

## **COPLAY WHITEHALL SEWER AUTHORITY**

**THE REGULAR MEETING of the Coplay-Whitehall Sewer Authority was called to order by Chairman James Hahn at 7:00 p.m. on the 17th day of April 2025.**

**BOARD MEMBERS present were:**

**Paul F. Geissinger  
James Hahn  
Dennis Wehr, Jr**

**Paul D. Boyle  
Joseph J. Marx**

**Joseph Bonshak  
James Roth**

**MANAGER: Matthew Harleman**

**BUSINESS MANAGER: Anita Smith**

**AUTHORITY SOLICITOR: Andrew Schantz, Davison & McCarthy P C**

**ENGINEER: Mark Buckvalt, T & M Associates**

**LIAISONS: Ken Snyder**

**PRESS: Jim Weber, Times News**

**CITIZENS present: Mike Melosky, Operations Manager  
Scott Stoisits, Field Foreman  
David Busch, Keystone Alliance Consulting  
Chris Betley, Buckno, Lisicky and Company  
Paul Pugielli, Brown & Brown Insurance  
Lou Bodish, President of Coplay Borough**

**CHAIRMAN: James Hahn called the meeting to order.**

**Mr. Hahn called for the Pledge of Allegiance to the Flag.**

**Mr. Hahn called for the reading of the minutes of the Regular Meeting of March 20, 2025.**

**MOTION WAS MADE BY MR. ROTH, SECOND BY MR. WEHR, APPROVING THE MINUTES OF THE REGULAR MEETING MARCH 20, 2025 WITH ANY AND ALL ADDITIONS /DELETIONS AS NOTED, DISPENSING WITH READING OF SAME. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**Mr. Hahn asked if anyone would like to address the board. Mr. Busch Stepped Forward, and proceeded to go over Resolution #386. (Exhibit A)**

**A. FIELD REPORT**

**1. Written –**

**MOTION MADE BY MR. BOYLE, SECOND BY MR. MARX, TO ACCEPT THE MARCH 2025 MANAGER'S FIELD REPORT AS PRESENTED AND TO MAKE THE WRITTEN REPORT PART OF THE OFFICIAL MINUTES. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**2. Verbal-**

- 1. Mr. Matthew Harleman said the air filtration cabinet approved by the board to address potential H2S gas has been delivered and set in place in the pump station. We are just waiting for EnviRep to do the start-up. Thanks to the Operations Committee for personally assisting.**

2. *Mr. Harleman thanked David Busch and Keystone Alliance Consulting for their work on the tapping fee update. There was a lot of information to evaluate given the amount of time since the last tapping fee update in 2005, KAC made the process as easy as it could have been given the magnitude.*
3. *The Regional Act 537 plan you have been receiving information on for several years, at this point, has officially been delivered to all 16 signatories planning commissions as of 4/16/25. LCA correspondence from 4/16/25 indicated this begins the Planning Commissions 60 day comment period.*
4. *At the 4/3/25 KISS meeting, signatories were notified that Hanover Township, who as a township are a sewer customer of the City of Allentown are seeking to be named a signatory instead of a sewer customer. A notification letter will be distributed to all signatories when details are resolved.*
5. *CWSA staff spent a lot of time sprucing up the grounds and vehicle fleet in preparation for the annual meeting. We invite you to observe everything following tonight's meeting.*
6. *Mr. Harleman thanked all consultants for attending the meeting and providing an annual update.*

**B. ADMINISTRATIVE REPORTS - Monthly Financial Report presented for Board review after general review:**

**MOTION MADE BY MR. BONSHAK, SECOND BY MR. WEHR, TO APPROVE THE MARCH 2025 FINANCIAL REPORT AS PRESENTED BY THE TREASURER. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

*See attached listings for the invoices listed to be paid.*

**MOTION MADE BY MR. GEISSINGER, SECOND BY MR. BONSHAK, TO APPROVE THE MARCH 2025 INVOICES FROM THE 1<sup>ST</sup> NORTHERN BANK ACCOUNT AS PRESENTED BY THE TREASURER. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**C. CORRESPONDENCE AND OTHER MISCELLANEOUS DATA**

**1. Resolution #386 to Supersede Resolution #308**

**MOTION MADE BY MR. WEHR, SECOND BY MR. GEISSINGER TO APPROVE RESOLUTION 386 AUTHORIZING UPDATED TAPPING FEES. 7 AYES, 0 NAYES. MOTION CARRIED.**

**2. Final Financial Statement for year ended December 31, 2024**

**MOTION MADE BY MR. MARX, SECOND BY MR. ROTH, TO APPROVE THE FINANCIAL REPORT DATED DECEMBER 31, 2024. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**3. KISS Meeting Agenda & Presentation from 4/3/2025**

**4. Authority Magazine, April 2025**

**Operations Committee – Mr. Roth reported normal operations.**

**Administrative Committee – Mr. Marx reported normal operations.**

**Financial Committee – Mr. Wehr reported normal operations.**

**Clear Water Committee – Mr. Geissinger reported normal operations.**

**Safety Committee – Mr. Bonshak reported normal operations.**

**OLD BUSINESS –****NEW BUSINESS–**

**Hiring of Michael G Melosky for Summer Help 2025.**

**MOTION MADE BY MR. ROTH, SECOND BY MR. WEHR, TO HIRE MICHAEL G. MELOSKY FOR SUMMER 2025 HELP. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**Mr. Geissinger informed the board that Liesel Gross the CEO of Lehigh County Authority will be presenting the latest information and their plan on the Regional Act 537 Plan at the next Whitehall Township Planning Commission Meeting at 7:30 PM Wednesday, May 21, 2025.**

**Mr. Hahn said we will now start with our annual review. Mr. Pugielli, you will be first to give your report.**

**Mr. Pugielli from Brown and Brown Insurance, a copy of the 2024 review statement dated April 17, 2025 (Exhibit B).**

**Mr. Hahn said does anyone have any questions? No one responded. Thank you, Mr. Pugielli. Next, we have Mr. Betley from Buckno, Lisicky and Company about the financial review.**

