

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

RECORD OF PROCEEDINGS  
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS  
1455 Salt Springs Road, Lordstown, Ohio  
August 5, 2025  
4:00 p.m. to 5:45 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. Ernie Bowen, Village Council  
Mr. Howard Sheely, Village Council  
Ms. Jackie Woodward, Mayor  
Mr. Liam Mathews, Verdantas  
Mr. Ted Harvey, Trumbull Energy Center  
Mr. Jewoo Cho, Trumbull Energy Center  
Atty. Andrew Benedejcic, TEC

RECORD OF PROCEEDINGS taken before me, DEBORAH LAVELLE, RPR, a court reporter and Notary Public within and for the State of Ohio on this 5th of August, 2025.

MR. PETERSON: I'd like to call this regular 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: Here.  
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.  
MR. KOGELNIK: Present.  
MS. SLUSARCZYK: Matt Ries.  
ATTY. RIES: Present.

**APPROVAL AND CORRECTION OF MINUTES:**

MR. PETERSON: Approval and Correction of Minutes. We don't have any minutes to approve, so we'll move on to Correspondence.

**CORRESPONDENCE:**

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

**PUBLIC COMMENTS:**

MR. PETERSON: Okay. Public Comments. Any public comments? Okay. Seeing none -- we're moving right along here.

**NEW BUSINESS:**

**OLD BUSINESS:**

1. Clean Energy Future-Trumbull, LLC - Sanitary Sewers in Lordstown and Ohio EPA  
PTI

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. PETERSON: No New Business, so we'll move right on to Old Business. Item number 1, Clean Energy Future Trumbull, LLC sanitary sewer in Lordstown, Ohio E.P.A. Who wants to go first?

MR. KOGELNIK: This is regarding Trumbull Energy Center you say?

MR. PETERSON: Yes.

MR. KOGELNIK: Okay. So yesterday Council approved legislation, so that involved the water supply agreement change and also the RUMA updates. So that means that Trumbull Energy Center's Warren water line can move on into construction across the Village roads, and they're planning to do that on Brunstetter; and that work is going to start physically, I think, tomorrow. Maintenance and traffic are happening right now. And they're planning to get all three crossings done, I believe, by September 2 beginning of school. So that's going on with the Warren water line. And then in terms of our services for site plan review, we're going to have an inspector out there, Mr. Joe Kordupel. He's going to be doing the inspection within the road right-of-way for the three crossings. Aside from that, our site plan review has been minimal. We have had some, you know, involvement with the recent meetings with TEC staff and the Village staff regarding just the permit and that sort of thing and the sanitary sewer connection, and so it's my understanding some of that is going to be discussed today for the sanitary sewer connection. So, does anybody have any questions for me?

MR. SULLIVAN: The message from the Chief today, it said try to eliminate going down Brunstetter and so on, and which kind of made it sound like it would be open.

MR. KOGELNIK: Brunstetter is anticipated to be one lane passage during the construction. But in the event that the contractor feels it is unsafe, he has the option to close the road. And we did discuss that openly with the Village. So, Martin has been involved in all of those discussions, that's the plan. And hopefully the contractor can get the Brunstetter Road crossing done before the weekend. He does not want to work on the weekend.

MR. SULLIVAN: Okay.

MR. PETERSON: So, in reference to sanitary sewer and the PTI, Matt do you have anything to add to that? I should have asked that.

ATTY. RIES: Just right now I know that Clean Energy Future Trumbull has a pending PTI application showing them connecting to the sanitary sewer line owned by Trumbull County or that Trumbull County believes it owns. It runs along 45 to our east side sanitary sewer system. So, I've been in contact with their counsel about that, also with the E.P.A.; and I believe that's one of the reasons they are here today to speak on behalf of Clean Energy Future Trumbull. They've given us a couple of proposals as well for the BPA to consider. Toward that -- I don't want to speak on their behalf, so I'll defer to the BPA.

MR. HARVEY: Absolutely. Thank you, appreciate the time coming to talk to you today. As your counsel appointed out, we have had some discussions, we sent an e-mail. I think everybody was on distribution of that e-mail the options. As you know, we previously explained to the Village in past communication of the tie point going into the Village's distribution line presents us with some challenges as compared to going to Trumbull County which is right outside our fence line there. And so, what we did is, in light of the small volume of sewage that's going to be generated at that facility within the admin building with only 20 employees, not all of them there at the same time -- I think the maximum number of employees during the day would be somewhere between 9 and 14 at a time. We have, of course -- our sewage; we have the kitchen that has a sink and a dishwasher, and so it's low volume waste that will be coming from there. And so, what we did, we put together two options to present to you; and we've given those options to you. I can briefly lay out the options as number one would be -- it would be a one-time lump sum payment to the Village in the amount of \$25,000, which is a revenue projection of the amount the Village would receive if we were a customer. And we've given a calculation based on the number of employees like I spoke about, and that you're basically taking 35 gallons a day for each one of those employees. And then we took the seven day a week volume which gave us approximately 12,000 gallons per month. And then I've got 12,000 gallons a month, we were conservative. And we went into calculating what the annual cost of that sewage would be if we

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

were to pay for that amount, and it came to \$1,067 for an annual sewer cost. That's the first option that we put together. The second option -- of course, with both of these options it requires that our counsel draft up some documents and with -- presenting those to the Village's counsel with wording that would protect the Village in the event that something happens, and we no longer exist at the facility. So, it would give the protection to -- I won't get into the language of it, but if you have some questions, we do have one of our team here if you have some questions on that portion of it. Option two was we would take -- we'd pay the Village based on the amount of flow that was on our flow meter and that we would be going to Trumbull County. And what we would do is we would base it on the prior twelve months of meter readings, and we would pay it annually at the volume and rate that's current. And again, we'd need the language to -- for the Village to approve the language with regard to future customers or owners of that facility.

ATTY. RIES: So, like a deed restriction type of language for -- is that what you're referring to?

ATTY. BENEDEJCIC: My name is Andrew Benedejcic. I am counsel for CEFT and TEC. I believe you and Matt previously discussed a prior call, something like a restriction of the property that would prevent future owners of the property, if TEC ever stops operating, from connecting directly into county sewer. No, we're agreeable to some type of restriction on the property. It might not necessarily be a deed restriction, maybe like a declaration of covenants that would prevent future connections. You know, our goal is to keep the language as brief as possible for the public record and rely to our contract with that unrecorded. So certainly, open to discussing that further, but I think that would help protect the interest of all parties involved here.

ATTY. RIES: Okay. What would the contemplation be on Trumbull County signing off onto some type of restriction so that let's say 40 years down the road whoever is sitting in these seats right now isn't encountering a fight with the County, well we're already hooked up, we're going to continue to service them, and it leads to some type of litigation. I don't know if it would be necessary, but it would be nice to have them as a part of this agreement as well.

ATTY. BENEDEJCIC: We can see what their attitude is to enter into that. I don't see a problem them being a PARTY to it as well.

ATTY. RIES: What attorneys do you communicate with, the attorney -- is it Matt Blair?

ATTY. BENEDEJCIC: I'm not sure.

MR. HARVEY: I believe it is, sir.

ATTY. RIES: Okay.

MR. PETERSON: Do you guys have any questions?

MR. CZECK: I don't have any. I mean, this would be a -- no one else in the Village has this, right? Everybody is in our system, correct?

MR. PETERSON: Everybody is in our system in our area, correct Cindy?

MR. SULLIVAN: On the east side?

MR. PETERSON: On the east side, yes.

MR. SULLIVAN: And when we put the system in Trumbull County sued us and said that they wanted the system, and the Village spent over a million dollars protecting the \$18 million that we spent putting the system in. And not only did they sue us, but then we wound up in Federal Court in Warren and then they went to appeals court and they lost there. And I would hate to give part of that away after that fight. And I don't know what that would do if there would be a further customer that would come in, say on the other side of Hallock Young, and we would go through the same thing again. That would be my concern.

MR. PETERSON: I have some questions, my first question being the biggest concern. What if the NPDES permit is ever revoked or has an issue and they're Trumbull County's customer, so we would lose out on all that revenue. Is that a correct statement or an incorrect statement?

ATTY. RIES: Well, I guess it depends on --

MR. HARVEY: That is something that would also be able to be addressed within the document that would be drafted and protecting the Village from that type of situation. We would be then having to come into the Village with that volume of the wastewater going out if that permit was to be lost. We could definitely put that within the confines of the document that would protect the

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

Village in that incident.

MS. SLUSARCZYK: But would the County sign off on that document, give them up?

MR. HARVEY: Well, I think -- I think, you know, this being sewage versus, you know, the wastewater, they're kind of two different situations. I mean, even like storm water, processed water and sewage are all separate issues even within the PTI; and so, I think they would be recognized as separate issues by anybody because sewage is the sewage, process water is process water and the storm water is the storm water.

MS. SLUSARCZYK: I disagree. Whether it's processed water or sewage, it's still going to end up at the Warren treatment center. And I don't think the County's going to delineate between clean water and dirty water as giving up that volume of customer.

MR. PETERSON: I guess my second question would be -- we can look into that a little bit more, Matt, if that's okay with you -- is I know LEC did go through wetlands to connect into Hallock Young. Why -- I guess, why it's an issue for you guys to do the same thing LEC did.

MR. HARVEY: It's an extension, it's a permitting process. It takes a considerable amount of time, a lot of process to go through getting that permit. It's just -- it's a time constraint and a money constraint.

MR. PETERSON: Okay. Chris?

MR. KOGELNIK: In review of this and the consideration of cost, the cost obviously is something that the BPA would have to determine. But from the standpoint of flow, that's a secondary level of importance on this. If we were talking about, you know, then hundreds of thousands of gallons of flow it would be a much different situation. So, I don't have a problem with the offer that they're suggesting. I do have some concerns and thoughts about, you know, what we talked about having a deed restriction because I'm not so sure that the County will just unilaterally say okay.

