

Village of Lordstown Board of Trustees of Public Affairs

October 29

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RECORD OF PROCEEDINGS
MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS
1455 Salt Springs Road, Lordstown, Ohio
October 29, 2025
4:00 p.m. to 6:50 p.m.

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

ALSO PRESENT: Mr. Ernie Bowen, Village Council
Ms. Jessica Blank, Village Council
Mr. Ted Harvey, TEC
Atty. Molly Johnson, Imperial Communities
Mr. Tom Cowie, Imperial Communities
Mr. Ron Radtka, Imperial Communities
Ms. 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 29th of October, 2025.

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

LORD'S PRAYER
PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL:

MR. PETERSON: Welcome everyone. Roll call please.
MS. SLUSARCZYK: Chris Peterson.
MR. PETERSON: 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:

September 16, 2025
September 30, 2025
October 7, 2025

MR. PETERSON: Next is approval of the minutes. Did everybody get a chance to review the September 16 minutes?

MR. SULLIVAN: I make a motion to accept the September 16 minutes.

MR. PETERSON: Mike made the motion.

MR. CZECK: Second.

MR. PETERSON: Second by Stanley. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. September 30 minutes. I'll make a

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motion we accept them.

MR. CZECK: Second.

MR. PETERSON: Second by Stanley. All in favor?

(All respond aye.)

MR. PETERSON: All opposed.

(No response.)

MR. PETERSON: Motion passed. October 7 minutes.

MR. CZECK: Make a motion to accept the minutes.

MR. PETERSON: Motion by Stanley.

MR. SULLIVAN: Second.

MR. PETERSON: Second by Mike. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

CORRESPONDENCE:

MR. PETERSON: Any correspondence?

MS. SLUSARCZYK: No.

PUBLIC COMMENTS:

MR. PETERSON: Public Comments. Any public comments?

MS. HOLTON: Am I the only one here? I didn't really get a chance to --

MR. PETERSON: You have to state your name.

MS. HOLTON: Oh, Roxanna Holton. Do you need my address?

COURT REPORTER: We generally do that.

MS. HOLTON: 3259 Lyntz Road. I'm just here tonight because I thought -- and Darren, you'll have to correct me, I thought we were going to be on the agenda tonight for our water hook-up on Tod Avenue. That's what I was told, but then not by you so --

MR. BIGGS: You don't need to be on the agenda, it's in my notes.

MS. HOLTON: To present to them? So, my questions may be answered.

MR. BIGGS: That's correct. You don't need to be on the agenda. She bought a new place, it's in town. It didn't need to be on agenda. It's a different situation. It's in my notes, I want to talk to you. Do you want to do it now?

MS. HOLTON: Well, I'll tell them the address, 6345 South Tod Avenue. It's the old J-Well building, we purchased it. Never had any water or sewer to it. We've hooked up the sewer in the last two days, attempting to hook up the water. We have a little bit of an issue, and we have to address and go from there.

MR. BIGGS: Right.

MR. PETERSON: Go ahead. Are you guys okay with that?

MR. SULLIVAN: Yes.

MR. BIGGS: What I was going to mention, they're well off the road, if everybody is aware of that, that property there. They'll need a pit; they were well aware of that. The issue is the line is actually in the road.

MS. HOLTON: 45.

MR. BIGGS: Yeah, 45, Tod Avenue. We haven't done one there. It's actually inside the white line which would have been the road right-of-way until it was widened, thus it's in the road. When we go to do that tap, we're -- you're going to look at closing two lanes. It will be affecting everybody here, the Road Department. We probably will have to get a hold of the State being a state route, tap it out there in the road, just to get this done for them. So, what I was going to ask is, is this something that we should tackle; or should I contract this out to make sure it gets done quickly and doesn't tie us up and get it done? And then again, who would be paying for that was what I was going to bring to the Board's attention so that we can figure this out and we can get them some water there. They did put in a water line today just out to the road. It was inspected, yeah, that was done.

MR. SULLIVAN: So now you need to go out into the road.

MR. BIGGS: I'm sorry, Mike.

MR. SULLIVAN: So now you need to go out in the road to get the tap.

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MR. BIGGS: That will be the next step, yeah.

MS. HOLTON: We prepared everything, and the lines in the ditch and it's coiled up and it's ready to proceed with a tap.

MR. SULLIVAN: Down by the weld shop?

MS. HOLTON: No, no. It's on the east side. It's the old J-Well building.

MR. PETERSON: It's down towards the restaurant more. It's down across from the school, right?

MS. HOLTON: It's across from --

MR. PETERSON: The old church, where the old church used to be.

MS. HOLTON: Somewhere in there. Right next to Blank, right next to them. Along the power line.

MR. PETERSON: Have we ever had one on 45 that we had to incur a lot of extra costs and what did we do?

MS. SLUSARCZYK: The only other one that I can recall off the top of my head is when Fear Forest connected to our water distribution system. Twice they came before the BPA, but the first time he had to have a bore under State Route 45 to the west side of the road. He hired a contractor we approved. He paid the contractor, paid the insurance, there was insurance and stuff required. I'd have to go back to the minutes to pull out anything more, but I do know that literally all the expenses were paid for by the developer because nothing was receipted on the account as coming through our office for me to reflect to say yeah, he paid this. But he hired the contractor, got the insurance, everything that was needed, and made the connection. And in that situation, there was a fire hydrant installed, you know, it connected on the east side of 45, they bored under; and all that expense back to his building was borne on the developer.

MR. PETERSON: Okay. Darren --

MS. SLUSARCZYK: They're on the east side of the road so --

MR. PETERSON: They're on the east side, not all the way across the road, up --

MR. BIGGS: No boring. We would have to cut the road.

MR. SULLIVAN: But you still have to go two lanes?

MR. BIGGS: To be safe to do the job I would think so, Mike. We got to close everything heading northbound I would think, so -- we're going to be in the northbound one just not the passing lane there; but I'm thinking we should probably close both of them right there.

MR. SULLIVAN: And you think that it would be a little much for your crew?

MR. BIGGS: I do. I think it will be a lot, absolutely. Especially with the new guys. And if anything happens in town, we won't be able to leave that. Anything -- anything else happens we're -- that will become second no matter what because we got a road open -- or a road closed but cut for open. My suggestion would be to have, I mean, someone that does this every single day get in and out and do it as quickly as possible. That's my thought. But it's just -- it's an odd situation. I've never done anything with Tod with it being in the road like that.

MR. PETERSON: Yeah. You'll need to make application to ODOT if you're going across.

MR. BIGGS: I'm sure there's just going to be a lot more to that. I wanted to make you guys aware to get a plan so we can get water to them.

MS. HOLTON: And because Lordstown can't do this by themselves the expense comes back on me, am I to understand that whoever you hire?

MR. CZECK: That I don't know.

MR. SLUSARCZYK: In any situation, if they can't do a tap the additional expense is on the owner or the developer. If they do a mole for a simple resident and they can't get through because of the rock and an outside contractor is involved, that expense is passed on to the resident. If you recall a couple years ago how expensive it got for a resident to connect.

MR. PETERSON: Yeah.

MS. HOLTON: And do I have any say on who gets hired since I'm going to foot the bill? Am I understanding --

MR. CZECK: I imagine if they're licensed I

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don't think it would make a difference.

MR. PETERSON: Yeah, if you have a license --

MR. CZECK: Is Mark still licensed for water? I thought he had that at one time.

MS. HOLTON: We have the road cut, but that's a state route.

MS. SLUSARCZYK: I actually think ODOT has some say on who's allowed

--

MR. PETERSON: I think ODOT actually --

MS. HOLTON: I want to know what this is going to cost me and what my options are going to be.

MR. PETERSON: Yeah. I think ODOT -- they have to be ODOT approved if I remember correctly when I went through this before.

MR. SULLIVAN: So, what would we do, go to ODOT and say who the approved contractors are?

MR. PETERSON: Darren would probably have to contact ODOT and tell them that -- what they're doing, and they would give you a list of approved contractors to pass on to them I would assume. Usually if there's a company or somebody they've already been through that process, you know what I mean. They already know everything to do. So, I haven't had to go hunt for a contractor before.

MR. SULLIVAN: Well, we've really been through the process with the Fear Forest.

MR. PETERSON: Yeah.

MS. SLUSARCZYK: Well, we didn't open cut the road there, Mike, they bored under it.

MR. SULLIVAN: Well, I knew they bored under it. But across --

MR. PETERSON: But they came to you with the contractor --

MR. KOGELNIK: Right.

MR. PETERSON: -- that was approved.

MS. HOLTON: Well, you can't just bore to this.

MR. BIGGS: Not this one, no.

MR. PETERSON: You'll have to open cut it.

MS. HOLTON: You'll have to open cut.

MR. BIGGS: It's not an option. It's definitely going to be an open cut, no doubt.

MR. PETERSON: So how quickly were you -- I know you already ran the water line down. How quickly were you wanting to get water to the building?

MS. HOLTON: We don't have any timeline. We're just looking at inclement weather.

MR. BIGGS: I talked with Mark about it, that was his concern.

MR. PETERSON: Trying to beat the weather.

MS. HOLTON: I mean, that's why we hurried up and got the sewer in and dug the trench.

MR. BIGGS: She came in, they paid for the tap and whatever else. I needed to talk to you because it was a weird situation over there, and obviously with the weather coming.

MS. HOLTON: I didn't pay for the tap yet because I wasn't sure what this was going to cost me and how we were going to proceed with it. I know what it's going to cost me for the tap if I proceed with that.

MR. PETERSON: So yeah, I would say reach out to contractors. Maybe if you reach out to a contractor, they already know they are approved through ODOT to do it. Is everybody in agreement?

MR. CZECK: That sounds logical.

MR. PETERSON: Yeah. Okay. Any other questions? Okay, all right. Any other public comments? We had some more people walk in. Nothing? Okay.

NEW BUSINESS:

1. Interviews

MR. PETERSON: New Business. Item number 1, Interviews. We're going to do that at the end if everybody is okay with that.

MR. SULLIVAN: Yeah.

MR. PETERSON: Seeing no other new business --

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OLD BUSINESS:

1. New 24" Water Line

MR. PETERSON: Old Business. New 24-inch Water Line.

MR. KOSELNIK: It's my understanding that the letter from the Village of Lordstown was sent to MVSD. MVSD called me yesterday to confirm they received it and they are reviewing --

MR. PETERSON: On their end.

MR. KOSELNIK: -- everything there. They know that the Village wants to meet with them, but they're still in the process of reviewing the two questions that were on the letter. So that's what I know for that. Also, MVSD wanted to know what their potential share might be. So, I did a breakdown real quick, as quickly as I could without getting too involved in it, and I received approval from Ernie to share that with MVSD. So, Ernie and MVSD have that spreadsheet.

