

**PHEASANT RUN ROAD MAINTENANCE ASSOCIATION, INC.**  
**BOARD OF DIRECTORS**  
**MEETING SUMMARY**  
**December 12, 2007**

I. A regular meeting of the Pheasant Run Road Maintenance Association, Inc. Board of Directors was held at the Administration Building, Leisure Services Conference Room on December 12, 2007.

**Members Present:** Ann Conklin, Canton Township, Dave Nagy, Pheasant View, Craig Stephens, Fairways, Tim Kljun, Roadway Manager, Laura Gitre, Fairway Pines, Tom Casari, Canton Township

**Others:** Tom Gamache, Fairway Pines, Deborah Dooley, Canton Township, Paul Porter, Pheasant View

Ann Conklin called the meeting to order at 5:37 p.m.

Ms. Conklin stated tonight is Dave Nagy's official last meeting and thanked him for his years of service, leadership and all that he has brought to PRRMA and wished him well. Mr. Nagy stated it has been a pleasure and privilege to work with all of PRMAA's Board members. Mr. Nagy stated it has been an eye opener and we haven't seen the last of him, he is just taking some time off. Mr. Kljun stated he has the new Board member for Pheasant View to replace Mr. Nagy and he will update the information for the next meeting. Ms. Gitre stated the insurance will have to be updated with the name of the new Board member also.

**II. Approval of Meeting Minutes:**

Motion by Casari, supported by Nagy to approve the November 7, 2007 minutes as amended. Motion carried unanimously.

**III. Financial Activity Review:**

Tim Kljun presented the financial reports as of November 30, 2007, consisting of:

- Balance Sheet
- Reserve Account (Asset) Activity
- State of Income and Expense Aged Receivable
- Aged Payables
- Narrative for November 2007
- Updated Maintenance and Repair Detail (accumulative totals)

Mr. Gamache inquired about the paving that was just completed was not indicated on the income and expense statement. Mr. Kljun stated PRRMA has not received an invoice for this paving as of yet. Mr. Kljun stated PRRMA did receive an invoice from Gaglio for sidewalk repair.

Mr. Gamache inquired about the lawn maintenance on the income and expense statement and it shows that PRRMA pays for Canton's. Ms. Conklin stated that Canton Township reimburses PRRMA and Canton pays the full amount upfront for all. PRRMA pays the bills. Mr. Gamache inquired how this is reconciled at the end of the year. Mr. Kljun stated he reconciles for Canton on the income and expense statement and it shows their status. Ms. Conklin stated if Canton is ever in the arrears, Canton will make up the difference. Mr. Gamache stated what Fairway Pines has done with their landscape contractor is if there is no rain, do not cut the grass. Ms. Conklin stated we only get charged per time. Ms. Conklin stated we control when they are there and not there.

Mr. Kljun stated in January he will prepare a summary of what happened in the 12 previous months so we have an understanding of where we are. It will be done again in July or August for the fact that we have shifted our expense year 7 months. Ms. Conklin stated in 2008 will be the first year that previously according to the documents that govern PRRMA the money for the Links and St. Joes reimbursement will come directly to PRRMA. Ms. Conklin stated it should be designated that the funds are coming from the Links and St. Joes in the financial statements.

Ms. Gitre inquired what PRRMA pays Community Bank of Dearborn for. Mr. Kljun stated it is income taxes paid quarterly and the bank pays the government.

Ms. Gitre stated the invoice to Fairway Pines has been misplaced and if Mr. Kljun can resend to the P.O. Box. Mr. Kljun stated all invoices were sent via email. Ms. Gitre stated she did not receive the email. Ms. Conklin stated we will send to the P.O. Box.

#### **IV. Unfinished Business**

##### **A. Further Review of Insurance Requirements**

Ms. Conklin stated bids were sent out to 5 or 6 companies and only one, our existing insurance company responded. Ms. Conklin stated that insurance companies need more time than we gave them to respond. They need time for fact finding. Ms. Conklin stated our insurance expires at the end of this year and her recommendation is to go month to month with the current insurance company and submit RFP with a longer time frame to respond and make recommendation at the end of January. All Board members agreed to go month to month and submit RFP's and evaluate at the end of January.

