

South Waverly Borough  
September 13, 2021

President Roxanne Testen called the meeting to order at 6:00 p.m. Members also present were Chris Wood, Bob Myers, Cindy Parrish, and Dr. Burdett Porter. Mayor Tim Hickey, Borough Solicitor Jonathan Foster and Manager Valorie Huckabee also attended. The pledge of allegiance was recited.

Motion by Dr. Porter, seconded by Wood, to approve the minutes of the August 2, 2021 meeting as written. Motion was unanimous

FINANCIAL

The following bills were presented and reviewed for approval to pay. Total to be approved is \$73,542.90. Motion by Dr. Porter, seconded Wood to approve the payment of the presented bills. Motion was unanimous.

Action Fire & Safety Equipment	\$188.00
Amazon.com	\$46.25
Amtrust North America	\$379.00
Aqua Pa. Inc.	\$1,142.98
Art's Exterminating, Inc.	\$30.00
Bishop's Full Time Portables	\$95.00
Borough of Sayre	\$7,333.33
Chamber Choice of NE Pa.	\$8,653.64
Croft Lumber Co	\$35.68
Eastern Copy Products	\$1,476.44
Empire Access	\$014.04
Erle's Janitorial Supply	50.50
Foster Law Office	\$4,400.00
Gannon Associates	\$2,314.00
Horn's True Value	\$389.03
J's Clean Sweep, Inc.	\$880.00
Lowes Home Center	\$479.50
Mattson's Bucket Service	\$190.00
Pa. State Asso. Of Boroughs	\$434.00
Penelec	\$433.49
Pa. One Call	\$2.55
Pitney Bowes Purchase Power	\$50.00
PSAB	\$45.00
RBA Professional Data Systems	\$43.28
RPM Group	\$2,950.00
Selective Insurance of America	\$551.00
South Waverly Borough (reimbursement)	\$38,640.59
Taylor Garbage	\$180.73
Teledair Communication	\$180.73
Teledair Communication	\$50.00
The Morning Times	\$24.60
Valley Energy	\$44.41
Zoom Video Communications, Inc.	\$158.89

Best Line Equipment	\$102.93
Dandy Mini Marts	\$306.46
Penelec	<u>\$1,071.72</u>
TOTAL	\$73,542.90

Manager Huckabee present the 2022 Minimum Municipal Obligation (MMO) for 2022. After the calculations, \$13,716 will be due next October after the state funds are received. Motion by Myers, seconded by Wood to accept the 2022 MMO for \$13,716 as presented. Motion was unanimous.

The borough received a letter from Taylor Garbage regarding the new cost for trash pickup. It will be \$113.24 compared to the \$86.95 per month we pay. We received a price of \$80 a month from Casella Waste. Motion by Dr. Porter, seconded by Myers to change to Casella for trash pickup. Motion was unanimous.

Discussion followed about a new Borough dump truck. Huckabee got an updated price from Hondru Ford for 2 that are on their lot. A white F600 and a yellow one. The \$55,945.00 plus \$660 for a yellow. Wood suggested we ask for the \$660 and also a trade in for our current truck. Wood stated county planner stated we could use the funds as public safety under the Cares Act funds. Huckabee stated the other ½ of the funds will not arrive until July 2022. Discussion followed. Dr. Porter made a motion to purchase a new truck with the cares act funds, seconded by Parrish. Motion was unanimous. We still need to get the updated package of the bed, plows, etc. from Bradco. We budget \$105,000 for the total purchase. If we can't get the package items for the next 4 to 5 months, we might as well order the chassis. Foster stated funds from the Cares act can be used.

#### COMMITTEE REPORTS

Mayor Tim Hickey reported the police department reporter 40 incidents with traffic warnings or citations.

Dick McConnell and Missy VanNess from the fire department asked the borough if they could have a modify boot drive with trash cans instead of boots. The cans would be in the middle of the road and the fireman would be on the side. They presented a map and it would be on Pitney east of Elmira, Pitney west of Keystone and on Fulton St before and after Yanuzzi and east and west on Yanuzzi. Huckabee asked if they contact PennDot since they were state roads and they stated they had not but would. The want to do this on October 2, 2021. Motion by Dr. Porter, seconded by Myers to allow the modify boot drive. Motion was unanimous. Hickey stated the ceiling is completed. VanNess stated they would like to put a shed beside the pump shed if there is room to store the xmas decorations since the floor of the loft area is rotten. Lohmann will look at areas with them.

