

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, July 7, 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; Joe Beyer, The EADS Group; Ron Portash, Mainline Newspapers; Chuck Salyards and two additional representatives, Blue Knob Fire Department; Kathy and Tom Hough and Don and Donna Handel, Residents.

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 recognized Tom and Kathy Hough and Don and Donna Handel. Mrs. Hough informed the Board that she and Mr. Handel are the owners of the property where the Authority is placing the cul-de-sac near the property where the new pipe yard is going to be located. She pointed out that the Authority may be aware of how much property she and her family have taken care of over the years. When her parents purchased the property in 1952, there were trees on the piece of property, which are still there; and Mrs. Hough's family has taken care of the property over the years, not aware that it was owned by Cooney. Mrs. Hough commented that her family needs to be able to acquire that piece of property because it will cause more of a concern for them when they attempt to sell her mother's property. She commented that she and her family want to be good neighbors, and they would expect to be treated that way as well.

Mrs. Hough reported that, when she spoke with Mr. Cadwallader, he was more than happy with what the family could do and what he could do. Mr. Cadwallader instructed Mrs. Hough to contact Cooney; and Cooney informed her that she would have to speak with the Water Authority. Mrs. Hough noted that her family has a shed on the piece of property in question; and the trees on the property are probably 60-70 years old. She explained that when her parents lived in the residence, her father dug a ditch around the property in order to stop the flood waters from going down the rest of the block. She also noted that her family needs to acquire the property because there is a quad trail going in and they do not want them to use that piece of property.

Mr. Handel stated that he was outside the residence trimming the bushes; and Mr. Shaffer from the Township informed him of the cul-de-sac that was going to be placed. Mr. Stancovich pointed out that what the Township does with the cul-de-sac has nothing to do with the Authority. He indicated that the road is owned by the Township and this was their road right-of-way for the Authority to enter the new pipe yard property. Mrs. Hough stated that her family was not aware of any of this until they noticed the markings on the ground; and this really makes a big mess for the Authority because of what they are thinking is theirs. Mrs. Hough commented that there is someone living in the residence now, but it is going to become a problem in the future. Mr. Stancovich agreed that at some point it will become a problem; and the Authority

was aware of the problem when they originally looked at the property. Mrs. Hough indicated that her family was not notified, to which Mr. Stancovich interjected that the Authority knew the property they were looking at and they knew that there was a shed on the property and pieces of the property that were being occupied by Mrs. Hough's family. Mrs. Hough stated that the piece of property in question is only 36 feet. Mrs. Stancovich stated that the Authority was aware that the amount of property was minimal; and then the Authority was approached that the quad trail is in the area. Mr. Koval questioned the size of the property, to which Mrs. Hough replied that it is 36 x 125 (1/10 of an acre). Mr. Stancovich indicated that the Authority was also approached that people wanted the Authority to leave the fence out so that they could utilize the quad trail.

Attorney Barbin noted that, with this conversation, the swapping of the property with the Ambulance Association is not sounding like a good swap. Mrs. Hough noted that the land swap really has nothing to do with her family. She provided to the Board pictures of the property in question and pointed out the area that her family has taken care of over the years. Mr. Beyer also shared a map of the property. Attorney Barbin questioned if the house in question on the property is 390, to which Mrs. Hough replied affirmatively.

Mr. Beyer questioned what Mrs. Hough is proposing, to which Mrs. Hough replied that they are proposing to purchase the property in question. Attorney Barbin pointed out that this is not a good trade with the Ambulance Association if all of these problems exist with the land. We would have to subdivide the property, which would result in us having to resurvey the property and this would add additional costs. Mr. Handel questioned if his family could split the surveying costs to move the posts 40 feet. Mr. Yetsko stated that the Authority is already going to be paying for that property again. Attorney Barbin explained to the Hough's and Handel's that the Ambulance Association arranged to acquire the property for the pipe yard; and then the Authority is going to swap the piece of property that is currently being used as the pipe yard which is next to the Ambulance Association garage. Attorney Barbin stated that now this land is not what the Ambulance Association told the Authority it was. Mrs. Hough questioned the Board if any of them would be satisfied if this was their property. She pointed out that her family is unhappy and is trying to get the situation straightened out. Mrs. Hough emphasized that she has paid taxes from a young age; and she feels that, if something cannot be arranged, she is being punished. She commented that there has to be a way to solve this situation that would be amicable to everyone.

