

August 14,

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**RECORD OF PROCEEDINGS**  
**MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS**  
**1455 Salt Springs Road, Lordstown, Ohio**  
**August 14, 2024**  
**4:00 p.m. to 5:00 p.m.**

**IN ATTENDANCE:** Mr. Christopher Peterson, President  
Mr. Stanley Czeck, Board Member  
Mr. Darren Biggs, Supt. of Utilities  
Ms. Cinthia Slusarczyk, Clerk  
Mr. Christopher Kogelnik, Engineer  
Atty. Matthew Ries, Solicitor  
**ALSO PRESENT:** Mr. Tom Cowie, Imperial Communities  
Mr. Ron Radtka, Imperial Communities

RECORD OF PROCEEDINGS taken before me, DEBORAH LAVELLE, RPR, a court reporter and Notary Public within and for the State of Ohio on this 14th of August, 2024.

MR. PETERSON: I'd elect to call this special meeting of the Board of Public Affairs to order. Please stand for the Lord's Prayer and Pledge of Allegiance.

**LORD'S PRAYER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL:**

MR. PETERSON: Welcome everyone. Roll call please.  
MS. SLUSARCZYK: Chris Peterson.  
MR. PETERSON: Present.  
MS. SLUSARCZYK: Michael Sullivan.  
(No response.)  
MS. SLUSARCZYK: Stanley Czeck.  
MR. CZECK: Here.  
MS. SLUSARCZYK: Darren Biggs.  
MR. BIGGS: Here.  
MS. SLUSARCZYK: Cinthia Slusarczyk, present. Chris Kogelnik.  
MR. KOGELNIK: Present.  
MS. SLUSARCZYK: Matt Ries.  
ATTY. RIES: Here.  
MR. PETERSON: I'd like to make a motion to excuse Mike. He had a medical procedure he's going to in the morning.  
MR. CZECK: Second.  
MR. PETERSON: All in favor?  
(All respond aye.)  
MR. PETERSON: Opposed.  
(No response.)  
MR. PETERSON: Motion passed.

**CORRESPONDENCES:**

MR. PETERSON: Any correspondence?  
MS. SLUSARCZYK: No.

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**NEW BUSINESS:**

**1. Imperial Agreements**

MR. PETERSON: New Business. The two items we have, the first item is the Imperial Agreement. I know this is something that's been on our agenda since I've been here and I'm sure way before that. Matt, you were looking for some guidance on what we're looking for, correct?

ATTY. RIES: That's correct. In terms of what the settlement amount is to prepare a proper settlement agreement and whether or not we're including considering, I guess, revisions to the 2014 sewer agreement and the 1986 water agreement.

MR. PETERSON: Okay. Do you have any comments or --

MR. CZECK: Well, we had talked about this before but they presented us with some numbers, you know, on the layout you guys had. And I thought if we would like, just come to a split on the bill, I think that would be a fair -- because I'm not sure exactly what happened in the past, I'm sure there was some issues. I think we're in pretty good shape down there now with our metering and stuff. So I'd like to get this thing closed out and move on.

MR. PETERSON: Okay. So do you need the dollar amount?

ATTY. RIES: Yes, sir, I need the dollar amount.

MR. COWIE: I can give you what we have and you guys can split it and --

MR. PETERSON: Yeah, I believe that was the amount we were going off of is the proposed amount.

MR. COWIE: The sheet that we had.

MR. PETERSON: I didn't grab it. I'm sorry.

(A discussion is had off the record.)

ATTY. RIES: \$23,023.09.

MR. COWIE: 59 cents.

ATTY. RIES: \$23,023.59 is the agreed settlement amount?

MR. PETERSON: Correct.

MR. RIES: I got it. So that's all I need to get a settlement agreement put together for this. The next question is the sewer agreement and the water agreement, do we require any modifications to those agreements?

MR. CZECK: Well, we know there's some kind of issue there with some kind of ground water. But the -- without reviewing exactly word by word, is there anything that you want to change at this time? I think that --

MR. PETERSON: I'd like to sit down and review the agreement and see what we can do to make them better, you know what I mean, for both parties.

MR. CZECK: Yeah, I agree.

MR. PETERSON: I think it has to be something in consultation with the park though, you know what I mean.

MR. COWIE: I'm not following you, Stanley. I mean as far as are you talking about I&I?

MR. CZECK: Yeah. Because the infiltration that comes in because every time there's a rainy day you get more. I'm sure there's some leaks down there in your system. In my opinion, there definitely is. But that's not our problem you're having leaks. But our problem is the extra waste that comes into our system that we pay for.

