

Avon Lake Board of Municipal Utilities

AGENDA

For

WORK SESSION

Tuesday

April 19, 2016

6:00PM

1. Call to Order
2. Muni-Link Billing System
3. WPP Plant Improvements Project Bid
4. Lateral Loan Program
5. Adjourn

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**

From: **Todd Danielson**

Subject: **Agenda Items – Work Session April 19, 2016**

Date: **April 15, 2016**

Item 2: **Muni-Link Billing System – TAD**

Pete Jones from Link Computer Corporation will provide a brief overview of the Muni-Link customer information and utility billing system.

Item 3: **WPP Plant Improvements Project Bid – TAD**

Because the Water Pollution Control Center Plant Improvements Project will likely be the largest dollar-value contract to date, staff is allotting time in the work session to present it in more detail to the Board and with ample time for Q&A.

Item 4: **Lateral Loan Program – TAD**

A draft of the Lateral Loan Agreement is included in the Board Package and is currently out for legal review. The CUE is seeking any final comments by the Board and would optimally like to receive Board approval to implement the program with an agreement "substantially similar" to the agreement in the Board package.

Avon Lake Board of Municipal Utilities

AGENDA

For

Tuesday

April 19, 2016

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. Award of Project – WPCC Rehabilitation
5. Authorization to Execute Software as a Service Contract
6. Lateral Loan Program
7. Informational Items
 - A. Reports/Updates
 - 1) Chairman/Committee/Member Reports
 - 2) CUE Report
 - B. Miscellaneous
8. Public Speakers
9. Executive Session re: Compensation of a Public Employee
10. Personnel Matter
11. Adjourn

Board of Municipal Utilities
Regular Meeting Minutes
April 5, 2016
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:32 PM.

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

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

Approve Minutes

Chairman Dzwonczyk presented the minutes of the March 15, 2016 meeting and with no changes, additions or corrections noted, ordered the minutes to stand and be distributed as presented.

Public Speakers – None.

Correspondence – None.

Expenditures

Following review of expenses dated April 5, 2016 for funds and amounts as follows, Mr. Rush moved, Mr. Rickey seconded, that all be approved and paid per budget:

Water Fund 701	\$	272,097.32
Wastewater Fund 721	\$	208,109.97
MOR Fund 703 ETL1	\$	16,568.07
MOR Fund 762 ETL2	\$	289,390.92
LORCO Fund 749	\$	1,008.21
Water Constr 704	\$	145,000.00

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

LORCO – Hawke Road Agreement

Per discussion at this evening's meeting, and detailed explanation provided in the meeting's write-up, Mr. Dzwonczyk moved, Mr. Berner seconded to authorize the CUE to execute a substantially similar Sanitary Sewer Service Agreement for LORCO in the Hawke Road area once the current draft is finalized.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Administrative Determinations Regarding Sanitary Sewer Connections

Per the CUE's request as explained in this meeting's write-up Mr. Rickey moved and Mrs. Schnabel seconded to authorize the CUE to make administrative determinations regarding whether residences on certain properties within Avon Lake should be granted temporary exemptions from being required to connect to the sanitary sewer.

Ayes: Dzwonczyk, Berner, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Reports/Updates

Employee Appreciation Breakfast

The Board was reminded they are invited to attend this year's annual employee appreciation and awards breakfast scheduled at 8:00 AM, Friday, April 8, 2016 at the Avon Lake Public Library.

Employee Anniversary

Don Hall completes his one-year probationary period as a Laborer May 4, 2016. Based on the recommendation of his immediate supervisor and management's concurrence, the Board recognized Mr. Hall as a permanent employee and will receive the requisite step increase effective on his anniversary date.

Employee Promotion

Per the recommendation of his supervisor and concurrence of management, the Board recognized Dennis Knick's promotion from Line Maintenance Man Step 5 to Line Maintenance Operator Step 4 effective April 18, 2016.

Seasonal Help

Per budget, up to twelve employees will be hired to assist with seasonal maintenance projects at the Avon Lake Regional Water facilities.

Chairman/Committee/Members Reports

None

CUE Report

None

Miscellaneous

Mr. Dzwonczyk asked Mr. Eberle to give an update about vulnerability of the SCADA systems. Mr. Eberle reported we have Standard Operating Procedures to use when the SCADA does not work properly, as well as training.

Councilmember Fenderbosch reported the Waterline had a misprint in the Walker Road water main replacement. Artsdale should be replaced with Avondale.

Mr. Rickey noted the Backflow inspection deadline was not very prominent in the Waterline.

Mr. Rickey left the meeting at 7:17 PM.

Executive Session

Mr. Dzwonczyk moved, Mr. Rush seconded, to meet in Executive Session as allowed by ORC 121.22 (G) (3) to discuss a matter of pending court action and to include the CUE, CUO, and Water Pollution Control Manager in the discussion.

Ayes (per rollcall vote): Dzwonczyk, Berner, Rush, Schnabel

Nays: None

Motion carried.

The Board reconvened at 8:25 PM

Adjourn

As there was no further business, Mr. Rush moved, Mr. Dzwonczyk seconded, that the meeting adjourn at 8:26 PM.

Ayes: Dzwonczyk, Berner, Rush, Schnabel

Nays: None

Motion carried.

Approved April 19, 2016

John G. Dzwonczyk, Chairman

Todd A. Danielson, Clerk

Avon Lake Regional Water
MEMORANDUM

To: **Board of Municipal Utilities**

From: **Todd Danielson**

Subject: **Agenda Items – April 19, 2016**

Date: **April 15, 2016**

Item 2C: **Correspondence – TAD**

In response to the April 4, 2016 inquiry from the Mayor of Westlake, Chairman Dzwonczyk provided the attached response.

Item 4: **Award of Project – WPCC Rehabilitation – TAD**

On April 15, 2016 at 2:30 PM local time, sealed bids from four companies were opened for the Water Pollution Control Center Plant Improvements Project. At the time that this memorandum was sent out to Board Members, the apparent low bidder was MWH Constructors for a bid price of \$33,229,029.00. Staff and the design engineer are reviewing the bids and will present further information at the work session, along with a recommended motion for award.

The project is one component of our Water Quality Enhancement strategic initiative. In making this decision, the Principles that would help guide the Board are:

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

Recommended motion:

I move to authorize the CUE to execute a contract with _____ for a contract bid price of \$_____ for the Water Pollution Control Center Plant Improvements Project contingent upon loan approval.

Furthermore, I authorize the CUE to apply for, accept, and enter into a Water Pollution Control Loan Fund Agreement for this project and designate wastewater fees and revenues as the repayment source for the loan.

Item 5: **Authorization to Execute Software as a Service Contract – TAD**

The current customer information/billing system was implemented 20 years ago and has not been upgraded to the levels promised. Due to the system's age and lack of upgrades, one issue is that the system does not have an online customer portal. Therefore, Avon Lake Regional Water implemented a separate, online customer payment portal. Unfortunately, this does not allow customers to view usage/payment history. Between these issues and several other concerns, staff scanned available customer information/utility billing systems, looked into seven of the systems available, and then looked more fully into three of those seven. Staff selected Link Computer Corporation's Muni-Link Billing as the customer information/utility billing system that would best meet our and our customer's needs. The system has been on the market for about four-and-a-half years and has already grown to over 100 customers ranging in size from very small to very large. It is a cloud-based system that is offered as a service, rather than as a

software package. Additionally, the company is continuing to regularly upgrade the capabilities based upon customer input. This reduces the chances for major customization charges for future needs. The monthly fees for the service are based upon the number of active accounts and would initially be \$2,950 (a portion of which would be paid by LORCO). Staff was able to negotiate a smaller annual increase than the standard rate during the first three years. Staff requests the Board authorize the CUE to execute the agreement once the law director has agreed upon final language.

The Principles that would help guide the Board are:

- ◆ Provide quality, affordable water services.
- ◆ Engage and inform the community and stakeholders.
- ◆ Exercise fiduciary responsibility.

Recommended Motion:

I move to authorize the CUE to enter into a service agreement (generally similar to the agreement attached and pending final legal approval) with Link Computer Corporation to provide the cloud-based Muni-Link customer information and utility billing system.

Item 6: Lateral Loan Program – TAD

Following the Board's approval of the conceptual framework for the Lateral Loan Program, staff has been working with the Law Director and OWDA to develop the attached draft loan agreement.

With the approval of the Lateral Loan Agreement, we need to create a new fund for the program. With the Board's authorization, the CUE will work with the Finance Director to create the Lateral Loan Fund. The fund will initially be seeded with (advanced) \$200,000 from the Trunk Sanitary Sewer Fund, which will provide loans for at least 50 customers. With the approval of the WPCLF loan from OEPA, the \$200,000 will be returned to the Trunk Sanitary Sewer Fund.

