

Cumberland-Franklin Joint Municipal Authority

(March 13, 2008)

- Chairman Steve Oldt called the meeting of the Cumberland-Franklin Joint Municipal Authority to order in the office of C.F.J.M.A. at 6:02 p.m. A moment of silent meditation and the pledge to the flag followed.
- Those present were:

Dwain Koser	Dale Heberlig, Sentinel	Jim Robinson, Solicitor
Tom Ginnick	Fred E. Clapsaddle, Jr.	Charles Heckman
Lisa Suders	Jerome Kater	Steve Oldt
Lance Kegerreis	Angelique Rininger	George Bauserman
Richard Perry	Randall Kendig	
- The minutes for the February 14, 2008 meeting were approved, as presented, on a motion given by Mr. Kater and seconded by Mr. Bauserman. Motion carried.
- There were no Public Comments at this meeting.
- There was no Correspondence.
- The Treasurer's Report was approved, as submitted, on a motion given by Clapsaddle and seconded by Mr. Heckman. Motion carried.
- Under the Solicitor's Report, Jim Robinson informed the board that he had received two signed deeds of easement from people in Letterkenny Township and he handed them over to Lance. He said that he had also had several calls from people out in that area with questions concerning the project. He admitted that they all sounded pretty positive about it. He asked Lance when the authority is hoping to be able to take the first real substantive steps as far as putting the system in. Lance replied:
 1. Hopefully have the project open for bids by March 21st.
 2. Give them around 45 days to study the project and prepare bids
 3. Tentative bid opening on or around May 1, 2008
 4. Dirt could be moved by end of June 2008 – allowing about 60 days from bid opening

Jim asked if the project would start at one end and go to the other. Lance explained that it would start at Orrstown and work towards Pleasant Hall and then on to Upper Strasburg.

Jim said that he returned a call to Jeff Hawkins, who was real concerned because "he had lost track of what was happening in regards to the existing contract between CFJMA and Shippensburg University." He reminded Mr. Hawkins that they had spoken concerning this back in September 2007 and "a 90 day

notice is required, otherwise the contract renews automatically on an annual basis as of the first of the year. And from our perspective, that is what happened. They are still pushing for some kind of a 3-party agreement between the university, the borough and us.” He said that the ball is in their court and he is expecting to hear from them in the next couple of weeks.

Our attorney received “a letter and documents from Salzman and Hughes with regards to the BPG properties. There is a sewer easement from Mercy Place Ministries to CFJMA. There is a temporary construction agreement between Mercy Place Ministries and CFJMA. In the cover letter it is stuff that CFJMA is supposed to already know about, just formalizing things, and I’m finding that CFJMA knows absolutely nothing about it.” He will get with Dwain on this situation. Chairman Oldt inquired, “they’re not asking us to put anything in; they’re going to do it all themselves?” Jim responded that there was a problem because the way he was reading it, “CFJMA is supposed to install or arrange for the installment of the laterals.” He said that he just received this information and is just getting started.

He told the board that Lisa faxed up the agreements for payment of the BNR project that we received; signed by the Borough of Shippensburg. He said that it was the agreement that he had been faxed last month and he had already had a chance to review it. And, from the legal perspective, “everything was fine.”

Mr. Ginnick asked; “where do we stand with the situation with the trailer park (Shippensburg Mobile Estates) and CFJMA?” Jim said that the last thing he was told by their attorney is that they would give CFJMA an easement to grant them authority to follow the lines to gain access to the sewer lines, as long as that easement isn’t used to extend the lines.” He said that we weren’t going to do that. “Effectively, what we’re going to end up having to do is start the powers that CFJMA has to actually enact the line.” Ginnick asked; “is CFJMA not allowing Deerfield to connect to some of their model homes.” Dwain responded that “they can and the line that is in there now will support those homes and a lot more, but they don’t have some of their mains passed and inspected. So, it is correct that I will not let them run any hook-ups, lines or anything until all the mains passes, past that building.” He said that they are looking to do so in about two weeks. Jim said that he already only mentioned “eminent domain.” He hasn’t sent anything in writing yet that says that “as long as those lines are connected to our system, we’ve got the right to enact them and we will through eminent domain if you don’t cooperate.” Dwain mentioned that the board needed to be aware that a portion of the line running through the trailer park is under some of the existing trailers. He said that there is about 300 ft. of their (the park’s) sewer line that we could reroute. The board was reminded that there was an agreement between Brimdon Hills (later purchased by Deerfield) and