MR. COWIE: Well that's why that flow meter's there, to

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capture that I&I so we pay for it. That's above any wastewater that goes through there. So I mean it is an issue, yes, for us, I&I. But it's not something that you pay extra for, we pay for that. Is that correct, Chris? I mean --

MR. KOGELNIK: It is. And that's accurate.

MR. COWIE: Yeah.

MR. KOGELNIK: But consider this. The more I&I that the Village has to convey to Warren, in the end no matter -- you know, if that's 100,000 gallons over a month or a million gallons over a month, eventually that catches up because the City of Warren has to treat all of it, okay. And so eventually all of the Village would get a higher bill. So the local mechanism is there by way of the meter to assess Imperial accordingly. But is that good enough. For now that's all that you got. But over time just anticipate that if enough I&I keeps getting added, keeps getting added, and the Village keeps processing it, processing it, conveying it to Warren, the more likely Warren is gonna have to raise their rates.

MR. COWIE: Sure.

MR. KOGELNIK: And that's just common sense.

MR. RADTKA: Well with that being said, Chris, that falls on the whole collection system of the Village's.

MR. KOGELNIK: It would have to fall on -- well --

MR. RADTKA: Because we know we have leaks in the east side.

MR. KOGELNIK: The County would probably be assessed the same because the County has a sanitary sewer that goes into the Village. Eventually Warren has to treat it all.

MR. RADTKA: Sure.

MR. KOGELNIK: So I'm just saying the more I&I -- if I owned that treatment plant, you know, and I have to pay for the treatment of that water, I'm gonna assess the people that are sending me the water. And that's -- in this particular case there's two customers there for Warren, and that's the Village and the County. Correct?

MR. PETERSON: Right.

MR. CZECK: Yeah.

MR. PETERSON: So Cindy, correct me if I'm wrong, currently how it's set up is they have the master meters coming in, correct? How many do they have, three?

MS. SLUSARCZYK: For water. There's three master water meters.

MR. PETERSON: Okay. And then the amount going out the meter and the sewer they pay the difference.

MS. SLUSARCZYK: That's the --

MR. PETERSON: So all the homes in there pay their sewer bill obviously because they are paying for their waste and they pay the difference.

MS. SLUSARCZYK: They pay the difference when it exceeds the total of the three water meters. They are not paying the difference when it exceeds the sewer meter. So if the residents are billed for -- if three thousand -- three units enter into the park through the water meters and the residents are billed for two, but the sewer meter says two-and-a-half, they are not paying sewer on that bill. If the meter reads three-and-a-half, then they are paying for point-five. But from two-and-a-half to three they are not paying for. That's what I've been trying to explain. If we bill the residents for

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the two and we're -- two-and-a-half is going out, nobody is paying for that. It's only when it exceeds the total of the water that went into the park that month. So simply put, if it hits three or four -- and on their last billing period, I'm not sure about the one that just went out, but three months ago it exceeded the water, the total water into the park, significantly.

MR. PETERSON: Yeah. You guys had one, but I'm --

MR. COWIE: We had almost a \$5,000 bill for that last rain event.

MS. SLUSARCZYK: And the calculations they presented to you and gave you a figure based on did not take that into consideration. They were taking a minimum bill. Their minimum bill is only -- I can only bill a figure according to contract that's greater than water. So that's why I'm saying that's not a fair representation of the calculations.

MR. PETERSON: So correct me if I'm wrong, I'm just trying to walk myself through this. So all the water comes in the park.

MR. COWIE: Right.

MR. PETERSON: Okay. Obviously if there's water coming in there's sewer going out, unless somebody washes a car or something, I get that.

MR. COWIE: Right.

MR. PETERSON: So if you have a rain event and it doesn't exceed the water, you know what I mean -- if 20 people wash a car, we're not accounting for that water because it didn't go into sewer, correct?

MR. KOGELNIK: That's correct.

MS. SLUSARCZYK: The sewer meter.

MR. PETERSON: Am I explaining that right?

MS. SLUSARCZYK: It doesn't hit the high sewer meter.

MR. PETERSON: So anything that hits the sewer meter -- so it exceeds the water meters, you guys do not pay for that; is that my correct understanding of the contract?

MR. RADTKA: To break it down simpler it's total in, total out.

MR. PETERSON: Total out.

MR. RADTKA: You know how many people wash their cars a month, water lawn, water flowers. I don't know, you know.

