

BOARD OF PUBLIC AFFAIRS

ORDINANCE NO. 11-2026

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO SETTLE A PENDING SANITARY SEWER DISPUTE WITH IMPERIAL COMMUNITIES, INC. AND DECLARING AN EMERGENCY.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, OHIO:

Section I: That, on or about April 16, 2014, the Board of Public Affairs of the Village of Lordstown, passed Resolution No. 2014-7 authorizing the Board to enter into a sanitary wastewater agreement with Imperial Communities, Inc.

Section II: That, on or about April 21, 2014, the Village of Lordstown passed Ordinance No. 43-2014 that approved and ratified the aforementioned agreement.

Section III: That, a dispute has arisen between Imperial Communities, Inc. and the Board of Public Affairs of the Village of Lordstown.

Section IV: That the Board of Public Affairs hereby recommends that the Village Council approve settlement of this dispute in accordance with the terms contained in a Settlement Agreement and Release attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance.

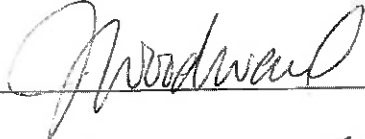
Section V: That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes Mayor and Clerk to execute the Settlement Agreement and Release.

Section VI: That the sum of Twenty-Three Thousand Twenty-Three and 59/100 Dollars (\$23,023.59) shall be paid to Imperial Communities, Inc. from Misc. Contractual Account No. 602.353.52239.

Section VII: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that this legislation must be enacted in a timely manner to avoid litigation and ensure expeditious resolution of this dispute.

Section VIII: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 16 day of March, 2026.


_____, Mayor


_____, Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between: (1) Imperial Communities, Inc., an Ohio corporation ("Imperial"); and (2) the Board of Public Affairs of the Village of Lordstown, Trumbull County, Ohio ("BPA") as well as the Village of Lordstown, Ohio ("Village"), effective as of the execution date below.

WITNESSETH:

WHEREAS, on April 16, 2014, the BPA passed Resolution No. 2014-7 authorizing the BPA to enter into an Agreement with Imperial to establish a satellite sanitary wastewater treatment system ("Sewer Agreement");

WHEREAS, on April 21, 2014, the Village passed Ordinance No. 43-2014 that approved and ratified the Sewer Agreement between the BPA and Imperial.


WHEREAS, a dispute has arisen between Imperial and the BPA in which Imperial claims the BPA has overbilled Imperial under the terms of the Sewer Agreement;

WHEREAS, the Parties hereto, intending to bind themselves, their affiliates, board members, council members, officers, successors, employees, and assigns, desire to settle and resolve their differences; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. The BPA shall pay \$23,023.59 to Imperial within thirty (30) days of this Agreement being approved by Village Council.
2. The Parties also have an agreement to supply and sell water to Imperial, dated November 3, 1986 ("Water Agreement"). The BPA has raised issues surrounding the Water Agreement and Sewer Agreements. The Parties agree to meet and confer in good faith about the outstanding issues in these Agreements.
3. Execution of this Settlement Agreement and Release and the payment of said sums are not, and shall not be construed as, an admission by the BPA or Village with respect to any claim made by Imperial. The Parties understand that the BPA and Village deny any wrongdoing or liability with respect to any claim or cause of action or threatened claim or cause of action, and that the foregoing sum is paid in settlement of disputed claims for the purpose of resolving any and all disputes among the Parties and does not constitute any admission of wrongdoing or liability by the BPA or Village.
4. Imperial shall, and by execution of this Settlement Agreement and Release does, fully release and forever discharge the BPA and the Village as well as their board members, trustees, council members, elected officials, officers, employees, agents, representatives, attorneys, insurers, from any and all claims, demands, actions and causes of action of any nature, whether statutory or at common law and whether known or unknown, that Imperial may have against the BPA and/or the Village as of the execution date of this Agreement. The BPA shall be

THE VILLAGE OF LORDSTOWN, OHIO

By: 
Mayor

Date: 3-17-26

By: 
Clerk

APPROVED AS TO FORM:


VILLAGE OF LORDSTOWN SOLICITOR

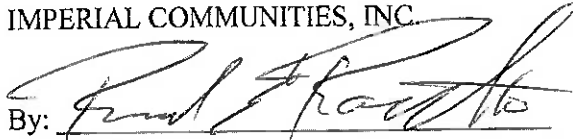
responsible for making these payments herein, but the parties acknowledge and agree that the Village is intended as a third-party beneficiary under this Settlement Agreement and Release.

5. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall nevertheless remain in force and effect.

6. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

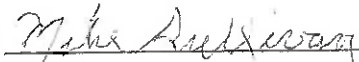
The Parties have hereunto affixed their signatures effective as of the day and year first written below.

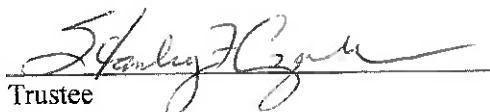
IMPERIAL COMMUNITIES, INC.

By:  Date: 3-20-26
Its: Pres.

BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, OHIO

By:  Date: 3-20-26
Trustee

By: 
Trustee

By: 
Trustee