

**LOWER PAXTON TOWNSHIP  
AUTHORITY MEETING**

Minutes of Township Authority Meeting held May 24, 2011

The quarterly meeting of the Lower Paxton Township Authority was called to order at 6:06 p.m. by Chairman William B. Hawk, on the above date in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Authority members present in addition to Mr. Hawk were: William C. Seeds, Sr., William L. Hornung, Gary A. Crissman, and David B. Blain. Also in attendance were George Wolfe, Township Manager; Steven Stine, Authority Solicitor; William Weaver, Sewer Authority Director; Jim Wetzel, Sewer Authority Operations Supervisor; Jeff Wendle and Kevin Shannon, CET Engineering Services; Richard Pleasants; and Ted Robertson and Watson Fisher, SWAN.

**Pledge of Allegiance**

Mr. Seeds led the Pledge of Allegiance to the Flag.

**Approval of Minutes**

Mr. Crissman made a motion to approve the minutes of the April 19, 2011 business meeting. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

**Public Comment**

There was no public comment.

**Chairman/Board Member Comments**

There were no Chairman/Board member comments.

**Old Business**

There was no old business.

## **New Business**

### Action on an engagement letter with Hawke, McKeon and Sniscak LLP for representation in certain sanitary sewer matters

Mr. Hawk noted that the Board of Supervisors previously took action on the engagement letter with Hawke, McKeon and Sniscak, LLP at its May 17<sup>th</sup> Board meeting for representation in certain sanitary sewer matters between the Authority and the City of Harrisburg. Mr. Weaver noted that this letter would enter into an engagement with Scott Wyland as a special counsel representative in a legal issue with the other municipalities that are contributors to the City of Harrisburg. He requested that the Authority Board act favorably on this engagement letter..

Mr. Crissman noted that it would be incumbent on the Sewer Authority to endorse the action taken by the Board of Supervisors; therefore, he made a motion to approve the engagement letter with Hawke, McKeon and Sniscak, LLP for representation in certain sanitary sewer matters. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

### Action on Change Order #1 for the ARA Contract for lining and time extension

Mr. Weaver noted that this change order is in regards to the pipe bursting operations that was to occur under Interstate-83; the original selected alternative under the contract with Abbonizio for the ARA Sewer Replacement project. He noted that once staff found that the original pipe was encased in concrete, other options had to be presented to complete the work.

Mr. Kevin Shannon noted that the sheet attached to the change order summarized the costs noting that the new increase in the contract price was \$3,006.82. He explained that the original cost for the pipe bursting was \$59,346.00. He noted that the contractor and subcontractors were very advanced into the project before the project had to be abandoned due to the pipe being encased in concrete. He noted that CET was able to negotiate the costs down to \$39,807.22, with two thirds of the work having been completed. He explained that he questioned the contractor if there would be some salvage value for the pipe and they provided a net credit of \$1,523.40. He noted that the Board had previously approved lining for the I-83 project as an option to pipe bursting at a cost of \$24,069.00. He noted that it provides for a net increase of \$3,006.82.

Mr. Shannon recommended the payment of \$3,006.82, noting that it has been agreed and accepted by the contractor.

Mr. Seeds noted that the contractor was too far in the process to stop without seeking compensation for the work they had done. Mr. Weaver noted that the contractor had to go to their subcontractor to get the documentation as to what work was completed, and that is the reason for the time delay with this change order. Mr. Shannon explained that the contractor had 40-foot lengths of high density polyethylene pipe which they fused together using rented equipment into one 300 foot long pipe, and they were ready to pull the pipe through when they discovered the problem. He noted that the entry and exit pits were being dug when the contractor ran into the problem. He noted that he was able to negotiate the price down by \$4,000. He noted that the contractor provided a credit to cut and remove the pipe. He suggested that the price was reasonable.

Mr. Crissman made a motion to approve Change Order Number One for the ARA Contract for lining and time extension in the amount of \$3,006.82. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Mr. Shannon explained that the lining for this project is scheduled for this week.

Action on Change Order #1 for the PC1A/1C Contract for trench collapse

Mr. Weaver noted that he attached bid language as an explanation as to why he was bringing the change order before the Board members. He noted that the contractor experienced a trench collapse on McIntosh Road. He explained that the road was previously blasted and it caved in during the sewer construction. He noted that the breakdown of costs that are attached is for an additional manhole run as well. He noted that manholes 102 through 107 are located on McIntosh Road and manholes 123 and 125 through 126 are located on Hillsdale Road.

Mr. Weaver noted that the bid documents included language regarding trench collapses to protect the Authority. He noted that the debatable language contain in the contract is whether or not blasting is included in this. He noted that normally that is not something that the contractor has any knowledge of. He noted at staff level, different language was discussed, and he suggested that an improvement that could be made for the future that would not include any trench collapse due to the ground being previously blasted. He noted that Liberty Excavators is trying to make the point that the land was previously blasted. He noted that the Board has the

option to deny the change order and let Liberty file a claim to settle the matter or the Authority can pay the change order, negotiating a reasonable price.

Mr. Crissman questioned what Mr. Weaver's recommendation is. Mr. Weaver noted that Liberty has not been forthcoming with the correct price at this point. He noted that they have been very difficult to work with recently. He explained that a project manager was replaced, and Don Larkin went on vacation last week and was supposed to have McIntosh Road paved, and he did not do it.

Mr. Stine questioned why we would pay the claim with the current language. Mr. Wendle agreed with Mr. Stine. He noted that CET is not prepared to sign the change order. He noted that he would like to go over this language with the Board as it clearly says that the contractor is not to be paid for any extra aggregate. Mr. Stine noted that it clearly says that, "Trench collapse during excavation of previously excavated trenches shall not be considered unusual in nature, etc. and no extra payment shall be made." Mr. Stine noted that is pretty clear. Mr. Crissman agreed. Mr. Shannon noted that they quoted that in their letter. Mr. Wendle noted if you look at the pay items, going forward, he would want to fight this for every job the Authority has. He noted if you look at the pay items, at the top, 505 and 525, it talks about cost for course aggregate backfill required, payment for a maximum trench width of five feet, and nothing for anything larger than five feet. He noted that the reason this language was included in the contract was to give the contractors motivation to keep the trenches as small as possible. He noted that we provide a pay width that they are expected to follow. He noted that you can't dig a 20 foot hole and think its going to stay at five feet, but if the pay width is five feet they will keep it as narrow as possible. He noted that is also true for pavement restoration.

Mr. Wendle explained for the Ronca contract, the Board approved the change order because that they had gone deeper than any of the pay items in the contract, so a special item was made for that depth. He noted that his recommendation at the time was not to say that they were being compensated for trench collapse rather to explain it as a new pay item for an extra deep trench for Irene Drive. He noted that Ronca contract in section 4.03 reads for the standard conditions, and then it speaks to a situation where a contractor believes that if any subsurface or physical condition is uncovered or revealed, then you go to number four, is of an unusual nature in difference materially from conditions ordinarily encountered and generally recognizes inherent in the work and the character provided for the contract documents, that he would

probably become aware of it and ask for a change order. He noted that was Ronca's contract. He explained that this covered it because Ronca had prior experience with this in the Township on Winfield Street where part of a trench collapse, but because they continued to fight about it and there are still issues with their contract, he added language to the next contracts for this additional supplementary condition, the statement that Mr. Stine read. He noted that it covers the previously excavated sewers that will collapse and the contractor must take that into account. He explained, that now, the contractors want paid for that. He noted in his opinion he would like to provide proper motivation to the contractor to keep the trench as narrow as possible. He noted that the pay width could be larger and it would increase the contract costs unless they already consider that they will have pay for items larger than 11 feet or 15 feet. He suggested that the contract says that they are not due payment. Mr. Crissman agreed. He noted regardless if the property was blasted or not, they excavated a previous trench and we told them that it could fall in. Mr. Stine stated that blasting had nothing to do with it. He noted that it is an irrelevant consideration as to whether the trench was previously blasted or not. Mr. Wendle noted that his feeling is that the contract with Liberty is clear and he doesn't know what else to say.

