

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, March 3, 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; Dennis Beck, Trout Run Water Shed Association.

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. Beck. Mr. Beck stated that the School District and the Trout Run Water Shed Association will be conducting Earth Day activities again this year. The event will take place on Friday, April 22, 2016. Mr. Beck commented that he was requesting the use of the Authority's trucks to pick up leaves at the Park, as well as the possibility of a tour of the plant if feasible. Mr. Stancovich indicated that action of Mr. Beck's request will be considered by the Board at this meeting.

III. CORRESPONDENCE

Mr. Stancovich noted that the following correspondence was received:

1. Literature relative to the 2016 PMAA Board member training. Courses will be conducted on March 3, March 10 and March 17. Registration forms are available at the Authority office for any Board member interested in attending.
2. L/B Water technology training program to be conducted. Information available at the Authority office for any interested Board member.

IV. APPROVAL OF MINUTES

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE FEBRUARY 4, 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

Billings Lumber Co.	\$ 17.20
Cambria Mailing Services, Inc.	78.59
Cambria Systems, Inc.	109.14
CMPA	1,000.00
Cole-Parmer	75.64
Copy Tech Office System Inc.	57.80
Damin Printing	319.00
Environmental Service Laboratories, Inc.	160.00
FWF Insurance Agency, Inc.	2,051.00
Groff Tractor & Equipment	518.02
Hite Company	243.59
John Gartland	50.00
L/B Water Service, Inc.	410.85
Long's Equipment	38.00
Ludwig Electric LLC	274.00
Mark Stancovich	50.00
Mary L Elchin	144.00
Portage Area Sewer Authority	56.89
Portage Auto Parts	253.46
Portage Post Office	147.00
Portage Service Center	731.25
Ray Oil and Gas Co	2,405.30
RDM-Johnstown LLC	170.00
Ronald J Cadwallader, Jr	20.00
Sharon Squillario	50.00
Stager's Store	82.37
Stephen F Koval	50.00
Verizon Wireless	179.28
Visa – 1 st Summit	166.57
36 Consumer Deposit Returns	2,729.33
	<u>\$12,638.28</u>

Paid Bills

Stager's Chevrolet Co.	\$ 3,066.16
Business Records Management	30.00
PA One Call System Inc.	40.64
Comcast	290.69
Highmark Blue Shield	7,312.08
Penelec	1,336.03
Peoples Natural Gas Company	333.93
REA Energy Cooperative Inc	1,281.19
Aflac	226.22
Pro Disposal, Inc.	142.00
Sheetz Fleet Service	237.32
Verizon	438.31
	<u>\$14,734.57</u>

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$52,828.76 (REGULAR BILLS, \$12,638.28; PAID BILLS, \$14,734.57; 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.

VII. TREASURER'S REPORT

ON MOTION OF MR. GARTLAND, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE FEBRUARY 2016 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,447,979.56; CASH IN, \$249,131.93; CASH OUT, (\$222,202.76); ADJUSTMENT (INTEREST/MISC.), \$0.00; ENDING CASH, \$1,474,908.73. 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 there is a homeowner who has property on Mitchell Road, and the property owner's son wants to build a house below the property owner. The property owner has a line that runs the length of Mitchell Road; and he would like to have his son tie onto the line. Mr. Cadwallader informed the property owner of the new policy; and the property owner had questions so Mr. Cadwallader informed the property owner that he would bring it back to the Board for discussion. Mr. Cadwallader pointed out that what we have done in the past is attempt to steer away from this because you end up with a meter in one location and a meter in another location and you then are looking at subtraction matters with the bills. Mr. Cadwallader noted that he would also question whether this could be done with an EDU being that it is another structure. Attorney Barbin replied that it would be owned separately and mortgaged separately and can be divided; and once divided, when there is a leak in the line and one person is paying, it really creates an impossible situation because one person is paying the bill and one person is not and how do you turn the water off.

