



MINUTES OF THE MONTHLY MEETING

MARSHALL TOWNSHIP MUNICIPAL SANITARY AUTHORITY

July 28, 2015
7:15 PM

The Marshall Township Municipal Sanitary Authority held its Regular Meeting at the Marshall Township Municipal Building, 525 Pleasant Hills Road. The following persons were present:

Authority Board:	Philip Troy, Chairman Chris Gilson, Vice Chairman Jack Candek Carl Schultz John Harvey
Solicitor:	John Lennen
Engineer:	Art Gazdik, P.E.
Manager:	Bill Campbell
Recording Secretary:	Kimberly Pinkerton & Jennifer Kinzler
Others:	Nicholas Falgione - PNC: Bond Underwriter Sean Garin - Dinsmore & Shohl: Bond Counsel

Mr. Troy called the meeting to order at 7:13 PM.

EXECUTIVE SESSION

MR. GILSON MADE A MOTION TO ENTER INTO EXECUTIVE SESSION AT 7:15 PM TO DISCUSS LEGAL ISSUES REGARDING THE BOND ISSUE AND EMPLOYMENT MATTERS. MR. SCHULTZ SECONDED. VOTE IN FAVOR WAS UNANIMOUS (5-0).

AT 7:52 MR GILSON MOVED TO EXIT EXECUTIVE SESSION AND RESUME THE AUTHORITY'S PUBLIC MEETING. MR. SCHULTZ SECONDED. VOTE IN FAVOR WAS UNANIMOUS (5-0).

PUBLIC COMMENT

None

PERSONNEL ITEM:

Mr Troy Stated that Mr. Campbell has recommended that Kim Pinkerton be hired as recording secretary.

MR. CANDEK MADE A MOTION TO HIRE KIM PINKERTON AS RECORDING SECRETARY, SECONDED BY MR. SCHULTZ; VOTE IN FAVOR WAS UNANIMOUS (5-0).

OLD BUSINESS

2015 Bond Update – Mr. Campbell stated that last month the Board requested a letter be sent to Cranberry. The objective of the letter was to request assurance that Cranberry would make a payment of 85% of MTMSA's funds within 3 years of issuance of MTMSA's bonds. The second request was to receive an extension of the 60 day period after 90% design that MTMSA is required to make payment to Cranberry. The 3rd item that was requested was a schedule of Cranberry's draw downs from the bond proceeds and also their construction schedule. Correspondence was sent to Cranberry. Cranberry did reply and provided the drawn down schedule, the construction schedule, and an extension of 60 days (combined total of 120 days) for MTMSA to make payment after completion of the 90% design. It did not expressly provide a response to the request for assurance of making 85% payment of MTMSA funds within three years of the issuance of MTMSA's bonds. Mr. Lennen noted, however, that in addition to the obligations already in the Plant Expansion and Upgrade Agreement, the schedule Cranberry provided shows that within 3 years more than 85% payment of the proceeds will be made by Cranberry for the project. Mr. Troy requested the Cranberry letter and 3 attachments be included in the minutes.

Mr Troy stated that at last night's Marshall Township Board of Supervisors meeting they approved Resolution 879, which amends and restates the loan and security agreement between Marshall Township and the Marshall Township Municipal Sanitary Authority to comply with the 2015 bond issue (copy attached).

Mr. Garin then reviewed and presented MTMSA's Resolution 190.

Mr Lennen stated that he found the Resolution 190 to be satisfactory based on his review. See attached Resolution.

MR. GILSON MOVED TO APPROVE RESOLUTION 190, SECONDED BY MR. CANDEK; VOTE IN FAVOR WAS UNANIMOUS (5-0).

Greenbriar Pump Station Renovation - Mr. Gazdik reported that the Electrical Engineer is working on the design and had taken measurements for a CAD file to be created. MTMSA should have plans and specs pertaining to electrical in the beginning of August. Mr Gazdik stated it should be significantly completed in mid August and will be ready to bid in September. Mr Schultz requested the specs on the pumps. Mr Candek brought up a discrepancy in the Penn Power expenditures for Greenbriar and Valley Road Pump Stations. Mr. Campbell will look into Penn Powers rates and what other options are available.

NEW BUSINESS

-Budget – 2nd Quarter Report reviewed by Mr. Campbell

REPORTS

-Approve Minutes of July 2015 Meeting

MR. SCHULTZ MOVED TO APPROVE, SECONDED BY MR. HARVEY. VOTE IN FAVOR OF THE MOTION WAS UNANIMOUS (5-0).

-Expenditure for June 2015

MR. GILSON MOVED TO APPROVE, SECONDED BY MR. SCHULTZ. VOTE IN FAVOR OF THE MOTION WAS UNANIMOUS (5-0).

-Financial Statement for June 2015

MR. GILSON MOVED TO APPROVE, SECONDED BY MR. SCHULTZ. VOTE IN FAVOR OF THE MOTION WAS UNANIMOUS (5-0).

-Manager's Report

- Please see written report

-Solicitor's Report

REPORTED ON WORK AND PROGRESS WITH BOND DOCUMENTS.

-Engineer's Report

NOTHING TO REPORT

-Field Maintenance Supervisor's Report

- Please see written report

-Correspondence

MR TROY. ASKED FOR A MOTION TO ACCEPT THE REPORTS AS WRITTEN OR GIVEN MR. SCHULTZ MOVED TO APPROVE, SECONDED BY MR. GILSON. VOTE IN FAVOR OF THE MOTION WAS UNANIMOUS (5-0).

REVIEW OF ACTION ITEMS

ADJOURN

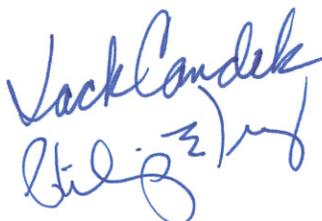
MR. SCHULTZ MOVED TO ADJOURN, SECONDED BY MR. GILSON. VOTE IN FAVOR OF THE MOTION WAS UNANIMOUS (5-0).

