

RESOLUTION R-2013-01

**A RESOLUTION OF THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY,
PENNSYLVANIA ESTABLISHING A STANDARD APPLICATION FEE FOR
ON-LOT SEWAGE DISPOSAL SYSTEM PERMITS**

BE IT RESOLVED by the Board of Commissioners of the Township of Hopewell, a Municipal Corporation situated in the County of Beaver and the Commonwealth of Pennsylvania, and it is hereby resolved:

SECTION 1 That the fee of Seven Hundred Fifty dollars \$750.00 is hereby adopted as the standard fee for the issuance of an on-lot sewage disposal permit.

SECTION 2 It is hereby declared that the intent of this fee is to defray the costs involved in reviewing the application and undertaking the required testing procedures as administered by the Sewage Enforcement Officer (SEO).

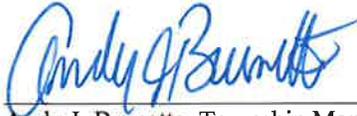
SECTION 3 Resolution No.R2012-01 and any Resolution or any provision of any Resolution conflicting with the fee herein established is hereby repealed to the extent that said fee is inconsistent with the fee established by this Resolution.

THIS RESOLUTION shall be effective January 14, 2013

APPROVED BY THE BOARD OF COMMISSIONERS THIS 14TH DAY OF JANUARY 2013.

ATTEST:

Board of Commissioners
Hopewell Township



Andy J. Brunette, Township Manager



Norm Kraus Jr., President Board of Commissioners

(seal)

DANIEL C. BAKER ASSOCIATES, INC.

CONSULTING ENGINEERS
SURVEYORS AND PLANNERS

6056 TUSCARAWAS ROAD BEAVER, PENNSYLVANIA 15009-9552

(724) 495-7020 FAX: (724) 495-2594

E-mail: dcbaker@usaor.net

December 6, 2012

Mr. Andy Brunette
Hopewell Township Manager
1700 Clark Boulevard
Aliquippa, PA 15001

Subject: 2013 S.E.O. Services
Reappointment Request

Dear Mr. Brunette:

For the consideration of the Township Board of Supervisors, Daniel C. Baker Associates, Inc. (D.C. Baker, Inc.) is pleased to submit this letter as our formal application to provide Sewage Enforcement Officer Technical Services for the Township for the calendar year 2013. We request the appointment of Craig A. Baker, S.E.O., and Michael J. Groves, S.E.O., both employed by D.C. Baker, Inc.

If a potential conflict should occur, we also request the appointment of alternates James Harvey, S.E.O., Jeffrey D. Winkle, S.E.O., and Ronald R. Andrasko, S.E.O., not employed by D.C. Baker, Inc.

As your Technical Services Provider Firm, we will continue to perform services requested by the Township under the Pennsylvania Sewage Facilities Act and its standards for on-lot sewage disposal facilities. These services may include such items as:

- Perform soil probe analysis
- Prepare soil descriptions
- Perform soil percolation testing
- Review technical designs of on-lot sewage disposal facilities
- Review sewage facilities planning modules
- Perform dye tests
- Special studies or reports
- Issue or deny permits
- Perform inspections
- Attendance at meetings if requested
- Take other actions necessary to administer and enforce Section 7 of the Act (35 P.S. § 750.7)
- Other miscellaneous tasks required to support the Township's operations.

The Pennsylvania Department of Environmental Resources (DEP) has notified DCB, Inc. that in order to adequately enforce the permitting provisions of the Act 537 Sewage Facilities Program, that additional site inspections and administrative tasks are now required. The new requirements involve the permitting,

Daniel C. Baker Associates, Inc.
Sewage Enforcement Officer Technical Services
December 6, 2012

installation and approval of all on-lot sewage disposal systems. DEP has directed, at a minimum, that administrative tasks be conducted that involve: (1) development and implementation of a log/action list for every site; (2) development of permit language; and (3) notification that the owner/installer must contact the S.E.O. for a site inspection for the following events:

- Pre-construction site inspection after stake-out of system site
- Interim construction inspection
- Final inspection

In order to comply with the new requirements, our fees for sewage enforcement officer technical services have been adjusted based upon the necessary technical labor and equipment costs. The standard fees and hourly rates are listed under Exhibit "A"; plus reimbursement of subcontract costs and other reimbursable expenses such as laboratory testing, postage, reproduction, etc.

