

Shippensburg Borough Authority Minutes  
Special Meeting  
March 28, 2017  
6:03 pm

**Present:**

Michael Pimental (MP) Steve Brenize (SB) Troy Pomeroy (TP) Kerri Burrow (KB)  
Evaggelos Tsambiras (ET) Dennis Hammaker (DH) John Epley (JE) Peggy Miller (PM)  
Brian Kauffman-Rettew (BK)

**Absent:** Mark Ryder (MR) Forest Myers (FM)

**Other:** Dave Thomas (DT) Matrix Development Group

Jody Cole (JC) Executive Director of the Shippensburg Public Library

**1. Public Comment** (none)

**2. Business Items:**

**a. Consideration to Issue Notice of Intent to Award for the Possum Hollow Road Interconnect Project to Wexcon, Inc.**

(DH) Does anybody need a copy of the recommendation letter that was sent out? The good news was that there were 14 bidders the low bid amount is significantly lower than our budget which is really good news. You will note that in my recommendation letter that the low bidder had a couple of clerical errors which we looked into, there was an email I sent to Forest for his input for those items. He responded back and in addition to that I sent it to the low bidder and they responded with some clarifications to assure us that those problems were not going to cause a problem for him. That they were not going to cause him to withdrawal a bid or not going to cause him to have a problem standing behind the bidder amount that he provided. Those clerical items they neglected to acknowledge addendum #2 and they confirmed that will not affect their bid and they actually sent us acknowledging that they had seen and that is not going to change their bid. They had not disclosed that they are going to use a subcontractor then informally by phone call told us that they had planned to use a subcontractor, so they clarified that. The confirmed and assured us that would not affect their bid amount and also there was a failure to sign in one place, where they were supposed to sign on the bid form. They took care of that and sent us another copy of the bid form that was signed and attested and sealed by their corporate seal. They took care of those things all three of which I believed and Forest believed were minor discrepancies, minor problems that should not cause us to throw their bid out. And further belief that would not be grounds enough for somebody to lodge a complaint or a dispute over the bid. And we have not had any disputes by anybody else because of those items. So my recommendation letter is to award the bid to the lowest bidder. That they did not, and if you recall we actually offered alternate bids for some alternate materials for bores and they did not offer a price on those. Their base bid is for the material that we really wanted so that is not a big problem. So our recommendation letter recommends award to Wexcon in the amount of \$1,195,692.00 and I don't know that I have anything else to add to that. I am sure you will have some questions and I will be glad to answer those.

(SB) during the process of conferring with references, there wasn't anything in their references that seemed to think that the minor issues with the bid were going to be an issue in performing the job?

(DH) nope, everybody we talked to, I think we talked to 4 or 5 references and including some people that had them on a retainer, (an ongoing contract) there was one client that we contacted and said that they had been on a two year ongoing contract doing their work and they had lost the last bid and they were sorry to see them go. And so everybody that we talked to was positive about their work and recommended them.

(SB) and had they done comparable work on this scope, have they done maybe not all in one project, but have they run a two mile long water line, down a hill from a tower to underneath something and boring, but maybe not all in the same project but at least had the capability of doing all the different parts of this project and putting it together?

(DH) I didn't get into a lot of the detail on the projects but they submitted a list of other projects that they recently completed or in the process of completing and there is 8 projects that are either complete or in the process of being completed that are of the same dollar value or more than this contract. So they are used to doing large projects, water and sewer projects and so we felt comfortable that they could do the job.

(MP) any other questions for Dennis?

(KB) the only other question I have is because in another life this is what I used to do, go over bids. I am concerned about the clerical errors only because this is their lifeblood so it concerns me that they don't have their i's dotted and their t's crossed.

(DH) it is funny because one or two of the references called specifically stated that they were really good with their paperwork, it was a total mystery to me, as to why they had these seemingly little things, I agree with you it can be a symptom of a larger problem, you know it can be. I don't see that in anything else from what we heard from the references or saw anywhere else.

(TP) I guess they will be using the same sub, if they don't go with that jack and bore if they have to use that?

(DH) in the original bid they did not list a subcontractor and then they came back and said yes we are going to use a subcontractor. The good thing about that was looking at the next three lower bidders, 2 of the 3 of them also listed the same subcontractor. So it appears that same sub-contractor is somebody that other people use and have confidence in, if 2 of the 3 listed them and the third one didn't list anybody, maybe they do their own boring, I didn't get into that with them, they were the 3<sup>rd</sup> lowest. The plan is for them unless they come in for a request for a change, that it would be a traditional jack and bore steel casing and ductile iron pipe.

(MP) so what is on our agenda here is consideration to a notice to intent award. So if we were to take that step this evening what is the next step?

(DH) assuming that you choose to award the project by your action here, I am in a position to, tomorrow send out a 3 copies of the contract document to the low bidder, they would have 10 days to get their bonding, their insurance certificate and sign all the documents and get them back to us. At which time we would be scheduling a pre-construction meeting, we would review what they have done and be sure that it looks okay. I would talk to Forest, I didn't realize that he wasn't going to here tonight. I will talk to him in the meantime in the next couple of days and ask him at what point does he want to see those documents to verify that they are okay from his standpoint. That everything has been done correctly, he has already seen the blank document, I just want to see all the signatures and be sure that he is comfortable as a legal document it is good to go, before you sign it. As soon as we get those back we would schedule a preconstruction meeting at which time a notice to proceed would be issued to them and that would start the contract.

(TP) I have a quick question for you Dennis, you were going over some of the projects that they are involved with and it looked like you had a pretty lengthy list, how are they for meeting deadlines?

(DH) everybody that we contacted said that they had done a good job and nobody complained that they were behind schedule or not meeting their deadlines. I have a regular two page list, when we call contacts of questions to ask so I ask the same questions to everybody. Have they had any legal disputes? Are they going over budget? Are they meeting their deadlines? Are they getting those closeout documents done? Just a number of things that we want to see from a performance standpoint that they are doing their job, that is pretty standard, so I am sure that we asked the right questions.

(JE) Dennis, question, if we do the intent to award tonight do you think everything will be in place to award the bid at our next meeting?

(DH) there are two different schools of thought on the notice to award and the notice of intent to award. The way that I have historically done awards is we are actually awarding or authorizing award of the project to the contractor. Now that award is subject to them getting their bonds, insurance and signing the bid documents within the 10 days required where they can be seen in as to fall. The only time that I have seen the process of notice of intent to award and then an intent to award and then a notice to proceed is when there has been a funding agency involved for instance if Farmers Home or Rural Development is involved, they want to approve

all the documents before you are allowed to award. So they make you issue a notice of intent to award, that gives the contractor the ability to go get their bonding and their insurance certificates and all that stuff would be gathered and sent to the funding agency for approval. They would issue a notice to or actually an approval to award the contract to the contractor. The traditional way that this is done in the most standard documents in which are engineers joint council documents, EJCD documents those documents and the AIA documents are the ones that are most used nationally. AIA being Architectural projects and EJCD being engineering projects their issue of award is it just states that it issued and awarded to the contractor and is subject to them getting those things done, their bonding and their insurance, and everything.

(MP) so is it fair to say that the notice of intent is essentially a conditional approval or a conditional award of the contract.

(DH) like I say, the document that I intend to issue tomorrow unless you tell me that you disagree actually says notice of award. It doesn't say notice of intent to award. You are actually awarding the project but then they have to follow through

(SB) they have to do their part and basically there is a time period that somebody can if there is a reason for them to be able to do so that somebody can appeal that, they can try to

(DH) the main thing that would happen is if they did not get their bonding and they didn't get their insurance certificate or they didn't follow through and execute the documents within the time frame. Then you would be within your rights to withdrawal your award and issue it to the next bidder.

(MP) I think that is how I understood it to be, but perhaps it is clearer for everybody around the table, so any other questions

(SB) I have one more question, you mentioned the next two or three contractors, apples to apples not comparing numbers how do the ability of those companies verses the ability of this company stack up?

(DH) As far as I don't have any direct personal experience with any of those first four bidders.

(SB) Based on the questions you asked based on your assessment, if we are not looking at the actual numbers if we are looking at the companies and their abilities to be able to do a job on this scope, their professionalism, the feel of the people of the references and the scope of the jobs that they have done. How does this contractor compare to the next two or three contractors?

