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RECORD OF PROCEEDINGS
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS
1455 Salt Springs Road, Lordstown, Ohio
January 20, 2026
4:00 p.m. to 5:20 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: Ms. Jaclyn Woodward, Mayor
Mr. Liam Mathews, Verdantas
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 20th of January, 2026.

MR. PETERSON: I'd like to call this January 20 regular Board of Public Affairs 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. He's going to be about 15 minutes late. He did text and he's just running behind.
MR. PETERSON: Okay.
MS. SLUSARCZYK: Previous meeting. And Matt Ries.
ATTY. RIES: Here.

APPROVAL AND CORRECTION OF MINUTES:

MR. PETERSON: All right. Approval and Correction of Minutes. We don't have any minutes.
MS. SLUSARCZYK: No. Becky doesn't have them formatted yet.

CORRESPONDENCE:

MR. PETERSON: Any correspondence? Seeing none --

PUBLIC COMMENTS:

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

NEW BUSINESS:

1. Election of Officers

MR. PETERSON: New Business. Item number 1, Election of Officers.

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MR. SULLIVAN: Make a motion to elect Chris Peterson chairman.

MR. PETERSON: Okay. Motion by Mike.

MR. CZECK: Second.

MR. PETERSON: Second. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. I'll make a motion Mike Sullivan as vice-chairman.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. Okay. I would like to call an executive session real quick for --

ATTY. RIES: To discuss the terms and conditions of a Village employee.

MR. PETERSON: To discuss the terms and conditions of a Village employee. Do I have a second on that?

MR. CZECK: Second.

MR. PETERSON: Second. Roll call vote please.

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

MR. PETERSON: Inviting the Board and the Mayor. Okay.

ATTY. RIES: Do I need to be there or not? I don't need to be, I'm just wondering if you want me to be.

MR. PETERSON: Sure, you can come with us.

(The Board goes into executive session at 4:07 p.m.)

(The Board returns from executive session at 4:25 p.m.)

MR. PETERSON: Motion to come back from executive session.

MR. CZECK: So moved.

MR. PETERSON: Roll call please.

MS. SLUSARCZYK: Chris Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

MR. PETERSON: Okay. And no action taken at this time. Any other New Business? Seeing none --

OLD BUSINESS:

1. Imperial Sewer & Water Agreements

MR. PETERSON: Item number 1 of Old Business, Imperial Water and Sewer Agreements.

ATTY. RIES: So, at the last meeting we, I think, got everything ironed out with the attorney. I sent her over a draft settlement agreement. She responded that she wants the language about re-negotiate -- will agree to meet in good faith and re-negotiate the water and sewer agreement, she wants the word re-negotiate taken out; instead confer in good faith about any issues with the water and sewer agreement. If you guys are okay with that language I'll revise it, send it back over to them for signature and have it for a resolution at the next meeting. Legally I don't think it makes much of a difference. We talked about it. No matter which language we use we're not binding them to re-negotiating the agreement, the only requirement is that they meet with us.

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MR. CZECK: I'm fine with that.

ATTY. RIES: Okay.

MR. PETERSON: Mike, are you okay with that.

MR. SULLIVAN: Not really, but -- I mean, it seems to me that they're doing everything they can to say when we meet we're not going to do anything.

MR. PETERSON: I don't disagree.

ATTY. RIES: They could meet, sit down and meet, and say we don't agree with your terms, get up and walk away and they won't comply with the agreement. There's nothing to bind them to change the agreement the way the agreement is drafted.

MR. PETERSON: But even leaving that language in, the language change doesn't really.

MR. CZECK: Doesn't say anything --

ATTY. RIES: It's just semantics. No matter what the provision is, it just gets you a meeting is all it does. And I just want everyone to be aware of that.

MR. SULLIVAN: Well, I agree even when they were -- the number two that we had in there, there's many contracts that you go into negotiations and agree to leave the contract as it is for a period of time.

ATTY. RIES: And we proposed that language, they weren't willing to agree to it. We don't have to accept the agreement, but I just want you guys to understand what you're agreeing to. This change that they've requested from a legal standpoint really doesn't impact --

MR. PETERSON: Yeah, it's not impacting it. I would say change it and send it back to them and see, and then we'll have it at the next meeting.

ATTY. RIES: Okay.

2. New 24" Waterline

MR. PETERSON: Okay. Item number 2, new 24-inch water line. Chris, do you have any updates?

MR. KOGELNIK: No, there really isn't anything.

MR. PETERSON: Okay.

MR. KOGELNIK: What would the Board want to do next with the 24-inch water line?

MR. PETERSON: I know the engineer at 1:00 today sent me back RFQs, so I am anticipating sending them to Cindy and we should be able to send that out. That's the (inaudible). Chris, the one thing I will need is -- you had a proposed cost, correct?

MR. KOGELNIK: Yes, at one time.

MR. PETERSON: I did not have that number. Could you send me that number to put on there?

MR. KOGELNIK: You mean the probable construction cost?

MR. PETERSON: Correct, correct.

MR. KOGELNIK: We have that set.

MR. PETERSON: That's the one number he sent, sent it back and said you forgot to put this; and I didn't put it because I didn't know it.

MR. KOGELNIK: Okay, all right. And then when approximately will you advertise RFQ?

MR. PETERSON: I would assume -- Matt, do we need to actually approve to advertise at the meeting, or the Board's pretty much agreed that we're going to advertise for it so we're good?

ATTY. RIES: I mean --

MR. PETERSON: Probably it should come to you to look over to just to make sure.

ATTY. RIES: You guys -- you want to do this at a meeting and send it to me to look at first? You never sent it to me, right?

MR. PETERSON: No. You sent me the template, and I went with it and the engineer looked it over. So could you put that on the next agenda and we'll -- so we'll advertise after next meeting.

