

*"If we wish to predict the future, then we must create it"*  
**DICKINSON TOWNSHIP MUNICIPAL BUILDING**  
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**DICKINSON TOWNSHIP MUNICIPAL AUTHORITY**

January 24, 2017

**CALL TO ORDER:**

Chairman Loomis called the meeting to order at 5:04 pm.

**ROLL CALL:**

The following Board members were in attendance: Al Loomis, Bill Baker, Dennis Straub and Gerald Eby. Tom Smith was absent.

**OTHERS PRESENT:**

Township Manager Larry Barrick and Glace Engineers representative Bob Reisinger.

**APPROVAL OF AGENDA:**

On motion by Mr. Eby and Second by Mr. Straub the Board voted unanimously to accept the proposed meeting agenda.

**APPROVAL OF MINUTES:**

The Minutes from the meeting of November 22, 2016 were approved by unanimous vote after motion from Mr. Eby and second from Mr. Straub.

**PUBLIC INPUT:**

None

**CHAIRMAN'S REPORT:**

Chairman Loomis reported for the record that, as authorized by motion at the November, 2016 meeting, he did, on behalf of the Authority and after the recommendation of Solicitor Smith, execute a Joinder Agreement with Trade Center 44 and Harvest B. Kuhn (HBK). The purpose of the Joinder Agreement is to make HBK an additional party to the original Development Agreement between Trade Center 44 and the Authority.

Chairman Loomis also presented a list of six goals that he would like to see the Authority accomplish during 2017. They are:

- 1) Establish a single comprehensive rate resolution that can be reviewed and updated annually.
- 2) Formally adopt a written agreement with the Township defining operational responsibilities to be performed on behalf of the Authority and further define the

Authority's obligation to reimburse the Township for the services it provides on behalf of the Authority.

- 3) Review and, if necessary, update the Authority's current Rules and Regulations.
- 4) Conduct a review of all residential structures served by the Authority in order to determine compliance with proper connecting standards and to bring into compliance any structures that don't comply with the Rules and Regulations.
- 5) Develop and formally adopt Technical Specifications covering the construction of water and sewer line and appurtenances.
- 6) Review the adequacy of our water and sewer rates and other fees.

#### **TREASURER'S REPORT:**

The Board reviewed the Balance sheet, Profit and Loss Detail Report and the Bill List. On motion by Mr. Eby and second by Mr. Straub The Board voted unanimously to Accept

The Balance sheet and the Profit and Loss detail reports.

On Motion by Mr. Eby and second by Mr. Baker the Board voted unanimously to Ratify and approve bills represented by Ck #'s 611 thru 623, as well as Ck #'s 628 thru 631. (#'s 624 thru 627 were approved at the November, 2016 meeting.)

#### **SOLICITOR'S REPORT:**

None

#### **ENGINEER'S REPORT:**

Bob Reisinger reported that Lead and Copper testing were missed in 2016, Larry Barrick reported that a Notice of Violation (NOV) from Pennsylvania Department of Environmental Protection (PADEP) resulted from our failure to perform these tests. On motion by Mr. Baker and second by Mr. Straub, the Board voted unanimously to appoint Mr. Loomis and Mr. Baker to meet with Larry Barrick and Bob Reisinger at the Township on Thursday Morning (26 January) to address the response to the NOV.

Chairman Loomis also noted that the Authority has received neither a Bill for Monthly Coliform and Chlorine testing nor a report of these testing results. As a result, Larry Barrick agreed to contact Mike Kern, the system operator and inquire as to the status of monthly testing and more definition of Mike's responsibilities. Chairman Loomis suggested that a meeting with Mike Kern would be helpful and Larry Barrick agreed to arrange it.

Bob Reisinger stated that the Annual Water Supply Report will be completed and submitted to PADEP before it is due in March, 2017. He further stated that the Consumer Confidence Report will be completed and submitted to PADEP prior to the due date of July 1, 2017.

