

BENNER TOWNSHIP WATER AUTHORITY

REGULAR MEETING

March 17, 2015

ATTENDANCE:

AUTHORITY MEMBERS PRESENT: Tom Eby
Steve Lanich
Jerry May

OTHER ATTENDEES: Warren Miller – SBWJA
Kelly Gill – SBWJA
Jean Ryan – Hazen & Sawyer

CALL TO ORDER:

The March 17, 2015, Regular Meeting of the Benner Township Water Authority was called to order at 6:34 P.M. by Tom Eby, Chairman.

APPROVAL OF MEETING MINUTES:

The Minutes of the January 20, 2015 regular meeting were presented for review. **Mr. Lanich moved, seconded by Mr. May to approve the Minutes of the January 20, 2015 Regular Meeting as presented. 3 ayes, 0 nays, 2 absent. The motion carried.**

TREASURER'S REPORT:

Mr. Lanich reviewed the Treasurer's Report as presented. Mr. Eby asked the Board if there were any questions regarding the Paid Checks or Bills by Vendor submitted for approval. **Mr. Eby moved, seconded by Mr. May to approve the Treasurer's Report as presented, the Paid Checks in the amount of \$3,704.41 and Bills by Vendor in the amount of \$2,556.32. 3 ayes, 0 nays, 2 absent. The motion carried.**

SBWJA REPORT:

Doug Smith Reimbursement – Dick Campbell has provided a reimbursement agreement for the water line extension completed by Doug Smith several years ago. Mrs. Smith provided receipts for the expenses associated with the extension and the agreement indicates she, as Power of Attorney for Mr. Smith, will be entitled to \$127.17 for each customer in Crestview connecting to this line from this date forward. The agreement has a ten year life span and can be renewed if the Authority chooses to.

PA DEP Sanitary Survey Results – The PA DEP sanitary survey completed in January 2015 identified a few deficiencies, but not any violations. The deficiencies include the lack of the following items: a locked sanitary seal on the well head; a secondary containment for our chemical tanks; and O&M and Emergency Response manuals. Mr. Miller will be ordering the sanitary well caps and will look into secondary containment of the chemicals.

As discussed during the previous meeting, Mr. Miller visited each of the well houses to determine if the Authority is in compliance with controlling a 100' radius around the wellhead. The Hampton and Grove Park wells are within the limit; however, the Opequon well doesn't meet the requirement. The land surrounding the Opequon well is owned by the homeowner's association, so we will need to contact them regarding the well head protection.

Benner Elementary School Water Leak – Mr. Miller indicated the Benner Elementary School recently had a water leak that has since been repaired. The water pumping in February increased and the maintenance staff was prepared to begin the search for a leak at approximately 10 GPM. Upon obtaining the quarterly meter readings on March 2, 2015 we were able to determine the leak was within the Benner Elementary School's system.

The school has a meter pit so all lost water was metered. We were able to assist the school with locating the leak, which was under a concrete pad. Mr. Miller stated the break was on the original well line, a portion of which, that was used when they connected to the new line in 2007. The school district intends on replacing this old line during this summer when school is not in session. Mrs. Gill informed the Board that the school typically uses about 87,000 gallons per quarter; however, with this quarterly billing they used 329,000 gallons.

SOLICITOR'S REPORT: Mr. Campbell was absent from the meeting.

ENGINEER'S REPORT: Ms. Ryan had nothing to report.

GUESTS: There were no Guests present.

CORRESPONDENCE: There was no Correspondence presented for discussion.

OLD BUSINESS:

Smith Reimbursement Agreement – The Board discussed the Smith Reimbursement Agreement earlier in the meeting. **Mr. Eby moved, seconded by Mr. May to approve the Smith Reimbursement Agreement as presented and made a part of these official Meeting Minutes.** 3 ayes, 0 nays, 2 absent. **The motion carried.**

NEW BUSINESS:

Baker Tilly Audit Engagement Letter – Mrs. Gill presented the Board with an Audit Engagement letter provided by Baker Tilly which must be executed so the 2014 audit can be completed. **Mr. Lanich moved, seconded by Mr. May to approve the Baker Tilly Audit Engagement letter as presented.** 3 ayes, 0 nays, 2 absent. **The motion carried.** Mr. Eby asked about the timeline for completion of the audit. Mrs. Gill indicated the auditors are scheduled for the last week of March; therefore, the audit will likely be ready for approval at the May 2015 meeting.

