

**RECORD OF PROCEEDINGS**  
**MEETING OF THE LORDSTOWN VILLAGE BOARD OF PUBLIC AFFAIRS**  
**1455 Salt Springs Road, Lordstown, Ohio**  
**September 7, 2023**

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

**ALSO PRESENT:** Mr. Robert Bond, Utilities Committee  
Mr. Howard Sheely, Utilities Committee  
Mr. Jamie Moseley, Utilities Committee  
Atty. Leo Puhalla, Antonine Sisters

RECORD OF PROCEEDINGS taken before me, DEBORAH LAVELLE, RPR, a court reporter and Notary Public within and for the State of Ohio on this 7th of September, 2023.

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

**ROLL CALL:**

MR. PETERSON: Welcome everybody. Roll call please.  
MS. SLUSARCZYK: Chris Peterson.  
MR. PETERSON: Here.  
MS. SLUSARCZYK: Kevin Campbell.  
MR. CAMPBELL: Here.  
MS. SLUSARCZYK: Michael Sullivan.  
MR. SULLIVAN: 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.

**CORRESPONDENCE:**

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

**PUBLIC COMMENTS:**

MR. PETERSON: Public Comments?  
(No response.)

**NEW BUSINESS:**

**1. To Review: Memorandum of Understanding between the Board of Mahoning County Commissioners and the Village of Lordstown for the installation, operation, maintenance, repair, replacement, and removal of a public water system/waterline within Mahoning County and along the public road right-of-way of Lipkey Road**

MR. PETERSON: Okay. New Business. To review the Memorandum of Understanding between the Board of Mahoning County

Commissioners and the Village of Lordstown for installation, operation, maintenance, repair, and replacement and removal of the public water system waterline within Mahoning County and along the public road right-of-way on Lipkey Road.

ATTY. PUHALLA: Am I up? I'll speak when you give me the okay. For the record, Leo Puhalla here on behalf of the Antonine Maronite Sisters of Youngstown, Antonine Village, and Antonine Adult Day Care. As Chris indicated, the MOU is at issue. The MOU, just for everyone's -- kind of bring them up-to-date because I know Matt knows Mahoning County adopted a resolution approving the MOU, so it's up to Lordstown where we go from here. Mahoning County also issued the permit so that the line can be installed. The terms of the MOU provide that the Sisters are gonna pay the bill. It's about \$150,000 to put in the line. The line would replace a problem line that Darren and his folks have been working on to repair for a long time, so it will be at the Sisters' cost and their expense. They paid for the engineering, they're gonna pay to have it put in the ground. They're gonna make sure it's installed in standards with whatever Lordstown -- their rules and regulations as far as how it's put in and the wrap and the bed will go and all those things, make sure Darren and his folks are satisfied. The line will take care of a problem line that you've probably spent a lot of time and effort dealing with. It also will result in additional revenue being generated because the whole reason we're doing this line is not only to fix a problem line, but the Sisters are putting in more beds so there's gonna be more toilet flushes, more water flushes, so it's gonna be an increase for the Village as far as it being a revenue driver particularly even more if the rate study goes through eventually in the end. So you'll sell more water and also on the back side the sanitary side as well. I just want to take a look at what else I had. The MOU only pertains to the property that is the Sisters' property. It's only that line that is going on. It has no impact whatsoever on any other relationships Lordstown may have with Mahoning County, it's just for this particular problem to remedy the problem line so that we can put it in and the Sisters can continue the ministry. The other thing I guess I wanted to mention is not only are the Sisters paying for it, but one of the things I've been concerned, and I think Mr. Kogelnik brought this up when we first met when I came back in February or whenever that was, from a lawyer's perspective I'm always worried about liability to, you know, the line that's in the ground is a problem. It has to be replaced because it doesn't meet the pressure, in fact they need a fire suppression system. So there's a safety aspect to the whole thing about putting a new line in, there will be some confidence from the Sisters' perspective. From the Village's perspective that way that line was installed, it was installed to the Village's standards. It's a new line, you won't have all that work that you have had in the past. It's on the Sisters' nickel, so the Village doesn't have any cost into it. The MOU only pertains to this particular line, it doesn't have any impact on any other relationships the Village may have with Mahoning County. And there will be confidence that, heaven forbid, if there's some kind of a need for a fire suppression system that the line will be able to hold that pressure and deal with the fire because, you know, the folks that are out there it's the elderly, you know. It's a vulnerable population. It's gonna allow the Sisters to continue their ministry in a safe capacity, drive economic income for the Village, get rid of a problem line. And the MOU, as I said, only deals with this line. It doesn't have anything to do with any other relationships the Village may have

