

**TROY BOROUGH COUNCIL
REGULAR MEETING
February 29, 2024**

02/29/24

3:30 pm

TROY SALE BARN 50 BALLARD ST.

Call to Order: Jason Hodlofski, President

Flag Salute

1. Minutes Approval

- January 25

Steve Lambert made a motion to approve the January minutes as presented. Dave Blair seconded the motion. The motion passed by a unanimous voice vote.

2. Paid Bills

- General ledger \$118,812.73 (attached)
- ACT 655 HWY AID \$3356.65 (attached)

Timothy Bruce made a motion to approve the bills presented. The motion was seconded by Dave Blair and passed by unanimous voice vote.

3. President / Managers Report

A. Heritage Garden Club Pres. (Caroline Hall)

Shared information with Council about some changes the club is planning for the future. Also advised on other services the club has to offer other than the seasonal planting in the downtown area. Council thanked her for the work the club does to keep our town looking great. (Presentation attached)

B. Committee Assignments

President Jason Hodlofski presented committee assignments for 2024. (attached)

C. Account summary YTD / Financial RPT / Act 13

Manager reviewed the Boroughs fund balance changes from January 2023 to January 2024 along with an accounting of ACT 13 revenues and expenses. (attached)

D. Pension Audits

Manager informed Council that the Office of the Auditor General is currently auditing both the uniform and non-uniform pension plans. All requested documents have been submitted electronically. A phone conference was held 2/27/24 to start the process

E. NAWSC

A fully executed contract with the National Water Specialties Company is now on file. The Boroughs customer list has been electronically submitted to NAWSC so they can begin establishing an inventory.

F. YE Water RPT / Water Audit

The year end water report for 2023 was presented. (attached) The report shows water use (sold) for 4 categories, Domestic, Commercial, Industrial and Institutional. Total water sold for the year was 66,471 GPD. The Manager explained the water audit process being conducted to pin down actual water loss in the system. The non-revenue water, water loss under varying circumstances is 109,100,560 MG/YR. (Audit Summary attached)

G. PFAS Test Results

The test was submitted on 2/15/24, with a required turnaround date of 3/30/24. As of the date of this meeting there has been no results submitted to the Borough. If we do not report the results to DEP by the end of the quarter the Borough will be held in violation.

H. Source Water Protection Plan

Our source water protection plan details steps that can be taken to safeguard the groundwater we use in our PWS. In the program update I have scheduled to work with PA DOT to put up water supply area signs and to work with our local emergency coordinator to develop a response plan in the event of a spill within that area.

I. Penn-Vest Surcharge / Sewer

The 1.5 million dollar loan used to upgrade portions of the water system in early 2000 has matured. The completion of the grit removal system at the wwtp is estimated at \$150,000 and the rebuild of the two clarifiers for equipment only is \$280,000. I would recommend moving the water surcharge to the sewer budget and putting it into the sewer sinking fund until these projects are underway. Then use the sinking fund and the monthly surcharge to service any debt required to complete both projects. Motion by David Blair to move the surcharge as recommended was seconded by John Davis. The motion passed by unanimous voice vote

J. Annual Reports Submitted & Pending

Manager noted that all annual reports have been submitted with only two pending. The Chapter 94 waste management report due to DEP and the ACT 13 report due to the Public Utility Commission.

K. Year-End Police Report (attached)

L. Liquid Fuels

The Liquid Fuels MS-965 report has been filed with PA-DOT

Meeting Adjourned 4:30 PM

Respectfully Submitted

Daniel J. Close
Manager / CAO

TROY BOROUGH

Bank Account Register

GENERAL FUND CHECKING

January 26, 2024 - February 22, 2024

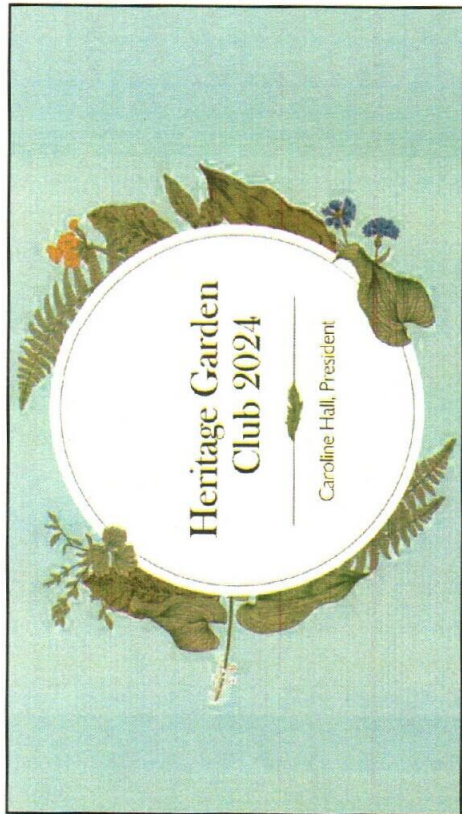
Date	Reference	Payee ID	Description	Checks/ Payments
01/30/24	23379	SCT	SCT COMPUTERS	1,505.00
01/30/24	23380	DAI	THE DAILY REVIEW	34.10
01/30/24	23381	SCH	SCHOONOVER PLUMBING & HEATING	125.00
01/30/24	23382	WWM	WATER WORKS METROLOGY	6,885.82
01/30/24	23383	FAIR	PACE ANALYTICAL SERVICES, LLC	832.30
01/30/24	23384	NTS	NORTHERN TIER SOLID WASTE	118.00
01/30/24	23385	LAR	LARSON DESIGN GROUP, INC.	724.40
01/30/24	23386	CCARD	CARDMEMBER SERVICES	1,024.04
01/30/24	23387	DWP	DON WHITE PAYROLL SERVICES	7,929.16
01/30/24	23388	HOO	HOOVER HARDWARE	309.45
01/30/24	23389	HEA	HEATHER NICHOLS	150.00
01/30/24	23390	SSTA	STEVE SHANNON TIRE & AUTO CENTERS	38.95
01/30/24	23391	SCT	SCT COMPUTERS	25.00
01/30/24	23392	VER	VERIZON WIRELESS	168.46
02/01/24	23393	JONE	JCI JONES CHEMICALS, INC.	5,301.63
02/01/24	23394	SBI	SNYDER BROTHERS INC.	381.49
02/01/24	23395	DON	DONALD WHITE	60.00
02/01/24	23396	SCT	SCT COMPUTERS	419.80
02/01/24	23397	TCOC	TROY CHAMBER OF COMMERCE	90.00
02/01/24	23398	CMS	CONRAD SIEGEL ACTUARIES	4,400.00
02/01/24	23399	DWP	DON WHITE PAYROLL SERVICES	8,256.58
02/01/24	23400	GPU	PENELEC	1,196.84
02/01/24	23401	CIT	C & N BANK	480.00
02/07/24	23402	COL	COLUMBIA CROSS ROADS EQUIPMENT	294.00
02/07/24	23403	SBI	SNYDER BROTHERS INC.	490.21
02/07/24	23404	NYSTC	NEW YORK STATE TEAMSTERS COUNCIL	40.65
02/07/24	23405	SCT	SCT COMPUTERS	419.80
02/07/24	23406	DANDY	DANDY MINI MARTS, INC.	554.33
02/07/24	23407	NAPA	NAPA AUTO PARTS OF WYSOX	20.98
02/07/24	23408	UGI	UGI UTILITIES, INC	322.04
02/07/24	23409	UGI	UGI UTILITIES, INC	166.08
02/07/24	23410	UGI	UGI UTILITIES, INC	52.00
02/07/24	23411	GPU	PENELEC	1,459.23
02/07/24	23412	GPU	PENELEC	1,580.08
02/07/24	23413	GPU	PENELEC	162.34
02/07/24	23414	GPU	PENELEC	66.30
02/07/24	23415	GPU	PENELEC	202.43
02/07/24	23416	GPU	PENELEC	28.13
02/07/24	23417	GPU	PENELEC	2,573.98
02/07/24	23418	GPU	PENELEC	57.61
02/07/24	23419	TEAM	TEAMSTERS LOCAL #118	53.00
02/07/24	23420	FAIR	PACE ANALYTICAL SERVICES, LLC	950.40
02/07/24	23421	DWP	DON WHITE PAYROLL SERVICES	7,613.54
02/07/24	23422	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	9,934.22
02/07/24	23423	STIF	STIFFLER, MCGRAW & ASSOCIATES, INC.	5,786.20
02/09/24	23424	WWM	WATER WORKS METROLOGY	10,229.40
02/09/24	23425	NYSTC	NEW YORK STATE TEAMSTERS COUNCIL	40.65
02/09/24	23426	BEN	PENNSYLVANIA MUNIC. HEALTH INS. COOP	10,210.24
02/15/24	23427	EMP	EMPIRE ACCESS	39.08
02/15/24	23428	EMP	EMPIRE ACCESS	79.08

