

Public Meeting Agenda
February 14, 2018 • 6:30pm
127 Girton Drive, Muncy, PA 17756



Call to Order By: _____ Time: _____

Pledge of Allegiance

Guests:

Public Comment:

Approval of Minutes

January 10, 2018 Motion: 1st _____ 2nd _____

November 8, 2017 Motion: 1st _____ 2nd _____

Approval of Bills /Treasurer's Report

Motion: 1st _____ 2nd _____

Old Business

Route 15 update

Opera House update

501C3 update

HR Consultants

New Business

Statement of Financial Interest

West Branch Council of Governments Agreement (attached)

Medical insurance during deployment

Capital Purchases:

Rovver Camera – A&H Equip. Inv.#: X03192 for \$5,934.58

Flow Meter for Turkey Run Pump Station for \$3,880.00

Computer upgrades

Adjourn : Time: _____ Motion: _____ Second: _____ Vote: _____

Next meeting: March 14, 2018

Meeting Minutes of January 10, 2018



The Public Meeting was called to order by Dave Eakin at 6:30pm.

Roll Call: Present: Dave Eakin, Ed Shrimp, Lynn Crist, Teri Snyder, Bill Ramsey, Chuck Leonard.

Absent: Dick Miller, Leon Liggitt

Pledge of Allegiance.

Introduction of New Members: None

Election of Officers: Motion to keep all board members in same positions and committees as in 2017 made by Teri Snyder. Second by Ed Crist. All were in favor. Motion passed.

Chairman: Dave Eakin

Vice Chairman: Edward Shrimp

Treasurer: Teri Snyder

Assistant Treasurer: Lynn Crist

Secretary: Bill Ramsey

Assistant Secretary: Richard Miller

Committees:

Finance Committee: Chairman, Chuck Leonard. Members: Teri Snyder and Ed Shrimp

Planning Committee: Chairman, Chuck Leonard. Members: Teri Snyder and Ed Shrimp

Personnel Committee: Chairman, Dave Eakin. Members: Leon Liggitt

Construction Committee: Chairman, Teri Snyder. Members: Dave Eakin and Lynn Crist.

Guests: Eric Moore, Executive Director; Tara Rall, WBRA Admin. Coordinator; Mike Collins, Esq., Solicitor for WBRA; Dave Walters, Larson Design, Paul and Wendy Gunns, Montgomery residents.

Public Comment: Montgomery Residents; Paul and Wendy Gunns, how live at the corner of Pinchtown and Houston Ave., addressed the board in regard to an issues with their grinder pump, which was installed pre-WBRA. Upon review of the property it appears that the previous owners were probably required to hook onto the sewer due to septic issues. As such, the manhole that ties to the force main had to be moved down Houston Ave to connect to the Gunn's lines. There may be blockages in the line now which is causing the grinder pump to not work properly. Blockage appears to be close to the intersection, however, with no cleanouts installed at the curb line there is no way to confirm. WBRA is able to install cleanouts at the curb line as early as tomorrow. WBRA would claim the line that is in the road and put in the clean out to have camera access of the pipe. **Motion** to install cleanouts made by Ed Shrimp. Second by Chuck Leonard. All were in favor. Motion passed.

Approval of Minutes: **Motion** to accept meeting minutes of December 13, 2017 made by Ed Shrimp. Second by Teri Snyder. All were in favor. Motion passed.

Approval of Bills /Treasurer's Report: **Motion** to accept Bills/Treasurer's Report made by Lynn Crist. Second by Ed Shrimp. All were in favor. Motion passed.

Old Business

Route 15 update: Preliminary designs are 90% completed. County did not receive the RCAP grant.

Opera House: Jeff Allen's position at DCED was let go this week due to budgetary issues. The County still wants to move forward on the revitalization project. There is a meeting scheduled for next week with the County to proceed with the project. UGI was at the Opera House this past week and located a tiny leak in the gas line. The leak was fixed and the valves were closed in the building and at the street.

501C3: STEP has volunteered to work with us. Eric Moore will be meeting with STEP next week to discuss STEP being a delegated fiscal sponsorship with WBRA as they are with PPL and UGI.

Disconnection issue: Current Authority Rules and Regulations state that if a structure is demolishes the sewer line is to be disconnected. Reconnection fees (tapping fees) are \$2,900. Eric would like to allow up to 2 years from the time of

demolition to new structure without accessing tapping fees, however, the customer would still be required to pay the \$55 monthly sewer fee during that renovation period.