**Mr. Betley said good evening and it is a pleasure being here tonight. Copy of 2023 Audit Summary (Exhibit C).**

**Mr. Hahn said does anyone have any questions? Mr. Snyder asked about a Reserve Account, Mr. Hahn Replied that we do not have a reserve account, that we do have a savings account with approximately 6 million dollars available. Thank you, Mr. Betley. Attorney Schantz, it is your turn.**

**Attorney Schantz introduced himself as the solicitor for CWSA and I am with the firm Davison & McCarthy. Copy of 2024 review Memo dated April 17, 2025 (Exhibit D)**

**Mr. Hahn said Thank you Attorney Schantz. Mr. Buchvalt, it is your turn.**

**Mr. Buchvalt from T & M Associates Memorandum dated April 07, 2025 Annual report for 2024 (Exhibit E).**


**Mr. Buchvalt said thank you for your continued relationship with T & M Associates. Are there any questions? No one responded.**

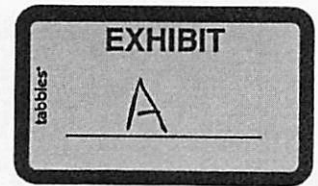
**Mr. Hahn said thank you Mr. Buchvalt.**

**ADJOURNMENT –**

**MOTION MADE BY MR. ROTH, SECOND BY MR. MARX, TO ADJOURN THE MEETING. 7 AYES, 0 NAYES, 0 ABSENT. MOTION CARRIED.**

**The meeting was adjourned at 7:45 PM.**

  
Respectfully submitted,  
Paul Geissinger, Secretary



**COPLAY-WHITEHALL SEWER AUTHORITY**

**RESOLUTION NO. 386**

**RESOLUTION OF THE BOARD OF THE COPLAY-WHITEHALL SEWER AUTHORITY PROVIDING FOR THE APPLICATION FOR AND ISSUANCE OF A PERMIT TO AN OWNER OR DEVELOPER OF ANY REAL PROPERTY WHO DESIRES OR IS REQUIRED TO CONNECT SUCH PROPERTY WITH THE SANITARY SEWER SYSTEM OF THIS AUTHORITY; PROVIDING FOR CERTAIN FEES TO BE PAID BY THE DEVELOPER OR OWNER OF ANY REAL PROPERTY WHO CONNECTS OR INTENDS TO CONNECT REAL PROPERTY TO THE SANITARY SEWER SYSTEM OF THIS AUTHORITY; AND PROVIDING FOR THE MANNER AND PAYMENT OF SUCH CONNECTION AND/OR TAPPING FEE TO THIS AUTHORITY.**

**WHEREAS**, the Coplay-Whitehall Sewer Authority, (the "Authority") is a Pennsylvania municipal authority organized and existing under the Municipality Authorities Act, 53 Pa.C.S.A. Chapter 56, as amended, and has constructed, owns and operates a Sanitary Sewer System to provide sanitary sewer service in the Township of Whitehall and Borough of Coplay, Lehigh County, Pennsylvania; and

**WHEREAS**, this Authority has the power, pursuant to the Pennsylvania Municipality Authorities Act as amended, and specifically Act 57 of 2003, (53 Pa.C.S.A. § 5607 (d) et. seq.) to charge and collect certain fees from property owners whenever a Developer or Owner of any real property connects such property to the Sanitary Sewer System owned or to be owned and/or operated by this Authority; and / or whenever an existing customer of this Authority requires additional capacity for commercial or industrial uses; and

**WHEREAS**, this Authority is charged with the responsibility of providing adequate sanitary sewer service and facilities owned and operated by it; and in the pursuance thereof, has incurred or will continue to incur certain costs and expenses in the construction and development of its Sanitary Sewer System.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of the Coplay-Whitehall Sewer Authority, as follows:

**SECTION 1**

The preambles of this Resolution are made a part hereof with the same force and effect as if they were fully set forth in the body of this Resolution.

## **SECTION 2**

This Resolution expressly repeals Resolution No. 308 of this Authority. All other rules and regulations and prior Resolutions of this Authority inconsistent herewith are altered, amended and/or repealed to the extent that they are inconsistent herewith; to the extent that they are not inconsistent herewith, the same are preserved and remain in full force and effect.

## **SECTION 3**

This Authority shall charge the certain enumerated fees as hereinafter set forth to Owners and/or Developers who desire to or are required to connect the real property to the Authority's Sanitary Sewer System, or who may be required to seek additional capacity for commercial or industrial purposes.

Unless the context specifically and clearly indicates otherwise, the meaning of terms and phrases used in this Resolution shall be as follows:

**A. COMMERCIAL ESTABLISHMENT** - Any property used in whole or in part for the conduct of trade, commerce, sale, distribution of goods and/or services, and all similar business ventures which shall discharge sewage, into the Sanitary Sewer System of this Authority, as distinct from Industrial Waste.

**B. CONNECTION FEE** - That fee charged by this Authority as more fully defined at 53 Pa.C.S.A. §5607(d) (24)(i)(A) consisting of the following components:

(1) **Lateral Installation Charge** - That fee charged by this Authority to install a sanitary sewer service lateral from the sewer main to and including the property line of the property so connected. Said fee to be determined on a case-by-case basis and to consist of the Authority's actual costs calculated on a time and material basis. In lieu of requiring payment of this lateral installation charge, this Authority may, at its option, require the construction and dedication of said sewer service lateral by the property Owner or Developer requesting such connection to the Authority's system.

(2) **Hole Cut Charge** - That fee charged by this Authority to physically connect a sanitary sewer service lateral to a sewer main. Said fee to be determined on a case-by-case basis and to consist of the Authority's actual costs calculated on a time and material basis.

**C. COST OF EXISTING FACILITIES** - The historical cost of existing facilities trended forward to current costs using published cost indices, as set forth in the Engineering News Record, where such historical cost is available. In those cases where historical cost is not available, said cost shall be determined by a present construction cost estimate as prepared by the Authority's Engineer. In calculating the cost of existing facilities as set forth herein, outstanding debt relating to the facilities shall be subtracted from the cost, provided, however, that no debt shall be subtracted which is attributable to facilities exclusively

serving new customers. The cost of existing facilities shall not include facilities contributed to the Authority by any person, government or agency.

