RECORD OF PROCEEDINGS
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS
1455 Salt Springs Road, Lordstown, Ohio
August 18, 2026
4:00 p.m. to 5:05 p.m.

IN ATTENDANCE: Mr. Christopher Peterson, President
Mr. Michael Sullivan, Vice-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. Mark McGrail, Utilities Committee
Mr. Tom Cowie, 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 18th of August, 2026.

MR. PETERSON: I'd like to call this regular Board of Public Affairs meeting to order of August 18. Please stand for the Lord's Prayer and Pledge of Allegiance.

LORD'S PRAYER
PLEDGE OF ALLEGIANCE TO THE FLAG
ROLL CALL:

MR. PETERSON: Roll call please.
MS. SLUSARCZYK: Chris Peterson.
MR. PETERSON: Present.
MS. SLUSARCZYK: Michael Sullivan.
MR. SULLIVAN: Here.
MS. SLUSARCZYK: Stanley Czeck.
MR. CZECK: Here.
MS. SLUSARCZYK: Darren Biggs.
MR. BIGGS: Here.
MS. SLUSARCZYK: Cinthia Slusarczyk, present. Chris Kogelnik.
(No response.)
MS. SLUSARCZYK: And Matt Ries.
ATTY. RIES: Here.
MR. PETERSON: I'll make a motion we excuse Chris Kogelnik.
MR. SULLIVAN: Second.
MR. PETERSON: All in favor?
(All respond aye.)
MR. PETERSON: Opposed.
(No response.)
MR. PETERSON: Motion passed.

APPROVAL AND CORRECTION OF MINUTES:
June 16, 2026
July 7 2026

MR. PETERSON: Approval and correction of the minutes.

Did everybody get a chance to review the minutes for June 16?

MR. CZECK: I make a motion to approve.

MR. SULLIVAN: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. I make a motion we accept the minutes for July 7.

MR. CZECK: Second.

MR. PETERSON: All in favor.

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

CORRESPONDENCE:

MR. PETERSON: Cindy, do we have any correspondence?

MS. SLUSARCZYK: No.

PUBLIC COMMENTS:

MR. PETERSON: Any public comments? Any public comments? Okay.

NEW BUSINESS:

1. Master Service Agreement for Professional Services by Verdantas for Water Rate Study Update for the BPA

2. Master Service Agreement for Professional Services by Verdantas for Sewer Rate Study Update for the BPA

3. Master Service Agreement for Professional Services by Verdantas for Sewer and Water Rules and Regulations Update for the BPA

4. Master Service Agreement for Professional Services by Verdantas for Tank Maintenance Agreement Review

MR. PETERSON: Seeing none, on to New Business. The first item is Master Service Agreement for professional services by Verdantas for a water rate study update for the BPA.

MR. CZECK: Well, since we just got these, I think we should at least hold it until -- I haven't even -- this is the first I ever saw this, so --

MR. PETERSON: Okay.

MR. CZECK: Actually, at least the first four. Then the tank resolution I still need to talk about that some.

MR. PETERSON: Okay. Are you okay with --

MR. SULLIVAN: Yeah.

MR. PETERSON: We'll just make a motion to table or just table?

ATTY. RIES: It's on the agenda, so you can make a motion to table it.

MR. PETERSON: Okay. I'll make a motion we table items 1 through 4. Is that okay with you guys?

MR. CZECK: Yeah. I'll second that.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

5. A Resolution Recommending that Village Council Authorize the Village of Lordstown to Execute an Agreement with Utility Service Co., Inc. for Maintenance and Tank Asset Management of Village Owned Water Storage Tank.

MR. PETERSON: Item number 5, a resolution recommending the Village Council authorize the Village of Lordstown to execute an agreement with Utility Service Company, Inc. for maintenance and tank asset management of the Village of Lordstown owned water storage tank.

MR. SULLIVAN: I make a motion to approve it.

MR. CZECK: Do you think you want to move ahead with this?

MR. SULLIVAN: Yeah. I don't think we have got a choice.

MR. PETERSON: Yeah. This is the gentleman that came in and gave the presentation. Was it June 16, Darren?

MS. SLUSARCZYK: I think the resolution or his agreement said January 1. Did I miss or am I wrong?

MR. PETERSON: It's effective January 1.

MS. SLUSARCZYK: I --

ATTY. RIES: Yeah, let me check, I think she's right though. I do remember him saying this has to be done in August, but yet a contract date is January 1 is the way that it's drafted.

MS. SLUSARCZYK: And I don't know who requested it, but number 4 under New Business was for Verdantas to review that. So, whoever requested that, that review has not been done or authorized yet.

MR. PETERSON: Okay. Do we need Verdantas to review it, Darren?

MR. BIGGS: I don't see why you would.

MR. PETERSON: Okay.

ATTY. RIES: Where are we referring to?

MR. CZECK: Item --

MS. SLUSARCZYK: Number 4.

ATTY. RIES: Oh, okay. I see. Yeah. I mean, I can tell you this is basically the same scope of work that was previously approved by the BPA with some additional changes under the Master Services Agreement. But I mean --

MR. PETERSON: Yeah. Darren, if you're comfortable with it, and Matt, if you're comfortable with it, I don't think we need Verdantas to review it.

MR. BIGGS: It's the same agreement. We're just switching it from the 500,000 gallon to the 3 million. We canceled the 500,000 gallon one because it was out of service, so we saved ourselves money, you know, until we got this up and going. Warranties are all running out, we need to get an agreement for the maintenance, the washouts, and anything that needs done with our new tank now.

MR. PETERSON: Okay.

MR. CZECK: Well, instead of putting number 4 on hold, should we just remove it?

MR. PETERSON: I would say I don't see a reason for it. I mean, Darren and Matt are okay with it.

MR. CZECK: Do you want a motion on that then?

ATTY. RIES: Originally when this was done before I was Solicitor, and I know the former Solicitor recommended doing a request for proposal and having Verdantas review it before we entered into the initial Master Services Agreement. There are statutory exceptions that we don't need to do that, we don't need to bid it, we don't need to go to request for proposal. So, it was kind of a --

MR. PETERSON: So maybe they thought they had to review

it.

ATTY. RIES: That's how it was done last time. It's an either/or under the Ohio Revised Code. We could do a request for proposal, or we could negotiate directly for these services like we did here. In fact, even the first time I think in 2017 there was a little bit of push-back within the Village, why do a request for proposal, this is pretty much the only company that's going to really do this type of work anyway and it's going to waste everyone's time. So, the thought was based on some of my e-mails to you last month and Darren as well, let's just move forward, we don't have to by law make a request for proposal. So, without the request for proposal process I don't know what Verdantas would be reviewing.