NEXT MEETING IS SCHEDULED FOR : Tuesday AUGUST 25, 2015 at 7:15 P.M.

Respectfully submitted,



Kimberly Pinkerton



MARSHALL TOWNSHIP MUNICIPAL SANITARY BOARD

6/30/2015

Alice Weigand, Bookkeeper
 June 2015 Balance Sheet Report
 July 31, 2015

Checking Account - WesBanco

Balance 05/31/15

\$1,587,084.45

Operating Activities	Receipts - Residential User Fees	\$73,655.14
	Receipts - Commercial User Fees	\$38,007.84
	Lien Placement - fee reimbursement	\$1,159.50
	Jordan Tax - reimbursement of fees	\$3,639.48
	Engineering Reimbursement	
	Legal & Engineering Escrow	
	Transfer from Citizens-Account Closed	\$6,254.72
	Spirit of Pine - Legal & Engineering	\$5,000.00
	Misc - dye test pmts due to McCandless	\$1,176.00
	Penalty & Interest - past due user fees	\$5,876.65
	Misc. Operating Receipts	\$3,243.17
	Total Operating Receipts:	\$138,012.50
Capital Activities	Receipts - Residential Tap in Fees	\$68,043.88
	Receipts - Commercial Tap in Fees	
	Receipts - Addl-Commercial Tap in Fees	
	Residential Tap-in Fees - Receivable	
	Misc. Capital Receipts - Chapel Hill	
	Pine Acres - Principal Repayment	\$466.08
	Pine Acres - Interest Repayment	\$423.00
	Receipts - other	\$950.00
	Interest	\$137.27
	Total Capital Receipts:	\$70,020.23
	Total - all receipts	\$208,032.73

Monthly Operating Expenses/deductions from
 checking (\$68,677.03)

Monthly Capital Expenses (\$606.93)

Transfer to CD

Balance 06/30/15

\$1,725,833.22

Builder Escrow Funds

Chapel Hill (Three Rivers)	\$2,280.06
Fairmont Square	\$4,957.50
Innovations Ridge -	\$3,356.80
Park at Marshall	
Pleasant Hill Estates	\$1,181.44
Marshall Estates Legal & Engineering	
Balance	\$778.43
Northtowne Estates Legal & Engineering	
Balance	\$1,966.18
Thorn Hill Associates	\$4,702.50
Vill at Marshall Ridge	
Vill at Marshall Ridge Performance Bond	\$2,373.12
Spirit of Pine	\$4,787.50
Total:	\$26,383.53

L&E Fees Invoiced

Park at Marshall
Billed - \$2,044.67 - 5/19/15
Billed - \$2,490.75 - 6/03/15
Village at Marshall Ridge
Billed - \$755.98 - 7/8/15
Venango Trails
Billed - \$874.15 - 7/8/15

Builders MoneyMarket at WesBanco

Sciulli - Maintenance Bond \$2,051.30
Balance 6/30/15

Certificate of Deposit E WesBanco

Balance 04/30/15 \$301,879.74
Interest (Posted at Maturity) \$2,310.60
Balance 06/30/15 \$304,190.34

Checking Account - Citizens Bank

Balance 05/31/15 \$6,254.72
Transfer to WesBanco -\$6,254.72
Balance 06/30/15 \$0.00

Builders Money Market t at Citizens

Sciulli-Transfer to WesBanco \$2,051.30
-\$2,051.30
Balance 06/30/15 \$0.00

PLGIT Account

Balance 05/31/15 \$16,820.06
Residential User Fee - credit cd pmt \$1,462.16
Interest \$0.21
Balance 06/30/15 \$18,282.43

Total funds held in Citizens Bank \$0.00
Total funds held in WesBanco \$2,030,023.56
Total fund held in PLGIT \$18,282.43

Hefren-Tillotson:

Market Value 05/31/15 \$2,491,326.41
Interest/Earnings \$14.28
Gain/(Loss)-change in account value (\$2,141.10)
Market Value 06/30/15 \$2,489,199.59

Total balance MTMSA Accounts: \$4,537,505.58
includes CDs and Money Market Funds

Respectfully submitted,

Alice Weigand, BookKeeper

MEMORANDUM

TO: MTMSA Board
 FROM: Alice Weigand, Bookkeeper
 SUBJECT: Expenditures for Approval
 DATE: June 30, 2015