Mr. Handle questioned what the surveyor would charge for moving the area of the fence. Attorney Barbin stated that what Mrs. Hough and her family is suggesting is for the Portage Water Authority, who is the trustee for all of the residents of Portage Borough, to give the family the 36 feet of property. Mrs. Hough emphasized that this is not what they are requesting and that there has to be a way that they can acquire the piece of property in question. Attorney Barbin questioned what the family is offering to pay for the property, to which Donna Handel questioned what the Authority is asking for. Mr. Koval commented that he believes the Authority would be asking for the cost for the Authority to give them the land, to which Attorney Barbin interjected that this would still be considered a gift. Mr. Koval indicated that the selling price would be the expense incurred by the Authority. Attorney Barbin pointed out that, if the Authority would do this, the Authority's rate payers would not be losing, but it would still be considered the Authority giving a gift to one resident as opposed to another resident. Mrs. Hough emphasized that she has not received anything for free in her life, but she does not want to be the type of person that has lived here all of her life and would be charged extra money. She pointed out that all she is asking is to receive some fair price in order to obtain the land. Mr. Koval commented that he would like to see the cost for the purchase of the property to be the cost of the survey and anything else involved. Attorney Barbin stated that to set a fair price

the Authority could get an appraisal done, but that would cost money as well. He emphasized that all of these things cost money; and, as the Authority's attorney, he feels that this is not a good deal to start down a path where the Authority would incur the costs and a person later then decides what they are going to offer to purchase the property. Attorney Barbin pointed out that there should be an offer made to the Authority, the residents should know what the costs are and should have those costs covered, and then the Authority could make a decision on whether to accept the offer or not. Mrs. Hough indicated that she is not asking for anything for free; and she does not know what the involved costs are so she is unable to provide a purchase price. She pointed out that she was instructed by Mr. Cadwallader to come to the meeting and discuss the matter with the Board.

Attorney Barbin pointed out that it is not his place to say what the decision should be. He explained that the property that the Authority holds is property that the Authority holds for the entire Borough; and the Authority does not have the right to favor one resident over another. Mr. Beyer stated that there would be a cost to obtain an appraisal of the property; and it would probably cost \$1,000 to get a survey of the property. Mr. Stancovich pointed out that the piece of property in question would be surveyed separately, to which Mr. Beyer agreed indicating that we would then have to re-subdivide it and then submit a new plan to the County, be recorded and then go through the Planning Commission. Mrs. Hough emphasized to the Board that her family was not aware that they did not own the property in question.

Mr. Handel questioned the easement. He commented that he did some research that indicated that if you had a continuous use of the property, generally five to thirty years, you would own the property. Attorney Barbin stated that this situation is different. Mr. Handel noted that his family has taken care of the property for over 60 years. Attorney Barbin indicated that the family should contact an attorney relative to squatter's rights. He emphasized that what the family is requesting is against the customers of the Water Authority; and he is not going to help them in assessing a claim against a governmental agency that he represents. Mr. Handel stated that his family was hoping that they could split the cost of the survey to move the fence 40-50 feet. Mr. Stancovich pointed out that he realizes that it is an unfair situation; and there are a lot of things to be ironed out and discussed before a decision can be made. Mrs. Hough pointed out that Cooney was not willing to talk with her family because Cooney had already talked with the Authority; and they instructed Mrs. Hough to discuss the matter with the Authority. Mr. Handel noted that Mr. Cadwallader had stated that Cooney wanted to continue his property and then found out that Mr. Handel and his family was taking care of the property and suggested that they contact Cooney. Mr. Stancovich commented that there have been many bumps in the road on the Authority's side in purchasing the property as well. Mr. Beyer noted that it would be approximately \$500 per acre to purchase the property.

Mr. Stancovich explained to the visitors that what happened is that the Authority's pipe yard is next to the ambulance building. As the Ambulance Association was looking for additional property in order to build a new garage, they were looking at property in Jamestown. The Authority found the property that is being discussed; and it was thought that, instead of the Ambulance Association moving from their current location, the property in question could be purchased for the pipe yard and then the Authority and the Ambulance Association could swap properties and everyone would win. Mr. Stancovich commented that the concern that Mrs. Hough brought up is an unfortunately bump in the road. Mrs. Hough indicated that if her family would have known what was being considered, they would have done something about it. This now presents a definite problem for her family.

Mr. Yetsko questioned if Mrs. Hough has a deed to the property, to which Mrs. Hough replied affirmatively. Mr. Hough indicated that in the 1950's the properties were not surveyed. Mr.

