

BEFORE

NEW HOPE BOROUGH COUNCIL

In Re: Work Session

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MONDAY, JUNE 4, 2018

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A public meeting was held at the Borough Municipal Building, 125 New Street, New Hope, Pennsylvania 18938, commencing at 4:02 p.m. on the day and date above set forth, before Tara Wilson, Professional Reporter and Notary Public in and for the Commonwealth of Pennsylvania.

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DOYLESTOWN, PENNSYLVANIA 18901

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1        **BOROUGH COUNCIL:**  
 2        Alison Kingsley, President  
 3        Connie Gering, Vice-President  
 4        Laurie McHugh, President Pro Tem  
 5        Peter Meyer (via telephone)  
 6        Ken Maisel  
 7        Tina Leifer Rettig  
 8  
 9        Karen MacNair, Gilmore Associates  
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1                    MS. KINGSLEY: Call the meeting to  
 2                    order. Present are Tina Rettig, Connie Gering,  
 3                    Ken Maisel, Laurie McHugh, Alison Kingsley,  
 4                    engineer, Karen MacNair; three members of the  
 5                    public; and our guests from Cintra, Joe Price and  
 6                    Peter Stampfl.  
 7                    And since -- we already did move you up  
 8                    to the top. So, go ahead.  
 9                    PETER STAMPFL: Thank you. Since we  
 10                    met last, we've done some more research and  
 11                    homework to answer some of the questions you had.  
 12                    If you wouldn't mind passing these  
 13                    around.  
 14                    The first slide we're showing you are  
 15                    the existing features as they currently sit  
 16                    today. In the center is the Cintra mansion, the  
 17                    three cottages and then the barn. So those are  
 18                    the existing structures that are on the site.  
 19                    We're proposing to pretty much keep what Mr.  
 20                    Hillier's had approved a few years ago.  
 21                    PETER STAMPFL: The Cintra -- is going  
 22                    in the center, the barn and --  
 23                    (Cell phone interruption.)  
 24                    MS. GERING: Hold on, I'll put you on  
 25                    speakerphone.

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1                    PETER STAMPFL: The two cottages are in  
 2                    gray and the third cottage --  
 3                    (Peter Meyer phoned in.)  
 4                    PETER STAMPFL: -- is shown here as  
 5                    part of Cluster 2, so that cottage is still there  
 6                    it's empty, it's Cluster No. 2. So all of the  
 7                    existing structures are being preserved similar  
 8                    to the previous approval Mr. Hillier had 29  
 9                    residences approved, we are keeping that number,  
 10                    we're not asking to increase the number of  
 11                    residences. One of the main differences between  
 12                    his concept and ours is, he was working on a  
 13                    rental model and we are a for-sale model.  
 14                    So what we looked at, we've done market  
 15                    research, we've engaged a market analyst and the  
 16                    feedback we got is that some of the residences  
 17                    were small for a for-sale model. So we looked at  
 18                    how can we increase the square footage of some of  
 19                    the residences and increase the square footage of  
 20                    others. The allocation of units -- the  
 21                    previously approved mansion had four residences  
 22                    that is still the case we're not changing that.  
 23                    The barn had six, we're proposing four, so we're  
 24                    reducing the number of residences in the barn by  
 25                    two. And the cottages, one as I mentioned, is

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1 absorbed in Cluster No. 2. The other two we  
2 would like to turn them to amenity space. One  
3 will be -- part of this will be fleshed out a  
4 little bit further through the market study --  
5 whether it's a fitness center, whether it's a  
6 meeting room, whether it's, you know, something  
7 else that residents that may prefer, it's kind of  
8 nebulous at this point, but it's going to be some  
9 amenity for the community. The other cottage  
10 since one of the things we're trying to do is add  
11 decks, patios for all of the residents, in Cintra  
12 the two upper floors because it's a historic  
13 structure, we want to maintain that, we're not  
14 gonna add any decks, balconies or patios off of  
15 the mansion. So what we'd like to do is take the  
16 cottage on the left-hand side of the screen cut  
17 that in half and that becomes the outdoor patio  
18 space for the two upper residences in the Cintra  
19 mansion.  
20 MS. KINGSLEY: I get the concept, but I  
21 didn't understand what you were cutting in half.  
22 MS. McHUGH: No, me neither.  
23 PETER STAMPFL: This cottage right  
24 here --  
25 MS. KINGSLEY: Right.

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1 PETER STAMPFL: -- which was the ice  
2 house, we're basically building a patio on the  
3 outside, putting a privacy wall down the middle  
4 of the patio and the space inside the ice house,  
5 which -- that was being divided in two for each  
6 one of the upper residences.  
7 MS. KINGSLEY: Oh, I see. So you're  
8 using that as at outdoor space?  
9 PETER STAMPFL: Correct. That gives --  
10 MS. RETTIG: Right. So it's not  
11 attached, they're going to have to go down and go  
12 to their own patio.  
13 PETER STAMPFL: Right. They'll have to  
14 -- it's not attached. That was the only way that  
15 we could think of getting them some kind of space  
16 that wouldn't interfere with either the front of  
17 the mansion, which we didn't want to do. The --  
18 we added some terraces for the lower level of the  
19 mansion for the residents on the lower level.  
20 And it seemed like a logical place to put it,  
21 it's tucked away, it's a little private, it  
22 doesn't interfere with any of the other private  
23 areas that the residents have for outdoor  
24 enjoyment.  
25 The clusters one, two and three, we've

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1 taken the two residences, the difference of the  
2 two that were in the barn, we've added those to  
3 the clusters and the cottages we've added --  
4 well, they were originally residences and we've  
5 add those to the clusters. So originally it was  
6 17 residences in the clusters, we're proposing 21  
7 so again, the number is still 29 that has not  
8 changed, we just allocated where they are  
9 differently across the project.  
10 One of the things that we wanted to  
11 point out also is in yellow you can see up top  
12 there was a Drive B that was proposed previously.  
13 We've talked about eliminating that, we didn't  
14 see the need for that. We've spoken with borough  
15 staff, we've met a few times, discussed it.  
16 We've spoken with Gilmore, with the zoning  
17 officer, with T.J. and no one came up with a  
18 reason why that had to still be there. So we  
19 felt that eliminating that impervious, would be a  
20 plus.  
21 Also for the residents on this side of  
22 Kiltie, lights as people drive down, they're not  
23 shining in their backyard in the back of their  
24 house. So we felt that they had a few positive  
25 things for the community.

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1 The other thing it does is, as you're  
2 driving down Bridge Street, the mansion now still  
3 has this nice lawn in the front, it doesn't have  
4 a drive cutting right in front of it. So we felt  
5 that from a historic standpoint, it's at least  
6 closer to what it was originally.  
7 The other thing that I'd like to point  
8 out is in the parking area you see a darker shade  
9 of gray, these are open air carports, parking  
10 areas for the residents. We're proposing  
11 approximately one covered space per residence.  
12 And the two pictures at the bottom they're for  
13 visualization, it's not exactly what it's going  
14 to look like, but it gives you an idea this is  
15 not an enclosed garage, it's not a building we're  
16 proposing, the air still flows through it, lights  
17 go, you know, comes in through the sides and the  
18 back for the carports.  
19 In the last meeting there was  
20 discussion about square footage since we're  
21 asking for relief from, I believe it's Article  
22 275, Section 46C8, parenthesis E, which restricts  
23 the use in any building for -- to 5,000 square  
24 feet. So since we're increasing certain things,  
25 what triggered it is, the mansion by adding some

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1 terraces, because terraces, patios, balconies all  
2 are factored into that calculation that triggered  
3 the zoning and this came out in our meetings with  
4 council and council staff. And so we've put  
5 together a matrix and that's what we passed out  
6 to you of the square footage, a comparison of  
7 what was approved previously and what we are  
8 requesting.

9 One the things that came out of this  
10 exercise, which we found interesting is, if  
11 you're looking at just the new construction  
12 clusters, the square footage of the residences is  
13 actually less than that was previously proposed.  
14 It's 23 square feet less on average. So we're  
15 adding more residences to the clusters, but they  
16 are smaller than what was previously approved.

17 MS. GERING: I'm kind of lost.

18 JOE PRICE: Yeah, this is a lot of  
19 information -- I apologize -- to try to absorb it  
20 all right here.

21 MS. GERING: What was the square  
22 footage that you were approved before and what  
23 are you asking for now?

24 MS. KINGSLEY: Here's what's previously  
25 approved.

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1 PETER STAMPFL: It's approximately  
2 10,220 square feet.

3 MS. RETTIG: Yeah, description of the  
4 gross area delta.

5 PETER STAMPFL: So the next thing is we  
6 looked at the common area. We do have elevator  
7 lifts (inaudible) hallways. Because we have  
8 additional residences, our common area increased  
9 slightly. So, you know, that is 985 square feet.

10 MS. KINGSLEY: That's on the surface?

11 PETER STAMPFL: That's correct. It's  
12 basically the lobby area for lack of a better  
13 term, foyer, lobby. Then we have the patios,  
14 decks and terraces. So you add that up and it's  
15 3,923. So out of all the additional square  
16 footage that we're asking for, 15,128 is  
17 allocated for those uses.

18 MS. GERING: And that's the additional  
19 that you're asking for?

20 MR. MEYER: That's correct, that's  
21 correct.

22 MS. RETTIG: And they're also asking  
23 part of the addition.

24 JOE PRICE: Part of the -- yes.

25 PETER STAMPFL: So then the residential

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1 MS. GERING: Where's the total, though?  
2 MS. McHUGH: Look over on the summary.  
3 MS. GERING: All right. So I saw  
4 22,700.

5 PETER STAMPFL: Right. That is the --

6 MS. KINGSLEY: (Inaudible).

7 MS. GERING: Okay.

8 PETER STAMPFL: If you would like to  
9 jump ahead, we certainly can be. The table on  
10 the right is the difference, the delta between  
11 what was previously approved and what we are  
12 requesting. And you'll notice the first item is  
13 basements. We're proposing basements for the  
14 three new construction clusters in the brown.  
15 That is almost half of the additional square  
16 footage that we're asking for. Through  
17 conversations with a market analyst, storage is a  
18 real plus and it helps folks not have to store  
19 things offsite, whether it's seasonal, whether  
20 it's, you know, bikes or things like that. So we  
21 felt by adding the basements, we could provide  
22 storage for the residents in the clusters.

23 MS. KINGSLEY: So that's approximately  
24 3500 square feet?

25 MR. MAISEL: No.

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1 living space, this is the proposed residences we  
2 wanted to show where the increase was. And part  
3 of it is, the Cintra mansion, the lower level was  
4 not fully utilized, in Mr. Hillier's plan, we're  
5 looking to incorporate more of the existing  
6 square footage into the lower level. In  
7 addition, you have the clusters, five are a  
8 thousand and ninety-seven square feet. Now, if  
9 you take the four additional residences, you  
10 divide it into that, it's roughly 1,250 for round  
11 number. So you can see we're not -- we're not  
12 suddenly adding 2,000 square foot units, they are  
13 what we consider modestly sized. They are one  
14 bedroom and two bedrooms and they are, I think,  
15 in keeping with what the market is for this type  
16 of a community.