MR. SULLIVAN: Yeah.

MR. KOGELNIK: I just don't see that happening. Here's the real concern, and we made this really clear with Trumbull Energy Center at the beginning. There's about 250 acres back there on Henn Parkway that's prime industrial land. And you know, LEC went through, you know, the aches and pains of connecting and they did. And we worked with them from day one in order for them to, you know, build that new connector sewer all the way to the east side system. We did that, we upgraded all of the sanitary sewer system in the east side system to accommodate them. Big effort. In this particular case we talked with the Trumbull Energy Center folks from day one, we said you have to connect to the east side system. It's even written in the OPSB document, I think. And it didn't happen, and here we're talking about an offer, you know, of basically cash and a promise that when you cease to exist that you would tell the future owner I don't know what. It's going to be left up to the Village to steer the future owner to connect to the east side system. And so, you know, it's more of this is something that a lot of people don't really understand except for this Board. When you're a municipality, a city, a township, et cetera you don't make your biggest amount of revenue off of the backs of your residents, you make it off of industry. It's not a secret.

MR. HARVEY: And we're here to pay for it.

MR. KOGELNIK: Right. So -- but \$25,000 for that prime industrial land is what I'm trying to tell you in the future is going to mean something if TEC ceases to exist. So, it's really going to be important for the Village to have that connection to the sanitary sewers in the future.

MR. HARVEY: Then I don't think I have -- and I think it's protected with the language we're talking about with the Village and TEC. And to say that it's part of the OPSB is a bit misleading. There's a blurb in the OPSB that does say it talks about the benefits to the area speaking of the whole area, and the OPSB doesn't take exception that we're going to Trumbull Energy Center or to Trumbull County from --

MR. KOGELNIK: What do you mean it doesn't take exception to --

MR. HARVEY: It's not a confinement within the OPSB for us to go to

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Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. KOGELNIK: So, when you write that in the OPSB it doesn't define who you're going to connect to.

MR. HARVEY: It doesn't define that we would connect to it. It speaks to it's a benefit if we connect to that sewer.

MR. KOGELNIK: That's not how we read it.

ATTY. RIES: No, well it's -- the certificate says that the option is to connect to Lordstown's sanitary sewer system. It doesn't mention Trumbull County at all when it talks about the benefits to the area. It doesn't contemplate Trumbull County's sewer lines.

MR. HARVEY: There again it's not the guiding document for where we can connect to. That document isn't the guiding document. And I believe we've presented the document and our position that we have multiple places we can connect to and/or we could put in an industrial sewer on our site.

MR. KOGELNIK: Yeah. All right. Well --

MR. HARVEY: And as far as you know, putting the money on the residents' back, I agree. And that's why we're here today offering options is that, you know, given that we go to Trumbull County we're going to be paying Trumbull County, we don't want to short the Village and its residents of any revenue. The revenue that's going to come is going to be off of that sewage, and I do believe that it's going to be protected with a legal document that can protect the Village.

ATTY. RIES: Do you guys already have an executed agreement with Trumbull County or --

MR. HARVEY: We have not executed an agreement. We have a document that says they are willing to execute an agreement with us.

ATTY. RIES: Okay.

MR. KOGELNIK: To Mr. Peterson's point, you had a question about the NPDES. Currently the PTI is written as a --

MR. HARVEY: We're comfortable where we are with our permitting.

MR. KOGELNIK: I have a point here to make. After the NPDES permit is renewed, will the condition be removed? Will your condition as being required to have a PTI for your sanitary sewer connection to Trumbull County be removed? Typically, it is.

MR. HARVEY: No. The PTI includes the sewer.

MR. KOGELNIK: Right. What I'm saying is there are conditions in NPDES permits that are sometimes written in there for an entity to be required to do something by a certain amount of time. You were given 12 months to create a PTI application to submit to the department. After you get that connection made to Trumbull County --

MR. HARVEY: We can't make the connection until we receive the PTI. We can't make the connection to anybody until we receive our PTI.

MR. KOGELNIK: I realize that. But after -- NPDES permits are renewed every five years. After your condition is satisfied, that will no longer be part of your NPDES permit. If the NPDES permit ceases to exist, that requirement will cease to exist. Do you follow me?

MR. PETERSON: Uh-huh.

MR. SULLIVAN: So we would need language from Trumbull County.

MR. KOGELNIK: My concern is this, I stated it before. The offer seems pretty good for right here and now. My concern is that in the future, if TEC should cease to exist then what happens to the permitted discharge from the industrial process waste that goes to the stream? Does that permit also cease to exist?

MR. HARVEY: Yes.

MR. KOGELNIK: Okay. That needs to be crystal clear.

MR. HARVEY: That's correct, sir.

MR. KOGELNIK: If that's the case, I don't have any issues.

MR. HARVEY: It would have to be re-permitted; the whole process would begin again.

MR. KOGELNIK: I just -- I understand what you're saying there. It's just this is a very unusual circumstance because we felt we guided the TEC into understanding what the required expected connection would be. And here we are at the very end and we're trying to figure out whether or not an offer is good enough. And you know, I can't say it any more clearly than that. If it gets down

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

to dollars and cents, then it's this Board's decision. But if you can articulate that on paper when you go to explain that deed restriction then I think that would be helpful for not us. But the people that are going to -- like Matt said that are going to be up here --

MR. HARVEY: Yeah. You know, with regards to, you know, the backs of the citizens of Lordstown, you know, Trumbull Energy Center/CEFT have been very generous from the very beginning. We've got over 14 -- over \$15.5 million dollars in donations to the Village and to the people of the area over a 15 year period. We've also -- you know, we were looking for solutions as we're here now looking for solutions. We were looking for solutions when we started discussing open cuts. It was TEC that heard a need in one of your meetings, we took that back to internally and we discussed it and said how can we help the Village, you know, do something and also, you know, show that we're good partners and players within the Village. And that we needed to get some support from the Village with our open cuts. We spent 270 -- close to \$270,000 taking care of these valves and things helping the Village. We've continually given donations to the fire department, to the police department, and it's a relationship that we've been building since we've been here; and it's a relationship that we want to continue to build as well. So with regards to you know, the -- to the residents of the Village and respect for the Council and the members of the Village leadership is, you know, we're here and we want to continue to have a good relationship; and we're asking that you'll take this into very serious consideration and look towards working with us to give us an option to move forward.

MR. CZECK: Now where does the other energy center -- where does their line run through?

MR. KOGELNIK: Their line runs parallel to the back property line of the residents along Goldner Lane.

MR. CZECK: Why can't they tie into that?

MR. KOGELNIK: We talked about that. There was a --

MR. CZECK: Such a low volume.

MR. KOGELNIK: Right. But that line, there are some administrative and environmental issues that are in the way of that, one of them being the stream crossing, the other one being that that line was strictly permitted based on LEC's outflow and discharge.

MR. HARVEY: And another thing, sir --

MR. KOGELNIK: They would have to sign off on it.

MR. HARVEY: It sounds like, you know, a pretty easy solution, it really does. From a high level it looks like hey, we just tie in. But then you also got, you know, two entities, two separate power plants and changing of ownership if somebody happens to LEC. I mean, it can get really sticky, you know, rather quickly, if you could even get the two companies to sit and have a reasonable discussion and an agreement to do so.

MR. KOGELNIK: Yeah. We did think about that. We -- at the time Steve was with you and we pressed Steve for that answer. We came to understand that that was the situation. But then that's where the thought and concept of connecting to the east side system along State Route 45 and Hallock Young Road came from.

MR. SULLIVAN: Is Steve back?

MR. HARVEY: Steve is back and has joined us as a consultant on things, yes. He didn't resume the role that he previously had.

MR. KOGELNIK: So, will you, the attorney for Clean Energy, be summarizing this and just a document to the Village, a letter clarifying your offer?

ATTY. BENEDEJCIC: Yeah. I mean, we can put together some type of letter expressing what we're agreeable to and putting it into a deed covenant, and we can circulate some type of draft of the covenant that we would propose to record.

MR. KOGELNIK: Will you be connecting in with Trumbull County, to ask Matt's question.

ATTY. BENEDEJCIC: I mean yes, we can certainly get in contact with Trumbull County and see if they are willing to enter into the agreement. Obviously, we can't speak on their behalf as to willingness to enter into it, but we can do that.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. SULLIVAN: I would think that would be key.

ATTY. RIES: That's why I asked if you guys had a fully executed agreement with Trumbull County out yet. That could still be a provision not only in documents drafted for us, but in a provision with Trumbull County. Because they are going to be the wild card, they are going to be the one that stands to lose revenue four years into the future and giving everybody a hard time. I can see going to court trying to enforce a declaration or restrictive covenant and, depending on your judge, they could say look, they are already connected to Trumbull County, we won't force them to disconnect. You just don't know what a judge is going to do with that. There is a lot of equity the new owner would say. The only party who would object to this -- and if Trumbull signs off on an appropriate release and consent to that going forward, that would go a long way to resolve the issue and you guys could use that in your negotiations with them for your current agreement to make sure those provisions were built in.

MR. CZECK: Based on those volumes, I don't want to set a precedent. Because once we let that go, now we create other problems. May not, but it can. And that's the only problem I have with this.

ATTY. BENEDEJCIC: Well, and we think that the covenant would establish that goal of not allowing others to follow suit and trend with that; and obviously it's more than just a promise to not connect in the future but it's clearly binding, those two not being able to connect in the future.

ATTY. RIES: It would run with the land basically, and anyone who purchased the property would be on notice of that before they bought it.

MR. CZECK: Don't want to create a problem down the road. That's the only thing I don't want. I don't care about how much money or that it's down the road.

MR. SULLIVAN: The only way that you could be secure that that wouldn't happen is if Trumbull County buys into the agreement.