Handel noted that the property is 62 x 125 where the house is located. Attorney Barbin stated that, to be clear, the Authority has not actually spent any funds on this as yet because the agreement with the Ambulance Association was that they had to pay for the surveying of the property; and if the property has to be re-surveyed, the Ambulance Association will have to spend more funds. Instead of an appraiser, Attorney Barbin pointed out, the family could look at what the cost was per square foot in the Cooney deed and recalculate it from there. He emphasized that this is really in the Ambulance Association's control because they had made the deal with Cooney and they hired the surveyor. Attorney Barbin noted that the agreement between the Authority and the Ambulance Association is that the Authority would swap the properties, but the Ambulance Association would put up a new fence around the property. He pointed out that now there is another problem; and other than the handshake deal the Authority made with the Ambulance Association, it is really the Ambulance Association's responsibility to resolve this concern. Mrs. Hough questioned why her family was then sent to speak to the Authority Board, to which Attorney Barbin replied that, from Cooney's point of view, they know the Authority is receiving the land in the end.

Mr. Handel questioned if the hiking trail is still going to be going in the area, to which Attorney Barbin replied that this is not an Authority project. Mr. Stancovich commented that, if you look at the property map, Miller Shaft Road runs right through and he believes this is the walking trail; and, in his understanding, that right-of-way remains. Mr. Handel questioned what happened with the current Township building since they have found another piece of property, to which Mr. Stancovich replied that he believes that the Township is keeping the current building for storage once they build the new facility.

Mrs. Hough questioned if they now have to approach the Ambulance Association, to which Attorney Barbin replied that the Authority has a deed for the current pipe yard property. The Authority will not be able to sign over this deed to the Ambulance Association until the Ambulance Association can present to the Authority a deed for the property that is being purchased with a fence on it and a clean title. Mrs. Hough noted that her family is now really in the middle. Mr. Stancovich commented that it is unfortunate that Mrs. Hough's family has maintained this property for 60 years; and being that there are options, and with further discussions, he believes we can move forward. Mr. Stancovich stated that Mrs. Hough's family should meet with the Ambulance Association to see what their feelings are on the matter. Attorney Barbin noted that the Authority would also have to decide if what land is left is sufficient to meet the Authority's needs. Mrs. Hough stated that Mr. Cadwallader had indicated that he did not think he was going to use this piece of land and showed them where the fence was going to be located. Attorney Barbin noted that, in the end, it is the Board's decision on how much land will be used and how. Mrs. Hough commented that she realizes Mr. Cadwallader was acting as a liaison for the Authority.

Mr. Beyer indicated that before Mrs. Hough meets with the Ambulance Association, perhaps the family should check with the Township regarding the cul-de-sac and make sure the Authority has ample enough room to enter the property without being on someone else's property. Attorney Barbin agreed stating that the question would be how large the cul-de-sac is. Mr. Stancovich agreed stating that we should leave it at this and that there will be more discussion on this matter as we move forward.

Kathy and Tom Hough and Don and Donna Handel departed from the meeting at this time.

Mr. Koval indicated that the fact that the family used the property does not mean they own it. Mr. Miorelli questioned if, under real estate law, does 20 years establish a right-of-way, to which

Attorney Barbin replied that it would only be with open and notorious continuous rights against the rights of the true owner. He noted that it really is not a given and the facts have to be proven. The family could have a case, but you would have to have all of the facts and they would have to be analyzed by an attorney.

Mr. Stancovich recognized the representatives from the Blue Knob Fire Department.

Mr. Salyards indicated that the representatives from the Blue Knob Fire Department were present to obtain approval for the upcoming four-wheel ride. He was hoping that Mr. Barton or Mr. Cadwallader would be present at the meeting to add to the discussion. Attorney Barbin stated that Mr. Barton, in his absence, had provided a written report. In the report, Mr. Barton included that on June 23 and 24, 2016 he walked the entire trail system that was utilized in the past by the Blue Knob Fire Department. He also flagged all areas of concern where the road system needed to be stabilized; i.e., where water needed drained, where broad-based dips needed to be implemented in order to prevent soil erosion, etc. On July 1, 2016, Mr. Barton met with Mr. Clair Chappell and a local excavator who will be conducting the cleanup of the entire road system for the Blue Knob Fire Company, along with walking the road system and reviewed the work that had to be conducted. Mr. Barton supplied Mr. Chappell with the map of the trail system; and Mr. Chappell began his work on July 6, 2016. Mr. Barton indicated in his report that he will continue to oversee the efforts through its completion, which should be sometime within the next two weeks, weather permitting. Mr. Barton's report indicated that there are several (eight to ten) stream crossings that were utilized by the Fire Department that he feels need supplied by limestone rock (#3 and #4); and he has asked that the stone be delivered to the crossings on the watershed.