Mr. Weaver noted that this is an issue that he would not recommend the Board to take lightly. He noted that Ronca is spending a lot of money for paving. He noted that not only is Liberty is up for discussion in this matter, as there will be more discussion later when we get to the Ronca contract. He noted that this is not on the agenda for discussion for approval. He noted that Ronca will not go away. Mr. Stine noted that Ronca had different language in his contract. Mr. Wendle explained that Ronca did not have the further clarifying language. He noted if you want to draw that line, it is a legal issue. Mr. Weaver noted if you pay Ronca and don't pay Liberty then Liberty will file a lawsuit. Mr. Crissman noted that the language is very clear. Mr. Stine noted that Ronca's contract is different. Mr. Weaver noted that he is not talking about the contract; he is just telling you what I know from talking to the contractor. Mr. Stine noted that every contract stands on its own feet. Mr. Weaver noted that he is not talking about the contract language, just voicing what the issue is and what the contractors are telling him. Mr. Crissman noted that the issue must be addressed according to the contract.

Mr. Seeds noted in the letter it states that the areas included in this claim are those outside the original excavated trenches as there was a reasonable expectation that they would contain suitable materials and not be subject to failure. He noted that they went wider than they were

supposed to. He questioned why they did that. Mr. Weaver noted when you excavate a trench that's been blasted, the entire thing caves in. Mr. Seeds noted that they said that it caved in wider than the original, and he questioned why they dug wider than they should have. Mr. Wendle noted that the trench was previously excavated and the side caved in. Mr. Wendle noted that he had no idea why they had any reasonable expectation that it wouldn't, especially with this language.

Mr. Hawk noted that the language is pretty clear that they don't get paid \$36,500. He questioned what happens if the Board tells them that it is not beyond the reasonable expectation as the contract for a trench to collapse, and we deny the additional consideration. Mr. Wendle noted that the contractor can file a claim. Mr. Hawk questioned what happens to their work ethic. Mr. Wendle noted that part of Liberty's issue is that they are refusing to do the work that is called for under the contract unless we tell them that we will pay them. Mr. Stine noted that is a breach of the contract. Mr. Shannon noted that McIntosh Road work was done was November and they didn't file the claim until May. Mr. Wendle noted that they had 30 days to file a claim. Mr. Wendle noted that it is a mess if they file legal action. Mr. Crissman noted that it would mean that the Township just rolls over and caves in. He noted that the language is clear, the contract is clear; they need to deliver what the contract is. Mr. Hawk noted that he agrees that the contract should be denied, but his concern is that their past history is not stellar. Mr. Weaver noted that Don Larkin went on vacation and he didn't assign anyone else to take care of the issues with the paving, the trench collapse issue, and the additional paving which Public Works has requested. He noted that is the next item on the agenda. He noted that he called the Vice President and told him that this cannot continue anymore. He explained that he told him that he has an Authority meeting on Tuesday night and he must advise the Board that if Liberty doesn't take action soon we will have to take some legal action against them. He noted that this has gone on way too long. He explained that Liberty claims that they had the trench collapse issue, Public Works gave them all this additional paving up to \$70,000 and they had no direction as to whether or not they would get paid for it and were uncomfortable doing the work. He explained that that he told Liberty that it was not an excuse, noting that they had plenty of time to get the paperwork in. Mr. Crissman questioned if Mr. Weaver reminded Liberty of the SC-4.03 contract language. Mr. Weaver answered yes. He noted at first they agreed that the language covered it, and then

they changed their tune because they are trying to cover some costs. Mr. Crissman noted that the language is what the language is. He noted that they agreed to it and they signed the contract.

Mr. Crissman made a motion to deny the request for Change Order 1 for the PC1A/1C contract for trench collapse. Mr. Blain seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Action on Change Order #2 for the PC1A/1C Contract  
for additional paving required by Public Works

Mr. Weaver noted that this is a draft change order only since Mr. Shannon has to provide a report for the cost issue that the pricing has not been finalized for the total amount of paving restoration that has been presented by Liberty. He noted that this change order is to cover the additional areas outside the trench for PC1A/1C that are required by Public Works to do the street overlay which was talked about during an earlier Authority meeting. He explained that the sewer trench is five feet wide and payment provided for an additional foot on each side of the trench. He noted that the contractor is to be compensated to pave seven feet in width. He noted that anything outside of the trench that is damaged requires a base repair before doing the overlay. He noted that you need to do this repair as a proper overlay and Public Works Department is requiring it. He noted that the change order presented tonight includes the base repair that Public Works determined that needed to be completed after it met with Liberty and discussed this issue. He noted that Liberty was uncomfortable doing the work until the Board approved the change order.

Mr. Shannon noted what they are requesting is proper. He noted that they should be paid for any paving that Public Works is asking them to do outside the contract. He noted that we did that with all these contractors. He noted he hesitated on approving this change order since he only received it last Wednesday. He explained that he spoke with Barry Wampler this afternoon but he has not had a chance to verify with the inspector and the contractor that these quantities are what we want to pay for. He noted if there was a trench collapse, we don't want to pay for anything beyond seven feet. He noted that he looked at the actual temporary pavement, plus a foot and the areas that Public Works marks up. He noted that he would recommend the concept but he needs to verify the quantities. He suggested that doing the paving under the contract price

of \$27.35 per square yard is fair. Mr. Seeds questioned if that is a fair price. Mr. Shannon answered yes. He noted that the number that he needs to verify is the 5,126 square yards, noting that is almost double what was in the contract. Mr. Hawk noted that the second change order includes the previous change order amount of \$36,576.85 that was not approved. Mr. Crissman noted that there is another increase of \$140,000 that takes the entire contract up to \$4,087,000. Mr. Hawk noted that the \$36,675 must be removed from the second change order since it was just denied payment. Mr. Crissman questioned if the \$140,000 is a stand alone number. Mr. Shannon noted that the contractor is claiming that it is a stand alone number. Mr. Shannon noted that the extra area to be paved at the request of the Public Works Department outside of the contract is a good request, and the price per square yard is a good price, but he needs to verify the number of square yards. Mr. Hawk noted that any motion to approve should be subject to verification of the price. Mr. Shannon noted it would be a verification of the quantity by the engineer.

Mr. Hornung questioned if this should be put on hold or approved based upon yardage. Mr. Wendle noted that his recommendation is he could go back to them to tell them that it has been approved and all he has to do is confirm the yardage. He suggested that this might get them off the dime to pave the road. He noted that they keep telling Mr. Weaver that they will not pave it unless they know they will get paid. Mr. Shannon noted that the total cost would not be for more than this amount. Mr. Hornung questioned who would verify the yardage. Mr. Shannon noted that he would sign off after his staff and Mr. Wetzel's person verifies that it is the proper quantities.

Mr. Hornung noted that the Board will be having another meeting in two weeks. Mr. Wolfe noted that the Authority will not be meeting but he could schedule a meeting. Mr. Hornung questioned if it would be that much of a deal to hold it off for two weeks until we get the final numbers. Mr. Crissman noted that he would prefer to vote on it with the real numbers. Mr. Hornung noted that the public is not happy with the roads the way they are. Mr. Seeds noted that it would hold up the paving for two weeks.

