

ANNVILLE TOWNSHIP AUTHORITY
AGENDA
November 26, 2019

Announced Visitor(s): Erica Koser, McNees Wallace & Nurick LLC

1. Call to Order -- 5:30 PM
2. Recognition of Visitors and Opportunity for Public Comment
 - Ms. Koser – TEFRA Hearing for Township Authority Acting as a Conduit for Tax-Exempt Financing
3. Proposed Resolution No. 20191126-1 – Acting as a Conduit for Tax-Exempt Financing for Lebanon Valley College
4. Minutes
5. Financial Reports
6. Accounts Payable
7. Superintendent's Report
 - Surcharges
 - Dewatering Equipment and Building Project
8. Solicitor's Report
9. Engineer's Report
10. Municipal Separate Storm Sewer System (MS4) Report
11. Clerk's Report
 - Delinquent Report
 - December Meeting Reminder
 - Anticipated Vacancies on the Authority
12. Adjournment

**MINUTES OF THE ANNVILLE
TOWNSHIP AUTHORITY
November 26, 2019**

The November Regular Monthly Meeting of the Annville Township Authority was held starting at 5:30 PM on November 26, 2019 in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Anthony Perrotto, Chairperson; Hugh Rooney, Vice Chairperson; Barry Ludwig, Secretary; Anthony Deaven, Treasurer; and David Myers, Assistant Secretary/Assistant Treasurer. Also in attendance were Nicholas T. Yingst, Township Administrator and Authority Clerk; Joseph Viozzi, Public Works Department; Corey Lamoureux, Esq., Township Solicitor; Shawn Curtin, Lebanon Valley College (LVC) Vice President of Finance and Administration; Erica Koser, McNees Wallace & Nurick LLC; and Pablo Beltran, Jack Branowski, Dave Brown, Dustin Haberstumpe, Kody Kegarise, Eunice Simpson, and Grace Weaver, LVC students.

Chairperson Perrotto called the meeting to order and led those present in the Pledge of Allegiance to the flag of the United States of America.

RECOGNITION OF VISITORS AND OPPORTUNITY FOR PUBLIC COMMENT:

Chairperson Perrotto indicated Ms. Koser was listed on the agenda and was present and, noting it was the appointed time for the Tax Equity and Fiscal Responsibility Act (TEFRA) hearing, asked Ms. Koser to address the Authority.

TEFRA Hearing for Township Authority Acting as a Conduit for Tax-Exempt Financing:

Ms. Koser addressed the Authority and reported that, in accordance with the law, a TEFRA Hearing had been scheduled and publicly advertised for 5:30 PM regarding the Township Authority acting as a conduit for tax-exempt financing for borrowing being done by LVC and said hearing was now underway. She noted McNees Wallace was serving as bond counsel for financing in the amount of \$42,000,000 that was being sought by the college for refinancing previously-issued notes and bonds. Ms. Koser then presented and explained a proposed resolution for the Authority's consideration if it should wish to act as a tax-exempt conduit for LVC's financing, noting that in addition to the Authority's approval the approval of the Annville Township Board of Commissioners would be needed. She provided an opportunity for comments or questions and none were noted. With no further discussion noted, **MOTION** by Chairperson Perrotto, second by Mr. Ludwig to close the TEFRA Hearing. Motion carried unanimously and the TEFRA Hearing was closed and the Regular Meeting was resumed at 5:32 PM.

RESOLUTION NO. 20191126-1 – ACTING AS A CONDUIT FOR TAX-EXEMPT FINANCING FOR LVC:

Proposed Resolution No. 20191126-1, approving the Authority acting as a conduit for tax-exempt financing for LVC, was presented to the Authority for its consideration, and Mr. Lamoureux reported he had reviewed it and had no concerns with the Authority acting on same. **MOTION** by Mr. Ludwig, second by Mr. Deaven to adopt Resolution 20191126-1 as presented and to authorize the Authority, through the execution of necessary documents by its officers, to act as a conduit for tax-exempt financing for LVC in accordance with the adopted resolution and subject to the approval of the Board of Commissioners. Motion carried unanimously and a copy of this resolution is attached hereto and made a part of these minutes. Mr. Curtin and Ms. Koser then left the Regular Meeting at 5:34 PM.

Chairperson Perrotto provided an opportunity for public comment and no comments were noted.