New Business

Rate Resolution 2018-01: Motion made by Chuck Leonard to adopt Resolution 2018-01 in regard to WBRA 2018 rates. Second by Ed Shrimp. All were in favor. Motion passed.

With no further business to conduct, Motion made by Teri Snyder to adjourn the meeting at 7:20 pm. Second by Lynn Crist. All were in favor. Motion passed.

Certified as Approved Meeting Minutes of the WBRA: _____

Meeting Minutes of November 8, 2017



Present: Chuck Leonard, Bill Ramsey, Ed Shrimp, Lynn Crist
Absent: Dave Eakin, Teri Snyder, Leon Liggitt and Dick Miller.

November meeting canceled due to LACK OF QUORUM.

Next meeting is scheduled for December 13, 2017.

Certified as Approved Meeting Minutes of the WBRA: _____

DRAFT

WEST BRANCH COUCIL OF GOVERNMENTS

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, between certain municipalities located generally in southern and eastern Lycoming County for the purpose of forming the West Branch Council of Governments (hereinafter "COG").

Section 1. Definitions

- A. "COG" shall mean the West Branch Council of Governments.
- B. The member municipalities or municipalities shall mean the townships and boroughs who by resolution have agreed to become members of the COG pursuant to the terms of this Agreement.

Section 2. Purpose

The purposes of the COG shall include, but are not necessarily limited to, the following:

- A. To maintain, operate, own and lease, either in the capacity of lessor or lessee, facilities and equipment;
- B. To enter into joint bidding and purchasing arrangements;
- C. To enter into contracts on behalf of its member municipalities for projects as agreed upon by the member municipalities.

Section 3. Powers

The COG shall have and may exercise all powers necessary or convenient for the carrying out of the aforesaid purposes set forth in Section 2 above, including, but not limited to, the following:

- A. To have an existence perpetually from the date this Agreement is signed by the member municipalities.
- B. To sue and be sued, implead and be impleaded, complain and defend in all courts.
- C. To adopt, use and alter at will, a seal.
- D. To acquire, purchase, hold, lease as lessee and use any franchise, property, real, personal or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out its purposes, and to sell, lease as lessor, transfer and dispose of any property or interest therein at any time acquired by it.
- E. To acquire by purchase, lease or otherwise, and to construct, improve, maintain, repair, and operate projects.
- F. To make by-laws for the management and regulation of its affairs.
- G. To appoint officers, agents, professional technical advisors, and employees as required.
- H. To fix charges at reasonable and uniform rates for the purpose of providing for the payment of its expenses, and to fulfill the terms and provisions of any agreements made with its member municipalities, and to determine the services and improvements required to provide adequate, safe, and reasonable service.
- I. To make contracts and to execute all instruments necessary or convenient for the carrying on of its business.

- J. Without limitation of the foregoing to accept grants from any Federal agency, the Commonwealth of Pennsylvania, municipality, school district, corporation, or authority, upon approval of the participating municipalities.
- K. To pledge, hypothecate or otherwise encumber all or any of its revenues or receipts as security for all or any of its obligations upon prior unanimous approval by its member municipalities.
- L. To do all acts and things necessary or convenient for the promotion of its business and its general welfare, to carry out the powers granted to it by its member municipalities.

Section 4. Governing Body

- A. The powers of the COG shall be exercised by a governing body (herein called the "Board") consisting of one voting member and one alternate from each member municipality. Each voting member and alternate shall be a duly elected member of the municipality or an appointed representative. The governing bodies of each member municipality shall appoint the members of the board, whose terms shall commence on the date of appointment. One third of the members shall serve for one year, one third for two years, and one third for three years from the first Monday in January next succeeding the date of formation. Initial terms shall be determined by "lot" among the member municipalities.
- Thereafter, whenever a vacancy has occurred by reason of the

expiration of the term of any member, the said municipality shall appoint a member of the Board for a term of three years from the date of the expiration of the prior term to succeed the member whose term has expired.

