

The workshop meeting of the Borough Council of the Borough of Sinking Spring was called to order on Wednesday, April 22, 2009 at 7:00 p.m., at the Sinking Spring Borough Hall, by President Stewart Wenrich. After the Pledge to the Flag, Regina Shade called the roll reflecting the following Council Members present:

Stewart Wenrich  
Bruce Light  
Lawrence Schmidt  
James Zerr (absent)  
George Butkus  
Barbara Kutz  
Elizabeth Sloan

Other officials present were: Mayor Clarence Noecker; Charles Fitzpatrick, Borough Solicitor; Robert Ludgate, Sr., Ludgate Engineering; David Schlott, Jr., ARRO Consulting, Michael Hart, Public Works Director and Regina Shade who recorded the minutes of the proceedings.

A moment of silence was held for our armed services and for the police and fire departments.

### **VISITORS:**

The first visitor was Mr. James Pachulo of the Revitalization Committee. Mr. Pachulo stated that the BOSS 20/20 Committee has requested Council approve two (2) resolutions for grant programs. Mr. Loth is preparing the documents and have ready for the May 7<sup>th</sup> Council meeting. They need to be in by May 22<sup>nd</sup> for the Commonwealth's new year which begins July 1<sup>st</sup>. Those two (2) grant programs are the façade improvement program which is \$30,000 per year and can be applied for year after year. This is a 50/50 match and he explained how it works. He stated this really will be a match by the businesses not the Borough. The other one is the Downtown Investment Program. This is a \$250,000 grant and this is directly linked to the downtown improvement. This is a 50/50 match covered by the Borough and the Committees for this federal grant. Mr. Pachulo pointed out that TIF money can be used as matching funds. This does not have to be dollars out of the Borough's pockets. The BOSS 20/20 Committee would also like another resolution to be passed setting them up as a nonprofit organization. Once the Committee gains nonprofit status, they will be able to apply for grants in the private sector. We can also get a special permit to mail out newsletters as well. This can be done by the committee; however if Council so chooses the Solicitor can also do it. This is a Council decision. It can be done with a link on the internet and the cost is about \$125.00. The promotional committee put out a letter in the Borough's last newsletter asking some questions. Two of the people who received these forms have joined the Committee. One (1) gentleman would like to be involved with the Planning Commission and expressed a desire to become involved. His name is Charles Coleman. He is or was an attorney. He was involved in the Muhlenberg area. He will be sending a resume and Mr. Pachulo will review this with the Planning Commission members. He will then present this at a later date.

The next gentleman to address Council was Mr. James Elliott of Wright-Elliott; they are the developers of the Brookfield Manor subdivision. He brought with him his engineer, Brad Majett,

**VISITORS (cont'd):**

and three (3) representatives of Schloch Company. They wanted to go over with Council their projected time schedule for the next several weeks. He called on Mr. Rick Grant of Schloch to introduce his crew and also to share that plan with Council. He introduced Mr. Cory Ernst, the Superintendent, Don Swayzing, who is director of sidewalk operations, and he is Chief Estimator for the company. They had met earlier with Mr. Elliott and they have come up with a schedule. They will be starting work immediately (beginning of May). They will follow through and be ending up the project June 17<sup>th</sup>. Mr. Fitzpatrick asked Mr. Hart exactly what must be done. Mr. Hart stated he believes most of the concrete work is complete. He said some of the waterlines need repair and then the street renovations need to be done. Mr. Fitzpatrick questioned if there was any question as to what has to be done. It was decided everyone was in agreement with what must be done. They had prepared a schedule and handed it out to Council. There is an opportunity to get it completed sooner however in reality they believe it will take till mid June. Regarding the sanitary sewer, there was a punch list made and they are aware of that. Most of that is completed and that was dated December 11, 2008. There are some minor things, like as built drawings which are being completed by Stackhouse. There are some review issues on the video, and some minor superficial issues to be adjusted. Mr. Schlott stated there are some sewer issues. One of them is an easement issue, another is a dressing up of some as built drawings, the observation ports on the sanitary sewer laterals; the protection cover and the sealing of those was at question. He believed these issues were covered not by them, but by Ryan Homes. Mr. Fitzpatrick stated that still is an improvement that must be completed. Mr. Fitzpatrick questioned if we had anything from Ryan Homes as to when they will complete that. Mr. Elliott stated we do. He spoke to their contractor and he is about 25% finished and he is expected to have all his clean up items finished by the end of next week. Mr. Fitzpatrick stated that the middle of May would be a good predication for Ryan Homes to be completed with their issues. Mr. Elliott said yes, early May. Ms. Sloan wanted all of Council to get copies of the punch list. They will see they receive one. The only issue is the storm water line that runs between lots 31 and 32 was never televised. Mr. Hart questioned if that would be televised. There is a problem with that area. There is a swing set located there and it is hard to televise. Mr. Elliott stated that the property owner did not want it televised as they didn't want equipment running over their property. They placed the swing set there. Mr. Elliot did not know if that had been moved. Mr. Hart did not know that either and he will look into that matter as well. A brief discussion ensued as to the size of the pipe. They apologized for the delay and thanked Council.