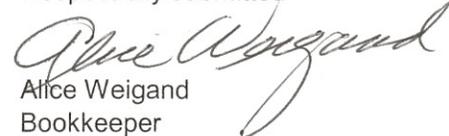
Acct #	Payee and Description	Amount	Check #	
427-066-3362	Columbia Gas - Valley-4/27-5/27/15	\$23.68	13612	
427-066-3321	Consolidated Communications - Valley 5/16-6/15/5	\$82.75		
427-400-3321	Consolidated Communications - Fax 5/16-6/15/5	\$29.86	13613	\$112.61
404-000-33124	Eckert Seamans Cherin & Mellott - General thru 4/30	\$513.00	13614	
248-085-0248	Groundwork Civil LLC - Inv 166 Park at Marshall-May	\$2,490.75		
248-320-0248	Groundwork Civil LLC - Inv 166 Fairmont Squarel-May	\$42.50		
248-823-0248	Groundwork Civil LLC - Inv 166 Village @ Marsh-May	\$5,340.88		
248785-0248	Groundwork Civil LLC - Inv 166 Thorn Hill Assoc-May	\$297.50		
248-351-0248	Groundwork Civil LLC - Inv 166 Innovation Rldge-May	\$297.50		
408-000-3311	Groundwork Civil LLC - Inv 166 Rohrich Bentley-May	\$42.50		
408-000-3311	Groundwork Civil LLC - Inv 166 General-May	\$2,423.70	13615	\$10,935.33
427-036-4450	Jordan Tax Service - Inv 5-C-#111 Cmmsn/Cost/Fees	\$364.41	13616	
427-065-4450	McCandless Twp Sanitary - Inv 16-18 Mon Maint-GB	\$291.31		
427-066-4450	McCandless Twp Sanitary - Inv 16-18 Mon Maint-Vily	\$347.77		
230-000-03380	McCandless Twp Sanitary - Inv 31 - 2 Dye Tests	\$336.00	13617	\$975.08
427-062-3361	Penn Power - Quail Crossing - 4/14-5/13/15	\$19.15		
427-065-3361	Penn Power - Greenbriar- 4/15-5/14/15	\$27.35		
427-066-3361	Penn Power - Valley - 4/16-5/13/15	\$627.37	13618	\$673.87
400-000-7000	Perfection Services Inc - PSI Perfect PC	\$1,080.36	13619	
364-000-1501	Shenot Properties - Ref fr FB - 116 Harmony	\$72.64	13620	
400-000-3341	Tribune Review - Notice for MTMSA May Meeting	\$17.78	13621	
427-066-4450	Commonwealth of Pa - Inv 94604-Annual Fee-Valley	\$65.00		
427-065-4450	Commonwealth of Pa - Inv 9438274-Annual Fee-GB	\$65.00	13622	\$130.00
427-032-4450	Cranberry Twp - Treatment 301M 4/29-5/26/15	\$34,377.64		
427-032-4450	Cranberry Twp - Treatment 183M 4/29-5/26/15	\$1,404.15		
427-032-4450	Cranberry Twp - Treatment 2007M 4/29-5/26/15	\$1,593.90	13623	\$3,735.69
364-000-1501	Erin Cornett - Refund FB - 619 Edison Drive	\$13.27	13624	
437-000-2231	Guttman Energy Inc - Inv 50517 May	\$50.94		
437-000-2231	Guttman Energy Inc - Inv 60180 June	\$98.32	13625	\$149.26
230-000-0201	Marshall Twp - Reimb May Expenses-General	\$11,792.55		
400-000-3119	Marshall Twp - UMPC	\$1,628.80		
400-000-3119	Marshall Twp - Met Life	\$116.23		
400-000-3321	Marshall Twp - Verizon Wireless	\$53.56		
400-000-3119	Marshall Twp - Lincoln National	\$144.81		
400-000-3119	Marshall Twp - Highmark	\$17.39		
400-000-4450	Marshall Twp - Computer Maint & Repair	\$61.68		
400-000-2210	Marshall Twp - Labels	\$19.18		
400-000-2210	Marshall Twp - Copy Paper	\$71.98		
400-000-2210	Marshall Twp - Name Plate - Harvey	\$9.99		
400-000-3321	Marshall Twp - Consolidated Communications 4/6/15	\$139.33		
400-000-4450	Marshall Twp - Shred-It Montly Service 50% May	\$16.50	13626	\$14,072.00
230-000-0380	McCandless Twp - Inv 32 - 3 Dye Tests	\$504.00	13627	

400-000-3321	PA One Calls - Inv 0000643108 Supplemental Messag	\$22.80	13628	
427-064-3361	Penn Power - Thorn Hill - 5/13-6/12/15	\$19.28		
427-062-3361	Penn Power - Quail Crossing --5/14-6/11/15	\$19.50		
427-065-3361	Penn Power - Greenbriar - 5/15-6/12/15	\$356.23		
427-066-3361	Penn Power - Valley - 5/14-6/15/15	\$415.45	13629	\$810.46
400-000-4450	Precision Copy -Inv 20436 Monthly Maint-4/30-5/29/15	\$27.18	13630	
341-591-0380	Scott & Mary Simpson - Refund Int	\$285.77		
341-591-0380	Scott & Mary Simpson - Refund Penalties	\$92.44	13631	\$378.21
400-000-2345	S&T Bank - Postage-Certified Letters	\$35.99		
400-000-2345	S&T Bank - Postage-Billing	\$245.00		
480-000-8316	S&T Bank - Parking	\$7.00		
480-000-8316	S&T Bank - Ace Hardware	\$7.99		
480-000-8316	S&T Bank - Parking	\$3.75	13632	\$299.73
364-000-1501	Sunthar Tharmalingam - Rfd FB - 454 Tyburn Dr	\$68.04	13633	
341-591-0380	Wendell Fabian - Ref Int	\$116.36		
341-591-0380	Wendell Fabian - Ref Pnlty	\$20.53		
360-000-0381	Wendell Fabian - Ref Costs	\$146.50		
427-036-4450	Wendell Fabian - Ref Jordan Tax	\$69.41		
341-591-0380	Wendell Fabian - Ref Int	\$64.28		
341-591-0380	Wendell Fabian - Ref Pnlty	\$27.55		
360-000-0381	Wendell Fabian - Ref Costs	\$141.50		
427-036-4450	Wendell Fabian - Ref Jordan Tax	\$78.43	13634	\$664.56

**Check Numbers 13602 thru 13611 were voided due to bank code error

Total	\$69,283.96
Operating Costs	\$68,677.03
Capitol Costs	\$606.93
Project Costs	
Transfers	

Respectfully submitted


 Alice Weigand
 Bookkeeper


 Chris Elroy

FIELD MAINTENANCE SUPERVISOR REPORT

July 28, 2015

To: MTMSA Board

From: Bruce Dickson, Field Maintenance Supervisor

Equipment, Infrastructure, Manhole & Lines

- **Greenbriar Pump Station:**

Station is operating normally.

