

**RESOLUTION
OF THE
MUNICIPAL AUTHORITY OF THE BOROUGH OF PORTAGE**

AND NOW, this 6th day of November, 2014, at a regularly scheduled public meeting of the Board of the Municipal Authority of the Borough of Portage, (hereinafter sometimes "Authority") at which a quorum of members was present;

BE IT RESOLVED, the Findings of Fact and Conclusions of Stephen M. Sewalk, P.E., made in his capacity as the previously appointed Hearing Officer for the Authority in the matter involving the debarment of Diehl Contracting, LLC, of 54 Cooper Avenue, Glen Hope, Pennsylvania, as attached hereto are adopted in their totality.

It is further resolved by the Authority, based upon the Board adopted Findings of the Hearing Officer, that Diehl Contracting, LLC is hereby barred from any further participation in contracts placed for bid by the Municipal Authority of the Borough of Portage.

Adopted on the date set forth above by majority vote of the Board members of the Municipal Authority of the Borough of Portage.

MUNICIPAL AUTHORITY OF
THE BOROUGH OF PORTAGE

By: Raymond Bowman
Raymond Bowman, Chairman

ATTEST:

Thomas F. Hodgkinson
Thomas F. Hodgkinson, Secretary
(Seal)

Report of Hearing officer

Hearing Officer: Stephen M. Sewalk, PE

Hearing Date: 10/22/2014 1PM

Portage Water Authority debarment of Diehl Contracting, LLC

A hearing was held on 10/22/2014 to present information as to whether Diehl Contracting did not properly repair a sewer lateral that backed up and cause sewage to backup into a basement.

Testimony was given by Mr. Ron Cadwalder (Water Authority Manager) and he presented a chronological sequence of events of the sewer back up and the communications with Diehl Contracting.

Mr. Cadwalder testified that he had seen the video of the sewer line and there was an approximate 4" offset in the line at the repair, where Diehl had made the repair. The Contractor (Cobra Sewer and Drain Cleaning) who performed the camera work and the ultimate repair of the line provided a written and signed statement indicating the same condition as Mr. Cadwalder observed.

Mr. Diehl testified that he did not believe this was the case because he did not see any sewer water in the pictures of the ditch when it was excavated. Mr. Diehl was not on site to witness the camera work and was not on site to witness the excavation and ultimate repair of the blockage.

According to the chronological sequence of events submitted by Mr. Cadwalder, Mr. Cadwalder called Mr. Diehl at the time the problem was found and Mr. Diehl informed Mr. Cadwalder that Cobra should make the repair.

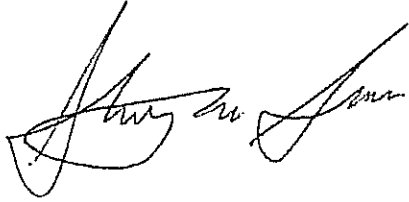
One of Diehl's employees (name would be in the testimony) testified that when repairing a line similar this, they excavate under the line to be repaired about 5". This is very close to the amount the line settled.

Mr. Cadwalder provided Diehl with pictures of the problem, copies of invoices and a written explanation from Cobra, and Diehl refused to pay the costs.

When Diehl refused to pay the costs the Authority paid them so as not to prejudice the home owner.

It is of my opinion, based on the testimony and information submitted that Diehl Contracting did not properly repair the sewer line (probably did not backfill under the repaired line properly) which caused the repaired portion of the line to settle producing an offset joint and cause a sewage back up. It is further my opinion that Diehl did not meet his obligations under the contract when he failed to come to the site to see the problem and after being informed of the problem failed to pay for the necessary repairs after that were made.

I believe that Diehl Contracting did not meet their Contract obligations because their repair work barely lasted through the one year maintenance bond period and did last through the six year statute of limitations. When asked to either repair the faulty work or pay for the correction, he refused.

A handwritten signature in black ink, appearing to read "John M. Jones". The signature is written in a cursive style with a large initial "J" and a distinct "M" and "J" at the end.