

BOARD OF PUBLIC AFFAIRS

ORDINANCE NO. 40-2025

**AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO A FIRST ADDENDUM TO THE WATER SUPPLY AGREEMENT WITH THE CITY OF WARREN IN CONNECTION WITH THE TRUMBULL ENERGY CENTER PROJECT AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

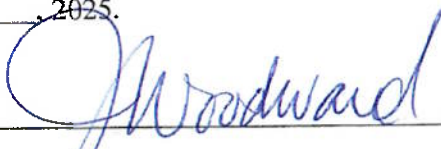
**Section I:** That the Board of Public Affairs recommends that the Village of Lordstown enter into a Water Supply Agreement with the *City of Warren* (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance).


**Section II:** That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes the Mayor and Clerk to execute on behalf of the Village of Lordstown the First Addendum to the Water Supply Agreement with the City of Warren.

**Section III:** 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 Ordinance must be enacted in a timely manner due to construction schedules.

**Section IV:** 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 4th day of August, 2025.

  
\_\_\_\_\_, Mayor

  
\_\_\_\_\_, Clerk

BOARD OF PUBLIC AFFAIRS

RESOLUTION NO. 2025-10

**A RESOLUTION RECOMMENDING THAT VILLAGE COUNCIL AUTHORIZE THE VILLAGE OF LORDSTOWN TO ENTER INTO A FIRST ADDENDUM TO THE WATER SUPPLY AGREEMENT WITH THE CITY OF WARREN FOR THE TRUMBULL ENERGY CENTER PROJECT.**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**


**Section I:** That the Board of Public Affairs recommends that Village Council authorize the Village of Lordstown to enter into a First Addendum to the Water Supply Agreement with the *City of Warren* (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Resolution).

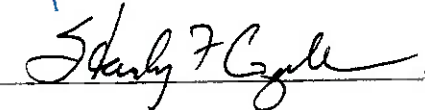
**Section II:** That the Board of Public Affairs furthermore recommends that Village Council approve the First Addendum to the Water Supply Agreement (**Exhibit "A"**) between the City of Warren and the Village of Lordstown.

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

Passed by the Board of Public Affairs this 4th day of August, 2025.

 \_\_\_\_\_, Trustee

 \_\_\_\_\_, Trustee

 \_\_\_\_\_, Trustee

  
Clerk of the Board of Public Affairs

## FIRST ADDENDUM

This First Addendum dated August 4, 2025 shall amend in part where applicable the Water Supply Agreement, dated July 5, 2022 (the "Water Supply Agreement"), passed via Village Ordinance No. 29-2022, between the Village of Lordstown, Ohio ("Village") and the City of Warren, Ohio (hereinafter referred to as "the City") to supply water to Clean Energy Future-Trumbull, LLC ("CEF-T").

### WITNESSETH:

WHEREAS, the Council of the Village of Lordstown and the Lordstown Board of Public Affairs authorized the Mayor and Clerk to execute a Water Supply Agreement with the City, dated July 5, 2022, to provide CEF-T with potable water conveyed via the Warren-TEC Pipeline originating from Warren; and

WHEREAS, the BPA believes that the Water Supply Agreement should be amended to address various issues that have arisen during the past several years concerning the construction of the Warren-TEC Waterline for the CEF-T project; and

WHEREAS, the BPA has therefore recommended that the Water Supply Agreement be amended by this First Addendum; and

WHEREAS, the Council of the Village of Lordstown concurs with the recommendation of the BPA.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the Water Supply Agreement shall be and the same is hereby amended as follows, to-wit:

The Warren-TEC Waterline shall be constructed with an interior diameter not greater than 26.967 inches. The portion of the Warren-TEC Waterline crossing the Village of Lordstown roads are as follows: (1) Salt Springs Road and Brunstetter Road using the "open cut" method; and (2) Highland Avenue using the bore and jack (trenchless) method. The City and its contractor shall make best efforts to keep one lane of traffic open on Brunstetter Road and shall be responsible for the maintenance and protection of the traffic. The contractor may shut down both lanes if, within its discretion, it is

Exhibit "A"

determined that public safety will be compromised with the closure on only one lane. CT Consultants shall be permitted to inspect and give final approval to these cross connects and the restoration of the roads as well as any location where the Warren-TEC Waterline intersects a utility easement. CEF-T shall pay for CT Consultants' services under this Paragraph.

The City shall cause the Village of Lordstown to be named as an additional insured on any and all liability insurance policies related to any construction undertaken pursuant to the Water Supply Agreement. The City shall require, at a minimum, the following types of insurance as follows: Comprehensive Commercial General Liability Insurance with single limits of not less than Two Million Dollars (\$2,000,000.00), for each occurrence, and a general aggregate limit of not less than Five Million Dollars (\$5,000,000.00), naming the Village of Lordstown as an additional insured, insuring and indemnifying against all claims and liabilities for injury or damage to persons or property or the loss of life. The City shall furnish satisfactory evidence that such insurance is in effect and will not be cancelled during the term of the Water Supply Agreement.

The City shall secure a two (2)-year maintenance bond for any construction work performed under the Water Supply Agreement and shall include the Village of Lordstown as an additional covered party under said bond.

Any warranties, guarantees, and/or representations, which are made to the City related to the construction, maintenance, and operation of the Warren-TEC Waterline, shall equally protect and be deemed assigned for the benefit of Village of Lordstown.

**All other provisions contained in the Water Supply Agreement dated July 5, 2022, which are not otherwise affected by the foregoing shall remain enforceable in accordance with their terms.**

IN WITNESS WHEREOF, the parties have hereunto executed this First Addendum on the day and year first above written.

THE VILLAGE OF LORDSTOWN, OHIO

By: Woodward  
Mayer

Date: August 4, 2025

By: William Blank  
Clerk

CITY OF WARREN, OHIO

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
VILLAGE OF LORDSTOWN SOLICITOR

\_\_\_\_\_  
WARREN CITY LAW DIRECTOR