

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, June 2, 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: Ron Cadwallader, Supervisor; Attorney William Barbin, Solicitor; Joe Beyer, The EADS Group; Ron Portash, Mainline Newspapers; Ed Helsel, Allen Stombaugh, Bill Decorsio, Chuck Salyards and Caleb Salyards, Blue Knob Fire Department; Jim Noel and Chet Strittmatter, Jamestown Rod & Gun Club.

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 the representatives from the Blue Knob Fire Department. Mr. Helsel stated that the representatives of the Blue Knob Fire Department were present at tonight's meeting to attempt to "mend some fences" and get things right with the Water Authority. He commented that last month there was a lack of communication on the part of the Fire Department in having someone present at the Authority meeting. Mr. Helsel stated that he understands the Authority's feelings about that, but the Fire Department has and still does appreciate the Authority allowing the Fire Department to use the Authority's property for its four-wheel fundraisers. Mr. Helsel noted that the representatives of the Fire Department were present at this evening's meeting to offer anything they need to do relative to rectifying the situation. He indicated that a couple of years ago the group had discussed doing something with the property; and Mr. Barton was to get in contact with a contractor to do the maintenance and the Fire Department would pay for any repairs.

Mr. Helsel stated that the Fire Department would like to get back on the same page with the Authority because the lack of representation at last month's Authority meeting looked bad on the Fire Department's part. Someone from the Fire Department not being present at the last meeting, Mr. Helsel commented, was a lack of communication or miscommunication which made the Fire Department look very unorganized and unprofessional; and the Fire Department apologizes for that. Mr. Helsel pointed out that he realizes pictures were taken of the damage to the Authority's property; and the Fire Department agrees that this is unacceptable and the Fire Department takes responsibility. He noted that if there is anything that the Authority knows that the Fire Company can do, they are willing to do so. Mr. Helsel indicated that it would probably be better if the Authority has a contractor look at the area and have them do the work with the Fire Department paying for the repairs.

Mr. Stancovich pointed out that it is his understanding that, even though there was no approval from the Authority for the last ATV run, it was still held and there was access to the Water Authority's property. This was not witnessed first-hand, but there are multiple pictures available of damage that was done to the Authority's property. Chuck Salyards questioned if the damage

is done on the Water Authority's property, to which Mr. Stancovich replied affirmatively. Mr. Cadwallader and Mr. Miorelli explained where the damage to the property was, and Mr. Chuck Salyards indicated that the areas that were explained would be on Helsel's property. Mr. Miorelli commented that there was also some damage behind the Herman property, which is Authority property. Mr. Stombaugh pointed out that the Fire Department redid the entire trail; and as far as he knows, it was off of Water Authority property. He explained that he rides in that area a lot; and on any given weekend, there are at least 30 people riding in that area. On the days that runs were held, Mr. Salyards stated, in the area near the reservoir which he was patrolling, he would keep everyone away from the creeks as best as possible. At different times, he would approach people that did not have the Fire Department's tags on; and they were local people down toward the dam that indicated they were allowed to be there. He told the people that the Fire Department had the lease of the property for the day and asked them to stay out of the water. Mr. Salyards emphasized that more than one time there has been a gathering of 30 – 40 people not affiliated with the Fire Department in the area and telling the Fire Department that they cannot do anything with them being in the area because they are from Portage and can be on the Authority's property. Each year at the time of the runs, Mr. Salyards pointed out, he puts caution tape on the route of the trail; and he asked everyone to stay on the trail. Mr. Stancovich commented that he understands that there are jumpers that enter the property on the day of the runs.

Mr. Stancovich emphasized that it is the Authority's responsibility to protect the watershed. The water that comes to the Portage area comes from the property that is being rode on during the ATV runs. He explained that to put 1,000 ATV's or four-wheelers is hard on the property, especially if it rains when everything turns to mud. Mr. Cadwallader commented that the biggest problem is anything on the Benscreek side, for anything that gets near the water, if you get a good rain, whether the people are near the creek or not, the reservoir fills up with silt. The Authority then has to shut the reservoir off for three to four days until it clears up. Mr. Decorsio indicated that, with all of the rain we have had recently, it would have been a mess if the group had stayed on the normal trail during the most recent run. He noted that, in the future, the Fire Department is going to attempt to keep the trail on other properties and stay off of the Authority's property, understanding the needs of the Authority. However, the Fire Department may have to use a small piece of the Authority's property to get from one area to another; they would not use any of the existing bridges or anything, but just an edge of the Authority's property. Mr. Decorsio commented that the Fire Department will attempt to come up with other alternatives and would show the Authority what they are planning prior to the next ATV run. Mr. Caleb Salyards indicated that at the end of Deep Hollow, where the pipeline comes together at the big bridge, the ATV run will stay away from that area because anywhere they go in that area there is no way to get around the mud. He pointed out that this is a hard area to skip since it is a main access, but the Fire Department will do its best to stay away from the creeks and areas that have been problematic in the past. Mr. Salyards commented that the trails do not run the property lines, so if they are hitting in and out of the Authority's property, they will need some time to check the trails. He noted that they added 20 different miles, but they thought they were off of the Authority's property; and if they need to do any crossings in the future, they will keep it at the edge of the Authority's property. Mr. Miorelli commented that at one time, it was all quads; however, now there are the side-by-sides, which are wider, harder to handle and heavier, which do cause more damage to the property.

