

**WEATHERLY BOROUGH COUNCIL  
REGULAR MEETING  
February 24, 2025  
5:00 P.M.**

The Regular Meeting of Weatherly Borough Council was held on February 24, 2025, at 5:00 p.m. in the Municipal Building.

Mayor Paul Hadzick called the meeting to order, followed by the invocation and pledge of allegiance.

Council Members attending: Michael Bellizia, Vincent Cuddeford II, Joseph Cyburt, Jeffery Miller, Norman Richie, Paul Hadzick and absent: Theresa D'Andrea.

Also attending: Borough Manager, Harold Pudliner; Borough Solicitor, James Nanovic; Borough Secretary, Lori O'Donnell; Deputy Borough Manager, Tracy Grover; Police Sgt. Michael Bogart, Blue Ridge Cable Channel 13 Cameraperson, Jake Kovacz; Times News reporter, Kelly Socha; Journal Newspaper reporter, Ruth Isenberg; and citizens: Bill Beattie, Joshua Krieger, Corey Gerhart, Matt Quinn, Donny Weston and Adan Alvarado.

**MINUTES:**

The minutes of the Regular Meeting of January 27, 2025, were presented to Council for approval.

The minutes of the Regular Meeting of January 27, 2025, were approved on a motion by Norman Richie, seconded by Joseph Cyburt, and approved by general acclaim of Council.

**TREASURER'S REPORT:**

The Treasurer's Report for January, 2025, was presented and reflected a balance of \$155,134.76.

The Treasurer's Report for January, 2025, was approved on a motion by Joseph Cyburt, seconded by Michael Bellizia and by general acclaim of Council.

**BILLS:**

The bills for February, 2025, totaling \$308,571.47 were presented to Council.

A motion to approve all of the bills was made by Norman Richie, seconded by Jeffery Miller and approved by general acclaim of Council.

**BUSINESS:**

**1. Key Lock Box Ordinance.**

There are a few buildings in town that have apartments in them and with the Schwab School apartments in the future, the fire department has requested that Council add this ordinance. This will allow entry to these apartments in case of an emergency situation. This will replace having master keys in the fire truck.

## ARTICLE

### Key Lock Boxes

#### § . Key lock box system.

- A. The following structures shall be equipped with a key lock box at or near the main entrance or such other location required by the Fire Chief:
  - (1) All newly constructed and/or newly renovated commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency;
  - (2) All newly constructed and/or newly renovated multifamily residential structures that have restricted access through locked doors and have a common corridor for access to the living units;
  - (3) Governmental structures and nursing-care facilities;
  - (4) All newly constructed and/or newly renovated retail structures, and any structure containing retail sales, over 1,000 square feet;
  - (5) Any newly constructed and/or renovated structure over 5,000 square feet.
- B. All structures subject to this section shall have the key lock box installed and operational prior to the issuance of an occupancy permit. The property owner shall notify the Fire Chief of Palmerton Fire Department and the Borough Secretary that the lock box has been installed within 30 days of installation.
- C. The key lock box system shall be located:
  - (1) At or near the recognized public entrance or at the first locked passage to access the structure.
  - (2) The lock box shall be located at a height of not less than four feet and not more than six feet above final grade.
- D. The owner and/or operator of a structure required to have a key lock box shall, at all times, keep keys to the following in the box (as applicable):
  - (1) Main entrance door.
  - (2) Alarm room (if one exists).
  - (3) Mechanical rooms and sprinkler control rooms.
  - (4) Fire alarm control panel.
  - (5) Electrical rooms.
  - (6) Special keys to reset pull station or other fire protection devices.
  - (7) Elevator keys, if required.
  - (8) All other rooms as specified during the plan review process.
- E. The Fire Chief shall be authorized to implement rules and regulations for the use of

the lock box system.

- F. The Palmerton Fire Department shall keep a record of the use of the access to any building through the key lock box system. This record may be kept on location at the offices of the West End Fire Company No. 2 in conjunction with the Carbon County Telecommunications Center. The records shall be kept for a period of three years.

**§ . Violations and penalties. [Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]**

Any person who shall violate any provision of this article shall, upon conviction thereof, be sentenced to pay a fine as provided in Chapter 1, General Provisions, Article II, § 1-17A.

**§ . Enforcement.**

This article shall be enforced by the Code Enforcement Officer of the Borough of Palmerton or his designee.

