

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, February 4, 2016, 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  
Jerome Yetsko

Also present were: Attorney William Barbin, Solicitor; Ron Cadwallader, Supervisor; Joe Beyer, The EADS Group; Michael Barton, Forester; Ron Portash, Mainline Newspapers; Mark Kleman, 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. Portash, Mainline Newspapers.

Mr. Stancovich then recognized Mr. Kleman. Mr. Kleman stated that he was present at this evening's meeting to discuss the water pressure at his residence. He noted that when he moved into his residence on Tammy Lane (Spring Hill area) several years ago, the water pressure at that time was between 43 to 45; and when he measured the pressure prior to coming to the meeting tonight, it was at 37. This measurement was taken in the basement of his residence, which is the lowest point; and if he would have measured it in the upstairs where the shower is, which is an additional 20 feet in elevation, it would have been less. Mr. Kleman commented that he was present at the meeting to question why this is happening and if there was anything the Authority could do to address his concerns.

Mr. Cadwallader explained to Mr. Kleman that the Authority has had a lot of leaks recently as a result of the sewer project that is ongoing. He noted that, as the Authority repairs more of the leaks, Mr. Kleman should notice a difference in his water pressure because we are at a point now where the tanks are filling back up more quickly as a result of the leaks being repaired. Mr. Kleman questioned what the elevation is at the top of the tank, to which Mr. Cadwallader replied that it is 75 feet elevation at the tank. Mr. Cadwallader explained that the tank is on a gravity system. When the tank gets to a certain point, it will call for water and open up the regulator which force feeds up. What the tank does is that there is only one line in; and it is in and out off the same line and is not a dual line. Mr. Kleman noted that he is not sure if other residents in the area are having similar concerns, to which Mr. Cadwallader replied that he has not received any other complaints. He pointed out that all of the tanks have been down because of the problems with all of the leaks.

Mr. Kleman stated that, when his low water pressure started at the beginning of December, he gave the Authority the benefit of the doubt because a notice was sent out that the Authority was working on the lines. However, when the pressure became really low, he became concerned. Mr. Cadwallader explained that the pressure that Mr. Kleman had previously with the older tank was probably around 40 pounds; however, with the new tank, it would increase the pressure by 14 pounds because of the height of the new tank. Attorney Barbin questioned at what time of the day the tank is full, to which Mr. Cadwallader replied that this would be at night. Mr. Cadwallader

commented that we are currently filling the tank throughout the day; however, the Authority staff is also fixing two to three leaks per day. Mr. Kleman indicated that he knows the Authority was trying to hook into Cemetery Road, to which Mr. Cadwallader replied that that project was placed on hold in December.

Mr. Kleman thanked the Board for their consideration.

**III. CORRESPONDENCE**

Mr. Stancovich noted that the following correspondence was received:

1. Literature relative to the 2016 PMAA Board member training. A list of programs and registration form are available if any Board members are interested.
2. Letter was received from the Portage Area Historical Society relative to water and sewage usage at their building on Lee Street. The letter stated that the Historical Society understands the Authority's policy on charging a minimum payment of \$50; however, they questioned whether consideration could be given for a reduction. The letter stated that the Historical Society is not open in January, February and most of March; and when it is open to the public, it is only for 20 hours per week. Mr. Stancovich commented that the letter goes on to state that very little water is used at the museum; and the volunteers at the Historical Society work hard to keep the museum open. He noted that this matter would be considered under New Business at this evening's meeting.

**IV. APPROVAL OF MINUTES**

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE JANUARY 7, 2016 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, MR. MIORELLI AND MR. YETSKO.

**V. AGENT'S EXPENDITURES**

No Agent's expenditures to be presented.

**VI. INVOICES**

Anthony Thompson	\$ 300.00
Borough of Portage	350.14
Brian Cadwallader	300.00
Cambria Mailing Services, Inc.	78.91
Christene Ringler	200.00
CMPA	1,000.00
Cummins Bridgeway, LLC	1,248.44
DJ Moore	300.00
EADs Group	1,340.00
Ebensburg Office Supply	44.32
Environmental Service Laboratories, Inc.	160.00
FWF Insurance Agency, Inc.	2,051.00
Groff Tractor & Equipment	1,654.60

