

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, June 4, 2014, at 7:00 p.m., in the Conference Room at 606 Cambria Street.

Those in attendance were:

Ray Bowman, Chairman
Tom Hodgkinson
Steve Koval
Tom Kunko
Jerome Yetsko

Also present were: Ron Cadwallader, Jr., Superintendent; Attorney Bill Barbin, Solicitor; Steve Sewalk, The EADS Group; Attorney Tom Lynch, Bond Counsel; and Fred Brooks, resident.

I. CALL TO ORDER

Mr. Bowman, Chairman, called the meeting to order at 7:00 p.m., which was followed by the Pledge of Allegiance and Roll Call.

II. RECOGNITION OF GUESTS

Mr. Bowman recognized Attorney Lynch. As it relates to the bond issue, Attorney Lynch presented a Resolution for Board approval which would in essence extend the life of the Municipal Water Authority for 50 years in order to cover the duration of the 40-year bond issue. Attorney Lynch mentioned that the Resolution has been advertised accordingly.

ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY APPROVED THE RESOLUTION AS PRESENTED, EXTENDING THE LIFE OF THE AUTHORITY FOR 50 YEARS IN ORDER TO COVER THE DURATION OF THE 40-YEAR BOND ISSUE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Attorney Lynch reported that the Borough Council on Monday evening took the same action and approved a similar Resolution. He noted that he will file the Articles of Amendment amending the Articles of Incorporation of the Authority corresponding to the action taken above. Attorney Lynch pointed out that the Board had already taken action at its April meeting approving the Bond Resolution which resulted in the Borough guaranteeing the loan, as well as the guarantee from the State; and Attorney Lynch has signed guarantees from the Borough.

Attorney Lynch commented that one week from today there will be a settlement whereby RUS will take the money from the bond of \$4.8M and send it to the Authority's ACH account at S&T Bank. What happens, Attorney Lynch explained, is the Authority's interim financing, which is the note and the 3% borrowing rate, has been replaced with a 2.375% borrowing rate and goes out 40 years. Attorney Lynch then presented all of the documents requiring signature by the Board officers as it relates to this transaction.

Following all signatures, Attorney Lynch thanked the Board and departed from the meeting.

Mr. Bowman then recognized Mr. Brooks. Mr. Brooks commented that he was present at this evening's meeting to discuss with the Board the possibility of entering into some type of payment agreement with the Authority as a result of the large water bill he received because of a pipe breaking in his residence. When Mr. Brooks approached his landlord, his landlord stated that it was not his responsibility to fix the pipe. Mr. Brooks then had to pay a plumber for two different visits to fix the

pipe. He pointed out that he is currently on disability due to a number of head injuries resulting in concussions; and he is on a limited income.

Mr. Brooks indicated that he does not have the money to pay the \$928 bill he currently owes in full. However, he did talk to Mr. Cadwallader about his willingness to pay \$200 a month. Mr. Brooks commented that he would be willing to sign a payment agreement with the Authority; and if he misses a payment, he will pay double. He indicated that he has no one to help him. The only help that Mr. Brooks has received is a \$100 voucher from his church. Mr. Brooks noted that he is merely asking for a one time grace period as he did not intentionally forget to pay his water bill.

Mr. Koval questioned the specifics regarding Mr. Brooks' case. Mr. Cadwallader explained that the pipe in Mr. Brooks' residence broke during a cold snap in January. The Authority fixed the meter bottom and the pipe broke again after that. The water was shut off at the meter so the pipe could be fixed and the water was turned back on. At that time, no one knew the water was turned back on. Mr. Cadwallader noted that the delinquent then came up and the water was shut off. Mr. Koval questioned if the Authority was not notified that the water was turned back on, to which Mr. Cadwallader replied that the water was not turned off at the curb (only at the meter at the time). When he received the delinquency, he then shut the water off at the curb.

Mr. Cadwallader noted that, if the Authority agrees to grant Mr. Brooks an adjustment, the total adjusted bill would be \$597. Mr. Cadwallader explained that, once the water is shut off, in order to have the water turned on again, the bill has to be paid in full plus the turn on fee. Mr. Koval questioned what Mr. Brooks would have to do to have his water turned back on, to which Mr. Cadwallader replied that Mr. Brooks would have to pay one-half of the amount due and then agree to some type of payment plan; i.e., a payment every two weeks. Attorney Barbin pointed out that, as Mr. Brooks is on disability, the Authority can make a special case to accept a lesser amount as a down payment with payments to be made, with the understanding that if Mr. Brooks misses a payment, his water would be turned off immediately and the outstanding balance would be immediately due as well. Mr. Cadwallader stated that he did prepare a written agreement for Mr. Brooks to sign pending discussion by the Board.

