CONEWAGO TOWNSHIP MUNICIPAL AUTHORITY

541 OXFORD AVENUE
HANOVER, PA 17331

Meeting Minutes

March 14, 2022

The Conewago Township Municipal Authority met on March 14, 2022, for their Reorganization and Regular Meeting at the Township Office.

Chairman Christopher Stroup brought the meeting to order at 5:30 p.m. with the Pledge to the Flag and a moment of silence.

The following were in attendance:

Christopher Stroup, Chair	Andrew Lawrence, Vice-Chair	Robert Miller	Kevin Fox, P.E.
Thomas Klunk	Holly Zepp	Solicitor Joseph Erb	

Due to the COVID-19 situation, Lynn Toft participated via speaker telephone.

Christine and Wayne Little of 1510 Honda Road were in the audience.

All attendees were provided with a copy of the Reorganization Meeting agenda. On Friday, March 11, 2022; the agenda was placed on the Conewago Township website and the bulletin board in the township lobby.

Agenda

- Andrew Lawrence so moved to approve the Reorganization Agenda as submitted. Robert Miller made the second. **Approved: Vote 5-0**

Reorganization

- Chairman Stroup requested the Solicitor, Joseph Erb, preside over the meeting to begin the reorganization. Solicitor Erb asked the board to entertain a motion for Chair. Andrew Lawrence made a **motion** to nominate Christopher Stroup as Chair. Thomas Klunk made the second. There were no other nominations for Chairman. There was no discussion. The board voted unanimously for Christopher Stroup as Chair.

- Solicitor Erb turned the meeting over to Chair Christopher Stroup who asked for nominations for Vice Chair. Chair Stroup nominated Thomas Klunk, who declined the nomination. Robert Miller made a **motion** to nominate Andrew Lawrence as Vice Chairman. Thomas Klunk made the second. There were no other nominations for Vice Chair. There was no discussion. The board voted unanimously for Andrew Lawrence as Vice Chair.

- Chair Stroup requested nominations for Secretary/Treasurer. Lynn Toft nominated Thomas Klunk, who declined the nomination. Vice Chair Lawrence nominated Robert Miller as Secretary/Treasurer. Thomas Klunk made the second. There were no other nominations for Secretary/Treasurer. There was no discussion. The board voted unanimously for Robert Miller as Secretary/Treasurer.

- Robert Miller made a **motion** to adopt June 13, 2022; September 12, 2022; and December 12, 2022; beginning at 5:30 p.m., as their regularly scheduled meetings. Thomas Klunk made the second. The board voted unanimously for the meeting dates as advertised.

- The Board acknowledged the following: Holly Zepp appointed as Municipal Authority Controller at established 2022 rate; Gannett Fleming as the Engineer; and Barley Snyder as the Solicitor.

The Reorganization Meeting closed at 5:35 p.m.

Chair Stroup called the Regular Meeting to order at 5:35 p.m.

All attendees were provided with a copy of the Regular Meeting Agenda. On Friday, March 11, 2022; the agenda was placed on the Conewago Township website and the bulletin board located in the township lobby.

- Andrew Lawrence **so moved** to approve the agenda as submitted Thomas Klunk made the second. **Approved: Vote 5-0**

1. Minutes

- Vice Chair Lawrence **so moved** to approve the minutes of the Regular Meeting held December 13, 2021, as submitted. Lynn Toft made the second. **Approved: Vote 5-0**

2. Communications

LIHWAP Low Income Household Water Assistance Program which is federally funded COVID relief fund through the state. A representative requested the Authority's participation in the program via email. The funds are for those who are in the process of getting water shut off due to non-payment.

Vice Chair Lawrence **so moved** to approve the Authority's participation in the LIHWAP program. Robert Miller made the second. **Approved: Vote 5-0**

Solicitor Erb advised the informational sheet, which was included in the meeting packets, be part of the official minutes.

3. Public Comment

- Wayne Little asked the Board for a refund of the sewer arrears and lien costs he paid for 5607 Hanover Road. Mr. Little explained to the Board that he thought he purchased the entire property including the house at tax sale. Mr. Little stated he spoke with Daryl Crum of the Adams County tax services department and was informed he bought a small tract next to the property beside the house at 5607 Hanover Road. Mr. Little said he gave the tract back to the county.