MR. KOGELNIK: So Chris, typically on a municipal system, 80 percent of what is consumed ends up going back into the sewer.

MR. PETERSON: Uh-huh, that makes sense.

MR. KOGELNIK: Twenty percent is typically consumed.

MR. PETERSON: Uh-huh.

MR. KOGELNIK: So it's the way it works right now. If the sewer master meter reads something higher than what the bulk water coming in is, then there's a payment that needs to be paid by Imperial for the overage. It's as simple as that.

MR. PETERSON: Okay.

MR. KOGELNIK: So I mean, does that account for an allowable I&I? Well, I just said 20 percent.

MR. PETERSON: It's accounting for 20 percent.

MR. KOGELNIK: Twenty percent doesn't go in there.

MR. PETERSON: Obviously you guys know you have a little bit of I&I because we had that high bill.

MR. COWIE: Sure.

MR. PETERSON: Which hadn't happened in a couple years.

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MR. RADTKA: Since we've been hooked up.

MR. COWIE: That's the first major event.

MR. PETERSON: And it's been an extremely wet year.

MR. RADTKA: It's been extremely wet, light winter, early spring.

MR. COWIE: So what do you propose? I mean, I'd like to get this closed.

MR. PETERSON: I'd like to get them paid, and I'd like to sit down and go over the contracts. Are you guys open to sitting down and reviewing the contracts? We may not change anything. We may look at the contracts and everything might be fine between us or we might have some changes and you might have some changes. I don't know if you guys have any changes you're interested in or you guys tell us.

MR. COWIE: Well, I would agree with Stanley that let's finish this agreement and then we can look and see what -- you know, you take a look at the contracts and let us know what you think and then we can sit down and discuss that.

ATTY. RIES: I mean, it's sort of an agreement to agree. We can include something in the settlement agreement that the parties will sit down and work together in good faith to negotiate the agreements, but there's not going to be anything enforceable with it. If we're to sit down with the settlement agreement and agree to specific modifications will take more time, we would have a final binding universal agreement. If we get the payment made for sake of time and say we'll work together in good faith going forward, it's just basically a handshake deal, a friendly gesture, there's nothing legally enforceable about it. But it's up to the BPA and what you want to do. As long as you understand if there's a disagreement at the end of the day about a change neither party is actually required to make that change.

MR. PETERSON: Are you okay with that? I'm okay with it.

ATTY. RIES: Okay.

MR. PETERSON: Are you guys okay with it?

MR. COWIE: Yeah.

MR. RADTKA: I would like to just get this cleaned up because this has been going on since '14 now. A long time.

MR. PETERSON: Yeah. '14 would be 10 years, yeah.

ATTY. RIES: What are the terms and time frame for payment?

MR. PETERSON: Cindy, what are the terms and time? What can we afford payment-wise or what are you guys open to? I mean, are you looking for a lump sum payment like one payment or --

MR. RADTKA: All depends on what you guys worked out. I mean, you guys are the bank.

MR. PETERSON: We're not the bank. I mean, do we need to spread this into two budget periods I guess is what I'm asking.

MS. SLUSARCZYK: You mean this year and next year?

MR. PETERSON: Yeah.

MS. SLUSARCZYK: No. I think that would just cause more confusion in trying to appropriate your funds next year and operation and maintenance, things like that, I would say no. If you're gonna do it --

MR. CZECK: Well, we have two quarters left. It's this quarter we're in, so let's split the bill. We'll give you a payment each quarter and we'll be closed out by the end of the year.

MR. RADTKA: That's fine.

MR. COWIE: Yeah, that's agreeable.

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ATTY. RIES: So what are the dates?

MR. CZECK: So we got until what, the end of September; so let's shoot for one at the end of September less check processing, whenever you run your checks, and then one in December. Would that be --

MR. RADTKA: That's fine with us.

MR. COWIE: Yes.

MR. CZECK: Before you close your books for the year.

MS. SLUSARCZYK: Bill's not gonna like you doing it -- I would put December 1.

MR. CZECK: So sometime prior to them closing out, sometime in December, then we'll split this up.

MR. PETERSON: Yeah, whatever you need to do to keep your books straight is fine with us.

ATTY. RIES: So am I using end of December or December 1?

MR. PETERSON: December 1 if she says December 1 is easier. Is that easier?

MS. SLUSARCZYK: Yeah.

MR. RADTKA: Bill don't like things at the end of the year.

MR. PETERSON: And I understand that.

