

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, October 1, 2015, at 7:00 p.m., in the Conference Room at 606 Cambria Street.

Those in attendance were:

Mark Stancovich, Chairman  
John Gartland  
Steve Koval  
Dave Miorelli

Excused: Jerome Yetsko.

Also present were: Attorney William Barbin, Solicitor; Ron Cadwallader, Supervisor; Joe Beyer, The EADS Group; Pat Nicholson, Resident.

**I. CALL TO ORDER**

Mr. Stancovich, 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. Stancovich recognized Mr. Nicholson.

Mr. Nicholson stated that he was present at this evening's meeting relative to a water tap on a piece of property that he owns. Approximately one year ago, there was a leak in the line and the Water Authority went onto the property, cut the line and took it out. He was told by Mr. Cadwallader that it was an abandoned line, which Mr. Nicholson feels it is not. If it is an abandoned line, Mr. Nicholson stated, he questions all of the trailer courts that have been empty for several years and the Authority is not taking out those taps. Mr. Nicholson stated that he paid for the tap when it came with the property at the time of purchase. He commented that he spoke with PMA today; and they told him to come to this meeting to discuss the concern. Mr. Koval questioned if Mr. Nicholson uses the tap, to which Mr. Nicholson replied that he has not used the tap in a couple of years because he took the building down but that does not mean he abandoned the tap. Mr. Nicholson indicated that when the Authority staff came onto the property to address the leak, they also took out the sewer pipe and capped it off. He stated that the PMA told him that he should have been notified before this was done.

Mr. Koval questioned where the property is located, to which Mr. Nicholson replied that it is at 715 Sugar Avenue (three lots). Mr. Koval further questioned what building was removed, to which Mr. Nicholson replied that it was the Davison residence that he purchased. When he purchased the property, he tore the house down and capped the pipe inside with the intention of using it in the future. Mr. Nicholson feels that just because he did not use the tap immediately does not mean the Authority has the right to come in and chop out the pipe instead of repairing it because of the leak. Mr. Nicholson stated that his concern was that he was not notified before all of this was done. He commented that he has also been asking for two years to see the Authority's right of way and no one can ever produce one. Mr. Nicholson indicated that there is nothing available at the Court House relative to the right of way and he would like to see it. Attorney Barbin questioned how long ago the house was torn down, to which Mr. Nicholson replied that it has been approximately 10 years. Mr. Nicholson commented that he has been in the noted area for 36 years; however, he has not paid any water bills on the tap in question because the water was shut off at that time.

Attorney Barbin informed the Board that included with the Board's information for the meeting was a copy of the abandoned tap policy that was adopted by the Board in 2012. The purpose of the policy was to recognize that people who pay regular monthly water bills are paying down the Authority's debt. The Authority borrows a lot of money to upgrade the dams, build the water treatment plants, improve the

system, etc. Attorney Barbin commented that residents that just turn off the water and just leave it are not paying anything toward the debt like everyone else is; and if you do not pay toward the debt, you do not have a stake in the system. Attorney Barbin stated that if the Board would ask him if the abandoned tap policy would hold up in court, he would definitely state that the policy would hold up in court. He noted that the Board has a right to say that if a resident does not use the service and does not pay a monthly bill after 12 months, the tap is considered abandoned. The Board does also has the right to reconsider if a resident has some type of hardship wherein they can grant an extension of 12 months.

Mr. Koval questioned if Mr. Nicholson will be building on the property, to which Mr. Nicholson replied that he does not plan to build but he does plan on using the tap for his motor home after he retires. Mr. Nicholson questioned, if the Board is saying 12 months, why are there so many mobile home parks sitting vacant for two to three years and nothing is being done. Mr. Miorelli indicated that he was in the same situation in 1973. When he purchased his property, there were four sewer taps and four water taps. At the time, there was a lien on the property; and his attorney and the Judge at the time indicated that if he paid the lien on the property, the taps would be his forever with no cost to him from that point on. Attorney Barbin pointed out that this was probably the case at the time being that the Authority's rule relative to abandoned taps was not in existence at that time in that the current rule was adopted in 2012. Attorney Barbin questioned if the Sewer Authority has a similar rule, to which Mr. Stancovich replied negatively. Mr. Stancovich indicated that when a resident buys a piece of property with a sewer tap on it, it becomes theirs.

