

February 3

26

RECORD OF PROCEEDINGS
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS
1455 Salt Springs Road, Lordstown, Ohio
February 3, 2026
4:00 p.m. to 5:36 p.m.

IN ATTENDANCE: Mr. Christopher Peterson, President
Mr. Michael Sullivan, Vice-President
Mr. Stanley Czeck, Board Member
Mr. Darren Biggs, Supt. of Utilities
Ms. Cinthia Slusarczyk, Clerk
Mr. Christopher Kogelnik, Engineer
Atty. Matthew Ries, Solicitor

ALSO PRESENT: Mr. Mark McGrail, Utilities Committee
Mr. Tom Cowie, Imperial Communities

RECORD OF PROCEEDINGS taken before me, DEBORAH LAVELLE, RPR, a court reporter and Notary Public within and for the State of Ohio on this 3rd of February, 2026.

MR. PETERSON: I'd like to call this February 3 Board meeting 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: Here.

APPROVAL AND CORRECTION OF MINUTES:

January 7, 2026

January 20, 2026

MR. PETERSON: Okay. Approval and Correction of the minutes from January 7. Did everybody get a chance to review them?

MR. SULLIVAN: Yeah. Make a motion to approve.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passes. Minutes for January 20. I'll make a motion we accept them.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

February 3

26

CORRESPONDENCE:

MR. PETERSON: Any Correspondence, Cindy?
MS. SLUSARCZYK: No.

PUBLIC COMMENTS:

MR. PETERSON: Any Public Comments? Okay.

NEW BUSINESS:

1. RFQs for the New 24" Water Line

MR. PETERSON: New Business. First item, the RFQs for the new water line 24-inch water line. Cindy sent the corrected document because I sent her the wrong one. This has been vetted through the engineer's office through Howell & Bairds. Are you good? The only thing we changed -- I didn't know if you saw it when she sent it out.

ATTY. RIES: Did you have the heading changed and the date?

MS. SLUSARCZYK: This is the revised one here, Matt.

MR. PETERSON: Yeah, we revised it up there. Sorry.

ATTY. RIES: And the project start date is March 9 for this?

MR. PETERSON: No.

MS. SLUSARCZYK: That's what it says.

ATTY. RIES: It says March 9. That's what I was wondering.

MR. PETERSON: I do have it as March 9.

ATTY. RIES: Yeah, that was one of my questions.

MR. PETERSON: Probably should adjust that. The problem is I don't know when the project start date will be but -- can you put TBD, can you put that on there?

ATTY. RIES: You can put an estimated start date. No, looking at the -- other than the start date I'm okay with everything looking at the revised.

MR. PETERSON: Okay. We changed everything you had red-lined.
Okay.

ATTY. RIES: Yes.

MR. PETERSON: What do you guys want to do for the start date of the project?

MR. CZECK: I would say if you can estimate, you know, second or third quarter or put a specific date of --

ATTY. RIES: You could do that. You could put --

MR. PETERSON: Put third quarter of 2026.

MR. CZECK: That would be June then, right? June 1, or not --
July 1. July 1.

ATTY. RIES: Yeah, you can do that.

MS. SLUSARCZYK: So, you want that to read third quarter of 2026 or July 1?

MR. PETERSON: I think they're just suggesting July 1, 2026.
Should we put estimated?

ATTY. RIES: Yeah, estimated. At what point do you want me to reach out to Niles about that. And the MVSD, they're on board with this, right? They're not going to be like what is this RFQ that just got listed? Everyone is on the same page there?

MR. SULLIVAN: I thought we were going to have a joint meeting with them.

ATTY. RIES: With MVSD? That was a while ago. That was about becoming a member of MVSD.

MR. SULLIVAN: No, to just the 24-inch, weren't we --

MR. PETERSON: I think Chris has something.

MR. KOGELNIK: The MVSD, Matt, is aware and they're willing to come to another meeting with the Village. I've sent an e-mail to Scott Verner and to Mr. McGrail here introducing Mr. McGrail as the new Utilities Committee chairman because that's the person that has to interface with the MVSD along with Chris Peterson. So, the MVSD is willing to come to another meeting and discuss, you know, the project. They most likely anticipate RFQ because we've let them know about the U.S. E.P.A. funding on the project. So

February 3

26

that should answer your question.

MR. SULLIVAN: Could it be a possibility to get Niles at the same time?

MR. KOGELNIK: That's up to you. But I would give Niles some understanding of what the meeting is going to discuss so that, you know, they could come prepared; and if you have things that you're going to want to get answers for from Niles you should let them know.

ATTY. RIES: Yeah, I would -- I would want -- I mean, we talked about at some point revising the agreement with Niles to make it what they think is confusing, although we think it's pretty straightforward, but revising that in conjunction with amending the agreement anyway because we have to go -- we have to get this approval to do that 24-inch line because of the exclusivity provision. So it makes sense to maybe reach out to Niles, and I can reach out to Phil Zuzolo and say we're going to schedule a meeting with MVSD on that 24-inch line, I don't know what extent you've been involved in this but we would like to have you there or a representative from Niles, because our one-on-one meetings with Niles aren't always as productive as ideal. But if we have MVSD and there's a collaborative effort to move forward, that would be a good thing to have Niles in the loop. And we would really only have to slightly modify our agreement just to address the second line and make sure Niles is on board with that too. I don't want them to feel blind-sided; I guess.

MR. CZECK: They already asked the question about the billing will go through Niles no matter what. They were just worried about circumventing them.

ATTY. RIES: When I talked to Phil it was probably September -- actually it was probably longer than that, I told him about this just generally. And he said yeah, I don't think anybody would have a problem as long as you guys are going through us. But he was just kind of speaking off the cuff, so it would be nice to have the mayor or the auditor there with Phil.

MR. SULLIVAN: I think we should reach out to them, and you're going to do it?

ATTY. RIES: Yeah, I'll e-mail Phil.

MR. KOGELNIK: You know, Niles probably doesn't know what we've been discussing in terms of the alternate route, and Niles doesn't know that you're experiencing a problem in the existing route that you want to fix and keep that existing connection with Niles. So, I think it would be helpful to discuss that with them. So, to your point, Mike, it would be good to get them in a meeting, you know, a workshop setting like that.

MR. SULLIVAN: Separate from a regular meeting.

MR. KOGELNIK: It's up to you. You just need to one way or another inform them, I think.

ATTY. RIES: We would have it here?

MR. KOGELNIK: Yeah.

MR. PETERSON: Yeah.

MR. SULLIVAN: Would you want it in a regular meeting or --

MR. PETERSON: No, that needs to be a special meeting. They're not going to want to sit here, that's not fair to them. And I would say I would like the Utility Committee to have them there, and if all of Council wants to come, I don't care but -- okay. Anything else?

MR. SULLIVAN: Well, when Matt talks to them can he just throw out a date, or should we give them a date or --

ATTY. RIES: Why don't we get dates from MVSD.

MR. PETERSON: Get dates from them first.

ATTY. RIES: And I'll go back to Niles rather than just letting them know when we are meeting, we would like them to attend.

MR. KOGELNIK: Does -- Mark, do you want to reach out to Mr. Verner and ask for those dates?

MR. McGRAIL: I can do that.

MR. KOGELNIK: That would be good for you to talk with them.

MR. McGRAIL: It would give me an opportunity.

February 3

26

MR. KOGELNIK: I don't need to be involved with that. That's -- you should be leading that communication.

MR. McGRAIL: Okay. Do you have any particular time frame at all?

MR. KOGELNIK: Well, the deadline for the RFQ is the 25th it states here.

MR. McGRAIL: 25th of --

MR. KOGELNIK: Of February.

MR. BIGGS: Do I have the wrong one? I got the 23rd on 2025.

MR. PETERSON: You got the wrong one.

MR. BIGGS: I have the wrong one.

MR. PETERSON: Come here.

MS. SLUSARCZYK: They just edited it before the meeting. Here, you can have my copy.

MR. KOGELNIK: So, it might help Mark to have a meeting before the 25th. Just an opinion.

MR. McGRAIL: And that's here?

MR. PETERSON: Yeah, we would like to have it here. I mean, if we have to have it at MVSD --

MR. McGRAIL: This time of day?

MR. PETERSON: Yes, evening would probably be easier. Matt, what would be easier for you?

ATTY. RIES: I work days and nights, so whenever you guys -- it might be easier if we're getting like Niles and people on a 9:00 to 5:00, it might be easier doing it during the day when they're at work. Yeah.

(Mr. Peterson asks the court reporter about her availability.)

MR. PETERSON: So, Monday, Wednesday, Friday, Mark.

MR. McGRAIL: 9:00 to 5:00.

MR. PETERSON: Cindy, does that work for you?

MS. SLUSARCZYK: During the day, yeah.

MR. PETERSON: Work for you?

MR. BIGGS: Yeah.

MR. PETERSON: Chris, are you good?

MR. KOGELNIK: Yes.

MR. PETERSON: Okay. And then just let us know what the dates are, and then you'll reach out to Niles.

MR. McGRAIL: About these RFQs, correct?

MR. PETERSON: This is more about the whole project, I would say, not just RFQs.