ATTY. RIES: It's probably not the only way, but it's one less risk of a fight or objection down the road. It's -- you're going to have a good shot at any type of covenant like that is going to be enforceable between the Village and the new purchaser of the property. But to have Trumbull County on board, or at least consenting or acknowledging that, it would be one less battle. They would be the only ones that will fight it at the end of the day. There are ways that a landowner can challenge a covenant as well to try to have them declared unenforceable. And so that's why we'd want to make sure that any potential objecting party is signing off on this.

MR. CZECK: Yeah. Other than that, I mean I don't have a real problem with it. But I want to protect the Village.

MR. HARVEY: Understood.

ATTY. RIES: One example would be let's say we do have a covenant -- restrictive covenant on this property. All of a sudden new businesses over the next 40, 50 years are connecting to Trumbull County within the Village. There is some local precedent to say all of these surrounding properties have been allowed to do it, where a judge might say I'm not going to enforce it because that's what everybody else in this area is doing as well. That's something to keep in mind, and that's one more reason I would want to have Trumbull County's blessing on this.

MR. PETERSON: I would say does anybody on Council or the Mayor have anything to say on this. Do you guys have any questions or anything?

MAYOR WOODWARD: I think that just making sure that the residents' rates are not increased as a result of this. I mean, it's very easy to say you've given money to the fire department, you've given money to the school, but that doesn't affect the residents' rates, their sewer rate in the end of things. So, you know, that's all I want to protect, and that's what I want to see protected is that the residents are not picking up and subsidizing.

MR. HARVEY: I guess with that consideration I think you may want to be looking at Option 2, that's the second option, is that what we would do -- we would be doing the annual flow using our meter and then paying you annually, so if there was an increase in your sewer rates that would reflect each time so the money would increase every time rather than the full-time one time settlement.

ATTY. RIES: There is a true-up under Option 1 as well, but it's like every 10 years.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. HARVEY: I believe so, yeah. I mean, we're negotiable on that type of stuff too, Mr. Ries.

ATTY. RIES: Okay.

MR. PETERSON: I would say if the Board is agreeable work with them, present us with something in writing and -- you know what I mean -- and we'll kind of go from there. Are you guys okay with that?

MR. SULLIVAN: And we got to take a look at it, maybe give them a counter.

MR. PETERSON: Yeah.

MR. HARVEY: So, Option 1 we did assume a 6 percent increase. But we can visit that, you know, come to an agreement with that too.

MS. SLUSARCZYK: For the Board's -- after we took on Lordstown Energy Center the water department had a 47 percent rate increase. We can't predict the rate increases on residents after these contracts are signed. When TEC came to town it was with the understanding that they would get Warren water as our customer and sewer was coming to the Village. They eliminated the Village with the City of Warren for water, and now they are eliminating the Village for the sanitary sewer purposes. You're giving up customers. I don't even see how the E.P.A. can permit them to go to another entity when we have debt on the east side sewer system. The E.P.A. has not yet, but they do mandate for water utility services asset management reports every year, metrics report that it's financially balancing us, making sure we're balanced. And they oversee that we're doing that. But on the sanitary sewer it's not in effect yet, it's not out there, but it's the same principle. We have to keep our customers in our system; we have debt on the east side sewer system. How can you give your customers away. Protect it. But if -- when this agreement comes and if the Board doesn't like it, in two months from now they will say well, we don't have time to go back. I mean, this is -- this has been playing out for two years. So, you're giving them less time to get a permit if you want them to connect to our east side sewer system. At what point or how long do we go before they say well, we don't have time.

MR. HARVEY: To the -- losing the customer, I mean, that's why we're here talking about options so you're not losing a customer, you're still getting the revenue off of it. There's no loss of revenue so it's no loss of a customer. It's being paid. We're willing to look at all the increases and we'll make adjustments as necessary to keep up with the increases to the costs.

MR. BOWEN: Chris, I think the language in this is going to have to be very, very --

MR. PETERSON: Very precise.

MR. BOWEN: -- very specific with Lordstown, tech, Trumbull County, so that -- I mean, protecting our residents, I agree we definitely don't want to set a precedent for this. And I mean, we need to be very sure about --

MR. SULLIVAN: I mean, we can't get Trumbull County to answer a phone call.

MR. BOWEN: I know. It's going to be a -- yeah, Mike, I -- yeah. But I mean, in order to proceed and everybody feel good and -- you know, and to let our residents know that we're looking out for them at the end of the day when this is signed or whatever is done, I mean that's we have to be very --

MR. PETERSON: Very mindful of the language.

MR. BOWEN: Yeah.

MR. HARVEY: We're willing to work with that as well. We understand it and understand the necessity of it and the concern of the Village on it. And I'm confident that our legal team and the TEC team, we would be able to reach out to Trumbull County, we can draft up the language and get that done. We won't sign an agreement with them until we can make sure that that's within the confines of the agreement. And is this something that has to go in front of Council after this is all -- will this go to Council?

MR. PETERSON: No this is all us. We're within the Village, yeah.

MS. SLUSARCZYK: Within the Village.

MR. PETERSON: Yeah. My personal opinion, if Trumbull County's not a party I'm not really wild about it because I agree -- I mean --

ATTY. RIES: Well, if Trumbull County says there's no way we're ever going to sign that, we know they will fight it down the road.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. PETERSON: They showed their hand.

MR. KOGELNIK: The reason why I think we're bringing that up is because we've already --

MS. SLUSARCZYK: Been down --

MR. KOGELNIK: We've already seen Trumbull County's hand on this one. They sent -- they were in the e-mail with the Ohio E.P.A. on that. So, they've tipped their hand. That's the concern.

MR. PETERSON: Okay. Well, I would say let's work on it and -- and we have a meeting in two weeks. Would you have something ready by that time?

ATTY. BENEDEJCIC: Yes.

MR. PETERSON: Or just to keep things moving.

ATTY. BENEDEJCIC: We can at least get a draft together, what we propose and workshop it if we have to.

MR. PETERSON: I guess while we're discussing that, the bulk water. I know the agreement ran out July 31. I'm sure you guys aren't taking any more bulk water.

MR. HARVEY: That's not us. We don't have that account. That's with Gemma.

MR. PETERSON: That's with Gemma. Okay.

MR. CZECK: Why, that was --

MS. SLUSARCZYK: That is correct. But the invoice from last month is past due and the water is still on. So, I know it's not their agreement, but if you shut the water off there tomorrow it will affect them.

MR. PETERSON: Yeah, it will directly --

MR. HARVEY: It won't affect us.

MR. PETERSON: It won't affect you guys?

MR. CZECK: You might want to mention to Gemma.

MR. HARVEY: We've put them on notice to look at their bulk agreement. If they want to keep using it, they have to reach out. They have a few more flushes they're doing.

MR. KOGELNIK: Do you know approximately how much, what volume?

MR. HARVEY: I don't know.

MS. SLUSARCZYK: For when, this last month?

MR. KOGELNIK: Yeah. Just as an example so that we understand the magnitude.

MR. HARVEY: And it fluctuates quite a bit.

MS. SLUSARCZYK: 40 -- about 4,500,000 gallons.

MR. KOGELNIK: Over a month?

MS. SLUSARCZYK: Uh-huh.

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

MS. SLUSARCZYK: And that was last month. The month before that I believe was greater. The delinquent bill is greater.

MR. KOGELNIK: Yeah, you might want to talk to them about that.

MR. PETERSON: Darren, that is Warren's water, correct? Warren's water line.

MR. BIGGS: Correct.

MR. PETERSON: If we have to turn that valve off, we would have to tell Warren.

MR. HARVEY: The bulk water agreement that you're talking about is in the panhandling. That's the 4-inch line. That's the Gemma line.

MS. SLUSARCZYK: No, no. Gemma's line is the Warren 16-inch connector off of State Route 45. The 4-inch line is TEC's line.

MR. HARVEY: Yeah, that's our line.

MS. SLUSARCZYK: The 4-inch is yours. We're talking about --

MR. HARVEY: That's not Gemma.

MR. PETERSON: The 4-inch is fine. We're talking about the Warren line; correct, Darren?

MR. BIGGS: Correct.

MR. HARVEY: Why would you be wanting to cut that line?

MR. CZECK: They're pulling water off of that.

MR. PETERSON: They're pulling water off of that.

MR. CZECK: Warren bills us, we bill them. And they are behind.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. HARVEY: We can take care of that behind.

MR. CZECK: Well, we're just saying --

MR. PETERSON: But their agreement ran out on July 31 is what I'm saying. Can they contact us --

MR. HARVEY: That's a separate meter reading system.

MS. SLUSARCZYK: It is, I agree.

MR. HARVEY: It's not theirs, it's ours.

MS. SLUSARCZYK: What are you saying is yours, the 4-inch?

MR. HARVEY: The 4-inch was the bulk water for Gemma. The cross-over line is Trumbull Energy Center.

MS. SLUSARCZYK: That water is purchased on the cross-over line by Gemma. That is the bulk water agreement with Gemma is what he is saying is the cross-over line.

MR. HARVEY: I'll have to look at that.

ATTY. RIES: It is. When we were here when Mr. Remillard was here, we specifically -- he was asking for that line to connect for construction water and specifically said that could be in Gemma's name, and that's how the bulk water agreement was prepared in Gemma's name for this.

MR. HARVEY: I'd ask that we can look at this, Matt, and take a look at that please.

ATTY. RIES: Okay. Yeah, absolutely.

MR. CZECK: Is that all we had to put the deposit down for that, that \$35,000 I believe.

ATTY. RIES: It wasn't prepared by the lawyers. It's the form that they use at the office. It's a handwritten agreement basically with Gemma and Village of Lordstown to connect. I think it's a one-page bulk water agreement.

MS. SLUSARCZYK: That's correct, Matt. And it runs through --

MR. SULLIVAN: And normally you would have shut it off by now; is that correct?