Attorney Barbin commented that his understanding of the situation in question is that the Authority went in and dug it up because the tap was leaking. Mr. Stancovich indicated that to his knowledge the entire line was shut off, to which Mr. Cadwallader agreed stating that this is why the new piece of pipe was placed. Mr. Cadwallader explained that when the former resident was in the house this is when the concern arose; when the resident was renting, there was a leak on the line. Mr. Nicholson stated that there were two lines and he wanted to know why the Authority cut the one line off, to which Mr. Cadwallader replied that it was leaking and the Authority staff was placing clamp after clamp to address it. Attorney Barbin indicated that the question really is should paying customers have to subsidize fixing someone's line who is not a paying customer. Mr. Nicholson commented that the resident was a tenant of his and was on his property; and now he is being told that the water was totally off so he does not understand. Mr. Nicholson stated that the reason he knew it was shut off is because he heard this from one of the Authority workers. Attorney Barbin emphasized that you are cutting off a line, the person is not a paying customer, so the rest of the customers are going to end up paying to have the line fixed for someone who is not paying for a bill. Mr. Nicholson indicated that he paid for the line when it was on as the lines are all hooked together.

Mr. Koval questioned how long Mr. Nicholson used the line, to which Mr. Nicholson replied that it was an extension to the other line and it went to another meter head. Mr. Nicholson stated that the tap was being used as it was on the same line. Mr. Nicholson stated that if you are paying for the service, the water is supposed to be free but he does not see that. Attorney Barbin commented that the water is definitely not free. Attorney Barbin pointed out that Mr. Nicholson is describing a situation where there is no customer paying and the line is leaking. The Authority took out the line and could have replaced it; however, the rationale of the Authority was why put in a new line and pay for the repairs when there is no paying customer. Mr. Nicholson stated that the Authority should have talked to him before doing anything and ask him if he would be willing to pay for a new pipe. The Authority, he commented, came on his property; and he would like to see the right-of-way information that gives the Authority the right to come on his property. Attorney Barbin emphasized that the Authority has the absolute right to protect its water system from leaks; and every court in the country will uphold this right. The pipe was leaking and could not be repaired; and the Authority has the right to stop that piece of pipe from draining the system. In this case, Attorney Barbin pointed out, Mr. Nicholson was taking the Authority's product with his leaking line and actually throwing away the Authority's product. He emphasized that the Authority had the absolute right to go in and cut off the pipe; and if this matter was taken to court, the Authority could win this case. Mr. Nicholson questioned if it is really worth going to court over a length of pipe; i.e., three feet of pipe. Mr. Koval pointed out that it is not the length of pipe that is in question; it is the fact that the

line was not being used for numerous years and will not be used in the foreseeable future. Mr. Nicholson commented that if the pipe was put in tomorrow, he would put the tap on; and whether he uses it or not, the meter head is there and he would pay the minimum bill. He noted that he would then be a paying customer. Attorney Barbin indicated that Mr. Nicholson did not want to be a paying customer until after he lost the line. Mr. Nicholson replied that this is because he did not know about it and he should have been given some type of options and asked if he wanted the line repaired instead of being removed.

Mr. Koval pointed out that the Authority has a policy which defines what is considered an abandoned tap that was adopted three years ago. Mr. Nicholson stated that this is a policy of the Authority and not a law; and he was not aware of the policy. Mr. Koval stated that he is sure that all municipalities have a similar policy. Attorney Barbin indicated that the Authority does not publicize the policies; however, they are open public records. Mr. Miorelli stated that he does remember that the abandoned tap policy was publicized in an article in the paper at the time it was approved. Mr. Stancovich stated that he believes that the major question is the communication between the Authority and Mr. Nicholson. He noted that this will be discussed further by the Board at the meeting. Mr. Nicholson pointed out again that he would like to obtain a copy of the Authority's right-of-way document as it is not available at the Court House. Attorney Barbin indicated that the right-of-way for the mains in the streets are included in an agreement with the Borough; and when it crosses out of the public right-of-way into the private, the Authority really does not have a right-of-way. However, Attorney Barbin explained, a person put a line in and gave the Authority permission to maintain that line; and with the property in question, we are going on here-say. Mr. Nicholson again indicated that he wanted to see a copy of the right-of-way in writing.