MR. PETERSON: Okay.

ATTY. RIES: So --

MR. CZECK: Do we need to go back and just remove number 4 completely?

MR. PETERSON: Yea. So, I'm --

MR. CZECK: Does that make sense?

MR. PETERSON: That makes sense to me. So, I guess I'll make a motion not to do the Master Service Agreement.

MR. CZECK: I'll second that.

MR. PETERSON: All in favor?

(All respond aye.)

MR. SULLIVAN: I don't quite understand. We're not going to have a master agreement on the --

MR. PETERSON: No. All this was because Verdantas was going to review the contract.

ATTY. RIES: Yeah, unless Darren there's something else that they would need to review like that company's services or anything for maintaining the tanks. My understanding is originally when this was done, they were just reviewing the request for proposals, and I think there was only one response anyway, and making recommendations which we're not doing this time.

MR. BIGGS: There's nothing I could think of that we would need them to review or any maintenance problems or anything I have. I don't go through our engineers anyway with that. So, I can't think of anything our engineers would be needed --

MR. SULLIVAN: Okay.

MR. PETERSON: So --

MR. CZECK: It sounds like just a continuation of the current contract. They haven't really -- there's been a few updates.

MR. PETERSON: We're just adjusting the contract to a new tank.

MR. CZECK: Exactly, so --

MR. PETERSON: Okay. So, motion. Second. All in favor.

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. Okay. So, number 5, are you okay with moving forward with that, send that to Council?

MR. CZECK: I'll make a motion we move the resolution for the Utility Service Company for the asset management of the 3-million-gallon water tank.

MR. PETERSON: Okay. I'll second it. Roll call. Do we have to do a roll call since it's a resolution?

MS. SLUSARCZYK: No.

MR. PETERSON: Okay. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. Okay. Any other new business.

OLD BUSINESS:

1. Utility Department Building

MR. PETERSON: Seeing none, Old Business. Utility Department building.

MR. SULLIVAN: Really old business.

MR. PETERSON: Mark, I'm sure you have good news for us, right?

MR. McGRAIL: No. The mayor, in part of her report last night, mentioned that issue. Essentially it started with this building over here and the move over there, and then the Kunkel building, Matt --

MR. SULLIVAN: Will be torn down.

MR. McGRAIL: Yeah. Matt told us some information which he's going to put that on hold. The third thing she brought up was in response to a resident and what was going on with the facilities regarding the BPA Water Department. Don't quote me, but it was somewhere along the line that the Water Department could eventually move into --

MR. SULLIVAN: The Fire Department.

MR. McGRAIL: -- the Fire Department. She and the Fire Chief are working on finding a place for the new safety service building. I don't know, I haven't had a chance to speak with her any more about it.

MR. SULLIVAN: Wasn't there something about they were going to hire a person to come in to look at all the buildings and --

MR. McGRAIL: No. The only person that they've hired so far is the architect for the library. There has been a suggestion that Council do that, do a comprehensive. But that hasn't been decided that I know of. I don't know if you've heard, Matt.

MR. SULLIVAN: That was kind of goofy, taking care of that and talking about looking for property for the --

MR. McGRAIL: Fire station.

MR. SULLIVAN: -- fire and police station; is that right?

MR. McGRAIL: Yeah.

MR. SULLIVAN: Then Darren moving into the fire station, but no mention of what would happen with this building.

MR. McGRAIL: No, there was no discussion about that at all. I don't know what to say on that issue. I was under the impression that we were going to come back because we had a work session. I was under the impression, which I could be mistaken, you know, that we were going to come back and do that again and see where, you know, where we were at that point. I don't know if that's going to occur. But at this point to answer your question --

MR. CZECK: There is no answer, it sounds like to me.

MR. McGRAIL: The only answer I heard is when the Fire Department moves, the Water Department could move into possibly the old fire station.

MR. SULLIVAN: But that would be, I would think, years away.

MR. McGRAIL: I would think just from, and again, this is just from what I --

MR. SULLIVAN: So, they don't know where they're going to put it?

MR. McGRAIL: No, but I would think that that building, that move for the Fire Department's going to take several years.

MR. PETERSON: That's been any experience with fire departments.

MR. SULLIVAN: So, the Water Department would probably stay here at this point.

MR. McGRAIL: I'm not sure about that, but again, everybody is moving over there. There will still be that office in the back for the Water Department.

MR. PETERSON: Okay.

MR. McGRAIL: Honestly, as I said, I was under the impression that we would do another work session or something, or maybe one of the committees would handle the discussion of the facilities, but I haven't heard again, so --

MR. PETERSON: Okay. Any more questions about that?

2. Imperial Sewer & Water Agreements

MR. PETERSON: Seeing none, item number 2, Imperial Water and Sewer Agreements. I know --

MR. CZECK: We were going to have a meeting down the line.

MR. PETERSON: Down the line.

MR. CZECK: Another couple of months. Isn't that what we talked about, Tom?

MR. COWIE: Sometime in September, something like that, late September.

3. New 24" Waterline

MR. PETERSON: Item number 3, new 24-inch water line. Darren, do you have any updates from Chris?

MR. BIGGS: Not major updates. I have seen some e-mails where they're reaching out to Ohio Edison, checking on easements. I think that's where they're at, trying to get on property and see how they can make that whole thing work coming down that way. Other than that, that's all I have.

MR. PETERSON: So, if you're seeing e-mails, that means there's work being done behind the scenes.

MR. BIGGS: There is, yes.

MR. McGRAIL: I do have a question about that by the way.

MR. PETERSON: Yes.

MR. McGRAIL: Matt, the right-of-way on the MVSD property, because I'm doing some of that, I'm contacting landowners; but I don't have to go see them, do I?

ATTY. RIES: No. So, what we'll do is, and I was talking to MVSD's attorney Tom Wilson about this, and they've already consented to this. What will happen is once we determine exactly where that line is going to go, Verdantas will need to prepare the legal descriptions, then I'll incorporate those into formal easements and those will have to be approved by basically a vote of the Board at MVSD. That will be attached to it, but MVSD has been very clear we're not going to share any of the expenses or prepare any of this stuff. You guys get it done, send it to us and we'll approve it is basically what their representations have been saying to us, but they are not going out-of-pocket or anything. Once Chris has that information as to exactly where the line is going to be I could prepare the easement, and they'll approve it by resolution for MVSD.

MR. PETERSON: Okay. Any more questions about that?
MR. CZECK: No.

4. Clean Energy Future-Trumbull, LLC - Sanitary Sewers in Lordstown & Ohio EPA PTI

MR. PETERSON: Item number 4, Clean Energy Future Trumbull LLC sanitary sewer in Lordstown, Ohio EPA PTI. I'm assuming that there are probably no updates.