(DH) we did not do any due diligence or call any references for the next bidders, they do have reputations of being capable and able contractors but as far as me being able to say, one company has 50 dump trucks and the other one has 30. Or they have done larger projects or are they more capable, I didn't make any attempt to look at that.

(SB) and that would be because of your belief that this is a solid bid and this is a solid contractor that would be able to do this and so there was no point to look at the other ones.

(DH) in public bidding if your references come back and the contractor obviously demonstrates that they are capable of doing it, you have to have a really good reason not to award it and in not doing so would put you in jeopardy of having a delay to the project because if we didn't that would probably would cause a dispute by the low bidder. And that would hold the process up, so we would really want to have a solid reason to reject a low bid.

(KB) Well, their bid packet was incomplete, that is as good as a reason as any. Just the fact that there is not a signature on a necessary page, I mean it is what it is. I have concerns that there were errors in the bid as minor as they may be, like I said this is their life blood. This is how they actually make money is by these projects is very concerning to me, regardless of how small it is. It is really concerning to me that it wasn't just one, but several clerical errors.

(DH) I understand, and I don't blame you for having that concern.

(MP) Troy do you know these folks, have you encountered them?

(TP) no, I did look them up on the internet, looked like they had 30 to 50 employees.

(SB) I looked at their website too

(MP) so what is the wish of the board here, if we want to go forward, a motion to issue a notice of intent to award and recognize as the low bidder Wexcon Inc.

(SB) I make a motion to issue a notice of intent to award for the Possum Hollow Road Interconnect Project to Wexcon Inc. as the low bidder.

(TP) second

(MP) Moved by Mr. Brenize and seconded by Mr. Pomeroy any further discussion?

(ET) I have one thing, your motion said, notice of intent to award, do we really want to do the intent or are we just going to give them the award?

(KB) its semantics, it's the same thing

(MP) from what Dennis tells us the intent

(DH) if I was advising you I would say that it was just a notice of award, but that is

(KB) the only way that it could not move into a full award is if they don't follow through with the paperwork

(DH) the document that I plan to issue tomorrow, and that is one clarification I would like to ask you whether you want somebody here to sign that or whether you want to authorize me to sign that. it doesn't matter either way just as long as if you want me to do it from my office and be able to send it out, we can always do it by emails. Or if you want John to do it or Michael to do it doesn't matter to me, I personally like to see the owner sign the notice of award but that is just a personal preference. I am glad to do it if you authorize me to do it.

(MP) but then Angelo's question is a good one; it seems to me now the point is confused now. Prior you had stated that the intent is essentially a conditional award and that once the conditions are met the awarder is considered defacto. Right? now it seems to me that you would prefer to that we actually in our language of our motions state that we actually award, is that just semantics?

(DH) no I apologize for not being clear enough, the times that I have seen owners issue a notice of intent to award have been times when there had been an intermediary step required primarily by a funding agency. If you had a project that was being funded by Farmers Home Administration or Rural Utility Services and they said this is our money and we don't want you to issue to award this, until we approve all the documents. So there are three steps, a notice of intent to award, that is enough for the contractor to go out and get his bonding and insurance certificates and that all goes to the funding agency and they review them and they say it is okay to award. Then there is a notice of award sent and the process continues everybody signs the documents and then everybody proceeds. In the case where you are self-funded and I would say in my years of experience 90-95% of the documents that I ever done in this process have just said notice to award and so that would be my recommendation. Unless you have some qualms about it, I am sorry that Forest isn't here to offer some legal, but the standard document that is used industry wide says Notice of Award and that would be my preference. I think each works.

(SB) so either gets us to where we need to be

(ET) but I believe the motion that you made makes it a two-step process.

(KB) the motion technically, if we are going to a motion to award then you are going to have to put the notice of award with the following conditions in it so that it is very clear and on the record that all of the stuff the final requirements that they have to meet and the time that they are given

(DH) that is both in the bid documents and it is also in the document that I or you issue following this motion it actually says by the bid documents you are required within 10 days to provide notice of payment bonds and you are required to provide insurance certificates and notarized and delivery these documents back to the engineer.

(SB) so then the motion of notice of intent to issue award is the proper way to go in this situation, because they are not technically awarded the project until they have done all their paperwork

(ET) I think that you are missing the point, if they do the required paperwork in 10 days

(SB) then they are awarded

(ET) no, no with the intent to award and then he would have to come back

(DH) I would have to come back unless you issue a second thing

(ET) we would have to have another meeting

(DH) or you authorize if they meet those conditions to issue an actual award

(KB) what does the bid paperwork say exactly? What does it say as far as in that section that you have so many days?

(SB) we have a motion established

(KB) yes, but the motion maybe incorrect

(ET) I want to skip the step that is what I want

(KB) it is not a matter of skipping the step and I understand the idea of self-funding and there is not a finance company, there is not a middle man involved that has to financially back this project, I get it. My concern is just sometimes a little bidder is not always the best.

(DH) here is the document that was included in the bid document, that we represented to them it would be issued if that was done and it says notice of award.

(SB) so the paperwork that you have in the bid document says notice to award

(DH) and the bottom of that does state, now that says 15 days so I was mistaken when I said 10

(MP) execute the agreement within 15 days of receipt of this notice to award, so we have a motion and a second for intent, if this motion were to fail we would then entertain yet another motion

(KB) can we just amend the motion

(MP) I think once we have a first and a second, I am not sure you can make an amendment

(PM) can you withdraw the motion

(ET) yes you can withdraw the motion

(KB) just withdraw it

(ET) we can vote on this motion

(SB) I will withdraw my original motion

(MP) so what is the intent of the board concerning awarding the bid for the Possum Hollow Road Project?

(ET) I make a motion that we award the bid to Westcon based on the letter that was submitted in the bid documents for a base bid of \$1,195,692.00

(SB) second

(MP) moved by Mr. Tsambiras and seconded by Mr., Pomeroy any further discussion? Let's vote all those in favor lets consent with an "aye" those who oppose "no"

(KB) no

(MP) I hear one no, motion carries 4-1

#### **b. Mr. Dave Thomas- Matrix Development Group**

(DT) my name is Dave Thomas I am with Matrix Development Group and I wanted to check in. this project is important to us as you know. So I wanted to stop back, I think the last time I was here was probably December about potential easements on Lot 1 that may be necessary depending upon what boring was done under I-81. There was a follow up call with Dennis and Forest and John in the January time frame the issue was timing. Where that easement was being proposed was right where our sediment basin is on the property. At that time you may need the easement you couldn't really say when the easement would be done. We said we have a million five square foot user we are going to need to build it and these type of things so. I think we all left it with it on that call; we would go with the jack and bore method and wouldn't need the easements at this time. I said to Forest if you need it then call us, because I certainly want to help and we don't want to get in the way. I just wanted to know if that status is still the same, then great. But if you need the easement we are here to work with you. I think as your time has come forward ours has been pushed out and we haven't seen that much activity on that 1 million and 1 pad, the land is currently available today. I think Dennis you and I both spoke when we were both driving here and I think you said that the intent is that you don't need the easement now.  
(DH) correct

(DT) so I think we can just cast that all aside, I just wanted to board up to speed on the conversations that happened in January.

(MP) my understanding is, that if the jack and bore were to be insufficiently powerful to get all the way under those roads that we may still need the easement, is that correct?

(DH) it would take the contractor failing to make the crossing based upon using the jack and bore and coming to us and saying that they would like to use an alternate method and having that method approved and we would have to go find the easements to do that. I think the chances of that are relatively small at this point. I hope.

(MP) okay, so but they still exist, they are small but they still exist, yes we may find ourselves asking for that easement yet, if the jack and bore was insufficient to get the job done. So your offering to help with that is greatly appreciated.

(DT) please call us, if that is an issue and we will figure something out. We need to work together on the water benefits all us, we need to work together.

(MP) great thank you

(DT) so the other item I want to talk about was the payment for the special purpose fee. Special purpose rate district 10 was enacted over the summer I believe. Then there was a later agreement on how we were resolving the dispute we were having. We then, that was in September and in that agreement our understanding of it was the payment. The Matrix payment that is listed specifically the special purpose fee payable by Matrix to the authority will be \$150,000 for lot 1D, and \$150,000 for lot 6 in lieu of the amended special purpose fee described above in paragraph 3 herein. Through those conversations and through this, we always understood those payments would be made at the time of development, of the building permit, when the typical special purpose fee would be made. Then we received an invoice and now I understand that I think the board had the understanding that those payments would be made more rapidly, I think.