Mr. Koval pointed out that he thought it was the Authority's practice that you would have to have separate taps, to which Mr. Cadwallader stated that this is correct. Attorney Barbin questioned how long the line is, to which Mr. Cadwallader replied that it is approximately 100 – 150 feet up to the property owner's house. Attorney Barbin commented that this would not result in that much of an expense. The property owner could put a separate tap and a separate meter where his house is. For a small diameter pipe, you would not be imposing a large hardship on the property owner to follow the Authority's standard rule. The Board agreed that the Authority has a policy in place and we should abide by it.

Mr. Cadwallader apprised the Board that the Benscreek plant received an AWOP Award that will be presented at the upcoming PRWA Conference on Thursday, March 31. At the present time, there will be no one attending the conference to accept the award; however, there will be two employees who will be attending the conference on Friday, April 1 to take a test.

Mr. Cadwallader stated that he received a request from the Scagburners Snowmobile Club (Scott Randall). The Club is in the process of applying for a grant and they need their land lease agreement with the Authority renewed. Mr. Koval questioned if this is an ongoing lease, to which Mr. Cadwallader replied affirmatively. Mr. Cadwallader commented that he included a copy of the old land lease for review, as well as the proposed new document. Mr. Stancovich commented that this matter would be addressed under Good of the Order. Attorney Barbin reviewed the agreement at this time.

Mr. Cadwallader noted that the Board members should have received prior to the meeting a copy of the quote to replace the lines from Main Street down to Stombaugh's. The total cost estimate is \$160,000. The only addition would be one new hydrant at Stombaugh's to eliminate a blowout and to provide fire protection at the bottom (the next nearest hydrant would be at Hammer Street). Mr. Koval questioned if this would be to replace the line, to which Mr. Cadwallader replied affirmatively. Mr. Cadwallader indicated that the quote he provided would be everything that would be needed to complete the project. As it relates to the blacktopping price included in the quote, Mr. Cadwallader noted that he was providing the best quote he could until the staff can dig. He stated that he is looking at going 24" across, but with the sewer line project and all of the shale that would be present, it could break off. Mr. Cadwallader indicated that he does have extra money under Miscellaneous in the budget for the project. He will be replacing the lines with ductile iron pipe, which is easier to locate and listen on for leaks, as well as being more durable. Mr. Cadwallader stated that the only item not included is a possible charge from DEP being that we will be stepping the pipe from 4" to 6". Mr. Koval commented that we should not have any concerns from DEP being that we will be improving the capacity.

Mr. Yetsko questioned the timeline for the project, to which Mr. Cadwallader replied that it will most likely take approximately four months to complete being that we will need to complete the Cemetery Road project first. Mr. Koval commented that the Cemetery Road project needs to be the first priority in order to get it completed, to which Mr. Cadwallader agreed. Mr. Cadwallader pointed out that another item to consider is that the Caldwell Avenue project will require the use of the entire staff to complete the project in that there will need to be one person digging, two people in the ditch laying the pipe, one person backfilling, one person cleaning up, one person running truck, etc. He pointed out that he also included in the quote the use of three part-time people to help out as well. Mr. Cadwallader emphasized that this project is going to be similar to the Route 53 project. Mr. Stancovich stated that the project will have to be completed before the paving starts in the fall, to which Mr. Cadwallader interjected that he does not feel we will meet that deadline. Mr. Stancovich commented that he does not think that the Borough will push off the paving of Caldwell Avenue for another year. Mr. Miorelli stated that we would not want to have the project partially completed before the blacktopping takes place and then have to tear the road up again. Mr. Cadwallader stated that we could put this project out to bid; however, we would then be looking at prevailing wages which would probably quadruple the cost of the project.

Mr. Koval questioned how long it will take to complete the Cemetery Road project, to which Mr. Cadwallader replied that, providing nothing goes wrong and there are no other concerns throughout the town on lines, we would probably be looking at two weeks. Mr. Stancovich pointed out that to get the Caldwell Avenue project done before the blacktopping in the fall, the staff is still going to have other duties as well. We will have to devote all of the staff for this project, but we cannot guarantee they will be available. Mr. Cadwallader agreed, pointing out that there will be one calls that will need to be addressed, samples, checking on the tank, turn-ons and turn-offs, water delinquents that will be coming out in April, etc. Mr. Stancovich commented that he was not questioning that we could not physically do it, but it really is not

good timing. Attorney Barbin pointed out that it would also be difficult to hire several part-time workers because it would be difficult to supervise them properly, to which Mr. Cadwallader agreed stating that you would have to have at least one employee with them at all times.