ANNVILLE TOWNSHIP AUTHORITY

RESOLUTION

Adopted: November 26, 2019

APPROVING THE UNDERTAKING BY THIS AUTHORITY OF A CERTAIN PROJECT REFERRED TO HEREIN FOR THE BENEFIT OF LEBANON VALLEY COLLEGE (THE "COLLEGE"); AUTHORIZING AND DIRECTING THE ISSUANCE OF ITS COLLEGE REVENUE BOND (THE "2019 BOND") TO FINANCE SUCH PROJECT; APPROVING THE FORM OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF A BOND AND LOAN AGREEMENT AMONG THIS AUTHORITY, THE COLLEGE AND FULTON BANK, N.A. (THE "BANK"); APPROVING THE FORM OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF, THE AUTHORITY'S ASSIGNMENT TO THE BANK OF SAID BOND AND LOAN AGREEMENT; SETTING FORTH THE SECURITY FOR THE 2019 BOND; APPROVING THE FORM OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF, THE 2019 BOND; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS OF THE 2019 BOND; AUTHORIZING INCIDENTAL ACTION; AND RESCINDING INCONSISTENT RESOLUTIONS.

WHEREAS, the Annville Township Authority (the "**Authority**") is a body corporate and politic organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. Cons. Stat. §§5601-5623, as amended (the "**Act**"); and

WHEREAS, Lebanon Valley College (the "**College**"), has represented to the Authority that it is a Pennsylvania nonprofit corporation and an organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), is an eligible educational institution as defined in the Act and is not a theological seminary or school of theology or a sectarian and denominational institution; and

WHEREAS, the Authority has previously issued, for the benefit of the College: (i) its College Revenue Note (Lebanon Valley College Project), Series A of 2004, as amended (the "**2004A Note**"); (ii) its College Revenue Note (Lebanon Valley College Project), Series of 2007, as amended (the "**2007 Note**"); (iii) its College Revenue Note (Lebanon Valley College Project), Series of 2008, as amended (the "**2008 Note**"); (iv) its College Revenue Note (Lebanon Valley College Project), Series of 2009, as amended (the "**2009 Note**"); (v) its College Revenue Note (Lebanon Valley College Project), Series of 2010, as amended (the "**2010 Note**"); (vi) its College Revenue Note (Lebanon Valley College Project), Series of 2013 (the "**2013 Note**"); (vii) its College Revenue Bond (Lebanon Valley College Project), Series A of 2016 (the "**2016A Bond**"); and (viii) its College Revenue Bond (Lebanon Valley College Project), Series B of 2016

(the “**2016B Bond**”, and together with the 2004A Note, the 2007 Note, the 2008 Note, the 2009 Note, the 2010 Note, the 2013 Note, and the 2016A Bond, the “**College Obligations**”); and

WHEREAS, the College has requested the Authority to assist in the financing of a project for the College (the “**Project**”), consisting of (i) the current refunding of the outstanding College Obligations; (ii) the termination of one or more interest rate swaps entered into by the College in connection with certain of the College Obligations, and the payment of any related termination payments due in connection therewith; and (iii) the payment of all or a portion of the costs and expenses related to the issuance of the 2019 Bond (hereafter defined); and

WHEREAS, the College has presented to the Authority a plan of financing for the Project (the “**Plan of Finance**”) that contemplates the issuance by the Authority of one or more series of its tax-exempt bonds, payable solely and exclusively from the income and revenues derived by the Authority from its financing of the Project, in the maximum aggregate principal amount of \$42,000,000 (the “**2019 Bond**”) and the lending of the proceeds of the 2019 Bond by the Authority to the College for use by the College for financing the Project, and without recourse for payment of the same against any other moneys, accounts, rights, or other assets of the Authority or against any officer, board member, employee, or agent, past, present or future of the Authority; and

WHEREAS, all costs of the Project not financed by the issuance of the 2019 Bond shall be funded by the College with other moneys or sources of financing available to the College for such purpose, without recourse for payment of the same against the Authority or any officer, board member, employee, or agent, past, present or future, or against any other moneys, accounts, rights or other assets of the Authority; and

WHEREAS, the College has requested the Authority to approve the Plan of Finance for the Project and to agree to finance the Project through the issuance of its 2019 Bond in a maximum principal amount not exceeding \$42,000,000 and to lend the proceeds of such 2019 Bond to the College; and

