

Lewistown, PA

September 15, 2016

*The Board of Mifflin County Commissioners met for their Regular Meeting on Thursday, September 15, 2016 at 9:00 a.m. In attendance were Commissioners Lisa Nancollas, Stephen Dunkle and Kevin P. Kodish; Chief Clerk Cathy Romig, Solicitor Steve Snook and Confidential Clerk George Welsh.*

*Joe Cannon of The Sentinel/County Observer was the only representatives present from the news media.*

*Guests present were Treasurer Debra Civitts; Planning and Development Director William Gomes; Planning and Development Assistant Director James Lettiere; Crime Victim Services Coordinator Jami Glick; Human Services Department Head Allison Fisher; Children and Youth Services Director Mackenzie Seiler; Co. Auditor Helen Kirk; Ed Fike; JoAnn Tate; Carol Goss; Robyn Connor; Chris Connor; Tammy Yoder; Shaunna Eichhorn; Kelly Dobson; Sharon Mahoney; Josie Souders; Rhonda Pupo; Shari Mundy; Kelly Schaeffer; Terri Kause; Megan Bair, PA CareerLink; Cher Harpster, PA CareerLink; Brett Rogers; Charles Clare; Jennifer Cherry; Tracey Reesman; Lucas Parkes, EADS Group, and Taylor Boozel and Malhayla Erb, MCTV.*

*Guests from the Mifflin County 13-Year-Old Babe Ruth All-Stars were Bryce Dobson; Casey Conner; Brando Souders; Jaxson Pupo; Gage Schaeffer; Brian Yetter; Connor Cherry; Cole Schlegel; Ethan Eichhorn; Kaden Milliron; Brycen Hassinger; Colby Bodtorf; Marshall Maidens and Jayden Jackson - Manager Scott Reigle, Coach Josh Edwards and Coach Jared Edwards.*

*The meeting was called to order at 9:00 a.m. by Chairman Nancollas.*

- I. The Invocation was given by Helen Kirk.*
- II. The Pledge of Allegiance was said by all present.*

**III. Approval of Minutes:**

*Motion was made by Commissioner Kodish to accept the minutes of the Regular Meeting of September 1, 2016. Commissioner Dunkle seconded the motion. The motion was unanimously approved.*

**IV. Approval of Bills:**

*1. General Fund, Accounts Payable:*

*Cks. #111022 to 111161 and EFTs #22082 to 22163 in the amount of \$1,156,804.86*

*2. Payroll Account:*

*Cks. #77275 to 77294 and Direct Deposit Advices #9255 to 9472 in the amount of \$293,154.64*

*3. 911 Account:*

*Cks. # 51246-51252 and EFTs #20267-20268 in the amount of \$7,914.97*

*4. LEPC Account:*

*Cks. #1342 – 1344 in the amount of \$1,971.69*

*5. Liquid Fuels Account:*

*Cks. #1622 – 1625 in the amount of \$26,219.90*

*6. Liquid Fuels Act 89:*

EFT #8041 in the amount of \$16.50

7. *CDBG Accounts:*

Cks. # 388-389 in the amount of \$91,237.30

8. *Microenterprise Revolving Loan Fund:*

Ck. # 110 in the amount of \$50.87

*Motion was made by Commissioner Kodish to approve payment of bills as listed above. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

**V. Treasurer's Report:** 08/31/2016 to 09/13/2016

<i>General Account Starting Balance</i>		\$ 9,953,510.57
<i>Deposits – Receipts #82703-82842</i>		645,644.73
<i>Transfer from Capital Reserve</i>		101,360.23
<i>Interest</i>		5,606.83
<i>Voided Check</i>		401.96
<i>Total Debits</i>		\$ 753,013.75
<i>Bills Paid – Cks. #111022-111161</i>		
<i>EFTs #22082-22163</i>		\$ 1,156,804.86
<i>Transfer to Payroll – Cks. #77275-77294</i>		
<i>DD #9255-9472</i>		293,154.64
<i>NSF CKS</i>		840.88
		200.00
<i>Total Credits</i>		\$ 1,451,000.38
<i>Ending Balance – Interest @ 0.580%</i>		\$ 9,255,523.94
<i>Liquid Fuels 0.580% @ JVB</i>		477,420.91
<i>Liquid Fuels – Act 89 0.100% @ JVB</i>		169,294.59
<i>911 Telephone Account 0.580% @ JVB</i>		1,133,316.39
<i>911 Wireless Telephone Account 0.100% @ JVB</i>		0.00
<i>Capital Reserve Account 0.590% @ JVB</i>		
<i>General Account Funds</i>		
<i>Total Capital Reserve</i>		\$ 259,467.72