The program would provide a 10-year loan of up to \$4,000 to customers wanting to separate laterals. The customer would be required to pay a simple, 2% interest rate to secure the funds and would pay it as part of the water and wastewater bill. The program would complement the Lateral Separation Program that provides \$1,000 in wastewater rate rebates over a 10-year period for customers that separate their laterals.

The project is one component of our Water Quality Enhancement strategic initiative. In making this decision, the Principles that would help guide the Board are:

- ◆ Provide quality, affordable water services.
- ◆ Maintain existing assets, while investing in infrastructure that will take us into the future.
- ◆ Lead by influencing change that will leave a legacy for future generations.
- ◆ Exercise fiduciary responsibility.

Recommended motion:

Pending final comments by interested parties, I move to authorize the Lateral Loan Program, using a loan agreement substantially similar to the agreement attached.

Furthermore, I move to:

1. *Establish a Lateral Loan Fund,*
2. *Appropriate \$200,000 to the Trunk Sanitary Sewer Fund Budget,*

3. Advance \$200,000 from the Trunk Sanitary Sewer Fund Budget to the newly created Lateral Loan Fund, and
4. Appropriate \$200,000 to the Lateral Loan Fund Budget.

Item 9: Executive Session

The CUE requests to speak with the Board in executive session as allowed under ORC 121.22 (G)(1) to discuss compensation of a public employee.

Recommended Motion:

I move to meet in Executive Session as allowed by ORC 121.22 (G)(1) to discuss compensation of a public employee and to include the CUE, CUO, and Water Pollution Control Manager in the discussion.

Item 10: Personnel Matter – TAD

Based upon the discussions during the executive session, the CUE may request action on a personnel matter.

In making this decision, the Principles that would help guide the Board are:

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

Recommended motion:

(To be provided in the Executive Session.)



**Avon Lake
Regional Water**

Serving the region,
protecting our resource.

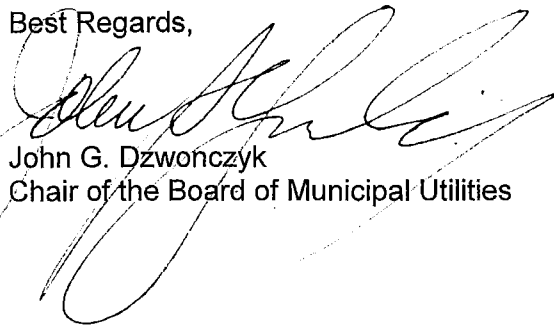
April 13, 2016

Mayor Dennis Clough
City of Westlake
27700 Hilliard Blvd.
Westlake, Ohio 44145

Dear Mayor Clough,

Thank you for your recent inquiry in the matter of bulk water sourcing from Avon Lake Regional Water. The Board of Municipal Utilities has directed our Chief Utilities Executive, Todd Danielson, to initiate fact-finding on its behalf. Please direct further inquiries to Todd at (440) 933-6226 during normal business hours.

Best Regards,



John G. Dzwonczyk
Chair of the Board of Municipal Utilities

cc: Todd Danielson, Chief Utilities Executive
Robert Kelly, Director of Engineering



04/14/16

**Avon Lake Municipal Utilities
Water Fund 701 Expenses**

April 19, 2016

Name	Amount	Memo	Account
Apr 19, 16			
1. Water Employees	77,932.61	Water P/R #8 03/21/16-04/03/16 -RRE	701 5-180 7-102-...
2. Water Employees	2,483.74	Water P/R #8 03/21/16-04/03/16 -RRE	701 5-180 7-105-...
3. Water Employees	8,234.07	Water P/R #8 03/21/16-04/03/16 -RRE	701 5-180 7-106-...
4. Ester, Leslie	10.00	1 Employee Meal Allowance - LS	701 5-180 7-200-...
5. Mosher, Gregory	10.00	1 Employee Meal Allowance - LS	701 5-180 7-200-...
6. Simon , William	10.00	1 Employee Meal Allowance - LS	701 5-180 7-200-...
7. Medical Mutual of Ohio	4,566.00	Switch Employees for April 2016-Daniel...	701 5-180 7-203-...
8. Medical Mutual of Ohio	118.91	Medical Mutual Payment 4/5/16	701 5-180 7-203-...
9. Medical Mutual of Ohio	243.33	Medical Mutual Payment 4/12/16	701 5-180 7-203-...
10. Medical Mutual of Ohio	-1,835.00	Med Mut Emp Contrib P/R #8	701 5-180 7-203-...
11. Medical Mutual of Ohio	25.20	Switch Employees for April 2016-Daniel...	701 5-180 7-204-...
12. Medical Mutual of Ohio	261.42	Switch Employees for April 2016-Daniel...	701 5-180 7-205-...
13. Medical Mutual of Ohio	915.18	Switch Employees for April 2016-Daniel...	701 5-180 7-207-...
14. Medicare	1,072.09	Medicare - 04/8/16 Wages - P/R #8	701 5-180 7-212-...
15. Cintas Corp.	193.10	Employee Uniform Rental March 2016-...	701 5-180 8-226-...
16. Randall's Team Shop	72.00	Employee Clothing-EW	701 5-180 8-226-...
17. Avon Lake Printing	1,115.00	Water Sewer Line Labels/Banners/Wat...	701 5-180 8-601-...
18. Federal Express	67.54	Shipping Charges - LS	701 5-180 8-601-...
19. FriendsOffice	437.73	Office Supplies - KK	701 5-180 8-601-...
20. Applied Specialties Inc.	2,870.40	Polymer - SH	701 5-180 8-602-...
21. Bonded Chemicals Inc.	36,200.00	20 Tons Carbon - SH	701 5-180 8-602-...
22. USALCO	9,042.38	74.38 Tons Alum - SH	701 5-180 8-602-...
23. E & H Hardware Group, LLC.	115.29	Maintenance Supplies - RRE	701 5-180 8-603-...
24. Grainger Inc.	214.03	Maintenance Supplies - SH	701 5-180 8-603-...
25. Lowe's	993.67	Maintenance Supplies - RRE	701 5-180 8-603-...
26. Roberts Surveying Supplies	527.95	Maintenance Supplies - JG	701 5-180 8-603-...
27. Trico Oxygen Company	76.50	Maintenance Gases - RK	701 5-180 8-603-...
28. ABC Equipment Rental	27.70	Maintenance Supplies - SH	701 5-180 8-607-...
29. FCX Performance Inc.	9,809.63	Actuator & Butterfly Valve - SH	701 5-180 8-607-...
30. Pirtek	209.80	Hyd Line For Back Hoe - RK	701 5-180 8-607-...
31. Tool & Equipment Supply	177.88	Equipment Repair - RK	701 5-180 8-607-...
32. USA Blue Book	446.18	Polymer Pump Shelf-SH	701 5-180 8-607-...
33. Indy Equipment	18.75	Street Repair - RK	701 5-180 8-612-...
34. Abraxis, LLC	3,810.00	Lab Supplies - SH	701 5-180 8-615-...
35. ERA	60.87	Lab Testing - SH	701 5-180 8-615-...
36. Hach Company	4,520.00	Lab Supplies - SH	701 5-180 8-615-...
37. Idexx Laboratories Inc.	5,000.00	Water & Wastewater Micro Lab Suppli...	701 5-180 8-615-...
38. Trico Oxygen Company	40.60	Lab Gases - SH	701 5-180 8-615-...
39. GDF Suez	1,709.46	Monthly Energy Resource Charge April...	701 5-180 8-700-...
40. Illuminating Co.	159.17	Elect Svc @ Wa Towers & Aux 2/4/16-...	701 5-180 8-700-...
41. CenturyLink	618.50	TelephoneSvc@WaterPlant March 20...	701 5-180 8-700-...
42. Verizon Wireless	449.56	Cell Phone Service - RRE	701 5-180 8-700-...
43. AWWA - Ohio Section	60.00	Registration Fees - SH	701 5-180 8-701-...
44. Brakey Energy, Inc.	875.00	Energy Management Service - TAD	701 5-180 8-701-...
45. DLT Solutions Inc.	1,569.56	Autodesk Subscription Renewal 1 Yr-JG	701 5-180 8-701-...
46. General Crane Rental, LLC	1,185.00	Crane Rental @ Water Plant-SH	701 5-180 8-701-...
47. Firstmerit Bankcard Ctr	107.13	Breakfast Meeting, Frames, Books - T...	701 5-180 8-701-...
48. Firstmerit Bankcard Ctr	23.47	Water Glasses & Coat Hooks - RRE	701 5-180 8-701-...
49. Firstmerit Bankcard Ctr	11.12	Lunch Meeting - JG	701 5-180 8-701-...
50. Firstmerit Bankcard Ctr	748.54	Cell Phone Accessories, Lunch, Breakf...	701 5-180 8-701-...
51. Illuminating Co.	9,783.86	Service to new water tower - RRE	701 5-180 8-701-...
52. McAfee	27.50	Email Filtering April 2016-RRE	701 5-180 8-701-...
53. Novotny Catering Inc.	265.65	Annual Employee Breakfast - TAD	701 5-180 8-701-...
54. Sandstone EHS Service LLC	477.50	Consulting Training - SH	701 5-180 8-701-...