**BUSINESS:**

The first item was finances. Mr. Michael Setley stated Mr. Jaime Schlesinger of his office was handing out papers. Mr. Setley stated that interim financing has become easy for us. Mr. Setley stated that Mrs. Shade and Mr. Schlott were up to the PENNVEST meeting and we have been approved for a 5.5 million dollar low interest loan. This is the interim financing that will allow us to move forward with this project till the PENNVEST loan closes. We will be able to use this money from the bank to pay the bills and then we can seek reimburse from PENNVEST. The second piece is to reimburse the Borough for capital expenditures that were already paid out of our operating funds and to provide funding for some potential acquisition of property along Queen Street for alignment for a traffic signal. Mr. Setley had Mr. Schlesinger explain about the bidding process for the loans. They met with the committee that was appointed by Council and they are in

**BUSINESS (cont'd):**

agreement to the findings as well. Mr. Schlesinger stated they went out to banks. They did an analysis comparing all the banks. One (1) of the things they requested from the banks was a lack for prepayment. This means we could use it without penalty and second a draw down option. He explained what that was. They asked for the sewer portion to be a three (3) year loan with a maturity. Based on estimates they feel we should have it done prior to that. He spoke on the million dollar loan first. They received responses from National Penn Bank as well as VIST Bank. The best proposal in their opinion was National Penn Bank. The reason being that there was no requirements to have accounts there and such. More important the cap rate is a little better. He explained this. We are fixed for the first seven (7) years at 4.69%. He continued to explain what might happen for rest of the loan. He stated based on the National Penn loan if you assume a 4.69% for the first seven (7) years, we would then received a 4.24% for the remainder. If you assume this, the most you will be paying is 4.48%. However we have asked for a cap rate, which is the highest it will ever be, is 6.25%. He continued to explain how it will work and rates we might end up paying. A discussion ensued. Mr. Schlesinger explained what we will have to budget for both of the loans is National Penn Bank is about \$47,000.00 dollars for the VIST proposal it is about \$52,000.00. However the total debt service based on historical averages in this case, the National Penn proposal is about \$1,722,000.00.00; VIST is \$1,851,000.00. He explained why the numbers are so different. A discussion ensued. They both have a drawn down option. (A copy of this information will be attached as part of the record). Payments are made semi annually. They recommended National Penn Bank. For the 5.5 million dollar sewer loan they recommend National Penn Bank as well with an interest rate of 4.22%; it is a draw down loan. The other proposal was from Susquehanna Bank; this is a variable rate proposal so you will not be aware of what you will have. Mr. Fitzpatrick asked Mr. Schlesinger to explain the relationship between the PENNVEST loan and the interim financing. He stated the PENNVEST loan is basically a pay as you go. You need to have a line of credit set up to pay the bills. Once you are done or you pay a bill you submit a requisition to them and they will pay you back. PENNVEST will not give you money until you spend the money. Ms. Sloan questioned in the interim we are picking up the interest to which he said that was correct. Mr. Setley stated we have adjusted the sewer rates as well. We are not asking the General Fund for help. Mr. Butkus stated we probably won't use the entire amount to which Mr. Setley agreed. A discussion ensued as to about how much we might need. Ms. Sloan stated when we went out for bids we didn't know we had that PENNVEST money. She wondered if that changed our rates at all as we now have PENNVEST backing. The answer was no. Ms. Sloan questioned if these were the best rates we were going to get to which they stated yes. The two (2) Ordinances for this have been advertised. Mr. Fitzpatrick has reviewed them; we need them to go forward. We need to separate motions. Mr. Butkus asked what the full life of the General Fund loan was. They answered twenty (20) years. Ms. Sloan asked what the rate was on the \$1,000,000 loan. The rate was 4.65% and then variable after that. And the cap rate is 6.25%. Mr. Schlesinger stated we probably will renegotiate on that loan at some point. Mrs. Kutz made a motion to proceed with the General Obligation Note for \$1,000,000.00 with National Penn Bank; seconded by Mr. Schmidt. Mr. Light requested a roll call vote and Mr. Fitzpatrick agreed. AYES- 5, NAYS – 1 (Mr. Butkus), ABSENT – 1 (Mr. Zerr); motion carried. Mrs. Kutz made a motion for the \$5,500,000.00 sewer plant loan with National Penn Bank; seconded by Mr. Butkus. A roll call vote was taken. AYES – 6, NAYS - 0, ABSENT – 1 (Mr. Zerr); motion carried. They thanked Council and Council thanked them for their hard work.