MR. PETERSON: Okay. Any questions?

MR. KOSELNIK: Is there any status on -- well, is there anything else that the Village is doing in conjunction with the 24-inch water line?

MR. PETERSON: Not that I know of. I know RFQs are sitting with the engineer, I just haven't heard any confirmation yet. As soon as I get confirmation on that I will let everybody know. I'll follow up on that tomorrow. Okay. Anything else on that?

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

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

ATTY. RIES: We have the -- we talked about with Clean Energy Future Trumbull when they were here at a couple meetings ago, we talked about a sewer agreement that would basically create a monetary offset for the Village if we agreed to waive claims for their hook into Trumbull County sewer, along with a declaration of a restrictive easement on the property. I've since made some significant, red-lined revisions to that agreement. I believe I've shared that with some of the individuals here to review. I got some comments and feedback. I included those concerns into our red-line revisions. I sent it back to Clean Energy Future Trumbull's attorney early last week. He got back to me this week, he said he's still reviewing it, he's going to come back to me with his comments next week. I don't anticipate that all of our proposed revisions are going to be accepted, but that's normal for negotiating a contract. But it's just a wait and see as to what they are going to come back with, what they're willing to accept and not accept, and we'll negotiate from there. That's where we are, still in draft format being circulated between attorneys.

MR. SULLIVAN: Okay.

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

3. Rules and Regulations Governing Water Use and Service

MR. PETERSON: Item number 3, Rules and Regulations Governing Water Use and Service. Any updates?

4. Niles Bulk Water Agreement

MR. PETERSON: Okay. Item number 4, Niles Bulk Water Agreement.

ATTY. RIES: We were going to wait until we had more information on the new line and to reopen up that agreement. Initially we talked about possibly combining the agreement with Clean Energy Future Lordstown, but at our last meeting we decided we're going to keep those separate, work on revising the bulk water agreement, and opening it back up once it's time to address the new 24-inch line. But I don't believe we've come to that point yet where it's necessary to reach out to reopen the contract yet.

MR. PETERSON: Okay. Any questions for Matt on that?

5. Trumbull Energy Center - Warren Water Line

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

MR. KOSELNIK: Warren water line is complete as far as I know, and

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the restoration has been addressed. And also, the road restoration has been addressed.

MR. HARVEY: Ted Harvey, Trumbull Energy Center. Just an additional update. As stated, that all the line has been completed. The disinfection has been completed and accepted, so we're now on the main transmission line and we are off of the cross-connect. So, all of our water flow now is from the main line and into Trumbull Energy Center facility. You know, we were also wanting to discuss, we've talked several times on getting the account into TEC's name so that, you know, because now we're on the main water line we feel like it's probably the appropriate time to get that in our name. Gemma's, you know, currently beginning to get things wrapped up; and extending the bulk water agreement, now that we're off the cross-connect and Gemma beginning their wrap-up, it would put us into a pretty tight position to try to get that done before Gemma's totally complete, contract complete and demobilized. So, we're hoping that we can get that on the Board's approval to move forward with getting that in our name. I know there's been some concern with the sewer issue and kind of talking about the sewer with the water line. We're respectfully asking that, you know, we take those issues separately. We're committed to the sewer agreement and the process of reaching a mutually agreed-upon approach to the sewer agreement, get that completed as well. It's going to take a little more time, and that's the reason we're asking that we kind of separate the two issues is because the time between attorneys, our attorney, our lenders, our investors, it's a process; and unfortunately it's not a process that gets done, you know, in a real quick time. I think, Matt, you would agree it's typically not going to be happening rather quickly. You know, these kinds of things can take a little bit of time and effort, and we're committed to that time and effort to get that completed.

ATTY. RIES: Okay. I think some of the concerns that I hear are if this is approved, is the sewer agreement just going to fall off the table and we're not going to hear from anyone or will there be the continued commitment to get that done subject to negotiation of certain provisions.

MR. HARVEY: Yes, sir. And I can understand the Village's concern with that regard. And you know, all we can really do is offer, you know, our commitment and our commitment to remain in communication. And we have no desire, no intent or anything to end those communications or to shift from what we have obligated ourselves to do with regard to the financial part of it and with trying to get an agreeable condition with the VOL and Trumbull Energy Center and its lenders and investors.

MR. PETERSON: So, to move the water into their name, what's your guys' thoughts?

MR. SULLIVAN: Well, my thought is some of the commitments we have had from Warren they didn't stay with. And I'm afraid if we separate them, the sewer agreement's going to lay in waste for a long time.

MR. HARVEY: You know, with regard to Warren, sir, Warren really has nothing to do with --

MR. SULLIVAN: Trumbull County.

MR. HARVEY: -- with the sewer at all. It's totally separate. You know, it's strictly a TEC commitment to get that accomplished and we remain committed, sir. I mean, I know we have had some things in the past that have been a sticking point with the Village, but we've also had some things that we offered and we followed up with regards to like some of the valving, we approached the Village to try to help out with some valving issues. That was a commitment, and we honored that commitment all the way through payment. There's been other minor commitments, you could call them probably minor in nature, but I think it demonstrates that -- you know, that we're trying as a facility to be a good neighbor and that we're trying to hold to our commitments with the Village of Lordstown and the community as a whole.

MR. SULLIVAN: Well, I didn't see you as a good neighbor when we came to you and asked if we could have that corner for the substation. You said no.

MR. HARVEY: Yes, sir. To that issue there were some issues that were out of TEC's control, again with the involvement of our lenders and the investors, to that piece of property. We had an intention of doing so. I think we even, you know -- in conversation we weren't committed to doing so, we were more committed

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into the effort of trying to get this accomplished; and unfortunately, we weren't able to get that property agreed to by our lenders and our investors. And so that deal kind of fell through on us, sir.

MR. CZECK: What are you thinking?

MR. PETERSON: It's up to the Board. I mean, if Matt's secure and they're working with you in good faith, I'm --

ATTY. RIES: Well, they're working with me in good faith. I mean, we've been dealing with each other okay. But we don't have a written contract for the sewer agreement. There's nothing that prevents that from falling through other than relying on people's words. I just want to make that clear, we don't have any legal obligation right now with respect to that sewer agreement. We're taking a leap of faith one way or the other. Has the facility begun full commercial operation?

MR. HARVEY: We are very close, that's why Gemma's starting to wrap up on all their commissioning activities and some -- all the construction activities, we're getting down into the final punch list, so we're heading to substantial completion rather quickly. We're expecting -- right now we're talking about possibly mid-November. That may have, you know, a pull or push so to speak. But we're directly in communication with and in high-level meetings with senior management of both our contractor and our company in doing the beginning of the close-out of substantial completion and getting all the documentation, et cetera in place for it.

ATTY. RIES: So, you're thinking full commercial operation by mid-November or maybe end of November?

MR. HARVEY: Yeah, pretty close is our target. Yes, sir.

ATTY. RIES: Okay. The only thing -- it's your decision, you guys make, you know, obviously. We have a water service agreement; we already have a contract in place to supply them water -- Clean Energy Future Trumbull to supply them water. The trigger for that is when it commences full commercial operation of the facility. That's when we're legally obligated under our contract to supply them with that water. So --

MR. KOGELNIK: Can I say something? One thing that you do owe the Village are the record drawings from your site. And that does involve the sewer connection, it also involves the ponds discharge to the stream. They don't have that.

MR. HARVEY: I understand that as well, and we are working on that direction to get those closed and to you, sir, for submittal.

MR. KOGELNIK: Okay. So those things are related to the sewer and, you know, what the Village customarily receives for a completed facility.

MR. SULLIVAN: Until we get those --

MR. KOGELNIK: The other thing is your site most likely has a notice of -- an NOT with the E.P.A., Notice of Transfer, because Gemma probably is the current named operator for on-site storm water compliance. Correct me if I'm wrong.

MR. HARVEY: No, you're wrong. That's under our permit.

MR. KOGELNIK: Oh, it's transferred? It's now under you?

MR. HARVEY: It's under our control, yeah.

MR. KOGELNIK: Okay.

MR. SULLIVAN: Did you have any --

MR. KOGELNIK: Thank you.

MR. HARVEY: It's -- we're in really the sticking point of the -- of putting it in our name. We're down to now two days of bulk water agreement. We still have our safety issues, all the other issues. And like I said, we're going to push into a period of time -- you know, to begin the agreement, you know, precisely on the commercial operation date is almost impossible so to speak. We have really pushed this as close as I think that we can and still not have an issue of, you know, receiving the -- and getting the water contract executed. I -- you know, I hear -- I hear, you know, the comments back on our request. It's still a little confusing to me. I get -- I get, you know, the need for the commitment, I've offered that commitment. I believe, you know, that we stand by our commitments and the need is now. And you know, these drawings, et cetera, I mean we're working on all that, we're working in that direction to get everything

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completed on the drawings, et cetera.

MR. KOGELNIK: Also, in all fairness to TEC, you know, it's been difficult on the Warren water line, the crossings and et cetera. But we've gotten through that. They did do a significant more amount of restoration on Brunstetter. And he did come to the Village about this request at least a month in advance. So, I mean, it's a two-way street.

MR. CZECK: Well, I don't think, you know, separating -- I don't personally have a problem with it, separating. I don't think -- no matter what we do eventually they're going to hook into the sewer. Now, rather all the legalities are finished on time, I don't see any problem at this point.

MR. PETERSON: Yeah. Should we approve it for a time period since they're still working with you and they're still using bulk water technically?

ATTY. RIES: No. Because we already have a contract in place to supply them with water, again it triggers when there's full -- when they commence full commercial operation of the facility. That's when our obligation is there to provide water. We wouldn't want to tell them they could put the water in their name for a month and during that month they've obtained full commercial operation of the facility because we're bound into a contract. We would be breaching our contract at that point by not supplying them with water. I'm saying at this time contractually that time has not hit when we have to provide them water, but that's up to the Board what you want to do. But we can't go backwards on this and approve it for two months down the road and violate our own contract once that triggering mechanism takes place.

MR. PETERSON: Okay. So --

MR. CZECK: Do you need a motion or what --

MR. PETERSON: Yeah, you would need a motion, correct?

MS. SLUSARCZYK: To --

MR. CZECK: Separate.

MR. PETERSON: No, to move the water into -- from Gemma to Trumbull Energy Center, correct?

MS. SLUSARCZYK: I definitely need the Board's direction because they are -- water and sewer is married. So, our contracts are separate, but it will only take them coming in and making application and paying their deposit. I don't even have -- I'd have to review the contract to say -- I don't know if there's a tap-in fee, some of those things that would have to be done. But really for them to make application it would take them 15 minutes. It is not a time delay as far as the office goes, a few minutes of time.