04/14/16

Avon Lake Municipal Utilities
Water Fund 701 Expenses
 April 19, 2016

Name	Amount	Memo	Account
55. Solar Testing Laboratories, I...	732.00	Concrete Testing - SIP Project 3/10/16...	701 5-180 8-701-...
56. Technology Management S...	1,181.25	Computer Support-March 2016-RRE	701 5-180 8-701-...
57. West, Elana	25.00	Reimbursement for Cell Phone - April ...	701 5-180 8-701-...
58. Yuronich, Greg	25.00	Reimbursement for Cell Phone - April ...	701 5-180 8-701-...
59. Avon Lake Regional Water	9.24	Water Used on ETL 1 - March 2016-R...	701 5-180 8-703-...
60. Fuelman of Northern Ohio	425.83	Fuel for vehicles 3/28/16-4/10/16-LS	701 5-180 8-707-...
61. Advance Auto Parts	21.00	Misc Truck Parts - RK	701 5-180 8-707-...
62. Federated Auto Parts	60.69	Truck Parts - RK	701 5-180 8-707-...
63. Kowalski Ford	95.98	Misc Truck Parts - RK	701 5-180 8-707-...
64. Grainger Inc.	185.31	Strobe Light for Building Alarm - SH	701 5-180 8-708-...
65. Kurtz Bros., Inc.	243.54	57 Gravel River Rock - RK	701 5-180 8-708-...
66. Rebman Systems Inc.	81.88	Annual Fire Alarm Inspection - RK	701 5-180 8-708-...
67. Rock Pile	152.00	Yard Repair Supplies - RK	701 5-180 8-708-...
68. Young Security Services	330.00	Lock - SH	701 5-180 8-708-...
69. Cutting Edge Lawn & Lands...	380.00	Lawn Svc @ 201 Miller - RK	701 5-180 8-709-...
70. Lawn Tech	135.98	Fertilize Lawn @ 201 Miller - RRE	701 5-180 8-709-...
71. CenturyLink	691.36	TelephoneSvc@201Miller March 2016-...	701 5-180 8-711-...
72. Illuminating Co.	626.61	Elect Svc @ 201 Miller 3/9/16-4/8/16-R...	701 5-180 8-711-...
73. Valley Ford Truck Inc.	39,351.00	2016 Ford F750 Chassis - RK	701 5-180 8-804-...
74. Cardconnect	115.25	Credit Card Fees - March 2016 - LS	701 5-180 8-907-...
75. Discover Network	20.06	Discover Card Fee - Feb 2016 -LS	701 5-180 8-907-...
76. Discover Network	6.23	Discover Card Fee - March 2016 -LS	701 5-180 8-907-...
77. Shamrock	449.11	UBILL Fee - March 2016 - RRE	701 5-180 8-907-...
78. U.S. Bank	1.82	US Bank Fees March 2016 -LS	701 5-180 8-907-...
Apr 19, 16	<u>233,511.71</u>		

04/14/16

Avon Lake Municipal Utilities Wastewater Fund 721 Expenses

April 19, 2016

	Name	Amount	Memo	Account
	Apr 19, 16			
1.	Wastewater Employees	44,806.64	Waste Water P/R #8 03/21/16-04/03/16 -RRE	721 5-190 7-102...
2.	Wastewater Employees	4,167.00	Waste Water P/R #8 03/21/16-04/03/16 -RRE	721 5-190 7-105...
3.	Wastewater Employees	3,313.19	Waste Water P/R #8 03/21/16-04/03/16 -RRE	721 5-190 7-106...
4.	Mitchell, Dale	10.00	1 Employee Meal Allowance - LS	721 5-190 7-200...
5.	Sadowski, Dale	10.00	1 Employee Meal Allowance - LS	721 5-190 7-200...
6.	Medical Mutual of Ohio	-4,566.00	Switch Employees for April 2016-Danielson, ...	721 5-190 7-203...
7.	Medical Mutual of Ohio	121.17	Medical Mutual Payment 4/5/16	721 5-190 7-203...
8.	Medical Mutual of Ohio	247.96	Medical Mutual Payment 4/12/16	721 5-190 7-203...
9.	Dependent Health Care	800.00	Dependent Healthcare Jan-Apr 2016	721 5-190 7-203...
10.	Medical Mutual of Ohio	-1,426.65	Med Mut Emp Contrib P/R #8	721 5-190 7-203...
11.	Medical Mutual of Ohio	-25.20	Switch Employees for April 2016-Danielson, ...	721 5-190 7-204...
12.	Medical Mutual of Ohio	-261.42	Switch Employees for April 2016-Danielson, ...	721 5-190 7-205...
13.	Medical Mutual of Ohio	-915.18	Switch Employees for April 2016-Danielson, ...	721 5-190 7-207...
14.	Medicare	690.11	Medicare - 04/8/16 Wages - P/R #8	721 5-190 7-212...
15.	Cintas Corp.	193.10	Employee Uniform Rental March 2016-RK	721 5-190 8-226...
16.	Avon Lake Printing	610.00	Water Sewer Line Labels/Banners/Waterlin...	721 5-190 8-601...
17.	Federal Express	67.53	Shipping Charges - LS	721 5-190 8-601...
18.	FriendsOffice	163.21	Office Supplies - KK	721 5-190 8-601...
19.	Bonded Chemicals Inc.	10,110.40	63.19 Tons Lime-SB	721 5-190 8-602...
20.	Bonded Chemicals Inc.	3,734.26	8.3354 Tons Ferric Chloride-SB	721 5-190 8-602...
21.	Goldstar Products Inc.	1,940.39	Operating Supplies - SB	721 5-190 8-602...
22.	Aztec Steel Corp.	1,009.40	Steel for Press - SB	721 5-190 8-603...
23.	E & H Hardware Group, ...	115.30	Maintenance Supplies - RRE	721 5-190 8-603...
24.	Lowe's	457.79	Maintenance Supplies - RRE	721 5-190 8-603...
25.	Roberts Surveying Suppli...	527.95	Maintenance Supplies - JG	721 5-190 8-603...
26.	Trico Oxygen Company	75.90	Maintenance Gases - RK	721 5-190 8-603...
27.	United Laboratories	848.55	Maintenance Supplies - SB	721 5-190 8-603...
28.	Pirtek	209.79	Hyd Line for Back Hoe - RK	721 5-190 8-607...
29.	Tool & Equipment Supply	177.87	Equipment Repair - RK	721 5-190 8-607...
30.	UV Doctor Lamps LLC	2,808.00	UV Lamps & Ballasts - SB	721 5-190 8-607...
31.	Zoro	399.84	Repair Materials - SB	721 5-190 8-607...
32.	Kendera Enterprises, Inc.	775.00	Sewer Repair Work on Brookfield - RK	721 5-190 8-612...
33.	Hach Company	628.44	Lab Supplies - SH	721 5-190 8-615...
34.	Idexx Laboratories Inc.	2,103.17	Water & Wastewater Micro Lab Supplies-SH	721 5-190 8-615...
35.	Jones & Henry Labs Inc.	170.00	Mercury Testing/Priority Pollution-SB	721 5-190 8-615...
36.	Columbia Gas	27.45	GasSvc@671Bridgeside 03/01/16-03/31/16...	721 5-190 8-700...
37.	Columbia Gas	26.19	GasSvc@641Lear 03/04/16-04/05/16- RK	721 5-190 8-700...
38.	Columbia Gas	27.03	GasSvc@100Woodbridge 03/01/16-03/31/1...	721 5-190 8-700...
39.	Illuminating Co.	7,410.07	Elect@WPCC 3/9/16-4/7/16-SB	721 5-190 8-700...
40.	CenturyLink	365.84	TelephoneSvc@PumpStations March 2016...	721 5-190 8-700...
41.	Verizon Wireless	449.55	Cell Phone Service - RRE	721 5-190 8-700...
42.	Illuminating Co.	182.64	Elect@31900 Lake 3/8/16-4/6/16-RK	721 5-190 8-700...
43.	Illuminating Co.	115.83	Elect@Bridgeside P.S. 3/8/16-4/6/16-RK	721 5-190 8-700...
44.	Illuminating Co.	138.40	Elect@Lear P.S. 3/5/16-4/7/16-RK	721 5-190 8-700...
45.	Illuminating Co.	120.78	Elet@HuntClub P.S. 3/8/16-4/6/16-RK	721 5-190 8-700...
46.	Illuminating Co.	52.77	Elect@AvonBeldenSwMtr 3/11/16-4/11/16-...	721 5-190 8-700...
47.	Illuminating Co.	52.87	Elect@Jaycox SwMtr 3/5/16-4/6/16-RK	721 5-190 8-700...
48.	Brakey Energy, Inc.	875.00	Energy Management Service - TAD	721 5-190 8-701...
49.	Bramhall Engineering & ...	43,620.00	Prof Svc @ Fairfield - Inwood - JG	721 5-190 8-701...
50.	Data-Command	1,077.60	Annual Subscription @ Pump Stations 5/1/1...	721 5-190 8-701...
51.	DLT Solutions Inc.	1,569.55	Autodesk Subscription Renewal 1 Yr-JG	721 5-190 8-701...
52.	Firstmerit Bankcard Ctr	107.12	Breakfast Meeting, Frames, Books - TAD	721 5-190 8-701...
53.	Firstmerit Bankcard Ctr	23.47	Water Glasses & Coats Hooks - RRE	721 5-190 8-701...
54.	Firstmerit Bankcard Ctr	11.11	Lunch Meeting - JG	721 5-190 8-701...

