Typed: December 14th, 2015

The regular monthly meeting of the Board of Supervisors of Cass Township was held Thursday, November 24th, 2015 at 6:30PM at the Township’s Municipal Building, Duncott, PA

Present at the meeting: Debbie Klotunowich, Mary Beth (Doyle) Matz, Dee Kulpcavage, Mike Sorokach, Lynn Schies, Craig Schies, Anna Marie Cason, Eugene Cason, John Kellman, Tom Graydus, John Lenick, Elvin Brennan Jr., Denise Brennan, John Pritz, Rob Feryo, Ron Kramer, Gerald Sternick Sr., Chris Ternowcheck, John Olenick, Nancy Walaitis, Tina Skibiel, and Mary Lou Bergan. There is (1) illegible name on the sheet.

Chairman John M Walaitis called the meeting to order.

All recited the Pledge of allegiance to the flag.


Edward M. Brennan, Solicitor - present.

Evelyn J. Bergan, Secretary/Manager - present.

William Kattner, Patrolman CTPD - present.

John states that the minutes from the October 2015 Supervisors meeting, as well as, the November Special Meeting Minutes have been placed at each seat. Please review them and inform the Board if there are any changes. John asks for a motion to dispense reading of both sets of minutes and accept as typed if there are no corrections or omissions. John calls for a motion to accept the minutes as typed. Mike makes the motion. James seconds. Motion passed. Roll Call of Officers - Unanimous vote.

John calls for public comment/discussion at this time.

Please raise your hand; state your name & address for the record.

Elvin Brennan, 561 Forest Lane – Asks if the Board is going to award the contract for the building and states that if they are, he thinks in January that will change and asks Solicitor Brennan how much it will cost. Ed asks if he means as far as the building. Elvin states to get rid of the bid. Mike Kulpcavage asks Elvin if he already has his mind made up already before even knowing any of the facts or figures. Elvin states that during a conversation he had with Mike, he said he was totally against this new building because of the way it’s built and where it’s located. Mike said that is not what Elvin told him – he states that Elvin said it would be determined on whether or not this (current) building was sold. Elvin said he also commented on how the building was being built and where it was being built. Mike asked Elvin if he did or did not ask him to come to a meeting to discuss all of this so he understands the financials. Elvin says yes, but then states he didn’t know why Mike wanted him to come to a meeting. Mike said you just said yes and now you’re saying no. Tom Graydus states that Elvin’s question was what is it going to cost to rescind the contract. Mike addresses Tom and states let Elvin speak for...
himself. Mike asks Elvin again, did I or did I not ask you to attend the meeting. Elvin writes you asked me to attend the meeting but you said it was a work session. Mike states yes. Elvin states he was told it wasn't a work session. Mike asks by whom. Elvin wouldn't name the person but states Mike will know later on. Mike asks Elvin again who it was and asks him to tell everyone who it was that said it was not a work session. Elvin states all Mike wants is him to be talking. This discussion began to get heated and loud. Solicitor Brennan responds to Elvin by stating he was asked a question so he'll answer it; and asks Elvin if he is asking that if in January, the Board would vote to rescind the contracts, how much would it cost. Elvin says yes. Solicitor Brennan states that he doesn't know, but he will say that when the Grayus lawsuit was filed, all of the contractors saw that it was filed and they are aware of it, in fact, Judge Russell pointed out when she stated that the contractors know about it, so they know there is a possibility that contracts can be rescinded. If the contracts are awarded before the end of this year, a new Board can rescind it. The expense depends on how far long it is in the process — even if you award a contract, there are still steps that need to be taken until getting to the Notice to Proceed, but even if it would get to that point by the end of the year, it can be rescinded. Elvin asks again what it will cost. Solicitor Brennan states it depends on the contractors because they wouldn't be able to argue that they are entitled to the whole contract because the job would just be beginning, but there would probably be site work and other costs. Mike states it will be a lot of money. Ed states that to honest, if the contracts were awarded, he really doesn't know what the cost would be; there's no way to determine it at this point. Elvin states that the cost is going to fall back on John and Mike. Mike states he feels it'll be on the new Board. Elvin states that it isn't because John and Mike are voting — the new Board isn't voting — the new Board is against it -- which means him. John Walaitis asks Elvin what he is going to do, stay in this place. Elvin states we'll stay in this place until the roads are done. Elvin states that Mike is sitting there laughing so that means the roads aren't getting done. Mike addresses Elvin and states that he won't even come to a meeting to listen to the facts and figures - he has his mind made up before he's even in office; his mind is closed. Elvin asks Mike if he knows how many roads can be done with $700 and some dollars — how many roads that money would fix. James Wentz asks Solicitor Brennan if a Notice to Proceed can be given this year since the money is in next year's budget — it's not in this year's budget. Solicitor Brennan responds yes. James states that he agrees with Elvin and gives notice that he will make a motion to rescind the vote in January. Elvin states that he and James are against the building so if John and Mike pass it, they will be spending the money. John replies no. Mike states they don't see it that way. James asks if there is an engineer here tonight from Alfred Benesch's office; stating that it's nearly a million dollar contract and no one is here from their firm to answer questions from the residents. Mike asks what questions do you have for them. James asks why is a grinder pump being used at the top of a hill. He goes on to state that the new building is being built where the old school building was and from everyone he speaks to relating to the history of the Township and Condos, he was told that Tooley never took anything off the property; there's a good chance there is a foundation full of garbage on that property. Mike states that an environmental test has been done. James asks if they dug into ground or used sonar. Mike states the test was done and it passed. James asked if we have results and how do we know what is underground, and asked what test was used. Mike states he doesn't have the results at this time, but Miners Bank sent their people to do the study — they had (6) quotes, and they took the best quote and was it was finished. It was found to have very low risk tolerance. James asks to confirm that there is no chance there is demolition debris in that area. Mike states very low risk.
James then asks what is the contingency with the loan amount for the building. Mike states there’s a contingency on every item of 20%. James asks Mike if the Board is budgeting an excess of 20% of the actual cost of the building. Mike states yes. James asks to confirm that if the Board goes over 20% of the budget, then they are covered. John and Mike both reply yes.