02/15/24	23429	FRO	FRONTIER COMMUNICATIONS	150.43
02/15/24	23430	QUI	QUILL CORPORATION	18.56
02/15/24	23431	GANN	GANNON ASSOCIATES	500.00
02/15/24	23432	YCG	YCG, INC	78.50
02/15/24	23433	DWP	DON WHITE PAYROLL SERVICES	7,664.05
02/22/24	23434	PRWA	PENNSYLVANIA RURAL WATER ASSOC	556.00
02/22/24	23435	SSTA	STEVE SHANNON TIRE & AUTO CENTERS	64.55
02/22/24	23436	SEL	SELECTIVE INSURANCE	6,057.00
02/22/24	23437	BOSS	BOSS SECURITY & AUTOMATION LTD.	1,110.92
02/22/24	23438	ONEAM	AMERICAN UNITED LIFE INS. CO.	303.32
02/22/24	23439	DWP	DON WHITE PAYROLL SERVICES	8,204.48
02/22/24	23440	CCARD	CARDMEMBER SERVICES	187.90
			Totals	118,812.73

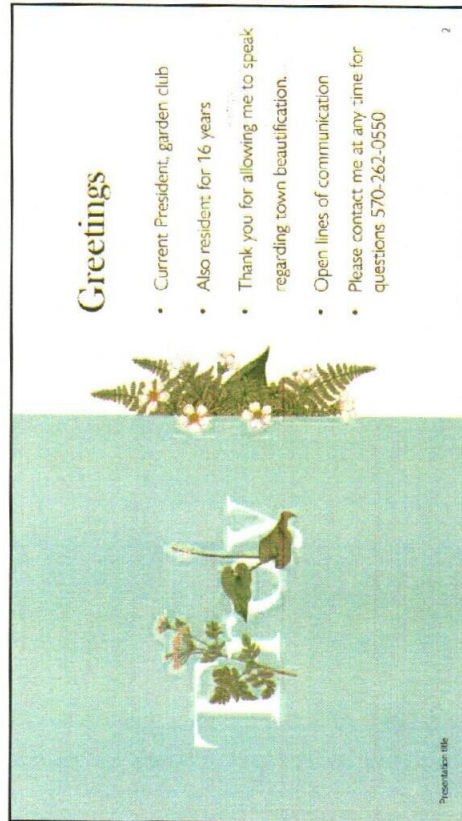


TROY BOROUGH
Bank Account Register
HIGHWAY AID CHECKING
January 26, 2024 - February 22, 2024

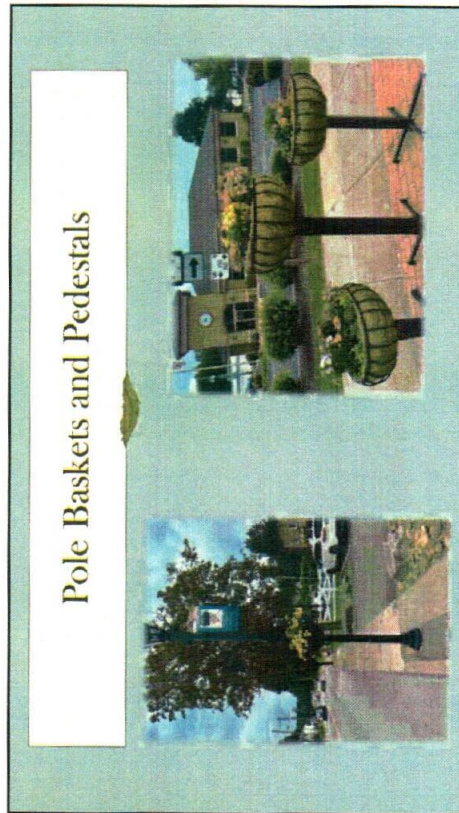
Date	Reference	Payee ID	Description	Checks/ Payments
01/30/24	1239	ARS	AMERICAN ROCK SALT COMPANY LLC	3,356.65
Totals				3,356.65



