

Village of Lordstown Board of Trustees of Public Affairs

January 7

2026

RECORD OF PROCEEDINGS  
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS  
1455 Salt Springs Road, Lordstown, Ohio  
January 7, 2026  
4:00 p.m. to 6:05 p.m.

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

**ALSO PRESENT:** Ms. Jaclyn Woodward, Mayor  
Ms. Jessica Blank, Village Council  
Atty. Molly Johnson, Imperial Communities  
Mr. Tom Cowie, Imperial Communities  
Mr. Ron Radtka, Imperial Communities  
Mark & Roxanna Holton

RECORD OF PROCEEDINGS taken before me, DEBORAH LAVELLE, RPR, a court reporter and Notary Public within and for the State of Ohio on this 7th of January, 2026.

MR. PETERSON: I'd like to call this regular Board meeting for January 7 to order. Please stand for the Lord's Prayer and Pledge of Allegiance.

**LORD'S PRAYER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL:**

MR. PETERSON: Welcome everyone. Roll call please.  
MS. SLUSARCZYK: Chris Peterson.  
MR. PETERSON: Present.  
MS. SLUSARCZYK: Michael Sullivan.  
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:**

**December 16, 2025**

MR. PETERSON: Okay. Approval and Correction of the Minutes for December 16.

MR. CZECK: So moved.

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

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

**CORRESPONDENCE:**

MR. PETERSON: Any correspondence, Cindy?

MS. SLUSARCZYK: No.

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PUBLIC COMMENTS:

MR. PETERSON: Any Public Comments? Yes.

MS. HOLTON: Roxanna Holton. 3259 Lyntz Townline Road. I'm back to inquire again about 6345 Tod Avenue, the water line. I have not heard any response from anybody or department heads on what is planned by the Water Department for our hookup.

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

MR. BIGGS: Yes, I do. And I apologize, I missed the last one. But anyway, I did get an estimate so that the Board can decide on how to move forward with this. The estimate I got was going to be roughly \$17,000 to have that done. That's where we're at.

MR. PETERSON: Okay.

MS. HOLTON: Can you elaborate a little bit as to what that entails?

MR. BIGGS: Yeah. They'll close down two lanes, they'll cut the road, dig down, do the tap, bore from basically the property line to the connection, and refill the road back in with appropriate -- according with the Road Department and hook up service. That won't include the pit that I believe is needed.

MS. HOLTON: And you've got only one estimate?

MR. BIGGS: That's it.

MS. HOLTON: We have nothing to compare it to.

MR. BIGGS: No. Just wanted to get an idea if I was going any further with these guys, if we were doing it. That was my question, if we were going to try to handle this or should we see if somebody else can. I definitely needed more estimates. I just got a quick estimate a while ago just to get an idea of where we're going to be. I didn't have a clue how much this was going to cost.

MR. PETERSON: Yeah, I would say we need to get more than one estimate. Would you guys agree?

MR. SULLIVAN: Yes.

MR. BIGGS: That's fine. I mean, if we're going to have somebody else do the work I knew it was going to be an issue, so I didn't take it too far as of yet.

MR. PETERSON: Yeah. Roxanna, are you okay with getting more estimates?

MR. HOLTON: Yeah.

MR. PETERSON: Because I know you guys want to get it hooked up.

MS. HOLTON: Is there any type of a timeline?

MR. BIGGS: I need to know who's going to do the work. Until we figure it out I can't -- I can't get that. I could have estimates quicker, but we got to -- I mean, I'd have to get it to the BPA to officially decide who's going to do it so that would be -- that was what would extend it out to the next meeting anyway.

MR. SULLIVAN: If we could get two more.

MR. BIGGS: That's no problem. Absolutely.

MS. HOLTON: So, we're looking at least next BPA meeting?

MR. PETERSON: That would be two weeks, on the 20th.

MR. BIGGS: Yeah, that would be a closer one.

MR. CZECK: Is that okay?

MR. BIGGS: I can have that ready for you then and go from there.

MR. HOLTON: Mark Holton. Can I speak to Mr. -- in your paperwork there you said cut the road two lanes.

MR. BIGGS: They got to close two lanes.

MR. HOLTON: Close two lanes.

MR. BIGGS: Because we're actually in -- we talked --

MR. HOLTON: Right, right.

MR. BIGGS: So far the two lanes will have to be closed. I'm sorry it's close two lanes, cut the lane open and dig down.

MR. HOLTON: So, you're saying just cut one hole and bore?

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MR. BIGGS: Okay.

MR. HOLTON: Don't open cut the whole highway?

MR. BIGGS: No, no. A big enough area so we can get down there and do that tap or they can and then do the boring, right. You got the berm there too.

MR. HOLTON: You said your number was 17 --

MR. BIGGS: Thousand. That was that estimate. I needed a quick estimate. I had it right after when I said I was going to, and that's what they threw out from our communication on there. Again, I didn't know if it was, you know, \$2,000 or \$20,000. I didn't know where we were at, so I wanted to get a ballpark. And because of the meetings, and I didn't make the last one so I apologize for that, that's why. I can get whatever we need though. I can get --

MR. PETERSON: If you can get two more quotes by the next meeting.

MR. BIGGS: The biggest part of it is who was going to pay for it anyway, if it was us or the owner needed to pay. So that's why I just got the one estimate so it would hopefully help out the BPA make a better informed decision on that.

MR. PETERSON: Yeah.

MR. BIGGS: So, I'll get some more quotes. Mark, would you be able to -- I mean, what do you think that would be? You've done that work.

MR. HOLTON: Well, I mean, I'm out of business now. I mean, I don't have the insurance and everything like when I was in business, you know, the liability. But on my property, you know, I've got the line already to the road.

MR. BIGGS: It's dug, right?

MR. HOLTON: But in -- it's got to have a receiving pit dug. If there's a contractor that's going to do it, I would be more than glad to help him along the trail because I would like to have my water installed this calendar year, preferably spring. Should have been done 40 years ago, but Lordstown didn't push it and the owner didn't either -- previous owner. So, I'm the owner -- we're the owners that would like to buy water. You know, without that tap I'm at the mercy of the Village of Lordstown.

MR. BIGGS: Okay.

MR. PETERSON: Okay.

MR. BIGGS: I'll have it next time.

MR. HOLTON: Okay.

MR. PETERSON: So, get us two more quotes by the next meeting. If you get them quicker, send them to us so we can look at them. Are you guys okay with that?

MR. CZECK: Yeah.

MR. SULLIVAN: Yes.

MR. PETERSON: Any other public comments? Okay. Seeing none --

**NEW BUSINESS:**

**1. Imperial Sewer and Water Agreements**

MR. PETERSON: New Business. The only item we have on New Business is Imperial Sewer and Water Agreements. Go ahead.

ATTY. JOHNSON: I think it's hard to hear in this room so I'm just going to come up a little bit. I'm just -- as a note, you guys have split the agenda item here under both new business and old business. I think the last time that I was here I noted that for the last 12 years only listed was the sewer agreement. So, we're now, I think, under new business for sewer and water. With everybody's permission, I'm just going to address both at the same time because that's what is logical to me.

MR. PETERSON: Are you guys good?

MR. CZECK: Go ahead.

ATTY. JOHNSON: Imperial had a chance to discuss the offer that was made at the December meeting, and we have a question for the Board which is this. It has been raised over the course of the last 12 years or so that

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the Board would like the opportunity to discuss the sewer and water agreements that it has with Imperial, and we don't know why. So, it's been asked a number of times over the last 12 years, I've read all the minutes personally. But I'm sure that you can understand that no business person would ever agree to re-negotiate something on an unknown basis for an unknown reason. So, we feel very strongly that we would like to have an idea of why those agreements need to be re-negotiated.

MR. PETERSON: Do you want me -- go ahead.

ATTY. RIES: Just from my general -- I mean, I'll defer to you guys on the substantive issues. I don't think the 1986 agreement is particularly well drafted, and none of these provisions have sunset, they are perpetual agreements, which most municipalities are typically not supposed to have. I know that's changed over the years. None of these agreements have any type of sunset provision or options to terminate the agreement just from a legal standpoint in terms of the municipality. In terms of the substantive issues you have, I'll defer to the Board.

MR. PETERSON: I'll take it. Go ahead.

MR. CZECK: No, go ahead.

MR. PETERSON: I know I looked through Imperial's file. I think, Cindy, I was up there end of December, was looking through some stuff. And I know there's been some talk, communications back and forth for many years, and a couple things came up and they were solved. And one of the things was, wasn't there flush points or something, an agreement? Cindy, correct me if I'm wrong.

MS. SLUSARCZYK: Many years ago, the Board had the opinion, or even the prior superintendent, that they wanted flush hydrants put in, installed in the park to be able to flush the water quality. And to our knowledge those flush hydrants were never installed.

MR. PETERSON: And maybe they were. Were they?

ATTY. JOHNSON: Ronnie.

MR. COWIE: No, they were never installed. That was part of the negotiation back when maybe Chip was there and they had many -- a number of things that they wanted to implement with the park. And we agreed to maybe three quarters of them and we couldn't agree to some of them. And so, they just said we're done, we're going to shut your water off. We got a letter from Karen Jones, saying they were going to shut the water off to the park. So, none of those things ever happened because there was never an agreement that came about. It was --

MR. PETERSON: Okay. I know it was discussed.

MR. COWIE: It was discussed. It had been and it was discussed. It was discussed when Bruce was here, so it was discussed. But there was never an agreement to do that because it was dropped after the Village had threatened to turn off the water to the park and there was some legal things that, you know, went on that we had -- you know, Frank Bodor was the lawyer then, and it was just dropped at that point.

MR. PETERSON: Okay. I know -- and to add to Matt's the systems' requirements have changed too. Darren, I don't know, are you required to flush lines like that? I mean --

MR. BIGGS: That's one of those weird ones, Chris. I've never been asked to or never had to because it's private. But it's a private that's being treated as public. So how do you look at that when it is concerned with the E.P.A.?