MR. CZECK: Do you have a deposit amount for --

MR. HARVEY: I know --

MR. CZECK: Has that been established?

MR. HARVEY: I know we --

MS. SLUSARCZYK: I haven't reviewed the contracts in probably two years.

MR. HARVEY: I can't recall if there's a deposit or not or if that's been met.

ATTY. RIES: That's what I'm looking at.

MS. SLUSARCZYK: Deposit or connection fee. I know they installed the line; but they installed it with Warren, not with us. So, I don't know if you would exempt them from that fee or those fees would apply to them.

ATTY. RIES: I thought that the fees would not apply to this agreement, but I would want to double-check that.

MR. HARVEY: And we can double-check that, if they apply, when we actually come in, we would be prepared to, you know, make those payments as well.

ATTY. RIES: I'll have to go through the contract again as to what is owed, but it's whatever is in the agreement.

MR. PETERSON: Okay.

MR. SULLIVAN: So, what is your commitment then on the sewer?

MR. HARVEY: I mean, we remain fully committed. We've instructed our legal counsel to continue to work with Matt and to work with us and our lenders. Matt had a conversation with me this morning. He indicated what Solicitor Ries has stated; that he is in possession, he's doing the review, he's going to be issuing some of his comments to your comments to us, and then we'll be submitting those

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to the Village. So, I think it's going to be a couple back and forths; but, you know, I think it's something that we can timely work on with our attorneys and getting this back and forth completed and reaching a resolution and getting an agreement signed.

MR. SULLIVAN: So, we could understand that by the next meeting there would be some progress?

MR. HARVEY: Oh, there will be progress by the next -- when is the next BPA meeting? Next month?

MR. PETERSON: It's November 18.

MR. HARVEY: 18th. We'll have some progress at that time; yes, sir. I think we should -- I'll instruct our legal team to make sure that we have that -- the responses to your red lines, our responses back to those red lines for review for Matt Ries in a timely fashion before the 18th.

MR. SULLIVAN: Okay.

MR. PETERSON: Okay.

MS. SLUSARCZYK: Ted, if you don't mind me asking, you did say that you are no longer taking water from the bulk water?

MR. HARVEY: Well, for the cross-connect.

MS. SLUSARCZYK: The cross-connect.

MR. HARVEY: So, it's still under the bulk water agreement because it goes through the same meter. So, Gemma is still using the bulk water, but just off of a different transmission line.

MS. SLUSARCZYK: This transmission line.

MR. HARVEY: Our transmission line and not that cross-connect to the Village.

MS. SLUSARCZYK: So, they are getting water with or without the accounts being in their name.

MR. SULLIVAN: So, once it goes into your name then it will --

MR. HARVEY: So, it would take our contractor out of the picture. So currently our contractor -- you guys send a bill to the contractor, the contractor sends us a bill for the bulk water, we pay the contractor, the contractor pays you. It would take that contractor middleman out and we would then be paying directly to you.

MR. PETERSON: So, would the water still be charged at the bulk water rate?

MS. SLUSARCZYK: No.

MR. HARVEY: No, it would be under the agreement.

ATTY. RIES: The rates are set up under the agreement right here.

MR. SULLIVAN: Are they --

MR. HARVEY: And I offer this as a solution -- I would call it a potential solution. We could -- we could -- if you put the account in our names, we could look at a bulk water financials that you have set up -- I don't know exactly how it would have to be drawn up -- but we could pay that bulk water fee up until that substantial completion date that we're expecting in the November time frame. So, in essence, you get us our account, we'll continue to pay the bulk rate until we hit that trigger point for the reduction in rate to the --

MR. PETERSON: To the commencement.

MR. HARVEY: -- to the commencement of the agreement. I don't know, Mr. Ries, how we could manage that.

ATTY. RIES: If that's what you guys want to approve, that would be fine because again, this really doesn't kick in until they reach that commercial, you know, completion, commercial operation date. But that doesn't do anything for the sewage agreement though, that's unrelated.

MR. HARVEY: Yeah.

ATTY. RIES: But if that's their proposal and you want to vote on it that's fine because this agreement really doesn't kick in until they reach --

MR. PETERSON: Until they reach that commencement.

ATTY. RIES: So, this would be sort of an interim before -- between when it's switched over there to their name and this agreement takes place.

MR. HARVEY: Would it be possible, Mr. Ries, to put the account in our name under a bulk water agreement, so to speak; and then once we hit that substantial completion then we would come back and we would say, you know -- it

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shouldn't take a vote, but we could declare substantial completion, indicate that we're, you know, demonstrate that we're in substantial completion and then trigger the agreement costs?

ATTY. RIES: Yeah, I wouldn't have a problem with that because again, we're just falling back to the contract that's already been executed. It wouldn't require an additional vote, it would be just that the contract kicks in at that point.

MR. PETERSON: They notify us they've reached --

MR. SULLIVAN: So, we don't need a vote?

MR. PETERSON: We need a vote to put it in their name. Do you want me to do the motion?

MR. CZECK: If you can get the language correct.

MR. PETERSON: **I make a motion we move the bulk water from Gemma into Trumbull Energy Center's name at the bulk water rate until completion.**

MR. HARVEY: **Substantial completion.**

MR. PETERSON: **Substantial completion, thank you, at the bulk water rate.**

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

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

(All respond aye.)

MR. PETERSON: **All opposed?**

(No response.)

MR. PETERSON: **Motion passed.**

MR. HARVEY: Thank you very much. Very much. I appreciate it.

MR. PETERSON: Just keep working with us on the sewer, that's all I ask.

MR. HARVEY: You have our commitment on the sewer.

MS. SLUSARCZYK: Can I ask who seconded?

MR. PETERSON: Stanley.

6. Trumbull Energy Center - Sanitary Sewer

MR. PETERSON: All right. Trumbull Energy Center Sanitary Sewer.

MR. HARVEY: I think we've covered that one.

MR. PETERSON: I think we've kind of covered that.

MR. SULLIVAN: I would think so.

MR. HARVEY: I'm going to excuse myself. Thank you, appreciate it.

(At this time, Ted Harvey leaves the meeting.)

7. Project Funding - Eastgate FY2026 ARC Pre-Applications

MR. PETERSON: Project Funding Eastgate --

MS. SLUSARCZYK: Ted, will you be coming in before the 31st to do that?

MR. HARVEY: Yes, absolutely.

MS. SLUSARCZYK: All right. Thank you.

MR. HARVEY: Thank you.

MR. PETERSON: Project Funding.

MR. KOGELNIK: I just got a call from Kathy. She needs to talk with us.

MR. PETERSON: All right. I talked to her last week, and she said don't surrender until, you're sure. And I know you've been working on it.

MR. KOGELNIK: She called me and she texted me. Kathy Zook is the liaison for ARC in our region, Appalachian Regional Commission.

MR. SULLIVAN: And that's \$200,000 --

MR. KOGELNIK: Roughly \$230,000.

MR. SULLIVAN: The one from the County.

MR. KOGELNIK: No, this is from Eastgate by way of ARC. Yeah, around \$230,000 for Hallock Young.

MR. PETERSON: Yeah. To release the money, she said she needs a letter from us. I explained where we were in the process and I did talk to Matt, and she had told me don't send the letter until, you're sure. So, has anything changed? I know we talked a couple days ago.

ATTY. RIES: We have a conference call scheduled with the SoftBank people for tomorrow, tomorrow afternoon, for whoever wants to participate, and

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hopefully make some progress there.

MR. KOGELNIK: So, do you think you'll get the assurance you need to give Kathy an answer tomorrow?

ATTY. RIES: Oh no, because we would still need to have the master funding agreement finalized before we can -- you know. They're just reviewing my feedback to their red line changes, so we're still in the very preliminary stage of getting this drafted. I sent this to them like August, and it took a while for them to get back to me with anything, months. And I turned around with my comments and didn't hear back until I followed up with them again. So now we have this meeting scheduled. They don't seem to have -- out of all the people involved, they don't seem to have lawyers involved in this process, which is unorthodox and makes things very difficult.

MR. KOGELNIK: Well, okay. Let me just make sure you guys understand. Including the ARC funding into this project is going to add some complexities, okay. And it also dictates when you can implement the project, all right. As compared to if you had some agreement with Foxconn, you could move this project along more quickly, if that means anything to you or if it means anything to Foxconn. Those things have to be ironed out in the next communication you have with Foxconn. Because it was my understanding the day that Foxconn came to site plan review, they had more urgency for their water than we had heard of the weeks prior. And they've been -- they just evaporated after that, they didn't even, you know, talk with us. So, it's been the most bizarre situation with Foxconn, and this project needs more definition put to it. And now we've got federal funds that are tied up potentially on this project.

MR. PETERSON: So not that this is ideal, but here's my suggestion to keep the peace. Let's surrender the funds back to ARC and roll the dice. Because I don't think it's fair to them to keep money tied up that we may not be using. And I don't know if our commitment level would be there because we would need to use the money next year, correct?

MR. KOGELNIK: I think next --

MR. SULLIVAN: Before we do that, I think we ought to have Jackie, or somebody go back to Foxconn and say where are we at.

MR. PETERSON: She has communicated that.

ATTY. RIES: We have a meeting with them tomorrow and I believe Jackie's -- I set it up, I believe Jackie's going to participate in it.

MR. SULLIVAN: Well, I don't want to surrender the funds before that meeting.

MR. PETERSON: Okay.

MR. SULLIVAN: Or that understanding.

MR. PETERSON: I just -- we have to give them an answer because they're holding funds up from another project that they could fund, do you know what I mean.

MR. SULLIVAN: I understand that. But I don't want to lose it if Foxconn's not going to step up to the plate.

MR. PETERSON: And the 230 gets -- what Chris was saying is -- Chris, correct me if I'm wrong. The 230 federalizes the project, so there would be extra commitments we would have to do. So, at the end of the day, we may only get an extra \$100,000 because we have to go through some more steps. Is that a correct statement?

MR. KOGELNIK: That's correct. That's the nature of this situation. We've discussed this before.

MR. PETERSON: Yeah.

MR. KOGELNIK: I've given you, my recommendation.

MR. PETERSON: I just don't want to keep making everybody mad, and I don't want to mess us up for the next time we put in for money for the project.

MR. KOGELNIK: Right.

MR. PETERSON: And nothing says we can't turn around a year from now and resubmit for ARC funds for the same project.

MR. KOGELNIK: ARC funding is great if you need it for gap financing on a project that you could really afford it, okay. This is about that much in that project. And you know, you're not going to go to ARC routinely like you would OPWC, okay. So that ought to give you some indication as to where -- you know,

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what your real need is for the ARC funds.

MR. PETERSON: What is your guys' thoughts?

MR. SULLIVAN: Well, make a decision after the meeting tomorrow.