  Discussion ensued between the Board, Mr. Little and the Solicitor. It was determined that the Authority is not in a position to refund. Mr. Little was informed he needs to find out what is actually going on with the property. He was advised to seek legal guidance and when he gets a refund from the county for the taxes, he should come back to the Authority.

4. Controller's Report

- **Treasurer's Report**
  Andrew Lawrence made a **motion** to approve the Treasurer's Report, as submitted for December 2021, January and February 2022; Lynn Toft made the second. **Approved: Vote 5-0**

- **QuickBooks Audit Trail Reports**
  Vice Chair Lawrence **so moved** to approve the QuickBooks Audit Trail Report for December 2021, January and February 2022. Lynn Toft made the second. **Approved: Vote 5-0**

- **2022 Authority Budget Amendment**
  Vice Chair Lawrence **so moved** to add the Manager's Expenses of $21,262.00 to the 2022 Budget. Thomas Klunk made the second. **Approved: Vote 5-0**

- **Authorized Signers on Bank and Credit Union Accounts**
  Vice Chair Lawrence **so moved** to authorize the Chair, Christopher Stroup; the Secretary Treasurer, Robert Miller and the Township Manager, David Arndt; as signers on the bank and credit union accounts. Lynn Toft made the second. **Approved: Vote 5-0**

- **Resolution 2022-A Disposition of Records**
  Vice Chair Lawrence **so moved** to approve Resolution 2022-A Disposition of Records. Robert Miller made the second. **Approved: Vote 5-0**

- **Resolution 2022-B Commendation for Francis "Skip" Tananis**
  Vice Chair Lawrence **so moved** to approve Resolution 2022-B Commendation for Francis "Skip" Tananis. Lynn Toft made the second. **Approved: Vote 5-0**

5. **Past due sewer bills and requests for waivers**
   - **Past Due Sewer Accounts**
     Holly was directed to forward the information to the Solicitor, to begin the process of placing a municipal lien to the property owner of account 1997-0.

   - **Requests for Adjustments**
     694160-1 Bixler, 113 Linden Avenue
     Due to it being a first time waiver, Robert Miller made a **motion** to grant a $50.00 waiver for account 694160-1. Vice Chair Lawrence made the second. **Approved: Vote 5-0**

     710490-1 Keating, 34 Skyview Circle
     Due to it being a first time waiver, Thomas Klunk made a **motion** to grant the $50.00 waiver for account 710490-1. Robert Miller made the second. **Approved: Vote 5-0**

     710552-2 Gibson, 39 Skyview Circle
     Due to it being a first time waiver, Lynn Toft made a **motion** to grant the $50.00 waiver for account 710552-2. Robert Miller made the second. **Approved: Vote 5-0**

     731850-0 D. Noel, 232 South Street
     Due to waiving the $50 penalty in March 2021, Thomas Klunk made a **motion** to deny the $50.00 waiver for account 731850-0 Vice Chair Lawrence made the second. **Denied: Vote 5-0**

     822661-0 Woolston, 152 St. Michaels Way
     Due to it being a first time waiver, Thomas Klunk made a **motion** to grant the $50.00 waiver for account 822661-0. Robert Miller made the second. **Approved: Vote 5-0**

     Ratify late fee waiver:

     712170-0 M. Fitzgerald for J. Smith Estate, 103 Maple Drive
     Owner passed in October 2021; there was confusion with accounts. Mrs. Smith was never late. The original bill was returned by the post office. Due to the circumstances, Holly waived the late fees.

     Thomas Klunk made a **motion** to ratify the waiver of the late fees to account 712170-0. Robert Miller made the second. **Approved: Vote 5-0**

     Vice Chair Lawrence requested the Authority members be notified by email when a waiver is given. Chair Stroup added that all board members should receive any emails.

   - **Municipal Lien Activity**
     Holly indicated that the arrears and lien costs for 40 Sandy Court had been paid. She said once the check clears, the information will be given to the solicitor to release the lien.

6. **Report from Gannett Fleming Engineer, Kevin Fox, PE**
   - **Quarterly Report**
     Kevin Fox reviewed the quarterly Engineers Report with the members.