ATTY. RIES: There's no updates. We have a scheduling order. Hearing is not until next May, so we're basically with the appeal right now on that.

MR. PETERSON: Any questions for Matt on that?

5. Rules and Regulations Governing Water Use and Service

MR. PETERSON: Rules and regulations governing water use and service. I didn't hear any updates from Chris on that. Okay.

MS. SLUSARCZYK: That was under New Business number 3. That was one of those.

MR. PETERSON: That's one of the ones we held up on.

6. Niles Bulk Water Agreement

MR. PETERSON: Item number 6, Niles Bulk Water Agreement.

ATTY. RIES: I don't have any updates on that. The last time I talked to Niles about anything was just consenting to the 24-inch line, and they gave their consent which didn't require an amendment of the agreement. So, I mean if you guys want me to continue to push that issue about getting clear language with Niles -- I mean, the problem is we already have a contract that's been approved by our Council and their Council. Every time I reach out to them there's no motivation from the law director to really advance that at all because they don't think that Council will approve an amendment or a change to the bulk agreement. So, there's not much more I can do other than just say here's the changes we want. But I've already revised the language in the agreement and sent it up to them and I've followed up with them, and I just don't --

MS. SLUSARCZYK: I don't understand why their Council, if they're interpreting it for the largest portion of the water, we buy at a cheaper rate. If we go into this new line with their belief that it's, you know, MVSD rate plus 10 percent or whatever, they're selling it to us cheaper. So, I don't want to be negative, but we could argue well no, we thought we were going to get it for a lot less.

ATTY. RIES: I've even pointed out to them not only is their interpretation wrong, but we would have a huge credit under their interpretation. I don't know if anyone is really looking into this that much or if it goes into one ear and out the other.

MS. SLUSARCZYK: That's my thing on it. If we prepare to build this line that should be set in stone. We should know --

MR. PETERSON: Exactly where we're at, yeah.

MS. SLUSARCZYK: Because you know, I hate to say this, but right down the road is the City of Warren. What would they sell us the water for? We don't want them to one, open that agreement after the fact and say we want to increase that water rate. We know MVSD may be increasing that rate, that's known. But I think --

MR. PETERSON: Yeah, I agree.

ATTY. RIES: I'll push back. But I will push back and I'll say given this 24-inch redundant line; we need to make sure we get the language cleared up in the agreement. But at the end of the

day, if they just keep ignoring me the only real legal remedy would be to file an action in court for a declaratory judgment to have the court interpret the contract for us. That would be a lawsuit basically, and it's where you have two people that don't agree on an interpretation of a contract, say judge we need you to decide what this contract means. But if they keep ignoring me, that's the only legal remedy we have. I can't, you know, force Niles City Council to do anything or force the law director to present it to, you know, the City.

MR. PETERSON: Do you guys want Matt to keep pushing, trying to see if he can get clarification?

MR. SULLIVAN: I would think so.

MR. CZECK: Yeah. As it stands it's in our favor, so --

MR. PETERSON: Yeah, I mean --

MS. SLUSARCZYK: If we met with -- if their Council was giving them push-back, our interpretation is at higher rate.

MR. PETERSON: Yeah.

MS. SLUSARCZYK: I don't see the resistance. I mean, it's a little bit backwards, but it is how we interpret it. The examples in the document appear, you know, like Matt said it is the way it's written.

ATTY. RIES: I provided them with that breakdown showing that we have a credit under their interpretation. I said I know this is going to -- this is difficult, I guess, maybe to convey to Council to approve. But maybe if you show them these numbers, they'll realize this is not somebody arguing well, we want to pay less or we want more money back, we just want to be on the same page with everybody and make sure we have clarity.

MS. SLUSARCZYK: Exactly.

ATTY. RIES: So, I will reach out to them again.

MR. PETERSON: All right. Any more questions about that?

7. Trumbull Energy Center - Warren Waterline (a. record drawings)

MR. PETERSON: Seeing none, item number 7, Trumbull Energy Center - Warren Waterline, and we have an action item, record drawings. I do not think Chris has received the drawings yet I'm guessing. I don't know if we are to the point that we need to have Matt reach out to them to get the drawings?

MS. SLUSARCZYK: I think they said they were working on them. It's just a matter of the time that it takes to complete, and they were doing the rest, like he said, some of the restoration and --

MR. BIGGS: I'm not real sure, and I don't want to answer for Chris, but before we ask Matt to do anything, let's ask Chris to find out.

MR. PETERSON: I would rather Chris say I'm to the point that I need. Are you guys okay with that?

MR. CZECK: The point I don't understand is you installed the water line; you have drawings. You have to have drawings.

MR. PETERSON: Yes, they have the drawings.

MR. CZECK: They just put it over there, we'll put it over there. What's the problem? I don't understand.

MR. PETERSON: Yeah.

MR. SULLIVAN: You're right.

MR. CZECK: They correct any as-built and --

MR. PETERSON: And send us updates.

MR. CZECK: That should have been done a long time ago.

MR. PETERSON: The water line's been in since what,

October, November? Yeah. Okay. We'll hold off on that until we talk to Chris.

8. Trumbull Energy Center - Sanitary Sewer

MR. PETERSON: Trumbull Energy Center Sanitary Sewer. I don't think --

ATTY. RIES: Yeah, that's the same thing. Basically the E.P.A. appeal.

MR. PETERSON: We could probably combine them two, couldn't we?

ATTY. RIES: It's the same thing. One plays into the other. We're saying they shouldn't be able to discharge into Mud Creek and they should have to follow our rules and regulations and discharge into our sewer rather than in Trumbull County, so --

MR. PETERSON: Okay. Okay. Any questions for Matt about that? Item number --

MS. SLUSARCZYK: Just for clarification, you want me to remove number 8, and it will all fall under 4?

MR. CZECK: I'd say combine them.

MR. PETERSON: Yeah, combine them.

MS. SLUSARCZYK: Okay.

9. Proposed Hallock Young Road Water Line Improvements

MR. PETERSON: Item number 9, proposed Hallock Young Road Water Line Improvements.

