

FALLOWFIELD TOWNSHIP BOARD OF SUPERVISORS
Regular Meeting
June 29, 2016

Call to Order:

Supervisor Caldwell called the meeting to order at 6:00 p.m. prevailing time and led the Pledge of Allegiance.

Roll Call:

Fallowfield Township Supervisors met for the June 29, 2016, regular monthly meeting @ 6:00 p.m., at the Fallowfield Township Municipal Building, 9 Memorial Drive, Charleroi, Pa. Present where Supervisor Wilbur Caldwell, Supervisor Earl Sadler, and Supervisor Bruce C. Smith, Secretary/Treasurer, Karen Talbert and Solicitor Thomas P. Agrafiotis. At 6:01 p.m. Supervisor Caldwell announced that the Board was going into a brief executive session. The Board returned at 6:08 p.m. and stated that the purpose of the meeting was to discuss a union issue. Supervisor Caldwell stated that at the end of the Agenda Meeting (June 20, 2016) an Executive Session was held with regard to a litigation matter.

Approval of the Agenda:

Supervisor Caldwell asked if there were any corrections or additions to the Agenda. Supervisor Sadler said yes as to Item H., open bids from architects on maintenance building office, change room, lunch room and optional building extension, these are not bids, they are design estimates. He further stated that you can't have open bids if you did not bid something out. Supervisor Caldwell said, are you sure it is a design estimate because we did ask them how much it would cost to do it. Supervisor Sadler said they can't do the job, we would have to bid that out, they are designing the building. Supervisor Caldwell asked how Supervisor Sadler wanted it worded and Supervisor Sadler replied, open design estimates from architects.

Supervisor Sadler said Item B under New Business – appoint Wilbur Caldwell project manager of the Fallowfield Township Park and Recreation Refurbishment Program, where did this come from, we didn't actually discuss this. Supervisor Caldwell said it came up at the Agenda meeting and I just put my name in there as part of it, if we do not want to do it, we don't have to. Supervisor Caldwell stated that he thought this should be discussed under New Business and did not think it should be discussed at this point in the meeting. Supervisor Sadler said it should be stopped right now because you are creating a new position when, Tom (Solicitor) see if I am right on this, we are creating a new position where we know nothing about it, what the stipulations are or anything of that nature, am I not right. Solicitor Agrafiotis said you mean when we do a Resolution to create a formal position? Supervisor Sadler, yes. Solicitor Agrafiotis stated I understand what you are saying but I am not sure this is going to be a permanent position with the Township.

Supervisor Sadler said let's say that later on in life, that none of us are in this position, and that position is there and there is nothing in writing stating what is involved in it, you understand me. Supervisor Caldwell said this is what we said at the Agenda Meeting, that we need to get

away from the committees, trying to do this park refurbishment and have one individual going between the two boards, everybody is tied up and busy and we can't get anything done. Supervisor Sadler asked if this was brought up with the committee (Parks and Recreation). Supervisor Caldwell stated that they have not met and that is part of the problem. Supervisor Sadler shouldn't it be them that tries to do something of this nature and also that they say the person who is to be representing them, you understand me, something is not right with this.

Supervisor Caldwell said there is everything right with it, if we are going to get it done, we need someone. Supervisor Sadler said shouldn't that be in with the Park and Recreation By-Laws that we have, should this be added to it. Supervisor Caldwell stated that no one is taking anything away from the Park and Recreation Board, this is so someone can do the leg work to get the project done. Supervisor Sadler said I think it should be discussed, it does not seem right.

Supervisor Caldwell suggested that we take his name off, leave it on the Agenda and it will be debated and if we want to put someone else's name in there we can. Supervisor Sadler said this should be done at work session. Supervisor Caldwell said we are not going to wait till a work session, we just keep dragging this project further and further and further and it is well known that there are several people against the park refurbishment program and are going to do whatever it takes to block it. He further stated that every time this comes up and we have to try and work on something, there is some kind of delay or block.

Supervisor Sadler said I just feel that the Parks and Recreation people should be involved in it. Supervisor Caldwell said they are involved. Supervisor Sadler said you just said they weren't, you sat there and said you made this up. Supervisor Caldwell said first of all, the Parks and Recreation Board, there are several members of the board, one resigned, six want to do a good job, they want to be involved but the problem is that they are involved in a lot of other things like everybody else but in the meantime the park refurbishment program is suffering because they cannot get together at same time and it is tough to have a quorum, all I am saying is we thought. Supervisor Sadler said who is we, and Supervisor Caldwell said, me, Wilbur Caldwell. Supervisor Sadler said that is what I am trying to get at, it should be a Parks and Recreation committee, not just you, that is not fair.

Trey Tilghman from the Parks and Recreation Board spoke and said I have no problem with Mr. Caldwell doing this because all of us have jobs, all of us are coaching and it has been a terrible couple of months because we can't get together because we are all busy, that is one of the reasons we lost one of our members. Supervisor Sadler said, don't you think when you make a new position, Trey Tilghman said it is not a new position, it is just him meeting with representatives and coming out to the park. Supervisor Sadler said I never remember a position like this before. Trey Tilghman asked if the position was a paid position and Supervisor Caldwell replied, no. Trey Tilghman said then I see no problem with it.