with Mahoning County, and as such I'd respectfully request that -- you know, I understand Village Council I think ultimately has to approve it. But if this good Board is willing to endorse and recommend that ultimately the effects on the Village Council on September 18 authorize and adopt the MOU it would be greatly appreciated. Thank you. I'm happy to answer any questions you folks may have.

MR. PETERSON: Do we have any questions?

MR. CAMPBELL: Huh-uh.

MR. PETERSON: Okay. Bob, do you have anything?

MR. BOND: Matt, you have examined this MOU. I know there's been some talk about paragraph 8. Could you give us your analysis of it and what your recommendation would be.

ATTY. RIES: Sure, sure, absolutely. My recommendation would be to accept the MOU with paragraph 8 in there. It addresses a couple of concerns. Paragraph 8 was put in by Mahoning County originally, you know, that they could just ask us to remove the line at any time at our cost; and we said well no, we're not gonna do that. So we revised it and negotiated it so that in the unlikely event at some point in the future 30, 40 years from now, even that far down the road it's still gonna be unlikely somehow they're able to supply water there that basically that we'll terminate service. We don't have to remove anything from the ground, that won't be any additional cost, we'll just agree to terminate service if they are able to do that. A couple reasons -- I guess I don't have an issue with it. One, it's a very unlikely contingency at some point in the future. And two, because the Antonine's -- they are the ones paying for the line that isn't really our -- we're not -- there's no additional financial risk to us in the meantime. I mean, it -- we don't have an asset to protect. If we were the ones paying for it, it would be a different story. And third, because this pertains only to the line that we're addressing right now. I mean, if Mahoning County wanted to service that area and could the way things are right now without a contract, they could come in, they just can't -- so we're not putting ourselves in a worse-off position in any way by agreeing to this. The legal reason this is in here is Mahoning County's concern -- and I understand their concern and I don't disagree with it -- generally Ohio municipal law contains a general prohibition against perpetual actually hamstringing future elected officials from being able to govern in their jurisdiction. In other words, the law basically voids provisions and contracts that say for the next 200 years the County or City will never be able to do this. And that's their concern we're potentially hamstringing somebody 50, 60 years down the road in their ability to govern if they found some way to supply water to that area. That is their concern. It's a very unlikely outcome that would be, you know, decades down the road. So I just don't have concerns about it because it's not our assets that are really at risk other than the loss of service. But again, you know, Antonine's are paying for the water line, so -- and this does not affect the -- we have a roughly 1,508 foot water main that's been there and it's been papered and agreed to with Mahoning County since 1979. And this agreement is very clear that that paragraph 8 does not pertain to that water main, it's only to the lines that are gonna be installed at the Antonine Sisters' cost. So this doesn't affect anything that we have in the ground right now. And in general yeah, from a safety standpoint that needs addressed. And just this needs cleared up from a legal standpoint from a papering standpoint as well because that line's been there since 1995 and people didn't just kind of -- you know, there's a debate as to who owns it. So this is a good compromise to

get this resolved. And at the same time, the line doesn't -- we don't have any responsibilities with the line until it's been built pursuant to our rules and regulations, we're okay with it, Darren and Chris Kogelnik have signed-off and approved it; and only at that point does it become our asset once we accept it. So you know, everything is being done at their cost to our specifications and the perpetual easements for the property that allow the Village to access the line going forward. So overall I'm okay with it. If anybody has any concerns though, then we should address them.