MR. PETERSON: Do you guys have a fire hydrant in there at all?

MR. BIGGS: We have one on Hallock Young. I believe they have one further back.

MR. COWIE: It's all the way back.

MR. BIGGS: We have a couple just going into Imperial.

MR. PETERSON: Is it able to be used for fire protection, or is it too small a line?

MR. RADTKA: Since we put it in we never had a need to draw off of it, but it's there.

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MR. PETERSON: So, we don't know --

MR. RADTKA: Oh, it works.

MR. PETERSON: You guys do check it and flush it?

MR. RADTKA: It's functional.

MR. PETERSON: So, you guys are flushing it and checking it?

MR. RADTKA: Periodically.

MR. PETERSON: That was my viewpoint is regulations have changed and everything. So, if you felt any of the new regulations need to be in the current agreement -- I don't know what you guys feel.

MR. CZECK: Well, they should follow standard procedure for flushing them I think, whether it's public or private, especially since you're serving a public entity with the residents.

ATTY. JOHNSON: Are there any other substantive concerns?

MR. SULLIVAN: Well, there's always been an issue of are we going to have one master meter for the park and then the park would meter themselves, and that's been an issue I think since '86. And I think you've gone and talked to the issue, haven't you Darren?

MR. BIGGS: I have, I have. We actually had a meeting with the gentlemen from there. I expressed my interest in them going private, yes.

ATTY. JOHNSON: Are there any other substantive issues?

ATTY. RIES: Just going off what Mike said, I mean, we don't vet these people or run credit checks so -- they come in and -- but they owe us money when they move out. And if there's -- they have their own individual account, so if they don't pay off those accounts somebody else moves in, the Village ends up getting burned on it. And we don't really have a say as to who moves in and who moves out, we don't have control over it. So that's been a concern I've heard from the Board and from the Clerk.

MR. RADTKA: But has it not been quite a period of time now that there's unless there is a bill that's made whole, the Village will not provide service to the next --

ATTY. JOHNSON: In other words, that's true for every house in the Village of Lordstown is our understanding and the Village's ability to collect those unpaid bills instead of passing it along to the new owner, tenant, whatever, correct?

MS. SLUSARCZYK: No. The taxes are assessed or they are made in the transfer of the real estate to pay the taxes.

ATTY. JOHNSON: But in any event, the Village is being paid. You're not left with unpaid bills, correct?

MS. SLUSARCZYK: In Imperial --

ATTY. RIES: My -- correct me if I'm wrong, they sort of act like the closing company or they make sure on their end that everything is paid when the tenant moves out or when they sell the property and the new buyer comes in. But we don't -- the account doesn't get paid off like it would with a closing on a private residence.

ATTY. JOHNSON: So, are there any unpaid bills that you have for Imperial right now; and if so, how many have there been?

MR. CZECK: We just waived one. We just waived one with penalties. They moved out -- or not moved out but the owner actually passed away, water was shut off, and then the bill was never paid. There was a lot of penalties, but we ended up waiving it. But instances like that.

ATTY. JOHNSON: Sure. I guess -- and I'm trying to understand how often does this happen? Just how big of a concern is it really?

MS. SLUSARCZYK: It happens every year several times a year.

MR. SULLIVAN: I would say three, four times a year.

ATTY. JOHNSON: So, who -- it sounds like to me the motivation in re-negotiating those agreements is really to address the bulk billing and hearing something about flushing lines, which I think that we would probably be willing to discuss those -- both of those things. But our position with respect to the settlement agreement remains unchanged. So, what we're asking the Board to do is to close the issue on the settlement agreement, which I will just remind you was from the breach of the sewer agreement, has been on

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the agenda here as the sewer agreement only for 12 years, with removal of the paragraph that's referencing tying the sewer agreement to the water agreement, Imperial is prepared to execute the settlement agreement right now. Imperial would also agree after that is closed to sit down and discuss what needs to be re-negotiated, if anything, in the water and sewer agreements. But it's been 12 years, and we think that it's very reasonable as a measure of good faith to ask the Board to settle this issue and then we would agree to sit down with you. What we cannot do is agree to a future agreement of unknown scope, duration, and subject matter in a settlement agreement for the breach of the sewer agreement. So, we don't think that our position is unreasonable. We think that this has gone on for long enough, and we would ask you guys to remove that single paragraph from that agreement, get that behind us, and then move on to discussing what needs to be done in the agreements in the future.

MR. CZECK: Well as I stated earlier, yeah I would like to close this out. Even though there's things that need to be fixed on our end and their end, it's like this issue I want to go away.

ATTY. RIES: So here are your options. We take out paragraph 2. The understanding is the only thing we're doing is paying that \$23,000, and there's no legal commitment that they have to enter into new agreements with us, it would be an agreement to agree which wouldn't be enforceable; but we would act in good faith with them, but there wouldn't be a legal obligation by signing this agreement. Or if we wanted to, I know we talked about doing this at one point, we could work on hammering out new agreements now that would become effective at some point in the future that would be attached to this so everybody knows exactly what we're agreeing to, if you want to do that. Those are your two options. Or your third option is just to say no, we want to keep it as is. And if you want to go into executive session to discuss more, we could.

MR. SULLIVAN: I would say executive session.

ATTY. JOHNSON: And I -- just to help you with that just in the interest of everybody's time, you have other people waiting and other things on the agenda, we're in a position where we're not going to agree to the second option that you raised. Okay. So, we're not going to drag out this negotiation further and say we're going to go and re-negotiate water and sewer and revisit everything and try to do this all at once. Our request is that the Board, as a measure of good faith and agreement to settle this for 50 percent with no interest over a period of 12 years, is that the Board settle this now; and then we would be happy to get a meeting scheduled to discuss the negotiation of the other agreements sometime in the near future. Okay. Thank you very much.

ATTY. RIES: Thank you. And at the previous meeting there was the understanding that if we don't get an agreement this is going to result in litigation, so this would fall under imminent court action for executive session. I mean, is that still the position?

ATTY. JOHNSON: Yes.

ATTY. RIES: So, we can talk about it in executive session.

MR. PETERSON: What do you guys want to do?

MR. SULLIVAN: Yeah, I would.

**MR. PETERSON: Darren, we're going to go in your office. Okay. So, I guess I'll make a motion we go into executive session.**

MR. SULLIVAN: I'll second.

MR. PETERSON: For imminent court action. Roll call, inviting --

MS. SLUSARCZYK: Who made the motion?

MR. PETERSON: I did.

MS. SLUSARCZYK: Who seconded?

MR. PETERSON: Mike did. Inviting Matt and the Board. Is there anybody else we need? Okay. Roll call please.

MS. SLUSARCZYK: Chris Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Stanley Czeck.

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MR. CZECK: Yes.

MS. SLUSARCZYK: Michael Sullivan.

MR. PETERSON: Can I do this now, add Darren?

ATTY. RIES: Yeah.

MR. PETERSON: Adding Darren.

MR. SULLIVAN: Yes.

MR. PETERSON: Okay. So, we'll adjourn into executive session and we'll be back.

(The Board enters into executive session at 4:23 p.m.)

(Executive session ends at 4:50 p.m.)

MR. PETERSON: Motion to coming out of executive session?

MR. CZECK: I'll make the motion.

MR. PETERSON: Second? I'll second it. Roll call please.

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

ATTY. RIES: All right. Atty. Johnson, so the Board discussed your proposal. They're willing to remove the language from paragraph 2 about the agreements terminating. They want to leave in the language that's acknowledging that there's a water agreement and a sewer agreement and include that the parties shall work together in good faith to negotiate updated agreements as part of the agreement, with the understanding that that doesn't necessarily bind us to because we haven't negotiated those terms; but they want to at least have that provision that we'll leave that door open to negotiate updates, you know, the terms will have to be worked out at some point in the future. But we'll remove the termination provisions from the settlement agreement.

MR. RADTKA: We're going to walk out in the hall for a second.

ATTY. JOHNSON: We have no problem if you go on to other agenda items. We'll just come back in.

(At this time, Atty. Johnson, Tom Cowie and Ron Radtka leave the meeting.)

**OLD BUSINESS:**

**1. New 24" Waterline**

MR. PETERSON: Okay. Moving on to Old Business. Item number 1, 24-inch water line. Chris, do you have any updates on that at all?

MR. KOGELNIK: No. I sent an e-mail before this meeting that I couldn't have the meeting with my funding expert and so she got sick. So, we're going to have to delay that and get you guys some information later on. The good news is Cindy had sent an e-mail out stating several of the things that are on the October 14 list that I e-mailed. She's already working on them.

MR. PETERSON: Awesome.

MR. KOGELNIK: So again, you have some in-house administrative due diligence items you, the Village, need to handle and that's what we're talking about.

MS. SLUSARCZYK: What about the RFQ?

MR. PETERSON: I spoke with Housenberry yesterday. I have a sit down with him later this week. The dates are in there. Once they're done, I'll send it to Matt. He'll probably be okay with everything. It's the same language you sent me. Project descriptions they wanted to change it a little bit. And we should be able to -- by the next meeting we should be good to send it out.

MR. KOGELNIK: Chris, do you think this will be sent out next month?

MR. PETERSON: Yes. That's the date I put on there so it better. Okay. Any questions for Chris on that? Seeing none --

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

MR. PETERSON: Item number 2, Clean Energy Future Trumbull, L.L.C. Sanitary Sewer in Lordstown and Ohio E.P.A. PTI.