John Morgan, Jr	300.00
John Gartland	50.00
John M Bilchak	300.00
Joy Powers	200.00
L/B Water Service, Inc.	351.25
Mark Stancovich	50.00
Mary L Elchin	180.00
Michael Barton	614.97
PennDot	10.00
PMAA	911.88
PMRS	9,637.00
Portage Auto Parts	11.68
Portage Post Office	147.00
Portage Service Center	229.50
Ray Oil & Gas Co	2,281.38
RDM – Johnstown, LLC	187.00
Ronald Cadwallader, Jr	320.00
Sharon Squillario	50.00
Stager's Store	229.07
Stephen F. Koval	50.00
Todd Feathers	300.00
United Graphics	2,206.18
Verizon Wireless	179.28
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	\$27,823.60

Paid Bills

Benjamin Kalwasinski	\$ 100.00
Comcast	304.96
Highmark Blue Shield	7,630.87
PA One Call System, Inc.	48.63
Penelec	1,839.48
Peoples Natural Gas Company	225.60
REA Energy Cooperative Inc.	1,490.19
SwiftReach Networks, Inc.	1,225.00
Commonwealth of Pennsylvania	500.00
Lowe's	120.14
Norfolk Southern Railway	461.12
PA – AWWA	120.00
Pro Disposal, Inc.	142.00
PRWA	190.00
Verizon	426.85
Commonwealth of Pennsylvania	500.00
Sheetz Fleet Service	660.48
1 <sup>st</sup> Summit Bank	5,756.10
Aflac	226.22
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	\$21,967.64

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$75,247.15 (REGULAR BILLS, \$27,823.60; PAID BILLS, \$21,967.64; PennVEST, \$3,896.36 AND \$5,508.55; USDA, \$16,051.00). BOARD MEMBERS

VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Barton joined the meeting at this time.

**VII. TREASURER'S REPORT**

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE JANUARY 2016 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,473,697.34; CASH IN, \$195,755.07; CASH OUT, (\$221,472.85); ADJUSTMENT (INTEREST/MISC.), \$0.00; ENDING CASH, \$1,447,979.56. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

**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 informed the Board that a meeting was held last week with the contractor for the Sewer Authority, the Engineer, representatives from the Water Authority, representatives from the Borough, and representatives from the Sewer Authority. He indicated that he explained to those present the number of leaks the Water Authority has been addressing as a result of the Sewer Authority project. Mr. Cadwallader noted that the problem is that the contractor is not chalking under the pipes and is not getting the shell under the pipes with the correct compaction; and as a result, a belly is forming under the pipes and they are snapping. Mr. Cadwallader noted that the contractor has hit several service lines; however, the major problem is with the mains. He commented that the Water Authority just worked on a main line today; and they actually have three clamps within a five foot range and it is around a manhole that the contractor installed.

Mr. Cadwallader noted that he requested at the meeting that the contractor hold off on moving forward on the project until the Water Authority could get caught up on addressing the leaks and get water back in the tanks; and the contractor basically indicated that they were moving on with the project. Mr. Koval questioned if the contractor is responsible for breaking the lines, to which Mr. Cadwallader replied that the Water Authority was taking care of the breaks and the Sewer Authority contractor was paying for the parts only. Mr. Cadwallader pointed out that it is now becoming an over-burden on the Water Authority. He presented to the Board what it would cost for the Water Authority to go in and fix everything and bill the Sewer Authority contractor for that. However, Mr. Cadwallader explained that, if there is a mismark on the Water Authority's part, which has occurred, the Sewer Authority contractor could come back and bill the Water Authority in return. Mr. Koval questioned how many times it has been a mismark on the Water Authority's part and how many times it has been a mismark on the Sewer Authority's part, to which Mr. Cadwallader replied that it has been about seven. Mr. Koval questioned how many times we have had breaks, to which Mr. Cadwallader replied that there have been numerous breaks. Attorney Barbin noted that the Sewer Authority contractor can move faster because he is not taking the appropriate precautionary measures.

Mr. Cadwallader explained that, when the contractor is attempting to backfill, what they are doing is bringing the truck up and dumping the shale and half of the truck will go into the ditch and then

they will vibrate it. The way they are dumping and vibrating the shale is not producing the appropriate compaction under the pipe which is causing the concern. It was questioned who the contractor was, to which Mr. Cadwallader replied that it is Kukurin. Mr. Stancovich questioned, if the Authority informs the contractor that we will start billing them for the labor, materials and what it takes to fix the leak, will the contractor come back on the Authority and say that they do not want the Authority to fix the leaks and that they want to fix them. Mr. Cadwallader replied that this may occur. Attorney Barbin informed the Board that the contractor would not have the right to fix the Authority's lines. He explained that, if the Authority identifies the line properly, the contractor has the right to do the work carefully and slowly so that they do not break one of the Authority's lines. If the contractor breaks one of the Authority's lines, Attorney Barbin stated, the Authority has the right to fix it.