**D. COST OF FACILITIES TO BE CONSTRUCTED OR ACQUIRED** - This cost shall be calculated by the Authority's Engineer based upon the reasonable estimated cost, provided that any such facilities must be included in a duly adopted annual budget or a five (5) year capital improvement plan, and the Authority must have taken action in furtherance of said facilities in any two of the following methods:

- (1) Obtained financing for the facilities;
- (2) Entered into a contract obligating the Authority to construct or pay for the cost of construction of the facilities or its portion thereof in the event that multiple parties are constructing said facilities;
- (3) Obtained a permit for the facilities;
- (4) Obtained title to a condemned additional real estate upon which the facilities will be constructed;
- (5) Entered into a contract obligating the Authority to purchase or acquire the facilities owned by another;
- (6) Prepared an engineering feasibility study specifically relating to the facilities, which study recommends the construction of facilities within a five (5) year period;
- (7) Entered into a contract for the design or construction of the facilities, or adopted a budget which includes the use of in house resources for the designer construction of the facilities.

**E. DESIGN CAPACITY** - The total capacity of the Sanitary Sewer System of this Authority, or any part thereof, measured in gallons per day.

**F. DEVELOPER** - Any person who is an Owner or who is authorized by the Owner of real estate who intends to improve said real estate by the construction or addition of a Sewer Rental Unit or Units which will discharge sewage and/or Industrial Waste into the Sanitary Sewer System of this Authority.

**G. DWELLING UNIT** - Any room, group of rooms, house, apartment unit, trailer or other single enclosure or part thereof, occupied or intended for human occupancy as separate living quarters by a family or other group of individuals living together or by individuals living alone.

**H. ENGINEERING NEWS RECORD (ENR)** - The published index used to measure the change in costs over a specified period of time.

**I. EQUIVALENT DWELLING UNIT (EDU)** - The minimum amount of sewage estimated by this Authority to be discharged into the Sanitary Sewer System of the Authority by a Dwelling Unit on a daily basis. For purposes of this Resolution, an EDU shall be equivalent of 215 gallons of sewage discharge per day.

**J. EXPANSION OF EXISTING FACILITIES** - That expansion of existing sanitary sewer facilities of this Authority which will require the payment of a Tapping Fee to be determined by the submittal of a plan to this Authority, which expansion will require connection to the Sanitary Sewer System owned or to be owned by this Authority.

**K. HOSPITAL/NURSING HOME ESTABLISHMENT** - Any building used or to be used as an institution where the ill, injured, aged or infirmed reside overnight to receive custodial, diagnostic, medical, nursing, surgical or psychiatric treatment, or other care of human ailments or conditions. For purposes of this Resolution, each bed in a Hospital/Nursing Home Establishment shall be projected to discharge 90 gallons of sewage waste per day.

**L. IMPROVED PROPERTY** - Any real property upon which there is erected, or upon which there will be erected, a structure intended for continuous or periodic habitation, storage, occupancy or use by human beings or animals and from which structure Sewage and/or Industrial Waste shall be or may be discharged into the Sanitary Sewer System of this Authority.

**M. INDUSTRIAL ESTABLISHMENT** - Any real property used or to be used, in whole or in part, for manufacturing, processing, cleaning, laundering or assembling any product, commodity or article or from which any process waste, as distinct from sewage, shall be discharged into the Sanitary Sewer System of this Authority.

**N. INDUSTRIAL WASTE** - Any and all waste discharged from an Industrial Establishment, other than Sewage, into the Sanitary Sewer System of this Authority.

**O. MAJOR DEVELOPMENT** - Any single Land Development, Subdivision or Planned Residential Development (as those terms are defined pursuant to Act 247 of 1068, as amended, by Act 170 of 1988), under common ownership, consisting of fifty (50) or more existing or proposed Sewer Rental Units.

**P. OWNER** - Any person vested with ownership, legal or equitable, sole or partial, of any real property.

**Q. PERSON** - Any individual, partnership, limited partnership, joint venture, company, corporation, association, society, or any other group or entity having existence under the law.

**R. PROJECTED DISCHARGE** - That estimate, as approved by the Authority as hereinafter provided, of the number of gallons of Industrial Waste and/or Sewage to be discharged into the Sanitary Sewer System of the Coplay-Whitehall Sewer Authority on a daily basis of each Sewer Rental Unit proposed to be connected to said Sanitary Sewer System of the Authority.

**S. PROPERTY** - Any legal or equitable interest in a parcel of real estate which is within the corporate jurisdiction of this Authority and which is or can be served by the Sanitary Sewer System of this Authority.

**T. SANITARY SEWER SYSTEM** - Any sanitary sewer facilities, as of any particular time, used for collecting, pumping, treating and/or disposing of sewage and other wastes, situate in, adjacent to and for rendering sewer service in and for the geographical area of the Township of Whitehall and Borough of Coplay, in Lehigh County, Pennsylvania, owned, maintained and operated by this Authority.

**U. SEWAGE** - Normal water, waste water-carried household and toilet wastes from any Improved Property which is discharged into the Sanitary Sewer System of this Authority.

**V. SEWER RENTAL UNITS** - Those units used to measure the sewer rentals charged or imposed upon the Developer or Owner of an Improved Property for the discharge of sewage and/or Industrial Waste to the Sanitary Sewer System of this Authority, as set forth in the Rate Resolution of this Authority.

**W.TAPPING FEE** — That fee charged by this Authority which shall not exceed an amount based upon some or all of the following fee parts, which parts are more fully set forth and defined below. In lieu of the payment of this fee or any part thereof, this Authority may require the construction and dedication of only such capacity, distribution-collection or special purpose facilities necessary to supply service to the property owner or owners.

(1) **Capacity Part** — This Authority hereby incorporates by reference 53 Pa.C.S.A. § 5607 (d)(24)(i)(C)(I) with the same force and effect as though fully set forth at length herein. Said fee is more fully set forth in Appendix A which is attached hereto and incorporated herein by reference.

(2) **Distribution/Collection Part** — This Authority hereby incorporates by reference 53 Pa.C.S.A. § 5607 (d)(24)(i)(C)(II) with the same force and effect as though fully set forth at length herein. Said fee is more fully set forth in Appendices A which is attached hereto and incorporated herein by reference.