ATTY. RIES: So, we've got this draft sewer agreement that I put together, and I've been going back and forth with TEC's attorneys. There's some sticking points that they seem like deal breakers, so I wanted to make sure that this was the hill that we wanted to die on before we get a finalized agreement. There's a provision I included in the sewer agreement that addresses the blow-down in the event that the NPDES permit is denied to discharge into Mud Creek, that they have to discharge the cooling water blow-down into our sewer -- or into the county sewer, but they have to compensate us for that so there's the financial offset there. They are not willing to keep that in the agreement, and I know during our discussions that was important to us. So, I need to know how important is that provision for two reasons. My understanding is that our east side sanitary sewer wouldn't currently be able to handle that level of discharge anyway without significant upgrades. So, they are kind of like -- I'm looking at from the perspective we're going to be compensated for something we wouldn't be able to handle anyway. Is that something that we want to keep fighting on? And then there's the issue with the City of Warren. The City of Warren already said that they don't want that water, and that's going to be a fight between TEC potentially, the county and the city if that happens. And you know --

MS. SLUSARCZYK: Which is exactly why I said no matter what they select, Trumbull County or the Village of Lordstown, it still ends up at the City of Warren. So, if it was city, if the City of Warren doesn't want it then there has to be resolved how or what they are going to do with that. Lordstown needs to be made --

MR. PETERSON: And Trumbull County sewer -- correct me if I'm wrong Darren or Chris -- Trumbull County sewer couldn't handle it either.

MR. KOGELNIK: Not if it's the same or thereabout as LEC.

MR. PETERSON: So how far I look at it, it is -- they would have to upgrade somebody's sewer, and I would rather it be ours. Do you guys agree?

MR. CZECK: Yes.

MS. SLUSARCZYK: And if it's only domestic flow, I don't see the value of that contract when it's only probably \$1,000 a year at best, best, best being paid for domestic flow.

MR. PETERSON: Yeah.

ATTY. RIES: Now what we've also talked about is if they say we're looking into Trumbull County. I've talked to you guys about that. That's not like that we unilaterally can make that decision. The E.P.A. has already approved this PT I to discharge into Trumbull County. The E.P.A. has already sided with Trumbull County in that just so everyone's aware. It's not like if we decide not to do this agreement that it's automatic that we can require them to connect to our sewer. That's not the law. So, I just want people to be aware of that. So if we don't negotiate this agreement -- I mean, one of the big benefits we're getting out of this agreement in my mind is we're getting the declaration of a restrictive covenant on the property for a future purchaser that they have to connect into our lines and that they'll, you know, disconnect from Trumbull County. That -- to me, that's one of the big picture items that we're looking at. But if that requirement about the NPDES permit, if it's denied, they have to compensate us for that amount or there's also a provision in it they'll pay for any upgrades if they decide to discharge into our sewer. I mean if those are deal breakers, then I need to know that. It sounds like it's a deal breaker on their end, they are not willing to agree to it.

MR. PETERSON: What is you guys' feelings?

MS. SLUSARCZYK: Ted Harvey was supposed to be here this evening. I did tell him last week, I saw him, and I made him aware that the meeting was today. And he said he would be at tonight's meeting, but he is not. So, on --

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MR. CZECK: So, the blow-down, how often is that an occurrence I should ask. They're not here to answer that obviously.

ATTY. RIES: How often is the blow-down?

MR. CZECK: Yeah, how often would that be required or would occur?

MR. KOGELNIK: We don't know that because they didn't share their darn PTI.

MR. CZECK: How do we make a decision without the information?

MR. KOGELNIK: Great question. Let's demand that they submit their full PTI application that includes their own end plant.

MR. CZECK: Because I can't -- I don't know what it is.

MR. KOGELNIK: In my opinion, the Village should be demanding that at this time because that O&M is how they're going to discharge into the stream.

MR. CZECK: Now does the current power plant, the original power plant, does it discharge blow-down into -- where does that go?

MR. KOGELNIK: That goes into the Village's sanitary sewer by way of that connector that arches down and onto Hallock Young Road.

MR. CZECK: So, if we had coordination they wouldn't blow-down at the same time, if two power plants cannot blow-down at the same time, would the system handle it then?

MR. KOGELNIK: That's a great question. I can tell you right now you would be at full tilt all the time, but I'm just not certain that that is practically possible.

ATTY. RIES: We would have difficulty regulating that because they are under the Ohio Power Siting Board certification which preempts all of our ordinances and limits our ability to regulate that, which we probably couldn't do that. And I would be very surprised if we could.

MR. KOGELNIK: Right now the way the PTI -- the Ohio E.P.A. PTI we submitted for the upgrade of those three pump stations, Stanley. The Village is basically maximizing their conduit flow through capacity just for LEC and the existing east side customers. Can we fit a little bit more in there, yes, we can; and we calculated that way back in 2016. It was around 250,000 gallons per day, that's it. And that's not a lot. I mean so --

MR. PETERSON: So, if they're recycling and maybe they only discharge 250, which is probably not true, but we need the information.

MR. KOGELNIK: Yeah, you definitely do. So, you know how much, when are they discharging, all of that. You need to have that. I'm surprised Ohio E.P.A. hasn't disclosed that information. I just think that somebody is hiding something. And it doesn't need to be --

MR. CZECK: So, let's see if we can get that then.

MR. PETERSON: Who would we demand that from, Chris?

MR. KOGELNIK: I would demand it from both Ohio E.P.A. and TEC mat.

ATTY. RIES: I could ask John Schmitt at the E.P.A., ask their attorney.

MR. KOGELNIK: I wanted to talk about this during my report, but I'm asking the Board how much time am I supposed to do in speaking at the public meeting on February 4.

MR. PETERSON: As much as you feel you need.

MR. KOGELNIK: Well, I'm not authorized for one thing. Number two, there's certain things that you need to write down and state, and these are the things we're talking about right now. So, the Village really needs to make sure of what we're going to be speaking about at that public meeting. I'm just not going to show up and have words fall out of my mouth.

MR. PETERSON: No, no, I agree. So do we need to meet at --

MR. KOGELNIK: Yes.

MR. PETERSON: So, we need to set a time to meet and discuss what we're going to do.

ATTY. RIES: Council does too.

MS. BLANK: Will you have like a workshop and we all sit down -- I feel like we need to have our ducks in a row when we do that. We don't

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want to come in working unprepared.

ATTY. RIES: Who's going first? We don't want to be in that situation. We're hosting it, they're having it for us because we asked. If -- residents are obviously going to stand up, but we need to make sure we're giving articulable, informed opinions, not speculation.

MR. KOGELNIK: I've been clear to this Board that the one thing I can speak on is the absence of all of the PTI application documents. We just don't know. You know, if they do have a credible plan, okay let's see it. I might not have a problem as your Village Engineer. But without that all I can say is I'm concerned. So that's all I have to say about that.

MR. PETERSON: Jessica, do you want to schedule that? Because Council has more people.

MS. BLANK: Yes. I mean, when's our meeting on the 15th?

MS. SLUSARCZYK: The Ohio E.P.A. meeting is February 4.

MR. KOGELNIK: February 4 is what Matt said.

MS. BLANK: But we meet the 20th and you guys meet the 21st or --

MS. SLUSARCZYK: No, the 20th also.

MR. PETERSON: We meet the 20th also. We should just do it --

ATTY. RIES: We'll all be together.

MR. KOGELNIK: Did you say the 20th?

MS. BLANK: Yes, because we meet and then we meet --

MR. KOGELNIK: I can do that.

MS. BLANK: What time though?

MR. PETERSON: Our meeting is at 4:00.

MR. KOGELNIK: Before 4:00 would be best for me.

MS. BLANK: What about these kids I got to take care of, I have 20 of them.

MR. KOGELNIK: I get back from a meeting from Pennsylvania about 6:00.

MS. SLUSARCZYK: So maybe immediately following the Council meeting?

MR. PETERSON: We can do that. Are you guys good with that?

MR. CZECK: It don't matter.

MR. PETERSON: We meet at 4:00 that day and stay for the Council meeting.

MS. BLANK: Mayor?

MR. PETERSON: And then we just meet after the Council meeting.

MAYOR WOODWARD: Sorry, I was putting things into my calendar for other things. Sorry, what is the day?

MS. BLANK: Like the 20th is their meeting and our meeting, and we just meet after the Council meeting.

MAYOR WOODWARD: After the Council meeting.

MS. BLANK: Is that okay?

MAYOR WOODWARD: That should be fine.

MR. PETERSON: Okay.

MS. BLANK: Do you want me to advertise?

MR. PETERSON: Yeah, if you want to advertise, it's your meeting.

MS. BLANK: Do I have to say a time, or can I just say after the Council meeting following --

MS. SLUSARCZYK: Immediately following is what they do. Are you good with that?

ATTY. RIES: Yeah, I would put a time. Just say 7:00. So, the Council meets at 6:00 --

MS. BLANK: Yeah, I just don't think --

MS. SLUSARCZYK: 6:15.

ATTY. RIES: We'll just have to talk really slow in the Council meeting.

MS. BLANK: We only had a few things last time so --

ATTY. RIES: We can make it 6:30 then. If we're just a little bit late people are already there.

MS. BLANK: Is that okay?

MR. PETERSON: Yeah.

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MS. BLANK: I'll let the Clerk know.

MR. PETERSON: Thank you.

MS. BLANK: You're welcome.

MR. PETERSON: Anything else for Chris on that? So, I guess we'll get you an answer --

ATTY. RIES: On the sewer agreement.

MR. PETERSON: Yeah, once we have that information. Maybe Ted will come to our next meeting and maybe he can elaborate a little bit. Is everybody okay with that? Okay.

**NEW BUSINESS:**

**1. Imperial Sewer & Water Agreements (continued)**

MR. PETERSON: We'll go back to Imperial Sewer and Water Agreements.

ATTY. JOHNSON: I just want to make sure I understand the proposal. As we understood it, we asked for the removal of paragraph 2 from the current version of the settlement agreement as I understand what Atty. Ries just said you guys have rejected that proposal, correct?

MR. PETERSON: We're eliminating most of it, correct.

ATTY. RIES: Yeah, we're -- yeah, we've rejected the complete elimination of paragraph 2. What we're proposing is we take out the provisions stating when those agreements terminate and keep in the language the parties will work together in good faith to negotiate updated agreements.