Attorney Barbin noted that Mr. Barton alerted him by telephone prior to the meeting that he was awaiting to hear back from the Blue Knob Fire Department about the purchase of the stone. Mr. Salyards noted that the other representatives of the Fire Department were not aware of this. He commented that there would probably be three to four loads of stone that would be necessary. However, Mr. Salyards noted, he does not think that the Fire Department would have any concern with the purchase of the stone. The representatives of the Fire Department indicated that it was the decision that whatever it needed to do to rectify the concern would be agreed to, to which Attorney Barbin noted that the Fire Department Board would have to agree to any action.

The representatives from the Fire Department noted that 90% of their four-wheel ride is not on the Authority's property. There is only one area where the ride would have to cross the Helsel property to get to Authority property. Mr. Salyards presented a map that showed a right-of-way road from the end of the Chappell Lane clear through the property owned by the Game Commission; and the Fire Department will stay on the east side of that property, which, technically, is not watershed property. Mr. Salyards commented that what the Fire Department is requesting is permission for the run. He wanted to meet with Mr. Barton and share with him ahead of time what minimal part of the Authority's property that the Fire Department would be using. Mr. Salyards would be meeting with Mr. Barton prior to the run and sharing the information with him, but he does not think there will be a concern since the run will be staying clear of the Authority's property. The representatives explained to the Board the route of the trail, and Mr. Miorielli agreed that the run would minimally be on the Authority's property. Mr. Salyards agreed indicating that the trail would only run across an edge of the Authority's property where it would cross to get to the Helsel property. The representatives from Blue Knob also pointed out that there are others that use the Authority property who are not authorized; and they are requesting use of only a small piece of the Authority's property.

Attorney Barbin questioned the date of the next run, to which Mr. Salyards replied that it will be held on August 13. Mr. Yetsko questioned how much stone is needed to make the necessary repairs and what type will be used, to which Mr. Salyards replied that it will be limestone rock (#3 and #4), and it would be three or four triaxle loads. Mr. Yetsko questioned if this type of stone is going to be big enough, to which Mr. Salyards replied that this stone is the typical sized stone for a crossing. Mr. Miorelli commented that this is the type of stone that is used below the treatment plant at the gate where they cross the creek. Mr. Stancovich stated that you would have to put a base in before you place the stone. The representatives from the Fire Company noted that the bridges are not being used, so they can be removed if the Authority wanted; however, they should probably be left in so that you use the bridge rather than crossing through the water in the creek.

Mr. Stancovich stated that the above request would be considered under New Business at this evening's meeting and then someone from the Authority would be in contact with the Fire Company tomorrow. Mr. Miorelli questioned, if the Board agrees to allow the run, would the Fire Company be getting the liability forms signed by those participating in the run, to which Mr. Salyards replied affirmatively. Mr. Yetsko questioned if the Fire Company will be taking care of Mr. Barton financially for his assistance, to which the representatives from the Fire Company replied that this has not been brought up to date. Mr. Koval noted that this had been discussed at a previous Board meeting. The representatives from the Fire Company pointed out that they would agree to do whatever it takes to make it whole with the Authority.

The representatives from the Blue Knob Fire Company 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 JUNE 2, 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

Allegheny Supply	\$ 44.88
American Eagle Screen Print	375.50
Cambria Mailing Service, Inc.	76.04
CMPA	1,000.00
Environmental Service Laboratories, Inc.	160.00
Hach	782.87
John Gartland	50.00
L/B Water Service, Inc.	431.90
Laurel Sand and Stone	475.30

Long Barn Inc. II	26.40
Mainline Newspaper	89.00
Margaret Skelly	100.00
Mark Stancovich	50.00
Mary L Elchin	144.00
New Enterprise Stone & Lime Co Inc	397.83
Portage Auto Parts	278.92
Portage Post Office	141.00
Portage Service Center	856.15
Ray's Lawnmower	78.88
Ray Oil & Gas Co	333.68
RDM – Johnstown LLC	300.00
Ronald Fink Jr	100.00
Ronald Cadwallader, Jr	20.00
Sharon Squillario	50.00
Stager's Store	352.96
Stephen Koval	50.00
Verizon Wireless	161.74
Wicklow, Inc.	339.50
William G Barbin, esq	1,405.50
	<u>\$ 8,672.05</u>

