

The Regular Monthly Meeting of the Blair Township Water and Sewer Authority
377 Cedarcrest Drive
Duncansville, PA 16635

Wednesday, March 2, 2022

The Regular Monthly Meeting of the Blair Township Water and Sewer Authority, held on Wednesday, March 2, 2022, at 7:08 p.m., was called to order by Chairman Ted Ventre. The Meeting was delayed due to the lack of a quorum.

In attendance were two Authority members as follows: Ted Ventre and Edward Silvetti. (Brendan Peterson and Mary Bolt were absent. Robin Cadwallader arrived late to the meeting as noted below.)

Also in attendance were Tim M^cGaw, Manager; Katie M^cGaw, Administrative Assistant; Matt Gieg, Solicitor; Dave Cunningham, Engineer.

VISITORS: Tracey Snowberger Paul Amigh
Brad Germaux

Robin Cadwallader entered the meeting at 7:40 p.m. via conference call. Matt Gieg stated that 3/5 of the Board present constituted a quorum.

Motion was made to approve the Minutes of the Regular Monthly Meeting of February 2, 2022. MOTION: Cadwallader SECOND: Ventre VOTE: 3 Yes.

Motion was made to approve the Payroll & Bills for February 2022. MOTION: Ventre SECOND: Silvetti VOTE: 3 Yes.

Matt Gieg presented Resolution 2022-4. Motion was made to approve Resolution 2022-4 that revises the BTWSA Rules and Regulations relating to Grinder Pumps. MOTION: Silvetti SECOND: Cadwallader VOTE: 3 Yes.

Matt Gieg presented Resolution 2022-5. Motion was made to approve Resolution 2022-5 that adopts and approves a Form Agreement to be entered into between property owners and BTWSA concerning Grinder Pump Repair and/or Replacement. MOTION: Silvetti SECOND: Cadwallader VOTE: 3 Yes. It was suggested that there should be future discussion on the possibility of BTWSA offering some type of Warranty and what the Payment Plan options will be.

Dave Cunningham stated things are moving forward in the Reservoir Road Wastewater Extension Project Area. Income Surveys were sent to the residents and, thus far, the responses have been good.

Dave said that Keller Engineers submitted the Chapter 94 Reports to Hollidaysburg, Freedom Township, and Duncansville. Dave also stated that Keller Engineers will submit the Chapter 110 Report by the end of March.

Dave said that review of Plans for the Longshadow Subdivision in Brooks Mills are on hold until they submit the required \$5,000.00 in Review Fees to BTWSA.

There was a Preliminary Meeting regarding the Jeff Long Subdivision along Newry Lane. Mr. Long must obtain 14 Highway Occupancy Permits before he can proceed any further.

Dave Cunningham announced that Grant money has become available from the Commonwealth Financing Authority (CFA) for small water and sewer capital improvement projects through Local Share Account (LSA) Grants. They are accepting requests for projects of up to 1 million dollars, with no matching funds required. Since BTWSA has been considering a sewer line replacement project, Dave feels BTWSA should apply. The Application fee is only \$100.00 dollars. Motion was made to authorize Keller Engineers to submit application to the Commonwealth Financing Authority for Local Share Account Grant money. MOTION: Cadwallader SECOND: Silvetti VOTE: 3 Yes.

Dave stated the LSA Grant Application requires a Resolution to be included. Motion was made to adopt Resolution 2022-6 authorizing Ted Ventre, Chairman, and Robin Cadwallader, Vice-Chairperson, to execute all documents between BTWSA and the CFA to facilitate obtaining the requested grant. It further states Ed Silvetti, Secretary, certifies the Resolution will be recorded in the March 2, 2022 Minutes. MOTION: Silvetti SECOND: Cadwallader VOTE: 3 Yes.