ATTY. JOHNSON: Right. So we're rejecting that. And we would ask one more time for the entire removal of paragraph 2. And if that is not going to be agreed to tonight, then we would ask you to expect a lawsuit filed within the next 30 days. So we don't know where we go from here if you guys want to discuss one more time or if we're at an impasse. But we've put on the meeting minutes a hundred times now, for lack of a better number, that we would be happy to get together and discuss. But we're not gonna agree to something in writing that we don't know the scope of, and frankly that's just not an unreasonable position. So if that's the Board's position we understand your position, but it sounds like we're headed for litigation. Are we understanding one another?

MR. CZECK: That's fine.

ATTY. JOHNSON: Okay.

MR. PETERSON: I guess how I feel, if you guys aren't willing to sign the agreement that says you're going to talk in good faith, then when you walk out the door and have the money you're not going to. That's kind of my feelings.

MR. CZECK: That would be the only route to settle this.

ATTY. JOHNSON: I guess let's parse some words just for a second and we'll let you guys move on. What the actual language says is that we will renegotiate. So the lawyer spin on this says that we have to agree to at least one thing changing in both of those agreements. It doesn't say we're going to get together and discuss, it doesn't say anything other than it says renegotiate. We all work with contracts all the time, so I'm sure you understand what that is. So, our read of this is that we're being required to write new, at least into some aspect, agreements on both points. In other words, if what your request is that we sit down and talk, we would be happy to sign something that says we'll sit down and talk. But we're not going to presuppose that we have to renegotiate. That is our issue and the way that we took your proposal. So, if we could change the word renegotiate to we'll meet and confer about the potential needs to re-address these conversations and bring in a new hypothetical scenario, I think that maybe we could get something done. But when you tell us we have to renegotiate think about it like a union contract which, sir, I know you have a lot of experience in, that agrees that we're sitting down and ripping both of those things open. So, if you are making your position known based on that, then we're at an impasse. If what your understanding was that we're just going to get together in the future, that's what we've agreed to 100 times. And we're willing to get together, but we're not going to agree to a mandatory

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renegotiation, that's a legal term of art. So, I don't know where that leaves us.

ATTY. RIES: So, if you guys want to, and it's completely up to you guys, what we could simply do is say and the parties shall work together in good faith in an attempt to negotiating with --

ATTY. JOHNSON: That we could live with. That we could live with. I hope you understand the difference. It's not me trying to be difficult, it's really not. That term renegotiating, we're ripping everything wide open. And without knowing the scope and subject matter, I can't advise a client to do that. I can't. So, to get together and attempt --

MR. SULLIVAN: And attempt.

ATTY. JOHNSON: We're going to try. And that's my understanding what everybody is asking for. Is that not what you're asking for?

MR. SULLIVAN: We're asking for a negotiation.

ATTY. JOHNSON: Okay. So, if it is an attempt on your end, and I think I understood that there was an attempt and you're kind of living with that too. If you guys are requiring a renegotiation, I think our position has been made clear. What we would like to do is what the minutes reflect which is to sit down and to discuss these contracts. We don't want to agree in writing that we'll renegotiate, meaning we've agreed to rip them both up, okay. So, if that's the impasse, it is what it is. I hate to see this go to litigation, but that's where we are.

MR. CZECK: Well I mean ultimately that may be the only way to settle this. So, at some point, what happened 40 years ago does not mean that this should continue on for perpetual forever. So, there's other issues that are involved in this not all discussed or brought out in the open. So, if we have to go to court let's go to court, I really don't care at this point.

ATTY. JOHNSON: I think you just articulated there are other concerns that nobody is telling us what they are, so I think unfortunately that's where we are.

MR. CZECK: That's fine.

MR. SULLIVAN: And we don't foresee some issues that can't be settled. But if we do what you said with no power behind it or no -- you're just saying we are going to talk, we've had that for -- since '86. And it hasn't worked out real well.

ATTY. JOHNSON: Well, unfortunately the reverse of that is that this starts to get a little bit like extortion where the BPA has admitted a mistake was made in billing but is only willing to --

MR. SULLIVAN: That's not true. We said we were going to cut the baby in half just to settle the thing. We never said that we agreed that there was a mistake made. Chris went through that thoroughly, and he could never come up with a figure that -- correct, Chris?

MR. KOGELNIK: That's correct.

ATTY. JOHNSON: Chris, am I understanding that there was an admission that the correct formula was not being applied --

MR. KOGELNIK: Not true.

ATTY. JOHNSON: -- and the minutes reflect that. What was not reflected in the minutes was your ability to put a fine number on what should actually have been okay. But there was an acknowledgement by the Board that they were not using the correct formula in billing. So, on our end this didn't start with a breach that's never been alleged on behalf of Imperial.

MR. SULLIVAN: We agreed that we had a new formula, and we are going to have new formulas on down the road as technology changes. And then you're going to say oh, wait a minute, you owe us more money.

MR. RADTKA: No, that was never it, Mike. Originally it was the BPA agreed to in the original contract for the sewer was to install this master flow meter back in '14. They never did. So, from the BPA's lack of doing what the obligation of the contract put us in this situation. There was no meter installed for years, then we went off of a pump station that was improperly installed back in the day that wasn't accurate to do any metering.

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Chris, correct me if I'm wrong on any of this, that we had no physical way to meter the water from the park.

MR. KOGELNIK: Reliably.

MR. RADTKA: Reliably. So, Chris came up with a mathematical formula that both parties agreed upon to use in the time being to bill Imperial. Fast forward Home Goods comes to town, BPA piggybacks a water meter on them to bill Imperial. If that wasn't the case it still wouldn't be there. Because it went from \$60,000 back in the day to \$75,000, the BPA didn't have the money, we tried to use a pump station. It was inadequate. Home Goods pays for something, and it was agreed upon who knows how many times in the minutes that on that formula that CT came up with, we both agreed on the parties, that after a period of time we would look at the data and it would be adjusted. If it was on Imperial's, it was on the Village's, it would be settled. Back when that happened the BPA never tried renegotiating the sewer contracts, renegotiating water contracts, it was we was going to look at the numbers and we would adjust it. If we owed, we'd send a check; and if you guys did owe us, we would make it right. Mr. Czeck came to us or called me after he got elected and said this has been on the agenda for 10 years, this is ridiculous, would you be willing to settle this. He offered 50 percent. I said I'd take it back to my people; we'd have a conversation. We agreed. Then afterwards you came and said you wanted to tie the water agreement to it.

MR. SULLIVAN: That wasn't afterwards, it was the first time that it came to the Board. We may have had a side --

MR. RADTKA: The original offer from your Board member was 50 percent to settle the billing issue. Not 100 percent. That's what it was. I took that back and then it was --

MR. SULLIVAN: A Board member --

(The court reporter interrupts two people talking at the same time for inaudible comments.)

MR. CZECK: As an individual I asked about it. It had nothing to do with these other two. That was just between you and I.

MR. RADTKA: Yes.

MR. CZECK: Because I wanted this to be cleared off this agenda.

ATTY. JOHNSON: So, to come back to where we are, the lawsuit in question will be for the breach of the sewer agreement. There will be no ability to settle, to discuss, to bring in the water agreement. That's it folks. Those are separate contracts. So, all of this idea about maybe this is what it's going to take to renegotiate and settle and deal with this and deal with that, the lawsuit is for the breach of the sewer agreement. That's not on the table, right? So, my confusion is if the attitude is well maybe this is what it's going to take to finally get this settled we are not going to be there. That's a whole different universe. So, if you guys want to settle it, again, we can talk about the history, we can talk about the details, we've offered to take 50 percent with no interest over 12 years, okay. I'm not understanding why we can't close this issue down when there is clearly a desire to close this issue down.

MR. SULLIVAN: Well, I don't understand why you're so afraid to sit down and talk about the sewer and the water so we can have a clear understanding going forward.

ATTY. JOHNSON: I'm not afraid to sit down and discuss it, sir.

MR. SULLIVAN: Why don't we do it.

ATTY. JOHNSON: If you're willing to put in that that we'll attempt to renegotiate or meet and confer with a potential negotiation. What we're willing to do is commit to a meeting and we'll, in good faith, participate in that meeting. More than that, when I'm hearing that there are a lot of things that are out there that are not being discussed, I cannot advise my clients to sign up to renegotiate an agreement when we have no idea what is on the agenda. That's unreasonable.

MR. PETERSON: We don't have any idea what they would want to change in the agreement either.

ATTY. JOHNSON: Nothing, sir. We would love for that agreement

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to stay in place.

MR. PETERSON: We're going into this the same way. I mean, they may want to --

MR. RADTKA: But we are not asking you to get into the water agreement. We're asking you guys to settle a sewer billing issue.

MR. CZECK: How do you fix this from ever happening again? The same issue, same issue.

MR. RADTKA: We have a sewer meter.

MR. CZECK: Say six months, a year from now, you say that meter is bad.

MR. KOGELNIK: I'd like to -- so you're getting into the next steps, the discussion steps that would happen afterwards; and there are things that the Village and Imperial should do in order to segregate themselves so that they can clean this up. Because three meters going into Imperial for water, one for waste water, it's just -- it's just ripe for issues. And you're going to need -- you're going to want to clean that up. It should not continue to be the way it is in terms of just the physical plumbing.

ATTY. JOHNSON: So, to be clear though, no judge based on the lawsuit that we would be filing could order that to be done. The lawsuit is only about the breach of the sewer agreement and the money owed, and we would file it to ask for the full amount, okay, plus interest from when this happened.

MR. CZECK: I'm open for options.

ATTY. RIES: I mean, if they filed a lawsuit, we could file a counterclaim bringing up the water agreement if that's what you guys wanted to do. But their lawsuit is not going to pertain to the water agreement. What Atty. Johnson is saying is that she will agree to -- her clients will agree to the language the parties will work together in good faith in an attempt to negotiate updated agreements. If that's what you guys want, then the only requirement -- there would be to have a meeting, you know. That would be the only requirement though. That doesn't -- you know, they could get up and walk away if they're not happy with the first thing.