Mr. Decorsio explained that these fundraisers are major for the Fire Department; and the Fire Department could not survive without the ATV runs. He noted that the Authority has been part of this in a big way; and the Fire Department is very appreciative of this. Mr. Decorsio noted that he understands that things change and there are different types of vehicles that may cause different types of damage, but this is why the plan is to hopefully stay off of the Authority's

property as much as possible. If this is not possible, then the Fire Department would come back to the Authority so there is minimal damage.

Attorney Barbin questioned, in the meantime, would the Blue Knob Fire Department be willing to work with Mr. Barton and pay a contractor to have repairs done, to which Mr. Salyards replied affirmatively. Mr. Yetsko commented that he is not aware of any repairs that have been done in the past. Mr. Salyards noted that the Fire Department agreed to have the repairs done, but they have not been done. Attorney Barbin stated that he heard the representatives of the Fire Department say that they would agree that we have Mr. Barton obtain a contractor, scope out the work, get a price, confirm the price with the Fire Department and that they would pay for it, and then have the contractor complete the work. Mr. Yetsko commented that he understands from what has been stated at this meeting is that the Fire Department is going to re-route their runs so that they do not enter the Authority's property. Mr. Caleb Salyards noted that the Fire Department is going to attempt to re-route the run so that they minimize the use of the Authority's property. Mr. Stombaugh commented that the Fire Department will attempt to do everything it can so that they do not have to utilize the Authority's property for the runs.

Mr. Stancovich emphasized that the Authority is definitely not against any type of fundraiser that the Blue Knob Fire Department would have; however, at the end of the day, the Authority is ultimately responsible for its water supply between the runs that the Fire Department holds. Mr. Miorelli pointed out that representatives from the Fire Department were requested to be present at previous meetings of the Authority but no one showed up. Mr. Caleb Salyards replied that the lack of representation by the Fire Department at the last Authority Board meeting was definitely a miscommunication on the part of the Fire Department and the cancellation at the last minute of the individual that was to be present. Mr. Yetsko pointed out that the Board, at the last meeting, passed a motion that the Fire Department should not be on the Authority's property. Mr. Caleb Salyards responded that representatives from the Fire Department did speak with Mr. Cadwallader the day before the run and it was agreed that the ATVs would not be on the Authority's property; however, from what has been stated at the meeting this evening, apparently the Fire Department was on a piece of the Authority's property. Mr. Miorelli stated that it was his understanding that the Fire Department attempted to rectify the concern by strictly keeping the run in Blair County property, to which Mr. Caleb Salyards replied that the Fire Department was not attempting to just go with Blair County but they were attempting to keep the run off of the Authority's property. He explained that the Fire Department went from having 38 miles of trail on Thursday morning to then Friday morning only crossing the Authority's property to get to other properties. By doing this, they lost one-half of their trail (20 miles), so with the help of neighbors and others, they were able to come up with another 15 miles, some of which included more loops than were normally done. Mr. Salyards explained to the Board that the Fire Department had individuals coming from a number of states for the run, so it would have been difficult to cancel the run at the last minute; however, they did everything they could to rectify the Authority's concerns and to not enter the Authority's property.

Mr. Stombaugh stated that the representative from the Fire Department that was to be present at the last meeting did not notify any other member of the Fire Department that he would not be attending the meeting; and that representative has since resigned from the Fire Department. He emphasized that the Fire Department had no intent to be disrespectful; and when the other representatives of the Fire Department Board realized this the next day, they were actually embarrassed that this occurred. Mr. Yetsko questioned Mr. Cadwallader regarding his feelings on this situation, to which Mr. Cadwallader replied that he would like to see everything rectified so that it takes the burden off of the reservoir. Attorney Barton stated that the Fire Department has offered to do this and we should move forward, to which Mr. Yetsko interjected that the Fire Department has offered to do the same thing after the last couple of runs; however, no repairs

were made. Mr. Decriscio pointed out that the Fire Department basically left this in the Authority's court in that Mr. Barton was to get in touch with a contractor in the past and that the Fire Department would pay for any repairs. Mr. Caleb Salyards commented that this may have been another miscommunication on the Fire Department's part. Mr. Cadwallader stated that all of the burden should not be placed on Mr. Barton; however, he would like to suggest that the Fire Department come up with a contractor and meet with himself and Mr. Barton. Mr. Chuck Salyards replied that the Fire Department would want to have Mr. Barton involved because he is more familiar with the area. Mr. Cadwallader noted that the Fire Department could designate a contractor to meet with Mr. Barton and himself. Mr. Stombaugh stated that the use of Mr. Shawn Helsel would be fine with the Fire Department. Mr. Cadwallader suggested that the Fire Department contact Mr. Shawn Helsel to meet with himself and Mr. Barton to address the repairs.

Mr. Stombaugh pointed out that, regardless of what takes place in the future, the Blue Knob Fire Department wants to make things right with the Water Authority. In the future, the Fire Department may or may not use any of the Authority's property; however, the Fire Department wants to make sure they are right with the Board with everything. Another concern would be with the bridges on the property that are used for the runs and whether the Authority would want them left on the property or removed. Attorney Barbin pointed out that what he understands is that the Fire Department would fix the problem without a commitment to the future, which is a fair and honorable thing. Mr. Helsel questioned if what he is hearing is that the Authority does not want the Fire Department on the Authority's property at all, to which Mr. Yetsko replied that this has caused the Authority a lot of harm and money by the damage to the Authority's property. Mr. Chuck Salyards replied that it would be the east side of the property to go through the Authority's property to get to the Helsel property, so this means that the Fire Department may need some kind of access around the outside edge of the Authority's property. Mr. Miorelli suggested a route that could be used in the future; and Mr. Cadwallader shared a map of what Mr. Miorelli was referencing. Discussion took place relative to the possible route for future runs to keep away from the Authority's property.

