

MINUTES OF MEETING OF THE BOARD OF COMMISSIONERS
of
JERICHO WATER DISTRICT

held at the office of the District in Syosset, Nassau County, New York, on the 18th day of June 2025, at 8:30 A.M.

Present:	Commissioners	Thomas A. Abbate James Asmus Patricia Beckerle
	Attorney	Gregory W. Carman Jr. Michael F. Ingham (remote)
	Superintendent	Peter F. Logan
	Business Manager	Kathleen Cannon
	Asst. Business Manager	Amanda Blum
	Engineer(s)	William D. Merklin James Van Horn

Commissioner Abbate called the meeting to order at 8:30 a.m.

Minutes of the previous meeting(s) were read and approved unanimously.

1. Well 20 & 21 AOP Treatment: Punchlist work is underway. The EC is not meeting the MWBE grant funding goal. Pending contract modification for close out credit.

Mr. Logan then presented to the Commissioners Contract Modification No. 9 from Philip Ross Industries Inc. for Contract No. C9-22, 1,4-Dioxane and PFOA Treatment at Stillwell Lane, General Construction. This change modification includes the cost of the bronze plaques for both the AOP & GAC Buildings and the application of epoxy coatings on the chemical transfer containment pads. The contract modification also credits back unused line items in the contract resulting in a net credit in the amount of \$36,299.76 thereby decreasing the overall cost of the contract from \$3,840,689.45 to \$3,804,389.69. After discussion, and upon motion duly made and seconded, it was

RESOLVED, that the Commissioners approved Contract Modification No. 9 from Philip Ross Industries Inc. for Contract No. C9-22, 1,4-Dioxane and PFOA Treatment at Stillwell Lane, General Construction in the credit amount of \$36,299.76, thereby decreasing the overall cost of the contract from \$3,840,689.45 to \$3,804,389.69, to be charged to Capital Project Account No. H-8397-021-2303 Well No. 20 & 21 AOP System.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
Commissioner Abbate			AYE			
Commissioner Asmus			AYE			
Commissioner Beckerle			AYE			

2. Well 22 Facility Improvements & AOP Treatment: A claim has been filed by EEG naming the District and D&B. The GC has retained an engineer to address the diffusion well deficiencies. Discussion regarding JWD payments to GC. Contract modification for blow off check valve.

Mr. Logan then presented to the Commissioners Contract Modification No. 5 from Philip Ross Industries Inc. for Contract No. C14-22R 1,4-Dioxane and PFOA Treatment at Well No. 22, Mechanical Construction. This change modification includes the cost for an additional check valve on the GAC blowoff/backwash waste line next to a manual gate valve for the not to exceed amount of \$10,630.60, thereby increasing the overall cost of the contract from \$4,362,587.65 to \$4,373,218.25. After discussion, and upon motion duly made and seconded, it was

RESOLVED, that the Commissioners approved Contract Modification No. 5 from Philip Ross Industries Inc. for Contract No. C14-22R 1,4-Dioxane and PFOA Treatment at Well No. 22, Mechanical Construction in the amount of \$10,630.60 to be charged to Capital Project Account No. H-8397-020-2303 Well No. 22 AOP System.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
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Commissioner Abbate	AYE
Commissioner Asmus	AYE
Commissioner Beckerle	AYE

3. Kirby Lane AOP: D&B is working on closing out the MC and EC contracts. The GC sent a response letter regarding contract delays. No proposed contract modifications, some pending.
4. Southwoods Road - New Well and Treatment Facility:
 - a. Well Construction Contract: D&B is preparing two (2) close out change orders that includes a credit for late completion of the work.
 - b. Treatment Facility Contracts: Sampling and manufacturer commissioning are underway. No proposed contract modifications at this time.
5. PTAS at the Wheatley Rd. Site (Well 6 & 16): Waiting for MCC shop drawing resubmittal. D&B performing a site visit to verify as-built conditions and update the list of requirement field modifications. A summary letter is being prepared. A meeting with the bonding company has been scheduled for July 9th to discuss incomplete work and delays.

