

SELINGROVE BOROUGH COUNCIL SPECIAL MEETING

WEDNESDAY, OCTOBER 15, 2008 - 6:00 P.M.

COUNCIL MEMBERS PRESENT: Pres. C. Handlan, V. Pres. J. Herb, C/P S. Hendricks, C/P M. Inch, and C/P D. Mengel

COUNCIL MEMBERS ABSENT: C/P D. Anderson, C/P E. Viker

OTHERS PRESENT: Solicitor R. Cravitz; Mayor P. Carroll; Borough Treasurer Sheri Badman; Pool Board Members Ron Rowe and Robert Soper

OTHERS ABSENT: Mgr. J. Bickhart

CALL MEETING TO ORDER:

Pres. Handlan called the meeting to order at 6:00 P.M.

Pres. Handlan stated that this meeting was advertised as a special meeting to consider acceptance of the DCNR grant for the Selingsrove Community Pool.

Solicitor Cravitz stated that underneath the grant agreement, Article 21, it says that ownership interest in the site shall not be transferred from or by the grantee without prior written approval of the Department. It goes on to talk about real estate and gives the impression that the site and facilities are to be used by the grantee, which is the Borough of Selingsrove. According to the courthouse records, the Borough is not the titleholder of record. Solicitor Cravitz had some concern because the grant monies will be used to develop a site that was not completely under the Borough's control throughout the term of the grant. Solicitor Cravitz called Mike Miller and Bill Siegel from SEDA-COG, but they were in a meeting. Solicitor Cravitz then called DCNR and spoke with the project manager, Alex Tatanish, who indicated that he was not aware of the situation and it could be a problem down the road. The Borough will have to have a certificate of title stating that they own the site. Sheri called Mgr. Bickhart, who stated that this bridge has already been crossed because DCNR said this could be done with a long-term lease for the site. Solicitor Cravitz tried to get back in touch with Mr. Tatanish, who was not available, so he then called Bill Siegel and Mike Miller, who stated that SEDA-COG sees no problem with this. They have done this hundreds of times where the municipality had a long-term lease and it qualified for the grant. They suggested that when Council approves the grant agreement tonight they do so conditioned upon getting that in writing from DCNR. Solicitor Cravitz noted that he got a different impression from Mr. Tatanish than he got from Bill Siegel, Mike Miller and Mgr. Bickhart. Bill Siegel assured Solicitor Cravitz that this is a similar situation to the situation in the Borough of Lewisburg with LARA, as well as some other municipalities. Pres. Handlan asked who is working on getting this in writing. Solicitor Cravitz stated that that would be done tomorrow with Bill Siegel and Mike Miller. Pres. Handlan asked about the impact of the conditional approval on the bids and Solicitor Cravitz replied that the bid could also be approved conditioned on the documentation, which should be received tomorrow. Solicitor Cravitz stated this documentation is necessary because at this time the written document says that the Borough is the owner, but they are not. Solicitor Cravitz does not want Council to go out on a limb for \$480,000 without having the grant. He stated if it was \$25,000 he would still be having this conversation but he would say to go ahead and take the risk. However, \$250,000 is outside his comfort level. C/P Herb clarified that the condition attached to any approvals tonight should be able to be met tomorrow so there should not even be a 24-hour wait on this issue. Solicitor Cravitz stated that this will be taken care of first thing tomorrow. It is just that when he looked at the agreement he did not see anywhere that said SARI is the owner and the Borough is the lessee and that that arrangement is okay. The document says that the grantee will be the owner, and the Borough is the grantee but not the owner. A lease is not an ownership situation, and that is Solicitor Cravitz's main concern. He stated there was a problem in Freeburg when they were working on their grant program through DEP. When push came to shove, DEP said the written agreement was in effect

no matter what was said at the meetings. The person who had spoken at the meetings was not authorized to make those statements so Freeburg was held to the written agreement. Pres. Handlan asked who will draft the written document. Solicitor Cravitz stated it will be in letter form stating that the present arrangement is fine. Pres. Handlan stated that it needs to specifically reference the contract and Solicitor Cravitz stated that it will.

Motion by C/P Hendricks to accept the DCNR grant contingent upon receipt of the written documentation as noted. Seconded by C/P Herb.

AYES: FIVE (5) NAYS: NONE MOTION CARRIED

Motion by C/P Hendricks to award the swimming pool renovations contract based on Bids 1, 7 & 8 in the amount of \$463,800 to the low bidder, Stoneridge Inc., Feasterville, PA contingent upon grant compliance. Seconded by C/P Inch.

AYES: FIVE (5) NAYS: NONE MOTION CARRIED

Motion by C/P Herb to extend the bid completion date from May 1, 2009 to June 1, 2009. Seconded by C/P Inch.

AYES: FIVE (5) NAYS: NONE MOTION CARRIED

Solicitor Cravitz advised the pool board that if push comes to shove, the worst case scenario would be a transfer deed to the Borough with the Borough then leasing the pool back to SARI. Mr. Rowe and Mr. Soper had no problems with that.

Mr. Soper stated that he has visited Penn and Monroe Townships. He feels that Monroe Township will help at least to the extent that they have in the past. He also feels confident that Penn Township will come up with some support also. He stated there are also some other irons in the fire. Pres. Handlan thanked the pool board for all the hard work they have done.

ADJOURNMENT:

Meeting adjourned at 6:15 P.M.

Attachments: None