouts, yard drains, and foundation drains is not discharged into sanitary laterals on private property.

December 31, 2019.

G. Owners must assure these clean water sources from private property have been removed from their sanitary laterals by the later of February 1, 2018, or one year after the sewer in the street in front of their property is separated, whichever is later, and all clean water sources must be removed from laterals by June 30, 2019.

- H. In order to help customers fund the cost of complying with this requirement, the Board has established the Lateral Loan Program (the "Program"), which allows qualified borrowers to borrow up to \$4,000.00 from the Board to be repaid with water and wastewater bills, or in a manner deemed most appropriate by the Board. The Program is complementary to the Board's Sewer Lateral Program, pursuant to which Customers/Owners in the currently and formerly combined sewer areas of Avon Lake who prevent clean water from entering the sanitary sewer by adding a lateral or laterals to send clean water to the storm sewer and dirty water to the sanitary sewer receive a \$1,000.00 wastewater bill credit.
- If it is determined that clean water is entering the sanitary or combined sewer lateral(s) on the Property, then Borrower may borrow money from the Board to assist Borrower in paying the cost of improvements to assure that stormwater is discharging to the storm sewer and wastewater (sanitary waste) is discharging to the sanitary sewer at the Property (the "Project").

WITNESSETH:

NOW, THEREFORE, in consideration of the above premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

ARTICLE I - ACCESS AND DETERMINATION OF NECESSITY

- 1.1. Borrower shall allow employees or other representatives of the Board to inspect the home or building at the Property at a mutually agreeable time to determine whether clean water is entering the sanitary lateral.
- 1.2. Promptly after the inspection is completed, the Board's representative shall notify Borrower of its determination and whether Borrower is eligible to participate in the Program.
- 1.3. If the Board's representative determines that clean water is entering the sanitary lateral serving the Property, then, regardless of whether Borrower participates in the Program, Borrower shall take such actions as the Board shall require to eliminate such condition.

ARTICLE II - LOAN

- 2.2. The proceeds of the Loan may only be used to pay for Eligible Costs. As used herein, "Eligible Costs" means Borrower's actual out-of-pocket costs of completing the Project, including the cost of: (a) obtaining goods, materials and services to install an additional lateral or laterals on the Property; (b) adding related appurtenances, such as backwater valves and/or yard drains; and (c) returning the surface of the Property to substantially its original condition.

ARTICLE III - CONDITIONS TO LOAN ADVANCES

3.1. Prior to commencement of the Project, Borrower shall furnish the Board with a fully executed contract (the "Contract") with a licensed and bonded contractor qualified to

undertake and complete the Project ("Borrower's Contractor"). The Contract must be approved by the Board. The Project shall not be completed prior to execution of this Agreement. The Board's agreement to make the Loan is based upon the scope of work set forth in the Contract. The Board shall be under no obligation to make Loan advances for any work that deviates from the terms of the approved Contract.

- 3.2. It is recommended, though not required, that Borrower's Contractor meet with the Board's representative to discuss the Project prior to completion of the Project.
- 3.3. Borrower shall submit to the Board a requisition for payment for amounts owed to Borrower's Contractor for Eligible Costs.
- 3.4. Borrower will provide a copy of a bill or bills from Borrower's Contractor for all Eligible Costs for the Project and only request Loan disbursements for Eligible Costs.
- 3.5. Borrower will return within thirty (30) days any Loan proceeds disbursed to Borrower that were not used to pay for Eligible Costs.