ATTY. RIES: Because Mark, under our agreement with Niles, our water agreement, there is an exclusivity provision that we have to one, put them on notice if we're going to be drawing any more water from MVSD; and two, we have to basically go through Niles. We pay Niles for that water. I think it's good just to make sure Niles is aware of that, so they don't feel like they are being circumvented or anything like that. And then we got to massage our current water agreement with them, so this is the opportunity to do that.

MR. PETERSON: So, Mark, you'll talk to them, see if you can get a couple dates if you can?

MR. McGRAIL: Okay.

MR. PETERSON: Because maybe Niles isn't available and send them dates to Matt and if you can see what Niles availability is. Okay.

MS. SLUSARCZYK: So, with that said, are you saying to advertise this RFQ as amended?

MR. PETERSON: Yeah. Is everybody good to kind of advertise that? Do I have a motion?

MR. CZECK: I think we can move forward.

MR. PETERSON: Making motion?

MR. CZECK: I make a motion we advertise.

MR. SULLIVAN: Second.

MR. PETERSON: All in favor?

(All respond aye.)

February 3

26

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. You're good to go, Cindy, with the proposed changes. Okay. No other New Business.

OLD BUSINESS:

1. Imperial Sewer and Water Agreements

MR. PETERSON: Old Business. Imperial Sewer and Water Agreements.

ATTY. RIES: So, I made some additional revisions that you guys were okay with that their attorney wanted. I got it back, she signed it, so I'm going to do a resolution to approve that settlement agreement and --

MR. PETERSON: That will be at our next meeting?

ATTY. RIES: Next meeting you'll have a resolution for it.

2. New 24" Water Line

MR. PETERSON: Okay. Item number 2, New 24-inch Water Line. Chris, do you have any other further updates other than the RFQs?

MR. KOGELNIK: No. We -- so Cindy, in terms of the administrative stuff that the Village has to do with going through those training modules and everything, you guys are all done with that?

MS. SLUSARCZYK: I only did like five of the training modules.

MR. KOGELNIK: How many are there?

MS. SLUSARCZYK: I don't even recall. There's an extensive list. It just tells you when you open up a thing, and it will show you so many videos. And they're not short. So, the problem is getting through them uninterrupted. You got to go back, and it's hard. And I have to know that I have about an hour of free time to even get in there and start because they're usually half hour, 45 minutes.

MR. KOGELNIK: Would you --

MS. SLUSARCZYK: But I am -- I've done, like I said, I think five of them, maybe six on this list. Since our last meeting I have not done any more, so I don't -- I don't remember. I'd have to go back and look.

MR. KOGELNIK: Okay. Well, the ultimate goal is to establish the agreement with the U.S. E.P.A., and in order to do that all the other incidental training and, you know, establishing these of EIN numbers, which you guys already have provided.

MS. SLUSARCZYK: Yeah, all that's done.

MR. KOGELNIK: So, I would just say that if you have any questions regarding, you know, the process of establishing that agreement to contact that U.S. E.P.A. representative that we talked with, Miss Carolyn Banks, because the more sooner need is going to become the expenses of the water booster station construction. We have two sources of money on this -- well actually three -- ARPA and U.S. E.P.A., and we have some small amount of Village money on this project. So, you're going to need to access that U.S. E.P.A. fund. We're going to try and spend down the ARPA funds quicker.

MR. PETERSON: Quicker.

MR. KOGELNIK: And I wanted to talk about that today too. But in terms of the future 24-inch water line we've offered our due diligence to the Village, you guys got through some of that. We do have some -- we have about \$4,000 of budget that we did more work than we were authorized for on that. But that's about all. And there's other due diligence you can do but you didn't, and that's okay because you'll just put that into the overall scope of the project such as survey, we talked about survey in the past. So, the survey will just have to be done with a full designed project.

MS. SLUSARCZYK: So, Chris, when -- last year or a year ago approximately CT or Verdantas sought a work authorization to do the aerial while the leaves are off the trees.

MR. KOGELNIK: That's right.

MS. SLUSARCZYK: That was not done, correct, because there's not been a confirmation or a determination on Salt Springs Road versus cross-country path.

MR. KOGELNIK: I think that was part of it. Ultimately it didn't get approved I don't believe. And so, at this point in time, you know, the scope of the work along Salt Springs Road from the tank site over to the intersection of Austintown-Warren, we know generally where the water line is going. But there very well needs to be easement takes all along there. We don't know how wide to survey, in other words, along the road. Now the aerial survey services, you can make that really broad. You can make that 150, 250 feet wide, a swathe from that point all the way to the tank site. That's not the problem. You have to go back after you do the aerial survey and tie the aerial to the ground by way of monumentation and whatnot, and then you have to do all of the intricate survey like surveying all the valves, hydrants, and that sort of thing. So that's the process of light versus ground survey. And I gave you I think two prices at the time. The aerial survey services were a smaller amount of money; but the ground survey was a big amount, I remember that. Another due diligence item could have been environmental where you determine whether or not you have wetlands in the road right-of-way. You're using U.S. E.P.A. dollars. What I said might have been kind of silly to say, wetlands in the road right-of-way; but you have to really determine whether or not there's an absence or presence of wetlands in your road right-of-way that you're going to cross. So, we know we're going to have that in the off-road section, and we suspect in the -- you know, in that last zone from tank site to the intersection we're probably not going to have any of that.

MR. PETERSON: Okay.

MR. KOGELNIK: What more can I answer on the future 24?

MR. SULLIVAN: Do you need anything from us or --

MR. KOGELNIK: We're probably going to need a work authorization for the amount that we went over on the due diligence. But that's not -- that's not important right now for what you're doing. Right now, what you need to do is just get through everything that's needed to establish the agreement to use the funds for U.S. E.P.A. That's the biggest priority I can -- if I could tell you to do anything or ask you to do anything, it would be to get all that done to establish that agreement because you don't want that funding to evaporate. And the way our government is working right now, I just was told today about some ODOT funds that just -- they just evaporated.

MR. SULLIVAN: So, who would that be, Cindy and Matt?

ATTY. RIES: I've never been involved in that before, no.

MS. SLUSARCZYK: I have not either. But right now, the position I have in the Clerk's office is Bill is having me learn and do -- it would be the Clerk's office. He's the one that would be -- he's the CFO of the Village. So those responsibilities in establishing all these requirements, these trainings that we have to take, tells you how to set up the program and the -- on the different websites and all the requirements and how to record it in your books and your records and all that kind of stuff. So that's why I'm taking the training. But my schedule's a little fuller than our CFO's.

MR. SULLIVAN: So, what are we saying, we don't have anybody to -

-

MS. SLUSARCZYK: Well, I'm doing them, Mike. It's just that short of staying here until midnight to do them I am -- I started into them pretty heavily. But at the end of the year when we close the books, that's all you're doing. You're not doing any other videos or training or stuff like that. But I will work on them this week and see what I can -- it's my top priority for the balance of this week after tomorrow's meeting.

MR. KOGELNIK: I don't have anything else on the subject.

MR. PETERSON: Okay. Any more questions for Chris? Seeing none

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

MR. PETERSON: Clean Energy Future Trumbull, LLC Sanitary Sewer Lordstown, Ohio EPA and PTI.

ATTY. RIES: Well, we've got the NPDES permit, obviously we've got the hearing tomorrow night. I did reach out to -- after our last meeting

I reached out to their attorney. I guess this kind of ties in a little bit with the water because it ties into the sewer agreement as to what their position was on if they were -- you know, they said we're substantially complete from a construction standpoint. And I said under the agreement it's -- the language is, you know, full commercial operation; where are you guys with that because my understanding you guys are only operating at 30 percent. There's the tax agreement where the money would become due as Cindy pointed out once they reached that standard as well and before they switch over. And I sent that e-mail to them last Wednesday, I've never heard back. And I'm thinking he's not going to respond until after tomorrow night's hearing because that brings up a lot of issues. And I also -- it also brings up issues with our sewer agreement and exactly how many, where they're discharging, are they discharging, what kind of waste water, is it just domestic or is it also production waste water, because our understanding is they are discharging everything into the sewer right now. And there has to be some clarity on that because that's going to affect our sewer agreement. And again, I just haven't heard back from them. I think probably waiting for tomorrow night. But I'll send him a follow-up.

MR. PETERSON: Okay.

MS. SLUSARCZYK: I was curious, I'm trying to relate myself to that situation. And also, in the agreement it says that the average -- or minimum average is 4 million gallons per day. So, on January's usage they averaged -- or their usage for January was 39 million gallons, 39.5 million gallons. So if you take that over 30 times 4 million gallons a day, 120, their average is 32 percent so -- which validates that our rumors that they're at 30 percent production is confirmed by the water use ratio as well, which -- but the contract also said that rate kicks in, you know, or the supply water service agreement is based on the minimum average of 4 million gallons per day with a maximum 5.8 million gallons per day. So, they're not there according to that provision either. So --

ATTY. RIES: Do we know -- I reached out to Warren also and I talked to Enzo, and he said he was waiting to hear back from Franco. Do we know what Warren is charging us? I know at the last meeting we didn't know.

MS. SLUSARCZYK: Warren is charging us -- I believe the contract rate would be \$3.71 and they're billing us \$3.77, and that's what they were billing us last month as well. And without me going back and confirming, I think there might have been one bill that was even a little higher than that. But it's higher than the contract rate.