MR. PETERSON: We can do that. Can we make the decision to surrender the money without having a meeting of our own?

ATTY. RIES: You need to have a meeting.

MR. PETERSON: So, we would need to set up a meeting probably first of next week to make that decision. Are you guys okay with that?

MR. CZECK: Yes.

MR. PETERSON: How is Monday looking for everybody?

ATTY. RIES: Well, we have Council meeting Monday.

MR. PETERSON: Yeah, there's a Council meeting.

ATTY. RIES: If anything, we could do it before.

MR. PETERSON: We could do it before the meeting.

MR. SULLIVAN: 4:00?

MR. PETERSON: You won't be here?

MR. CZECK: You don't need me to do it. I'm okay with that.

MR. PETERSON: I'm good with 4:00. If 4:00 needs -- does that work for everybody else?

ATTY. RIES: I cannot be here at 4:00. I can report back to you the outcome of the meeting.

MR. PETERSON: Yeah.

ATTY. RIES: But I mean, I have depositions.

MR. SULLIVAN: Well, we can even do it at 5:00 if we just have that one issue.

ATTY. RIES: Okay.

MR. PETERSON: I'm good with whatever time. So, I just want to make sure everybody can -- it's going to be a five minute meeting but --

MR. SULLIVAN: Right. 5:30.

MR. PETERSON: 5:30 is fine with me too. Is that better for you?

ATTY. RIES: I can do 5:30, yeah.

MR. PETERSON: Cindy, are you good with that? So, we'll schedule a meeting for Monday at 5:30. We'll make the ultimate decision then. Chris, does that work?

MR. KOGELNIK: I'll let her know.

MR. PETERSON: Thank you very much. Okay.

8. Proposed Hallock Young Road Water Line Improvements

MR. PETERSON: Proposed Hallock Young Road Water Line Improvements. I think we've covered that. Anything to add to that, Chris?

MR. KOGELNIK: No.

MR. PETERSON: Okay.

9. Salt Springs Road Booster Station Relocation

MR. PETERSON: Salt Springs Road Booster Station Relocation.

MR. KOGELNIK: We're ready.

ATTY. RIES: So --

MR. SULLIVAN: Okay, let's go.

ATTY. RIES: In the vein of nothing being easy, we got that real estate purchase agreement signed finally by the Holton's. Ran a title search, got title commitment back, and the husband has a certificate of judgment against him, against all of his assets, all of his property, for \$111,000 currently owed. So, we would not want to take that property subject to that judgment because it's held by Ohio Edison, they could foreclose on that property or any of the properties that he owns. So, it's a fly in the ointment. So, I reached out to Ohio Edison's attorney, I have had a couple conversations with her. They would be interested in releasing the certificate -- the judgment as against that property only, but they're going to want to be paid some money for it. As of my most recent communication she doesn't -- her client doesn't want any money to be paid to the Holton's on this. In other words, she doesn't want them receiving a dime, it should go towards the judgment against them, which is going to create a problem for them because I don't think that this was on their radar when they signed the letter. I have already sent

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them the purchase agreement. I've already sent them a letter notifying them of this non-permitted encumbrance, that they need to do what they can to get it removed. But I don't -- our options under the agreement are we can proceed to purchase it subject to that lien, or we can decide to terminate the agreement; and I don't recommend that we purchase it subject to that lien. Obviously if Ohio Edison's going to remove the certificate for the purchase price, I would -- I mean, that would be fine with me. But the Holton's won't get anything, and that's going to create issues with them signing the deed because they're expecting to get pretty much every last dime. We worked with them to make sure even how everybody was prorated, that they would get that actual purchase price and we would take on what is normally prorated between a buyer and a seller just to get that \$18,000 in their hands. So, I don't see this -- you know, I'm waiting to hear back from them, but I don't see this property being viable. And eminent domain wouldn't work either because if we went with the eminent domain route, we would still have to join Ohio Edison as a party, and they have the \$111,000 certificate of judgment involved so that doesn't put us any closer.

MR. PETERSON: So, our only saving grace per se would be Ohio Edison releases it, all the money goes to them, but the Holton's still have to agree to that.

ATTY. RIES: Yeah. And I think Ohio Edison probably would because they're getting \$18,000 on a piece of property that's not even worth that to release the certificate against somebody who's difficult to collect against. So, it's a little bit of money.

MR. PETERSON: And they haven't communicated --

MR. SULLIVAN: But the Holton's probably won't agree to it.

ATTY. RIES: They wouldn't get anything. He would get a reduction on his judgment that he's not paying on anyway, so I'm sure that doesn't matter to him.

MR. PETERSON: How long ago did you send them a letter?

ATTY. RIES: Well, I just sent the Holton's my most recent letter, I just sent it to them today.

MR. PETERSON: Today.

ATTY. RIES: Because I've been talking to the Ohio Edison attorney for the past two weeks figuring out if they would -- would they walk away for, you know, a ham sandwich?

MR. SULLIVAN: We really don't have anything at this point, do we?

MR. PETERSON: No, we don't. Any thoughts?

MR. SULLIVAN: We better find one.

MR. CZECK: Well, we may have to move on. I mean, it doesn't sound like it's going to get released.

MR. PETERSON: Yeah, I mean, they could come back and be okay with it. I doubt it, but --

ATTY. RIES: No, it's a possibility.

MR. PETERSON: We'll keep working on that.

MR. SULLIVAN: At the same time, try to find --

MR. PETERSON: But that's going to -- that would eliminate the money from the County. We would never have enough time to turn anything around.

MR. KOGELNIK: Yeah. So, November 1 you have an obligation to fill out this sheet and we send this to the County.

MR. PETERSON: We'll have to surrender the money back to the County. So, I guess that's our only play right now.

MR. CZECK: If Matt didn't hear anything back by the next meeting and we have no resolution, then I would probably suggest we just abandon that and move on.

MR. PETERSON: Yeah.

ATTY. RIES: We'll have to vote to terminate the purchase agreement then at that point.

10. Imperial Sewer Agreement

MR. PETERSON: Okay. Item number 10, Imperial Sewer Agreement.

ATTY. JOHNSON: Good afternoon. My name's Molly Johnson. I'm the attorney that represents Imperial Communities. I think you know my clients, Tom Cowie and Ron Radtka. Mr. Cowie has been to just about every meeting that this

Board has had over the course of the last 10 years. We became aware about a week ago that during the last three Board meetings when he was attending to his wife, who's had some pretty serious health concerns, some fairly bold comments were made by this Board in his absence, one of which was to label me difficult. I'm calling it like it is, that's what men call women who don't give them what they want. Additionally, there was a statement made by this Board that the water agreement, which has never been on this Board's agenda -- you'll note that your own agenda in front of you this afternoon says Imperial sewer agreement, not water agreement -- will expire and that the position of the Board is that it will stop honoring this agreement in November of next year. I was also accused of being non-responsive, I believe was the word. The twelve e-mails that I have brought with me and multiple phone conversations with Atty. Ries believe that label. We have been arguing over this concept for 10 years. Ten years this item has been on the agenda before this Board. In April of 2024 the Board had a long discussion of the sewer over-billing, which is again the item before the Board, having nothing to do with the water agreement. The discussion was there was approximately \$49,000 in over-billing to Imperial Communities. In the minutes it was agreed upon that the Board would tender \$24,000. Mr. Cowie very generously, out of the goodness of his heart, offered to half that billing issue because they live in this community and because they love this community. In May of 2024 Atty. Ries indicated that he was going to write the settlement agreement. I was provided with that settlement agreement. Inappropriately within that settlement agreement was item number 2 that requires Imperial Communities to renegotiate the water contract. Sirs, this contract -- this settlement agreement is for breach of contract. The only contract that has been alleged to be breached in this case is the sewer agreement. To conflate these two items and artificially place a water agreement requirement within the sewer agreement is lacking in common sense and has absolutely no legal basis. The Board over and over again in the minutes has articulated that they know that they owe this money. The Radtka's have articulated through me to Atty. Ries that they are willing to execute this settlement agreement and would very much like to receive the compensation that was promised to them, but they will not do so with the water agreement being inappropriately inserted as to one of these provisions. So, we are not unresponsive. We're asking the Board to stand by what it agreed to do, which is to resolve the sewer agreement breach via a settlement agreement for the agreed-upon funds. After that point in time should the Board like to discuss the water agreement, we would be very happy to discuss it. But as discussed in your minutes, I believe that you are under a misapprehension that that agreement will expire by its own terms next November. The actual language in the agreement says that it automatically renews every 10 years, and the only way for the Village to terminate that agreement would be if the Radtka's breach the agreement. This Board, in minutes for 10 years has never even indicated that the Radtka's have breached this water agreement. Their ability to cancel the agreement would be with 30 days' notice. Yours is not. So, we are respectfully asking that after 10 years the Board move on the settlement agreement, remove the second provision that tries to insert the water agreement provisions into it, and let's wrap this up and get it behind us. Please.

MR. SULLIVAN: Well first of all, you're saying the Board agreed to half. That was true. But at that same meeting when we agreed to that we said we needed to re-negotiate.

ATTY. JOHNSON: You did, sir, and Mr. Cowie refused. I have those minutes before me. My clients have never agreed to re-negotiate the water agreement.

MR. SULLIVAN: We never agreed to half without the re-negotiation.

ATTY. JOHNSON: That's not my understanding of reading these minutes.

MR. SULLIVAN: Well, you misunderstand it.

ATTY. JOHNSON: We certainly can argue about it, we certainly can litigate it. The litigation would bring us back to \$49,000. So unfortunately, as discussed over and over again, \$24,000 is what is in your minutes. This was a promise made, and a promise that needs to be kept. Do I --

MR. SULLIVAN: The promise was made along with re-negotiating.

ATTY. JOHNSON: No, sir. You asked --

MR. SULLIVAN: And at that point you said no, we're not interested;

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and you walked away, and we haven't heard from you until today.

ATTY. JOHNSON: Well no, that's not true because I've been communicating with your attorney who has been well aware of our position on this issue.

MR. SULLIVAN: I don't believe that's true. Is that true, Matt?

ATTY. JOHNSON: I've got the e-mails before me.

ATTY. RIES: Yeah, we communicated -- I think the last time I sent her was an e-mail I think was January 4. We haven't communicated since that time.

MR. SULLIVAN: Yeah, right.

ATTY. RIES: We're communicating at the end of 2024 to get these different agreements to get them negotiated. You guys voted to approve me to draft a settlement agreement for your review for \$23,000; and we wanted to include the water and sewer agreement as part of that, so that's what I did. And I don't think there was a meeting of the minds with Imperial because Imperial doesn't want those included. And our conversation fell off, I guess, probably in January because they weren't willing to include those agreements as part of the settlement.

