

Minutes
North Lebanon Township Municipal Authority
March 12, 2020

The meeting of the North Lebanon Township Municipal Authority was held on Thursday, March 12, 2020 at the North Lebanon Township Municipal Building, 725 Kimmerlings Road, Lebanon, PA with the following Board members present:

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| Gary Heisey | Chair |
| Tod Dissinger | Treasurer |
| Brian Hartman | Secretary |
| Rodney Lilley | Assistant Secretary/Assistant Treasurer |
| Scott Rights | Engineer, Steckbeck Engineering |
| Amy Leonard, Esq. | Henry and Beaver, LLP |
| Cheri Grumbine | Township Manager |
| Ed Brensinger | Roadmaster/Supervisor |
| Absent: | Lori Books |
| | Dawn Hawkins |

Molly Lum, Sewer Billing Clerk, was also in attendance.

The meeting was called to order by Chair Heisey and the pledge to the flag was recited.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

Chair Heisey asked for a motion to approve the February minutes.

Rodney pointed out on the first page two corrections that should be made. Within the Lantern Drive sewer extension, the first sentence should state "Municipal Authority" and the third sentence should state "Authority Board".

MOTION: Motion was made and seconded to approve the February minutes with noted changes. Motion approved.

Chair Heisey asked for a motion to approve the invoices and requisitions for payment all subject to audit.

MOTION: Motion was made and seconded to approve the invoices and requisitions for payment all subject to audit. Motion approved.

At this time, Chairman Heisey passed the gavel to Tod Dissinger and abstained from the following discussion. A signed Conflict of Interest Abstention Memorandum was provided to Brian Hartman, Secretary.

The Wastewater crew found another broken lateral while routinely checking for I & I. Cheri presented the video of the leaking lateral on the TV screen for the Authority Board Members. The videoed lateral was located at 310 Ebenezer Road and owned by Gary Heisey. Once the issue was brought to Gary's attention last month, he immediately contacted Paul Martin to come out and fix the lateral. Tommy, Tony, and Ed all went out to the property the following Monday to witness the repair.

Ed brought the busted "Y" insert to the meeting to show everyone. He informed the board members that although the initial thought was that it would be the responsibility of the property owner, after seeing what caused the leak, he admitted this should be the responsibility of the Municipal Authority. The insert that is placed in the main line is either the shape of a "T" or a "Y". This insert is all one piece and is inspected by the current Wastewater staff. Seeing that the insert was what cracked, it is hard to justify the property owner being held responsible. The Authority Board Members can see that the arm of the "Y" is what broke off. Ed explained it looks as though the arm was connected separately using epoxy.

The original installation is typically done by whoever was contracted for the work. They cut the main line, insert the "T" or "Y", and cover it back up. A different crew comes back to find the inserted piece, dig it up, and run the lateral back to the property. Ed thinks that at the point of relocating the insert and digging it back up, they broke the "Y" and did a quick spot repair using the epoxy and then back filled it. He believes shortly after the quick repair is when it snapped back off. Ed noticed on an inspection report from 2011 that the leak and I & I issue was discovered back then and was never repaired.

Again, as far as Ed is concerned, this repair is the Municipal Authority's responsibility. The inserted piece is part of the main line and that is where the leak began. When Gary's dad would've first hooked on, the connection was 40 feet away from the actual leak.

All paperwork and records stated that it was a 10-inch pipe, so the wastewater crew gathered materials for that specific size. Once everything was dug up, they realized that it is actually a 12-inch line. Fortunately, the Municipal Authority had the materials for the larger size in stock. Ed informed the Board Members that the 12-inch pipe was laying directly on the shale with no bedding underneath it.

The bill from Paul Martin for the repair came out to \$8,853.00. This includes restoring the grass and blacktop that was dug up. This work has not been completed yet but will be done.

Seeking clarification, Tod asked Ed that if a home wants to connect to the main line, a "T" is inserted for each property. Ed answered yes, either a "T" or "Y" will be placed in the line. Tod then asked if the small portion or "nub" that juts out of the inserted piece connecting the main line is the Municipal Authority's responsibility and then anything connecting to that portion would be on the property owner. Ed responded that this isn't something written in black or white. Scott chimed in stating that it has always been the Municipal Authority's stance to say that anything but the main line would be the property owner's responsibility even though the pipe put in the roadway connecting the main to the property's lateral is installed by the Municipal Authority.

Scott mentioned that in other municipalities with whom Steckbeck Engineering works, their Authority will take ownership of anything from their main line to the curb. A lot of that stems from the fact that the initial piece was installed and inspected by that specific Authority, and to repair an issue, they would rather handle it themselves than allow anyone to dig up the streets to fix it.

Tod stated that it would not be right to hold a property owner accountable for work in which they had no responsibility. If the Municipal Authority installs and inspects the line outside of the main up until the curb, then they should hold that responsibility.