- **Valley Road Pump Station:**

Station is operating normally. Grading was completed to improve drainage around station to eliminate water entering pump house. Area was drained to the adjacent stream with as much as possible. The storm pipes under the driveway were cleared of debris. Large stone was added in areas where bank had washed out.

- **Sewer Maintenance: Equipment, Infrastructure, Manholes & Lines:**

1. Continue to respond to PA One Calls. High construction period in service area.
2. Worked with Robinson Pipe Cleaning to locate, uncover, and raise manholes during their CCTV project. Five manholes were located in the valley between Seasons Drive and Shenot Road.



<http://www.cranberrytownship.org>
2525 Rochester Road
Cranberry Township, PA 16066-6499

Administration suite 400 p 724.776.4806 f 724.776.5488
Police suite 500 p 724.776.5180 f 724.776.0237
Public Works suite 400 p 724.776.4806 f 724.776.6199

M.T.M.S.A.

JUL 22 2015

RECEIVED

July 20, 2015

Marshall Township Municipal Sanitary Authority
William Campbell
525 Pleasant Hill Road, Suite 200
Wexford, PA 15090

RE: Request for Extension to Initial Payment

Dear Bill:

Cranberry Township has received your correspondence, date July 17, 2015, in which Marshall Township Municipal Sanitary Authority (MTMSA) requests that the Township provide written assurance that 85% of the proceeds from MTMSA's bond issuance will be spent within the applicable three-year (3) time period if the bond is issued in August 2015 or if Cranberry Township cannot give MTMSA that assurance then MTMSA would request 120 days after the 90% design completion is reached.

The Agreement does contain language in Section 2, Costs and Invoicing, for sixty (60) days to make the lump sum payment to Cranberry Township. Cranberry Township does understand the complexities and timing of securing the bond and agree to extend the time limit for the lump sum payment from the 60 days to 120 days after the 90% design completion date.

Please consider this a formal acceptance of MTMSA's request for the 120 days to make the initial lump sum payment as provider for in Section 2 and Section 6 of the Plant Expansion and Upgrade Agreement dated March 31, 2015. Cranberry Township looks forward to working with MTMSA as the design phase of the plant expansion and upgrade is completed.

Sincerely,

Duane E. McKee
Assistant Township Manager, Operations

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Cranberry Township

Table 1: Project Budget (as of 60% design review)
 for the Brush Creek Water Pollution Control Facility Upgrade
 Prepared by Herbert, Rowland & Grubic, Inc. (Updated July 21, 2015)

Cost Categories	Total Project Budget	Cranberry Township	MTMSA
Financial/Legal/Admin	\$ 424,088	\$ 360,941	\$ 63,147
Engineering Fees	2,550,000	2,170,305	379,695
CA/ Inspection (est. @ 7.9%)	2,968,616	2,526,589	442,027
Testing Fees (est. @ 0.9%)	339,270	288,753	50,517
Construction	38,553,800	32,813,139	5,740,661
Contingency (est. @ 12.5%)	3,855,000	3,280,991	574,010
Total Est. Project Budget	\$ 48,690,774	\$ 41,440,718	\$ 7,250,056

Budget and associated tables assume the following:

- (1) Construction bids received: March 1, 2016
- (2) Construction contracts awarded: April 1, 2016
- (3) Sale of Bonds: April 1, 2016
- (4) Construction Commences: May 1, 2016
- (5) Construction Complete: April 31, 2018
- (6) MTMSA's prorata share of costs = 14.89%
- (7) Interest is not capitalized during construction.

Cranberry Township

Table 2: Estimated Financing Draw Schedule
for the Brush Creek Water Pollution Control Facility Upgrade
Prepared by Hebert, Rowland & Grubic, Inc. (Updated July 21, 2015)

(Includes drawdown of costs attributed to both Cranberry Township and MTMSA)