Huckabee received a letter from DOT rep. Steve Kehoe and he stated it appears that Elmira St was not a turn back but an abandonment from the state. It appears that the borough is owner of road as well as drainage structure

Wood stated he received another call from Bottone located on Martin St regarding the water problem when it rains in her driveway and now she has another sink hole. Discussion followed about the old canal runs thru there also.

Wood said he would look again when it rains to see if there could something we could do with a drywell. We had talked about a ditch Wood stated he doesn't know if it is borough problem.

Lohmann stated he has a concern about the handicapped ramp and it is sinking in places. Wood stated he would ask a structure engineer to come up and look at it and in the meantime close it down.

Lohmann reported he has filed at Magistrate and awaiting a hearing notice for a code violation.

Wood stated Bishops finished the road project and he is happy with it. Motion by Wood, seconded by Dr. Porter to approve payment \$31,946.10, which \$25,000 will be from the Impact Fee funds and remainder will be from general fund. Motion was unanimous.

Foster reviewed his monthly report. Motion by Dr. Porter, seconded by Myers to approve the following hard harmless agreement. Motion was unanimous. The following hold harmless agreement was written and signed by Ron and Karen Fraley for them mowing part of our utility corridor.

### **HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this day of \_\_\_\_\_ 2021, by RONALD AND KAREN FRALEY, 2226 PENNSYLVANIA AVENUE SAYRE, PA 18840 party of the first part; and SOUTH WAVERLY BOROUGH, SAYRE, PENNSYLVANIA, BRADFORD COUNTY, a municipal corporation, party of the second part; WHEREAS, RONALD AND KAREN FRALEY, own property adjacent to a utility corridor under the control of South Waverly Borough WHEREAS, the utilization of volunteers to mow Borough property will enhance the health, safety, and welfare of the Borough and volunteer's property. WHEREAS, RONALD AND KAREN FRALEY, request permission to maintain the grass area in the utility corridor adjacent to their property on a volunteer basis. WHEREAS, in exchange for their lawn mowing activity on Borough property adjacent to their property. RONALD AND KAREN FRALEY, hereby agree to hold harmless, release, waive and forever discharge from any and all claims and/or liability resulting from the mowing activity and/or personal injury claims including any property damage claims as a volunteer; AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2021 this Stipulated Hold Harmless Agreement ("Agreement") is made and entered into between: RONALD AND KAREN FRALEY ("Volunteers") And SOUTH WAVERLY BOROUGH ("Owner"). In consideration of the mutual covenants contained herein and as consideration for the grass mowing and lawn care activity intending to be legally bound, RONALD AND KAREN FRALEY ("Volunteers") And SOUTH WAVERLY BOROUGH ("Owner") hereby agree and stipulate as follows: 1. RONALD AND KAREN FRALEY, agree to hold harmless, release, waive and forever discharge SOUTH WAVERLY BOROUGH from any future claim or cause of action arising from and/or liability resulting from mowing a portion of the utility corridor adjacent to their property controlled by SOUTH WAVERLY BOROUGH as a utility corridor including but not limited to any personal injury claims and any property damage claims or loss. This agreement will continue in full force and effect until the premises transferred to a thirty party or terminated by the parties. 2. Each party to this Agreement represents that they have carefully read and fully understand the terms, conditions, meaning and intent of this Agreement. Each party specifically acknowledges receipt of a copy of this Agreement before signing it and understands that each and every provision of this Agreement is binding. 3. This Agreement may be executed in one or more counterparts and by facsimile or electronic mail, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement. The terms of this Agreement shall become effective upon the signature by respective parties and shall be binding upon the parties. 4. Whereas RONALD AND KAREN FRALEY, recognize the need to properly take care of the landscape needs. 5. This agreement can be terminated with thirty (30) days' notice to the volunteer or the Borough. 6. All of the WHEREAS paragraphs are made

a part of his agreement. 7. The areas to be mowed are those areas under the Borough control as Paper Streets that contain a utility corridor and are adjacent to the volunteer's property. IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have executed this Hold Harmless Agreement on the date first indicated above.

#### OTHER BUSINESS

A letter was received from Cathy D'Ortona asking if the Borough would consider helping Waverly TN like Waverly NY is. Discussion followed and if we considered helping we would locally.

Next budget meeting will be October 4, 2021 at 5 p.m. and our regular meeting will be 6 p.m.

Meeting recessed into executive session at 7:15 p.m. for personnel matters. Meeting reconvened and motion was made to allow the hall to be reserved by Mansfield University Sayre for a Halloween party on the 29<sup>th</sup> of October. Motion was unanimous. Meeting adjourned at 8 p.m.

Respectfully submitted,  
Valorie Huckabee  
Manager, Secretary, Treasurer