- B. Members shall hold office until their successors have been appointed, and may succeed themselves, and, may seek reimbursement for actual expenses incurred. A member shall serve at the pleasure of the municipality that has appointed such member. If a vacancy shall occur by reason of the death, disqualification, resignation, or removal of a member, the municipality from which the member was appointed, shall appoint successor to fill the unexpired term.
- C. A majority of the members appointed by their municipalities present at any meeting shall constitute a quorum of the Board for the purpose of organizing the COG and conducting its business and for all other purposes. When a municipality's voting member is not present or able to vote, the alternate member from that municipality may vote in his/her place. The Board shall have full authority to manage its properties and its business and to prescribe, amend and repeal by-laws, rules, and regulations governing the manner in which its business may be conducted. The Board shall fix and determine the number of its officers, agents, and employees and their respective powers and duties and may appoint to such office or offices any

member of the Board with such powers and duties as the Board may deem proper. The treasurer shall give bond in such sums as may be fixed by the COG, which bond shall be subject to the approval of the Board and the premiums for which shall be paid by the COG.

- D. A majority of the members of the COG shall agree to the admission of any member municipality deemed outside of the generalized geographic boundaries of the COG previously described as the southern and eastern portions of Lycoming County.
- E. The COG shall appoint a legal advisor.

Section 5. Moneys

- A. All moneys of the COG, from whatever source derived, shall be paid to the treasurer of the COG.
- B. The initial entry fee for each municipality shall be \$250. There shall be an annual fee determined by majority vote of the membership at the annual organizational meeting.
- C. The COG's fiscal year shall be January 1 to December 31.
- D. The COG's shall annually submit to each member municipality on or before October 15th its budget for the upcoming fiscal year.
- E. Annually in December a majority of the COG's member municipalities shall approve the COG's budget for the upcoming fiscal year.
- F. Where moneys are to be provided directly to the COG by the member municipalities, these moneys shall be provided in equal shares by each member municipality.

G. After the COG's fiscal year ends on December 31, it shall file on or before July 1 an annual report of its fiscal affairs covering the preceding fiscal year with its member municipalities. At a minimum the COG shall have its books, accounts, and records audited by three nonofficer members of the Board. This internal audit team shall be appointed by a majority vote of the members of the Board. The COG may have its books, accounts, and records audited by a certified public accountant. A copy of the audit report either completed by the internal audit team or a certified public accountant shall be filed in the same manner and with the same time period as the aforesaid annual report. If the COG fails to make an audit, then the controller, auditors, or accountant designated by the municipalities, are hereby authorized and empowered from time to time to examine at the expense of the COG, the books, accounts, and records of the COG, including its receipts, disbursements, contracts, leases, investments, and any other matters relating to its finances, operation, and affairs.

Section 6. Award of Contracts

A. All contracts which would be required to be awarded to the lowest responsible bidder under either the Township Code or Borough Code shall be entered into with the lowest responsible bidder after public notice has been given asking for competitive bids.

No contract shall be entered into for construction, improvement, or repair of any project or portion thereof, unless the contractor shall give an undertaking with a sufficient surety or sureties approved by it, and in an amount fixed by it, for the faithful performance of the contract. All contracts shall provide among other things that the person or corporation entering into this contract will pay for all materials furnished and services rendered for the performance of the contract, and that any person or corporation was named therein, provided the action is brought within one year after the time the cause of action accrued. This shall not be construed to limit its powers to construct, repair, or improve any project or portion thereof, or any addition, betterment, or extension thereto, directly by its officers, agents, and employees, or otherwise than by contract.

The COG shall have the right to reject any and all bids or select a single item from any bid. The provisions as to bidding shall not apply to the purchase of patented and manufactured products offered for sale in a noncompetitive market or solely by a manufacturer's authorized dealer. The provisions as to bidding shall not apply to any type of contract specifically exempt by both the Township Code and Borough Code.

- B. Every contract for the construction, reconstruction, repair, improvement, or maintenance of public works shall contain a provision that any steel products used or supplied in the performance of the contract or any subcontracts thereunder shall be from steel made in the United States.

Section 7. Withdrawal

A member municipality may withdraw upon a vote of its governing body and by notice thereof in writing to the other member municipalities. All assets shall remain the property of the COG and any individual municipal liability will be assessed against the withdrawing municipality.

Section 8. Termination

Upon withdrawal of all members of the COG or upon agreement of the remaining members of the COG the COG shall terminate. The assets and liabilities shall be distributed equally among the remaining member municipalities after an audit pursuant to Section 4 has been completed.

Section 9. Exemption from Taxation

The COG shall have the same exemption from taxation as its members municipalities.

Section 10. Initial Start-Up

Within ninety (90) days from the date this Agreement is signed by the member municipalities, the COG shall prepare and submit to the member municipalities its bylaws setting forth its meeting dates and its proposed 2000 budget.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals.

ATTEST:

MUNICIPALITY: _____

By: _____
Secretary

By: _____
Chairman/President