(SB) I think the understanding was that negotiation and the contract that we signed was the ending of a legal battle back and forth. And so it was a contract that was signed and that is why it was under our understanding that that payment was due as part of that contract. That it was in lieu of future payment for that. That on those particular parcels of land instead of the future 75% divided all out and everything. That on those two parcels we would get the \$300,000, \$150,000 per, for accounting issues for you guys, but it was a direct result of that lawsuit that we were involved in and that was our contract that we can to terms with as the three different entities. And that is our understanding that is why we billed you back in November (john was it November or December)

(JE) it was November or December, not later than December

(SB) and that is why we are sitting here and we are going to work through this. Because we have been here before when we had a disagreement of what you think and what we think and we will work through it. When you came here back in January and the bill was outstanding, you know we didn't talk about it then. That is really where we are, it was really our understanding that here is how it was for us and your understanding here and we had a disagreement again, and we will just figure it out. That is what we are going to do, we already signed a contract that we basically have gotten some of the water under the bridge, so this is a minor issue and so I think we need to sit here today and figure out how to resolve that issue.

(MP) so where are you right now? What is your position now?

(DT) Well, I have for lot 6. I have that payment with me. We are doing earth work on lot 6 we have paid our tapping fees for lot 6, \$148,000 I think we paid in January for those 53 EDUs. So lot 6 we haven't pulled the building permit yet we haven't really figured out when we are going to do the building just yet. But for the earth work we are ready to pay that, we are trying to mend these issues. So I will turn this over to John I guess.

(MP) again for the record you are paying us for which lot?

(DT) lot 6

(MP) and for lot 1, what is your intention there?

(DT) I would propose that would be paid when the building permit is issued for lot 1, at the time of development for that property. That was, I guess looking back there was a misunderstanding, when the agreements were being discussed there was a \$300,000 payment. We specifically asked to break those up into two. Our thought was for the timing and I guess, it just wasn't conveyed properly.

(SB) we thought that you were breaking it up for accounting reasons

(MP) we presumed it was a lump sum but okay so you paid for the one lot and the second lot again, the operational definition of when that gets paid is when you are issuing a building permit. And that sounds like that follows normal procedure for us, is that correct? Would that be normal procedure that we would issue..?

(KB) is any part of this normal procedure?

(MP) no

(JE) it could be years before he gets a permit

(KB) years, literally it could be decades

(JE) but yet we incur the cost of developing this line, and the \$300,000 was absolutely part of how we are paying for it

(KB) that's my concern, there wasn't technically a lawsuit filed, so we weren't actually in a lawsuit, they kind of just put a placeholder in saying we reserve the right to. This was our way of saying this is for the good of everybody lets work through this. But ultimately what it came down to, where the wrench was we said look we understand that this will benefit the entire water system but we are doing this for you. We do need to be compensated to help cover relief for our rate payers. This is not doing that, this is still putting our rate payers on the fence for the \$150,000 for the foreseeable future.

(ET) I have a question, the document that was signed, was it reviewed or produced by Forest and has he had a chance to give us...

(JE) the agreement that was executed was reviewed by both attorneys and they were both amiably to it, fully executed and signed.

(ET) I understand that, but what did the agreement actually say

(MP) it doesn't give a trigger

(JE) it doesn't give a trigger it just says Matrix will pay \$150,000 for one lot and \$150,000 for the other lot based on that we issued the invoice.

(DT) there were items above that have specific timing within so many days the authority was going to do something and then so many days after that then Matrix and CVRDC were going to do something. So there were certain time horizons provided and this line item there were no times, so I think that is why we are here today.

(SB) so I guess what is before us is our response, "thank you for the \$150,000, we need the other \$150,000"

(KB) right here, this I where I believe the trigger is, okay up here within 130 days of the execution of this agreement the authority shall act to adopt a resolution at a regular or special meeting of the authority, blah blah blah, basically getting rid of the special purpose fee to represent 75% of the costs to construct the water transmission main. If you go back and look at that agreement the money was to paid up front, okay, down here this agreement that we basically got rid of by this resolution that we did at a special meeting these fees were to be paid up front. This is saying that this is in lieu of this, so if this isn't stating differently.

(SB) right as I explained it, it is our understanding that payment was in lieu of the future cost for the...

(KB) it actually literally states it in the agreement, so even though it doesn't specify a trigger to when the payments are, it very clearly eludes to it.

(SB) but where we are sitting at right now as Mikes reviewing it, where we are sitting at right now, we got a \$150,000 out of the \$300,000. We just got that check and I am pretty sure that Mr. Thomas doesn't have another \$150,000 check sitting in his pocket right now.

(DT) no

(SB) so he isn't prepared to give us another \$150,000 today, so how do we resolve this issue in a way for both of us that does not create more discourse that has already been caused?

(MP) how much more time would you need to produce a \$150,000 check, and square this thing up and keep moving on.

(DT) I don't know how soon we can pull the money together; you are saying to cut a check. I have to check with our accountants and see where all this is coming from

(MP) 60 days from today, would that be possible?

(DT) yes that is within range

(KB) we meet again in two weeks, as well, I am just saying. Here is where we are the quandary is that we are holding something up until we get this

(PM) construction

(KB) yes, you were supposed to have a preconstruction meeting

(PM) correct and we canceled that.

(KB) are we going to put that off for 60 days?

(ET) oh you mean for lot 6, Kerri is right, she is right, she is right for the way that is worded. She is right on.

(KB) I honestly believe that I understand that this was a misunderstanding and I truly honestly believe that they didn't get it. They didn't understand it, I don't think that there was anything nefarious going on, but that doesn't necessarily change our position. And our position is that we have two choices, we can move forward and set a precedence that we are going to move forward on a project in which something that we feel is owed to our rate payers. Or we can say we can't move forward until you meet the requirements of this resolution.

(SB) there is a third option that we can basically pick either the 30 day or the 60 day

(KB) Absolutely but that is still postponed and that is why this is on the agenda tonight, is that we are trying to get the ball rolling again for them

(ET) for Lot 6

(SB) I was saying the 3<sup>rd</sup> option is since we received half of what is due to our rate payers that we can say, that 30, 60 days or whatever but if we don't have the money, they we are back to stalling you out again.

(KB) how are we going to stall out, eventually we are going to run out of, we could say go ahead move forward because you have paid us for lot 6 and that is where they want to move. That is fine, how are we going to stall them? How are we going to ensure that our rate payers are compensated? In 30, 60 days we don't get the \$150,000

(SB) where we are at right now, what are we stalling out right now

(PM) the construction conference which in essence sets up how things go forward with construction

(ET) for Lot 6

(PM) yes for Lot 6

(SB) so what is the next step after the preconstruction meeting

(PM) shop drawing submittals, we would review the approve the shop drawing submittals once they are approved materials can be delivered to the site, the contractor provides a schedule for their work

(SB) and that is all just typical stuff you do and at no point does that come back to approval from yes

(ET) is there somewhere in the not too distant future that needs to be signed by us so that lot 6 can start construction

(SB) and that was Kerri's point is there another choke point or is this the last choke point?

(TP) the shop drawing and materials

(PM) shop drawings would come through after the preconstruction conference

(ET) and how long is that usually before we see them

(DH) they may come anytime, immediately after the other choke point is granting of turning the water on.

(SB) and that is what I am trying to get at, is there another choke point

(DH) conditional of turning on the water until your project is conditional of receiving the check

(KB) and that is true, we can just not turn on the water

(MP) do you want that? You don't want to face that right?

(DT) I want to work with everybody

(MP) what are you recommending here, you are hearing where the board is with it, what do you recommend? How do you see making a resolution?

(TP) what do you want us to do?

(PM) let me ask a question, what is your intent for construction? Are you looking at starting construction in the next week or two? Was that your intent to start construction?

(DT) they are doing the earth moving now

(PM) right ENS

(DT) I think we are trying to get ahead of ordering materials and just start to understand the process. I don't know when they had planned to build the actual work and how long the actual lead time is on the meter pit and those types of things. So they were trying to get ahead a little bit.

(PM) so if you had a check in 30 to 60 days, I am just thinking out loud. If you had a check in 30 to 60 days and at that point we could then schedule the preconstruction conference. Would that significantly delay your building at the warehouse?