Attorney Barbin stated that he is pretty sure that a right-of-way does not exist; however, this is one of the main reasons for the abandoned tap policy. He explained that there are many spaghetti lines throughout the town which may cause concerns. When lines go bad, it is very hard to track where we are losing water. Basically, Attorney Barbin commented, for this reason residents that are on these properties are throwing away the Authority's product with lines that have not been maintained. He pointed out that he is sure that the court would uphold the Authority's policy to go onto property to cut and seal off a private abandoned lateral line that was leaking or any line that was leaking. Attorney Barbin noted that there were times that the Authority has sent letters to customers indicating that their water would be turned off permanently if the problem is not fixed. Attorney Barbin noted that the important thing is that you notify a customer, not just someone that has a piece of pipe that is running through the property that existed before that person purchased the property. He indicated that the policy that the Authority has is legal and the court would uphold the policy; and he believes the court would uphold the Authority going onto private property solely for the purpose of cutting off a line so that the Authority is not losing water. Attorney Barbin stated that he is not telling what action the Board should take, but he just wants the Board to understand that the Authority does have the right to go onto private property to protect its assets.

Mr. Nicholson questioned why he cannot take out the line that is located on his property on Route 53. Mr. Stancovich questioned if this is a main, to which Mr. Cadwallader replied that this has not been determined. Mr. Cadwallader explained that he does not know what the situation was on the deeds when the property was purchased and how the Babish residence received their water. The tap is physically located on the James property behind the Nicholson building. Attorney Barbin pointed out that, if it exists for 21 years, there can be a constructive easement. Mr. Miorelli questioned what the concern is, to which Mr. Cadwallader provided a drawing showing where the line runs and outlining what the two curb boxes service. Attorney Barbin pointed out that the Authority generally does not own or maintain past the curb box except in some extraordinary circumstance. Mr. Cadwallader noted that he is not aware of how it is outlined on Mr. Nicholson's deed and if anything was decided at the time of purchase. Mr. Nicholson commented that everything was done on a hand shake at the time, to which Mr. Cadwallader replied that technically it is Mr. Nicholson's line. Attorney Barbin stated that if it has been in place for 21 years, the person has a prescriptive right to maintain. He pointed out that technically this is not a concern for the Authority and would have to be decided between Mr. Nicholson and his neighbor.

Mr. Stancovich stated that he appreciated Mr. Nicholson attending the meeting. Mr. Nicholson departed from the meeting at this time.

### III. CORRESPONDENCE

Mr. Stancovich noted that the following correspondence was received:

- PMAA Region 6 Fall meeting to be held on October 29 from 5:00 – 6:00 p.m. at the Mirage (top of Incline Plane).
- Link Up Technology Conference to be held on Wednesday, October 7 at the Blair County Convention Center.
- Mr. Cadwallader noted that he received information relative to an upcoming conference in October or November (no definite date set as yet) that Badger is holding where they will be showing new Badger products. Ms. Powers is unable to attend; however, Mr. Cadwallader requested of the Board that he and Ms. Ringler be permitted to attend the conference. Mr. Stancovich noted that someone should be trained on any new equipment. Mr. Cadwallader stated that this conference does deal more with the billing system. As Ms. Powers will be retiring soon, someone will have to take over the billing. Mr. Stancovich indicated that someone really should be educated in order to stay informed on what is going on. He commented that if any part of the conference deals with radio reads, perhaps Mr. Moore should attend as well. The Board agreed that Mr. Cadwallader and Ms. Ringler, and possibly Mr. Moore, should attend the conference once Mr. Cadwallader obtains information on the dates of the conference as well as the cost of attendance. Mr. Cadwallader stated that the conference will be held during the day, so there will be no overnight lodging costs involved.