Lynn Schies, Forestville – States that the storm drain on Line Avenue that was supposed to be installed has not been put in yet and asks why. Mike tells Lynn to ask James. Lynn states she would like John to answer it. John replies because Jamie didn’t do it yet. James states he was told not to purchase the catch basins using General Fund money. Lynn states that it’s in the budget. Mike states it comes out of State Aid. James states that the Treasurer controls the money that is spent, and he was told not to purchase them. Mike states it comes out of the State Aid Fund. James states it doesn’t have to. Lynn asks why it’s not in. Mike replies to ask Jamie, he was told to go ahead a month ago as long as he used certified products like he supposed to do. James states he was not told to do that. John states yes, he was. Lynn asks if it will be started next week. James states that the pipe should be in next week. Lynn asks if will be started next week and questions if the cost will matter. Mike replies that it was never stated that cost doesn’t matter – we have to stay within a budget – that’s what a budget is for – why does everyone think you don’t need to stay within a budget. This discussion continues and Lynn asks again if it will be put in. James states that he cannot answer that question until he gets a price to be sure it fits into the budget; he adds that even the liquid fuels representative recommended that we buy the un-certified catch basins and use general fund money, but when questioning the Treasurer, he said general fund money could not be used, and the state certified catch basins which are 40% more than un-certified, but if it’s in the budget, he will order one state certified catch basin tomorrow. Lynn asks what if it’s over what’s in the budget. Mike asked if they have a money tree. Lynn asks if general fund money could be used. Addressing Mike, Lynn states that the Board used $18,000 to pave a road that was not in the budget, but was paid out of general fund for no reason at all. Mike states it was budgeted for several years but never got finished. John states it was listed in the projects for (5) years. Lynn states that she asked for this for years – ever since the sewer was put in, there was an existing drain there and when the sewer was put in, someone said not to put the storm drain in and it was cut out – then the bridge was put in and all the water run-off is coming into her yard. She doesn’t care what it costs, it has to get done because it’s ridiculous and adds that there was a Township worker sweeping rocks in front of his garage on our time and we are paying for it, but they can’t put a storm drain in. Lynn goes on to state that (2) people saw him sweeping rocks in front of his garage. Mike asked who she was talking about. Lynn states she is talking about a worker. Mike asked if it was a Township worker. Lynn replies yes it was. James states he doesn’t work for the road department full-time and that she should’ve taken pictures; someone took pictures of them fixing a Supervisor’s driveway last year. John states it was not his driveway. James states that was the complaint he got, and he doesn’t know if it’s the Township workers garage either.