Paid Bills

Aflac	\$ 226.22
Comcast	290.69
First National Bank	6,321.99
Groff Tractor & Equipment	14,200.00
Highmark Blue Shield	7,312.08
PA One Call System, Inc.	34.29
Penelec	1,804.89
Peoples Natural Gas Company	70.11
REA Energy Cooperative Inc.	942.23
Tire Ship	45.00
Chad Franey	100.00
Jessica DiFlauro	100.00
Link Computer Corporation	1,305.00
Pro Disposal, Inc.	142.00
Sheetz Fleet Service	268.02
Staples	122.28
Verizon	443.65
WB Mason Co Inc.	6.86
	<u>\$33,735.31</u>

ON MOTION OF MR. YETSKO, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$67,863.27 (REGULAR BILLS, \$8,672.05; PAID BILLS, \$33,735.31; 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 june 2016 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,490,698.41; CASH IN, \$230,648.18; CASH OUT, (\$229,993.88); ADJUSTMENT (INTEREST/MISC.), \$0; ENDING CASH, \$1,491,352.71. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

VIII. SUPERINTENDENT'S REPORT

In Mr. Cadwallader's absence, 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. Yetzko commented that Mr. Cadwallader did request in his report the purchase of a security system along with installation. The cost would be \$400 for the purchase and installation of two new monitors at the treatment plant.

ON MOTION OF MR. YETSKO, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE PURCHASE OF TWO NEW MONITORS FOR THE CAMERA SYSTEM TO COMPLETE THE UPGRADE AT A COST OF \$400 (SMITHMYER ELECTRIC). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

IX. ENGINEER'S REPORT

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

As it relates to the Martindale transmission line, Mr. Beyer reported that he has received the final pay application from Lumadue. Mr. Beyer will need to review it further because there are some discrepancies. He will have the information available for the next meeting; and he will also prepare the change order, acceptance of final payment and release of liens for Board approval in order to close out this project. As it relates to the survey for this project, Mr. Beyer noted that most of the field work is complete as it relates to the survey. The team still has to get a couple of lateral locations and curb stop locations in that area. All of the survey information should be completed by the next meeting and he will deliver it to Mr. Cadwallader.

Mr. Beyer indicated that at the last meeting, the Board discussed the grant for the Mountain Avenue project and possibly Farren Street. Since the last meeting, he spoke with Mr. Custer. Mr. Beyer presented a map which outlined in red the project area. Mr. Beyer pointed out that, if the Board wants to continue with the request, Mr. Custer would need: 1) a service map of the area that would include the Mountain Avenue tank (area outlined in red on the map); and 2) in order to make sure the project is eligible because of low income (income study), the names and addresses of the residents within the area outlined in red on the map provided. Mr. Beyer questioned if he could request Joy Powers to prepare the residents listing to provide to Mr.

Custer; and then Mr. Custer would send the letter to the residents. Mr. Stancovich noted that Ms. Powers has done this in the past and he does not think there would be a problem.

Mr. Yetsko questioned if Farren Street could not be involved in the project. Mr. Beyer noted that the Authority would receive \$420,000 worth of work. He has talked with Mr. Koban; and Mr. Beyer will be attending the next meeting of Borough Council to discuss this matter. Mr. Beyer pointed out that obviously there will be some residents that have concerns with the bricks being affected. He explained that before EADS can actually define a project cost, the Authority would want to know what the restoration cost is going to be. Mr. Beyer stated that the meeting is on July 18 at 6:30 p.m. if the Board members would want to attend as well. Mr. Yetsko commented that the last time this was discussed, he was under the understanding that we would be going above Farren Street. Mr. Beyer stated that Mr. Cadwallader has not gotten back to him as to whether this can be done, but there are other utilities in the alternate area and it is very narrow. He commented that the details will have to be worked out, but the first step would be the discussion with Borough Council.

Mr. Beyer noted that he has not received the as built information for the Johnson Avenue and Grant Street project. He has submitted the change orders to the Redevelopment Authority, but Mr. Custer has not mailed them out yet, so he needs additional information from him to close out the project.