*Motion was made by Commissioner Dunkle to accept the Treasurer's Report as received, subject to audit. Seconded by Commissioner Kodish. The motion was unanimously approved.*

**VI. Meetings and Events:**

*Chairman Nancollas:*

*Budget Meetings  
Union Negotiations  
Pictometry  
Prison Board Meeting  
New Phone System RFP Meeting*

*Commissioner Dunkle:*

*Airport Authority Meeting  
Local Elected Officials Meeting  
Central Pennsylvanian Task Force on Jobs and Development*

*Operation Fairness Meeting  
Budget Meetings  
Prison Board*

*Commissioner Kodish:*

*2017 Budget Meetings  
Department Head Meeting  
Prison Board  
Phone System RFP Meeting  
Regional Services Corporation Personnel Committee  
AAA Board  
Visit by Secretary of State Cortes  
Operation Fairness Update Meetings*

**VII. Old Business: None**

**VIII. New Business:**

**A. Proclamation Honoring Mifflin County 13-Year-Old Junior Babe Ruth Baseball All-Stars**

*Commissioner Kodish: Mifflin County became just the fourth Pennsylvania team to win a Babe Ruth World Series Title since Babe Ruth Baseball was formed in 1952. It took Mifflin County 62 years to win a Babe Ruth World Series Title. This marks a third appearance for a Mifflin County team in a World Series. Mifflin County defeated Hawaii a team from the Pacific Southwest Region to win the Championship. Prior to that game, Pennsylvania teams were 4 and 12 against teams from that region in the Babe Ruth World Series. In 2002, El Segundo California defeated Mifflin County 15-Year-Olds by an 18-0 score in the World Series. Babe Ruth baseball requires at least a ten game schedule each year before picking an All-Star team. In Mifflin County, our boys get to play a lot of baseball featuring a 27 game schedule every season. This year's champions played a season that lasted 125 days from opening day April 16<sup>th</sup> to the World Series final on August 18<sup>th</sup>. The overall record for the team was 17 wins and 1 loss. They set league records for most runs scored in the postseason of 187, most hits of 190 and most home runs by a team of 15. Ryan Yetter set a record of 10 homers to lead the way. He also had the most RBI's with 40. They won several awards at the World Series. Casey Conner was most valuable player. Casey Conner slugging award. Casey Conner alternative team first base. Colby Bodtorf all-tournament team pitcher. Ryan Yetter all tournament team utility player. Also this team won the 21<sup>st</sup> State title for Mifflin County, which is a State record. They made the finals for the 43<sup>rd</sup> time, which is a State record. They made the final four for the 71<sup>st</sup> time, another State record. This is the 24<sup>th</sup> appearance in the Mid-Atlantic Regionals, another State record. We are proud of this team for being number one.*

**PROCLAMATION IN HONOR OF THE  
2016 MIFFLIN COUNTY 13-YEAR-OLD  
JUNIOR BABE RUTH BASEBALL ALL-STARS**

**WHEREAS**, it is the intent of the Mifflin County Commissioners to recognize outstanding achievements of individuals, athletic teams, and organizations in Mifflin County; and

**WHEREAS**, we, the Commissioners of Mifflin County, join with our community in recognition of the tremendous accomplishments of the Mifflin County 13-Year-Old Junior Babe Ruth All-Stars; and

**WHEREAS**, the Mifflin County 13-Year-Old Junior Babe Ruth All-Stars captured the 2016 Pennsylvania Babe Ruth championship, the 2016 Mid-Atlantic Region Babe Ruth title, and the 2016 Babe Ruth World Series championship; and

**WHEREAS**, the tremendous season can be credited to not only the commitment of Manager Scott Reigle, the assistant coaches and the parents, but also to the determination and spirit of the entire team; and

**WHEREAS**, these outstanding young men have demonstrated admirable sportsmanship as well as athletic

ability; and

**WHEREAS**, we are privileged and honored to recognize these young citizens of Mifflin County:

Casey Conner	Ethan Eichhorn	Marshall Maidens
Kaden Milliron	Bryce Dobson	Brando Souders
Gage Schaeffer	Brian Yetter	Colby Bodtorf
Brycen Hassinger	Jayden Jackson	Connor Cherry
Jaxson Pupo	Cole Schlegel	
Scott Reigle, Manager	Josh Edwards – Coach	Jared Edwards - Coach

**WHEREAS**, the contributions of these dedicated individuals have provided our community with much pleasure and pride.

**NOW, THEREFORE**, we, the Mifflin County Commissioners, on behalf of all citizens of Mifflin County do hereby wish to extend our congratulations and appreciation for their great effort and superior achievement

Proclaimed this 15<sup>th</sup> day of September, 2016.