MR. KOGELNIK: Yeah. So -- and I think Cindy stated that the Village has started to look at the administrative things for due diligence on

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the U.S. E.P.A. grant like the modules for the training and also the SAMS code.

MS. SLUSARCZYK: Yeah.

MR. KOGELNIK: So, there were a few things that were in the list that I provided Bill Blank that the Village had to do, and I think Cindy stated that you guys were on that. So, if that's going okay then you're on your way to hopefully getting an agreement with the U.S. E.P.A. that you can start to draw down on those funds. That's what you want to do.

MR. PETERSON: Yeah.

MR. KOGELNIK: That's what you need to do for that project and also the water booster station project. So --

MR. PETERSON: Do we know the timeline on when the funds disappear? Has anybody ever told you?

MR. KOGELNIK: We've bantered that.

MR. PETERSON: I know you've asked the question a bunch of times.

MR. KOGELNIK: At this point in time, I would ignore that and just try and focus on getting that U.S. E.P.A. grant established so that you can start drawing down on those funds. Because I think the moment you start asking, this is probably going to be a problem.

MR. PETERSON: All right. Item number 3 --

MR. BIGGS: Chris, I just -- I set a meeting with MVSD and they asked how the 24 was coming.

MR. PETERSON: It's on their radar.

MR. BIGGS: So, they're still interested I guess and wanting to know where we're at with that.

MR. PETERSON: Okay, cool. All right. Anything else on that? Seeing none --

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

MR. PETERSON: Item number 3, Clean Energy Trumbull, LLC Sanitary Sewer Lordstown, Ohio E.P.A. PTI.

ATTY. RIES: Well, that's what we have the meeting -- a work session on. So, we've got the hearing date they are going to be here, public hearing.

MR. PETERSON: February 2.

ATTY. RIES: It's February 4. So, it starts at 6:00, they want people to start arriving at 5:00. So, we'll have to -- we'll have to talk about that at the work session tonight.

MR. PETERSON: Yep. Okay. Any other questions on that, any --

4. Rules and Regulations Governing Water Use and Service

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

MR. KOGELNIK: I have not yet gone through there to look at that in terms of updating the inspection fees and whatnot, and I still have to do that. And I'll coordinate that with Cindy.

MR. PETERSON: Okay.

5. Niles Bulk Water Agreement

MR. PETERSON: All right. Item number 5, Niles Bulk Water Agreement.

ATTY. RIES: Still on hold with that until, you know, we know more about the 24-inch line.

6. Trumbull Energy Center - Warren Water Line

MR. PETERSON: Okay. Item number 6, Trumbull Energy Center Warren Water Line.

MR. KOGELNIK: There's really nothing going on on that project.

MS. SLUSARCZYK: I do have a question, Matt. I was on some e-mails earlier where Ted had said that they'd reached substantial completion. In my opinion, for whatever that's worth, substantial completion -- and I think our contract says that we have it begins with.

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ATTY. RIES: Commences full commercial -- commences full commercial operation.

MS. SLUSARCZYK: I don't think those are the same. I understand they're only at 30 percent, and it's through the grapevine that they're only producing 30 percent of the intended power or only able to produce at 30 percent. So, is that the same?

ATTY. RIES: You know, they say in their view that they're up and operational, they've started substantial completion of the facility. I mean, I don't know what evidence we have to the contrary. We do have a contract in place with them since 2022. They said the 16-inch line has been closed since September 2025, which was one of our big concerns. I mean, I don't have any reason to believe that they're not ready under our 2022 contract. But I mean, if somebody has a reason -- I mean, I'm not sure if we're just going to keep fighting with them on transferring this over into their name or what. I mean, based on that, you know, it doesn't seem like we have any information to say that now they're not in operation, you know.

MR. PETERSON: And I did reach out and left a voice message for Ted Harvey hoping he would come to this meeting. I don't know if he's reached out to you at all.

MS. SLUSARCZYK: I have not heard anything from him.

ATTY. RIES: If you want, I can reach out to their attorneys and say we want you to come to the next BPA meeting to present why you guys think that you're --

MR. PETERSON: Substantial completion.

ATTY. RIES: It's not substantial completion. The language is full commercial operation of its facility.

MR. PETERSON: Okay. I think if you're to that point -- yes, Chris.

MR. KOGELNIK: Cindy, I understand what you mean about substantial completion, and we all understood the terminology about full commencement. Full commencement and drawing 30 percent of water just -- it doesn't sound correct, right? But substantial completion of a facility is was the facility designed as -- or I'm sorry, installed as designed and is it being used as intended. That's typically the definition of substantial completion. And at this point in time if they are drawing water from the facility whether it be 10, 90 percent, I don't know, if it's gone through the punch list and it's into the maintenance period -- which I don't know, that's on Warren's part -- then it most likely is beyond substantial completion.

MS. SLUSARCZYK: Okay.

MR. KOGELNIK: But I think the group that we talked about under no circumstances should they be drawing water through the cross-connect.

MR. PETERSON: Correct.

MR. KOGELNIK: And that's what I understood was the biggest issue at the last meeting.

MR. PETERSON: Correct.

MR. CZECK: Did we send them a final bill on our side, Cindy, from our usage?

MS. SLUSARCZYK: Final bill, no. They -- like I said, I was on some e-mails, and it just stopped, it got cut off. I honestly can't remember what the last e-mail I had about it. But again, I told Ted about having to renew -- we were talking about having to come to the BPA for approval to transition that service from the bulk water agreement to the contract agreement. And that was the last I heard from any of the parties.

ATTY. RIES: So, we know they haven't been drawing from the 16-inch line since September. We have an agreement in place to supply them with water. If, you know, the risk to us is -- you know, commences full commercial operation is a vague, is a subjective term. If they're saying no, we're commencing full commercial operation, we're saying no you aren't and we really don't have anything to stand on, they could sue us, you know, at some point for, you know, the difference in what they're paying right now.