Date	Contract 01 General Contract		Contract 02 Electrical Contract		Contract 03 Mechanical Contract		Financial/Legal/Admin Costs		Engineering Fees		CA/Inspection		Testing Fees		Contingency		Total of All Projects
	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	Draw	Running Balance	
4/30/2016	\$ -	\$ 318,138	\$ -	\$ -	\$ -	\$ -	218,932	\$ 2,526,207	\$ 2,526,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,526,207
5/31/2016	636,276	954,414	62,400	62,400	5,000	5,000	6,839	2,550,000	2,550,000	89,058	89,058	178,117	178,117	128,500	128,500	3,304,628	
6/30/2016	636,276	1,590,690	62,400	124,800	10,000	15,000	6,839	2,550,000	2,550,000	89,058	178,117	267,175	267,175	128,500	257,000	4,239,540	
7/31/2016	636,276	2,226,966	124,800	249,600	10,000	25,000	6,839	2,550,000	2,550,000	89,058	326,548	326,548	326,548	128,500	385,500	5,172,613	
8/31/2016	954,414	3,181,380	124,800	374,400	10,000	35,000	6,839	2,550,000	2,550,000	89,058	415,606	415,606	3,393	128,500	6,136,400		
9/30/2016	954,414	4,135,794	124,800	499,200	10,000	45,000	6,839	2,550,000	2,550,000	89,058	504,664	504,664	3,393	128,500	7,425,717		
10/31/2016	954,414	5,090,208	187,200	686,400	15,000	60,000	6,839	2,550,000	2,550,000	89,058	593,722	593,722	6,785	128,500	8,713,035		
11/30/2016	1,113,483	6,203,691	187,200	873,600	15,000	75,000	6,839	2,550,000	2,550,000	89,058	682,780	682,780	6,785	128,500	10,140,831		
12/31/2016	1,113,483	7,317,174	187,200	1,060,800	15,000	90,000	6,839	2,550,000	2,550,000	89,058	771,838	771,838	6,785	128,500	11,647,697		
1/31/2017	1,749,759	9,066,933	249,600	1,310,400	20,000	110,000	6,839	2,550,000	2,550,000	103,902	875,740	875,740	6,785	128,500	13,209,405		
2/28/2017	1,749,759	10,816,692	249,600	1,560,000	20,000	130,000	6,839	2,550,000	2,550,000	103,902	979,642	979,642	6,785	128,500	14,841,906		
3/31/2017	1,749,759	12,566,451	249,600	1,809,600	25,000	155,000	6,839	2,550,000	2,550,000	103,902	1,083,544	1,083,544	6,785	128,500	16,648,320		
4/30/2017	1,908,828	14,475,279	312,000	2,121,600	25,000	180,000	6,839	2,550,000	2,550,000	118,745	1,202,289	1,202,289	6,785	128,500	18,840,271		
5/31/2017	1,908,828	16,384,107	312,000	2,433,600	30,000	210,000	6,839	2,550,000	2,550,000	118,745	1,321,034	1,321,034	6,785	128,500	20,972,389		
6/30/2017	1,908,828	18,292,935	312,000	2,745,600	30,000	240,000	6,839	2,550,000	2,550,000	118,745	1,440,779	1,440,779	6,785	128,500	23,227,389		
7/31/2017	1,908,828	20,201,763	312,000	3,057,600	35,000	275,000	6,839	2,550,000	2,550,000	118,745	1,560,524	1,560,524	6,785	128,500	25,527,389		
8/31/2017	1,908,828	22,110,591	312,000	3,369,600	35,000	310,000	6,839	2,550,000	2,550,000	118,745	1,680,269	1,680,269	6,785	128,500	27,877,389		
9/30/2017	1,908,828	24,019,419	312,000	3,681,600	35,000	345,000	6,839	2,550,000	2,550,000	118,745	1,800,014	1,800,014	6,785	128,500	30,227,389		
10/31/2017	1,772,552	25,791,971	280,800	3,962,400	22,500	367,500	6,839	2,550,000	2,550,000	118,745	1,920,759	1,920,759	6,785	128,500	32,627,389		
11/30/2017	1,772,552	27,564,523	280,800	4,243,200	22,500	390,000	6,839	2,550,000	2,550,000	118,745	2,040,504	2,040,504	6,785	128,500	35,027,389		
12/31/2017	1,166,544	28,731,067	249,600	4,492,800	20,000	410,000	6,839	2,550,000	2,550,000	89,058	2,160,249	2,160,249	6,785	128,500	37,427,389		
1/31/2018	1,113,483	29,844,550	249,600	4,742,400	20,000	430,000	6,839	2,550,000	2,550,000	89,058	2,280,004	2,280,004	6,785	128,500	39,827,389		
2/28/2018	1,113,483	30,958,033	187,200	4,929,600	15,000	445,000	6,839	2,550,000	2,550,000	89,058	2,400,749	2,400,749	6,785	128,500	42,227,389		
3/31/2018	954,414	32,112,447	187,200	5,116,800	15,000	460,000	6,839	2,550,000	2,550,000	89,058	2,520,494	2,520,494	6,785	128,500	44,627,389		
4/30/2018	954,414	33,266,861	187,200	5,304,000	12,500	472,500	6,839	2,550,000	2,550,000	89,058	2,640,239	2,640,239	6,785	128,500	47,027,389		
5/31/2018	954,414	34,421,275	187,200	5,491,200	12,500	485,000	6,839	2,550,000	2,550,000	89,058	2,760,984	2,760,984	6,785	128,500	49,427,389		
6/30/2018	636,276	35,057,551	156,000	5,647,200	12,500	497,500	6,839	2,550,000	2,550,000	89,058	2,880,729	2,880,729	6,785	128,500	51,827,389		
7/31/2018	1,590,690	36,648,241	312,000	5,959,200	25,000	522,500	6,839	2,550,000	2,550,000	89,058	3,000,474	3,000,474	6,785	128,500	54,227,389		
8/31/2018	1,590,690	38,238,931	93,600	6,052,800	7,500	530,000	6,839	2,550,000	2,550,000	89,058	3,120,219	3,120,219	6,785	128,500	56,627,389		
9/30/2018	143,162	38,382,093	93,600	6,146,400	5,000	535,000	6,839	2,550,000	2,550,000	89,058	3,240,964	3,240,964	6,785	128,500	59,027,389		
10/31/2018	121,915	38,504,008	31,200	6,177,600	2,500	537,500	6,839	2,550,000	2,550,000	89,058	3,360,709	3,360,709	6,785	128,500	61,427,389		
Total Budgeted Total Project		\$ 31,813,800		\$ 6,240,000		\$ 500,000		\$ 424,088		\$ 2,550,000		\$ 2,968,616		\$ 339,270		\$ 3,855,000	\$ 48,690,774

Bill Campbell

From: Schutzman, Tim [Tim.Schutzman@cranberrytownship.org]
Sent: Tuesday, July 28, 2015 1:56 PM
To: 'Bill Campbell'
Subject: BCWPCF Upgrade - Estimated Project Schedule

Hi Bill,

Please find attached the estimated time schedule for the BCWPCF Upgrade.

Bid Project - November 16, 2015

Open Bid - February 17, 2016

Review and make Recommendation - February 25, 2016

Request Board Approval – March 2, 2016

Construction to begin in April / May 2016

Construction of the BCWPCF Upgrade estimated to complete in 2 ½ years

If you have any questions do not hesitate to contact me.

Thank you,

Tim

Timothy J. Schutzman, P.E.