Mr. Stancovich questioned if anything has been stated as to what part of Caldwell Avenue is more important than the other. He stated that the Borough did talk about putting a storm line in from the Caldwell Avenue bridge up. Mr. Cadwallader replied that from the intersection outside of the Authority office, there is no concern until you are at Blair Street; and the major concerns are from Blair Street down. Mr. Koval questioned if it would take four months from Blair Street down, to which Mr. Cadwallader replied that the entire project would be four months.

Mr. Koval questioned if there would be any grants available to apply to the project, to which Mr. Cadwallader replied that there would not be. Mr. Cadwallader explained that, even if there was a grant available, until we would apply for it, we would not be hitting the timelines that we are under. Mr. Cadwallader pointed out as well that, if we get into any rainy weather, it will cause some concerns and delay the project as well. Mr. Miorelli stated that if we have a very hot summer, that will cause concerns as well. Mr. Koval questioned if the concerns are bad enough that the project needs to be completed this year, to which Mr. Cadwallader replied that, if we do not do it this year, he would suggest that we project segments of the project to be completed over the next couple of years.

Attorney Barbin pointed out that Mr. Cadwallader really needs to speak to the Borough to determine what the blacktopping schedule is going to be and if there could be any partial satisfaction. Mr. Stancovich agreed indicating that Mr. Cadwallader should speak with Mr. Koban to determine what the Borough's plans are. Attorney Barbin stated that Mr. Cadwallader should also determine if there is the possibility of making the project smaller in order to get the project done. Mr. Cadwallader stated that this would all be determined by whether the Borough would be installing the storm line or not. Mr. Stancovich stated that Mr. Cadwallader could also determine if the Borough would split the blacktopping from the bridge down or not. Mr. Cadwallader noted that what he presented in the quote is what the total cost would be. He does have information available on the cost of the curb boxes, saddles, etc., so it would be easy enough for him to break the project out in sections.

Mr. Barton joined the meeting at this time.

As it relates to the generator warranty as discussed at the last meeting, Mr. Cadwallader informed the Board that he spoke with the representative from Cummins Bridgway who built the generator. He asked the representative what the cost would be if the water pump broke, to which the representative replied that the labor costs alone would be between \$1,200 - \$1,300. Mr. Cadwallader further questioned the representative on the costs if there were concerns with the computer board, to which the representative replied that, just for the computer board without installation, it would be \$4,000. Therefore, Mr. Cadwallader replied, for what it would cost for the warranty, he would think we would want to take the warranty for three years to cover the parts and labor. Mr. Miorelli commented that there is 1,500 hours on one of the generators, to which Mr. Cadwallader replied that this would be the Martindale generator, but it would be 1,500 hours since it was installed in approximately 1997. There have not been any real problems with this pump; and Cummins Bridgway comes in and does the general maintenance.

Mr. Stancovich noted the following options, which were presented for consideration at the last meeting regarding the generator warranty:

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

Mr. Cadwallader pointed out that, if you considered the water pump going bad, to replace this without the warranty, it would be between \$1,200 - \$1,300, so this would be almost one-half of what we would be paying for the five-year warranty; and if you would consider the replacement of the computer board, the warranty cost would be less than the full replacement. Attorney Barbin questioned if this would include the routine maintenance, to which Mr. Cadwallader replied negatively, noting that there is a separate agreement for the routine maintenance. Mr. Cadwallader replied that the representative is now located in Altoona, so the travel time cost will be better than we had in the past where the representative was traveling from Pittsburgh. Mr. Stancovich stated that the generator was installed in April of 2014. Mr. Cadwallader commented that the new generator included a two year warranty, which will expire in April.

ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO EXTEND THE WARRANTY ON THE GENERATOR FOR A FIVE YEAR PERIOD, 1,500 HOURS, PARTS, LABOR AND TRAVEL, \$3,340. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

As it relates to the flat valve at the Benscreek plant, Mr. Cadwallader explained that there is a piece of pipe that comes out of the plant into the lagoon. There is nothing on the pipe to physically stop air from coming from there back into the plant. The flat valve is basically like a check valve. Mr. Cadwallader shared an example of an HDPE valve that sits on angle. It closes on its own and it is weighted. When water comes in, it physically opens up and lets the water come through; and when it is done, it closes itself. In this way, Mr. Cadwallader explained, you do not have the big rush of air in the winter time blowing up into the plant; and you do not have the chance of any animals getting into the piece of pipe and coming into the plant. Mr. Miorelli questioned if all of the backwash would go into this and would be exercised regularly, to which Mr. Cadwallader replied affirmatively.

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY APPROVED THE PURCHASE OF A 16" FLAT VALVE AT A TOTAL COST OF \$1,440 FOR THE BENSCREEK PLANT, TO BE TAKEN OUT OF THE BENSCREEK MAINTENANCE ACCOUNT. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Cadwallader presented to the Board information on a proposed piece of property in Miller Shaft to be a possible location for the pipe yard. The property is located behind the Township building and is owned by Paul Cooney, who is willing to sell whatever acreage the Authority would want. Mr. Cadwallader shared a picture of the proposed property. He explained that he was looking at access to the property through the Township Building area; however, the Township has not finalized plans for their new building and he is uncertain as to their access. With this proposed access, Mr. Cadwallader pointed out, if you look down through the property you see chain linked fences which the property owners have installed, as well as cars, boats, buildings, stacked wood, etc. Therefore, he went above the last house on the end of Miller Shaft Road where there is a cul-de-sac and the area where the new sewer line was recently

installed. If you look at this area of ground, it would be a two acre site with the potential for a lot of expansion.

Mr. Cadwallader explained that for many years the Authority has been looking for property for a proposed pipe yard because the Ambulance Association wanted to purchase the property that is currently being used for the pipe yard. Mr. Cadwallader has talked with Mr. Rimini; and the Ambulance Association is willing to work with the Authority in this regard. The cost to purchase the property from Mr. Cooney would be \$1,000; and the County would waive the fee to the Planning Commission. There would also be the cost for the subdivision that we would have to do with the Portage Planning Commission and the Township, which would be a \$55 fee for each. Mr. Cadwallader noted that we would also have to have a survey of the property done. Mr. Koval questioned what the worth of the property is beside the ambulance building, to which Mr. Cadwallader replied that, an approximate cost of the proposed property could be \$2,500, which would include the cost of the survey of \$1,300. He stated that Mr. Rimini has indicated that he did not think this would be a concern. How it would work is that the Ambulance Association would actually purchase the property and then we could flip the properties. Mr. Koval stated that actually this would be no cost to the Authority, to which Mr. Cadwallader replied that the only cost would be the installation of fencing, but this could be done in sections. Mr. Stancovich stated that he would be in favor of moving forward. Mr. Stancovich commented that we should obtain a price for the survey and then approach the Ambulance Association. Mr. Cadwallader noted that he does have a call into the Conservation District because there is some boney on the land; and we would have to determine, if the boney remains on that piece of property, can it be leveled off.

THERE BEING NO OBJECTIONS, THE BOARD MEMBERS AGREED WITH MOVING FORWARD ON THE PROPERTY AS NOTED ABOVE.

Discussion took place relative to the right-of-way access to the property.

IX. ENGINEER'S REPORT

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

As it relates to the Martindale transmission line, Mr. Beyer reported that a letter was sent to Lumadue; however, he has not received a response to date. Attorney Barbin noted that he has not received a response either.

Mr. Beyer apprised the Board that on Wednesday, March 9, 2016, he will be meeting at 10:00 a.m. in Harrisburg with DEP and Dam Safety. Mr. Cadwallader will also be attending the meeting. Mr. Beyer stated that discussions at the meeting will take place regarding the improvements to the spillway and what needs to be done. He indicated that if any Board member is interested in attending, they can meet him in Bedford at 8:00 a.m.