Mr. Bowman noted that the total consumption was 45,300 gallons; average consumption, 6,300 gallons; amount billed, \$308.78; adjusted bill, \$105.32. The total of water, sewer and garbage would be \$597.17 after the adjustment. Mr. Hodgkinson commented that the Board can only deal with the water portion, to which Mr. Bowman replied that the Sewer Authority would follow the action taken by the Water Authority.

Attorney Barbin noted that the Board would first have to make a motion to grant the adjustment to Mr. Brooks.

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY APPROVED THE ADJUSTMENT TO MR. BROOKS AS OUTLINED ABOVE (TOTAL DUE OF \$597.17). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Attorney Barbin noted that the Board would then have to agree to enter into a payment plan with Mr. Brooks for \$200 a month. Mr. Brooks commented that he receives his checks on the third day of each month. Attorney Barbin noted that the Board could require that the first payment would be due in July. Mr. Cadwallader questioned if Mr. Brooks would be required to make a down payment, to which Attorney Barbin replied negatively noting that Mr. Brooks has surrendered the \$100 voucher and has received an adjustment which would be counted as his down payment. Mr. Bowman explained to Mr. Brooks that the Authority only allows an adjustment once every three years; therefore, if this occasion happens to Mr. Brooks again, the Authority would be bound by its policy to not grant the action taken for another three years.

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO GRANT MR. BROOKS A PAYMENT PLAN OF \$200 A MONTH BEGINNING IN JULY. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Mr. Brooks departed from the meeting at this time.

III. CORRESPONDENCE

Mr. Bowman stated that the following correspondence was received:

- PMAA Spring Meeting: to be held on Wednesday, June 25 at noon at the Casino at Lakemont Park. \$20 per person. Mr. Cadwallader noted that representatives from various funding agencies will be at the meeting to discuss funding that is available.
- PMRS: multiple seminars to be held to discuss the retirement changes (Holiday Inn, Pittsburgh, June 19, 1:00 p.m.; Inn at Reading, June 23, 1:00 p.m.). No fee but registration is required.
- PA-AWWA SW and NW Districts Spring Meeting: Friday, June 27, Cranberry Elk Lodge. \$40 per person; preregistration required.

Mr. Bowman noted that if any Board members are interested in attending any of the above meetings, they should contact Mr. Cadwallader.

IV. APPROVAL OF MINUTES

As it relates to the minutes of the May 1, 2014 meeting, Mr. Yetsko pointed out a typographical error on page 2 (minutes read "that that").

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 1, 2014 MINUTES BEING THAT THEY WERE DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE MINUTES AS PRESENTED, WITH THE CHANGE AS NOTED BY MR. YETSKO ABOVE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

V. AGENT'S EXPENDITURES

No Agent's expenditures to be presented.

VI. INVOICES

1 st Summit Bank	\$	15.00
Cambria Mailing Services, Inc.		75.10
Capital Region Benefits, Inc.		84.71
Copy Tech Office System Inc.		74.65
Ebensburg Office Supply		109.03
Environmental Service Labs		216.00
Hite Co.		29.73
L/B Water Service Inc.		4,896.05
Laurel Sand & Stone		32.08
Long Barn Inc. II		264.35
Mainline Newspaper		72.00

Mainline Pharmacy – Portage	15.11
Mary L. Elchin	144.00
McMaster Carr Supply Co	56.18
New Enterprise Stone & Lime Co	4,990.64
PA Rural Water Association	701.00
Portage Auto Parts	21.98
Portage Service Center	973.67
Ray Oil & Gas	2,858.63
Raymond G. Bowman	50.00
RDM – Johnstown LLC	866.00
Ronald J Cadwallader, Jr	20.00
Sharon Squillario	50.00
Stephen Koval	50.00
Thomas Hodgkinson	50.00
Thomas Kunko	50.00
	<u>\$ 16,765.91</u>