Mr. Stancovich questioned when the date of the next scheduled run was for the Fire Department, to which Mr. Caleb Salyards replied that it will be held on August 13. Mr. Stancovich noted that this would give the Fire Department two months to address the situation. Attorney Barbin noted that the Board would not commit to approving the next run, but the Board would certainly listen to any suggestions that the Fire Department has. Mr. Stancovich requested that the Fire Department bring back to the Authority Board at the July meeting the trail that they are proposing. Mr. Chuck Salyards agreed noting that, in the meantime, the representatives of the Fire Department could meet with Mr. Cadwallader and Mr. Barton in this regard. Mr. Stancovich noted that the Board would be meeting in July and August prior to the Fire Department's next run. Mr. Caleb Salyards noted that the July meeting may be too soon but the Fire Department could have a general idea of what it is proposing. Mr. Stancovich noted that the Fire Department should be in contact with Mr. Cadwallader so that something can be presented to the Board at the July meeting. Attorney Barbin emphasized that Mr. Shawn Helsel would also need to complete any necessary repairs before the July meeting as well.

Representatives of the Blue Knob Fire Department departed from the meeting at this time.

Mr. Stancovich then recognized Messrs. Noel and Strittmatter of the Jamestown Rod & Gun Club.

Mr. Noel informed the Board that the Jamestown Rod & Gun Club utilizes the Authority's property when it holds a Toys for Tots Run annually in September. A member of the Club

presented an idea to have a run for Children's Hospital. The Club would use the same trail that it has been using for several years for the Toys for Tots run. Mr. Noel shared with the Board a release for the use of the Authority's property indicating that the Rod & Gun Club would assume all liability for anything that would happen. Every rider would sign one of the releases. Mr. Cadwallader questioned how many riders would be participating, to which Mr. Noel replied that there will probably be approximately 80 – 100 riders. For the Toys for Tots run, there are usually 200 riders. Mr. Miorelli questioned what trails will be used, to which Mr. Noel replied that the riders avoid the dams on the right, come through the Benscreek Club parking lot to the highway, and then up to Strip Road. Mr. Noel commented that the riders do not cross any creeks at all. Mr. Cadwallader noted that everything would be either below or above the plant.

As the discussion took place, Attorney Barbin reviewed the release that Mr. Noel presented. He commented that the use of the Authority's property would be a Board decision; however, the release presented by the Rod & Gun Club contains an acceptable release from liability statement. Attorney Barbin indicated that he often questioned whether Blue Knob or Lilly had their riders sign any type of release, to which Mr. Cadwallader interjected that we have not received anything back from either Blue Knob or Lilly. Mr. Stancovich stated that what Blue Knob is asking for is similar to what the Rod & Gun Club is requesting; i.e., staying on the outskirts of the Authority's property, not crossing the streams, etc.. Mr. Cadwallader stated that the Rod & Gun Club ride would be coming toward the plant and then cut up behind the plant so they would not be near any water.

Mr. Gartland pointed out that the unfortunate thing in the past with the runs was the weather and the amount of rain we had prior to the runs. The quads on this type of wet ground is what causes the most damage to the ground. Mr. Cadwallader questioned Mr. Noel on what the intentions for the run will be if it rains, to which Mr. Noel replied that this was not discussed. Mr. Koval questioned when the run will be held, to which Mr. Noel replied that it is going to be held this Saturday, June 4.

Mr. Stancovich apprised Messrs. Noel and Strittmatter that this matter will be discussed under New Business at this evening's meeting and that someone from the Authority would contact them tomorrow to let them know of the Board's decision.

Messrs. Noel and Strittmatter departed from the meeting at this time.

III. CORRESPONDENCE

Mr. Stancovich noted that there was no correspondence received to be presented to the Board.

IV. APPROVAL OF MINUTES

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 5, 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

CMPA	\$ 1,000.00
Country Hearts and Flowers	50.00
Ebensburg Office Supply	149.00
Fastenal	7.54
FWF Insurance Agency, Inc.	2,051.00
Galeton	37.41
Groff Tractor & Equipment	339.13
Hach	706.85
James Gavlak	100.00
John Gartland	50.00
Kamzik Septic Service	205.00
L/B Water Service Inc.	2,762.45
Mark Stancovich	50.00
Mary L Elchin	144.00
New Enterprise Stone & Lime Co Inc.	1,251.77
PA Rural Water Association	715.00
Portage Auto Parts	53.93
Portage Post Office	141.00
Portage Service Center	476.55
Ray's Lawnmower	80.97
Ray Oil & Gas Co	774.49
RDM – Johnstown LLC	888.00
Ronald J Cadwallader Jr	20.00
Sharon Squillario	50.00
Smithmyer's Electronics Inc.	202.95
Stager's Store	936.73
Stephen K Koval	50.00
Univar USA, Inc.	1,832.79
Verizon Wireless	162.14
Visa – 1 st Summit	515.85
	<u>\$15,804.55</u>

Paid Bills

Brandi Benton	\$ 100.00
Highmark Blue Shield	7,312.08
Kaza Fire Equipment, LLC	78.84
PA Once Call System, Inc.	59.69
Penelec	1,568.91
REA Energy Cooperative, Inc.	934.25
SwiftReach Networks, Inc.	159.70
Aflac	226.22
Comcast	290.69
Mainline Newspaper	72.00
Pro Disposal, Inc.	142.00
Sheetz Fleet Service	190.76
Verizon	439.16
	<u>\$11,574.30</u>

ON MOTION OF MR. GARTLAND, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$52,834.76 (REGULAR BILLS, \$15,804.55; PAID BILLS, \$11,574.30; 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. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE MAY 2016 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,472,103.33; CASH IN, \$231,638.98; CASH OUT, (\$214,370.68); ADJUSTMENT (INTEREST/MISC.), \$1,326.78; ENDING CASH, \$1,490,698.41. 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.