MR. PETERSON: So, they're not charging us contract rate?

MS. SLUSARCZYK: I don't know. But right now, I can say their bill is at \$3.77.

ATTY. RIES: Okay. Yeah. I'll follow-up with Enzo again because just to kind of know what their position is on this. You know, are they charging us under the agreement or what but -- okay.

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

4. Rules and Regulations Governing Water Use and Service

MR. PETERSON: Item number 4, Rules and Regulations Governing Water Use and Service.

MR. KOGELNIK: I had a discussion with Cindy and Darren last week about this, and Cindy stated the sanitary sewer connection fee that was spelled out in the sewer rules and regulations. And I actually ran a calculation, I think, for you as an example for TEC. We did that fictitious calculation. So anyways, that is defined. But the other fees for sewer for example, inspections, I mean these are -- some of these are really low dollar fees, permit fees, sewer deposit. My question is are those fees A) justifiable, and B) are they enough. Because these have been here probably forever, right?

MS. SLUSARCZYK: Correct.

MR. KOGELNIK: So that would be the question to the Board is to how they should be calculated and what amount should they be. Because I mean, for Darren to go out there and do an inspection on a sanitary lateral

connection, how long does that take, and is there two people and what is, you know, the rate. And now would be the time to update that now that you're going through this process. So that's on the sewer side. And as I said the big-ticket item, the tap fee, that's already defined. And then on the water side there are also other fees, connection fees; and I would wonder the same thing as to, you know, how they're defined and if they need to be updated. Some of these are, you know, a testing fee for \$50, what does that entail. Deposit fees for \$200. Are those, you know, enough, are they adequate, or are they good enough to leave alone. I don't know. Those are the questions I would have. But really only you guys could define what you need.

MR. PETERSON: Like a man hour thing, isn't there a federal schedule?

MR. KOGELNIK: Pardon me?

MR. PETERSON: Like manpower being out and checking, there's a rate schedule I believe out there. It's been a long time since I looked at it. I can't remember where I found it, but I'd have to look again.

MR. BIGGS: I've seen one, Chris, for emergencies and that kind of stuff. I'm not sure about day-to-day.

MR. PETERSON: Yeah, I'd have to look.

MR. KOGELNIK: The only reason I'm recommending that is in the event somebody challenged you, like a big developer comes in and puts in a new housing development, you know. But in that particular case the developer is building the sanitary sewers like you and I talked, Cindy.

MS. SLUSARCZYK: Uh-huh.

MR. KOGELNIK: But in the event, let's say, that homeowner XYZ wants to build a new house along an existing route where there's water and sewer, that's where this would probably be applicable. Same for an industry. Could be a small industry, could be a massive industry, I don't know. So those are the only things that I have -- in other words, I have more questions than I have answers for you.

MR. PETERSON: Answers, yeah. I'll look and see if I can find that. I mean, as far as -- Matt can correct me if I'm wrong -- you're just recovering your cost.

MR. KOGELNIK: That's all.

MR. PETERSON: That's what it comes down to. As long as you don't get above that you're fine. That's what I've always been told. I don't know if that's true or not. It's cost recovery.

ATTY. RIES: It's justifiable, not arbitrary.

MR. PETERSON: You're not trying to profit on it, you're just covering your cost.

MR. KOGELNIK: We've all heard about contention with tap-in fees. Well, you've got that defined in your sewer rules and regulations --

MR. PETERSON: Yeah.

MR. KOGELNIK: -- so -- anyway that's all I have for that.

MR. CZECK: Probably have to have a little work session just to go over all these fees and not too far down the road.

MR. PETERSON: Yeah.

5. Niles Bulk Water Agreement

MR. PETERSON: Okay. Niles Bulk Water Agreement. I think you kind of touched on that.

ATTY. RIES: Yeah. Address it when we meet with them.

6. Trumbull Energy Center - Warren Water Line

MR. PETERSON: Trumbull Energy Center Warren Water Line. Any updates, Chris?

MR. KOGELNIK: No, other than we've got some RUMA impacts that we want to talk with them about on Henn Parkway, but the weather is not cooperating. I -- you know, going back to item number 3 in relationship to item number 6, we did ask Ted several times for updated drawings for the site and we haven't gotten them. And you know, that's something that should be on the record for the Village so that they can refer to them. I mean, worst

February 3

26

case scenario you have like, for example, the sanitary sewer line that cuts down there to Hallock Young Road. You want to know where their water line crosses so -- and I don't think the Village should stop asking, in other words. It would be healthy to have a meeting here with the City of Warren to air this stuff out. I know that that's wishing on one hand, and you know in the other.

MR. PETERSON: We can try. I could see if I could make that happen. I have no problem asking Franco.

MR. KOGELNIK: I don't either.

MR. SULLIVAN: Get your genie hat out.

MR. PETERSON: I might be able to facilitate that.

MR. KOGELNIK: You know, we all know that the water line is substantially complete, and they do still have to come back and do all sorts of non-paved site restoration along that water line route because that was never done last year. So, they have a lot of work --

MR. PETERSON: They have a lot of work to do.

MR. KOGELNIK: -- in the spring, and it's probably not going to get warm very soon.

MR. PETERSON: No.

MR. KOGELNIK: So, I would expect this is going to be lasting the bulk of the summer.

MR. SULLIVAN: Phil said six more weeks.

MR. KOGELNIK: Phil, yeah. So that's pretty much all I have for the Warren water line.

MR. PETERSON: Okay.

MS. SLUSARCZYK: I would like to add that be sure to confirm that the Board is aware that Ted Harvey has not signed a bulk water agreement for the purchase of water, TEC has not made application for water. That puts me in the situation of what am I to be charging. It is time to bill. So, you said to keep the water flowing, Warren technically has the water on there. But again, there's no bulk water agreement signed, and there is no permit for water.

ATTY. RIES: Is it in Gemma's name still?

MS. SLUSARCZYK: According to his e-mail he wanted that.

MR. PETERSON: Yeah, he was supposed to come in and sign the bulk water agreement, and he's ghosted all of us.

MS. SLUSARCZYK: I believe they're out-of-town, they're gone.

MR. PETERSON: Gemma's gone?

MR. BIGGS: Looks like it.

MR. SULLIVAN: What were we charging them per gallon?

MS. SLUSARCZYK: Per the bulk water agreement. I believe it's \$12.38 a thousand gallons.

ATTY. RIES: I mean, I say bill them at the bulk rates right now. They didn't respond to -- first of all, we don't have --

MR. KOGELNIK: Exactly.

ATTY. RIES: They haven't done what we've asked them to do, to come in and make application. And you know, he just sent an e-mail saying he expects to be billed at the water agreement rate. We have a contract in place to bill them a lower amount under the water agreement once they are fully operational, and they are not responding to us. So --

MS. SLUSARCZYK: I'm just covering my butt.

MR. CZECK: I agree.

MS. SLUSARCZYK: I understand. But like I said, as long as we're all on the same page is where I just want to make sure that --

MR. CZECK: Bill them accordingly. They haven't signed anything.

MR. PETERSON: Yeah.

MS. SLUSARCZYK: Bill them according to the bulk water agreement rate?

MR. KOGELNIK: I would put a memo in there stating your reasoning.

MR. CZECK: That would get their attention.

MR. KOGELNIK: Worst thing they can do is turn it down. At least

February 3

26

you landed the invoice with them.

MS. SLUSARCZYK: I told Becky that's most likely going to be the result. But until tonight's meeting I didn't want the clerk to issue an invoice. I wanted to make sure I was still carrying out your wishes.

MR. PETERSON: Yeah, I'd bill them at the bulk water rate. Are you guys okay with that?

MR. CZECK: Absolutely.

ATTY. RIES: Yeah.

MR. PETERSON: Yeah. I'm sure your phone will ring.

MS. SLUSARCZYK: Thanks.

7. Trumbull Energy Center - Sanitary Sewer

MR. PETERSON: Trumbull Energy Center Sanitary Sewer.

ATTY. RIES: So, the sewer agreement's at a standstill until I have that additional information from their attorney. Last time we had a meeting my marching orders where we want to make sure that in the event that their permit is denied, you know, we want them going into our sewer. So that's a deal breaker, so we're going to stick to that. So, but as of right now I'm just trying to find out, you know, what all is going into the county sewer right now and is that being addressed in terms of the expenses under our agreement.

MS. SLUSARCZYK: We did --

MR. SULLIVAN: You know, I don't understand why they're so hep to go to Warren sewer when it's cheaper to go to the Lordstown.

MS. SLUSARCZYK: Well, not Warren sewer, Trumbull County sewer lines.

MR. PETERSON: It's Trumbull County's.

ATTY. RIES: The County lines -- the County sewer line is just right there right in front of their property.

MR. SULLIVAN: Well, I understand that.

MR. PETERSON: It's the distance tie-in. I don't think they care about the residual money. That's my opinion. Because they were offering to pay us for the domestic.

ATTY. RIES: Yeah, I think it's the distance. And they already -- as part of their PTI when they applied to the E.P.A. they've always had everything set up going into the County. I don't think they wanted to go back and redo anything.

MR. KOGELNIK: I think that's the deciding factor. Because when the developer came in here, he made it clear that he could afford to, you know, pay for the capital expenditure, it was the rate that they were concerned about. You know, to Mike's point, you know, is it cheaper to go and pay the sewer rate that's in the Village's east side sanitary sewer than it is through Trumbull County?

