

# RECORD OF RESOLUTION

Resolution No. 2025-R-11

Passed September 22 2025  
YEAR

VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO  
RESOLUTION NO. 2025-R-11

RESOLUTION OF AUTHORIZATION  
*Structural Water Tower Lease  
Transceiver Installation for Wireless Internet Access*

A RESOLUTION ACCEPTING QUOTE AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO MAKE A WRITTEN CONTRACT WITH **NORTH COAST WIRELESS COMMUNICATIONS, LLC** FOR THE STRUCTURAL WATER TOWER LEASE, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A TRANSCIVER SYSTEM WITH THE PURPOSE OF PROVIDING ACCESS TO INTERNET FOR SUBSCRIBED CUSTOMERS, AND DECLARING AN EMERGENCY

WHEREAS, generally, ORC 721.01 provides the village with the power to lease municipal property; and

WHEREAS, the Village owns, operates, and maintains a water tower on municipal owned land; and

WHEREAS, access to the water tower is through an Easement.

**EASEMENT**

*The Village has access to the Water Tower via a "Water tower-right-of-way" EASEMENT. Executed the 24<sup>th</sup> day of October 1957.*

**COPY OF EASEMENT ATTACHED HERETO FOR REFERENCE**

WHEREAS the village has received a proposal to install a transceiver on the water tower for the purpose of providing broadband internet service to residents who subscribe to the service.

***North Coast Wireless Communications, LLC  
Service Proposal Dated 4/16/25***

WHEREAS, the village believes that access to broadband wireless internet access for its residents is a legitimate public purpose; and

WHEREAS, the village has also been provided the following proposed Agreement:

***Site/Structural Agreement  
North Coast Wireless Communication, LLC***

WHEREAS, the village notes that the installation of a transceiver on the water tower is not in the public way and not subject to ORC 4939.0314; and

WHEREAS, the village further notes that the lease is not for real estate but rather for the structure of the water tower and, as such, believes that bidding is not required as provided by ORC 721.03; and

WHEREAS, the Village Administrator and Fiscal Officer report that they have complied with the applicable Village Purchase Policy; and

WHEREAS, the Village Administrator is seeking authorization to enter into a written contract.

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NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (ORC 731.18)

SECTION 1. LOWEST AND BEST. That Council finds that the following has submitted the lowest and best proposal and is a company/business/professional qualified to furnish the labor, service and equipment necessary to satisfy the requirements of the agreement:

**NORTH COAST WIRELESS COMMUNICATIONS**  
**Service Proposal**  
**Dated April 16, 2025**

SECTION 2. AUTHORIZATION. That the Village Administrator is hereby authorized and directed to execute an Agreement consistent with the terms of the following proposal/quote/estimate ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

**SITE/STRUCTURAL LEASE AGREEMENT**  
**Dated the 23<sup>rd</sup> day of September 2025.**  
**See also Service Proposal dated April 16, 2025**

SECTION 3. PUBLIC PURPOSE. Village Council finds that the installation of a transceiver on the water tower will serve a legitimate public purpose by providing broadband internet service to residents who subscribe to the service.

SECTION 4. EXECUTION. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code]

SECTION 5. DURATION. The Agreement shall be for a duration of:

***Beginning 10/1/24 for five (5) years and will automatically renew every 5 years for a period of 5 years.***

SECTION 6. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [ORC 705.15 and 731.17(A)(2)]

SECTION 7. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this legislation is hereby declared to be an emergency measure pursuant to ORC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

***Proposed Lease scheduled to being 10/1/25. See Lease Section 3(a).***

***North Coast Wireless further reports that, "...the deadline for funding from the Huron County Commissioners has expired and we need to get the equipment purchased with those funds in place as soon as possible. We have been in discussions with the Village of North Fairfield for several months regarding the facility to offer affordable and reliable internet service to residents of the village with the use of the ARPA funds from Huron County's grant."***

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**SECTION 8. PUBLIC MEETING.** That it is found and determined that all formal action of this public body concerning or relating to the passage of this legislation was adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 22 day of September, 2025.

### ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing legislation received the necessary affirmative roll call votes required for passage by ORC. 731.17.

  
MAYOR

  
FISCAL OFFICER

### LEGISLATION READINGS ORC 731.17(A)

- (1) Each ordinance and resolution shall be read by title only, provided the legislative authority may require any reading to be in full by a majority vote of its members.  
(2) Each ordinance or resolution shall be read on three different days, provided the legislative authority may dispense with this rule by a vote of at least three-fourths of its members.