As it relates to Mr. Cadwallader's report concerning the delinquency list, Mr. Yetsko questioned if there a lot of delinquencies currently, to which Mr. Cadwallader replied that the first shut-offs were in April; and there were four in May.

Mr. Cadwallader reminded the Board that he had discussed at the last meeting the situation at the Burnett property and sending him a letter regarding the Authority's concern. Mr. Cadwallader shared with the Board pictures of what he was referencing. He noted that he spoke with Mr. Burnett and he was to be present at this evening's meeting. Mr. Cadwallader informed the Board that the Authority staff dug holes in three difference places. In one of the areas, there is about nine feet of fill; and the Authority's pipe was buried between 4.5 – 5 feet. The way it is right now, it is way over what we can handle being down in the ditch with the safety factors involved, our machinery will not reach it, etc. Mr. Yetsko questioned if they can grade it off, to which Mr. Cadwallader explained that, if you look at the pictures of the ditch, there are two pictures that show a blue post, which was a marker for our water line and which was buried.

Mr. Beyer questioned if this is on Mr. Burnett's property, to which Mr. Cadwallader explained that it actually is property owned by Cooney which Mr. Burnett states that he is the process of purchasing. Mr. Cadwallader noted that he will keep working with Mr. Burnett to see if we can rectify the situation due to the safety and equipment factors involved; and Mr. Cadwallader does not want to be more than seven to eight feet including the pipe to the top of the ground. With it being loose, we will have to taper it to meet OSHA specifications, there should be a cage etc. Mr. Koval questioned if seven to eight feet above the water line is something Mr. Cadwallader could accept, to which Mr. Cadwallader replied affirmatively.

Mr. Miorelli questioned where we are with the Kalinoski property because the same thing was going on with that property, to which Mr. Cadwallader replied that the line comes down in front of the houses in that location and we did not proceed that far down with the project.

Attorney Barbin informed the Board that, from his point of view as Solicitor, we could file a court action and get a court injunction for Mr. Burnett to remove the fill. He explained that there are cases that say if we have an easement over a property, a person cannot interfere to make it harder for us to use the easement; and Mr. Burnett putting 12 feet of fill is clearly making it harder for the Authority to use the easement. Attorney Barbin noted that we have never had to file one before because in other Authorities they have been able to work it out with the property owner. However, as a final result, Attorney Barbin commented, after we have talked further with Mr. Burnett, we could go to court and get a court order. Mr. Cadwallader indicated that what he would like to do is talk further with Mr. Burnett; and if he resists, we may have to revert to taking this action. Attorney Barbin stated that he sent Mr. Burnett a letter and Mr. Burnett did call him and was pleasant when discussing the matter. Mr. Cadwallader pointed out that Mr. Burnett and his family definitely wants to work with the Authority. He stated that he would talk with Mr. Burnett tomorrow to tell him how much fill to take off to meet the Authority's request. Mr. Cadwallader emphasized that all we are asking for is the area where our water line is so that we can have access to the pipe. Mr. Stancovich agreed noting that we are responsible for maintaining the pipe. Mr. Miorelli indicated that we could give Mr. Burnett an option of putting a new line through, to which Attorney Barbin replied that he has encountered this before in other Authorities and presenting a proposal of placing a new line; however, the residents do not want to place that large of a line because it is very expensive.

Mr. Cadwallader indicated that, if the matter is not rectified by the next meeting, we will proceed with what Attorney Barbin suggested. Mr. Miorelli stated that Mr. Burnett will have to have someone excavate the area to make it right, to which Mr. Cadwallader replied that Mr. Burnett's family does have the equipment to do this. Mr. Cadwallader pointed out that the problem is that it is not Mr. Burnett's property, to which Attorney Barbin explained that actually, if the Authority files suit, it would be against Cooney and Mr. Burnett. Attorney Barbin informed the Board that, when the letter was sent to Mr. Burnett, he did copy Cooney's attorney on the letter so that he was aware. Attorney Barbin explained that Cooney does have to be named in the suit if the Authority moves forward because the land is owned by Cooney and the Authority's easement; and we need to rule out in front of the judge that what is being done is without permission of the landowner. Therefore, if Cooney says it is not under his permission, the judge can order Mr. Burnett to rectify the situation and remove the fill.

Mr. Stancovich requested that Mr. Cadwallader work further with Mr. Burnett; and if nothing is done by the next meeting, the Authority will move forward as Attorney Barbin suggested.

Mr. Cadwallader informed the Board that there is a hydrant recall. He has all of the parts available to take care of the repair. The hydrants will be out of service for about 10 minutes until the repairs are made.

Mr. Cadwallader reported that he included information for this evening's meeting relative to settling tubes for the Martindale plant. The staff is having problems with the turbidity coming up through the e-clarifier. There is a lot of breakaway; and the old eggshells are getting packed full of garbage from over the years and need replaced. The information Mr. Cadwallader provided for the Board members actually breaks down the cost of replacement. Mr. Stancovich clarified that this matter was brought up at the time of budget preparation; and it was placed on hold due to the well cleaning. We cannot do the well cleaning until next year, so there is actually money in the budget to cover this expense. Mr. Cadwallader commented that the total cost would be \$2,064 short; and the monies could be taken out of account #455.2.