Shippensburg Mobile Estates giving them the power and authority to make the needed change to the line for the development. But, it had to be executed by a certain date back in December. When Deerfield purchased the project off of Brimdon Hills, part of their agreement was that Brimdon Hills would still be responsible to make the line as it is needed, going from Shippensburg Mobile Estates to the development. They wanted to begin the work, but all the necessary permits weren't in tact. Now, the mobile home park wants to charge Deerfield an exorbitant fee to do what they need to. Our involvement began by the attorney from Deerfield inquiring if, in fact, the lines in the park had been deeded to CFJMA. At this point paperwork shows intention of that, but no formal document can be found. After lengthy discussion, Mr. Ginnick motioned to "give the solicitor the directive to start the process of eminent domain, contingent on Dwain and Lance identifying the area in which the lines can be moved." Mr. Heckman seconded the motion and it carried. Attorney Robinson then asked the question; "After we do all the work and the line is in, is Deerfield the only thing that is going to be connected at the other end or is it going to be used for other homes or establishments?" Mr. Oldt responded that there is more land out that way and future possible development. Therefore we would not be using our power with eminent domain for the sole purpose of benefiting one other private individual.

Chairman Oldt requested that, in the future, the agenda include a time designated for a "Manager's Report" following the "Solicitor's Report".

- Chairman Oldt mentioned that, as of right now, the authority is paying on the property of the old Witter Farm, but nothing has been done with it. He recommended that "Dwain start working on getting with the solicitor and carve out what land we need, and talk about subdividing that property, and look at the options of subdividing off the house and some of the other stuff and selling it, and keeping what we want and looking at any other options of people interested in purchasing something out there."
- Under Old Business, Lance presented the option of a last minute change to the Letterkenny Sewer system design, whereas each dwelling would receive a grinder pump instead of a septic tank effluent pump. According to Lance, three years ago when they were in the initial stage of planning for this system, grinder pumps were the best suited for this project, but very expensive. At that time it was more cost effective to go with the septic tank effluent pumps. He discussed the monetary savings, simply dealing with the purchase of the pumps, which would be incurred if the change was accepted. (see attached) It was also mentioned that there would be no pumping and hauling expense for the authority in the future. Property owner tank easements won't need to be changed because they didn't specify a specific location where the tank would be placed. Mr. Kater motioned "to do a change order from the standard system to a grinder

system as recommended by Lance, our engineer.” Mr. Clapsaddle seconded the motion and it carried. Lance informed the board that he estimates an engineering fee of between \$20,000.00 and \$30,000.00 for the alteration.

- Under New Business, the payment agreement for the BNR Project with CFJMA and the Borough of Shippensburg was presented and discussed. Dwain informed the board that Lisa had a letter to send informing Lance Bryson at Shippensburg University that the University will be paying 9.09% of our payment cost. Motion to approve the presented agreement was given by Mr. Ginnick and seconded by Mr. Clapsaddle. Motion carried.
- Board members were getting ready to call for an executive session and Dale Heberlig, reporter for Shippensburg Sentinel, inquired whether or not he could ask a few questions before leaving the meeting. The answers to his questions can be summed up as follow:
 1. In regards to the situation with Deerfield and Shippensburg Mobile Estates; the authority has been operating all of these years with the understanding that the lines within the park were ours.
 2. The construction route for the Letterkenny system will start by going out Rt. 533 towards Pleasant Hall; and then proceed to Upper Strasburg.
 3. It is a low-pressure system and the distance of the system is 12 miles.
- Motion to go into executive session at 7:13 p.m. to discuss contractual and personnel issues was given by Mr. Kater and seconded by Mr. Clapsaddle. Motion carried.
- Motion to come out of executive session was given at 7:42 p.m. by Mr. Clapsaddle and seconded by Mr. Heckman. Motion carried.
- Mr. Clapsaddle motioned “to approve new changes in the new employee policy for long-term disability and life insurance.” Mr. Kater seconded the motion and it carried.
- Mr. Clapsaddle motioned to approve a maintenance contract with H.R. Webber & Associates. Mr. Ginnick seconded the motion and it carried.
- Motion to adjourn the meeting at 7:52 p.m. was given by Mr. Clapsaddle and seconded by Mr. Heckman. Motion carried.

Respectfully submitted,

Fred Clapsaddle, Jr.
Secretary