MS. SLUSARCZYK: So in regards to like the Village with the tax abatements and stuff and they reach full commercial operation, that term repeats itself, and then they start making their annual payments, we have to

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have a date. I've not been provided a date. And I mean, those things carry over from one might be in the water service agreement. But when we're talking about their pilot, you know, there's a payment due from them one month after that time period. And if they commence, they're substantially complete in December, then on January 16 I should have seen a payment. So where are we? I just need I think clarification or to make sure that everything is the same.

MR. KOGELNIK: Yeah, I think that you're probably correct, Cindy. And you know, whether or not the terminology in the agreement was subjective or not, the City of Warren should put pen to paper and say hey, our project is substantially complete, we've done this, we've done that, the dates that Cindy might need are this or that. I mean, that makes sense to wrap up this entire project for Warren and share that information with the Village. That's the least they could do for extending a water line into your property.

MR. PETERSON: So, to clarify, they sent you an e-mail and said they're -- that they're done, they're in commercial operations, whatever the language may be in the contract?

MS. SLUSARCZYK: He did in mid-December.

MR. PETERSON: Mid-December.

MS. SLUSARCZYK: And when I received it, it was late in the week or something and I sent it to Matt because I -- again, I don't recall the full content of the e-mail. But I thought huh, this is different from what the Board has guided me to do with the bulk water agreement. So, Matt had talked to him and talked to us I think at the next Board meeting, but I don't think -- I haven't --

MR. PETERSON: They kind of ghosted you.

MS. SLUSARCZYK: -- and I don't know. And I just need to understand if they -- we have a contract that commits us to give them water, yes. But typically, we also have a customer come in and sign up for a water permit which assigns an account number and starts the billing, it's a final reading off that meter. And now the December date that wasn't done, so how do -- how do we determine -- I mean, Warren is billing us. I mean, there's a way to do that billing provided we do it through a month. But if it's a random date, if he's going by a date in December, the middle of December, that's not done, we can't go back in time and pull that reading from that because there's -- the difference is the water rate.

MR. PETERSON: Correct, yeah.

MS. SLUSARCZYK: So, I -- if it is -- if he's under the understanding that he's done in December and January we're on the new rate, well we need them to come in and --

MR. PETERSON: They need to sign a service agreement.

MS. SLUSARCZYK: -- get the permit established and stuff like that and do that bulk water billing or know that that's our last bulk bill agreement with them. Because even the bill that we receive from the City of Warren is not billing me at the contracted rate.

MR. PETERSON: Correct.

MS. SLUSARCZYK: And I assume that's because they know we're billing under a bulk water agreement. Assuming are dangerous words. So, there's many moving parts on such a small little task, but there's a lot of parts that I have to align to transition.

MR. PETERSON: So Matt, do we just send them an e-mail and say this is the stuff you need to do to --

ATTY. RIES: Yeah. Because right now I forwarded you guys the e-mail they want the February invoice for the billing cycle starting December 26, 2025, to be the water agreement rate, not the bulk water rate. That's what their demands are in that e-mail. I sent it to you guys.

MR. PETERSON: There's no way to do that on your side, correct?

MS. SLUSARCZYK: It depends on what the -- Warren's reading date was. Warren sends me the bill if that was that date. Yeah, we could.

MR. PETERSON: If Warren read before there and you're still in that reading period.

MS. SLUSARCZYK: If that's the end of the Warren reading period.

MR. PETERSON: What are your guys' -- I would say send an e-mail.

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MR. CZECK: When did you shut off the -- you have a 4-inch going in there and the --

MS. SLUSARCZYK: We didn't shut anything off.

MR. BIGGS: Nothing has been shut off yet. The only thing we have is that 4-inch going in there.

MR. CZECK: So supposedly that would be off too.

MS. SLUSARCZYK: The 4-inch is a separate water agreement.

MR. BIGGS: But that was Gemma, right?

MR. PETERSON: That was under Gemma, yeah.

MR. BIGGS: I didn't get anything to turn that off. So, everything is still on on our end, correct?

MR. CZECK: Okay.

MR. BIGGS: But that will be coming back. Gemma had signed up for that, that bulk water, yeah. But I haven't gotten anything saying to turn it off yet.

MR. SULLIVAN: Because she still has --

MS. SLUSARCZYK: When I speak for -- when I say we, when the water was turned on from the 45 or Tod Avenue access we didn't turn that on or turn that off, that was Warren just provided water services. They didn't even inform us, nothing. So, all we are is reacting to a bill from the City of Warren for that supply.

MR. BIGGS: Only thing I had, I got a phone call from a contractor asking what is needed to disconnect that service for that. And I explained it to him, and I haven't heard anything after that. That's as far as I have anything.

MR. PETERSON: So Matt, do you see an issue with that, send an e-mail and step-by-step, this is what the process is?

ATTY. RIES: Yeah. To get it switched over?

MR. PETERSON: Yeah.

ATTY. RIES: I mean, that's what they've been asking for. Okay.

MR. CZECK: Don't we still have the contractor's deposit?

MS. SLUSARCZYK: Yes. We wouldn't release the deposit until after the final bill is paid. And the bill -- the current bill is I think due tomorrow, and it's unpaid at this time.

ATTY. RIES: So, when did the Warren water rates under our agreement fall in line, do we know that? Because we have an agreement with Warren, a supply agreement, and then we have a water agreement with TEC. When did Warren start charging us?

MS. SLUSARCZYK: Warren's billed us from day one for that water.

ATTY. RIES: So what is that?

MR. PETERSON: At a different rate.

MS. SLUSARCZYK: At a different rate.

ATTY. RIES: Different from our contractual rate?