ATTY. RIES: So, I've circulated you guys this Master Funding Agreement, and actually, I spoke to their attorney today, as recently as today. There are two main issues. So, under this Master Funding Agreement it's for the water line that they're going to fund, as well as traffic control lights that they're going to fund. The main issue is these 200,000 gallons per day. They're telling me well, if you guys can only commit to 200,000 gallons per day that's fine, but we don't want there to be an exclusivity provision where we exclusively have to buy from the Village because if we have other tenants here in this facility that have more water usage needs that we can't provide to them under this contract, we need to be able to go to another source. Or remove the exclusivity provision and we don't put a cap in there on how much you guys are going to provide, which nobody wants to do because we don't know what their future water needs are and we can't over-commit to something. So, what we were proposing when I was talking to her, and I talked to the mayor about this a little bit, and we were thinking maybe of some middle-of-the-road language where we will provide exclusively up to 200,000 gallons per day. In the event that they need more and we refuse to provide them with additional water, then the exclusivity provision is removed for any excess amount above the 200,000. However, in the event that down the road we're able to provide them with more than that 200,000, if there's a change in course, change in decision, then we have the right -- basically the first option to sell them the water to sort of, you know --

MR. PETERSON: Well regardless, even if they were buying off of Warren it still has to go through us.

ATTY. RIES: Right, yeah, and I've already explained to them -- there's no -- contractually there's no -- the City of Warren and the Village would have to agree.

MR. PETERSON: Correct.

ATTY. RIES: But the legislative authority would have to

approve another contract, and everybody is on the same page with that. At least the City of Warren and Lordstown are based on the document trail, and I've explained that to them. I don't think they were aware of that until a couple of months ago because their lawyers were reaching out to me saying is this true, can you give me -- here's a letter from the City of Warren acknowledging that the agreement is terminated, here's the contract showing it terminated when GM ceased operations. Any water supply is on an informal basis; that's not -- you know, there's no legal support for it. So, they understand that. But yeah, their concern is committing to, you know, agreeing that we're the exclusive provider and at the same time agreeing to a cap. They are worried that they could hamstring themselves. They have another tenant looking at the facility, and they don't even really know about much that tenant when I talked to them, let alone what their water needs are or anything else, so --

MS. SLUSARCZYK: With that being said, do they understand that Warren supplied General Motors water prior to Lordstown Energy Center's construction and them providing 2-1/2 million gallons a day to Lordstown Energy Center. I don't know the capacity of the Warren line, but General Motors left, LEC came in. That line is what feeds Lordstown Energy Center. The longer they delay the construction of the line around the plant, the longer they may not have the water they need for that future tenant. I just don't want them to be unclear. LEC pulls triple or quadruple the amount of water that General Motors ever did at its maximum.

MR. PETERSON: Yeah.

MS. SLUSARCZYK: So, they may not have the ability to get much more water regardless.

MR. PETERSON: Yeah, Warren may not have the capacity either.

MS. SLUSARCZYK: And that is exactly why they acknowledged that the General Motors contract and their commitment to that site ended when General Motors left.

MR. PETERSON: Yeah.

MS. SLUSARCZYK: So, I just want to be forthright with Foxconn, whoever is over there, you know, this has went on for months; and if they need that water soon, they held it up. I mean, we're talking about what we can provide. They're not going to move water in different directions.

MR. CZECK: I see they're ready to go over there. They have all the pipes on the ground over there. All their water line, it's sitting there staged.

MR. BIGGS: They're redoing the fire loop over there.

MR. CZECK: Is that what that was for?

MR. BIGGS: I believe so, yeah. I have told them that and tried to explain with that loop going around there we can supply from both sides. Anywhere coming down Tod Avenue, if they have a break from Warren’s line they're done until it's fixed.

MR. PETERSON: They're done, yeah.

MR. BIGGS: They're done. I have told them that.

MR. PETERSON: But SoftBank doesn’t know that Foxconn knows that.

MR. BIGGS: I can't answer that. I was talking to Foxconn, correct. Where it went from there, I don't know.

MR. PETERSON: You said somebody was coming to the Council meeting?

MR. SULLIVAN: Next Council meeting they said that what is

the name of it?

MR. PETERSON: SoftBank.

MR. SULLIVAN: Yeah, they were coming.

MR. McGRAIL: Was it Sean Callahan, was that the name?

ATTY. RIES: He's out of DC, right? I believe it's Sean.

MR. SULLIVAN: Yeah.

ATTY. RIES: Yeah. The mayor and I spoke, and this is the second component. So, getting this paragraph re-worded is the only thing holding up at least, you know, massaging the language of this agreement. But the other concern is that just all of these data center rumors that we've been hearing. We've been contacted by a company called DSG Group that says we're hiring employees for the Foxconn facility to build a data center. An article in the Business Journal about a modular data center going in there last week. So, everybody is telling us it's not a data center, or everyone is telling us it is a data center except for Foxconn and SoftBank. I talked to them again today and I said listen, I told them about all the different rumors, you know, everything that we were hearing. They once again reiterated this is not a full-scale data center, this is a proof of concept, you know, showroom to manufacture data center components. I said you're not putting a full-scale data center in; and they said no, we are not. We are sorry that this is getting so out of control with the rumors. But it's at the point though where I talked to the mayor, and I said somebody from SoftBank, because we've only been talking to Foxconn, but SoftBank ultimately funds the owner of the property and Foxconn is one partner/tenant. I said somebody from SoftBank needs to come here and talk to Council as a whole and talk to the public before anybody makes a decision on the Master Funding Agreement, and I think that's kind of the bigger break that we're hitting right now because we can't keep going off of well, the engineer or the mayor or the Solicitor talked to this one person and this is what they said. I mean, I think Council needs to hear as a whole and so does the public so they can ask questions and make a decision if they really want to move forward with the agreement. So that's the bigger issue. Getting this, you know, this exclusivity provision and everything reworked is the other issue, you know.

MR. PETERSON: Will that help if we have a conversation with him or not, because you're talking to lawyers.

ATTY. RIES: I mean, it can't hurt. But from the lawyers' perspective they don't want to say all right, we'll agree to 200,000 gallons per day, and you guys are the exclusive provider because now they won't be able because now if they have a tenant that --

MR. PETERSON: I get it, a tenant that wants more.

ATTY. RIES: They just want to be able to say --

MR. PETERSON: I just don't want to create a back door down the road that Warren could run another water line without anybody saying it's okay. I guess that would be my fear.

ATTY. RIES: It would have to be based upon our refusal to provide them with anything more than 200,000. Then there would still have to be approval and everything to run the Warren line, but it would have to be because we're telling them we're not going to provide you guys with more than 200,000 gallons per day.

MR. PETERSON: Okay.

ATTY. RIES: The other concern, they said well what if you guys just start increasing the water rates. I explained, and said no, the water rates are set by our rules and regulations, but the BPA approves it across the Board. We don't charge, you know, higher rates

based on the type of business. I said our water service agreements, which are an option which would be a lower rate depending on volume. But there's no requirement right now that we enter into that with them. But they had concerns that we would just unilaterally jack up their rates too for some --

MS. SLUSARCZYK: We have one residential rate throughout the Village. We did have a decreasing tier, but no matter where the source is, if it's Niles water or Warren water, the customer's rate is the same. We pay the difference, you know.