04/14/16

Avon Lake Municipal Utilities
Wastewater Fund 721 Expenses

April 19, 2016

Name	Amount	Memo	Account
55. Firstmerit Bankcard Ctr	826.40	Lunch Mtgs, Parking Fees, Hotel Fee - SB	721 5-190 8-701...
56. Great Lakes Pipeline Ser...	1,757.50	CCTV Inspection - Storm Sewer on Curtis D...	721 5-190 8-701...
57. Great Lakes Pipeline Ser...	11,750.00	CCTV Sewer Laterals - FIBB Project - JG	721 5-190 8-701...
58. McAfee	27.50	Email Filtering April 2016-RRE	721 5-190 8-701...
59. Mercy Occupational Health	44.00	DOT Testing - RRE	721 5-190 8-701...
60. Novotny Catering Inc.	177.10	Annual Employee Breakfast - TAD	721 5-190 8-701...
61. Sandstone EHS Service ...	477.50	Consulting Training - SH	721 5-190 8-701...
62. Technology Managemen...	1,181.25	Computer Support-March 2016-RRE	721 5-190 8-701...
63. Fuelman of Northern Ohio	425.84	Fuel for vehicles 3/28/16-4/10/16-LS	721 5-190 8-707...
64. Advance Auto Parts	21.00	Misc Truck Parts - RK	721 5-190 8-707...
65. Federated Auto Parts	124.25	Truck Parts - RK	721 5-190 8-707...
66. Kowalski Ford	95.98	Misc Truck Parts - RK	721 5-190 8-707...
67. Lawn Tech	35.12	Fertilize Lawn @ Center Rd Pump Station - ...	721 5-190 8-708...
68. Rebman Systems Inc.	81.87	Annual Fire Alarm Inspection - RK	721 5-190 8-708...
69. Cutting Edge Lawn & La...	380.00	Lawn Svc @ 201 Miller - RK	721 5-190 8-709...
70. Lawn Tech	135.97	Fertilize Lawn @ 201 Miller - RRE	721 5-190 8-709...
71. Control Measurement Inc.	12,420.18	Relief Valves - SB	721 5-190 8-804...
72. Valley Ford Truck Inc.	39,351.00	2016 Ford F750 Chassis - RK	721 5-190 8-804...
73. Cardconnect	115.25	Credit Card Fees - March 2016 - LS	721 5-190 8-907...
74. Discover Network	20.06	Discover Card Fee - Feb 2016 -LS	721 5-190 8-907...
75. Discover Network	6.23	Discover Card Fee - March 2016 -LS	721 5-190 8-907...
76. Shamrock	449.10	UBILL Fee - March 2016 - RRE	721 5-190 8-907...
77. U.S. Bank	1.81	US Bank Fees March 2016 -LS	721 5-190 8-907...
Apr 19, 16	<u>200,255.69</u>		

04/14/16

Avon Lake Municipal Utilities
MOR Fund 703 Expenses - ETL1

April 19, 2016

Name	Amount	Memo	Account
Apr 19, 16			
1. Allied Appraisals, LLC	1,600.00	Property Appraisal - RRE	703 5-180 8-701...
2. Avon Lake Regional W...	102,003.31	Water Used from ETL1 - Mar. 2016-RRE	703 5-180 8-704...
3. BNR, Inc.	2,000.00	Chlorine Rebuild Parts - SH	703 5-180 8-740...
4. Kendera Enterprises, Inc.	1,614.00	ETL1 Repair Work - Lear Road - RK	703 5-180 8-740...
5. Westview Concrete Co...	2,758.50	Concrete for ETL1-Lear Rd-RK	703 5-180 8-740...
6. W.W. Williams	568.75	Maint/Repair-Moore Rd Generator-SH	703 5-180 8-740...
7. Illuminating Co.	123.02	Elect@Lear/Krebs PRV 2/4/16-3/4/16-R...	703 5-180 8-743...
8. Illuminating Co.	50.11	Elect@Moore/RR PRV 2/9/16-3/9/16-R...	703 5-180 8-743...
9. Ohio Edison	74.22	Elect@Butternut/Root 3/3/16-4/1/16-RRE	703 5-180 8-743...
10. Ohio Edison	49.47	Elect@Lear/Chstn 3/5/16-4/5/16-RRE	703 5-180 8-743...
11. Ohio Edison	66.57	Elect@Lear/Mills 3/8/16-4/5/16-RRE	703 5-180 8-743...
12. Ohio Edison	63.72	Elect@Ler/US20 3/5/16-4/4/16-RRE	703 5-180 8-743...
13. Ohio Edison	52.70	Elect@Root/Sprag 3/3/16-4/12/16	703 5-180 8-743...
14. GDF Suez	26.30	Elect@Moore/RR 3/3/16-4/1/16-RRE	703 5-180 8-743...
Apr 19, 16	<u>111,050.67</u>		

04/14/16

Avon Lake Municipal Utilities
MOR Fund 762 Expenses - ETL2
April 16 - 19, 2016

Name	Amount	Memo	Account
Apr 16 - 19, 16			
1. Allied Appraisals, LLC	1,400.00	Property Appraisal-RRE	762 5-180 8-70...
2. Ohio Edison	6,929.56	Elect@Island P.S. 3/2/16-4/1/16-RRE	762 5-180 8-70...
3. Ohio Edison	38.83	Elect@Island OAL 3/4/16-4/4/16-RRE	762 5-180 8-70...
4. GDF Suez	7,218.21	Elect@Island P.S. 3/2/16-4/1/16-RRE	762 5-180 8-70...
5. Avon Lake Regional W...	238,711.26	Water used on ETL 2 - Mar. 2016 - RRE	762 5-180 8-70...
6. BNR, Inc.	1,228.76	Chlorinator Rebuild Parts-SH	762 5-180 8-74...
7. Ohio Edison	72.12	Elect@Barres PRV 3/5/16-4/5/16-RRE	762 5-180 8-74...
8. Ohio Edison	48.15	Elect@CenterRidge PRV 3/4/16-4/1/16-...	762 5-180 8-74...
9. Ohio Edison	46.26	Elect@Chestnut RV 3/3/16-4/4/16-RRE	762 5-180 8-74...
Apr 16 - 19, 16	<u>255,693.15</u>		

