

NORTH HUNTINGDON TOWNSHIP MUNICIPAL AUTHORITY
REGULAR MEETING, September 3, 2008
NORTH HUNTINGDON TOWNHOUSE 7:00 P.M. Minutes taped by Authority.

ROLL CALL:

Andrew Blenko	- Present	Kate Petrosky, Manager	- Present
Kelly Wolfe	- Present	William J. McCabe, Solicitor	- Present
Edward Shields	- Present	Chuck Gilbert, System Superintendent	- Present
Drew Polczynski	- Present	Dave Coldren, KLH Engineers	- Present
Herman Sieber	- Present		

The Regular Meeting of the North Huntingdon Township Municipal Authority was called to order at 7:04 P.M. Mrs. Petrosky called the roll. A quorum was present.

CITIZEN'S INPUT

Mr. Robert Stickle, 10591 Deerfield Drive

Mr. Stickle described the problems he ran into while trying to repair his lateral line, and asked for reimbursement. Mr. Stickle said he was originally told there were roots in the line, a crack and an impasse. His first plumber left, and he had to hire another plumber. Chuck reviewed the report, and did not require him to dig up his concrete porch, and permitted him to install a vent beyond the porch. However, when the line was removed, they found no roots. Mr. Stickle's contractor also didn't see any cracks. Mr. Stickle said he had not received a copy of the inspection report, and was very confused about what needed to be done. After the line was replaced, Mr. Stickle made arrangements to meet with Chuck and view the video. Mr. Stickle also had questions about his responsibility to replace any portion of his lateral that was in the public easement. Although Mr. Stickle placed the PA One Call, and most of the utilities were marked, the Township's storm drain was not marked, and it was broken during the process, as was the water line. Mr. Stickle asked if he could be reimbursed for his costs. Mr. Stickle was also upset that he had had to pay for sewage while the home was unoccupied.

Mr. Shields apologized for the problems that Mr. Stickle encountered. Mr. Shields said he had reviewed the tape, and the root issue was not the basis for the replacement. There was a decent-sized crack, and an obstruction that the camera couldn't penetrate. To clarify the easement issue, the property owner owns the line right to the sewer line. Mr. Polczynski added that he is NASSCO certified, as is Chuck, and he agreed with Mr. Shield's assessment that roots were not the problem. Mr. Shields went on to explain that the issue of vacant homes had been discussed earlier in the evening, and the Board has decided to take another look at this matter. As far as restitution,

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Mr. Shields said the Board can't justify restitution because the final judgment was correct. Mr. Shields went on to state that the Authority would revise its procedures to make sure that property owners had a clear understanding of their responsibility and received a copy of the report showing the details of their inspection.

Mr. Richard Territt

Mr. Territt purchased property at 14530 Route 30 in January, 2007 from Don Glenn. Prior to Mr. Territt's purchase, the building was occupied by Roth, Moore & Associates, and Pennsylvania Soil and Rock. The Authority conducted a dye test on the property in December, and the inspection report indicated that dye was seen at the Stewartsville Pump Station. Mr. Territt moved into the property in March, 2008 and began experiencing problems with the plumbing, such as water coming up into the sinks. While moving roof drains to another area of the property, his contractor uncovered a manhole that was 22 feet deep, which seemed out-of-place relative to where Mr. Territt thought he was tapped. He called Chuck, who sent a crew to investigate.

Mitch Maholitch, the contractor, told the Board that he also found the old septic tank still in place. He said it had never been removed or filled in. Mr. Territt said he believes that the building was never properly connected into the sewer system. Mr. Territt said he spent \$13,000 to fix the problem, which he would not have had to do if he had known about it prior to the sale. Mr. Territt said that Mr. Glenn was not aware of the problem, because he bought the building after-the-fact.

Mr. Shields said all of the information presented, including the photographs, would have to be evaluated before the Board could make a decision. Mr. Shields noted that the Authority's photographs show pieces of pipe that were excavated, leading them to believe that the building had been connected into the system at some point. In the recent past, a significant amount of fill was placed over the line, which may have caused shifting or settling, and resulted in the connection being broken. The manhole in question was originally only 6 feet deep. However, vast amounts of fill were placed over the line by property owners, resulting in litigation.

Mr. Gilbert said he and/or his crew noted that there was a piece of terracotta in front, so that it was connected to something at one time. There was a piece of terracotta actually in the Fernco that was uncovered. There was also a piece of plastic leading into the manhole. Mr. Gilbert went on to state that in 1980, it was not a requirement that a septic tank be removed or filled. Mr. Polczynski asked if there was any gravel present, or any evidence of a leach bed? Mr. Maholitch said there was no stone.

Mr. Shields said that there are indications of a tap coming out of the manhole, plus indications of something from the building down to the septic tank. Mr. Polczynski wondered if the dye had perked through the fill because it was so loose, and traveled to the main line down to the pump station.

Mr. Gilbert said that Don Glenn filled in the rear of the property, as did an adjacent property owner. The line was originally 6 feet deep. Don placed all of the fill, then raised up the manhole. After the final inspection by the Authority when the manhole was raised, apparently they put in more dirt, because that's how it ended up with another two feet of fill on top. If the building hadn't been tapped in, where did the flow go? There wasn't a leach bed – that means that someone at one time had to dig all the way up to the tank and remove the stone and remove the terracotta that went into it. Nobody would put in a septic tank without putting a pipe coming out of it and stone. When the line was first installed, the excessive fill wasn't present. That water would have cropped up if it didn't have anywhere to go. Where did it go? It didn't come to the top of the ground, or we would have had a complaint from the people at the bar or the people down below about sewage running down there. Chuck believes, with no doubt, that it was tied in; however, the septic tank was not eliminated.