Waterworks Coordinator

2525 Rochester Road, Suite 400

Cranberry Township, PA 16066-6499

Phone: 724-776-4806 Ext. 1163

Fax: 724-7764420



Tim.Schutzman@cranberrytownship.org

www.cranberrytownship.org

RESOLUTION OF
THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF MARSHALL

WHEREAS, the Township of Marshall (the "Township") has previously organized The Marshall Township Municipal Sanitary Authority (the "Authority") pursuant to the Pennsylvania Municipality Authorities Act, Chapter 56 of Title 53 of the Pennsylvania Consolidated Statutes, as amended (the "Act"), and pursuant thereto, the Authority is authorized under the Act to acquire, hold, construct, improve, lease, maintain, own, operate and finance projects for public sewage collection and treatment and all facilities necessary or incident thereto, as defined in the Act; and

WHEREAS, the Authority has previously acquired, constructed and improved its sewage collection facilities serving the Township (the "Sewer System"); and

WHEREAS, the Township has previously issued its \$4,000,000, General Obligation Bonds, Series of 2008 (the "2008 Bonds"), in order to facilitate the funding by the Authority of its 2008 Project (as hereinafter described) by making a loan to the Authority (the "Loan") pursuant to the terms of a Loan and Security Agreement dated as of April 16, 2008 (the "2008 Loan Agreement"); and

WHEREAS, the Authority applied a portion of the proceeds of the Loan to construct certain extensions of and other improvements to its Sewer System (the "2008 Project"); and

WHEREAS, the Township has previously issued its \$3,320,000 aggregate principal amount of General Obligation Bonds, Series A of 2012 (the "2012 Bonds"), the proceeds of which were applied to the advance refunding of the 2008 Bonds; and

WHEREAS, the Authority has determined to issue its Sewer Revenue Bonds, Series of 2015 (the "2015 Bonds"), under a Trust Indenture (the "Indenture") dated the date of delivery of the 2015 Bonds between the Authority and Zions First National Bank, as trustee (the "Trustee") to obtain the funds necessary to (1) fund a capital project consisting of the Authority's allocable share of the design and construction of the expansion and upgrade of Cranberry Township's Brush Creek Sewage Treatment Plant and related facilities (the "2015 Capital Improvements"); (2) fund the Debt Service Reserve Fund (as herein defined), through either a cash deposit or the acquisition of a surety bond or insurance policy; and (3) pay the cost and expenses of issuing and insuring the 2015 Bonds (together, the "Project"); and

WHEREAS, the 2008 Loan Agreement contains certain terms and conditions which, if they remain in effect at time of the delivery of the Indenture, may conflict with said Indenture; and

WHEREAS, it is in the best interest of the Township to amend and restate the 2008 Loan Agreement so that certain terms, conditions and requirements thereof are conformed to the requirements of the Indenture; and

WHEREAS, the Township desires to authorize the execution and delivery, subject to certain contingencies described hereinbelow, of the amended and restated loan agreement (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MARSHALL, AS FOLLOWS:

1. The execution and delivery of the Amendment by the Township is hereby authorized, subject to the occurrence of the following events:

a. An agreement between the Authority and the Township of Cranberry as to the Authority's allocable share of the costs of the design and construction of the expansion and upgrade of the Brush Creek Sewage Treatment Plant and related facilities;

b. The issuance, by the Authority, of the 2015 Bonds;

c. The execution and delivery of an Intercreditor Agreement between the Township and the Authority (the "Intercreditor Agreement"), the substantial form of which is hereby approved by the Township; and

d. In all events, the approval as to final form of the Amendment by the Township's solicitor.

2. Without limiting the generality of the foregoing, and subject to the foregoing conditions:

a. The execution and delivery by the Authority of the Indenture is hereby approved, to the extent such approval may be required pursuant to the 2008 Loan Agreement;

b. The funding of the Authority's allocable share of the 2015 Capital Improvements is hereby approved, to the extent that such approval may be required pursuant to the 2008 Loan Agreement; and

c. The incurrence by the Authority of the indebtedness evidenced by the 2015 Bonds is hereby approved, to the extent such approval may be required pursuant to the 2008 Loan Agreement.

3. Subject to the foregoing, the Chairman or Vice Chairman of the Township are hereby authorized to execute the Amendment and the Intercreditor Agreement on behalf of the Township, the execution of such documents to be conclusive evidence of such approval, and the Secretary or Assistant Secretary are hereby authorized to cause the corporate seal of said Township to be affixed thereto and to attest the same.

4. This Resolution shall be effective immediately upon its adoption.

Duly adopted by the Board of Supervisors of the Township of Marshall, in lawful session assembled on 27, 2015.



Attest:

Doreen Snyder
Secretary

TOWNSHIP OF MARSHALL

[Signature]
Chairman

RESOLUTION NO. 190

THE MARSHALL TOWNSHIP MUNICIPAL SANITARY AUTHORITY

WHEREAS, The Marshall Township Municipal Sanitary Authority (the "Authority") is a body corporate and politic organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania, particularly the Municipality Authorities Act, as amended (53 Pa. C.S.A. § 5601 et seq.) (the "Act") having been duly organized by the Township of Marshall, Allegheny County, Pennsylvania (the "Township"); and

WHEREAS, the Authority is authorized by law, among other things, to acquire, hold, construct, improve, own, maintain and operate sewers, sewer systems or parts thereof, sewage treatment works, including works for the treating and disposing of industrial waste, and to borrow moneys and to issue its bonds and notes and to secure the payment of such bonds and notes by pledge or deed of trust of all of its receipts and revenues and to make such agreements with the purchasers or holders of such bonds or notes or with others in connection with any such bonds and notes, whether issued or to be issued, as the Authority shall, subject to the provisions of the Act, deem advisable; and

WHEREAS, the Authority owns and operates a sewage collection system (the "Sewer System") and provides sewer service to customers in the Township; and