(DT) it cuts into the contingency time, you know, now it is a longer lead time for the meter pit or different things like that. They are trying to get through the process.

(KB) here is the ultimate question for you. Do you have the authority to say to the SBA tonight, regardless of having to talk to your accounting department? Do you have the authority to be able to say 30 or 60 days we will get the accounting figured out and the other \$150,000 check will be on its way? Or does this have to go through essentially your version of this, where your people have to say, I am not seeing that is what the contract says, that is my concern. We are throwing this to Dave and Dave doesn't have the ultimate say, just like neither one of us do. So he is going to have to go back and say this is what the SBA is saying. Meanwhile back at the ranch they are constructing Lot 6. I think regardless of whether or not we say, and then we just won't turn on the water. I don't think that is a good idea for either Matrix or the SBA.

(MP) that is what I asked Dave, I don't think he wants to face that. Do you or do you not have the authority to say, what you can do relative to this next loop hole?

(DT) no I don't, it is not my signature on the agreement, so I got to go back and say that we read it a different from the way that you guys read it. I have to go back and explain to them.

(KB) then I would say that we don't even postpone it we just say, come back to us whenever it is resolved. I don't think we need to put a 30 or a 60 day mark. If they are able to come to us at the April 11<sup>th</sup> meeting and say here is your other \$150,000.

(SB) can our part be something along the lines of, we basically put this on hold until you guys got your money and then you were allowed to pick it back up right? Wasn't that the original? When we got to this in the past, wasn't our direction to staff that basically we are not doing anything until we get our money. But so we are basically still there.

(KB) if Matrix continued to move forward, I mean we were the whole way up to a pre bid conference, if that hadn't been caught; we would have lost that choke. It is not a good situation; nobody wants to hold up any kind of development. I certainly don't want to be responsible for it. But it is not my money; it is the rate payer's money. And that is the whole reason why I am here.

(JE) Peggy where are we at on the ground at Lot 6 at this point. What is in and what is not in

(PM) I could not tell you that, we do not have anything with the water system installed at this point. I do believe that they are moving dirt, as you mentioned and possibly have done some ENS work put some basin in and some stabilization.

(JE) lot 6 is on the right hand side as you and I went back that road that day

(PM) yes

(JE) what lot is the one that they are building on?

(PM) lot 7

(JE) okay

(DH) keep in mind and understand what they are doing out there water wise. What the authority is concerned about is the connection to the main to a meter pit. And that is the only thing and that is probably a 50 to 100 feet at the most. I don't remember because I haven't looked at the drawings for a couple of months. It is a very short period...

(SB) and that is great but to Kerri's point and to my point and I think to the whole boards point is that we made this contract and it is our understanding that while we are very happy that Dave is here and that we have gotten half of the money that our contract that we signed that we are due \$300,000 and we were due that \$300,000 before the beginning of the year.

(DH) I am not disputing anything you are saying. I just want you to understand what we are talking about so that you are informed. I am not trying to say that one position is right or wrong

(PM) I think what Dennis is saying is that is there any other work that can be done on the site other than the water system.

(DH) there is lots of things, there is a whole other, there is a ring that goes all the way around this huge building that is private, so the only thing that we are holding up. And it is a pretty big hold up, because it is the place that you get the water. is that little piece right there, about 50 to 100 feet plus a meter pit and that is it.

(SB) so there is plenty of other construction that can be done

(DT) oh yeah

(DH) they have got 20 times as much stuff to build as what we are holding up, so I am just trying to set perspective so that you are making an informed

(MP) so the concept of telling look you have 30 days doesn't really make any...

(KB) it is silly, ultimately we need to put it back to them and say, when you have the money come see us. And in the meantime, the SBA is

(SB) the direction to staff was, as soon as we have the money in our hands that they could go back to work for you and that is basically where we are and we are still in that same place. I don't really see any way around it.

(KB) I don't either, I have to be honest, I sat in those meetings and I didn't sit in all of them but I sat in the meetings and I feel it was very clear. How to get from point A to point B we were meeting in the middle and I thought that. We actually kind of came over and the middle was here. I don't necessarily know that we need to go any more over to the...

(DT) the timing of the construction isn't why I was necessarily here. I was here to understand the timing of the payment. I mean if it is 30 or 60 days...

(KB) tomorrow would be nice ☺

(SB) I think our understanding as presented by our solicitor and lead to where we are right now was that it was due when John sent you the bill. I mean we are not...

(KB) didn't we send the invoice as a result of not receiving the payment, so we actually directed him to send an invoice, as a gentle reminder?

(JE) yes, and we didn't send it out immediately upon the execution. We gave them, I shouldn't say we gave them, but there was a time that Nicole had asked, and I said hold it for now and then we will decide when to send it out. We executed the agreement in September,

(DT) yes

(JE) so the invoice to them did not go out to late November or early December, so there was already 3 months

(KB) we do appreciate you coming Dave

(DT) and it wasn't malicious on our end and we just clearly misunderstood. That is why I am concerned about this whole thinking that we were trying to do something...

(KB) and I said that I don't believe that it was nefarious, I really don't and I wish that there was more, I just. If this was honestly my private thing I would view it completely differently but I have to very objectively all of us do, because we get paid so much...

(SB) this is the issue because it is our last choke point and we don't have another choke point to look at you. We can't say, if we were able to say start the process and like I said 60 days down the road if we don't have the money yet, then we put the brakes back on, but we don't have that choke point.

(KB) or the preconstruction conference, you know if we don't have the money by then, this is literally the last step.

(DT) I don't want to push you to go in that direction. I was here more to understand what

(MP) and you don't want to wait 30 to 60 days

(DT) like Dennis said we have a whole lot of other stuff to build on the property, we won't need water until we have a building and we don't even have a building permit

(ET) That is what I am missing here, you basically saying that they can go ahead and keep constructing out there all their other things but they just can't have any water.

(KB) they can't occupy it, that is the thing

(ET) ohh yeah, well they aren't going to occupy it for how many months?

(KB) look at Gandy Manor that was a perfect example

(DH) that is a perfect bad example

(KB) what I mean is you don't need water to build

(SB) you just need water to open

(DH) right, you just need it to occupy

(ET) you need to make that payment, before you can

(MP) what is going to happen, what do you see moving forward?

(DT) I am not the attorney, I didn't negotiate this. I think this is Forest's writing and the other attorneys were negotiating and we certainly had a different understanding as to what this meant. I reached out to Mickey Nye and asked him because he was present in all of those conversations that was not his understanding. So on our side of the table both CVRDC and Matrix and our legal council had a different impression. I don't know, I can go back and say Matrix and talk to my bosses and say we are just going to pay it or I can talk to my attorney and say is there really language that says we need to pay it. We had a different understanding, I don't know.

(JE) again this was a settlement of the lawsuit that was filed

(KB) there was no, wait, let's go back. It was not a lawsuit

(JE) a writ of summons

(KB) right, it is very important

(SB) it was a settlement of the current legal status of what was going on at the time

(KB) that is exactly what it is, I am impressed

(SB) I have my moments

(ET) it was an agreement, a contract was drawn, but the contract in my estimation left out the point where they had to pay. It was assumed that it was based upon a previous, under the protection class, but it is not specifically in that contract.

(MP) well the trigger isn't clearly spelled out, but when you part E and part A and part B together it kind of says that they are going to pay in lieu of

(KB) right

(MP) so the other party which is CVRDC they are enjoying the benefit of what they received, they are going to pay 75% as opposed to the original 85%

(SB) right and future development and they negotiated for themselves and future development out there. And then these two particular properties were negotiated separate

(MP) and matrix was saying, hey listen we are not going to be party to that percentage we would rather pay a flat fee up front, so they are also going to get the benefit of this pipeline. It does stand to reason; you would pay at the settlement, when the ink was dry.

(KB) I honestly don't even feel like it alludes to it, it very clearly states, it even says

(ET) special purpose fee payable

(KB) the special purpose fee described in paragraph 3 therein, and you go up here and back into what was causing the whole issue. I honestly having a really hard time seeing how CVRDC and Matrix...

(SB) soo that is where we are, so you basically we are stalled and we are going to stay where we are. Our employees know that at the minute they get the other \$150,000 they can continue to move forward with you.