ATTY. JOHNSON: So, here's the issue. Liability has been admitted by this Board for 10 years. The liability has been admitted. There was an over-billing. We've discussed the dollar amounts. Your own engineer indicated it would be very difficult to determine the exact amount of the damages at issue in this case. This is going back through 10 years of minutes. The argument is not before the judge as to whether or not the Village owes this money. The only decision that needs to be made is whether we're going to settle this agreement, the sewer agreement, which where the liability for breach has already been admitted by the BPA, or whether we're going to have to go and litigate this. Ten years is enough. I understand what the BPA wants, I understand that you want to re-negotiate the water agreement. But these two things are not the same. Your agenda even lists it as the sewer agreement; the settlement agreement is relating to the sewer agreement. There is no basis for inserting the water.

MR. SULLIVAN: Even though we talked about the half, we understood that the park couldn't show that they lost that money. We were just doing that to try to give it off the books.

ATTY. JOHNSON: Well, let me be clear. The park didn't lose any money. The park was over-billed and paid \$49,000 and change. So that is money that my clients have been without and could charge interest for over the basis -- the course of the last 10 years.

MR. SULLIVAN: But what I'm saying is they couldn't show that they lost \$49,000 that we over-billed them.

ATTY. JOHNSON: Well, so what would have to be done is the battle of the experts at litigation. And we would retain an expert to show exactly what did come through the sewer system, and you would have a counter-expert to articulate what you believed came through the sewer system. Frankly, I think it's a waste of time. Once liability has been admitted there's no purpose in filing a lawsuit. If you're going to make us do it, we will, but we'll be after the 49 instead of the 24; and I just think that that's a silly use of resources on behalf of the Village of Lordstown. So, what we would ask is that the settlement agreement have paragraph 2 removed, take the water agreement issue out of the sewer agreement, we'll sign that contract today. We would be very happy to take our money, get this item off of your agenda. Ten years is enough time.

MR. SULLIVAN: Well, we would be very happy to sign the agreement that we talked about in January.

ATTY. JOHNSON: So, does this mean we're going to litigate? Do the other Board members have thoughts on this?

MR. CZECK: Well, when this all occurred, because we've only -- I've only been on here a couple years -- but I was willing at that time to split the bill. That's where that half came from.

ATTY. JOHNSON: Yes, sir.

MR. CZECK: But nothing was ever approved to do that. It was never approved.

ATTY. JOHNSON: I'm not sure what you mean by approved.

MR. CZECK: The other Board members did not approve that. That was never bought up and never voted on, never approved.

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ATTY. JOHNSON: So, what was approved was for Matt to draft the settlement agreement with the 50 percent number.

MR. CZECK: That's the number we talked about, but it never got approved.

ATTY. JOHNSON: Well sure, because the settlement agreement hasn't been signed. Right? But the minutes indicate that the conversation of the Board was we had liability, we agree that this is a problem, we have no contra number --

MR. SULLIVAN: I'm sure the minutes reflect too that the Board wanted to negotiate a settlement agreement on the sewer and water along with the 50 percent.

MR. RADTKA: Mike, that was added after the initial conversation.

MR. SULLIVAN: No, it wasn't.

ATTY. JOHNSON: The minutes from April --

MR. SULLIVAN: It's the same thing because --

MR. RADTKA: It's reflected in the minutes, Mike.

ATTY. JOHNSON: Here it is, right here.

MR. SULLIVAN: (Making inaudible comments, talking at the same time as Atty. Johnson and Mr. Radtka)

COURT REPORTER: We're talking over each other, please. It's all important to get in the record.

(Some further inaudible comments.)

ATTY. JOHNSON: This is from Mr. Czek. This is in April 16 of 2024. "So, this has been going on for about 10 years, this amount calculation. So, they tracked it and there's a lot of hearsay. We don't know as what is true and what is not true, we don't know. But I would like to clear this up. It's been around for like 10 years, right? So, the amount was around \$48,000. But I thought if we would meet halfway like at \$24,000 and either give them a credit or pay it or whatever we have to do it legally to clear this up." Matt then talks about how the contracts go back to 1986. Mr. Sullivan then says, "I would think that if we're going to do what you said we would need to update those agreements." You raised it, sir. As the conversation went on Mr. Cowie says "This agreement is separate from what they're billing for the sewer. I mean, they are two separate issues at this point. I don't think we would be opposed to hearing what you say about them. But clearing up what Stanley is saying about the billing issue, that would be one of it. The metering would be a separate item. Now if you're talking about looking at the agreements, that's a whole other item." It wasn't until after that, which was in August of 2024, that Mr. Peterson raised the issue of "We're not going to do this without incorporating the water agreement", which again Mr. Cowie refused.

MR. SULLIVAN: It was brought up in that first meeting that you just read --

ATTY. JOHNSON: I would be happy to provide you with these, sir. The bottom line is the item on your agenda is the sewer agreement. The breach of contract is related to a sewer agreement. The over-billing was related to a sewer agreement. Once liability has been admitted to by the Board, and certainly a settlement offer was made in a very public meeting and incorporated into these minutes, it doesn't seem like there's much to argue about.

MR. CZECK: A settlement offer was brought up. Never approved. Never that.

ATTY. JOHNSON: I can appreciate your understanding, sir. But from my position, if I were to walk into a court and file this, I am confident that a judge not be happy with the Board trying to back out of the overall framework --

MR. CZECK: The Board never approved --

MR. SULLIVAN: Never agreed that we miscalculated the billing. We just said try get peace between the park and the Village we would take a look at the 50 percent.

ATTY. JOHNSON: What is your ultimate goal?

MR. SULLIVAN: We would like to reach an agreement with the park where we can live, and they have the same goals as every other resident in the Village.

ATTY. JOHNSON: I'm not sure I understand what our ability or

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requirement to engage in that conversation would be. We have a contract. We are not obligated to re-negotiate that contract, and that contract does not expire by its own terms. So unfortunately, by conflating both of these issues the Radtka family feel that there would be no reason to re-negotiate that water agreement because the promise was made, it's been delayed for 10 years, and the Board isn't doing what the Radtka's believe was the master plan here. So why would the Radtka's want to open a negotiation on a water agreement that they have no obligation to do so when they can't get the Board to do what they feel the Board said that they would do 10 years ago.

ATTY. RIES: If you guys want to discuss this in private, we can go into executive session under eminent court action. They're talking about if we don't agree we're going to be -- they're going to sue us. So, if you guys want to ask my advice or talk about it in private, we can do that. That's up to you guys.

MR. PETERSON: I'll make a motion.

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

ATTY. RIES: For eminent court action.

MR. PETERSON: I'll make a motion for eminent court action to go into executive session.

ATTY. RIES: Okay.

MR. CZECK: Second.

MR. PETERSON: Second by Stanley. Roll call please.

MS. SLUSARCZYK: Inviting who?

MR. PETERSON: Inviting the Board and the Solicitor.

MR. SULLIVAN: Both solicitors.

MS. SLUSARCZYK: Who seconded the motion?

MR. PETERSON: Stanley.

MR. CZECK: I seconded.

ATTY. RIES: No, just us.

MR. SULLIVAN: Who do you want --

MR. PETERSON: Just the Board and us.

ATTY. RIES: So, you can ask questions.

MS. SLUSARCZYK: Chris Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Stanley Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Mike Sullivan.

MR. SULLIVAN: Yes.

ATTY. JOHNSON: Thank you.

(The Board enters into executive session at 5:05 p.m.)

(The Board leaves executive session at 5:26 p.m.)

ATTY. RIES: All right, so --

MR. PETERSON: Come out of executive session first.

ATTY. RIES: Yeah, motion to come out.

MR. PETERSON: **I make a motion we come out of the executive session.**

MR. SULLIVAN: Second.

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

(All respond aye.)

MR. PETERSON: Or roll call, sorry.

MS. SLUSARCZYK: I need a second and then roll call.

MR. PETERSON: Mike seconded. Sorry.

MS. SLUSARCZYK: Chris Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Stanley Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

ATTY. RIES: All right. So, the Board's concern with the water agreement and the sewer agreement are with the perpetual nature of them which are not good for municipalities to have. That being said, they're okay with not re-opening these agreements at this time; but they do want to include as a condition of a settlement agreement for the payment of the \$23,000 that the agreement that

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-- the water and sewer agreements will terminate in five years -- or five years from the end of the next 10-year renewal term which would be December 31, 2031, and then we can deal with that down the road. But that's what they're willing to offer.

ATTY. JOHNSON: Do you guys want to step out, let them proceed and have a quick conversation about it?

MR. RADTKA: Yeah.

ATTY. JOHNSON: We're going to go talk about it upstairs here for a second. We would like to come down and wrap this up on today's agenda with a yes or no for you if we may, please. Thank you.

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

11. I&I

MR. PETERSON: Okay.

MR. CZECK: Do you want to move on?

MR. PETERSON: Yeah, I was going to move on. Next item, item number 11, I&I.

MR. BIGGS: Nothing.

MR. PETERSON: Anything --

MR. SULLIVAN: I&I.

MR. BIGGS: The only thing we had was that the one riser we got, we went out to put that on and there's too big of a gap to fill that in. It doesn't work properly. We contacted the salesperson, which is getting to the manufacturer to find out how that happened and how to remedy that. That's where we're at, waiting on them.

MR. SULLIVAN: Have we discarded the metering?

MR. BIGGS: What do you mean, Mike?

MR. SULLIVAN: Well, we metered a couple different substations --

MR. KOGELNIK: Yes.

MR. SULLIVAN: And I thought you had said that we should move on to another one.

MR. KOGELNIK: What I said was I believe the Village has metered -- we actually did some metering at the intersection of Highland and Salt Springs, and I think we were back-checking some of the metering that was done on like Brook Hollow and there was one other street down there, Hood maybe.

MR. CZECK: Hood's down there.

MR. KOGELNIK: So -- and I recommended at that time that the Village could go out and do more metering.

MR. SULLIVAN: I thought you said the one on Highland, that low point --

MR. KOGELNIK: Yes, the low point is where the grinder pumps are located, where those grinder pump basins are taking on water when the water level gets up high and floods the area, Mike. That's the area of immediate concern. So -- but to my point is you can always do more metering. Do you want to do more metering? It's going to cost more money.

MR. SULLIVAN: Yeah, but we haven't found anything yet, correct?