(3) **Special Purpose Part** — This Authority hereby incorporates by reference 53 Pa.C.S.A. § 5607 (d) (24)(i)(C)(III) with the same force and effect as though fully set forth at length herein. Said fee is more fully set forth in Appendices A which is attached hereto and incorporated herein by reference.

(4) **Reimbursement Part** — This Authority hereby incorporates by reference 53 Pa.C.S.A. § 5607 (d)(24)(I)(C)(IV) with the same force and effect as though fully set forth at length herein. Said fee is more fully set forth in Appendices A which is attached hereto and incorporated herein by reference.

**X. TAPPING PERMIT** - The permit issued by this Authority pursuant to this Resolution as hereinafter set forth.



**Y. TRENDING FACTOR** - A method of translating historical costs to current levels.

#### **SECTION 4**

No Developer or Owner of real property, nor any person or entity, shall connect real property with or use in any manner any part of the Sanitary Sewer System of this Authority, without first making application in writing for and securing a Tapping Fee Permit from this Authority. Such application shall be made on a Tapping Fee Permit form to be provided by this Authority, and shall be accompanied by the Connection and Tapping Fees as set forth in this Resolution.

#### **SECTION 5**

This Authority shall have the right to charge a Connection Fee which shall be the actual cost, including inspection, of the connection of the property extending from the Authority's sewer main to the property line of the property so connected. In lieu of the imposition and payment of a connection fee, the construction of this connection, with the prior approval of the Authority, may be performed by the contractor of the property owner requesting such connection, with the property owner being solely responsible for the payment of this contractor. The contractor must be approved in advance by the Authority. The construction of the connection is to be inspected by the Authority's designated representatives. By obtaining the permit to connect from the Authority, the property owner offers the facilities from the sewer main to the property line for dedication to the Authority. The Authority's approval of the facilities after construction shall constitute the acceptance by the Authority for this offer of dedication.

#### **SECTION 6**

This Authority shall have the right to charge a Tapping Fee comprised of a capacity part not to exceed \$12.50 per gallon; a collection part not to exceed \$8.50 per gallon; and a special purpose part as well as reimbursement part, both to be determined on a case-by-case basis, pursuant to this Resolution and the Municipality Authorities Act as amended.

The actual Tapping Fee/Capacity part and Tapping Fee/ Collection part to be charged by this Authority is as set forth on Appendix "A" attached hereto.

This Authority has performed a study to determine the appropriate amount that it may charge as the tapping fees pursuant to Act 57 of 2003. Attached to this Resolution as Appendix "A" is an itemization of all calculations showing the maximum fees allowable for each part of the tapping fee and the manner in which the fees have been determined. Said maximum fees are hereby adopted by this Authority pursuant to 53 Pa.C.S.A. § 5607 (d)(24)(VII)(ii).

#### **SECTION 7**

A. The Tapping Fee/Capacity Part to be charged to the Developer or Owner of Dwelling Units shall be determined by taking the number of Sewer Rental Units and

multiplying that number by 215 gallons to arrive at the Projected Discharge of sewage to be discharged into the Sanitary Sewer System of this Authority. This Projected Discharge shall then be multiplied by the capacity part as defined in this Resolution and determined by this Authority.

Example (based on 1 EDU ) –  $215 \text{ gpd} \times \$12.50 = \$2,687.50$

B. The Tapping Fee/Capacity Part to be charged to an Owner or Developer of a Commercial Establishment or an Industrial Establishment shall be measured by the Projected Discharge of Industrial Waste and/or Sewage to be discharged into the Sanitary Sewer System of this Authority by said Establishment, multiplied by an amount not to exceed \$12.50 per gallon. Said Projected Discharge is to be prepared by the Developer or Owner and reviewed and approved by the Authority. The Authority reserves the right to review, at any time, the amount of Industrial Waste and/or Sewage discharged into the Sanitary Sewer System of this Authority by any Commercial or Industrial Establishment and to recalculate and adjust the Tapping Fee/Capacity Part as it deems appropriate and to so surcharge the Owner and/or Developer.

C. The Tapping Fee/Capacity Part to be charged to the Owner or Developer of a Hospital/Nursing Home Establishment shall be determined by taking the number of beds in the proposed facility and multiplying the same by 90 gallons to arrive at the Projected Discharge of Sewage. This Projected Discharge shall then be multiplied by an amount not to exceed \$12.50 per gallon.

D. The Tapping Fee/Capacity Part as established by and used in this Resolution as well as any lesser amount determined to be charged by this Authority in lieu thereof shall be adjusted by this Authority, from time to time, as it deems necessary.

## **SECTION 8**

A. The Tapping Fee/Collection Part to be charged to the Developer or Owner of Dwelling Units shall be determined by taking the number of Sewer Rental Units and multiplying that number by 215 gallons to arrive at the Projected Discharge of sewage to be discharged into the Sanitary Sewer System of this Authority. This Projected Discharge shall then be multiplied by the collection part as defined in this Resolution and determined by this Authority.

Example (based on 1 EDU ) –  $215 \text{ gpd} \times \$8.50 = \$1,827.502$

B. The Tapping Fee/Collection Part to be charged to an Owner or Developer of a Commercial Establishment or an Industrial Establishment shall be measured by the Projected Discharge of Industrial Waste and/or Sewage to be discharged into the Sanitary Sewer System of this Authority by said Establishment, multiplied by an amount not to exceed \$8.50 per gallon. Said Projected Discharge is to be prepared by the Developer or Owner and reviewed and approved by the Authority. The Authority reserves the right to review, at any time, the amount of Industrial Waste and/or Sewage discharged into the Sanitary Sewer System of this Authority

by any Commercial or Industrial Establishment and to recalculate and adjust the Tapping Fee/Collection Part as it deems appropriate and to so surcharge the Owner and/or Developer.

C. The Tapping Fee/Collection Part to be charged to the Owner or Developer of a Hospital/Nursing Home Establishment shall be determined by taking the number of beds in the proposed facility and multiplying the same by 90 gallons to arrive at the Projected Discharge of Sewage. This Projected Discharge shall then be multiplied by an amount not to exceed \$8.50 per gallon.