Paid Bills

Cambria Cty Conservation	\$ 500.00
Aflac	148.38
Comcast	236.95
DEP	60.00
Health America	5,172.24
New Enterprise Stone	761.67
PA One Call System	56.55
Penelec	1,626.21
Peoples Natural Gas	155.76
Pro Disposal	142.00
Ray's Lawnmower	33.00
REA Energy Cooperative	1,098.26
Renee Cunningham	100.00
Ryan Conrad	100.00
Swiftreach Networks	204.65
Verizon	345.74
Dep	120.00
FWF Insurance Agency	2,066.00
Vanessa (Sweeney) Farren	50.00
1 st Summit Bank	391.34
Sheetz Fleet Service	581.80
Verizon Wireless	176.96
	<u>\$ 14,127.51</u>

ON MOTION OF MR. KOVAL, SECONDED BY MR. KUNKO, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$40,298.33 (REGULAR BILLS, \$16,765.91; PAID BILLS, \$14,127.51; PennVEST, \$3,896.36 AND \$5,508.55). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

VII. TREASURER'S REPORT

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KUNKO, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 2014 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,399,750.68; CASH IN, \$383,891.87; CASH OUT, (\$386,121.08); ADJUSTMENT (INTEREST), \$0; ENDING CASH, \$1,397,521.47. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

VIII. SUPERINTENDENT'S REPORT

Mr. Bowman noted that Mr. Cadwallader's report was distributed to the Board members prior to the meeting; and he asked the Board if there were any questions regarding the report.

As it relates to the Dulancey Drive project, Mr. Cadwallader apprised the Board that the project is complete but he will be hot patching the area next week. Mr. Koval noted the large pot hole located on Main Street right up from the project area. Mr. Bowman noted that the pothole was the result of a leak right up from that area. Mr. Hodgkinson requested that the pothole be patched as well when Mr. Cadwallader is hot patching. Mr. Yetsko questioned how long the cold patch will be used, to which Mr. Cadwallader replied that he is only filling in the area with cold patch until the hot patch is used next week. Mr. Cadwallader informed the Board that the work was completed within the deadline. He commented that the State was satisfied with the work completed. We really did not have to blacktop, but we need to maintain the area.

Mr. Kunko questioned what the next step in the project is, to which Mr. Cadwallader replied that the gas company is the next to come in; then HRI will probably start in August or September. Mr. Bowman noted that the gas company did a fresh set of one-calls today for both the Mountain Avenue and Dulancey Drive projects with the contractor, SC Pipeline, Inc. from Greensburg. He would think that the gas company will be starting next week on their portion of the project. Mr. Hodgkinson questioned if the gas company will be digging after we hot patch, to which Mr. Cadwallader replied that the gas company will be moving over 3-4 feet from where the water lines were placed.

Concerning the sidewalk project on Mountain Avenue, Mr. Cadwallader reported that there are six curb boxes that we will have to move to get them out of the sidewalk and place between the curb and grass, so this may be an additional unplanned expense if the topper needs changed out.

As it relates to the concern at the Yarosh residence as discussed at previous meetings, Mr. Cadwallader noted that he did send pictures to the contractor, Diehl, but he has not had a response as yet. He did speak today with the Diehl owner, who indicated that from the pictures he could not see anything wrong; therefore, Mr. Cadwallader did send him new pictures. Mr. Hodgkinson questioned how much the expense was at the residence, to which Mr. Bowman replied \$1,500. Mr. Cadwallader commented that the \$1,500 expense includes the charges from Eric Gentile to fix the area and the expenses the family incurred in cleaning the residence. Mr. Bowman noted that he believes the Authority should take on the onus of payment of the expense and then go to the contractor for reimbursement. Mr. Hodgkinson stated that if it is clear that the contractor is responsible, he would agree. Attorney Barbin noted that we would need to rely on the opinion of the engineer, to which Mr. Sewalk indicated that it is clear from the pictures that the damage was done during excavation. He stated that the one year warranty on substantial completion was up in March; and this happened in April. Attorney Barbin noted that he and Mr. Cadwallader discussed this matter; and he informed Mr. Cadwallader that we could inform Diehl that the Authority could still sue since there is still the six year statute of limitations on a contract. We may not be able to go against the bond any longer since it is expired, but we still can sue under the statute of limitations. Mr. Cadwallader commented that he hopes that when Diehl reviews the pictures again they will come

through. Attorney Barbin noted that this can be a relatively simple matter or Diehl will have to decide if they want a suit.