Ed explained that typically when a new development goes in, using Mapledale as an example, they cap the laterals installed behind the curb line, air test the whole system or whichever sections are done, mandrill test the lines, air test them again, and then vacuum test all the manholes. This is to prevent any initial leaks. When a new property is purchased and will then connect into the previously installed and tested lateral, the contractor will only test it from the new connection to the house. The Municipal Authority witnesses this connection to be sure that the lines are airtight.

Ed agreed that to be fair in future situations, the Municipal Authority should be responsible for anything between the main and the curb line, and the homeowner takes responsibility from the curb line to the house.

Brian questioned that if the Municipal Authority takes full responsibility and ownership of the main line to the curb, how can they charge a connection fee/a charge for the saddle? He can understand the tapping fee, but if the line is ours then how do you charge someone for a saddle on our line?

Ed explained that the only time a saddle is needed is if a "T" or "Y" was never installed. Not every new connection requires a saddle. Scott informed the members that if there was a vacant lot known and parceled near a sewer main, then a lateral was installed knowing that a house could be built. The only time this may occur is if someone subdivides and creates a new lot.

Amy recommended the Municipal Authority pick one position or another. If they would go about setting different procedures for different areas and developments, it will be difficult for whoever sits in these chairs 15 years down the road to keep track and know why things are the way they are. It is much simpler to have it one way or the other.

Brian stated he is fine with whatever policy the Municipal Authority agrees on as long as one is instituted. There are multiple areas in the Township where more breaks and repairs are prone to happen, and he would like the Municipal Authority to be prepared.

The Authority Board directed Amy to look into the current policy that is in place in regard to the responsibility of sewer lines. The topic will be tabled until Dawn is able to attend and be informed of the situation and give her input.

It was the determination of the Authority Board that the area of the break at 310 Ebenezer

Road was part of their main.

MOTION: Motion was made and seconded that the leak at 310 Ebenezer Road was due to a fault within the inserted "Y" which is part of the Municipal Authority's main line. The Municipal Authority will pay the bill for the repair to Paul Martin in the amount of \$8,853.00. Motion approved.

Tod has now passed the gavel back to Chairman Heisey.

SOLICITOR'S REPORT – Amy Leonard

Lantern Drive Sewer Extension – There are no new updates. The plans are up for approval at the Board of Supervisors meeting on Monday.

Mandatory Connection Agreement – As a result of the Mapledale development, there are two properties that will come within the mandatory sewer connection provisions of the Township. Amy and Lori had reviewed the sewer connection agreement the Authority Board entered into with residents on Miller Street in 2011. They would like the input of the current Authority Board members with how they would like to proceed. The Miller Street agreement as well as a drafted agreement for these two properties were provided to each member.

The full sewer connection costs come to a total of \$8,390.00. This includes Capacity, Sewer Tapping, Special Purpose Tapping Fee, Saddle, and Inspection Fees. In addition to sewer, they would be required to tap into the public water which would cost \$3,900.00 plus any fees from the City of Lebanon Authority. The Authority Board does have a Reimbursement Agreement with Gerald Musser for the water tapping fee only. He would be entitled to 95% of the water tapping fee (currently \$3,900.00) for the two properties outside of his development.

The Miller Street agreement from 2011 required residents to pay the Capacity Fee of \$2,290.00 in full as that fee comes from the City of Lebanon Authority. They paid a discounted Sewer Tapping Fee of \$2,000.00 instead of \$3,100.00. They also paid the Inspection Fee of \$150.00. There was no public water in the area, so they did not have the Water Tapping Fee in their agreement. Those residents were given 3 years to pay the fees.

Amy informed the Authority Board that she would not recommend discounting the Water Tapping Fee for the two properties hooking into the line Gerald Musser is installing because of the Reimbursement Agreement.

Another item to consider would be the Special Purpose Tapping Fee. Lori has included it in her draft as these properties would flow into the North 8th Avenue pump station but, so would've the Miller Street residents and they were never charged for it. Whether this was intentional or an oversight, they were given a huge break on the sewer side. They also did not pay the saddle costs.

The submitted plans for Mapledale do show Gerald Musser will be installing the laterals for the two lots within the mandatory connection distance.

The questions on the table needing to be discussed would be when should the Authority Board notify the residents that they must connect, when should the agreement be signed and come into effect, and how long do they have to pay those fees.

Brian suggested they be given a letter of notice as soon as possible laying out the time frame. They should be informed that this fee is coming even before the agreement is given to them and signed. This way they will have as much time as possible to budget the cost and come to a meeting if they have any questions.

One of the properties is for sale right now. The mandatory connection should be something disclosed to any potential buyer, so they aren't caught off guard after just purchasing a home.

The Authority Board is inclined to give discounted rates to the two homeowners being mandated to connect to public water and sewer. They are also inclined to increase the time frame to 5 years due to the fact that they need to connect to both. If need be, the homeowners can attend a meeting to request more time further down the road.

Amy confirmed with the Authority Board Members that they are still okay with the payment options used for the Miller Street Agreement. One being that the resident pay everything up front at the time the sewer permit is issued, another being that they can make periodic or yearly payments, and lastly that they could wait the entire length of 5 years to save money and make a payment.