17 MR. MAISEL: The previously approved,  
18 you don't have any deck patio designation for  
19 that. What was going on there? That was  
20 included in the living area or you didn't have  
21 any decks or patios?

22 PETER STAMPFL: There was none that we  
23 could find.

24 MR. MAISEL: There was none?

25 PETER STAMPFL: No. And we felt that

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1 is was something that we really wanted to provide  
 2 for the residents so that they could have a deck  
 3 or patio and sit and enjoy the fresh air.  
 4 JOE PRICE: Previously it was a -- it  
 5 was a rental type community.  
 6 MR. MAISEL: Right. But renters like  
 7 to live normally too.  
 8 JOE PRICE: Certainly it will part of  
 9 the --  
 10 MS. RETTIG: Some don't have --  
 11 MR. MAISEL: Yeah, okay.  
 12 JOE PRICE: (Inaudible) house that  
 13 didn't have a deck or patio or some outdoor use.  
 14 MR. MAISEL: I understand.  
 15 MS. GERING: So you're looking to  
 16 increase it by 22,755; is that correct?  
 17 MR. MEYER: Correct.  
 18 MS. KINGSLEY: Does that count the  
 19 removal of the driveway in that calculation as  
 20 impervious?  
 21 MR. MEYER: No. That has nothing to do  
 22 with the impervious structure this is just purely  
 23 the square footage as it pertains to the zoning.  
 24 MS. McHUGH: Right.  
 25 PETER STAMPFL: And we had to add all

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1 MS. GERING: So if you take that --  
 2 what does the library get, one and a half acres?  
 3 PETER STAMPFL: I believe it's one and  
 4 a half.  
 5 MS. GERING: So then you only have  
 6 three acres you're looking at to put all this on?  
 7 PETER STAMPFL: Um-hmm.  
 8 MS. GERING: Okay.  
 9 PETER STAMPFL: But again the number of  
 10 residences is not increased, we're not asking to  
 11 increase that just we're just reallocating where  
 12 the residences are.  
 13 MR. MAISEL: So with council's  
 14 approval, what are you -- what do you have to do  
 15 at that point? What happens to this project?  
 16 MR. MEYER: We are scheduled to be on  
 17 zoning June 21st if we're successful at zoning,  
 18 then we would back to HARB 'cause we are making  
 19 changes to the back side of the mansion, so we  
 20 would like to show them what we're proposing,  
 21 same with cottages. And then we would go to  
 22 planning and then back to council that's kind of  
 23 the road map that we saw.  
 24 MS. KINGSLEY: Before they go to the  
 25 zoning board, council has to take a position.

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1 of these different components in because they all  
 2 are included in the zoning. So that's why we  
 3 felt this chart on the right helped tell the  
 4 story --  
 5 MS. KINGSLEY: Right.  
 6 MR. MEYER: -- you know, that almost  
 7 half of it is underground, it's basements, a  
 8 portion of it is the common area, which is inside  
 9 the building. And then a portion of it is the  
 10 decks and patios that are disbursed throughout  
 11 for the entire community.  
 12 MS. GERING: And if I recall correctly,  
 13 it's 4.65 acres, am I close on that figure?  
 14 PETER STAMPFL: Yes. I'm not gonna  
 15 tell you with an absolute certainty that's what  
 16 it is, but you're --  
 17 MS. GERING: It's a ball park.  
 18 PETER STAMPFL: Yeah.  
 19 MS. GERING: Now, does that exclude the  
 20 piece of land that is designated for the library  
 21 or that 4.6 is the library piece --  
 22 MS. KINGSLEY: It's included.  
 23 MS. GERING: -- is included?  
 24 PETER STAMPFL: My understanding that  
 25 is the parcel in its entirety.

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1 MR. MAISEL: Right.  
 2 MS. KINGSLEY: -- to support, deny,  
 3 oppose or remain neutral.  
 4 MS. McHUGH: The problem when you were  
 5 here in front of the council meeting was, we  
 6 didn't have the square footage --  
 7 MS. KINGSLEY: Correct.  
 8 MS. McHUGH: -- so we didn't know what  
 9 we were approving or not approving.  
 10 MS. GERING: Yeah, I have another  
 11 question. And I'm going back to the library,  
 12 'cause I asked that question at the council  
 13 meeting because I saw 2011 and 2013 where they  
 14 would receive 10 years from the date, but it  
 15 wasn't clear was it from the time you broke  
 16 ground or what is the stipulation? It wasn't  
 17 really clear in the zoning that I read.  
 18 PETER STAMPFL: Our interpretation, and  
 19 this is only our interpretation, I -- you know,  
 20 an attorney really would have to offer, you know,  
 21 their opinion on this. It's our understanding  
 22 when the previous land development approval was  
 23 granted, that the library had 10 years to submit  
 24 plans. So as long as within that 10 year period,  
 25 they submit plans and the process is ongoing for

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1 approval then they are perfectly within the  
 2 confines of, you know, the agreement.  
 3 MS. GERING: But was it the 2011 or  
 4 2013 because there were two different dates that  
 5 were in the zoning.  
 6 MS. KINGSLEY: It would've been from  
 7 the final approval.  
 8 MS. GERING: So now that you're going  
 9 to get a knew approval from --  
 10 MS. KINGSLEY: Um-um.  
 11 MS. GERING: Excuse me.  
 12 -- zoning, does that clock start again  
 13 10 years for the library or can that can be a  
 14 condition that could be put down?  
 15 PETER STAMPFL: I don't know if it  
 16 starts again or not. We're certainly not opposed  
 17 to sitting down and speaking with the library.  
 18 And we've had some conversations, the only reason  
 19 we haven't sit down formally is, we're not sure  
 20 where we're going yet, so, you know, if --  
 21 JOE PRICE: We dont' want to commit to  
 22 the library without having knowing that we --  
 23 that our plan is acceptable to the community.  
 24 And once we know that we're in a better position  
 25 'cause Mr. Hillier is the owner we're just the

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1 MR. MEYER: People from the library  
 2 they will be appearing at the zoning hearing  
 3 board for review of this project and they may  
 4 very well ask the zoning hearing board to include  
 5 as a condition of the new approval, the -- a new  
 6 10 year window. I don't know what they're asking  
 7 for, but I know they're going to be there. And  
 8 it seems to me that we've got a situation in  
 9 which that may easily become part of the  
 10 conditions as it was part of conditions in 2013.  
 11 So unless there is a strong objection at this  
 12 stage of the game to that condition, I think is  
 13 extremely likely that the zoning hearing board  
 14 may in fact all be interested in imposing that  
 15 condition again.  
 16 I would encourage you, quite frankly,  
 17 to get in touch with the president of the board  
 18 the library. It may just make your lives a lot  
 19 easier and smooth the situation on the 12th,  
 20 which is when the hearing is I believe.  
 21 MS. GERING: 21st. She's in the --  
 22 MR. MEYER: And talk with them ahead of  
 23 them.  
 24 MS. GERING: Peter, she' in the  
 25 audience.

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1 equitable owners. We can't obligate him to  
 2 something if he's -- I don't know why we wouldn't  
 3 agree to it, but I don't know if he -- why he  
 4 would either. So it's really his call at the  
 5 moment. We're not -- we don't object to it, we  
 6 would like to sit down and talk about it.  
 7 There's -- that's a great use for the property  
 8 there and there's nothing -- it doesn't help or  
 9 hurt our community to allow it.  
 10 MS. RETTIG: I think it helps the  
 11 community.  
 12 JOE PRICE: It may help it.  
 13 MS. RETTIG: It helps it.  
 14 MS. GERING: And I'm only one voice of  
 15 this council, but I personally would like to see  
 16 something be put in there for me to favor your --  
 17 I mean, I think this is great, I don't have a  
 18 problem, but my only hitch is, I'd like to make  
 19 sure the library has that designated land and has  
 20 the opportunity to build and give them the  
 21 extended time span.  
 22 MS. KINGSLEY: If in fact --  
 23 MR. MEYER: May I --  
 24 MS. KINGSLEY: Hold on Pe -- go ahead,  
 25 Peter.

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1 MS. KINGSLEY: She's here now.  
 2 MR. MEYER: Oh, okay. Fine.  
 3 MS. KINGSLEY: Just so everybody's  
 4 clear, what Cintra is applying for is an  
 5 amendment to the existing plan. So that both the  
 6 previously approved plan, the currently existing  
 7 approved plan would stand as it is and in  
 8 addition there would be an amended approval that  
 9 would run concurrently. In the event that this  
 10 sale doesn't go through, the original plan  
 11 approval would stay in place and therefore, the  
 12 original agreement and condition of the library  
 13 would stay with it for at least the first three  
 14 years of the amended approval if nothing were to  
 15 change.  
 16 But to your point, obviously the  
 17 library would love to still have the opportunity  
 18 to do this. So from council's perspective, at  
 19 this point, I think our charge is simply to make  
 20 a determination what's been presented as part of  
 21 the amendment is something that you want to  
 22 support, oppose or remain neutral when they go to  
 23 zoning for this amended piece.  
 24 MR. MAISEL: I think you did a good job  
 25 framing that, Alison. The only other -- the

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1 question that I have is, any of the space that is  
 2 this 22,000 and some of it's 10,000 subterranean,  
 3 so that has no effect at all -- the remaining  
 4 square footage has no impact on the proposed  
 5 portion of the property that is potentially going  
 6 to be used by the library, has no impact  
 7 whatsoever pretty.  
 8 PETER STAMPFL: No, none.  
 9 MS. KINGSLEY: I don't recall if the  
 10 original approval was that based on the  
 11 impervious for the three acre piece roughly that  
 12 the development portion is and not the one and  
 13 half acre piece where the library building is  
 14 already -- that impervious you said it was  
 15 already calculated in that; is that correct?  
 16 PETER STAMPFL: Yes.  
 17 MS. KINGSLEY: Okay.  
 18 PETER STAMPFL: The approval had Lot A  
 19 and B and --  
 20 MS. KINGSLEY: Right. That's what --  
 21 okay.  
 22 PETER STAMPFL: -- both men were  
 23 granted relief for the respective sections  
 24 (inaudible) process.  
 25 MS. KINGSLEY: Yes. I just wanted to

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1 MS. GERING: This is great.  
 2 MS. McHUGH: Yeah, this is great.  
 3 MS. RETTIG: This was very helpful.  
 4 MS. McHUGH: I wish we had --  
 5 MS. KINGSLEY: We had a --  
 6 MS. GERING: We need to save a copy for  
 7 Dan.  
 8 JOE PRICE: Yeah, I don't know at 10  
 9 o'clock on that one evening that we would've been  
 10 able to absorb this and we didn't want to throw a  
 11 number of 22,000 at you because it needs a lot of  
 12 explanation.  
 13 MS. GERING: You did an excellent job,  
 14 you really did. And Dan's the other one who  
 15 asked questions, I took a copy for him, he's on  
 16 vacation.  
 17 MS. KINGSLEY: So good luck at the  
 18 zoning hearing board and the library will be  
 19 there.  
 20 Let's just do a couple of quick  
 21 updates.  
 22 Connie, do you want to do the first  
 23 two?  
 24 MS. GERING: Center for local  
 25 government that's an organization through the