WHEREAS, the Authority intends to finance the Project by the issuance under the Act of the 2019 Bond payable solely and exclusively from the income and revenues derived by the Authority from its financing of the Project; and

WHEREAS, Fulton Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the “**Bank**”), has heretofore issued to the College its term sheet, dated November 4, 2019 (the “**Term Sheet**”), to purchase the 2019 Bond, a copy of which shall be a part of the Authority’s records; and

WHEREAS, in connection with the Project, the Authority will enter into a Bond and Loan Agreement (the “**Loan Agreement**”) between the Authority, the Bank and the College, pursuant to which the Bank will purchase from the Authority, and the Authority will issue and sell to the Bank, its 2019 Bond and the Authority will, in turn, loan the proceeds of the 2019 Bond to the College to pay the costs of the Project; and

WHEREAS, pursuant to the Loan Agreement, the College will make periodic loan payments to the Authority in amounts sufficient to pay, *inter alia*, the debt service on the 2019 Bond; and

WHEREAS, as security for the payment of the principal of, and interest on, the 2019 Bond, the Authority will assign to the Bank all of its right, title and interest in and to the Loan Agreement and all amounts payable thereunder (with certain exclusions as set forth in the Loan Agreement) pursuant to a certain assignment (the “Assignment”) between the Authority and the Bank; and

WHEREAS, as security for the repayment of the loan and its other obligations under the Loan Agreement, the College shall execute and deliver to the Bank such security documents as the Bank may require; and

WHEREAS, it will be necessary for the College and the Authority (with or without the Bank) to enter into certain agreements and undertakings relative to the tax-exempt status of the 2019 Bond pursuant to certain tax certificates and agreements (the “Tax Agreements”); and

WHEREAS, in connection with the foregoing, certain action is required to be taken by the Authority as a prerequisite to the issuance of the 2019 Bond.

NOW THEREFORE, the ANNVILLE TOWNSHIP AUTHORITY hereby adopts the foregoing Recitals and RESOLVES as follows:

Section 1. Authorizing Issuance of 2019 Bond. The Authority hereby approves the undertaking of the Project and, for the purposes of providing funds for the Project as hereinabove described, the Authority hereby authorizes and directs the issuance of the 2019 Bond, in the aggregate principal amount not to exceed \$42,000,000 pursuant to the provisions of the Act and subject to the conditions hereinafter set forth. The 2019 Bond shall be issued in fully registered typewritten form.

Section 2. TEFRA Hearing. The Authority acknowledges and affirms that a TEFRA hearing was held on November 26, 2019, on its behalf in connection with Project and the Authority’s issuance of the 2019 Bond. The proper officers of the Authority are hereby authorized and directed to take any and all other actions as may be necessary to qualify the interest on the 2019 Bond for exclusion from net income of the holder thereof under the Internal Revenue Code of 1986, as amended, and under state law.

Section 3. Acknowledgement and Acceptance of Term Sheet. The Term Sheet as presented to this meeting (a copy of which shall be filed with the records of the Authority) is hereby acknowledged and accepted by the Authority. The Authority authorizes and directs that the 2019 Bond be issued and sold to the Bank upon the terms and conditions set forth in the Term Sheet and the Loan Agreement, as fully executed, and shall be delivered to the Bank, upon execution thereof, against receipt of the full purchase price plus accrued interest, if any, and the performance of all other conditions of the Term Sheet and the Loan Agreement, as fully executed relating to the 2019 Bond.

Section 4. Approval of Loan Agreement; Assignment. The form, terms and conditions of the Loan Agreement, in the form as acceptable to the proper officers of this Authority with the advice of the Authority's Solicitor and McNees Wallace & Nurick LLC, bond counsel for the 2019 Bond ("Bond Counsel") (a copy of which shall be filed with the records of the Authority), are hereby approved. The Chairman or Vice Chairman of the Authority is hereby authorized and directed to execute and deliver the Loan Agreement in such form, subject to such changes and modifications, if any, as may be approved by the Chairman or Vice Chairman with the advice of the Authority's Solicitor and Bond Counsel, the execution of the Loan Agreement to be conclusive evidence of such approval, and the Secretary or Assistant Secretary is hereby authorized and directed to affix thereto the corporate seal of the Authority and to attest the same. The Loan Agreement shall thereupon be assigned to the Bank, and all payments, which under the terms of the Loan Agreement are to be made to the Authority as described in the Loan Agreement, will thereby be assigned, transferred, pledged and set over unto the Bank for the purposes and under the provisions of the Loan Agreement. The form of such Assignment is hereby approved and the Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Authority be and they are hereby authorized and directed to execute and deliver such Assignment on behalf of the Authority.