First Reading: 9/22/25 Second Reading: Dispensed Third Reading: Dispensed

### ROLL CALL VOTE ORC 731.17(A)(3)

The vote on the passage was taken by yeas and nays and entered upon the journal. Each ordinance or resolution shall be passed, except as otherwise provided by law, by a vote of at least a majority of all the members of the legislative authority. Yeas, nays, abstentions, excused or absent votes were recorded as follows:

yes  
Adam Rouse

yes  
Sharleen Coy

yes  
Jeremy Anill

yes  
Cody Hacker

yes  
Trevor Arnold

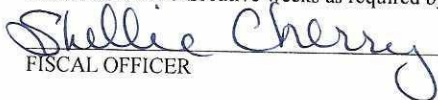
yes  
Joshua Radcliffe

PREPARED BY AND APPROVED AS TO FORM [See also ORC 731.21(B)]:

  
VILLAGE SOLICITOR, Steve Palmer

### CERTIFICATE OF PUBLICATION ORC 731.21 and 731.22

Pursuant to ORC 731.21(A)(3), I hereby certify that a succinct summary of the above legislation was/will be published using the following method: **ON THE WEBSITE AND SOCIAL MEDIA ACCOUNT OF THE MUNICIPAL CORPORATION**  
The succinct summary was reviewed by the village solicitor as required by ORC 731.21(B). Publication was/will be made at least once a week for two consecutive weeks as required by ORC 731.22.

  
FISCAL OFFICER

ATTACHMENT(S) TO FOLLOW

E A S E M E N T  
Right of Ingress and egress

KNOW ALL MEN BY THESE PRESENTS, That, We, Herman O. Whitright and Clare Whitright, husband and wife, the GRANTORS herein, in consideration of the payment of One Dollar, (\$1.00), and other good and valuable consideration by the Village of North Fairfield, Huron County, Ohio, the receipt whereof is hereby acknowledged, do for ourselves and our heirs and assigns, hereby grant unto the said GRANTEE, the Village of North Fairfield, Ohio, its successors and assigns, the temporary right and easement over and across the following described premises, to-wit:

Situated in the Village of North Fairfield, County of Huron and State of Ohio:  
Being a strip of land (known as Whitrights lane) 30 feet in width and 1063 feet in length across the southerly part of lands in original Great Lot 39, owned by Herman O. Whitright (and described in Deed Volume 203, Page 142, Huron County Record of Deeds), the southerly line of which is described as follows: Beginning at a point in the westerly line of North Main Street, Village of North Fairfield, said point being 124 feet northerly from the southeasterly corner of the lands of the above referenced deed, likewise being the northeasterly corner of Inlot 53, Village of North Fairfield; Thence westerly parallel with the northerly line of said Inlot 53 to the northeasterly corner of the public school grounds; Thence continuing on the same course along the northerly line of said public school grounds to the northwesterly corner of same, a total distance of 1063 feet.

For the purpose of ingress and egress along a private drive, owned by the grantors, across the lands herein described, to be used only in connection with and during the time of the construction of the Village Water Tower; It is agreed by the GRANTEE that at the time of completion of said tower, the herein described right-of-way will be left in as good or better condition as at the time of the signing of this easement.

IN WITNESS WHEREOF, We have hereunto set our hands, this 26<sup>th</sup> day of October, A.D., 1957.

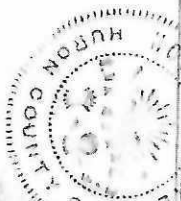
WITNESSES TO SIGNATURE:

Robert L. Whitright  
Clare Whitright  
State of Ohio: ss  
Huron County: ss

Herman O. Whitright  
Herman O. Whitright  
Clare Whitright  
Clare Whitright

Before me, a Notary Public in and for said County and State, personally appeared the above named Herman O. Whitright and Clare Whitright, husband and wife, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Fairfield, Huron County, Ohio, this 31<sup>st</sup> day of October, A.D., 1957.



This instrument prepared by Walter L. Hite, Attorney at Law, My Commission Expires Nov. 30, 1959

Elton W. Hoyt  
Notary Public

81674A

EASEMENT

Ferman O. Whitright  
and  
Clare Whitright

to

→ The Village of North  
Fairfield, Ohio *clerk*

STATE OF OHIO

COUNTY OF HURON SS

Received for Record on the

day of November 1957

at 3:41 o'clock P.M.

and recorded Nov 4, 1957 in

DEED BOOK 235 Page 213

*Fred Anderson*  
County Recorder

Recorders Fee \$ .70

313  
313



# Site/Structural Lease Agreement

THIS LEASE AGREEMENT, is made and entered in this 23rd day of September, 2025, by and BETWEEN:

**The Village of North Fairfield**

Address: 3 East Main Street, North Fairfield, OH 44855

Hereinafter referred to as  
"SITE OWNER"

AND:

**North Coast Wireless Communication, LLC**

Hereinafter referred to as  
"WISP"