(KB) with the water

(SB) with the water, so you need to go back and talk to your folks, and no hard feelings we are just where we are and that is where we are going to be for now

(JE) I believe we had sent more than one invoice to them, not to beat on it Dave, it took 4 months and a stoppage of a meeting to even get a response about it. It was like it was ignored.

(MP) I think Dave is probably more interested in building buildings than paying bills I give him a personal pass on that, but he needs to put the cattle prod to the accounting department and make something happen here.

(DT) I know it doesn't look good, I think this the only one we got. And then I did see Forest, I am in the office once a week and then my inbox stacks up

(JE) I understand that

(DT) this came in and I thought, this isn't what I thought and I put it aside and then unfortunately I got pulled on other things and I just lost track. I say Forest letter, and then maybe a week later I saw Peggy's email.

(KB) and we meet once a month, so it is not like, you think your inbox is crazy

(DT) I know it looks bad and I certainly don't have an excuse, but it wasn't malicious, that is what I am trying to point out.

(ET) not to bring up anything else, but I am going to bring it up. I don't even know what the lot number is but it is based on the farm that was bought very recently.

(JE) the byers Farm

(ET) the byers Farm

(JE) that is beyond this

(ET) right, I know that is beyond this, but didn't he have to do something and we didn't do it with that.

(JE) they asked for capacity

(ET) and we said

(JE) we can't until this is resolved.

(ET) so you know that too

(DT) yes

(KB) but they are not even worried about that because they have 6 other lots at this parcel to develop

(DT) like I said this is a long term relationship and I am more concerned about the conceptions and the bad conceptions I was giving by ignoring those for however long.

(SB) we understand that it was a misinterpretation you felt one way and we felt another way. That is why we are sitting here, we do appreciate the \$150,000 and we are still basically were we were. Our staff will be more than willing to help you the minute we have all the funds that we believe that we are supposed to be having right now.

(KB) the good news is by you coming here, you can absolutely go back to your group and say yes I was there, they all told me, instead of it coming from one person, like John or something like that.

(MP) you can also tell them that we are flat out getting this Possum Hollow Rd project done. It is on our agenda, we devote a lot of time to it every meeting

(DT) good, is there a schedule for that, when the completion date

(DH) 120 day after the notice to proceed is substantial completion,  
(JE) and that is tomorrow  
(DH) no not tomorrow, but we are pushing on it, notice to proceed not notice of award  
(KB) September I believe, it is September  
(ET) near the end of August  
(DH) yes the end of August  
(KB) September, to give you an engineer's speed it is Septemberish  
(MP) Dave thank you for coming to the meeting I hope we didn't beat up to bad on you, and I appreciate you stepping up and saying that there is a problem and that you would like to fix it.  
(DT) thank you for your time  
(MP) Jody if you would please, introduce yourself for the record  
(JC) Jody Cole I am Executive Director of the Shippensburg Public Library.  
(MP) Welcome  
(JC) thanks, in true fashion with the way this has gone, my construction manager was supposed to meet me here tonight and bring you a check. As you can see it is just me. I have no check but I think you have been in touch with him, Dave Hopkins?  
(PM) yes Dave Hopkins,  
(JC) so he is assured me it will be here, \$3000  
(PM) Dave Hopkins is with Kinsley, your project manager with Kinsley, He reached out to me after I reached out to Monarch Products who is the supplier of the water meter vault and I reached out to him through an email that came into Louis's email regarding this project. And that happened yesterday and I read through the series of emails and I was quite concerned because, it appears, and I have documents in the other room I would be happy to bring them in. That your engineering consultant who prepared your land development plans had a something that looked like a shop drawing and he had stamped them approved. So your consultant stamped their own drawings approved for the shop drawings. Which is not the way that things progress. We have not seen them and that started a whole snowball of effects looking into what is going on, with this project and what I could determine was that you came before the borough council or your representative came before the borough council in 2012 for a land development approval.  
(SB) yep,  
(KB) yep  
(SB) we were both there  
(PM) Great, than you know a whole lot more than I do!  
(SB) I know what is going on I know exactly what is going on.  
(KB) I actually filled Mike in with what I thought some of the misconceptions were about what had happened that night, yesterday.  
(PM) I have spoken to Forest Myers, I have spoken to John, Nicole, Donna Sommerville, I have researched the authority minutes, I have looked at plans I have spoken to your gentleman from Kinsley, who assured me that the check would be forthcoming. And I explained the process of how a project with the authority is supposed to go. And I believe that is why we are here this evening. What I have been able to determine is while there was some communication between Louis and your plumbing consultant about a year ago regarding what type of meters that would be required I cannot find any other documentation anywhere thru SBA meeting minutes through where you have executed an agreement and financial security with the borough for  
(JC) \$67,500  
(PM) Borough improvements, which would be storm water, sewer, sidewalks, those types of things, everything but water. So at this point your contractor desires to move forward with constructing the water system improvements that have not been brought forth to the authority.  
(KB) Which means our engineers have not looked at that?

(PM) That is correct

(DH) correct

(SB) so I guess on surface the simple-ist way through this is that we are prepared to sit here and work with the library board to get through this.

(JC) thank you

(SB) really that is at the end of day, at the end of the day, which was said to the previous individual that was here. We have to be responsible to our rate payers and to the system as a whole.

(KB) and have to prevent precedents

(SB) and have to prevent setting precedents and also making sure, that there is not anyway that a improvement to one property negatively impacts the rest of the system. So with that being said, we are not going to create any hurdles for you guys to jump through, but we will help you jump through the hurdles that you need to because we are going to have to go through a process. We are not going to be able to just waive everything and make it happen, as much as maybe some of us without our authority hat on would like to do. Because of support for the library and the cause that it is and with our authority hat on we have to make sure that we go through the process properly.

(JC) I understand

(SB) everybody can say whatever they want to but I know for myself as a board member I am sitting here prepared to work with, if we have to have a special meeting whatever we got to do to help make this happen that we are able to do, then we will do it. But we have to go through all the x's and o's and we have to make sure that we protect the system and also that we protect the future of the library too. If we don't do the right thing...

(KB) here is my concern that I have tonight. I know that when I came under this water authority, that about 99.9% of everything that was said in these meetings was over my head. And I have been here now for about 2yrs and I am down to about 92% of everything being over my head. So I am sure that you feel overwhelmed. So for us to throw a bunch of things at you right now, you are probably going to leave and feel terrified. So probably the first thing that we need to do is, Peggy has been talking to the contractor Kinsley.

(PM) correct

(KB) do we have the water plans?

(PM) we have a set of plans that are the land development plans. We need to have water system improvement plans including details, and I did put that back to him in an email. I have not received anything back I am assuming because he was waiting to hear or determine what was going to go forward from here.

(KB) the gentleman that was expected to be here this evening with you, is this the same gentleman that we are talking about?

(JE) Colby Frye was supposed to be here

(KB) no Colby is a local business owner

(ET) she is talking about somebody else

(JC) Colby is the president of the board of directors

(KB) he is one of us, is there a way to get him on the phone?

(JC) David Hopkins

(KB) tonight maybe?

(JC) I can try to call him right now.

(MP) for what purpose what are you going to ask him?

(KB) so that, here is my concern the same concern that I had with Dave, that we are telling her all of this and Peggy as well she can communicate with him but from him to kind of hear from the board from Peggy from Dennis exactly what is needed

(SB) I think that your point is a similar thing that happened with a previous developer here a few months back. Where somebody came but it wasn't the right person, but when the other person finally came.