As it relates to the Martindale spillway, Mr. Beyer pointed out that he has started working on this. In order to give the Board a good feasibility study so that the Board knows exactly what it is looking at there are many questions. He noted that DEP stated that we could raise the height of the dam and put overtopping protection in. With that being said, however, EADS needs to do some studies to make sure the wall that is buried is wide enough and to see what it would take structurally after the hydraulic study is done and whether it would be. Mr. Beyer noted that the feasibility study would cost approximately \$15,000 because of the time involved. He commented that he is not sure if he needs an Agreement with the Authority or not to do the feasibility study; and he just wanted to inform the Board of the initial costs. If we do not do anything for the next year, that would be fine, but the cost of the feasibility study could be submitted to DEP. However, Mr. Beyer noted, that is a lot of funds for the Authority to assume currently. He commented that, with the \$15,000 spent on the feasibility study, he could give the Authority several options, some of which may not be cost-effective. Drawings will be provided; and hopefully then the option where the spillway is raised one foot and then show the overtop protection would be completed.

Mr. Stancovich indicated that Mr. Beyer should be prepared to present to the Board at the next meeting an Agreement that would show what the Authority would receive under the feasibility study and the options. Mr. Beyer indicated that he would do that, but he wanted to also make the Board aware of the up-front costs. Attorney Barbin questioned if Mr. Stancovich was suggesting that Mr. Beyer prepare a work order with the contract, to which Mr. Stancovich replied affirmatively. Mr. Miorelli questioned what the deadline is to get this work completed, to which Mr. Beyer replied that there is no deadline. He noted that DEP indicated that nothing has to be done at this time; however, if we do nothing, sooner or later there will be a consent order received that says the work has to be completed and the Authority would have to decide where the funds are going to come from to complete the work. By planning ahead, Mr. Beyer pointed out, the Authority will be able to budget accordingly for the project. Attorney Beyer noted that the Johnstown Water Authority is working on a similar situation relative to the Northfork Dam. He emphasized that by the Authority doing the work ourselves before there is a DEP order, the Authority can budget the money to the permit point where it needs to get funding. Mr. Beyer stated that the reservoir at Indian Lake, which is six times the size of the Authority's reservoir,

did similar changes about six years ago; and the project cost approximately \$15M. Mr. Stancovich stated that we definitely want to be ahead of the game in this situation.

X. SOLICITOR'S REPORT

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

Concerning the purchase of the Cooney property by the Authority, Attorney Barbin stated that Mr. Barton submitted his report prior to the meeting since he would not be in attendance. At the last meeting, the matter had been settled; however, Attorney Lambrusco had not responded. Attorney Barbin noted that Mr. Barton pointed out in his report that Attorney Sossong spoke with Cooney about the possibility of the Authority purchasing the balance of the standing timber (13" dbh and higher in diameter) along with the land. Cooney stated that he would be happy to entertain and consider such an offer. Attorney Barbin explained that he spoke to Mr. Barton today; and the reason Mr. Barton thinks this would be important is that the trees are at a size where they are growing 10% per year at the current time. In 10 years, the value of the trees will double; and Mr. Barton believes that the current value of the trees would not exceed \$500 per acre. Attorney Barbin noted that Cooney offered the Authority the reduced price of \$817 per acre, so if you add the \$500 to that it would be \$1,317 per acre, which is a high cost of land for this area. Mr. Koval commented that he thought the offer was going to be based on Cooney timbering the land, to which Attorney Barbin agreed stating that the price agreed to was \$195,263. However, Attorney Barbin pointed out, after this action was taken, Mr. Barton had some concerns that the trees were being destroyed before their prime value. Mr. Koval questioned if the timbering was in process, to which Attorney Barbin replied negatively.

Attorney Barbin noted that, if the Board would be interested, Mr. Barton has offered to take an inventory of the timber in order to determine the approximate cost of the board footage on the area of the property being purchased from Cooney. Mr. Barton estimates that the value of the balance of the standing timber would be somewhere between \$400 - \$500 per acre. Mr. Yetsko questioned if this would be for the entire piece of property, to which Attorney Barbin replied affirmatively. Attorney Barbin noted that this would then result in the Authority purchasing the property for \$1,317 per acre; however, in 10 years, Mr. Barton feels this would be worth \$1,000 per acre. He commented that you do not usually realize a 10% return on your value in that things can happen to the trees in the meantime. Attorney Barbin noted that Mr. Barton could complete the survey in three days at a cost of \$1,200 and he could place a value on all of the timber on the 239 acres. Attorney Barbin noted that he currently has the request in to Cooney at \$817/acre, but with the addition of \$500, it would cost \$120,000 more to the Authority. Mr. Koval questioned what the final number of the purchase would be, to which Attorney Barbin replied that, after Mr. Barton surveys the area, if the Board agrees, Mr. Barton would provide the final purchase price to Attorney Sossong to provide to Cooney.