04/14/16

Avon Lake Municipal Utilities
LORCO Fund 749 Expenses
 April 19, 2016

Name	Amount	Memo	Account
Apr 19, 16			
1. LORCO Employees	1,875.00	1st Qtr LORCO Stipends	749 5-190 7-102...
2. Eaton True Value	27.15	Maintenance Supplies-RK	749 5-190 8-603...
3. Ohio Edison	203.51	Elect@9845AvonBelden 3/3/16-4/1/16-...	749 5-190 8-700...
4. Ohio Edison	49.03	Elect@12169AvonBelden3/3/16-3/31/1...	749 5-190 8-700...
5. Ohio Edison	50.39	Elect@12901AvonBelden 3/3/16-3/31/1...	749 5-190 8-700...
6. Ohio Edison	51.98	Elect@36780 Giles 3/1/16-3/30/16-RRE	749 5-190 8-700...
7. Ohio Edison	49.19	Elect@10920 Hawke 3/4/16-4/1/16-RRE	749 5-190 8-700...
8. Ohio Edison	54.37	Elect@10301 Reed 3/4/16-4/1/16-RRE	749 5-190 8-700...
9. Ohio Edison	940.41	Elect@38393 Royalton 3/1/16-3/31/16-...	749 5-190 8-700...
10. GDF Suez	27.28	Elect@1030 Reed 3/4/16-4/1/16-RRE	749 5-190 8-700...
11. GDF Suez	8.69	Elect@10920 Hawke 3/4/16-4/1/16-RRE	749 5-190 8-700...
12. GDF Suez	12.14	Elect@6780 Giles 3/1/16-3/31/16-RRE	749 5-190 8-700...
13. GDF Suez	53.50	Elect@33930Cooley 3/2/16-3/31/16	749 5-190 8-700...
14. GDF Suez	12.95	Elect@12901AvonBelden 3/3/16-3/31/1...	749 5-190 8-700...
15. GDF Suez	7.73	Elect@12169AvonBelden 3/3/16-3/31/1...	749 5-190 8-700...
16. GDF Suez	109.82	Elect@9845AvonBelden 3/3/16-4/01/16	749 5-190 8-700...
17. GDF Suez	472.49	Elect@38393Royalton 3/1/16-3/30/16-R...	749 5-190 8-700...
18. Lorain-Medina Rural Ele...	91.36	Elect@Slife 2/24/16 - 3/23/16 - RRE	749 5-190 8-700...
19. Lorain-Medina Rural Ele...	118.08	Elect@IndianHollow 2/24/16-3/23/16 - ...	749 5-190 8-700...
20. Lorain-Medina Rural Ele...	55.12	Elect@Durkee(South) 2/24/16-3/23/16 - ...	749 5-190 8-700...
21. Lorain-Medina Rural Ele...	135.23	Elect@12775 Durkee(North) 2/24/16-3/...	749 5-190 8-700...
22. Lorain-Medina Rural Ele...	73.13	Elect@12601 Cowley 2/24/16-3/23/16 - ...	749 5-190 8-700...
23. Lorain-Medina Rural Ele...	87.36	Elect@36879 Capel 2/24/16-3/23/16 - R...	749 5-190 8-700...
24. Lorain-Medina Rural Ele...	93.62	Elect@Banks Rd 2/24/16-3/23/16 - RRE	749 5-190 8-700...
25. RLCWA	1,107.00	LORCO Meter Readings-March 2016-R...	749 5-190 8-848...
26. Cardconnect	119.46	Credit Card Fees - March 2016 - LS	749 5-190 8-907...
27. Cardconnect	2.70	Charge for CrCard Paper-LS	749 5-190 8-907...
28. LORCO	13,500.00	Monthly Advance - April .3 2016 - TAD	749 5-190 8-907...
Apr 19, 16	19,388.69		

04/14/16

Avon Lake Municipal Utilities
Water Works Construction Fund 704 Expenses
April 19, 2016

<u>Name</u>	<u>Amount</u>	<u>Memo</u>	<u>Account</u>
Apr 19, 16			
1. MWH Americas	110,000.00	Prof Svc 11/28/15-1/1/16-TAD	704 5-180 8-80...
Apr 19, 16	<u>110,000.00</u>		



THIS AGREEMENT, effective as of the date the last party executes this Agreement as set forth next to their signature below, is made between LINK COMPUTER CORPORATION, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617 (hereinafter "Link"), and AVON LAKE REGIONAL WATER, 201 Miller Road, Avon Lake, OH, 44012 (hereinafter "Customer").

1. LICENSE GRANT

Link hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right to use the Services identified in Schedule A attached hereto or additional Schedules to be attached hereto in the future by mutual agreement of the parties (Schedule A and/or future Schedules referred to hereinafter as "the Schedules") (hereinafter "Services") solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by and to Link. No ownership in the Services is transferred hereunder. Customer grants to Link an irrevocable license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's users.

2. LINK SERVICE SUPPORT TO CUSTOMER

Link maintains a full-time, dedicated, and professional support staff to provide assistance to Customers. The support staff will answer process and "how-to" questions, resolve user problems, configure software changes requested by Customer, and review and explain new features when they are released. This support is available by telephone and email. Additionally, Link provides video tutorials, "Help Cards", periodic webinars and other support resources. This support is included as part of the standard monthly fee referenced on the Schedules attached hereto with respect to those particular services.

3. LINK RESPONSIBILITIES

3.1 Link shall use commercially reasonable efforts to make the Services generally available 99.5% of each calendar month, except for: (a) planned downtime, with at least 48 hours of advance notice to the Customer, which will be scheduled during hours other than Monday through Friday, 8:00 AM to 5:00 PM, whenever reasonably possible; and (b) downtime caused by circumstances beyond Link's reasonable control, including but not limited to, acts of nature, acts of government, flood, fire, civil unrest, threat of terrorism, strike or other labor problem not involving Link's employees, telecommunications or computer failures or delays, and unauthorized and/or illegal network intrusions or cyber-attacks that result in damage to the Services or operate to prevent use of the Services by Link and/or the Customer. Please refer to the attached Muni_Link_Hosting.pdf document for more information on our hosting information. Muni-Link is hosted through Amazon Web Services, a Tier-4 hosting provider.

3.2 Link shall use commercially reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the Services, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the Services and/or Customer's use thereof.

3.3 Link shall use commercially reasonable efforts to monitor its Services and take commercially reasonable actions to make Link's Services secure from unauthorized access, network intrusions, cyber-attack, or subject to viruses or malware.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer may use the Services only for Customer's internal business purposes. Customer and its authorized users shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity or performance of the Services in whole or in part; or (c) attempt to gain unauthorized access to the Services or any related system or network. Customer shall take reasonable measures to protect Customer's information technology system from unauthorized access and to prevent anyone from engaging in the foregoing prohibited actions. If Customer or its authorized users engage in the foregoing prohibited actions or if Customer fails to take reasonable steps

to protect Customer's information technology system from unauthorized access that results in an unauthorized user engaging in the foregoing prohibited actions, Link may immediately suspend Customer from accessing the Services until Customer corrects the violation, or Link may also terminate Customer's license and this Agreement for such breach.

4.2 Customer shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any Services or the Content in any way; (b) modify, copy, or make derivative works based upon the Services or the Content; (c) create Internet "links" to or from the Services or "frame" or "mirror" any Content, other than on Customer's own intranets or otherwise for Customer's own internal business purposes; or (d) disassemble, reverse engineer, or decompile the Services in order to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, designs or graphics of the Services, or (iii) copy any idea, feature, function, design, or graphic of the Services. The Services licensed hereunder cannot be shared with anyone else or used by anyone other than Customer and its authorized users. "Content" means visual information, documents, software, products and services contained or made available to Customer as part of the Services.

4.3 Customer shall: (a) use reasonable efforts to prevent unauthorized access to or use of the Services or any Content in whole or in part; (b) notify Link promptly of any actual or suspected unauthorized access/use; (c) abide by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (d) use commercially reasonable efforts to ensure the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; and (e) comply with Link's policies to obtain support and other services under this Agreement.

5. CUSTOMER DATA

5.1 All Customer Data (any data or information Customer provides or submits within the parameters of the Services including the initial conversion of data during implementation and set up) shall be and always remain Customer's and shall be considered Customer's Confidential Information. Customer shall grant Link access to the Customer Data so that Link can respond to, assess, or resolve service or technical problems; in doing so, Link will maintain the confidentiality of the Customer Data.

5.2 Upon termination of this Agreement, Customer Data shall be provided to Customer in a standardized electronic format capable of being converted and/or uploaded into most databases upon payment of all outstanding invoices to Link. Link shall have no obligation to retain a copy of Customer Data longer than 30 days after delivery to Customer of the Customer Data.

5.3 Link can provide Customer Data in a standardized electronic format capable of being converted and/or uploaded into most databases to Customer during the term of this Agreement upon request of the Customer. Customer will be responsible to pay Link's standard processing fee in effect at the time of the request.

6. CHANGES TO SERVICES

Link reserves the right to: (a) upgrade, modify, replace, or reconfigure the Services at any time, and (b) change the terms of this Agreement, including Link's fee schedule, support and service terms and standards. Link will give Customer at least 90 days' advance notice of any change that significantly affects the use or cost of any Service by either an email to Customer's representative or via a letter via certified mail. For 30 days after the foregoing notice, Customer shall have the right to terminate the Service; in which case, at Customer's request, Link will continue to provide the Service for up to 90 days so long as the monthly fee is paid current during this transition period. Otherwise, the change will be deemed effective 30 days after the notice if Customer uses the Service to which the change applies thereafter.