Mr. Weaver questioned if you can direct the contractor to do the work without a change order. Mr. Wolfe noted that you don't have the authority to do that given that the Board does not want to act on the change order. He noted that the Board wants the final number. Mr. Crissman questioned if there is a concern of the delay because McIntosh won't get paved, he would not be

against calling a special 7 a.m. Board meeting as long as staff can provide all the statistics to approve the change order to keep the process going. He noted that he agrees with Mr. Hornung in that he does not want to act on the change order until he has real and concrete numbers. He questioned how quickly Mr. Shannon can gather the information. Mr. Weaver noted that it is out of his control because he is not involved because this involves Public Works. He noted that all this work is directed by Public Works through his contract. He noted that Mr. Robbins needs to verify the numbers with Mr. Shannon and Liberty Excavators, and that he was not involved with this issue. He suggested that it might be a good idea to request Mr. Robbins to attend the Authority meeting. Mr. Crissman noted if staff is saying that this work needs to be done immediately he is willing to make a sacrifice to meet again within three or four days to have a quick emergency meeting that can be advertised to approve what needs to be approve so that the project can move forward. He noted that he does not want to be hailed as the stumbling block in the process. Mr. Hornung noted that it is a \$140,000 decision and the Board needs to hear Mr. Robbins input.

Mr. Hawk questioned if Mr. Shannon could verify the numbers rather quickly. He noted that we could get together for an emergency meeting to move forward. Mr. Shannon noted that he would let Mr. Weaver know when he is satisfied with it and go from there. Mr. Crissman questioned if Mr. Shannon and Mr. Robbins have to make this happen. Mr. Shannon answered yes. Mr. Seeds noted if you need an extra vote for this week he would not be home but you could reach him by phone.

Mr. Weaver noted that paving is the hot button and he needs direction from the Board on this issue. He noted that the contractor only want to pave five feet and one foot on each side of the trench. He noted that Mr. Robbins goes out and finds work outside the seven foot area. He noted that it is confusing to the Sewer Authority and staff and the contractors. He suggested that paving should be taken out of the contract and let the Township do the work. He noted that this is not an ideal situation because you have a sewer trench cut and then you have the Public Works make the base repair providing another seal, however, if the sewer contractor does the work their would only be one seal. He noted that it is not an ideal situation either way. He noted that Mr. Robbins is trying to make the job more efficient by having his staff is involved and doing the work in-house. He noted that this will take away a lot of the headaches that we are having right now. He noted that we are on a learning curve in regards to handling the paving, noting that too

many people are managing the paving operations. He noted that you have a sewer inspector who is working with the contractor to do the trench restoration, and he is writing down all these numbers and then Mr. Robbins comes out with his staff and makes measurements when what we really need is one person to do it. He stated that we have not determined that best way to handle this yet. Mr. Crissman suggested that we should have had Mr. Robbins join us at the meeting since he is an integral part of making the recommendation. Mr. Wolfe stated that he agreed. Mr. Weaver noted that he is only entertaining discussions on this topic at this time. Mr. Seeds noted that it would be a smart thing to do. Mr. Shannon noted that he has met with Mr. Robbins and Matt Miller to brainstorm the best approach to this. He noted that when the Township gets its yearly contract for paving, the base repair that they are doing under the contract is double the price of what the Sewer Authority is getting it done for since they are doing straight-line wholesale paving. He noted that it is much more expensive to patch and repair the roadway. He noted that it was discussed to leave the base repair out of the contract and having the Township do one big contract for base repair and overlay and charge the sewer authority for the work. He noted that no recommendation has made up to this point. Mr. Crissman questioned who is coordinating the effort to discuss this with the Board. Mr. Weaver answered that it would be the Public Works Department, since Mr. Robbins would work with Mr. Shannon on this matter. Mr. Wolfe noted that he is a little confused since it is a significant discussion that was not listed on the agenda. He noted that there are three change orders, but we are discussing issues concerning what and how to pave, and he was not prepared to discuss this tonight. He noted that these are issues that need to be brought before the Authority and the Board of Supervisors, and not all the parties are present, nor were they scheduled to be here, because it was not an in depth item listed on the agenda for discussion.

Mr. Hawk suggested that this could be put on a workshop session agenda. Mr. Weaver noted that the reason he put it on the agenda is that he is getting many complaints from the public about McIntosh Road. Mr. Wolfe agreed, noting that there are two issues, the change order and the paving of the road but the overriding issue is that sewer programs tear up Township roads and who will pay for the replacement. He noted that this issue has not been resolved yet and you can tell that there is disagreement between the two departments on how this is to be handled. Mr. Crissman noted that he is looking for the dollar amount needed for the change order. He noted if you want to move forward with the change order we need a dollar amount to approve the change

order. Mr. Wolfe noted that it would be plus or minus \$140,000 to pave McIntosh Road, but the issue is that Mr. Shannon and Mr. Robbins have not confirmed the numbers. He noted that is what is holding up this change order. He noted that it is a very small issue, but the overriding issue is the condition of the roadways after the sanitary sewer process and who is responsible for the repairs. Mr. Shannon noted that the \$140,000 is not for McIntosh Road only, but that it also includes Crestview, Hillsdale and all the Township streets in PC-1A

Mr. Hawk noted that no action will be taken on this change order until more information is received.

Action on Change Order #3 for the PC1A/1C Contract  
for rock removal for new sewer trench

Mr. Weaver noted that this change order is from Liberty Excavators who encountered a rock situation for several sewer replacements. He noted that there was no provision for new sewer trenches in the contract and they had to rent a special machine to remove the rock and they have provided a cost to do that. Mr. Shannon noted that Liberty Excavators suggested by way of email that they needed the approval of the price of \$225 per cubic yard for mechanical rock extractions where field changes were made. He noted that there are two locations where that has occurred to date, and they ran into rock at both places, however they do not know what the quantity will be at this time. He noted that Mr. Wampler estimated that 150 cubic yards would amount to \$33,750. He noted that Mr. Wampler approves of the request to pay \$225 per cubic yard for mechanical rock removal, however we don't know and can't accurately estimate how much will be removed. He suggested that this would be for three areas, so he would recommend that the Board approve the \$225 per cubic yard with an estimated quantity that shows an increase of \$33,750. He questioned if it makes sense to do it this way. He noted that another way to do it would be to approve paying \$225 per cubic yard for rock removal outside of the contract scope, and then when the work is done, he would come back with the change order when it is known how much it would cost. Mr. Seeds questioned if this amount of \$225 is included in the contract price, and if it is a reasonable amount as it is a lot of money. Mr. Shannon answered that it is not in the contract.

Mr. Seeds questioned what mechanical rock is. Mr. Stine explained that it is rock removed using a machine. Mr. Seeds questioned why the contractor did not expect to find rock in the project. Mr. Blain noted when contractors make up their bids, they can't always determine

where the rock will be located. Mr. Shannon noted that it was in the contract to replace the building sewer for the Stabler farm house on McIntosh Road, but they would not expect to find rock while replacing a building sewer in the trench that was previously excavated. He noted that the building sewer went through some heavy vegetation and trees and the owner, the DiSanto's, requested that we place a new connection. He explained that the contractor dug a new sewer route, which was not in the contract to start with, and ran into rock cutting through the hill. He noted that they stopped the process and that is what precipitated this change order. He noted that he felt that it was a reasonable request. He explained that there was another instance on Sycamore Street where there was a field change made by the inspector to move a lateral to get it out of a driveway driving a manhole down two feet and there was rock in that area. He noted that it was not shown in the original drawings and they did not bid it that way. He noted that it is fair to pay the contractor for the extra time to remove the rock if they did not originally bid it.