MS. SLUSARCZYK: That is correct.

MR. PETERSON: So, is TEC technically a customer yet?

MS. SLUSARCZYK: No.

MR. PETERSON: Okay.

MR. HARVEY: I'm lost on that one.

MR. PETERSON: So, you guys haven't filled out an application to actually become a customer. We have a contract with you, but that's during normal operations I'm assuming.

ATTY. RIES: Correct. The construction water is -- going across 45 is for Gemma only, 100 percent, because that's what we discussed when Steve Remillard was here and that was the agreement that was made with him was in Gemma's name because it was Gemma doing the construction.

MR. PETERSON: So, are you guys saying that you now need the water?

MR. HARVEY: We're still using that water, the cross-over.

MR. PETERSON: So, you guys are using water on the cross-over and Gemma is just paying for it?

MR. HARVEY: That's correct.

MR. PETERSON: How does that work?

MR. HARVEY: You're talking about losing revenue. I don't want to lose that revenue, I would hope not.

MR. KOGELNIK: Exactly.

MS. SLUSARCZYK: They're not paying the bill. The bill is not paid.

MR. HARVEY: We can get the bill paid.

MS. SLUSARCZYK: It's past due.

MR. CZECK: You need to address with Gemma or if you could --

MR. PETERSON: We need a current agreement.

ATTY. RIES: The agreement could be extended; it would just be a new agreement that looks like the one that was already prepared. Again, this wasn't the lawyers that prepared the agreement, this was prepared out of Cindy's office. And we would just need to have a new time frame if that's what you guys want to do.

MS. SLUSARCZYK: And this agreement was -- the deadline was set on that agreement based on what they were doing with the sanitary sewer, which we

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

recently found out the sanitary sewer is being disposed of into Trumbull County's system.

MR. HARVEY: It hasn't yet, but it is.

MR. BIGGS: It's being dumped into Trumbull County.

MR. HARVEY: That's incorrect. That's not sewage at all. That's not an agreement with TEC at all. So, we're getting into these --

MR. BIGGS: Who's it going into then, Ted?

MR. HARVEY: We're getting entities confused and services confused. That is something that you need to discuss with Gemma, and Gemma has what they're getting. It is -- Gemma's a separate entity from us. It is not sewage, it's flush water that they had, they are no longer going there. That was for a period of time, that is over. They're not sending anything through that line right now and haven't been for over a month. They're not sending any water over that line. But the water -- we do need to continue with that water, and it's excellent revenue. I would hope that we don't want to, you know, cut our noses off to spite our faces with revenue.

MR. PETERSON: We don't mind. But if it needs to be switched over to you, you guys need to come in and sign an agreement with Cindy for the water.

MS. SLUSARCZYK: Can they sign an agreement for the water without knowing what we're doing with the sanitary sewer?

MR. KOGELNIK: That's why the Ohio PTI process exists.

MS. SLUSARCZYK: Exactly. We got the cart so far before the horse we don't know where we're going.

MR. KOGELNIK: You typically -- when you build a facility, when you put a neighborhood in, you apply for permits to understand, you know, where the wastewater is going to go. And in this particular --

MR. HARVEY: We know where our wastewater is going to go from TEC. Gemma had wastewater, they had to take care of it. Contractually it was not our wastewater, it's Gemma's wastewater. Gemma had to take care of their own wastewater.

MR. KOGELNIK: Okay.

MR. HARVEY: Trumbull Energy Center takes care of our wastewater. We're not generating any wastewater.

MR. KOGELNIK: We hear you.

MR. BIGGS: So, the two accounts, basically the water and wastewater is Gemma. That's what he's saying?

MR. HARVEY: Well, Gemma was using it for a period of time for the construction, but we need to continue with some of the testing. And if Gemma's not paying the bill we'll pay the bill, we'll fill out the paperwork do whatever we got to do.

ATTY. RIES: I mean, depending on what you guys want to do you could extend the bulk water agreement for a certain period of time while we get this negotiated. But I think it would stay in Gemma's name though, right?

MS. SLUSARCZYK: Yeah, Matt, not -- keep it in Gemma's name.

MR. HARVEY: That's fine.

ATTY. RIES: If you want to do that. I'm just saying what options are.

MR. PETERSON: The only issue I have with extending it is, number one, they haven't paid the bill, you know what I mean. We're going to dig ourselves a hole.

MR. HARVEY: Chris, I can take care of that very quickly. That's not going to be an issue.

MR. PETERSON: And the second question would be on Gemma's side, would be the wastewater -- where is the wastewater going, which is a question we've asked since day one.

MR. HARVEY: They're not generating any now.

MS. SLUSARCZYK: If Gemma doesn't have an agreement with Trumbull County and something was put into the sewer system there, should I be billing sanitary sewer against that water?

MR. PETERSON: Correct, yeah.

MR. HARVEY: All I know is Gemma had an agreement with Trumbull County. That was all on their own behalf, their own doing. TEC had nothing to do with

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

it.

MR. KOGELNIK: Can you send us a copy of that?

MR. HARVEY: I can try and get that copy.

ATTY. RIES: And who's Gemma's representative or their attorneys, because I've never had any communication directly with Gemma. Frankly, when we were dealing with Steve Remillard -- I'm not saying he represented Gemma, but he kind of acted on their behalf and made representations for them. So who is the person at Gemma that we should contact?

MR. HARVEY: I can get you the name of their legal if you'd like.

ATTY. RIES: Yeah, sure. It would be good just to have that line of communication if there are issues that pop up.

MR. HARVEY: All right.

MR. PETERSON: So until next meeting --

MR. CZECK: They're going to check with Trumbull County and get that, even though it's not their bill but they can get it cleared up I'm sure.

MR. HARVEY: I'll get the bill cleared up. So do we come back in and see Cindy for the extension, do we bring Gemma?

MR. PETERSON: Yes, I would say.

MS. SLUSARCZYK: And the period that they can extend to, would that be August 31 or --

MR. CZECK: Where are you at with that?

MR. HARVEY: I would suggest that we go, you know, for a little bit so we can get that, you know, resolved. If we could go several months, a couple months.

MR. KOGELNIK: Do you want to think about that and then put that, you know, in an e-mail to Cindy to say we're going to need X-amount of time to do that?

MR. HARVEY: We want to give the Village enough time also to review the back and forth with the documents and everything. You know, that's what we want to make sure that we have. I mean, I think three months would help a ton.

MR. KOGELNIK: Well, didn't you say that are you going to -- is your first day of commissioning going to be beginning of next year?

MR. HARVEY: No, no. Commissioning, that's when we go commercial. They're beginning some of the testing now.

MR. KOGELNIK: Will that testing extend into December?

MR. HARVEY: Yes.

MR. PETERSON: And that is you guys, not Gemma?

MR. HARVEY: Well it's us, but Gemma doing it on our behalf, the testing.

MR. PETERSON: So Gemma is doing it on your behalf?

MR. HARVEY: The testing. So our contract with Gemma, there's certain things that is Gemma's, their division of responsibility. We have our division of responsibility, and some of those divisions of responsibility of ours Gemma performs on our behalf. Others are Gemma performs on their own. It's identified in our contract with the D.O.R., division of responsibilities. And our water line currently with Warren -- you're familiar with the water line, Chris -- is that, you know, we've got pretty much all the water line in. We're doing our crossings and the railroads -- we still have to cross the railroads. And some of the delay we're receiving with the railroads is getting a flagger.

MR. PETERSON: I would say have Gemma come in, fill out paperwork for an extension, next Board meeting we would approve it.

MR. KOGELNIK: Yeah.

MR. PETERSON: And we can approve the timetable then.

MS. SLUSARCZYK: So what are we doing?

MR. PETERSON: It would have to be explained where the sewer is going in writing.

MR. HARVEY: Right. And there's no waste now. There's no waste being generated now.

MR. KOGELNIK: And it's my understanding that the retention pond for storm water and blow down, it doesn't have any discharge.

MR. HARVEY: It has no discharge, only storm water.

MR. KOGELNIK: Okay.

MR. HARVEY: And we have a storm water permit. But no industrial

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

waste is going into that pond. They have a lake tank that they are putting it in and it's being reused, it's being recycled. And the bulk of the water -- I'm sorry, sir. The bulk of the water is actually being evaporated into the air through the steam blows. It just -- it's a waste of water. I mean, we by it and put it up in the air.

MR. SULLIVAN: So where is the 400,000 gallons?

MR. HARVEY: That's the steam blows that I'm talking about, sir, the process that we're doing. So you blow steam into the atmosphere. You take all that water, it just evaporates, and we make up the losses. And then we recycle what water we can from the blow downs that you're speaking of, Chris. It's a process.

MR. PETERSON: Okay.

MR. HARVEY: And then we won't begin -- even if we had our PTI right now we wouldn't be going with wastewater, we would be recycling that water because it's expensive water, you want to squeeze everything you can get out of it. We've got demineralized trailers, carbon filters, and a host of our filters that we're refiltering and recycling that water.

MR. CZECK: Into Mud Creek. You're basically having no discharge.

MR. HARVEY: No discharge, no.

MR. CZECK: Recapture system.

MR. HARVEY: That's correct.

MR. PETERSON: Okay. Are you good with that, Matt?

ATTY. RIES: I think you guys need to vote to extend the bulk water agreement at least until the next Board meeting. And then if Gemma submits there's in that interim time period, I think that would be --

MS. SLUSARCZYK: That's what I wanted, clarification. Are we just letting it -- the one run or --

MR. PETERSON: Yeah.

MS. SLUSARCZYK: Are you requiring them to come in and get a new one now?

MR. PETERSON: They will come in and get a new one now, but you guys will extend it -- are you guys okay with extending it to the next Board meeting? So that would be, I believe, it's August 19.

MR. CZECK: Yeah.