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1 clarify that. Thank you.  
 2 Does anybody have any more questions?  
 3 MS. McHUGH: No, I think it's clear.  
 4 MS. KINGSLEY: I think at the last  
 5 council meeting, I think we said we feel  
 6 comfortable making a position. So we can share  
 7 that --  
 8 MS. McHUGH: Right. So they can move  
 9 on.  
 10 MS. KINGSLEY: -- with the zoning  
 11 hearing board before we move on.  
 12 So anybody --  
 13 MR. MAISEL: I'm okay.  
 14 MS. KINGSLEY: Neutral?  
 15 MR. MAISEL: Yeah.  
 16 MS. McHUGH: Neutral.  
 17 MS. KINGSLEY: Peter? Hello, Peter.  
 18 MS. GERING: Peter, are you still here?  
 19 Peter?  
 20 MR. MEYER: I got to argue with myself,  
 21 I got no problem.  
 22 MS. KINGSLEY: So it appears that  
 23 council would like to remain neutral before the  
 24 zoning hearing board. All right? And thank you  
 25 for putting all the numbers, I think that was --

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1 state through the governor's office that will  
 2 come in free of charge for 50 hours and  
 3 evaluation our public works department to see  
 4 what their procedures are in place and what they  
 5 can do. Tom Carroll has already contacted them  
 6 and we're just waiting to see when they'll be  
 7 coming in.  
 8 The heated driveway, Tom got a new  
 9 price and it's going to be, I think \$125 over  
 10 what council has approved. And Park Mobile --  
 11 I'm jumping on you.  
 12 -- we did meet with Park Mobile with  
 13 the fees, it was enlightening about what they  
 14 charge us. So I did want us to have one  
 15 (inaudible) fee schedule, it was -- we did meet  
 16 with them.  
 17 MS. KINGSLEY: And so is their fee  
 18 schedule going to be rearranged or what's the --  
 19 MS. GERING: Well, we're evaluating it,  
 20 we can make some changes about what we allow them  
 21 to do and then we would not incur as many fees.  
 22 But that's a conversation we have to have because  
 23 it was -- it has to do with the credit card  
 24 processing. They would like to take the whole  
 25 chunk out.

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1 Help me out, Laurie, on this one.  
 2 MS. McHUGH: Yeah, so what they're  
 3 doing right now is the 35 cents that they charge  
 4 the parker, that comes to us and pay all the  
 5 processing fees on it and then we turn around and  
 6 write them a check, either take it out of the one  
 7 portion which they send us a check or do we turn  
 8 around and send them a check? And that's what we  
 9 save on every month of these fees going to Park  
 10 Mobile. So they are their fees, but it seems  
 11 like a lot of money, so we're paying processing  
 12 fees on that, which we're not sure how much that  
 13 is. So we can make Park Mobile our merchant  
 14 service and then we wouldn't pay fees on that,  
 15 but we'd have to sit down with Christina and  
 16 figure out if it's worth it, it's probably \$400 a  
 17 year maybe that we're paying.  
 18 MS. GERING: They're charging three  
 19 percent is what their fee is. But then they have  
 20 another aspect, which is called PayPal in wallet  
 21 and on that one they charge us three percent and  
 22 fifteen cents every time a user uses it. So it's  
 23 not as simple. We really would have to sit there  
 24 and do the analysis and figure out --  
 25 MS. McHUGH: It's a whole spreadsheet.

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1 know what's going on from the standpoint that  
 2 we're trying to resolve a few things and get the  
 3 most out of existing vendors.  
 4 MS. McHUGH: We had a problem figuring  
 5 out where the -- what fees we were paying, why we  
 6 were paying these fees. The contract wasn't very  
 7 clear and most of the confusion comes from that  
 8 the revenue from these parking apps are coming in  
 9 three different venues. We get a check sent to  
 10 us, we get direct deposit, and then we get  
 11 another direct deposit for the Wallet and PayPal.  
 12 So it was very confusing. And then we get an  
 13 invoice from them and we were just trying to  
 14 figure out what is this actually costing us. And  
 15 since we couldn't put our thumb on -- a finger on  
 16 that, it was very worrisome that we didn't really  
 17 know where this money was going. But after this  
 18 meeting it turns out the fees aren't near what we  
 19 thought they were, they are in line; but we think  
 20 we can tweak it even more to get the most out of  
 21 these apps. But again, it's sitting down for  
 22 probably three or four hours and going through --  
 23 MR. MAISEL: Is it --  
 24 MS. McHUGH: 'Cause every -- if it's  
 25 American Express it's a different charge, if it's

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1 MS. GERING: It's a major accounting.  
 2 We need Dan for that.  
 3 ED DUFFY: Where's Dan?  
 4 MS. McHUGH: I mean, we could figure it  
 5 out, we just need to sit down and do it. The  
 6 fees -- it turns out the fees aren't as bad as we  
 7 thought they were. We came to a clear  
 8 understanding of what we're actually being  
 9 charged. And we also found out that they offer a  
 10 service for the fees that they're already  
 11 charging us, they have marketing available that  
 12 we should be able to implement especially once we  
 13 get a new borough manager in here, they offer all  
 14 kind of things that would really benefit us and  
 15 the events that go on in the borough. So it was  
 16 a very good meeting, it was very productive.  
 17 MS. KINGSLEY: Okay. Great.  
 18 MR. MAISEL: So this is just a point of  
 19 information then?  
 20 MS. McHUGH: Yes, that's all. This is  
 21 just an update of what's going on.  
 22 MS. GERING: Just so you guys know  
 23 what's going on.  
 24 MR. MAISEL: Well, because I don't feel  
 25 like I know what's going on at this point, but I

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1 a Visa, it's a different charge, if it's, you  
 2 know if it comes from PayPal, it's a different  
 3 charge. So it's not cut and dry where you can  
 4 say well, it's three percent here and two percent  
 5 there, it depends. And we have to also --  
 6 MS. KINGSLEY: After we walk through  
 7 the exercise it may turn out that it's not worth  
 8 trying to change it.  
 9 MS. McHUGH: Right. Or having another  
 10 step for Christina, for our treasurer to go  
 11 through, so -- but again, it was productive.  
 12 MS. KINGSLEY: It's important to  
 13 understand the money trail, it's been very  
 14 confusing trying to read the data to see where  
 15 the money's coming from and going to.  
 16 All right. Anything else on that one?  
 17 MS. GERING: That was it.  
 18 MS. KINGSLEY: The sculpture at Rabbit  
 19 Run. The new development over on 202, has a  
 20 piece of land that as you approach the traffic  
 21 light, it's on your right headed back toward the  
 22 river. And that's part of that development piece  
 23 and the New Hope Arts wanted in their sculpture  
 24 exhibit, an outdoor sculpture exhibit, wanted to  
 25 put a permanent piece there and so they wanted

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1 permission from Rabbit Run and from -- not only  
 2 from the homeowners' association there from Tom's  
 3 and PECO, but then they wanted to confirm that it  
 4 wasn't borough property or that if it was borough  
 5 property that either way that borough council had  
 6 no objection. And they wanted a letter from  
 7 council saying we had no objection. And since we  
 8 don't own the property, which I confirmed with  
 9 Jim Ennis, does anybody have any objection?  
 10 MR. MAISEL: The only thing that could  
 11 be an issue is if there's a sight line issue or  
 12 something if it's so big that --  
 13 MS. KINGSLEY: Oh, this is -- if you go  
 14 over there and look, this sits in a piece of  
 15 property where there's a traffic light.  
 16 MR. MAISEL: So when you're coming out  
 17 of Rabbit Run, it's on the right?  
 18 MS. KINGSLEY: No, if you're coming out  
 19 of --  
 20 MR. MAISEL: It's coming -- going into  
 21 --  
 22 MS. KINGSLEY: -- the back door from  
 23 the high school --  
 24 MR. MAISEL: Uh-huh, it's on the left.  
 25 MS. KINGSLEY: -- it would be on --

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1 MS. KINGSLEY: Excellent. And then the  
 2 last one attached to agenda for your review is  
 3 the borough's existing ordinance regarding  
 4 peddling and soliciting. And in looking at this  
 5 I realized JoAnn didn't attach the accompanying  
 6 e-mail with the information in it from T.J. on  
 7 his comments on it and how we might amend it. So  
 8 I will forward those to you, so everybody can  
 9 review them. And this was in response to  
 10 balloons, parrots, naked pirates and guitar  
 11 players. So we need to pursue that going  
 12 forward.  
 13 Okay. The next item is Items 1, 2 and  
 14 3 basically under discussion, which would be for  
 15 the grant projects.  
 16 Karen, you're up.  
 17 MS. MacNAIR: Well, what I brought with  
 18 me today is I brought a grant financing status  
 19 report, which I updated based on our May  
 20 invoices. So it has the four grant projects on  
 21 it -- I'll pass it these out.  
 22 MS. GERING: Dan and I meet with Karen  
 23 and Christina and Jim Ennis was a part of that  
 24 meeting and we thought this was really helpful  
 25 for council so you knew exactly why the projects

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1 when you make the turn and you go up to that  
 2 traffic light --  
 3 MR. MAISEL: Right.  
 4 MS. KINGSLEY: -- facing Rabbit Run, it  
 5 would on your right.  
 6 MR. MAISEL: Oh, okay.  
 7 MS. KINGSLEY: Where the path --  
 8 there's a path there, it would be on the other  
 9 side of the path.  
 10 MS. GERING: Is it there already?  
 11 MS. KINGSLEY: No, they need a letter  
 12 from us saying that we have no objection.  
 13 MS. RETTIG: It's not our property.  
 14 MR. MEYER: Yeah, what right do we  
 15 have --  
 16 MS. KINGSLEY: None.  
 17 MR. MAISEL: It was nice that they  
 18 asked.  
 19 MR. MEYER: I have objection to our  
 20 writing a letter.  
 21 MS. McHUGH: I'm with you, Peter.  
 22 MS. KINGSLEY: Peter, they want a  
 23 letter, so they all feel good.  
 24 MR. MEYER: Well, I'm all in favor of  
 25 making people feel good.