MS. SLUSARCZYK: Yes.

ATTY. RIES: Okay. Are they still billing us, not our contract rate?

MS. SLUSARCZYK: I won't receive a bill from the end -- from Warren until the end of this month to know what they charged for January.

ATTY. RIES: Okay.

MS. SLUSARCZYK: They read typically on the 26th or 27th of the month, and then usually the first week of the following month. So, like around February 5 I should have the readings from Warren to see.

ATTY. RIES: Okay. Well, we need to know that because everything was based on those rates between the two contracts. So, you think you'll know when, Cindy?

MS. SLUSARCZYK: By February 5.

ATTY. RIES: Okay.

MR. PETERSON: Can we just pick up the phone and call Warren and say what you're going to bill us? I don't know if it's that easy or not.

ATTY. RIES: I can e-mail Franco and Enzo too and see what they say.

MR. CZECK: Tell them it's 26th, not 27, in the e-mail.

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

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

7. Trumbull Energy Center - Sanitary Sewer

MR. PETERSON: Okay. Trumbull Energy Center Sanitary Sewer.

ATTY. RIES: So, we're still stuck on this agreement. The provision they want to hold onto is that, you know, it's just a financial compensation arrangement; that if they have to discharge into additional connections, if the NPDES permit is not allowed and they have to run it through Trumbull County sewers, assume that they could, that they'll pay that offset. They're not agreeing to pay for any improvements that -- if they have to connect in for, you know, the sewer if Trumbull County can't handle what is being discharged. So that's what we discussed at the last meeting is this the hill to die on. Because my understanding is we're -- our current system can't handle it in any event anyway, and that's going to become a problem between the City of Warren, Trumbull County and TEC if the NPDES permit gets denied because Warren doesn't want it. So --

MR. SULLIVAN: But it's going to go to Warren anyway, won't it?

MR. PETERSON: If it goes to the County or goes to us it's got to go to Warren and --

MR. SULLIVAN: So, saying Warren don't want it, it's going to Warren?

MR. CZECK: Yeah.

ATTY. RIES: Yeah.

MR. SULLIVAN: And to say that we can't handle it, I would think that our sewer system is going to be under from -- if LEC and TEC are both one's going to Mud Creek and the other is going to go into their own tributary --

MR. PETERSON: LEC goes into our sewer. That (inaudible). So regardless, LEC goes into us.

MR. BIGGS: Correct.

MR. PETERSON: TEC, that's the meeting on the 4th of February.

MS. SLUSARCZYK: Now what if they're disposing of their effluent now in Trumbull County sewers, not just their domestic water?

MR. PETERSON: Matt?

ATTY. RIES: It's whatever comes through that meter basically they're supposed to pay us for, whatever it is.

MR. PETERSON: But we have no agreement right now.

MS. SLUSARCZYK: The domestic meter and their production water is not -- would not be the same meter.

MR. KOGELNIK: So that's a really good question. And I think the answer that Ohio E.P.A. is going to say is that TEC has asked for that to happen and they were allowing it. And that's again --

MR. PETERSON: They have an active NPDES permit as it sits now.

MR. KOGELNIK: Yes, they do. But that's an unusual situation where they are discharging to, you know, a manhole rather than the connection being made to the Trumbull County line. So that's all I can say about that.

MS. SLUSARCZYK: What if they made an actual connection?

MR. KOGELNIK: Well, that would be in line with what they at least stated in their NPDES permit and their PTI application. Whereas the prior discussion that wasn't even mentioned and they just did it, which is not good for the Village.

MR. SULLIVAN: Wouldn't there be plenty of capacity?

MR. KOGELNIK: Pardon me, Mike?

MR. SULLIVAN: Wouldn't there be plenty of capacity?

MR. KOGELNIK: If you're talking about just the sewage coming from their admin building, we could have -- we could easily fit that in. That's not a problem. All right. It's just the fact that they've started doing what they're doing, and the Village is just reacting to it. And what Cindy is asking for is discharging some of that waste water into an existing sanitary sewer which drains to Trumbull County sewer, and we can't control that.

MR. SULLIVAN: Well, I guess it would be more of a question for Matt. Ever since we've had this sanitary sewer, we've had the right as a

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sovereign Village to take precedence, they would have to go into our sanitary sewer.

ATTY. RIES: Not necessarily. So, I mean, the County's sewer system already exists there. So, it would be true if they were trying to build a new sewer system within our jurisdiction but they're not, that already exists, and they've never abandoned it or give it up. The Trumbull County sewer system is there. The issue as to whether or not we could require them over the County, that plays into a lot of different factors. One of the biggest factors is what the E.P.A. decides, and the E.P.A. decided in their PTI to approve the hook-up to Trumbull sewer. And the other arguments they would make is they would have to -- it's not as convenient for them to hook into our sewer system because it doesn't run right up to their facility. There would be a lot of money, there would be extensions and wetlands and, you know, they would argue versus having Trumbull County sewer right there. So, you know, we don't have the unilateral right to tell them they can't hook into a county sewer system that's already there.

MR. SULLIVAN: Well, it's not a lot different than when the master meter and we negotiated with --

MS. SLUSARCZYK: Ultium.

MR. SULLIVAN: No, with --

ATTY. RIES: LEC.

MR. SULLIVAN: The trucking.

MR. PETERSON: Old Dominion is what you're talking about?

MR. SULLIVAN: No. On Bailey Road.

MR. KOGELNIK: TJX.

MR. SULLIVAN: It's TJX. They wanted to go into the County. We said no and then -- it would have had to take it across the road to go into ours. And we argued hey, you got to go into the County -- I mean, you got to go into ours. We negotiated that they could go into the County if they put a master meter in the park, we would pick up the 13 houses along Bailey Road.