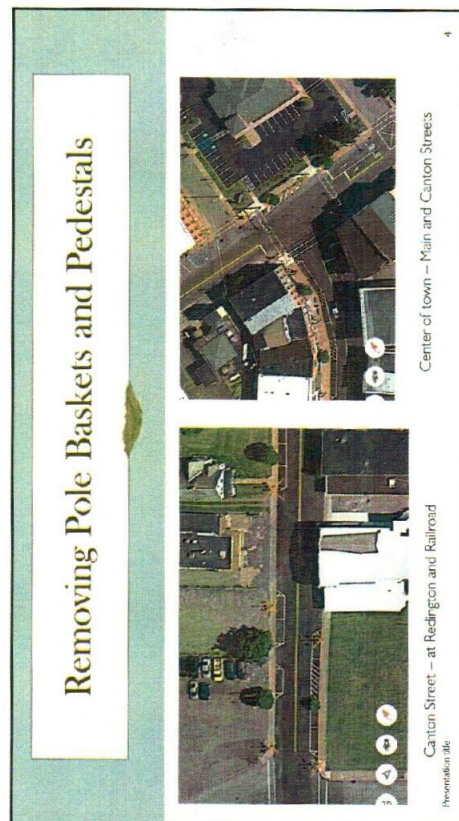
1



2



3



4

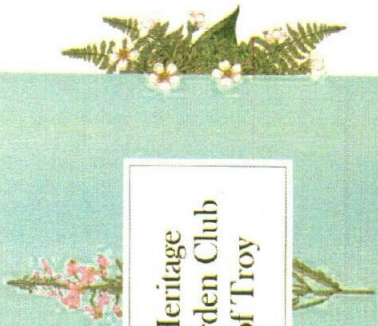
New Project for 2024

- Propose to clean up a couple of spots in town that need TLC.
- With cooperation of owners
- Remove trash, excessive weeds and plants that are on invasive list for Pennsylvania. Trim remaining plants.
- Plant native plants and wildflowers.
- Possible help from Scouts or sports teams
- Funded by "Seed Money" grant and donations.

Presentator: MK



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Heritage Garden Club of Troy

Additional updates...

Thank you for your time.

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COMMITTEE ASSIGNMENTS: 2024

Council members are assigned at the pleasure of Council President. Council President calls committee meetings. A 2/3 majority of full council is required to override the Presidents decision to hold or not hold a committee meeting.

Street & Sidewalks

John Raub (chair)
John Davis Jr.

Finance

Stevens Lambert (chair)
Timothy Bruce

Protection of Persons & Property

John Davis Jr. (chair)
Dave Blair

Personnel

Timothy Bruce (chair)
Stevens Lambert

General Government

Christopher O'Connor (chair)
John Raub

Water Sewer

David Blair (chair)
Christopher O'Connor

The Council President, Mayor and Manager are assigned to all Committees

	31-Jan 2023	31-Jan 2024
GENERAL	\$ 547,961	\$ 672,458
WATER	\$ 429,586	\$ 318,059
SEWER	\$ 484,485	\$ 619,703

FUND BALANCE



Bradford County - TROY Borough Spending for All Reporting Years

Total:	\$585,873.70	\$585,873.70
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Commonwealth of Pennsylvania
Department of the Auditor General
Harrisburg, PA 17120-0018
Facebook: Pennsylvania Auditor General
Twitter: @PAAuditorGen
www.PaAuditor.gov

TIMOTHY L. DEFOOR
AUDITOR GENERAL

February 22, 2024

Mr. Daniel Close
Borough Manager
TROY BOROUGH
49 Elmira Street
Troy, PA 16947

Dear Mr. Close:

Pursuant to authority derived from Section 402(j) of Act 205 of 1984, we will begin a compliance audit of the Troy Borough Police and Non-Uniformed Pension Plans on February 27, 2024. The objectives of the audits will be to determine if the pension plans were administered in compliance with applicable state laws, regulations, contracts, administrative procedures, and local ordinances and policies. Our audit will cover the period January 1, 2019 to December 31, 2023. The audit will not be conducted, nor is it required to be, in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States.

Our audits will be limited to the areas related to our objectives. We will not be auditing the plan's financial statements and, accordingly, we will not express an opinion or other form of assurance on them. Preparation of plan financial statements is the responsibility of plan management. This responsibility includes the maintenance of adequate records and related internal control policies and procedures, the selection and application of appropriate accounting principles, safeguarding of assets, and compliance with laws and regulations.

Our audit will include tests of the records of the pension plan and other procedures we consider necessary to evaluate compliance and provide sufficient, appropriate evidence to provide a basis for our conclusions and recommendations. These procedures will include tests of documentary evidence that supports the financial transactions recorded in the pension plan records.

Municipal officials are responsible for the maintenance of adequate records and related internal control policies and procedures, the selection and application of appropriate accounting principles, safeguarding of assets, and compliance with laws and regulations. Municipal officials are also responsible for the design and implementation of programs and controls for preventing and detecting fraud, and for informing us about all known or suspected fraud and abuse affecting the association where fraud could have a significant effect on areas covered by our audit. It is also the municipal officials' responsibility to inform us about any investigations during the audit period that have occurred or are in progress concerning known or suspected fraud and abuse. Please provide us with general information about the nature of any investigations and contact information.

We understand that you will provide us with the plans' financial records and related information required for our audits and that you are responsible for the accuracy and completeness of that information. We may request written representations from your attorneys as part of the audits. At the conclusion of our audits, we will request that plan management provide us with a letter that confirms certain representations made during the audits.

In connection with these audits, please have all pension plan records listed on the Attachment available upon our arrival. If these items are not ready, we may need to reschedule the audits.

At the conclusion of our audits, you will be invited to attend an exit conference during which the results and conclusions of the audits will be discussed. A copy of the exit conference memorandum will be provided to you if you are unable to attend the meeting. In addition, plan officials will receive an audit report from the Department of the Auditor General communicating the audit results and conclusions.

The Department of the Auditor General notes that the Department's draft audit information (including requests, survey instruments, and methodologies) and our draft reports are not public records and are prohibited from disclosure as confidential, proprietary information and workpapers underlying an audit and investigative materials, notes, correspondence, and reports under the Right-to-Know Law (RTKL). See 65 P.S. § 67.708(b)(11) and (17)(ii) and (v).

If there are any questions concerning these or other matters, please contact me or Nathan Edmunds, Audit Manager, at (717) 783-1236.