6. Split Rock Tank Booster Station: D&B prepared a draft site plan for JWD review. D&B is working with the Contractor to address the blow off piping has been addressed. No proposed contract modifications at this time, some pending.
7. Pump Rehabilitation Projects:
 - Well 26: Contract close out is underway.
 - Well 30: Pump work will be performed in fall 2025.
 - Well 3: Contract close out is underway.
 - Kirby Booster Pumps: The work will be performed in fall 2025.
 - Stone Hill Booster Pumps: D&B is working with the Contractor to estimate the cost.
 - Juneau Booster Pumps: D&B is working with JWD to confirm design information.
 - D&B is working with JWD to update the pump rehabilitation plan for the future.
8. Convent Road Facility Architectural Improvements:
 - a. Architectural Contract: Punchlist work is underway. D&B is preparing the close out contract modification.
 - b. Barn Roof: Contract close out is underway. D&B is preparing the close out contract modification.
9. Water Service Gooseneck Replacement: On hold pending state action. The planned bidding schedule will be pushed back to September 2025. A revised cost estimate was added to the draft of the Capital Plan.
10. The Hunt Club Road Water Main Connection: A draft design drawing has been submitted to JWD and returned to D&B with minor comments. D&B will review existing and proposed easements with JWD during a review of the draft. Attorney is researching existing easements.
11. Treatment at Wells 18, 19 & 29: D&B has prepared a contract modification for GAC BABA compliance. NYSDOH is reviewing JWD's contract and contract modification with NewTerra. Contract modification was tabled pending NYSDOH approval. D&B is preparing a draft proposal.
12. Juneau Pump Station Improvements: D&B is preparing a punch list. Contractor is preparing a cost proposal for the security work. No proposed contract modifications at this time, some pending.
13. Jericho Tank Rehabilitation: The tank will be removed from service again on or about October 13, 2025. The site piping work will be performed after the scaffolding has been removed. D&B is reviewing updated schedule from

contractor and making comments. No proposed contract modifications at this time, some pending.

14. GIS Improvements: JWD staff training has been completed. D&B is preparing an updated "How To" manual for JWD staff.

15. Wheatley Grading and Paving: Punch list is underway. No proposed contract modifications at this time.

16. Exemption Reporting: The next report is due on July 10th.

17. Sugar Toms Lane Water Main replacement: Bids will be opened on July 18th.

18. PFAS Treatment at Wells 23: D&B is preparing a draft BODR and performing mark out and survey work. NYSDOH approved the grant application report.

Miss Cannon presented to the Commissioners a letter from Ms. Kimberly Mungal, EIT Assistant Engineer of the Bureau of Water Supply Protection for the New York State Department of Health informing the District that they endorsed the engineering report for DWSRF No. 19582 PFAS Treatment at Well No. 23.

19. PFAS Treatment at Wells 27 & 28: D&B is preparing a draft proposal for design and permitting phase services. This will follow the amendment for Wells 18, 19 & 29.

20. LIU Post Distribution Mapping: D&B sent a draft proposal for review for assisting the District with mapping of JWD and LIU Post water mains.

21. Capital Plan: D&B is working with JWD to finalize the summary table.

22. Grant Funding Opportunities:

- a. Waiting for response to BIL applications submitted on May 30, 2025
- b. WIIA application deadline has not been announced, anticipating announcement on Friday with a deadline of September.

23. Valentine Lane Water Main: D&B has prepared a proposal to design a replacement main.

Mr. Logan then presented to the Commissioners a proposal from D&B Engineers and Architects D.P.C. to provide engineering services for the design and permitting of water main improvements to replace approximately 400 feet of 6-inch water main along Valentine's Lane within the Village of Old Brookville and the Town of Oyster Bay for the not to exceed fee of \$78,000.00. The proposed route of the replacement 8-inch water main will be required to be installed below an existing stream/culvert and will be required to be

installed via horizontal directional drill to avoid disturbing the wetlands. To install the water main below the stream/culvert, a wetlands permit will be required from NYSDEC prior to construction. After discussion and upon motion duly made and seconded, it was

RESOLVED that the Commissioners approve hiring D&B Engineers and Architects, D.P.C. to provide engineering services for Water Main Improvements on Valentine's Lane in the not to exceed amount of \$78,000.00 to be charged to Capital Project Account No. H-8397-318-2300 Valentine's Lane Water Main Replacement. It was