On Monday, January 10, 2022, the BTWSA Maintenance staff responded to a Call Out for a Grinder Pump that wasn't working at 248 Snowberger Lane, a rental property owned by Tracey Snowberger. It was determined the Grinder Pump unit needed replaced. Tim McGaw, Manager, called Tracey Snowberger, to make her aware of the problem and to tell her BTWSA would be billing the Owner, not the Renter. The Owner was billed \$3,230.47 on 1/11/2022. Since no payment was made within the 30-Day Payment schedule, a new bill was prepared by Gieg Law Offices and hand-delivered to 256 Log Cabin Lane, Hollidaysburg (the Owner's residence) on 2/28/2022. In this bill, two additional options for payment were offered to Ms. Snowberger. Tracey Snowberger, who was in attendance at tonight's meeting, stated she was not paying any of the options. She stated that when she called about the Repaired Pump, Dave Delattre (of Nicktown Fabricators) told her the impeller was missing on her original pump. If this was the case, where did the impeller go? Could it be possible it was still in the Grinder Pit and might get sucked into the new pump, ruining it? And Tracey also pointed out that since her dad had purchased the original pump, why did BTWSA take it, instead of leaving it at her property? After discussion, Motion was made for BTWSA to absorb the cost of the new pump that was installed at 248 Snowberger Lane on 1/10/2022 and for Tracey Snowberger to only be responsible to pay the Labor portion of her original bill, in the amount of \$112.50. Further, the BTWSA Maintenance Men will go to 248 Snowberger Lane at a time coordinated with Ms. Snowberger, to look inside the Grinder Pit Well for any debris and remove it, at no additional cost to the Owner. In exchange, Tracey Snowberger will sign a Grinder Pump Repair Service Agreement for BTWSA to keep on file for any future service calls. MOTION: Silvetti SECOND: Ventre VOTE: 2 Yes. 1 No. (Robin Cadwallader).

Tim McGaw reported that there was a Water Main Break near Scott Electric on Sunday, Feb 27. He got a call at 2 AM from Jim Hoover (Hollidaysburg Water) who had been informed of the break by a police officer. The break was on a 2-inch main and took 5 hours to repair. Tim estimates we lost approximately 500,000 gallons of water.

Tim is getting estimates to resurface our parking lot. He feels if we upgrade our lot now, it will be good for a long time.

Katie McGaw reported that she received a dividend refund check from EMC Insurance for \$2,014.02. We are in a well-performing Safety Group with other municipalities that have had a low number of claims.

Ted announced the next Regular Monthly Meeting will be held on April 6, 2022, at 7 p.m.

Motion was made (at 8:46 p.m.) to adjourn the Meeting. MOTION: Cadwallader SECOND: Silvetti VOTE: 3 Yes.



Signed as Secretary/Treasurer,

A handwritten signature in blue ink, which appears to read "Edward M. Silvetti".

Edward M. Silvetti

160105

RESOLUTION NO. 2022 - 4

**RESOLUTION OF THE BLAIR TOWNSHIP WATER AND SEWER AUTHORITY TO
AMEND THE RULES AND REGULATIONS RELATING TO GRINDER PUMPS,
ADOPTING AMENDED RULES AND REGULATIONS PERTAINING TO THE SAME
AND REPEALING OTHER PROVISIONS OF THE RULES AND REGULATIONS**

Be it hereby resolved and enacted by the Blair Township Water and Sewer Authority of Blair Township, Blair County, Pennsylvania, that the rules and regulations of the Blair Township Water and Sewer Authority are hereby amended as follows:

Section 7.11 (Current) – Any grinder pump purchased by the Developer or user on their own shall be the sole responsibility of the Developer and then the user. The user shall at all times maintain, repair or replace any grinder pump that they purchase and use. The foregoing section is hereby repealed in its entirety and shall be replaced with and amended by the following: Section 7.11 shall hereafter read, contain and including the following – All grinder pumps shall be the sole responsibility of the Owner. The Owner shall at all times maintain, repair or replace any grinder pump serving their building.

Section 17.01 (Current) – Any grinder pump, not installed by the Authority, shall be owned, maintained and repaired by the property owner. The Blair Township Water and Sewer Authority shall have absolutely no responsibility towards such. The foregoing section is hereby repealed in its entirety and shall be replaced with and amended by the following: Section 17.01 shall hereafter read, contain and including the following – Any

grinder pump shall be owned, maintained and repaired by the property owner. The Blair Township Water and Sewer Authority shall have absolutely no responsibility towards such.

Section 17.02 (Current) – Before any grinder pump is placed on a property for use, it must be approved by the Blair Township Water and Sewer Authority Engineer as to its size and as to its abilities to handle the sewage. The foregoing section is hereby repealed in its entirety and shall be stricken entirely.