ATTY. RIES: I explained the rate is not going to be different for you just because of the type of business. I said the only way it would be different is if we had some type of specific agreement with you guys which would be subsequent to this Master Funding Agreement. So, I'm trying to work on the language and ultimately, I mean, you guys are going to have to decide what you want to recommend for Council and Council is going to have to approve it. If you're okay with this 200,000 cap and giving exclusivity and only in the event that we refuse to provide them with any more water, can they go look for other sources, and then if we subsequently decide we are going to provide you with more water they would have to discontinue service from the City of Warren. But as of right now that's the language that we're looking at.

MR. CZECK: I think that would be fine as long as they don't get locked.

MR. PETERSON: Yeah.

MR. CZECK: You can't really stop them from doing business. We don't want to say well, you have got to shut off because we can't give you the water. But you have to go to the other source, that's fine; but as soon as we're able to no choice, you have got to come back.

MR. PETERSON: Yeah.

MR. CZECK: I'm fine with that.

MR. PETERSON: I'm okay with that. As long as it's ironclad and we're protected, I'm good with that.

MR. SULLIVAN: Me too. And that's what they're going to present to Council?

MS. SLUSARCZYK: Well and Matt, could it be addressed no matter what they are our customer? Where we choose to pull their water supply from is our discretion. If we allowed a secondary connection until our 24-inch --

MR. PETERSON: They can't just go to Warren and say we want more water.

MS. SLUSARCZYK: They just need to inform us of anticipated increased needs as the water line is being built. If we do get that higher volume, it's a moot point with what we can supply, correct?

MR. BIGGS: Well, there's a lot of things with that. One, you know, we have got to keep up with how both places are treating too. You can't turn one off and turn the other one back on. That cannot happen, okay. So, it's not going to be that simple. Now Foxconn came to us and said hey, 142,000 gallons right, Matt, can we do better, which I ran the numbers and did a lot better and they're still not happy. So, I don't know. I think they're not looking for a number, they're looking for don't restrain us at all.

ATTY. RIES: They're looking for flexibility and options.

MR. BIGGS: We can't do that right now until we get the other 24-inch in and make sure everything is going fine. You know, we

needed that 24, we needed another tank, we didn't get it, this is the situation we're in now. Just here recently there was another company that came to zoning and was asking about hey, how about over 200,000 gallons more a day, can we get that. So, we're still got new businesses plus businesses that are here. So as far as unlimited water for somebody, we're not at that. I cannot let that happen.

MR. PETERSON: Yeah, you can't promise, I get it.

MR. BIGGS: We got other things that we could run out real quick. I gave the example. Did you see the e-mail, Chris? Okay. The example was I got 45 feet in that tank right now, and in Two-and-a-half hours we lose five feet. That's how fast, and it was taking over 15 hours to get that five feet back in. That's how much water we go through. According to AWWA we should have one day supply left over. We won't make that. We have got a lot of improvements to do. We got to be careful with these numbers. That's why I can't go really any higher. Any emergency, any fire event or whatever else now, you know, we're not going to make it with normal day-to-day operations if we need to. We're getting that close now.

ATTY. RIES: Okay.

MR. BIGGS: Does that help?

ATTY. RIES: It does. So, what I'll do, I'll finesse this language. I'm going to circulate it back to the group. I'm sure they're going to have additional changes, but I don't think that anything should go in front of anyone until we have heard from SoftBank.

MR. PETERSON: Yeah.

ATTY. RIES: Because I think that's important for the BPA and Council to be able to ask questions and the public before we move forward with this agreement.

MR. PETERSON: Okay. Can you guys be at the next Council meeting? Stanley?

MR. CZECK: What date is that though?

MR. PETERSON: It would be the first Monday in September.

ATTY. RIES: That's Labor Day.

MR. PETERSON: It would be the 8th. So, it's the same day as ours actually. Yeah, it's the same day as ours then.

MR. SULLIVAN: So, we just moved a Tuesday?

MR. PETERSON: Ours is the 1st.

ATTY. RIES: You're right, Tuesday is the 1st.

MR. PETERSON: Tuesday is the 1st.

MR. CZECK: Labor Day is the next week. I'll be around.

MR. PETERSON: Okay.

MR. SULLIVAN: So, will the Council meeting be on the 1st?

MR. PETERSON: No, Council meeting is on the 8th. Our next meeting is on the 1st.

MR. CZECK: Yeah, either day.

MR. PETERSON: All right. Okay. Any more questions about that?

10. Salt Springs Road Booster Station Relocation

MR. PETERSON: Seeing none, Salt Springs Road Booster Station Relocation. Darren, do you have any updates on how it's going?

MR. BIGGS: No. No real updates, no.

MR. PETERSON: Okay.

MR. BIGGS: No.

11. I&I

MR. PETERSON: Item number 11, I&I. I do know Chris was working on some stuff because I talked to him. I don't know if he talked to you, Darren.

MR. BIGGS: I have not talked to him. I still need to talk to Cindy about that. We found three more grinders that we did have a lot of water were getting some in. Two or three. So, I ordered more risers. Hopefully that will help. We're still waiting on that. That's where I am.

MR. PETERSON: He said he was going to send you some stuff. I don't know if he did or not.

MS. SLUSARCZYK: We did talk before I was off on vacation, and I don't believe he forwarded what we were talking about at that time. I went through my e-mails yesterday really quick, but I could have missed it. But I don't believe --

MR. PETERSON: He said he was going to send you an e-mail, and I don’t know if he got it or not.

MS. SLUSARCZYK: We talked before I went on vacation about the I&I.

MR. PETERSON: Okay. Any questions?

PUBLIC COMMENTS:

MR. PETERSON: Any additional public comments? Okay.

REPORTS:

1. Solicitor's Report

MR. PETERSON: Seeing none, Solicitor's Report.

ATTY. RIES: Only thing I have is TEC's attorney reached out to me about this, you know, their claim that they've been overcharged between the bulk rate and the contract rate after they declared full commercial operation, which was like April 15 or it was the middle of April. So, there's that two-to-three-week period between April and May that they're claiming they were overcharged. They're claiming they were overcharged $242,000. I guess I just more or less have questions in terms of are we and I e-mailed Cindy about that too. So, Cindy, were they being billed at the Warren contractual rate, I guess, during this last part of April? Do we know? And here's the breakdown. It says here that they think that the service water agreement rate for us should be $4.40. Now we have a 49-cent adder in our contract, right?