MR. CZECK: What's your timetable for a meeting? End of the year?

ATTY. JOHNSON: Tomorrow, next week.

MR. CZECK: I mean obviously, you know, something where we would meet before --

MR. RADTKA: We're flexible, Stanley.

MR. CZECK: Before the end of the year. That would give everybody --

ATTY. JOHNSON: Very flexible. I would just amend what Atty. Ries said to this extent, good faith has a meaning in Ohio law, which, sir, you would be familiar with from your union days. We would not be able to walk away on an unreasonable basis. We would have to sit and give it an old college try, which is what we would be intending to do.

MR. CZECK: I'm fine with that.

MR. PETERSON: Okay.

ATTY. RIES: All right.

MR. PETERSON: Okay.

ATTY. RIES: Well, you guys don't have to formally vote on anything. I'll revise the agreement, I'll send it over to Atty. Johnson if we are okay with the language, then I'll prepare a resolution for this. This would have to be approved by the Village though ultimately. This is a contract. I mean, the BPA is not a separate legal entity, it would have to go through Council.

MR. CZECK: Let them revise this, you take it, look at it; and then we'll meet in two weeks anyhow so --

MR. PETERSON: Yeah. It could be on both agenda's, correct?

ATTY. JOHNSON: Thank you very much for working so hard on this, I respect that. So, thank you for taking the time on it. We look forward to continuing the conversations. Just as one formal point, could we please just

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remove number 9 from the agenda now because it's also an Imperial item. But we would like to be done if that's okay because the business is concluded.

MR. PETERSON: Yeah, we are -- we'll skip over it. Number nine is Imperial Sewer Agreement. We pretty much beat the dead horse, so thank you.

MR. RADTKA: Thanks guys.

MR. PETERSON: Stanley, I know you got to go.

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

MR. PETERSON: Rules and Regulations Governing Water Use and Service. We don't have any updates on that, right?

MR. KOGELNIK: No. Just as far as I'm concerned, just tell me what you want from me in terms of updates or anything. Let me know. You don't have to do it right now, okay.

MS. SLUSARCZYK: I believe it was rates, tap rates and the rate sheet like --

MR. PETERSON: I think the rate sheet is what you were going to look over if I remember correctly.

MS. SLUSARCZYK: That's what I recall.

MR. KOGELNIK: Thank you.

MS. SLUSARCZYK: Thank you.

**4. Niles Bulk Water Agreement**

MR. PETERSON: Okay. Niles Bulk Water Agreement, item number 4. If I'm going too fast just somebody stop me.

ATTY. RIES: I mean, there's no movement on this until we deal with the 24-inch line.

**5. Trumbull Energy Center - Warren Waterline**

MR. PETERSON: Item number 5, Trumbull Energy Center Warren Water Line.

MR. KOGELNIK: Idle.

MR. PETERSON: Idle.

ATTY. RIES: I sent another follow-up to them about turning off the 16-inch and it's only going to be used for redundancy, and I'm waiting to hear back. When I e-mailed Ted about that and the attorneys, they didn't respond to that inquiry; so, I have another e-mail out to them waiting to hear back from them on it.

MS. SLUSARCZYK: In regards to the water supply to Trumbull Energy Center, not specifically the Warren main water line 16-inch, that bulk water agreement expired November 30. We in talks -- Mr. Harvey sent an e-mail before our previous meeting about wanting to come in and sign for that. But then he wasn't at the meeting, and to date that bulk water agreement is not signed for water supply off the 16-inch on Tod Avenue. Again, that's why I thought he would be here tonight.

MR. PETERSON: So are they currently getting water off of the --

MS. SLUSARCZYK: They are currently still taking water from Tod Avenue, yes.

MR. PETERSON: So, they're not taking it from the new line they ran, or we don't know?

MS. SLUSARCZYK: We don't know that because we did not receive a bill from the City of Warren for the water supply from that line yet.

MR. CZECK: Has the name changed over?

MS. SLUSARCZYK: No.

MR. PETERSON: It's still in Gemma's name?

MS. SLUSARCZYK: What is in Gemma's name, the bulk water agreement? The bulk water agreement on the 4-inch line, on the 4-inch tap on Henn Parkway is in Trumbull Asset Management's name.

MR. PETERSON: Okay. Well, hopefully Ted comes to the next meeting.

MS. SLUSARCZYK: Just to protect myself, the water remains on without a bulk water agreement in place.

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MR. PETERSON: I would say it needs to be turned off. Would you guys not agree?

MR. CZECK: Yeah. If there's no agreement it shouldn't --

MR. PETERSON: Yeah, they shouldn't -- yeah.

MR. BIGGS: Which one, the 16?

MS. SLUSARCZYK: The 16-inch.

MR. BIGGS: Not the 4-inch that she was just referring to, the big one that comes across Tod. And I thought that in the last meeting Ted asked if that could be put into TEC's name, and I thought that that was agreed upon.

MS. SLUSARCZYK: No.

MR. BIGGS: So, it's no longer bulk if I remember right.

MR. PETERSON: No. They wanted -- he wanted to leave it bulk if I remember correctly. I'd have to go back and look at the minutes. But it was going to be moved from Gemma's to his name -- or TEC's name I should say, correct?

MS. SLUSARCZYK: To Trumbull Asset Management's name for December.

MR. BIGGS: Did that happen?

MS. SLUSARCZYK: No.

MR. BIGGS: So that part did not happen, it's still in --

MS. SLUSARCZYK: Yeah. Before I even have the authority to sign this agreement with them it came -- I e-mailed Matt from his request about transferring it over, and then that has not happened.

MR. BIGGS: Did it not happen because they didn't come in or because the Board did not approve that? Refresh my memory.

MR. PETERSON: I believe we approved it because I believe you said we needed to.

ATTY. RIES: Here's the thing. We already have the water supply agreement in place for TEC to pull water from the Warren water line which was executed in 2022. So, if we are going to terminate their supply in the bulk water agreement, I guess we are implicitly transferring it over to the water supply agreement. But that contract's in place for when they are ready. We need to be careful about cutting water off to the facility, we do have an obligation to supply the water.

MR. KOGELNIK: Right, with the understanding that they cannot draw from the 16-inch cross-connect.

ATTY. RIES: And that's why I've sent that multiple times to Ted and his attorney to say, and they represented that to us. In fact, he said we are going to cut that off since that's just for construction, when we go full operation that line wouldn't be able to supply us with the water that we need. It's always been the understanding it's a redundant line and they need to close it off. Didn't he say at the last meeting that the new line, the new transmission line all the way from Warren is operable. He didn't say that?

MR. KOGELNIK: No, I thought he said that.

ATTY. RIES: I believe he did, yes.

MR. PETERSON: He did.

ATTY. RIES: And I've asked them for drawings showing where that's connected into the building.

MR. KOGELNIK: Yep. We need to get him -- he needs to come to, you know, the BPA meeting, if not now on the 20th. I will call him and see if I can get a hold of him to come in to the next meeting.

MS. SLUSARCZYK: It's been brought to my attention that it's possible that they will require the use of that 16-inch line until the summer months.

ATTY. RIES: For operations?

MS. SLUSARCZYK: It was second-hand. I -- it was information relayed to me, I was not --

ATTY. RIES: Maybe that's why they are not responding to my e-mails.

MS. SLUSARCZYK: And that's why I -- I am not saying that I feel

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that they wouldn't pay the bills. I'm sure they would pay the bills, or we would have recourse to get that paid. But the bulk water agreement I just want you to be aware of and certainly doesn't want to be going -- shutting off a business that -- randomly shutting their water off when it could ruin the business.

(At this time, Mr. Czeck leaves the meeting).

MS. SLUSARCZYK: So hopefully we have an answer or response before the next meeting. Is it okay to leave it at this point until the next meeting?

ATTY. RIES: Yeah. Legally I don't recommend doing anything as draconian as shutting off their water. That would not be good. Especially because we have contracts in place to provide them with water that are --

MR. PETERSON: I would say leave it on until the next meeting.

ATTY. RIES: It's just a matter they need to communicate with us.

MR. KOGELNIK: Cindy, did you say you tried to get him to come to this meeting?

MS. SLUSARCZYK: I informed him last week of the meeting being changed from Tuesday to Wednesday.

MR. KOGELNIK: I'd follow-up with that.

MS. SLUSARCZYK: And he said he planned on attending, so -- and something could have happened on the site that kept -- I'm just saying. I just want the Board to be aware of what is happening there.

MR. BIGGS: Remember also, how do you turn that water off?

MR. PETERSON: You got to call Warren.

MR. BIGGS: They would have to do it anyway. I can't touch that, that's not ours. So, if you do press the issue that's going to be, you know, however it is you and Warren's attorney and this needs to happen or whatever. So just keep that in mind, it's not a Darren run down there thing.

ATTY. RIES: And Warren's not -- they are not going to do that.

MR. BIGGS: Exactly. That's why I wanted to let you know.

MS. SLUSARCZYK: I don't think we want to do it either. They just need to --

MR. BIGGS: That even goes with the agreement that it's supposed to be off, you know, that line.

ATTY. RIES: Yeah, that's why --

MR. PETERSON: Warren signed that agreement so they would be obligated.

ATTY. RIES: There's two different agreements. We have an agreement with Warren, we have water service agreement and a water supply agreement. We have an agreement directly with Warren to buy that water and we have an agreement directly with TEC to sell that to them. In our agreement to sell it to them they are not to use that 16-inch line, it's only for redundancy. So, it's not everybody in the agreement, there's two separate agreements.

MR. BIGGS: I can't do anything with that anyway, and we would have no way of knowing if that's off anyway. It all goes through the same meter. How would we know?

ATTY. RIES: That's why I've asked them for confirmation of the Warren line because it's all one meter.

MR. PETERSON: That -- that wasn't thought through. There should be a meter on the 16-inch.

MS. SLUSARCZYK: It's okay that it's all flowing through the bulk water meter.