Section 5. Security for 2019 Bond; Limited Obligation. The 2019 Bond shall be secured pursuant to the Loan Agreement. Under the terms of the Loan Agreement, the loan payments due from the College to the Authority are pledged for the payment of the principal of, and interest on, the 2019 Bond.

The 2019 Bond shall not in any manner pledge the credit or taxing power of the United States of America, or the Commonwealth of Pennsylvania (the "**Commonwealth**"), or of any political subdivision thereof (including the County of Lebanon and the Township of Annville), nor shall it be deemed to be an obligation of the United States of America, or the Commonwealth or any political subdivision thereof (including the County of Lebanon and the Township of Annville) nor shall said United States nor Commonwealth nor any political subdivision thereof (including the County of Lebanon and the Township of Annville) be liable for the payment of the principal or redemption price of and purchase price, and interest on, the 2019 Bond, but it shall be a limited obligation of the Authority payable solely from the property and moneys pledged therefor as set forth in the Loan Agreement. No recourse shall be had for the payment of principal, the redemption price, purchase price or interest on the 2019 Bond or for any other claim based on the 2019 Bond, or Loan Agreement against the Authority or any successor body, against any officer, board member, employee or agent of the Authority, past, present or future, or against any other monies, accounts, rights or other assets which the Authority may possess. The liability and undertaking of the Authority contemplated by this Resolution shall be strictly limited as provided by the Act.

Section 6. Terms of 2019 Bond, Execution, Authentication and Delivery Thereof. The 2019 Bond shall initially be dated the date of their issuance and delivery, and shall bear interest, be payable in installments, mature and be subject to prepayment, all as set forth in the Loan Agreement, as executed, and shall be in fully registered typewritten form in the maximum aggregate principal amount of \$42,000,000.

Payment of the principal of, and interest on, the 2019 Bond shall be made to the registered owner thereof in the manner and at the times set forth therein.

The 2019 Bond shall be executed by the manual or facsimile signature of the Chairman or Vice Chairman of the Authority and shall have the corporate seal or a facsimile thereof affixed thereto, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Authority and such officers are hereby authorized and directed to execute, or cause to be executed, the 2019 Bond in such manner and to deliver the same in accordance with the provisions of the Loan Agreement.

Section 7. Disposition of Bond Proceeds. The Authority, upon receipt of the net proceeds of the 2019 Bond, and upon receipt of directions from the College, shall cause the net proceeds of the 2019 Bond to be deposited, consistent with the directions of the College, with the Bank. Following receipt of the net proceeds of the 2019 Bond and the deposit of those net proceeds with the Bank, consistent with the directions of the College, neither the Authority nor any officer, board member, employee, or agent, past, present or future, of the Authority, shall have any liability to the College for the receipt of the net proceeds of the 2019 Bond, or for the deposit of those net proceeds, so long as occurring consistent with the directions of the College, or for the investment or disbursement of these funds. Further, the College agrees to indemnify and hold the Authority and any officer, board member, employee and agent, past, present or future, of the Authority, harmless from any claim, demand, liability or litigation of any type, including any damages, including attorneys' fees, arising out of the investment or disbursement of these funds.

Section 8. Liability of the Authority. No covenant, stipulation, obligation or agreement contained in this Resolution, the Loan Agreement, the 2019 Bond, or other related and appropriate documents shall be deemed to be a covenant, stipulation, obligation or agreement of any past, present or future member, officer, agent or employee of the Authority in his or her individual capacity and neither the members of the Authority nor any officer executing the 2019 Bond shall be liable personally on the 2019 Bond, or be subject to any personal liability or accountability by reason of the issuance of the 2019 Bond.

Section 9. Authorizing Incidental Action. The proper officers of the Authority are hereby authorized, empowered and directed on behalf of the Authority to execute any and all papers and documents, including but not limited to appropriate financing statements, Tax Agreements, closing certificates, assignments, and other appropriate security documents, and all other documents, and to do or cause to be done any and all acts and things necessary or proper for the execution or carrying out of the purposes of this Resolution, and in connection with the execution of the Loan Agreement, and the issuance, sale and delivery to the Bank of the 2019 Bond.