D. The Tapping Fee/Collection Part as established by and used in this Resolution as well as any lesser amount determined to be charged by this Authority in lieu thereof shall be adjusted by this Authority, from time to time, as it deems necessary.

## **SECTION 9**

A. Except as hereinafter set forth, the Tapping and Connection Fees charged pursuant to this Resolution shall be due and payable at the time application is made to this Authority for the privilege of connecting to the Sanitary Sewer System of this Authority. In those cases when the Developer or Owner is required to execute Developer's Improvements Agreements with the Authority, said Tapping and Connection Fees shall be due and payable at the time of and simultaneously with the execution of said Agreement.

B. In the case of a Major Development, at least fifty percent (50%) of the Fees imposed pursuant to this Resolution shall be due and payable at the time of and simultaneously with the execution of the Developer's Improvements Agreement. Payment of the remaining fifty percent (50%) of said Fees shall be guaranteed and secured by a Letter of Credit posted by the Developer or Owner in a form duly approved by the Authority, and shall be fully paid not later than two (2) years from the date of execution of said Agreement. Tapping Permits will be issued for the remaining fifty percent (50%) or any part thereof as the requisite Tapping Fees are paid to the Authority. The posting of a Letter of Credit hereunder guarantees the issuance of a Tapping Permit and the requisite capacity for those lots so secured, but does not entitle the Developer to the issuance of any such Permit until such Fees are paid in full.

C. The Fees shall be payable to the Treasurer of this Authority or to such other officer or representative of this Authority as shall be authorized, from time to time, by Board action, to accept payment thereof.

D. Payment by a Developer or Owner of the required Fees and the issuance by this Authority of a Tapping Fee Permit shall reserve to the Developer or Owner, his or its successors and/or assigns, the Projected Discharge granted in said Permit for the premises specified therein only:

In the event a sanitary sewer extension must be constructed, requiring the execution of a Developer's Improvements Agreement (Sewer Improvements Agreement), payment by the Developer or Owner of the required Fees and the issuance by this Authority of a Tapping Fee Permit shall reserve to the Owner or Developer, his or its successors and/or assigns, the Projected Discharge granted in said Permit for the premises specified therein only, for a period

of eighteen (18) months from the date of said Permit, unless, for good cause shown, the Authority, in its sole and absolute discretion, should extend the life of said Tapping Fee Permit at the Developer's or Owner's request. In the event a Developer or Owner and/or its or his successors and/or assigns does not, in good faith, begin construction on the Sanitary Sewer Improvements for the specified premises within six (6) months of the date of the granting of said Tapping Fee Permit, and complete the construction of the said Sanitary Sewer Improvements within eighteen (18) months of the date of the granting of said Tapping Fee Permit, then said Permit shall automatically expire and the Developer or Owner must reapply and pay a new Tapping Fee based upon Authority's then current Tapping Fee charges and any Resolution then and there in effect, and an additional \$50.00 renewal fee, and he shall receive a credit for all amounts previously paid to the Authority under the expired Permit.

Upon the expiration of a Tapping Fee Permit for any reason whatsoever, the Owner or Developer shall forfeit any and all rights which he or it may have had thereunder, including the reservation of any Projected Discharge, and upon the failure of the Owner or Developer to reapply for and tender the requisite fees required for the issuance of a new Tapping Fee Permit, the Owner or Developer shall be refunded in full any unused portion of the Tapping Fee. It is expressly understood that, upon the expiration of a Tapping Fee Permit, the Developer or Owner assumes the risk that the Authority will not have sufficient capacity allocated to it at the Allentown Treatment Plant so as to permit the issuance of a new Tapping Fee Permit to said Developer or Owner.

The determination whether the Authority has the design capacity to serve the needs of an Owner or Developer in accordance with his or its application for a Tapping Fee Permit shall be determined exclusively by this Authority. In the event that the Authority determines that it has insufficient capacity to provide the capacity as requested in the Application for Tapping Fee Permit and therefore refuses to issue the requisite Tapping Fee Permit to the Developer or Owner, said Developer or Owner shall have no recourse, legal or equitable, against the Authority or its employees as a result thereof.

Tapping Permits shall be issued on a first come, first served basis, with the date of the filing of a properly executed Application for Tapping Fee Permit (which filing shall not be deemed effective unless and until all fees required under this Resolution or any amendment thereto have been paid to this Authority as hereinabove set forth) as being determinative of the date of the Developer or Owner's filing of said Application. Any Tapping Fee Permit Application which is rejected by this Authority for any reason whatsoever, shall be returned to the Developer or Owner along with the total refund of all fees tendered by the Developer or Owner pursuant thereto.

Any change in the use of property or discharge from that set forth in the application for Tapping Fee Permit shall cause any Tapping Fee Permit previously issued to said Owner or Developer of the subject property to be reviewed by the Authority and revised according to the then current rules, regulations and Resolutions of this Authority. Any Tapping Fee Permit issued by this Authority is valid only to the property referenced thereon and is not assignable without written consent of this Authority.

#### **SECTION 10**

It is expressly understood that all fees charged pursuant to this Resolution shall be based upon the duly adopted fee schedule at the time of payment. It is expressly understood that no capacity shall be guaranteed for an Owner until such time as the Tapping Fees enumerated herein have been paid or secured by financial security as may be approved by the Authority.

All fees as authorized to be charged pursuant to this Resolution shall be in addition to any charges assessed against the property in the construction of a sewer main or appurtenances by the Authority in accordance with the Pennsylvania Municipality Authorities Act, as amended, as well as any other user charges imposed by the Authority pursuant to said statute.

#### **SECTION 11**

Payment and collection of all fees charged by this Authority pursuant to this Resolution shall be enforced by this Authority in any manner appropriate under the laws of the Commonwealth of Pennsylvania then and there in effect.

#### **SECTION 12**

This Resolution is effective immediately and is applicable to any Developer or Owner who makes application for a Tapping Fee Permit to construct and/or connect any Sewer Rental Units to the Sanitary Sewer System of this Authority on or after the effective date hereof.