Michael Bellizia questioned the cost of this project. Vincent Cuddeford II the following costs:

Commercial Box = \$300-500 / Box and Master Key Digital Key Box = \$1,400/Box (Fire Co. Boxes)

The fire company will need one in each truck and the boxes will come coded. The fire company boxes can be purchased in increments. He said that the cost would pertain to the number of boxes needed. Vincent Cuddeford II suggested tabling this item until next month's meeting. Michael Bellizia asked to see a list of the properties involved.

A motion to move forward with the key boxes, research and table the item until next month's meeting was made by Joseph Cyburt, seconded by Jeffery Miller and approved by general acclaim.

**2. AMP Ohio Resolution and Master Agreement to Participate in the Safety and Training Programs.**

AMP Ohio gives its member safety training which is very much needed in this industry. They are after all these years of providing training, now submitting to its members that there will be rules and regulations. The safety and training programs resolution and master services agreement they are requesting reads as follows:

*Pertaining to AMP Contract No. 2024-010538-SCHED*

**BOROUGH OF WEATHERLY, PENNSYLVANIA  
RESOLUTION**

**TO APPROVE THE EXECUTION OF A**

**SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. FOR  
PARTICIPATION IN SAFETY AND TRAINING PROGRAMS**

WHEREAS, the Borough of Weatherly, Pennsylvania ("Municipality") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, American Municipal Power, Inc. ("AMP") is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and

WHEREAS, AMP and Municipality have entered into a Master Services Agreement, AMP Contract No. C-12-2004-4124, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and

WHEREAS, Municipality desires to participate, and AMP desires for Municipality to participate, in Safety and Training Programs, on terms and conditions as generally set forth in a participating member schedule between AMP and Municipality ("Schedule to Master Services Agreement for Participation in Safety and Training Programs"), on file with the Clerk;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE BOROUGH OF WEATHERLY, PENNSYLVANIA:

SECTION 1: That the Schedule to Master Services Agreement for Participation in Safety and Training Programs between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including any appendices and/or exhibits thereto, are approved, and the Borough Manager of Municipality is hereby authorized to execute and deliver the Schedule to Master Services Agreement for Participation in Safety and Training Programs, with such changes as the Borough Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the Schedule to Master Services Agreement for Participation in Safety and Training Programs to be conclusive evidence of such approval.

SECTION 2. That the Borough Manager is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Schedule to Master Services Agreement for Participation in Safety and Training Programs.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 4. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 5. That this Resolution shall take effect at the earliest date allowed by law.

MP CONTRACT NO. 2024-  
010538-SCHED

**SCHEDULE TO MASTER SERVICES**  
**AGREEMENT FOR PARTICIPATION**  
**IN**  
**SAFETY AND TRAINING**  
**PROGRAMS**

**WHEREAS**, the Borough of Weatherly, Pennsylvania (herein “Municipality”) owns and operates a municipal electric system that provides electric power and energy to its customers; and

**WHEREAS**, American Municipal Power, Inc. (“AMP”) is a private, not for profit, corporation that provides various services and training opportunities to its members, directly or indirectly through various affiliated entities, including, but not limited to, Municipal Energy Services Agency (all such affiliated entities referred to collectively as “Affiliated Entities” and together with AMP, the “AMP Entities”); and

**WHEREAS**, the Municipality is a member of AMP and has executed a Master Services Agreement with AMP, designated as Contract No. C-12-2004-4124 (the “Master Services Agreement”); and

**WHEREAS**, AMP and/or its Affiliated Entities conduct, at various times during the year, safety and training programs (each, a “Program”) for AMP’s members and their employees; and

**WHEREAS**, the Master Services Agreement contemplates the purchase of other services pursuant to subsequent schedules and the Municipality desires to participate and to have its employee(s) participate in the Programs pursuant to this Schedule to Master Services Agreement for Participation in Safety and Training Programs (this “Schedule”); and

**NOW THEREFORE**, in consideration of the conditions, terms and covenants herein, the Parties agree as follows:

Section 1. Training

The Municipality understands and agrees that no employees of the Municipality will be able to participate in the Programs unless this Schedule

has been executed by the Municipality and is on file with AMP prior to its employees' participation in any Program. This Schedule, once executed and delivered to AMP, will remain on file and be effective for the duration of the Master Services Agreement or any extension thereof.