*Commissioner Dunkle: Do not leave until we have a chance to talk to you and get a little more familiar with you. The other thing is I want to say something about your coach. Believe it or not, we went to high school together and your coach's mother was one of my teachers. Scott, thank you for the great role you played in this accomplishment available for a great group of guys that knew what to do and how to play on the field.*

*Coach Reigle: It was a great bunch of guys and they did a great job.*

*Commissioner Kodish: I want to thank all you players and parents for all the thrills you gave everybody. I do not think that you will really appreciate what you have accomplished till several years down the road. Right now you are in it and a lot of people are giving you these accolades, which is great but you have a bond now that you will have forever. You will run into these friends 40 or 50 years down the road, you will look at them and you will still have that bond that you were a part of a championship team. You and your friends have something special and it will stick with you forever. I can't thank you enough for what you have done for our area.*

*Motion was made by Commission Kodish to approve the Proclamation Honoring Mifflin County 13-Year-Old Junior Babe Ruth All-Stars. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*B. Proclamation – September is Workforce Development Month*

### **September is Workforce Development Month**

WHEREAS, the economic development of every region in our country and the ability of our businesses and industries to compete in the global economy is more than ever before dependent on the availability and quality of a skilled workforce; and

WHEREAS, job seekers need the assistance of knowledgeable and dedicated professionals to facilitate the process by which our workforce identifies, prepares for, obtains, and maintains employment and self-sufficiency; and

WHEREAS, employers depend on a high level of professional service to help them recruit and retain a competitive workforce and continually upgrade the skill sets of their incumbent employees;

NOW THEREFORE BE IT RESOLVED that the Mifflin County Board of Commissioners joins with the Pennsylvania CareerLink® Mifflin County, including all associated partners, as well as the Central Pennsylvania Workforce Development Corporation, in designating the month of September as Workforce Development Month, to honor all those individuals who serve as

workforce development professionals, playing vital roles in improving lives and the economic vitality of the Juniata River Valley.

Adopted this 15<sup>th</sup> day of September 2016

*Motion was made by Commissioner Dunkle to approve the Proclamation – September is Workforce Development Month. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*Ms. Harpster: On behalf of all our partners, CareerLink is made up of many partners, but we all work together for one common goal and that is to make the workforce stronger in Mifflin County.*

*C. Memorandum of Understanding with the Mifflin County Housing Authority for the County to act as Responsible Entity for the Environmental Review process for the Capital Fund Program Grant*

*Mr. Lettiere: This is a memorandum of understanding between Mifflin County and the Mifflin County Housing Authority for the five year Capital Fund Grant covering the years 2017 through 2020 and includes upgrades to facilities of the Housing Authority throughout the County includes windows, doors, maintenance and so forth. The Agreement allows SEDA-COG Council of Governments to conduct the environmental reviews of behalf of the County. The County is the responsible entity and the costs will be borne by the Housing Authority for the services provided by SEDA-COG.*

*Motion was made by Commissioner Kodish to approve the Memorandum of Understanding with the Mifflin County Housing Authority. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*D. Request for exoneration of 2016 per capita tax bills:*

- *Oliver Township Tax Collector Sherry Miller - 35*

*Motion was made by Commissioner Dunkle to approve the Request for exoneration of 2016 per capita tax bills. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*E. Request for exoneration of 2016 county real estate tax bills and relieve the Tax Collector from collecting this bill:*

- *Parcel No. 13,07-0221--,000 located in Bratton Township – parcel was sold at judicial sale and will be rebilled to the new owner – County portion \$297.11*

*Motion was made by Commissioner Dunkle to approve the Request for exoneration of 2016 county real estate tax bill. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*F. Purchase of Service Agreements for use, if needed, by Children and Youth:*

- *United Cerebral Palsy (UCP) – Lewistown, PA*
- *Nicholas Wolfkiel – Burnham, PA*
- *Gary Speece – Richfield, PA*
- *Drug and Alcohol Rehabilitation Services, Inc. – Columbia, PA*
- *George Junior Republic in Pennsylvania – Grove City, PA*
- *Lifespan Family Services of PA, LLC – Punxsutawney, PA*