Please also note that the Department of the Auditor General strives to maintain the highest level of independence and professionalism in its dealings with the entities we audit. Our auditors are prohibited from engaging in discriminatory practices against any entity that we audit. We are also committed to creating and maintaining a work environment for our auditors and audited entities that is free of harassment, including sexual harassment. These principles are embodied in the department's Equal Opportunity and Non-Discrimination Policy Statement, Code of Conduct, and Sexual Harassment Prevention Policy. Copies of these policies are available by writing to the Department's Office of Human Resources, 320 Finance Building, Harrisburg, Pennsylvania, 17120, or by contacting the Office of Human Resources by email or phone (HIR@paauditor.gov or (717) 787-3192).

Sincerely,

April Hartshaw

April Hartshaw
Auditor
Bureau of Municipal Pension & Liquor Control Audits
(717) 783-1236

Attachment

cc: The Honorable Mike Powers, Mayor
Mr. Jason Hodlofski, Council President

Attachment to Engagement Letter

February 22, 2024

Troy Borough, Bradford Co.
January 1, 2019, to Present

In conjunction with our audit, please have the following items available, as applicable, upon our arrival. We may request additional documents during the course of our audit.

To reduce the risk associated with protected sensitive information, including personal information, the Auditor General has hereby directed that ANY hard copy documents AND electronic data transmissions to the Department of the Auditor General **SHOULD NOT include the following sensitive information unless the following information¹ associated with an individual's name is fully or partially redacted:**

- 1. Social Security numbers to the last four digits and**
- 2. Financial Institution Account Numbers to the last four digits.**

If the above information cannot be redacted prior to transmission to the department, Auditee should consider another medium for providing this information (i.e., secured CD/DVD, etc.) to avoid such data risk.

Auditees that include the above information in their electronic data transmissions to the Department of the Auditor General do so at their own risk of liability.

Thank you in advance for your cooperation in this matter. If you have any questions related to the scheduled audit, please do not hesitate to contact me.

April Hartshaw
Auditor
Bureau of Municipal Pension Audits
(717) 783-1236

¹ The Bureau still needs the following information for its audits: 1. Home Addresses; and 2. Birth Dates.

<u>Received</u>	<u>Ref. No.</u>	
		<u>General Information</u>
_____	*	1. Annual pension plan financial statements (including Statement of Plan Net Assets, Statement of Changes in Plan Net Assets, Note Disclosures and, for defined benefit plans, Required Supplementary Information)
_____	*	2. The audit report for December 31, 2023 prepared by a CPA for either the individual pension plans or the financial statements of the municipality or the most recent report, if not available, and attestation engagements or performance audits of the pension plan for the year then ended
_____		3. General ledger, trial balance, cash receipts and disbursements ledgers and cash journal
_____		4. Bank statements, cancelled checks and account reconciliations
_____		5. Paid invoices (including those regarding legal expenses)
_____		6. Minutes of municipal and pension board meetings (second class townships - include minutes of township auditors' meetings)
_____	*	7. New ordinances, resolutions, bylaws and collective bargaining agreements
_____	*	8. Legal opinions and/or litigation relative to the pension plan
_____	*	9. Evidence of compliance with prior audit recommendations
_____		10. Statement of Financial Interests forms
_____		11. Public officials bond
		<u>Investments</u>
_____		12. Custodial account statements
_____	*	13. Custodial/trustee agreements
<u>N/A</u>	*	14. Excess Interest Allocation Worksheets (PMRS Plans Only)
		<u>Actuarial Information</u>
_____	*	15. Calculation certification and budget support for the financial requirements of the plan (FRP) and the minimum municipal obligation to the plan (MMO)
_____	*	16. All filed Act 205 reports from January 1, 2019, to the present
_____	*	17. Latest actuarial study (narrative report)
_____	*	18. Cost estimate for any benefit modifications to the plan from January 1, 2019, to the present

Attachment, Page 3
Troy Borough, Bradford Co.
January 1, 2019, to Present

<u>Received</u>	<u>Ref. No.</u>	<u>Participants' Data</u>
	* 19.	Active members' roster
	* 20.	Retired members' roster
	* 21.	Insurance roster
		22. Insurance policies (including paid-up policies)
		23. Payroll and deduction records, including payroll register
		24. Personnel files
		25. Plan members' W-2 forms for each audit year
		26. Pensioners' files
	* 27.	All Certification Forms AG 385, with accompanying rosters, filed from January 1, 2019, to the present
<u>N/A</u>	* 28.	Any ad-hoc Certification Forms AG 490 with accompanying rosters, filed from January 1, 2019, to the present
	* 29.	Pension benefit calculations determined from January 1, 2019, to the present and supporting documentation relevant to the calculations

* These items require that a copy of the document be made for the auditor's records. Electronic copies are encouraged (for example, PDF).

PROFESSIONAL SERVICES AGREEMENT
for
Cross-Connection Control Administrative Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the 31st day of January 2024 (the "Effective Date") by and between the Troy Borough Water and Sewer Authority, located at 49 Elmira Street, PA (16947 the "Authority") and National Water Specialties Company, a Pennsylvania corporation with offices located at 141 Rear South Main Street, Pittston, PA 18640 (NAWSC).

Background

- A. The United States Environmental Protection Agency (EPA) and regulatory agencies in various states define a "cross-connection" as any point in the water supply system where non-potable, or non-drinkable, water can be introduced to potable or clean sources. All service lines connected to public water systems are therefore potential "cross-connections".
- B. The Authority's water distribution system is designed to ensure that water flows from the water main through a service line to the premises of its customers. Certain conditions—such as frozen pipes, a water main break, or even extreme and unexpected demand on the system—can cause water pressure to fail. When that happens, water from customer service lines can flow back into the distribution system, potentially contaminating the local public water supply, and thereby creating a hazardous situation which is commonly referred to as "backflow."
- C. To avoid such dangerous incidents, and as a matter of public safety, federal and state laws require certain customers to install backflow prevention ("BFP") assemblies on their water services and to test and maintain these assemblies periodically.
- D. Accordingly, the Authority is responsible for adopting and implementing a Cross-Connection Control ("CCC") Program to survey the water distribution system and communicate with customers to determine the existence of cross-connection hazards and to enforce rules for the customers to install BFP assemblies and have those assemblies tested on a regular basis.
- E. NAWSC is knowledgeable about state and federal CCC Programs requiring installation, testing and maintenance of BFP assemblies and can provide the professional day-to-day administration, tracking and record-keeping functions of a properly established CCC Program.
- F. The Authority desires to enter into an agreement with NAWSC to obtain the professional services available from NAWSC for the administration of a CCC Program as set forth hereinafter in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, and intending to be legally bound, hereby agree as follows:

1. Program Implementation.

The Authority has adopted, or will adopt, a CCC Program by Ordinance or Resolution. The CCC Program will include the following activities:

- a. designating a key employee or representative responsible for implementation of the CCC Program;
- b. communicating with customers and providing education material about the purpose of the CCC Program;
- c. determining which customers currently have BFP assemblies installed and whether those assemblies are being tested on a regular basis;
- d. requesting customers to self-identify from the education material circumstances on their premises that would require a BFP assembly;
- e. conducting on-site surveys to identify potential hazards that require BFP assemblies;
- f. requiring the installation of BFP assemblies and the statutorily required testing of those assemblies once installed;
- g. tracking the installations and test results in an accessible database;
- h. preparing reports on the status and progress of the CCC Program; and
- i. terminating water service to customers who do not comply with the installation and testing requirements of the CCC Program.