**BUSINESS (cont'd):**

Mr. Ludgate has spoken to Mr. Fegley (appointed conflict counsel) and they are going to be beginning discussions with the developer. Mr. Ludgate was requesting that Council appoint a committee of one (1) or two (2) to work with the Solicitor and himself for negotiation purposes with the developer of the Boscov's site. There might be a need to share costs. Some of these items will be needed to be decided upon. A brief discussion ensued when plans might be submitted. Mr. Ludgate feels preliminary plans will be submitted in May. This is something that should happen before plans are submitted. Ms. Sloan stated you want a few members of Council who will be negotiating on behalf of Council to which Mr. Ludgate agreed. Mr. Wenrich stated we already have a finance committee together to review issues. Mr. Wenrich requested that Ms. Kutz and her team work on this. Mrs. Kutz and Mr. Schmidt agreed to be part of this.

Mr. Wenrich asked Mr. Schlott to explain the benefits of his hard work that was correctly appreciated. Mr. Schlott said it was more Mrs. Shade's effort than his. Mr. Wenrich thanked both and said it was a joint venture. Mr. Schlott stated at the PENNVEST meeting that past Monday, we received a 5.5 million dollar loan was awarded for our waste water treatment plant. The interest rate is very good. Mrs. Shade stated the rate is 1.274% for the first five (5) years and 2.547 (these are the verified amounts) for the remaining years of the loan. Ms. Sloan stated it is a gift. Following that approval we received an e-mail from them extending us the offer. Unfortunately we were not able to receive any grants from PENNVEST. However we still have the H2O grant application out there. We were informed that there were 55 projects submitted for one (1) area alone this time. Very few were even considered however our project rated very high. We are working on the self liquidating report. Mr. Schmidt questioned when we need to respond and have all the information in. Mr. Fitzpatrick and Mrs. Shade both believe it is the end of May. We need to have DCED approval. It takes about 20 days for approval. Mr. Wenrich thanked him again.

The next item was the fire company merger ordinance. Mr. Fitzpatrick stated the Ordinance for the intermunicipal agreement has been advertised in the Reading Eagle. It will be known as the Western Berks Fire Department. It will consist of fire companies located in Lower Heidelberg Township, Sinking Spring Borough, South Heidelberg Township, and Wernersville Borough. The Ordinance would provide the effective date of July 1<sup>st</sup> of 2009. The bylaws were distributed along with the agreement. There have been no changes. This has been going on for many months and was headed by Mr. Brian Clements. Mr. Fitzpatrick questioned if there was any discussion on this before a motion would be made to adopt it. Ms. Sloan questioned why Fritztown was not mentioned in there. Mr. Fitzpatrick stated South Heidelberg Township is mentioned and that encompasses them. Mrs. Kutz had a question for one (1) or our fireman. She stated her father lost a business to fire so she knows how devastating that can be. She questioned Mr. Matthew Zerr if in his heart he felt this was the best thing we can do. Mr. Zerr said he feels this merger needs to be done. He said currently we have about 500,000 volunteers statewide. He continued that the four (4) departments work very well together. They are pooling their resources (their manpower, equipment, monetary). This is going to save everyone from total collapse. We can't keep going individually. Mrs. Kutz questioned if this was because of the lack of volunteers. Mr. Zerr said absolutely. He said who wants to commit the time anymore. Everyone has families. He said he has a wife; Harry sitting out there has a wife and kid. He continued it is getting harder and harder. Who wants to go out at 3:00 in the morning? He went on to say that being a volunteer is a gift to the community. With this merger, the four (4) department merger is a gift to everyone. Mrs. Kutz

