

RESOLUTION NO. R-2011-20

A RESOLUTION OF HOPEWELL TOWNSHIP, BEAVER COUNTY, PENNSYLVANIA, AUTHORIZING THE PROPER OFFICERS OF HOPEWELL TOWNSHIP TO EXECUTE AND RECORD THE SMALL FLOW TREATMENT FACILITY (SFTF) MAINTENANCE AND ESCROW AGREEMENT WITH JASON M. SIMONI, OWNER OF TAX PARCEL NO. 65-213-0123.000, AND GARY AND SANDRA D'ALESSANDRIS, OWNERS OF TAX PARCEL NO. 65-213-0122.000, AND FURTHER REQUIRING THE EXECUTION AND RECORDING OF A SEWAGE EASEMENT AGREEMENT BETWEEN THESE RESPECTIVE OWNERS WITH REGARD TO THE SFTF

IT IS HEREBY RESOLVED by Hopewell Township that the proper officers of Hopewell Township are hereby authorized and directed to enter into and execute an Agreement, which is attached hereto as Exhibit "A," identified as a SFTF Maintenance and Escrow Agreement, between Hopewell Township and Jason M. Simoni, owner of Tax Parcel No. 65-213-0122.000, and Gary and Sandra D'Alessandris, owners of Tax Parcel No. 65-213-0122.000. The foregoing property owners are required to execute this Agreement.

Said Agreement provides for the installation and maintenance of a small flow treatment facility (SFTF) on the aforementioned properties located at 1264 Gringo Clinton Road (Beaver county Tax Parcel No. 65-213-0123.000) and 1266 Gringo Clinton Road (Beaver County Tax Parcel No. 65-213-0122.000). Hopewell Township shall take such other actions and execute such documents as may be necessary to carry said Agreement into effect and to enforce same. This Agreement, upon full execution by the parties, shall be recorded at the office of the Beaver County Recorder of Deeds.

IT IS HEREBY FURTHER RESOLVED by Hopewell Township that the aforementioned property owners are required to execute a Sewer Easement Agreement, which is attached hereto as Exhibit "B," between Jason M. Simoni, owner of Tax Parcel No. 65-213-0122.000, and Gary and Sandra D'Alessandris, owners of Tax Parcel No. 65-213-0122.000. This Agreement, upon full execution by the parties, shall be recorded at the office of the Beaver County Recorder of Deeds

THIS RESOLUTION ADOPTED by the Board of Commissioners of Hopewell Township at a duly assembled public meeting held on the 11th day of July, 2011.

ATTEST:



Andy J. Brunette, Manager/Controller



Richard Bufalini, President
Hopewell Township Board of Commissioners

EXHIBIT "B"

SEWER EASEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2011, by and between JASON M. SIMONI, an unmarried man, of the Township of Hopewell, County of Beaver and Commonwealth of Pennsylvania ("Simoni"),

A

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D

GARY D'ALESSANDRIS and SANDRA D'ALESSANDRIS, husband and wife, of the Township of Hopewell, County of Beaver and Commonwealth of Pennsylvania, ("D'Alessandris").

WHEREAS, Simoni is the owner of the premises located in the Township of Hopewell, Beaver County, Pennsylvania, conveyed to Simoni by the deed recorded at Beaver County Instrument No. 3379157, having an address of 1264 Gringo Clinton Road and being Beaver County Tax Parcel No. 65-213-0123.000 (the "Simoni Property"); and

WHEREAS, D'Alessandris is the owner of the premises located in the Township of Hopewell, Beaver County, Pennsylvania, conveyed to D'Alessandris by the deed recorded at Beaver County Deed Book Volume 1059, Page 436, having an address of 1266 Gringo Clinton Road and being Beaver County Tax Parcel No. 65-213-0122.000 (the "D'Alessandris Property"); and