Mr. Cadwallader pointed out to the Board that, during the meeting with the contractor, when asked if the contractor could slow down the project until the Authority got caught up on some of the leaks, the contractor's response to Mr. Cadwallader was that, if the Authority shut the project down in order to get caught up on the leaks, the foreman would not have a job. In addition, Mr. Cadwallader commented, the contractor stated that if he does not have his employees working, they will not eat. Attorney Barbin stated that the Authority does not have the right to have the contractor shut down the work; however, the Authority does have the right to have the contractor allow the Authority to take the time to fix the pipes; and if not, perhaps the Authority should consider hiring a competitor of the contractor to fix the lines at a higher price rather than tying up the time of the Authority employees. Mr. Cadwallader informed the Board that, for the last five leaks that have been fixed, the inspector from EADS has been present; and before the ditch was filled in, the EADS inspector has taken pictures of the area; and you can see where the concern exists and that there was a gap underneath the pipe because it was not chalked appropriately underneath the pipe.

Mr. Stancovich questioned what the pleasure of the Board was, to which Mr. Koval replied that he would recommend that the Board institute the charges that Mr. Cadwallader presented to the Board. Mr. Cadwallader questioned if we should talk with the contractor first or implement what he presented, to which Attorney Barbin replied that it should be implemented. Mr. Miorelli questioned what would happen if it would become overwhelming for the Authority to continue to fix the leaks. He indicated that, if this was the case, he would agree to obtain a competitor to fix the leaks. Mr. Koval noted that this should be part of the letter the Authority sends to the contractor; i.e., that another contractor would be brought in to assist the Authority in fixing the leaks if the Authority staff cannot keep up. Attorney Barbin agreed, indicating that the Authority would reserve the right to charge the cost of an alternative contractor if this gets out of hand. He noted that the Authority has given the contractor the opportunity to present a good faith effort to protect the Authority's pipes and they have not. Mr. Cadwallader noted that there is a different foreman on the job for this project, to which Attorney Barbin commented that sometimes this does make a difference.

Mr. Kleman questioned why the Authority does not hire the inspector from EADS to monitor the contractor rather than hiring someone else. He indicated that, the inspector could then inform the contractor that when they are backfilling, it would have to be done to certain specifications; and if it is not being done to those specifications, the inspector would have the right to shut the job down. Attorney Barbin explained that it is not within the Authority's control to shut the job down as we do not have the right to control the contractor's operations. However, the Authority does have the right to charge the contractor the full cost of repair of any of the Authority's lines if they damage them. Attorney Barbin pointed out that the Authority has no contractual obligation with Kukurin as they are the contractor for the Sewer Authority and not the Water Authority. Mr. Cadwallader noted that there is an inspector on the job; however, it is an inspector for the Sewer

Authority. Mr. Kleman apologized for this misunderstanding; however, he commented that part of the inspection is compaction around the Authority's lines and this requirement has to be met by the contractor. Mr. Cadwallader noted that the compaction is around everything and he is not sure how the contractor is passing their compaction test. Attorney Barbin noted that it does not look like the compaction results are being met; and the Water Authority may want to ask the Sewer Authority to have the engineer present, to which Mr. Cadwallader interjected that this has already been done. Mr. Cadwallader noted that the engineer is working with the contractor; however, there is nothing in the contract that states that the job would be shut down if the specifications are not being met.

Mr. Koval indicated that he would make a motion that the rates Mr. Cadwallader presented would go into effect to repair the water lines that, through the actions of the contractor, were broken and, in addition, that the Authority has the right, if they cannot keep up with the breaks, to hire another contractor to assist. Attorney Barbin questioned if the Board was comfortable with authorizing the Superintendent to hire a contractor on an emergency basis to make the water line repairs, to which Mr. Stancovich replied affirmatively. Mr. Koval questioned if this would mean that Kukurin would receive the bills for those repairs, to which Mr. Cadwallader replied that the Authority staff would start taking pictures of all of the repairs that are being made so that there is documentation available when presenting the charges to Kukurin.