John Pritz, High Road – Asked can a municipal government body enter into a contract that would bind future government bodies. In other words, can this body right now enter into a contract that can carry over into next year because one of the Board members is leaving; he states that answer to that is no. Tina Skibiel addresses Mr. Pritz and states that he should read the whole article. Mike states that he only reads what he wants everybody to hear. John (Pritz)
continues on to read that no legislative body can take action that will bind it's successors into a contract that will extend beyond the term for which the members of the body were elected; so one guy is leaving, you can't enter into any contract that is going to bind the incoming board; adding that is taken from the Pennsylvania Legislators Municipal Desk Book – Fourth Edition 2014. Solicitor Brennan states that John (Pritz) asked him about this and Judge Russell addressed this issue – she's pretty smart and knows the law. John states that it's written in the article and it's against the law and states he wants it entered into the minutes. John then states his second issue is that he wrote the Board members a letter and he asked if they got it. Evelyn said she signed for them, they got it. John states that in the last paragraph it states that what he is requesting is not unreasonable because it can only delay this project by (2) months and asked if that is unreasonable. John then states the next item he sent to the Pottsville Republican to the Editor about all the things he talked about and it'll be in the newspaper shortly. Deb Klotunowitch asked if he signed his name to it. John (Pritz) replies yes. Mike comments that's a first.

Ron Kramer, 759 Forest Lane – States he didn't see in the paper where the garage portion would be awarded so he assumes it won't be decided tonight and asks if that is true. John replies true. Ron asks what provisions does the Board have for that fact and do two buildings still need to be maintained. John states that when this building is sold, the new storage building will go up. Ron asks to clarify if this building does not have a buyer, tentatively, this will remain the garage portion of the Township. John replies yes, for this winter. Mike agrees. Ron then asks when the design of the building and square footage was determined – asking if it was decided within the last year. Mike states it's been longer than a year that we have been working with the architect. Ron states that if and when the building does come to be, the Forestville road is a total disaster and has complaints about the road being dangerous – specifically mentioning left hand turns and the bad visibility. He states he realizes they are not Township roads but maybe if the Township has influence with the State maybe something can be done. Ron goes on to add that the turn going toward Buck Run in Primrose is a disaster waiting to happen as well – he responded to (4) accidents in the past (3) weeks – the road is like glass and when it gets wet, it's even worse – maybe someone could mention it to PennDOT because there was a head on accident there recently. James asks if it's by Owl Lane. Ron replies yes.

Gerry Sternick Sr, 12 Lily Lane – States that he read in the legal notices that the owners have the legal right to reject any and all bids and asks who the owners are. Mike and John both reply the Board of Supervisors. Gerry questions if the residents have nothing to do with it. Solicitor Brennan states that he wants to explain – assuming Gerry is speaking of the advertisement for bids for the new building that was in the newspaper; the Township/Board of Supervisors as an entity is the owner which is the governing body. Gerry makes comment about the people voting. Solicitor Brennan assumes Gerry is speaking of a referendum and replies that the State does not allow for referendums in this type of situation; the last time that people tried it was when the school board built the new high school in the early 70's even though it was said that most people were against it, it was built regardless but there was no referendum. Gerry asks who signed the papers. Solicitor Brennan responds no one signed papers; they (the Board) voted on advertising for bids. The advertising is drawn up by the engineers.