MR. SULLIVAN: It's much cheaper.

MR. KOGELNIK: Right. And that's been our contention. So why aren't they wanting to connect? And it's as per -- it's as per what Matt just told you, it's already written into the permit, they don't want to go back in, unearth the permit and experience more problems most likely.

MS. SLUSARCZYK: When you say it's written in the permit, to the Ohio Power Sighting Board? Because that declared Lordstown as the --

MR. KOGELNIK: No. It's written into the NPDES permit.

MR. PETERSON: Power Sighting Board was us.

MR. KOGELNIK: Listen, they probably do not want to go in there at all.

MR. PETERSON: They don't want to bring that up at all.

MR. KOGELNIK: And that's most likely the rub here, but they won't come in here and tell you that. I can tell you though, to change that permit after all of this it would -- it's literally an act of congress.

MR. PETERSON: Okay.

MR. SULLIVAN: But from what I understand it's going to be a lot more than just toilets and hand washing, it's going to be they're going to run that two or three times and then put that water through the sewer.

February 3

26

MR. KOGELNIK: The only thing I know, Mike, from that admin building is domestic waste coming from that admin building. I am not aware of any other processed water going through that pump system and into Trumbull County sanitary sewer.

MR. SULLIVAN: So, the rest is going into Mud Creek?

MR. KOGELNIK: Yep.

ATTY. RIES: That is what I asked the attorney in my e-mail, I said where is this production waste water going? Is it currently being discharged into the sewer, or what are you guys doing with it? And that's what I'm waiting to hear back. They told us when they were here that they weren't discharging into Mud Creek.

MR. KOGELNIK: That's right, at that particular time.

MR. PETERSON: Okay. Well --

MS. SLUSARCZYK: I can confirm that Trumbull County sent over a notice that as of October 22, 2025, they had a permit for TEC for sanitary sewer services and forwarded that to us.

MR. PETERSON: How do we stop that in the future from happening that Trumbull County has to notify us?

ATTY. RIES: It's typically during site plan review that stuff could be caught, and they didn't have to do it.

MR. PETERSON: Because of the Power Sighting Board?

ATTY. RIES: Because that normally wouldn't happen.

MR. KOGELNIK: I think there are some questions that the Village absolutely needs to get answers for on this that we're talking about. I'd like to list out those questions and pass them through you, Matt and Chris, so that these questions should be conveyed to TEC and answers provided by TEC. That's the minimum we can do.

MS. SLUSARCZYK: I know that the Siting Board said they didn't have to supply the site plan review. But without reading the contract I would swear that our agreement -- we tied that into our agreement with TEC as a condition for this water purchase, the special water rate, that they had to go through, there would have to be a SWIP, they had to do the RUMA, and I swear it was through the planning -- the drawings would be submitted prior to construction to the Planning and Zoning office for the process.

MR. KOGELNIK: Oh yeah, that was -- I was the one who led that discussion in 2017. But --

MS. SLUSARCZYK: We put it into that agreement so in -- they didn't follow the agreement.

MR. PETERSON: It would open the water rate up.

ATTY. RIES: The SWIP and the RUMA were part of the agreements, yeah.

MS. SLUSARCZYK: There was -- before that was Planning and Zoning. I wish I had the agreement in front of me.

ATTY. RIES: What do you mean before that it was Planning and Zoning?

MS. SLUSARCZYK: There was three or four items listed in that same section of the agreement, and one of them was they would submit their drawings and stuff and follow the planning and zoning process or procedures.

MR. KOGELNIK: I remember that agreement.

ATTY. RIES: You mean follow site plan review?

MS. SLUSARCZYK: Yes.

MR. KOGELNIK: I don't know if it said explicitly that, Matt.

MS. SLUSARCZYK: I'm looking for the words.

MR. KOGELNIK: I remember the agreement with TEC had provisions in the bottom of it, I don't remember what page. It stated that they had to submit PTI applications and a SWIP to the Village for review.

ATTY. RIES: Yeah, there were -- I'll look at that. There were exceptions because I know the RUMA was specifically an example of where they contractually agreed to follow basically our local ordinances, it wasn't full site plan review or anything like that. But I'll look at the agreement. But yeah, there were specific carve-outs there.

MR. PETERSON: Well, let's take a look at the agreement and see.

February 3

26

MR. KOGELNIK: And I'll draft up those questions. I think they're necessary to ask right now.

MR. PETERSON: Are you guys good with that?

8. Proposed Hallock Young Road Water Line Improvements

MR. PETERSON: Proposed Hallock Young Road Water Line Improvements.

ATTY. RIES: So, I got the master funding agreement. I sent it back over to SoftBank's attorneys. And the hang up right now is, you know, the way we set it up was that -- was a master funding agreement where they were going to pay \$3 million for that line, the idea being that it's a private developer so this wouldn't have to go to competitive bidding, so they can just -- they basically are the owner of the project, they pay for it, it's under their general contractor, and then they convey it to us. What with this most recent round of changes that they made, you know, they want us to affirmatively represent that no competitive bidding would be required, which is really something they should do and not us. And I took that; I said this is -- I said this is making it sound like it is a public works where we would have to go to competitive bidding so it's inconsistent. And I don't like that. My other concern that I have, how sure are we on this estimate because they have a cost cap of \$3 million including taxes. In other words, they want to treat it as if it were a gift. But it's made clear in the agreement they are not going above and beyond this \$3 million at all. So, we need to make sure we're okay on our requirements, because whether or not competitive bidding is required is based on you just follow the money. So, if it's all coming from the private developer like we had with TJX, Chris -- and I think that answers your question from yesterday. With TJX I don't believe there was a cap or anything, they just paid for it.

MR. KOGELNIK: That's right.

ATTY. RIES: So that's my concern. If we go over the \$3 million and all of a sudden it's coming out of the Village's pocket, that puts us in a weird position because now it's becoming a public works, it's becoming paid for, and we can't go to competitive bidding at that point because their general contractor's already going to be probably near the ten yard line at that point if we go over. So those are my concerns. I do have a conference call scheduled with them for end of the week if anybody wants to be available. I want to flush out some of these concerns though.

MR. KOGELNIK: Do you want my opinion? If -- we always had concerns that they could build this project. I don't know if their contractor would be able to build a water line in a road right-of-way and be able to turn it over to a municipality. I just don't know that. We wanted to have a meeting, a workshop meeting, with them to discuss those nuts-and-bolts questions. The mayor asked -- you know, stated a good -- or I would say an expected response today, why would they want to make it any more difficult on themselves. Right? That's correct. However, what you stated in your e-mail was, you know, they're debating on in and whether or not they want to undertake this with prevailing wage rates, which it's confusing because if they were to undertake this project prevailing wage rates wouldn't even apply. They're building the project and then they're turning it over to the Village after acceptable testing and, you know, that the Village has accepted the infrastructure. Just the way a developer would do it, that's the way I understood that Foxconn was going to deliver this project. And I'm saying Foxconn, I might be saying the wrong entity. So, my recommendation is if you really want the reliability in delivering the project and they're going to be the financier to open the capital to pay for the project, the estimate that we provided we feel is adequate for the project. And if they're going to pay the Village \$3 million, the Village should deliver the project.

MR. PETERSON: You're saying the Village should administrate the project?

MR. KOGELNIK: Yes. Because I think that it in the end you're going to resolve the concerns that --

MR. SULLIVAN: But if we do that, don't the prevailing wages come

February 3

26

into effect?

MR. KOGELNIK: Yes, it does. But you're going to have the reliability that the Village can hire a reliable construction contractor that's, you know, able to build a water line. We -- you know, we're just -- if we say for them to build this, you are expecting that they're going to be able to deliver this project just the way a typical construction contractor can. Do we have that understanding?

ATTY. RIES: The whole point of even using their GC is they're already doing the work out there to have them do the water line. If we go ahead and they are just basically financing it, now even though we're going to have to go to competitive bidding and prevailing wage we have control over the project.

MR. KOGELNIK: That's right.

ATTY. RIES: And we have control over the general contractor; we can have it built the way we want it. Because there's all these atypical provisions in the agreement they've added in about if the general contractor does something wrong, if there's damage or something they're still only liable up to that \$3 million cap, which makes sense from their perspective because they void that as a donation, as a gift. But we would want to have control to be able to make the contractor go back and hold them liable if there's something -- so I mean, I think it's better especially because they've been making all these changes. And the reason is they've got more attorneys looking at it who want to change it more to protect them and put the Village at potential risk, changing my language around flipping it to protect them. At this juncture I think that might be a better plan where we take ownership.

MR. SULLIVAN: So, if they donate the \$3 million they're clean?

ATTY. RIES: They would still donate it; it would just go directly to the Village rather than paying a contractor directly.

MR. KOGELNIK: Yeah.

ATTY. RIES: And then at \$3 million they say no more.

MR. CZECK: What was the cost?

MR. PETERSON: Go ahead.

MR. CZECK: What was the cost?

ATTY. RIES: 2.96, I think.

MR. KOGELNIK: 2.96. And this included construction, admin and observation services. So, the other thing that would need to be added in that is not in there is the bid phase. Typically bid phase for this size a project would be another \$15,000 and that would add another month onto--

MR. PETERSON: Wasn't the original issue our process and time?