Attorney Barbin noted that, if the Board agrees, the Board would be authorizing Mr. Barton to do the timber survey not to exceed \$1,200 and authorizing to make an offer to Cooney for the purchase of the property not to exceed \$1,317 per acre based on Mr. Barton's valuation of the timber (not to exceed \$500 per acre). Mr. Koval questioned what happened with Cooney timbering the acreage, to which Attorney Barbin replied that Cooney was in the process of contemplating timbering the land but would be willing to stop. Attorney Barbin emphasized that Cooney is extremely considerate and concerned about the community; and Attorney Barbin believes that this is what we are seeing in this situation. Mr. Koval questioned what the Board would be approving, to which Attorney Barbin replied that the Board would be approving an offer of \$817 per acre, plus an amount not to exceed \$500 based on Mr. Barton's valuation.

ON MOTION OF MR. KOVAL, 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, NOT TO EXCEED \$313,807, WITH AN ADDITIONAL \$500 PER ACRE BASED ON MR. BARTON'S VALUATION OF THE TIMBER, AS WELL AS AUTHORIZING MR. BARTON TO PERFORM THE SURVEY AT A COST OF \$1,200. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

Mr. Koval questioned if Attorney Barbin would contact Cooney, to which Attorney Barbin replied that Mr. Barton will perform his three day survey and then present the information to Tony Sossong who will then present the proposal to Cooney.

Attorney Barbin noted that there was a matter included under New Business relative to the signing of the agreement with the Portage Area Ambulance Association on the land swap. The Agreement recites the new tax numbers off of the survey (1.353 acres and 0.19 acres) that the Ambulance Association will trade for the Authority's property (tract 4712, 100.01); and it states that the Ambulance Association will assume all of the costs of the transaction, including, but not limited to, the cost of the survey, document preparation, recording costs, transfer taxes, etc. The agreement also includes a statement that special warranty deeds would be provided; and both parties would execute any documents necessary to carry this out. The agreement would be null and void if not completed within six months of the date of signing. Attorney Barbin pointed out that, if the Ambulance Association is spending the money, they should have something in writing that states the agreement between the Ambulance Association and the Authority. Mr. Koval questioned if the Ambulance Association has agreed to install the fencing, to which Attorney Barbin replied negatively stating that this was from an earlier agreement.

Attorney Barbin noted that the agreement is not really good because of the discussion earlier in the meeting; however, the positive item is that it would be in the Authority's favor since it states that the Ambulance Association would give the Authority the two properties and now there is a problem with them giving the Authority the two properties. As it relates to squatter's rights that was claimed earlier in the meeting, Attorney Barbin pointed out that this would have to be proven and established in court which would require an act of exclusion (fence would have to be open, notorious, continuous and exclusive). This may exist, Attorney Barbin noted, but with this agreement, if the residents do not provide this, the Ambulance Association would not be complying with the agreement, which would allow the Authority to modify it. Attorney Barbin noted that the agreement is one that would require the Ambulance Association to deliver the entire property to the Authority.

Mr. Koval questioned how this would affect the Authority's use of the land because he would assume that the Authority had plans to store equipment in the area and now we would be cutting back on that area, to which Attorney Barbin replied that this would have to be discussed with Mr. Cadwallader,. Mr. Yetsko noted that the Authority would not have to cut back on anything unless the residents involved could prove they have squatter's rights. Mr. Beyer noted that the land in question would be 40 x 125, which would come off of the .2 acres that the Authority would be looking at. Mr. Koval questioned who is installing the cul-de-sac, to which Mr Beyer replied that this would be the Township. Mr. Beyer explained that the property in question used to be an old railroad bed, and we would either need to get an easement or install a cul-de-sac in order to access the property. The Township agreed that they would install the cul-de-sac, which would be to their benefit when they plow the area. Mr. Koval questioned if the cul-de-sac is in the area that the residents what to be given to them, to which Mr. Beyer replied affirmatively. Mr. Beyer noted that we need to ensure that the Authority is still able to access

the land in that area because if the Authority does not own it, someone could put a fence up and then there would not be access to the property.

Attorney Barbin commented that it might be best if the Authority not sign the agreement until all of these matters are worked out. Discussion ensued relative to perhaps adding ½ of an acre to the other end of the property. Mr. Koval commented that adding extra acreage on the other end would not matter if the Authority does not have access to it. Attorney Barbin emphasized that the Township would have to agree to moving the cul-de-sac as well. He pointed out that Mr. Cadwallader will need to review the entire matter before a decision can be made.