The attached list of fees and charges will be effective January 1, 2013 until December 31, 2013.

By appointing D.C. Baker, Inc. as your technical services provider firm and by appointing Craig A. Baker, and Michael J. Groves, as Sewage Enforcement Officers, it is understood and agreed that the Sewage Enforcement Officer technical services performed by D.C. Baker, Inc. shall be subject to the attached General Terms and Conditions.

We wish to express our appreciation to the Township for the opportunity to serve as the Township consultant; and, we look forward to continuing this relationship for many years to come.

Respectfully submitted,

DANIEL C. BAKER ASSOCIATES, INC.



Craig A. Baker, P.E., P.L.S., S.E.O.
President

CAB/caf

Enclosure

EXHIBIT "A"
PENNSYLVANIA SE WAGE FACILITIES PROGRAM FEE GUIDE
OF
TECHNICAL SERVICES
FOR
ON-LOT SE WAGE DISPOSAL FACILITIES

EFFECTIVE DATE JANUARY 1, 2013 - DECEMBER 31, 2013

The following schedule of fees and charges will be invoiced to the Municipality for all permits issued or denied relative to the installation of all on-lot sewage disposal systems and on site investigation performed under the provisions and requirements of the Pennsylvania Sewage Facilities Act and its pertinent regulations.

1	New Systems (Single Family) Not Previously Tested & Repair Or Replacement Of Residential (Single Family Systems)	
	A <u>Site inspection and four (4) deep pit soils analyses per lot with reports on Form ER-BCE 128</u>	\$ 375.00
	B Each additional deep pit soils analysis & report	\$ 60.00
	C <u>Percolation test (6 Hole Perc Test) with report on Form ER-BCE 128</u>	\$ 375.00
	D Review of system design, permit issuance or permit denial	\$ 125.00
	E.1 Pre-Construction site inspection.....	\$ 140.00
	E.2 Interim Construction inspection.....	\$ 140.00
	E.3 Final Inspection - if system passes inspection	\$ 140.00
	F Additional Inspection – if system fails any inspection	\$ 140.00/ inspection
	G Repair permit not requiring soil analysis or percolation test (failed septic tank, distribution box, crushed pipe); includes site investigation	\$ 400.00
	H Trip charge for unprepared site	\$ 85.00
2	New Systems (Commercial & Multi-Family) Not Previously Tested & Repair Or Replacement Of Commercial Or Multi-Family Systems	
	A On-site inspection and four (4) deep pit soil analyses with reports on Form ER-BCE 128...	\$ 400.00
	B Each additional deep pit soil analysis & report	\$ 60.00
	C Percolation test (6 Hole Perc Test) with report on Form ER-BCE 128	\$ 400.00
	D Review of system design, permit issuance or permit denial.....	\$ 195.00
	E.1 Pre-Construction site inspection	\$ 165.00
	E.2 Interim Construction Inspection	\$ 165.00