MR. KOGELNIK: Yeah, they were. When did they get site plan review approval?

ATTY. RIES: September.

MR. KOGELNIK: Right. And so, we thought right then and there they were going to move into construction. I had a conversation with their gentleman out in the parking lot, he says we're going to move as soon as we get site plan review. Here we are, it's February 3. So, you know, if you want the reliability to move this project forward, establish an agreement for them to finance the project. The Village can deliver this project. And the other thing is if you have some accident out there during construction, the provisions that we have in our contract require the contractor to take out insurance policies. We have all of that covered. And you know, you'll get a traditional maintenance warranty on the water line with a contractor. I don't know what you're going to get in the long term with Foxconn after you build this project.

MS. SLUSARCZYK: Additionally, if they're building the new building, we asked them in the preliminary meeting are they going to want a tap and a line to this new building which would not be part of our original design. Our design was going around Hallock Young Road not connecting anything but their current connection. So if they're going to connect that new building or additional taps and lines that they're running on their private part as part of their project, you know, I think that was our

February 3

26

responsibility -- their responsibility that we could build a tap into our line, but then they would be responsible for connecting that building if they wanted water.

MR. KOGELNIK: Are you saying we could build the connection up to the right-of-way line, and then they would connect after that?

MS. SLUSARCZYK: Right. Well, I'm saying the cost could exceed the \$3 million, but what they want to do on their personal property --

MR. KOGELNIK: That's a good point. Yeah, that is a good point. We don't know what that cost would be at this point.

MS. SLUSARCZYK: As far as water goes, unless Darren's seen it, I haven't seen or heard.

MR. KOGELNIK: I think that there's all sorts of benefits for the Village to do that. Now you know, would we want to do this like that all the time? No. No. It would be great for them to build this project for the Village. But based on what we're learning here and what we need to do and get the project built within the permit lifetime, I think the Village needs to administer the project.

ATTY. RIES: The permit expires, what is it, May 28?

MR. KOGELNIK: Yeah.

ATTY. RIES: So, we control our own schedule at this point, and we don't have to worry about other construction, you know, as part of that project taking priority and we can control our own timetable.

MR. KOGELNIK: So that's my recommendation.

ATTY. RIES: So, I'm going to talk to them this week. I may just propose that we restructure this as more of a simplistic financing agreement where we are taking on ownership of the project if that's okay with you guys.

MR. PETERSON: Is that okay with you guys?

MR. CZECK: I would like to see a little bit of a different contingency built into that though. Because all I know we're digging, we get dinosaur bones, what do you do? Project stops. Who's paying for that?

MR. PETERSON: Us. We own the project.

MR. KOGELNIK: That's a huge unknown.

MR. CZECK: So, you know, we want this water line, we'll be willing to come up with extra funds if needed. You know, we don't know what is going to happen. It's fine if we're going to make revenue, they're going to create jobs, whatever that is. But still, you have to project what you're doing.

MR. PETERSON: If we hit something and it costs us \$200,000, do we have the money to pay for that?

MR. KOGELNIK: Matt, do we have a contingency line there?

ATTY. RIES: They've been very we're not doing anything beyond that \$3 million. They wanted to just give it as a gift and just donate it to start with and something pretty informal as that. They've been very not a dime more than that \$3 million. So, the point they go and include taxes, any warranty work, anything like that, as long as it doesn't exceed that cost cap they call it.

MR. PETERSON: So, the taxes wouldn't apply to us, so that would save a little bit of money if it's built into there.

ATTY. RIES: Anything that they incur is as additional expenses they want to make sure it goes to that cost cap. So that would -- I don't know if that was -- yeah, I don't know if that was factored into the 2.96 estimate but --

MR. PETERSON: I'd say talk to them see if that's doable. Chris, look at the contingency, see if you can --

MR. KOGELNIK: We had 10 percent.

MR. PETERSON: You had 10 percent in there?

MR. KOGELNIK: So, \$225,000 roughly.

MR. PETERSON: Okay. So, there's a little bit of a cushion.

MR. CZECK: That's fine.

MR. PETERSON: Okay. Are you guys in agreement?

MR. SULLIVAN: Yes.

MR. PETERSON: Talk to him and --

February 3

26

MR. CZECK: Yes.

MR. KOGELNIK: So, Matt, in terms of the bidding we would have to add \$15,000 to that number.

ATTY. RIES: Okay. We're probably going to save money in other areas though.

MR. KOGELNIK: You may.

MR. PETERSON: Okay. Anything else on that? Seeing none --

9. Salt Springs Road Booster Station Relocation

MR. PETERSON: Salt Springs Road Booster Station Relocation.

MR. KOGELNIK: Okay. So, we are ready to go with advertising on this project then. And what I want to do is make a recommendation to the Board that -- we do not have the Ohio E.P.A. water permit for this, but it's been applied for, okay. I want to recommend to the Board that we proceed with advertisement even though we don't have it. There is a small risk with that in that if Ohio E.P.A. writes in conditions on the permit then that has to be accounted for either by way of an addendum if it's on time or a change order during construction. So, if the Board is okay with proceeding with that small risk, then I'd recommend you proceed with advertisement.

MR. PETERSON: I'm good with that. Are you guys good with that?

MR. CZECK: Yes.

MR. PETERSON: Mike, are you good?

MR. SULLIVAN: Yes.

MR. PETERSON: Do you want a motion for that?

MR. KOGELNIK: If you want to make a motion --

MR. PETERSON: I'll make a motion we move forward with advertising for the Salt Springs Road booster station relocation.

MR. CZECK: Correct.

MR. KOGELNIK: Without the Ohio E.P.A. permit.

MR. PETERSON: Without the Ohio E.P.A. permit in hand right now.

MR. CZECK: Go ahead, Mike.

MR. SULLIVAN: Okay.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

MR. KOGELNIK: So, using the estimates and the actual costs that we've incurred thus far on the project, my biggest concern was spending the ARPA money before September 29. We have to do that, that's the goal. And BASED on what I've come up with, there's more than enough expenditures that I've added up to use up the \$200,000 in ARPA money on the project. And I'm going to share that with Cindy here because in the end I think that you're going to be the one that's probably going to be submitting reimbursement requests to Trumbull County, right?

MS. SLUSARCZYK: Trumbull County funded us. We have the \$200,000.

MR. KOGELNIK: Do you have to justify --

MS. SLUSARCZYK: I think that's the paperwork that they want by September 29.

MR. KOGELNIK: Yeah, there was -- I read that in the agreement you provided me with that there's -- you have to show what the expenditures were for. So, you know, for example, there's construction that's going to be up front, those costs I have dialed into that amount. There's some of our fees for the design, there's the water permit, there's the liens on the property. Now some of these things you might want to reach out to the Commissioners and verify that you can use them as part of the expenditure under ARPA. For example, liens. I don't know, I'm not sure.

ATTY. RIES: Yeah. So, there was that Ohio Edison lien and the County had some of their own liens. And the assessments that were ours just comes back to us. But the County's taken little bit of those assessments now, so through interest and everything else. So, I guess the question would

February 3

26

be how much of that can we use to pay off what the County is keeping.

MR. KOGELNIK: And then the property acquisition was \$18,000 even.

ATTY. RIES: Yes.

MR. KOGELNIK: Yeah. So, all of those questions. Cindy, I'm going to give this piece of paper to you, and in the event that you need to reference that.

MR. SULLIVAN: That's all done, Matt?

ATTY. RIES: Yeah, we closed last week. I mean, actually we closed a week-and-a-half ago, it got recorded. It was right in the middle of that snowstorm, the deed got recorded last Tuesday. So, we own the property.

MR. CZECK: Darren, did you go by, did they get all that stuff out?

MR. BIGGS: I haven't seen it in a while.

MR. CZECK: The last time I saw it a couple weeks ago --

MR. BIGGS: It's been a couple weeks for me too.

MR. SULLIVAN: The semi was still there.

ATTY. RIES: Let me know, because last I knew there was stuff on the property and then we got that snow. And Lyle requires -- you know, there's a lot of follow-up with him.

MR. SULLIVAN: I went by last week and that semi was there.

ATTY. RIES: All right. I mean, we may have to send a letter saying, you know, if you don't move it within X-number of days it's going to be deemed abandoned. And my understanding is the stuff has value, because when I talked to Lyle back in November or December is it junk, no it's not junk stuff. He wanted to move it, but -- so --

MR. KOGELNIK: Well, just understand if we advertise this project now and go through the bidding process, being that this has U.S. the E.P.A. and ARPA funds this might take a couple months just to get through the bidding process before any construction happens. And then once you know, notice of an award is issued this project might also have some paperwork that's involved with it. So, we might not see construction for two-and-a-half months.

MR. SULLIVAN: So, it's going to cost us what, \$400,000?

MR. KOGELNIK: I think my last estimate, Mike, was around six hundred.

MR. SULLIVAN: Wow.

MR. BIGGS: Chris, is any of that included in the Pritchard booster?

MR. KOGELNIK: Yes. Yeah, there's three.

MR. BIGGS: Total decommission of that? Do we have to go through the E.P.A. for that, did you apply that way too?

MR. KOGELNIK: I believe our group did. I think so.