Mr. Baker moved to have the Board instruct Mr. Reisinger to provide a detailed map of the Dickinson Township Municipal Authority's (DTMA) distribution System including the newest part of the system which serves one of the Amazon warehouse's. The motion was seconded by Mr. Straub and passed unanimously. Mr. Reisinger assured the Board that the map would be sufficiently detailed as to allow the Board and it's agents to service any and all parts of the system.

**NEW BUSINESS:**

- 1) Adoption of DTMA Resolution 2017-01, 2017 rates, charges and fees.  
After discussion, Mr. Straub moved to accept the proposed resolution presented by Chairman Loomis. After second by Mr. Baker the motion passed unanimously. A copy of the proposed Resolution is attached and made a permanent part of these minutes.
- 2) Chairman Loomis presented a proposed Services agreement outlining services provided by the Township on behalf of the Authority. The proposed agreement also provides for fees for said services including the use of equipment and vehicles. After discussion, Mr. Straub moved to forward the proposed agreement to Solicitor Smith for review. A copy of the proposed agreement is attached and made a permanent part of these minutes.
- 3) Review and discussion of the Authority's Rules and Regulations was postponed in order to allow the Board members to study them in more depth.

**OLD BUSINESS:**

Chairman Loomis presented a revised 2017 budget which was updated with information not available at the time the original budget was proposed. Mr. Baker moved to approve the revised budget and it was unanimously accepted by the Board after second by Mr. Straub.

**ADJOURNMENT:**

The meeting was adjourned at 6:20 PM after motion by Mr. Baker and second by Mr. Straub.

Respectfully submitted,

  
\_\_\_\_\_

William C. Baker, Vice Secretary

January 24, 2017

Rate Resolution 1 – 2017

Rates, Charges and Fees Set By the Dickinson Township Municipal Authority,  
Cumberland County, Pennsylvania

Whereas, the Dickinson Township Municipal Authority (Authority), has acquired, owns and operates certain water system distributions facilities within portions of Dickinson Township (DTWS), and

Whereas, the Authority has entered into various intermunicipal interconnect agreements with South Middleton Township and the South Middleton Municipal Authority for the purchase of water, and to a lesser extend sewer services, and

Whereas, the Authority has contracted with various customers for the provision of public water services and to a lesser extend sewer service, and

Whereas, the Authority incurs various costs for administration, management and operation of the DTWS in order to provide water and sewer services to its customers,

Now, Therefore, the Authority hereby adopts, confirms and approves certain rates, charges and fees to cover the costs and expenses incurred in the administration, management and operation of the DTWS.

1. Water User Rates:

**Residential Customer Class** rates shall be as follows:

\$42.00 for the first 12,000 gallons of water used in a quarter, this shall be the minimum charge for water even if actual usage is less than 12,000 gallons in the quarter.

Thereafter, Residential Customers shall pay \$3.50 for each additional 1,000 gallons or fractional part thereof used in excess of the first 12,000 gallons used.

(The above Residential Customer Class rates were initially set by motion of the Authority on January 27, 2015 and are reaffirmed here.)

**Non-Residential Customer Class** rates shall be as follows:

\$48.00 for the first 12,000 gallons of water used in a quarter, this shall be the minimum charge for water even if actual usage is less than 12,000 gallons in the quarter.

Thereafter, Residential Customers shall pay \$4.00 for each additional 1,000 gallons or fractional part thereof used in excess of the first 12,000 gallons used.

(The above Non-Residential Customer Class rates were initially set by motion of the Authority on January 27, 2015 and are reaffirmed here.)

## **2. Water Tapping Fee**

The Authority's Water Tapping Fee is set at \$775.63 per EDU. This fee was initially set January 27, 2015 and is reaffirmed here. The fee set based on the Capital Charges Study for the Water System Tapping Fee prepared by Glace Associates in accordance with Pennsylvania Act 209.

## **3. Connection Fee**

Customers shall be directly responsible for all material, equipment and labor costs associated with the physical connection of their water service to the Authority's water main, including excavation, making the tap, providing the curb stop, curb box and meter, and shall reimburse the Authority for any and all costs incurred by the Authority on behalf of the customer's connection.