Section 10. Appointment of Bond Counsel. This Authority hereby confirms its appointment of the firm of McNees Wallace & Nurick LLC, Harrisburg, Pennsylvania, to serve as Bond Counsel for the 2019 Bond, and hereby acknowledges and consents to such firm's representation of the College, as well, in connection with the Project and the 2019 Bond.

Section 11. Payment of Fees and Expenses. The Authority understands that all fees and expenses in connection with the Project and the issuance of the 2019 Bond shall be paid by the College.

Section 12. Approval by Commissioners. The authorizations contained in this Resolution are subject, further, to the adoption by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, of an appropriate resolution, in form and substance acceptable to the Authority's Solicitor and Bond Counsel, as to said elected officials' approval of the issuance of the 2019 Bond in compliance with certain provisions of the Code, to the extent such items have not been previously obtained.

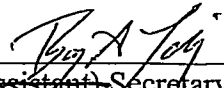
Section 13. Rescinding Inconsistent Resolutions. All prior resolutions or parts thereof inconsistent herewith are hereby rescinded, canceled and annulled.

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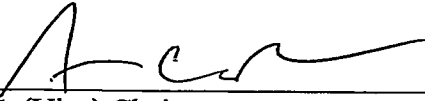
DULY RESOLVED this 26th day of November, 2019, by the Board of the Authority in lawful session duly assembled.

ANNVILLE TOWNSHIP AUTHORITY

Attest:


(Assistant) Secretary

By:


(Vice) Chairman

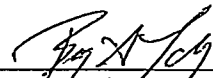
[AUTHORITY SEAL]

I, the undersigned, (Assistant) Secretary of the Authority, certify that: the foregoing is a true and correct copy of a resolution of the Authority which was duly adopted by affirmative vote of a majority of the members of the Authority present at a meeting duly held on the 26th day of November, 2019, and such resolution remains in effect, unaltered and unamended, as of the date hereof.

I further certify that the Authority met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 *et seq.*, by advertising the date of said meeting, by posting prominently a notice of said meeting at the principal office of the Authority or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting prior to adopting such resolution.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Authority this 26th day of November, 2019.

[AUTHORITY SEAL]



(Assistant) Secretary

MINUTES: MOTION by Mr. Rooney, second by Mr. Myers to approve the minutes of the Regular Meeting held October 22, 2019 as presented. Motion carried by a vote of four to zero with Chairperson Perrotto, Mr. Rooney, Mr. Deaven, and Mr. Myers voting in favor of the motion and Mr. Ludwig abstaining.

FINANCIAL REPORTS: The Authority reviewed the income statements and balance sheets for the Sewer Fund, Sewer Capital Fund, and MS4 Fund for the period ending October 31, 2019. Per a question from Chairperson Perrotto, Mr. Yingst indicated that, in accordance with the 2019 year-end projections for the Sewer Fund discussed during the 2020 budget preparations, he was still anticipating a \$200,000 2019 year-end transfer from the Sewer Fund to the Sewer Capital Fund.

ACCOUNTS PAYABLE: The Accounts Payable list for November 2019 was reviewed, with Mr. Yingst providing detailed information on several high-cost expenditures. Mr. Deaven asked if the increased costs for methanol and ferrous sulfate were due to more usage. Mr. Viozzi indicated this was partially the case—and contributed to the generation of nutrient credits the Authority was able to sell—and Mr. Yingst noted the unit costs for these chemicals had also increased. Chairperson Perrotto inquired about Check No. 12559 to Minco in the amount of \$540.76 and Mr. Viozzi indicated this pertained to hose assembly parts for unloading trucks. **MOTION** by Mr. Myers, second by Mr. Deaven that the list of vendors to be paid (Cash Disbursements Journal) for the Sewer Fund, Sewer Capital Fund, and MS4 Fund, which list is filed with other Authority records, be approved by the Authority for submission to the Board of Commissioners for payment. Motion carried unanimously.