X. SOLICITOR'S REPORT

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

As it relates to Lumadue, Attorney Barbin indicated that he had stated in the letter that Lumadue had until March 8 to submit a response. Attorney Barbin apologized noting that he mistakenly thought the Water Authority Board was meeting on March 10. He pointed out, however, that there is no reason that the Board could not take action to obtain another contractor to complete

the as built if a response is not received from Lumadue by March 8 (conditional approval). Attorney Barbin indicated that he would suggest that the Board request a quote from EADS and one other independent organization and bring it back to the Board for approval at the April meeting.

Attorney Barbin reported that he did send the letter to Kukurin following discussion at the last meeting. Kukurin did respond to the letter proposing that Kukurin and the Authority review each break and determine whose responsibility it is. Kukurin stated in the letter that the Authority's pipes are old and brittle and that Kukurin should not be held responsible for the standard construction techniques. Attorney Barbin indicated that Kukurin's statement is not correct in that they do need to protect the Authority's pipes. If we locate them properly and they are broken during the project, Kukurin has to be held responsible.

As it relates to the Cooney property purchase, Attorney Barbin noted that Mr. Barton dropped off the maps that were prepared by Mr. Brown, so we will now be able to move forward with drawing up the necessary legal documents for the sale of the property. Mr. Barton noted that there are 10 copies of the maps; and they will all have to go to Mr. Neugebauer because it is subdivision; and then they will have to go to the Planning Commission. Mr. Cadwallader noted that the Authority officers have signed the necessary paperwork; and the Township has the paperwork to sign off as well. Mr. Barton interjected that the Township will have to sign off on the maps as well after Mr. Cooney signs off. Mr. Barton stated that, if acceptable, he will obtain all of the necessary signatures, to which the Board agreed.

XI. FORESTER'S REPORT

Mr. Barton apprised the Board that Mr. Claar should finish up the timber sale by the end of the week or early next week at the latest. He noted that he received a check from Mr. Claar today for the additional cut, which he delivered to the Authority office. Mr. Barton stated that the check includes an additional \$500 over and above what was priced in the agreement being that there were 10 ash trees that were not noticed when the marking was done across the stream, so these were added for the next block. Mr. Barton emphasized that Mr. Claar's work is exceptional; and he will probably wait until the weather is drier before doing the final cleanup. Mr. Barton is not sure if Mr. Claar will start the next block immediately or not because he does not want to be on the watershed while the spring breakup is occurring.

As it relates to the Cooney property, Mr. Barton informed the Board he did work very closely with Mr. Brown in preparation of the map. Essentially, he pointed out, what the Authority is purchasing is everything north of the Portage Pistol Club property and south of the large power line. The Authority's initial proposal to Cooney was to include seven to eight acres north of that; and Mr. Cooney initially approved that. The description was done to include that; however, there was a subdivision that was done prior to the wind farm. Mr. Cooney did not remember this; and if it had not been on another map that Mr. Barton had from the wind farm, we would not have known about this. When it was called to Cooney's attention, Mr. Ambrusco called and said that, because of the lease, Cooney cannot sell any land north of that but the Authority can use the road to access the property but they could not sell any property north of the powerlines. Because of this, Mr. Barton pointed out, he made the decision that we do not want the property north of the power line and made the boundary line southbound of the power line. He stated that the survey is available for review by the Board.

Mr. Barton stated that the maps now need signed by Cooney and he will then take them to the Township and the Planning Commission for signature. Mr. Barton commented that he did spend some extra time in researching the deeds for Mr. Brown, so his billing to the Authority will

be slightly more than usual. He noted that the total acreage that the Authority will be purchasing would be 227.67 acres. Attorney Barbin questioned if Cooney was still agreeable to the \$200,000 purchase price, to which Mr. Barton replied affirmatively. Mr. Barton stated that the purchase will allow the Authority access to the entire length of the wind farm road.