### IV. APPROVAL OF MINUTES

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE SEPTEMBER 3, 2015 MINUTES BEING THAT THEY WERE DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE MINUTES AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

### V. AGENT'S EXPENDITURES

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY APPROVED THE AGENT'S EXPENDITURES FOR THE PERIOD AUGUST 1 THROUGH SEPTEMBER 30, 2015 IN THE AMOUNT OF \$234.50. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

### VI. INVOICES

1st Summit Bank	\$	391.34
Aflac		226.22
Caddy's Service Center		12.00
Cambria Mailing Service, Inc.		80.79
Cambria Systems, Inc.		472.47
Capital Region Benefits, Inc.		91.15
CMPA		1,000.00
Cole- Parmer		233.02
Environmental Service Laboratories, Inc.		160.00
Fastenal		389.43
FWF Insurance Agency, Inc.		2,051.00

Gap, Inc.	2,640.00
Helsel Excavating	2,329.68
John Gartland	50.00
L/B Water Service, Inc.	2,192.00
Mark Stancovich	50.00
Mary L. Elchin	144.00
New Enterprise Stone & Lime Co, Inc.	607.48
Niper's Auto Repair	484.00
Portage Auto Parts	123.48
Portage Post Office	147.00
Portage Service Center	444.50
Ray Oil & Gas Co.	202.81
RDM – Johnstown, LLC	878.00
Ronald Cadwallader, Jr	20.00
Sharon Squillario	50.00
Smithmyer's Electronics, Inc.	145.00
Stager's Store	214.06
Stephen Koval	50.00
TFlow	277.05
Univar USA, Inc.	5,216.71
USA Blue Book	187.07
Verizon	178.56
Visa – 1 <sup>st</sup> Summit	301.04
Walmart Business	49.97
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	\$ 22,089.83

Paid Bills

Comcast	\$ 264.48
Graphic Controls	84.46
Ian Barlick	100.00
James Carr III	100.00
PA One Call System, Inc.	68.50
Penelec	1,171.25
REA Energy Cooperative, Inc.	1,044.64
Joanne Crum	100.00
Pro Disposal, Inc.	142.00
Sheetz Fleet Service	269.91
Staples	199.99
UPMC Health Plan	6,701.76
Verizon	410.79
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	\$ 10,657.78

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$58,203.52 (REGULAR BILLS, \$22,089.83; PAID BILLS, \$10,657.78; PennVEST, \$3,896.36 AND \$5,508.55; USDA, \$16,051.00). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

**VII. TREASURER'S REPORT**

ON MOTION OF MR. GARTLAND, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE SEPTEMBER 2015 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN

FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,495,079.02; CASH IN, \$205,355.13; CASH OUT, (\$205,935.80); ADJUSTMENT (INTEREST/MISC.), \$234.17; ENDING CASH, \$1,494,732.52. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

### VIII. SUPERINTENDENT'S REPORT

Mr. Stancovich 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.

Mr. Cadwallader stated that he would like to thank the Sewer Authority, the Borough and the Township crews for their assistance recently with blacktopping. The project should be completed soon once the weather cooperates.