(KB) you are the right person,  
(SB) you are the right person it is just that somebody else that should be here with you.  
(DH) we just need the other right person  
(SB) for the technical stuff  
(PM) I think it would be a very good idea, exactly as John just mentioned to sit down and perhaps with you if you are available and the project manager from Kinsley and have a meeting  
(JE) that is the best way, face to face  
(ET) there is only 3 steps that she needs to take  
(KB) four or five  
(PM) well we establish a project, there is no project so you need to establish a project tonight  
(KB) we can do that tonight  
(PM) he is going to bring the escrow the check in for that, we get the plans, which we have plans but they are not the correct plans, and I explained that to him. If we sit down with him that would be very helpful I think.  
(DH) just so you know I did see that package, and it has some deficiencies, it is really not adequate. There is a plan sheet and I don't think there was any water details whatsoever on the drawings.  
(KB) how much of your construction, don't get terrified, it will be okay, when he means deficiencies that doesn't mean you are going to have to tear down the building down and rebuild it.  
(DH) we are here to help you, we are not here to be road blockers, and I mean that, if that means me staying late some night to look at plans, if that is the board's wishes, then I will be happy to do it.  
(KB) that is our wishes  
(DH) and I sense that and it's fine we will make it happen; I want the board to understand that I looked at this package and it needs help.  
(JE) the package you received recently?  
(DH) yes  
(PM) the package that I received from Dave from Kinsley  
(SB) and that is why the boards intent is to go through the process that we need to go through  
(PM) here is the process and let me take a step back, establish a project, pay the escrow fees, submit the plans, once plans have been submitted we can respond back.  
(DH) and your request for capacity  
(PM) request for capacity, is the big issue, what I saw and I emailed back to Dave, I said, I don't even, somebody needs to tell me what is going on because I am not sure are you increasing your line sizes? Are you using the same amount of water, and he started talking to me about sprinklers and what he said is that there is going to be a new fire service, 6" line. And they are upgrading the line to a 2" service which tells me a 2" service is significantly more than a 3/4" which means more capacity. And I am not aware of any capacity requests for additional EDUs  
(DH) that should come with their request to say this is what we want we want a fire line, we want this much fire flow we want this much pressure, we want this much capacity for potable water  
(PM) for domestic  
(DH) we can respond and say that is available and we can give you the fire flow at the pressure that you need, those kinds of things, because those are important things to them. It is important for the sprinkler guy  
(TP) that should of already been determined  
(SB) so we establish a project tonight, we get a formal request for capacity that is number 2, okay wait so the escrow is second then the request for capacity is 3.  
(KB) yes and then plans  
(SB) okay plans are 4  
(PM) approval  
(SB) review

(PM) shop drawings submittal, and then shop drawing approval, preconstruction conference  
(DH) before the submittals  
(PM) oh yes, preconstruction conference before the submittals and then construct  
(KB) Jodi when was construction expected to be complete on the library, I mean on the addition  
(JC) May 30<sup>th</sup>, but its you know  
(KB) is it behind a little bit?  
(JC) well it was initially March and then it got moved to the end of May  
(SB) so it looks like we have 9 to 10 things we need to do and we can know one of those things off tonight  
(KB) but there is no way we are going to be able to accomplish those 9 things in 60 days  
(ET) if Peggy and whoever meets with the guy, Mr. Hopkins in the next day or two and make him aware of what all is needed that puts the ball in their court to get it completed  
(KB) honestly what I would do, I would call him and say I was there and there are 9 to 10 things that we need to accomplish. Remind me Peggy who was responsible for stamping the drawings? Was it Kinsley or was it  
(PM) None of them should have stamped the drawings,  
(KB) well, who did it?  
(PM) LSC  
(JC) those are civil engineers  
(SB) are those the original engineers from down in York?  
(JC) LSC are the original civil engineers and still the civil engineers. I have lots of other engineers but LSC retained their status as civil engineer  
(PM) right, and they were stamped January of this year as approved for the water vault, which floored me.  
(JC) I am so sorry  
(KB) we know it's not you  
(MP) we are not looking for your apology  
(KB) honestly you don't need to apologize to us, they need to apologize to you. I wish we could verbalize how big of an apology they owe you over that. That is kind of really really really a big deal  
(PM) I have the email trail where they came out and they said to Kinsley, yes these drawings are approved, and everything is approved and you are good to go. If you give me your email I would be happy to forward that you to  
(SB) you should hold them accountable for that  
(KB) they could seriously get themselves in a tremendous amount of trouble  
(MP) any delay that this event causes you and any costs associated with that delay could be laid at their doorstep  
(KB) and should be  
(JC) thank you  
(MP) so that is the list of what has to been done and how fast that can be done, what is your estimation? How quickly do think all that could happen?  
(DH) it is a matter of how fast each party can provide these documents and can provide them in a shape that is acceptable  
(SB) okay so if we establish a project tonight is there anything else that we can do tonight to give you guys the tools to be able to help them?  
(PM) typically it has been the authority's position that we do not start review on anything until the fees are paid. If the gentleman did not come this evening with the check to pay the fees that means I would guess tomorrow would be the earliest that he would bring the fees.  
(SB) so if we establish the project, you can accept the escrow and then step 3 was request for capacity so they can put their request for capacity in.

(PM) I am not sure, and I don't want to speak out of turn that you would even know what you are requesting for capacity

(DH) the engineer for the job

(PM) LSC should be requesting capacity

(JC) I can tell you what we are doing, it is just what you said, but as far as numbers I can't tell you.

(DH) somebody is going to have to estimate water usage based upon the projected number of people and allowance for how many gallons per patron that comes to the door.

(KB) we meet again in two weeks on April 11<sup>th</sup>, how many of these things, let's say the gentleman shows up with the escrow fees tomorrow, let's just say that happens

(JC) I can pay the escrow fees; the library can pay the escrow fees

(KB) April 11<sup>th</sup> how many of these 9 to 10 items, one is done so how many of the 9 remaining do we think are feasible to accomplish by the 11<sup>th</sup>. The fee is done

(DH) the problem is the next thing after the escrow fee comes in, is the letter of request for capacity and the drawings. We already looked at the drawings that they think are okay, which aren't okay. So somebody needs to talk to them and say this is what we need

(KB) the request for EDUs or the request for water usage can come simultaneously with the plans that you were going to have to review; at a very minimum we would be able to approve that on the 11<sup>th</sup>.

(MP) oh yeah I would hope, at the very latest

(SB) my question is if we have a project and if we have an escrow can you start reviewing the plans and have a back and forth with them?

(DH) yes, absolutely

(ET) but we already know they need to redo the plans

(SB) so basically in 11 days we can be at a request, in two weeks be at the request for capacity and have your first batch of reviews

(DH) absolutely

(ET) do you know what an EDU is, other than education?

(JC) I don't know what it stands for offhand

(ET) I don't even know what it stands for, but basically

(JC) is it equivalent dwelling unit?

(PM) yes, in essence it is what one residential dwelling unit, for lack of a better word would consume or discharge, consume for water and discharge for sewage

(ET) and to use the hardware that is included with that, right, because it is the pipes

(PM) right, everything is sized accordingly to that

(KB) so like a beauty parlor takes a tremendous amount more of EDUs than let's say a retail store like a clothing store.

(SB) But for here purpose where we are at right now, is we can establish a project tonight and then once we get the escrow, then Dennis and Peggy can start working with your engineers and everybody to start moving the process along.

(MP) Jody, what has to happen here and my fear about all of this is, it doesn't sound like you have had great cooperation with your engineering, and I don't know if that is still true or what

(JC) that is correct

(MP) you need to turn the heat on them, or what you got to do but you tell them that it is imperative that they get in touch with the Borough. They can start at Johns office or they can start with Peggy to get in touch with Dennis Hammaker from Rettew Engineering, he is our engineer. And he and your engineer need to start talking right away.

(KB) Who is your council?

(JC) Tom Gleason

(KB) you might also want to also put bird in his ear.

(MP) so if your engineers will start talking to Dennis, Dennis I know will burn the midnight lamp to get this done, so that it comes to us at their next meeting and then I think if we have everything in place we can then approve your EDUs and approve the plans so then you can physically start putting this together

(KB) and if the plans aren't ready to be approved we can give Dennis at the next meeting, to kind of give you an idea, if Dennis is saying that we need another week, there is going to be a couple more round twos, we can throw a special meeting out there. We only meet once a month.

(SB) if we need to have a special meeting here, if there is not 700 things on there we can empower Dennis to okay this this and this conditional upon things, so we can do that to speed up the process and get you through this. So we will establish the project and once we get the escrow everyone will start communicating.

(JC) so it doesn't matter if it comes from Kinsley or us?

(SB) we just need the escrow once the Borough has the escrow then we have that account we are able to draw from and pay

(JE) so then Dennis as soon he gets plans he can start reviewing

(TP) \$3000 right?

(PM) yes, I told him that, he had asked me

(MP) and if you want to stay in touch with what is going on, Peggy is wonderful, she is the very best so you can always feel free to contact her or John

(JE) I'm second best

(MP) so have we made sense, where we are and what we need to get done

(JC) I would just need Dennis your contact information and I assume that you don't want to tell me how the plans need help

(KB) you don't want him to tell you, you want him to tell your engineer

(DH) I need to talk to the person that is responsible for the drawings and just have a discussion

(PM) LSC, that is in the email trail,

(JC) they are the civil engineers

(DH) they are responsible for the water design

(JC) yes

(KB) who are your other engineers?