#### **SECTION 13**

This Authority reserves its right to review the fees set forth in this Resolution as well as the methods of calculation thereof from time to time as it deems necessary.

#### **SECTION 14**

Whenever the masculine is used herein, the same shall include the feminine and the neuter, and all singular shall include the plural.

#### **SECTION 15**


In the event any provision, section, sentence, clause and/or part of this Resolution shall be held invalid by any court of competent jurisdiction, such invalidity shall not affect or impair any remaining provision, section, clause or part of this Resolution, it being the express intent of this Authority that such remainder shall be and shall remain in full force and effect.

**DULY ADOPTED** this 17<sup>th</sup> day of April, 2025, by Board of the COPLAY-WHITEHALL SEWER AUTHORITY in a lawful session duly assembled.

**ATTEST:**

**COPLAY-WHITEHALL SEWER AUTHORITY**

By:   
PAUL F. GEISSINGER, Secretary

By:   
JAMES HAHN, Chairman



LEHIGH VALLEY  
April 17, 2025

Coplay-Whitehall Sewer Authority  
3213 MacArthur Road  
Whitehall, Pa 18052

Dear Boardmembers;

Thank you for the opportunity to be your insurance advocate and partner for the past year. The information below and attached will provide you with the annual update and overview of the insurance program in place for the authority. The insurance environment continues to be difficult in a few areas: property insurance and automobile insurance. On the other hand, workers compensation continues to be a bright spot with the authority seeing a significant reduction this past year, getting the premium to it's lowest level since we have been the agent.

The primary factors responsible for current conditions continue to be:

- Inflationary pressures on the cost to replace damaged property, including automobiles
- A reduction in the number of companies offering insurance for authorities
- Continued incidences of destructive weather patterns: hurricanes, tornadoes, wildfires, etc
- Social inflation causing ever increasing court verdicts

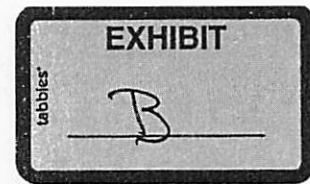
Recent insurance Industry market reports show continued increases in insurance costs due to inflation and catastrophic claims

Having said that, CWSA has experienced a **better than average** outcome for its combined policies.

**Recap of the renewal of the policies:**

- The package premium increased from \$75,869 to \$79,900(5.3%) primarily due to an increase in property values and higher property and auto insurance rates
- Work comp **Decreased** from \$ 11,241 to \$8,785(-21.5%)
- Over the last 4 years, work comp has **decreased** by \$5,328 or 40%!
- Overall premiums went from \$87,110 to 88,685, an increase of 1.8% which is definitely below the average increase
- Property values are slightly higher, all other coverages, deductibles, etc remain the same with the exception of the total sewer backup claims increasing from \$100,000 to \$500,000 for the year.(per claim remains the same at \$50,000)

We did seek alternate proposals for the 1/1/25 renewal. We went to 2 additional insurance companies besides Selective. Of the 2 other companies, we did receive an optional quote that might have been somewhat less than the Selective, but there would be significant coverage differences. That being said, the decision was made to stay with Selective.



**Brown & Brown of Lehigh Valley, LP**  
3001 Emrick Blvd., Suite 120, Bethlehem, PA 18020-8036  
Phone (610) 974-9490 Fax (610) 974-9791  
Toll Free (800) 634-8237  
www.bbinslv.com

There were no work comp claims for the past policy year, and in fact very few claims over the long term. For the package policy, there were a few reported sewer backup claims for the past year but none of them have resulted in any payments and are all closed. The slip lining done over the years has helped to reduce the number of sewer backup claims that were particularly bad in previous years. Work comp claims remain excellent.

We will continue to be your advocate, searching for the best coverage at the least expensive price.

Thank you for your continued relationship with us, and we hope you will take advantage of the many safety and informational webinars we offer.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Pugielli". The signature is fluid and cursive, with a large loop at the end.

Paul Pugielli, Director, Municipal Insurance Services



# Proposal Premium Summary

Line of Business	2024-2025 Selective Premium	2024-2025 Exposures/Limits	20256-2026 Selective Premium	2025-2026 Exposures/limits
Property	9,485	Bldg \$4,899,512 BPP \$1,312,166 BI Incl Rental - ALS	10,353	Bldg \$5,144,487 BPP \$1,377,775 BI Incl Rental - ALS
Crime	65	\$25,000; \$500 deductible	65	\$25,000; \$500 deductible
Inland Marine	16,254	Scheduled: \$134,272 Unscheduled: \$132,726 Pipeline Distr: \$6,330,000 \$5K ded Valuable papers: \$75,000 Deductible \$500 IM Premier Pac Included Flood included at loc/Bldg1	16,282	Scheduled: \$134,272 Unscheduled: \$132,726 Pipeline Distr: \$6,330,000 \$5K ded Valuable papers: \$75,000 Deductible \$500 IM Premier Pac Included Flood included at loc/Bldg1
General Liability	21,130	\$1,000,000/\$2,000,000  Sewer Backup: \$50,000/\$100,000	22,873	\$1,000,000/\$2,000,000  Sewer Backup: \$50,000/\$500,000
Public Officials	4,383	\$1,000,000/\$2,000,000  Deductible: \$5,000 Public Official Nonmonetary Defense \$10K/\$50K	4,383	\$1,000,000/\$2,000,000  Deductible: \$5,000 Public Official Nonmonetary Defense \$10K/\$50K
Auto	15,991	11 Vehicles \$250 Comp/\$500 Coll deductibles	16,940	11 Vehicles \$250 Comp/\$500 Coll deductibles
Umbrella	8,488	\$3,000,000/\$3,000,000	8,931	\$3,000,000/\$3,000,000
Cyber	73	\$100,000 Limit; \$2,500 Deductible	73	\$100,000 Limit; \$2,500 Deductible
Total Package	\$75,869		\$79,900	

*This quote is valid for (30) days or until the proposed effective date, whichever is first.*