Section 17.03 (Current) – With regard to the type of grinder pump, piping and appurtenances that may be used, specification Sections 02734 and 11308 of the Rules and Regulations details the requirements. The foregoing section is hereby repealed in its entirety and shall be replaced with and amended by the following: Section 17.02 shall hereafter read, contain and including the following – All grinder pumps, piping and appurtenances must meet the minimum specifications of Sections 02734 and 11308 of the Rules and Regulations. It shall be the responsibility of the Owner to determine if these minimum specifications will meet the specific conditions proposed or if larger components must be installed.

Section 17.04 (Current) – Failure to abide by these Rules & Regulations may result in Wastewater not being connected to the BTWSA Wastewater System from the particular property involved and if the Authority incurs any costs in connection with the proceedings, whether they be attorney's fees, engineering fees, repair parts and labor, or other costs the same shall be borne by the particular owner or developer violating the provisions herein. The foregoing section is hereby renumbered to Section 17.03.

Section 17.05 (Current) – The following items found in any Grinder Pump wet well maintained by BTWSA will be in violation of the Rules and Regulations: glass, metal, rags, cloths, disposable cleaning cloths, Q-tips, wipes, diapers, socks, plastics, paper towels, sanitary napkins or tampons. These items are not biodegradable. If these items are found in the Grinder Pump wet well, it will be considered neglect on the Owner's part and will be in violation of Rules and Regulations and the Owner will be responsible for the labor and the repair parts to put the Grinder Pump back into service. The foregoing section is hereby repealed in its entirety and shall be replaced with and amended by the following: Section 17.04 shall hereafter read, contain and including the following – The following items found in any Grinder Pump wet well will be in violation of the Rules and Regulations: glass, metal, rags, cloths, disposable wipes, Q-tips, diapers, socks, plastics, paper towels, sanitary napkins or tampons. These items are not biodegradable. Costs incurred by the Authority as a result of the disposal of these items will be the responsibility of the Owner.

This Resolution was duly adopted this 2 day of March, 2022.

ATTEST:

BLAIR TOWNSHIP WATER AND
SEWER AUTHORITY



Edward Silvetti

Edward Silvetti, Secretary

Ted L. Ventre

Ted Ventre, Chairman

RESOLUTION NO. 2022 - 5

**RESOLUTION OF THE BLAIR TOWNSHIP WATER AND SEWER AUTHORITY
ADOPTING AND APPROVING A FORM AGREEMENT TO BE ENTERED INTO BY
AND BETWEEN PROPERTY OWNERS AND BLAIR TOWNSHIP WATER AND
SEWER AUTHORITY CONCERNING GRINDER PUMP REPAIR AND/OR
REPLACEMENT**

Be it hereby resolved and enacted by the Blair Township Water and Sewer Authority of Blair Township, Blair County, Pennsylvania, that the attached Agreement is hereby adopted by the Blair Township Water and Sewer Authority as a template agreement to be executed by and between property owners/customers of the Blair Township Water and Sewer Authority and the Blair Township Water and Sewer Authority for purposes of repair and/or replacement of privately owned grinder pumps.

This Resolution was duly adopted this 2 day of March, 2022.



ATTEST:

Edward Silveti

Edward Silveti, Secretary

BLAIR TOWNSHIP WATER AND SEWER AUTHORITY

Ted L. Ventre

Ted Ventre, Chairman

Agreement

This Agreement is entered into on the _____ day of _____ 202____, by and between _____, the record owners of property known and numbered as _____ (“Owner”) and Blair Township Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its registered office located at 377 Cedarcrest Drive, Duncansville, PA 16635 (“Authority”).

Owner and Authority, intending to be legally bound by the terms and provisions of this Agreement, and for good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, agree as follows:

1. As part of the means by which public sanitary sewer service is provided by Authority to Owner at the above referenced property, a grinder pump, which is solely owned by Owner and is Owner’s sole responsibility to maintain, is essential to provide public sanitary sewer service to Owner’s property.
2. At the time the parties are entering into this written agreement, certain repairs, replacement of parts, or other functional problems exist with respect to Owner’s grinder pump serving Owner’s property which require repair and/or replacement of certain components of the grinder pump and/or the grinder pump itself.
3. By entering into this Agreement, Owner desires to have any and all issues in need of repair or replacement performed by authorized personnel/employees of Authority.
4. Owner acknowledges and agrees that Owner may hire a professional and qualified business or individual to perform the work hereunder but has chosen

willingly and voluntarily to hire Authority to perform all necessary work hereunder.