(JC) Kinsley

(MP) they are engineering the rest of the building right

(KB) are they also your construction

(JC) well then the architects are Newcomers Associated and they had mechanical engineers, electrical engineers

(DH) So what is Kinsley doing?

(JC) they are the construction manager

(DH) construction, so they are not designers

(JC) then they are also doing some construction so we have architects engineers

(DH) but the water plans should come out from LSC

(JC) they were the ones who designed the original 2 story back in 2012 and we kept them on, but rebid and got another architect, but they retained the civil

(SB) I would like to make a motion to establish a project for the Shippensburg Public Library expansion project

(TP) second

(MP) moved by Mr. Brenize seconded by Mr. Pomeroy, any further discussion?

(SB) just as point of discussion that it is understood that once the escrow is received that our staff will start working with the library engineers and everybody to move this project along with due diligence.

(MP) anybody else have a comment, anything else you wish to add? Let's vote, all those in favor consent with an "aye" opposed "no", no "no's" motion carries unanimously

Thank you for coming to our meeting

**c. Consideration to Authorize Rettew to Conduct a Preliminary SRBC Renewal Evaluation for Well #1.**

(DH) i think that is in the packet and it may help, I am not sure how much you want to discuss this. I did come prepared with another handout one page that talks about the process through the SRBC renewal. I think this is something we discussed before, I just want you to know that I am prepared to talk about that if you choose to do that.

(SB) motion to authorize Rettew to conduct a preliminary SRBC renewal evaluation for Well #1

(KB) second

(MP) moved by Mr. Brenize seconded by Ms. Burrows any further discussion? Let's vote, motion carries unanimously

**d. Review Quote/Consideration to Replace On-Site Chlorine Generation Columns at Well #3.**

(KB) \$19,652 is that right

(PM) that is correct

(KB) okay, I make a motion to um, does it have to bid since it is Sole Source

(PM) it is sole source because it is a specialized piece of equipment and we cannot bid this, there is nobody else who supplies this

(KB) do we have to or can we just give her direction to move forward

(JE) I think a motion

(MP) I think a motion for \$19,000 makes sense

(KB) Motion to direct Peggy and go ahead and purchase the onsite chlorine generation columns for Well # 3 in the amount of \$19,652.

(SB) second, with the understanding that this is coming from contingency

(MP) moved by Ms. Burrows second by Mr. Brenize any further discussion?

(JE) Michael do you want to sign the quote as accepted tonight before you leave

(MP) if the motion passes

(JE) sorry, if the motion passes, would you be willing to sign the quote

(MP) yes I will, any further discussion, Lets vote, motion carries unanimously and I will sign the document

**e. Water Lateral/Hydrant Location issue – 253 Pin Oak Lane @ Mountain View West (information will be presented at meeting)**

(PM) I am going to pass these around; this was brought to my attention last week. It is the property at 253 this is a series of 4 townhouses. This is the Mountain View West the development was sold and I don't remember the name of the original developer,

(SB) Cassidy?

(PM) yes, Cassidy, okay who apparently had some issues with the property. A Talon Landreth purchased the development and is now putting the lots in. Apparently there was some issues with survey and as a result the authority installed, I took Darryl with me, Darryl Dubbs out there with me to take a look at the situation. And Darryl himself put the hydrants in and put the taps for these locations were. Now that this gentleman has purchased it and has done the survey and started construction of the houses. For this particular house and they are townhouses and they are not the stacked kind, they are single full family and they are spread out with garages out front. So there is very little room to do anything. There is a fire hydrant right in the middle of the driveway. And adjacent to that is the electric box. So right now the driveway access is about 7 feet wide and you would have to come in and make an immediate left and then an immediate right to get into there

(MP) they aren't happy with that? 😊

(PM) No they aren't happy with that.

(SB) that is not caused by any negligence on the SBA's part though.

(PM) that is not caused by any negligence on the SBA, the developer originally wanted the SBA to move it at our expense.

(ET) that's not going to happen

(PM) exactly I told him that is not going to happen. And I spoke to Darryl to see if this has occurred in the past, where the authority has allowed a developer at the developer's expense to move it. And he was not sure, so that is why it is coming before you this evening, is to allow the developer to move it in accordance with the authority's rule and regulations for putting in the hydrant at a location to be determined by the authority. And then to properly close and shut off that tap and valve where the hydrant currently is.

(KB) Would it make more sense for us to move it and then bill the developer?

(PM) we can do that; I asked Darryl if we done that in the past and apparently we have not.

(MP) so my question was going to be, how will we inspect this to make sure that it is done

(PM) we will have Darryl or someone like Darryl doing this

(MP) how is our enforcement to make sure that we get to inspect things before they get covered, how do we do that?

(PM) We can be pretty persuasive with these folks, I can tell you when I arrived on site, the gentleman was absolutely determined that he wasn't paying for anything and that it was all the SBA's fault. And when Darryl and I left his opinion was completely different. So it very simply here are the terms and conditions that this will occur and we right now, the house is under construction. We can get back to not turning the water on, not placing the water meter if it is not done correctly. But we have another issue on that exact same property, it gets back to survey. This next lot over, this is the last 4 unit townhouse and the lateral for this next lot which is currently shown as R90, exists on lot 253. So there are two things that need to happen, the fire hydrant needs to be moved and the water lateral needs to be moved off of 253 and put on the next one.

(KB) and he is aware of this as well

(PM) he is aware of that, he did not know that and when we are standing out there looking. I said show me where the next lateral are. I saw the stub and I said ohh that is awfully close to the property and he said that is for the next lot over. I said show me the property stake and it is on the other side of that. I said we have a problem. You can't put that waterline that is here cannot just, he wanted to just run it and snake it down through and I said that cannot occur.

(SB) so we are fairly certain that we can allow the developer to resolve these issues at their expense.

(PM) yes or do prefer for the authority to do at his expense

(KB) I prefer for the authority to do it

(ET) I am with you

(SB) what about the lateral though, that is there lateral

(KB) the lateral is different than the fire hydrant

(SB) the fire hydrant though, we technically already accepted the fire hydrant but we accepted it based on...

(PM) there was no construction done whatsoever, and we accepted it based upon the plot

(SB) based on the original survey, I think if we do it that also basically gives the property owner an additional ally in the him going back to his previous survey

(PM) if he so chooses

(KB) in all honesty it probably would be cheaper for the SBA to do it, than for him to pay his own guys.

(MP) troy what do you think, what is your view on it

(PM) you are more than welcome to drive out there, it is very interesting to look it

(TP) I may ride out just to look at it

(MP) So either we do it all or we simply have the authority folks move the hydrant and we let them move their own lateral.

(PM) either way it is at his expense

(MP) but if we do it then we know what the standards are and that it is being done right. And there is no argument there is no possible problem becomes of that

(KB) is there an issue with manpower or anything like that Peggy?

(PM) I don't think so, there may be an issue with timing, he is, the house is under construction and he is pretty well far along so it would need to be done relatively soon

(SB) is there another option that we can throw out there

(TP) is the driveway paved?

(PM) the driveway is not paved, you cannot pave that the way it is

(KB) why would you do that? Why would you be like I think I am going to build a building there?

(TP) day 1 when you saw that why wouldn't you?

(MP) adjust it right away

(ET) especially when you put a driveway in

(PM) the driveway is cut in, but it is stone right now, because there is materials coming in and out

(JE) I just have a question, Peggy or Dennis, how about if we relocate this are we relocating it in the public right of way or are we going to need an easement on a private property.

(PM) we would want to stay, that line and we should research it to make sure that water line is in the right of way.

(JE) it is most likely a 50 foot right of way, but is the hydrant in the right of way in the middle of the driveway or is in on private property in the middle of the driveway?

(PM) that is a very good question, based on the survey

(JE) when you and I looked at the aerial, I mean it is not too far off the road, so that tells me that it is probably in the right of way. but then where are we going to move it to?

(DH) Do we have drawings for the original installation? Do we know when it was approved?

(PM) I do not have

(KB) is this something that needs to happen right now?