Mr. Miorelli questioned if Bob's Creek is on this side, to which Attorney Barbin replied that this would all be in the Benscreek water shed. Other parts of the land the Authority owns go over Bob's Creek but not this property. Mr. Miorelli questioned if we will be cleaning up the upper road, to which Mr. Barton replied that this was discussed in conversations. Attorney Barbin commented that he believes this was part of the plus and minuses of the extra acreage, to which Mr. Barton interjected that, if this is the case, we will be cleaning it up. Mr. Barton noted that Mr. Brown had requested that he and Mr. Beyer locate the boundary line and rough it in in the field, so that area is flagged and painted in the field. Mr. Beck questioned how much garbage is on the road being that he could assist if possible during Earth Day as they do get a dumpster free of charge from Pro Disposal, to which Mr. Miorelli replied that there is probably three to four triaxle loads that would need removed. Mr. Beck stated that he could get labor to assist if needed in the removal.

Mr. Beck departed from the meeting at this time.

Mr. Barton commented that, when he was involved when the wind farms were installed, they did have a company that went up and went through the items to ensure that was nothing hazardous; and they did sign off at that time that there were no hazardous materials present (paint cans, oil buckets, etc.). Mr. Miorelli commented that there are some old tires in the area, and this may be a concern. Mr. Barton commented that there was a lot more involved from Mr. Brown's end in the work he performed because of what we found of what was going on with the leases. Mr. Brown wanted to make sure, for everyone's sake, all of the appropriate documentation was available, so it was more than just drawing up a description of the property. Attorney Barbin noted that the Authority needed a meets and bounds to put into a description of the property, so Mr. Brown provided what was needed. Mr. Barton commented because it ended up to be a subdivision and not a land sale, Mr. Brown had to provide some additional information as well.

XII. UNFINISHED BUSINESS

- 2014 CDBG Grant

Discussed earlier in the meeting. Project ongoing.

- Cemetery Road Project

Project ongoing.

- Kukurin Letter

Addressed under Solicitor's Report.

- Caldwell Avenue Project

Discussed under Superintendent's Report.

- Generator Warranty

Discussed under Superintendent's Report.

XIII. NEW BUSINESS

- Benscreek – Flat Valve

Discussed under Superintendent's Report.

- Scagburners Snowmobile Club

Discussed under Superintendent's Report. Attorney Barbin noted, as the Board was addressing matters, he did review the document; and it is an acceptable document. However, he would think we should include a minimal amount for the liability insurance. Attorney Barbin commented that he was looking for the fact that the Authority has the right to cancel the agreement with thirty (30) days' notice. Mr. Stancovich questioned if the Authority should include a minimal insurance amount, to which Attorney Barbin noted that he would think that a minimum requirement for liability insurance would be \$250,000 because the Municipal Tort Claim Act limits a governmental agency to \$250,000.

ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY APPROVED THE SCAGBORNERS SNOWMOBILE CLUB LAND LEASE AGREEMENT, CONTINGENT ON THE ADDITION OF A MINIMAL AMOUNT OF LIABILITY INSURANCE OF \$250,000. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Barton commented that he did provide to the Scagburners Snowmobile Club a map of the trail system on the areas they are allowed to trail. Attorney Barbin indicated that the form the group is asking the Authority to sign indicates that the Authority reviewed the grant application they would be submitting. Mr. Cadwallader noted that we do have a copy of the grant application available for review. Attorney Barbin stated that the grant application should include a plan; and the Authority should review that as well. Mr. Barton agreed in that we would not be giving the club access to the entire water shed; the group is coming to the Authority with a very specific route they want to travel over. Mr. Miorelli questioned if this would put the group in conflict with the ATVs, to which Mr. Barton replied negatively. Mr. Miorelli commented that something has to be done with the damage that has been caused by the ATVs. Mr. Cadwallader commented that any agreements with the agencies on ATV runs have been put on hold until they meet with the Authority. Attorney Barbin stated that the snowmobiles will not cause the damage that the ATVs do because they would be traveling on snow.

- Earth Day

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY APPROVED THE REQUEST FOR THE USE OF THE AUTHORITY'S TRUCKS TO HAUL LEAVES FROM THE PARK FOR EARTH DAY AS REQUESTED BY MR. BECK EARLIER IN THE MEETING, AS WELL AS A TOUR OF THE PLANT IF POSSIBLE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

XIV. EXECUTIVE SESSION

ON MOTION OF MR. GARTLAND, SECONDED BY MR. YETSKO, THE BOARD WENT INTO EXECUTIVE SESSION AT 8:00 P.M. TO DISCUSS PERSONNEL MATTERS.