7. FEES AND PAYMENT

7.1 Link will invoice Customer in accordance with the terms specified in the Schedules attached hereto. Customer shall pay all amounts due when they are due.

7.2 Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the due date until paid.

7.3 If Customer's account has a past due balance, Link reserves the right to suspend the Services until such amounts are paid in full, including all accrued liabilities and obligations. Customer will continue to be charged during any period of suspension. Link reserves the right to impose a reconnection fee if Customer access to the Service is suspended for non-payment, and Customer thereafter requests access to the Services.

8. TERM AND TERMINATION

8.1 The term of this Agreement shall be for one (1) year from the date the Customer goes live with the Service as determined by the Customer's invoice from Link for the first monthly fee. This Agreement shall renew automatically for additional one-year terms unless either party provides written notice of the party's intent to not renew the Agreement to the other party at least 90 days prior to the expiration of the then existing term. Upon termination and payment to Link of all outstanding invoices, Link shall provide Customer with the Customer Data in a standardized electronic format as provided for in Section 5.2.

8.2 If Customer breaches this Agreement for any reason including nonpayment of invoices for Services, except for breach of Customer's duties in Section 4.1 in which Link may terminate the Agreement immediately, Link may terminate this Agreement after 30 days' written notice to Customer, and Customer fails to cure the breach during such 30-day period. If Link terminates the Agreement, Customer shall remain responsible to pay any balance remaining due and upon payment of the same, Link shall provide Customer Data in a standardized electronic format as provided for in Section 5.2.

8.3 Upon termination of this Agreement and prior to the release of the Customer Data to Customer, Customer shall submit to Link a written and signed letter affirming that Customer has (a) not given, sold, rented, or lent any copy or any part of the Confidential Information (defined in Section 9) in any shape or form to any third party, including any user login credentials.

9. PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 Link owns all right, title and interest in and to the Services and the Content, including but not limited to copyrights, patents, trade secrets, trademarks, and intellectual property not subject to copyright or patent but are proprietary and valuable to Link (collectively, "Proprietary Rights"). The "MUNI-LINK" name and logo are registered trademarks of Link, and the product names associated with the Services are trademarks of Link. Customer shall have no right or license to use the trademarks without Link's written permission. Customer shall not challenge any ownership or other right of Link with respect to the trademarks or Proprietary Rights while a customer or after termination of this Agreement.

9.2 Proprietary Rights shall constitute "Confidential Information" under this Agreement. Without Link's prior written consent, Customer shall not use any Confidential Information except on a "need to know" basis to use the Services, nor shall Customer disclose any Confidential Information except as required by the laws of the state in which the Customer is located with respect to the public's "right-to-know" or "freedom of information" (hereinafter "RTK/FOIA laws"). Customer shall give Link 5 days' notice before releasing Confidential Information under RTK/FOIA laws in order to allow Link to assert any rights it may have to keep the Confidential Information confidential and not subject to disclosure. In the unlikely event that Customer is subpoenaed to produce Confidential Information, Customer shall promptly notify Link so Link can assert any and all rights to prevent the disclosure or limit the disclosure of Confidential Information. Customer shall utilize commercially reasonable security measures to protect the confidentiality of the Confidential Information. Customer acknowledges the importance of the Confidential Information and that, because other remedies are inadequate, if Customer discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 9.2, Link shall have the right to seek injunctive relief, and Customer waives any obligation that a bond be posted by Link in connection

with such relief. If requested by Link, Customer shall return all of the Confidential Information or provide proof of destruction of the same.

9.3 This Section 9 shall survive the termination of this Agreement.

10. REPRESENTATIONS; WARRANTIES; AND LIMITATIONS

10.1 Customer and LINK represents and warrants that the undersigned has the legal authority to enter into this Agreement, and all necessary legal action, including adoption at a public meeting, if required by Customer's state's laws, has occurred. Upon execution by the undersigned, this Agreement shall be a legally binding contract between Customer and Link.

10.2 The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications beyond both Customer's and/or Link's control. Link is not responsible for any delays, delivery failures, or other damage resulting from the foregoing.

10.3 Link warrants and represents that the Services will conform to Link's specifications that are in effect for the Services at that time, that the Services will perform substantially in accordance with what was presented and demonstrated to Customer, and that Services will operate in a manner consistent with general industry standards, which means the Services will be reasonably free from program coding errors. Link does not warrant that the Services will be free from all errors or that all possible program defects can be corrected. Customer shall give notice to Link promptly of any perceived error, and Link shall make every attempt to resolve any error in the Services at no cost to Customer to the extent the error is related to Link's Services and not a third party. Link will provide updates to the Services as are commercially reasonable in light of changes in third party software such as computer operating systems and internet web browsers or advise Customer of any third party product or upgrade of a product that Link becomes aware cannot operate in conjunction with Link's Services. Link is not responsible for changes in Customer's intellectual technology system, including hardware or software, in the absence of Customer's prior consultation with Link, that causes the Services not to operate or operate as the Services previously operated. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

10.4 Neither party shall be liable to the other for special, incidental, punitive, exemplary, or consequential damages (including loss of data, revenue, profits, use, or other economic advantage) arising from the Services and/or this Agreement even if one party has advised the other party of the possibility of such damages and regardless of the basis of any claim, i.e., contract, warranty, tort, or strict liability. In no event shall Link's aggregate liability to Customer exceed the amounts actually paid by the Customer in the 24-month period immediately preceding the event giving rise to Customer's first claim, regardless of the number of claims arising out of or related to this Agreement. Both parties acknowledge this Section 10.4 is reasonable in light of the cost of the Services and the length of the term of the Agreement.

10.5

Link shall not be responsible for any damages asserted against Link by a third party (person or entity not a party to this Agreement) based upon Customer's use of the Services hereunder so long as Link provides written notice to Customer within 7 business days of becoming aware of a potential or actual claim by a third party against Link. Customer agrees to pay any damages Link becomes legally obligated to pay to such third party.

11. GENERAL

11.1 Customer may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without Link's prior express written consent, which consent shall not be unreasonably withheld. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.2 No joint venture, partnership, employment, or agency relationship exists between Link and Customer. Customer agrees that Link can reference Customer's name and/or logo for the sole purpose of simply acknowledging Customer as one of Link's customers until Customer gives notice of its intent to terminate this Agreement or this Agreement otherwise terminates as provided for herein.

11.3 Link may notify Customer by means of email, or by written mailed communication, as per Customer's contact information in the Schedules attached hereto with respect to the Services in such Schedules. Notice shall be deemed to have been given within three (3) business days after mailing or 12 hours after sending an email or posting a change on the Services. Customer may notify Link (and such notice shall be deemed given when received) at any time by email, fax, or written mailed communication as per Link's contact information in the Schedules attached hereto.

11.4 The failure of either party to insist on strict performance by the other party to any provision of this Agreement shall not be construed as a waiver, release, or relinquishment thereof. Any waiver must be in writing signed by the waiving party in order to be effective, and such waiver shall only be effective to the breach being waived at that point in time and not to future breaches unless later waived in writing as provided for herein. No failure or delay by either party in exercising any right shall constitute a waiver of that right. Except as expressly provided herein, all of the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

11.5 If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of the provision or this Agreement shall not be affected thereby and that provision or this Agreement shall be enforced to the greatest extent permitted by law.

11.6 THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT. The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Agreement shall be solely in a United States District Court in Ohio, of and each party waives all objections to personal jurisdiction and venue. The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of the State of Ohio without regard to its choice of law provisions.

11.7 This Agreement contains the entire understanding of the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties. No other agreements or understandings, either written or oral, shall apply. This Agreement shall control over any purchase order with any contrary or additional terms issued by the Customer or LINK.



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: _____
Tim Link, President

Date: _____

AVON LAKE REGIONAL WATER

By: _____

Date: _____

Print Name: _____

Title: _____

Muni-Link First Invoice: Invoicing of the Monthly Fee will start 30 days after the initial conversion of the Customer Data. The Data Conversion and Implementation Fees will be invoiced at the same time.

Automatic Price Adjustment: The Monthly Fee will increase on a prorata basis, each time the total number of active accounts increases by more than 50. The Monthly Fee can also decrease upon a reduction of active accounts, according to list price and applicable volume pricing; however there will be no price decrease in the first 3 years.

Annual Price Adjustment: The Monthly Fee is subject to an annual increase of 1.75% for the first 3 years of the Agreement. Beyond that, the Monthly Fee will be subject to an annual increase of 2.5% (or the annualized Cost of Living increase as per the Bureau of Labor Statistics Northeast Region CPI Index, if higher).