Mr. Shields thanked Mr. Territ for coming, and said the Board would take all of the information under consideration.

ENGINEER'S REPORT

Mr. Coldren reported on the Niagara Drive Sewer Project. Mr. Petrakis has completed the main line installation and he's hooking up the individual service laterals. On the Yough Concrete and Handrail Repair project, Rhino's subcontractor, Multimetals, has installed the new clarifier walkway and there are still some miscellaneous toe plates to be installed. On the Roof Replacement project, the original air conditioning unit has been removed from the control building. The new AC unit is being installed and the final roof is being replaced. Mongiovi has completed nine private lateral replacements on the CDBG Lateral Replacement Project. Everything is going well, and the Authority is providing daily inspection.

Mr. Coldren presented an engineering proposal to prepare plans and specs for the replacement of the sludge heat exchanger at the Yough Plant. The existing unit was installed in 1968, and Chuck is hoping to get one more winter out of it. The heat exchanger actually heats the sludge which goes into the two anaerobic digesters and that makes the entire process work. It's a critical component for the digestion process.

MANAGER'S REPORT

MOTION: Mrs. Wolfe Motion to approve the following
SECOND: Mr. Blenko expenditures: Capital Reserve Fund #092
in the amount of \$218,031.47, Accounts
Payable for Administration and
System in the amount of \$416,563.02
and Payroll in the amount of
\$95,442.09.

VOTE: 5 Yes, 0 No Motion carried.

Mrs. Petrosky asked for authorization to increase the fee for non-sufficient fund checks, those checks that are returned, to \$27.00. Right now the Authority is charging \$20.00. Kate met with the new S&T Bank representatives last week and found that in addition to other fees, there is also going to be a \$7.00 NSF charge. That would start November 1.

MOTION: Mr. Sieber Motion to increase the NSF charge
SECOND: Mr. Shields from \$20.00 to \$27.00 effective November 1, 2008.

VOTE: 5 Yes, 0 No Motion carried.

OLD BUSINESS

Mrs. Petrosky discussed a new request from Mr. & Mrs. Albert Terza, who have been before the Board on prior occasions. The issue stems back to the Diane Merle lateral repair. The last time Mr. and Mrs. Terza came before the Board, the Board agreed to a partial reimbursement for their costs, but in exchange wanted them to sign a release. That release was drafted and sent to them, but they did not return it. That was the status quo for many months.

Mr. Terza called Mrs. Petrosky about a month ago, and then Mrs. Terza came in and dropped off a letter nearly a month ago. In the letter they are again asking for reimbursement for certain expenses. They ask how the Authority came up with the partial amount that was offered to them because it was not the total they requested. The Authority deducted expenses that were related to the damage caused by their contractor. That's how the amount was determined. Mrs. Terza also questioned the language in the waiver. Their feeling was that the way it was worded, if there was a problem with that main line, they would be responsible for the repair. They thought that's what the release said.

The bottom line is that they are again requesting that the Board reimburse them for probably \$1,545.33 plus an additional \$100.00 towards a sidewalk. They thought Chuck was going to give them an Omni Stone sidewalk when actually he was telling them he would pay for some concrete slabs for their sidewalk.

Mr. Shields asked if that's what they had in the first place? Mrs. Petrosky they had concrete, not Omni stone. Mr. Polczynski said they had an actual finished concrete sidewalk, didn't they? It wasn't just pavers. Mr. Gilbert said correct, they had a finished sidewalk. The Authority's contractor didn't rip it up, their contractor did. They said they were putting down pavers, and Chuck thought they meant just square concrete pavers.

The Terzas are asking for an additional \$100 on top of the \$1,545.33, and not be required to sign the release. Mrs. Petrosky asked if the Board was interested in taking any action.

Mr. Shields said as far as the release is concerned, when the Authority does repairs on somebody else's property, it doesn't ask for a release. Mrs. Petrosky agreed, but went on to state that the only reason the Authority did this time was because the Terzas had come back time and time again, and Bush Landscaping made many trips to restore their property. The Board was just concerned about when is this going to stop, is it ever going to stop? That's why the release was brought up.

Mr. Shields said when he read Mrs. Terza's letter, the only thing that hit home with him was requesting to sign this release when he reconsidered it. He doesn't think the Board has been unrealistic as far as what they've already proposed. What we're concerned about is even if we said that we're sticking to the amount that we agreed to refund her, but she doesn't have to sign a release, it will just be constant badgering. Even if she signed a release, I don't know if that would change.

Mrs. Petrosky said there's no way to predict that the requests will stop. Mrs. Petrosky doesn't think they will. Mr. Gilbert agreed.

Mr. Shields asked if the Authority had been fair with their offer. Mr. Gilbert said Mrs. Petrosky figured it all out when she offered them half. Chuck believes that the Authority has gone over and aboveboard because most of the damage was done by their contractor. The Authority didn't actually go in there and dig in their yard. Their contractor dug underneath their step. The Authority's landscaper filled all that in and the Authority didn't charge them for it. Bush landscaped their whole yard when they had their lateral put in, and went back several times on touchups.

Mr. Shields suggested giving them a final response, stating this is our final position and describe our opinion of the situation like you just did it in a couple paragraphs and say she can take our final offer. They do not have to sign the waiver but this is the final position. At least the Authority's position will be in writing. Mr. Shields asked if the Board would entertain that as a way to go?

MOTION: Mr. Shields Motion to approve \$714 in restitution for the repairs
SECOND: Mr. Sieber they had to make to their lawn.
VOTE: 5 Yes, 0 No Motion carried.

NEW BUSINESS

There were no items of New Business.

ANNOUNCEMENTS

There were no Announcements.

ADJOURNMENT

MOTION: Motion to adjourn.
SECOND:
VOTE: 5 Yes, 0 No Motion carried.

/sjm