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1 were costing us more than what we thought when the  
 2 grant money comes through. This is excellent.  
 3 MS. MacNAIR: So the first column is  
 4 the name of the grant, the next column is who  
 5 provided the grant. After that it's the grant  
 6 amount and especially the Town Canal that is two  
 7 grants, but flip that out. The first grant it  
 8 was portioned out for two different items, I  
 9 indicated there as well.  
 10 MS. KINGSLEY: Say that again.  
 11 MS. MacNAIR: So the Main Street  
 12 improvements grant, the grant total was \$126,700,  
 13 but in the application, that was split out as  
 14 107,537 for construction and 19,163 for  
 15 construction observation. So I split that out so  
 16 you guys could see that as well.  
 17 The next column is the required match,  
 18 the column after that is the amount of match you  
 19 needed to pay for engineering related fees.  
 20 Next --  
 21 MS. KINGSLEY: Question. Could you  
 22 define construction observation?  
 23 MS. MacNAIR: Sure. Construction  
 24 observation is a service that we provide the  
 25 borough during construction. So while they are

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1 out there we would go and monitor the  
2 construction to make sure that they're building  
3 in accordance with the plans and the borough  
4 standards. And then any time for them to, you  
5 know, talk with me about issues or for us to  
6 process (inaudible).

7 ED DUFFY: Alison, could we have the  
8 young lady sit on the other side, so that she's  
9 facing out this way?

10 MS. KINGSLEY: That's fine.

11 MR. MAISEL: Quick question. Is the  
12 construction observation fee, is that generally a  
13 percentage of the --

14 MS. MacNAIR: It comes out to generally  
15 a certain percentage, it's usually about 10  
16 percent construction give or take on how involved  
17 a specific project is.

18 MR. MAISEL: So in this case it's 20  
19 percent.

20 MS. MacNAIR: I think we did -- I think  
21 total it might be 10 percent.

22 MR. MAISEL: It's not the --

23 MS. MacNAIR: We were permitted to do  
24 -- a grant usually has percentages that you're  
25 allowed to submit for certain things. So like

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1 construction. So we said around \$10,000 and  
2 that's explained more in this last column over  
3 here. So that one didn't have a specific  
4 proposal, but for Town Canal and the Bridge Street  
5 projects, you'll see that we did submit specific  
6 proposals for those. And then I've also totaled  
7 our invoices to date and that's current as of May  
8 27th because that was the end of our last billing  
9 cycle.

10 I included some extra notes in here for  
11 anything that I thought was important for council  
12 to be aware of, but didn't really fit in any of  
13 the other categories. And then the last column  
14 here, I believe council had asked for how much  
15 more does the borough have to pay, so that's what  
16 we tried to indicate in that column for you.

17 MR. MAISEL: I think this is a good  
18 document as a maybe I wouldn't call it a starting  
19 point, but each one doesn't follow the same kind  
20 of pattern, you know? So like on the required --  
21 I mean, like the grant amount on the Bridge  
22 Street pedestrian improvement it's 92,000, how  
23 much of that is construction observation?

24 MS. MacNAIR: We did not indicate any  
25 of the match would be for construction

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1 engineering might be a maximum 10 percent,  
2 construction observation might be a maximum of 10  
3 percent, administration might be a maximum of 2  
4 percent. So this might include those  
5 percentages, it's usually based on the total  
6 project cost, so it's not like a percentage that  
7 you could really --

8 MR. MAISEL: But in this particular  
9 case the Main Street one is 107 and there's 19,  
10 so that's close to 20 percent or 18 percent.

11 MS. MacNAIR: Umm-hmm.

12 MR. MAISEL: I mean, I guess you're  
13 acting as the --

14 MS. RETTIG: Is it like oversight?

15 MS. MacNAIR: Yes.

16 MR. MAISEL: Yeah, yeah. Okay.

17 MS. MacNAIR: I believe the next column  
18 we were on was G&A proposals, so that was -- any  
19 proposal that the council had asked for  
20 regarding, you know, where we were. I think the  
21 Main Street pedestrian improvements, that had  
22 started back in 2014. We never actually were  
23 requested to provide proposals for that, but  
24 Cathy had asked us in January of last year for  
25 how much we still had to spend to get

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1 observation. We just put it all towards  
2 engineering because we knew that involves a wall  
3 so we knew that the engineering would be  
4 expensive for this one, so we put the match --  
5 the match was put towards all engineering so that  
6 it would go toward the engineering fees.

7 MR. MAISEL: I think that would be --  
8 if we're going to use a document like this as an  
9 ongoing basis that your logic be applied  
10 throughout the document, you know, as to how you  
11 --

12 MS. KINGSLEY: Well, I think in this  
13 case though, I think what Karen is saying is that  
14 the logic didn't apply. So maybe to your point  
15 if it's -- the description that says note, that  
16 because of the cost of the wall --

17 MS. MacNAIR: Yeah.

18 MS. KINGSLEY: -- engineering required  
19 that we're moving the observation cost.

20 MR. MAISEL: Well, just that --

21 MS. KINGSLEY: Just so you understand  
22 --

23 MR. MAISEL: Yeah, so if we're going  
24 down the grant amounts and one of the grant  
25 amounts it say, construction observation --

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1 MS. KINGSLEY: Right.  
 2 MR. MAISEL: -- and the next ones dont'  
 3 then --  
 4 MS. KINGSLEY: Right.  
 5 MR. MAISEL: -- you know, it just --  
 6 just following a pattern, that's all.  
 7 MS. MacNAIR: Yeah, so I guess -- and I  
 8 can certainly change that. The only reason I  
 9 didn't is because for the Town Canal and the  
 10 Bridge Street the next column was the same  
 11 amount, but I'll clarify that, that's certainly  
 12 not hard for me to do.  
 13 MS. McHUGH: So wait a minute, now I'm  
 14 confused. So there is -- there is going to be a  
 15 construction observation fee, but that will be  
 16 billed separately, 'cause obviously you're  
 17 overseeing all those projects, right? So we're  
 18 just not getting grant money for that, that's  
 19 going to be a separate fee that the borough  
 20 absorbs?  
 21 MS. MacNAIR: Yeah. So it's all -- I  
 22 mean, we would bill anything that's a match just  
 23 gets billed to the borough, so once we've hit  
 24 that amount then it's just not money that counts  
 25 towards your match, but the borough's required to

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1 We just think that if it's, you know --  
 2 MS. McHUGH: It's a grant --  
 3 MS. GERING: -- it's a grant, you know,  
 4 our share is \$30,000 well that's what it's going  
 5 to cost us, but it could end up costing us  
 6 another hundred if changes are made and we are  
 7 not watching what's going on.  
 8 MS. McHUGH: So we have to have a  
 9 standard operating policy of what designates a  
 10 change, what allows a change or somebody else has  
 11 to pay for that, right?  
 12 MS. KINGSLEY: I think the other piece  
 13 of that is getting -- designing a project up  
 14 front that there's a real clear vision of what  
 15 council wants that's been, you know, everybody's  
 16 gone out looked at the site, patched it over,  
 17 thrown it around, engaged more people in the  
 18 process, so everybody put their two cents in  
 19 before --  
 20 MS. McHUGH: Before we get to this  
 21 stage.  
 22 MS. KINGSLEY: -- we call Gilmore to  
 23 come in --  
 24 MS. McHUGH: I agree.  
 25 MS. KINGSLEY: -- and do a design. So

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1 spend the match funds to get the grant funds. So  
 2 anything you spend over that match amount is  
 3 still coming out of the borough's pocket, it's  
 4 just in addition to --  
 5 MS. McHUGH: Sometimes that extra  
 6 amount that -- so what you're saying is,  
 7 sometimes the construction observation fee can be  
 8 applied to the grant but not all the time. And  
 9 when it's not then it becomes a separate bill  
 10 that the borough has to pay.  
 11 MS. MacNAIR: Right.  
 12 MS. McHUGH: Okay.  
 13 MS. GERING: And if you look at the  
 14 Main Street pedestrian there, we've gone way over  
 15 budget from what the -- our matching amount was  
 16 because every time the designs are changed, we  
 17 eat it. So, for example, they were saying the  
 18 Logan Inn had something to say and then the  
 19 Friends had something to say. So every time  
 20 these people want to make a change, the borough  
 21 ends up footing the bill, so I think that's -- so  
 22 I think that's going to have to be something we  
 23 as council --  
 24 MS. McHUGH: So we'll have to address.  
 25 MS. GERING: I didn't know that either.

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1 that way hopefully the changes in the end will be  
 2 minimal and much more cost effective.  
 3 MR. MAISEL: I agree with you a hundred  
 4 percent, but I -- and my responsibility in this  
 5 thing, I never identified this thing. I thought  
 6 that it's partly their responsibility to identify  
 7 what the pitfalls are too, right? I mean, not  
 8 only council's responsibility. What could be  
 9 litigated, what could be, you know, argued and,  
 10 you know? Because we can't have a hundred  
 11 thousand oops expense attached to a \$500,000  
 12 project that we didn't anticipate because, you  
 13 know, we just didn't anticipate it. Where, you  
 14 know -- that's part of like oversight, isn't it?  
 15 I mean, that, listen guys, if you want --  
 16 MS. McHUGH: Construction observation?  
 17 MR. MAISEL: Yeah.  
 18 I mean, if you guys want to pursue this  
 19 thing, you have a potential liability here that,  
 20 you know, you might not want to take on, you  
 21 know. So I think it's our responsibility, but  
 22 I'm not an engineer and I'm not --  
 23 MS. KINGSLEY: No, but what I'm  
 24 suggesting is that when -- well, let's take Ferry  
 25 Street, all right? That there's a clear picture

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1 of what we want it to look like, that goes to  
 2 Gilmore and then Karen comes back and said, oh,  
 3 this is going to be a problem, you know, that's  
 4 the point of --  
 5 MR. MAISEL: Right.  
 6 MS. KINGSLEY: I mean, they can't take  
 7 our brainstorm, they need something a little more  
 8 concrete.  
 9 MR. MAISEL: I thought we were talking  
 10 about something that's been approved and  
 11 everything and then there's an oops.  
 12 MS. KINGSLEY: No, no, no.  
 13 MS. MacNAIR: Not in this, no.  
 14 MR. MAISEL: Okay.  
 15 MS. KINGSLEY: I think this discussion  
 16 and looking at the numbers and how they -- and  
 17 how the process works, puts us in a position to  
 18 say, okay, next project, let's say, I don't know  
 19 pick New Street. We want to put sidewalks down  
 20 New Street, just an example of what might be a  
 21 discussion. So we go down and we'd say, oh, we  
 22 want to put a sidewalk on both sides or one side  
 23 or whatever, we come back with a full picture to  
 24 Gilmore of what we want, what we're envisioning.  
 25 And then Karen lays it out and says, oh, you

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1 other than the fact that I think that it's scary  
 2 when you take on some of these bigger projects.  
 3 MS. McHUGH: You want an umbrella  
 4 policy to ensure --  
 5 MR. MAISEL: Well, exactly, to a  
 6 certain extent, some protect --  
 7 MS. GERING: From what I hear Ferry  
 8 Street's going to be beautiful. From what I hear  
 9 that's going to cost, it's an -- cost because of  
 10 the wall and we don't know -- I mean, you know  
 11 that's going to be a thing, do we approve  
 12 something not knowing if it's going to cost us  
 13 another 500,000 that we weren't anticipating. So  
 14 this is -- that's why this is great and it's  
 15 something for to us to really, really start  
 16 watching where the money goes.  
 17 MR. MAISEL: Well, could we encourage  
 18 you to tell us, you know, about exposures, I  
 19 mean, on these things? I mean, you know, number  
 20 exposures?  
 21 MS. MacNAIR: Yeah. So I mean, what I  
 22 think council has done that's been a great -- for  
 23 the Town Canal and Bridge Street project, council  
 24 asked to us prepare proposals, so now you have a  
 25 good idea of we said this is the scope and for