FURTHER RESOLVED that the Commissioners approve a budget transfer in the amount of \$78,000 from Capital Project Expenditure Account No. H-8397-315-2300 (and corresponding Revenue Account No. H-7315-5710) Water Main Replacement Program to Capital Project Expenditure Account No. H-8397-318-2300 (and corresponding Revenue Account No. H-7318-5710) Valentine's Lane Water Main Replacement.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
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Commissioner Abbate	AYE
Commissioner Asmus	AYE
Commissioner Beckerle	AYE

24. Merry Lane Piping Modifications: D&B is preparing a draft proposal for this work.

Status of Proposed Development Projects – Engineers Report

1. Cove Edge Road Property Owners: No recent activity.
2. Woodbury Hills: Contract documents have been approved by NCDOH. A Developers Agreement has been sent to the developer. A bid date will be established after payment is received.
3. Silver Path Estates Subdivision: D&B and JWD met with the developer and their representatives. D&B is preparing a proposal to study the potential for a new pressure zone in the area.
4. Farnum Subdivision: Waiting for more information related to adjacent properties and the potential for an easement to loop the proposed water main.
5. Grandville Gardens Subdivision: D&B is addressing JWD comments on the draft memorandum.
6. TOB Miller Place Water Main Extension: The Town has indicated that this project is on hold.

A discussion was held regarding the District's participation in the Long Island Water Conference Intermunicipal Purchasing Cooperative (LIWCPC). Mr. Ingham informed the

Commissioners that he updated the Long Island Water Conference Intermunicipal Purchase Agreement and going forward, it will no longer be necessary for individual members to execute the Purchasing Agreement. In addition, the purchasing agreement does not have a "termination" provision, instead, each individual member must review the participating membership schedule and verify willingness to continue as a member. Going forward membership will be reaffirmed at each annual reorganization meeting of the District. After discussion, the Commissioners reaffirmed membership of the purchasing cooperative and passed the following resolution:

LONG ISLAND WATER CONFERENCE INTERMUNICIPAL PURCHASING AGREEMENT

WHEREAS, Article 13, Town Law Commissioner Elected Districts ("Commissioner Elected Districts") are governed by the statutory authority set forth under General Municipal Law §103; and

WHEREAS, General Municipal Law §103(16) authorizes Commissioner Elected Water Districts, Towns, Villages, and similarly situated governmental agencies, to purchase from each other's vendors provided that said vendor's contract was (a) "let in a manner that constitutes competitive bidding consistent with the state law" and (b) was "made available for use by other governmental entities", a/k/a "piggy-backing"; and

WHEREAS, Commissioner Elected Water Districts, Towns and Villages are encompassed within the general statutory authority of Article 5-G Municipal Cooperation; and

WHEREAS, Towns and Villages are specifically defined under General Municipal Law §119-n(a), as "municipal corporation" and

WHEREAS, Commissioner Elected Water Districts are specifically defined under General Municipal Law §119-n(b) where "the term 'District' means Town Improvement District"; and

WHEREAS, Section 119-o(1) of the General Municipal Law provides further authorization to "municipal corporations and districts" for the "performance among themselves, or one for the other, their functions, powers or duties on a cooperative or contract basis" ("Intermunicipal Agreement" or "IMA"); and

WHEREAS, public authorities of the State of New York are similarly required to comply with the competitive bidding requirements of Article 5-A, Public Contracts of the General Municipal Law; and

WHEREAS, it is the desire of the municipal entities and public authorities listed in the Participating Membership Schedule on file with the Long Island Water Conference to fully realize the rights and benefits conferred by State law upon Commissioner Water Elected Districts, Towns and Villages and public authorities as enumerated above, by entering into

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this IMA with other members of the Long Island Water Conference Intermunicipal Purchasing Agreement,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used in this Agreement, the following, words and phrases, unless the context otherwise requires, shall have the following meanings:

Member means the Article 13 Town Law Commissioner Elected Districts and the Villages, Towns and other governmental entities embraced under General Municipal Law ("GML")§103(16) and the public authorities who maintain their own water distribution systems.