ARTICLE IV - LOAN ADVANCES

- 4.1. The Board's staff will review bills/invoices/receipts submitted by Borrower for Eligible Costs. The Board will disburse the Loan proceeds by issuing two checks. The first check shall be issued within thirty (30) days after the Project has been substantially completed and shall be in the amount of ninety percent (90%) of the lesser of the documented Eligible Costs or the amount of the Loan. The second check shall be issued within thirty (30) days after the Project has been fully completed, inspected and approved by representatives of the Board and shall be in the amount of the lesser of the balance of the documented Eligible Costs or the undisbursed amount of the Loan. Both checks shall designate Borrower's Contractor as the payee. The checks shall be issued only after Borrower signs and returns to the Board a certificate in the form attached that the Project is complete or substantially complete (depending upon the check) and the Project has passed the requisite inspection by Board representatives. Both checks (i.e., the complete amount) may be requested simultaneously.
- 4.2. Loan advances will only be made to one Borrower's Contractor. If Borrower contracts with more than one contractor, only one may be considered Borrower's Contractor for the purpose of issuing Loan advances.

ARTICLE V - REPAYMENT

- 5.1. Borrower shall repay the Loan with interest at the times and in the amounts set forth below.
- 5.2. The Loan repayment period will be ten (10) years and will be invoiced as part of the water and wastewater bill, which is currently quarterly but may be at some other frequency in the future. A payment schedule will be established so that one-tenth of the outstanding principal of the Loan is repaid each year.
- 5.3. Ten years of repayment will begin with the next water and wastewater bill issued to Borrower after the Loan proceeds are disbursed.
- 5.4. Interest on the outstanding principal balance of the Loan will be charged and paid as follows. The interest payable for any Repayment Year shall be equal to two percent (2%) of the Loan balance outstanding on the first (1st) day of such Repayment Year. For example, if \$4,000.00 of the Loan is outstanding on the first day of the Repayment Year,

then the interest for that Repayment Year would be 2% of \$4,000.00, or \$80.00. Interest for any Repayment Year will be payable in equal installments over the number of water and wastewater bills that will be issued for that Repayment Year. Thus, if the bills are issued quarterly, \$20.00 in interest would be payable with each bill. As used herein, "Repayment Year" means each successive period of twelve (12) consecutive months commencing on the date the Loan proceeds have been disbursed. Under no circumstances will the interest rate exceed the maximum rate allowed by applicable law, and the Board shall promptly refund or any interest paid by Borrower in excess of that allowed by applicable law.

- 5.5. Payments received by the Board from Borrower on account of a bill will be applied first to interest payable on the Loan, second to the outstanding principal of the Loan, third to the wastewater bill, and finally to the water bill. Hence, unless payment is received in full (Loan interest and principal payments, wastewater, water) by the due date on the bill, the Board shall have the right to discontinue supplying water to the Property, as established in the Board's rules and regulations.
- 5.6. Borrower shall have the right to prepay the Loan at any time without premium or penalty.
- 5.7. If title to the Property is transferred either voluntarily or involuntarily, then the outstanding balance of the Loan and all interest payable must be paid in full, and water and wastewater service shall not be established in the name of another party until such payment has been made.
- 5.8. Transfer of the Property or Borrower's interest therein shall not relieve Borrower of the obligation to repay the Loan and interest thereon.
- 5.9. Borrower understands, acknowledges and agrees that the Board will pledge as security to funding agencies from which the Board borrows money the payments the Board is entitled to receive from Borrower.

ARTICLE VI - COMPLETION OF PROJECT AND PAYMENT OF COSTS THEREOF

- 6.1. If it is determined that action must be taken to prevent clean water from entering the sanitary lateral, Borrower shall construct one or more new laterals so that at least one lateral is connected to the sanitary sewer and another lateral is connected to the storm sewer either when the Project is complete or once the sewer in the right-of-way has been separated at a later date and the contractor for that project connects the separated laterals to the respective sewers. It is recommended that a new sanitary lateral be installed as part of the Project. If Borrower opts not to install a new sanitary lateral and it is later determined that the sanitary lateral is leaking and allowing significant clean water to enter the sanitary sewer, then Borrower will be required to remedy this condition, as stated in the Regulations of Avon Lake Regional Water.
- 6.2. Borrower shall comply with all of the standards and requirements of the Board and the City for construction of new laterals, sump pumps, and/or other associated appurtenances/materials.
- 6.3. Borrower shall comply with the requirements for the Program and Borrower's Contractor has or will obtain all permits necessary through the Board and the City in order to complete the Project.
- 6.4. Borrower shall comply with federal requirements associated with the use of loan funds, including the following:

- 6.4.1 Excess soil removed from the Project may not be deposited in surface water courses or wetlands.
- 6.4.2 The Project area must be stabilized promptly (seeding or mulching) after completion of the Project.
- 6.4.3 Any trees removed must be done in a way that will not disturb endangered bats (trees may be removed during the months of November through March or must be investigated to assure bats are not nesting in the tree).
- 6.5. Borrower shall comply and shall cause Borrower's Contractor to comply with the following requirements of the Ohio EPA and Ohio Water Development Authority (the "OWDA"):
 - 6.5.1 Borrower will proceed expeditiously with, and complete, the Project in accordance with the specific terms and conditions of the approved Project plans and specifications.
 - 6.5.2 The construction contract for the Project will provide that the designated representatives of the State of Ohio will have access to the Project whenever it is in preparation or progress and that Borrower's Contractor will provide for such access and inspection.
 - 6.5.3 Construction of the Project and the construction contract with Borrower's Contractor shall conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and must be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of this Agreement.
 - 6.5.4 The construction contract with Borrower's Contractor and Borrower's Contractor's estimate forms will be prepared so that materials and equipment furnished to Borrower may be readily itemized by Borrower and identified, if necessary, as to Eligible Costs and non-Eligible Costs.
 - 6.5.5 Borrower shall keep accurate records of Eligible Costs. Borrower and Borrower's Contractor shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times.
 - 6.5.6 Borrower's Contractor shall obtain and maintain a contractor's bond in the amount and form required by the City.
 - 6.5.7 Borrower's Contractor will maintain, during the life of its contract with Borrower, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State of Ohio. Until the Project is completed and accepted by Borrower and approved by the Board, Borrower or (at the option of Borrower) Borrower's Contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a 100 percent basis (completed value form) on the insurable portion of the Project for the benefit of the Director of the Ohio EPA, the OWDA, the City, Borrower and Borrower's Contractor, as their respective interests may appear.
- 6.6. Borrower shall allow employees or other representatives of the Board to inspect the Project as it is progressing and once completed to assure clean water has been permanently prevented from entering the sanitary lateral. If the requisite inspections are not completed by representatives of the Board, the Board will be unable to issue Loan advances.

6.7. Borrower shall provide or obtain funds for all non-Eligible Costs and for Eligible Costs in excess of the Loan proceeds to assure that the Project is completed.