WHEREAS, the Township has heretofore issued its General Obligation Bonds, Series of 2008 (the "2008 Township Bonds") and loaned a portion of the proceeds (the "Loan") thereof to the Authority for the purpose of financing the construction of certain extensions of and other improvements to the Sewer System; and

WHEREAS, the Township and the Authority entered into a Loan and Security Agreement dated as of April 16, 2008 (the "Loan Agreement") setting forth the duties and obligations of the Authority and the Township with respect to the Loan and the repayment thereof by the Authority; and

WHEREAS the 2008 Township Bonds were subsequently advance refunded by the Township's General Obligation Bonds, Series A of 2012 which are currently outstanding in an aggregate principal amount of \$3,095,000 (the "Township Bonds"); and

WHEREAS, the Authority has determined to issue its Sewer Revenue Bonds, Series of 2015, in the maximum aggregate principal amount of \$8,000,000 (the "2015 Bonds"), under a Trust Indenture (the "Indenture") between the Authority and Zions First National Bank (the "Trustee") to obtain the funds necessary to (1) fund a capital project consisting of the Authority's allocable share of the design and construction of the expansion and upgrade of Cranberry Township's Brush Creek Sewage Treatment Plant and related facilities (the "2015 Capital Improvements"); (2) fund a deposit to the Debt Service Reserve Fund (as defined in the Indenture), through either a cash deposit or the acquisition of a surety bond or insurance policy; and (3) pay the cost and expenses of issuing and insuring the 2015 Bonds (together, the "Project"); and

WHEREAS, the Authority and the Township shall, as a condition precedent to the issuance of the 2015 Bonds, enter into an Amended and Restated Loan Agreement (the "Amended and Restated Loan Agreement") in order to conform certain terms of the Loan Agreement to the requirements of the Indenture; and

WHEREAS, the Authority, the Township and the Trustee shall, as a condition precedent to the issuance of the 2015 Bonds, enter into an Intercreditor Agreement (the "Intercreditor Agreement") in order to confirm the shared first lien status of the Trustee, pursuant to the Indenture, and the Township with respect to the Pledged Revenues derived by the Authority from the ownership and operation of the Sewer System; and

WHEREAS, the Authority will hereafter negotiate a proposal (the "Bond Purchase Proposal") with PNC Capital Markets LLC (the "Underwriter"), for the purchase of the 2015 Bonds; and

WHEREAS, the Authority wishes to authorize the execution and delivery of the Bond Purchase Proposal and to authorize the transactions described therein, including without limitation the execution and delivery by the Authority of the following instruments, agreements and documents (collectively, the "Bond Documents"): (a) the Indenture, to be dated the date of delivery of the 2015 Bonds, between the Authority and the Trustee; (b) the form of the 2015 Bonds provided in the Indenture and conforming as to principal, interest and financial terms with the description thereof in the Bond Purchase Proposal; (c) the preliminary Official Statement (the "Preliminary Official Statement") in respect of the 2015 Bonds; (d) the final Official Statement (the "Official Statement") in respect of the 2015 Bonds; (e) the commitment for bond insurance (the "Bond Insurance Commitment") issued to the Authority by the provider of the policy of municipal bond insurance (the "Bond Insurer"); (f) the Amended and Restated Loan Agreement; (g) the Intercreditor Agreement; and (h) such certificates and undertakings of the Authority to be provided to the Underwriter, the Trustee, Bond Insurer and others related to the due execution and delivery of the Bond Documents, the undertaking to comply with certain laws, and other related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MARSHALL TOWNSHIP MUNICIPAL SANITARY AUTHORITY, AS FOLLOWS:

Section 1 - Authorization of Bonds

The Authority does hereby authorize and direct the issuance of the bonds to be designated "The Marshall Township Municipal Sanitary Authority Sewer Revenue Bonds, Series of 2015", in the maximum aggregate principal amount of \$8,000,000 for sale and delivery to the Underwriter, according to the terms and conditions of the Bond Purchase Proposal, to be negotiated hereafter between the Board of the Authority and the Underwriter; provided, however, the Bond Purchase Proposal shall be subject to approval by Chairman or Vice Chairman of the Authority and the Solicitor. The 2015 Bonds will be issued pursuant to the Indenture, the form of which has been prepared in draft form and submitted to the Authority and the Solicitor for their review. The issuance of the 2015 Bonds is contingent upon the execution and delivery of the Amended and Restated Loan Agreement and the Intercreditor Agreement. The 2015 Bonds, when issued, will be revenue obligations of the Authority, payable solely from the receipts and revenues of the Authority

received from its operation of the Sewer System as described in the Indenture and other funds pledged therefor. The 2015 Bonds are authorized to be insured as to the payment of principal and interest by the Bond Insurer, selected pursuant to a request for proposals arranged by the Underwriter and named in the Bond Purchase Proposal, pursuant to all the terms and conditions of the Bond Insurance Commitment. The 2015 Bonds will be issued, sold and delivered for, and the proceeds thereof applied to, the Project.

The Authority hereby authorizes and directs the proper officers of the Authority to execute and/or attest the Bond Purchase Proposal and the Bond Documents. Further, the Authority does hereby authorize all other actions necessary for the achievement of the Project and the sale and issuance of the 2015 Bonds.

The Authority hereby authorizes the sale of the 2015 Bonds to the Underwriter in accordance with the terms of the Bond Purchase Proposal. The 2015 Bonds shall bear interest at the rates, mature on the dates and in the principal amounts, be subject to mandatory and optional redemption (if at all) and generally have all the other terms and conditions set forth in the Bond Purchase Proposal.

The preparation and distribution of the Preliminary Official Statement by the Underwriter is hereby approved. The Preliminary Official Statement shall be "deemed final", as of its date, for purposes of SEC Rule 15c2-12, subject to the insertion of appropriate pricing and other changes to reflect the terms of the sale of the 2015 Bonds as provided in the Bond Purchase Proposal. Upon preparation of a final Official Statement, the Chairman or Vice-Chairman is hereby authorized and directed to execute the same with such changes therein from the preliminary document as may be necessary, and the Underwriter is authorized to use the Official Statement in connection with the sale of the 2015 Bonds.