In order to assist the Authority with the CCC Program, NAWSC will provide those administrative services as specified in the following section on Scope of Work ("Services"). NAWSC will have the exclusive right to provide those Services. Unless the Authority receives prior written agreement from NAWSC, the Authority shall not appoint any other third-party contractor to provide those Services.

The Authority and NAWSC shall each appoint a key employee or representative to coordinate the Services set forth in this Agreement. Should the key contact for a party change, that party shall notify the other party of such changes in writing.

At the request of NAWSC, the Authority shall notify its customers that the Authority has entered into an Agreement for NAWSC to provide CCC administration Services and that NAWSC will be contacting customers to ascertain whether backflow assemblies have been installed and are being regularly tested and to remind customers of the need to install and test such assemblies to eliminate hazards identified by the Authority.

2. Scope of Work.

NAWSC will provide the following core Services for the CCC Program:

- a. prepare test reports and installation reports that shall be used by customers and their certified testers when submitting information into NAWSC's database;
- b. provide a website portal by which test results can be submitted in electronic form to the NAWSC database for a fee;
- c. track the installation of BFP assemblies and test results in an accessible database;
- d. record the name of the customer and the tester;
- e. notify customers when a test or re-test is due;
- f. prepare reports on the status and progress of the CCC Program;

- g. notify the Authority when a customer is not in compliance, so that the Authority can implement enforcement measures, including service termination; and
- h. provide customer service regarding the installation and testing of BFP assemblies, with regular office hours between Monday and Friday, where representatives can be contacted by phone or e-mail; and
- i. in order to ensure that the Authority's water supply has been designed or constructed in a manner that does not create a cross connection, NAWSC will conduct a no-cost survey of the Authority's operating facilities, including but not limited to offices, treatment plants, well houses, to identify instances in which hazards are or need to be addressed within the Authority's water supply.

In addition, NAWSC will handle communications with customers, as requested by the Authority to include the following activities:

- j. communicating with customers and providing the Authority's general education material about the purpose of the CCC Program;
- k. notifying customers to submit installation and test results directly to NAWSC for entry into the tracking database; and
- l. requesting customers to self-identify circumstances on their premises that would require a BFP assembly.

NAWSC is hereby authorized, permitted and empowered to contact the Authority's customers by letter, in person, via e-mail, fax, telephone or other electronic means as necessary for NAWSC to perform its duties under this Agreement.

To accomplish the foregoing, NAWSC will undertake the following tasks to help implement and administer the CCC Program:

- m. Kick-off Meeting and Work Plan Preparation. NAWSC shall provide a Work Plan to the Authority to document NAWSC's approach for achieving the project objective and proposed work schedule. The Work Plan shall outline how the required tasks will be implemented, and shall identify the personnel, facilities, and materials required to plan and conduct project tasks. The Work Plan shall be discussed during a Kick-Off Meeting to coordinate the upcoming Services.
- n. Share and Develop Sample Letters for Customers. The parties shall compare letters and communications that are already being used and develop updated communication documents for communication with the Authority customers.
- o. Customer Data Collection. The Authority shall provide customer information to NAWSC, within ninety (90) days, so that NAWSC can populate its database and begin the record-keeping process. Customer information may include address, meter number, historic water usage, existence of BFP assemblies, and other data reasonably requested by NAWSC.
- p. Tracking Test Results through Database Management. NAWSC shall manage and store customer data collected during activities performed under this Agreement and conveyed to NAWSC from the Authority or via direct customer contact. NAWSC shall utilize its CCC database to document results of activities related to compliance with the Authority's CCC Program. Such database shall include the following information:

- i. Location of all BFP assemblies and meters. The Authority shall provide information to NAWSC including a list of all known BFP assemblies and water meters, which shall be updated on a regular schedule. NAWSC shall also update this database, from time to time, with information developed during the term of this Agreement.
 - ii. Maintain and update electronic database inventory of BFP assemblies and meters. NAWSC's database shall be utilized to document results of activities related to BFP assemblies. NAWSC shall develop forms to be used for BFP inventory, inspection, and testing and submit same to the Authority for discussion and review.
- q. Customer Service. NAWSC shall provide customer service regarding the installation and testing of BFP assemblies, with regular office hours between Monday and Friday, where representatives of NAWSC can be contacted by phone or e-mail to answer questions from customers, explain the testing process, and arrange for the submittal of test results to show that proper installation and testing has been accomplished.
- r. Reporting. NAWSC shall generate compliance reports that describe the work completed under this Agreement. Compliance reports shall indicate on a monthly basis the number of accounts due for survey / installation, the number of customers compliant with the survey / installation due date, the percent of compliant customers with the survey / installation due date, the number of accounts due for testing, the number of customers compliant with the test due date, and the percent of compliant customers with the test due date. NAWSC shall provide electronic copies of compliance reports to the Authority.

3. Compensation for Services.

In the normal course, the Authority will not pay NAWSC for the core Services that are outlined in the Scope of Work. Compensation to NAWSC shall be provided by a properly certified person or Authority that installs a backflow assembly and/or performs a test of a backflow assembly when those results are submitted to NAWSC for review and entry into the database as further described below.

An administration fee ("Administrative Fee") will be paid by the tester upon submission of the test results to NAWSC. For the first year of the Agreement, the Administrative Fee shall be \$17.00 per entry for electronic submissions through the specified Web-Portal; paper or other non-electronic submissions shall be \$25.00 per submission. The Administrative Fee may be increased by NAWSC for subsequent years, but the increase shall not exceed an increment of \$1 per year for each subsequent year.