Mr. Paul Porter, Treasurer at Pheasant View joined the meeting.

##### **B. Landscaping Repairs**

Ms. Conklin stated the Township Landscaper took a look and concurred that the exact product we are bidding is the exact product we need.

Mr. Kljun stated three (3) lawn services were quoted to make repairs along Summit Parkway and the Canton Center Glengarry Blvd. The three (3) bids were from Oakley Lawn Service, Garrett Landscape and Geronimo. Those three (3) services currently do the landscaping for the subdivisions. The placement of 82 dead shrubs

along Glengarry Blvd. and 42 junipers along Canton Center was quoted. Geronimo elected not to bid. There were a couple of options recommended by Fairway Pines President, Option 1: Canton Center entrance to Glengarry eliminate flower bed planting in front of the sign and Option 2: to tear out and add 16 Stella Dora daylilies. Mr. Kljun did not have the information broken down to remove the dead plants. Mr. Kljun stated he will go back to the bidders and get this information. Motion by Gitre, supported by Stephens to table until information is obtained with a breakdown of removal of the dead plants. Motion carried unanimously.

### **C. Purchasing Policy**

Mr. Kljun passed out the revisions on the purchasing Policy. Ms. Conklin stated the cap for anything less than \$2,000 does not have to have a quotation, and anything over \$2,000 has to have a quotation. Mr. Kljun stated paragraph C also indicates \$2,000.

Mr. Kljun stated he added paragraph D for emergency repairs with definition in subparagraphs i and ii. Mr. Kljun stated it is defined as a condition of an emergency or hazard condition is if the damage is incurred exposes PRRMA facilities to additional damage if it isn't taken care of, with examples provided in the Purchasing Policy.

Included in the Purchasing Policy is an approved Contractor Listing for Maintenance or Repair of PRRMA Facilities per recommendation of the Board. Mr. Kljun stated annual updates were set for an annual year. Ms. Conklin stated it would make more sense to follow our budget year. Mr. Kljun stated October is the month for RFQ's stated in the calendar of events. The Board agreed to update on a fiscal year. Mr. Nagy inquired if the contractors guarantee 12 month pricing. Mr. Kljun stated the request for quotation will be for 12 month pricing.

Mr. Gamache inquired if Canton does the street sweeping for all the subs. Mr. Casari stated yes, Canton does street sweeping in all the new developments on a regular basis and pay a higher cost, and talking to HOA's and there will be a charge, and Canton does sweep the DDA for the DDA. The discussing is ongoing for marketing to other subdivisions. Mr. Gamache stated any streets swept by Canton has to pay. Mr. Casari stated yes, the only exception is when the sidewalk program has been completed Canton will sweep the streets from dirt generated by the sidewalk program. Ms. Conklin stated when Canton's DPW sweeps the streets in the Parks, Golf Courses and the Summit we pay also. Any agency who requests the streets to be swept must pay for the service. Ms. Conklin stated it is on demand as needed. Mr. Porter inquired if one bid counts as three (3) quotes even though there was only one bid. Mr. Kljun stated yes.

Mr. Gamache inquired once these documents are implemented by PRRMA for use, how are they maintained. Ms. Conklin stated these books with Policies are updated annually. Mr. Kljun has given Ms. Gitre the "Book". Ms. Conklin stated Mr.

Gamache probably never got the “Book”. Mr. Kljun stated updates for the “Book” will be passed out as needed.

Motion by Gitre, supported by Nagy to accept the Proposal for Administration of Facility Installation, Modification, Maintenance and/or Repair Contracts Bid Requirements by fiscal year. Motion carried unanimously.