LIWCIPA means the Long Island Water Conference Intermunicipal Purchasing Agreement consisting of the individual municipal Members participating therein.

Common Commodity means those commodities or products which the individual Members of the LIWCIPA have determined to be routine purchases by the membership.

Lowest Responsible Bidder means the lowest Responsible Vendor found qualified to supply the commodity.

ARTICLE II PURPOSE

Section 2.0 Purpose of the LIWCIPA. The purpose of the LIWCIPA is to facilitate a voluntary cooperative program to reduce costs through economies of scale by utilizing the volume buying generated through the "piggy-backing" upon Member contracts as authorized under GML §103(16).

ARTICLE III MEMBERSHIP

Section 3.0 Membership. Membership in the LIWCIPA is open to all Article 13 Town Law Commissioner Elected Districts and those Villages, Towns and other governmental agencies embraced by GML §103(16) and other public authorities who maintain their own water distribution system within the counties of Suffolk and Nassau.

Section 3.1 Membership List. Members have the discretion to join or leave the LIWCIPA by confirming their status on the Participant Membership Schedule with the Chair of the

LIWC Water Supply Coordinating Committee who has the responsibility of keeping the list current.

ARTICLE IV PROCUREMENT; CONTRACTS

Section 4.0 Method of procurement. Each individual member has the **discretion** to initiate a public bid pursuant to GML §103 to procure a Common Commodity.

Section 4.1 Piggy-Backing. Each individual member has the **discretion** to include a provision in its Procurement Contract, in the form set forth below, which authorizes every other individual member of the LIWCIPA to purchase products from the successful vendor.

Extension of Contract to Members of the Long Island Water Conference Intermunicipal Purchasing Agreement

Pursuant to the authority granted this municipality under Section 16 of the General Municipal Law, or public authority, the successful bidder must extend the terms and conditions of his contract for "apparatus, materials, equipment or supplies to those governmental entities and public authorities which are members of the Long Island Water Conference Intermunicipal Purchasing Agreement specifically [**list all current individual members of the Participant Membership Schedule**]

Section 4.2 Members' Contracts. Each individual Member shall make commercially reasonable efforts to utilize LIWCIPA awards to contract for the purchase of Common Commodities with the chosen Vendor.

ARTICLE V MISCELLANEOUS

Section 5.0 Assignment. This Agreement may not be assigned by any of its signatories.

Section 5.1 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of its members and nothing in this Agreement, whether express or implied, shall be construed to give to any other person or entity any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
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Commissioner Abbate	AYE
Commissioner Asmus	AYE
Commissioner Beckerle	AYE

At 9:27 am, the Commissioners went into Executive Session to discuss legal matters and returned at 9:45 am with no action taken.

Mr. Ingham then apprised the Board that on May 17, 2023, the District resolved in its minutes to retain Sher Edling to prosecute claims against 3M Company for PFAS/PFOA contamination to its wells. Mr. Ingham further apprised the Board that on November 1, 2023, the District resolved in its minutes to accept a class action settlement for 3M as recommended by Sher Edling. Ms. Cannon presented correspondence issued by Sher Edling notifying the District of the final class action settlement award, legal fees and expense allocations as determined by the Claims Administrator in the 3M PFAS settlement. Ms. Cannon reported that the class action multi-district litigation assessment legal fee of 8% awarded to class action counsel has been automatically deduced from the District's gross allocation award amount of \$6,685,188.78. The award amount will be allocated with payments remitted over the next ten years. Ms. Cannon confirmed the District's first payment was received on June 23, 2025 and the second payment is scheduled to be disbursed in the third quarter of 2025. All remaining payments will be remitted annually through 2033. Ms. Cannon reported that the legal fees to Sher Edling associated with the settlement award which total \$999,130.92 plus reimbursable legal expenses in the amount of \$61,303.17, will be deducted in the first two payments this year.

Miss Cannon updated the Commissioners on the LDI tariff-related price increases between 7-10% discussed at the last board meeting. Miss Cannon further clarified with LDI, that they are not changing the District's service contract, this is a temporary line item due to tariffs. The District spends approximately \$4,000 per year with LDI, this temporary increase would cost between \$280 and \$400 for a full year. After discussion, the Commissioners authorized payment of the temporary tariff-related price increase with LDI.