MR. BIGGS: Okay.

MR. KOGELNIK: I'll check for you.

MR. BIGGS: Because I believe we've had to go through them too for that.

MR. KOGELNIK: There's three sites of work: At the new site on State Route 45, the new parcel; Pritchard Ohltown; and the old Salt Springs site.

MR. BIGGS: Is there money set aside for that?

MR. KOGELNIK: Yes.

MR. BIGGS: There will be?

MR. KOGELNIK: There's -- the \$600,000 that I just referred to is everything, all three sites. I'll double-check.

MR. BIGGS: Okay.

MR. KOGELNIK: The permit for Pritchard Ohltown.

MR. BIGGS: But everything could be covered under that, all three sites?

MR. KOGELNIK: Yeah.

MR. PETERSON: Anything else on that? Seeing none --

February 3

26

10. I&I

MR. PETERSON: Item 10, I&I.

MR. SULLIVAN: Did you ever get --

MR. BIGGS: Yeah, I just got one thing. That riser, I reported to you before was the wrong one. Anyway, I was supposed to meet with them today, talk to them about it, they come to pick it up. We got the new one. Because of the weather we haven't been out there to put it on. We did get it though. As soon as we can find it again, we'll hopefully get it on and see how it works, and I can report that and move forward with that.

PUBLIC COMMENTS:

MR. PETERSON: All right. Any additional Public Comments?

MR. COWIE: Chris, just a question to you or Matt maybe. Is this agreement going to have to go through Council also or -- did you ever establish that or --

ATTY. RIES: Yeah. Council has to sign off on it too because they're a party to the agreement since they're the legal entity. But they're a party to the agreement. So once there's a resolution, it will have to go through Council.

MR. COWIE: Okay, that's fine. We're ready whatever the process needs to do, you know, we're ready for that too.

ATTY. RIES: Okay.

MR. PETERSON: Any additional public comments? Seeing none --

REPORTS:

1. Solicitor's Report

MR. PETERSON: Reports. Solicitor's Report.

ATTY. RIES: No report.

2. Engineer's Report

MR. PETERSON: Engineer's Report.

MR. KOGELNIK: No report.

3. Utility Committee Report

MR. PETERSON: Utility Committee Report.

MR. McGRAIL: Not a word.

4. Clerk's Report

MR. PETERSON: Clerk's Report.

MS. SLUSARCZYK: I just have two quick things. I'm going to pass them out to you. Today we received a payment on an account. We received it today, it was postmarked January 21, and the due date was January 29. So, there's a late penalty charged on the account. Typically, if the postmark was done before the bill and we received it the day after the due date it was already permitted I can pull that, waive it on the payment entry the next day, and they didn't pay the penalty. But this is well past the day after the due date, it's not in that window of time. So, before we penalize or waive the penalty on the account, I don't know what the Board's wishes are because it's not the 30, it's way later, but according to that envelope that should have been here.

MR. PETERSON: Should have been here a lot faster than --

MR. CZECK: Let's -- I'll make a motion to waive that.

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

(All respond aye.)

MR. PETERSON: All opposed.

(No response.)

MR. PETERSON: Motion passed.

MS. SLUSARCZYK: Thank you. It saves a lot of paperwork after the fact if we do it up front like that. I have already talked about the Trumbull Asset/TEC bill, we know what we're doing there. The last thing I have is last week I was brought downstairs and informed that we're recording the meetings now; and the company came in and put the camera in, and the

February 3

26

microphone in. And they recorded, I believe, last night's Council meeting as well, and it's going to be posted on YouTube.

MR. PETERSON: It's already on there.

MS. SLUSARCZYK: I agree, it is. But what is the Board's wishes? Do you want your meetings recorded or are we recording these meetings, what's their -- until I was brought down for the training, I knew nothing about it, so I don't know if --

MR. CZECK: I take it that's the camera back there?

MS. SLUSARCZYK: That's the camera right there.

MR. PETERSON: That's the microphone.

MS. SLUSARCZYK: This is the microphone, which is very, very, very good at picking up everything.

MR. PETERSON: It seemed like it picked up everything when I came in last night.

MS. SLUSARCZYK: And when these microphones are on, you're probably not going to say anything without it picking it up. But there's not been discussion on behalf of the Board, I don't know what the Board's wishes are. It's a matter of flipping the switch and turning it on.

MR. PETERSON: What's your thoughts? It doesn't matter to me either way.

MR. SULLIVAN: I don't think we need to.

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

MR. SULLIVAN: Huh?

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

MR. PETERSON: I don't have any --

MR. SULLIVAN: I don't have a problem with it, but I don't see a need for it either. Unless somebody requests it.

MR. CZECK: Is there a need to record our meetings or broadcast them or --

MS. SLUSARCZYK: Off the top -- the Mayor sent me the links and stuff because she went on YouTube and created an account. When we looked at it like a commercial account there was a fee. But I don't believe that's the method that she sought, I believe it's like a private account so I can't answer that fully. But the camera and all the installation that -- that's Council approved and I'm assuming they're paying for it. I don't know that the expenses were going to be split between the different boards. But other than that, I don't believe there's an expense.

MR. PETERSON: There would be no expense on our end, just --

MS. SLUSARCZYK: I don't think so. I can't --

ATTY. RIES: Who's in charge of like uploading it?

MS. SLUSARCZYK: Well, I was the one that got the training. And the Mayor came in last Friday though and, you know, uploading it to -- she created things, I have the -- her, Bill and I all have the ability to do that.

MR. SULLIVAN: I don't see a need for it. Unless the Mayor or the public or somebody said we'd like that to be broadcast, I don't see a need for it.

MR. PETERSON: I don't have an issue with it being on there if they want it on there or if they don't.

MR. SULLIVAN: Well, that's what I'm saying but --

MR. PETERSON: If it's in place and it's already there --

MR. CZECK: It's fine by me. I don't have any problem.

MR. PETERSON: Do you want to do a vote?

MR. SULLIVAN: I don't think we have anything to hide.

MS. SLUSARCZYK: I'm not -- and I'm not saying that either, but you put it out there. It was just like when you started posting the minutes to the website. Some stranger from god knows where seeing that you didn't have proper executive sessions and sued the Village because he had time to search the Internet and check your meetings. So that exposure -- if you don't do something, I mean, it is what you did, you know, but that's the only potential thing I could see out there. If we forget to do one, is it deemed oh, that was intentional, you know.

February 3

26

MR. PETERSON: Matt?

ATTY. RIES: I mean, we have the minutes. The only thing the law requires is that we take accurate minutes for public meetings. We have accurate minutes. It's more of just the preference if you guys, you know, want to be on video. I mean, it's not, you know -- we have the minutes though that are being taken, that's the only legal requirement.

MR. SULLIVAN: I'm good with the minutes.

MR. CZECK: Let's leave it off then unless somebody inquires.

MR. PETERSON: I'm good. Let's see how it goes for Council first and let them be the guinea pigs. I'm good with that.

MR. SULLIVAN: Yeah. If the Mayor or the public or somebody says hey, you guys out to be on it, that's fine.

MR. PETERSON: Okay. Is anybody else other than Council doing it?

MS. SLUSARCZYK: I think Planning Commission or the Zoning Appeals might or something. I don't know that. Again, if they wouldn't have drug me down here and said hey, come down and learn the camera, it's like what camera. So that was my crash course last week. But again she -- in talking with the Mayor she said the BPA and I believe it was Planning and Zoning could record the meetings. Could record. So that's your wish, you know, as the Board, if we're doing or not doing it.

MR. PETERSON: Okay. Anything else for you?

MS. SLUSARCZYK: I don't believe so. Do you have any questions for me?

MR. PETERSON: I do not. Do you guys have questions?

MR. CZECK: No.

MS. SLUSARCZYK: I do want to make one more statement. When it comes to Niles, we've let this go and go and go; and they interpret the contract different than what we do. But on the record, I'd like to say that they literally are selling water cheaper to us than they're buying it from MVSD. It's a problem. I don't think putting off and pushing the can down the road -- the only thing is we see a huge credit on our account, so their books look fine. But if we say don't pay that bill, I have a credit on the account, it's going to be real fast that their books aren't going to look fine, and then they're going to be coming to us in a heated rush to resolve this issue. I think we know the path. I think the contract's clear; there's even examples in the contract.

ATTY. RIES: Yeah.

MS. SLUSARCZYK: I would just like to resolve this, you know. We have a \$461,000 credit.

MR. PETERSON: I would say when they're here, we can --

ATTY. RIES: Address it. And attempts to address the issue before have never been -- it's never been very productive.

MR. PETERSON: No.

ATTY. RIES: I'm not sure though their Council members understand it. And I know the mayor, the auditor and the law director have concerns about opening up that contract again with Council members because they don't think that the council members have a full grasp on it. But yeah, no, we'll address it at our next meeting. And that's the reason it's never come to a head because in certain circumstances there are -- actually under our -- under the correct interpretation of the agreement, you know, they would actually lose money, I believe, if we went up under their interpretation.