**BUSINESS (cont'd):**

questioned if it was ever looked at putting a paid fireman or two at our own station. Mr. Zerr stated he has not been involved in any of those discussions so he can't answer that. Ms. Sloan asked Mr. Zerr to go over the hours of training they need to put in. He stated to go into a burning building you need 188 man hours of training. He explained what is in that 188 hours of training. He said in one (1) year alone he personally has 700 hours of training. He explained that takes away from his family time. Mr. Zerr feels it will help with family time. If he is at dinner at the alarms drop, he doesn't need to run out or worry if there will be enough people to get to that fire. He has forty (40) other guys that can respond. Mr. Wenrich questioned if the paid drivers were only for the daytime. Mr. Zerr said as far as he knows that was correct. Currently night time response is not an issue as most people work during the day. Mrs. Kutz thanked him. Mr. Wenrich thanked him for his dedication as well. Mr. Fitzpatrick explained this is cost sharing for the four (4) municipalities. Sinking Spring's share would be just about 20%, 19.72% which is based on the tax assessment as they relate to the four (4) municipalities. The Borough of Wernersville is 10.85%, South Heidelberg is 36.17%, and Lower Heidelberg is 33.27%. In the first year effective July 1<sup>st</sup>, Sinking Spring will contribute 67,556.00 based on the projected budget and the percentage share that we bear. The projection is that this will increase as the years go by because there will be paid fire drivers that will be in the second year. The question has been raised about the debt. There is some debt that the Borough is obligated to in regards to fire equipment. This debt will be assumed by the merged company but will not be paid off. We shall be indemnified and saved harmless against any obligation on our part to pay that debt; the merge company will pay that. Some of the other issues, Mr. Butkus asked the question if our equipment will remain in the Borough. That is what is intended however there is no guarantee on that. The building that houses the equipment will continue to be used by the merged company. The equipment that is there now will remain there unless of course it is needed in another municipality however it will be housed here in the beginning. As this evolves there will be replacement of equipment. In ten (10) years it might be impossible to determine who contributed what. There is a provision which would allow the Borough or any of the municipalities to withdraw from this agreement. If it is done after three (3) years there would need to be court approval of who would get what equipment back. If done within the first three (3) years there is a provision that the equipment comes back. Mr. Wenrich questioned what happens if one (1) of the trucks get ruined who gets the insurance money. Mr. Fitzpatrick stated the bank. Mr. Wenrich stated we would have to cover that debt then. Mr. Fitzpatrick stated the merged company needs to maintain insurance on that equipment. If there is destruction they will have to pay. Mr. Wenrich asked if that was in writing to which Mr. Fitzpatrick stated it probably is in the loan document and since they are indemnifying us and that is in writing then that takes care of it. Ms. Sloan made a motion to approve the Ordinance authorizing the entry into an intermunicipal agreement for the purpose of merging four (4) municipalities' fire companies into Western Berks Fire Department; seconded by Mr. Light. Mr. Wenrich requested a roll call vote. AYES – 5, NAYS – 1 (Mr. Wenrich), ABSENT – 1 (Mr. Zerr); motion carried. Mr. Wenrich stated even though he cast a "NO" vote he will give his full support to the company. The Ordinance must be approved by Mayor Noecker as well. Mr. Fitzpatrick asked Mayor Noecker if he was in approval to wish he responded he was. Mr. Brian Clements stated Council needs to appoint two (2) members to the Board of Trustees. Mr. Wenrich feels it should be two (2) members of the Safety Committee. The members are Mr. Zerr and Ms. Sloan. Mr. Fitzpatrick stated there needs to one (1) elected official and one not elected. Mr. Clements stated that South Heidelberg requested two

