

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA
IN RE: HUGHESVILLE BOROUGH AUTHORITY :
AND MIRA POINT, LLC : No.16-0068

OPINION

This matter comes before Court on a motion to quash, filed by appellee, Mira Point, LLC, to quash an appeal from a decision of the arbitrator. Pursuant to statute, this Court appointed an arbitrator, Timothy Wentz, P.E., to decide the reasonableness of inspection fees imposed on Mira Point by appellant Hughesville Borough Authority. After an arbitration hearing, Mr. Wentz found that it was unreasonable to expect Mira Point to pay the fees and the Authority appealed.¹

53 Pa.C.S. 5607(d)(30) provides for arbitration of a billing dispute between an owner and a municipal authority such as the Hughesville Borough Authority. There is no reference in the statute itself or in the agreement of the parties as to what kind of arbitration is required. Unless an arbitration agreement provides for statutory arbitration, the law presumes the parties intended to submit their dispute to common law arbitration. Armstrong World Industries vs. Travelers Indemnity Company, 115 A.3d 342, 346 (Pa. Super. 2015); see also, 42 Pa.C.S.A. 7302.

In an appeal from a common law arbitration determination, the appellant must, by clear, precise and indubitable evidence, show that he was denied a hearing or that there was some fraud, misconduct, corruption or other irregularity of a nature on the part of the arbitrator which caused him to render an unjust, inequitable or unconscionable award. Chervenak, Keane & Co. (CKC Associates) vs. Hotel Rittenhouse Associates, Inc., 477 A.2d 482, 485 (Pa. Super. 1984). No such averment or contention exists here. Further, an irregularity which requires reversal of a

¹ On September 18, 2015, Hughesville Borough Authority filed a motion for Appointment of Arbitrator pursuant to the Pennsylvania Municipality Act, 53 Pa. C.S.A. § 5601, *et. seq.*. At the time of argument on November 6, 2015, the parties agreed to the appointment of Timothy Wentz, P.E. as arbitrator. Following a hearing held on December 22, 2015, the arbitrator made an award and findings in a determination dated December 24, 2015.

common law arbitration award refers to process employed in reaching the results of the arbitration not to the result itself. Id. No party has challenged in any way the process employed in reaching the results of the arbitration in the instant case.

In short, appellant, Hughesville Borough Authority, has not raised the kind of irregularity which requires or permits reversal of the arbitration award.

O R D E R

AND NOW, this _____ day of April, 2016, the motion to quash appeal is GRANTED and the appeal of the Hughesville Borough Authority is DISMISSED. The award of arbitrator Wentz is AFFIRMED.

BY THE COURT,

Hon. Richard A. Gray, Judge

c: Scott T. Williams, Esq.
Robert Seiferth, Esq.
Scott A. Williams, Esq.

(RAG/et)