Mr. Logan reported that all analysis of wells and bacteriological sampling for the period of June 4, 2025 to June 17, 2025, had been completed and all were within state and federal standards.

Mr. Logan informed the Commissioners that he received a request for Water Availability from Whitney Ln Woodbury LLC for a three (3) lot subdivision at 11 Whiney Lane, Woodbury. There is currently no water main on Whitney Lane (private road) so this would need to be a development project. Mr. Logan will send the developer's application requesting the \$2,500.00 application fee and inform them of the next steps.

Mr. Logan requested authorization to commence a pilot study with Clow, to purchase one iHydrant and receive two free from the vendor. The iHydrant is manufactured by Clow, but will be their Medallion style hydrant, not the typical Eddy hydrant that the District has throughout the District. It includes a pressure and temperature sensor that can transmit pressure/temperature readings via cellular endpoint. Mr. Logan plans on installing them in the three (3) upcoming water main projects (Sugar Tom's, Hunt Club and the newly added Valentine's Lane). Should this pilot program prove to be beneficial to both the District and D&B, it may be expanded by becoming a requirement in any new sub-division

project in the future. There is an annual fee per hydrant of \$300.00 for the monitoring software. After discussion, the Commissioners authorized Mr. Logan to purchase the one (1) iHydrant and the monitoring software to pilot the product.

Mr. Logan informed the Commissioners that he received a request from Mr. Soren Gandhi at 2 Woodland Dr., Woodbury to meet with the Commissioners at the next board meeting to discuss District requirements. Mr. Logan explained that Woodland Drive is a private road off of Southwoods Road with four (4) lots/homes, all of which are serviced from Southwoods Road, through individual one inch (1") water services since there was never a water main installed on this private road when the homes were first built. Mr. Gandhi's home, which was his parents' originally, was demo'ed and is in the middle of being reconstructed. Since the parcel is larger than a half-acre, a second service for irrigation is required per the District's Ordinances. Mr. Gandhi may be approaching the board to look for relief from (1) having to install a separate irrigation service, and (2) requesting that the District install a water main and appurtenances at no cost to the four (4) homeowners (this is purely Mr. Logan's conjecture of the situation after his discussion with Mr. Gandhi). After discussion, the Commissioners agreed to meet with Mr. Gandhi on July 9th, 2025.

Mr. Logan informed the Commissioners that Landmark Structures the construction company who built the new 1.5MG Syosset Tank, requested authorization to use the project for some of their marketing material. After discussion, the Commissioners authorized Landmark Structures to use the Syosset Tank in their marketing material contingent upon them allowing the District to have final approval before the material is used.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
Commissioner Abbate			AYE			
Commissioner Asmus			AYE			
Commissioner Beckerle			AYE			

Miss Cannon then presented and reviewed with the Commissioners a Cash Balance/Cash Deposit report as of June 16, 2025. After discussion, the report was ordered filed.

Miss Cannon then presented and reviewed with the Commissioners a Purchase Order by Expense Account Report listing all purchase orders issued between June 4, 2025, and June 16, 2025. After discussion, the report was ordered filed.

Miss Cannon then presented and reviewed with the Commissioners the Budget to Actual Reports for the month ended, May 31, 2025. After discussion, the report was ordered filed.

Miss Cannon presented to the Commissioners a letter of resignation from Employee, Brian Berardi, Meter Reader, whose last day on payroll was June 10th, 2025. The Commissioners wished Mr. Berardi well in his future endeavors. Miss Cannon then

presented to the Commissioners a calculation of the accrual payout for Mr. Berardi in the amount of \$3,322.58. Miss Cannon indicated that Mr. Berardi returned all badges, keys and uniforms and payments will be released on July 3rd, 2025. After discussion, and upon motion duly made and seconded, it was

RESOLVED that the Commissioners approve the accrual payout for Brian Berardi in the amount of \$3,322.58 to be charged to Operating Account No. A-8340-000-1100 Plant Salaries.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
Commissioner Abbate			AYE			
Commissioner Asmus			AYE			
Commissioner Beckerle			AYE			

Miss Cannon then requested authorization to hire Annie Chen as an Account Clerk contingent upon Nassau County Civil Service Commission approval. After discussion, and upon motion duly made and seconded, it was

RESOLVED that Annie Chen be appointed as an Account Clerk contingent upon Nassau County Civil Service Commissioner approval.