Attorney Barbin indicated that he would suggest that the Authority pay the expense so that the property owner and Eric Gentile are paid for the expenses; and if the expenses are not reimbursed by Diehl by the next Board meeting, the Board can decide whether to pursue further action. Mr. Hodgkinson commented that he has no problem with paying the bill, but we must stipulate that it was not the fault of the Authority. Mr. Cadwallader noted that we do have a written statement from Eric Gentile. Mr. Sewalk indicated that the total expense was \$1,452.90 (\$632.90 for excavation and \$820 for cleanup).

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY AGREED TO PAY THE COST OF \$1,452.90 (\$632.90 FOR EXCAVATION AND \$820 FOR CLEANUP); AND IF THE AUTHORITY HAS NOT RECEIVED REMBURSEMENT FROM DIEHL BY THE NEXT MEETING, ATTORNEY BARBIN WOULD BE AUTHORIZED TO PURSUE FURTHER ACTION. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Mr. Cadwallader informed the Board that the Front Avenue project is done. DEP inspected and provided their blessing; and we have received the operations permit. Yesterday, Mr. Cadwallader, along with Joe, Ryan and Judy, reviewed the area; and Judy provided her approval as well. Concerning the CDBG project, Mr. Cadwallader stated that everything has been completed except for one residence on Spring Hill, which will be addressed next week. This project will then be ready to be closed out. Mr. Cadwallader pointed out that there will be monies remaining from this project, possibly in the range of \$100,000. Mr. Cadwallader commented that he will need to talk to Larry on how we can use these funds, but we may consider completing Meadow and Grogon, then Jamestown will be complete.

Mr. Hodgkinson questioned what we will be doing to address the concerns of the residents on Cemetery Road as discussed at a previous meeting. Mr. Cadwallader stated that we do have the preliminary drawings complete for the Cemetery Road project. He pointed out that there may be a concern with some of the trees in that area; and we may have to have the residents sign some type of agreement with the Authority as it relates to liability. Attorney Barbin indicated that, if we are in the Township right-of-way, it would just be a right-of-way. The residents still own the land to the center of the street. The Township has limited rights to cut trees in a public right-of-way. If the Authority cuts the trees, and the Township gives the Authority a highway occupancy permit, the Authority does not get any more rights than the Township had to start with. Therefore, Attorney Barbin pointed out, he prepared a permission form for the Township to enter any property to cut the trees and shrubs located there; and, in exchange, the Authority would promise to indemnify them and hold them harmless of any damages caused by the contractor working on the property and using the license. Attorney Barbin stated that he is always going to say that it is better to have an easement. He recognizes that it is cheaper and quicker to do a license, but he will always recommend doing an easement since it is recorded and the Authority would have the ability to go back and recut the trees, etc. If we have an easement, Attorney Barbin explained, it is ours; but with a license, we have temporary permission to do something. He informed the Board that he did provide Mr. Cadwallader a license form that can be utilized. Mr. Cadwallader stated that he talked with the property owners; and they have no problem with signing the license. Mr. Hodgkinson commented that he feels we should follow the recommendation of Attorney Barbin. Attorney Barbin noted that an easement would be permanent and it is recorded. With an easement, he explained, the Authority's rights come first above the rights of the property owners; and with a license, the rights of the property owners come first.

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO DO AN EASEMENT RATHER THAN A LICENSE AS

DISCUSSED ABOVE FOR THE CEMETERY ROAD PROJECT. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Mr. Sewalk apprised the Board that EADS submitted a grant under DCED for a small water project; i.e., the Cemetery Road project. An award is to be made by July 8, but whether that will happen is unknown. The Board had discussed bidding this project out sooner rather than later, and he questioned the Board as to how they wanted to handle this. Mr. Cadwallader noted that if we bid the project now, we are not into the harsh construction period yet and pricing may be better. Mr. Bowman noted that, if we do place it out to bid, we cannot start construction until the grant is let. Attorney Barbin noted that you need at least 120 days to award. Mr. Bowman noted that we need a decision because if we are rejected for the grant, we are going to move forward with the project anyway but we cannot start construction. Attorney Barbin noted that the standard language is that we can hold bids for at least 120 days before we award the bid. Mr. Sewalk commented that if you start construction before the grant is awarded you would not be eligible, but he will check to see if they want it bid out before we do that. Attorney Barbin indicated that the Board could provide authorization to bid the project with the stipulation that DCED indicates that this is permissible. Mr. Koval questioned what the total grant amount was that we applied for, to which Mr. Sewalk replied that it was \$129,000. Mr. Hodgkinson questioned if this will cover the entire project, to which Mr. Sewalk replied affirmatively. Attorney Barbin clarified that the Authority would have to make a match on the grant of 15%.