ATTY. RIES: And a lot of that comes down to getting their permit, site plan review, everything that's agreed upon in, you know, negotiations with the Village at the early stage. We didn't have that benefit with TEC because they don't have to comply with our local ordinances because they got a state certificate from the Ohio Power Siting Board, which basically it's been the common theme problem with this company, it's just do whatever they want. So, any negotiations they had with us in that regard are somewhat voluntary on their part.

MR. PETERSON: Just my personal opinion, I think it's very important that we don't give up in case this meeting goes bad for them and they will lose the NPDES permit. They would have to upgrade somebody's sewer, and I would rather it being ours than the County.

ATTY. RIES: I will tell them these are our sticking points in the agreement.

MR. PETERSON: Stanley, do you agree?

MR. CZECK: Yes.

ATTY. RIES: You guys want me to fight that, okay. Absolutely.

MR. PETERSON: Mike, are you good with that?

MR. SULLIVAN: Yeah.

MR. PETERSON: Okay. All right.

8. Proposed Hallock Young Road Water Line Improvements

MR. PETERSON: Item number 8, Proposed Hallock Young Road Water Line Improvements.

MR. KOGELNIK: Matt, any update on the MFA?

ATTY. RIES: I talked to Hailey -- she's one of the attorneys for SoftBank -- on Wednesday. She just had some questions about our estimates, if those were current; and I confirmed that those were still current. She has sent me some -- sent additional changes, I'm looking through those. Again, I don't see anything that's that bad. So, I'm going to work on revising those, sending them back to her. Once we get everything kind of ironed out, I'll circulate it to you guys to make sure it's okay for approval and get signatures. I don't see any big stumbling blocks right now in terms

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of the changes. I just talked to her last Wednesday, so I'll get something together shortly on that.

MR. KOGELNIK: We're ready to go, you know, as soon as the Village can get that agreement with them.

MR. PETERSON: Cool. All right.

9. Salt Springs Road Booster Station Relocation

MR. PETERSON: Item number 9, Salt Springs Road Booster Station Relocation.

MR. KOGELNIK: Yeah. So, I want you guys to know that I -- my contract documents team calls me probably twice a month now, and they want to know can we go now, can we proceed with this, you know. And so, I got some people looking over my shoulder so just prod me along, and this week's discussion I said we need to get going on this. And so, you know, we're waiting for the Ohio E.P.A. permit to come back. But I talked my group into saying, you know, if we're waiting on that can we at least advertise for the project, get the advertisement out of the way and wait for the permit to come in because we don't expect many comments from Ohio E.P.A., and the answer for that was yes. But the property is still the question mark.

ATTY. RIES: We have a closing scheduled for this Friday at 1:00. Shelly, the wife, took -- she took a day off two weeks in advance, she confirmed that they'll be there. I've already circulated our settlement statement, you know, payment and everything to the title company. I got the release from Ohio Edison. So, we're scheduled Friday assuming they show up.

MR. KOGELNIK: Aside from that, I mean this project it's ready.

MR. BIGGS: Matt with the closing, I believe that there's still stuff on the property, equipment and whatnot the last time I was by there.

MR. CZECK: Yeah. I went by the other day, it looks like it's moved to the front section.

MR. BIGGS: Yeah.

MR. CZECK: Looks like there's some heavy equipment and a truck or something.

MR. BIGGS: There might be still some back there. How do we address that? Is that something you might need to address at closing?

ATTY. RIES: They're supposed to have it removed under our purchase agreement. I will call Shelly and find out. But I still think we need to close and grab the property regardless because it's very touch-and-go with this group.

MR. BIGGS: So, once it's closed are we still waiting for them to move the stuff, or does it become our problem?

ATTY. RIES: If they're not going to remove it voluntarily, we would just have to remove it to get it out of the way.

MR. BIGGS: So, once she closes, does that become our problem then basically?

ATTY. RIES: Yeah. Is it anything of value?

MR. CZECK: There's scrap value there. You wouldn't lose any money.

MR. BIGGS: You may find some stuff that's rotten. I was over there.

MR. CZECK: Heavy equipment, a dump truck. There was quite a bit of -- it looks like they've got it moved up to the front of the property. Maybe they're just waiting for somebody to come in and load it and take it out.

ATTY. RIES: I'll call her about that and just find out.

MR. BIGGS: I don't know if you should bring it up in closing or whatever else because --

ATTY. RIES: I'll call her because that's some of the --

MR. BIGGS: That would be something we would need to get rid of, start doing, you know, anything that --

MR. SULLIVAN: Just scrap it.

MR. KOGELNIK: Hold on about the idea of scrap. Yes, there's scrap value there; but there's also a cost to taking that away. Understand that. So, let's --

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MR. SULLIVAN: I'm just thinking of the quickest way to get it out of there where we may recoup some of the --

MR. KOGELNIK: Let's see where Matt is at after that date of closing and what he can communicate with them. Aside from that yes, we can put provisions in the contract to have a contractor lift things up, put it on a trailer and haul it away. We can do that. That's -- that shouldn't be a big problem.

MR. PETERSON: If he closes on Friday, what do you think the date is for the first shovel to hit the ground?

MR. KOGELNIK: Month-and-a-half after that.

MR. PETERSON: Okay.

MR. KOGELNIK: At the earliest. Now understand that this project it involves civil site work, actually three sites, and the moving of that equipment. And so I've already started to think about that and, you know, based on the estimate they'd produced I'm starting to think okay, what are the soonest elements that need to be done by a contractor so that we can encumber those funds and spend those funds down and make those allocated to the ARPA funds. That's first. By September 29, \$200,000 has to be eligibly spent on the project. So that's how I'm thinking. And then after that nobody is telling me the U.S. E.P.A. has a deadline, but we fully intend to use the remaining U.S. -- you know, dollars for the U.S. E.P.A. And of course, the Village has a 20 percent share on that amount. That's how I'm thinking about this.