	F	Final Inspection - if system passes inspection	\$ 165.00
	G	Additional Inspection – if system fails any inspection	\$ 165.00/ inspection
	H	Repair permit not requiring soil analysis or percolation test (failed septic tank, distribution box, crushed pipe); includes site investigation.....	\$ 425.00
	I	Trip charge for unprepared site	\$ 85.00
3		Holding Tanks	
	A	A site inspection	\$ 240.00
	B	Review system design, review Township/Borough Ordinance, establish escrow account, establish pumping schedule, confirm disposal site has a DEP permit, permit issuance or denial.....	\$ 170.00
	C	Final Inspection - if system passes inspection	\$ 140.00
	D	Additional Inspection – if system fails any inspection	\$ 140.00/ inspection
4		Privies (Inspection, Report & Permit)	\$ 230.00
5		Renewals and Transfers (Each)	\$ 120.00
6		Component I Planning Module For Land Development (Minor Subdivision - Ten (10) Lots or Less)	
	A	On site inspection and four (4) deep pit soil analyses per lot with reports on Form ER-BCE 128	\$ 375.00
	B	Percolation test (6 hole perc test) with report on Form ER-BCE 128, per lot	\$ 375.00
	C	Each additional deep pit soil analysis and report	\$ 60.00
	D	Visual inspection of the residual tract facilities when there is an existing septic system on the residual tract and completion of Component I, Section H.3	\$ 105.00
	E	Dye test of residual parcel dwelling (if required to verify compliance with PA Code)	\$ 195.00
	F	Planning Module Review (Includes one (1) Lot & residual parcel). Each additional lot \$20.00 per lot or parcel	\$ 150.00
	G	Prior testing approval including site investigation and completion of DEP Form Appendix B.....	\$ 460.00/ Lot
7		Verification Of Prior Testing	
	A	Prior testing approval including site investigation and completion of DEP Form Appendix “B”	\$ 460.00/ Lot
8		Request for Planning Waiver & Non-Building Declaration	
	A	Site inspection of the residual tract facilities when there is an existing septic system on the residual tract and completion of Section C	\$ 70.00/Hr

9	Connect to Existing On-Lot Sewage Disposal System for §72.22(h)	
	A Connect to existing on-lot sewage disposal system including site inspection, and agreement	\$ 500.00
10	Alternate & Experimental Systems	
	A Review of system design, permit issuance or permit denial	\$ 70.00/Hr
	B.1 Pre-Construction site inspection (required stake-out of system)	\$ 140.00
	B.2 Interim Construction inspection.....	\$ 140.00
	B.3 Final Inspection - if system passes inspection	\$ 140.00
	C Additional Inspections – if system fails any inspection	\$ 140.00
11	Planning Module For Land Development (Component II)	
	(More Than Ten (10) Lots)	
	A On large developments the Applicant may secure a qualified consulting soil scientist to provide soils information and secure other qualified persons to perform percolation tests and provide all plans and information in accordance with the requirements of the Planning Module. All on site inspections for observation and review of plans and reports relevant to Planning Module Component II	\$ 70.00/Hr
12	Municipal Request:	
	Inspection for complaints, preparation & attendance at appeal hearings, preparation of notice of inspections, preparation of reports & citations & attendance at Magistrate’s Office for hearings ..	\$ 70.00/Hr
13	Miscellaneous Professional Services	
	Second review of design drawings when first submittal is not prepared in accordance with code, second review of planning module, ten acre exemption inspection, and additional site visit made at Owner’s request, revoke permits, connect to existing system, etc.	\$ 70.00/Hr
14	Reconstructive Planning:	
	Plan and deed research, site inspections, project communications, etc. for existing lots in subdivisions where a sewage facilities planning module was not approved by DEP or documentation of such approval is not available	\$ 70.00/Hr
15	Soil Retesting as required by the PA D.E.P.	
	Retesting of soils for on-lot septic system sites as necessary when required by the DEP	\$ 70.00/Hr
16	Administrative Assistant	\$ 40.00/Hr

Hourly Rate for Field Work is from Portal to Portal

DANIEL C. BAKER ASSOCIATES, INC.
GENERAL TERMS AND CONDITIONS FOR SERVICES
SEWAGE ENFORCEMENT OFFICER TECHNICAL SERVICES

The terms and conditions set forth below govern services requested by Owner ("Township of Hopewell") as described and set forth in the Proposal of **Daniel C. Baker Associates, Inc.** ("Engineer") attached hereto Work Authorization issued by Owner or other Agreement between Engineer and Owner. The provisions of said Proposal and Agreement govern the scope of services to be performed, including the time schedule, compensation, and any other special terms. The terms and conditions contained herein shall apply unless expressly stated to the contrary by consent of Engineer and Owner within said Proposal or Agreement.