1. In consideration of the performance and strict observance by WISP of the terms and conditions hereinafter set forth, SITE OWNER hereby grants to WISP permission to use of the following described premises for the purpose of constructing and maintaining a transceiver system for the purpose of providing access to the internet to customers of WISP. SITE OWNER will approve any work done at the site. This will be presented in the form of a site plan addendum to this lease. WISP requests to install four 6GHz 4x4 sector antennas and a 3-foot dish for backhaul. Details available upon request. WISP will require a dedicated electrical breaker and a location for the equipment cabinet. Electrical costs will be paid for by WISP. WISP will at the permission of the SITE OWNER, remove or reuse any existing or abandoned wireless equipment left by previous tenants.
2. **Location.** Said transceiver systems shall be located at SITE OWNER owned structure:  
Water tower located behind old school property in North Fairfield Ohio (easement exists for Village access and will be granted to WISP)
3. **Terms.**
  - a) This lease begins on 10/1/2025. Lease will be considered a five (5) year lease and will automatically renew every 5 years starting at the end of the first five (5) year period for additional (5) years unless provision 3.b. is followed.
  - b) To end this lease prior to renewal term, SITE OWNER or WISP must give (90) days' notice prior to the end of the renewal term. Lease can also be terminated if WISP falls in default for more than sixty (60) days without prior arrangements or amendment of terms. WISP may terminate this lease at any time giving (90) days prior notice.
  - c) It is understood that WISP has access to a limited amount of radio spectrum and WISP must take measures to ensure interference is limited and controlled. It is understood that SITE OWNER will take measures to ensure unlicensed and light licensed radio spectrum (if any) in use or potentially in use by WISP is protected on this site. WISP will keep SITE OWNER informed of what radio spectrum is in use. 60GHz, 6GHz, 5GHz, 3GHz, 2.4GHz and 900MHz are typical unlicensed or light licensed radio spectrum used by WISP. The entirety of each band is not

always in use. Exclusively licensed radio spectrum is exempt from this process. WISP has EXCLUSIVE lease rights to structure for the purposes of providing Internet services.

**4. Trade.** WISP hereby covenants with SITE OWNER that in exchange for the use of the premises stated above WISP shall provide to SITE OWNER;

1. Three (3) connections to the Internet up to the WISP Velocity Extreme (100Mbps/100Mbps) package providing locations are within our coverage area. Connections will be installed upon availability.
2. At their cost, WISP will install electrical service and cabinet at the site to provide electricity to the radio equipment to be placed on the tower.
3. WISP will strip all abandoned lines and antennas, if any.
4. WISP will be responsible for all cost of maintaining its system.

**5. SITE OWNER Responsibility to WISP.** SITE OWNER will be responsible for maintenance of the water tower, with no less than a one (1) week notification to WISP of any upcoming work on the tower that will/could impact the equipment on the tower (emergency repairs would require notification as soon as feasible).

**6. Hold Harmless.** WISP agrees to protect and save SITE OWNER harmless from any and all claims of its officers, agents, employees or other injuries to persons or property arising out of the occupancy by WISP of SITE OWNER's property. SITE OWNER shall not, in any event, be responsible to WISP for loss of property from or for damage to property occurring upon the premises unless the same is solely the result of SITE OWNER's or their contractor's negligence.

**7. WISP's Right of Access.** WISP shall have access to the structure at all times, providing WISP's actions do not interfere with normal operations of the tower. WISP agrees to notify SITE OWNER of afterhours work and or afterhours repairs at least one (1) hour in advance of said work unless agreed otherwise. WISP agrees to hold and wait for SITE OWNER to complete any work in progress at said tower.

**8. Safety Equipment.** WISP agrees that its officers, agents, and employees must wear safety belts and ropes at all times when on the tower and shall also comply with all federal, state and local safety equipment requirements. Further, WISP shall hold SITE OWNER harmless and indemnify SITE OWNER pursuant to the indemnification provision set forth above for WISP's failure to comply with any safety requirements set forth in this paragraph or required by law.

**9. Termination of Agreement.** This agreement shall commence on the date stated above and shall continue until terminated by:

1. by WISP providing ninety (90) day written notice; or
2. by SITE OWNER if WISP is in default of this agreement without remedy within sixty (60) days of notification of event or 3(b) is followed.

**10. Expiration of Lease.** At the expiration of this lease, WISP shall promptly remove, at its own expense, the equipment on the structure.

**11. Assignment of Transfer.** WISP may not assign this agreement.

**12. Compliance with Federal, State, and Local law.** WISP is licensed by the Federal Communications Commission (FCC) to operate. WISP agrees that it will comply with all federal, state, and local laws including any and all administrative rules and regulations.

**13. No Waivers.** WISP shall not be excused from complying with any of the terms and conditions of this agreement and any federal, state or local laws by failure of SITE OWNER upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

**14. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**15. Additional Documents.** The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this agreement.

**16. Binding Effect.** This agreement shall be binding upon the parties hereto and their heirs, executors and assigns to the same full extent as the parties hereto are bound.

**17. Entire Agreement.** This document contains the entire agreement between the parties hereto with respect to the matters covered hereby and supersedes any other prior, simultaneous or supersedes any other prior, simultaneous or subsequent agreements not reduced to writing.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first above written.

**WISP**  
**North Coast Wireless Communications, LLC**  
**Matt Fridenstine**

By: \_\_\_\_\_

**SITE OWNER**  
**Village of North Fairfield, Ohio**

By:   
SITE OWNER

Print: Thomas R Leto

Title: Administrator