Mr. Cadwallader commented that in a past meeting he had discussed with the Board a request by Mr. Giles in Martindale who will be building there and was requesting a line extension. Mr. Cadwallader stated that he did provide a cost to Mr. Giles of the Authority putting the line extension in; and Mr. Giles is requesting approval from the Board of his request. Mr. Cadwallader has no problem with Mr. Giles' request; however, he did inform Mr. Giles that the Authority staff would do the tie-in. Mr. Giles does have a friend that has a backhoe and would be doing the digging, etc. to save some cost. Attorney Barbin commented that there is a provision in the Municipal Authorities Act that states that a resident does have a right to put an extension in themselves as long as they do it to the identified Authority's specifications. Mr. Stancovich questioned if we could provide a list of materials that should be used, to which Mr. Cadwallader noted that he did provide to Mr. Giles a materials list including the pricing which Mr. Giles stated that he would follow; and Mr. Giles will also be required to pay the tap-in fee once the Authority does the tie-in. The line will be Mr. Giles' until he turns it over to the Authority; however, if Mr. Giles does not follow the specifications, the Authority will not take over the line. Mr. Stancovich commented that he does not think the Board would have any concerns as long as Mr. Giles' is meeting the Authority's specifications and workmanship requirements. Mr. Beyer commented that the Authority should also be present once the line is installed in order to inspect it. Mr. Cadwallader stated that Mr. Giles will be dealing with a shelf of rock that exists in the area, so Mr. Cadwallader included in the quote he gave to Mr. Giles a worst case scenario of what would be needed. Attorney Barbin questioned if the line will go into a public road, to which Mr. Cadwallader replied negatively. Attorney Barbin stated that, in this case, we would not need an easement; however, when the project is completed, there should be a document turning the line over to the Authority and the Authority should sign the document agreeing to accept it. He commented that we do not need a Developer's Agreement but a section of that Agreement could be used when the line is turned over to the Authority. Mr. Cadwallader commented that Mr. Giles will not be doing this project until next year.

Mr. Stancovich questioned if Mr. Giles is putting in a development, to which Mr. Cadwallader replied negatively stating that Mr. Giles is merely building a house. Mr. Giles subdivided a piece of property so that he could put his house on it. Mr. Beyer questioned if Mr. Giles has obtained permission from the Township, to which Mr. Cadwallader replied affirmatively. Mr. Stancovich questioned who will be doing the sampling once the line is turned on, to which Mr. Cadwallader replied that Mr. Giles will be running all of the samples. The Authority staff will be present to turn on the line so that Mr. Giles can run the samples. The Authority staff will charge the line for Mr. Giles and let the chlorine sit so that Mr. Giles can pull the samples for two days, but the water is not going to stay on the entire time so that nothing back feeds into the system. Mr. Stancovich noted that Mr. Cadwallader will just need to ensure that everything is being done to the Authority's standards as outlined in the quote provided by Mr. Cadwallader.

Mr. Cadwallader informed the Board that Gap Vax was in and cleaned both of the lagoons. Gap Vax did not clean out the lagoon completely at Martindale because the drying beds were full, but Gap Vax cleaned out  $\frac{3}{4}$  of it. Mr. Stancovich questioned if this is something we should put on the schedule and budget to be done every year, to which Mr. Cadwallader replied that it should be done every three to five

years. Mr. Cadwallader stated that the last time it was done was approximately 10-12 years ago. Mr. Stancovich commented that if it is done sooner, the drying beds might not be full. He requested that Mr. Cadwallader include this on the list for budget discussions.

Mr. Cadwallader stated that there is a slight problem at the well in Benscreek because we are getting a lot of iron out of it. For budget purposes, Mr. Cadwallader noted that he is looking at a company that will come in and clean the well. They have a potassium permanganate solution that they place and let it set for a while which makes it soluble; and then they go in with a power brush, clean it, and then flush it. Mr. Cadwallader noted that what the iron is doing is basically clogging up the screens. Mr. Stancovich indicated that, if this is not addressed, it will continue to get worse. Mr. Cadwallader stated that the company he is looking at only covers Erie and an area surrounding Erie, so he will be contacting DEP to see if they could recommend anyone. Mr. Cadwallader noted that he has talked with various individuals; and they have stated that if we do this once a year, you will not have a problem with the well. Mr. Stancovich recommended that Mr. Cadwallader obtain some prices before the next budget meeting.

Mr. Cadwallader reported that, with all of the recent water leaks, the Cemetery Road project has basically come to a halt. If the project can be accomplished by bringing it across the road, the project will probably resume after the winter months. Mr. Cadwallader emphasized that every day the staff is dealing with a number of leaks and doing the locating for the sewer project, so it has been difficult working on the Cemetery Road project.

#### **IX. ENGINEER'S REPORT**

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

Mr. Beyer reported that he received some of the as builts from Lumadue on the Jamestown area and extension work. Lumadue had some coordinates that were wrong, so Lumadue will be correcting that information and sending it back to Mr. Beyer for review.