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1 can't do this because, you know, the road doesn't  
 2 have a big enough ground, you know, we got to --  
 3 the sidewalk, the area is going to encroach too  
 4 far onto properties, whatever, you got a bridge  
 5 to build. These are gonna be your potential  
 6 pitfalls and then her recommendations for maybe  
 7 how we design it more efficiently at the get-go  
 8 rather than have her design something and then we  
 9 decide we don't like it and then we'll offer the  
 10 change.  
 11 MR. MAISEL: Well, since the numbers  
 12 are so potentially big and we're going after  
 13 some, you know, big things lately, what happens  
 14 if we move ahead and there is a liability that is  
 15 beyond what that's --  
 16 MS. KINGSLEY: Financially?  
 17 MR. MAISEL: -- exclusively -- yeah,  
 18 financially -- that it's exclusively ours, right?  
 19 I mean, that's something that, you know, you guys  
 20 overlooked, you know, who would have thought  
 21 this. It's possible you can make a mistake,  
 22 right, I mean, that's --  
 23 MS. MacNAIR: Yes, yes.  
 24 MR. MAISEL: So I mean, with these kind  
 25 -- you know, I don't even know what I'm saying

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1 this scope we think it's going to cost this much  
 2 and then should you want to make any changes, you  
 3 know, it's very clear that well, this wasn't in  
 4 the original scope it would cost this much more  
 5 you know if you want to go ahead and make that  
 6 change and I think that's -- that's something now  
 7 that can be easily communicated because there is  
 8 a fine scope and then there is a cost associated  
 9 with that scope.  
 10 So particularly for the Main Street  
 11 project that stuff did not happen, so I think  
 12 that's a good example of what happens when  
 13 there's a little bit of an undefined area in  
 14 scope and cost. But these two projects, I think,  
 15 you know, you're starting off on a good foot in  
 16 that I think we're -- we all have it documented  
 17 of what the scope is. I think going from there  
 18 is a good step.  
 19 MS. GERING: Well, for example, on the  
 20 Main Street pedestrian to do the bump-out on  
 21 Mechanic Street it's going to cost us \$36,000 if  
 22 we decide to do that. So I mean, that's a --  
 23 it's a good way this way you've got it in black  
 24 and white and you know you want to do it or you  
 25 really don't.

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1 MS. KINGSLEY: Well, the other piece of  
 2 that one is that if we jump into discussions  
 3 since there's been a preliminary conversation  
 4 about Mechanic Street that maybe to keep this  
 5 grant where it initially was, that we take that  
 6 piece and put in with the discussion of the  
 7 Mechanic Street grant in total for East and West  
 8 Mechanic and pull it from this, so it gives us  
 9 the opportunity to do that and know that we can  
 10 put it somewhere else going forward. So it can  
 11 be budgeted in the future.

12 MS. MacNAIR: We did open the Main  
 13 Street bids today. There were two bids received,  
 14 one from L.C. Costa and one from Ramos. The  
 15 lowest bid for the base bid came in at one  
 16 ninety-six thirty-five eighty-five, which is  
 17 \$88,500-ish over the grant amount. The curb and  
 18 the sidewalk unit prices were significantly  
 19 higher than we had anticipated, which means those  
 20 are significantly higher than what we seen in  
 21 other bids for similar projects. All the other  
 22 unit prices were very much in line with what  
 23 we've seen for other both projects, but both  
 24 contractors were very close on their unit prices  
 25 for everything. The difference in the bids was

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1 the newspaper. So that's how we got bids out  
 2 there, but we did receive notice back from one of  
 3 the contractors that, you know, they are busy  
 4 right now, so they weren't going to bid. Now I'm  
 5 wondering if that was part of why the costs are  
 6 higher than we thought they would be.

7 MR. MAISEL: So you have two bids on  
 8 this project?

9 MS. MacNAIR: Yes.

10 MR. MAISEL: Do you expect to get  
 11 three?

12 MS. MacNAIR: No, the bids are --

13 MR. MAISEL: It's closed.

14 MS. MacNAIR: -- were over at 3 p.m. so  
 15 that nobody can supply any bids for this.

16 MR. MAISEL: Because having two is not  
 17 -- even though they're close, which makes you  
 18 comfortable, it's still only two.

19 MS. GERING: So can we have you put it  
 20 out for bid again?

21 MS. MacNAIR: Sure. What you'd have to  
 22 do is reject these and request for  
 23 readvertisement. We can go out and advertise it  
 24 again. Spring/summer is usually very busy for  
 25 contracting, so to bid it again you can see if

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1 only about \$10,000, so that's a very good  
 2 grouping. So I don't know if everybody --  
 3 contractors are just busy and so they increase  
 4 their prices or what. I don't know why we saw  
 5 such high prices for those, but that's what we're  
 6 looking at for the Main Street project. And  
 7 that's without doing that East Mechanic Street  
 8 portion, which construction for the low bidder  
 9 was just under 24,000.

10 MS. GERING: Now, I have a question for  
 11 you, when you put it out for bid, do you have  
 12 like a -- how does that work? Is it a certain  
 13 group of contractors that you customarily deal  
 14 with or where does that go?

15 MS. MacNAIR: So the advertisement --  
 16 the advertisement goes in the Intelligencer, I  
 17 believe, twice it's required under public bidding  
 18 to go into the Intelligencer twice. A maximum of 10  
 19 45 days prior to the bid opening, a minimum of 10  
 20 they have to be spaced out a minimum of 3 days.  
 21 The contractors will generally check the  
 22 newspapers, but what we also did we sent out a  
 23 copy of the advertisement to contractors that we  
 24 worked with in the past and are familiar with and  
 25 so that they get a copy if they hadn't seen it in

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1 you get better pricing, I'm not sure that you  
 2 will.

3 MR. MAISEL: How much was it more than  
 4 your anti --

5 MS. KINGSLEY: It's like 70,000 more.

6 MS. GERING: Yeah, I'd wait till  
 7 September.

8 MS. MacNAIR: Well, so readvertising  
 9 wouldn't cost a lot because we already have the  
 10 project manual created, so what you'd be mostly  
 11 looking mostly at is the cost for the  
 12 advertisement, which I believe is a thousand  
 13 dollars, but JoAnn handles that, so I'm not  
 14 really sure.

15 MS. GERING: So would we be better off  
 16 waiting till September in putting it out?

17 MS. MacNAIR: You could. My concern is  
 18 that the grant time period ends in November. If  
 19 you would be able to move forward with this then,  
 20 you could certainly complete it by November, I  
 21 feel confident in that. By waiting to go out to  
 22 bid in September, by the time they award it and  
 23 get contracts and everything back, they're  
 24 probably not starting construction till November.  
 25 And November starts to be when you can't do as

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1 much construction for concrete specifically, I  
 2 believe it has to be around 40 or 50 degrees in  
 3 rising outside temperature to be able to place  
 4 concrete. So that's starting to get a little bit  
 5 later. If you wanted to maybe readvertise in  
 6 August or something, but again, then you're  
 7 running into that November time line.  
 8 We have spoken with PennDOT and they  
 9 said that they would be willing to discuss a time  
 10 extension, so I don't think that's hard and fast.  
 11 You're showing progress, you have bid it out,  
 12 it's over what we anticipated for the cost, I  
 13 think those are all justifications for getting a  
 14 time extension.  
 15 MS. RETTIG: The project has to be  
 16 started by November or it has to be finished?  
 17 MS. MacNAIR: Finished by November  
 18 without a time extension.  
 19 MR. MAISEL: I mean, you guys are  
 20 comfortable, when you looked at the numbers after  
 21 you got them back, did you -- were you -- you  
 22 obviously were surprised I mean, enough so that  
 23 you could actually buy into the fact that we  
 24 might be able to do materially better? I mean,  
 25 historically the numbers are --

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1 that out for us, give it to us, we review that.  
 2 They have to give us all their qualifications,  
 3 they give us their financial statement,  
 4 confidential financial statement, but their  
 5 financial statement, they show us a list of other  
 6 projects that they've completed that are similar,  
 7 projects that they're working on now, projects  
 8 that they've worked on in the last five years.  
 9 So it is pretty extensive the paperwork that we  
 10 get showing that they are qualified for the work  
 11 itself.  
 12 So that is something I'd like direction  
 13 on today.  
 14 MS. RETTIG: I want to ask another  
 15 question. What happens for weather or whatever,  
 16 there is cost overruns, who eats that, the  
 17 borough, right?  
 18 MS. KINGSLEY: Yeah, always.  
 19 MS. MacNAIR: I mean, should there be  
 20 an issue --  
 21 MS. RETTIG: I just wanted to clarify  
 22 that, I just wanted to make sure.  
 23 MS. MacNAIR: -- where the contractor  
 24 excavates too much and they were directed not to,  
 25 then the contractor does, but it should it be you

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1 MS. MacNAIR: Yeah.  
 2 MR. MAISEL: What is it 25 percent more  
 3 than you might have thought?  
 4 MS. MacNAIR: Yeah, the curb and  
 5 sidewalk, I think we were thinking it'd be around  
 6 115, 120 and they were about the 300 range.  
 7 MR. MAISEL: Oh, wow.  
 8 MS. RETTIG: Is that materials cost,  
 9 labor cost, did they tell you.  
 10 MS. MacNAIR: Yeah, no, they didn't  
 11 tell us, it's just for -- that specifically was  
 12 the curb removal and replacement. The other  
 13 reason it could be this much higher is because  
 14 the project is so small that they could've just  
 15 increased their prices to that much.  
 16 MS. GERING: What's the requirement for  
 17 the contractor that comes in?  
 18 MS. MacNAIR: In what way?  
 19 MS. GERING: Do they have to be  
 20 licensed in Pennsylvania?  
 21 MS. MacNAIR: Yes.  
 22 MS. GERING: And is there any other  
 23 state requirements or --  
 24 MS. MacNAIR: We have a bidder  
 25 qualification statement that they have to fill