Mr. Hawk noted that the recommendation is to pay \$225 per cubic yard times the actual number of yards which would equal an unknown cost at this time. Mr. Shannon noted that was correct. He noted that it is an unknown number at this point, since Liberty stopped doing the work until the ruling is made on the change orders. Mr. Hawk noted that this change order includes the prices from change orders one and two. Mr. Crissman noted that Mr. Shannon is asking for payment in the amount of \$33,750. Mr. Hawk noted that they could just consider paying \$225 per cubic yard. Mr. Crissman noted that it opens the door for an unlimited amount of yardage that he does not feel comfortable with. He noted that it is an unknown number. Mr. Wendle noted that you can't know what it is until you actually dig it. Mr. Crissman noted that is what change orders are all about. He noted when the change order is carte-blanche, then he has a problem with it. He noted that he does not mind approving a change order with a "not to exceed" amount. Mr. Weaver noted that normally if it had been anticipated in the contract it would have a unit price and an estimated quantity and a bid amount. Mr. Wendle noted that this is a very conservative amount on the high side. Mr. Crissman noted that he would not mind approving up to an amount of \$33,750. He noted if there is more, then they would have to come back and justify an additional subsidy.

Mr. Hornung questioned if \$225 per cubic yard is a good price. Mr. Blain suggested that it might be a little high and he would like to get a second opinion from another excavator. He noted that he knows some people in the business that he could check with. Mr. Wendle noted

that the difficulty with this is you could bring in a contractor to do a little piece of the work, noting that someone else could maybe do it for less. Mr. Blain noted that he is not looking to get someone else to do the work; rather he thinks that amount is a little high. Mr. Seeds questioned if this would include blasting. Mr. Blain noted that they will not blast; they will remove it with a machine. Mr. Hornung questioned if they would use a jackhammer. Mr. Wetzel suggested that they would use a pointer attached to a backhoe and it would ram the stone. Mr. Hornung questioned if they would have to bring in another piece of equipment or will they be able to attach the equipment to their backhoe. Mr. Wetzel noted that they have quick-connect couplers that make it easy to attach a piece of equipment to the backhoe. Mr. Hornung noted that it is not like they have to bring in an additional piece of equipment to do the work. Mr. Shannon noted that this slows down the process as it would take longer, involving more man-hours and machinery hours. Mr. Blain suggested that the price might be high because a lot of the excavators dumped equipment because they needed the cash flow and now they have to rent the equipment. He noted that your margins would be less when you rent equipment over having owned the equipment. Mr. Wetzel suggested that they may have to bring in another piece of machinery to do the job. He noted that it would slow down the process to change the equipment back and forth. He suggested that we need clarification to find out what the \$225 per cubic yard includes. Mr. Hornung noted that they may have to pay to haul the equipment in to be used. He noted that some of the equipment will handle the jackhammers and some won't because they require a high-flow hydraulic pump as compared to a regular hydraulic pump that operates the equipment.

Mr. Shannon noted that it was difficult to look at previous bids since they do not bid rock removal. He noted that he asked Mr. Wampler and he stated that the price was reasonable. He questioned the contractor at the job conference and he said it was barely covering his costs. He noted if the other change orders would be discussed in two weeks, and the Board wants to wait until he gets more information, then they could come back at that time with more information.

Mr. Seeds noted if this is a rerouted sewer, and the expense is going to be too much, then maybe they should consider using another route for the sewer line. Mr. Weaver answered that there is no other route. He noted that this is the estate home for the DiSanto's, Stray Winds Farm location, and the slope of the sewer was flat and it was recommended to reroute the line. He

noted that there are other areas of the main sewer, that due to the slope, redesign work will be needed. Mr. Seeds noted that this is a deeper line than before.

Mr. Hawk noted that this change order will also be tabled at this time.

Action on the CET Engineering Agreement Exhibit #11 for construction services

Mr. Wendle noted that there were a number of construction jobs that are ongoing simultaneously and Township staff is running short of inspectors for the projects. He explained that staff requested a proposal from CET to provide inspectors for some of the projects. He noted that a CET inspector has been on the job for almost a year and he will have to move to another job soon, however, the Authority continues to need more inspectors to supplement staff. He noted, in his proposal, he mentioned that he has provided inspectors anytime the Authority has asked for one. He noted that by pulling staff from a job to do inspections, it provides for the regularly hourly rate for whoever is called out to work. He noted if the Authority wants someone to inspect full time, and there is a need according to Mr. Wetzel for a full time person, he would have to reduce his hourly rate to be competitive with the Authority rate. He noted that person would be directed by the Township; however CET would pay their benefit to include vacation, etc. He noted when the Authority is not working, then they would need to pay the inspector if CET is working. He noted that he has one staff person who would be available for \$44 an hour and he could provide others if necessary and he would expect their range to be competitive with the Township, noting that after the job ends, that person would be the responsibility of CET. He noted if a commitment is made by both parties, the person would work for the Township for a long time. Mr. Wolfe noted that staff has requested the proposal, reviewed it and found it to be competitive compared to how it would operate in-house. He noted that it allows for some flexibility and covers an immediate need with a qualified person. He recommended that the Board act on the amendment to the agreement with CET.

Mr. Blain made a motion to approve the CET Engineering Agreement Exhibit #11 for construction services. Mr. Hornung seconded the motion. Mr. Crissman questioned if the salary and the fringe benefits are being paid by us. Mr. Wolfe answered no, noting that we are paying for the consulting fee only. Mr. Wendle noted if the Authority is off and his people are not, then the Authority must reimburse CET for those wages. Mr. Seeds questioned how many people are working for the Authority at this time. Mr. Wolfe answered none. Mr. Seeds noted that Mr.

Wendle stated that we had one employee working for the Township. Mr. Wendle noted that he was not committed to the Township and he was charged at a different rate. He explained that the new guy would be hired at a reduced rate. Mr. Wolfe noted that this CET employee will report to Lower Paxton Authority every day and the Authority will be his immediate supervisor as opposed to the consultant getting his assignment from CET and going back to CET on an “as needed” basis. Mr. Seeds noted that the employee will receive his check from CET. Mr. Seeds questioned what would happen if we need more employees. Mr. Wendle answered that the agreement allows for hiring up to three employees. Mr. Hawk called for a voice vote and a unanimous vote followed.

### Paxton Creek Second Consent Decree Corrective Action Plan (CAP)

#### *Review of the current construction*

Mr. Weaver noted the packet contains the sewer replacement construction schedule that is used for scheduling inspections. He noted that it provides an opportunity to review with the Board the schedule, and the next item on the agenda also reviews the Paxton Creek Schedule that is in the Second Consent Decree. He noted that PC4B is on schedule to be completed at the end of the year. He noted that they recently completed PC6C, so it has been removed from the schedule. He noted that only PC4B is shown on the schedule. He noted that Rich Woltman and Eric from CET are the inspectors. He noted that Austin from CET will replace Eric when he moves to a Susquehanna Township project.

Mr. Weaver noted that some of the issues in 4B/6C concern paving. He noted that he would have better information to provide to the Board at a later date for that change order, noting that there was additional paving in that contract that has not been resolved. He noted that some of the amounts have been paid to Ronca and he will submitted an additional pay application tomorrow, noting that Mr. Wampler and Mr. Shannon have been working on that but he has the same issues that he had with Liberty Excavators. He noted that Ronca wants to be paid for everything because of the trench collapse that occurred on Earl Drive. He noted that Mr. Ronca has not indicated that he would put in for the additional stone like he did on Irene Drive. He explained if you have driven Earl Drive you will know what the people are dealing with. He noted in working with the Public Works Department he found that the major routes that the public travel, such as Earl Drive and McIntosh Road, should not be dug up in the wintertime

because the contractor is unable to install a permanent trench repair before the Township does the overlay. He explained that he instructed Ronca and he has agreed to complete all the mainline and lateral replacements on Earl Drive, Carolyn Street, and Curvin Drive by wintertime. He noted that staff is watching to ensure that Ronca can achieve that goal.