*Ms. Seiler: Supplied details on all the above Service Agreements.*

*Motion was made by Commissioner Kodish to approve the Purchase of Service*

*Agreements. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*G. Permanent Shelter Grant Agreement with the Department of Housing and Urban Development*

*Ms. Fisher: Yearly renewal for the Permanent Shelter Grant Agreement.*

*Motion was made by Commissioner Dunkle to approve the Permanent Shelter Grant Agreement. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*H. RASA/VOJO (Rights and Services Act/Victims of Juvenile Offenders) Grant Application for the period January 1, 2017 through December 31, 2018 - \$99,572.00*

*Ms. Glick: Our main purpose for this project is to insure the crimes committed by adults and juvenile offenders in the criminal justice system receive all the rights to which they are entitled under the law.*

*Motion was made by Commissioner Kodish to approve the RASA/VOJO Grant Application. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*I. Request from the EADS Group for a time extension for the Jacks Creek Road Bridge and the Chestnut Street Extension Bridge Projects from September 23, 2016 to September 22, 2017*

*Mr. Gomes: We got a request a few days ago from the EADS Group about the bridges, they had to get special permits to do the construction and they are waiting for those permits to be approved. They will not be approved for another couple of months.*

*Commissioner Kodish: Lucas, are these unusual and special circumstances for permits that need to be acquired?*

*Mr. Parkes: No. In order to do the bridge repair you need to get the stream permits from DEP. They are not able to be submitted until the bridge design is completed. So earlier this year we completed the bridge designs and submitted the permits. It is anywhere from a three to six months process and possibly twelve months. We are anticipating by the end of this year, we should have the permits in place. That will allow us to put the project out for bid over the winter and schedule the construction for next year – next summer when the school bus traffic stops, we will be able to complete the project.*

*Motion was made by Commissioner Dunkle to approve the time extensions for the Jacks Creek Road Bridge and the Chestnut Street Extension Bridge Projects. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*J. SEDA-COG Natural Gas Cooperative Participation Agreement*

PARTICIPATION AGREEMENT

This Participation Agreement (hereinafter referred to as the "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2016 (hereinafter referred to as the "Effective Date"), by, between and among **SEDA-COG Natural Gas Cooperative, Inc.**, a nonprofit cooperative corporation organized under the Pennsylvania Cooperative Corporation Law of 1988 (15 Pa.C.S. § 7101, *et seq.*), with its principal address being 201 Furnace Road, Lewisburg, Pennsylvania 17837, (hereinafter referred to as the "Cooperative"); **The County of Centre, Pennsylvania**, with its principal address being Willowbank Office Building, 420 Holmes Street, Bellefonte, Pennsylvania 16823-1488 (hereinafter referred to as "Centre County"); **Clinton County, Pennsylvania**, with

its principal address being 232 East Main Street, Lock Haven, Pennsylvania 17745 (hereinafter referred to as "Clinton County"); and **Mifflin County, Pennsylvania**, with its principal address being 20 North Wayne Street, Lewistown, Pennsylvania 17044 (hereinafter referred to as "Mifflin County") (with Centre County, Clinton County and Mifflin County hereinafter each being referred to as a "County", and being collectively referred to as the "Counties").

WITNESSETH:

WHEREAS, Pennsylvania's shale gas resources are providing new long-term opportunities for supporting the state's economic growth and energy needs, and natural gas is increasingly being utilized as a source of environmentally cleaner power for industries, businesses, and residences; and

WHEREAS, there are significant areas of the Counties which currently are unserved or underserved by natural gas distribution companies; and

WHEREAS, better delivery systems and the expansion of existing infrastructure are needed to make natural gas available to the unserved or underserved areas of the Counties; and

WHEREAS, the Cooperative was formed as a nonprofit cooperative corporation under the Pennsylvania Cooperative Corporation Law of 1988 (15 Pa.C.S. § 7101, *et seq.*), for the primary purpose to provide natural gas service to its member-consumers located in certain unserved or underserved areas within its region, including such areas located in each of the Counties; and

WHEREAS, the Cooperative has been structured and organized, and otherwise will be operated, to meet all aspects of a "Bona Fide Cooperative Association", exempt from the jurisdiction and control of the Pennsylvania Public Utility Commission under Section 102 of the Public Utility Code (66 Pa.C.S. § 102); and