MR. PETERSON: Okay. Any more questions on that? Seeing none --

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

MR. PETERSON: Trumbull Energy Center Sanitary Sewer, I think we've discussed that.

ATTY. RIES: So, I'm requesting a copy of the PTI and the O&M plan. And once we get that we can better assess what we are willing to let go and fight for in the --

MR. KOGELNIK: And record drawings.

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ATTY. RIES: And record drawings.

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

MR. PETERSON: Item number 7, Proposed Hallock Young Road Water Line Improvements.

MS. SLUSARCZYK: I just spoke to the Clerk earlier. We haven't had an update since our last meeting in December. Or was it just dates that they were trying to coordinate with the general contractor?

ATTY. RIES: Yeah, I circulated the master funding agreement to the Mayor, to both the Chrises last Friday. They came back and made some changes. Legally I'm okay with most of these changes. I may finesse a couple of things, but I didn't see any real deal breakers in there. Chris added some additional -- some clarification comments that he wanted added, so I'm going to incorporate those and then send it back to their legal counsel. I didn't see any real big deal breakers though, but we are -- we are just kind of looking at this over the past couple of days. They've got some in-house and outside attorneys reviewing it, but they're keeping all of the important points in there for us, so -- you know, major changes were like they want us, the Village, to be responsible for any vendors, meaning Chris and myself, our businesses; you know, the Village is responsible if we screw something up, which is perfectly reasonable because we are the ones who are hired on this and they're responsible for their contractors and their vendors. So, it's stuff like that. And then just a lot of, you know, lawyers changing the word that to which and whatnot. So overall I think it's okay. I may revise two provisions in there and add Chris' comments, but I'll work on getting that finalized. And once it's approved by them, submit it to the BPA and then Council will have to approve it as well.

MR. KOGELNIK: And Darren, I know that you have been off. But I talked with Gary Shaffer from Trumbull County Roadway Department, and there is no required permit for doing that work on that road, so we've checked that box.

ATTY. RIES: In terms of they want us -- one major shift is they want us to be responsible for the easements and right-of-ways and everything since it's ultimately our line, so that's logical. And I believe Chris' company can do that for us. And there's not going to be a lot required Chris doesn't think because most of it's already in the right-of-way.

MR. KOGELNIK: They could -- so you know, the only easements that might be needed on this project are around the new water meters, the vaults, just for the Village access. And honestly, if they've got licensed Ohio surveyors, they can do that. So, you know, I just don't know exactly at this time how much area around there --

MR. PETERSON: How much area you're going to need.

MR. KOGELNIK: And if they're going to put another meter vault midway in front of that modular building where, you know -- so it's all possible and doable.

ATTY. RIES: So, they want to shift that burden to us, which as long as Chris' company could do it. I prepared an easement agreement, but I don't -- you know, we need a surveyor and people who actually prepare the easements themselves.

MR. KOGELNIK: We do the exhibit and we do the easement description, and then it's -- the Village normally has an agreement that's attached to that. And then the Solicitor typically makes or gets the agreement executed with the private owner.

MR. PETERSON: Any more questions on that?

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

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

ATTY. RIES: So, I've reached out to -- you know, it's good. I've reached out to the Holton's. I'm not getting a lot of communication with them. I basically -- a week or two ago I sent Shelly and Lyle a letter, and I said we are scheduling a closing date; we've been patient enough, we

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are scheduling a closing date for January 16 at 1:00 at Valley Title on Elm Road, we want to close on the property. If you have got problems getting the equipment off, we can help facilitate that removal; but we need to get this done, this is time sensitive. Shelly called me and basically, one, she said some of the equipment has been frozen to the ground, so now that it's warmed up, they are hoping they can get it removed. But she said we'll meet with you guys' next week to do the closing. She said I'm not sure if the 16th is going to work, I have to have someone cover me at work. She's supposed to call me tomorrow. She's going to see if that person can cover her at work and I will be there at some point next week. I told her the 16th was the date we picked but we could make it another date. She goes I'll call you tomorrow and give you a date next week to close on this. So, you know, it's a believe-it-when-I-see-it situation. But again, she calls me, I'm not having to, you know, call her from different numbers or chase her down. She reaches out to me, she returns my calls, she is responsive. So as of my last phone call with her she's going to check in with me tomorrow about a date next week to close.

MR. PETERSON: Okay.

ATTY. RIES: And we just need to make sure we have that \$18,000 for the purchase price, and there's going to be additional monies owed because the County wants some of the money paid and we're going to pay off those fees and assessment, but we'll get that from the title company. And there's also the \$5,000 that we'll deposit in escrow for First Energy -- or Ohio Edison to pay on that judgment lien. But that will all be done in one fell swoop. We'll put the money in escrow, and once the purchase price and everything and once the deed is signed, they'll give us the deed and then they'll release the money out of escrow, and then they'll give us also the judgment release, Chris.

MR. KOGELNIK: I'd recommend that the Village have a list of all the expenses on the project so that in the event we get into a time pinch with the ARPA funds we could somehow draw down on the ARPA funds quicker than the U.S. E.P.A. funds. ARPA funds have to be spent by 9/29/26.

MR. PETERSON: Okay. I'm good with that. Cindy, are you good with that?

MS. SLUSARCZYK: Absolutely.

MR. PETERSON: All right. Any other questions on that? Seeing none --

**10. I&I**

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

MR. SULLIVAN: Did you ever get those risers?

MR. BIGGS: Yeah. The only thing I got -- we got that, it did not work. They gave us some suggestions, which would have cost us a lot more money. I said no, you said this was going to work for us, I'm not going to make other stuff and make your stuff work. So, they actually took it back, redoing another one that we can try. They didn't have any problem taking it back and reimbursing us and getting another one. We're waiting on that one now to see if it will work. So originally no, we had no luck with what they originally came up with. Hopefully we'll have better results.

MR. PETERSON: Did they give you a projected time?

MR. BIGGS: No, they didn't. Everything gets made from what I understand from them. I did not get a timeline. The other one took quite a while to come in.

MR. PETERSON: Okay. All right. I see no other old business.

**PUBLIC COMMENTS:**

MR. PETERSON: Public Comments. Any public comments? Seeing none --

**REPORTS:**

**1. Solicitor's Report**

MR. PETERSON: Solicitor's Report.

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ATTY. RIES: No report.

**2. Engineer's Report**

MR. PETERSON: Engineer's Report.

MR. KOGELNIK: I'll move real quick. We'll reschedule another -- well, we'll talk on the 20th, I guess, with regards to the funding, step-by-step things. But by then, Cindy, you might even have even more for the Village's administrative stuff, so we might not have to discuss anything. And by then maybe the RFQ will already have been advertised so all that Village stuff will be handled. Mayor, one thing I had for you regarding TEC, I mentioned about three or four times now. This is based off of what I've been hearing from the residents on Goldner. I think we need to get a written plan from TEC on emergency. Big bangs during the middle of the night with no explanation, big question mark looms in my head. And I think we need to have or get a plan from TEC so that the Village can at least understand that.

MAYOR WOODWARD: Well, I had sent an e-mail previously when this was occurring during their testing fails. And he said that, you know, they were doing the testing and that this was the procedure for it. And when I had mentioned that the noises were, you know, above the decibel level that was allowable, he wanted to know by whose measure that was. So which, of course, you know, obviously when your shelves are rattling and things are falling off the wall it's a problem. He kind of seemed like he was doubtful that that was actually happening. And I didn't witness these noises myself, but I'm sure that Jessica sitting across the room can attest to it.

MS. BLANK: I've gotten videos from people of several of the occurrences, and I have reached out to Ted Harvey. He did e-mail me back. He said basically the same thing he told the Mayor, he investigated the site occurrence on January 3 at 11:00 p.m. In discussion with our plant manager, an emergency shutdown did occur and there was a brief release of steam that contributed to the noise. We apologize this occurred, and we assure you we work diligently to avoid those issues, however at times it can occur. We'll continue to operate with the intention of not having the recurrence. Again, our sincere apology. Cheers, Ted Harvey.

MAYOR WOODWARD: My question then is how do we measure the noise level when those occur to know? And then if we do measure them and they are above the decibel level, who do you go to with that, who do you complain to, who polices that?

MS. BLANK: Well, I heard Mr. McGrail said he like checked it on his phone to know it was above. And I know a few of the other residents have because Cindy Burns said like it woke them out of a dead sleep that night. I do know previously the police had a meter, if I'm correct, that they check the noise; but obviously they're too busy to be monitoring that. And then I was told that someone looked into it and they don't even accept that as like their noise, like it's -- like you would have to outsource a company honestly to like monitor that, that's like certified to --

MR. KOGELNIK: The point of my statement or recommendation isn't so much just a one-time bump or, you know, noise in the night. It's literally to write down a plan in the event something really bad happens to that plant.

MS. BLANK: Right.

MR. KOGELNIK: How do they shut off the gas, how do they evacuate the area, how do they notify the Village?

MS. BLANK: The residents.

MR. KOGELNIK: Emergency services at the Village, hey, we're experiencing a problem here and, you know, just the basic stuff. It's not so much --

MS. BLANK: I agree.

MR. KOGELNIK: We understand they are testing their facility, they're having things happen at that facility they can't even explain. We get it. Just humor us. Submit a plan to the Village so that week say they have one.

MAYOR WOODWARD: I think we can start with an e-mail, Jessica and

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I can probably co-write an e-mail to Ted and ask him if there is an emergency plan, an evacuation plan.

MR. KOGELNIK: I bet you they might have something drafted for their own site.

MAYOR WOODWARD: And if they have it, we can ask them to share it with us.

MR. KOGELNIK: We are not asking for much here.

MS. BLANK: I thought there was like a lot lately. There was two in November and the one in January.

MAYOR WOODWARD: And let's start with show us, let's make sure that he doesn't already have something. He doesn't attend the BPA meetings?

MR. KOGELNIK: I asked that question with him in the room a couple times, so he evidently doesn't have that.