Mr. Hodgkinson commented that before we act on finishing the Jamestown project, the Board had discussed the Cemetery Road project. If the Board authorizes the monies left over to be used for Jamestown, and we do not get the grant for the Cemetery Road project, what direction will we go. Attorney Barbin stated that the Authority has \$69,000 coming back from the RUS loan on the requisitions for interest that was paid by the Authority. Mr. Hodgkinson questioned if there is a time limit on spending the excess to which Attorney Barbin replied that we do not know if Larry Custer will allow the Authority to spend the excess; and he may take it back. Mr. Hodgkinson indicated that if we are allowed to use the left over monies or if we receive the grant, he would feel more comfortable using the monies for the Cemetery Road project. Mr. Cadwallader noted that we will not know if there are monies left over until Ryan finishes up all of the CDBG matters in Jamestown. Mr. Bowman pointed out that the problem is if we run out of this project and we have Larry moving money to the Cemetery Road project, and then we get the grant for the Cemetery Road project, then the Cemetery Road project would be overfunded. Mr. Sewalk stated that perhaps we should wait a month until Ryan is completed. Mr. Cadwallader commented that this will probably be in July as well. Mr. Bowman noted that he would like, however, to have it bid before Ryan moves all of his equipment out, etc.

IX. ENGINEER'S REPORT

Mr. Sewalk commented that a copy of the Engineer's Report was distributed to the Board prior to the meeting.

Mr. Sewalk presented to the Board for approval Payment Requisition #21 in the amount of \$134,210.15. Attorney Barbin noted that the Authority is being reimbursed from this requisition for interest paid rather than setting up an escrow account through S&T (the Authority would have been charged by the bank to set up the escrow account).

ON MOTION OF MR. HODGKINSON, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY APPROVED PAYMENT REQUISITION #21 IN THE AMOUNT OF \$134,210.15 AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Mr. Sewalk indicated that Board approval is also required on substantial completion by Lumadue on the Plane Road/Front Avenue project. Lumadue is still completing restoration. A walk-through has taken place, as discussed by Mr. Cadwallader earlier in the meeting. We will hold \$54,750 for punch list items. He requested approval of substantial completion effective June 3, wherein the one year warranty will begin.

ON MOTION OF MR. KOVAL, SECONDED BY MR. KUNKO, THE BOARD UNANIMOUSLY AGREED TO GRANT SUBSTANTIAL COMPLETION TO LUMADUE ON THE PLANE ROAD/FRONT AVENUE PROJECT AS DISCUSSED ABOVE, EFFECTIVE JUNE 3, 2014. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

As it relates to the tank inspection, Mr. Cadwallader noted that he talked with Gary regarding a concern with the regulator that controls Spring Hill. The tank has been drained to one quarter; however, there is no physical way for the demand to go back out into the system if we just set the valve that is there currently. If we go to a higher demand, we will not be able to meet the higher demand. This is being addressed via discussions with Ross Valve. As soon as this is addressed, we will be able to completely drain the tank and do the inspection; and once everything is acceptable, we can then refill the tank. The door will also be replaced.

Mr. Sewalk informed the Board that, as it relates to the Cemetery Road project, he does need approval on the Engineer's Agreement. The fee would be \$10,387. Attorney Barbin commented that the standard conditions have been attached to the agreement as well.

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY APPROVED THE ENGINEER'S AGREEMENT FOR THE CEMETERY ROAD PROJECT IN THE AMOUNT OF \$10,387. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

Mr. Sewalk requested approval from the Board for EADS to perform the annual dam inspection.

ON MOTION OF MR. KUNKO, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY AGREED THAT EADS PERFORM THE ANNUAL DAM INSPECTION. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

X. SOLICITOR'S REPORT

Attorney Barbin stated that he did submit his report prior to the meeting for the Board's review.

Attorney Barbin informed the Board that he received a notice from the Tax Claim Bureau of a judicial sale of a property in the Borough owned by Dave and Sue Barron. He received the letter because the Tax Claim Bureau thought the Authority had a lien on the property, which it does not.