**D. Sidewalk Responsibility**  
**TABLED**

**E. Reserved Funding Options**  
**TABLED**

**F. Further Discussion on Fairway Pines Proposal**  
**TABLED**

Ms. Conklin stated these three (3) items were tabled and once tabled they cannot be discussed. Ms. Conklin stated the summaries for disposition didn’t happen and is going to trial.

Mr. Gamache stated there was one movement, the initial billing was disallowed. Ms. Conklin stated she does not have a trial date. Mr. Gamache stated the focus of the lawsuit changed to the “authority, non-authority” and there needs to be a refiling of documents to focus on those issues. Mr. Gamache stated the initial lawsuit was for an unpaid bill which according to this matter of law failed. Mr. Gamache stated the judge said the bill sent to Fairway Pines does not have to be paid. Mr. Gamache stated both attorneys have to petition the court to re-file. Mr. Gamache stated based on whatever documents are allowed will be carried into court. Mr. Gamache and Ms. Conklin stated the trial date is TBD. Mr. Gamache and Ms. Conklin stated the attorney’s received notification in the mail last Friday and passed this information on. Ms. Conklin stated the attorney has not had time to digest and decide on the next plan of action.

Ms. Conklin stated that Canton Township has said all long that if the statistics prove that Canton’s responsibility should be greater than 12%, Canton would be willing to entertain that; however Canton has felt along that a traffic study needs to be done in support for or against. Up until this time the PRRMA Board has not been interested in doing a traffic study, and is questioning whether the Board is interested in going out for bid to determine the cost of a traffic study. Mr. Stephens stated he sees that as being unrelated to the law suit and is a different part of the by-laws that sets the percentages. The law suit is simply qualifying whether PRRMA has the authority to collect for a reserve. Ms. Gitre inquired if the Board can talk about the traffic study to see if the percentages are appropriate. Mr. Nagy stated his position is why should PRRMA spend any money that will result in money having to be spent on the reserve if it is determined that PRRMA doesn’t have the authority to collect

reserves. Mr. Nagy stated if PRRMA spent money on the traffic study and tried to renegotiate percentages and it is determined that PRRMA doesn't have the authority it is moot and PRRMA has wasted that money also. If it is determined that PRRMA doesn't have the authority to collect a reserve, the question is if PRRMA would be restructured where a bank account is set up for each of the subdivisions and Mr. Nagy is reluctant to spend the money on a traffic study. Mr. Porter stated each subdivision would have a reserve within PRRMA. Ms. Conklin stated that is an option. Mr. Nagy stated that just makes PRRMA a bank and he doesn't see the sense in that.

Mr. Gamache stated that has been voiced before by the Board and PRRMA's attorney that PRRMA would become insignificant. Mr. Gamache stated on behalf of Fairway Pines we don't feel that way. Mr. Gamache stated Fairway Pines feels that the way PRRMA was set up is right and reasonable and has a meaningful purpose, to maintain the roads. Mr. Gamache stated the issue is how do we assure that the funds that we provide are used for the benefit of our homeowners and is consistent with the proposal Fairway Pines made. Mr. Gamache stated Fairway Pines stated they would give PRRMA the money and have a cap on the reserve fund yet we want control on how that money is spent. And also the unanticipated contingency fund. Ms. Conklin stated as Mr. Casari has explained the history of PRRMA, that PRRMA is responsible for getting the repairs done and the consistency will be there if it is governed by the PRRMA Board.

Mr. Stephens stated it was discussed before if we wanted to change the wording to make it clearer and he agrees the wording is ambiguous. Mr. Stephens stated he feels it is unfortunate that Fairway Pines interpreted it different than the rest of the Board. Mr. Stephens stated he feels it is likely that the judge will come back with a judgment that PRRMA is not allowed to collect a reserve and the question will be where does PRRMA go from there. Ms. Conklin stated that a year ago there was some discussion on how to change the wording in the by-laws. Mr. Stephens stated however the outcome of the judgment the outcome will be the same. Mr. Gamache inquired if all will be done is to change the wording. Mr. Stephens stated that is all he will propose. Ms. Gitre stated on the April 2007 minutes on page 8 it talks about advise amendment to the by-laws that the mandatory reserve fund requirement similar to policy 2. Ms. Conklin stated that has been done in Policy 2; however did not do it in the Reciprocal Roadway Agreement. Mr. Gamache stated to do what you are asking requires a unanimous vote. Mr. Gamache stated that would not be able to be done without a unanimous vote.