The Municipality understands and agrees that the AMP Entities, within their sole discretion, have the right to cancel, reschedule, or relocate any Program for any reason.

Municipality understands and agrees that any employee of the Municipality may be prohibited from participating in a Program if the person conducting the Program on behalf of AMP Entities determines, in his or her sole discretion, that the employee:

- a. is not qualified to participate in the Program due to insufficient experience or prior training;
- b. is not in sufficient health, mentally or physically, to participate in the Program;
- c. appears to be under the influence of alcohol or illegal drugs;
- d. appears to be under the influence of any medication, prescribed or otherwise, that affects the employee's motor coordination, judgment, or ability to understand and follow directions; or
- e. refuses to comply with all rules and regulations regarding the conducting of the Program.

Program registration must be submitted by Municipality in conjunction with the Programs. Registration may be submitted to AMP either electronically, via an AMP approved online registration service, or by completing and returning the attached Appendix A, "Program Registration Form", which may be updated by AMP from time to time. Registration shall be submitted for each Program in which Municipality desires to participate on or prior to the registration deadline noted by the AMP Entity hosting the Program.

## Section 2. Liability and Indemnification

The Municipality agrees and understands that some Programs being provided by the AMP Entities, no matter how controlled the environment and how many safety devices are employed, are inherently risky activities that may result in serious injury or death to an employee of the Municipality or another person.

AMP's and/or its Affiliated Entities' liability for any injury or damage that is caused by the actions or omissions of AMP or its Affiliated Entities in the provision of any Program, is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's and/or its Affiliated Entities' liability shall be limited to two times (2x) the amount paid for Programs hereunder, or \$50,000, whichever is greater.

This Section 2 shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

### Section 3. Fees

The billing and invoicing terms and conditions set forth in the Master Services Agreement shall be applicable to any fees payable for a Program. Charges, if any, for participation in a Program shall be accepted by Municipality in writing, either in Program registration materials or otherwise, prior to participation in the Program.

### Section 4. Municipality's Representations and Warranties

Municipality represents and warrants to AMP and its Affiliated Entities that:

- a. each employee at the time the employee participates in a Program will be qualified, have the training and experience, and be in sufficient health, mentally and physically, to participate;
- b. while participating in any Program, each employee will be acting within the scope of his/her employment with the Municipality;
- c. Municipality provides workers compensation coverage for its employees as required by applicable law and will provide a waiver of subrogation in favor of AMP where permitted by law;
- d. Municipality and its employees will comply with all applicable safety rules which may be issued by an AMP Entity or any governmental entity from time to time in connection with any Program;
- e. if required by AMP or an Affiliated Entity for any Program, it will have at least one supervisor present at all times during the Program who will have sufficient knowledge and experience in the area of the training activities being undertaken to adequately and appropriately supervise the Municipality's employee(s);
- f. all employees who participate in any Program involving pole top training are qualified utility pole climbers or will utilize a fall restraint system;
- g. all employees who participate in any Program have the qualifications specified in writing by AMP or an Affiliated Entity in the Program registration materials; and
- h. any site, facility, poles, safety equipment, or other equipment provided or supplied by the Municipality to be used in any Program are in good condition, safe, adequate, and appropriate for use in the Program.

Section 5. Disclaimers

Municipality agrees and understands that AMP and its Affiliated Entities make no representations or warranties regarding the condition of the site, facility, poles, safety equipment, or other equipment to be used by Municipality's employee(s) during any Program.

IN WITNESS WHEREOF, the Parties have executed this Schedule to Master Services Agreement for Participation in Safety and Training Programs. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the Party through the execution of this Schedule.

**BOROUGH OF WEATHERLY, PENNSYLVANIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Date Title: \_\_

APPROVED AS TO FORM

\_\_\_\_\_

Title: \_\_\_\_\_

**AMERICAN MUNICIPAL POWER, INC.**

For itself and as agent on behalf of its Affiliated Entities

\_\_\_\_\_

Adam Ward  
SVP, Member Services,  
Environmental Affairs,  
& Policy

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_

Lisa McAlister  
SVP & General Counsel



**Schedule to be returned to:**

American Municipal Power, Inc. c/o Legal Operations Specialist 1111 Schrock Road,  
Suite 100