Once a customer is identified as non-compliant and the Authority, after 90 days of providing notices to customer, determines not to initiate or otherwise does not initiate termination or shut-off proceedings, the Authority shall pay NAWSC the amount of Administrative Fee for each potential connection for which the Authority does not initiate such termination or shut-off procedures.

If the Authority wishes NAWSC to provide additional services beyond the core Services outlined in the Scope of Work, NAWSC is willing to perform additional agreed-to services ("Additional Services") at a

separate fee to be negotiated between the parties. Additional Services may include system surveys, review of Authority well stations and facilities to determine the level of backflow protection needed, assistance in drafting enabling resolutions for the CCC Program, the training of Authority personnel, the training and certification of outside testers, and other work related to the integrity of the water distribution system, including leak detection assessments.

4. Responsibilities of the Authority.

The Authority shall be responsible for the enforcement of the CCC Program, the elimination of known hazards, the termination of water service for non-compliance, and for all aspects of the CCC program that are not assigned to NAWSC.

To facilitate the work of NAWSC, the Authority agrees to undertake the following activities:

- a. Provide NAWSC with customer data requested by NAWSC in an electronic format appropriate for NAWSC to perform its Services under this Agreement.
- b. Advise NAWSC of the customers who have cross-connections or other potential contamination hazard which has been identified during the initial inspection survey or the periodic re-inspection surveys.
- c. Require its customers, at their expense, to properly install, test, and maintain any BFP assembly required. Test results are to be prepared and electronically submitted to NAWSC by the tester, not the Authority.
- d. As noted above, an Administration Fee will be paid by the certified tester upon submission of the test results to NAWSC.
- e. Ensure that if a customer fails to comply with the CCC Program, the Authority shall enforce its rules and regulations including terminations of service or, if circumstances allow, properly install, test, and maintain an appropriate BFP assembly at the service connection.
- f. Acknowledge and agree that NAWSC is providing administrative assistance for the coordination and record-keeping aspects of the CCC Program and that NAWSC is not responsible or liable for program enforcement, mistakes made by testers, cross-connections on the system, and other circumstances beyond the control of NAWSC.
- g. The Authority hereby agrees to defend, indemnify and hold harmless NAWSC, its officers, directors, employees and affiliated companies, from and against any and all liabilities, losses, damages, claims or causes of action, and any related expenses (including reasonable attorneys' fees) that arise directly or indirectly, from the Authority's or its agents' performance or responsibilities under this Agreement, provided that nothing herein shall be construed to require the Authority to indemnify NAWSC for the sole negligent or intentional acts of NAWSC or its employees.
- h. For other systems that the Authority acquires during the term of this Agreement as a result of a growth in territory or acquisition who are not current customers of NAWSC, the Authority shall provide customer information from the acquired system to NAWSC within ninety (90) days after the Settlement Date of the acquisition, in a form mutually agreed to by the parties so as to enable NAWSC to populate its database and begin the record-keeping process. Customer information

may include the address, meter number, historic water usage, existence of BFP Assemblies, and other data reasonably requested by NAWSC and in the Authority's possession.

- i. For systems that the Authority acquires during the term of this Agreement as a result of a growth in territory or acquisition and who are current customers of NAWSC, NAWSC shall continue to administer the acquired systems CCC and BFP program in accordance with the existing Agreement between the acquired system and NAWSC until such time that the Authority and NAWSC agree to integrate the CCC-BFP program pursuant to this Agreement.
- j. Should the Authority be acquired by another water authority, purveyor, public or private or such similar entity during the term of this Agreement as a result of such entity's growth in territory or acquisition and who is not a current customer of NAWSC, NAWSC shall continue to administer the acquired system's CCC and BFP program in accordance with this existing Agreement until such time that the acquiring entity and NAWSC either enter into an Agreement to continue or otherwise modify this Agreement or terminate this Agreement.

5. General Provisions

- a. **Term and Termination.** This Agreement shall be in effect for an initial term of five (5) years and shall be automatically renewed in five (5) year increments unless a party provides written notice of termination to the other party at least six (6) months prior to the next impending renewal term. In the event of a default or breach of contract terms hereunder either party shall have the ability to terminate the contract upon providing the party of the other part notice of said default or breach in writing and the party receiving said notices failure to cure said breach or default within thirty (30) days. Either party may terminate this contract, for any reason, by providing the other party with One Hundred and Twenty (120) days' notice of their intention to terminate.
- b. **Backflow Prevention Services.** Nothing in this Agreement shall preclude NAWSC from providing BFP assembly installation, replacement, repair and testing services to any customers of any water system, including customers of the Authority.
- c. **Confidential Information.** During the term of this Agreement, NAWSC will have access to certain of Authority's internal records, including customer lists. For information that the Authority identifies in writing as confidential or proprietary information ("Confidential Information"), NAWSC agrees that it will not disclose such Confidential Information to any person or entity, nor use Confidential Information other than in furtherance of the purposes of this Agreement, unless required to do so by law, at which point NAWSC will provide notice to the Authority of any required disclosure obligation. Upon termination of this Agreement, NAWSC will deliver to Authority all such Confidential Information, except for records retained in backup computer storage. All information maintained in backup computer storage shall be maintained in such computer storage for a period no greater than two (2) years after the termination of this Agreement. At such time all such computer storage information shall be returned to Authority.
- d. **Governing Law and Jurisdiction.** All disputes between NAWSC (and its successors, and assigns) and the Authority (and its successor, assigns, officers, employees or agents) relating in any manner whatsoever to the engagement relationship or performance of the Services between the parties arising under this Agreement, including, without limitation, all disputes, shall be governed by the laws of the Commonwealth of Pennsylvania. Moreover, the parties agree that any dispute or controversy arising under or in connection with this Agreement shall be heard by a member of the Court of Common Pleas of Bradford- County or the United States District Court for the

Middle District of Pennsylvania, (Williamsport) as applicable, and both parties consent to the jurisdiction of said courts.

- c. **Integration.** This Agreement and its exhibits and schedules (if any) are intended to be the final, complete, and exclusive statement of the terms of NAWSC's engagement by the Authority. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of NAWSC relative to the Services, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Authority, now or in the future, apply to NAWSC and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- f. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by both of the parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.
- g. **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.
- h. **Attorneys' Fees.** If any legal action, arbitration, or other proceeding is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the Effective Date.