Mr. Bowman thanked Attorney Barbin and Mr. Sewalk and The EADS Group for their efforts and assistance throughout the bond funding.

XI. FORESTER'S REPORT

No report.

XII. UNFINISHED BUSINESS

- Front Avenue and Plane Road Project

Discussed earlier in the meeting. Project ongoing.

- CDBG Project

Discussed earlier in the meeting. Project ongoing.

- Employee Issues

Mr. Bowman noted that he met with the employees recently. He requested an Executive Session at the end of the meeting to discuss one issue. Mr. Yetsko also requested time to discuss an issue in Executive Session as well.

- PA Small Water and Sewer Grant

Discussed earlier in the meeting.

XIII. NEW BUSINESS

- Health Care Renewal

Mr. Bowman apprised the Board that it is time to go to full bid relative to the health care insurance. He questioned if the Board would want to have Mr. Helsel to rebid again to all providers due to the increase of approximately 36% from the current provider.

ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED THAT MR. HELSEL BE REQUESTED TO REBID TO ALL PROVIDERS AS IT RELATES TO THE HEALTH CARE INSURANCE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

XIV. GOOD OF THE ORDER

- Requests for Adjustments

Mr. Bowman commented that the Board discussed at the last meeting the request for adjustment received from the Christian & Missionary Alliance Church. Total consumption was 32,600 gallons; and the average consumption is 500 gallons. The amount billed was \$228.97; and the average bill is \$60.05. Mr. Bowman pointed out that the reason for the large consumption cannot be determined. The meter was changed prior to the incident, so it is not a meter issue. Mr. Koval questioned when the incident occurred, to which Mr. Bowman replied that the request for adjustment form was completed on April 23, 2014. Attorney Barbin commented that a standard requirement to receive an adjustment is proof that some type of repair had to be made. Mr. Cadwallader indicated that we did have the church turning off the spigots at night to see if we could determine if there was some type of leak, but this could not be determined. Mr. Koval stated that we basically need to grant the request for an adjustment, but the church needs to understand that they will not be able to request another adjustment for three years.

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY APPROVED THE REQUEST FOR AN ADJUSTMENT AS RECEIVED FROM THE CHRISTIAN & MISSIONARY ALLIANCE CHURCH AS OUTLINED

ABOVE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

- Duke Energy Check

Mr. Bowman informed the Board that the annual easement fee in the amount of \$2,000 was received from Duke Energy. He recommended that the check be deposited to Savings Account #106.5.

ON MOTION OF MR. YETSKO, SECONDED BY MR. KUNKO, THE BOARD UNANIMOUSLY AGREED TO DEPOSIT THE DUKE ENERGY ANNUAL EASEMENT FEE IN THE AMOUNT OF \$2,000 IN SAVINGS ACCOUNT #106.5. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO, AND MR. YETSKO.

XV. EXECUTIVE SESSION

At 8:13 p.m., the Board went into Executive Session to discuss personnel matters.

XVI. RECONVENING OF MEETING

The Board reconvened into Regular Session at 8:35 p.m.

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD AGREED TO PURCHASE TWO TIMECLOCKS (ONE FOR EACH PLANT) AT A TOTAL COST OF \$600, TO BE COORDINATED WITH THE CURRENT SWIPE CARD SYSTEM. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL AND MR. KUNKO. MR. YETSKO CAST A DISSENTING VOTE.

ON MOTION OF MR. KOVAL, SECONDED BY MR. HODGKINSON, THE BOARD UNANIMOUSLY AGREED THAT, IF AN EMPLOYEE IS SCHEDULED AND WORKS ON A WEEKEND, THEY SHOULD, AT THEIR OWN DISCRETION OR THE BOARD'S DISCRETION, BE SCHEDULED FOR A DAY OFF WITHIN THE SAME PAY PERIOD SO AS TO AVOID OR MINIMIZE OVERTIME. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO AND MR. YETSKO.

XVII. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. YETSKO, SECONDED BY MR. HODGKINSON, THE BOARD ADJOURNED THE MEETING AT 8:45 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. BOWMAN, MR. HODGKINSON, MR. KOVAL, MR. KUNKO AND MR. YETSKO.

XVIII. NEXT MEETING

The next meeting will be held on Thursday, July 10, 2014 at 7:00 p.m.

Respectfully submitted,



Sharon Squillario
Recording Secretary