Columbus, Ohio 43229

Telephone No. 614-540-1111

**AMERICAN MUNICIPAL POWER, INC. PROGRAM**  
**REGISTRATION FORM**

**Section A – Course Registration**

The Borough of Weatherly registers its employees for:

Program Title: \_\_\_\_\_

Program Date(s): \_\_\_\_\_

**Section B – Employees Participating**

The following employees will participate (attach additional sheet if necessary):

<b>Participant Name</b>	<b>Job Title</b>	<b>T-shirt Size</b>	<b>P.O. # (if needed)</b>

**Cancellation Policy – If you are unable to attend the training, please notify AMP as early as possible. For fee- based classes, you may send a written request for a class fee refund. Cancellations made less than 30 days prior to start of a fee-based class will be charged a \$250.00 cancellation fee.**

**Evidence of Municipality's current Workers' Compensation coverage must be submitted with this form.**

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Signature of Person Authorized by Municipality

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Date To Register Employees for Program

Send confirmation to: Phone: \_\_\_\_\_  
Fax / E-mail: \_\_\_\_\_

Please send completed form to: Jennifer Flockerzie  
1111 Schrock Road, Suite 100  
Columbus, OH 43229  
FAX (614) 540-1081  
[jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org)

Questions should be directed to Michelle Palmer at (614) 540-1111 or  
mpalmer@amppartners.org.

A motion to approve the AMP Ohio Resolution and Master Agreement to Participate in Safety and Training Programs was made by Norman Richie, seconded by Joseph Cyburt and approved by general acclaim of Council.

**3. Items for Sale on Municibid.**

Mr. Pudliner stated that he would like to list the following items for sale on Municibid for sale:

1. Colt defense slings
2. Honda R. V. generator panel
3. 6 Bright Star light hawk flashlights
4. 1 Thermo King Conex refrigeration unit

A motion to approve the sale of the listed items was made by Joseph Cyburt, second by Michael Bellizia and approved by general acclaim of Council.

**4. Electric Re-Connection and Inspection Requirements Discussion.**

Mr. Pudliner state that Thomas Breznitsky brought this item to his attention. Mr. Pudliner stated that he feels that the Borough should have some formal requirements when re-connections and inspections are required for electrical. We have more activity in real estate and the converting buildings into apartments that have been vacant for a period of time and situations that e did not have to deal with frequently but now it seems that we are in these situations more often than not. He was just looking for guidelines to be defined so the at our electric department as well as the office staff, zoning and building officials know what is expected in these situations. We do not have any guidelines now and would like to have something in place.

**Weatherly Electric re-connection and inspection requirements**

Based on PPL REMSI Rule 19 and PA Uniform Construction Code  
Customer's Equipment - Inspections and reconnections.

**Quick Summary-**

An electrical inspection is required when there are any changes or upgrades to the electrical service equipment (meter base, weather head, panel, service entrance conductors, etc.)

- An electrical inspection is required when there has been any additional wires or equipment added to

- the property.
- The installation of renewable energy systems (solar/wind)
- The installation of an emergency or standby generator

If power has been cut off to the property/structure **for more than one year**

Upon reconnection when property or structure had an emergency disconnect due to faulty equipment, electrical hazard, etc. by Weatherly Electric, Police Department, Zoning/Code Enforcement, Fire Department, and Borough Manager

- After a flooding type of event (see below)
- After a fire (see below)

**a. Requirements:**

The customer's wiring and electrical apparatus shall be installed, maintained and operated by the customer in accordance with and in conformity to any and all, local or other governmental requirements, the National Electrical Code and the IRC, and these rules.

**b. Inspection and Approval:**

Weatherly Borough Electric requires that customer's new, changed, or upgraded electric service entrance facilities be inspected and approved by individuals who are registered or certified by the Commonwealth of Pennsylvania Department of Labor and Industry. This requirement applies to temporary and permanent electric service entrance facilities.