ATTY. RIES: Can these funds be used for the purchase of the property?

MR. KOGELNIK: I believe that we talked about that, and that was a yes.

ATTY. RIES: The one thing we just have to be careful of, some of that money is coming back to us because there's a \$25,000 assessment from the Village that's part of that. So, some of that's coming back to us.

MR. KOGELNIK: What I need from you all is to, you know, provide me with what your costs are on the project so that I can shovel that off to Phyllis Dunlap our expert and say Phyllis, is this an eligible cost; and if it is, we're going to make sure that, you know, that's spent down or reimbursed from ARPA.

MR. PETERSON: So Matt, what you're saying, the \$25,000 that comes back to us we shouldn't put in that price because it's -- it might come back?

ATTY. RIES: Yeah. And it's not going to be the full amount, the County is keeping some; but it is going to be a decent amount that we're paying that's coming back to us. We wouldn't want to --

MR. CZECK: Well, why don't we authorize he can advertise pending if Matt would send them --

MR. PETERSON: I'm good with that.

MR. CZECK: We're going to go ahead. That way you don't have to wait until the next meeting.

MR. KOGELNIK: That's a good thought.

MR. PETERSON: I'll make a motion we advertise for construction for the booster station relocation.

MR. SULLIVAN: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. You're good to go.

MR. KOGELNIK: I'll let the team know. And if there's anything that you guys need in terms of, you know, or if you can tell me everything that you're encumbering on your side so that I can build that into my estimate and just keep track of it, and I'll likely -- I'll in turn share that information with you too so you can see how I'm thinking. Because together the Village needs to spend that money down, and that's the goal until September 29.

MR. PETERSON: Cindy, would you work with Chris on that?

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MS. SLUSARCZYK: Absolutely.

10. I&I

MR. PETERSON: Item number 10, I&I. Any updates? Okay.

PUBLIC COMMENTS:

MR. PETERSON: Additional Public Comments. Any public comments?

MAYOR WOODWARD: I was asked to ask the Board where we're at with 6345 Tod Avenue.

MR. PETERSON: I had it written down.

MAYOR WOODWARD: Yes. It is still hanging out there unresolved.

MR. PETERSON: Darren, do you want to give an update now?

MAYOR WOODWARD: 6345 Tod Avenue.

MR. PETERSON: You were going to get a couple other bids for --

MAYOR WOODWARD: That was for Mark and Roxanna Holton.

MR. BIGGS: I know where the property is. I reached out to three of them, I got one back. The bid came back at \$15,500. The other two I have not got back. I met three of them -- with three of them down there, only one got back.

MR. SULLIVAN: You had one prior to that.

MR. BIGGS: It was a quick estimate to give an idea of what where we're at. They were one of them, and they actually got back. I like them actually, figures out not give me a call back.

MR. SULLIVAN: That was the one you got back?

MR. BIGGS: This was just last week that I met with all three of them though. But they actually had a head start because they were aware of the project, so they got it back a little bit quicker.

MR. PETERSON: So, do you anticipate getting the other two back?

MR. BIGGS: They seemed responsive that they were going to. It was last week so -- I just don't have three of them.

MR. PETERSON: What was the first projected bid, like the number you had before?

MR. BIGGS: Seventeen, I believe.

MR. PETERSON: I thought it was seventeen something.

MR. SULLIVAN: And they come in at 15?

MR. BIGGS: 15.5.

MR. PETERSON: It's a little bit more now that they know about the project.

MR. BIGGS: Less, correct. It was a conservative estimate ballpark, and that's all I was looking for. And so, the one came back at 15.5. I'm waiting on two others.

MR. PETERSON: Okay.

MR. BIGGS: So, when --

MR. PETERSON: I would rather wait for the other two. We can get that down some, and I don't think in the next two weeks they are going to do anything.

MAYOR WOODWARD: Probably not because of the weather.

MR. SULLIVAN: It's too cold.

MR. PETERSON: Yeah, okay.

MR. BIGGS: Hopefully, I mean, by next week I can have that for you. If not I'll push it, but --

MR. PETERSON: Yeah, if I could have the other two back with us by the 3rd. I think February 3 is our next meeting.

MR. BIGGS: I think so.

MR. PETERSON: Any other public comments? Okay.

REPORTS:

1. Solicitor's Report

MR. PETERSON: Reports. Solicitor's Report.

ATTY. RIES: No report.

2. Engineer's Report

MR. PETERSON: Engineer's Report.

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MR. KOGELNIK: I didn't provide a written report, but over the past couple of weeks I've obviously spent a couple hours looking at the documentation that was provided by the Ohio E.P.A. for the PTI application for TEC. And I guess that topic in conversation goes to the next meeting. In addition to that, we learned that the air release valve number 4 that is just east of the railroad tracks -- correct me if I'm wrong, Darren -- that valve body was already replaced, it was found cracked by the Water Department staff again. And so we're not sure what is causing the crack, but we immediately alerted the manufacturer and the contractor because it's still under warranty. And the manufacturer GA, Golden Anderson, is already readying a new valve to be installed. But you can understand probably that they're really concerned about what is going on here. They went so far as checking the lot of valves that were produced with the Village's nine valves, and there are 30 other valves had apparently according to them that were manufactured at that time that haven't experienced a problem. Just so you're aware, these valves according to the rep are bench tested at two times their normal design pressure; so, these valves passed a pressure test that exceeded 300 PSI and they -- somehow this one still cracked.

MR. CZECK: No misalignment or anything in the flanges or anything?