The Authority hereby nominates and appoints the following persons, firms or corporations to their named respective duties in connection with the issuance, sale and delivery of the 2015 Bonds: Zions First National Bank- Trustee; Dinsmore & Shohl LLP - Bond Counsel; and PNC Capital Markets LLC- Underwriter.

The Authority hereby authorizes payment, from a clearing fund to be established pursuant to the Indenture, of all costs and expenses incurred in connection with the preparation, issuance and sale of the 2015 Bonds, as may be set forth in a settlement statement to be signed by any proper officer of the Authority.

No recourse under or upon any obligation, covenant or agreement made with respect to the 2015 Bonds may be had against any past, present or future member, officer or employee of the Authority or any successor of the Authority under any rule of law, statute or constitutional provision, it being expressly agreed and understood that all obligations relating to the 2015 Bonds are solely corporate obligations of the Authority and that no personal liability whatsoever will be attached to, or be incurred by, such members, officers or employees of the Authority or any successor of the Authority by reason of any obligation, covenant or agreement relating to the 2015 Bonds

The Chairman or Vice-Chairman and the Treasurer (each a "Designated Officer"), or their respective successors, as before, are hereby authorized and directed to deliver the 2015 Bonds to the

Trustee for authentication and thereafter to the Underwriter upon receipt of the purchase price therefor. The Trustee and its officers, as appropriate, are hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the 2015 Bonds, to execute and deliver certificates, agreements and other documents and to do all other acts, upon the advice of counsel and/or request of the Underwriter, as required under, or reasonably contemplated by the Indenture, the 2015 Bonds or the Bond Purchase Proposal, or as may be reasonable and necessary to ensure a satisfactory settlement of the sale of the 2015 Bonds and a proper application of the proceeds to the Project.

Section 2 – Federal Tax Covenants

Compliance in General. The Authority hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Authority represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the 2015 Bonds to the Registered Owners thereof conferred by said Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Not a Private Activity Bond. The Authority covenants that the 2015 Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

Non-Arbitrage. The Authority covenants that no portion of the proceeds of the 2015 Bonds is reasonably expected (at the time of issuance of the 2015 Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition shall not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the 2015 Bonds, or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) which produces a yield over the term of the 2015 Bonds which is materially higher than the yield on the 2015 Bonds, but shall not include any tax-exempt bond.

Required Rebate. The Authority covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if such nonpurpose investments were invested at a rate equal to the yield on the 2015 Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment shall be taken into account]) to the United States in accordance with the provisions of Section 148(f) of the Tax

Code and regulations thereunder, but only as and to the extent that none of the following exceptions apply to the Authority.

Exceptions. Rebate to the United States as described above shall not be required of the Authority if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** -- the gross proceeds of the 2015 Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the 2015 Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the 2015 Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the 2015 Bonds; or (ii) **18-MONTH SPEND-DOWN** -- the following cumulative percentages of the gross and investment proceeds of the 2015 Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the 2015 Bonds: 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of thirty months); or (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** -- the following cumulative percentages of the gross and investment proceeds of the 2015 Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the 2015 Bonds: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** -- (1) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund, if any) of the 2015 Bonds is to be used for local governmental activities of the Authority (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Authority, and all subordinate entities thereof (but not including any Bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the 2015 Bonds are issued, is not reasonably expected to exceed \$5,000,000 (\$15,000,000, in the case of certain bonds issued for school construction purposes).

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the 2015 Bonds, "available construction proceeds" has the meaning used in §148(f)(4)(C)(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the 2015 Bonds, except accrued interest on the 2015 Bonds deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the 2015 Bonds and not required to carry out the governmental purpose of the 2015 Bonds.

The Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Information Reporting. The Authority shall prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

Qualified Tax-Exempt Obligations. The Authority hereby designates the 2015 Bonds to be “qualified tax-exempt obligations” for the purposes of, and according to all the terms and conditions of, Section 265(b)(3) of the Tax Code. Having considered tax-exempt obligations, including the 2015 Bonds, to be issued during the calendar year in which the 2015 Bonds are to be issued, the Authority represents and covenants that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Authority (together with all subordinate entities) during said calendar year does not exceed \$10,000,000.

For these purposes, “tax-exempt obligations” means any obligation the interest on which is wholly exempt from taxes under the Tax Code.

Section 3 - Incidental Action

Each officer of the Authority is authorized and directed to do all things necessary and proper to give effect to the foregoing resolutions, to consummate the issuance of the 2015 Bonds, to file appropriate returns with the Internal Revenue Service, and to comply with all laws relating to the performance by the Authority in connection with its obligations under the Bond Documents.

Section 4 - Open Meeting

The Board of the Authority hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting, and that all deliberations of the Board, and of its committees, if any, which resulted in formal action, were in meetings open to the public and pursuant to notice in compliance with applicable legal requirements.

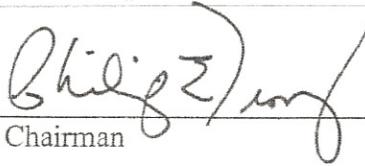
Section 5- Effective Date

This Resolution will be effective immediately upon its adoption.

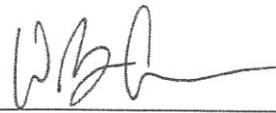
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Duly adopted by the Board of The Marshall Township Municipal Sanitary Authority, in lawful session assembled on July 28, 2015.

THE MARSHALL TOWNSHIP MUNICIPAL SANITARY
AUTHORITY

By: 
Chairman

ATTEST:


Manager