WHEREAS, Simoni and D'Alessandris have agreed to construct and install a Private Small Flow Sewer Treatment Facility (the "Facility") on their properties, which

will provide sanitary sewage disposal to the residences and structures on both the Simoni Property and the D'Alessandris Property; and

WHEREAS, the Facility shall include all components of the system being constructed and installed from the discharge point of each of the septic tanks on the Simoni Property and D'Alessandris Property to the discharge point of the Facility; and

WHEREAS, Simoni and D'Alessandris shall be individually responsible for the maintenance of each of their septic tanks; and

WHEREAS, Simoni and D'Alessandris desire to grant and convey easements over and across each other's property for the installation of the Facility and to allow for the flow of sewage into the Facility and the flow of treated sewage out of the Facility; and

WHEREAS, Simoni and D'Alessandris desire to provide, for the sharing of the cost of the construction and installation of the Facility and the maintenance thereof; and

WHEREAS, attached to this Agreement is Drawing No. C-25080, Sheet No. E-1, dated March 1, 2010, prepared by Morris Knowles & Associates, Inc. for Simoni and D'Alessandris, which shows and delineates the easements that are subject of this Agreement (the "Plat").

NOW THEREFORE, intending to be legally bound hereby, Simoni and D'Alessandris agree as follows:

(1) Simoni does grant and convey to D'Alessandris, theirs successors and assigns, all of Simoni's right, title and interest in and to the free and uninterrupted use, liberty and privilege of the permanent sanitary sewer easement designated Proposed Easement "B", as shown on the Plat, for the purpose of constructing, maintaining,

removing and replacing the Facility, including all appurtenances thereto, on and under the Simoni Property.

TOGETHER with free ingress, egress and regress, over and upon said sanitary sewer easement, to and for D'Alessandris, their successors and assigns, at all times hereafter, for the purposes aforesaid, including, but not limited to construction, inspection, maintenance and repairs of any nature.

SUBJECT, to the condition that D'Alessandris, their successors and assigns, at all times after completion of the work of construction, reconstruction or maintenance shall promptly backfill any trench made by them and at all times hereafter restore the Simoni Property, as required by law.

TO HAVE AND TO HOLD all singular and rights and privileges aforesaid, to the only proper use and behoof of D'Alessandris, their successors and assigns, forever.

(2) D'Alessandris does grant and convey to Simoni, his successors and assigns, all of D'Alessandris' right, title and interest in and to the free and uninterrupted use, liberty and privilege of the permanent sanitary sewer easement designated Proposed Easement "A", as shown on the Plat, for the purpose of constructing, maintaining, removing and replacing the Facility, including all appurtenances thereto, on and under the D'Alessandris Property.

TOGETHER with free ingress, egress and regress, over and upon said sanitary sewer easement, to and for Simoni, his successors and assigns, at all times hereafter, for the purposes aforesaid, including, but not limited to construction, inspection, maintenance and repairs of any nature.

SUBJECT, to the condition that Simoni, his successors and assigns, at all times after completion of the work of construction, reconstruction or maintenance shall promptly backfill any trench made by him and at all times hereafter restore the D'Alessandris Property, as required by law.

TO HAVE AND TO HOLD all singular and rights and privileges aforesaid, to the only proper use and behoof of Simoni, his successors and assigns, forever.

(3) Simoni and D'Alessandris agree that they shall share the costs and expenses of the installation, construction, maintenance and repair of the Facility, as follows:

- (a) the cost of the construction and installation of the Facility shall be shared equally between Simoni and D'Alessandris;
- (b) the cost of the electricity to operate the dosing unit and the maintenance thereof shall be paid by D'Alessandris;
- (c) the cost of the electricity to operate the UV light system, the cost of the replacement of the UV light bulbs and the maintenance of the UV light system shall be paid by Simoni;
- (d) all other costs of maintenance and repair of the Facility shall be paid and shared equally by Simoni and D'Alessandris; and
- (e) the cost of operation, maintenance, repair and replacement (if necessary) of the septic tank serving the Simoni property and the septic tank serving the D'Alessandris property shall be the responsibility of the respective property owner.