MAYOR WOODWARD: Okay.

MR. KOGELNIK: So that's all I have for that. And oh, the Asset Management Plan update, we are waiting on the Ohio E.P.A. to get back to us on the grant. We've submitted the application for that, and then thereafter we'll work on the Asset Management Plan updates. So, everything else for us though is sort of on hold. Does anybody have anything for me?

MR. PETERSON: I don't have any questions. Do you have any questions?

MR. KOGELNIK: Okay. Thank you.

MR. PETERSON: Thank you.

**3. Utility Committee Report**

MR. PETERSON: Utility Committee Report. I know Mark was not able to be here, he was ill; but he didn't send a report. Did he give you anything?

MS. SLUSARCZYK: No. I confirmed with him that he was aware of the meeting tonight; and he said he would not, he's sick. And I told him thank you for staying home. But that's all.

**4. Clerk's Report**

MR. PETERSON: Clerk's Report.

MS. SLUSARCZYK: Only thing I have is for the booster pump station location, we have a service application for Ohio Edison. I still think it might be pushed to the next meeting. But I'm not the person -- it appears that once this is done with the Holton's then maybe then we could go ahead and submit that because it takes some time. But I'm just sitting on it. I want to make sure that that is what you want me to do.

MR. PETERSON: Yeah. I mean, that's fine with me.

MS. SLUSARCZYK: Just wait till --

MR. PETERSON: Is it holding anything up, Chris?

MR. KOGELNIK: Not at this time. It's not a critical thing to get addressed in terms of advertising for the construction project, so -- but we need to make sure that we have electric later on. I mean, for the construction of the project we're not going to need electric on day one, you know what I mean.

MR. PETERSON: Yeah.

MR. KOGELNIK: But we do have to -- we have to go through the process with Ohio Edison. Ohio Edison is just like any big regulatory these days, they need a boat-load of time in front of you connecting up.

MS. SLUSARCZYK: Yeah, that's my concern. But again, I didn't forget about it. That --

MR. PETERSON: No, that's fine.

MS. SLUSARCZYK: That's really the only other thing I have. Everything else I think we discussed already. I do want to ask, Chris, you said that you didn't have any authorization to work on the preparation for the February 4 meeting. Is that something you're asking the Board? I don't have a work authorization or a request for --

MR. KOGELNIK: That's right, I haven't submitted anything. So that was why I asked the Board how much time do you think I'm going to have

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in it. Because if it's just an hour I'm not going to -- I'm not going to submit a work authorization for that, I'll just include that in the retainer.

MR. PETERSON: How much time do you feel you need for it?

MS. SLUSARCZYK: Yeah.

MR. SULLIVAN: Yeah, you have a better idea.

MR. KOGELNIK: Being that I don't have any of the documents I've asked for or a large part of those documents I don't have, it's pretty simple for me to just say that hey, I don't -- we don't have any documents and that's the basis for, you know, my concerns on this permit renewal. So, if that's the case I only have -- I should only have about an hour, me showing up and stating that. But if I have to get -- you know, if I have a lot of preparation that I have to do based on whatever you guys want me to say, then I need to prepare for that. So, until you tell me what else you want me to say in the public comment on that, all I can tell you is what I just said, I'm only going to have about an hour stating their PTI application is incomplete.

ATTY. RIES: About -- what about all those documents John Schmitt sent us a couple months ago?

MR. KOGELNIK: That's the basis of what I'm saying. I reviewed that.

ATTY. RIES: Okay.

MR. PETERSON: So, do you need paid for your time to review that?

MR. KOGELNIK: No, that was all done under their site plan review. I'm not going to go back and charge them an hour or 10 hours or whatever to negate their NPDES permit, that's not going to go well. That puts my company at risk.

MR. PETERSON: No, no. Okay. Well, I would say when we meet on the 20th we'll have a better idea and then you'll be able to submit the work authorization.

MR. KOGELNIK: If needed.

MR. PETERSON: Yeah, if needed. Okay. Anything for Cindy?  
Seeing none --

**5. Superintendent's Report**

MR. PETERSON: Superintendent's Report.

MR. BIGGS: I had to order some replacement parts or repair parts that we use, business as usual, with Ferguson. So, I'll need approval for \$2,215.80. They were through Ferguson. They are just repair parts that we're replacing.

**MR. SULLIVAN: I'll make a motion, two thousand --**

**MR. BIGGS: \$2,215.80.**

**MR. SULLIVAN: \$2,215.80.**

**MR. BIGGS: Correct.**

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

**(All respond aye.)**

**MR. PETERSON: Opposed.**

**(No response.)**

**MR. PETERSON: Motion passed.**

MR. BIGGS: The next thing is approximately seven years ago I purchased a laptop so that I could do work at home and still be able to monitor SCADA and whatever else. I did all lose. It is dying. If I lose that I'm going to have to replace it or whatever. I don't know when it's going to go. So, I looked around and I found another laptop that's -- it's one thousand -- \$1,099.99, \$400 off, it's exactly what I need. I had previously talked to Chris about this. I would just like permission to be able to purchase that so that I can still do work from home to keep the system going.

MR. PETERSON: I'll make a motion Darren purchases -- no, go ahead.

MS. SLUSARCZYK: Is that new, the date, or is that the one from -

-

MR. BIGGS: It's new, we checked. We checked; it's the same

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price. They didn't go up. It's the same, correct, yeah.

**MR. PETERSON:** I'll make a motion we approve Darren to purchase a laptop for \$1,099.99.

**MR. BIGGS:** Correct.

**MR. SULLIVAN:** Second.

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

(All respond aye.)

**MR. PETERSON:** Opposed.

(No response.)

**MR. PETERSON:** Motion passed.

**MR. BIGGS:** Next is another approval. Down at LEC we have a meter that is not -- it's working, showing it's working because it's flowing, it's not registering, okay. They are approximately nine years old, I believe. Cindy, didn't we come up with that down at LEC?

**MS. SLUSARCZYK:** At least nine years old.

**MR. BIGGS:** So somewhere around there, maybe a little bit older. I would like permission to replace both of them. As long as I'm getting the work done, we can do both. It's a high register meter, it's good to keep them fresh anyhow. It will be reimbursable because it's LEC's responsibility for all that. But the cost for two of them and the registers is \$28,942.00.

**MR. PETERSON:** With -- where's that from?

**MR. BIGGS:** Ferguson.

**MR. PETERSON:** I make a motion we approve Darren to purchase two meters at the price of \$28,942.00.

**MR. SULLIVAN:** Second.

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

(All respond aye.)

**MR. PETERSON:** Opposed.

(No response.)

**MR. PETERSON:** Motion passed. Is there any kind of warranty with them meters? I know I am reimbursable. Usually, it's 10 year.

**MR. BIGGS:** It's not really on there, but they actually did give us a 20 percent discount on there and saving the \$2,236.00 on there just because of shouldn't have a problem, so she did do that. They were the original ones that handled the installation on that one. Next thing I had, we had talked about it before, HydroCorp for our cross-connection control program.

**MR. PETERSON:** Yep.

**MR. BIGGS:** I handed out flyers on that; we had talked about it before. I was hoping if there were any questions you guys would get back. I didn't hear anything. The next step was I got some references from them, so I called other cities. They came in pretty much the same, very professional, yes, they haven't had a problem. A couple of them were just starting, other others have been there at least a year, they haven't had any problems. I did not find any red flags with these guys by looking at references. So, I guess where do we want to be with that? I know it's been a while, but I think for five years it was averaging \$4,000 to handle everything, everything with the cross-connection control program. We are still in control of it, I am, I'm still responsible, still direct them and whatnot. But they handle everything else, the surveys, making sure it gets done, notifying them with letters, et cetera.

**MR. PETERSON:** Yeah. And one of your staff is still going to be with them when they are going, correct?

**MR. BIGGS:** For the inspections?

**MR. PETERSON:** For the inspections.

**MR. BIGGS:** We can do that; that's not a problem. The only problem is we are responsible for the outside one. So, for inspections or whatever else send a guy inside, that's a whole lot of time. We could do that, but the object is to kind of help us out with it.

**MR. PETERSON:** I think it's important that one of our staff is there.

**MR. BIGGS:** It's good to be in there and see what is going on, I

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don't disagree with that. If that's going to be a requirement that's fine, they won't have an issue with that. It's a good thing anyhow because it helps them to get in the doors.

MR. PETERSON: They're doing inspections every day, your staff's not, I get it.

MR. BIGGS: So, I don't know where we are at with that. I guess what I'm asking is, is this something we want to move forward with?

MR. PETERSON: I'm okay with moving forward. Do you have a contract or, how does it --

MR. BIGGS: I don't. What I'll do is tomorrow I'll set up a meeting with the gentleman that I've been talking to, let him know that the E.P.A. says let's see what the details are, that yes, we can move forward with this, we are good with that. Because they were going to rearrange some money too where they charge them and possibly, we could get reimbursed for that, I can get details on that. I don't want to --

MR. SULLIVAN: So, for the next meeting you will bring back the package?

MR. BIGGS: I would like to get it to you guys prior to somehow so that next meeting we can be prepared and not --

MR. PETERSON: You can e-mail it to us in the next couple of days, we can read it over.

MR. BIGGS: That's what I would like to do.

MR. PETERSON: And send it to Matt too.

MR. BIGGS: Get the contract form, get it together, tell them yes where we signed up so we can look through it, you can officially approve it. Sounds good.

MR. PETERSON: Yep. And just a side note, I'm the one that asked Darren to check references because I've had dealings with HydroCorp. It wasn't the same division, but I had him check references.

MR. BIGGS: But on the other side of it.

MR. PETERSON: It was install meters, it was not doing cross-connection stuff. So, I told him make sure you check references. That's why it took a little longer to get it done.

MR. BIGGS: Next thing is approval for Metron, \$200. It's an annual meter -- the cell meters renewal is what it is. We've done it every year. They give us the meters that we can read cellularly, we get it on the Internet.