WHEREAS, the initial directors of the Cooperative, as named in the Cooperative's Articles of Incorporation, who shall serve until the first annual meeting of the Cooperative members, or until their successors are duly chosen and qualified, included three (3) representatives from each of the Counties respectively; and

WHEREAS, on December 22, 2015, the Centre County Board of Commissioners adopted Resolution No. \_\_\_\_\_, *inter alia*, supporting the formation of the Cooperative and authorizing Centre County to participate in the formation of the Cooperative, a copy of which is attached and made a part of this Agreement as Exhibit A; and

WHEREAS, on December 17, 2015, the Clinton County Board of Commissioners adopted Resolution No. 21-2015, *inter alia*, supporting the formation of the Cooperative and authorizing Clinton County to participate in the formation of the Cooperative, a copy of which is attached and made a part of this Agreement as Exhibit B; and

WHEREAS, on December 23, 2015, the Mifflin County Board of Commissioners adopted Resolution No. 2015-17, *inter alia*, supporting the formation of the Cooperative and authorizing Mifflin County to participate in the formation of the Cooperative, a copy of which is attached and made a part of this Agreement as Exhibit C; and

WHEREAS, under the terms and conditions set forth herein, the Cooperative desires to provide certain assurances to each of the Counties, that the Cooperative will make best efforts to undertake to expand its infrastructure to provide natural gas service to member-consumers located in certain unserved or underserved areas within each of the Counties.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties, with intent to be legally bound, do hereby mutually agree and covenant as follows:

**1. TERM**

The initial term of this Agreement shall be for twenty (20) years, beginning on the Effective Date first above written, and shall automatically continue thereafter for additional periods of five (5) years, until either one or more of the Counties or the Cooperative terminates the Agreement by giving the other parties at least six (6) months advance written notice of such termination prior to the expiration of the initial term, or any additional term. The initial term and any additional terms are collectively herein referred to as the "Term". In the event that the Cooperative is sold, or otherwise ceases its existence, during the Term of this Agreement, then this Agreement shall terminate as of that time.

**2. REPRESENTATIONS**

Each of the parties represents and warrants to the others that:

(a) It has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement;

(b) The execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court, or body; and

(c) The performance contemplated under this Agreement is not inconsistent with any underlying third-party agreements.

**3. PARTICIPATION IN COOPERATIVE CAPITAL PROJECTS COMMITTEE**

(a) The Cooperative agrees to establish a Capital Projects Committee (hereinafter referred to as the "Committee"), which shall be responsible:

- (i) for developing criteria and procedures for evaluating, prioritizing and selecting potential Cooperative capital projects;
- (ii) for making recommendations to the Cooperative Board of Directors (hereinafter referred to as the "Cooperative Board") regarding the selection and development of Cooperative capital projects;
- (iii) for addressing and coordinating activities related to funding, grant applications, loan procurement, equity financing, maintenance of capital reserve accounts, and selling of any Cooperative capital assets; and
- (iv) for coordinating the development and execution of consultant contracts for infrastructure planning, design, development, implementation, and maintenance.

(b) The Cooperative Board shall appoint to the Committee:

- (i) at least one representative from the Centre County Board of Commissioners, or Centre County government staff member;
- (ii) at least one representative from the Clinton County Board of Commissioners, or Clinton County government staff member; and
- (iii) at least one representative from the Mifflin County Board of Commissioners, or Mifflin County government staff member.

**4. COOPERATIVE DUTY TO DEVELOP CAPITAL PROJECTS IN THE COUNTIES**

The Cooperative agrees to use its best efforts to develop and build one or more gas distribution projects in each of the Counties, as soon as practicable, subject to the availability of capital funding, and based upon reasonable and uniform criteria for evaluating and prioritizing the Cooperative's capital projects, as developed by the Committee, with the approval of the Cooperative Board. Notwithstanding the commitment of the Cooperative in the prior sentence, it is agreed that all determinations concerning the selection, timing, financing, construction, implementation, and all other aspects of whatsoever kind or nature of the gas distribution capital projects of the Cooperative at all times shall be at the sole discretion of the Cooperative, acting through the Cooperative Board. Additionally, the commitment of the Cooperative in this section shall not prevent or limit the rights of the Cooperative, in its sole discretion, to sell, lease or otherwise transfer to third parties any interests in and to any such gas distribution projects or assets.