MR. PETERSON: Yeah. August 19. So I guess I'll make a motion we extend Gemma's bulk water agreement to August 19. And they need to come in and fill the paperwork out, and just in case there is any wastewater explain where it may be going.

MR. SULLIVAN: They need to get up-to-date on their payment.

MR. PETERSON: And get up-to-date on the payment.

MR. CZECK: I'm sure they will take care of that.

MR. HARVEY: I'll come with Gemma tomorrow and we can come up there and fill out the paperwork. That will be taken care of.

**MR. PETERSON: I make the motion.**

**MR. CZECK: Second.**

**MR. PETERSON: Second by Czeck. All in favor?**

**(All respond aye.)**

**MR. PETERSON: All opposed?**

**(No response.)**

**MR. PETERSON: Motion passed. I think that covers everything.**

MR. CZECK: You have a lot to do.

MR. PETERSON: Chris or Matt, is there anything I missed?

ATTY. RIES: You're good.

MR. KOGELNIK: No.

**2. Rules and Regulations Governing Water Use and Service**

MR. PETERSON: Okay. Moving on to item number 2, Rules and Regulations Governing Water Use and Service. Any updates? Okay. Item number 3 --

MR. BIGGS: Chris, Chris, hang on. I don't know if this fits under that but I had it in my notes. I have a question about service line repairs, okay. In the past obviously curb box to main that's ours, okay. If -- but we happen

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

to dig up the curb box, it's right there, we would repair it, filling -- instead of filling it back in saying it's your problem. I guess my question is now how far away would we go from that, are we legally allowed to do that, and if we do happen to fix one on their side should we be charging for that?

ATTY. RIES: Who owns that?

MR. BIGGS: The resident.

ATTY. RIES: The resident. It's their --

MR. BIGGS: You don't know where the break is, Matt. So, we go from the curb box to the main is ours, curb box to the home is theirs. You don't know where it is, it's by the box. We dig it up, it happens to be three or four feet on their side. I don't want to hey, you got a break and I fill it back in and it's their problem but we're still paying for the water. We take care of it. I'm just wondering how am I going to know how far to go with that. Legally can I do that since it's not ours.

ATTY. RIES: So, you fixed the break without their consent?

MR. KOGELNIK: No, that's not what he's saying. I think you're saying also the site restoration.

MR. BIGGS: No, just the break.

MR. CZECK: And like on the other side of the meter.

MR. BIGGS: We don't know where the leak is. We see it coming up. Just because it's coming up in the ground doesn't mean it's not over there. We find out it's just on their portion of it; we dig it up. That's why I'm asking. So yes, it's their side; but it's our water running into their yard, we're paying for it. I fix it while I'm there instead of covering it back in and telling the resident we dug it up, we didn't fix it, it's your problem. So, I guess I don't know where to go with that. I think we probably need some --

MR. SULLIVAN: What do you do now?

MR. BIGGS: I fix it, Mike. I don't go that far but I don't dig a hole clear on their side. I dig it only where we're at, but if I happen to see it, I take care of it and we move on.

MR. CZECK: Because he's in the right-of-way.

MR. PETERSON: I shut the curb stop off, and if I don't hear any more water it's on their side. I don't know if that's the right way to do it or not, but that's how we do it.

MR. BIGGS: And I turn it back on and wait for it to be done.

MR. PETERSON: It's a ten-day notice.

MR. BIGGS: How many times does it come out of on your curb stop too.

MR. PETERSON: Yeah, it could be. It could be the connection to the curb stop.

MR. BIGGS: Which would be just because it's on that side. You basically have to dig it up to find out. Once I have a hole, I see the problem. I mean, that's why I'm asking for direction or where we should have that in, you know, in that I guess.

MR. PETERSON: There should be some clarification in there for you.

MS. SLUSARCZYK: Well, I thought we charged for the curb stop.

MR. CZECK: Clarify what you should do; yes, I understand.

MR. BIGGS: That's all I'm looking for, yeah, correct. You know, I mean I'm happy to do that. They would have to pay somebody anyway. So, if I'm there, I got the hole, I see the leak, I hate to -- I got a leak and put it back in but --

MR. KOGELNIK: Darren, does the same situation happen with sanitary if you have a problem with a sewer lateral?

MR. PETERSON: They're responsible to the main, correct. For ours they have.

MR. BIGGS: But we have grinders.

MR. PETERSON: So, you're responsible for the grinder?

MR. BIGGS: Yeah, yeah.

MR. KOGELNIK: Sounds like we should look at this again.

MR. BIGGS: That's why I'm bringing this up since we're going through these. I didn't want to forget about it. I don't want to do something I'm not supposed to be doing. But you know, to go get a resident and say right here's the leak, I can see it, I'm going to fill in the hole, that's not going to go over

**Village of Lordstown Board of Trustees of Public Affairs**

**August 5**

**25**

well at the next meeting. So --

MR. CZECK: Well, it's a public service.

MR. BIGGS: Well, if I don't do it though is what I'm getting at.

ATTY. RIES: It's precedent setting. It's something that the Village is doing, you know, without compensation as an act of kindness. But now it becomes precedent setting wherever one is going to expect that and it's not necessarily our responsibility.

MR. BIGGS: Just clarify where I begin and end or a little bit better to where I can go with that you know. And again, they would have to pay for it anyhow even if we were there. And you know, I'm not 25 feet onto their property, it's right there, okay. So even if we would fix it, if we would -- here's the repairs, here's the time. I don't know, I'm throwing it out there because they would still have to pay for it anyhow. But if I'm already there --

MR. CZECK: You're not talking you're there an hour fixing the leak.

MR. BIGGS: Correct. I mean, once we find it then it -- we should be good.

MR. CZECK: I understand. You'll have to bring that up.

MR. PETERSON: Yeah, we'll take a look at that.

MR. HARVEY: If you have nothing further for TEC we'll excuse ourselves and --

MR. PETERSON: I think we're good.

MR. HARVEY: And appreciate everybody's time.

**3. Niles Bulk Water Agreement**

MR. PETERSON: Item number 3, Niles Bulk Water Agreement.

ATTY. RIES: Based on my last communications with Niles the proposal -- and it's very much a hypothetical -- is to combine our two agreements with LEC and Niles just to make them one and how their rate's determined, I can mirror the language that we believe the way it should be interpreted, which I think the agreement's already pretty clear, but bringing them into one agreement. Niles is amicable to that. So that's on me to take the first step and drafting it and sending it over to Niles.

MR. PETERSON: Any questions for Matt on that?

**4. Trumbull Energy Center - Warren Water Line**

**5. Trumbull Energy Center - Sanitary Sewer**

MR. PETERSON: Items 4 and 5 we pretty have covered.

MR. SULLIVAN: I think so.

**6. Project Funding - Eastgate FY2026 ARC Pre-Applications**

MR. PETERSON: Item number 6, project funding. Chris, do you have any updates on any of that?

MR. KOGELNIK: No. I just -- I'm just, you know, suggesting heavily that the BPA and Council advertise for the RFQ.

MR. PETERSON: Yes, we're working on it.

MR. KOGELNIK: So that you do not miss the U.S. E.P.A. grant.

**7. Proposed Hallock Young Road Water Line Improvements**

MR. PETERSON: Item number 7, proposed Hallock Young Road Water Line Improvements. Any updates on that?

MR. KOGELNIK: Well, we're kind of pencils down on the plan review for Foxconn because of the news that everybody saw on Monday. And so most likely they will have to re-sign the master funding agreement and the two task orders. So, it sounds like the Foxconn team with Osborne engineering, who's doing the design over there, keeps on going with their work so that's a good sign. But anyways, yeah, we're in a holding pattern.

MR. SULLIVAN: What, did they merge with the other company?

MR. KOGELNIK: That's what we're waiting on.

MR. SULLIVAN: I thought there was supposed to be in another couple days a further announcement of what the product would be.

MR. KOGELNIK: That wouldn't surprise me. I mean, every day we turn the news on we probably are hearing a change over there. But you know, I don't

August 5

25

see anything that's really, really concerning right now. It's just that we shouldn't proceed without the responsible party that's intended to pay for the reimbursement under the master funding agreement.

MR. PETERSON: Yeah.

MR. KOGELNIK: We shouldn't proceed until the new entity signs that.

MAYOR WOODWARD: I did talk to Shane Brown yesterday. He assured me that this project was going to go forward as it's already been discussed, that Foxconn was still committed to that project and that nothing changes as of right now.

MR. PETERSON: I assume when a business gets bought, you're buying all the agreements they have.

ATTY. RIES: If -- depending. If it's an asset purchase agreement not necessarily. If it's a stock or actual entity agreement it could be, unless there's language that excludes the type of agreement. Typically, if you buy the company you buy the equity, the ownership of it, the stock or member units, yeah the agreement just transfers over. Unless the agreements have provisions in there about changing ownership, provisions that make them null and void. But if it's just a straight asset purchase then definitely not necessarily. I mean, it would have to actually be spelled out. If the -- did the owner of the real estate change?

MR. PETERSON: That's what the news said, but I don't know that for sure.

ATTY. RIES: Because the master funding agreement -- there's many Foxconn entities. It's the Foxconn entity that actually owned the real estate because that would be required to authorize this. So at least the party would have to be revised under the master funding agreement. My understanding is that Foxconn's in-house attorneys are making changes to this agreement, but I have never heard of anything.

MR. PETERSON: But as far as what you're hearing on your end --

MAYOR WOODWARD: That's what I was told, there should be no hiccups with this. They may change -- you may have to change the name of the entity, the responsible party, but.

ATTY. RIES: They may just be semantic minor legal changes, you know. Any time a lawyer gets a document it's just in his nature he has to make changes to it, you know. So --

MR. CZECK: Just as a question, nothing to do with this. But when Foxconn sold, obviously they made a profit. So, are they going to show a taxable amount so you can get your 1-1/2 percent for the Village? It's a business.