ARTICLE 1 – INVOICES AND PAYMENTS

1.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit "A", unless otherwise requested by the Owner, Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

1.02 *Compensation*

- A. Owner agrees to compensate Engineer in accordance with Engineer's price proposal or published rate schedules in effect on the date when the services are performed. Copies of the schedules currently in effect are attached hereto. As to those services for which no schedule exists, Engineer shall be compensated as set forth in any amendment executed pursuant to this Agreement.

1.03 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1 ½ % per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit "A".

ARTICLE 2 – OPINIONS OF COST

2.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

2.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 3 – GENERAL CONSIDERATIONS

3.01 *Standards of Performance*

- A. The standard of care for all technical services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Subject to the standard of care set forth in Paragraph 3.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Owner subject to the standard of care set forth in Section 3.01.D with applicable Laws and Regulations and Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Owner warrants that: it will provide to Engineer all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; it will provide all licenses and permits required for the work; all work which it performs shall be performed in accordance with generally accepted professional practices; and it has title to or will provide right of entry or access to all property necessary to perform the work.

3.02 *Construction Phase*

- A. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- B. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

3.03 *Use of Documents*

- A. All Documents are instruments of service in respect to the Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project.

3.04 *Insurance*

- A. Engineer, during performance or services or work under this Agreement, will at its own expense carry Workmen's Compensation Insurance/Employer's Liability Insurance within limits required by law; Comprehensive General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Owner's request, Engineer shall provide a Certificate of Insurance demonstrating Engineer's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be cancelled at least ten (10) days after written notice to Owner.

3.05 *Safety Responsibility*

- A. Engineer is not responsible for any safety precautions or programs of the Owner or any contractors working on the Project except for the safety of Engineer own employees.

3.06 *Suspension or Termination*

- A. In the event the work is terminated or suspended by the Owner prior to the completion of the Agreement, Engineer shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension.

3.07 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the project is located.

3.08 *Legal Cost, Permits, Fees, Etc.*

- A. The Owner shall furnish or compensate Engineer for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by Engineer.

3.09 *Indemnification*

- A. Except as stated below, Engineer shall indemnify and save harmless the Owner from claims, losses, lawsuits or expenses caused directly by Engineer's sole negligent errors or omissions in the performance of Engineer's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances in the Project, including removal, disposal or cleanup or environmental liability, the Owner shall indemnify, save harmless and defend Engineer from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of Engineer's services, or claims against Engineer arising from work or others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

3.10 *Limit of Liability*

- A. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000.00 or the total amount of compensation received by Engineer, whichever is greater.

3.11 *Compliance with Law*

- A. Engineer shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

3.12 *Severability*

- A. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Sections 1.01.A, 1.02.A, 1.03.A, 1.03.B, 1.03.C, 1.03.D, 2.01.A, 2.02.A, 3.01.A, 3.01.B, 3.01.C, 3.01.D, 3.01.E, 3.01.F, 3.02.A, 3.02.B, 3.02.C, 3.03.A, 3.04.A, 3.05.A, 3.06.A, 3.07.A, 3.08.A, 3.09.A, 3.10.A, 3.11.A, 3.12.A TAKEN FROM THE Engineers Joint Contract Documents Committee ("EJCDC) per License Agreement Dated October 21, 2008

1-8-2019
1:08 PM

NOT INTERESTED - PUBLISHING AND CEMETERY SEE US ABOUT EXPLORE - DUE TO AGE
IF BOOKING UP D.C. BAKER - FEES WILL BE THE SAME, WILL FULFILL FOR US ALSO

Beaver	01157	Harvey Jr	James	3726 Green Garden Rd	Alliquippa	PA	15001-1030	(724) 375-9149	1	6/30/2014
Beaver	02653	Baker	Craig	6056 Tuscarawas Rd	Beaver	PA	15009-9549	(724) 495-7020	1	6/30/2014
Beaver	02600	Winkle	Jeffrey	3921 Ridge Rd	Alliquippa	PA	15001-5819	(412) 776-4806	1	6/30/2014
Beaver	03273	Groves	Michael	1705 Brighton Rd	Ellwood City	PA	16117-3404	(724) 752-3755	1	6/30/2014
Beaver	03486	ROBINSON	RONALD	246 MOWRY RD	MONACA	PA	15061-2224	(724) 728-2688	1	6/30/2014

NOT IN SERVICE

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

January 14, 2013
Meeting in Session at 6:30 p.m.