On the CDBG project, Mr. Beyer noted that following the last meeting he did submit the change orders; however, he has not heard anything from Larry or Ryan.

Mr. Beyer reminded the Board to review the long-range plan when looking at the budget for the coming year so that monies can be budgeted for any specific projects, such as repair of the spillway. Mr. Cadwallader stated that he did include monies in the budget for any project the Board decides.

Mr. Beyer noted that he submitted this week for the 2015 CDBG program. There will be \$282,000 available for the entire County; and Mr. Beyer submitted a grant request for the remainder of the Mountain Avenue project.

Mr. Stancovich questioned when the NPDS permits expire for both plants, to which Mr. Cadwallader replied that the permits have been in place for quite some time. Mr. Beyer stated that we were in violation relative to the probe. Mr. Cadwallader stated that we have been doing the measurements with a bucket until we got the probe back. Mr. Beyer questioned what the permanent fix is going to be, to which Mr. Cadwallader replied that there really is no permanent fix at the current time as DEP is satisfied with how we are doing the measurements now with the bucket. Mr. Beyer indicated that Mr. Cadwallader should check with DEP to see how long the Authority will be able to continue doing the measurements using the bucket, as it was his thought that this was really just a temporary fix. Mr. Stancovich stated that we received the probe back in the mail on Monday. Mr. Beyer commented that sooner or later we will need a permanent fix. Mr. Stancovich stated that, if the probe works and we consider buying another one, he is not sure if this will be a fix to the concern or not. Mr. Beyer stated that DEP was satisfied with this action when it is taken.

Mr. Stancovich apprised Mr. Beyer that at the next budget meeting, the Board will be reviewing the spillway information that Mr. Beyer provided at the last meeting.

#### **X. SOLICITOR'S REPORT**

Attorney Barbin noted that he had submitted a copy of his report prior to the meeting.

As it relates to the Caldwell Avenue property, Attorney Barbin reported that he has not heard back from the mortgage company. Mr. Stancovich stated that he has heard that the Ambulance Association has purchased land in Jamestown and will be building a new building in that location. Mr. Beyer stated that the Ambulance Association did put a deposit down on a piece of property; and if they obtain the necessary permits, they do plan to move forward. Mr. Stancovich stated that this information was brought to his attention as well as the Authority's potential interest in the present ambulance facility. Mr. Cadwallader commented that, technically, it would be smart to look into this property being that there is a lot of storage space. Mr. Stancovich stated that the building has been well maintained over the years. Attorney Barbin questioned if the Authority would look at this property rather than the Caldwell Avenue property, to which Mr. Stancovich replied affirmatively stating that this would be another potential option.

As it relates to the Cooney property purchase as discussed at the last meeting, Attorney Barbin stated that before he sent the report out, Mr. Lambrusco called him and said that he talked to Paul Cooney regarding the property that the Authority is interested in. Mr. Lambrusco stated that Cooney would sell the property to the Authority for \$250,000. Attorney Barbin noted that Mr. Barton stated at the last meeting that if the Authority wanted its money back, you could strip off all of the trees at an average of \$1,200 per acre and you would have that money to put against the purchase price. Attorney Barbin noted that when Mr. Lambrusco called him, he had a problem with the Authority's request of the seven acres at the corner of the property on the other side of the powerline (this is the acreage that Mr. Barton included in the request so that the Authority would have access to the roads and trails). Mr. Lambrusco explained that the seven acres is under option to Rosebud until 2024 to reclaim the boney. Attorney Barbin stated that he informed Mr. Lambrusco that the Authority would not interfere with this. Attorney Barbin commented that we may have to write things into the deed if this is the case. Mr. Lambrusco suggested that Attorney Barbin meet with Attorney Jerry Neugebauer and himself.