## **4. Meter Test Fee**

Customer's questioning the accuracy of their water meter shall pay a \$50.00 deposit fee to have their meter tested for accuracy. Should the test reveal the meter to be registering fast in accordance with the provisions of the Authority's Rules and Regulation the fee shall be reimbursed to the Customer. If the meter is determined to be operating normal or slow, no refund shall be made.

## **5. Disconnection of Service Fee**

A \$35.00 fee shall be charged to shutoff a water service upon request of a customer or as a result of a shutoff by the Authority as a result of any failure on the part of the customer to make timely payment any rate, charge or fee required by the Authority's Rules and Regulations.

## **6. Restoration of Service Fee**

A \$35.00 fee shall be charged to turn-on a water service upon request of a customer or after the water service was turned-off by Authority due to the customer's failure to make timely payment of any rate, charge or fee required by the Authority's Rules and Regulations.

7. Customer Facilities Fee

Customers shall be directly responsible for all costs associated with running water service from the water main to their structure to be served, including but not limited to installation of the service line, internal plumbing changes, installation of check valves or disconnection of other water sources.

8. Reservation of Capacity Fee

A Reservation of Capacity Fee may be assessed as appropriate and shall not exceed 60% of the average water bill in the same service area for the same billing period.

9. Sewer User Rates

Sewer usage rates shall be charged as follows:

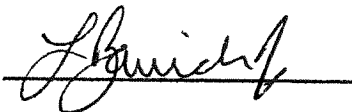
Sewer customer shall pay \$107.61 for the first 15,000 gallons of water used per quarter, and shall pay \$9.79 for each 1,000 gallons of water used (or part thereof) in excess of the initial 15,000 gallons.

(This rate was initially set March 25, 2013 and is reaffirmed here.)

Resolved, this 24<sup>th</sup> day of JANUARY, 2017.

Attest:

DICKINSON TOWNSHIP MUNICIPAL AUTHORITY

  
\_\_\_\_\_

  
\_\_\_\_\_ Chairman

  
\_\_\_\_\_ Secretary

**Draft/Proposed  
Services Agreement**

This Services Agreement (Agreement), effective as of \_\_\_\_\_ day of \_\_\_\_\_, by and between the Dickinson Township Municipal Authority (Authority) and the Dickinson Township Board of Supervisors (Township).

**WITNESSETH:**

Whereas, the Authority, heretofore acquired from the Township certain water system distribution facilities, including lines, meters, meter pits, hydrants and other necessary facilities, rights of way, easements and equipment required for rendering water service in and for, certain water service areas of the Township.

Whereas, the water system together with all appurtenant facilities and properties that the Authority has acquired or hereafter shall acquire in connection therewith, including all property, real, personal, and mixed, together with rights, powers, licenses, easements, rights of way, privileges, franchises and any and all property or interests in property of whatsoever nature, used or useful in connection with such facilities, and together with all additions, extensions, alterations, and improvements thereto that may be made or may be acquired, from time to time, by the Authority, shall herein be known as the Dickinson Township Water System, (the DTWS), and

Whereas, the Authority is overseen and comprised of volunteer citizens of the Township who, for the most part, are not available on a daily basis to perform the administrative, managerial and operational functions necessary to conduct the business of the DTWS in full compliance with sound practice and legal requirements.

Whereas, the Authority is in need of support services in order to effectuate its operational responsibilities, and

Whereas, the Township is willing to provide the Authority with support services as more fully described herein, and

Whereas, the Authority and Township desire to set forth terms, conditions, and provisions which shall govern such support services with respect to administration, management and operation of the DTWS, and

Whereas, the Authority is willing to reimburse the Township for said support services performed in accordance with this agreement.