SUPERINTENDENT'S REPORT: Mr. Viozzi reported that the Wastewater Treatment Plant (WWTP) is operating well. He began by reviewing the Monthly Report, noting that the biosolids storage tanks had been emptied. A question was raised regarding the reported nitrogen nutrient loading amount and percentage and Mr. Viozzi indicated he would investigate this further and get back to the Authority with an answer. The Status of Pending Projects Report was then reviewed, a copy of which is attached hereto and made a part of these minutes, and the following items were discussed in detail:

Surcharges: The Authority reviewed the results of the latest samplings for the American Legion, Annville-Cleona High School, and Kindred Place. Mr. Yingst reported that copies of these sampling results were mailed to these entities earlier in the month and based upon these results surcharges would be assessed to their December 1, 2019 sewer bills, with the exception of the American Legion, which did not exceed any of the Township limitations.

Dewatering Equipment and Building Project: Mr. Viozzi provided an overview of the status of this project and the Authority was then informed of the following items:

Engineering Work by Gannett Fleming: The Authority reviewed an update provided by Nicholas Sahd of Gannett Fleming of his firm's engineering activities over the past month for the dewatering project and elsewhere for the Authority, a copy of which is attached hereto and made a part of these minutes.

ANNVILLE TWP. WASTEWATER TREATMENT PLANT

STATUS OF PENDING PROJECTS

November 21, 2019

- (1) **SURCHARGES** Results attached for American Legion, ACHS, Kindred Place
- (2) **HAULING** Hauled 49 loads, 159,800 gals. of biosolids to Pennsy
- (3) **PLANT** The plant is operating well
- (4) **DEWATERING BUILDING** Garage doors are operating; conveyor is installed after some modification that had to be done by manufacturer; the control panel is onsite; we will be able to start putting a lot together now since we have control panel and leaf season is coming to an end

Respectfully submitted,
Les Powell, Chief Operator



TO: Annville Township Authority
FROM: Nick Sahd, Gannett Fleming, Inc.
DATE: November 26, 2019
SUBJECT: November 2019 Engineering Report

This report summarizes the projects in which Gannett Fleming has provided engineering consulting services to the Authority over the past month. We are pleased to outline the following for your review and consideration:

1. WWTP Dewatering Project

a. Dewatering Equipment

- Current equipment status:

Component	Delivery Date
Velodyne Polymer System	Delivered 08/07/19
JDV Conveyor	Delivered 08/08/19
Borger Grinder	Delivered 09/03/19
Alfa Laval Centrifuge Decanter	Delivered 10/10/19
Alfa Laval Diverter Gate	Delivered 10/23/19
Alfa Laval Centrifuge Control Panel	Delivered 11/21/19

* All major equipment is now on-site and being installed.

b. GF Activities Performed Over Past Month

- Coordinated modifications to correct the location of the centrifuge centrate drain line piping arrangement. The pipe component was shipped back to the manufacturer for modification and returned on-site between 10/29/19 and 11/8/19. This error was the responsibility of the manufacturer and they paid all expenses to correct the issue.
- Coordinated modifications to correct the height of the JDV conveyor supports. The supports were shipped back to the manufacturer for modification and returned on-site between 11/15/19 and 11/22/19. This error was the responsibility of the manufacturer and they paid all expenses to correct the issue.

c. Manufacturer Start-Up Services

- Alfa Laval now requires eight (8) weeks advance notice to schedule start-up.
- Alfa Laval recommends that all other equipment (grinder, conveyor, and polymer system) be tested and ready to go prior to Alfa Laval start-up services.
- We hope to schedule start-up services with Sherwood Logan shortly based on anticipated installation effort.