**5. COOPERATIVE DUTY TO PROVIDE REPORTS TO THE COUNTIES**

The Cooperative shall periodically provide reports to each of the Counties regarding its business activities, financial condition and the plans for its gas distribution capital projects.

**6. COUNTIES' DUTIES TO SUPPORT AND ASSIST THE COOPERATIVE**

- (a) Consistent with the provisions of the Resolutions adopted by each of the Counties, attached as Exhibits A, B and C, each of the Counties shall generally make best efforts to support and facilitate the activities and plans of the Cooperative relative to the expansion of infrastructure needed to make natural gas service available to the unserved or underserved areas of the Counties, and its associated economic development and other public benefits; provided however, that nothing in this Agreement commits any County funds to or for the Cooperative.
- (b) To the extent reasonably requested by the Cooperative, from time to time, each of the Counties shall provide letters or other statements supporting or endorsing the public purpose activities and plans of the Cooperative, for submission in conjunction with Cooperative grant funding applications, loan applications and any regulatory applications or proceedings.
- (c) The parties agree that, in any of its advertising, promotion, member communications, public relations, funding applications, regulatory applications or proceedings, and governmental relations activities, the Cooperative is authorized to state that each of the Counties: (i) participated in the formation of the Cooperative; and (ii) supports the activities and plans of the Cooperative relative to the expansion of infrastructure needed to make natural gas service available to the unserved or underserved areas of the Counties, and its associated economic development and other public benefits.
- (d) To the extent reasonably requested by the Cooperative, from time to time, each of the Counties agrees: (i) to grant or transfer to the Cooperative, without additional consideration, such easements or rights of way, on and under real property, including roads, owned by a County for the purposes of enabling the Cooperative to construct, operate and maintain natural gas lines and appurtenant equipment and facilities, owned, controlled, operated, or furnished by the Cooperative to provide natural gas distribution service to a member or members of the Cooperative; and (ii) to execute such a document or documents

regarding such grants or transfers in recordable form, which easement or right of way document or documents shall contain substantially similar terms and conditions as the easement or right of way documents which the Cooperative requires from its members.

**7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

**NONE OF THE PARTIES MAKES ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

**UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO ANOTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING LOST PROFITS, TIME, OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE.**

**8. NOTICE OF DEFAULT AND RIGHT TO CURE**

A party shall not be in default under this Agreement or in breach of any provision of this Agreement unless and until a non-breaching party has given the breaching party written notice of such breach (with a copy of such notice to all other parties), and the breaching party has failed to cure the same within thirty (30) days after receipt of such notice; provided however, that where such breach cannot reasonably be cured within such thirty (30) day period, if the breaching party proceeds promptly to cure the same and prosecutes such curing with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing.

**9. DISPUTE RESOLUTION**

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon the parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute which is determined by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, the parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

**10. NOTICES**

All notices, requests, demands, and other communications pertaining to this Agreement shall be in writing and shall be deemed duly given on the day of receipt when delivered personally (which shall include delivery by a recognized overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or three (3) business days after mailing by registered or certified mail, postage prepaid and return receipt requested, and addressed as follows:

If to the Cooperative: Robert B. Smeltz, Jr. President  
SEDA-COG Natural Gas Cooperative, Inc.  
201 Furnace Road  
Lewisburg, PA 17837

With a copy to: Anthony C. Adonizio, Esq.  
250 North 24<sup>th</sup> Street  
Camp Hill, PA 17011

If to Centre County: The County of Centre, Pennsylvania  
Office of the Commissioners  
Willowbank Office Building  
420 Holmes Street  
Bellefonte, PA 16823-1488

With a copy to: Elizabeth A. Dupuis, Esq.  
Babst Calland  
Suite 302  
330 Innovation Blvd.  
State College, PA 16803

If to Clinton County: Clinton County Board of Commissioners  
232 East Main Street  
Lock Haven, PA 17745

With a copy to: Larry E. Coploff, Esq.  
Coploff, Ryan & Welch  
136 East Water Street  
Lock Haven, PA 17745

If to Mifflin County: Mifflin County Board of Commissioners  
20 North Wayne Street  
Lewistown, PA 17044

With a copy to: Stephen S. Snook, Esq.  
BMZ Law  
113 Fourth Street  
Huntingdon, PA 16652

A party may change its address for notices by written notice to the other parties given pursuant to this Section. Notice given to a party by any means other than as set forth in this Section is to be deemed ineffective.