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY APPROVED THE IMPLEMENTATION OF THE RATES AS PRESENTED FOR REPAIR OF THE WATER LINES AND TO AUTHORIZE THE SUPERINTENDENT TO HIRE A PRIVATE CONTRACTOR ON AN EMERGENCY BASIS, IF NECESSARY, TO ASSIST IN REPAIRING THE WATER LINES. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Attorney Barbin agreed to formulate a letter to be sent to Kukurin.

Mr. Cadwallader commented that, during the recent meeting with Kukurin, Mr. Koban brought up about the blacktopping on Caldwell Avenue. It was questioned whether the blacktopping would be done from Main Street to Caldwell Avenue or from where they did the sewer line, to which Mr. Yetsko replied that the blacktopping is to be done from Main Street down Caldwell Avenue. Mr. Cadwallader noted that there was nothing else addressed in the area around the Authority office. There have not been any problems in the area around the Authority office except near the intersection. Mr. Cadwallader pointed out that on the line from the Feathers residence to the bridge, there are about 20 clamps that had to be placed. He questioned the Board, since there is going to be blacktopping done, does the Board want to look at replacing any of that line before it is blacktopped. Mr. Cadwallader noted that he understands that this was not included in the budget. Mr. Stancovich recommended that Mr. Cadwallader obtain some pricing for replacing the line for the Board to review at the next meeting; i.e., replacing the entire line, sections of the line, etc. Mr. Cadwallader questioned if there is a timeframe that the Borough is looking at for the blacktopping, to which Mr. Stancovich replied that it will be a while because once the sewer project is completed, the Borough has a storm line that has to be installed up to Main Street. Mr. Stancovich commented that Mr. Cadwallader should obtain some pricing for the Board to review at the next meeting.

Mr. Cadwallader noted that, with all of the leaks that we have experienced, especially the leak on Main Street which was a major leak, he wanted to question the Board as to the possibility of purchasing a 3" trash pump to keep up with the larger leaks. He pointed out that during the large leak on Main Street, one of the pumps went down due to a torn diaphragm. Mr. Cadwallader

commented that the diaphragm pumps are only good for 30-40 gallons per minute; and the major leak on Main Street was pushing some massive water which was shooting eight feet in the air. Mr. Stancovich indicated that we only have two pumps, both of which are very old. Mr. Cadwallader informed the Board that the pump he is looking at has one moving part in the chamber with four bolts that you can twist by hand and pull it off; and if there is anything jammed you can address it. It is a Wacker Neuson commercial pump at a cost of \$1,600. Mr. Cadwallader noted that we will be able to use all of the hoses we currently have. Mr. Stancovich stated that we definitely need the tools to do the job.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE PURCHASE OF THE WACKER NEUSON COMMERCIAL PUMP AT A COST OF \$1,600 FROM GROFF TRACTORS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

#### **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 attempted to contact Lumadue regarding the as builts, both by email and telephone; and he has not received a response. Attorney Barbin questioned what is owed to the Authority by Lumadue, to which Mr. Beyer replied that he is in need of the as builts for the Martindale transmission project and the extensions in Jamestown. Attorney Barbin questioned if someone else could complete the as builts, to which Mr. Beyer replied affirmatively. Attorney Barbin stated that this has been almost two years. He suggested that a letter be sent to Lumadue informing the firm of a deadline of when the as builts should be received; and if they are not received, the Authority will move ahead on contacting another contractor to complete the as builts. Attorney Barbin commented that Lumadue should be given a deadline of perhaps 30 days; and if not received, the Authority could hire another contractor to complete the as builts and deduct the monies from the retainage. The Board agreed that Attorney Barbin prepare the letter for Lumadue as noted above. Attorney Barbin stated that the letter will be similar to the previous letter sent to Lumadue but will include a deadline date.

Relating to the CDBG project on Mountain Avenue, Mr. Beyer indicated that Mr. Custer has advised him to schedule a meeting next month to discuss this matter.