MS. SLUSARCZYK: We had a 49-cent adder when we entered into the contract. The contract states that if Warren increases their rate that our adder or I don't think they call it an adder in this contract will also be increased by the same number. I spoke directly to Ted Harvey, and I showed him how to calculate that rate. He understood it and accepted that. As far as the credit is concerned, I told you the contract states that they qualify, in my opinion, they qualify for that rate once they reach full commercial operation. But they failed to create a contract or permit, to complete the permit, they didn't come in, when they did come in, they didn't come in with a deposit. So, as soon as they started the permit process, we got a final a meter reading, which Warren didn't allow us access to the day, we took one day more, but still before we received the deposit, which should have been submitted with the permit application. We transferred that account before we had the deposit. I feel that we billed accordingly to the contract, and they want to dispute it. It says in there they have to comply with the rules and regulations, and

permit application with a deposit is in the rules and regulations.

ATTY. RIES: Yeah, that's what I'm trying -- Did Warren start charging us under the contract rate?

MS. SLUSARCZYK: Warren --

ATTY. RIES: Because I believe Warren's position is, they recognize, you know, completion of commercial or beginning of commercial operation goes on as of April 15. So did they charge us under the contract or did they charge us --

MS. SLUSARCZYK: If Warren told you that, that is contrary to what Warren -- I met with Franco and the billing clerk. Darren, what's the other guy's name?

MR. BIGGS: Doug, DJ's and Tom.

ATTY. RIES: Thomas.

MS. SLUSARCZYK: The three of us met in his office, and they said they cannot go back and find that reading after the fact. They failed to notify them as well. Warren's rate for Lordstown Energy Center at the beginning I think it was $2.51, there's a two cent or a few cent difference. Warren billed us through that period at the higher rate, the other rate in the contract, not the TEC rate.

ATTY. RIES: Okay.

MS. SLUSARCZYK: And unless they go back and give me a credit, they billed me at the other rate for the May bill as well, the May usage.

ATTY. RIES: Oh, really.

MS. SLUSARCZYK: Yes.

ATTY. RIES: I think it was $2.71 for others and $2.67 for TEC.

MS. SLUSARCZYK: Correct. Based on a thousand-gallon measurement, yes, and so that is a few cent difference. When we received the bill and what we paid was based on that other customer rate, not the TEC rate.

ATTY. RIES: Okay. Did Warren ever start billing us at the TEC rate?

MS. SLUSARCZYK: I do believe so.

ATTY. RIES: Okay.

MS. SLUSARCZYK: I could check that because May we would have got in June, so that bill would have come in July. But I do think --

ATTY. RIES: So, they never changed their billing to the TEC contract rate until May?

MR. PETERSON: Until June.

MS. SLUSARCZYK: Until June.

ATTY. RIES: Or June. Okay. All right. All right. Okay.

MS. SLUSARCZYK: And when I met with them, I believe -- I could go back and see when I did meet with them, but I think I met with them in May or at the beginning of June. And the director very clearly stated that they didn't inform them either and the rate doesn't change until they -- we determined at that time of the meeting that they were just starting to pull that 4 million gallons or to get up to that full commercial operation.

ATTY. RIES: Okay.

MS. SLUSARCZYK: And that was another thing.

ATTY. RIES: All right. Well, I just want to let you guys know they're saying that we should have been billed at the contract rate, not the bulk rate, for those two weeks at the end of April, asking for $242,000 credit. I'll just tell them, you know, that the

rules and regulations apply under our contract and that the BPA, you know, isn't willing to reconsider this, I guess. Does that work?

MR. PETERSON: Works for me.

MR. CZECK: The ball's in their court because we followed what we have in our rules.

MR. PETERSON: Yeah.

ATTY. RIES: All right.

MR. PETERSON: Anything else?

ATTY. RIES: That's all I have.

MR. PETERSON: Any questions for Matt?

2. Engineer's Report

MR. PETERSON: All right, Engineer's Report. I don't have anything. Did he give you anything, Darren?

MR. BIGGS: No.

3. Utility Committee Report

MR. PETERSON: Utility Committee Report.

MR. McGRAIL: (Shaking head.) No.

4. Clerk's Report

MR. PETERSON: Clerk's Report.

MS. SLUSARCZYK: I only have a few things in regards -- I mentioned it previously upstairs. You have before you the Verdantas professional service quote to update the sewer rate study. The sewer rate study is up to date with the financial figures. What is missing or what I would like to have checked on is if our funds that we're setting aside for the lift stations is appropriate for the replacement. When we first started this, they said oh, in 15 years they're going to start wearing down, and Darren is seeing that. But where are we at? You know, I want them to kind of analyze those figures versus the potential cost. I did not read their scope of work, like I said I was off last week, so I got it, haven't read it thoroughly through there. But that is all I would request for the sewer rate study and to incorporate, you know, those figures in there. The water rate study is a huge mess because of all the different contracts, all the different purchase price rates, and was there TEC, was there not going to be TEC. Well, we do have TEC but they’re not on our water. So many things have changed.

MR. PETERSON: Yeah, so many things have changed.

MS. SLUSARCZYK: It's hard to go back and plug in the figure, and then the maintenance building, are we budgeting for a maintenance building or are we not budgeting for a maintenance building? We still really don't have an answer, are we paying for a Hallock Young water line extension around the General Motors complex. So, I do want it, I do think it's very important that we move forward with that. I just think maybe we could ask for them to do that on an hourly structure for what it actually takes to work. But those two items, like I said sewer needs a little bit of attention, water's going to need more; but I don't think we need a lump sum work authorization.

MR. PETERSON: Are you guys good with that, Cindy e-mailing him back and saying we would like that to be on an hourly basis and please give us a dollar figure per hour?

MR. CZECK: Yes, I think that's a good thing.

MS. SLUSARCZYK: Okay.

MR. PETERSON: If you don't mind doing that please.

MS. SLUSARCZYK: Not a problem. The next thing I have is we had a trash contract with Republic Services, and we are in year three or starting year four of the contract. The first year after we entered into the contract the bid adjusted by about one percent, and they missed it and didn't increase it. So, they wrote that off, and it's in the past, and last year was zero. Now this year because of the fuel prices that's our variable in our contract, our trash rate is going up. The new basic service at the road will be $19.70 a month or $59.11 a quarter. If you rent the cart, it will be $22.20 a month or $61.61 a quarter. They do have an at-the-door service for seniors or handicap or whatever people, that will go to $28.22 a month. But the bag service where the customers can come in and purchase the bags here and just put it out as needed will remain at $25 for ten bags.

MR. PETERSON: Okay.

MS. SLUSARCZYK: That is effective July 1. So, some people have already been billed for that period; but there's three different billing periods in our community, so they'll be prorated or maybe back-billed from July 1 for that. I met with her before I went on vacation.