ARTICLE VII - EVENTS OF DEFAULT AND REMEDIES

- 7.1. Each of the following events or circumstances shall be an Event of Default if it continues to exist thirty (30) days after Borrower has been given notice thereof, except that the events or circumstances described in clauses 7.1.1, 7.1.3, 7.1.4, 7.1.5, 7.1.7 and 7.1.8 shall constitute an Event of Default immediately upon the occurrence thereof:
 - 7.1.1 Borrower shall fail to make any payment of principal or interest on the Loan when due or within any grace period provided by the Board.
 - 7.1.2 Borrower shall fail to observe and perform any obligation, agreement or provision of this Agreement.
 - 7.1.3 Any representation or warranty made by Borrower in this Agreement or in any certification or other document furnished by Borrower to the Board pursuant to or in connection with this Agreement shall at any time during the Loan repayment period prove to be false or misleading in any material respect when made or when deemed made.
 - 7.1.4 Borrower shall be declared incompetent and a guardian shall be appointed for Borrower, or a trustee, custodian, or similar officer shall be appointed for any substantial part of Borrower's property, without the application or consent of Borrower, or any bankruptcy, insolvency, readjustment of debt, or similar proceedings under the laws of any jurisdiction shall be brought against Borrower, and such appointment or proceedings shall remain undischarged or undismissed for a period of sixty (60) days.
 - 7.1.5 Borrower shall: (i) admit in writing Borrower's inability to pay his/her/its debts when due; (ii) make an assignment for the benefits of creditors; (iii) apply for or consent to the appointment of any guardian for Borrower or trustee or custodian for any substantial part of Borrower's property, or (iv) institute (by petition, application, or otherwise) or consent to any bankruptcy, insolvency, readjustment of debt, or similar proceedings under the laws of any jurisdiction against Borrower.
 - 7.1.6 Any final, unappealable and uninsured money judgement or judgments for an amount in excess in the aggregate of Ten Thousand Dollars (\$10,000) shall be rendered against Borrower or Borrower's assets, or any writ or warrant of attachment, or similar process shall be entered or filed against Borrower or any of Borrower's assets, and such writ, warrant, or process shall remain unsatisfied, unsettled, unvacated, unbonded, and unstayed for a period of thirty (30) days of in any event later than five business days prior to the date of any proposed sale of Borrower's assets thereunder.
 - 7.1.7 Any material provision of this Agreement shall cease to be valid and binding on Borrower, or the validity or enforceability thereof shall be contested or denied by Borrower.
 - 7.1.8 Borrower fails to pay in full any bill for water or wastewater services within twenty-one (21) days after the same is due.
- 7.2. Upon the occurrence of an Event of Default, the Board may exercise any one or more of the following rights and remedies: (a) terminate or suspend the disbursement of Loan

- funds; (b) require that Borrower take corrective action to remedy the event or violation (Borrower hereby agreeing to perform such corrective action); (c) declare the outstanding principal of the Loan and all accrued interest immediately due and payable; (d) certify to the Lorain County Auditor's office the full outstanding Loan balance and accrued interest for recovery on the tax list and duplicate as a lien against the Property; and (e) discontinue supplying water to the Property in accordance with the Board's rules and regulations.
- 7.3. The rights and remedies conferred upon the Board in Section 7.2 are in addition to all other legal or equitable rights and remedies the Board may be entitled to exercise upon the occurrence and during the continuation of an Event of Default, and no right or remedy conferred upon the Board is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

ARTICLE VIII - GENERAL REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

- 8.1. Borrower hereby represents and warrants that:
 - 8.1.2. While any Loan balance is outstanding, Borrower shall remain in compliance, and shall take whatever actions are necessary to assure compliance, in all material respects, with all applicable federal, state, and local laws, ordinances, rules, regulations and provisions of this Agreement.
 - 8.1.3. There is no litigation or administrative action or proceeding pending or, to the best of Borrower's knowledge, threatened against Borrower, wherein a result adverse to Borrower could reasonably be expected to have a materially adverse effect on the ability of Borrower to meet Borrower's obligations under this Agreement.
 - 8.1.4. Except as heretofore disclosed in writing to the Board, no judgement or consent order has been rendered against Borrower; and Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon Borrower for the violation of any federal, state, or local law, ordinance, or regulation, for which fines or monetary penalties have not heretofore been paid in full.
 - 8.1.5. Borrower has full power and authority to execute this Agreement and to perform Borrower's obligations under the Agreement, and to enter into and carry out the transactions contemplated thereby. Such execution does not, and will not, conflict with or result in a default under any agreement or instrument to which Borrower is a party, or by which Borrower or Borrower's property may be bound. This Agreement has, by proper action, been duly executed by Borrower, and all necessary actions have been taken in order for the Agreement to constitute the legal, valid, and binding obligation of Borrower.
 - 8.1.6. Owner will preserve and maintain Owner's title to the Property. In the event title to the Property is transferred, the entire outstanding Loan balance and accrued interest must be paid in full.
- 8.2. Owner shall pay or cause to be paid when due and payable and before interest or penalties are due thereon, without any deduction, defalcation or abatement, all real estate taxes and assessments levied against the Property or any part thereof.
- 8.3. The funding agency that the Board uses will be a third party beneficiary of this Agreement.