MR. KOGELNIK: No, we have not. But to your point, you believe that there is a lot of I&I in the system. And so, you have the right to, you know, ask for more metering; and you know, there's not many -- the reason why we chose the sub-area for Pump Station No. 2 is because it's kind of simple. There's not a whole lot of areas to meter. Plus there is a pump station right in the middle of sub-area 2; and knowing what you knew from sub-area 2 after you did all of that work, you can apply that to sub-areas 1, 3 and 4. So if you want to move forward with more flow metering in sub-area 2, you know, we can do that. It's just going to cost -- it's going to take more time and cost more money. It is a gamble, you know, that's -- it's what every community gambles when they have the conundrum or the thought to do metering. But as I stated before, most often times 70 percent of the I&I on old systems -- this is not an old system --

MR. SULLIVAN: I know it's not, and that's why I was so --

MR. KOGELNIK: -- 70 percent comes from the private homes. So, it's

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very unlikely that you're going to find anything directly right there at the point you're metering in the public line, and so you might have to also in conjunction do smoke testing. We did talk about that too. So, you know, that takes some time on the part of Darren's crew if he's going to elect to do that. That's one thing that I would definitely consider for this sub-area.

MR. SULLIVAN: Well then, and you saw when this really became an issue, the sheets that Cindy provided that showed -- and you said that a new system was usually from 10 to 20 percent was normal.

MR. KOGELNIK: Yeah, for a new system.

MR. SULLIVAN: Our new system was showing 240 percent.

MR. KOGELNIK: That's what -- and I'm not privy to that. I don't see that.

MR. SULLIVAN: Well, you did see it at the time.

MS. SLUSARCZYK: That was before Chris was our engineer. That was still with CT, but it was not -- it was before Chris Kogelnik himself was employed by or working with the Village of Lordstown.

MR. SULLIVAN: I don't think so.

MS. SLUSARCZYK: Mark DeLisio from CT was the one who headed CT's I&I study within the Village of Lordstown which confirmed I&I in our system, high amounts of I&I in our system after significant rainfalls. That has already been done and confirmed. Finding where it's coming from is what -- is where we should be to do --

MR. KOGELNIK: Do you want to do more smoke testing or flow metering?

MR. SULLIVAN: I think we're paying a lot more for I&I than we should be.

MR. KOGELNIK: Well, nobody pays for I&I. You just want to eliminate as much as you want is what you want to do.

MR. SULLIVAN: Well, you do pay for it.

MR. KOGELNIK: Well, you pay for it in the end but

MR. SULLIVAN: The residents pay for it.

MR. KOGELNIK: Yes. What do you want -- do you want to do that because what you should do is, you know, ask for a proposal for more metering.

MR. SULLIVAN: Do we want to ask for that, or do we want to ask for the smoke testing?

MR. CZECK: Let's wait until Darren has enough employees to do anything.

MR. KOGELNIK: You could do that.

MR. PETERSON: I will agree with that.

MR. KOGELNIK: You can elect to determine -- if you're going to have more employees, could you handle that?

MR. BIGGS: I would have to. I mean, not really. That's just something we can't keep up with now without doing this stuff. There's so much going on. And just to be clear, with smoke testing we're talking gravity, right?

MR. KOGELNIK: Yeah.

MR. BIGGS: Not force.

MR. KOGELNIK: That's correct.

MR. BIGGS: So, you're only going to be able to do small areas with that anyway and compare. As far as even me commenting on just I&I with the money part of it, I haven't seen anything to indicate that we have a significant amount. I mean, I would like to start there and see why we think that that's an issue so that I could help if there is a problem. I have not seen that. I mean, that's where I am. And then they can obviously with, you know, labor and whatnot. But it -- we can't extensively do smoke testing; that's only for gravity. What Chris was doing was metering. We have to take what comes into the homes and then what drops into that lift station, and it's a process. It's rough, it can be done --

MR. SULLIVAN: I think we could get with you and I and Cindy and pull the sheets from back when we found the 240.

MR. BIGGS: Is that something that we can do? I thought I asked for that before and we didn't have that information. Plus with --

MR. SULLIVAN: We have that information.

MR. BIGGS: Okay.

MR. SULLIVAN: Correct, Cindy?

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MS. SLUSARCZYK: We have the old I&I stuff, yes. We stopped comparing billed versus billing when LEC connected to the system because 220 percent is like 1 percent of what LEC puts out in a day. It's hidden. You can't find that now because we don't know, we're not measuring or metering or reading the meter at LEC every day to know what they put in the system, what every home puts in the system every day. That 240 percent on our system then was a huge number for us. Today, because of all that extra flow in the system and knowing where it's at, what meter it's passed, where it's at, where it's billed, it can't be tracked.

MR. CZECK: It's a needle in the haystack right now.

MR. KOGELNIK: The other thing, Mike, is this. Over the summer you had some very long arid periods, okay, no rain.

MR. SULLIVAN: This year, yeah.

MR. KOGELNIK: And the gamble that communities take when they meter flow is to capture some dry times, some wet times. And so, you know, you're probably looking at at least three months. Each one of the meters costs typically around 3,000 bucks per month.

MR. PETERSON: Here's my idea. Why don't we let Darren and Cindy sit down, come up with a plan, come up with an idea, and bring it back to us at the next meeting to see if there's any ideas or anything we can do so we're not just spending money to spend money. Does that work for everybody?

MR. CZECK: I agree.

MR. PETERSON: Is that okay with you too?

MS. SLUSARCZYK: As long as you don't think the next meeting is Monday at 5:30.

MR. PETERSON: No, no, no. And I'm okay with giving you until the first meeting in December if that's -- that gives you guys time to sit down and figure out --

MS. SLUSARCZYK: We can try.

MR. PETERSON: Just put it on the agenda.

MR. SULLIVAN: I would like Darren to be able to take a look at the sheets when we were looking at the 240.

MS. SLUSARCZYK: Yeah. The old -- those sheets should still be -- if they're not in my current computer, the tower from my old computer is still in the building so I should be able to pull that. But more so, CT's reports on their study of I&I that confirms something that he could see.

MR. PETERSON: Yeah. Let's give you guys time to sit down and see if this is truly an issue.

MR. CZECK: All right.

MR. PETERSON: Does that work? Okay.

PUBLIC COMMENTS:

MR. PETERSON: Moving on. Any additional Public Comments? Seeing none --

REPORTS:

1. Solicitor's Report

MR. PETERSON: Solicitor's Report.

ATTY. RIES: No report.

MR. PETERSON: Any questions for Matt?

2. Engineer's Report

MR. PETERSON: Engineer's Report.

MR. SULLIVAN: After we beat you up for three hours.

MR. KOGELNIK: I think we're all beat up right now. I sent you, Chris, a proposal for the master water plan update.

MR. PETERSON: Okay.

MR. KOGELNIK: The amount was \$15,000. It would include updating the master water plan for the capital improvements plan, updating the system map which is definitely needed. Darren and I talked on Monday, he had a good point. There are some asset management plan things that need to be updated. I did not yet include them in the proposal because I was waiting on my people to give me a price for that component, okay. So, there's an Ohio E.P.A. grant that's available, and

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it's due I think December 19, Darren.

MR. PETERSON: November 3 to December 19 if I'm not mistaken.

MR. KOGELNIK: Yeah. And I think communities are eligible for up to \$20,000. And so right now I told you our proposal is \$15,000 for what we have. We've talked about the asset -- or I'm sorry, the master water plan update in the past. If the Village wants to do that and then also do the asset management plan updates, I can get a price for that, we can see what amount we can include in that 20. But I would recommend that the Village apply for the Ohio E.P.A. planning grant now.

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

MR. KOGELNIK: We're willing to work with Darren to help him wordsmith the application or believe that you can lead the application though, okay. So, on your table right now you have a proposal for a master water plan update if you want to approve that. I have a copy of the proposal if you want that for right now. And then you can let me know if after that you want more, like the asset management plan updates.

MR. PETERSON: I'm good with updating the master water plan. I think we need to.

MR. SULLIVAN: I am too. I agree.

MR. PETERSON: I'll make a motion.

MR. KOGELNIK: Okay. Here's the --

MR. SULLIVAN: I'll second.

MR. CZECK: It that \$15,000?

MR. KOGELNIK: -- proposal. Yeah, \$15,000.

MR. PETERSON: Second by Sullivan. So, motion, second. All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed. Sullivan seconded, sorry.

MR. KOGELNIK: That's all I have, Chris.

MR. SULLIVAN: I got a question.

MR. KOGELNIK: Yes.

MR. SULLIVAN: The \$200,000 that we were going to use for the moving of the meter --

MR. KOGELNIK: Moving the pump station?

MR. SULLIVAN: Yeah. Is there a possibility of going back to the County and asking for an extension?

MR. KOGELNIK: I suggested that the Village go to the County and ask for an extension back in February. I don't know where -- you know, where the Village is at in that thought process. But I'd probably tell them what you're up against and you have your design completed, your permit is damn near secured, so that they understand the gravity of how close you are to, you know, building this. You've gone through the E.P.A. process of selecting an engineer for the construction phase services. They ought to be understanding of this.

MR. PETERSON: I spoke -- and I don't know if it was February, I can't remember. I spoke with the -- they directed me to the Auditor. And I did speak with her, and she did not know at the time there was no process in place for an extension. I can reach back out to her and see what that process is if you guys want me to.

MR. SULLIVAN: Maybe we better reach back out to --

MR. PETERSON: I'll call her tomorrow if you want me to. It doesn't hurt to ask.

MR. KOGELNIK: I think you ought to because you have nothing to lose at this point.

MR. PETERSON: I called the Commissioners first. They said we have no idea, they directed me to her; and she said there was no vehicle in place for any extension, and they didn't know what the guidelines were for the money, they were still sifting through that at the time. So, I will call her tomorrow. Actually Cindy, I will be down to call her with you if that's okay because you might have some more questions or comments that I don't think of.

MS. SLUSARCZYK: Perfect.

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MR. PETERSON: If that works.

MS. BLANK: Can someone please e-mail me the results of that?

MR. PETERSON: I absolutely can. Would you like to be here?

MS. BLANK: I can't.

MR. PETERSON: Oh, you're probably working. Sorry.

MS. BLANK: If I could, I would.

MR. KOGELNIK: I have one more thing on the booster station. Cindy, did you make application to Enbridge for the natural gas extension?

MS. SLUSARCZYK: I did. As far as Enbridge, I did get a response back just like last Thursday or Friday I think; and she said that there's not -- the line is not the nearby parcel, that's further down, so it would be a long extension. And I asked her if she could give me an approximate cost estimate on that, and I have not got a response back to that. So that is where it is with Enbridge.

MR. KOGELNIK: Okay. Well, if we can get that cost from Enbridge, we can at least put that into the spreadsheet along with your public advertisement for the construction. And then there's your overall cost for the project. Dare I do add the \$110,000 for the judgment claim? No?

MR. PETERSON: I would say no.

MR. KOGELNIK: All right. Well, I'm just telling you, you have something to report to the County Commissioners.

MR. PETERSON: Yeah.