ATTY. RIES: Okay.

MR. COWIE: Would four -- I mean, I don't know how you guys pay your bills but, you know, on a monthly basis would that be easier for you folks or --

MS. SLUSARCZYK: No. Easier is one payment and done.

MR. COWIE: Okay. Well then, you guys can decide.

MR. CZECK: Let's just do two like we said.

ATTY. RIES: September 30 and December 1. I'll get a settlement agreement drafted then.

MR. PETERSON: Okay. Are you guys good?

MR. RADTKA: Uh-huh.

MR. PETERSON: Stanley, are you good?

MR. CZECK: Uh-huh. Do we need a motion for that?

MR. PETERSON: You'll do it as a resolution?

ATTY. RIES: It will be officially approved as soon as I get the terms finalized as a formal agreement. It won't be binding until you guys vote on it. There's nothing to vote on right now.

MS. SLUSARCZYK: If Council passed an ordinance for this, does it have to go through Council as well?

ATTY. RIES: Did they pass an ordinance? I have a resolution. But the BPA is the party on the contracts. Village Council Lordstown itself is not a party to these agreements.

MS. SLUSARCZYK: All right. I just -- I know one of the contracts, and I think it is this one, there was an ordinance. And I couldn't understand the purpose of an ordinance when it was passed. But I would think it would have to be consistent with what was done before.

ATTY. RIES: The sewer agreement I had was passed by resolution. I'll look into whether or not it's passed by ordinance. But just looking at the agreements themselves, I don't know why Village Council would have to vote to approve it because these are BPA funds, plus Village Council is not a party to these contracts. I mean, that's basically what it is, it's to resolve a contractual dispute about payment and the Village is not -- the Village of Lordstown is not a party to any of these agreements, it's just the BPA and Imperial. If there was an ordinance though approving -- which I don't have that but

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I can look it up, I just have the resolution. But if there was an ordinance, then we should do it just to be safe even though the ordinance probably shouldn't have been done in the first place. But it's one of those things where do you have to do it, no. Is it gonna hurt, no, you know.

MR. PETERSON: Okay. Any more questions.

MR. CZECK: No, I don't have any.

MR. PETERSON: We're good. I guess we'll contact you once he has it drawn up and go from there.

## 2. Employment Interview

MR. PETERSON: Second item is Employment Interview. I'm sure he's not here yet so --

MR. BIGGS: I just checked my phone. I can go check before he gets here. Was you going to go executive to interview? Are you gonna have any questions for me?

MR. PETERSON: Is that what you want to do?

MR. CZECK: Yeah, we might as well, as soon as he gets here so we can have the time out.

MR. PETERSON: Yeah.

MR. BIGGS: Just because he didn't text me doesn't mean --

MR. PETERSON: I know you told him we don't know how long this would take.

MS. SLUSARCZYK: So you had me put agreements on the thing, just the one you meant, discussing water, just for clarification.

MR. PETERSON: Not at this time, correct.

MR. CZECK: No.

MS. SLUSARCZYK: Okay.

(A discussion is had off the record.)

MR. PETERSON: Second item on the agenda is Employment Interview. Do you want to make a motion?

**MR. CZECK: I make a motion we do the interview at this time.**

**MR. PETERSON: In executive session.**

**MR. CZECK: Yeah, in executive session.**

ATTY. RIES: So we have executive session to discuss the hiring of a potential employee.

**MR. PETERSON: Potential employee. That's what you said, right?**

**MR. CZECK: Yes, absolutely. Ditto.**

**MR. PETERSON: I'll second that. All in favor?**

**(All respond aye.)**

**MR. PETERSON: Opposed.**

**(No response.)**

**MR. PETERSON: Motion passed.**

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan is absent.

ATTY. RIES: Who is being invited? We should have --

MR. PETERSON: Do you want me to just redo it?

ATTY. RIES: Just say inviting.

MR. PETERSON: Sorry. I'd like to call for an executive

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session for --

ATTY. RIES: Hiring of an employee.

MR. PETERSON: Hiring of a employee within the department, inviting water superintendent, the employee and the Board, correct?

ATTY. RIES: Do you want me there? I don't need to be there.

MR. PETERSON: No. Second it.

MR. CZECK: I'll second that.

MR. PETERSON: Okay. Now you can do your roll call again. Sorry about that.

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan is absent.

(At this time, the Board, Superintendent, and prospective employee enter into executive session.)