MR. SULLIVAN: Well, I -- I'm not really comfortable with that paragraph 8. Like you said, they are paying for it. But over, like you say, two decades we maintain it, we pay for any costs of repair and so on. And then all of a sudden they say well, you're out of here. It doesn't make any sense to me.

MS. SLUSARCZYK: I think that goes to the customer as well. The line might be fine, but the life of a meter, 15 years we put in a new water meter, it will be at the Village's expense. And then five years later, two years later Mahoning County takes them back, so we have the loss of revenue and customer and yet there are expenses. I mean, the line, as any development, is paid for by the developer and then we accept it and maintain it after that; but there are expenses associated to the customer service and line.

ATTY. PUHALLA: It's gonna drive revenue though in the interim. So they'll -- particularly if the rate study goes through it will be even more water than what is being sold now.

MR. SULLIVAN: But I would think just the cost of, like she said, a new meter would take like the profits that we would make on the water for the next 10, 15 years.

ATTY. PUHALLA: The MOU also provides though if anyone if were to tap into that line Lordstown gets the tap-in permit fees for that on top of it. So someone else -- right now it's the Sisters.

MR. SULLIVAN: What happened with the last meeting we were talking about the one house across the street.

ATTY. PUHALLA: Yeah, I mean --

MR. SULLIVAN: This kind of says that they can't or won't -

ATTY. PUHALLA: No, they would be tied into it as well. But if something else gets developed between -- you have \$1,508 feet and then the new line the Sisters are putting in to remedy all the problems Darren's folks have had with it. If someone is to tap in beyond that, the MOU specifically says that Lordstown has the right to collect that tap-in fee as well. So that's another revenue source that's coming through, so -- and it's on the Sisters' nickel, so in the end it's \$150,000 the Sisters are willing to step up and say -- we started back in February with the intellectual questioning question of whose line is it anyway; and instead of litigating it the Sisters have said fine, we'll go ahead and pay for it, all we need to do is please allow us to go ahead and put it in and take it into your system and they can continue their ministry, you can get economic money out of it, the revenue, someone else taps in you get something. And the probability, I think, is very, very low then in the conversations I have had with Mahoning County people, there's no desire to move into that area, it would be exponentially expensive to run water lines out to that area from wherever Mahoning County has service. So I think the probabilities of them wanting to come in here is not very good. So Section 8 to me is just the lawyers -- I've been a lawyer for 27 years. CYA guys, that's really what it amounts to. I don't know how else to say it. But it's just covering themselves. But the probability is

very remote, and in the interim it's \$150,000, the Sisters are gonna write the check, we're ready to go, we just need Lordstown's blessing.

ATTY. RIES: In terms of the concerns about, you know, maintenance, repairs, expenses to the line, I mean we should see a drop-off in that when we get the new lines in.

MR. SULLIVAN: Well, I would think so.

MR. CAMPBELL: To a point.

MR. SULLIVAN: But we're talking --

MR. CAMPBELL: You're talking decades later there's gonna be stuff happens.

MR. SULLIVAN: Ten years from now that will return.

MR. CAMPBELL: And it's still gonna be a dead-end line, it's not looping anywhere. We know dead-end lines are always a weak point in flush issues and other stuff that come with it that we'll be on the hook to keep clean and keep it checked up.

ATTY. PUHALLA: But the volume of repairs, I was told over the last --

MR. CAMPBELL: From what it's breaking, yes.

ATTY. PUHALLA: And that's -- and I understand what you're saying.

MR. CAMPBELL: I'm just talking maintenance in general, a good line there's still maintenance, there's still stuff that happens.

ATTY. PUHALLA: But you'll see that now immediately, and these guys are working on something else and you have the liability issue. You know, I mean, if there's a fire and that line doesn't function and we all know it and the Sisters are willing to write the check and someone gets hurt, that's not gonna be a good day for anyone.

MR. CAMPBELL: Is that the rates or the outside rates, so there is more profit on the outside rate.

MR. BOND: We just passed that rate increase too, so it will be even higher.