MR. KOGELNIK: I'm just trying to give you some information that you can hand them to say -- and I would go to them with everything; hey, here's our plans, here's our project, here's our permit application to the E.P.A., here's what we've done with Ohio Edison and Enbridge, we're ready to go, we just -- we came up to this issue.

MR. PETERSON: Yeah.

MR. SULLIVAN: But you don't think we should go to like the chairman of the Commissioners first?

MR. PETERSON: I would say let's start with the Auditor and then let's see where we get with her. And then we'll just go to the next Commissioners meeting if we think we need to do that. I'll let everybody know.

MR. SULLIVAN: Okay.

MS. SLUSARCZYK: And she -- they actually had legal counsel, I went through that with Akron, that actually was reviewing our application and making sure it was legit in the beginning. But we have spent money with the design and everything and just confirming what expenses are applicable to that, because again the project --

MR. PETERSON: Some of the money may have been spent already.

MS. SLUSARCZYK: The project's \$500,000, this is \$200,000. We have spent money. Is it money we can spend under the ARPA funds or the Village contribution. And that's where I talked to you before, that's also entangled in that \$4.2 million loan. So, when we take on the project, we got to watch where we're spending that money from. If it's Village funds and the ARPA money, okay. But if we start into that \$4.2 million loan, you know --

MR. SULLIVAN: Our back is up against the wall.

MS. SLUSARCZYK: -- you're moving on that grant, we need to know that the Village is committed to extending that 24-inch water main.

MR. PETERSON: Yeah.

MR. KOGELNIK: Thus far on the spreadsheet that I sent to Jessica and everybody else, the total project cost thus far is \$851,871. That does not include a natural gas line extension or the public advertisement.

MR. PETERSON: Okay.

MR. KOGELNIK: I don't have anything more, Chris.

MR. SULLIVAN: You would probably be looking at about \$10,000.

MR. KOGELNIK: For public advertisement?

MR. SULLIVAN: Well, with the extension of the gas line and the public

--

MR. KOGELNIK: I gave -- well, Enbridge has a unit cost after I think 100 feet. I think they pay for the first 100 feet. And so, from where Cindy is talking about right now you're close to like 2,000 feet to that point. So -- and I think they had a price per unit foot, Cindy; and I can't say it right now because

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I don't remember it.

MS. SLUSARCZYK: There was -- I don't remember it either. There's too many figures in my head. But there was --

MR. PETERSON: Okay. Any questions for Chris?

3. Utility Committee Report

MR. PETERSON: Utility Committee Report.

MR. BOWEN: No, I think you all have covered --

MR. PETERSON: Covered everything.

MR. SULLIVAN: We have.

MR. BOWEN: -- the letter of intent. But I do have a question, and it's something that's popped up a couple of times recently is, have you made any headway on the utilities being paid online?

MR. PETERSON: Yes. We actually have a call scheduled not next week but the week after.

MS. SLUSARCZYK: November 13.

MR. PETERSON: November 13. There's some IT stuff that the Village is working on, so that might hold it up a little bit.

MS. SLUSARCZYK: It's going to hold it -- we have to implement the cyber security program.

MR. BOWEN: As we talked.

MS. SLUSARCZYK: And that is going to require us to leave the dot-com framework to dot-gov, and that's mandated by June 30, okay. There's only so many people in the Village to begin with to implement these programs. But we have to get our networks protected and secured and that kind of stuff. And as a Village, not as the Water Department but as a Village, if you're going to accept the payment of taxes, water, police fines, towing fines, all that stuff -- we're two different servers, there's a lot of ways -- are you going to allow the customer to call in with a credit card and take it over the phone, are they going to go onto a third-party site and log in and pay the fees there. We don't even have cyber security insurance. So, there's a lot to do besides saying we're going to take credit cards. I would love to take credit cards where they pay for it and we just download a file in our system and whatever and half of our work is done for us. But that downloading of that file into our system is the greatest risk we have. So, until that program is implemented we can align the implementation of credit card or debit card payments, but I don't believe we can do that until we're there.

MR. SULLIVAN: Along with that, once you had that could they tap into their checking accounts and pay it that way?

MS. SLUSARCZYK: It depends on what the Village wants to permit. In my software there's a strain that will allow me to retain checking account numbers and routing numbers. We don't permit that because our network, until we became a Spectrum customer two years ago, was very much out-of-date. So we went from pre-historic landlines, you know, with fiber -- now fiber's coming into the Village. But all that work is -- it's coming and we're being required to comply. Right now, like I said, we don't even have cyber security insurance. The banks are requiring cyber security training, the auditor of state is requiring cyber security. All those things have to be implemented, and when they get implemented and we can safely take somebody's credit card information -- we don't have an IT department here saying hey, you have someone sitting on your computer, shut it down. They're going to get everything that's in that computer without somebody monitoring our computers. So, if you want to put your information in the computer and gamble with it we can try it. But until we do, we have to get that program and that security in place and then successfully accept electronic payments.

MR. SULLIVAN: But checking and credit cards --

MS. SLUSARCZYK: That's two different options.

MR. SULLIVAN: Two different options. But it would be the same in the computer, you would need the same verifications?

MS. SLUSARCZYK: Not necessarily. It would depend on what the Village permitted. Again, the Village might just say if you want to pay us electronically you go to "I pay my water bill" site, and you log on and you pay the fees that they charge for doing it. And then that company will send us an electronic file to download into our software; and then that will say Mike Sullivan

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paid his bill, Chris Peterson paid his bill or paid this much on his bill. But bringing that file into our server and not having any of these protections in place is a great risk.

MR. SULLIVAN: That would be like Venmo or PayPal or whatever?

MR. CZECK: They're nine months away from that, Mike.

MS. SLUSARCZYK: Yeah.

MR. PETERSON: Yeah, yeah. Okay. So, to answer your question yes, it is being worked on. We're just going through the steps.

MR. BOWEN: Got it.

MR. PETERSON: Anything else?

MS. SLUSARCZYK: I did volunteer Mr. Bowen to be part of that cyber security program team that we have to implement during your executive session earlier.

MR. PETERSON: I like that idea.

MR. SULLIVAN: I make a motion.

MS. SLUSARCZYK: He has some experience, and we got -- recently got information from the auditor as to where we need to start with that. But it's bigger than just one person, and it's going to take a lot of people to get that implemented by June 30.

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

4. Clerk's Report

MR. PETERSON: Clerk's Report.

MS. SLUSARCZYK: The first thing I have is during the air release valve project on the 24-inch water line, CT had incurred -- or the Village incurred some additional expenses from CT or Verdantas in regards to the inspections. You had approved a certain dollar figure. Short of that dollar figure I think we had a total of like \$63,000, but CT's invoices totaled \$68,000. There is a \$5,188.30 difference. That money was paid for by TEC. I need permission to pay that money to Verdantas.

MR. PETERSON: I'll make a motion.

MR. CZECK: Second.

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

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

MS. SLUSARCZYK: The next thing I need is I need permission to write off -- it's been a very, very long time since we have had to do this; but we have two accounts, one with Imperial Communities where we need to -- let me find the right paperwork first. First one was for 3315 Mae Drive. The tenant recently left and you had us split the account. But on the software, once there was a meter that was required to be replaced because it was damaged, that left an outstanding bill of \$2,173.02. That is uncollectable, I need permission to write that off.

MR. CZECK: Those are all penalties?

MS. SLUSARCZYK: That's bills, penalties, and a meter -- a damaged meter. And it goes back, if I recall properly, to about 2019.

MR. SULLIVAN: You can't put a lien on the person?

MS. SLUSARCZYK: It was -- no.

ATTY. RIES: What happened to the person that it's uncollectable, do we know?

MS. SLUSARCZYK: That's the situation from just last month. The account holder went to reside with the daughter, no bills were paid, no water was used but they maintained the account. They had their pad within Imperial Communities. But when it came time for the account to transfer, the current -- the daughter owns the home now and we couldn't collect against it.

MR. CZECK: I make a motion to remove that billing.

MS. SLUSARCZYK: It's a write-off.

MR. CZECK: Write-off for that amount.

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

(All respond aye.)

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MR. PETERSON: Opposed.

MR. SULLIVAN: Aye.

MR. PETERSON: Passed. Two for, one opposed. What else you got?

MS. SLUSARCZYK: The next one I have was for a Sheriff's sale that occurred in July of this year at 3524 Austintown-Warren Road. The Sheriff's sale occurred in July, the property transferred on the Auditor's website on August 11. On August 7 we submitted a bill for that existing quarterly billing period of \$29.93. The late fee was incurred of \$3. It didn't go for shut-off because that's under \$36, the parameters for shut-off. So, another bill then to final that account now that there's a new owner through Sheriff's sale was another \$29.93 for a total of \$62.68. And that all occurred during the same time frame as the Sheriff's sale. No usage, just minimum bill.

MR. PETERSON: Was there a title company involved at all?

MS. SLUSARCZYK: Sheriff's sale. We couldn't lien it because there's no balance due, there was no balance until after. And it has to be past due and --

ATTY. RIES: So, this occurred during the process of the Sheriff's sale?

MS. SLUSARCZYK: Yes.

ATTY. RIES: Okay.

MR. PETERSON: Yeah. Make a motion we --

MR. SULLIVAN: Forgive the amount.

MR. PETERSON: Well, write off the amount.

MR. CZECK: I'll second it.

MR. PETERSON: All in favor?

(All respond aye.)

MR. PETERSON: Opposed.

(No response.)

MR. PETERSON: Motion passed.

MS. SLUSARCZYK: The other thing we have hanging out there is last year we met with the City of Warren in regards to the bulk water rate. Matt, I think you were at that meeting with us. And I asked Franco, it's written in the TEC agreement that they would give us a bulk water rate. Franco said yes. It didn't come out in a separate agreement, but in the agreement, it refers to only that transmission line. They confirmed that the bulk water rate would apply to all accounts; but as you know, we're still being billed different rates on the Warren bills. That meeting was well over a year ago. We reached out -- until I reached out and included the mayor last month or two months ago our e-mails were going unresponded to. So, we did get a response back, but the rate is still different. So, at this point I don't know how we secure that getting put into print or finalize or changed on the accounts. There's a billing discrepancy every month. It carries over and carries over and carries over. We need to bring them back to the table. When they left here they said they would follow up with me and Darren in like a week or two weeks they would get in touch. We haven't had any luck with that.

ATTY. RIES: If you want, you could forward what you have to me. Typically, when I reach out I'll reach out to their law director Enzo, and usually on these I'll copy Franco. Typically, somebody gets back to me. So --

MS. SLUSARCZYK: Like I said, it's just -- we're carrying that over from one year to another year and I don't like that. I want to get these accounts cleaned up and cleared up.

MR. PETERSON: Okay.