Attorney Barbin commented that the Authority may, therefore, be looking at 282.3 acres at a total cost of \$250,000, which is a good price. Mr. Stancovich questioned if there would still be a way for the Authority to purchase the seven acres and still give Rosebud the right to enter the property, to which Attorney Barbin replied that he will have to discuss this with Attorney Neugebauer. Attorney Barbin commented that he could include this in the deed restrictions; however, he is not sure if Cooney would agree to this or not. Attorney Barbin stated that, if the Board is agreeable, he would need some action taken by the Board agreeing to the purchase of the property.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO PURCHASE THE COONEY PROPERTY AS DISCUSSED AT A TOTAL PURCHASE PRICE OF \$250,000, SUBJECT TO ATTORNEY BARBIN WORKING OUT THE DETAILS OF THE PURCHASE WITH ATTORNEY NEUGEBAUER. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

#### **XI. FORESTER'S REPORT**

No report.

Mr. Stancovich questioned if there was any update on the ATV runs, to which Mr. Cadwallader replied that he has not heard anything. Mr. Cadwallader expressed his opinion that, until we do hear anything, we should put a hold on the use of the Authority's property for the runs until the concerns are addressed.



He stated that he is not suggesting that the runs be stopped, but only that the Authority's property not be used.

ON MOTION OF MR. GARTLAND, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY AGREED TO SUSPEND THE USE OF THE AUTHORITY'S PROPERTY FOR ANY FUTURE QUAD RUNS UNTIL THE AUTHORITY'S CONCERNS ARE ADDRESSED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

## **XII. UNFINISHED BUSINESS**

- 2014 CDBG Grant

Discussed earlier in the meeting.

- Tax Sale – Caldwell Avenue

Discussed earlier in the meeting.

- Cemetery Road Project

Discussed earlier in the meeting.

- Employee Issues

Mr. Cadwallader noted that he met with the employees recently; and there were no issues brought forth.

## **XIII. NEW BUSINESS**

- UPMC Health Insurance Renewal

Mr. Stancovich reported that we have received notice from UPMC that the Authority's health insurance premiums will be increasing by 39.6% for the coming year. Mr. Koval questioned when the current coverage year ends, to which Mr. Stancovich replied that it is December 1. Mr. Stancovich indicated that, when we received notice of the substantial increase in the premiums, Ms. Ringler obtained information from Highmark and UPMC. He provided an outline of the information for the Board's review. Mr. Cadwallader stated that a lot of the information has a same premium payment; however, it depends on the policy of whether it is a PPO, HMO, a deductible versus a no deductible plan, etc. He questioned if the Board wanted to consider anything from United Health, to which the Board replied that it did not at this time.

Mr. Stancovich pointed out that some decision is going to have to be made by the Board at the next meeting. Therefore, he suggested that a separate meeting be scheduled with the employees with a representative from Highmark and UPMC to review the policy options with the employees so that an informed decision can be made. He requested Mr. Cadwallader to have Mrs. Ringler schedule these meetings for the employees with the representatives from the insurance plans. He emphasized that, when Mrs. Ringler makes the calls to schedule the meetings, she should point out that the Authority would like to have an option that is comparable to the same coverage the employees currently have at a comparable price as is currently being paid by the Authority. We need to have a plan that is comparable to the price the Authority is currently paying for the same product. Mr. Stancovich stated that Mrs. Ringler should keep the Board members informed of when the meetings are scheduled so that any Board member can attend the meetings if they are available. Mr. Cadwallader stated that it would be beneficial if Board members could attend the meetings if they are available.

- Link Site Care Maintenance Service Renewal

Mr. Stancovich stated that we received the Link site care maintenance service renewal. This is a cost that is split between the Water Authority, the Sewer Authority and the Borough for servicing of the computer and software. The total contract price is \$5,010. This information will be provided to the Borough and Sewer Authority so that it can be included for budgeting purposes.

- CDBG 2015

Discussed earlier in the meeting under the Engineer's report. Attorney Barbin noted that the Board should record its approval of the grant submission.