5. Authority agrees to and shall perform any and all necessary repairs and/or replacements of components of the grinder pump or the grinder pump itself, and Authority agrees to secure all necessary parts or the entirety of the grinder pump itself, if necessary, in order to properly repair or replace the grinder pump or components thereof such that the same is functioning properly.
6. Authority shall perform all work under this Agreement in a professional and workman like manner.
7. With regard to the cost of replacement parts for the grinder pump or a new grinder pump, Authority agrees to and shall bill Owner at cost for all such materials with no markup charged to Owner.
8. Owner acknowledges and agrees that, if purchasing a new grinder pump from the inventory of the Authority, the Authority cannot make or issue any warranties for or on behalf of the manufacturer. If owner purchases a new pump from the inventory of the Authority, the Authority will specifically indicate to Owner any and all details of any manufacturers warranty, including whether any such warranty remains in place at the time of purchase or whether any such warranties have expired. Owner acknowledges that when purchasing a new grinder pump, Owner purchases the same as-is from the Authority.
9. Authority will supply qualified and authorized personnel/employees of Authority, and the number of employees and/or personnel of Authority required to repair or replace Owner's grinder pump shall be within the sole and exclusive discretion of Authority.

10. Owner will be charged, and agrees to pay, for all materials necessary and for labor costs of Authority personnel/employees performing work hereunder. Said labor rates are attached hereto, made a part hereof, and marked Exhibit A.
11. Upon completion of all work, including material costs and labor, Owner shall make payment, in full, to Authority in the amount invoiced within 30 days of the date of completion of said repair and/or replacement work, or owner can apply for a payment plan which must be submitted to and approved by the Authority.
12. In the event Owner fails to pay for all costs and materials associated with Authority's repair and/or replacement of the grinder pump or components thereof consistent with the amount presented to Owner by Authority in a written invoice which Authority will deliver to Owner upon completion of the work required hereunder, Owner acknowledges and consents to Authority filing and entering a municipal lien against Owner's property identified in paragraph 1 of this Agreement in the Court of Common Pleas of Blair County PA for the delinquent amount due and owing following the expiration of 30 days from the date of completion and presentment of Authority's invoice for materials and labor costs incurred. If a municipal lien is required to be filed and entered of record in the Court of Common Pleas of Blair County PA, Owner shall be subject to all applicable costs, attorney's fees, and filing fees pursuant to the rules and regulations of Authority relating to the same, as well as the filing fees which are set and established by the court. All such fees and costs shall be included in the amount of any such lien entered as provided for herein.
13. By signing below, the parties to this Agreement acknowledge that this Agreement is legally binding, and each party reserves the right to pursue any appropriate action at law or in equity in the event of a breach of this Agreement. As to Authority, the rights to pursue an appropriate action at law or in equity are in addition to Authority's right to lien the subject property of Owner as set forth

in paragraph 3 of this Agreement. In the event of a breach of any term or provision of this Agreement, the nonbreaching party shall be entitled to recover from the breaching party all costs of suit, filing fees as applicable, and reasonable attorney's fees incurred.

- 14. By signing below, Owner and Authority stipulate that they each understand and have read this Agreement in its entirety.

WHEREFORE, the parties have executed this Agreement as of the day, month and year first above written.

Witness:

Owner

Blair Township Water & Sewer Authority

By: Tim McGaw, Manager

RESOLUTION 2022 - 6

Be it RESOLVED, that the Blair Township Water and Sewer Authority of Blair County hereby request a Statewide Local Share Assessment grant of \$1,000,000 from the Commonwealth Financing Authority to be used for the Water and Sewer Replacement.

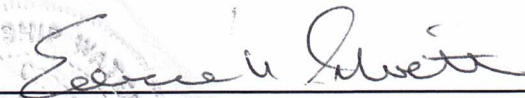
Be it FURTHER RESOLVED, that the Applicant does hereby designate Ted Ventre, Chairman and Robin Cadwallader, Vice Chairman as the official(s) to execute all documents and agreements between the Blair Township Water and Sewer Authority and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Ed Silveti, duly qualified Secretary of the Blair Township Water and Sewer Authority, Blair County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Blair Township Water and Sewer Authority at a regular meeting held March 2, 2022 and said Resolution has been recorded in the Minutes of the Blair Township Water and Sewer Authority and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Blair Township Water and Sewer Authority, this 2nd day of March, 2022.

Blair Township Water and Sewer Authority
Name of Applicant

Blair
County


Secretary