(4) Simoni and D'Alessandris agree that this Agreement shall be binding upon their successors and assigns of the interests in their properties herein referred to.

(5) Simoni and D'Alessandris agree that the fair market value of the easements herein granted and conveyed are the sum of One Thousand (\$1,000.00) Dollars each.

IN WITNESS WHEREOF, the parties hereunto set the hands and seals the day and year first above written.

WITNESS:

JASON M. SIMONI

GARY D'ALESSANDRIS

SANDRA D'ALESSANDRIS

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BEAVER :

On this _____ day of _____, 2011, before me, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared, JASON M. SIMONI, an unmarried man, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF BEAVER :

On this _____ day of _____, 2011, before me, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared, GARY D’ALESSANDRIS and SANDRA D’ALESSANDRIS, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

CERTIFICATE OF RESIDENCE

I, John F. Salopek, Esquire, do hereby certify that Simoni’s precise residence is 4008 Fairway Drive, Aliquippa, PA 15001.

Date: _____

JOHN F. SALOPEK, ESQUIRE

**TOWNSHIP OF HOPEWELL
Beaver County, Pennsylvania
BOARD OF COMMISSIONERS
WORKSHOP MINUTES**

July 11, 2011
Meeting in Session at 6:32 p.m.

6:32pm: Workshop Meeting Called to Order by Mr. Bufalini and that the meeting will be recorded

ROLL CALL

President

Richard Bufalini

Vice President

Norm Kraus

Commissioners

Nick DiPietro

Joe Kusnir

Brian Rohm

Others Present

Andy Brunette, Township Manager/Controller

Marie Stratakis-Hartman, Township Engineer

Mark Faiella Park Board President

6:37pm A presentation was given by the company Abender for implementing solar power and new lighting at the Township's Raccoon Sewage Treatment Plant.

7:14pm **ENGINEERS REPORT** Marie Stratakis-Hartman (Report on File)

8:06pm **CITIZEN COMMENTS PERTAINING TO THE BUSINESS AGENDA**

8:39pm **CITIZENS FORUM**

Linda Helms Director of the Aliquippa Memorial Library

Mrs. Helms as director of the library wanted to introduce herself to the Board and gave an update on the current programs that the library offers. Mrs. Helms also wanted to thank the Board for the continual support of the Aliquippa Library. Mrs. Helms also informed the Board that she is currently working with the Township Manager and Recreation Director to bring more services to our youth camps and park recreation. Mrs. Helms plans to send staff to the children camps for story time as well as providing movies in the Park during the summer.

8:06pm **BUSINESS AGENDA**

Mr. Kusnir Motion to approve the Workshop Minutes of June 13, 2011

Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Absent

Mr. Kraus Absent

Mr. Bufalini Yes

Motion Carried

Page 2, July 11, 2011 Workshop Meeting Minutes

Mr. Kusnir Motion to approve the list of bills dated for July 11, 2011
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. Kusnir Motion to approve Garvin, Boward and Beitko invoices 10065E, and 10065D in the amounts of \$8,854.55, and \$5,270.25 respectfully for Laird Drive engineering services rendered between May 14th 2011, and July 6th 2011.
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. DiPietro Motion to approve Hopewell Fatima's Athletic Department use of Hopewell Community Park for its Cross Country program for home meets on September 1, 2011 and September 21, 2011 for the 2011 fall season
Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. Kusnir Motion to approve Carmen Paliotta Contracting Invoice 117 payment request No. 1 for Laird Drive Soldier Beam construction in the amount of \$231,600.00
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. DiPietro Motion to approve Resolution R- 2011-20 approving the installation and maintenance of a small flow treatment facility on property 1264 and 1266 Gringo owned by Jason M. Simoni and Gary and Sandra D'Alessandris. Condition upon both property owners executing a small flow treatment facility maintenance agreement as well as a sewage easement agreement, and recording both agreements at the recorder of deeds

Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Motion Carried

Mr. DiPietro Motion to approve Resolution R-2011-21 for plan revision for new land development for Jason Simoni and Gary and Sandra D'Alessandris for their small flow facility treatment plant for D.E.P. submission

Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Motion Carried

8:51 pm **ITEMS FOR DISCUSSION**

All items for discussion in regards to engineering were addressed in the engineers report and are on file at the Township Building.