   - **Sewer Rehab 2022 Project Bid**
     Thomas Klunk made **a motion** to award the bid of $118,587.00, for the Sewer Rehabilitation project for sewer sheds 4 and 6, to Allegheny Utility Solutions, LLC. Vice Chair Lawrence made the second. **Approved: Vote 5-0**

   - **Allwood Manor-Excess Infiltration Inspections**
     Robert Miller made a **motion** to send reminders in April to the residents of Allwood Manor who did not respond to the first request letter. Thomas Klunk made the second. **Approved: Vote 5-0**

   - **2021 Engineer's Annual Report**
     Lynn Toft made a **motion** to acknowledge the Gannett Fleming 2021 Engineer's Annual Report. Thomas Klunk made the second. **Approved: Vote 5-0**

   - **2021 Chapter 94 Report**
     Lynn Toft made a **motion** to acknowledge the 2021 Chapter 94 Report as prepared by Gannett Fleming 2021. Vice Chair Lawrence made the second. **Approved: Vote 5-0**

   - **Response to Robert Miller regarding Sanitary Sewer Rates/Projections**
     Engineer Kevin Fox shared a report with the Authority Members.

7. **Report from Solicitor Joseph Erb**-nothing to report

8. **New Business**
   - 2021 Statement of Financial Interest Forms were distributed to the members in their packets.

9. **Old Business**
   - Response to Robert Miller: included in Engineer Report

10. **Announcements/Comments**
    - Board of Supervisors Meeting: March 21, 2022 at 6:30 p.m.
    - Zoning Hearing Board: April 6, 2022 at 6:00 p.m.
    - Planning Commission: April 7, 2022 at 6:00 p.m.
    - Municipal Authority: June 13, 2022 at 5:30 p.m.

At 7:18 p.m., Vice Chair Lawrence made a **motion** to adjourn; Lynn Toft made the second.
Approved: Vote 5-0

Respectfully Submitted,

Holly Zepp
Municipal Authority Controller

Holly Zepp

From: PW, LIHWAP Vendors <RA-LIHWAPVendors@pa.gov>
Sent: Tuesday, February 15, 2022 11:40 AM
To: PW, LIHWAP Vendors
Subject: Low-Income Household Water Assistance Program (LIHWAP)
Attachments: LIHWAP Cover Letter.pdf; HSWA 100 LIHWAP VA user-friendly.pdf

Importance: High

Good morning -

Some of your customers have applied for help from the water assistance program. They can only receive help if your company becomes a participating LIHWAP vendor. Please review the information below.

- **If you are not interested in participating with this federally funded program or if you need to present this information to your board, please reply to this email and let us know.**

- If you plan to become a vendor, we ask that you complete/submit the vendor agreement and proof of you federal EIN on IRS letterhead ASAP. thank you!

This email is sent on behalf of the Department of Human Services, LIHWAP Vendor Unit, with the intent to recruit residential water services providers to participate with the LIHWAP program. The Commonwealth of Pennsylvania, a grantee for the federally funded Low Income Household Water Assistance Program (LIHWAP) is seeking participating vendors. LIHWAP is a new water assistance program that began in Pennsylvania on **January 4, 2022** to help low-income residential customers who have an arrearage with their community drinking water or wastewater services company due to financial hardships caused by COVID 19.

Department of Human Services, County Assistance Offices (CAOs) across the state will review LIHWAP applications submitted by residents of Pennsylvania starting January 4th and will authorize LIHWAP grants for eligible households directly to participating water services providers on behalf of their customers. The amount of the LIHWAP grant **will be based on the amount of the customer's arrearage with the residential water services provider, up to $2,500 per drinking water and up to $2,500 per waste water services per household.**

Households whose water vendor doesn't submit a LIHWAP vendor agreement to participate with this program will not be eligible for help with LIHWAP funds. Therefore we would greatly appreciate your consideration to become a participating LIHWAP vendor to help your low-income customers who may have an arrearage with their water bill.

The attached letter and LIHWAP Vendor Agreement provide additional information about this new water program. If your company is interested in participating, please complete and submit the signature page by email to RA-LIHWAPvendors@pa.gov, fax or by US Mail along with proof of your federal Employer identification Number (EIN) on IRS letterhead.

Please forward this email to others in your company who need to become aware about this program. Thank you!

The LIHWAP Vendor Unit
PO Box 2675 (HUB)
Harrisburg, PA 17105
Email: RA-LIHWAPvendors@pa.gov
Helpline: 1-877-537-9517 FAX: 717-231-5516

Low Income Household Water Assistance Program (LIHWAP)
Vendor Agreement

The Low Income Household Water Assistance Program (LIHWAP) begins in Pennsylvania on January 4, 2022. LIHWAP is part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services. This agreement is entered into by and between the Pennsylvania Department of Human Services (DHS), hereinafter referred to as AGENCY, and the supplier of home water and/or wastewater noted on page 3 of this agreement, hereinafter referred to as VENDOR.