**BUSINESS (cont'd):**

elected officials so they will allow that. In addition Mr. Clements stated we need the \$5,000.00 seed money. Mr. Fitzpatrick stated we could requisition that at our next Council meeting on the 7<sup>th</sup>. Mr. Wenrich tabled the issue and asked the Safety Committee for their thoughts.

The next issue was the signed letter of agreement for the police to work the twelve (12) hour days. Mrs. Shade explained this needs to be signed by both the Borough and the police association. Mr. Wenrich stated that this was already approved. Mr. Fitzpatrick stated it was. There were a couple of issues, like holidays, etc. that needed to be addressed. He wasn't sure how it was addressed. Mrs. Shade stated that there is only one (1) holiday which is the 4<sup>th</sup> of July. Under this agreement they will get the twelve (12) hours however if we decide to continue the twelve (12) hour days, this along with bereavement and some other items will need to be looked at. Mr. Fitzpatrick stated it was pretty straight forward. Ms. Sloan asked the Mayor if he is was in favor of this trial period of the twelve (12) hour days. The Mayor is in agreement. Ms. Sloan stated we have the option to extend it or not extend it to which everyone agreed. It is a three (3) month trial. Mr. Schmidt made a motion to adopt the three (3) month trial of the twelve (12) hour days; seconded by Mr. Light. AYES – 6, NAYS – 0, ABSENT – 1 (Mr. Zerr); motion carried. Mr. Schmidt stated he had a chance to review the letter Mrs. Shade received from Mr. Keller. He continued he was a bit confused. He questioned why we are even talking to Mr. Keller on a change to a signed contract. He wanted someone to explain it to him. Mrs. Kutz questioned if he was the other attorney we used for the negotiations to which Mr. Schmidt said yes. Ms. Sloan stated the admin committee went over the old contract vs. the new contract. There were 34 items in the contract. 30 of those items were approved. The way we were able to get through so many points, most of them stayed the same. There were four (4) we were at odds over. At that point we had several other meetings along with several copies of the contract. Ms. Sloan stated she didn't actually pick it up the Mayor did. The Mayor told Ms. Sloan that the last contract did not seem right. It was actually on page 5 she thought. It was Article 2, "Management Security and Rights". It is on page 3 under Section 5A. We had quarterly vs. annually. We also had on the bottom of page 4 some of the language changed. Ms. Sloan stated the Mayor asked her if it looked right. She looked at it and it didn't look right to her. In the meantime she was not sure if it was signed, not signed, waiting to be signed. Mr. Light, the Mayor, and herself all got together and said that was not the recollection of any of them. So, Ms. Sloan called Mr. Keller and asked him about it. Mrs. Kutz questioned if they are allowed to call solicitors. Mr. Schmidt stated we shouldn't be. Ms. Sloan then stated she called Mr. Wenrich and got a meeting together of Mr. Wenrich, Mr. Light, the Mayor and herself. She believed Mr. Zerr was notified. She told Mr. Wenrich there appears to be an issue with this and Mr. Wenrich stated to get a hold of Mr. Keller and we will all have to sit down. Ms. Sloan stated she believed Mrs. Shade and spoken to Mr. Keller and that Mr. Keller wanted to sit down with all of Council to discuss this. Mr. Schmidt stated he understands that however this is a signed contract. He asked Ms. Sloan if that was in the contract to which she said yes it is. To the best of her knowledge she believes it is in there. Then Mr. Schmidt said this is all for nothing. We have a signed contract. He continued shame on us if we signed this and didn't see this verbiage in there. We are obligated to it. However this particular item, he does not have a real issue with. The reason being is all they can do is come to Council and request the twelve (12) hour shift. Council can say no. We don't have to agree to it and the issue goes away. Mr. Schmidt stated should this have been in there, probably not, but I don't think we should spend another dollar of hard earned taxpayer's money fighting something that we signed and we are obligated to adhere to. Ms. Sloan agrees and disagrees with