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.*

BROWN & BROWN

# Proposal Premium Summary

Line of Business	AmTrust Expiring Premium	Expiring Exposure	AmTrust Renewal Premium	Renewal Exposure
Workers Compensation	\$11,241	Total Payrolls: \$643,653 Experience Mod. 0.864 Scheduled Debit 20%	\$8,785	Total Payrolls: \$720,717 Experience mod. 0.836 Scheduled Debit: None

*This quote is valid for (30) days or until the proposed effective date, whichever is first.*

## Items Requested by Carrier:

Signed Commitment to Injury Prevention and Claims Management Form

**Payment Plan – Direct Bill - Full Pay**

## Summary of Prior Years Workers Compensation Renewal Premiums:

2023-2024: \$11,241  
2022-2023: \$11,885  
2021-2022: \$14,557  
2020-2021: \$15,182  
2019-2020: \$17,026

## Marketing Effort:

KeyRisk – Declined due to not writing standalone sewer authorities – need to be part of larger public entities and only if incidental compared to the total exposure

Encova – Premium quoted \$8,863

Eastern Alliance Insurance Company – quoted premium \$11,052.



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.*

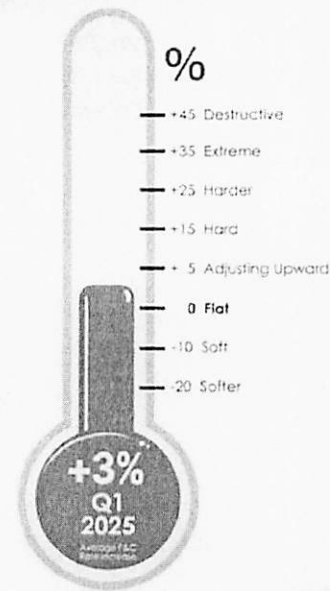
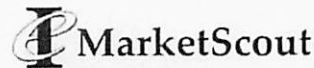
BROWN & BROWN

Commercial insurance rates across the United States continued their upward trend in the first quarter of 2025, with the composite rate increasing to 3%.

"Umbrella and excess liability, along with automobile coverages, saw the most significant rate hikes this quarter—both increasing by 6.7%," said Richard Kerr, CEO of Novatae Risk Group.

Among industry sectors, transportation companies faced the highest increases, with premiums rising by 6%, reflecting ongoing underwriting concerns and market pressures in that space.

This data is part of an ongoing analysis conducted by the Risk & Insurance Alliance, providing market intelligence and benchmarking for brokers, underwriters, and risk managers navigating a dynamic insurance landscape.



### Market Barometer

#### Average P&C Rate Increase

Copyright © 2025 MarketScout. All Rights Reserved

For a summary of the first quarter 2025 rates by coverage, industry class and account size.

[Read More](#)

Risk & Insurance Education Alliance conducted pricing surveys used in MarketScout's analysis of market conditions. These surveys help to further corroborate MarketScout's actual findings, mathematically driven by new and renewal placements across the United States.



**Contact Us**  
972.934.4200  
[info@marketscout.com](mailto:info@marketscout.com)

MarketScout Corporation, CA License #0D60423, 12700 Park Central Drive, Suite 510, Dallas, TX 75251, United States, 972-934-4200

[Unsubscribe](#) [Manage preferences](#)

**Paul Pugielli**

---

**From:** Market Barometer <updates@marketscout.com>  
**Sent:** Wednesday, April 16, 2025 2:15 PM  
**To:** Paul Pugielli  
**Subject:** Commercial Insurance Rates Plus 3% in Q1 2025

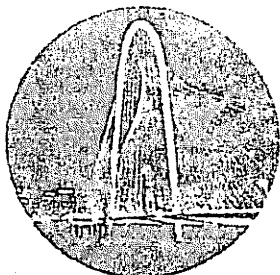
[External]

[View in browser](#)



April 2025 • Q1 2025 Commercial Lines Market Barometer

---



## COMMERCIAL LINES MARKET BAROMETER

### **Commercial Insurance Rates Plus 3% in Q1 2025**

**AUTO AND UMBRELLA COVERAGES CONTINUE TO ENDURE  
HIGHER RATE INCREASES**

Personal insurance rates in the United States continued their upward trend in the first quarter of 2025, with the composite rate increasing to 4.9%, up from 4.0% in Q4 2024, according to the latest market data.

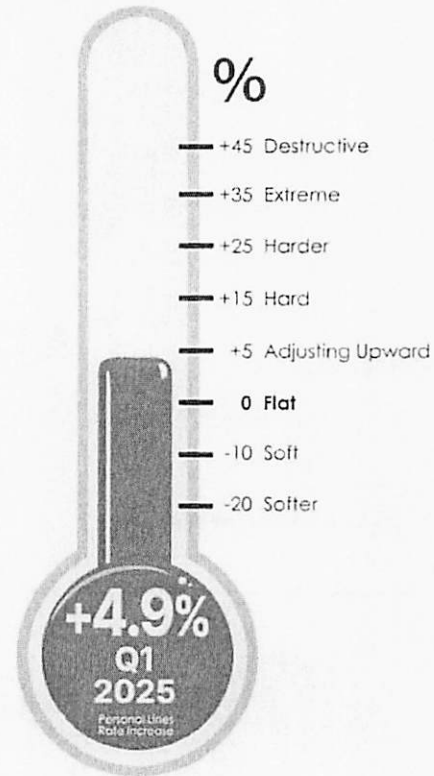
Homeowners insurance led the surge, particularly for high-value properties. Policies for homes valued over \$1 million rose by 7.3%, while those under \$1 million increased by 4%, up from 3.3% in the previous quarter.

"Homeowners insurance saw notable increases in Q1 — likely due to the lingering impact of recent California wildfires," said Richard Kerr, CEO of Novatae Risk Group. "It often takes time for the market to respond to catastrophic events. Rates are now trending upward and could rise further as we head into hurricane season."

Personal articles/fine art insurance rates also jumped significantly, moving from 2.3% to 4.3% over the quarter.

These findings are supported by the Risk & Insurance Alliance, which tracks market shifts and emerging trends across both commercial and personal insurance sectors.

## MarketScout



## Market Barometer Personal Lines

Copyright © 2025 MarketScout. All Rights Reserved

For a summary of the first quarter 2025 personal lines rates and premium trends.