Elvin Brennan Jr. – States this question is for Mike – how much money did the Board spend on the architect and engineers. Mike said the total would be around $45,000 - $50,000. Elvin
asked where the money came from. Mike replies it comes from the budget. Elvin asked if it was in last year’s budget. Mike said yes and the new building fund. Elvin states that he didn’t see any money taken out of the new building fund. Mike replies there has been plenty taken out of the new building fund. Elvin states not according to the papers he has in his hand. Mike states there’s been over $40,000 spend out of the new building fund. Elvin states that there’s a $141,000 in it already – which means there should be $180,000 in it. Mike replies there was never a $180,000 in it at one time, money was taken out and money was put in; bills were paid and money was put in. Elvin states not once did he see any deductions on the papers. Mike said you most definitely have had to. This discussion continues – Mike states that he will have the transactions for Elvin for next month’s meeting. Elvin states Mike was supposed to bring him papers about how much the new building would cost and he didn’t. Mike responds that he has them, but Elvin didn’t show up for the meeting that was scheduled, and asked what Elvin thought the meeting was for – it was to go over everything – it was a meeting that Elvin did not attend – one that they paid the Attorney to attend, they moved the day and the time, and they had the Attorney come to this office for an executive session and all were supposed to be in attendance, but Jamie did not attend and Elvin did not attend. Elvin asks what kind of meeting was it. Mike replies an executive session. Elvin said Mike told him it was a work session. Mike states it was an executive session and that’s what you were told. Tom Graydus asks isn’t it an executive session just for the Supervisors. John replies yes. Tom states Elvin is not a Supervisor until he’s sworn in. Mike states he is a Supervisor elect; the Board was extending a courtesy to the man to give him information so he knows what he is coming into. Tom Graydus states it’s not legal. Solicitor Brennan states it is legal – he is an incoming official; there is ongoing litigation and Ed needs to brief him on these issues because he may need to make decisions right away so as the Solicitor understood, they were meeting to discuss issues that are still on the table. James states he didn’t know Elvin was invited to that meeting. Mike states you didn’t show up. James states that he is told the meetings are cancelled or postponed; he is never asked can they be changed; he shows up and is sitting on the porch of the lawyer’s office and nobody shows up. Mike states that was (1) time. Solicitor Brennan addresses James and states that was his fault.

Tom Graydus, Primrose – Asks how much the Board is planning on borrowing for this new building; how much will be financed. James Wentz states that he has the same question as Tom – what is the loan amount. John asks Mike if he’d like to present it. Mike replies he will present it in the financing part of the agenda.

Gerry Sternick states whoever signed those papers for the bids, they are liable for it. He continues on with other comments. Solicitor Brennan states we went over this already.

Chris Ternowchek asks what if this building never gets sold. John and Mike both states they are confident that it will.

Lynn Schies asks what the expenses for the new building are for. Mike states that she should be asking that during the report, but he will answer her anyway and replies they are for an environmental study and a bank appraisal.

Ron Kramer – Asks were any other options considered for the building as far as structure; did anyone ever consider a pole building. Mike replies yes, they talked about steel structure and a
pole building and they were found to be not feasible. Mike states that a steel structure would have been much more costly. Ron asks about the pole building option. Mike replies a pole building is a pole building as far as he is concerned. Ron states he’s only asking because he happens to know people from Union Township in Lebanon County and they put up a pole building; it’s beautiful – they built it less than (2) years ago for less than $500,000 complete.

John Pritz addresses Solicitor Brennan and states that Ed stated in the paper that the current Township building sits on leased ground which makes it difficult to obtain financing for improvements and asks if that means the Board has thought about making improvements. Solicitor Brennan states he made that statement when he was asked about the current building being on Reading Anthracite ground and explains that when applying for grants, you must certify that you own the ground or can’t get the grant. John makes comment that Child Development got grants when he was here. Ed explains that Child Development got money from Senator Rhoades as an outright grant, but when a municipality applies for grants, they need to certify they own the ground or they don’t get the grant. John asks, if that’s one of the big bottlenecks, why didn’t we consider buying it from Reading Anthracite. Solicitor Brennan we are waiting for an answer from them. Mike states we have been trying (to purchase the ground from them). John Walaitis states this has been an ongoing process for the past few years. John (Pritz) asked if the Board has ever considered eminent domain. Solicitor Brennan states yes, but that is much more expensive, but it’s an option. John (Pritz) states it’s much less expensive than the new building. Solicitor Brennan states that negotiating with Reading Anthracite is much less expensive than the eminent domain process so we are negotiating with Reading – stating that they have a bunch of houses on their properties that need to be torn down throughout the Township that’s going to cost them money, maybe we can work together and possibly buy this ground at a reduced rate and get a grant or some type of funding to tear those houses down, but we haven’t gotten an answer from them; however, if push comes to shove, we can take it by eminent domain – although there may be issues on settling on a price, so then a board of (3) would need to make that decision. John (Pritz) states that there has to be an end to it and why did you make it end. Ed replies because we are waiting to hear from them about this issue, as well as, on the Cherry Valley Waterline. John (Pritz) comments that it should go to the courts. Solicitor Brennan replies no, that should be our last resort. John states it’s a little bit late. Ed states no it’s not, the building can still be sold. John states he is not talking about selling the building, he’s talking about keeping it. Solicitor Brennan states he was only talking about what it would take to take title of the land. John (Pritz) asks why do we want this property if there is a new building. John Walaitis replies we don’t. Mike replies this building is a money pit.