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1 know, under our direction or council's direction  
 2 that they do additional work, that would be what  
 3 council would incur.  
 4 MS. RETTIG: Right. But I mean,  
 5 weather overruns and, you know, it rains out for  
 6 five days in a row, they can't do their work.  
 7 MS. MacNAIR: There's no cost for that.  
 8 They have a certain amount of time, I think they  
 9 have like a 30 day, 45 day window in there for  
 10 them to complete it. Should they start going  
 11 over that, like they come in and do one curb ramp  
 12 a week and they try not to come back, well, then  
 13 there's liquidated damages in there that the  
 14 borough could assess them. So it's actually  
 15 protection for the borough if they would go over  
 16 their time limits.  
 17 I think there's only one projects I've  
 18 ever used it on and it's because the contractor  
 19 came and did a little bit of work and then left.  
 20 Usually, you know, you're working with a  
 21 contractor, there's rain or something that they  
 22 can't get out there and you're working with them,  
 23 but --  
 24 MS. KINGSLEY: So you need direction  
 25 today as to whether council is leaning toward

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1 accepting this or putting it back out to bid?  
 2 MS. MacNAIR: Right. Because what I'd  
 3 like to do is prepare a recommendation for the  
 4 council meeting for voting. And then if you did  
 5 want to readvertise, we could prepare that or if  
 6 you want to wait we could hold it off and wait  
 7 for a little while to rebid it.  
 8 MR. MEYER: Let me ask a question, if I  
 9 can jump in. If we rebid it, having rejected  
 10 these two bids, is it at least possible given  
 11 everything that you said, Karen, that we get no  
 12 bids?  
 13 MS. MacNAIR: Yes. I mean, that's  
 14 actually always possible that you get no bids.  
 15 MR. MEYER: I just want to remind  
 16 council of that fact because when my cost  
 17 managers were looking at, I'm also looking at  
 18 that November deadline and I'm a little bit  
 19 concerned about losing all of it.  
 20 MR. MAISEL: Alison, I'd be in favor of  
 21 going out for repropoals and go for an  
 22 extension. I think it's too much money to  
 23 just --  
 24 MS. GERING: I'm right with you.  
 25 MS. McHUGH: I am too.

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1 know, the timing for us having put this bid out  
 2 was not the greatest if we wanted to get the best  
 3 price. So we may get lucky if we get an  
 4 extension and we put it out the beginning of  
 5 August.  
 6 How long does it have to stay out, the  
 7 bid?  
 8 MS. MacNAIR: Well, usually so what I  
 9 would say I'd actually probably want to put it  
 10 out in July because then you can award in August  
 11 and they can start in September.  
 12 MS. KINGSLEY: So it may put us on  
 13 their fall work schedule where they start to get  
 14 a little bit lighter when they finish projects  
 15 and maybe we can reduce it a little bit.  
 16 MS. RETTIG: Well, that's what I was  
 17 saying with this. Is it something that -- did  
 18 you -- you go back to contractors and they say,  
 19 council has rejected your bids.  
 20 MS. MacNAIR: Yes.  
 21 MS. RETTIG: Can it be a conversation  
 22 that you start to say we need to reduce the  
 23 portion on the curbs and what is your best  
 24 pricing and can we -- is there negotiation there?  
 25 MS. MacNAIR: No. There's no

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1 MR. MAISEL: I mean --  
 2 MS. McHUGH: I hate delays, but --  
 3 MS. KINGSLEY: So, Tina?  
 4 MS. RETTIG: I agree. I was thinking  
 5 the same thing. I mean, it's not a little bit  
 6 over it, it's double or triple.  
 7 MS. KINGSLEY: So we're looking at  
 8 rejecting both of these which we would have to do  
 9 at the council meeting. And then we'll put it  
 10 back out for bid and ask for an extension on a  
 11 time frame to get it done using the high amount  
 12 of bids and the low number of bids as well as the  
 13 basis for that. But the other thing I want  
 14 everybody to think about as we go forward is,  
 15 that keep in mind that all of these street  
 16 projects are infrastructure projects that the  
 17 longer you put them off, they're not going to get  
 18 any better, and they're not going to go away and  
 19 they are all safety issues, so --  
 20 MR. MEYER: And they're also --  
 21 MS. KINGSLEY: -- at some point --  
 22 MS. RETTIG: Well, that's what I want  
 23 to ask, though.  
 24 MS. KINGSLEY: In this particular case  
 25 because we're butting up against the summer, you

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1 negotiation from any public bidding. I mean, I  
 2 can share with them the reason --  
 3 MS. RETTIG: I didn't think so, but I  
 4 wanted to make sure.  
 5 MS. MacNAIR: -- that council wanted to  
 6 reject it because the pricing was higher than  
 7 anticipated specifically for those two items, but  
 8 you can not negotiate with public bidding.  
 9 MS. RETTIG: If you tell them that,  
 10 they can come back --  
 11 MS. KINGSLEY: With another bid.  
 12 MS. RETTIG: -- with a lower bid.  
 13 MS. MacNAIR: Yeah.  
 14 MR. MAISEL: And you would encourage  
 15 those people those two people to rebid.  
 16 MS. MacNAIR: Right. Usually when we  
 17 reject a bid and we're rebidding, we charge them  
 18 for the project manual, when we're rebidding, we  
 19 usually give it to them for free. It's a very  
 20 small fee, it's \$35, but at least it's something.  
 21 MS. McHUGH: And what are the odds of  
 22 us getting extension from the state?  
 23 MS. MacNAIR: We had discussed it with  
 24 them previously, it sounded good. What I'd like  
 25 to do before your next council meeting is go back

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1 to them and make sure that they're still in favor  
 2 of that especially given that, you know, you bid  
 3 it out and gotten these results back. Because I  
 4 don't want you to go forward and reject it and  
 5 then they don't give you the time extension. So  
 6 between now and the council meeting, we'll go  
 7 back to them and discuss that with them.  
 8 MR. MAISEL: That's fine.  
 9 MS. GERING: I have another question.  
 10 MS. KINGSLEY: So the next question is,  
 11 if in fact they don't give us an extension and  
 12 we've rejected, so we would know that prior to --  
 13 MS. MacNAIR: Right.  
 14 MS. KINGSLEY: -- making the vote to  
 15 reject these?  
 16 MS. MacNAIR: Yes.  
 17 MS. KINGSLEY: So if they don't give us  
 18 an extension, I think everybody has to think  
 19 about whether or not we want to select one of  
 20 these and still move forward.  
 21 MR. MAISEL: Could you share with us  
 22 the exact differential? What then was  
 23 anticipated --  
 24 MS. MacNAIR: I can. You are required  
 25 to pick the responsible and responsive bidder, so

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1 thousand.  
 2 MS. KINGSLEY: Well, it was the total  
 3 of 126 with the construction plus the  
 4 observation. So there's is 196. Now, if you  
 5 want to add East Mechanic Street, then you're  
 6 adding an additional 23.  
 7 MS. RETTIG: So it's between a 70 and  
 8 \$95,000 difference.  
 9 MS. GERING: Karen, do you find that  
 10 the same contractors that usually bid for these  
 11 things end up doing the work?  
 12 MS. MacNAIR: Yes.  
 13 MS. GERING: Now, the Town Canal  
 14 Interface project, has that been put out for bid?  
 15 MS. MacNAIR: It has not, but it's  
 16 still in the design phase.  
 17 MR. MEYER: Can I jump in again?  
 18 MS. GERING: Oh, sure.  
 19 MR. MEYER: Karen, I'm perfectly  
 20 willing to acknowledge that these bids are final  
 21 bids not subject to negotiation, but I responded  
 22 to bids in the past which specifically said that  
 23 negotiation will take place prior to our  
 24 (inaudible) in place, prior to awarding the bid.  
 25 And I'm wondering whether we have the wrong

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1 that would be for the base bid 196,035.85.  
 2 MR. MAISEL: Versus what was an --  
 3 MS. RETTIG: One ninety-six or one --  
 4 MS. MacNAIR: Well, we wanted to --  
 5 MS. CONNIE: One ninety-six --  
 6 MS. MacNAIR: One ninety-six  
 7 thirty-five and 85 cents.  
 8 MS. KINGSLEY: So that would be the  
 9 project without the East Mechanic Street --  
 10 MS. MacNAIR: Right.  
 11 MS. KINGSLEY: -- which would be an  
 12 additional --  
 13 MS. MacNAIR: \$23,717.50.  
 14 MR. MAISEL: And what was anticipated  
 15 to be the expense?  
 16 MS. GERING: One twenty-six.  
 17 MR. MAISEL: So it's about a \$90,000  
 18 difference then basically?  
 19 MS. KINGSLEY: Well, if you go with the  
 20 East Mechanic Street --  
 21 MS. MacNAIR: A hundred and eightish  
 22 for construction.  
 23 MR. MAISEL: Okay. All right.  
 24 MS. KINGSLEY: Yeah, it was --  
 25 MS. MacNAIR: One hundred and eight

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1 language in regard to the possibility of  
 2 negotiation in the bid format that we are using.  
 3 MS. MacNAIR: Sure. My understanding  
 4 is that in public bidding there's PA Purchasing  
 5 Handbook that we use and also the borough code  
 6 and my understanding of what's in there is that  
 7 it specifically directs you that negotiation is  
 8 not permissible for public bids; but what I can  
 9 do is, I can talk to T.J. and get his legal  
 10 opinion and direction on whether or not that it's  
 11 his understanding as well.  
 12 MR. MEYER: Yeah, that would be -- it  
 13 may require specific language in the request for  
 14 the bid, you know, I've seen that language  
 15 present and I've seen it absent and I'm talking  
 16 about bidding for, you know, responding to jobs  
 17 in 50 states of the federal government in my  
 18 experience. So, you know, yeah, let's find out  
 19 from T.J. what's possible because he may be using  
 20 a bid format that locks us in ways that it  
 21 shouldn't do.  
 22 MS. MacNAIR: Okay.  
 23 MR. MAISEL: All right.  
 24 MS. KINGSLEY: So is everybody clear on  
 25 what we may be faced with in terms of an option

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1 either way?  
 2 MR. MAISEL: Yes.  
 3 MS. McHUGH: Yes.  
 4 MS. KINGSLEY: If we choose to deny  
 5 both of these and we can't get an extension?  
 6 MS. RETTIG: But we will find out if we  
 7 get the extension first?  
 8 MS. KINGSLEY: Correct. And then we  
 9 have to make a decision if we don't get it, do we  
 10 want to go forward and cut the East Mechanic  
 11 Street and put that into another project.  
 12 MS. MacNAIR: So I guess is it  
 13 council's direction that if you couldn't get the  
 14 extension that we would then prepare the project  
 15 for award at the June council meeting? Only if  
 16 you can't get the extension.  
 17 MS. KINGSLEY: That would be the  
 18 question?  
 19 MS. McHUGH: Yes.  
 20 MS. RETTIG: Right.  
 21 MR. MAISEL: You know, the irony of it  
 22 is, if you had anticipated that the thing was a  
 23 lot more then we wouldn't be -- we wouldn't be,  
 24 you know -- and that's the flaw in this whole  
 25 entire thing.