Mike Jones updated the Board on the site visit date for the drilling site visit. The visit will take place on July 26, 2011. Mike advised the Board that he will be setting up a meeting with Mr. Betters in regards to his subdivision submittal on July 25, 2011. Mike gave the manager the release maintenance agreements for McKenna Drive residents for signing. Mr. Jones passed out the no parking on the streets around the school ordinance for review. Mike Jones talked about exercising the option year with Waste Management garbage contract for 2012. The manager explained to the Board that Waste Management agreed that the Township's 2012 garbage rates will remain the same total cost that was paid in 2011. Waste Management in 2012 will pick-up grass and leaves at the curb for the residents under this agreement. Mr. Jones also discussed the issue of blighted properties within the Township and what the Township could do to address the blighted properties without adopting a property maintenance code ordinance.

Mr. Bates explained to the Board that the proper demo permit application has been submitted to demo the Duncan property.

The Manager advised the Board that he spoke with People's Natural Gas and they agreed to pave half of the road on Sharon Grange Road, because they were in violation of our current street opening ordinance. If the road does not get paved it then would be turned over to the Township Solicitor.

Park Board President Mark Faiella explained to the Board about his wishes to change the vending company from Ski's Vending to Eclipse Vending. Mark also explained the numerous problems he has had with Ski's vending at the Park.

The Board decided to table the planning Board vacancy position at this time.

Page 4, July 11, 2011 Workshop Meeting Minutes

Mr. DiPietro Motion to approve solicitor Mike Jones to advertise ordinance 2011-06 establishing parking restriction on certain Township roads
Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. Kusnir Motion to approve the option year with Waste Management for 2012 to pick-up municipal waste and yard waste at the curb based on the total cost expensed at the end of 2011
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. DiPietro Motion to authorize the executing of a storm water and best management practices operating and maintenance agreement with DG Strategic 2 LLC (Dollar Store)
Mr. Bufalini Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. DiPietro Motion to execute a development improvement agreement with Zeremba Development LLC (Dollar Store)
Mr. Bufalini Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

Mr. Kusnir Motion to approve changing vending companies from Ski's Vending to Eclipse Vending effective August 1, 2012, as recommended by the Park Board unanimously
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent

Mr. Kraus Absent
Mr. Bufalini Yes
Motion Carried

8:46pm CITIZENS FORUM

Linda Helms Director of the Aliquippa Memorial Library

Mrs. Helms dropped off the annual report for the Library and other miscellaneous items as well as telling the Board about a magician that they will be having at the Library Saturday afternoon on July 30, 2011. Mrs. Helms said the library had a booth at Parkfest and had a wonderful time passing out literature to residents.

8:47pm NEW BUSINESS None

9:47pm OLD BUSINESS None

9:50pm EXECUTIVE SESSION IN

10:40pm EXECUTIVE SESSION OUT

Mr. Kusnir Motion to accept the resignation of Recreation Director Nancy Pajak effective July 12, 2011 paying Ms. Pajak the last two weeks in July as vacation pay
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Mr. Kusnir Motion to temporarily upgrade Jason Heyman as Recreation Camp Director at a rate of \$12.00/hour until July 29, 2011
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Mr. DiPietro Motion to authorize the advertisement for position of Hopewell Township Recreation Director
Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Mr. Kusnir Motion to authorize the advertisement for position of Hopewell Township part-time public works employee at a rate of \$13.40/hour
Mr. Bufalini Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