MR. SULLIVAN: What was the curb service?

MS. SLUSARCZYK: The door service or the regular -- regular curb service without a container is $19.70 a month. It's a total of $59.11 a quarter.

MR. SULLIVAN: So, if you have a container that's the blue --

MS. SLUSARCZYK: Right, the 96-gallon cart. Like with one cart I previously was paying $63 a quarter, and it's now $66.61. So, it went up $3.61 for three months, $1.20 a month. That's with the cart though.

MR. PETERSON: With the cart, yeah.

MS. SLUSARCZYK: So, I just wanted to let you know. Sometimes we get questions, they'll primarily come through the office. But if you have any questions, I do have that posted upstairs, and I will take it down to Andrew and have him put it on the website as well.

MR. CZECK: When is their contract up?

MS. SLUSARCZYK: 2028.

MR. PETERSON: Anything else?

MR. SULLIVAN: All these things are going up because of gas. When it comes back down, is the rate going to come back down?

MS. SLUSARCZYK: Yeah, it would if it's the same index every year. So, if it drops down one percent or even falls lower, it would be adjusted by that percentage. I don't think I have anything else. I did want to clarify when you approved the meeting minutes, Darren asked for corrections. I forwarded the corrections to you, but only his corrections and correct me if I'm wrong were made in the new set of minutes. So, you were approving the revised?

MR. PETERSON: Revised, yes. Correct.

MR. CZECK: Yes.

MS. SLUSARCZYK: Darren, were you happy with the corrections?

MR. BIGGS: I don't remember seeing them.

MS. SLUSARCZYK: Okay.

MR. PETERSON: We'll get them to you.

MS. SLUSARCZYK: Yeah. E-mail, you should have received them in your e-mail. I have them. If not --

MR. BIGGS: I can't answer, how's that.

MS. SLUSARCZYK: I just wanted to know if they were approving the original set or the revised.

MR. PETERSON: Yeah, we were revising. Any questions for Cindy? Okay.

5. Superintendent's Report

MR. PETERSON: Superintendent's Report.

MR. BIGGS: The callouts in the evenings, you got a lot of emergency markings or power outages or whatever else. A lot of times I go see, assess the situation in order to just take care of it; but I take my own vehicle, and it's happening quite a bit. There's no lights, there's nothing on there. I'm wondering if I can take the pick-up home with me so that when I do have those calls at least I have lights and some tools with me and whatever I might need.

MR. SULLIVAN: I don't have a problem.

MR. PETERSON: I don't have a problem with that.

MR. CZECK: I'm fine with that.

MR. BIGGS: Thank you. We talked about cleaning Lift Station 1 and 2. We had number 3 done already, and that was with the Warren contract. Just an update on that. They're still not sure, they're going to another boss and then their law. So, I just wanted to update you, we're still waiting for an answer if they can help us out with that or not. Class for Ed and Mark, Gorman Rupp. That's who has our lift stations. They offer a pumping class every year and an electrical class. It's $120 per person per class. I'd like to send both of them to both those classes totaling $480.

MR. CZECK: I'll make a motion we approve the $480.

MR. SULLIVAN: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR PETERSON: Motion passed.

MS. SLUSARCZYK: Darren, you said Ed and who?

MR. BIGGS: Ed and Mark. I wasn't in this loop, but the shore boxes that were talked about prior a while ago, okay, apparently Martin was supposed to get some estimates, get it to you, you were supposed to have an answer. I don't know, I was out of that loop.

MR. PETERSON: I don't know if he ever gave me the estimate. I'd have to go back --

MR. BIGGS: I don't know where it's at. I'm being asked about it now, and I'm not sure either.

MR. CZECK: Didn't we go ahead and approve to buy them?

MS. SLUSARCZYK: You did. I'm almost positive you did.

MR. PETERSON: Now that you say that I think we did, yeah.

MS. SLUSARCZYK: Were they not purchased?

MR. BIGGS: I believe not. I'm just finding out about that.

MR. PETERSON: Is it something we might have approved of and didn't get to Martin? Maybe Martin was buying them?

MR. BIGGS: I thought that was the plan. When this whole thing was being discussed I was off, and then the whole loop got started and it was going. So, I --

MR. PETERSON: We did approve it. I remember approving it now. So, yeah.

MR. BIGGS: So, what is next? It's approved, let Martin know?

MR. PETERSON: It was approved.

MS. SLUSARCZYK: I think we had a special meeting for that or a meeting.

MR. PETERSON: Or it was a meeting and we just put that on there.

MS. SLUSARCZYK: Absolutely. I will check that out if --

MR. PETERSON: Mike, I don't think you were here for that. I think it was just you and me, Stanley.

MR. BIGGS: Okay. We're draining the Bailey tank right now; we started this afternoon. We're going to have a wash-out on Thursday. Everything went smooth so far with draining it. Stan, especially you, if you notice anything different, you're getting that water, give me a call.

MR. CZECK: Okay.

MR. BIGGS: Let me know. I think everything is going okay, good. We'll have the wash-out Thursday. So late Thursday and Friday we'll be re-filling it. But we're running on a pump right now and I have got to keep an eye on it. So, if you guys hear anything let me know, okay. OTCO classes for the guys.

MR. PETERSON: I do know that I've seen e-mails going out that they are posting classes, but they haven't posted them yet. I know they have more than just you guys in a class in this area, I just have not seen the dates yet. I told them send me the dates so I can let you guys know if we have to adjust that. Once they post a date we can adjust.

MR. BIGGS: Is there any idea when it might be?

MR. PETERSON: I'm hoping very soon, but they haven't given me --

MR. BIGGS: I don't want to start checking days. They have so long to get it done, and we've been waiting on one.

MR. PETERSON: The hold-up was they were updating some course material. So that's what the hold-up was. Because the E.P.A. changed a couple of things, that's what the hold-up was.

MR. BIGGS: Okay. MVSD had a notice of violation from the E.P.A. They had a chemical feeder, chlorine I guess, that malfunctioned. So, for 15 minutes before they can get it fixed again it didn't feed correctly. So, the detention time with their water disinfection, it didn't meet the EPA's standards on there. So, they had to notify us as we are their customer, and I had to notify everybody. Yesterday we sent out over 1,600 letters, and we hand-delivered letters to businesses, places that wouldn't get it, we got it posted here, and it's on the website. Nothing is wrong with the water, everything is fine. I don't have a date when this will go away. We have got to have a post I know for seven days. I think they took care of everything right away. But the letters are going to start hitting the residents and have them call me. It's not a problem, it's not a big deal, the water is all good. But I wanted to make you guys aware because you may start getting phone calls too.