Lynn Schies asks how much money is budgeted for the roads next year. Mike replies that would under state payments - $75,181.00.

Chris Ternnowchek states that she assumes with this new building there will be cameras and a macadam road, etc. and asks where all the money is coming from – is it all included. Mike responds it’s all in the financing, all included in the bids.

Tina Skibiel, Pine Knot – states that she would like to respond to Mr. Pritz and goes on to say that she was very active in Clover Fire Company during the building of their new garage which sits on Reading Anthracite property. She and (2) other members had to go to Harrisburg to
obtain a letter from the Curran’s who were the acting people at that time which stated they would allow the fire company to build on the property and not touch it for at least (10) years. The fire company was not able to get a grant to build; they had to get a mortgage because you cannot get a grant if it’s leased ground. Elvin asked how they got a mortgage if they don’t own the property. She states they were able to get a USDA farmers loan at a higher interest rate.

Chairman Walaits closes the audience discussion and moves on to the agenda items.

**Hazardous Mitigation Buy-out** - John states that the Board needs to pass a resolution relating to the program. Solicitor Brennan explains that PEMA is asking the Board to pass the resolution authorizing and designating James Wentz as the Agent to execute, on behalf of Cass Township, all required forms and documents to obtain financial assistance for the Hazardous Mitigation Grant Program which includes (3) properties. John makes the motion to authorize the designation of agent and pass the resolution. Mike makes the motion. Motion passed. Roll Call of Officers: Unanimous Vote. Solicitor Brennan adds that relating to this issue, there are some houses that are located on Reading Anthracite property for which they won’t do the buy-out; however, there are conflicting stories between FEMA and PEMA - PEMA’s official position is no buy-out on leased property; and FEMA, according to some sources, states that may change but we haven’t heard anything yet.

**Schaeffer’s Hill Payment** – John states this payment is for the most recent paving project on the Quandel’s side of Schaeffer’s Hill Road. The total cost of the project is $142,792.58; with a retainage of $13,808.48 (10%) to be held until Spring 2016. The amount to be paid at the present time is $124,276.31 plus $4,707.79 for change order # 1 which equals a total payment of $128,984.10. John asks for a motion to approve payment. James makes the motion. Mike seconds. Motion passed. Roll Call of Officers: Unanimous vote.

**New Building Contracts:**

**Base Bid + Alternate # 1 + Alternate # 2 + Alternate # 3 + Alternate # 8 =**

Alternate # 1 – Deduction of the carport; Alternate # 2 – Deduction of vinyl siding in lieu of cement board; Alternate # 3 – Deduction for wood studs in lieu of construction steel studs; Alternate # 8 – Addition for paving in lieu of compacted stone parking lot – meaning that the whole area would be paved.

Contract A -- Building -- ECI Construction, Inc. = $568,116.46
Contract B -- Electrical -- West End Electrical = $115,379.00
Contract C -- Plumbing -- Reilly Mechanical Construction = $39,100.00
Contract D -- HVAC -- Spotts Brothers, Inc. = $37,440.00