Mr. Kusnir Motion to temporarily upgrade to full-time Public Works Employee Dave Alexander at his current rate
Mr. DiPietro Second the motion

Roll Call Vote:

Mr. DiPietro Yes
Mr. Kusnir Yes
Mr. Rohm Absent
Mr. Kraus Absent
Mr. Bufalini Yes

10:45m **ADJOURNMENT**

Mr. Kusnir Motion to adjourn
Mr. DiPietro Second the motion
Voice Vote: All in favor
Motion Carried

Minutes Recorded by: Andy J. Brunette 07/11/11
Minutes Prepared by: Andy J. Brunette 07/3/11

**HOPEWELL TOWNSHIP
SFTF MAINTENANCE AND ESCROW AGREEMENT**



This Agreement is made this 20th day of July, 2011, by and between Hopewell Township, Beaver County, Pennsylvania, hereinafter referred to as "Hopewell", and Jason M. Simoni (Beaver County Tax Parcel No. 65-213-0123.000) and Gary and Sandra D'Alessandris (Beaver County Tax Parcel No. 65-213-0122.000) hereinafter referred to as "Landowners".

WHEREAS, Landowners warrant that they are the owners of parcels of land situate in Hopewell Township, Beaver County, Pennsylvania, more particularly described as Jason M. Simoni (Beaver County Tax Parcel No. 65-213-0123.000) and Gary and Sandra D'Alessandris (Beaver County Tax Parcel No. 65-213-0122.000) and;

WHEREAS, Landowners have requested that Hopewell Township amend the Official Sewage Facilities Plan to permit installation of a Small Flow Sewage Treatment Facility to serve the parcels described above, subject to the following provisions:

1. The execution of a Maintenance Agreement, without a termination date, with an individual, firm, or corporation experienced in the operation and maintenance of sewage treatment systems providing for the maintenance, performance, testing, and reporting of a Small Flow Sewage Treatment Facility (SFTF) in accordance with the standards of the Department of Environmental Protection (DEP);

2. Establishing an escrow fund with Hopewell Township to guarantee funds necessary to provide for operation and maintenance of the SFTF in the event of Landowners default;

NOW, THEREFORE, for and in consideration of the covenants contained herein, Landowners hereby covenant and agree as follows:

1. No improvements, hereinafter referred to, in connection with this project shall commence until the Small Flow Sewage Treatment Facility (SFTF) has been approved by the Pennsylvania Department of Environmental Protection (DEP).

HOPEWELL TOWNSHIP
SFTF MAINTENANCE AND ESCROW AGREEMENT

2. On a semi-annual basis, an inspection shall be made by a licensed inspector retained by the Landowners. The inspection shall include the testing of effluent discharged as required by the Department of Environmental Protection (DEP) and the preparation and filing of reports as may be required by the Department of Environmental Protection (DEP). Each report required to be filed with the Department of Environmental Protection shall also be filed with Hopewell Township.

3. The Landowners shall make any and all repairs or replacements of any parts or all the system required by the inspection reports. In the event Landowners fail to make said repairs within fourteen (14) days of any notice that the SFTF is malfunctioning, Hopewell Township may have said repair or replacement made at the cost and expense of the Landowners.

4. The Landowners, upon execution of this Agreement, shall deposit the sum of Five Thousand (\$5,000.00) Dollars with Hopewell Township which may be held by Hopewell Township in Hopewell Township's name and said sum may be used by Hopewell Township to effectuate any necessary repair, inspection, replacement or maintenance of the SFTF at the sole discretion of Hopewell Township. Should the escrow account fall below Five Thousand (\$5,000.00) Dollars, Landowners shall deposit sums necessary to bring the account to Five Thousand (\$5,000.00) Dollars within fourteen (14) days of written demand by Hopewell Township. Landowners further grant unto Hopewell Township the right to enter (an easement) the property for the purpose of repairing, inspecting, or maintaining the SFTF as necessary for that purpose.