MR. CZECK: So, what was it, a chlorination issue, they just started chlorinating?

MR. BIGGS: The injector quit on it and, right. They found out, they got it fixed, but it was down for 15 minutes.

MR. CZECK: That's a lot of water.

MR. PETERSON: Doesn't matter. If you miss contact --

MR. BIGGS: The E.P.A. is what it is exactly, so that's what happened. But everything is fine, and they fixed it, corrected it; and I'm just letting you know that a lot of letters went out to

the residents. So be ready for that.

MR. CZECK: Well, you would notice something in your testing anyhow when you --

MR. BIGGS: Yes. Well, the E.P.A. would have too because they got notified right away, and they would have done testing, correct, there. They wouldn't even have given us any water if there was a problem. So, it would have been stopped actually there. But you're correct, I probably would have noticed a little bit of difference. We're good. According to the E.P.A. and MVSD and the testings I'm doing there hasn't been an issue. So, hopefully at the next meeting we can do interviews. Can we just put it on the agenda in case I can make it happen for our opening?

MR. PETERSON: I'm fine with that.

MR. CZECK: Yeah.

MR. BIGGS: That's all I have.

MR. PETERSON: Any questions for Darren?

MR. CZECK: No.

MEMBER COMMENTS:

MR. PETERSON: Seeing none. Any Member Comments?

MR. SULLIVAN: Where are we with the relocation of the master meter, are they moving forward with anything?

MR. PETERSON: Master meter for what?

MR. SULLIVAN: Not master meter.

MR. PETERSON: The booster station? Darren, you said you really didn't have any updates.

MR. CZECK: The only thing I thought was hanging, wasn't there still a car or something in the back?

MR. BIGGS: It looks like there's actually an excavator over there now.

MS. SLUSARCZYK: I sent the picture. I don't know, the parcel goes back and then it cuts in and like has -- so where it cuts in maybe it's on that cut into the property, you know, that belongs to --

MR. PETERSON: Yes.

MS. SLUSARCZYK: But until they set those pins and check that I didn't want it to be an obstacle when they want to go over there and start working because we got to keep things moving because --

MR. PETERSON: Yeah.

MR. SULLIVAN: Well, really my question was are we good with the $200,000?

MS. SLUSARCZYK: The $200,000 we have already received. I will have to do a report once we have expenses against the booster pump station already. The question there is what expenses qualify to use that $200,000. I did reach out to Trumbull County, but I have not got a response back. So, my intention is to reach out to the loan specialist at Verdantas that I'm working with on that project and the other project now, and maybe she would be able to answer that. Because I have the grant, you know, the paperwork, I just don't know what this section, blah-blah-blah, I don't know what those mean. And for me to research it would take a long time where they just might know here's my list of what I've spent, here's what they say, what would apply to the $200,000.

MR. SULLIVAN: What qualifies.

MS. SLUSARCZYK: I do know the last thing I heard on the project is that they were going to be coordinating a pre-construction

meeting, and then the contractor anticipated starting August 24.

MR. BIGGS: He gave us the -- but I don't remember date.

MS. SLUSARCZYK: Tentative.

MR. BIGGS: It wasn't too far off. It was, and we hope to have that timeline right here. We did have a meeting with them. There's nothing physically that I know that you can see has been done. I've talked to them, the Verdantas representative, he's been here, I've met with the generator guy down there. So, things are going on behind the scenes, if you will. You're not going to see anything yet. I don't know about -- I haven't heard when the meeting is, but they do have a tentative --

MR. SULLIVAN: Wasn't Chris saying that they were going to have surveyors come in and put markers?

MR. BIGGS: I hope they still do that. I think that was the plan.

MR. PETERSON: Yeah, that's what he said he was going to do last meeting.

MS. SLUSARCZYK: I can ask if he's --

MR. BIGGS: I haven't seen -- Mike, I haven't been on the property. I don't know that might have happened, I'm not sure.

MR. SULLIVAN: I just wonder because you pass it, it looks like they haven't done anything, and like he said there's an earthmover and a semi way back. I think it would be off our property.

MR. CZECK: Either way it wouldn't interfere with what they're going to do, but it still needs to go.

MR. SULLIVAN: Yeah.

MR. CZECK: It shouldn't it take long for funds to go out because once the contract is awarded to whoever is going to do the construction, there's a big down payment that's going to go out with it. So, it shouldn't be a problem spending that money.

MR. PETERSON: Yeah.

MR. CZECK: I wouldn't think.

ATTY. RIES: I mean, are we checking to see if the funds could be used to reimburse the Village for buying the real estate?

MS. SLUSARCZYK: That's one of our expenses. We just don't know if that expense qualifies for the use of ARPA money. The project is over $600,000, ARPA was $200,000. So, we've also spent really close to $200,000 already.

MR. PETERSON: We've spent close to $200,000.

MS. SLUSARCZYK: If it qualifies for -- I can't put it on there and that didn't qualify.

MR. SULLIVAN: Wasn't the engineering part of that too, we were able to use that $200,000 for engineering?

MS. SLUSARCZYK: The catch there with the engineering is they had designed it prior to the award of receiving that money. Sometimes some things qualify for that, some things do not. So, when we got the ARPA money, which was a while back, all right, I think we needed to have --

MR. PETERSON: But it was already designed. Yeah. They had done all that work before we had the money.

MS. SLUSARCZYK: That's one of those questions, can I or can't I. We've spent money; and by September, you know, 30th, in two more months, we'll have spent more money. But I just need to push all this week against the ARPA paperwork. And like I said, I think the last time I did it was 180-some thousand dollars that we already spent on this project.

MR. SULLIVAN: Wow. Yeah, I know Chris said that we could

use the engineering against that.

MR. PETERSON: Yeah. Any costs going forward I think is what he meant.

MS. SLUSARCZYK: Yeah. I don't know about the design.

MR. PETERSON: I don't know about the design.

MS. SLUSARCZYK: Time is everything with that.

MR. PETERSON: Okay.

MS. SLUSARCZYK: I believe it's Phyllis Dunlap is the woman I speak with at Verdantas, and I think she would be able to assist.

MR. PETERSON: Assist, yeah, okay. Any more member comments?

QUARTERLY APPROVAL OF BILLING ADJUSTMENTS:

MR. PETERSON: Seeing none, no quarterly approval of billing adjustments.

ADJOURNMENT:

MR. PETERSON: Motion to adjourn.

MR. SULLIVAN: So moved.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

(Meeting adjourns at 5:05 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 24th day of August, 2026.

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

Submitted by: Approved by:

Cinthia Slusarczyk, Clerk Christopher Peterson, President