Weatherly Borough Electric requires an electrical inspection and Electric Department work order when:

- o Meter and/or service tampering or involved in theft of service
- o Meter blocked for a period of more than one year
- o Meter removed for a period of more than one year
- o Meter and service removed for a period of more than one year
- o Service line cut at pole for a period of more than one year
- o Replacing a meter base
- o Changing a meter location

- o Upgrading service {example: 100 to 200 amp}
- o Changing from fuses to breakers {which requires service panel to be replaced}
- o Replacing the weather head
- o Replacing a main breaker {in the service panel inside of the building}
- o Replacing a Main Disconnecting Means {main switch or transfer switch}
- o Slip riser installation {if change to meter base is needed}
- o Changing service mast
- o Changing from overhead to underground
- o Renewable energy {Distributed Generation} installations
- o Generator {emergency *I* standby} installation
- o Storm damage to meter base and/or service entrance cable
- o Anytime there is a fire in a premise, regardless of whether or not there is damage to the electrical service. **See f. Electrical Inspection Required After A Fire**
- o Main breaker panel, fuse box, or meter base was under water. **See g. Electrical Inspection Required After A Flood**
- o When requested by Weatherly Borough for an emergency disconnect due to dangerous or faulty equipment.

Weatherly Borough Electric requires all inspection requirements per the NESC, NEC, state, municipal, local, fire and any other applicable code must be met.

**Inspection cut-in cards must be received at the Weatherly Borough office before any service request job can be scheduled.** Successful completion of the inspection indicates to Weatherly Borough that the customer's service entrance facilities are ready for the introduction or re- introduction of electricity by Weatherly Borough's electric distribution system.

Inspections will be conducted by the contracted 3<sup>rd</sup> party agency or delegated by the building code official {BCO}.

Weatherly Borough recommends, in the interest of the customer's protection, that all new wiring or changes and additions to existing wiring be inspected even when there is no Weatherly Borough involvement as stated in 403.62 {d 1-4) of the PA Uniform Construction Code. Additionally, Weatherly urges the customer to have any electrical work inspected if a temporary disconnect was required.

#### **C. Inspection Exemption - Railroad Not Covered in NEC:**

Per NEC 90.8(3) Installations of railways for generation, transformation, transmission or distribution of power used exclusively for operation of rolling stock or installations used exclusively for signaling

and communication purposes are not covered by the NEC and therefore exempt from inspection requirements to connect and reconnect service.

**d. Weatherly Borough May Refuse to Connect to Customer's Facilities Which are Dangerous and Defective:**

Weatherly Borough Electric does not inspect the customer's wiring or electrical apparatus. Before connecting the service, Weatherly Borough Electric checks to see that the customer's service entrance facilities are installed according to Weatherly Borough specifications and are in compliance with all the applicable Weatherly Borough Electric standards.

Weatherly Borough may refuse to connect the service whether or not a signed cut-in card has been secured, when Weatherly Borough Electric Department's judgment of the customer's service entrance facilities are dangerous or defective, do not conform to these rules, or were not installed in accordance with Weatherly Borough Electric standards.

**e. Weatherly Borough Is Not Responsible for Customer's Wiring or Equipment:**

Weatherly Borough is not responsible for the customer's wiring or equipment.

The 3<sup>rd</sup> party inspecting agency which are accepted by Weatherly Borough is not an agent Weatherly Borough in any respect whatsoever, and no liability to Weatherly Borough results from the reliance of the customer on any approval obtained from any such electrical inspection agency. Customers must rely solely on the electrical inspection agencies for assurance that their facilities are safe.

**f. Electrical Inspection Required After a Fire:**

An electrical inspection is required anytime there is a fire, in a premise, regardless of whether or not there is damage to the electrical service.

If a premises neighboring the fire location has had their meter pulled due to a fire, and they share a connecting wall (eg. apartment, town house, row home, twin home, etc.) that premises will also be required to have an electrical inspection prior to reconnecting service regardless of whether or not there is damage to their electrical service.

If a premises neighboring the fire location has also had their meter pulled due to a fire, and:

1. the meter was pulled as a precautionary measure only,
2. the premises DO NOT share a connecting wall (eg. apartment, town house, row home, twin home, etc.) with premises that had the fire, and
3. there has been no fire damage to any part (internal and/or external) of the premises, an electrical inspection will not be required prior to reconnecting service.

**g. Electrical Inspection Required After A Flood:**

Weatherly Borough requires an electrical inspection if the main electric panel (service disconnect equipment), fuse box or meter base was underwater.

If the meter base was not under water, Weatherly Borough will require the customer to sign a waiver attesting that the main electrical panel or fuse box was not under water prior to unblocking the meter.