MR. PETERSON: Do we need to approve it because it's an annual contract?

MR. BIGGS: That's exactly right. I know it's \$200, but I like to bring it to you guys' attention because it was a trial thing, he didn't charge us for it, except for the services. That's the only thing, yeah, the cell part of it. So, I like to bring that annually back because you may want to cancel that whole thing or you may want to move forward with it, everybody having that. So that's why I'm bringing it.

MR. PETERSON: I would like to move forward with everybody having it. That's just my opinion.

MR. BIGGS: So now the \$200 for -- it's a yearly service for 20 registers meters that we have out there, okay.

**MR. PETERSON: Okay. Do you need an official vote? Let's just do it. I'll make a motion we pay Metron \$200 for their annual fee.**

**MR. SULLIVAN: I second.**

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

**(All respond aye.)**

**MR. PETERSON: Opposed.**

**(No response.)**

**MR. PETERSON: Motion passed.** While we're on that, can you get them to come in and maybe start looking at that again?

MR. BIGGS: I can absolutely do that. That was going to be my next thing. I gave you guys everything with quotes that I got to convert our whole system over to AMI, you know, the cell read meters. I handed that out to you and asked if there were any questions in the meantime so that I had

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time to get back to these companies. I did not hear anything. So, I guess I'm asking where are we at with that? Did anybody get a chance to look at it, did anybody --

MR. PETERSON: I've looked at it. I'm very interested.

MR. BIGGS: So, who would you like in here, Chris? Who would you like to --

MR. PETERSON: I mean, if you're dealing with Metron I don't have an issue with that. I -- my only question is the selfies, I don't have that where I work, mine is all collector systems. Do you want to see multiple companies, Mike?

MS. SLUSARCZYK: It would have to go out for bid. You're talking a couple hundred thousand dollars.

MR. BIGGS: That's what I'm asking. I got estimates on here, that's what I'm -- I've already done that work. Who would you like to talk to?

MR. PETERSON: Chris, do you have any experience with any of the meter companies, or have you guys done any of that? I know our engineer did it in Lisbon.

MR. KOGELNIK: I'm sure we do. I would want to refer to Bob McNutt and get back to you. If you want --

MR. PETERSON: I guess the process would start with an engineer estimate to see what we are looking at money-wise to see. Do you think you have --

MR. KOGELNIK: Is that the same question you asked last year about the metering?

MR. PETERSON: I think we talked to you about it.

MR. KOGELNIK: Yeah, we gave you a price.

MR. PETERSON: Did you get an engineer's quote? If you did, I didn't see it, I'm sorry, or I don't remember. If you have it, just re-send it to me.

MR. BIGGS: You gave us something that you could --

MR. KOGELNIK: It was the price for replacing the meters, right?

MR. BIGGS: Well, it's replacing the meters, the cost of the cell service, it's purchasing them, but we still need somebody to actually install those also. Did you --

MR. PETERSON: I think that's the question we asked, you know, that you think about it was you would install the meters, but you didn't install meters.

MR. KOGELNIK: Right.

MR. PETERSON: So sometimes that project's split up. Like Neptune has their own installers. I don't know about Metron.

MR. KOGELNIK: You could just do construction.

MR. PETERSON: You might have to split it up or keep it together.

MR. BIGGS: That seems to be the case on what it is. Most of them don't have -- you know, they sell and spar.

MR. PETERSON: Just so everybody understands, the new meters would -- you would be able to have a portal, or the office would be able to have access so if you have a leak in your house it sends somebody an alert. It helps keep people's water bills down at the end of the day.

MR. BIGGS: You got a good story on that, don't you?

MR. PETERSON: I do. That meter saved my butt.

MR. BIGGS: You have one of those. We won't run around, we won't drive, we would be able to look on the Internet to get that stuff. They would also work with billing so that they could separate it where they can just see that all the time, push a button and boom, it's there. No more back and forth and all that, it should save us a whole lot of time. And it's also really beneficial towards the resident --

MR. PETERSON: Correct.

MR. BIGGS: -- as Chris was saying.

MR. PETERSON: And it's even small leaks. You wouldn't imagine how many houses we go in toilets are leaking, people don't realize, you don't catch it until the billing. Every day when my staff goes into the office we

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check the meters. On the days -- on the weekends you still have somebody here on the weekends, right?

MR. BIGGS: We come in and do the testing.

MR. PETERSON: One extra step to check the meters on the weekend.

MR. BIGGS: What is also nice about that too, Chris, is we don't even have to monitor it like that.

MR. PETERSON: Metron.

MR. BIGGS: You can monitor your own. That's how you found out about it, you can get notified if there's a problem and then that's how it worked for you.

MR. SULLIVAN: Every time we use the sprinkler system we get a notification.

MR. BIGGS: Right.

MR. PETERSON: So, I really want to look at trying to do that.

MR. BIGGS: Should I try to contact the estimates that I have now and have them here the same date, different days, or how would you like to do that?

MR. PETERSON: I would say --

MR. BIGGS: I mean, do you want to hear more about it or do you want to make a sure --.

MR. PETERSON: You would make a choice because you would have to bid it out anyway. I don't want to waste their time. I mean --

MR. BIGGS: Do you want me to bring one in, not on the next meeting because I know there's a lot, but possibly the next one after that, bring say Metron in?

MR. PETERSON: It wouldn't hurt to bring them in and have a presentation for us, absolutely, answer any questions.

MR. BIGGS: He's been in here twice already and done that, so he won't -- there is somebody in the area that -- the main guys in Colorado, I'll let him know. I'll try to set it up for two meetings from now. If that doesn't work out, I'll give you guys dates.

MR. PETERSON: Now the one thing I did learn, people will complain a little bit when you first put the meters in because they are more accurate because meters slow down and don't speed up. They are all ultrasonic, so they catch low flow. So, people's bills will go up a little bit because it's actually measuring the amount of water that's going through there. There's nothing that will slow that meter down. So just to warn everybody it will go up a little bit. Now your businesses you're putting ultrasonic in.

MR. BIGGS: We do have that. There's not the cell balances because a lot of them are bigger. What we are looking at, because residents don't use all that much anyhow, the benefit is being notified. The one time you are notified you already saved money. So, there might be a little blow back on the -- what is it, \$10 a year -- that you can pass along to the residents, \$10 a year. But as Chris will tell you, one time that it catches a leak you've already made your money back.

MR. PETERSON: You've paid it, yep.

MR. BIGGS: Just to give you -- they can explain a little bit more. So, two meetings from now I will see if Metron can come in and answer any questions and we'll go from there.

MR. PETERSON: Works for me. Is that good for everybody else?

MS. SLUSARCZYK: February 3 would be two meetings from now. That would be the night before the E.P.A. So maybe the February 17 meeting.

MR. BIGGS: February 17. Okay.

MS. SLUSARCZYK: That's okay. It just keeps everybody --

MR. BIGGS: I'll see what I can do with that. February 17, okay.

MR. PETERSON: Do you have anything else?

MR. BIGGS: One last thing. Our last hire started on Monday. So, we have him here, everything is going fine. I mean, day three, but we had our last one started on Monday.

MR. SULLIVAN: How are the other ones working out?

MR. BIGGS: Fine. Still fairly new. The one -- the oldest

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one, been here the longest, is doing great. That would be Ed. John's the other one, he's still fairly new. Haven't had issues, you know, hiccups being new or whatnot. That brings me to another point though, Chris. I passed along our E.P.A. representative for John because he had --

MR. PETERSON: Can't afford his certification.

MR. BIGGS: Certification is outside the state. And from talking with you I didn't get anything --

MR. PETERSON: I didn't hear anything.

MR. BIGGS: So, I'm leaving that up to him, it's his stuff. I led him down the right path, I'll help you with that, find out if those count or they don't. I also informed him of what we talked about with schooling, when we can get started with that or not. Are there any updates from the last time?

MR. PETERSON: OTCO is getting ready to put out the stuff for spring. You could have -- if you're putting all three, we can probably have the class here, we can probably do it during the day. We can probably do it five days and done. That's how we are doing distribution classes now. So, five days and you're done, you're ready to go test. So --

MR. BIGGS: So as of now, just what we had talked about, you just don't have anything?

MR. PETERSON: Yeah. We would need to open the class up to anybody else as long as it's okay with anybody; or you'd have to be a private class rate, which you don't want to do. But probably March, April, we could probably set that class up anytime.

MR. BIGGS: I guess I just wanted to make sure everything was still going with that. You have a class part starting March, April. When would you think you might know if you get something together or throw it out there?

MR. PETERSON: The next board meeting is next weekend, so I'll know after that board meeting.

MR. BIGGS: I just want to update them, they want to get moving with it. Okay, fair enough, sounds good. That's all I had.

MR. PETERSON: Cool. Any questions for Darren? Seeing none --

**MEMBER COMMENTS:**

MR. PETERSON: Member Comments. Any member comments? Have you got anything, Mike?

MR. SULLIVAN: No.

MR. PETERSON: I don't have anything.

**QUARTERLY APPROVAL OF BILLING ADJUSTMENTS:**

**January, April, July and October**

MR. PETERSON: Quarterly Approval of Billing Adjustments. Is there anything up there? I'm sorry, I didn't see anything.

MS. SLUSARCZYK: I don't know. I only dealt with your voucher, I didn't see if she put the book out or not.

MR. PETERSON: We'll do it next meeting.

**ADJOURNMENT:**

**MR. PETERSON: Motion to adjourn.**

**MR. SULLIVAN: So moved.**

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

**(All respond aye.)**

**MR. PETERSON: Opposed.**

**(No response.)**

**MR. PETERSON: Motion passed.**

(Meeting adjourns at 6:05 p.m.)

C E R T I F I C A T E

STATE OF OHIO )

TRUMBULL COUNTY ) SS.

I, Deborah I. Lavelle, a Notary Public in and for the State of Ohio, duly commissioned and qualified, do hereby certify that the foregoing

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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 13th 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