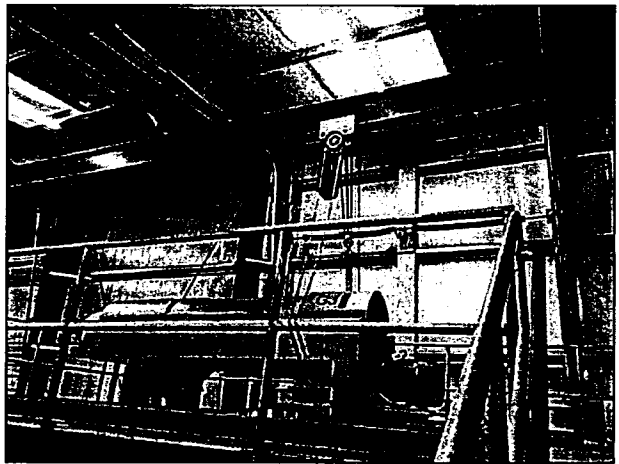
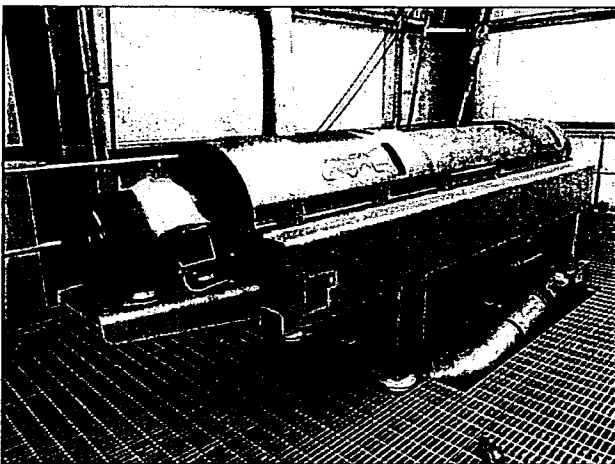
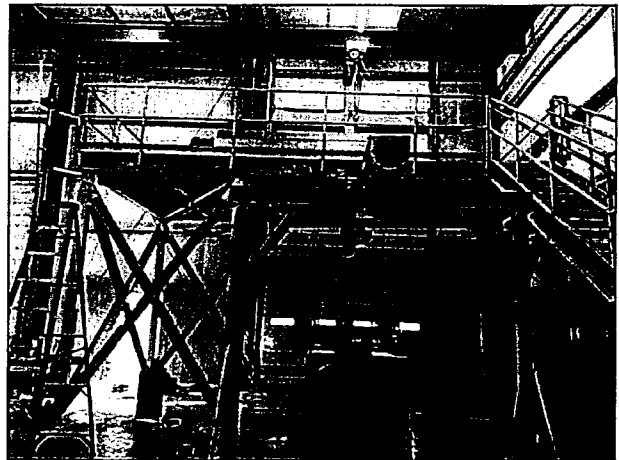
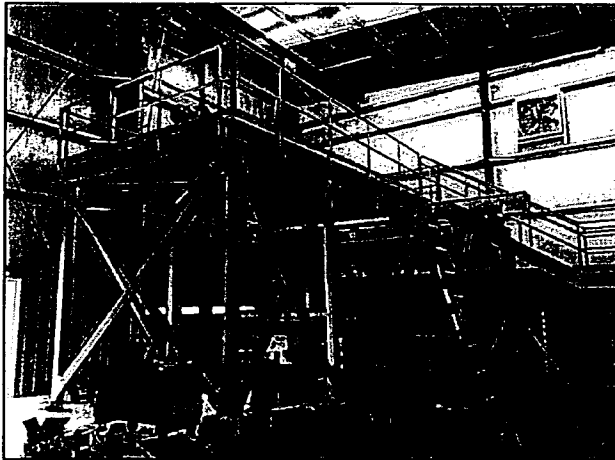
d. Remaining Project Activities

- Equipment installation between December 2019 and January 2020.
- Start-up and performance testing of ancillary equipment (grinder, polymer system, and conveyor) in January 2020 with the centrifuge start-up and performance testing in February 2020.



e. GF Design, Bid, and Construction Phase Services Invoices

- GF has invoiced \$115,171.91 (approximately 92.4%) of the total estimated effort (\$124,700) through 10/25/19 and we appear to be on track and on budget with our services.



2. Subdivision / Land Development Reviews

a. Stone Hill Village Phase 3B

- Final Land Development Plan Drawing Review
 - The developer's consultant, Akens Engineering Associates, Inc., submitted final drawings on October 18, 2019 for review and approval.
 - GF approved the drawings on October 30, 2019.
 - The contractor inquired on 11/14/19 if they can install a standard manhole instead of a doghouse manhole at SMH7A along the Hill Farm Main. We confirmed that this is acceptable by the Authority. We do not yet know which option the developer will ultimately choose.

Project Cost Tracking Spreadsheet: The Authority briefly reviewed the project cost tracking spreadsheet. Mr. Yingst reported that the prior month \$300,000 had been transferred from the Sewer Capital Fund's PLGIT account to the Sewer Fund's Fulton Bank account for out-of-pocket expenses incurred by the latter pertaining to this project, representing half of the amount budgeted for 2019. He also received concurrence from the Authority for transferring the remaining budgeted amount of \$300,000 from the Sewer Capital Fund's Edward Jones money market account to the Sewer Fund's Fulton Bank account.