[Read More](#)

**Paul Pugielli**

---

**From:** Market Barometer <updates@marketscout.com>  
**Sent:** Wednesday, April 16, 2025 2:15 PM  
**To:** Paul Pugielli  
**Subject:** Personal Insurance Rates Continue to Climb in Q1 2025

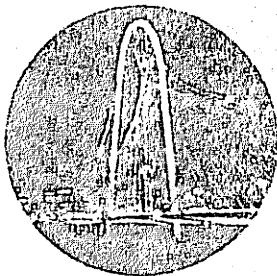
[External]

[View in browser](#)



April 2025 • [Q1 2025 Personal Lines Market Barometer](#)

---



## PERSONAL LINES MARKET BAROMETER

**Personal Insurance Rates Continue to Climb in Q1 2025**

**HOMEOWNERS COVERAGE SEES LARGEST INCREASES**



My firm, Buckno Lisicky & Company once again performed the annual audit of the Authority's financial statements for the year ended December 31, 2024.

One page 1 of the audit report is call the "Independent Auditor's Report". First paragraph explains what we are giving an opinion on. The balance sheet, income statement, cash flows and notes to financial statements and certain other supplemental information included in the financial statements. There are certain pension schedules that are required to be included in the financial statements. We do not audit or issue and opinion on those schedules.

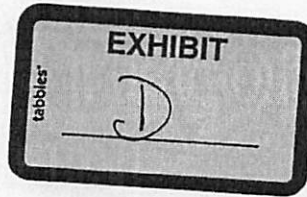
The second paragraph explains what that opinion is. Organizations can receive one of three audit opinions for their financial statements 1) Unmodified; 2) Modified; or 3) Adverse. Once again, I am pleased to report the financial statements contain an unmodified audit opinion, the same audit opinion the Authority has continued to receive for many years. What that means is you have received the highest audit opinion available that an organization can receive for an audited financial statement. This means your financial statements are prepared in accordance with General Accepted Auditing Principles and that they are fairly stated in accordance with those principles.

The rest of the "Independent Auditor Report" goes over what management's responsibilities are and what the auditors responsibilities when performing an audit. Management is required to prepare the financial statements in accordance with GAAP or Generally Accepting Accounting Principles. We as the auditors are required to perform audits in accordance with GAAS or Generally Accepted Auditing Standards. These procedures are very extensive and result in our firm being able to conclude and provide an opinion that your financial statements are prepared in accordance with General Accepted Accounting Principles.

Just to go over a couple financial highlights:

- If you turn to page 5 – the Authority's balance sheet
  - The Authority had \$29.6 million in Assets at the end of the year, which was a \$356k decrease from the prior year. Most of the decrease due to depreciation of our fixed assets
  - The Authority total liabilities decreased from the prior year to \$6.57 million. Most of the decrease was the decrease in our outstanding debt.
- If you turn to page 6 – the Authority's income statement
  - The Authority's operating income increased by \$84k from the prior year to about 4.2 million. Non-operating revenue/expense decreased by 26k from the prior year.
  - When you add in the nonoperating income and expenses, the total net position increased by 255k to \$23,456,872 as of 12.31.24.

The audit went very smoothly again this year. I am happy to say we had no disagreements with management or issues in dealing with management. Everything we asked for we received and we received timely. I would like to thank Matt, Laura and the rest of their staff for their cooperation.



**Davison &  
McCarthy**  
PROFESSIONAL CORPORATION  
702 Hamilton Street, Suite 300  
Allentown, PA 18101  
610.435.0450 • 610.435.3089 fax

# MEMO

---

**To:** Coplay Whitehall Sewer Authority  
**From:** Andrew V. Schantz  
**Date:** April 17, 2025  
**Subject:** Coplay Whitehall Sewer Authority

The following serves my annual report to the Coplay Whitehall Sewer Authority Board.

As Solicitor, my year has been relatively quiet. The issues that I have been involved in and that I feel warrant mentioning are as follows:

- There are no current, pending or threatened lawsuits against the CWSA which is always a good thing and a goal I strive for in my representation.
- We resolved the Waterfront Easement issues in 2024 and the easements have been recorded. The question that remains is the viability of the project due to a possible loss of government funding.
- The biggest issue at the present is with LCA and their push to adopt a Regional 527 Plan wherein the Township and the Borough would be the party to adopt the provisions of the regional plan. The concern is that LCA is pushing to have the existing Agreements with the signatories, including CWSA, renegotiated with new Agreements or Agreement being drafted and put into place.

This is important and collectively between staff, the Board, the Engineer and myself we have concerns that LCA is trying to reshuffle the deck and this could put the CWSA in a unfavorable position from a capacity and financial position. We are looking at the agreements carefully to protect the interests of CWSA and its customers.

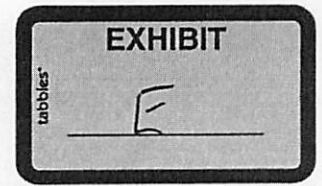
We continue to file liens and satisfactions.

In 2024 we filed 4 liens and satisfied 5 liens. To date in 2025 we have not filed any liens and have filed 1 satisfaction.

If anyone has questions, please feel free to ask.

Thank you again and I look forward to continuing to work with each and every one of you.





# MEMORANDUM

**TO:** COPLAY WHITEHALL SEWER AUTHORITY – BOARD OF DIRECTORS

**FROM:** Mark J Buchvalt, PE

**RE:** ANNUAL REPORT

**DATE:** April 07, 2025

---

## Summary of work 2024:

- In first half of 2024 T&M was involved in numerous meetings, plan reviews, and evaluations of CWSA's sewer easements and existing Lehigh River Interceptor within the alignment of the new Riverside Drive project.
- T&M also prepared cost estimates for a potential re-location of the CWSA Lehigh River Interceptor to better align with the Riverside Drive layout. Discussions were last left off with a request for potential funding assistance to re-locate the line prior to Riverside Drive being constructed.
- T&M completed initial investigations for a new maintenance garage along Quarry Street.
- At the tail end of 2024 T&M began HOP applications for emergency sewer repair work to a sewer line in Church Street. Permit was issued in early 2025.