Mr. Weaver noted that he has some concerns since the trench collapse and the weather has slowed the work considerably. He noted that the contractor was only able to work ten days in April due to the rainy conditions. He noted, with the delays, they are somewhat on schedule in terms of the construction. He noted that he will be coming back to the Board with a time extension since they were asked to take on the Raspberry Alley project that caused a delay. He noted that he would have to add that time in to make the schedule work. He noted that another issue for 4B/6C is that it is too wet to do the yard restoration work. He noted that it has been a rough time for staff explaining the issues to the public that the sewers have to be replaced and the Authority has a schedule that it must meet. Mr. Shannon noted that there is only one more week allowed for the contract to seed yards. He noted that June 1<sup>st</sup> is the cut off for that. He noted that he expects the work to be done by the end of the year as it was funded by PENNVEST; therefore CET continues to work with staff to get the pay applications into the State to release the money. He noted that PC1A/1C has been discussed at length in regards to the change orders. He noted that Liberty has maintained the schedule since they hired a new project manager and added crews on the job. He noted that due to the rain, there were many days the crew could not work in April. Mr. Shannon explained that Liberty sent a letter to CET for every day they were unable to work due to the weather, and he suggested that they will be requesting a time extension due to the weather delays. He stated that it would be a reasonable request.

Mr. Weaver noted that the ARA project is slated to be completed the end of August. He noted that the crews are working in Elmerton Avenue and they will be moving into the Colonial Park Mall area soon. He noted that he has meet with their staff to prepare them for the construction that will occur. He noted that he has met with Sears's staff and the Catalina Partner's Management. He noted that he many issues with the people in the Brooks Apartment as they were not satisfied with the process and wanted the work to be completed much quicker and did not expect the disturbance to their community. He noted that only a sewer lateral and a few other things need to be completed. Mr. Wetzel noted that they are finishing the lining,

Mr. Weaver noted that the other projects are slated to be bid in the near future.

PC1G and PC1H Mini-Basin Schedule

Mr. Weaver noted that he included the Group 1 min-basins in the priority plan and PC1G and 1H were in the 2017-2022 priority plan. He noted with the recent wet weather flooding, there has been a significant investigation by staff, with CET's help, and Mr. Whittle is working with the modeling to do some engineering estimates. Mr. Wendle noted that there are basement backups that are occurring, but not from below, noting that there is a steep section of the sewer that is free flow. He noted that the flows are so high coming from G & H that they are creating a back up at Mr. Sirb's house, and another home that had a grinder pump had a back up. He noted since basement backups were the highest priority, and in order for them to overflow at that level, he had to run the model, and it's going to show that the gallons per day per EDU are substantially higher than originally thought from the prior metering. Mr. Weaver noted that it may turn out to be the highest one that we have currently.

Mr. Weaver explained that he and Mr. Wolfe are meeting with Mr. Sirb tomorrow. He noted that Berkley Risk, the insurance carrier, changed their decision and will now cover the claims since there had been prior backups for Mr. Sirb and Mr. Ellis. He noted that staff has been working on an interim measure until work can be rescheduled in 2012-2017 at which time they will be added as additional mini-basins. He noted that Mr. Wendle will have to provide an engineering estimate and a time frame for when the work can be completed. He noted since the Authority will be paying the claim, there are steps that it can take. He explained, if you raise the elevation, then this should solve the problem for Ellis. He noted that he did a similar project with the Rossi's who had a similar backup issue in 2006. He noted that Mr. Rossi lives next door to Mr. Sirb. He noted that Mr. Sirb continues to have concerns which are one of the reasons he wants to meet with Mr. Wolfe and himself. He noted that Mr. Sirb's valve system and pump were not working properly. He noted that Clendon found that the float was not working properly and he found a way to stop the problems from occurring in his basement.

Mr. Weaver noted that he would provide the Board at the next Authority meeting an engineer's estimate to get authorization for DEP's approval to move this project forward.

Mr. Shannon noted that IG & 1H are all PVC sewers. He noted that it mainly involved installing observations T's and doing some air and vacuum testing, and basement inspections for

sewer pumps. Mr. Seeds questioned what significant improvements would be made. Mr. Weaver answered some of the homes are valued in the millions of dollars. He noted that he is not talking so much about the improvements inside the houses, but outside the house where there is significant landscaping. He noted that there are also different utilities issues up there that will require a lot of analysis.

Update on the Township I/I Crew activities in PC1A

Mr. Weaver noted that he started the four-person I/I Crew several years ago and they completed the 25 properties in PC1A, and will be moving to PC2C to work on 30 additional properties. He noted that that project will be going out to bid shortly. He noted after that they will move to SC1E. He noted that a new person was added to the crew recently since one member was promoted to an inspector position.

Review of the revised Second Beaver Creek Corrective Action Plan, Amendment to the Second Consent Decree and Settlement Agreement

Mr. Weaver noted that the Beaver Creek Corrective Action Plan (CAP) has been recently prepared by CET to remove the proposed Wet Weather Treatment Plant and propose a mini-basin sewer replacement program similar to the Paxton Creek program. He noted that he met with DEP and they provided some input and STA solicitor Scott Wyland has also provided comments to Mr. Stine, Mr. Wendle and himself. He noted that Mr. Wendle has made the revisions from the DEP comments however he had put a strike mark across those areas that the Authority is not in agreement with STA to have that language in the CAP as he feels that it would be more appropriate to be in the settlement agreement. He noted that he will be meeting with STA to review the new CAP and provide the new draft to them with an explanation that we are not totally opposed to some of the language but Mr. Wendle has some significant concerns with some of the language. Mr. Wendle noted that some of the language that STA put into the CAP is items that the Authority cannot do. He noted that they state that the Authority projected flows to the Swatara Treatment Plant under phase one will be within the required amount that is only five years out and that will not happen. He noted that he is proposing a long-term plan like the Paxton Creek CAP. He noted that it may be a misunderstanding with Mr. Wyland as to what we were projecting to achieve in the first five years. He noted that once the changes are made for

the maximum month flow that should go away. He suggested that the Authority should have some relief from the 3.795 limitation for the maximum month flows from STA. He noted that the amendment should be available very soon.

Mr. Hawk questioned if the Authority is still working on a 15 year agreement. Mr. Wendle noted that he is discussing a 15 to 20 year plan, just like the Paxton Creek CAP. He noted that he could not see any other alternative although he is investigating pre-treatment options as he still thinks it is the cheapest way to do it. He noted that he is doing this research on his own time. He noted that he added information on an engineer's estimate for the actual CAP. Mr. Wolfe noted that this is what you should be most concerned about. He noted that the document is in negotiations and you won't see a final document for awhile. He noted that it should parallel the Paxton Creek CAP which the Board is very familiar with. He noted that the greater concern is the actual cost associated with the Plan. He noted that the total Beaver Creek mini-basins work is currently estimated at \$85,700,000. He noted that the Wet Weather Treatment Plant is money spent and it is no longer available. Mr. Seeds noted that this is additional funds that will be needed. Mr. Wolfe noted that this would take the Authority to a total program well in excess of \$150 million. Mr. Wolfe noted that it would include Paxton Creek, Beaver Creek, Asylum Run Area and Spring Creek.