ACTION ITEMS:

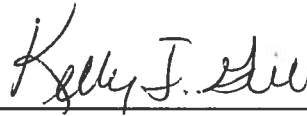
- Warren Miller to contact Dick Campbell and Opequon Homeowner's Association about well head protection
- Warren Miller to order sanitary well caps

Next regular scheduled meeting is April 21st at 6:30 p.m.

ADJOURNMENT:

Mr. Lanich moved, seconded by Mr. May to adjourn the meeting at 7:02 p.m. 3 ayes, 0 nays, 2 absent. The motion carried.

Respectfully submitted,



Kelly J. Gill, Recording Secretary

CC: Benner Township 05/20/15

REIMBURSEMENT AGREEMENT

17th THIS AGREEMENT (hereinafter, "Agreement") is made and entered into on this day of March, 2015 (hereinafter, "Effective Date"), between the Benner Township Water Authority, which has its principal place of business located at 170 Irish Hollow Road, Bellefonte, Pennsylvania, 16823, and Donna L. Smith, who has a residential address of 251 Reichenbaugh Lane, Bellefonte, PA 16823. For the purposes of this Agreement, the Benner Township Water Authority will be referred to as "Authority," and Donna L. Smith will be referred to as "Developer." Authority and Developer will be collectively referred to as "Parties."

BACKGROUND

- A. The Authority is a duly organized water authority that is operating under the laws of the Commonwealth of Pennsylvania, which include, but are not necessarily limited to, the Municipality Authorities Act, 53 Pa. C.S. §§ 5601-5623.
- B. The Authority owns certain water mains, pipes, and facilities that are located in and around Benner Township, Centre County, Pennsylvania.
- C. The Developer proposes to extend an Authority-owned water main for the purpose of extending the Authority's service area and thereby making water utility service available to real property other than the Developer's property, with said properties being hereafter referred to as the "Benefitted Properties."
- D. The Authority intends to collect charges from the owners of Benefitted Properties once those properties are connected to Authority's water main.
- E. Because the Developer intends to provide work allowing the Benefitted Properties to connect to the Authority's water main, and because the Authority will thereafter receive charges from the Benefitted Properties for water service, the Authority intends to reimburse the Developer for his expenses relating to those connections.
- F. The Authority is authorized to enter into a reimbursement agreement with the Developer, pursuant to the Municipality Authorities Act.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, with the intent to be bound, the Parties hereby agree as follows:

COVENANTS

1. *Reimbursement of Costs.* The Authority shall reimburse the Developer in the amount of \$127.17 for each connection made, due to the Developer's activities relating to the Authority's water mains, by the owners of the Benefitted Properties. The Authority shall provide such payments to the Developer within sixty days following receipt thereof from such owners' payments, as set forth in paragraph two.

2. *Charges.* The Authority shall require the owners of the Benefitted Properties to pay a reimbursement charge in the amount of \$127.17, as set forth above. The reimbursement charge shall be payable in total at the time of such owners' connection to the Authority's water main. In addition to that charge, the Authority shall be entitled to charge additional costs relating to the Authority's legal, engineering, administrative, or handling costs for such owners' connection. The charges referenced herein shall be in addition to all other Authority charges in effect at that time relating to connecting to the Authority's mains or otherwise receiving service from the Authority.

3. *Benefitted Properties.* The lot owners who are subject to this Agreement are identified on Exhibit A, which is attached hereto.

4. *Assignment.* This Agreement shall bind the Parties, in addition to the Parties' heirs, successors, and assigns.

5. *Entire Agreement.* This instrument contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modification of this Agreement shall be in writing and signed by both Parties.

6. *Agreement Supersedes Others.* This Agreement shall supersede any and all other such agreements relating to the subject matter hereof.

7. *Termination of Agreement.* This Agreement shall terminate ten years following the Effective Date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Right-of-Way Agreement on the date previously indicated.

**BENNER TOWNSHIP WATER
AUTHORITY:**

Attest:

J. Spair TREASURER

Thomas M. Ely PRESIDENT

By: _____

- AND -

Donna L. Smith:

Donna L. Smith

By: _____