If the resident would not complete their end of the agreement and avoid connecting to water, sewer, and paying the fees, the Municipal Authority could make the connection for the property owner. Amy would then file a lien for the unpaid cost of labor/connection to the Municipal Authority. This can all be specified in the agreement.

Scott mentioned a way to possibly alleviate the financial burden for these residents simply because a developer is coming through. The Mandatory Connection Ordinance states that if you fall within 150 feet of public water or sewer, you must connect. This ordinance was put in place so that when the Authority put in sewer lines and accrued debt, they would be guaranteed customers who then paid tapping fees and the quarterly customer charge. In the case of a developer coming through and paying to install the water and sewer lines, the Municipal Authority is not accruing debt. It would take some legal reworking, but the ordinance could be changed to state that if a developer extends the water and sewer lines, connection is optional.

Brian's stated his biggest concern with everything the Authority Board does would be that they stay consistent in all decisions. If they mandated the Miller Street residents connect to public sewer, he would not be in favor of taking a different approach with these two residents. Amy agrees with being consistent and would not make this decision unless the ordinance officially be changed so that it is in writing and not just an exception on a case by case basis. It is not unusual to change or update an ordinance.

If the Authority Board would change their ordinance, they would then have two options to present to the property owner. One being that they connect to the water and sewer lines

now and receive the discounted fees and payment plan, or the other being that they wait and do it on their own terms but would then be subject to paying all fees in full.

Gary suggested that the Authority Board give the property owner a year to decide whether they would take the deal or not, since the agreement would not begin until the lines are dedicated to the Municipal Authority.

Amy will draft an amendment of a new ordinance for the meeting next month. The discussion can continue, and Dawn can give her input as well.

Delinquent Sewer Accounts – Update – Amy is out of options with #6 and #7 and is recommending that they move forward with listing the properties for Sheriff Sale. Amy will need a motion as the Municipal Authority will be putting up the money for the \$2,000.00 deposit for each property.

MOTION: Motion was made and seconded to list #6 and #7 for Sheriff Sale and the Municipal Authority will pay the deposit of \$2,000.00 for each property. Motion approved.

ENGINEERS’ REPORT – Scott Rights

Crossings Phase 3 – Comments were sent January 9th, 2019. Scott has nothing new to report.

Cedar Crest Circle – Steckbeck is awaiting resubmission.

Chapter 94 Report – Scott sent the Chapter 94 Report to Ed for review. He would like an action to approve the report contingent upon Ed’s comments.

MOTION: Motion was made and seconded to approve the Chapter 94 Report contingent upon Ed’s comments. Motion approved.

ASSISTANT TOWNSHIP MANAGER REPORT – presented by Cheri Grumbine

Lebanon Valley Cold Storage – Lori provided a spreadsheet for the Authority Board Members to display the amounts allowed for surcharge and how much LVCS has been over those limits. Lori created an invoice for the surcharge fees that they will receive monthly if they don’t get their numbers under control. The ordinance gave a range from \$25.00-\$300.00 that could be charged. Due to the ongoing and constant issues, Lori billed them the maximum amount. They then made contact asking if the invoice could be reduced somehow. Lori agreed to reduce the invoice if they turned in the signed Capacity Agreement. The agreement as well as the first capacity payment came in the next day. The agreement states that they must purchase one EDU per month for the next seven months. They have purchased one EDU and have six remaining.

MOTION: Motion was made and seconded to approve the Additional Sewer Capacity Agreement held between the Municipal Authority and Lebanon Valley Cold Storage. Motion approved.

The invoice for the excessive surcharge was already paid. To bring their numbers down, they will need to stay on top of the monthly cleanings for their grease trap.

Mandatory Connection Agreement – Discussed in Solicitor’s Report.

WASTEWATER DEPARTMENT REPORT – Ed Brensinger

February Activity Report – The Authority Board members were provided with a copy of Tommy’s report.

There were 39 PA One Calls. Two were emergency calls after work hours.

Tony had 4 grease trap inspections.

There were two new lateral connections to the sewer system.

The new push camera was delivered and is in use! It has already been taken out on multiple days and found a few issues that have already been corrected.

On rainy days, Tommy and Tony are going through old inspection reports to see if there were any properties where I & I was found. They will then head back out and video the lines for an updated report.

The Wastewater crew is also continuing to check manholes throughout the Township.

The Rockwood generator was ordered. The estimated delivery date for installation is April 6th or 7th.

The drain relief pipe that was installed down in Rockwood is running half full of water. If ever the flush truck would need to get water, they can draw it out from the ground water.

Additional Comments and Questions

Cheri would like to bring to the Authority Board’s attention how great it was that in 2019 they had pulled some CD’s out as the bank agreed to the rate of 2.95% which is good until January 2022.

With no more business for the good of the Authority, the meeting was adjourned at 8:30 p.m.

Respectfully Submitted,

Molly Lum
Recording Secretary