Mr. Stancovich questioned if there is any way to clean the eggshells, to which Mr. Cadwallader replied that they have been cleaned over the years. When the plant was first built, they used

elm instead of the delpack; and the elm became like a jelly form and got packed inside. Mr. Cadwallader explained that he has taken power washers to go down into each tube; however, this is very difficult being that there are approximately 300 holes involved. In addition, we would need to have the clarifier down several days in order to complete this. Mr. Stancovich questioned if there was a concern with the plastic ones, to which Mr. Cadwallader replied that the original eggshells need replaced with a different type of plastic. Attorney Barbin questioned if Mr. Cadwallader is suggesting that this be done now, to which Mr. Cadwallader replied that it should be done in the July/August timeframe.

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY APPROVED THE REPLACEMENT OF THE FILTER TUBES AT THE MARTINDALE PLANT AND A SECOND CLARIFIER, AT A TOTAL COST OF \$13,563, THE MONIES OF WHICH WOULD BE DISTRIBUTED AS IN WRITTEN FORM SUBMITTED BY MR. CADWALLADER BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Stancovich questioned the delivery time, to which Mr. Cadwallader replied that it should be four to six weeks.

As it relates to the Cemetery Road project, Mr. Cadwallader reported that seven more taps are yet to be installed. The line was installed across the road to the Koban and Kunko residences; and the Benton line was installed. Mr. Cadwallader explained that a lot of the residents want to be at home when the work is done, so the staff has to work around their schedules. Mr. Cadwallader noted that most of the clean-up work is done as well. He commented that he did present to the Board at the last meeting a quote for the rental of a piece of equipment; and he will not be doing the rental since most of the area is cleaned up.

Mr. Cadwallader apprised the Board that he received a quote from JIF (Windber) for the fencing of the pipe yard, which was \$26,000 to fence the entire area. Mr. Cadwallader is awaiting additional quotes from Red Rock and Sturdy Mountain. Mr. Cadwallader explained that he did pull the fencing in 75 feet because he was planning on dumping dirt in the back of the lot; however, he did include a gate in that area to allow access from that direction. He pointed out that it would be 772 feet around the entire area. Mr. Stancovich indicated that he assumes that the Ambulance Association wants to move forward on the land swap, to which Mr. Cadwallader replied that the Ambulance Association is in contact with Mr. Cooney. He suggested that if we do not hear anything back before the next meeting, we should move forward. Mr. Cadwallader noted that he did meet with the residents as discussed at a previous meeting; and there was some resistance by them because the residents indicated they have taken care of the property for some time. The property in question is owned by Cooney and not the residents. Mr. Beyer questioned what could be done since the subdivisions have already been submitted, to which Mr. Cadwallader replied that the residents would have to pay to have that piece taken out. Attorney Barbin noted that you have 90 days to submit the subdivision plan from the date of approval or it is voided and would have to be redone.

As it relates to the bills submitted to Kukurin for payment, Mr. Cadwallader noted that Kukurin only paid for one of the bills of the four to five that were submitted. One of the bills that Kukurin has not paid, Mr. Cadwallader pointed out, they are responsible for payment as he has engineers, inspectors and the person that fixed the line indicate that Kukurin should be responsible for paying the repair bill. Mr. Cadwallader stated as well that there are pictures available for the damage to the lines.

Attorney Barbin stated that Kukurin is claiming that the lines were broken while we still had our deal, to which Mr. Cadwallader interjected that the lines were broken before this. Mr. Stancovich commented that we did not start recording any of the broken lines until it was discussed what should be done. Mr. Cadwallader agreed stating that at that time we then contacted the representative from Kukurin to look at the leaks, along with the representative from EADS. All of the costs for time, materials, etc. is documented and Kukurin was billed for it. Mr. Koval questioned how much is still owned by Kukurin, to which Attorney Barbin replied that he believes it is approximately \$8,000. Mr. Koval questioned what the next steps would be, to which Attorney Barbin replied that the Authority could sue at the Magistrate's office, which would be very inexpensive to begin the process meaning that he, as the Authority's Solicitor, would not have to file an extensive pleading. However, Attorney Barbin pointed out, Kukurin could appeal any decision that is made if the decision is to the Authority, which would result in Attorney Barbin having to do additional paperwork on behalf of the Authority. Mr. Koval questioned if we could include Attorney Barbin's time in the suit, to which Attorney Barbin replied negatively, noting that in Pennsylvania you cannot collect attorney fees in this situation unless there is a special statute allowing attorney fees. Attorney Barbin explained that if Kukurin appealed the judge's decision and we had to file additional information, he would write in the complaint the attorney fees but he does not think they would be granted because this is not included in Pennsylvania's rules.

Attorney Barbin questioned the Board as to whether he should proceed with the suit at the Magistrate level, to which the Board agreed that Attorney Barbin should move forward. Attorney Barbin noted that he would prepare and file the complaint.

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 he has been in contact with Ryan relative to a final pay request. Ryan should have this completed for Mr. Beyer within the next week.

Concerning the as builts, Mr. Beyer stated that the surveying is basically complete. Once completed, the as built drawings will be finalized.