MAYOR WOODWARD: I don't know what the tax implications of this are.

MR. CZECK: You read the articles, and it shows they are going to reinvest it. But a profit's a profit.

MR. PETERSON: It was like \$58 million.

MR. CZECK: They sold it for some 300-some million.

MAYOR WOODWARD: So, listen, I don't know on that corporate tax level if those flow through back to Taiwan or if that stays here. I don't know how their tax flow works.

MR. CZECK: Well, the sale was here though.

MR. BOWEN: That's a good question.

MR. CZECK: That's something to look at.

MAYOR WOODWARD: Fingers crossed we get it.

MR. CZECK: They'll shove it under the rug, we didn't make any money.

MR. PETERSON: Any questions on that?

#### **8. Salt Springs Road Booster Station Relocation**

MR. PETERSON: Item number 8, Salt Springs Road Booster Station Relocation.

MR. KOGELNIK: That project continues on, and I think the last day of survey for our staff was today. So hopefully I will be getting you a copy of that survey soon. Design for this project continues on as well, and our staff know that that was kind of a seriously hard stop date.

MR. SULLIVAN: So, we're waiting on the estimate on the value of the property?

ATTY. RIES: No. So, we got that -- so my appraiser went out there

**Village of Lordstown Board of Trustees of Public Affairs**

**August 5**

**25**

June 13, and he submitted an appraisal of the property back to us. Two Council meetings ago I was authorized to make a purchase offer to the landowner based on that appraisal, which you're required to do as a prerequisite to an eminent domain action, and we have to give them 30 days. After last Council meeting I sent a letter out to the landowners. My process server delivered it to them on July 25 -- two Friday days ago, July 25. And so that we have to wait 30 days from July 25. But that pending offer has been made to them to purchase the property based on that appraisal subject to a couple of conditions. I have not heard from them since that letter was delivered to them.

MR. PETERSON: So, the next step would be if they don't answer it.

ATTY. RIES: File an eminent domain action. And if the past is prologued, they are not going to respond to that and they will go into default, which would streamline this whole process because they just don't respond, they haven't been very responsive to me in six months so -- but we made them a good faith offer. I put all the legal language in the letter just to cover ourselves about all their options, how to reach me, and the next steps so we've done everything we can do. It's just a matter of waiting for that 30 day window to expire. And hopefully they reach out to us, and if they don't we have to move forward with the eminent domain lawsuit.

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

**9. Imperial Sewer Agreement**

MR. PETERSON: Imperial Sewer Agreement. I'm assuming no --

ATTY. RIES: Nothing.

**10. Utility Department Building**

MR. PETERSON: Utility Department Building. Any updates on your end?

MAYOR WOODWARD: Council had asked me to present a conceptual floor plan for the library building with these departments moved over there. I did that. Nothing really came of it. It's kind of dead in the water right now.

MR. SULLIVAN: So the departments have already moved over there?

MAYOR WOODWARD: No. I did a conceptual floor plan on paper.

MR. SULLIVAN: And is the Water Department part of that plan or --

MAYOR WOODWARD: No. It would be -- it was tax, clerk, mayor, planning and zoning, and that was it. I mean, I wouldn't stuff much more in there. So --

MR. PETERSON: So they would move over there and we would take over the upstairs?

MAYOR WOODWARD: And it would leave an opening here. But that was as far as the conversation went and it kind of died after that. There's been no movement on it.

MR. PETERSON: Okay. Any more questions?

MR. BIGGS: I got one. When are we going to have movement on that?

MR. PETERSON: That would be a question to ask Council. That's not a good answer for you, but --

MR. BIGGS: But nobody is asking that question. There's no whatever, due diligence, you know we'll let it go, eventually, I'm just wondering. I mean, what are we waiting on?

MR. PETERSON: I will ask that question at the next Council meeting.

MR. BIGGS: Thank you, Chris.

MR. BOWEN: It's a good question because I don't know.

MR. PETERSON: I can do that. I'll ask at the next Council meeting.

MR. CZECK: For public access Village operations should be over there, one floor, in and out, no elevator. Because they have more public contact than anybody else.

MR. BOWEN: What I know is the Mayor did what we the Council asked her to do.

MAYOR WOODWARD: And then I got my head bit off for it.

MR. PETERSON: She did, I was there.

MR. BOWEN: She did.

MAYOR WOODWARD: So, I'm done. I can't do any more unless --

MR. CZECK: You can't sit on everything, you got to go.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MAYOR WOODWARD: The Council president should probably take the lead on this one because every time I take a step I get smacked for it.

MR. PETERSON: Is the building empty now?

MAYOR WOODWARD: It's empty.

MR. PETERSON: I didn't know if they were still moving stuff out or -- next Council meeting I'll ask.

**11. I&I**

MR. PETERSON: Item number 11, I&I. Any updates?

MR. BIGGS: Only thing I have is that still waiting for that representative to give us the one piece to see how it works just for the grinder part. I haven't received it yet.

**PUBLIC COMMENTS:**

MR. PETERSON: All right. Seeing no other old business, Public Comments. Any additional public comments?

**REPORTS:**

**1. Solicitor's Report**

MR. PETERSON: Okay. Solicitor's Report.

ATTY. RIES: No report.

**2. Engineer's Report**

MR. PETERSON: Engineer's Report.

MR. KOGELNIK: Most of our work has been on the coordination for the Warren water line, which is done and -- well, it's in the process of getting done. And then also for the State Route 45 booster station getting that survey and the design restarted. We've talked a lot about the future 24-inch transmission line. At the last BPA meeting, BPA gave an authorization for us to do additional HPR, hydro pressure recording, measurements and we have been doing that. But Alan was going to come to the meeting today and he had another meeting conflict so he couldn't make it. But he is on that project, Alan Fryger, and he is going to provide a summary to me tomorrow he said so that I can send it to you guys. We were hoping to have this done in person today, but it sounds like we have additional HPR testing we still have to do and analysis that we still have to do. And we're coordinating a lot of that with MVSD and I think, Darren, you're involved in some of those e-mails. So, we're in a holding pattern still. But we're working on it. And ideally we can get that put on paper and do the existing model and run the proposed model for the -- so that we're confident that we understand the future line is going to be 24-inch or 30-inch whatever. So, we're still working on that. And then yeah, I just -- I can't underestimate or understate the suggestion to get the project RFQ going for the future 24-inch water line design and construction. That's just time that you can use right now.

MR. PETERSON: Okay.

MR. KOGELNIK: I don't have anything else regarding funding. The only other funding that you would use on that one would be Ohio E.P.A. loan. The project is nominated and so, you know, the balance is going to most likely be through a loan through Ohio E.P.A. or OWEA. And we can't really go there yet until we go through the RFQ process, do the due diligence, that sort of thing. So, I don't have anything else. Does anybody have anything for me?

MR. PETERSON: Any questions?

MR. BIGGS: I'd like to add to that that the testing for that 24-inch I was out with Alan that whole day. It was an all-day event, let's put it that way, it took up most of the day. We did get a whole lot of data back that Alan could use. I did talk to him a couple times a day, I gave him more from what I had on the SCADA, talked to MVSD to try to get some of their information. The -- one of the big problems we ran into is because we got started later than what we anticipated, MVSD could not keep everything the same. By them giving us water they're giving Niles water too. They were -- they were going to overflow them over there, so we had to cut all of our stuff in half. Instead of ramping up and ramping down and getting all that stuff we had to cut it down. Alan was going to see what he could do with that, with the information that they had down there.

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

But it doesn't sound like MVSD was able to stay, it was only going to use the one pump, they were going to have Niles turned off, you know, whatever just so there was no fluctuation in any of our data. That did not happen. They -- we hammered them pretty good, and they had to adjust. So that's one thing that Alan I know was working with MVSD to figure out how -- if we need to do these tests again how we could make it where they're not changing anything, and all his data will be the same. So that's where we're at with that.

MR. PETERSON: I'm sure it's more complicated than that. But is it something as crazy and stupid as putting a valve in there to keep from feeding Niles when they are feeding us? Is it too powerful?

MR. BIGGS: MVSD supplies both of us and both at the same time. Both comes off the 24-inch line with two field valves whose headers will be around with the 20- inch.

MR. PETERSON: I get it.

MR. BIGGS: So, what it is, when they start pumping to us they're good, okay. When Niles is good, they shut down and that way we get gravity so we still get ours. But we get gravity from both Niles and MVSD. So, by having the pumps on, which we needed to see how much we could get as fast as we can for good data, that's when we raised Niles up way too high. So yes, it is an operational thing that MVSD -- I don't know if it's 100 percent obviously, but you're correct with that. There is more to it than what that is. I mean, they have their SCADA guy sit there all the time watching this stuff because of all the different things that they have. And why it was that way I don't know, that's the way they operate down there. To put it, there might be more to it than that, but it is a little more complicated. That's why they had switched when we were trying to get the recorded data. They had to --

MR. KOGELNIK: After the meeting can you come on over and I have this map on my screen.

MR. BIGGS: Sure, Chris.

MR. KOGELNIK: But hey, one other thing regarding the rules and regs. I did just look up the water rules and regs, and it is pretty clear on page six and seven about that delineation at the curb box, that the owner is responsible for any maintenance on that side.

MR. BIGGS: I understand that. But if I dig a hole and it's just on that side and say yeah, there's a leak and I fill in the hole, you might have problem, when the resident says you were right there, you had it dug up, you had everything marked, you went around all these lines that were there -- that's what I need them to help me with. I don't have a problem, I'm there. I take care of it.

MR. KOGELNIK: I understand.

MR. BIGGS: But also if it was on their side, if they let it go because it is theirs, that's on our dime. It goes through no meter except for the one that's being charged from Niles. We wait two weeks, three weeks, I got to go back. Do it, you were right there, you didn't do it, why am I worried about it. I just need something a little more specific.