Mr. Nagy stated if it is determined that PRRMA doesn't have the authority to collect a reserve and we do amend those documents, participation from that day forward would be an entirely different issue than from that point backwards, because of all the reserve money collected from day one. Mr. Gamache stated that would be an issue that would have to be discussed,

because if it is judged that PRRMA does not have the authority to collect those monies then discussions would center on how to return money to respective associations. Mr. Gamache stated Fairway Pines is not against a reserve fund and roads have to be maintained in a safe and esthetic condition and money is required to do that with a determined cap. Ms. Conklin stated no one has said no to that proposal. Mr. Gamache stated PRRMA has meaning. Mr. Nagy stated the in regards to the reserve study he does not feel that the money reserved would ever accumulate to the levels of concern because they are being spent as they are collected. Ms. Conklin stated the Board did not have a problem with putting a cap on the reserve and it was discussed a cap of \$500,000; however it was not voted on. Mr. Nagy stated if Fairway Pines is in favor of the reserve then why can't the wording be changed and everyone vote on the change. Mr. Gamache stated together with the reserve fund the responsibilities need to be redefined, ownership responsibility. Mr. Gamache stated you own the road you pay for the repair of it. Mr. Gamache stated Fairway Pines pays for all the roads within Fairway Pines, including Glengarry Blvd. Mr. Gamache stated Fairway Pines does not feel any equity in Summit Parkway. Fairway Pines is providing 33 ¼ % in the cost to repair Summit Parkway. Mr. Gamache stated he recognizes Canton pays 12% to repair our roadways. Mr. Gamache stated if the responsibility is realigned based on who owns it feelings of spending money there but not here.

Ms. Conklin requested clarification of the remaining Fairway Pines issues. As she understands it; the remaining issues are: 1. Percentages need to be re-allocated, 2. A cap must be placed on the reserve fund, and 3. The PRRMA authority language in the reciprocal agreement must be clarified. Mr. Gamache stated if the money that the reserve fund is partitioned such that each entity has a pot of money and only that pot of money that PRRMA controls would be used in that subdivision. Mr. Gamache stated that is the only way Fairway Pines can assure that we have some control over how the money is spent.

Mr. Kljun stated lets assume that it is agreed upon, how far back does one go to make the other subdivisions whole. Mr. Gamache stated he assumes that those monies are still in the PRRMA Reserve fund. Mr. Gamache stated let's use Pheasant View, who hasn't gotten much work done. Mr. Nagy stated Pheasant View has contributed 175k plus since 1998. Mr. Gamache stated if Mr. Nagy did the percentages on that it might be eye opening where the monies were spent based on the percentages that are contributed. Mr. Casari stated he thought that more was spent in Fairway Pines than Fairway Pines contributed. Mr. Gamache stated that was not according to the documents he received from Cliff. Mr. Kljun inquired if Mr. Gamache would share those documents with him. Mr. Kljun stated he is the one that put those documents together and if he is doing something wrong and there is a difference he would like to know where it is. Mr. Gamache inquired if Mr. Kljun had a document that shows the money contributed by all the associations since we started. Ms.