Mr. Hornung questioned what other alternatives we have for Beaver Creek. Mr. Wolfe noted for Paxton Creek, there is 44 miles of ACP or clay pipe that has reached its useful life and needs to be replaced. He noted that there are the accompanying building sewers that need to connect to the homes. He noted that it is not cheap. Mr. Wendle noted that he has added in all the paving that Mr. Robbins wants to do that need more discussion. He noted that some of the roads in the Township are substandard and by the time the Authority is done with a project, Public Works Department marks the areas that need to be fixed, and he figured those figures into the costs. He noted of that cost, in terms of just base repairs, and extra trench restoration, it is roughly 6% of the over all costs, roughly \$5 or \$6 million out of \$80 million for Beaver Creek work. He explained that he provided a long-term program to DEP and provided as much time as needed to finish noting that he would determine the storage capacity requirements when some mini-basins have been replaced. He suggested that the Authority needs to secure a place for storage in both these basins and eventually it is either going to store or treat some waste in the future. He suggested replacing everything in 20 years and spending \$10 million a year for 20

years seems beyond the pail. He noted that the Authority should look to stop the massive replacement as soon as possible once we determine what reasonable storage requirements could be as it would be a lot less money, and then spread the sewer replacement over a very long period of time using storage facilities. He noted that he has been doing some research on his own and he suggested that the Authority could propose Actiflow to DEP. He noted that one alternative would be to build storage that would handle 95% of the events, and if there would be an overflow from the storage facility then it would be treated using an Actiflow system. He noted that this would cut costs substantially. He noted another option could be bio-Actiflow. He noted that it would use dry bacteria to provide a biological treatment process. He noted that they could use both systems in parallel. He explained that a friend of his is doing a job in Maryland where you take the activated sludge, mix it with the sand, settle it out, and treat large quantities, returning the activated sludge back to the treatment process. He noted that since we do not have a treatment plant, we would have to have a supply of bugs. He noted that you can get them dry and they can be deactivated in a couple of hours, but you need a basin to hold them during the event. He explained that he will bring a preliminary price to the Board for their review. He noted if it is cost affective then we should press this issue against the numbers for replacement that is very high.

Mr. Hawk noted that we have gone round and round with EPA on the Actiflow. Mr. Seeds noted that the difference between the straight Actiflow and the Bio-Actiflow is that it is a biological process and that is what the EPA was hung up on.

Mr. Seeds questioned if there was ever any discussion to build a storage facility on the site that the Authority owns in South Hanover Township. Mr. Wendle noted that South Hanover Township will not approve that site for anything other than what is in their ordinance. He noted if you attempt to build a big storage tank in that location, they will probably be just as uncooperative as before. He suggested that the area may not be large enough for what would be needed. Mr. Seeds questioned if a discussion was held with South Hanover Township on this matter. Mr. Weaver noted that the Authority was in litigation with them and we were not talking about anything. Mr. Wendle noted that we could entertain discussions with South Hanover Township, but in the last occurrence, talking did not help, noting that everyone agreed, including staff until it came time to approve the land development plan and then everyone on the South Hanover Township Board changed their minds. He noted that getting all the approvals did not

seem to help. He noted that we can put a pumping station there and we can pump the excess flow to a location to store it or treat it. He noted that he is looking at those alternatives as reasonable discussions to have with DEP. He noted that the plan allows stretching it to 20 years and the Paxton Creek plan was the first plan like that that DEP ever approved. He noted that it would allow the Authority some time to determine the peak flow, how much storage would be needed, how much it could economically store and capture for a reasonable cost for the greatest percentage of time. He noted that storage is not a rate but a volume and with this past spring it could be exceeded by the next storm. Mr. Hawk noted that the Authority spent a fortune trying to get the Actiflow Plan approved.

Mr. Seeds questioned what is happening with the site in Susquehanna Township. Mr. Wolfe noted that it is listed for discussion later in the agenda.

Mr. Hornung questioned what the figure was for the Paxton Creek CAP. Mr. Wendle answered that originally it was \$75 million and is probably now around \$80 million. Mr. Weaver noted that the construction costs are going down at this time. Mr. Hornung questioned what the projected costs are for Beaver Creek. Mr. Wendle answered that it is \$83 million and with Spring Creek it is \$85.7 million. Mr. Wolfe noted that the current estimate is \$160 million. Mr. Hornung noted that the sewer rates will not accommodate those costs. Mr. Hornung questioned what does the Authority spend annually on I&I. Mr. Wolfe suggested that it is an average of \$10 million. He noted that there are four contracts in place at this time. Mr. Wendle explained that we are trying to spend the \$42 million that was borrowed for the Wet Weather Treatment Plant within the next five years. Mr. Wolfe noted that the 18-month construction projects are costing \$15 to \$18 million. Mr. Weaver noted that it works out to roughly \$10 million per year noting the total spending would be \$150 to \$160 million for the two basins over the next fifteen year period.

Mr. Hornung questioned what the hold up was with DEP with the Actiflow system. Mr. Wolfe answered that they didn't like it. Mr. Stine noted that it was not a secondary biological treatment. Mr. Weaver noted that DEP wants 85% removal. Mr. Wendle noted that we could get around that with the treatment plant.

Mr. Hornung noted that the Authority will spend \$160 million for replacement but he questioned what would happen if the Authority spent \$5 million fighting DEP and if we won. Mr. Crissman noted that it would be a gamble. Mr. Weaver suggested that there is really nothing

to fight. He noted that there is a sewage facilities act that has been around since 1960's. Mr. Wolfe noted that roughly 45% of the Beaver Creek basin and a large amount for the Paxton Creek basin are sanitary sewers that are 50 years old and failing. Mr. Weaver noted that there is a State law, Act 537 Plan that requires you have to have a sewer plant for your Township, and Chapter 94 states that you can't have an overload. He explained that the Authority is in an overload condition and it has been established. He noted that it is debatable in how you eliminate it and what we have done with meeting with the State is that they want free-flow conditions in the sewer system but we managed to get surcharge conditions to be permitted. Mr. Wolfe noted that we are not the only municipality in Pennsylvania going through this. He suggested that most urban and mid-60's and 70's development suburban communities are in this very same position doing exactly the same thing or getting to the point that they are going to do exactly the same things. Mr. Hornung questioned what percentage would that be, 50 or more. Mr. Wolfe answered of the communities in this condition; it would be all of them. He noted that we all need sanitary sewer facilities that don't spill sewage into the waters of the Commonwealth. Mr. Weaver noted that DEP is going after all the municipalities.

Mr. Wolfe noted that the West Hanover Township's of the world are not in that condition, but no municipalities are exempt from this process. We are all going through it.

Update on the recent flooding and the prohibition on connections in the Beaver Creek Drainage Basin

Mr. Weaver noted that this is related to the previous agenda item, and as a result of the flooding and because of the Second Consent Decree and the Settlement Agreement there is a provision for a prohibition of connections when the violator exceeds capacity for two consecutive months. He noted that he provided correspondence from Mr. Wendle to Mr. Alex Morrison who is on the Engineers Committee and the representation from the Swatara Township Authority (STA). He noted that when this occurs the Engineer's committee meets. He explained that the Borough of Hummelstown is represented by Justin Mendinsky from HRG. He noted that Mr. Wendle, Mr. Mendinsky, and Mr. Morrison were supposed to meet to discuss whether or not the Authority flows are under control before we are released from our ban for connections. He noted when Mr. Wendle spoke with Mr. Morrison, he suggested that the meeting not take place

because he agreed with Mr. Wendle's new intermunicipal agreement proposal that we would be in compliance when these amendments are adopted.