MR. KOGELNIK: That's a good question, and I can't answer that. So, here's the interesting thing. If you look at this thing on the shop drawing on a side view, the lid sits on top of the valve body, and there's a rubber grommet in between; and the lid doesn't come into full contact with the bottom part of the body, but it's bolted through. And one thing that was talked about previously is to whether or not those bolts were over-tightened. We don't know, you know, we're just entrusting the manufacturer. Because --

MR. BIGGS: Under that lid is where it's cracking, Stanley. Where that lid is, it's right there at the top where the screw is. That's where they are all cracking at.

MR. KOGELNIK: And that's a logical question after what we saw, and that's what we can't really quantify, prove or do anything about except complain to the manufacturer hey, it broke again. And even if they gave us nine new valves, we wouldn't still have confidence; and so, we're asking them for a report as to why it's happening. And so that's all that we can do at this point in time. I imagine they're going to want some information from us. We'll be able to give them what we got. If it's beyond that, we'll let you know.

MR. CZECK: Can we go back and check the rest of them? Did you go back and do a physical with the rest of them, no alterations?

MR. BIGGS: Correct. We've checked them all after the first time and then the two times after that to make sure every one of them -- and this is the only one out of -- since they've been in, since the first two have been replaced the last time, right.

MR. PETERSON: Is there anything with the line that would cause that?

MR. KOGELNIK: We've wondered that. But after talking about that internally and with Darren --

MR. PETERSON: You don't think that --

MR. KOGELNIK: No. And so, Chris, I gave Darren a map. Understand something, on that six mile long transmission line there's only four points of connection: MVSD, the booster station tank site, there's a 12-inch connection here at the cemetery, and there's the old connection at the booster station right next to the railroad on Salt Springs Road. But that's -- that connection is turned off. Those are the only connections you have. But here's the thing. The only thing that would produce something like 300 PSI or more would be an immediate sudden stoppage of water. The wave velocity through ductile iron would produce 300 pounds or more in the line; but Darren would see that in a heartbeat, and MVSD surely would monitor that. It just didn't happen.

MR. PETERSON: Okay.

MR. KOGELNIK: So, it's got to be a valve problem. I'm talking about their valve.

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MR. PETERSON: Yeah, their valve, yeah. Okay.

MR. KOGELNIK: That's the only thing that comes to mind. But that's what we were working on over the past couple weeks. Does anybody have any questions for me? Thank you.

MR. PETERSON: Okay. Seeing none --

3. Utility Committee Report

MR. PETERSON: Utility Committee Report. I know they had a meeting last week, I was out-of-town. Do you know anything?

MR. SULLIVAN: Who's the chairman?

MAYOR WOODWARD: Mark McGrail. They met to discuss the new rates for Dominion gas, the aggregation program; and I think that the lowest rate that we could get is 4.7. We -- Jessica and I were going back and forth in e-mails with Tom Bellish from Buckeye Energy about getting that lowered because other communities have a rate of 4.6. So, we were discussing maybe getting that to say not to exceed like 4.6 instead of 4.7. I don't know. We're still trying to figure that out, but that's going to be on tonight's Council meeting.

MR. PETERSON: Okay.

MR. SULLIVAN: Is that the aggregate that we already had, or would we have a new vote on that?

MAYOR WOODWARD: For the gas lines?

MR. SULLIVAN: No, for the aggregate.

MR. PETERSON: The aggregate for the gas lines is what he's asking. Do you like have to terminate the old aggregate to start the new one?

MAYOR WOODWARD: It just expires and we have to lock into a new one. And I believe this one would be for 15 months, so it looks like it would expire in October of '27, which would be better for us because then the weather would be warmer.

MR. PETERSON: Yeah, yeah.

MAYOR WOODWARD: The rates go up when the weather's cold. So right now, is not a good time to lock in, but we're kind of stuck.

MR. PETERSON: Okay. Any questions?

4. Clerk's Report

MR. PETERSON: Clerk's Report.

MS. SLUSARCZYK: I have no report. I just had a note to check out the RFQ. The electric, the booster pump station, okay to send that? We talked about as soon as we acquired the property because we already gave -- we were just waiting --

MR. PETERSON: I think we're good. Send it.

MS. SLUSARCZYK: I did just get Matt's e-mail about the wire transfer, and I do want to report that we currently aren't set up with that with our bank. So, I immediately e-mailed the bank, and she said it takes to two to three days turnaround time to coordinate the wire set-up. So, I'm actively speaking with her to try to get that coordinated in there on Friday.

ATTY. RIES: So, when do you think they'll be able to get it? Friday are you thinking?

MS. SLUSARCZYK: I told her the closing was Friday. The process is they'll send us the application for the wire transfer, and then they mail us a PIN to activate that. So, I'm hoping she meant e-mail us a PIN because if it's mail it's not going to be Friday.

ATTY. RIES: What bank is it?

MS. SLUSARCZYK: Huntington.

ATTY. RIES: In Warren?

MS. SLUSARCZYK: Yes.

ATTY. RIES: Okay. That's where my office is. Do you want to come up with and meet with me this week? Try to accelerate it down there, see what we can do, if we can initiate the wire from the bank or something. Who are you working with there?

MS. SLUSARCZYK: Melissa Vukanovic.

ATTY. RIES: All right. Why don't you reach out to her and say

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can I come meet with you and our attorney works in the office. We want to make sure we have this set up because a wire can take three to four hours to go through depending on the --

MS. SLUSARCZYK: And the bank that we're wiring to is Farmers, so it's -- it is a different bank.

ATTY. RIES: Okay. Yeah, just give me a call and maybe we'll go meet with her and kind of push things through so there's no bumps in the road.

MR. PETERSON: Anything else?

MS. SLUSARCZYK: No, unless you have questions for me.

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

5. Superintendent's Report

MR. PETERSON: Superintendent's Report.

MR. BIGGS: Chris, this first one's for you. We talked about --

MR. PETERSON: I didn't get a chance to look. I'll look. You called me and I was leaving right when you called me.