*Total Project = $760,035.46*


**New Building Financing** – Mike states that the financing for the new building would be through Miners/Mid-Penn Bank who gave the Township the best proposal with a rate of 2.97% for (5) years – then after that, the rate would be negotiated or floated at 70% of the prime rate. The first year of construction is interest only - so it'll be about $23,000 interest during construction for 18 months. The payments would be $3,583.33 per month ($43,000 per year) based on a 25 year amortization and a loan term of 21.5 years. James asks if the mortgage for the building is $760,000. Mike replies yes. James asks if the New Building Fund will be applied to it. Mike states that we will put a down payment on the financing from the New Building Fund. James questions if you are still going to mortgage the full amount. Mike states we still have to decide what we are going to do with that and how much; we may put $100,000 down on the loan. James states that when the New Building Fund was started it was based on percentages for the Police Department and the Road Crew. Mike replies square footage. James agrees and states so much money was to be used for each department; he asks since we are not building a road crew facility, how much of that money will not be included. Mike states he agrees, and at this moment, he doesn't have those numbers, he'll work on it. James asks Mike after the first year of construction, what is the liability for 2017. Mike states again that liability/payments are $43,000 a year after the first year of construction. James asks to clarify that the interest and principal will be $43,000 per year, but the first year is interest only at $23,000. Mike replies yes. James asks what was budgeted. Mike replies that $23,000 (interest) was budgeted. James asks to clarify that this year; the Board budgeted $23,000 and next year, they would need to budget $43,000. Mike replies correct, but money was also budgeted for things that won't be needed next year such as furniture and other expenses, but it'll be much less. John asks for motion to accept the proposal given by Miners/Mid Penn Bank as the Mike has presented. Mike made the motion. John seconds. Motion passed. Roll Call of Officers: Mike Kulpcavage – aye. John Walaitis – aye. James Wentz – nay.

**Planning Commission:** John states there was no meeting held.

**Treasurer's Report:** Mike read the October 2015 report. John makes a motion to accept the report as read. James seconds. Motion pass. Roll Call of Officers: Unanimous vote.

John states the Board would like to take formal action to accept as read the treasurer's report and pay all outstanding bills as can be paid at this time. Reports are on file for review. John makes motion. James seconds. Roll call of Officers: Unanimous vote.
Municipal Authority report: John states there was no meeting held.


Correspondence: None.


Old / New Business:

Cherry Valley Waterline: Solicitor Brennan states that we have been talking with Reading Anthracite hoping to save money by avoiding eminent domain. A few years ago, they gave the Township an easement for the Mackeysburg Waterline. He adds that he explained to their lawyer that this cannot wait any longer so the Township will now proceed. Ed states that we can still negotiate; it has been his experience with Reading Anthracite that sometimes they have so many things going on they won’t do anything until we file something, but he was hoping to avoid that expense; however, he understands that in the Spring, the Township would like to get started with the project. Ed goes on to explain that he contacted the gentleman who would perform the appraisal which will give the easement a dollar value amount. Once information is received from him, while filing the paperwork for eminent domain, a check will be needed for that amount made out to Reading Anthracite and then action is taken to take title to that easement right away. They can take the Township to court to state they want more money, but as long as there is an appraisal and payment is made, we can go ahead.