PURPOSE

Public Law No: 116-260, signed on December 27, 2020, included funding and instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households. This program is intended to benefit particularly those with the lowest incomes that pay a high proportion of household income for drinking water and wastewater services by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of the eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the VENDOR must agree so that the AGENCY can make assistance payments to the VENDOR on behalf of eligible households. VENDOR must comply with all relevant state and federal laws and regulation in its implementation of LIHWAP.

AGENCY RESPONSIBILITIES

The AGENCY shall:

1. Accept and review client applications and determine eligibility for payments.
2. Contact VENDORs for information about customer accounts and to evaluate if the customer has a past due balance and if so, to provide the amount.
3. Send payments to VENDORs on behalf of the eligible households via Commonwealth of Pennsylvania Treasury checks or via direct deposit (if preferred by the VENDOR).
4. Send corresponding lists of customers who receive a LIHWAP grant to the VENDOR.
5. Notify customer and VENDOR of the customer's eligibility and total benefit amount.
6. Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the AGENCY.
7. Incorporate policies that assure the confidentiality of household usage, balance, and payments.

VENDOR RESPONSIBILITIES

The VENDOR shall:

1. Provide DHS with proof of Employer Identification Number (EIN) on Internal Revenue Service (IRS) letterhead to establish a LIHWAP VENDOR ID, and notify DHS immediately if the VENDOR EIN changes.
2. Upon request of an AGENCY representative, provide customer's account history and account balance for the sole purpose of determining a LIHWAP benefit.
3. Restore service within 48 hours of notification that the household has been approved for a LIHWAP benefit. This period shall be extended to 72 hours if digging is required to restore service or shortened to 24 hours if there is a life-threatening emergency.
4. Immediately apply the LIHWAP payment to a customer's past due bill, deposit, reconnect requirements, or arrearages to eliminate or reduce the amount owed by the customer.
5. Retain water service for at least 90 days from acceptance of payment.
6. Notify the customer of the amount of the LIHWAP payment and how it was applied on the next customer billing.
7. Encourage and provide assistance to customers who receive LIHWAP, helping them enroll in payment agreements or other programs they may be eligible for, when necessary to maintain service.
8. Keep customer records confidential.
9. Retain record of payments to customer accounts for four (4) years from the date of this agreement.

10. Make records available for review by authorized representatives of the AGENCY and the U.S. Department of Human Services.
11. Not discriminate against customers who receive LIHWAP assistance, either in the cost of the goods supplied or the services provided, and not treat adversely because of receiving or applying for a LIHWAP benefit. VENDOR must charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households.
12. Comply with the provisions of the state law regarding disconnects and pertinent provisions of the Pennsylvania Public Utility Commission related to moratorium, if governed by the ruling.
13. Bill the eligible household the difference between the actual amount due and the amount of the payment made by the LIHWAP grant using the normal billing method or process.
14. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
15. Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

GENERAL CONDITIONS

1. **AUTHORITIES:** Nothing herein shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein.
2. **DISCRIMINATION:** The VENDOR shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.
3. **FRAUD:** The VENDOR will be permanently disqualified from participating in LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to intentionally providing false information to the AGENCY or knowingly allowing others to do so; intentional failure to notify the AGENCY of a change in circumstances that affects payments received by the VENDOR; intentionally accepting payments that the VENDOR knows, or by reasonable diligence would know, the VENDOR is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for payment to which the VENDOR is not entitled pursuant to the terms of this agreement and all applicable rules, regulations, laws, and statutes. Repayment must be made unless contrary to a court order.
4. **BINDING ON HEIRS AND ASSIGNS:** This agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this agreement.
5. **DUE AUTHORIZATION:** The persons executing this agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this agreement.
6. **SEVERABILITY:** If any provision of this agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this agreement, which shall be given effect without regard to the invalid provision or application.

OTHER PROVISIONS

Term of Agreement
This agreement is effective from the date of execution, defined as providing a signed LIHWAP Vendor Agreement and a valid EIN, until December 31, 2023.

Termination
This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not eliminate the obligations incurred during the term of the agreement. If LIHWAP funding is expended, the AGENCY has the right to terminate this agreement immediately.

Assignment of Agreement
Neither party may assign the agreement or any of the rights, benefits, and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.