Conklin stated yes there is a document that calculates all contributions from each association. If there is a document then we can show Cliff what PRRMA has for its records and compare those to Fairway Pines records. Ms. Conklin inquired if Mr. Gamache would explain his comment on the percentages. Mr. Gamache stated if you total the money spent on road repair for instance for Fairway Pines. Mr. Kljun stated Fairway Pines has \$175,867.60 for all maintenance activities divided by the total cost equals \$484,519.24 equals 36.29% and that is more than 33%. Mr. Gamache stated that is just what has been spent on maintenance. Mr. Gamache stated use \$119,851.94 divided by 484,519.24 equals 24.27%. Mr. Kljun stated if you look at the numbers it is obvious that the numbers were used to know what was being spent where. There is going to come a time when Pheasant View is going to get cranked up and Canton will get cranked down. Ms. Conklin stated Pheasant View has been paying in for all of us now some point in time their roads are going to need repair and we are going to pay in for that. Mr. Gamache stated which at the end of the day says that we each pay for our roads. Mr. Stephens stated that Pheasant View is paying for Fairway Pines right now and the cost is not so traumatic for your homeowners. Mr. Gamache stated that Fairway Pines feels it has put in sufficient funds to cover what has been spent in Fairway Pines. Mr. Gamache stated that Pheasant View states they have put in sufficient money and that money should be available to them. Mr. Casari stated it is there is \$400,000. Mr. Casari stated the issue with the Township's roads getting more traffic and maybe requiring more repairs is the issue we said we would look to address by doing a traffic study and if that bared out we said no problem and we need to adjust the formula.

Mr. Stephens stated we have agreed to a cap redivide the percentages and the issue we have not agreed upon is for most of us PRRMA was set up to defray the cost of any repairs over the three (3) subdivisions and Canton and Fairway Pines wants it to be the liability of each individual subdivision. Mr. Gamache stated for the roads they own. Mr. Stephens stated there doesn't seem to be a compromise. Mr. Gamache stated also the golf cart crossings. Ms. Conklin stated the golf course crossings were constructed for the value of the homes and Canton will maintain those and rip them out and put in pavement or asphalt. The golf cart crossing for golf are horrible. They were built with brickpavers for the neighborhood. Mr. Gamache inquired who maintains the crossing on the boulevard. Mr. Gamache stated you can put in asphalt and paint lines but there is a crossing that goes across the boulevard in Fairway Pines. Mr. Gamache stated if it provides no benefit to Fairway Pines homeowners why are we paying for it. Mr. Gamache stated just like Cherry Hill Village is benefiting from the Cherry Hill Village Theater. Ms. Conklin stated she would argue that the entire golf course does provide value to the homeowners. Ms. Conklin stated there maybe some things in the Reciprocal Roadway Agreement that need to be addressed and we are willing to talk about it and the basic fundamental concept is what it is. Mr. Gamache stated the homeowners on the golf course paid premiums, so we paid something up

front to be on the golf course; however residents on Fountain View that parallels Cherry Hill really don't benefit from the golf course.

Mr. Nagy inquired once the cap is met, how do you suggest maintaining the ongoing funding. Are you talking about reducing annual dues at that point until there is a catchup? Mr. Gamache stated there would be two options; you could go into a maintenance mode, or the individual association could set aside a maintenance fund to repair roads in addition to PRRMA's repair commitments.

Mr. Nagy and Mr. Stephens are reluctant to spend money on a traffic study. Mr. Stephens stated he is trying to find a process to where this can end, if the judgment is that PRRMA does not have authority and we cannot come to a unanimous vote to change the language then the only resolution is the dissolve PRRMA and Fairway Pines can go their own way. Mr. Gamache stated that is not Fairway Pines request. Mr. Stephens stated if we cannot compromise that is the only way out. Mr. Stephens stated PRRMA was set up as cooperative to maintain the roads. Mr. Gamache stated the Reciprocal Roadway Agreement only states how the HOA will be assessed not how the money is to be spent. Mr. Stephens stated if the judgment states the language is ambiguous then we should cut the lawyers out and go to the end game. Ms. Conklin stated if we go straight to the end game and dissolve we will need lawyers to sort through. Mr. Stephens stated his subdivision feels PRRMA should spend no more money in Fairway Pines and should take steps to basically allow Fairway Pines to leave PRRMA. Mr. Nagy stated it is not that easy as Pheasant View needs to be numerated for money that has been put in that will not be available plus the restructuring of the percentages. Ms. Conklin stated she will contact the attorney and inquire if the need for a unanimous vote to change the language and may have more advice for PRRMA. Mr. Stephens stated he feels it will be helpful to find out the mechanics to change the language. Ms. Conklin stated she will have him come to the next meeting to answer all members' questions. No discussion will be done regarding the law suit.