Mr. Beyer apprised the Board that Lumadue received a notice of insurance cancellation. Lumadue has responded that they will be having this reinstated. Attorney Barbin commented that Lumadue was sent a letter that final payment cannot be made until there is proof of insurance.

Mr. Beyer reported that he met with Larry Custer relative to the Mountain Avenue project as well as the three other projects that were completed on the freeze-ups. Mr. Custer has indicated that DCED will not designate the remaining monies to do the Mountain Avenue project. Mr. Custer instructed that the Authority would need to return the remaining \$80,000; and by doing so, he feels confident that the Authority can apply for another \$500,000 grant for construction (the Authority would receive \$420,000 since Mr. Custer would retain \$80,000 for administrative fees). Therefore, Mr. Beyer indicated that he would work on the close-outs for the three projects.

Mr. Beyer provided to the Board a map. He explained that the Authority had submitted CDBG applications previously for the additional work on Mountain Avenue (going from the tank to

Orchard Street). Mr. Beyer pointed out that Mr. Custer suggested that the Authority apply for a new grant. Mr. Custer would have to then hold public meetings, obtain income surveys from residents within the Borough and Township, and then Mr. Custer would file the application. If the grant would be awarded, the Authority would receive \$420,000 for construction, which would basically cover an 8" line to tie in at the tank and go the entire way to Main Street (2,750 feet); and then on Farren Street, tie in at the Township Line (Johnson Avenue) and go to Caldwell Avenue with an 8" line as well. This would then be a new line to feed basically all of the Borough and surrounding area. Mr. Beyer stated that, assuming a cost of \$100 per foot, the total cost would be \$435,000. He commented that, when we did Johnson and Grant, the cost was \$90 per foot with a 10" pipe.

In the meantime, Mr. Beyer recommended that the Authority talk with the Borough because this would include the only restoration of the roadways being the trenchway. If the Borough would require the Authority to do full width or half width overlay, you are not going to get that much pipe in the ground. Mr. Beyer indicated that the rules of the Borough are that you must follow PennDot regulations, which would mean that we would have to do at least a full width or half width overlay. Mr. Cadwallader commented that the next step would actually be the bricks on some of the streets that are considered historical. Mr. Beyer replied that the Borough had indicated previously that we could pave those areas in that we would only be doing the tie-ins and would only be at the intersections and not the entire street. The Borough had indicated previously that these areas could be restored with bituminous. Mr. Yetsko questioned if we would be going down the entire area of Farren Street to Caldwell Avenue, to which Mr. Cadwallader replied affirmatively.

Mr. Beyer questioned if this is something that the Board would like to pursue, to which Mr. Koval replied that, since it is a grant, we should pursue it. Mr. Stancovich commented that completing the application requires a lot of legwork; however, if we can receive \$420,000, it would complete the project. Mr. Miorelli questioned the savings that could be realized using an 8" line versus a 10" line, to which Mr. Cadwallader replied that on a valve alone it would be a savings of \$1,500. Mr. Beyer noted that there would be 11 valves going up Mountain Avenue. Mr. Cadwallader noted that the hydrants would have the highest cost of approximately \$5,000. Mr. Miorelli questioned what type of volume we are running now, to which Mr. Cadwallader replied that the lines are all different; i.e., 6", 3", etc. Mr. Beyer pointed out that we have already designed the project up to Orchard Street, to which Mr. Stancovich interjected that a majority of the design work is already completed. Mr. Beyer indicated that the Authority signed an agreement with EADS for the design work already; and not all of the money has been spent. In addition, there would not be a lot of engineering work to do. Mr. Beyer stated that Mr. Custer felt bad because he was indicating to the Authority that they would be able to keep the remaining funds; however, DECED advised him that this was not the case.

As it relates to the bricks on Farren Street, Mr. Miorelli questioned if there is any overlay on it now. Attorney Barbin questioned why we would be replacing Farren Street if it going to cause concerns with the historical brick, to which to which Mr. Cadwallader replied that Farren Street is one of the main feeds coming into town. Mr. Beyer questioned if we could perhaps run down Branch Street. Attorney Barbin indicated that, if interrupting the bricks is going to upset some people, then we should address it immediately. Attorney Barbin noted that Orchard Street is one block up and perhaps we could elbow it down around. Mr. Stancovich stated that the concern is where Farren Street comes from Johnson Avenue. Mr. Beyer noted that we could also possibly look at the alley right about that as well but would have to look at the other utilities in that area. Mr. Stancovich stated that there is a new gas line there and it is very tight in that area as well. Mr. Cadwallader commented that he would review the area tomorrow for additional options. He stated that the problem with Farren Street is that the line comes behind

the former Metzler's Ford, cuts across the creek, and comes down Farren Street down to the ambulance garage and from there to the area where the Bellvia storage garages are and then ties into the 8" line on Dulancey Drive. It is actually a main to feed the lower part of town as well as the Borough. Mr. Stancovich questioned if this connects Benscreek to Martindale, to which Mr. Cadwallader replied affirmatively.

Mr. Beyer stated that, if the Board wants to proceed, he will contact the Redevelopment Authority. Attorney Barbin questioned what the deadline is for applying for the grant, to which Mr. Beyer replied that this grant can be applied for at any time. Mr. Beyer stated that the first step would be to talk with the Borough, which he will do.