Thomas Graydus Lawsuit: Solicitor Brennan states he found out about this lawsuit when he read it in the newspaper. He goes on to explain that on November 9th, Graydus sought an emergency intervention to stop the Township from entering into contracts for the new building. Judge Russell held a hearing and rendered her decision on November 20th – Ed appeared in court; Jamie Wentz was also there, the other (2) Supervisors could not attend. Mr. Graydus was also not there; he was represented by counsel. The Judge entered her order and explained the allegations, she then talked about the judgment they wanted entered in a phrase they have in the law business called a mandamus action – the purpose is to compel the performance of a mandatory duty or act by a government agency or personnel rather than to say you can’t do any particular activity that involves any amount of discretion. She wanted to define that a court may direct a government agency to act relative to an act or duty, but it may not direct a government agency to exercise its judgment or discretion in a particular way nor may it direct the agency to retract a reverse action already taken. A mandamus action may only be issued when there is a clear legal right existing in the plaintiff - in this case, Mr. Graydus. The corresponding duty on the defendant – in this case, Cass Township – she specifically found that even if they assume Graydus’ allegations were to be accepted as true, Graydus did not explain why, under applicable law, he is entitled to any relief. The Judge further held that this mandamus request must name as the defendant, the proper officials of the municipality which
he did not. The case was filed just against Cass Township which she found that to be an error. She went on to state that even if the Court were to overlook the problems for Graydus presented by the issues and consider this motion as one seeking a preliminary injunction, Graydus did not avidly explain why an immediate court intervention would be necessary - because a new board of supervisors would not be bound and could, upon being reconstituted, change the contracts or avoid them. The next thing she pointed out at the time of the hearing, was that Graydus' counsel stated that he simply wanted to address the Court and argue his motion. They presented no evidence what-so-ever - not one witness. The Judge also recites that as counsel for Cass Township, Solicitor Brennan indicated that the complaint was not served and that we intended to ask for the complaint to be dismissed and that the Solicitor was just there to argue the preliminary judgment. She also found that there was no proof to support any entry of injunctive relief, there was no claim or proof of immediate harm nor was it anything established by the plaintiff (Mr. Graydus). The Township argued that Graydus had no standing to proceed with this action or to seek any relief what-so-ever - Solicitor Brennan explains that 'standing' is a legal concept which means not just anyone can bring a lawsuit; you must have some standing or basis to do so. The Judge indicated that this claim by the Township that Graydus has no standing is not frivolous and that it would be appropriate for the Court to dismiss the action in its entirety. The Township will have the opportunity to raise the standing issue later and Solicitor Brennan anticipates that the Court will throw the lawsuit will get thrown out. Judge Russell also indicates that there is no evidence of record, no merit to the motion, bare allegations do not constitute proof, and she dismissed that motion. The lawsuit is still pending so you have (2) things - to file a lawsuit then ask for special relief. At this point, based on her opinion, Solicitor Brennan believes the suit will be dismissed. There will be an additional hearing, a brief has to be written and he has to file objections. He will get in contact with the Sherriff's Office and Gerry Daley after the holiday and will proceed with motions to dismiss. Mike Kulpcaavage states that these frivolous lawsuits that are being filed by the residents are costing the Township a lot of money. Solicitor Brennan states that Mr. Graydus filed this one and he agrees that it is frivolous and the Judge stated it had no merit. Mike asks Solicitor Brennan who pays for the Attorney fees for these frivolous lawsuits. Solicitor Brennan replies the Township.

**Duncott Hose:** Solicitor Brennan states that he met with South Cass Fire Company since he will be representing South Cass in order to facilitate wrapping up that whole matter. Recently, correspondence was received about some contaminated soil at the Duncott Fire Company building and DEP is asking that they do some further studies on it. Ed doesn't think it's going to be a big deal, but like the IRS, you must provide what they are asking or you may not proceed with the sale of the building. He states he explained this situation to the fire companies and he believes the realtor has explained it to Mr. Wentz who is purchasing the property. This issues is the reason for the delay in the sale of the property.

Solicitor Brennan states he would like an executive session at the end of the meeting to brief the Board on other items of litigation and then come back to adjourn. Solicitor Brennan asks Elvin Brennan to join the Executive Session to bring him up to speed with some issues. Elvin states he doesn't think so - not after what he has seen tonight. Ed states there are other issues unrelated to the building that need to be discussed, but if he prefers, he can call Ed to discuss. Mike addresses Elvin and states there is other Township business and other issues that he
needs to hear that need to be addressed and dealt with. Tina Skibiel addressing Elvin states that he was voted in to represent the Township. Mike states he doesn’t want to. Tom Graydus states wait until he’s been sworn in. Solicitor Brennan tells Elvin that there are some things going on that he may have to act on in January so if he doesn’t want to join in now, he should really call Ed so he can brief him on what is going on since there are other things that need attention within the Township unrelated to the new building.

7:32pm – Chairman Walaitis called for an executive session.

7:58pm -- Chairman Walaitis resumes the meeting and with no further business at hand, John makes a motion to adjourn. Mike seconds. Motion passed. Roll Call of Officers: Unanimous vote.

Time meeting adjourned: 7:58pm.

ATTEST: John M. Walaitis, Chairman
Time of adjournment: 7:58pm

ATTEST: Michael C Kulpcavage, Vice-Chairman
Time of adjournment: 7:58pm

The next monthly Cass Township Supervisors meeting will be held Thursday, December 17th, 2015 at 6:30 pm at the Cass Township Municipal Building, Duncott.