MR. PETERSON: You need something putting a timeline on --

MR. BIGGS: That's what I'm looking for, yeah. So that's where I'm at. I know where I'm at, but I hate to bury that when I'm right there and water's just running out. What do you mean you had it open -- I can hear it from everybody in town. What do you mean you just covered it back up. Trust me, I don't care what the rules are, I'm not going to be the nice guy with that. I'm the idiot that did that. I just need a little bit more. Whether it's a simple thing we fix it with the cost because they would have to pay for it anyhow. At least if I have to dig it up to find out where it is, either charge them or we move on.

MR. SULLIVAN: I would think if you dug it up, the cost would be a lot less than if they call in a contractor.

MR. BIGGS: Agreed, yes. Agreed. It would be a benefit to them.

MR. SULLIVAN: It would still be a benefit to the homeowner.

MR. BIGGS: If I found it once, I dug it up, it was just on their side or whatnot. So just have a discussion while we're on this I'd like to visit that and get you guys' thought and maybe give me a little more specifics to go off of is I guess is what I'm hoping for on this one is all.

MR. PETERSON: Any more questions for Chris?

August 5

25

MR. SULLIVAN: Where is the 4.3 going?

MR. KOGELNIK: Hopefully in the pipe.

MR. SULLIVAN: Where is the pipe going?

MR. KOGELNIK: Well, we need to go through the due diligence, Mike, and you need to -- the Board and Council need to RFQ for the design services. Right now, I hope that we can use that \$4.2 million somewhere along the length that you're going to be building that.

MR. SULLIVAN: Well, I know that. But you know, we talked about coming right out of the plant, we talked about from here forward.

MR. KOGELNIK: So, you might have heard what I just said, and that is that Alan is working with MVSD to model the existing system and then to model the proposed system. By modeling the proposed system we'll know are we going to again connect to Niles' three force mains or one force main or two force mains in Niles or are we going to go back to the plant and make a connection directly there. And so, we haven't yet done that, Mike. We will. And that's what we want to put on paper or intend to put on paper.

MR. SULLIVAN: Okay.

### 3. Utility Committee Report

MR. PETERSON: Item number 3, Utility Committee Report. You got nothing?

MR. BOWEN: Nothing.

MR. PETERSON: Any questions?

### 4. Clerk's Report

MR. PETERSON: Clerk's Report, number 4.

MS. SLUSARCZYK: I just want to follow up in regards to the issue we had on Palmyra Road with the water, fire hydrant and the fire hose in the yard. As far as the office goes, nothing has been done. I don't know where the police department is with the situation. I understand the resident said he just flushed the hydrant, that he didn't take water. I just want you to be aware that we've done nothing in the office. If there's some direction that you want to provide as to what is next that would be appreciated, or are we just going to turn our heads to it? But what is the Board's wishes?

MR. PETERSON: Darren, do you have any updates on that?

MR. BIGGS: The only update I had is I went to the office and said hey, what is going on with this. I haven't heard anything. I didn't realize we were at a standstill. I asked Becky to get a copy of the report, which I think she did.

MS. SLUSARCZYK: Yes, I have the report.

MR. BIGGS: Okay. After that --

MR. PETERSON: So, we just need to follow-up with the police department and find out what, I guess.

MR. BIGGS: It's however you guys want to handle it. I mean, is it under a theft, charge him for the water, don't go do it again?

MR. PETERSON: You said normally if you find it you educate the customer and you charge them for an.

MR. BIGGS: It's under the bulk water and how much they would have taken or whatever. Our bulk water is a minimum of five thousand, Cindy, right? Correct?

MS. SLUSARCZYK: Uh-huh.

MR. BIGGS: So that's the minimum. So, if that would be --

MR. PETERSON: So, would it be your guys' wishes to charge the customer what we would charge for the bulk minimum?

MR. CZECK: Do you send the police over there, issue a citation? I mean, how do you prove what they took? I don't care if you filled up ten pools, how do you prove it? There's my question.

MR. PETERSON: You don't.

MR. CZECK: There you go.

MR. BIGGS: Stanley, you're correct. We don't know how much. We can prove that they did steal water. It doesn't matter if it was a gallon or 10,000 gallons, they stole water. That is absolutely. And they admitted it in this case,

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

so we know. I mean, the cover was off the hydrant, the hose was still laying there, the wrench was still there. I mean, this one was -- in other ones this has happened before where I've caught them doing it and I sent them right up there. I always felt a police report though, so I'm covered with that. The amount, no. That's why I'm saying that's the minimum we would charge if a customer came to us and we did the bulk water like we used to in the past, it's a minimum of 5,000 gallons. So that's something that we have to go off of, or we can go off of -- we already have a bulk water agreement that you don't have to guess on the gallons, guess on a price or whatnot. That was my suggestion before just because we already have that.

MR. SULLIVAN: Is that what it takes to fill up one of those pools?

MR. BIGGS: Well, it depends on the size of the pool. But the resident said he did not fill up the pool, he flushed the hydrant.

MR. PETERSON: I'm not getting that either.

MR. SULLIVAN: Good citizen.

MR. BIGGS: He's on the fire department, so apparently, he felt that he was okay to do that. Not our fire department, let me clarify that, not ours but --

MR. PETERSON: Not ours.

MR. CZECK: Well, I don't think there's anything in the rules and regulations saying if you tamper with that, which you're not supposed to anyhow, what do you bill them. There's nothing in there.

MR. SULLIVAN: No, it's not.

MR. CZECK: So, I mean, a minimum of -- a minimum of what? There's the question.

MR. BIGGS: That's why I mentioned it. That's the only thing that we have if we were to do that. There is nothing else. I don't know.

ATTY. RIES: It looks like he was charged with petty theft. I don't know. The question is how do you guys prove what actual loss it is?

MR. BIGGS: Create a minimum. Give you something to go by. If there's no meter you'll never know. Also, if it goes into a pool and then yes, we can do the math on that. Just to flush it out on the ground, without a meter -- unless we had a time and the flow rate and, you know.

MR. PETERSON: Yeah. Usually when you --

MR. SULLIVAN: There was a pool there, correct.

MR. BIGGS: Correct. He said he did not fill the pool, he flushed the hydrant. We did do a data log on his meter. His meter did go up big time that month to fill the pool. I can't argue that with that.

MR. BOWEN: Did he use a hose to flush?

MR. BIGGS: He's got a fire hose, a hydrant wrench. That's how it was discovered, the cap was off the hydrant, and the hose is still strung out across the yard. I mean, it was -- you didn't need a detective for this one.

MR. PETERSON: What is your guys' pleasure?

MR. SULLIVAN: So, what did the police department do?

MR. PETERSON: They have done nothing.

MR. SULLIVAN: Wouldn't it be up to the judge then to -- not us?

ATTY. RIES: No. I mean, it could be up to you guys too. This is a civil thing. The judge could order restitution also if he pleads guilty or finds him guilty. I don't know how the judge would be asking the same questions we're asking in terms of -- but a judge can just say since you don't know \$500, \$1,000. I mean, a judge can just hit him with a fine. And sometimes judges will be cognizant of that.

MR. SULLIVAN: I think we ought to go with what Darren's minimum --

MR. KOGELNIK: Yeah. Paul at one point, Matt, used to have a term called de minimis charge. And you know, could I create something where it's not -- it is based on something. Darren had time investigating this. And you know, if you stated that it takes a couple hours for the operations staff to determine what happened and all of that and come up with a charge, at least you've got a number.

MR. CZECK: You need a deterrent so -- it's a public system, period.

MS. SLUSARCZYK: If you use the bulk water agreement like Darren suggested, that 5,000 gallon minimum, and the \$25 fee for the month it's only

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

\$86.90.

MR. PETERSON: Yeah. I think it needs to be bigger than that.

MR. KOGELNIK: Yeah. It should be something that, you know, is \$500, \$750.

MR. PETERSON: So, do we just issue him money? I mean, would he be obligated to pay it, or do we have to go through the police department.

MR. CZECK: There's nothing in our rules about that. So how do you just -- this is after the fact.

ATTY. RIES: Yeah. I mean, if we issued like, you know, \$500 or something, there wouldn't be any enforceability to that because it's not in our rules.

MR. KOGELNIK: I was talking about going forward.

ATTY. RIES: The idea would be if he's being prosecuted, this is a misdemeanor, so he would go over in Newton Falls. I could reach out to Joe Fritz, the prosecutor, and say we want X-number of dollars as restitution for this. And he may, unless he's already pled -- I don't know if this guy's pled, this happened back in June. So, if he hasn't pled, we could just at least let Fritz know that we want some type of restitution and give him the amount. We don't have to worry about the calculation, we're in a criminal setting, it's a punitive aspect.

MR. CZECK: And we put something in our regulations about --

MR. PETERSON: Do you need a motion to do that or no?

ATTY. RIES: Just to reach out to Joe? Yeah, I do need a motion because I need to know what amount you want me to authorize Joe. And I don't know if Joe's even going to be able to get that. I'll at least ask.

MR. PETERSON: I make a motion --

MR. CZECK: \$250 would be okay with me.

**MR. PETERSON: I make a motion we charge the customer \$250 for the theft of water.**

**MR. SULLIVAN: Second.**

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

**(All respond aye.)**

**MR. PETERSON: All opposed?**

**(No response.)**

**MR. PETERSON: Motion passed.**

MS. SLUSARCZYK: The other thing I have, which is minor, is before the Board scheduled their or added the first monthly meeting or the first Tuesday of every month to the meeting schedule I had planned a vacation for the first week of September after the holiday week, which is September 2 is the meeting date. Right in the middle of my vacation.

MR. CZECK: Hurry back.

MS. SLUSARCZYK: That's what I said. It's interrupting it on the fourth day. If you know, often or historically the meeting prior to the fall festival was canceled because of the commitment of the Board at another Village function. So, my husband said can you find out if they're going to cancel it because he doesn't want to change the arrangements that we've made if, in fact, you intend to cancel the meeting.