Mr. Beyer informed the Board that he has done nothing further relative to the spillway. The vault should be repaired within the next couple of weeks. Mr. Yetsko questioned what Mr. Beyer's recent trip to Harrisburg was for, to which Mr. Beyer replied that he was meeting relative to the spillway. He was told that the Authority's options would be to raise the height of the breast up to only 50% of the length of it; and you can use concrete blocks for higher water when it would overspill over the spillway. Mr. Cadwallader noted that these would be ACB blocks that basically catch the debris as it comes over. Mr. Beyer noted that the problem with installing the blocks is that you would have to excavate all of the soil that is there now, place the bricks, and then either cover it up with the soil or let it as is. He pointed out that this is very costly. Mr. Cadwallader stated that the other option would be to use concrete buckets where when it reaches a certain height it would fill up the buckets and flip one bucket, the next one, etc., but the buckets would also need replaced. An additional option looked similar to a saw tooth that would hold back the debris, but it would fill up also.

X. SOLICITOR'S REPORT

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

As it relates to the land swap with the Ambulance Association, Attorney Barbin reported that he has prepared a deed which is available when the time comes. He questioned if the Land Swap Agreement was approved by the Ambulance Association, to which Mr. Cadwallader replied affirmatively. Attorney Barbin suggested that Mr. Cadwallader obtain a signed copy for the Authority's records.

Concerning the purchase of the Cooney property by the Authority, Attorney Barbin stated that it was our understanding that the total cost would be \$250,000; however, Cooney cut out some acreage and did not reduce the price. They then started timbering part of the property which upset Mr. Barton as he had felt that if we purchase the 289 acres for \$250,000, it would pay for itself over five years because of the worth of the timber on the property. Attorney Barbin stated that the latest offer we have received from Cooney would be for 239 acres (which is what we have the subdivision for) at \$817/acre, for a total cost of \$195,263. Attorney Barbin noted that he has inquired relative to the removal of the trees; however, he has not received a response.

Attorney Barbin questioned the Board as to whether the Authority wanted to move forward on the purchase. He commented that the Authority has invested some monies to date relative to the work done by Mr. Brown on the drawings. Attorney Barbin emphasized that this is 239 acres that the Authority could have in the Benscreek watershed which is of exceptional value and quality; and the Authority could control the land from now into the future. Mr. Miorelli questioned if he was correct that it was included that Cooney would only cut down to 8", to which Attorney Barbin replied that he believes it was 13" and there should be decent timber left on the land. Mr. Cadwallader commented that instead of the five-year return, we may see a ten-

year return. Attorney Barbin emphasized that it is his feeling that the opportunity for the Authority to add to its watershed are very rare; and once that opportunity disappears, it disappears forever. The purchase of this property is an opportunity for the Authority to protect an additional piece of its watershed. Mr. Yetsko questioned if anyone tried to bargain with Cooney on the \$817 per acre, to which Attorney Barbin replied that he could talk to Cooney about a lesser price. Mr. Yetsko questioned if anyone talked to Cooney regarding the removal of the trees, to which Attorney Barbin replied that we did and Cooney reduced the original price to \$817 per acre (original total price was \$250,000 and it is now \$195,263). Attorney Barbin commented that he has not been dealing with Cooney directly; he has been talking with Mr. Lambrusco, Cooney's attorney.

Mr. Gartland commented that there are other clubs that are approaching Mr. Cooney to purchase property in that area and they are looking to purchase more, so if we are looking to move forward on the purchase, we need to do it soon. Mr. Miorelli questioned if we should talk to Mr. Barton about the return before we make a decision, to which Mr. Garland interjected that we could have trees replanted in the area for long term. Mr. Stancovich indicated that it is his feeling that, whether it is a five-year return or a ten-year return, the Authority is never going to get rid of the property. Attorney Barbin agreed stating that it is additional property in the Authority's watershed and the Authority should take steps to protect its watershed. Mr. Koval agreed stating that it is land that the Authority should have and we should move forward.

ON MOTION OF MR. GARTLAND, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO MOVE FORWARD WITH THE PURCHASE OF THE LAND FROM COONEY AT A COST OF \$817 PER ACRE (TOTAL COST OF \$195,263). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

XI. FORESTER'S REPORT

Mr. Barton was not present. No report.

XII. UNFINISHED BUSINESS

- 2014 CDBG Grant

Discussed earlier in the meeting. Project ongoing.

- Employee Issues

No employee issues to be presented to the Board.

- Cemetery Road Project

Discussed earlier in the meeting.

- Scagburners Snowmobile Club

Attorney Barbin noted that he did review the insurance certificate provided by the Scagburners Snowmobile Club. The certificate notes a \$50,000/person, \$100,000/occurrence, which is a very small policy. The Scagburners Club would sign the Authority's release paper and hold the Authority harmless, but the Club is an unincorporated association, which means that each

member is individually liable for the entire obligation. In addition, the insurance policy is limited to two vehicles. Mr. Stancovich stated that the two vehicles would be two snowmobiles with dressers on the back. Mr. Cadwallader agreed stating that every other vehicle would be privately owned. Attorney Barbin pointed out that we would want comprehensive general liability insurance for the Club; and what they presented is not comprehensive in that it is only liability on the two vehicles. Mr. Cadwallader questioned if he could have Mr. Scott Randall call Attorney Barbin relative to the requirements, to which Attorney Barbin replied affirmatively stating that he could also talk to the Club's insurance agent as well.

Mr. Stancovich commented that the Club needs an agreement signed by the Authority before they can apply for any funding from the State. He questioned if this matter should be tabled, to which Attorney Barbin replied affirmatively; however, the Board could provide approval contingent upon receipt of the appropriate insurance policy. Attorney Barbin indicated that we also need to ensure that there is no restriction on the Authority's ability to cancel the agreement. He commented that we need to ensure that there is a 30 days' notice requirement to cancel the agreement for any reason; and when reviewing the agreement, this language is present. Attorney Barbin stated that he would much rather that we use the Authority's current form which states that we can cancel the agreement immediately; and we require \$250,000 which the Club should be able to provide.