XV. RECONVENING INTO REGULAR SESSION

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD RECONVENED INTO REGULAR SESSION AT 8:35 P.M.

XVI. NEW BUSINESS (CONT'D.)

- Water Usage – Historical Society

Mr. Stancovich noted that no action was taken at the last meeting relative to the request received from the Historical Society on water usage. Mr. Cadwallader noted that most of the Society's bills are minimum bills; and they were asking for no charge for water usage. Mr. Koval suggested that the information be brought to the Board for the next meeting and we could always credit it back to the Society after a decision is made. Mr. Cadwallader questioned if the Society is open only in the summer months, to which Mr. Yetko replied negatively indicating the building is open at different times throughout the year. Mr. Miorelli commented that they do hold book sales once a week. Mr. Cadwallader indicated that, it would be a decision of the Board, but he would suggest that for those times there is no one in the Historical Society building and there are no functions, we could turn the water off, to which Mr. Koval replied that we may then be turning off the water once a week. Attorney Barbin stated that free service is never a good idea. He questioned if the Ambulance Association pays a water bill, to which Mr. Cadwallader replied affirmatively. He explained, however, that this was not the case in the past. Mr. Koval pointed out that we provide water usage to the Park; however, we do place a cap on it. Mr. Cadwallader stated that we do provide usage to the Borough shed, the mini-park and the bay at the Fire Company.

Attorney Barbin pointed out that, due to a change in the laws, municipal authorities are allowed to make a contribution of \$1,000; and it would be better to make a contribution equal to the annual bill. Mr. Yetko questioned how much the Historical Society pays per year, to which Mr. Cadwallader replied that he does not know the total but that the Society does pay a minimum bill. Mr. Koval noted that the Board cannot make a decision on the cost of the sewer, which is probably \$250. He commented that perhaps the Authority could make a donation at the end of the year based on the Society's usage per year, to which Attorney Barbin agreed.

The Board agreed that action on this request will be taken at the next meeting once information is presented relative to annual water usage.

XVII. GOOD OF THE ORDER

- AWOP Award

Discussed under Superintendent's report. Mr. Stancovich noted that a letter was received from PRWA relative to a schedule of events for the annual conference. He noted that the Benscreek Plant would be receiving an award. If any Board member is interested in attending the event, they were asked to contact Mr. Cadwallader.

- Requests for Adjustments

Mr. Stancovich presented the following requests for adjustments:

- ✓ 1008 Jefferson Avenue: pipe in wall in bathroom broke and has been fixed. Amount billed, \$318.50; average bill, \$21.07; adjusted bill, \$80.55.

ON MOTION OF MR. KOVAL, SECONDED BY MR. YETSKO, 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.

- ✓ 608 Orchard Street: furnace quit working and pipes broke. Amount billed, \$1,066.25; average bill, \$21.07; adjusted bill, \$230.10.

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, 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.

- EMC Insurance Dividend Check

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DEPOSIT THE EMG INSURANCE DIVIDEND CHECK IN THE AMOUNT OF \$1,844.80 INTO ACCOUNT #106.5 SAVINGS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Checks Returned to Consumers and Unclaimed Property

Mr. Stancovich reported that the amount to be returned to the State would be \$1,025.24. The amount to be returned to customers would be \$2,729.33; and the amount to be sent to the Sewer Authority would be \$56.89.

ON MOTION OF MR. YETSKO, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE ABOVE CHECKS RETURNED TO CONSUMERS AND UNCLAIMED PROPERTY AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Sean Claar Logging

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DEPOSIT THE CHECK RECEIVED FROM SEAN CLAAR LOGGING IN THE AMOUNT OF \$7,045.80 INTO ACCOUNT #106.5 SAVINGS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

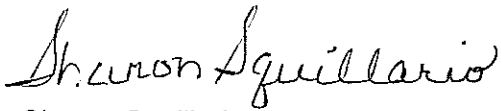
XVIII. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD ADJOURNED THE MEETING AT 8:50 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

XIX. NEXT MEETING

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

Respectfully submitted,



Sharon Squillario
Recording Secretary