MS. SLUSARCZYK: That's what I'm saying. And we're buying millions of gallons a day, and they're selling it cheaper than what they're buying it. You can't do that. And this is a year. I mean, at least a year -- I shouldn't say that, but a significant period of time we've accumulated this, and it's because -- it's my understanding -- I directed Becky to bill at our interpretation, so she should be paying the \$2.53 rate. So, we have that credit there. I don't know, I haven't checked her every month to make sure that every month she paid the full rate. I'm hoping that that's how it was done. But if they don't have that credit, their books are going to not look so great, you know, as soon as that wears off. But I don't want our

February 3

26

books to come out of alignment either, so you know we've got to --

MR. PETERSON: I will say that bring that to the meeting with Niles and MVSD. We just need to hash it out.

MS. SLUSARCZYK: I think it's very important to get it done, we want to be a good partner with them and that. If they looked at their own bill I think, you know, the more water that LEC uses and if we bring on a new water customer and --

MR. PETERSON: It's going to get worse.

MS. SLUSARCZYK: LEC is drinking more water than before, so they're selling more. It's going to get worse because they're selling more at a lesser rate. Yeah, it's only six, seven cents a thousand gallons, but five million gallons a day, you know, times a year-and-a-half or two, you know --

MR. PETERSON: Yeah.

ATTY. RIES: We'll get that addressed at our meeting with them. And I don't think that language really needs revised, I think it's pretty clear. But I'll go the write it out in crayon method where you spell it out and it can't be misinterpreted. And what we'll do is accept that as the rate actually set by the court with joint jurisdiction over MVSD. Because it's a formal process. We'll cite the Revised Code just to make it very clear.

MR. PETERSON: Okay. All right. Any more questions for Cindy? Seeing none --

5. Superintendent's Report

MR. PETERSON: Superintendent's Report.

MR. BIGGS: That company HydroCorp, I sent you guys e-mail for the cross-connection control program, do you remember that? We need to decide -- you guys approved it and everything was okay with it. We need to decide if we were going to up front that whole bill or bill the customers that need that done for this service.

ATTY. RIES: Darren, you sent me two agreements and I did have questions. So, one's paid by the Village, one's paid by the customer. The question was, can we charge the customer?

MR. BIGGS: Correct.

ATTY. RIES: I guess I don't know. Under both agreements it's Lordstown that is the customer. I mean, these are slightly different. But the client -- the quote/ unquote client is Lordstown under both scenarios. So, isn't Lordstown responsible for all the obligations under both agreements?

MR. BIGGS: I don't know how far the wording is with that, Matt. But the one way we'll still be ultimately responsible heading this whole thing up. They will go look and find someone to do the surveys and any testing and whatever needs done. When they go and pay that -- I'm talking the customer -- they'll pay them, and then we get reimbursed. So, it's -- we're not actually -- we're a third party when it comes to that. Does that make sense --

ATTY. RIES: Yeah.

MR. BIGGS: -- or is that getting more confusing?

MS. SLUSARCZYK: So HydroCorp would bill the customer, and then HydroCorp pays us -- what would HydroCorp be paying us back for that contract premium?

MR. BIGGS: Uh-huh.

ATTY. RIES: So, there's no direct privity between the customer and Lordstown at all.

MR. BIGGS: That's what it sounds like. If once they charge the customer -- I believe they charge them like \$39 to have that done, \$37 of it will come back to us, they will keep \$2 to make that happen. Ultimately that would almost cover our yearly contract with them if we were just to pay it outright. So, they'd have two different scenarios that we need to choose from.

ATTY. RIES: Okay. I don't know how contractually you can charge the customer directly though, not under these agreements, because there's no

February 3

26

privity between the Village and the customer that would allow them to do that.

MR. BIGGS: I guess that's how if they do it that's on them.

ATTY. RIES: Right, they've got the relationship with the customer to charge them.

MR. PETERSON: Can they just go in and charge the customer saying we're mandating it and us not have any kind of rules to say they have to do it, or do we have rules to do it? Does that make sense?

ATTY. RIES: Whatever the agreement would be would be defined by the contract itself that the Village signs with HydroCorp. And it would just be your relationship with HydroCorp, there wouldn't be anything with the customer.

MR. PETERSON: Okay. Am I asking that question right?

MR. BIGGS: I'm not sure. Say it again.

MR. PETERSON: So, they're going in doing surveys.

MR. BIGGS: Correct.

MR. PETERSON: HydroCorp's charging the customer. If the customer comes back and says I don't have to do it, where does it say I have to do that? Do we have that in our rules that says that has to be done on a five- year basis. I know the E.P.A. has it in their rules. Do we have it in our rules?

MR. KOGELNIK: Cross-connection. I know that cross-connection is discussed in the rules and regs.

MR. PETERSON: I don't know if it defines it though.

MR. BIGGS: That's one of the things that HydroCorp's going to do, review that for us anyway, make sure everything is up-to-date. I know we have a lot in there. But what we don't have is a fee. We don't have anything like that. So, to have those back-flow preventers tested every year under, you know, the surveys no, that all needs to be done, there's nothing spelled out. We don't charge for that because right now it's on them to get that done. They already pay somebody to have that done.

MR. PETERSON: On the back-flows but not the surveys, not the cross-connection surveys.

MR. BIGGS: Correct.

ATTY. RIES: So, there's nothing set in our rules that actually requires a payment of anything?

MS. SLUSARCZYK: No.

MR. BIGGS: No.

MR. PETERSON: That was my worry about going that way. I'm fine with going that way, we just need to make sure. Does that make sense?

MR. SULLIVAN: Yeah.

ATTY. RIES: If somebody says I'm not going to pay that, you would want it in your rules they have to pay it, and your agreement is direct with HydroCorp. And then the compulsory measure though is your rules adding that fee in there. And you say that's something HydroCorp, the work with you guys with going through and making adjustments --

MR. BIGGS: They'll go through our cross- connection and control plan and make sure it's all up-to-date or anything we may need to add or that came up. You probably should put that in there and we can add it. They will -- that's part of what we pay for with that contract with them.

ATTY. RIES: Okay. So, if it's set up in the rules, I mean if you add the payment, the requirement to the rules, then yeah that authorizes HydroCorp on the Village's behalf to then charge and HydroCorp then pays the Village.

MR. PETERSON: Okay. So, you're good with us approving it to go that way, and then HydroCorp will help you update the rules to mirror that agreement?

MS. SLUSARCZYK: That seems like there's a lot of extra steps. Because if I bill the customer \$39 for their back-flow inspection and I had paid Hydrocorp for their services, aren't we done? Why do I -- I don't see the relationship between HydroCorp and the customer since that's --

MR. PETERSON: You're not billing the customer.

February 3

26

MS. SLUSARCZYK: If we put it in your our rate fee I would -- I could bill the customer.

MR. PETERSON: You're saying you want to be the one to bill the customer?

MS. SLUSARCZYK: I'm not saying that. We have the relationship, we have the account, you're due, this is your month you're due, you get your annual fee, your charge your payment, we pay. We've already paid HydroCorp, so why is it that they give us 37 dollars back of something that --

MR. BIGGS: Cindy, that almost would reimburse what we pay them, that's why. All this is required by the E.P.A. It won't be out-of-pocket for us. Also, they picked up the whole program, they take care of everything. We oversee it. So that way we contract with them and they can reimburse -- basically put it on the customers that need to have this done anyway. Does that make more sense why we don't have it in our fee?

MS. SLUSARCZYK: We would have to put it in our fee.

MR. BIGGS: But it -- that wasn't the question you just asked, right?

MS. SLUSARCZYK: No. The question I asked is if we have to put it on our rate schedule that you're going to pay a \$39 fee a year and I bill the customer to collect that, I've already paid HydroCorp --

MR. BIGGS: Would that end up on our rate or under our backflow on our cross-connection control program? Would it be in that or would it then have to be on the rate?

MR. PETERSON: You're not billing them under the agreement that you are wanting it, right?

MR. BIGGS: Correct.

MR. PETERSON: HydroCorp is billing them. We're paying an annual fee, HydroCorp is billing them, sending us back \$37 to put towards the fee that we're paying for HydroCorp to administrate it. What we pay to HydroCorp becomes revenue neutral, close to. We're going to have a little bit of cost in it. Does that make sense?

ATTY RIES: So, I'm just saying, authorizing the expense that the customer can be charged that expense under the rules, and then that would allow -- that's the compulsory measure as long as it's in your rules, and then you guys could have the agreement with HydroCorp to go do that. And it sounds like they'll walk you through that process to get it set up.

MR. KOGELNIK: Now, question. Do they give you a certificate for the inspection that they make?

MR. BIGGS: For their surveys? I believe they keep track of everything with that, yes.

MR. KOGELNIK: So, you have a record.

MR. BIGGS: I still oversee everything, Chris. I am still in control of everything with that.

MR. KOGELNIK: Okay.

MR. BIGGS: They just -- they make it happen. Everything gets reported to me, the letters that go out, all that stuff, I should see everything.

MR. KOGELNIK: Yeah. I'd like to see what they have to write or back-up in terms of the water rules and regulations, so I understand it.

MR. CZECK: What's the total cost, do you remember offhand?

MR. BIGGS: It was averaging about \$4,000 a year, it was a five-year contract. So, it would be like \$3,700, \$3,850, \$4,000, you know, \$4,150. The five-year was averaging \$4,000 a year.

MR. CZECK: I think we should just take care of it.

MR. PETERSON: Do you just want us to pay it?