Mr. Nagy stated in the voting process, a meeting is called and it is only the people in attendance that is classified as a majority of people present. Ms. Gitre stated a 30 day notice is required for a special meeting.

Mr. Kljun stated in paragraph 22 in the Reciprocal Roadway Easement Agreement identified amendment: the declaration maybe modified and or amended only by the supplemental declaration in writing:

A. Executed and acknowledged by each developer and the Township and/or by each association and the Township as the case maybe.

Ms. Conklin stated the question is by each association represented by the PRRMA Board or do they have to go back to the association.



Ms. Conklin stated that she does not mean to be defensive but must respond to Mr. Gamache's statement about all residents in the area are benefiting from the Cherry Hill Village Theater. Ms. Conklin stated that all the residents in Canton Township are supporting the golf course and the Summit. The only thing that is divided are the roads which the residents of your subdivision what we felt was the primary benefit. Mr. Gamache stated the comment was the halo effect that was attributed to the golf course. Mr. Gamache stated he was saying the Theater at Cherry Hill Village also has the same halo effect for the immediate residents. Ms. Conklin stated Mr. Gamache stated it was paid for by the entire Canton Township and as is the Summit and as is the golf course as is Heritage Park as is everything else. All of Canton Township is paying the 12% of your roads. Mr. Gamache stated as a tax payer we are also paying all of 12% that Canton contributes. Mr. Gamache stated the 12% is tax payer's money. Ms. Conklin stated that is correct, except what came from the Links and St. Joes which Canton compromised on. Mr. Nagy stated I think they call it a community.

Ms. Conklin stated she believes there is an agreement to the concept of a cap and the redivision and we understand some of this needs to be looked at.

#### **G. Signage**

Mr. Casari stated the signage for Pheasant View should be staked today at the entrance on Southwick to install a "No Thru Traffic" sign. Authorization from Public Safety today to remove the u-turn sign. The residents who live there will still be able to turn to go to their homes but others will turn and see the "No Thru Traffic" sign. The "No Thru Traffic" sign will be installed and the u-turn sign will be removed. Motion by Casari, supported by Nagy for Public Works to install the "No Thru Traffic" sign and remove the u-turn sign. Motion carried unanimously.

Mr. Kljun stated there are three (3) signs in two (2) subdivisions, Fairway Pines and Fairways, damaged. These signs were struck by vehicles. Mr. Kljun presented photographs of the damaged signs. Mr. Richard Cummins, our contractor who does sign repair, looked at the damaged signs and decided it was beyond his scope. Mr. Kljun contacted Tools, Sport and Signs and has responded with a preliminary bid and gave Mr. Kljun three other sign repair companies. Cal Signs, Fast Signs and Planet Neon. Mr. Kljun contacted all three and Fast Signs of Ann Arbor responded and Cal Signs is expected to respond. Mr. Kljun stated there is a significant reduction by using Fast Signs. Mr. Kljun stated when he receives all the information he will put together a spreadsheet and is favoring someone other than Tool Sport and Sign. Mr. Kljun will email the information to Ms. Conklin and she will forward to all Board members. Mr. Kljun stated as the ground gets colder the price could go up as it will be much more difficult to replace the signs. Mr. Kljun stated rapid action will be required when all information is compiled. Mr. Kljun stated the post has been shirred and the whole post will need to be replaced for the sign at the cart paths in Fairways and Fairway Pines. Mr. Kljun stated the big 6x6 will have to be rebuilt. Mr. Gamache stated the post in the ground are deteriorating and would it be possible for a concrete pier and the post is bolted to