Dewatering Project Loan Requisition No. 5: Noting the control panel has been delivered but the invoice has not yet been received, **MOTION** by Mr. Ludwig, second by Mr. Deaven to recommend to the Board of Commissioners it (1) authorize Requisition No. 5 from the dewatering project loan to the dewatering account and (2) authorize payment from the dewatering account to Sherwood Logan & Associates, Inc. for the control panel, both amounts being equal to the cost of the control panel less accumulated project retainage contingent upon the invoice for same having been received and determined to be satisfactory. Motion carried unanimously.

SOLICITOR'S REPORT: The Authority was informed of the following items:

Sheriff's Sale for Property at 301 West Main Street: Mr. Lamoureux reported the property at 301 West Main Street sold at Sheriff's Sale and he was awaiting payment on the outstanding balance of sewer, trash, and MS4 fees owed for this property in accordance with the letter he previously sent to the Lebanon County Sheriff's Office.

Municipal Claim Against Property at 100 North Weaber Street: Mr. Lamoureux shared information on the significant balance of liens against the condemned property at 100 North Weaber Street and reported he had filed a motion with the Lebanon County Court of Common Pleas for disposition of these liens so the property could more easily sell and be rehabilitated.

Acting as a Conduit for Tax-Exempt Financing for LVC: Mr. Lamoureux returned to the matter of the Authority acting as a conduit for tax-exempt financing for LVC, reminding its members that the Authority was not financially responsible for taking such an action. He noted the appropriate Authority members would be asked to sign the necessary documents following adjournment of the evening's meeting and these documents would be held until closing. Mr. Lamoureux concluded by noting he would be discussing with LVC's bond counsel the \$8,500 fee the college suggested the Authority would receive as payment for acting as a conduit.

ENGINEER'S REPORT: Nothing to report this month in addition to the items in the previously referenced report from Gannett Fleming that is attached.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) REPORT: Nothing to report this month.

CLERK'S REPORT: The Authority was informed of the following items:

Delinquent Report: Mr. Yingst informed the Authority of the measures taken by the Township Office over the past month to collect on delinquent accounts. He noted that since the October 22,


2019 Authority meeting 25 accounts were posted for shutoff; this was comprised of four customers who were under a payment contract but had not paid, 16 customers not under a payment contract with the Township, and five landlord/tenant customers. Mr. Yingst concluded by reporting that over the past five weeks more than \$4,300 had been received from significantly past-due customers.

December Meeting Reminder: Mr. Yingst reminded the Authority that, due to the Christmas holiday, the Township Authority would be holding its final 2019 meeting on the third Tuesday in December, December 17, and was scheduled to hold its election of officers for 2020 at that meeting. At the request of the Authority, Mr. Yingst shared information on the officer rotation that has been used by the Authority in past years.

Anticipated Vacancies on the Authority: Mr. Yingst indicated that Chairperson Perrotto, due to his election earlier in the month to the Board of Commissioners, would not be able to continue to serve on the Authority in 2020. It was also noted that Mr. Myers's property was for sale and he anticipated moving outside of the Township in Spring 2020. Noting this would result in two vacancies over the next few months, Mr. Yingst asked the Authority how it wished to proceed on this matter. He reported a Township Commissioner had suggested the name of a resident who had expressed interest in serving. Mr. Deaven and Chairperson Perrotto also mentioned the names of two individuals who had expressed a willingness to serve. The Authority members then discussed how to proceed before agreeing to instruct Mr. Yingst to post a notice at Town Hall and on the Township website for several weeks seeking letters of interest for appointment with a submission deadline that would allow the Authority to review said letters at its January 2020 Regular Meeting. They also asked Mr. Yingst to contact the three potential candidates directly to see if they would like to submit a letter of interest.

MOTION by Mr. Ludwig, second by Mr. Rooney to approve the reports as presented at this meeting. Motion carried unanimously.

There being no further business to come before the Authority, **MOTION** by Mr. Myers, second by Mr. Ludwig to adjourn the meeting. Motion carried unanimously and the Regular Meeting was adjourned at 6:11 PM.



(Assistant) Secretary