MR. SULLIVAN: Well, when is the --

MS. SLUSARCZYK: It's September 2, Tuesday September 2.

MR. PETERSON: You're asking when the festival is?

MR. BOWEN: 12, 13, 14.

MR. SULLIVAN: So, you got a two-week vacation.

MS. SLUSARCZYK: Not a two-week vacation. My vacation would start the Friday before because Monday is the holiday, Tuesday would be the Board meeting, and then I'm off the rest of the week. So if you need me here for a Board meeting on the 2nd, it's right in the middle of that time.

MR. SULLIVAN: What I'm trying to figure out is there time in between when your time ends and --

MS. SLUSARCZYK: Before the festival? Yes, there is.

MR. SULLIVAN: So why don't we pick a date in that week?

MR. CZECK: We might be able to cancel it all together. Let's wait until next meeting. And we'll accommodate you somehow by either cancelling it or rescheduling it.

August 5

25

MS. SLUSARCZYK: That's why I brought it up early.

MR. SULLIVAN: We won't ask you to come in during your vacation.

MS. SLUSARCZYK: Truthfully, I was kind of doing that, and my husband is going really. And if I hear it one more time, I better ask to cover my butt. But it would be appreciated if we could make our arrangements. But that is all I had. The other thing I did have was the Gemma invoice and stuff, which was already covered. So, do you have any questions for me?

MR. PETERSON: Any questions for Cindy? Seeing none --

#### 5. Superintendent's Report

MR. PETERSON: Superintendent's Report, number 5.

MR. BIGGS: A couple quick things. The -- you probably seen we got an NOV from the E.P.A. about our metric that I have to do every year. Is everybody up to date? They pass it out to everybody. That metric is just how much water we take in, how much out, how many breaks, how many miles of line. They want you to keep track of that in case there's an issue on that. The NOV wasn't horrible. Our numbers weren't quite matching up between mine and every billing. We've been working on that, me and Cindy, turned it back in to them, everything is fine. Because I used my numbers and she has different dates with other numbers we were off, and the amount of water that comes through this town threw that off. Percentage-wise we were still good, everything was fine. The gallon-wise all they did was question it. Any time the E.P.A. questions anything it's an NOV.

MR. PETERSON: Exactly.

MR. BIGGS: That's where we were. It wasn't a big thing, it's corrected. The E.P.A. gave us a letter back. Hopefully everybody was in on it. We're okay. I just wanted to clarify that Cindy wrote them and gave the new numbers and we're okay. Is that clear?

MS. SLUSARCZYK: Uh-huh.

MR. BIGGS: Okay. I never know if that's clear enough, so I just wanted to clarify that. Interviews, next meeting would you like to put it on the agenda?

MR. PETERSON: Yeah.

MR. BIGGS: We'll have people here. I didn't know if you needed to or what, but I'll have people here.

MR. SULLIVAN: For two spots?

MR. BIGGS: Well, it will be three spots total. But --

MR. PETERSON: Three spots total. He would like to hire one at a time. So, he hires one, gets them kind of up to speed, gets it moving, then hires the next one, bringing in three people. With only two people in the department, I agree with you it's -- yeah.

MR. BIGGS: I don't see it working. I don't really want them spread out, but if it's a little bit I think it will help out.

MR. CZECK: How much longer have you got your summer help?

MR. BIGGS: This one is a little bit different. This one actually does not go back to school. He might be able to stay longer.

MR. CZECK: But you have enough money, you can run it for a while?

MR. PETERSON: You're good on summer help money in your budget.

MS. SLUSARCZYK: Thirteen.

MR. BIGGS: \$13 I think, yeah.

MR. PETERSON: Let us know if you get low on money.

MR. BIGGS: And 30 hours, so it gets spread out pretty good. And if he doesn't go to college, find another job or whatnot, there's a chance we can keep him, keep him busy, keep him through, which would be great.

MR. PETERSON: Is he interested in a full-time job?

MR. BIGGS: It depends on the day because he's mentioned it one day and he's pursuing other things.

MR. PETERSON: Okay.

MR. BIGGS: So, I don't know, you know.

MR. SULLIVAN: Or, maybe a permanent part-time.

MR. BIGGS: Well, exactly. If he is going to be around.

MR. PETERSON: We do have that permanent part-time position.

MR. BIGGS: But he just graduated, so he's looking to do something

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

more than that. But yes, I thought of that too, that we at least bump him into that if he went to college in the evenings or something, right. I got to wait and see what he does, you know, see how he feels, you know, about whatever. Oh, in interviews, what time would you like me to tell them to be here?

MR. SULLIVAN: After the meeting. No?

MS. SLUSARCZYK: At the end of the meeting, go into executive session.

MR. BIGGS: Just give me a time. If they have to wait a little bit no big deal. Is it 5:30, 5:15?

MR. PETERSON: It's 5:40 now, but it's a long meeting because TEC was here. 5:00 should work. But adjourn the meeting for a little bit and --

MR. BIGGS: That's fine. I wanted to ask you guys.

MR. PETERSON: I want to be respectful of their time too.

MR. BIGGS: One last thing, we had talked briefly about the full-timers' vacations now, what we're going to do with that if we actually can't get through them because we're staying and working but we lose that at the end of the year. We had talked briefly about it before, and we probably should make a decision.

MR. SULLIVAN: No, we haven't.

MR. PETERSON: No, we haven't made a decision.

MR. SULLIVAN: We haven't even talked about it.

MR. PETERSON: Asking, is it all right to --

ATTY. RIES: Well, hiring new employees, it still needs to ultimately be approved by Village Council.

MR. PETERSON: No, no. He's talking about the existing employees' vacation time. They're not going to be able to get through it because there's only two of them. And the ordinance says they can't carry currently over 40 hours. Can we allow them to carry over more or give them a cash pay-out for the remainder of their vacation, and does that need to go to Finance Committee, I'm assuming, for the --

ATTY. RIES: That would be changing the ordinance though and how it's set up, right?

MR. PETERSON: Correct. We only want to do it one time.

MS. SLUSARCZYK: Like a one-time exception.

ATTY. RIES: So, it would still have to go through Council because it's changing the benefits approved through ordinance. So, I mean, it would just be -- we would do it as a recommendation from the BPA and then, you know, a one-time amendment to the master benefits to allow that on a non-precedent setting basis because of the unique situation.

MR. PETERSON: Yeah. When's the next Finance meeting? Does anybody know?

MR. SHEELY: You'll have to get a hold of Bill.

MS. SLUSARCZYK: It should be next Monday.

MR. PETERSON: Next Monday.

MS. SLUSARCZYK: Should be 6:00 p.m.

MR. SHEELY: You'll have to get a hold of Bob.

MR. PETERSON: I'll call Bob.

ATTY. RIES: And I -- typically I don't prepare anything most of the time until I hear from the committee. So, I'll just wait to hear from the committee.

MR. PETERSON: Just wait to hear from the committee. Darren, what's your recommendation? I know you're kind of in it; but your recommendation is just a pay-out, not carry-over?

MR. BIGGS: If it's this year only pay-out whatever. We want to get through, start over fresh and go on.

MR. PETERSON: Before I go ask, is the Board okay with it?

MR. SULLIVAN: Yes, I am.

MR. PETERSON: Stanley, are you good?

MR. CZECK: We had talked about it. A lot of companies if you have 2, 3, 4, whatever you have, you're paid by the end of January. Now rather you take your time or not, that's up to you. So, if you want to work an extra 2, 4 weeks that year that's your prerogative, but you're paid off on your vacation. If you don't take it you -- it's up to you. So --

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

MR. PETERSON: Okay.

MR. KOGELNIK: It leaves less carry-over.

MR. PETERSON: Yes. Okay.

MR. BIGGS: That's all I had unless you guys had anything for me.

MR. PETERSON: Any questions for Darren?

MR. SULLIVAN: No.

MR. PETERSON: Seeing none --

MR. SULLIVAN: So, you bring three guys in and we pick one of them and it's close, do you ask one of them to come back when we do another interview or --

MR. BIGGS: I would think that would be the way to do it, correct, yes. Yeah, it's not to say -- I think our thoughts are if there's two out of three or even three out of three, you're hiring one and then see what else happens and then we might already have in mind. But who knows what else is going to come up. So, I would think you would have to do it again --

MR. SULLIVAN: Yeah.

MR. BIGGS: -- two weeks later. I mean, since we're two weeks now it's not that far apart, at least do it that way.

MR. PETERSON: Yep.

MR. BIGGS: Yeah, not that they're out, they just -- that round --

MR. SULLIVAN: If they're not close then --

MR. PETERSON: Yeah.

MR. BIGGS: Correct.

MR. PETERSON: Okay. Any other questions for Darren?

MR. SULLIVAN: No.

**MEMBER COMMENTS:**

MR. PETERSON: Member Comments. Any member comments?

MR. CZECK: I have one. I'd like to thank Chris here for he built a new library for the Village, a free library, and we put it up today and it's down there in front of the old school house. He did a lot of work on it.

MR. PETERSON: Okay, cool.

MR. KOGELNIK: It was fun.

MR. PETERSON: I didn't know that.

MR. CZECK: He made a donation.

MR. KOGELNIK: It was fun.

MR. PETERSON: Thank you.

MR. BIGGS: Chris, do you do big buildings like for water departments?

MR. KOGELNIK: No, Darren. I had nothing to do with --

MR. CZECK: He said he's out of lumber right now.

**ADJOURNMENT:**

MR. PETERSON: Seeing no other member comments, 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. Thank you everyone.

(Meeting adjourns at 5:43 p.m.)

Village of Lordstown Board of Trustees of Public Affairs

August 5

25

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 14th day of August, 2025.

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

Submitted By:

Approved By:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President