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY AUTHORIZED THE SUBMISSION OF THE 2015 COUNTY-WIDE CDBG GRANT REQUEST AS OUTLINED BY MR. BEYER. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

#### XIV. GOOD OF THE ORDER

- Request for Adjustment

Mr. Stancovich noted that one adjustment was received from the resident at 343 Sportsman Road (meter pit was broken which was repaired). The adjusted payment would be \$105.95.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE ABOVE ADJUSTMENT AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

- Portage Area Joint Recreation Commission Budget

Mr. Stancovich apprised the Board that a letter was received from the Portage Area Joint Recreation Commission (PAJRC) requesting that the same consideration be given in 2016 for water usage at the Crichton McCormick Park, at an annual cap of 500,000 gallons. Included with the letter were the results of operations for the Park for 2015 as of September 20, 2015. As noted in the budget, there is a current loss being realized; however, the annual contribution from Portage Township has not been received. Once received, the Park should realize a profit this year as a result of its letter fundraising campaign and once they close out the books with additional invoices received after September 2015.

Mr. Stancovich commented that the letter also stated that PAJRC would like to thank the staff of the Water Authority for their assistance throughout the year in addressing the needs of the Park without question. When called upon, the response of the Authority staff has been commendable.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO RENEW THE AGREEMENT WITH PAJRC FOR WATER USAGE AT THE PARK FOR THE UPCOMING YEAR AT A MAXIMUM OF 500,000 GALLONS AT NO COST. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

- Tap Request

Mr. Cadwallader commented that Chris McQuillen is building a house on Munster Road. There is an existing tap on the property, but he questions whether the tap would fall into the abandoned tap rule. Mr. Stancovich questioned how long the tap has been abandoned, to which Mr. Cadwallader replied that it

has been since the trailer has been pulled off of the property, which has been between three and five years. Mr. Stancovich commented that the abandoned tap policy states five years. Mr. Stancovich suggested that Mr. Cadwallader investigate as to when the meter was pulled.

Mr. Miorelli questioned the cost of a tap, to which Mr. Cadwallader replied that it is \$2,000. As it relates to the taps, Mr. Miorelli questioned, if there is a curb box in and the tap was pulled out, is the curb box the Authority's, to which Mr. Cadwallader outlined on paper what the Authority maintains and what the homeowner maintains. Mr. Cadwallader commented that the biggest reason for the policy was when we did the Martindale and Spring Hill projects. When they put in the lines originally, everyplace there was a piece of property, there was a tap placed, whether there was a house there or not. When the Authority came in to do the project, those were eliminated because we were coming up with all of the dead taps that were leaking. Mr. Cadwallader commented that he had a similar situation recently with a resident in the Borough where there was a leak; and all of his life he did not realize there was a house on that property in the past. There was water coming out of an empty property; and when the curb box was shut off, the water stopped.

Mr. Stancovich stated that Mr. Nicholson indicated that he planned to use the line in question for a camper; and he questions whether this is technically allowed. Mr. Cadwallader stated that he cannot honestly say because there is a resident that uses a meter pit to water his garden and pays for water usage faithfully. Attorney Barbin indicated that if Mr. Nicholson connects the line to a trailer, even a movable one, he would then be subject to sewage rules because DEP rules apply to water under pressure; i.e., if you have water under pressure, you must have sewage. Mr. Cadwallader stated that this was the situation in Gallitzin wherein if a tap is on or off, you still are committed to pay a bill for that. Mr. Stancovich noted that Lilly has a similar rule. Attorney Barbin indicated that Central Mainline has a similar rule; and the sewage agency has taken people to court on the sewage issue if they have water under pressure.

Mr. Cadwallader questioned if Mr. McQuillen is within the five years would this not be considered an abandoned tap, to which the Board agreed. Mr. Cadwallader noted that he would investigate as to when the trailer was removed from the property and inform Mr. McQuillen whether it falls under the abandoned tap policy or not.

- Budget Meeting

Mr. Stancovich reminded the Board of the upcoming budget meeting to be held on Wednesday, October 21 at 6:00 p.m.

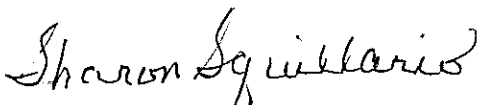
#### XV. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD ADJOURNED THE MEETING AT 8:15 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, AND MR. MIORELLI.

#### XVI. NEXT MEETING

The next meeting will be held on Thursday, November 5, 2015 at 7:00 p.m.

Respectfully submitted,



Sharon Squillario  
Recording Secretary