## **11. MISCELLANEOUS**

- (a) Relationship of Parties. The relationship of the Counties and the Cooperative to one other shall be that of parties to a contract, and neither this Agreement nor anything done pursuant this Agreement shall be deemed to create any partnership, joint venture, or agency relationship between or among the parties.
- (b) Choice of Law. This Agreement shall be deemed to have been executed in the Commonwealth of Pennsylvania and the parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the laws of Pennsylvania.
- (c) Severability. If any provision of this Agreement is held to be invalid the parties shall reform the Agreement to eliminate the invalid provision while preserving the intent of the parties. Such removal shall not invalidate the remaining provisions of this Agreement.
- (d) Entire Agreement. This Agreement, including all Schedules and Attachments hereto, constitute the entire agreement between and among the parties with

respect to the subject matter hereof and supersedes all prior agreements or understandings, written or oral, in respect thereof. This Agreement may only be modified in writing signed and agreed to by all parties.

- (e) Waivers. No term or condition of this Agreement shall be deemed to have been waived and no breach excused unless such waiver or excuse is in writing signed by the party claimed to have waived or consented to excuse. A party's failure to demand or insist, in any one or more instances, upon strict performance of these terms, or to exercise any rights conferred under this Agreement, shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights in the future.
- (f) Headings. Headings in this Agreement are for reference only and do not affect the substantive provisions therein.
- (g) Third-Party Rights. Nothing in this Agreement is intended to create any rights in any third parties.
- (h) Force Majeure. No party to this Agreement shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly, from Acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, unavailability at reasonable costs of materials, labor or transportation, breakdown of plant or machinery, order of a court or regulatory agency having competent jurisdiction, or any causes beyond the reasonable control of the affected party. The affected party upon giving written notice of the force majeure condition to the other parties, shall be excused from the performance to the extent necessitated by the force majeure condition; provided, however, that the affected party shall use its best efforts to remove such condition as soon as possible.
- (i) Counterparts. This Agreement may be signed in any number of counterparts and shall be deemed executed on the date first written above. The signature on each counterpart shall have the same effect as if each such counterpart was executed on the same instrument. Each fully executed set of counterparts shall be deemed to be an original and all of the signed counterparts together shall be deemed to be one and the same instrument.
- (j) Recitals. The recitals set forth above are hereby incorporated as a substantive part of this Agreement
- (k) Successors and Assigns. This Agreement may not be assigned by any party without the prior written consent of each of the other parties, with such consents not to be unreasonably withheld. The benefits and obligations of this Agreement shall be binding upon and inure to any permitted successors and assigns.
- (l) Compliance with Law. Each party shall perform its respective rights and obligations hereunder in accordance with the authorizations obtained by it and all applicable laws, rules and regulations imposed by any governmental authority. If any aspect of this Agreement, or its implementation is reasonably determined, by the Cooperative and its counsel, to jeopardize or impair its status: (i) as a 501(c)(12) tax-exempt entity with the Internal Revenue Service; or (ii) as a "Bona

Fide Cooperative Association” exempt from jurisdiction, regulation and control of the Pennsylvania Public Utility Commission, this Agreement shall be amended by the parties in a manner which avoids such conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized officers, to be effective on the Effective Date first set forth above

*Mr. Gomes: Back in December of 2015, Mifflin County signed a resolution with SEDA-COG Natural Gas Cooperative with Centre and Clinton Counties. This explains what is required by all the parties with all three Counties. This provides the expansion of natural gas services in all three Counties.*

*Motion was made by Commissioner Kodish to approve the SEDA-COG Natural Gas Cooperative Agreement providing Centre and Clinton make approvals, so we all match. Seconded by Commission Dunkle. The motion was unanimously approved.*

*K. Hiring of Mindy Musser for Healthy Communities Coordinator in the Human Services Office effective September 12, 2016*

*Discussion of Grants and Positions by Ms. Mundy and Ms. Fisher.*

*Motion was made by Commissioner Dunkle to approve the Hiring of Mindy Musser. Seconded by Commissioner Kodish. The motion was unanimously approved.*

*L. Hiring of Tammy Swartz for Asset Building Coordinator in the Human Services Office effective September 12, 2016*

*Motion was made by Commissioner Kodish to approve the Hiring of Tammy Swartz. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*M. Transfer of Christopher Gerwick 911 Telecommunicator to Maintenance Laborer effective September 19, 2016*