MR. CAMPBELL: Just factoring everything in that you're talking about. I personally don't see them expanding into that for a long time, if ever. And I know that, you know, they got a facility, they're ready to go. I don't have a problem with moving forward leaving it in. I know Matt's tried to get the whole thing removed, but obviously we've got it dwindled down to at least something that was acceptable. Before I was not accepting something that we'll flip the bill to help them out. At least we got it down to something that's a remote chance it's ever gonna happen.

MR. SULLIVAN: The houses on the other end of Lipkey before Mahoning, are those wells or do they have water there?

ATTY. PUHALLA: I can't speak to that, I don't know. You're talking about on the north side of where the Shrine is from where the Village --

MR. PETERSON: He's talking from the Shrine to Mahoning.

ATTY. PUHALLA: To my knowledge they are on wells.

MR. CAMPBELL: As far as I understand, yes.

ATTY. PUHALLA: I actually know someone who lives down that way and he has a well.

MR. PETERSON: Bob, do you have any more questions?

MR. BOND: Well, to the south of it you've got the Mahoning Valley Sanitary District has both sides of the road for quite a ways. And for Mahoning County to run a line up to it, they would have to run it through all that and that's not gonna go.

MR. CAMPBELL: That's the problem.

ATTY. PUHALLA: So they are not inclined, it would be cost

prohibitive for them to try to put it in for the revenue because the Sanitary District owns all that, you're not gonna be able to develop all that land.

MR. PETERSON: Matt, my question would be does this open the door for any future projects in Mahoning County if we pay -- you know what I mean. Would that be a separate -- I assume that would be a separate agreement. But if we're paying somewhere on Pritchard or 45 or something, is that gonna open the door for them to put that paragraph in there too? And we do have skin in the game if we pay for the line.

ATTY. RIES: Every contract is different. There's nothing that says if we agree to it here we have to agree to it in a different contract. The situation is always gonna be different every time. And, in fact, this MOU is very -- it talks about I think other contracts just about as much as it does its own contract. It was very careful to make sure that it stated this does not impact any other arrangements between Lordstown and Mahoning because nobody wants to sign one contract to supersede everything else you've been done. The same thing could be done in the next subsequent contract as well.

MR. PETERSON: And when the useful life of this line 50 years, 40 years from now and it needs replaced, that of course would be on our dime. Would that be a separate agreement, we would have to go back to Mahoning County to make a separate agreement, or this agreement would cover it.

ATTY. RIES: No, this agreement would cover it. Basically once we accept the line it becomes our responsibility going forward. I'm looking for the provision. Paragraph 5, yeah, once we accept it, and paragraph 6, "Lordstown agrees that in the event the N. Lipkey Road Waterline Extension requires maintenance, repair, replacement or removal in the future, then in such event, the work to be performed by Lordstown in performing repairs and maintenance is to be in compliance with the then existing standards implemented by the Village of Lordstown Water Department's Rules and Regulations governing water Use and Service". And for purposes of clarity, this does not pertain to -- we excluded obviously service lines. But because we addressed the service lines so much in the agreement, we want to make sure we only discuss the water extension at this point.

MR. PETERSON: I guess this is just my viewpoints and everybody can tell me what they think. Forty years from now we're gonna pay to put a new line in. Ten years from now that they would have skin in the game. I know they are trying not to tie their hands, but we're tying our hands. This is a what-if and I get that, and this --

MR. CAMPBELL: The whole thing to me -- we have a line down there, we extend a little bit more, they want to tear out a little bit --

MR. PETERSON: It doesn't even make any sense.

MR. CAMPBELL: You would think this would be a place not to have it. But I understand, like you said it's more of a --

ATTY. PUHALLA: And your point is well-taken. The way paragraph 8 was originally drafted it was very just take it out. So there was a lot of time and effort and negotiation put in to make sure this document pertains to this line and this line only, period. It doesn't impact anything else. The Sisters are paying for it, it's on our nickel. We already paid for the permit, we paid for the engineering, Mahoning County has issued the permit, the Commissioners have issued it -- a resolution adopting the MOU, we're

ready to go. I know the pipe's laying out there. I was out there Saturday, got grass grown over it just waiting to put it in. Chris Kogelnik -- I took a picture, he said that's the right kind of pipe, had the wrap on it. He was talking about he electrolysis. We're ready to move forward and do what we need to do.