MR. CZECK: And eliminate all that other back and forth. Because it's not a gigantic amount, but it's something you need to have.

MR. BIGGS: Correct. It's not -- I agree.

MR. PETERSON: It's something the customer is required to have happen. I want to --

MR. BIGGS: Yeah, but they still make us responsible for something if it's their problem.

MR. SULLIVAN: But it's their -- I don't see where we should pick it up. Do you, Cindy?

MS. SLUSARCZYK: What do you mean by --

MR. KOGELNIK: The Village is obligated to.

MS. SLUSARCZYK: Do you mean for the company to do the work or pick up the tab? What are you saying? I don't know what you're asking.

MR. CZECK: I'm saying we should pay the fee.

MR. PETERSON: Which we could. But should we have HydroCorp bill back the customer?

MR. SULLIVAN: We pay the fee, but I -- I still think we should be reimbursed, you know, \$4,000 over five years you're talking?

MR. CZECK: If you're talking each customer \$4, if you have a thousand customers --

MS. SLUSARCZYK: No.

MR. PETERSON: Only the businesses need that done.

MR. BIGGS: It's only --

MR. PETERSON: It's only the commercial.

MR. BIGGS: They have to have a backflow and need the survey and all that. If you don't have that you're not coming --

MR. PETERSON: We have authority over residential.

MR. BIGGS: Or even if it's a non-testable one. It's the bigger places. There's a couple residents, mostly it's a big businesses.

MS. SLUSARCZYK: Mike, I think, has a backflow at his house, right?

MR. BIGGS: I don't remember everybody's backflow. I don't know.

MR. PETERSON: If they have a backflow on their premises they would need to be tested and the survey would need to be done. If it's not testable --

MR. BIGGS: If it's not testable he wouldn't get anything.

MR. SULLIVAN: Yeah, I don't -- if we can be reimbursed for TEC or all them or Foxconn --

MR. PETERSON: TEC we're not responsible for; is that correct?

MR. BIGGS: Correct.

MR. PETERSON: That's Warren's problem.

MR. BIGGS: Just that example --

MR. SULLIVAN: Foxconn.

MR. BIGGS: -- that survey could take days, it will take days.

MR. CZECK: What's the easiest route to go, let's put it that way. What would be the easiest route?

MR. BIGGS: Pay it up front. I mean, there's no question there, but --

MR. PETERSON: Well yeah, but for us a question.

MR. SULLIVAN: I just don't see throwing \$4,000 away.

MR. PETERSON: We're going to pay it anyways. Regardless of which agreement we pay it, correct?

MR. BIGGS: The one you'll get reimbursed off of though.

MR. PETERSON: Correct. But we're still paying it.

MR. SULLIVAN: We pay it, but we get it back. This one we pay it, we don't get it back.

MR. PETERSON: Correct.

MR. SULLIVAN: So, I may take --

MR. PETERSON: I'm for the pay it, get it back.

MR. CZECK: That's fine.

MR. PETERSON: You're good with it as long as the rules --

ATTY. RIES: Yeah.

MR. SULLIVAN: But we need to put it in our rules.

MR. PETERSON: Correct. And HydroCorp will help Darren with that.

MR. BIGGS: Whatever -- whatever we may need. I may need some help from Matt. All we have is our standard with cross-connection with the control on that. So, if there's anything more -- if you want to do a three-way with the gentleman I've been talking to with any concerns you may have,

February 3

26

let me know.

ATTY. RIES: Okay. I mean, once they start looking at the plan and how, you know, we'll modify whatever we need to to build that fee in there, so it's stated.

MR. BIGGS: Would you need that before we actually told him which way we're going? I mean, if they voted to it and said let's go this way and you have a problem with it, we can always change that.

ATTY. RIES: And that's part of the services in the first plays is to move forward with him. I would say move forward with him under that set-up and then we can do a call.

MR. BIGGS: So, you would be okay with what you see in there going into a contract with them?

ATTY. RIES: Yes. Yes.

MR. BIGGS: Okay.

MR. PETERSON: Motion to agree to the contract -- reimbursable contract with HydroCorp.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. There you go, Darren.

MR. BIGGS: Okay. This one will be quicker. The other one was the cell meters, Metron, see if we can get somebody in here to explain those and we mentioned that. March 17 -- I think I threw out an e-mail to everybody, March 17 is what we're looking at, regular scheduled meeting.

MR. PETERSON: I'm good with that.

MR. BIGGS: I asked permission to replace the LEC meters, we need to replace both of them. I got permission, it's reimbursable, they're -- there is -- it was \$28,942. The price changed to \$36,095.92. That covers the installation, the testing, the whole set-up with our radios and whatnot. And it was a bad quote before, they didn't have all that in there. So, I need permission for the \$36,095.92.

MR. SULLIVAN: Make a motion.

MR. PETERSON: Make a motion to pay \$36,095.32.

MR. SULLIVAN: Exactly.

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

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

MR. BIGGS: The property on Tod Avenue that the service line -- I got quotes for it. I ended up with three quotes. One came in at \$13,500, \$14,500, and \$15,500. So that's what we're looking at if we contract that service line on Tod Avenue. So, what --

MR. PETERSON: That's contracted out, they're doing all the road and everything?

MR. BIGGS: That would take care of 100 percent of it. That was -- just to give you an idea, here's one of them here with the hydrovac truck, cut open the road to the main line, hydrovac it, you got a bore involved, obviously the tap and all that stuff, the signage -- they were going to put up jersey barriers so it's safe, take that out, put those back in there. It's not a small little to normal tap. Just to give you an idea. That's why it's so expensive.

MR. CZECK: Well, the customer is paying for that.

MR. BIGGS: That's what we need to discuss.

MR. PETERSON: Historically who pays for the tap?

MS. SLUSARCZYK: The tap-in, the line, the customer pays for. The -- if our department is not able to make the tap, it is the contractor or subcontractor, whoever, that fee is passed on to the customer.

MR. CZECK: Well, I believe they know that.

MR. PETERSON: I just want to make sure.

February 3

26

MR. BIGGS: We generally do what we can. Like if it's over and above, this is a different circumstance, then it would be borne, yeah, on the customer. Now from talking with them, if their argument is or is going to be that there -- we should have made them have water there before, the previous owner, and we did not. So now it's their problem, and we're going to make them pay for that.

MR. PETERSON: Are we making them have water?

MR. BIGGS: No.

MR. PETERSON: I don't remember anything making them have water.

MR. BIGGS: I'm not an attorney. What I've heard is in discussion with them trying to work this out. So --

ATTY. RIES: Weren't they aware of it when they bought the property?

MR. PETERSON: I believe they were.

ATTY. RIES: So, no, I don't --

MR. BIGGS: Okay.

MR. KOGELNIK: How would that work? You could subdivide property and create your own parcels and you won't have a service to those new parcels.

MR. PETERSON: Correct.

MR. SULLIVAN: We've had that situation several times.

MR. BIGGS: It was just -- the building was already existed. I didn't know it, but apparently there was a restroom there or something going on that probably should have required water.

MR. PETERSON: Somebody probably thought it was put in before the requirements were there.

MS. SLUSARCZYK: I don't think the restroom was working. I think a room, a bathroom, existed. I don't believe it was working. I understood they were going to drill a well as that's what the business was, and then I don't believe they even did that.

MR. BIGGS: I'm unaware of that building. I just want to make everybody aware of what it's all about.

MR. PETERSON: Okay. So yeah, just -- I guess reach out to the property owners and let them know that you have got the three quotes, and I assume they can pick whoever they want because they're paying for it. Is there somebody on there you're not happy with or --

MR. BIGGS: No. All three are reputable, yeah. I wouldn't have an issue with any one of these three here, no, right.

MR. PETERSON: Okay. All right. Are we good? What else you got, Darren?

MR. BIGGS: I don't know if you guys noticed frost lines go running around potholes. And yeah, I applied for a grant through the E.P.A. for that lead service lines. There's some that we couldn't get answers for. So, I got the grant, they're out here. What they do is just hydrovac, they just pothole down, they see what the line's made out of, they report back so that we have it on our list, they fill it with topsoil. And if everything goes smooth -- they were here Monday, today, and they will be here tomorrow. And they can -- from what we had, I believe we'll be done with getting everybody's information on there. So that might be if you see them running around there, they're doing it for us.

MR. PETERSON: Have you had the opportunity to see how the hydro excavation works?

MR. BIGGS: I've seen how that works. We don't have the cash.

MR. PETERSON: Are you ready for one? Because I'm willing to help you with that because I understand how easy that is.

MR. BIGGS: That will do it for me. Any questions?

MR. PETERSON: Any questions for Darren?

MEMBER COMMENTS:

MR. PETERSON: Okay. Member Comments. Any comments?

February 3

26

ADJOURNMENT:

MR. PETERSON: Okay. Motion to adjourn.

MR. SULLIVAN: So, moved.

MR. PETERSON: Second. All in favor?

(All respond aye.)

MR. PETERSON: All opposed.

(No response.)

MR. PETERSON: Motion passed.

(Meeting ends at 5:36 p.m.)

C E R T I F I C A T E

STATE OF OHIO)
TRUMBULL COUNTY) SS.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Niles, Ohio on this 9th day of February, 2026.

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

Submitted by:

Approved by:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President