LINK COMPUTER CORPORATION CONTACT INFORMATION
--

Corporate Name and Address: Link Computer Corporation
140 Stadium Drive
PO Box 250
Bellwood, PA 16617

Phone: (814) 742-7700

Fax: (814) 742-7900

Websites: www.muni-link.com; www.linkcorp.com

Sales Contacts:	Peter Jones	Mac Rosenbaum
Title:	Senior Solutions Specialist	Sr. VP of Sales and Marketing
Phone:	(814) 742-7700, ext. 363	(814) 742-7700, ext. 448
Email Address:	pjones@muni-link.com	mrosenbaum@linkcorp.com

Customer Support Contacts:	Dave Long	Leigh Bowser
Title:	Manager	Team Leader
Phone:	(814) 742-7700, ext. 445	(814) 742-7700, ext. 361
Email Address:	dlong@muni-link.com	lbowser@linkcorp.com

Technical Contact:	Tony Funari
Title:	Senior Software Development/Analyst and Team Leader
Phone:	(814) 742-7700, ext. 438
Email Address:	tfunari@muni-link.com



IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: _____
Tim Link, President

Date: _____

AVON LAKE REGIONAL WATER

By: _____

Date: _____

Print Name: _____

Title: _____

LATERAL LOAN AGREEMENT

This Agreement is made and entered into this _____ day of _____, 201____ by _____ (Borrower) and the City of Avon Lake through its Board of Municipal Utilities (collectively, the Parties) to loan funds to the Borrower in order to separate the combined lateral at _____, Avon Lake, Ohio (Property).

RECITALS

- A. The Board of Municipal Utilities (Board) was created by the Charter of the City of Avon Lake to manage, conduct, control and furnish sanitary sewer service, among other things, to the residents, businesses, and institutions of Avon Lake, Ohio.
- B. The Charter of the City of Avon Lake grants the Board the ability to make such by-laws and regulations it deems necessary for the safe, economical and efficient management, operation, and protection of the sanitary sewer and treatment system.
- C. The Board has determined in order to comply with the Long-Term Control Plan (LTCP) approved by Ohio EPA that, in addition to separating sewers within the public right of way, which is paid through the rates and charges of Avon Lake Regional Water, individual customers must assure that clean water sources such as downspouts, yard drains, and foundation drains are not discharged into sanitary laterals on private property.
- D. The Board has established that customers must assure these clean water sources from private property have been removed from their sanitary laterals by the latter of February 1, 2018, or one year after the sewer in the street in front of their property is separated, and all clean water sources must be removed from laterals by June 30, 2019.
- E. In order to help customers comply with this requirement, the Board has established the Lateral Loan Program that allows Borrowers to borrow up to \$4,000.00 from Avon Lake Regional Water to be repaid with water and wastewater bills, or in a manner deemed most appropriate by the Board. This Lateral Loan Program is complementary to the Sewer Lateral Program, where customers 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 sewer rate rebate payable over 10 years.
- F. The Borrower either owns (Property Owner) or is the Responsible Party paying for water and wastewater service for the Property (listed above) and desires to borrow money from Avon Lake Regional Water (overseen by the Board of Municipal Utilities) in order to complete a lateral separation (the Project) at the Property.
- G. The Borrower agrees to comply with the requirements for the Lateral Loan Program and has or will obtain the permits necessary through Avon Lake Regional Water and, possibly, the City of Avon Lake in order to complete the work.

NOW THEREFORE, inconsideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I – COMPLETION OF PROJECT AND PAYMENT OF COSTS THEREOF

1.1. The Borrower agrees that:

- 1.1.1. The Borrower will allow Avon Lake Regional Water staff to inspect the home/building at the Property to determine whether clean water sources must be permanently prevented from entering the sanitary lateral, to inspect the Project as it is progressing, and to inspect the Project once complete to assure clean water has been permanently prevented from entering the sanitary lateral.
- 1.1.2. The Borrower has determined that he/she will accomplish this permanent prevention by constructing 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 Borrower's 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.
- 1.1.3. The Borrower will comply with all of Avon Lake Regional Water's and the City of Avon Lake's standards and requirements for construction of new laterals, sump pumps, and/or other associated appurtenances/materials.
- 1.1.4. The Borrower will provide a copy of a bill or bills from a contractor for all Eligible Costs for the Project and only request a loan for Eligible Costs. (Eligible Costs include those costs for goods and services associated with constructing an additional lateral or laterals, adding any other related appurtenances such as backwater valves and/or yard drains, and returning the property back to original condition.)
- 1.1.5. The Borrower will return within 30 days any moneys that were loaned to the Borrower and later deemed not to be Eligible Costs.
- 1.1.6. If the Borrower is not the Property Owner, the Borrower shall work with the Property Owner and assure that the Property Owner is also a Party to this Agreement.

1.2. The Board of Municipal Utilities agrees that:

- 1.2.1. Subject to the terms and conditions of this Agreement, Avon Lake Regional Water staff will promptly (within two business days or at a mutually agreeable time) inspect the Borrower's home/building for one of the reasons stated in Section 1.1.1 above at the request of the Borrower.
- 1.2.2. Avon Lake Regional Water staff will determine eligibility for the Lateral Loan Program either through direct inspection or through review of information provided by a contractor working on behalf of the Borrower and provide the Borrower a letter stating the Borrower is either eligible or not eligible to take part in the Program.
- 1.2.3. Once the Borrower has been accepted to take part in the Program, Avon Lake Regional Water staff will review bills/invoices provided by the Borrower; and, for Eligible Costs, provide two checks (the first will be for 90% of the Eligible Costs, and the second will be for 10% of the Eligible Costs) to the Borrower (available for pick up at 201 Miller Road) written in the name of the contractor for the Borrower. The first will be available for pick up within 30 days after documented receipt of the bills/invoices and will require the Borrower to sign an acknowledgement that the project is substantially complete and has passed inspection by Avon Lake Regional Water staff. The second will be available beginning one week later and will require the borrower to sign an acknowledgement that the project has been completed to his/her satisfaction. At the discretion of the Borrower, both acknowledgements may

be signed together in order for one check for 100% of the Eligible Costs to be provided within 30 days.

ARTICLE II – PAYMENTS BY THE BORROWER

- 2.1. Subject to further provisions hereinafter set forth, the Borrower agrees to and shall pay all Loan Payments at the times and in the amounts set forth below.
- 2.2. The loan repayment period will be set for ten 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 is repaid each year.
- 2.3. Ten years of repayment will begin with the next water and wastewater bill issued to the Borrower after the checks are provided to the Borrower.
- 2.4. An interest rate of 2.0% for the outstanding Loan Balance will be determined simply and determined at the beginning of each repayment year. As an example, if \$4,000.00 is outstanding, the interest for that year is 2.0% of \$4,000.00, or \$80.00. This interest will be applied equally over the number of bills that will be issued that payment year. Hence, if the bills are issued quarterly, \$20.00 in interest will be payable with each bill.
- 2.5. The Borrower agrees that when paying a bill, moneys will first be applied to the outstanding loan, then to the wastewater bill, and finally to the water bill. Hence, unless payment is received in full (loan, wastewater, water) by the due date on the bill, the water will be shut off to the Property, as established in the Regulations of Avon Lake Regional Water.
- 2.6. If the Borrower neglects to pay the full "Balance Due" on the bill and the water is shut off, unless the Borrower either pays or agrees within seven (7) days after the water is shut off to payment arrangements acceptable to Avon Lake Regional Water, this will be deemed an Event of Default (defined below); and Avon Lake Regional Water will certify to the Lorain County Auditor's office the full outstanding Loan Balance for recovery on the tax list and duplicate as a lien against the property.
- 2.7. If title to the property for which this loan is issued is transferred to another party, this loan must be paid in full before water and wastewater service may be established in the new party's name.
- 2.8. The Borrower agrees to provide or obtain funds for all non-Eligible Project Costs to assure the project is completed.
- 2.9. The obligations of the Borrower under this Agreement to repay the loan are not assignable, and the Borrower shall not be discharged without written confirmation by Avon Lake Regional Water. The Borrower further understands, acknowledges, and agrees that Avon Lake Regional Water will pledge as security to funding agencies from which Avon Lake Regional Water borrows money the payments Avon Lake Regional Water is entitled to receive from Borrower.