In consideration of the ongoing administrative, technical and legal expenses incurred by Hopewell Township in connection with the establishment of this Agreement, the escrow fund shall be held by Hopewell Township in an interest bearing account with all interest generated by the account to be paid to Hopewell Township for said expenses.

On the fifth anniversary of the date of this Agreement and every five years thereafter, the Authority may increase the amount required to be in escrow fund by up to 10%, if the Hopewell Township Engineer had provided a written opinion to Hopewell Township setting forth the reasons why the existing escrow account is insufficient to cover the anticipated costs of maintenance, repair, inspection, and/or replacement.

HOPEWELL TOWNSHIP
SFTF MAINTENANCE AND ESCROW AGREEMENT

Nothing contained herein shall diminish Hopewell Township's right to bring legal action against the Landowners for reimbursement or lien against the Landowners and/or the properties for any expenses incurred by Hopewell Township in connection with the SFTF in excess of the funds deposited in escrow.

5. The Landowners shall be responsible for the removal of any sludge or solids as required by the Department of Environmental Protection (DEP) and shall, upon the written request of Hopewell Township, provide within fourteen (14) days an agreement with a licensed hauler for such removal and with receiving facility when necessary.

6. It is expressly agreed that this Agreement shall be recorded in the Recorder of Deed's Office and shall be binding upon the Landowners, Landowner's heirs, any party acquiring title to said property covered by the Plan, and shall assume all of the duties and obligations set forth hereunder as to said property. In the event the property is sold or title is transferred in any way, Landowners shall provide Hopewell Township with written acknowledgement by the new Landowners of the terms of this Agreement.

7. It is expressly understood and agreed that nothing contained herein shall be construed to waive or affect or alter any requirements of the zoning, land use and development, subdivision, or any other ordinance or regulations of Hopewell Township and nothing contained herein empowers any Hopewell Township officer or employee to waive any other requirements of Hopewell Township.

8. Landowners, for themselves, their heirs, administrators, successors and/or assigns, shall at all times hold Hopewell Township harmless of any claims, suits, legal expenses, judgments which any adjoining property owner may bring against Hopewe;; Township or against Hopewell Township officials and employees.

9. The Landowners shall reimburse Hopewell Township for the cost of the preparation of this Agreement, the cost of recording this Agreement, and any engineering fees, legal fees, and/or inspection fees.

10. If for a period of over two (2) years the properties are abandoned or not inhabited or used so as to generate sewage, or if the properties become sewered so as to not require the SFTF, Hopewell Township may discontinue the escrow fund and shall, upon such discontinuance, distribute the escrow fund as follows:

HOPEWELL TOWNSHIP
SFTF MAINTENANCE AND ESCROW AGREEMENT

- A. The balance remaining in the escrow fund less interest shall be returned to the Landowners, subject however to the provisions set forth below in Subparagraph B.
- B. In the event the properties become sewerred, the balance within the escrow fund may be applied by Hopewell Township against any tap-in fees or assessments due Hopewell Township as a result of the property being sewerred.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be legally bound.

WITNESS:

Wendy Kasunic

Wendy Kasunic

Wendy Kasunic

LANDOWNERS:

Jason M. Simoni
Jason M. Simoni
Beaver County Tax Parcel No. 65-213-0123.000

Gary D'Alessandris
Gary D'Alessandris
Beaver County Tax Parcel No. 65-213-0122.000

Sandra D'Alessandris
Sandra D'Alessandris
Beaver County Tax Parcel No. 65-213-0122.000

HOPEWELL TOWNSHIP

Andy J. Brunette
Andy J. Brunette, Manager/Controller

Richard Bufalini
Richard Bufalini, President
Hopewell Township Board of Commissioners

(SEAL)