Mr. Beyer noted that he would like to schedule a meeting with Dam Safety to discuss the reservoir. He pointed out that he had pulled together some different options, but he would like to discuss the options with Dam Safety prior to presenting those to the Board for discussion. The meeting would be held in Harrisburg. Mr. Cadwallader noted that he and Mr. Beyer discussed this matter; and it was agreed that perhaps it would be beneficial to see what options we have available and discuss the matter with Dam Safety before the Authority puts any money into raising the breast and still have an inadequate spillway. Mr. Beyer indicated that he wants to have an idea from Dam Safety as to exactly what the Authority would need to do. Mr. Cadwallader pointed out that, once this matter is addressed, the Authority can be taken off the high risk dam list. Mr. Beyer interjected that, once taken off the high risk dam list, the Authority would not have to have the dam inspected every year. Mr. Beyer explained that, if the Authority would build an adequate enough spillway, the dam could be removed from the high risk dam list.

## **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 Cooney property purchase, Attorney Barbin noted that Mr. Brown is in the process of drawing up the description of the property. Once Attorney Neugebauer receives the description of the property, we will be able to move ahead with drawing up the necessary documents for the sale of the property.

Attorney Barbin informed the Board that he was contacted by the USDA at the West Branch Sewer Authority requesting him to write up a Conflict of Interest Policy. He explained that the USDA in Washington has decided that all recipients of grants and loans have to have a Conflict of Interest Policy covering Board members, employees and advisory consultants (such as Attorney Barbin and Mr. Beyer). The Conflict of Interest Policy basically states that no Board member, employee, or consultant who provides advice to the Board will advise on contracts that benefit themselves. The USDA wants the Board members, employees, consultants, etc. to sign the Conflict of Interest Policy each year stating that they understand the policy. Attorney Barbin indicated that the USDA has approved the draft policy that was presented by the West Branch Sewer Authority, so he will be preparing a similar policy for the Municipal Authority of Portage so that it is available when requested by the USDA.

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

Mr. Barton stated that two months ago, he requested of the Board to mark some additional timber in the area where Mr. Claar was harvesting. Mr. Barton shared the tally/pricing sheet to the Board for their consideration. He commented that he showed the timber to Mr. Claar yesterday; and the pricing that he was presenting to the Board was what Mr. Claar paid under the initial agreement. Mr. Barton reminded the Board that an amendment had been made to the timber sales agreement with Mr. Claar that indicated that, if we were to mark anything separately, Mr. Claar would pay the amount per 1,000 that he paid in the initial contract. Mr. Barton informed the Board that he marked an additional 30,205 feet (220 trees), with the average being 137 board feet per tree. He commented that there were eight trees that he decided he marked a little too heavily, so those were deducted. The balance, based on what Mr. Claar paid in the initial agreement, was \$6,545.80. Mr. Claar agreed to that price today; and Mr. Barton prepared an amendment to the initial agreement for Attorney Barton's review. Mr. Miorielli questioned if this is on the same section that Mr. Claar is cutting now, to which Mr. Barton replied affirmatively. Attorney Barbin pointed out that this would be keeping the initial contract in place with only offering additional timber, so the form of the contract would be fine to include the amendment.

ON MOTION OF MR. YETSKO, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE SALE OF THE ADDITIONAL TIMBER TO MR. CLAAR AS OUTLINED ABOVE AT A COST OF \$6,545.80. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Barton pointed out that Mr. Claar is progressing very well on the sale and his work is flawless. He pointed out that the work will tighten down next week with the weather.

As it relates to the Cooney property, Mr. Barton informed the Board that he did meet with Mr. Brown this week. He will be meeting again with Mr. Brown over the weekend so that Mr. Brown is aware of precisely what we need.



## **XII. UNFINISHED BUSINESS**

- 2014 CDBG Grant

Discussed earlier in the meeting. Project ongoing.

- Employee Issues

No employee issues to be presented.

- Cemetery Road Project

Project ongoing. Mr. Stancovich questioned if there are any laterals for the services being connected, to which Mr. Cadwallader replied that the project was basically shut down over Christmas because of the weather.

- Benscreek Well Revised Quote

Mr. Stancovich reminded the Board that this is the quote that was rescinded at the last meeting. Mr. Cadwallader explained that there are two parts to the quote; one just to re-pipe and one for the addition of the acid to clean. Mr. Stancovich noted that the quote was for \$12,676.50, with an additional cost of \$3,657.28 (acid to reclean), for a total of \$16,333.78. Mr. Stancovich noted that there was \$20,000 included in the budget for this matter. Mr. Cadwallader commented that, when Eichelberger is present to complete this project, representatives from DEP (wells) and the sanatorium will be onsite.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE QUOTE FROM EICHELBERGER FOR REPAIR OF THE BENSCREEK WELL AT A TOTAL COST OF \$16,333.78. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

## **XIII. NEW BUSINESS**

- Caldwell Avenue Paving Project

Discussed earlier in the meeting; Mr. Cadwallader to obtain pricing.