VOTE	AYES	3	NOES	0	ABSENTIONS	0
Commissioner Abbate			AYE			
Commissioner Asmus			AYE			
Commissioner Beckerle			AYE			

Miss Cannon updated the Commissioners on the NYS DOL Prevailing Wage program that requires all contractors and subcontractors to register with them before they can bid on public work contracts. She confirmed with D&B that the updated requirements were included in the District Bid Advertisements, Instructions to Bidders, Bidders Checklist and Bid Form. Miss Cannon informed the Commissioners that a tracking schedule was created to verify certificate numbers with the NYSDOL database to ensure that the District's current vendors appeared in the registry. JWD notified any contractors not in the registry of the new requirement and requested that they register.

Miss Cannon informed the Commissioners that the District received invoices from Lexington Technologies Inc. for SCADA Managed Services for 2024 and half of 2025 noting that a liability was booked for services that incurred in 2024 but no payments have been made to date. Miss Cannon reminded the Commissioners that when the 2024 Managed Service Contract was approved it was contingent upon the District receiving and executing a Managed Service Agreement from the vendor. A discussion was held regarding the SCADA Managed Service Agreement, Mr. Carman requested additional information from

the District to assist with finalizing the draft of the Agreement which will be discussed at a future meeting.

Miss Cannon informed the Commissioners that the District received an email from Salerno Insurance regarding New York State Department of Labor's Public Employee Safety & Health (PESH) Bureau actively conducting inspections. Miss Cannon informed the Commissioners that Mr. Logan, Ms. Blum and herself reviewed the list of how to prepare. Mr. Logan had a staff meeting with his department to revisit the information provided to the District from PERMA. Miss Cannon informed the Commissioners that PERMA recommended that the District update the Workplace Violence Prevention Policy and Program and add a Bloodborne Pathogen Policy. Miss Cannon requested authorization to hire Littler Mendelson, P.C. to assist with the development of these two policies. After discussion, the Commissioners authorized Miss Cannon to work with Littler Mendelson, P.C. to draft the Workplace Violence Prevention Policy and Program and add a Bloodborne Pathogen Policy.

Miss Cannon informed the Commissioners that she received a request to waive a penalty on account no. 26809900-0 in the amount of \$77.41. Miss Cannon informed the Commissioners that no penalty had been waived in the last five (5) years. After discussion, the Commissioners authorized Miss Cannon to waive the penalty on the account and instructed her to send a revised bill to the customer.

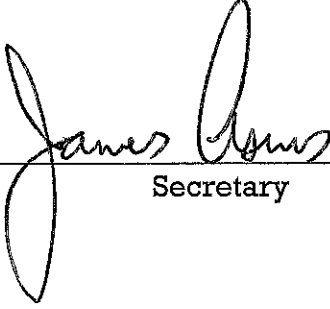
VOTE	AYES	3	NOES	0	ABSENTIONS	0
Commissioner Abbate			AYE			
Commissioner Asmus			AYE			
Commissioner Beckerle			AYE			

Miss Cannon then informed the Commissioners that she received a request for a reduction to the 2nd Quarter 2025 water bill for Account No. 40268300-0 due to a leak on their main service line. Miss Cannon informed the Commissioners that a reduction to these bills would be in line with the District's policy to allow excess water usage, in excess of the three (3) year average usage, be charged at a rate equal to the District's cost to pump 1,000 gallons of water. The adjustment to the 2nd Quarter 2025 water bill resulted in the total water charge being reduced to \$602.46 from \$898.70, a reduction equal to \$296.24. After discussion, the Commissioners approved the reduction and instructed Miss Cannon to send a revised bill to the consumer.

The pending agenda items list was read, discussed, and filed.

The following claims were then audited and approved for payment: General Fund #29524 to #29560, Construction Fund #2812 to #2815 and Installation Fund #4221 to #4222.

There being no further business, the meeting was, upon motion, duly made and seconded and adjourned.


Secretary