6:30pm: Workshop Meeting Called to Order by Mr. Kraus and that the meeting will be recorded

ROLL CALL

President

Norm Kraus Jr.

Vice President

Rich Bufalini

Commissioners

Nick DiPietro

Joe Kusnir

Brian Rohm Arrived 6:34pm

Others Present

Andy Brunette, Township Manager/Controller

Marie Stratakis-Hartman, Township Engineer

Mike Jones Township Solicitor

6:32pm ENGINEERS REPORT Marie Stratakis-Hartman (Report on File)

6:58pm EXECUTIVE SESSION IN

7:30pm EXECUTIVE SESSION OUT

7:32pm CITIZEN COMMENTS PERTAINING TO THE BUSINESS AGENDA NONE

7:32pm BUSINESS AGENDA

Mr. Bufalini Motion to approve the Workshop Minutes of December 10, 2012
Mr. Rohm Second the motion

Roll Call Vote:

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

Motion Carried

Mr. Kusnir Motion to approve the list of bills dated January 14, 2013
Mr. DiPietro Second the motion

Roll Call Vote:

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

Motion Carried

Mr. Kusnir Motion to approve Resolution R-2013-01 establishing a standard application fee for on-lot sewage disposal system permits

Mr. Rohm Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Yes

Mr. Bufalini Yes

Mr. Kraus Yes

Motion Carried

Mr. Rohm Motion to approve Resolution R-2013-02 authorizing the destruction of Township records from the year 2005

Mr. Bufalini Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Yes

Mr. Bufalini Yes

Mr. Kraus Yes

Motion Carried

Mr. Kusnir Motion to approve payment No. 3 to Lone Pine Construction, Inc. in the amount of \$163,495.87 for the Raccoon Creek WPCS Aeration Systems Upgrade per budget line item 19-449-002

Mr. Bufalini Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Yes

Mr. Bufalini Yes

Mr. Kraus Yes

Motion Carried

Mr. Bufalini Motion to approve a new 220 volt receptacle in the amount of \$995.00 from Weber Electric for the Raccoon Creek WPCS Aeration System per budget line item 19-449-002

Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Yes

Mr. Bufalini Yes

Mr. Kraus Yes

Motion Carried

Mr. DiPietro Motion to approve the electrical revisions to the VFDs and Blower Control Panel in the amount of \$5,970.57 as an addition to the Aeration Systems Upgrade Project. The work is to be completed by Lone Pine Construction as additional work

Mr. Kusnir Second the motion

Roll Call Vote:

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

Motion Carried

Mr. Bufalini Motion to approve a 5K run for the Margaret Ross P.T.A. The 5K route is on file at the municipal building. The 5K run is approved pending the P.T.A. organization providing volunteers for the necessary road closures and notification of all residents along the 5K route

Mr. DiPietro Second the motion

Roll Call Vote:

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

Motion Carried

7:37pm ITEMS FOR DISCUSSION

Mike Jones updated the Board that the new grading ordinance is still in the process with the zoning officer and engineer in being complete. Mr. Jones advised the Board that the property maintenance ordinance and the water meters ordinances are still being worked on. Mike has not been contacted by Westfield Towers in regards to their maintenance bond. Township Engineer Marie Hartman has sent a letter to them. The Township engineer will inspect the catch basin at the end of Golf Course Road to see if it is stilled clogged-up; if it is still clogged Marie will photograph and send to Jeff Lancas at PennDot. The delegates for 2013 Beaver County C.O.G. were discussed. The Board discussed the idea of resident Steve Robinson in putting closing the Depository on a referendum vote. Solicitor Mike Jones stated that by law the basis for a referendum has to be tied to a statutes and he is not aware of any statute that would provide for closing the Depository. Because this decision can be made without a vote then there is no need for this. The Board decided that since the revamping in 2012 of the Depository process and procedures it has been operating better and more efficient and that Board has no plans to close it.