National Water Specialties Company

Troy Borough Water and Sewer Authority

Signature: Brian J. Preski, President

Signature: Daniel J. Close

Date

Manager / CAO
Title

01/31/2024
Date

Client: TROY BORO BRADFORD CNTY

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units

PRESENT NUMBER OF CONNECTIONS SERVED

Municipality Name	Present Number of Connections						% Pop Served	Multiple Unit Connections	
	Dom	Comm	Ind	Inst	Oil Gas	Other		No. Conn	No. Units
TROY TWP (BRADFORD)	21	9	1	4	0	0	13	0	0
TOTAL	442	90	3	18	0	0		0	0

METERING, WATER CONSERVATION AND DISTRIBUTION SYSTEM

What is the average age of existing meters? 8 Years

Are you currently installing meters at new connections? YES

Are you currently installing meters at unmetered connections? NO

Is there an active meter replacement program for your water system? YES

How many meters did you replace during the report year? 83

Did you provide water conservation information to your customers during the report year? NO

What is the type, size (inches), and length of new pipe installed as an extension to your present system during the report year?

N/A

What is the frequency of flushing the distribution system during the past year? 2

Did you work your hydrants during the report year? YES

Did you work the valves in the system during the report year? YES

Does your system have an active leak detection program? YES

What type of equipment or methods do you use for leak detection?

PA Rural Water Association

Does your system have a cross-connection control program? YES

Has the water pressure been inadequate in any part of the system? NO

If yes, explain

Service Area Boundary Map: The box contains the date of the latest submitted service area boundary map for your system. If this date is older than 5 years, blank, or there has been a change in the area since then, please use the online service area boundary mapping tool to review and submit a current map. (See Instructions) 01/01/2003

Describe major system changes such as purchases and transfers:

REPORT CONTACT INFORMATION

Report Preparer: DANIEL CLOSE
TROY BORO WATER DEPT
49 ELMIRA ST, TROY PA
TROY, PA 16947
Phone: 570-419-5021
Email
Address: DANCLOSE@TROYBOROUGH.COM

REPORT SUBMISSION INFORMATION

Submitted By: Daniel Close
Submitted On: 02/06/2024

Subfacility Report for WELL 1 (7618)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2023Client: TROY BORO BRADFORD CNTY
Primary Facility: TROY BORO WATER DEPT**MEASURING/METERING OF WATER**

Measure Method METERED

Last Date Tested

Tested By

WITHDRAWALS OR USE FOR REPORTING YEAR 2023

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
* Jan Gallons	267,200	Jan Days	14
* Feb Gallons	285,200	Feb Days	18
Mar Gallons	294,900	Mar Days	22
Apr Gallons	255,200	Apr Days	19
May Gallons	315,800	May Days	22
* Jun Gallons	444,800	Jun Days	21
Jul Gallons	306,600	Jul Days	18
Aug Gallons	304,600	Aug Days	23
* Sep Gallons	263,400	Sep Days	20
Oct Gallons	144,200	Oct Days	11
* Nov Gallons	51,400	Nov Days	4
* Dec Gallons	55,600	Dec Days	4
Total Gallons	2,988,900	Total Days	196

* Water Quantity reported is significantly different from the previous year quantity.

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Daniel Close

Last Data Entry Date: 02/06/2024

Email: danclose@troyborough.com

Subfacility Report for WELL 2 (7619)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2023Client: TROY BORO BRADFORD CNTY
Primary Facility: TROY BORO WATER DEPT**MEASURING/METERING OF WATER**

Measure Method METERED

Last Date Tested

Tested By

WITHDRAWALS OR USE FOR REPORTING YEAR 2023

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
* Jan Gallons	6,713,400	Jan Days	31
* Feb Gallons	6,477,600	Feb Days	28
* Mar Gallons	7,357,200	Mar Days	31
* Apr Gallons	6,454,800	Apr Days	30
* May Gallons	6,486,600	May Days	31
* Jun Gallons	6,110,400	Jun Days	30
* Jul Gallons	6,390,000	Jul Days	31
* Aug Gallons	6,200,400	Aug Days	31
* Sep Gallons	5,998,200	Sep Days	30
* Oct Gallons	6,943,200	Oct Days	31
* Nov Gallons	7,300,800	Nov Days	30
* Dec Gallons	6,439,800	Dec Days	31
Total Gallons	78,872,400	Total Days	365

* Water Quantity reported is significantly different from the previous year quantity.

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Daniel Close

Last Data Entry Date: 02/06/2024

Email: danclose@troyborough.com

Subfacility Report for WELL 3 (7620)
REPORT FOR CALENDAR YEAR JAN 1 TO DEC 31, 2023Client: TROY BORO BRADFORD CNTY
Primary Facility: TROY BORO WATER DEPT**MEASURING/METERING OF WATER**

Measure Method METERED

Last Date Tested

Tested By

WITHDRAWALS OR USE FOR REPORTING YEAR 2023

<u>Month</u>	<u>Total Gallons</u>	<u>Month</u>	<u>Days</u>
Jan Gallons	4,475,600	Jan Days	31
Feb Gallons	4,318,400	Feb Days	28
Mar Gallons	4,904,810	Mar Days	31
Apr Gallons	4,303,200	Apr Days	30
May Gallons	4,324,400	May Days	31
Jun Gallons	4,073,600	Jun Days	30
Jul Gallons	4,260,000	Jul Days	31
Aug Gallons	4,133,600	Aug Days	31
Sep Gallons	3,998,800	Sep Days	30
Oct Gallons	4,628,800	Oct Days	31
Nov Gallons	4,867,200	Nov Days	30
Dec Gallons	4,293,200	Dec Days	31
Total Gallons	52,581,610	Total Days	365

FOR PUBLIC WATER SUPPLIERS

Double Counted: N

If changed, Explain why:

DATA ENTRY INFORMATION

Entered By: Daniel Close

Last Data Entry Date: 02/06/2024

Email: danclose@troyborough.com

8 – Water Audit Data Summary Table

WATER SYSTEM NAME:	Troy Borough Water	PWSID:	2080020
WATER SYSTEM ADDRESS:	49 Elmira St., Troy Pa. 16947		
AUDIT START DATE:	2/16/24	AUDIT END DATE:	
CONTACT PERSON NAME:	Daniel J. Close		
TELEPHONE #:	570-297-2966	E-MAIL:	danclose@troyborough.com

LENGTH OF MAINS (miles):	8
NUMBER OF ACTIVE & INACTIVE SERVICE CONNECTIONS:	557
AVERAGE LENGTH OF CUSTOMER SERVICE LINE (feet):	50
AVERAGE OPERATING PRESSURE (PSI):	80