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1 MS. MacNAIR: The next page council had  
 2 asked for time line, a project time, but the cost  
 3 information from the proposal is included on the  
 4 time line, so you can see when costs would be  
 5 incurred relative to timing and different pieces  
 6 of the project from the proposal. So the first  
 7 one is the Town Canal Interface project and then  
 8 the second page is the Bridge Street project.  
 9 MS. McHUGH: Who's Olivia?  
 10 MS. KINGSLEY: She's the (inaudible) on  
 11 the canal and Bridge Street.  
 12 MS. GERING: Next to Villa Vito's.  
 13 Going back to the canal interface,  
 14 that's project's been out, how many years has  
 15 that been going on?  
 16 MS. KINGSLEY: I think maybe three.  
 17 MS. MacNAIR: We completed the grant  
 18 application in March of -- well, it's a March  
 19 2016 job number for us. So that's when the  
 20 application was originally prepared. I don't  
 21 know when the funds actually came in. I can  
 22 confirm that, though.  
 23 MS. GERING: And that's still not ready  
 24 to go for bid, is that what I'm hearing?  
 25 MS. MacNAIR: Yes, correct. We have a

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1 MS. MacNAIR: Right.  
 2 MS. KINGSLEY: And they do their best  
 3 guesstimate.  
 4 MR. MAISEL: And I understand  
 5 completely.  
 6 MS. MacNAIR: This is my fifth curb and  
 7 sidewalk construction project that I've seen  
 8 pricing for this year, this is not what I've  
 9 seen.  
 10 MR. MAISEL: Well, then I'm --  
 11 MS. KINGSLEY: How early were they  
 12 priced compared to this?  
 13 MS. MacNAIR: Couple weeks ago and then  
 14 last month, but I think this is project is  
 15 smaller so that always increases pricing a little  
 16 bit.  
 17 MS. RETTIG: Yeah, but this is  
 18 significant.  
 19 MS. MacNAIR: And we had accounted for  
 20 that -- well, I thought we had accounted for  
 21 that. So then the next page --  
 22 MS. RETTIG: You know, if four out of  
 23 five came in at one price and that's what you  
 24 base it off, you can't --  
 25 MS. McHUGH: Exactly.

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1 design, Chris Green had come and presented the  
 2 design, so he's moving forward with getting that  
 3 finalized since he's got council's blessing on  
 4 it. There are some easements that we need with  
 5 these different property owners and we do have  
 6 some state park and Verizon that we're working on  
 7 at this point. And we also have to attain the  
 8 conservation district's approval for the  
 9 disturbance, so while the design is moving  
 10 forward now, these are the pieces that we have to  
 11 work out.  
 12 MS. GERING: So what would be your  
 13 anticipation before we could get this up for bid?  
 14 MS. MacNAIR: For construction I  
 15 believe we thought we could ask for the  
 16 authorization to advertise in December and then  
 17 bid and award in January or February.  
 18 MS. GERING: That would be like almost  
 19 four years from the time it was granted.  
 20 MS. MacNAIR: Four years from the time  
 21 -- well, 2016 so that would be 2019, so that  
 22 would be three years from the application. I  
 23 don't know when the funds came in, but less than  
 24 that.  
 25 MS. KINGSLEY: Bridge Street is the

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1 same thing, right?  
 2 MS. MacNAIR: Yeah, Bridge Street.  
 3 MS. KINGSLEY: That would 2019.  
 4 MS. MacNAIR: Application was submitted  
 5 in July of 2017 and then the --  
 6 MS. KINGSLEY: But the plans hadn't  
 7 actually been drawn.  
 8 MS. MacNAIR: Right. The grant  
 9 documentation, I believe, was finally executed in  
 10 March, so that took quite a bit of time in there.  
 11 We received the notice, received our proposal in  
 12 April, so we've already started surveying on  
 13 that.  
 14 MS. GERING: And so when do you  
 15 anticipate? Is that back here?  
 16 MS. MacNAIR: We would anticipate  
 17 getting authorization to advertise in January,  
 18 bidding and award of February or March of next  
 19 year. So pretty similar time frame.  
 20 MS. GERING: Is there a reason why it  
 21 takes so long? I come from a different world.  
 22 MS. MacNAIR: Yeah, it's not the  
 23 physical design that takes times, it's  
 24 specifically that this one has to go to the  
 25 PennDOT. And every time you send it to PennDOT,

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1 to put out to bid, Turnberry Way, Sugan Road and  
 2 New street.  
 3 MS. GERING: Just Sugan Road.  
 4 MS. MacNAIR: Just Sugan Road, okay.  
 5 That was that I wanted clarification on because I  
 6 didn't want to move forward with the wrong thing.  
 7 So that was -- we estimated around 56,000 for  
 8 that plus a little of contingency, so \$60,000, so  
 9 we'll see how that goes.  
 10 Is council planning on doing the other  
 11 two projects or that's to be determined? The New  
 12 Street and Turnberry?  
 13 MS. GERING: Turnberry was put on the  
 14 back burner for right now.  
 15 MS. MacNAIR: Okay.  
 16 MS. KINGSLEY: And what about New  
 17 Street.  
 18 MS. GERING: I'm not sure. Half of it  
 19 was down and there was something --  
 20 ED DUFFY: You approved New Street,  
 21 didn't you?  
 22 MR. MAISEL: Half of New Street.  
 23 ED DUFFY: Didn't you approve New  
 24 Street?  
 25 MS. KINGSLEY: I think we approved New

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1 they get a 30 day review period similar to what  
 2 we get for land development, but you know it  
 3 takes that time. And then when you resubmit it,  
 4 they have another 30 days, so it's their review  
 5 process.  
 6 MS. KINGSLEY: Well, thank you.  
 7 MS. McHUGH: Do you have this in --  
 8 MS. MacNAIR: I do.  
 9 MS. McHUGH: Could you e-mail it?  
 10 MS. GERING: Make you sure you send one  
 11 to Dan, he's on vacation, he's the first one that  
 12 will --  
 13 MS. McHUGH: If you want you can send  
 14 it to me and I'll forward it to him.  
 15 MS. MacNAIR: Okay.  
 16 MS. KINGSLEY: Shared services.  
 17 Peter?  
 18 MR. MEYER: Oh, boy. Shared services.  
 19 MS. KINGSLEY: Peter, I'm sorry we just  
 20 need to go back for one second, I apologize;  
 21 Sugan Road.  
 22 MS. GERING: You were given approval to  
 23 put that out for bid.  
 24 MS. MacNAIR: Right. So at the April  
 25 council meeting I believe we were given direction

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1 Street, let me just double-check the minutes, but  
 2 I think we approved --  
 3 MR. MAISEL: I thought a piece of New  
 4 Street  
 5 MS. KINGSLEY: I think we just  
 6 eliminated Turnberry.  
 7 MS. MacNAIR: Right.  
 8 MS. McHUGH: That's what I thought too.  
 9 MS. MacNAIR: We had Mechanic Street to  
 10 49 New Street and it was half width.  
 11 MS. KINGSLEY: Yeah.  
 12 MS. MacNAIR: -- roadway and then an  
 13 overlay, so that was approved as well.  
 14 MS. KINGSLEY: We'll double-check, but  
 15 I believe so.  
 16 ED DUFFY: Tom was here and you  
 17 approved it.  
 18 MS. KINGSLEY: Yeah, and we took  
 19 Turnberry off, so we'll double-check.  
 20 MS. MacNAIR: Once I received that  
 21 confirmation, then we can then we can --  
 22 MS. KINGSLEY: Okay.  
 23 MS. MacNAIR: Does that count as an  
 24 authorization to advertise or would you like that  
 25 for your June council meeting?

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1 MS. GERING: Well, I know Sujan was  
 2 adverti -- was definitely approved.  
 3 MS. KINGSLEY: Well, that's what I  
 4 said, we'll double check and then we can  
 5 advertise both.  
 6 MS. MacNAIR: Okay.  
 7 MS. KINGSLEY: But let get it -- look  
 8 at the minutes and double-check. I'm pretty sure  
 9 we approved those two.  
 10 Go ahead, Peter. Peter?  
 11 MR. MEYER: Once again, I was muted,  
 12 sorry. I'm not sure where you want me to go,  
 13 Alison. I mean, I drafted a letter. We have a  
 14 situation in which they still say that we're to  
 15 blame for all sorts of things and haven't paid  
 16 these reasonable amounts of money and they've  
 17 tried to -- we've paid significantly more than  
 18 they have on several different grounds and  
 19 several different items. They have even failed  
 20 to pay minimums that the state mandates, in the  
 21 case of the library.  
 22 My main concern here is what we have as  
 23 a council in terms of the reputation that seems  
 24 to have been somewhat shredded by the attacks  
 25 from the township. And that is the thing that at

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1 this stage of the game that we as a council need  
 2 to address, as far as I'm concerned. Because as  
 3 far as I can tell, we're in the right and they're  
 4 in the wrong and I went over those numbers  
 5 repeatedly. There were several things that in  
 6 the things that Helen Tai put out there that were  
 7 simply inconsistent uses of various dates and so  
 8 on. In terms of timing of population counts and  
 9 things of that order.  
 10 I'm sorry there's a bit of a problem  
 11 with this room right now. We're having  
 12 difficulties dealing with this hotel, so there's  
 13 some noise in the background, but I'll just stop  
 14 right there. That's my main problem with the  
 15 whole situation right now. And we agreed that we  
 16 did not want to have -- we did not want to -- you  
 17 know, that we didn't want to submit that letter  
 18 to the paper.  
 19 Do we now submit that letter to you  
 20 know, to the township or not? I think that's  
 21 where we're at.  
 22 MS. KINGSLEY: Okay.  
 23 ED DUFFY: Can I add something to that  
 24 conversation?  
 25 MS. KINGSLEY: Ed, let me just see if

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1 council has any comments and you're then free to  
 2 jump in.  
 3 MS. GERING: I think you guys should  
 4 call Solebury and have a conversation face to  
 5 face that would be my thing. I don't know who  
 6 their new pres -- or chair is and I think it's --  
 7 that that would be my suggestion.  
 8 MR. MAISEL: I agree.  
 9 MS. RETTIG: I agree. At this point  
 10 we're just playing, you know, spinning in the  
 11 wind and I think we need to finally sit down and  
 12 just talk to them.  
 13 MR. MAISEL: I think we're the people  
 14 that are recommending that or at least from my  
 15 vantage point. It's easy to do it because I --  
 16 this is -- and I'm not suggesting that it's  
 17 personal in any way, but we're -- we just got to  
 18 get on, you know, similar to what we discussed a  
 19 couple weeks ago. I think it's a matter of, you  
 20 know, really hammering it out, just talk it  
 21 through. I mean, we're not gonna get anywhere  
 22 with a letter, I just don't see getting -- I  
 23 think there has to be -- it's so much easier to  
 24 address it, you know, and be, you know -- fall on  
 25 the sword a little bit, you know, let it prick