Mr. Rohm Motion to appoint Commissioner Nick DiPietro as the 2013 primary C.O.G. delegate and Commissioner Rich Bufalini as the 2013 alternate delegate to the C.O.G.

Mr. Kusnir Second the motion

Roll Call Vote:

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

Motion Carried

7:48pm CITIZENS FORUM

Tom Rohm 225 Sharon Grange Road

Mr. Rohm discussed the stop-sign placement on Chestnut and Cedar as well as why the stop signs on the corner of Yale and Harvard were not removed during last year's road paving program. Township Engineer explained the ruling on that stop signs request and the safety committee position on that location. The Board also explained their position on stop sign issues of placement and removals. It was decided that in the spring the speed trailer will be positioned on Chestnut and Cedar in order to get speeding data. Mr. Rohm relayed a request from Mr. Babinsack

located at 5219 Webb Street that he has requested a speed limit sign to be installed on his property. The manager advised Mr. Rohm that this would be taken care of and the sign would be installed.

Bob Years 100 Grace Lane

Mr. Years was there to discuss the PennDot Veasey Road right-of-way. Mr. Years expressed concerns that residents are speeding hazardously on the portion of the PennDot right-of-way. Mr. Years stated that he has called the Police and reported the situation but to no avail. Mr. Years asked the Board to consider backing him if he closed the right-of-way and was able to receive an excavation permit for excavating that area. The Township's position was that it is strictly a private property issue between him, PennDot's right-of-way and the other residents on that right-of-way and that the Township has no authority to do anything at this location and will not support any action on Veasey Road. This is a PennDot right-of-way and strictly a State issue and that he must wait until PennDot makes a determination.

8:35pm NEW BUSINESS

Commissioner Rohm

Mr. Rohm advised the Manager that there are two street lights on Kane Road that are out, and that they are located on the corner of Steuyer and Kane and the corner of Bradbury and Kane Road. The Manager said that he would report it to Duquesne Light.

8:36pm OLD BUSINESS None

Solicitor Mr. Jones updated the Board on the seismic testing that is being solicited within the Township. Mr. Jones presented the Board with a resolution and application for review for permission to conduct seismic testing within Hopewell Township. This was an extensive discussion and will be continued at the next meeting.

9:02pm EXECUTIVE SESSION IN

10:00pm EXECUTIVE SESSION OUT

Mr. Bufalini Motion to approve the disability retirement of Assistant Police Chief Gary Tranelli effective January 14, 2013 contingent on certification from his doctor
Mr. Rohm Second the motion

Roll Call Vote:

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

Motion Carried

Mr. Kusnir Motion to eliminate the position of Assistant Police Chief due to financial and operational considerations
Mr. DiPietro Second the motion

Roll Call Vote:

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

Motion Carried

Mr. Bufalini Motion to approve the marketing contract with BrandMill marketing firm at a cost of \$60,000.00 and approving payment of the first draw in the amount of \$20,708.00 per budget line items 1-405-465 and 1-405-480

Mr. Kusnir Second the motion

Roll Call Vote:

Mr. DiPietro Yes

Mr. Kusnir Yes

Mr. Rohm Yes

Mr. Bufalini Yes

Mr. Kraus Yes

Motion Carried

10:05pm

ADJOURNMENT

Mr. Kusnir Motion to adjourn

Mr. Bufalini Second the motion

Voice Vote: All in favor

Motion Carried

Minutes Recorded by: Andy J. Brunette 01/14/13

Minutes Prepared by: Andy J. Brunette 01/16/13