- Blue Knob Poker Run

Discussed earlier in the meeting.

- Kukurin (Unpaid Invoices)

Discussed earlier in the meeting.

XIII. NEW BUSINESS

- Approval of Audit

Mr. Stancovich stated that at the last meeting the audit was presented; however, there were changes made relative to the pension figures. He requested approval of the audit with the revised pension numbers.

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

- Cross-Training of Staff

Mr. Yetzko questioned who we have to back up our secretaries if both are off indefinitely, to which Mr. Cadwallader replied that Mrs. Randall would be able to cover. Mr. Yetzko questioned if Mrs. Randall could do all of the tasks including payroll, to which Mr. Cadwallader replied affirmatively stating that she knows some of the billing as well. Mr. Yetzko commented that some member of the Board should be involved in that down the road as well. Mr. Yetzko commented that it could be a dilemma if there are two off indefinitely. Mr. Koval commented that this may be a very unlikely event. Mr. Yetzko questioned if all of the secretaries are competent in doing all of the work, to which Mr. Cadwallader stated that Mrs. Randall and Mrs. Ringler are. Mr. Cadwallader explained that some of the work relative to the trembles may be

questionable; however, within the next year or two the program will be obsolete. In the future, the information for the trembles will be done with a hand-held tablet that will pull the readings. Mr. Gartland commented that the one thing we would need to keep track of would be the payroll program. He questioned if we keep backups, to which Mr. Cadwallader replied that we keep backups on everything and they are kept at the bank and Link does all of the backups.

Attorney Barbin pointed out that, if a Board member is to be paid to do a special duty outside of their Board member duties, in the past we have gone to Borough Council to receive approval for that. Mr. Yetsko pointed out that the Borough is totally responsible for the Authority. Attorney Barbin commented that this is how it was done in the past and this is the most transparent way to do it so there is no criticism. Mr. Yetsko indicated that any Board member can come into the Authority office and communicate with anyone at any time, to which Attorney Barbin pointed out that this would be with the caveat that they do not disrupt the operation. He agreed that any Board member has the right to review the processes. Attorney Barbin noted that there are authorities that have assigned duties to Board members and paid them for what they were doing; however, this is not how the Authority has acted in the past. He emphasized that the Portage Water Authority runs things pretty smoothly and properly; and this is good to continue.

- Jamestown Rod & Gun Club Request

Mr. Stancovich questioned the feelings of the Board relative to the Jamestown Rod & Gun Club request as discussed earlier in the meeting. He noted that he does not feel that it is fair to turn down one group and not another. Mr. Yetsko questioned when the run is occurring, to which Mr. Cadwallader replied that it is this coming Saturday. Mr. Yetsko stated that he is not in favor of any group entering the Authority's property. Attorney Barbin questioned if this included individuals, to which Mr. Yetsko replied affirmatively. Mr. Stancovich stated that there needs to be some type of policing. Attorney Barbin questioned if the Board wants to make that type of change because the Authority's property has been open to anyone in the past. Attorney Barbin stated that the Jamestown Rod & Gun Club is basically a customer of the Authority; and the Blue Knob Fire Department would basically be also because they provide backup cover to the Portage Fire Department.

Attorney Barbin stated that he would not suggest that we turn down this request for something that is going to happen in two days because it will probably take place anyway. He pointed out that if the Authority really wants to do something to control its watershed, the Authority could sign a cooperative agreement with the Game Commission and they will police the area. Mr. Miorelli agreed stating that this would take the liability off the Authority. Mr. Yetsko questioned what it would cost to do this, to which Attorney Barbin replied that it would cost nothing. Mr. Yetsko stated that we have spent a lot of money over the last few years because of the damage to the properties and the Authority's equipment.

Mr. Garland commented that he is torn in making a decision because he does not want to affect the different companies raising funds, but we need to work out a policy to police the area and if there were any damages they would rectify it. Mr. Miorelli stated that if we give Jamestown permission, they will have to rectify any damages to the property down the road. Mr. Stancovich stated that this would be a special run; and then we would receive a standard request for their run in the future.

ON MOTION OF MR. KOVAL, SECONDED BY MR. MIORELLI, THE BOARD UNANIMOUSLY APPROVED THE REQUEST RECEIVED FROM THE JAMESTOWN ROD & GUN CLUB RUN FOR CHILDREN'S HOSPITAL WITH THE STIPULATION THAT ANY FUTURE RUNS WOULD BE PRESENTED TO

THE BOARD FOR APPROVAL. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

XIV. GOOD OF THE ORDER

- Liquid Fuels Tax Check

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY AGREED THAT THE LIQUID FUELS TAX CHECK RECEIVED IN THE AMOUNT OF \$1,790.24 BE DEPOSITED INTO ACCOUNT #106.5 SAVINGS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

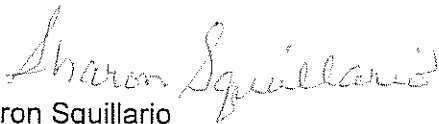
XV. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. YETSKO, SECONDED BY MR. GARTLAND, THE BOARD ADJOURNED THE MEETING AT 8:47 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, July 7, 2016 at 7:00 p.m.

Respectfully submitted,



Sharon Squillario
Recording Secretary