SYSTEM INPUT VOLUME	
SYSTEM INPUT VOLUME (MG/Yr):	134,442,910
AUTHORIZED CONSUMPTION	
BILLED METERED (MG/Yr):	24,261,915
BILLED UNMETERED (MG/Yr):	1,080,035
UNBILLED METERED (MG/Yr):	0.046,200
UNBILLED UNMETERED (MG/Yr):	1,680,536
TOTAL AUTHORIZED CONSUMPTIONS (MG/Yr):	27,022,468.000
APPARENT LOSSES	
UNAUTHORIZED CONSUMPTION (MG/Yr):	0.336,107.000
CUSTOMER METER INACCURACIES (MG/Yr):	2,688,858.000
SYSTEMATIC DATA HANDLING ERRORS (MG/Yr):	0
TOTAL APPARENT LOSSES (MG/Yr):	2,688,858.000
REAL LOSSES	
TOTAL REAL LOSSES (MG/Yr):	104,731,566.000
NON-REVENUE WATER	
NON-REVENUE WATER (MG/Yr):	109,100,560.000

Audit performed by: _____ Date: _____

Signature: _____



WORK ORDER

Printed: 2/19/2024 3:33:54PM

24B1731

Pace New England

Client: Troy Borough
Project: Drinking Water

Project Manager: Karriem G. Marius
Project Number: [none]

Below please find the login confirmation including the CoC and draft invoice.

To ensure that your needs are met, **please review** these documents to verify that:

1. The number of samples received and matrix are correct.
2. The methods are correct as well as any specific regulatory requirements.
3. The due date for the final report is correct.
4. The contact information is correct.
5. The pricing is correct.

Thank-you for choosing Pace New England. If you need further assistance, please contact your project manager.

WORK ORDER

Printed: 2/19/2024 3:33:54PM

24B1731

Pace New England

Client: Troy Borough
Project: Drinking Water

Project Manager: Karriem G. Marius
Project Number: [none]

Report To:

Troy Borough
Daniel Close
7168 Route 6
Troy, PA 16947
Phone: (570) 297-2966
Fax: -

Invoice To:

Troy Borough
Daniel Close
7168 Route 6
Troy, PA 16947
Phone : (570) 297-2966
Fax: -

Analysis	Due	TAT	Expires	Comments
----------	-----	-----	---------	----------

24B1731-01 #1/2 [Drinking Water] Sampled 02/15/24 09:40 (GMT-05:00)
Eastern Time (US &

PFAS 537.1	03/01/24 14:00	10	02/29/24 09:40	
------------	----------------	----	----------------	--

24B1731-02 FRB [Water] Sampled 02/15/24 09:40 (GMT-05:00) Eastern Time
(US &

PFAS 537.1	03/01/24 14:00	10	02/29/24 09:40	
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Reviewed By

Date

WORK ORDER

Printed: 2/19/2024 3:33:54PM

24B1731**Pace New England****Client:** Troy Borough
Project: Drinking Water**Project Manager:** Karriem G. Marius
Project Number: [none]**DRAFT INVOICE**

Item	Qty	Surcharge	Unit Price	Test Total
PFAS 537.1	1	0.00	\$319.00	\$319.00
PFAS 537.1	1	0.00	\$319.00	\$319.00
				\$638.00

Reviewed By _____

Date _____



DC#_Title: ENV-FRM-ELON-0001 v07_Sample Receiving Checklist

Effective Date: 07/13/2023

Log In Back-Sheet

Client Troy Borough

Project Troy Borough REAS DW

MCP/RCP Required NA

Deliverable Package Requirement NA

Location Sample Port 101

PWSID# (When Applicable) NA

Arrival Method:

Courier ☒ Fed Ex ☐ Walk In ☐ Other ☐

Received By / Date / Time LA 2/16/24 948

Back-Sheet By / Date / Time LA 2/16/24 1047

Temperature Method gun # 6

Temp ☒ < 6° C Actual Temperature 2 A

Rush Samples: Yes ☐ No ☒ Notify ☐

Short Hold: Yes ☐ No ☒ Notify ☐

Notes regarding Samples/COC outside of SOP:

Login Sample Receipt Checklist – (Rejection Criteria Listing
– Using Acceptance Policy) Any False statement will be
brought to the attention of the Client – True or False

	True	False
Received on Ice	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Received in Cooler	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Custody Seal: DATE TIME	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COC Relinquished	<input type="checkbox"/>	<input type="checkbox"/>
COC/Samples Labels Agree	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All Samples in Good Condition	<input type="checkbox"/>	<input type="checkbox"/>
Samples Received within Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there enough Volume	<input type="checkbox"/>	<input type="checkbox"/>
Proper Media/Container Used	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Splitting Samples Required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MS/MSD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trip Blanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lab to Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COC Legible	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COC Included: (Check all included)		
Client <input checked="" type="checkbox"/>	Analysis <input type="checkbox"/>	Sampler Name <input checked="" type="checkbox"/>
Project <input checked="" type="checkbox"/>	IDs <input checked="" type="checkbox"/>	Collection Date/Time <input checked="" type="checkbox"/>

All Samples Proper pH: N/A ☐ ☐

Additional Container Notes

Note: West Virginia requires all samples to have their
temperature taken. Note any outliers.

WORK ORDER

Printed: 2/19/2024 3:33:54PM

24B1731

Pace New England

Client: Troy Borough
Project: Drinking Water

Project Manager: Karriem G. Marius
Project Number: [none]



TROY BOROUGH POLICE DEPARTMENT



49 ELMIRA STREET, TROY, PENNSYLVANIA 16947

YEARLY REPORT

December 28, 2022 THROUGH December 31, 2023

MIKE POWERS, MAYOR

RALPH H. DOOLEY, CHIEF

Patrol Vehicle

- Unit#1 2018 Ford Taurus: 60,261 – 69,035 Total Mileage: 8,774 miles

Citations(Traffic and Non-Traffic)/Arrests/Warnings

- Traffic Citations/Warnings: 184
- Parking Tickets/Warnings: 04
- Criminal Arrests: 16
- Non-Traffic Citations Issued: 20
- Ordinance Violations/Warnings: 03

Reports

Calls of Service Total: 480

- Eighty-Five (85) offense reports requiring follow-up
- Three Hundred Ninety-Five (395) Incident reports requiring an Officer response

COMMENTS

- State Police continue to provide coverage when an Officer is not available or for emergency situations when an Officer is not on duty.

Respectfully submitted by RALPH H. DOOLEY