MR. BIGGS: Check on that and the dates when they move forward, let me know how we're going to handle that.

MR. PETERSON: I sent an e-mail to her saying what you said, and I haven't had a chance to look at it personally. And she might e-mail me back.

MR. BIGGS: Just let me know. On January 8 I believe I sent out an e-mail to everyone, the Board anyway, for January 29 as early as possible for Metron to come out and meet with you guys. You asked for a representative for the cell meters to come out and talk and explain pricing and whatever. That was the date that he came up with. I sent is an e-mail to you guys, I didn't hear anything back from anybody.

MR. PETERSON: I won't be here on the 29th.

MR. BIGGS: But we need another date, and you were going to talk with the rest of them. I still haven't heard anything.

MR. PETERSON: Is there a date in February that would work with everybody?

MR. BIGGS: Well, if he can't make it then I think the next time is going to be sometime in March.

MR. CZECK: Just have him come during one of our -- his presentation can't take that long, so have him come during one of our meetings, we'll do him first.

MR. BIGGS: So, see if we can make a meeting in March.

MR. CZECK: That way we can do him first, he can do his presentation and we can move on.

MR. PETERSON: Yep, that will work.

MR. BIGGS: The other thing that -- I sent out another e-mail to you guys, I don't know if it was the 10th or whatever, for HydroCorp, the one that's going to be taking over for our cross control for prevention. And it was okay in the last meeting, he sent out two contracts, one we pay 100 percent to them to do that, the other one they could put their partial fees on whoever they're going to be surveying or testing on; and needed to know which way we're going to go with that.

MR. CZECK: What was the cost? Do you have the cost?

MR. BIGGS: You guys should have all that.

MR. CZECK: Do you remember that, Chris?

MR. PETERSON: I don't remember off the top of my head.

MR. BIGGS: The cost for us over a five-year period averaged roughly \$4,000. It started out at \$3,700 and another was \$4,300 I believe. And what they would do, if they came to a business, they would charge them I believe \$39 to have this done. How was it -- \$37 of it would come back to us, they would keep the \$2. So, it would help to offset what we would pay out of the \$4,000. Do you guys need all that information again or --

MR. PETERSON: No.

MR. BIGGS: That's what just --

MR. PETERSON: Cindy, what is the best way bookkeeping-wise of --

MS. SLUSARCZYK: I was e-mailing Melissa. So bookkeeping wise to

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do what?

MR. PETERSON: Is it easier if we just pay it and if we pay it would they still bill the business, or we'd have to bill the business to recoup the money? So, you're having the business pay for that, correct?

MR. BIGGS: That's what is up to you guys. That was the two contracts that I sent you.

MR. PETERSON: Yeah. So, what he's asking is do we have the business pay for that, or do we pay for that because you can charge the business for it?

MR. BIGGS: Which it's basically an admin thing. They're still going to have to go through all the other stuff with the back-flow getting checked out and whatnot. Maybe you guys should look at your e-mail. I sent both those contracts to you.

MR. PETERSON: Yeah, I read the e-mail.

MR. BIGGS: And then if you have any questions ask me and I can get the answers for you guys.

MS. SLUSARCZYK: Darren, can you share that e-mail with me so I can see to be able to answer his question as well?

MR. BIGGS: Yep.

MR. CZECK: Yeah, that sounds fair.

MR. BIGGS: And I'll get you the answers from them instead of me trying to --

MR. PETERSON: That's fine.

MR. BIGGS: Okay. Everything else was covered. That's all I have.

MR. PETERSON: Okay. Any questions for Darren?

MR. SULLIVAN: Yeah, Darren. You know, I got the meter where it notifies you if there's a leak, and it keeps notifying me I got a leak. So I e-mailed it back saying I can't find a leak. And it says we can't respond to your e-mails.

MR. BIGGS: Right. It just sends out an alert to you is all it does. There's nobody manning that, it's an automated thing if it detects a leak, whatever. You sign up for text e-mail or whatever, it will let you know that. There's nobody actually watching that and sending that to you. That's all that is. It's just a reminder so that you can go ahead and look to see if there is anything.

MR. SULLIVAN: Well, I must have one somewhere, but I sure can't find it.

MR. CZECK: How often do you get the e-mail?

MR. SULLIVAN: Like every day.

MR. BIGGS: So, it's showing up every day.

MR. PETERSON: Probably a toilet, that would be my guess. Probably a toilet.

MR. SULLIVAN: I look at the toilets and it don't --

MR. CZECK: What does it look for, continuous flow?

MR. BIGGS: Yeah.

MR. SULLIVAN: You would think you would see that.

MR. BIGGS: That's exactly what it does.

MR. PETERSON: If you want, shut off the toilet for a day and see if you get the e-mail the next day. That's what I would do, I mean or put food coloring in and see if the food coloring comes through. Okay. Anything else for Darren?

MEMBER COMMENTS:

MR. PETERSON: Member Comments. Anybody got any comments?

MR. CZECK: No.

MR. PETERSON: Mike?

MR. SULLIVAN: No.

QUARTERLY APPROVAL OF BILLING ADJUSTMENTS:

January, April, July, and October

MR. PETERSON: Okay. Quarterly Approval for Billing Adjustments. We did that at the last meeting, right?

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MS. SLUSARCZYK: No, you didn't.

MR. PETERSON: Can I have a motion to approve the quarterly billing adjustments?

MR. SULLIVAN: So moved.

MR. CZECK: So moved. Second.

MR. PETERSON: Mike first, second Stanley. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

ADJOURNMENT:

MR. PETERSON: Motion to adjourn.

MR. SULLIVAN: So moved.

MR. CZECK: Second.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Thank you, everyone.

(Meeting adjourns at 5:20 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 26th day of January, 2026.

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

Submitted by:

Approved by:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President