- Generator Warranty

Mr. Stancovich commented that the backup generator warranty is about to expire for Benscreek. Mr. Cadwallader commented that this would be to extend the warranty program since we have the maintenance program where the generator is reviewed once a year. Mr. Stancovich commented that the following options would be available:

- Five-year, 1,500 hours extended warranty: parts, \$1,290; parts and labor, \$2,405; parts, labor and travel, \$3,340
- Ten-year, 3,000 hours extended warranty: parts, \$3,450; parts and labor, \$6,420; parts, labor and travel, \$8,900

Mr. Yetsko questioned what is currently being paid, to which Mr. Cadwallader explained that this would be to extend the existing warranty on the new generator. Mr. Cadwallader noted that we currently have only a one-year maintenance agreement with the Martindale generator. If we had a concern, the maintenance representative would come in and we would pay mileage, parts, etc. Mr. Cadwallader explained that, since the Benscreek generator is new, this is the first time we have been presented with this. Mr. Miorelli questioned how many hours per year we require maintenance, to which Mr. Cadwallader replied that it does vary. He indicated that the Martindale generator does run more than the Benscreek generator being that it is REA. Mr. Cadwallader explained that every Monday the generators exercise themselves, with both of them turning on at different intervals, run for an hour and then shut themselves down. Mr. Stancovich pointed out that the maximum extended warranty should be for 300 hours per year, to which Mr. Koval commented that the Authority would never use that. Mr. Cadwallader indicated that the only thing that has really gone out was the block heater, replacement of the batteries, and replacement of an electronic board.

Mr. Miorelli questioned the age of the generator, to which Mr. Cadwallader replied that it is two years old. Mr. Miorelli questioned the type of generator, to which Mr. Cadwallader replied that it is Owen. Mr. Cadwallader noted that he does not know what the current maintenance cost would be. Mr. Koval questioned what the five-year total would be, to which Mr. Stancovich replied that it would be \$3,340 for parts, labor and travel. Mr. Cadwallader noted that he would recommend going with the five-year plan being that it covers parts, labor and travel. Mr. Stancovich commented that he does not think we would even go over 300 hours per year. Mr. Yetsko questioned when the current warranty expires, to which Mr. Stancovich replied that it would be April 21, 2016. Mr. Koval questioned if there are any other companies that offer a warranty, to which Mr. Cadwallader replied negatively indicating that this is a factory warranty. Mr. Cadwallader noted that he would check into getting other rates being that the number of hours would be less and bring it back to the next meeting for the Board to review.

#### **XIV. GOOD OF THE ORDER**

- Fuel Tax Refund Claim

Mr. Stancovich informed the Board that the fuel tax refund claim (gas) to be submitted is in the amount of \$1,791.40. This was presented for the Board's information.

- Shawn Claar Lodging Check

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY AGREED TO DEPOSIT THE CHECK IN THE AMOUNT OF \$3,018.48 RECEIVED FROM SHAWN CLAAR LOGGING FOR THE PULPWOOD TO ACCOUNT 106.5 SAVINGS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Request for Adjustment

Mr. Stancovich commented that a request for an adjustment was received for the property at 910 Washington Avenue. There was a leak under the trailer and pit (estate of resident). The amount billed was \$262.58; and the adjusted bill was \$69.37.

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, MR. MIORELLI AND MR. YETSKO.

- Trails

Mr. Cadwallader questioned Mr. Barton if he has had any contacts relative to taking care of the trails, to which Mr. Barton replied that Mr. Helsel will be addressing the trails in the spring. Mr. Cadwallader commented that the Board had agreed at a previous meeting that it would not be signing off on any permits for either Blue Knob or Lilly to hold their runs until the trails are taken care of.

**XV. ADJOURNMENT**

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, THE BOARD ADJOURNED THE MEETING AT 7:45 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

**XVI. NEXT MEETING**

The next meeting will be held on Thursday, March 3, 2016 at 7:00 p.m.

Respectfully submitted,



Sharon Squillario  
Recording Secretary