MR. PETERSON: I know Kevin had asked if we could put a time period in there, the useful -- as long as this line is in its useful life. You said we can't do that or --

ATTY. RIES: Well it's still -- it still has the effect of yeah, I think my understanding of the request was, you know, if they don't elect to do this within 30 years or something then that provision becomes null and void at that point. But that's still creates that perpetual binding of, you know, future officials being able to govern. We assume 30 years that this probably won't even be, it still creates that perpetual time period where county officials can't govern their own water line 60 years down the road. So it still has that same, I guess, legal concern.

MR. CAMPBELL: From their side of it I understand what you're saying.

MR. PETERSON: I see their side of it, but I'm also looking at our side of it.

MR. CAMPBELL: How about in 15 years you pull it out. In 15 years we didn't make enough revenue back, you pay us 100 grand. You can be stupid on the other side of it too.

MR. PETERSON: I get that. I'm worried about tying the hands of our people in the future too.

MR. SULLIVAN: Well, it's my concern --

MR. PETERSON: And the rest of agreement I'm great with. I really am a --

MR. SULLIVAN: Can you imagine if we had language for LEC or TEC like that where we could just pull out and tell them no, you ain't getting water anymore?

ATTY. PUHALLA: And that's what I mean. The Sisters they are ready to write a check for \$150,000 instead of litigating.

MR. PETERSON: Yeah, I completely understand.

ATTY. PUHALLA: You got the liability. I am not a plaintiff's lawyer, but you have a fire and someone gets hurt and everyone knows that that line's a problem, and there was a willingness for someone to write the check to fix the problem and it didn't get done, that is a big unfunded liability hanging over everyone's head.

MR. PETERSON: Would the future Board have an argument against Section 8, you know, years down the road, if we pay to replace the line?

MR. SULLIVAN: What you're saying about --

MR. PETERSON: Or Council or whoever it would be?

MS. SLUSARCZYK: What I don't understand even is if it's just the customer and that line, they have the ability to run the line on the west side of the road and leave the customer to us and still service their whole Gladstone, Lipkey, Silica Road area without pulling the customer from the Village, what is the purpose of that? There's more behind this. I know it sounds simple, but it doesn't make any sense. With everything we've experienced in the last couple years, it does not make any sense as to why that spot is so important to take back.

MR. CAMPBELL: Especially just that little piece of it.

MS. SLUSARCZYK: Is it 1,000 feet of pipe, Darren?

MR. CAMPBELL: Yeah.

MS. SLUSARCZYK: The new extension.

MR. BIGGS: No.

MR. CAMPBELL: It's 1,500 feet it looks like.

MS. SLUSARCZYK: No, 1,500 --

ATTY. PUHALLA: The existing one is 1,500.

MR. BIGGS: I think 400, 450 can --

ATTY. PUHALLA: A couple hundred feet.

MS. SLUSARCZYK: There's more to it than this agreement.

ATTY. PUHALLA: But the probability of them coming in, as Mr. Bond pointed out, with MVSD owning all the land up and down Lipkey Road and up and down -- I go over it all the time. The one that has the bridge, the reservoir, MVSD owns all that land so you can't develop it. So Mahoning County -- it's not a cost-effective proposition, as Mr. Bond said, for them to come into that area to try to operate a water system.

MR. SULLIVAN: But what you said earlier didn't ring right. You were saying that if there was a fire and that line couldn't produce --

ATTY. PUHALLA: Well the current line couldn't produce it, that's the concern.

MR. SULLIVAN: But at that point it's Lordstown's line. The Sisters are putting it in, but as soon as we do this agreement it becomes ours.

ATTY. PUHALLA: Well the problem -- what I'm referring to, Mike, is the current line right now is a problem. Darren can speak to that. If there were a fire now, that's the liability I'm alluding to. By putting in this replacement line at the tune then of \$150,000 on the Sisters' nickel there will be confidence from the Village's perspective that it was done correctly because Darren and his team have signed off on it. So that, heaven forbid, you do have a fire, now you know that line will hold the pressure, the fire suppression system will work and the safety issue is resolved.