*Motion was made by Commissioner Kodish to approve the Transfer of Christopher Gerwick. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*N. Hiring of Stacey Herman for Community Development Fiscal Manager effective September 26, 2016*

*Motion was made by Commissioner Kodish to approve the Hiring of Stacey Herman. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*O. Resignation of Corrections Officer Robert Maben effective September 22, 2016*

*Motion was made by Commissioner Kodish to approve the Resignation of Robert Maben. Seconded by Commissioner Dunkle. The motion was unanimously approved.*

*P. Hiring of Joshua Neff for Part-Time Corrections Officer effective October 3, 2016*

*Motion was made by Commissioner Dunkle to approve the Hiring of Joshua Neff. Seconded by Commissioner Kodish. The motion was unanimously approved.*

**IX. Public Comment**

*Ms. Mundy: Two weeks ago when we were all here about the anti-religion postings, some of the people that spoke actually took the time to write things down, took time off of work and put a lot of energy into it. What I observed after the meeting was that Steve approached one of them in his loud boisterous way with finger in face telling her that her comments were inappropriate and he expected more from her. I think this was very inappropriate and very unprofessional. It was witnessed by many people. Steve, you are definitely a bully.*

*Commissioner Dunkle: Well, thank you so much. I just want you to know that I made that comment that she introduced herself as a professional working for a professional. What I made my comment about was not what she said at the podium. My comment was about her facial expressions on her face as other people spoke. That is why I made the comment that I said to her.*

*Ms. Mundy: That was still inappropriate.*

*Commissioner Dunkle: No, it wasn't.*

*Ms. Mundy: That was still inappropriate. A Commissioner getting in her face with his finger, inches from her face.*

*Commissioner Dunkle: I don't have any recollection of that.*

*Ms. Mundy: The people behind us chattered all the time in the meeting. So before you asked what the eye rolling was for, you approached her unprofessionally.*

*Commissioner Dunkle: Well, that is your opinion and I thank you for it.*

*Commissioner Dunkle: Shari, I have a question for you. During the campaign last year, you approached me on several occasions asking if I may give you some help or advise particularly, in fund raising. So, my query to you is, if you sought me out for professional guidance, why would you do that if I am this reported bully that you say I am?*

*Ms. Mundy: When we were trying to get rid of Mark and Ote, I had no idea that you were such a bully.*

*Commissioner Dunkle: You think I am a bully because of that one situation?*

*Ms. Mundy: I think you are a bully because when you were campaigning, you promised 100,000 people if they voted for you, they would be on your committee. You haven't formed too many committees.*

*Chairman Nancollas: Shari, I am going to stop you because of all the functions Steve and I worked together, I remember at no time did he say that.*

*Ms. Mundy: Numerous times.*

*Chairman Nancollas: No, not numerous times I am going to tell you that. And I am going to go on to tell you that we have had many committees that we have asked people to join and they have. Sorry, but we have not asked you to be on a committee. I am sorry you do not know what those are and understand what goes on in our offices. I think you first need to come to us and ask us what the committees are and are available if you want to be on a committee.*

*Ms. Mundy: I do not want to be on your committee.*

*Chairman Nancollas: You should refrain from telling us what we have said and that we have said this and you haven't seen these items that you said you should update. I was on that team with Steve and we shared everything. So yes, I am going to stick up for Steve and I am going to tell you that it was wrong what you said. We are not going to sit here and argue. I suggest that you make a list of everything, all these committees, we said that you have and we will go through them for you, because these people want to get back to work and we don't want to hold them here. We could do this all day long with you.*

*Ms. Mundy: Maybe you should go slow and let me finish my public comment. How many meetings or functions were you and I at that Steve was not at when we were campaigning?*

*Chairman Nancollas: Maybe one.*

*Ms. Mundy: There were quite a few.*

*Commissioner Dunkle: Does it matter?*

*Chairman Nancollas: It doesn't matter.*

*Ms. Mundy: At a meeting at a restaurant when you were not there, I heard Steve say "you can be on my committee". You asked the question, I answered it.*

*Chairman Nancollas: We have many people on our committees. We did not ask you to be on a committee. Why do you keep bringing it up, Shari? It really bothers you and I am sorry about that. Let it go Shari. This meeting is going to be adjourned. We are not going to get anywhere.*

**X. Adjournment**

*With no other business on the agenda, Chairman Nancollas adjourned the meeting at 9:35 a.m.*

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*Secretary*

*ATTEST:*

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*Chief Clerk*