(MP) that is what I am wondering, where do we go, what is it that the board needs to do?

(PM) sounds to me the best way to do this is the board should direct the staff to do further research to make sure that it is in the right of way and to resolve the situation having the authority relocate it in the appropriate manner, with the property owner the developer paying for it. It sounds like we may need some legal assistance from Forest to draft up a letter to the gentleman stating that.

(MP) Please unless anyone else has something to add, please consider you all directed to take that approach.

(KB) have contact with Forest

(MP) very good thank you

#### **f. Authorize Staff to Advertise for Proposals (RFP) at SBA Owned Facilities for Grass Mowing/Maintenance**

(KB) we want to hire someone to mow the grass

(JE) what we want to do is to look into it. One of your most, one of the highest paid employee that the SBA has, that has licenses for both plants is the one riding around on a mower. It just doesn't make sense if we are doing that we think we are hoping that we could sub it out. We don't have to worry about mowers; we don't have to worry about trailering the mower we don't have to worry. If we can get a price per site and if it comes in reasonable than I say we do it. Security is an issue at a previous meeting; Mark had indicated to Peggy that most of the maintenance is outside of the fence areas anyway.

(PM) anything inside, the buildings are locked

(JE) right the buildings are secure, even if they were inside the fence they can't get in the building.

(KB) okay honestly what I was going to say was in my opinion why not? It comes in and it is an arm and a leg and we say no. if it comes in and it saves us some money, and then we will move forward

(SB) you have a little bit of an experience in advertising but it is worth the advertising expense to try and save a couple bucks

(KB) we ended up saving money when we subbed out the park.

(MP) please consider yourself authorized to send out the RFPs

### **3. Any other business**

(PM) I just have one quick thing, and I passed this out at the last meeting we talked about the SASD and the meter and the fact that you did not have a waiver policy. I am not suggesting that you develop a full blown policy I researched this and I found that most municipalities actually have on their fee page. In your rules and regulations a schedule of fee and one of the very last statements addresses waiver of fees. So I proposed some language that you can see the authority reserves the right to waive the tapping fee, when so requested in writing by a municipal, governmental, quas-governmental or public agency. A maximum fee equivalent to no more than 1 EDU shall be considered. I am not asking you to take action on this tonight unless you so desire. I am just bringing it before you because you had asked for something of this nature.

(KB) public agency, we are talking about fire companies, public libraries,

(PM) and I am limiting it to 1 EDU because if you are building something and you are requesting 10 EDUs or 5 EDUs that is a little bit of a stretch.

(MP) I see Forest is on this, has he had a chance to

(PM) He has not responded

(MP) I think we need to have a legal eye it, I think some of these, like public agency as Kerri just did verbally. I think perhaps you would want to spell those things out to define and kind of limit how far that goes, otherwise you could declare yourself a public agency and make the argument. And a maximum fee equivalent to 1 EDU I think we can all think about that is that adequate, do we want to be a little more lenient or do we want to be less than that? But I thank you for doing this; this is a very good start

(SB) I think it starts the ball rolling on having something that we can actually look at

(MP) thank you Peggy, anything else?

(PM) John did you want to bring this up? It was another email that came into Louis.

(JE) Apparently last year, Louis had received an email from a Shippensburg University Student who was the race promoter for the bike race for the Shippensburg Cycling Club. They had at the time permission to stage their start/finish, camera truck and there officials at the Cleversburg Well location. Which I believe is Well 1 and there is an area there beside the gate. Apparently they want to stage there they start and finish the race and besides the location, they had asked if power was available if they could hook up. Apparently they got permission to do it and they have asked again and they sent it to Louis, and obviously they don't know that he is not here any longer. They said we are hosting the bike race again this year and we would like your permission again to let the officials and the finish camera van set up in the grassy area next to the road at the Cleversburg Well site along White House Rd. just like we did last year. The race is April 9<sup>th</sup> from 8am-4pm.

(KB) What is the bike race for?

(JE) it is for the Shippensburg Cycling Club

(SB) Professor Goates and the Shippensburg University

(KB) is it a charity ride? What is it?

(SB) it is an east coast meet club race

(MP) one of the races is they ride up Horse Killer Rd

(SB) they ride all over the mountain

(KB) so I am going to guess that the biggest issue is basically running an extension cord to our Well?

(JE) right, if they want power, I said something to Michael previously, if they give us an extension cord, I could have our guys on a Friday plug it in for them and they come back for it on Monday.

(PM) They would check the Wells on the weekend, whoever is on duty that weekend; they could be instructed to set it out the next day to take it down

(MP) and these guys have liability insurance?

(JE) we would want to see a copy of their liability insurance, they are on SBA property

(SB) just have a copy of their liability insurance

(MP) and tell them to give you the cord and they are good to go. Very good thank you

(JE) so that is permission correct

(MP) yes, good to go,

(MP) Angelo? Kerri? John?

(JE) I wish I made copies; I scanned it and was prepared to. Do you recall me giving you examples of an SBA logo?

(KB) yes

(JE) We never made a determination of which one we were going to go with. Kerri I know you had liked one but you thought there should be something changed on it

(KB) I didn't like the graphic, the lettering was rounded. I wanted to combine the two. I think ultimately we picked a couple and wanted him to combine them.

(JE) if I resend that to you, can you remind me of what that was, because sign/signs is willing to create the logo for us. Kevin has been chumping at when are you getting the logo, I want to put it on the truck that has no logos on it.

(KB) just go print it off

(MP) Dennis?

(TP) nothing

(MP) Steve?

(SB) just Mike and I are working on the fluoride committee

(MP) I do have another item, someone here on the table when I was calling, someone put it in my head and I remember it was such a good point. The chiller plant, who was that? Was it you?

(SB) Angelo, he was asking about it earlier

(MP) so why don't you bring it up it was your point

(ET) for some reason the other night I went looking at something at the University and I noticed this building there and I thought well those are cooling towers and it just triggered something in my mind and I said something to you. I did say something to Peggy this evening before the meeting and she said they are keeping track of those numbers

(PM) they are taking daily readings

(SB) if the University owes us money we can't be asking Dave for money and not asking the University.

(PM) I agree with you, there were two places, Schreiber and Chillers that you look at for additional EDUs. And Schreiber is well under for 2016 and Shippensburg they are cyclic and seasonal because obviously in the winter they don't need to cool and air condition things

(KB) and they wouldn't have the students either, it would pretty even itself out wouldn't it at the University at the Chiller

(PM) there is a huge drop; the meter reading is zero for 3 or 4 months.

(SB) that is why we always try to do sewer stuff in the summer

(MP) the first year, they were over, there were many days that they were over and as I understand it and maybe I am wrong but the way that this works, you only have to be over 1 day

(PM) that is the way Schreiber is, I have never found their agreement.

(MP) Schreiber's?

(PM) No I have Schreiber's I have not found the Shippensburg University one.

(MP) I have it I know I have copies of that

(PM) can you email it to me?

(KB) because we were getting readings every meeting and they were over.

(KB) Wasn't it this logo with this lettering?

(MP) I remember this, straight lettering because it is easier to read

(KB) it is this one with either this lettering or this lettering. I think it might have been this one with the bold lettering

(MP) and not the circle lettering

(JE) so that text on that logo

(KB) yes, and we liked the SBA

(JE) I think that is very nice too

(MP) text in a block rather

(JE) do you like the SBA still in the middle?

(MP) yes

(KB) and even if they have to do Shippensburg Borough Authority, this is a very tiny graphic compared to these others so they may have to drop authority down below

(ET) what is the graphic?

(KB) it is a recycling thing with a raindrop in the middle

(JE) and you like the color? The green? Are you okay with that in blue?

(MP) so if we do a green and a clear water drop for the water trucks, then what are we going to put on the waste water trucks?

(KB) my question was the trucks are white, there was some talk about changing that up

(MP) but the order came in too late to change the color

(KB) so are we going to stick with white?

(MP) I don't know maybe our next truck will be blue and then they will all be blue after that and just have one white truck

(KB) it would actually show up more on blue, but if we are doing it on a white truck then they are going to have to outline the raindrop a little bit more sufficiently and that was my concern because if you put it on a blue truck it is going to blend in.

(JE) Would you like to see a draft before we go final?

#### **4. Adjournment**

(KB) motion

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Secretary

**Next meeting April 11, 2017 – 6:00 PM**