

establishing that no salary/compensation be paid to any person appointed as a member to the Altoona Water Authority from and after February 11, 2015 and approving the Agreement between the City of Altoona and William Neugebauer and hereby appointing him to the Altoona Water Authority to fill the position previously filled by Tony Ruggery and further authorizing the Mayor to execute the agreement and the City Clerk to attest to same.

ROLL CALL

	Yeas	Nays
Butterbaugh	✓	
Cacciotti	✓	
Cagle	✓	
Haire	✓	
Kelley	✓	
Neugebauer	✓	
Mayor Pacifico	✓	
Total ...	7	0

FEB 11 2015

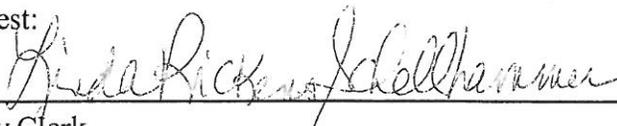
Adopted _____



 Mayor

FEB 11 2015

Date signed by the Mayor: _____

Attest:


 City Clerk

FEB 12 2015

Recorded in the City Clerk's Office: _____

**ALTOONA CITY OFFICIAL
APPOINTMENT AGREEMENT
TO THE BOARD OF THE ALTOONA WATER AUTHORITY**

This Appointment Agreement (this "Agreement") is made this 11 day of February, 2015, by and between the CITY OF ALTOONA, Pennsylvania (the "City"), by its City Council (the "Council"), and the undersigned, currently serving as Councilman of the City (the "Official").

RECITALS

WHEREAS, pursuant to the City of Altoona Administrative Code (the "Administrative Code"), and by law, the Council is vested with the power to appoint members to the Board of the Altoona Water Authority (the "Authority");

WHEREAS, the Council desires to appoint the Official to serve as a member of the Board of the Authority but only during his/her term as such Official of the City, described above;

WHEREAS, the Official agrees to accept Council's appointment commencing and ending under the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the parties agree as follows:

AGREEMENT

1. Council shall appoint the Official to serve as a member of the Board of the Authority, effective upon the date of his appointment thereto by Council, and under the terms and conditions set forth in this Agreement.

2. The Official's term as a member of the Authority Board shall expire upon the occurrence of the earliest of any of the following:

- a. Expiration of the five-year term applicable to the such membership on the Authority Board;
- b. Removal for cause from the Authority Board, pursuant to the Administrative Code, any applicable home rule charter, or otherwise by law;
- c. Disqualification or resignation of the Official from the Authority Board; or
- d. The conclusion or termination of the Official's term as said officer of the City, for whatever reason or cause.

3. Following the event described in paragraph 2d above, and unless otherwise approved in writing by the Council: (1) the Official shall be deemed to have resigned, and such term on the Authority Board deemed expired, without further action in his or her part, and (2) the Official agrees to pay the City, as liquidated damages, the sum of \$500 for each meeting that the Official attends and participates as a member of the Authority Board.

4. The Official agrees to not accept compensation of any kind arising from or relating to membership on the Authority Board including but not limited to a salary as a member or officer of the Authority Board, free or discounted utility or other services, use of Authority assets, dining or entertainment paid by a vendor or professional hired by the Authority, or other direct or indirect remuneration; provided, however, that the Official may be reimbursed for the actual out-of-pocket expenses for seminar fees, mileage, lodging or meals when traveling on business of the Authority beyond 50 miles of the City of Altoona.

5. The Official expressly agrees that the Council shall be entitled to seek relief in the Court of Common Pleas of Blair County, Pennsylvania (the "Court"), for any breach or threatened breach of this Agreement. Nothing contained herein shall prevent or delay the Council from seeking in such Court monetary damages, mandamus, specific performance, or other appropriate remedies in the event of any breach or intended breach by the Official of any of the obligations or conditions hereunder.

6. If any provision or provisions of this Agreement should be held to be invalid or unenforceable by the Court or other court of competent jurisdiction, such provision or provisions shall nevertheless be effective and enforceable to the extent deemed reasonable thereby, and the remainder of this Agreement shall continue in full force and effect.

7. This Agreement represents the entire agreement between the Council and the Official with respect to the subject matter hereof and may be amended only by a writing signed by the Council and the Official.

IN WITNESS WHEREOF, the parties, each intending to be legally bound, have executed this Agreement as of this date, month, and year as first above written.

ATTEST:

**CITY OF ALTOONA,
Blair County, Pennsylvania**


Linda Rickens Schellhammer, City Clerk

By: 
Matthew Pacifico, Mayor

WITNESS:

OFFICIAL