Mr. Wendle noted that they acknowledged that the Swatara Township Authority Treatment Plant should be substantially complete by the middle to the end of June. He noted once the plant is complete, it will be capable of handling the maximum monthly flow of 8.945 mgd which is two times the average. He noted that currently we are restricted to the annual average flow which is 3.795 mgd which is what we own as part of the 6.3 mgd capacity. He noted that they both acknowledged that it will have increased maximum month flow capacity and the Authority would be entitled to a share of that up to 5.4 mgd, which we did not exceed. He noted that they were basically in agreement that once the plant was substantially completed, that they would be able to prepare a letter by the Engineers Committee stating that the Authority did not exceed its share of the maximum month capacity for those two months and with respect to the maximum monthly flows we are under control.

Mr. Wendle noted that Mr. Morrison asked him to prepare the language and he provided a draft to him. He noted that solves the problem with Swatara Authority but it does not solve the overflow problems with DEP.

Mr. Weaver noted that he did not put a notice out to the building community in regards to the permits since the ban has occurred. He noted that he called the builders when they anticipated the ban since the Authority was over capacity for two consecutive months and we suggested to them that they apply for permits right away. He noted that they were very understanding and most noted that with the uncertainty of the sprinkler requirements for single-family housing, they were not in any rush to start new home construction. He noted that the economy has also slowed the housing market, and as a result there has been very little negative impact from the building community. He noted that it will take roughly three to four weeks to have the ban removed and have the Engineers Committee sign off on the letter.

#### Update on the Swatara Upgrade costs

Mr. Weaver noted that he received an email on May 19, 2011 from Jerry Miller providing an update for the final costs for the Swatara Township Authority Treatment Plant for the requirements for the Chesapeake Bay initiatives. He noted that they received a grant as well as the Township from the H2O funds, and it was thought that the project would come in under

budget and that the Authority would receive a refund of \$200,000. He noted that it appears that the Authority is going to receive a bill for an additional \$234,604. Mr. Seeds noted that their contract had numerous change orders. Mr. Weaver noted that he and Mr. Shannon attended the annual meeting and they stated that they did not anticipate many of the problems that occurred. He noted that most of it was in regards to excavation issues at the treatment plant, noting that they did not anticipate that they would have to excavate a lot of pipes and they did not know where the pipes were since they were installed in 1972. Mr. Shannon noted that there were contractor delays that resulted in other contractors filing significant claims. Mr. Hornung questioned why they had contractor delays. Mr. Shannon noted that they had a problem with the general contractor from the start. Mr. Weaver noted if they can't get the infrastructure into the ground, then the electricians and plumbers can't get in to do their work. Mr. Hornung questioned if they tried to back bill the other contractor for providing the delays. Mr. Weaver noted that the electrical contractor filed a claim, and they negotiated an amount for the delay.

Mr. Seeds questioned if any of the delays were due to DEP changes or mandates. Mr. Weaver answered that he did not think the actual designed changed, it was more construction issues. He noted that the Authority is in the hands of the STA. Mr. Shannon noted that the other big problem that they encountered was the record drawings for the "as build" from the original job didn't represent where things were located underground at all. He noted that it was designed it one place and then had to be moved to another location and this involved large pipes with fittings and bends.

#### Proposal from NAICIR to market the Authority Property in Commerce Park

Mr. Weaver noted that he received an email from Joe Bedard who contacted the Authority to ask if they are interested in selling the property located in Commerce Park. He noted this occurs many times, and since Mr. Wendle is working on the Beaver Creek CAP, and due to the political situation in Susquehanna Township where they have never agreed to use this site for storage, he suggested that it would be a good idea to bring it up for further discussion. He noted that he was looking for some feedback from the Board on this matter. Mr. Seeds questioned why we decided not to build at that location. Mr. Wendle explained that the Susquehanna Township Authority was for the plan, but during a public meeting there were a few Commissioners who did not like this, went to the newspaper and said it will never happen in

Susquehanna Township. Mr. Seeds questioned if those members are still on their Board. Mr. Wendle answered yes. Mr. Wolfe noted that is a yes and a no. Mr. Wendle explained that the other member will be coming back on the Board.

Mr. Hawk questioned if CIR would want a fee to sell the land. Mr. Wolfe explained that this discussion is for information only. He noted that every time the Commonwealth looks for office space they come to him about selling that land, and every year the offer goes no where. He noted that it is still a viable location for storage and Mr. Wendle suggested that we need to pursue it as a storage option with Susquehanna Township as opposed to selling it. He noted if the Township does build storage, then the I&I rehab costs would be reduced.

Mr. Seeds questioned if putting storage in that location would work. Mr. Wendle answered yes, noting that it is the best place for it since it keeps all the flows at the top and the Authority would not have to build pipes to get down below. He noted as part of Susquehanna Township's Act 537 Plan they acknowledged that storage is probably going to be required for them. He noted that the issue for them is the location. He noted that they do not want to put storage at that location and they want to find another place. Mr. Crissman questioned if anything has changed with Susquehanna Township since this issue was addressed earlier. Mr. Wolfe answered not really. Mr. Wendle suggested that it might be worth some conversation with their Board as opposed to their Authority. Mr. Seeds suggested that it is just one or two loud voices that are against the idea. Mr. Crissman questioned if there would be merit to having discussions with their Board of Commissioners. Mr. Wendle answered yes. He noted that both need storage and it could be done tastefully so that it would not be a problem for people.

Mr. Hawk questioned what Ms. Levin's big objection was to building storage at that location. Mr. Wendle noted that Frank Lynch also objected since it was near his district, and those people did not want storage at that location. Mr. Weaver noted that the challenge with this is that Susquehanna Township's Commissioners will change with the elections, and Mr. Wendle stated that we need storage and he recommended that the Board buy this property as it was the last lot in Commerce Park. He noted that it would be no benefit to experience the same problem we had in South Hanover Township with a Board that does not want the storage in that area. He noted that the current Board could approve the plan but 15 years from now that Board may not approve it. Mr. Wolfe noted that 15 years from now, if we still own the lot, it would still be the last undeveloped lot in Commerce Park and it would continue to have value.

Mr. Seeds noted that the realtor stated that it is not an ideal lot to sell since most of it is unusable due to the terrain, however it would work for storage. Mr. Weaver noted that it will be a challenge for staff and the engineer, and for the Board as how to proceed. Mr. Seeds noted that the land should not be sold as the price of land is not selling for what it should. Mr. Weaver noted that he would not recommend selling the land as we have to have a place for storage as it is requirement of the Second Consent Decree. He questioned if the Authority should look for a site in the Township or the City of Harrisburg that may be more amenable. He noted that he has not found a property owner that is agreeable, noting that the only other location is located across the street from Commerce Park and the property owners were not interested in selling the land. He noted that he had discussions with PENNDOT also. Mr. Seeds noted that it sounds like the realtor would only be interested in purchasing part of the land. Mr. Weaver explained that the people that lived below the Commerce Park area were against the storage facility, however, Mr. Wendle is saying that it is the best location for storage because the further downstream you locate the storage you may have to do more engineering and build larger pipes to get it there. He noted if it is moved upfront it would save Susquehanna and Lower Paxton Townships money since they would not have to build bigger infrastructures to get the sanitary sewer to the City of Harrisburg. He noted that there is limited space to put it and there will be political issues. Mr. Wolfe noted that the land is zoned correctly if their Authority participates, but if they do not participate it is not zoned to permit just Lower Paxton Township. He noted that their Authority could build the storage. Mr. Weaver noted that the zoning for Susquehanna Township permits their Authority to build it within the Township but no one else.

Mr. Hawk noted that it is important to follow-up with this and have some conversation with their Board of Commissioners. Mr. Weaver noted that he and Mr. Wendle could follow-up on this but he may need to look for other sites.

Mr. Seeds noted that the Board is not interested in selling this land.