MR. SULLIVAN: I gotcha.

MR. PETERSON: Does anybody on the Utility Committee have any comments or --

MR. MOSELEY: They just need to put the line in.

MR. CAMPBELL: I don't have any more questions. You know where I stand with it. I mean, at this point I guess either we're gonna pass it -- do we pass or recommend it to them? We either recommend it or not recommend it.

ATTY. RIES: I had the ordinance set up as a recommendation, but I mean -- yeah, I mean we could pass it as a recommendation since it's Mahoning County's jurisdiction.

MR. CAMPBELL: Well you -- then, you guys, it our hot seat after that. I don't know, I mean that's where I stand. I'm fine with moving forward with it. I do think it's low risk it's ever gonna come to be; and the Antonine Sisters have stepped up, they have a facility ready to go. It does help resolve some of our issues. That's where I stand with it.

MR. PETERSON: I think we have it in front of us, and we need to move forward with the Antonine Sisters. I still don't like Section 8. Don't get me wrong, but I'm never gonna be 100 percent happy with a document. Matt, thank you. I know you did a lot of work on it. The original one I would not have been anywhere near good with.

ATTY. RIES: The original started off basically if somebody in Mahoning County had a bad cup of coffee that morning they could terminate it and we would have to tear it out. The temporariness is



removed. There is a specific significant event that has to occur first even to trigger this; and if it does, you know, we -- it specifically states we'll not bear any costs or will not be required to remove the line.

MR. PETERSON: And technically, the customers that are on the other line are still ours, still on the 1,500 feet.

ATTY. PUHALLA: That don't impact that. There was a lot of work put in, as he said. I agree with you, I didn't like the first version of paragraph 8 either, my nuns are writing the check for \$150,000 and they have a bad cup of coffee and pull it out. The way it's written now, that would jeopardize us just as much as the Village. But the way it is now, the probability is very low. It solves -- a problem is solved with a safety issue. It will drive economics to the Village, there will be more beds, it's outside the county so the rate is higher I think as Kevin was saying, so.

ATTY. RIES: Under paragraph 8 the very last sentence makes clear that it's excluding the existing 1,508 foot water main that's being referenced in the agreement.

MR. PETERSON: And that has its own separate agreement that does not have that provision in it.

ATTY. RIES: Yeah, that goes back to '79.

MR. PETERSON: What's your guys' pleasure?

MR. CAMPBELL: I said I'm fine with moving forward. I'll make a recommendation to get started with it.

MR. PETERSON: Do you need a motion or just us to agree?

ATTY. RIES: You can make a motion to recommend it, yeah.

**MR. CAMPBELL: All right. I'll make a motion to recommend this agreement to the Council for approval.**

**MR. PETERSON: Second it?**

**MR. SULLIVAN: Yeah.**

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

**(All respond aye.)**

**MR. PETERSON: All opposed?**

**(No response.)**

MR. PETERSON: It's your guys' now.

MR. BOND: I guess we should say thank you.

MR. CAMPBELL: Well, I do have to say I do commend everybody.

MR. PETERSON: Yes, thank you very much. You guys did clean up the language a lot more. The first one --

ATTY. PUHALLA: I agree with you know. I wasn't happy with it either when I first saw it.

MR. SULLIVAN: I know those Sisters were beating on you.

MR. BOND: Chris and I went down there to Mahoning County several times and couldn't even meet with them. It took quite a while just to initiate that.

ATTY. PUHALLA: It's been a journey. I really appreciate it. Thank you.

ATTY. RIES: Thank you, Leo, for all your work on this.

MR. PETERSON: Any other comments?

**ADJOURNMENT:**

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

**MR. SULLIVAN: Aye.**

**MR. CAMPBELL: I'll second.**

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

**(All respond aye.)**

(Meeting adjourns at 6:30 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 6th day of October, 2023.

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

Submitted:

Approved by:

Cinthia Slusarczyk, Clerk

Christopher Peterson, President