Weatherly Borough will not enter the building to inspect for water damage on the customer's equipment, this is the responsibility of the 3<sup>rd</sup> party inspector.

h. **Cut-In Card Documents**

An electronic or handwritten version of it will be submitted to the Weatherly Borough office to create a work order number for the electric department to complete.

**Weatherly Borough and Advanced Code Consultant Contacts for inspections.**

Tom Breznitsky (BCO) (570) 249-1529 [tombrez@weatherlyboro.org](mailto:tombrez@weatherlyboro.org)

Greg Kurtz Jr. (570) 436-1354 [gkurtz@advancedcodeusa.com](mailto:gkurtz@advancedcodeusa.com)

A motion to amend and approve the provisions of the Electric Re-Connection and Inspection Requirements was made by Jeffery Miller, seconded by Joseph Cyburt and approve by general acclaim of Council.

**5. Discussion on the Form of Government.**

Mayor Hadzick stated that he would like to go with the standard form of government, not what we have, which we are only 1 of 5 municipalities that have our form of government. He also stated that he wanted Jim Nanovic to prepare a referendum for to go on the May ballot. With our form of government, the mayor has no say and the borough manager has all control and does not have a borough secretary position and the treasurer and borough manager positions are appointed. He added that no appointments are made and wants the form of government where the mayor will have say on things.

Jim Nanovic quoted the change of government rules and said that a study commission must be formed and then placed on the ballot.

Vincent Cuddeford II asked what the mayor's powers would be under the new form of government as opposed to our traditional form of government. Mayor Hadzick stated the under the new form of government the mayor is the chief law enforcement officer. Vincent Cuddeford II asked what the reason was for a mayor with the current form of government. Mayor Hadzick said that he just services as Mayor on Council and serves as the President of Council. He added that there are several optional forms of government, but he was not sure if any have no mayor.

**OTHER ITEMS OF CONCERN:**

**Employee Communication Committee:**

Michael Bellizia contacted all of the Borough department heads since the last meeting. He would like to appoint a committee of 3 people: 1-Chairman with 2 Rotating Members. He asked if their committee meetings can be recorded. He suggested the following to serve on the committee: Vincent Cuddeford II, Norman Richie and himself, Michael Bellizia. Norman Richie added that they will meet with the department heads and the employees will reach out to Michael Bellizia to meet.

A motion to form a committee to meet with the employees and the committee will consist of Michael Bellizia, Vincent Cuddeford II, and Norman Richie was made by Michael Bellizia, seconded by Joseph Cyburt and approved on a roll call vote:

Jeffery Miller	Yes	Norman Richie	Yes
Michael Bellizia	Yes	Vincent Cuddeford II	Yes
Joseph Cyburt	Yes	Paul Hadzick	Yes

#### **Weatherly Hillclimb:**

Joseph Cyburt stated that the hillclimb committee is working with the Pocono Visitors Bureau and the hillclimb will be televised. They are also looking into possibly shuttling people from the Eurana Park parking lot, Trail parking lot and the Borough Building parking lot because there is limited parking on North Street. He went on to say that the non-profit organizations that have stands at the hillclimb make \$25,000 each year and the Hillclimb committee brings in \$78,800 per year. They do have a safety issue they would like to correct by having the Borough install a light about halfway up the road from the Foundry because it is a crowded area and is very dark. They would also like to have basic water from Hill Street to the pad.

#### **Electric Bill Explanation:**

Adan Feliciano Alvarado from West Main Street requested an explanation of his utility billing. He was questioning the amount of his bill. He asked how much the increase was on the utility rates and Mr. Pudliner told him 15%. Lori O'Donnell also stated that the bills Mr. Alvarado was questioning were final bills that actually covered 1 ½ months' worth of usage because of when he closed his accounts, so they would be more than his usual usage because the billing was for more than one month.

#### **Note of Appreciation:**

Jeffery Miller stated that he appreciates all the work the employees did for the last snow storm.

#### **EXECUTIVE SESSION – Discussion on the Non-Uniform Pension Plan:**

A motion to enter executive session at 5:59 pm was made by Norman Richie, and seconded by Vincent Cuddeford II.

A motion to exit executive session at 6:22 pm was made by Joseph Cyburt, and seconded by Jeffery Miller.

#### **ADJOURN:**

A motion to adjourn the meeting at 6:32 pm was made by Norman Richie, seconded by Joseph Cyburt.