ARTICLE III – GENERAL REPRESENTATIONS, WARRANTIES, AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

- 3.1. The Borrower hereby represents and warrants that:

- 3.1.1. While any Loan Balance is outstanding, the Borrower shall remain in compliance, and shall take whatever actions necessary to assure compliance, in all material respects with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this agreement.
- 3.1.2. There is no litigation or administrative action or proceeding pending or, to the best of the Borrower's knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet his/her obligations under this Agreement.
- 3.1.3. Except as heretofore disclosed in writing to Avon Lake Regional Water, no judgement or consent order has been rendered against the Borrower; and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the 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.
- 3.1.4. The 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 the Borrower is a party, or by which the Borrower or his/her property may be bound. This Agreement has, by proper action, been duly executed by the Borrower, and all necessary actions have been taken in order for the Agreement to constitute the legal, valid, and binding obligation of the Borrower.
- 3.1.5. The Property Owner will preserve and maintain his/her title to the property for which this loan is issued. In the event the title is to be transferred, the entire outstanding Loan Balance must be paid in full by the Borrower, unless acknowledged below by the Property Owner, before or with title transfer.
- 3.1.6. The Borrower shall keep all of his/her insurable property insured against loss or damage, and shall maintain public liability insurance against claims of personal injury, death, or property damage suffered by others upon, in, or about the Property.
- 3.1.7. The Borrower or Property Owner, as required by their mutual agreements, 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 taxes, assessments, water and sewer rents, charges, and claims that may be assessed, levied, or filed at any time against the Borrower, Property, or any part thereof (including without limitation any taxes levied upon or with respect to the revenues, income, or profit of the Borrower from the Property), or which by any part thereof, or a charge on such revenues, incomes, or profits; and the Borrower shall produce to Avon Lake Regional Water, upon request, receipts for the payment thereof. It is expressly agreed that no credit shall be claimed or allowed on the amounts payable under this Agreement because of any taxes or other charges paid.
- 3.2. The Borrower and Avon Lake Regional Water agree that the funding agency that Avon Lake Regional Water uses will be a third party beneficiary of this Agreement.
- 3.3. Each of the following events or circumstances shall be an Event of Default if it continues to exist thirty (30) days after Avon Lake Regional Water has given, or has caused another party to have given, written notice thereof to the Borrower, except that the events or circumstances described in clauses 1, 5, 6, or 8 below shall constitute an Event of Default immediately upon the occurrence thereof:

- 3.3.1. The Borrower shall fail to make any payment when due to Avon Lake Regional Water pursuant to this agreement.
 - 3.3.2. The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement.
 - 3.3.3. Any representation or warranty made by the Borrower in Section 3.1 or elsewhere in the Agreement or in any certification or other document furnished by the Borrower to Avon Lake Regional Water 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.
 - 3.3.4. The Borrower shall fail to pay any other indebtedness of the Borrower, or any interest premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness.
 - 3.3.5. The Borrower shall be declared incompetent and a guardian appointed for a receiver, trustee, custodian, or similar officer shall be appointed for the Borrower or for any substantial part of the Borrower's property, without the application or consent of the Borrower, or any bankruptcy, insolvency, readjustment of debt, or similar proceedings under the laws of any jurisdiction against the Borrower, and such appointment or proceedings shall remain undischarged or undismissed for a period of 60 days.
 - 3.3.6. The Borrower shall (i) admit in writing his/her inability to pay his/her debts when due, or (ii) make an assignment for the benefits of creditors, or (iii) apply for or consent to the appointment of any guardian for the Borrower or trustee or custodian for any substantial part of the 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 the Borrower.
 - 3.3.7. Any final, unappealable and uninsured money judgement or judgements for an amount in excess, in the aggregate of \$10,000, shall be rendered against the Borrower or his/her assets, or any writ or warrant of attachment, or similar process shall be entered or filed against the Borrower or any of his/her assets, and such writ, warrant, or process shall remain unsatisfied, unsettled, unvacated, unbonded, and unstayed for a period of 30 days or in any event later than five business days prior to the date of any proposed sale of the Borrower's assets thereunder.
 - 3.3.8. Any material provision of this Agreement shall cease to be valid and binding on the Borrower, or the validity or enforceability thereof shall be contested or denied by the Borrower.
- 3.4. Upon the occurrence of an Event of Default, Avon Lake Regional Water may terminate or suspend the disbursement of funds for the payment of Eligible Costs hereunder, and Avon Lake Regional Water may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action. Upon the occurrence of an Event of Default, Avon Lake Regional Water shall have the option to declare the outstanding principal immediately due and payable by the Borrower to Avon Lake Regional Water without presentment, demand, protest, or notice of any kind; and Avon Lake Regional Water, at its discretion, may certify to the Lorain County Auditor's office the full outstanding Loan Balance for recovery on the tax list and duplicate as a lien against the property.

- 3.5. The rights and remedies conferred upon Avon Lake Regional Water in Section 3.4 are in addition to any other legal or equitable right or remedy Avon Lake Regional Water may be entitled to exercise upon the occurrence and during the continuation of an Event of Default, and no right or remedy conferred upon Avon Lake Regional Water under Section 3.4 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.
- 3.6. The Borrower releases Avon Lake Regional Water, the City of Avon Lake, and any eventual funding agency from and agrees that they shall not be liable for and agrees to hold the respective employees, officers, board, and council members harmless 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 by Avon Lake Regional Water; the City of Avon Lake; the eventual funding agency; and their officers, employees, and agents. The Borrower further agrees to indemnify and hold harmless Avon Lake Regional Water; the City of Avon Lake; and any future funding agency; and their officers, employees, and agents against and from any and all cost, liability, expenses, and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project or from any of the Project or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licenses, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation resulting from the Project (other than any accident, injury, or damage that results from negligent or intentional acts of Avon Lake Regional Water; the City of Avon Lake; the eventual finding agency; or their officers, employees, and agents), and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action, arbitration, or proceeding brought thereon. In case any action or proceeding by brought against Avon Lake Regional Water, the City of Avon Lake, or the eventual funding agency by reason of any claim described in this Section, Avon Lake Regional Water, the City of Avon Lake, and the eventual funding agency agree to cause written notice of such action or proceeding to be given to the Borrower.
- 3.7. Avon Lake Regional Water represents and warrants that it has full power and authority to execute this Agreement, to perform Avon Lake Regional Water's obligations under this Agreement, and to enter into and complete the transactions contemplated thereby. Such execution does not, and will not, violate any provision of law applicable to Avon Lake Regional Water or the City of Avon Lake. This Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which Avon Lake Regional Water or the City of Avon Lake are a party, or by which Avon Lake Regional Water or the City of Avon Lake or its property may be bound. This Agreement has, by proper action, been duly executed by and on behalf of the Board of Municipal Utilities, and all necessary actions have been taken in order for the Agreement to constitute the legal, valid, and binding obligation of the City of Avon Lake through its Board of Municipal Utilities.
- 3.8. The Borrower represents and warrants that the Borrower has full power and authority to execute this Agreement and to perform the Borrower's obligations under the Agreement, and to enter into and carry out the transactions contemplated thereby. Such execution

does not, and will not, violate any provision of law applicable to the Borrower or other governing instruments of the Borrower. This Agreement does not, and will not, conflict with or result in a default under an agreement or instrument to which the Borrower is a party, or by which the Borrower or its property may be bound. This Agreement has, by proper action, been executed by the Borrower and all necessary actions have been taken in order for the Agreement to constitute the legal, valid, and binding obligation of the Borrower.

ARTICLE IV – MISCELLANEOUS PROVISIONS

- 4.1. This Agreement shall be in effect until Loan for the project is repaid in full.
- 4.2. All notices or requests permitted or required under this Agreement must be in writing and shall be delivered by personal delivery or mail and shall be addressed to the following persons:

Borrower

Board of Municipal Utilities

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

Property Owner (if necessary)

Notice 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.

- 4.3. 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.
- 4.4. Each Party has bound itself by this Agreement. No party shall be permitted to assign, sublet or transfer any part of its interest in this Agreement without written consent of all other Parties.
- 4.5. 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.
- 4.6. 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 to this Agreement (or any 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. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by said Parties.

IN WITNESS WHEREOF, the Borrower and Property Owner, if applicable, has/have executed and the Board of Municipal Utilities has caused this Agreement to be executed by its duly authorized officers as of the day and year first herein above written.

BORROWER(S)

_____ (signed) _____ (signed)
_____ (printed) _____ (printed)

PROPERTY OWNER(S) (If different from Borrower)

_____ (signed) _____ (signed)
_____ (printed) _____ (printed)

If the title to the property transfers while there is still an outstanding Loan Balance, the person responsible to pay off the outstanding Loan Balance will be:

_____ (printed) _____ (signed)

CITY OF AVON LAKE THROUGH ITS BOARD OF MUNICIPAL UTILITIES

_____ (signed)
Todd A. Danielson, Chief Utilities Executive

Approved as to form

_____ (signed)
Abraham Lieberman, Esq., Law Director