**MR. PETERSON: I make a motion we come out of executive session. I make a motion we come out of executive session.**

**MR. CZECK: Second.**

**MR. PETERSON: Do you need to roll call on that? Okay. All in favor?**

**(All respond aye.)**

**MR. PETERSON: Opposed?**

**(No response.)**

**MR. PETERSON: Motion passed. I make a motion we hire David Barringer for the foreman's position in our department.**

**MR. CZECK: Second.**

**MR. PETERSON: All in favor?**

**(All respond aye.)**

**MR. PETERSON: Opposed?**

**(No response.)**

**MR. PETERSON: Motion passed.**

**PUBLIC COMMENTS:**

MR. PETERSON: No other items of New Business. Public Comments.

MR. BIGGS: Do you want me to put them in public comments? That's fine.

MR. PETERSON: You can if you want.

MR. BIGGS: I just have two things that -- this is a class. Most of the guys go to this is why I still have two, now three, that hasn't been there. Gorman Rupp is who does our lift stations. They offer a class at the end of the year, one on pumps, one on electric part of it. It fills up. I didn't want to wait until our next meeting. It will be both of them. Per person -- it's \$120 per person per class.

MR. CZECK: You're doing two.

MR. BIGGS: Exactly.

MR. PETERSON: I think he just needs us to -- we can't act on it.

MR. BIGGS: Actually I would like to do all three, all two classes but three people. Sorry, I misunderstood you. That class



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fills up. We can make this official in the next one, but I wanted to -  
-

MR. PETERSON: Yeah, yeah.

MR. BIGGS: I kind of wanted --

MR. PETERSON: You just wanted to know we were okay with it  
so you can --

MR. CZECK: I don't have any problem with it.

MR. BIGGS: It does fill up.

MR. PETERSON: I'm good.

MR. CZECK: It's not until what?

MR. PETERSON: It's not until December. He's just worried  
about it filling up before next week.

MR. BIGGS: The other one I have, we had a problem with the  
Ultium sewer meter, it broke. The gentleman came out to look at it.  
He gave me a price on fixing it, getting a new one and a communication.  
He says the ones that is there they no longer use so it's hard to get  
parts and the expense is there. So I wanted to let you guys know on  
that because that is a billing meter; so I don't want to wait, I'd like  
to get this moving too.

MR. CZECK: It gets a lot of action so --

MR. BIGGS: If we could get that. And again, I can make  
this official, but yeah, it -- but it is a billing one and I need you  
guys' permission.

MR. PETERSON: You can put that on our agenda for next  
week.

MR. BIGGS: What I would actually like to do is to replace  
it, though we are looking at several hundred dollars. And the other  
one's out, they don't even make that anymore; but I wanted to show you  
guys the estimates that I got. I would like to have the estimate for  
the brand new one put in over there for our billing.

MR. PETERSON: Okay.

MR. BIGGS: Okay.

MR. CZECK: Did you need -- do you want to go ahead and do  
that?

MR. BIGGS: I do.

MR. PETERSON: It's a special meeting.

MR. CZECK: Oh, that's right.

MR. PETERSON: Yeah, yeah, we can't --

MR. BIGGS: But I wanted to run it by you guys so you can  
get it --

MR. PETERSON: He can get the ball rolling.

MR. BIGGS: Okay.

MR. CZECK: We're good.

MR. BIGGS: That's all I had. Thank you.

MR. PETERSON: All right. Any other Public Comments?  
Seeing none --

**MEMBER COMMENTS:**

MR. PETERSON: Member Comments.

MR. CZECK: None.

MR. PETERSON: Okay.

**ADJOURNMENT:**

MR. PETERSON: Motion to adjourn. I make a motion.

MR. CZECK: Second.

MR. PETERSON: All in favor?

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(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

(Meeting ends at 4:58 p.m.)

C E R T I F I C A T E

STATE OF OHIO )  
TRUMBULL COUNTY ) SS.

I, Deborah I. Lavelle, a Notary Public in and for the State of Ohio, duly commissioned and qualified, do hereby certify that the foregoing meeting before the Board of Public Affairs was written by me in the presence of the Members and transcribed by me using computer-aided transcription according to the stenotype notes taken at the time the said meeting took place.

I do further certify that I am not a relative, counsel or attorney of any Member, or otherwise interested in the event of this action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Niles, Ohio on this 3rd day of September, 2024.

\_\_\_\_\_  
DEBORAH I. LAVELLE, Notary Public  
My Commission expires 4/15/2027

Submitted:

Approved By:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President