**BUSINESS (cont'd):**

him. She questions how did it get in there? She did not have any meetings with admin nor did Bruce or the Mayor have any recollection on this. Mrs. Kutz said we signed the contract. It is signed. Mr. Schmidt stated he believed our Solicitor stated if it is a contract we must honor it. Mr. Schmidt questioned why we are fighting this. He said again, shame on us. Ms. Sloan stated she is moving forward with what Mr. Wenrich asked her to do. Ms. Sloan stated the Mayor pulled this out. It does not agree with some of the Borough Codes. Mr. Schmidt said shame on us. Mr. Schmidt feels we should drop this issue here and now. Mr. Light wanted to see the contract. Mr. Butkus questioned if this contract violates State law. Mr. Fitzpatrick cited the Borough Code. It basically states the Mayor will be in charge of the police force and shall determine where and when they work. However Borough Council establishes how many hours the police shall work in a week. Mr. Butkus stated that answers his question; it doesn't violate the law and Mr. Fitzpatrick stated he agreed. He did say though that this is not his area of expertise. Mrs. Kutz stated she did not think we were to call the attorneys on our own. Mr. Wenrich stated he was approached by members of Council and the Mayor and questioned how verbiage got added into the contract. Mr. Wenrich said the contract was supposedly to be status quo that was presented at the original bargaining table. They said that phrasing was not in the original. He basically instructed the Mayor, Ms. Sloan, and Mr. Light if they wish to contact Mr. Keller to get clarity on it and to see how and when the timeline was that this got interjected into the contract and by whom. Mr. Wenrich stated yes, it is water over the dam and it is down river. He believed they just wanted closure. Mr. Wenrich stated when he read Mr. Keller's note he realized it was done. Ms. Sloan said that it appears some of the wording in this goes against the Code. Mr. Schmidt stated Mr. Fitzpatrick just ruled that out. Mr. Fitzpatrick stated it was the Borough Code. Mr. Schmidt stated if we don't take the time and read it, shame on us. Ms. Sloan stated we did take the time to read it. Mr. Wenrich stated it got by us. Mr. Butkus and Ms. Sloan stated not the version that got signed. The Mayor said that somebody put it in. Mr. Schmidt said it shouldn't have gotten in there, but it did. Mr. Wenrich stated according to Mr. Keller we have no recourse. Ms. Sloan stated we can amend the contract if we want. Mr. Schmidt asked how we can do that. Mr. Fitzpatrick stated we can't without the approval of the other side. Mr. Schmidt said I wouldn't agree to that to which Mr. Butkus stated they would probably make some other conditions.

The next item was the Red Flag Program. Mr. Fitzpatrick explained that the Federal Trade Commission is concerned about identity theft. Every business and municipality that is supplying a service for credit is bound to enact certain regulations to prevent identity theft of confidential information of its customers. We provide sewer service to our customers and we do that on credit. We are required to enact certain regulations to try to prevent the identity theft. There was a guideline prepared for Borough employees to follow to avoid the theft. We must keep certain matters confidential so we are required to pass this program. It is detailed. Ms. Sloan made a motion to enact the Red Flag Program; seconded by Mr. Schmidt. AYES – 6, NAYS – 0, ABSENT – 1 (Mr. Zerr); motion carried.

The next item was the rental of the sewer truck to Leesport Borough. Mr. Schmidt was approached by Miller Environmental for use of our televising truck. The good news is for every night they use the truck that is \$500.00. They will take all the liability. The Miller people who work at our plant will be the ones using the truck. They are covering the people's overtime. Ms.

**BUSINESS (cont'd):**

Sloan questioned if something happens to our truck it's covered. Mr. Schmidt said yes. Mr. Butkus questioned which Borough is paying for the fuel and the generators. Mrs. Shade stated when Mr. Poyner spoke to her; she believed that they will be picking up the costs. Mr. Butkus said as long as we get that clarified it is okay. Mr. Fitzpatrick stated they have to pay the liability. Mr. Fitzpatrick stated have Miller prepare a contract and he shall review it. Ms. Sloan wants the insurance laid out. Mr. Butkus wants it in writing if there is an emergency the truck will be returned to the Borough without any penalty. It was decided we will wait till the general meeting to do anything further.