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1 our skin a little bit, maybe not die doing it.  
 2 And just say we're here to do it and really be  
 3 meaningfully engaged.  
 4 And if they fall apart at that point,  
 5 there's plenty of time to start shooting bullets  
 6 at that point, you know. And I think that's the  
 7 position to take, I really do. And I mean, to  
 8 still be talking and suggesting that we're in the  
 9 right is just not doing anybody any good, I don't  
 10 think. I mean, there's an opp -- I don't know  
 11 that's my sense.  
 12 MS. KINGSLEY: Laurie?  
 13 MS. GERING: I think --  
 14 MS. McHUGH: I think Solebury has  
 15 already displayed their integrity in this  
 16 situation, which is they don't have any. They  
 17 have -- we have sat down and talked to them in  
 18 good faith and they have done nothing but attack  
 19 us via press. They've said to us face to face,  
 20 yes, we will have a joint statement with you and  
 21 then they go behind our backs and say things that  
 22 aren't right. We asked them in the very  
 23 beginning to give us a couple months. We told  
 24 them we don't have the resources to do this and  
 25 what did they do, they went straight to the press

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1 and started putting us down, saying that we  
 2 weren't willing to work with them.  
 3 So I don't believe anything they say.  
 4 And I agree it sounds like the right thing to do  
 5 is to go and talk to them, but they've already  
 6 demonstrated that it doesn't matter they just say  
 7 whatever they want to us and then go and say  
 8 whatever they want to the press.  
 9 MS. RETTIG: What if we have the --  
 10 when we had it --  
 11 (Cell phone interruption.)  
 12 MS. GERING: You're back?  
 13 MS. RETTIG: I don't know what it  
 14 involves, but record it.  
 15 MS. GERING: All right. Hold on,  
 16 you're back on.  
 17 MR. MEYER: You got me on speaker at  
 18 this point?  
 19 MS. GERING: Yes.  
 20 MR. MEYER: Fine, let's meet. I'll be  
 21 back there by the 8th.  
 22 MS. KINGSLEY: Ed?  
 23 MR. MEYER: I mean, Wednesday and  
 24 Thursday I'll be --  
 25 MS. KINGSLEY: Hang on, Peter.

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1 significant thing came up was two residents and  
 2 said, let's drop the charges on the park and rec  
 3 thing, that's enough. So that the people can,  
 4 you know -- people from outside can come in, and  
 5 that was two comments made by residents of  
 6 Solebury to drop that charge. Now, there wasn't  
 7 anything said after that, but I think we're  
 8 giving up a little too early. Don't surrender  
 9 the ground yet.  
 10 MS. KINGSLEY: Mike?  
 11 MIKE PICONE: Just a few comments.  
 12 Like one, I think the world of Solebury has  
 13 changed since May 15th. And so I think that's  
 14 worth taking into consideration. And I very much  
 15 appreciate the background and all the other stuff  
 16 that has gone on in the past, but I think the  
 17 world has changed. I think it works -- really  
 18 would behoove us to have a conversation and if  
 19 you need document it if needed and to try to  
 20 resolve the issue at hand. And at the press is  
 21 always an option if things don't go well, but I  
 22 think you come out -- if you can solve the issue  
 23 you come out at the end better and I think the  
 24 change in the Solebury leadership would give us  
 25 an opportunity to relook at it and rediscuss it

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1 ED DUFFY: As being part of the public,  
 2 I get a copy of the supervisors' meetings. And I  
 3 got one just recently last month, I forwarded it  
 4 to some of you guys, I don't know if you read it.  
 5 MS. GERING: I didn't have time to be  
 6 honest, but I did -- I got it.  
 7 ED DUFFY: Okay. Then I won't send it.  
 8 MS. GERING: No, I got it, just didn't  
 9 have time.  
 10 ED DUFFY: I've done it a couple of  
 11 times anyway. Significant in that meeting was  
 12 they talked about the park and rec thing and they  
 13 -- you know, they went over the same thing you  
 14 guys went over, you know. We should talk, we  
 15 tried to talk to New Hope, they wouldn't respond.  
 16 I called again, Alison said we don't have time  
 17 for you.  
 18 MS. KINGSLEY: That's not what I said,  
 19 but okay.  
 20 ED DUFFY: Yeah, anyway. This is what  
 21 they're saying, I'm telling you what they're  
 22 saying.  
 23 MS. KINGSLEY: I hear you, I hear you.  
 24 ED DUFFY: At the end they said well,  
 25 we can't do anything with them. And then a

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1 again.  
 2 And I know through back channels,  
 3 'cause park and rec folks and that they've  
 4 expressed interest through the park through Kevin  
 5 Campbell be interested to talk with us for what  
 6 that's worth.  
 7 ED DUFFY: Well, if you read the  
 8 minutes of the things, you'll find out what they  
 9 said at the end.  
 10 MS. McHUGH: I think we have to talk to  
 11 them. I'm just not happy about it.  
 12 MS. KINGSLEY: Do you have a phone  
 13 number for Kevin?  
 14 MIKE PICONE: I do.  
 15 MS. RETTIG: It goes against everything  
 16 --  
 17 MS. KINGSLEY: What was that?  
 18 MS. RETTIG: It goes against my, you  
 19 know, wanting to get, for lack of better  
 20 terminology get back at them.  
 21 ED DUFFY: No such thing.  
 22 MS. McHUGH: It's not only that --  
 23 MS. KINGSLEY: Part of the problem is  
 24 --  
 25 MS. RETTIG: But we do need to --

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1 MS. KINGSLEY: -- the parties don't  
 2 understand that this two separate governmental  
 3 bodies. That, you know, our kids happen to share  
 4 a school district --  
 5 MS. RETTIG: Right, right.  
 6 MS. KINGSLEY: -- but the governments  
 7 of the two communities are two separate entities,  
 8 you know, and they have governmental  
 9 responsibilities that are well defined within  
 10 their jurisdiction. And people are mixing apples  
 11 and oranges and getting them to understand that  
 12 is very difficult. This is no different than  
 13 Upper Makefield saying, we charge a nonresident  
 14 fee, that's their choice. You know, in the past  
 15 they've chosen not to do that for New Hope  
 16 residents.  
 17 If they choose as a governmental body  
 18 to change that going forward, that's their  
 19 option. So to define it as a shared service when  
 20 it's not is where -- I mean, it's really a very  
 21 black and white issue, but it's been totally  
 22 muddled, so perhaps --  
 23 MS. GERING: I like that, muddled.  
 24 MS. KINGSLEY: Yes. So perhaps we can  
 25 square it away with the change in --

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1 Helen Tai moving there's an opportunity to reach  
 2 a negotiated agreement.  
 3 MS. KINGSLEY: Well, you know, and  
 4 that's what's interesting because there really  
 5 aren't a lot of things that are shared,  
 6 so-to-speak. The contribution goes to a service  
 7 that services both communities as opposed to we  
 8 created a shared entity and both funded. So  
 9 that's why I'm saying, it's depending upon your  
 10 vantage point versus the way it's actually  
 11 legally set up I think is where everybody's  
 12 confused.  
 13 And so if the school's sponsoring a  
 14 recreational activity, then that's definitely a  
 15 shared cost, which is in fact equally allocated  
 16 because your bill is from the school district is  
 17 97 mils or whatever it is for everybody and they  
 18 determine the millage for the school, which is of  
 19 that separate governmental body. But Solebury's  
 20 millage and the borough's millage are different  
 21 legally. So that's where this starts to get  
 22 cloudy and if you're not engaged in it from the  
 23 outside, you know, if you're just a parent -- I  
 24 shouldn't say just a parent, let me correct  
 25 myself.

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1 MS. GERING: In leadership.  
 2 MS. KINGSLEY: Thank you. Took the  
 3 words right out of my mouth. All right.  
 4 MIKE PICONE: Just one comment, so the  
 5 kids all go to school together. The schools  
 6 considered a share service.  
 7 MS. RETTIG: Yes.  
 8 MS. KINGSLEY: That's different because  
 9 that's legally a governmental body.  
 10 MIKE PICONE: I understand.  
 11 MS. KINGSLEY: Is it a shared service.  
 12 MIKE PICONE: But in many communities  
 13 park and rec is associated with the school  
 14 district.  
 15 MS. KINGSLEY: Well --  
 16 MIKE PICONE: I'm aware of the history  
 17 here and I'm not spitting in the eye of history,  
 18 I'm just suggesting to think about it.  
 19 MS. KINGSLEY: The perception that the  
 20 park and rec is associated with the school, that  
 21 would have to be an actual negotiated agreement,  
 22 you know.  
 23 MIKE PICONE: I feel optimistic with  
 24 the things -- the many things you have to  
 25 negotiate with Solebury that with the -- with

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1 If you're a parent, which is probably  
 2 the biggest job of all and you're not engaged in  
 3 the governmental piece, all you see is that your  
 4 kid's going to pay extra money because they won't  
 5 talk to them, but --  
 6 ED DUFFY: Even for school activities,  
 7 they go out for donations and they do drives to  
 8 find money. It's not like they ask the taxpayer  
 9 to pick up the tab for the kids whatever they're  
 10 doing.  
 11 MS. McHUGH: Well, if it was a school  
 12 activity, it would've been performed on the  
 13 school fields.  
 14 ED DUFFY: Even then they ask for  
 15 donations.  
 16 MS. KINGSLEY: And actually that's very  
 17 interesting too because it's my understanding  
 18 that the township does not contribute to the use  
 19 of the fields financially at the school, which in  
 20 fact are being contributed to by borough  
 21 taxpayers; but again, these are things that  
 22 everybody's always just said, no problem.  
 23 MS. McHUGH: Right, 'cause it's a  
 24 school.  
 25 MS. KINGSLEY: But now all of a sudden

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1 we're nitpicking, you know, a specific -- we're  
 2 itching one bite as opposed to looking at the  
 3 full picture. And hopefully we can put it to  
 4 rest.  
 5 MS. GERING: Can I add some sense of  
 6 humor to this? I think we should get some boxing  
 7 gloves and whoever's going to meet from both  
 8 sides each of them come in with their boxing  
 9 gloves, just for the fun.  
 10 MS. KINGSLEY: I hope they don't send  
 11 Dennis -- you could get hurt.  
 12 MS. GERING: That was my sense of humor  
 13 for the day. I'm not part of their committee, so  
 14 I know I won't be there.  
 15 MS. KINGSLEY: All right. Well, thank  
 16 you everyone for your input.  
 17 Mike, thank you.  
 18 Ed, keep sending us those things. I do  
 19 get them directly.  
 20 MR. MAISEL: I don't.  
 21 MS. RETTIG: I don't. So if you send  
 22 them to me, I'll read them.  
 23 MS. KINGSLEY: Meeting's adjourned.  
 24 (Meeting concluded at 5:25 p.m.)  
 25 ---

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1  
 2  
 3  
 4 CERTIFICATE  
 5  
 6  
 7  
 8 I hereby certify that the proceedings  
 9 and evidence are contained fully and accurately,  
 10 to the best of my ability, in the notes taken by  
 11 me at the meeting in the above matter; and that  
 12 the foregoing is a true and correct transcript of  
 13 the same.  
 14  
 15  
 16  
 17 TARA WILSON, C.R.  
 18  
 19  
 20  
 21  
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