ATTY. RIES: I'll try to re-establish contact on that, see what happens.

MR. PETERSON: Okay. Anything else, Cindy?

MS. SLUSARCZYK: I do not believe so. I think that's everything I have. Do you have any questions for me?

MR. PETERSON: Any questions? Seeing none --

5. Superintendent's Report

MR. PETERSON: Superintendent's Report.

MR. BIGGS: There was a contractor out, Summit Supply, fixing a line

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on Bailey Road. It was an AC line, we had to cut out a piece, so they had to cut a big deal. I got an estimate; it was just under \$16,000. But I want to kind of explain. That wasn't labor, it was more the parts that were needed. The two repair clamps to hook those on were -- each one's over \$3,000. We bought a piece of C900 pipe, it's \$110 per foot. They did use 8 feet, and we're going to keep the rest of it, so we have some on hand. So, to add all that up the labor wasn't as bad. I wanted to explain that, but I do need permission to spend maybe 17, maybe. I don't know where we're at. This was an estimate that I got that was just below 16.

MR. CZECK: Well --

MR. SULLIVAN: **Make a motion not to exceed \$17,000.**

MR. CZECK: -- I think that would be fair.

MR. PETERSON: **Summit Supply you said?**

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: I gave everyone papers; I was asked a while ago to get some estimates for the cell metering. Big packet, I understand. When you get a chance take a look at that. You got questions, call me, e-mail me or we can put it all together, however you guys want to do it, whatever you may have, so that I can ask the salespeople any questions or concerns that you gentlemen may have. And then possibly discuss it at -- maybe not our next meeting but the meeting after that, whenever.

MR. PETERSON: Are these Sensus, or what kind are they?

MR. BIGGS: No, the one's Metron.

MR. PETERSON: Okay. They're still Metron.

MR. BIGGS: Ferguson, whatever they use. That's what I'm saying, there's a lot in there. I don't expect you to --

MR. PETERSON: I'm with you.

MR. BIGGS: Okay. But in the meantime, before our next time, we go to talk if you guys could look at that and give me any questions where I can get you guys answers and narrow it down I appreciate it.

MR. PETERSON: Do you think you have meters that are slowing down over time? Do you think if we change all the meters, we would realize more revenue?

MR. BIGGS: No.

MR. PETERSON: You think all the meters --

MR. BIGGS: No, because most of ours are residential, these ones here. There isn't enough usage. I mean, are you going to get some, yes. Are you going to notice it, no. I don't believe so.

MR. PETERSON: Okay.

MR. BIGGS: Any questions on that? Okay. I know that was a lot, that's why I say just look at it and get with me with any questions you may have. The other paper that I handed out was the -- from HydroCorp, that cross-connections. Was asked to get the estimates on that. And I kind of think I sent that to everybody before and I got pricing on there. I don't know if I can -- I can try to answer any questions they may have, but I would actually like to use them to help us out with our cross-connections.

MR. PETERSON: I'm not seeing that paper.

MR. BIGGS: Everybody had that before, correct?

MR. PETERSON: I remember having it before, but I don't see it in here. That's fine.

MR. BIGGS: You don't see it in there?

MR. PETERSON: Huh-uh.

MR. CZECK: Not in this one.

MR. BIGGS: All right. Do you remember anything from before then? I thought I put it in you guys' packet.

MR. PETERSON: I remember seeing it before, yeah.

MR. BIGGS: Did we have anything with that? We don't have it? I got another meeting with them tomorrow, I was hoping --

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MR. PETERSON: What time tomorrow?

MR. BIGGS: 10:00, I believe.

MR. PETERSON: Doing it in your office?

MR. BIGGS: It's online.

MR. PETERSON: It's online. Maybe I'll try to come in. I'm already going to be here talking to Cindy.

MR. BIGGS: They were wanting to know if we were going to move forward with it or not.

MR. PETERSON: Yeah. Do you guys want to meet with them and --

MR. CZECK: I would think so.

MR. PETERSON: I guess meet with them and resend the paperwork out to everybody if you can. Can you send that out to everybody? Does that work? Okay.

MR. BIGGS: So, you're going to need to know exactly what time. I think it's 10:00. I'll have to check on that.

MR. PETERSON: Just text me, that's fine.

MR. BIGGS: There's gentlemen running around the Village now, they are from Arcadis. They are doing exploratory, seeing what they can find for the service lines. It was a grant that I got. They are locating them, finding out which ones would be best. These are ones that didn't get back to us on what type of service the residents have, so they're out doing it for us now. So, if you see anybody out there, that's what they're doing. I have had a couple of phone calls, nothing major, they've been really good. When they're done with that, what they're going to do is get with us -- with me anyway -- we're going to pick some spots, and they'll actually be potholing to find out what their service lines are made of. We'll be notifying the residents first, whatnot, making sure everything is all right with that. It will be a couple of weeks after Friday. They should be done with the exploratory now but -- so they're here, it's all grant work, they are helping us out with the E.P.A. requirement for lead service lines. I believe that's all I got. Anything for me?

MR. PETERSON: Any questions for Darren?

MR. SULLIVAN: Yeah. The lines that they're running for the new updated computer, whatever you call it --

MR. BIGGS: The fiber lines?

MR. SULLIVAN: Yeah. Where they ran it down Lydia to Elizabeth they went on the inside. Does that take care of the outside, or are they going to go on the outside too?

MR. BIGGS: I would imagine it will take care of both; but I can't answer that, Mike. I don't know what they do. I have no idea. Again, I didn't realize they were coming. They just caused problems anyway, they've been a nightmare. We actually should be billing them for some work that they -- that we had to go fix, you know. But what they're doing over there, Mike, I can't answer honestly. I'm thinking just the one side and then they would go underneath or -- I would be guessing though.

MR. SULLIVAN: That one house on the corner, I mean they tore their property up. It went well beyond the road right-of-way.

MR. BIGGS: They did quite a bit of damage. We actually billed -- Cindy did -- that -- do we have an update on that?

MS. SLUSARCZYK: That's something -- I'm not involved in that. Becky is handling that.

MR. BIGGS: I kept track. We had to fix it, remove sidewalks and everything, and I said we need to bill them. Because I told them that they caused this problem, they denied it, they told me a whole bunch of lies; and I said all right, well we should be billing them.

MR. SULLIVAN: I talked with them. There wasn't anybody there that spoke English.

MR. BIGGS: You're correct. I had to go well above to get answers or express my concern with what they were doing here, yes.

MR. PETERSON: Okay.

MR. BIGGS: Oh sorry, I have two interview guys tonight. But that's all I have.

MR. PETERSON: We know. Okay. Member Comments.

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MR. KOGELNIK: I have one more thing. I've been texting Kathy Zook from ARC. November 13 is your date.

MR. PETERSON: November 13, thank you.

OLD BUSINESS:

10. Imperial Sewer Agreement (Continued)

(At this time, Atty. Johnson, Mr. Radtka and Mr. Cowie return to the meeting.)

ATTY. RIES: Attorney Johnson.

ATTY. JOHNSON: Yeah. We have determined that we need to take this under advisement. We have 285 residents that will be impacted. Each of those residents have current contracts with the BPA for their water agreements. And so, we are not in a position to make that decision tonight. What we would ask is for a Wednesday night meeting in December, and we'll come prepared to discuss this further having consulted with our residents. I am never available on a Tuesday night; that's the reason for that request. Could we possibly pick a date for that now so that we keep the progress moving forward on this?

MR. PETERSON: I'm good with it.

MR. CZECK: I won't be back -- December 13, I won't be back.

MR. PETERSON: You said December 13?

ATTY. JOHNSON: Oh no, any Wednesday in December.

MR. PETERSON: Any Wednesday in December, that's what I thought.

MR. CZECK: Third week in December would be okay.

ATTY. JOHNSON: I can't do the 19th unfortunately; that's the third week.

MR. PETERSON: Can't do the 17th you said?

ATTY. JOHNSON: It's the 19th. I'm sorry, wait.

No, I could do the 3rd, the 10th, the 17th, I don't think anybody wants to be here on the 24th.

MR. PETERSON: No.

MR. SULLIVAN: Why on a Wednesday?

MR. PETERSON: She can't come on Tuesdays. She's tied up on Tuesdays.

ATTY. RIES: Stan, you said you couldn't do the 17th?

MR. CZECK: 17th is okay with me, December.

MR. SULLIVAN: 17th.

ATTY. RIES: Does that work for you?

ATTY. JOHNSON: Yes.

MR. PETERSON: Of --

ATTY. JOHNSON: 4:00?

MR. PETERSON: 4:00 is fine with me.

ATTY. JOHNSON: Thank you very much for your attention this afternoon.

MR. PETERSON: Thank you.

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

MEMBER COMMENTS:

MR. PETERSON: Okay. Member Comments.

MR. CZECK: None.

MR. PETERSON: Okay. I'll make a motion we go into executive session for the interviews, inviting the gentlemen that will be interviewed, the Board and Superintendent.

MR. SULLIVAN: Second.

MR. PETERSON: Roll call vote please.

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czeck.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

MR. PETERSON: There will be action afterwards.

(The Board goes into executive session at 6:10 p.m.)

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(The Board comes out of executive session at 6:47 p.m.)

MR. PETERSON: Motion to come out of executive session.

MS. SLUSARCZYK: 6:47.

MR. PETERSON: At 6:47.

MR. CZECK: Do you want a motion?

MR. PETERSON: I made a motion, I need a second.

MR. CZECK: I'll second.

MR. PETERSON: Roll call please.

MS. SLUSARCZYK: Peterson.

MR. PETERSON: Yes.

MS. SLUSARCZYK: Czek.

MR. CZECK: Yes.

MS. SLUSARCZYK: Sullivan.

MR. SULLIVAN: Yes.

MR. PETERSON: All right. I make a motion that we hire Mark Caruso for our labor/machine operator.

MR. CZECK: Second.

MR. PETERSON: Second. All in favor?

(All respond aye.)

MR. PETERSON: All opposed.

(No response.)

MR. PETERSON: Motion passed. Thank you very much for everybody that came, and we will certainly keep that application. So, thank you very much.

MR. SULLIVAN: Top of the pile.

MR. PETERSON: Yeah, top of the pile.

ADJOURNMENT:

MR. PETERSON: So, motion to adjourn.

MR. CZECK: So moved.

MR. SULLIVAN: So moved.

MR. PETERSON: Pick one. All in favor?

(All respond aye.)

MR. PETERSON: All opposed.

(No response.)

MR. PETERSON: Motion passed.

(Meeting ends at 6:50 p.m.)

C E R T I F I C A T E

STATE OF OHIO)

TRUMBULL COUNTY) SS.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Niles, Ohio on this 3rd day of November, 2025.

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

Submitted by:

Approved by:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President

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