that, would that be an alternative. Mr. Gamache stated there is an example on Glengarry. Mr. Kljun stated what you are saying is feasible. Mr. Kljun stated none of the quotation address this issue and he will inquire on a quote for this process. Mr. Kljun stated it is imperative that we allow the sign to cave away quickly so there is not more damage to the vehicle. Mr. Nagy stated there maybe some requirements to those breakaway signs. Mr. Casari stated MDOT does have requirements and the concrete portion not exceed the height of the breakaway location. Mr. Kljun stated his concern is the bolts and if the bolts are damaged the concrete will have to be replaced and the cost could be significant. Mr. Stephens stated if this is pressure treated wood it is not lasting very long. Mr. Stephens stated another alternative is to have a square or round hole and drop the post into the hole. Ms. Conklin stated could we get away from wood and go plastic that looks like wood. Mr. Kljun stated we will investigate alternatives. Ms. Conklin stated if a sign is damaged to email her and the Park employees will go and put up temporary signs at no cost to PRRMA. Mr. Nagy stated copper flashing will hold up well and looks nice at the base. Mr. Stephens stated keep emphasis on doing it quickly. Mr. Kljun stated we can repair in the fashion we have been repairing and investigate later. Ms. Conklin stated this is an insurance claim and would be classified as an emergency repair. Mr. Kljun stated this would be considered three separate occurrences for insurance purposes. Mr. Stephens stated three quotes for repair, made post out of Trex, isolate wooden post from the tube or concrete and time frame for each. Ms. Conklin stated once we see the quotes we can respond within 24 hours. Mr. Stephens inquired if landscaping rocks can be placed around the post. Mr. Casari stated if a vehicle is damaged by the landscape rocks and the County will not allow because it will become a liability issue.

## **V. New Business**

### **A. Contract for Independent Contractor**

Ms. Conklin stated this is a 30-day contract that can be ended by either party. Ms. Conklin received some additional information that will need to be included. Ms. Conklin and Mr. Casari will meet with Mr. Kljun and there will some significant changes in this next contract. It has been a couple of years since Mr. Kljun's contract has been reviewed. Ms. Conklin stated Mr. Kljun needs to have insurance. The proposal for Mr. Kljun's contract will be brought back to the Board.

### **B. Traffic Light at Beck and Crowndale**

Mr. Casari stated the County did a traffic signal warrant study and determined a signal was warranted at Crowndale, Beck and Central City Parkway. Mr. Casari stated we had put on the back burner due to the County stating there needed to be some widening at that intersection and the County does not have the money to pay for it so they are looking at the Township to do it. Also wherever the Township puts up a traffic signal they use the ornamental posts and battery backup so the signal works when power is out.

Mr. Casari stated the signal has been warranted for over a year and a solution has been decided upon at Crowndale and Southwyck. The first part approved this evening will be done tomorrow or the next day. The second part will be the signing at Crowndale to prohibit the Central Park Blvd. from coming straight across Beck Road into Crowndale. The sign will say Left or Right Turn Only and pavement arrows indicating the same will be placed at

that intersection. The County will approve this and issue a permit. Going from Crowndale across will not be prohibited; however that is something that could be prohibited. Mr. Nagy stated they still want to be able to go westbound across; however do not want eastbound traffic coming into the subdivision. Mr. Casari stated this will not affect people on Beck Road turning left or right. A police car can be stationed and ticket everyone that comes across. Mr. Casari stated that is about all we can do to prohibit traffic coming straight across entering the subdivision. Mr. Casari stated the signing is all that can be done to limit traffic that does not live in the subdivision. Mr. Casari stated we can also add another sign on the private side that states "No Thru Traffic". The police will not enforce those because they would literally have to follow every driver. Mr. Nagy stated PRRMA is in no position to reconfigure Summit Parkway and Glengarry to change the flow of traffic so there is no alternative and appreciate the signage. Mr. Porter stated others have told him the worst offenders for speeding are the police department. Ms. Conklin stated she will have this discussion with the Police. Motion by Nagy, supported by Stephens to put "No Thru Traffic" signage at Crowndale and Beck. Motion carried unanimously.