The Memorial Day Parade is Monday, May 25, 2009. It will step off at 10:00 a.m. Mrs. Shade stated that Savage Motors is donating cars and we need to know who from Council will be in the parade and who needs a car. Ms. Sloan stated the Library Board made a request if we could locate a hay wagon for the little ones to use during the parade as well. Mr. Hart will look into it. Mr. Wenrich requested Council to get back to Mrs. Shade as soon as possible on the parade.

Meet the Candidate Night will be Thursday, May 7<sup>th</sup> at 6:00 p.m. It is the same night as our general meeting.

Mr. Schmidt stated we need to appoint someone to the TIF Committee which is Tax Incremental Financing. Mrs. Shade stated that Mrs. Kutz spoke to Mr. Bernard Campbell. Mrs. Kutz stated Mr. Campbell is willing to take on the position however he does travel a lot. Mr. Schmidt explained again what TIF is. Currently the County will give 100%, he assumes the Borough will give 100% and we shall need to approach the School Board as to what they would like to give. Mr. Schmidt a motion to appoint Mr. Bernard Campbell as our representative on the TIF Committee; seconded by Mrs. Kutz. AYES – 6, NAYS – 0, ABSENT – 1; motion carried.

Mr. Butkus wanted to clarify the property around the sewer plant that the Borough owns but is not utilizing and was presumably and will still be farmed. The question was in regards to Miller mowing the grass. The grass they mow is around the edge of the outside of the fence, inside of the fence, and in the right of way. The reason the Authority did this years ago was because it was cheaper. He will still be farming a bit of the sewer property. Mr. Wenrich questioned what the agreement was to liability. Mr. Schmidt stated he didn't know he was even doing that till recently. Mr. Butkus suggested that we write something up more of a formal contract. It should state he is responsible for the liability. Mr. Butkus stated it was all based on hearsay and rumor. Mr. Wenrich heard that the farmer was leasing from the Authority. No one knew how much; no one knew if anything was ever paid. Ms. Sloan stated he is getting a good deal. Mr. Wenrich doesn't want the Borough to be held responsible for anything and he doesn't know about the monetary value of it that is up to the rest of Council. Ms. Sloan questioned how much land is involved. Neither Mr. Schlott nor Mr. Butkus knew. Mr. Schlott stated he believed the parcel was about 50 or 55 acres but that does include the treatment plant as well as some wooded area. Mr. Light questioned if anyone knew what the Authority was being paid. Mr. Butkus did not know. Mr. Fitzpatrick stated we were informed that it was for keeping the area mowed. Mr. Wenrich stated it was a gentleman's agreement that he believed started fifty (50) plus years ago. Ms. Sloan stated we should have some monetary figure in there so we can ratify the contract. She was thinking around \$100; she questioned if that wasn't the law now. Mr. Fitzpatrick stated no. Consideration can be a dollar as long as it states you are intending to be legally bound by it. That is adequate. Mr. Butkus wanted

**BUSINESS (cont'd):**

if Council agreed, to have Mr. Fitzpatrick put together an agreement with a nominal charge and take care of the liability issue as well.

Mr. Fitzpatrick stated quite some time ago the VFW appeared along with their attorney at our meeting. They were requesting that their monuments if something ever happened and they were to close could be housed in Memorial Park or another suitable facility in the Borough. The Borough had agreed and Mr. Speidel their attorney was going to draft an agreement. It was decided that later on Mr. Fitzpatrick would create it. It is a pretty straight forward agreement. It commits the Borough to accepting those memorials at Memorial Park if the VFW is required to move them for whatever reason. The VFW will pay for the move; that is in the agreement. They are going to set aside a fund for this. The agreement has been signed by them. Mr. Fitzpatrick feels Council should sign it at this point. This can wait till the May meeting.

**ADJOURNMENT:**

Mrs. Kutz made a motion to adjourn at 8:45 p.m. seconded by Ms. Sloan.

Respectfully submitted,

---

Regina M. Shade  
Borough Secretary/Treasurer