8.4. Borrower releases the City, the Board and any eventual funding agency and the respective officials, officers, directors, representatives, agents and employees from and agrees that they shall not be reliable for and agrees to indemnify and hold them harmless from and against any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project, or the use thereof; provided that such indemnity under this section shall not be effective for damages that result from negligent or intentional acts of the Board, the City, the eventual funding agency or their officials, officers, directors, representatives, agents and employees.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.1. All notices or requests permitted or required under this Agreement must be in writing and shall be delivered by personal delivery or first class mail and shall be addressed to the following persons:

Customer	Board of Municipal Utilities Avon Lake Regional Water 201 Miller Road Avon Lake, Ohio 44012 Attention: Chief Utilities Executive
Owner (if different from Customer)	
	•

Notices shall be effective upon delivery to the above addresses. Either Party may notify the other that a new person has been designated by it to receive notices, or that the address for the delivery of such notices has been changed, provided that, until such time as the other Party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address shall be effective.

- 9.2. If any portion of this Agreement is determined by any court of competent jurisdiction to be invalid, unconstitutional, or unenforceable for any reason, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid, unconstitutional, or unenforceable.
- 9.3. Borrower shall not have the right to assign its rights under this Agreement without the written consent of the Board.
- 9.4. Each person identified as "Borrower" is jointly and severally liable for all obligations of Borrower pursuant to this Agreement.
- 9.5. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
- 9.6. This Agreement constitutes the entire agreement among the Parties. It incorporates all prior negotiations and understandings of the Parties. There are no covenants, promises, agreements, letters, conditions or understandings, either oral or written, between them

relating to the subject matter of this Agreement other than those set forth herein, and all such matters are merged with and incorporated herein. No representation or warranty has been made by or on behalf of any Party (or any official, officer, director, trustee, employee or agent thereof) to induce any other Party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except those expressly set forth herein.

9.7. No alteration, amendment, change or addition to this Agreement shall be binding upon any Party unless in writing and signed by such Party.

EXECUTED by the Parties as of the day and year first herein above written.

CUST	COMER	:			
	,	(signed)		(signed)	
		(printed)		(printed)	
OWN	ER (if o	different from Customer):			
	······	(signed)	,	(signed)	
·		(printed)		(printed)	
CITY	-				
CITY	OF AV	ON LAKE, OHIO			
Ву:	By: Board of Municipal Utilities				
	By:				
	Todd A. Danielson, Chief Utilities Executive				
Appr	oved a	s to form			
	nam Lie	berman, Esq., Law Director			

LateralLoanAgreement - rev14

LATERAL LOAN AGREEMENT

BORROWER'S DISBURSEMENT APPLICATION AND CERTIFICATE

		DATE:	, 201	
То:	Avon L	ake Board of Municipal Utilities	dba Avon Lake Regiona	al Water (the "Board")
From:				("Borrower")
Accou	int No.:		(to be completed by A	Avon Lake Regional Water)
Re:	Latera	Loan Agreement dated	, 201	
Prope	rty Addr	ess:		, Avon Lake, Ohio
Projed	ot:	Improvements to assure that swastewater is discharging to the		•
Borro	wer's Co	ontractor:		-
Maxin	num Loa	n Amount (per approved agreer	ment): \$	
Eligible Costs (per approved agreement):		(per approved agreement):	\$	
90% of Eligible Costs:		e Costs:	\$	<u> </u>
Total	Previous	Disbursements on Account of	Loan: \$	
		lies for Loan disbursement in rrower's Contractor.	the amount of \$, to be made
		Board to make such disburseme Project is (check one):	ent, Borrower acknowle	dges and represents to the
		substantially complete (90% of	Eligible Costs)	
		complete (100% of Eligible Cos	sts)	
Signa	ture of E	Borrower(s):		
	· · · · · · · · · · · ·			
<u></u>				
				
Inene	sted by A	Avon Lake Regional Water on	(data) by	(initials)