As it relates to the Forester's Report, Attorney Barbin commented that there are two additional stream crossings (one immediately above and one immediately below the stream intake); and if the work is being done, there should be stone placed in these areas as well. Attorney Barbin noted that the area above should definitely be done. Therefore, Mr. Barton would like approval of the Board to purchase stone, one for each crossing. Mr. Barton spoke with Mr. Clair Chappell who will spread the stone if the Authority purchases the stone. Mr. Miorelli commented that this would probably be 42 ton of stone; and the price a few years ago for 21 tons was \$400. Attorney Barbin noted that we would definitely have to do the area above the stream intake; and the one below the intake would be good to keep in order.

Mr. Miorelli commented that it was brought to his attention that the second dam is posted with federal regulations and trespassing signs. If the Authority does improve the trails, Mr. Miorelli pointed out, perhaps we could add additional trespassing signs. Attorney Barbin noted that he is not aware of any other water authority that allows ATVs in their water shed. The Portage Water Authority has not had a problem until the concerns with the Blue Knob Fire Department, which is getting resolved. Attorney Barbin pointed out that he is not aware of any other authority that would allow anything to affect the purity of the drinking water.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE PURCHASE OF LIMESTONE ROCK (#3 AND #4) FOR REPAIR OF THE STREAM CROSSINGS, NOT TO EXCEED \$1,000. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

XI. FORESTER'S REPORT

Mr. Barton's report was provided to the Board prior to the meeting. Discussion ensued above.

XII. UNFINISHED BUSINESS

- 2014 CDBG Grant

Discussed earlier in the meeting.

- Employee Issues

No employee issues to be presented to the Board.

- Cemetery Road Project

Discussed earlier in the meeting. A few more crossings will need completed before final restoration.

- Scagburners Snowmobile Club

Attorney Barbin noted that he did discuss the matter with an individual involved with the Scagburners Club to clarify if the insurance required was property damage or casualty insurance. As it would be casualty insurance that would be needed, the representative of the club indicated that if was casualty insurance, the Club would be able to provide this. The Club provided the necessary \$250,000 insurance coverage.

ON MOTION OF MR. GARTLAND, SECONDED BY MR. KOVAL, THE BOARD UNANIMOUSLY APPROVED THE USE OF THE AUTHORITY'S PROPERTY BY THE SCAGBURNERS SNOWMOBILE CLUB ALONG WITH THE SIGNING OF THE NECESSARY AGREEMENT. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Blue Knob Poker Run

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE USE OF THE LIMITED AUTHORITY'S PROPERTY BY BLUE KNOB FIRE DEPARTMENT FOR THEIR RUN ON AUGUST 13, CONTINGENT UPON THE REPAIR OF THE PROPERTY AND THE PAYMENT OF MR. BARTON'S CHARGES. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Kukurin (Unpaid Invoices)

Attorney Barbin noted that he is awaiting Mr. Cadwallader's return from vacation until this matter can be discussed further.

- Security Cameras

Approved earlier in the meeting.

XIII. NEW BUSINESS

- Backup of Tapes for Office

ON MOTION OF MR. YETSKO, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE PURCHASE OF THE BACKUP TAPES FOR THE OFFICE AT A COST OF \$160. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. STANCOVICH, MR. GARTLAND, MR. KOVAL, MR. MIORELLI AND MR. YETSKO.

- Don Brunett Right-of-Way Problem

Discussion to take place further at the August meeting pending Mr. Cadwallder's return.

- Pipeyard Project

Discussed earlier in the meeting.

- Vandalism at Besncreek Plant

Discussed in Mr. Cadwallader's report.

- Agreement with Ambulance Association

Discussed earlier in the meeting.

XIV. GOOD OF THE ORDER

- Requests for Adjustment

Mr. Stancovich presented the following requests for adjustments:

- ✓ Helping Hand Rescue Mission: pipe blocked and has been repaired. Amount billed, \$1,236.56; adjusted bill, \$320.83.
- ✓ Portage Area High School (football stadium): vandalism in locker room. Amount billed, \$488.82; adjusted bill, \$114.61.

ON MOTION OF MR. KOVAL, SECONDED BY MR. GARTLAND, THE BOARD UNANIMOUSLY APPROVED THE ABOVE ADJUSTMENTS AS PRESENTED. 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. KOVAL, THE BOARD ADJOURNED THE MEETING AT 8:22 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, August 4, 2016 at 7:00 p.m.

Respectfully submitted,



Sharon Squillario
Recording Secretary