## **VI. Miscellaneous Questions**

Mr. Gamache inquired about the invoice and dues payable in 30 days. Mr. Kljun stated the dues are due and payable the end of November. The invoice is mailed early in the month and there will be a set increment of time and indicate in policy. Mr. Kljun stated August, September and October dues will be due by November 30<sup>th</sup>. Invoices will be sent out 30 days before the due date.

Mr. Gamache inquired about the tiny cracks in the roadway and is there any kind of topical sealer to put on these cracks. Asphalt sealer can seal some minor cracks and is primarily cosmetic. Mr. Casari stated nothing can be done now. Mr. Gamache stated this might forestall future cracks. Mr. Casari stated there will a seminar for staff on asphalt maintenance in January to enlightening new technology. Mr. Casari stated sometimes reheating will seal also. Mr. Casari stated Mr. Zilincik has spoken with Mr. Kljun on asking for a 10% retainage (\$9,300) with T & M to return and redo certain defects that didn't last through the fall and come back in the spring and redo. Mr. Porter stated it appears they under filled the cracks and some cracks are 2 inches deep. Mr. Casari stated there were more cracks than filling done. The increase in quantity was not done.

Mr. Gamache inquired on page 5 of the November minutes it stated that watering of landscape will be done on a one time event and further in paragraph it talks about additional watering and what did we decide. Mr. Kljun stated the contract as is now indicates there will be a one time watering and if we want additional watering for a year that will be optional with additional cost.

Mr. Gamache inquired on page 7 of the November minutes there were 4 issues on bid requirements; however there were only 3. Mr. Kljun stated there are 4 issues: 1. Installation or modification 2. Maintenance 3. Repair. Ms. Conklin stated can we all agree there were only 3 issues.

Mr. Gamache inquired on page 8 of the November minutes Mr. Stephens stated electrical maintenance bids will be done annual and we need to discontinue Van Buren. Mr. Gamache inquired if there was someone we know of to recommend. Mr. Kljun stated not at the moment. Ms. Conklin stated by August we will have someone new.

Mr. Gamache inquired if the vegetation killer was between the curb and the asphalt. Mr. Kljun stated it is between the concrete curb and gutter and the asphalt.

Mr. Gamache inquired about November minutes discussion on watering and sprinkler repair. Ms. Conklin stated she spoke with the guys and they stated they were repairing them at the time and the timer next year will be reflected to reduce watering. Ms. Conklin stated the watering bill is just rolled into the Summit water bill. Mr. Kljun stated there are no water bills paid by PRRMA. Ms. Conklin stated she believes if there is a major repair for sprinklers PRRMA has paid for it. Ms. Conklin stated you may see an irrigation bill for Canton but Canton pays PRRMA for all their expenses.

Mr. Gamache stated on page 4 of the November minutes where Ms. Conklin states we will bid in the Spring for road repair. Mr. Gamache would like an aggressive date of March 1<sup>st</sup> for these bids. Ms. Conklin stated the scope of work can be determined in the Spring and begin the repairs on August 1st. Mr. Kljun stated by May this Board should have a complete list of the scope of work for the contractor. Ms. Conklin stated April 15<sup>th</sup> is a good date. Ms. Conklin stated we definitely want Canton Township involved again. Mr. Gamache stated he feels Canton's process was perfect. Ms. Conklin stated we can have Mr. Zilincik go out and walk the roads in April and May. Ms. Conklin stated cost for Canton was good and will not go out for bid with anyone else.

#### **IV. Other Business**

##### **A. Update on Pending Litigation**

Mr. Gamache inquired if Ms. Conklin discusses with attorney how to change the language in the Reciprocal Roadway Easement Agreement do you have any time frame. Ms. Conklin stated she will have them at the next meeting.

The next PRRMA meeting will be held on Thursday January 10, 2008 at 5:30 p.m.

#### **VII. Adjournment**

Motion by Gitre, supported by Casari to adjourn at 7:38 p.m. Motion carried unanimously.