#### Authority Accounts Balance

Mr. Weaver noted that there is no major activity to report in the account balances noting that there is a significant amount of money that is available. Mr. Wolfe noted that at the end of April, there were restricted PLIGIT Funds in the amount of \$38,714,000 and unrestricted funds on account in Commerce and Fulton Banks in the amount of \$8,634,000. He noted that the cash on hand amounts to roughly \$2.7 million.

Mr. Weaver noted that he received the final statement today from the Auditors. Mr. Wolfe noted that Zelenkofske Axelrod delivered the final audit but they took it back since they found a mistake. He noted that they will make a formal delivery to the Audit Committee in the near future. Mr. Wolfe noted that Allison Burke has been very communicative about getting the reports done and where she is in the process throughout the entire process. Mr. Crissman noted that they are keeping their word in the timing for the reports.

Mr. Weaver noted that some investments are not yielding great returns noting that the rates are still very low. Mr. Hornung questioned what is being done to improve this. Mr. Blain noted that there is not much that can be done at this time. He noted that the Board was smart to authorize depositing funds in PLIGIT to lock in the rates six months ago. He noted some of the funds are locked in at higher rates with Treasury bills. He explained that the rates for short term investments at .2% and they vary from .6% to 1% for all the other investments.

### **Engineer's Report**

Mr. Shannon noted that most of the items in his report have been discussed. He explained that he is working on the Annual Report that is due to DEP the end of June. He noted that Mr. Whittle was waiting for metering information from Mr. Brallier. He reported that there was several wet weather events in the past quarter that need to be taken into account.

Mr. Shannon noted that the SC1E and trunk line project permit applications will be submitted shortly, and it should be ready to go to bid in the fall. He noted that BC1A is substantially complete and appears to have eliminated some overflows and wet weather events. He noted in these extreme events there appears to have been some overflows at the Linglestown Road pump station and staff has been pulling manholes to determine the source of the I&I. He noted that it was a partial project and some sewers were not replaced in that area.

Mr. Shannon noted that PC2C/2B project that was the topic of previous meetings and is almost ready to be advertised for bid in the next two to four weeks.

Mr. Seeds noted that Hummelstown Borough Authority has put on hold the sale of the 100,000 gallons of capacity to the Authority due to the wet weather events. Mr. Weaver noted that there are some complicated issues with flow metering at the plant due to the upgrades and Hummelstown Authority is unsure if their flows are high or if there are metering issues due to the back up and what would occur when the bigger pumps are used. Mr. Seeds questioned if Hummelstown thinks they will have backups from the new plant. Mr. Weaver answered that

they do not think it will create backups, just high flows. He noted that they are not sure if it is the result of a backup from the system. Mr. Weaver noted that STA thinks there could be some metering issues and they may not have high flows. Mr. Seeds questioned if Hummelstown may still sell the capacity to the Authority. Mr. Weaver answered yes. He noted that Mr. Wendle highly recommends that the Authority purchase the capacity. He noted that we had 4.6 mgd and 4.8 mgd and these are really bad conditions. He noted that it is historical in the amount of rain that we have had in the recent past. He noted Mr. Wendle calculated that we are still under the peak flows that we are getting from STA of 5.3 mgd. Mr. Wendle noted that this is the new maximum month flow of 5.3 mgd and if you added another 100,000 gallons of capacity,, it would raise it to 5.4 and ½ mgd. He noted that you need to have some capacity for future growth. He noted that we are fine now, but if you are going to grow with developable land, you will need the future capacity for a maximum month basis. Mr. Seeds questioned if we paid the money to purchase the capacity. Mr. Weaver answered that we paid for STA's capacity that we bought. He noted that we will not know for a few months if we will be able to purchase the Hummelstown capacity.

Mr. Weaver noted that staff check on the manholes and found that the partial replacement in BC1A was not a total success. He noted that the pump station still overflows occasionally and it has high flows. He noted that staff needs to analyze the data to determine how much of a peak is remaining. He noted that it was partially successful unlike the Colonial Crest area where it appeared that it maybe be very successful. He noted that he still needs to review the flood data to see what it all means. He noted that there were two partial replacements done to save money and the preliminary results for BC1A do not look very good, but the Colonial Crest replacement does not look that bad.

Mr. Seeds questioned what the word eutrophic mean. Mr. Wendle answered that it is the condition when a thing runs out of oxygen.

### **Solicitor's Report**

Mr. Stine noted he had nothing to report.

Mr. Hawk noted that Mr. Pleasants' should have been present for the Public Comment section of the meeting. He acknowledged receipt of Mr. Pleasants' letter and noted that the Board only just read the letter. He noted that no consideration of a vote would be forthcoming

this evening since it should have been addressed under Public Comment. He requested Mr. Pleasants' to briefing highlight what his request is.

Mr. Richard Pleasants noted that he replaced the sewer and the Authority inspector was present when it was done. He noted that the existing sewer line was highly infiltrated with ground water and instead of going another four months without sanitary sewer service; he took it upon himself to replace the sanitary sewer. He noted that the Authority inspector inspected all three sections to include the last section that was completed today. He noted that he ran into some expense issues and he wants to be reimbursed for any funds he spent over what the Township would have paid Liberty Excavators to do the work. He noted that the cost basis is fairly minimal. He explained that he ran into other issues that he is covering including stockpiling the material excavated from the trench that is at issue with DEP.

Mr. Pleasants stated that Mr. Wolfe and Mr. Weaver discussed this issue during the past Authority meeting and Mr. Eric Epstein had weight in on it also. He suggested from that meeting, as was recorded in the meeting minutes, that there was an issue with DEP and that he meet with DEP's Kathy Horvath and her boss, Mr Kruger, on site. He explained that the material was stockpiled from the trenches and he will take care of it as per DEP requirements which are to have it tested and disposed. He noted that is his issue and but he needed the sanitary sewer line replaced and he did so. He hoped to bring this to conclusion based upon the original cost estimate.

Mr. Seeds questioned Mr. Weaver if he just received the letter today. Mr. Weaver answered yes. Mr. Seeds suggested that staff should review the letter and make a recommendation to the Board at its next meeting. Mr. Crissman questioned if Mr. Pleasants' is asking for reimbursement of \$12,826.80. Mr. Pleasants noted that he did not expect the Board to take action on his request at this time. Mr. Seeds noted that staff would need time to review everything in order to make a recommendation to the Board. Mr. Weaver noted that he would have to verify the quantities. Mr. Pleasants' noted that he would assume that to be the case. Mr. Seeds questioned if the sewer line is hooked up and working. Mr. Pleasants answered that it is correct. He noted that there was significant ground water running in the area, even in January. He noted with all the rain events from this spring it was very significant.

Mr. Seeds questioned Mr. Pleasants if Liberty Excavators is still leasing land from him. Mr. Pleasants answered, not anymore.

Mr. Pleasants noted when Liberty Excavators went to reconnect the sewer line it was like a fire house with all the water. He noted it was surveyed and a plat was drawn. He noted that the Authority only meets every quarter and that is why he brought his letter to the meeting. He noted that he ran into rock like what occurred at the Stabler Farmhouse. He noted that he used a jackhammer to get the rock out. He explained that it is old fractured shale and it can be removed by use of a jackhammer mounted on the back of a backhoe. Mr. Seeds questioned if there is a paving estimate on the bill. Mr. Pleasants noted that it was based upon Liberty's paving schedule. He noted that due to the roadway conditions on McIntosh Road, the traffic has slowed down considerably.

Mr. Hawk thanked Mr. Pleasants for his comments and noted that nothing would be done at this time since the Board members and Mr. Weaver only received the estimate this date.

### **Adjournment**

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Blain seconded the motion, and the meeting adjourned at 8:12 p.m.

Respectfully submitted,

Maureen A. Heberle  
Recording Secretary

Approved by:

Gary A. Crissman  
Authority Secretary