Now, Therefore, the Authority and the Township each intending to be legally bound, covenant and agree as follows:

1. The Authority authorizes the Township to utilize its employees and equipment to provide the support services set forth in Schedule A, in pursuit of the proper operation of the DTWS.
2. The Township agrees to permit its employees to perform the services set forth in Schedule A on behalf of the Authority. Said Schedule A may be amended from time to time by the mutual agreement of the Township and Authority.
3. Services provided by the Township in accordance with Schedule A of this Agreement shall be reimbursed by the Authority at the rates set forth in Schedule B. Said Schedule B may be amended from time to time by the mutual agreement of the Township and Authority.
4. From time to time as the Authority and Township mutually shall agree, but at least quarterly, the Township shall prepare and shall deliver to the Authority a statement certified by the Township Treasurer, setting forth all costs, fees and expenses incurred by the Township in its performance of the services set forth in Exhibit A, and calculated in accordance with provisions set forth in Exhibit B. Said statement shall cover the period from the effective date of this Agreement or from the date of the immediately preceding statement, whichever shall be applicable.
5. The Authority agrees to pay all statements submitted by the Township in a timely manner after doing its due diligence, which shall generally take no longer than thirty (30) days.
6. This Agreement shall be for an initial term beginning on the date of the acknowledgements appearing hereon, and ending December 31, 2017; Provided, however, that the term of this Agreement automatically shall be renewed, from year to year, for the following calendar year, without any affirmative action by the Authority and the Township, unless either the Authority or Township, on or before October 1, 2017 or on or before October 1 of any year thereafter, shall serve written notice upon the other of the intent and desire to terminate this Agreement as of the next succeeding December 31, in which event this Agreement shall terminate as of such next succeeding December 31.
7. Upon termination of this Agreement, the Authority and the Township, promptly, but in no event more than thirty (30) days after the date of such termination, shall make final settlement with respect to this Agreement and each shall do whatever properly and reasonably shall be necessary to effectuate and insure an orderly transition in the change of the method of administration, management and operation of the DTWS.
8. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and shall be enforced as if such invalid provision had not been contained herein.



9. The Authority and the Township, from time to time, by mutual agreement, in writing, may amend or supplement this Agreement, including the Schedules hereto, so that this Agreement fully and completely may carry out the intent and purposes of the Authority and the Township with respect to providing services to the DTWS.

10. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts, shall constitute but one and the same instrument.

## **Schedule A - Services**

The Township on behalf of the Authority shall provide the following services:

**Meter reading services**  
**Preparing quarterly water usage bills and mailing to customers**  
**Tracking customer payments**  
**Generating second/final notices**  
**Posting shut off notices**  
**Collecting and depositing bill payments and other revenues**  
**Processing Authority invoices and preparation of checks for payment of Authority expenses**  
**Bookkeeping services (maintenance of revenue and expense accounts) in an accounting package such as Quick Books.**  
**Preparation of accounting statements**  
**Ordering Checks**  
**Preparation of Bank Reconciliations for approval by Authority**  
**Securing audit proposals**  
**Assisting auditors during audit process**  
**Securing insurance proposals**  
**Turning water on or off as circumstances warrant**  
**Flushing water lines**  
**Maintaining Authority meters and appurtenant facilities**  
**Leak detection and leak repair as warranted**  
**Place orders for equipment and supplies needed to maintain the DTWS**  
**Calculate, assess and collect tap-in and other fees due to the Authority**  
**Place legal notices on behalf of the Authority as required**  
**Receiving Authority correspondence and disseminate to appropriate Authority officials**

## Schedule B - Reimbursement Parameters

### Employee Related

Labor - all personnel costs shall be reimbursed on an hourly rate basis calculated using the current salary/wage of the employee(s) engaged in services

Rates to be billed in quarter hour increments.

Rates shall be based on actual rates for regular time.

Payroll Overhead - Township may add 15% to labor costs for overhead/benefits.

### Equipment

The Township shall be entitled to reimbursement for the use of the following owned equipment at the hourly rate set forth below:

Dump Truck	_____	per hour
Loader	_____	per hour
Grader	_____	per hour
Backhoe	_____	per hour
Air Compressor	_____	per hour

### Outside Services and Purchases

All charges, costs and expenses incurred for outside services and purchases contracted for or made by the Township in the performance of the services under the foregoing Agreement and not directly billed to the Authority by the party performing the services or supplying the material purchased, shall be invoiced to the Authority at the invoice cost to the Township.

All Bills shall be presented to the Authority by the most recent Friday prior to the Authority's regular scheduled monthly meeting.