Supervisor Smith said he (Supervisor Caldwell) could not really do it at the same level that you could do it without this because he is not technically a member of the park and recreation committee. Supervisor Smith said you guys could do it on your own without this and could decide amongst yourselves, if you had the time to do it, but since Supervisor Caldwell is not on the board, he could not do it without this being enacted. Supervisor Caldwell said the Parks and Recreation Board has no authority to purchase anything or do anything in the parks, they make a

recommendation to this Board and this Board has the authority as to what is done in that park. He said all that I am saying is that this position it allows, once the Board approves something, that person has the ability to go ahead and get people lined up to do it, send out the purchase orders and coordinate the delivery and installation of it, that is all this is about.

Supervisor Caldwell said we got the bleachers in and we have not been able to coordinate getting them up, I am just waiting for somebody to say, you got bleachers, why aren't they up when it is because we have not been able to coordinate anything and all I am saying is that I can coordinate and put it together and get some people up there and get it done. He further said, that is all it is and if it is a problem then just take it off.

Supervisor Sadler said I would just like the Parks and Recreation Board to make the recommendation that they have a position of this nature and then they bring it forward to the Board of Supervisors, not just one person on the board because now that is on record that you have that position so when he leaves this position is refilled by someone, you think what I am saying. Supervisor Smith said, it would not hurt for that recommendation to come from your group. Supervisor Caldwell said this is just another incident to delay the project and he stated he will remove Item No. B under New Business.

Supervisor Caldwell asked if there is anything else to add to the Agenda. Supervisor Smith replied, yes. He said I do not know if this is the proper time to do this but a lot of the items on the agenda require considerable fund expenditure, some of which is Act 13 and some is not, I would like to make a motion at this time to continue this meeting to a later date for further discussion on those expenditures until we have an agreement on where we are financially on Act 13 from inception to date as well as current Township financials. Supervisor Sadler said you want to block all the projects that are out for bid. Supervisor Smith said, not all, the final pay request to J5 Construction that should be paid and the general payment of bills can be included tonight. Supervisor Sadler, so you don't want to open any of the bids tonight? Supervisor Smith replied they can be opened but you do not have to award them. Supervisor Sadler said you might be delayed this year in getting a lot of your roads paved, and Supervisor Smith replied, then we should hurry up and have a financial review then, it is just a motion, it can be denied and the two of you can make a decision but I do not think it is right to spend funds that we do not agree are there. There was some discussion about the pending vacations of the Supervisors and it was decided that the continued meeting would be held on July 7, 2016, at 4:00 p.m. and that the financial meeting would be held on either July 5th or 6th. Supervisor Smith's motion to hold the continued meeting on July 7, 2016, at 4:00 p.m. was second by Supervisor Caldwell. Supervisor Caldwell called for discussion and Supervisor Smith stated that as we go through items on the normal agenda, we can decide item by item whether it will be acted upon tonight or at the continued meeting.

Solicitor Agrafiotis stated just for clarification sake when he (Supervisor Smith) said everybody is in agreement, he meant as to what the account balances are in those accounts and not in agreement as to passing or not passing a motion. Supervisor Smith said for public knowledge, we have changed accounting programs and the transfer has left some question as to not necessarily what was received but allocated and where they fall out in the accounting program and it is just a matter of reviewing them item by item and agreeing this is where we are moving forward. The system is in place moving forward but we need to agree that these are the numbers. Supervisor

Smith made a motion to approve the Agenda as amended, second Supervisor Sadler. Supervisor Caldwell called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

Supervisor Caldwell reported that a Special Meeting was held June 13, 2016, and an informational meeting was held June 28, 2016.

Approval of the Minutes:

Supervisor Caldwell asked if everyone had received a copy of the minutes of the May 25, 2016, regular meeting and all replied, yes. Supervisor Caldwell asked if there were any corrections or additions to the minutes of the regular meeting held on May 25, 2016, and if not, called for approval of the minutes. Supervisor Smith made a motion to accept the minutes of the regular meeting of May 25, 2016, second Supervisor Sadler. Supervisor Caldwell called for any discussion and there being none called for a roll call vote.

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

Supervisor Caldwell asked if everyone had received a copy of the minutes of the Special Meeting held June 13, 2016, and all replied, yes. Supervisor Caldwell asked if there were any corrections or additions to the minutes of the Special Meeting held June 13, 2016, and if not, called for approval of the minutes. Supervisor Smith made a motion to accept the minutes of the Special Meeting of June 13, 2016, second Supervisor Sadler. Supervisor Caldwell called for any discussion and there being none called for a roll call vote.

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

Approval of the Bills and Payroll:

Supervisor Caldwell called for any questions or comments regarding the list of paid bills and unpaid bills provided by the Secretary. Supervisor Sadler stated he had reviewed them and found everything to be in order and made a motion to approve the paid and unpaid bills from May, 2016, second Supervisor Smith. Supervisor Caldwell called for discussion and stated that he had one question, we had a \$700.00 bill in there for the F650 and asked if that is the same F650 we are trying to sell this month. Supervisor Sadler said yes, we had to replace the battery because it was dead and there were a couple other repairs we needed to make. Supervisor Caldwell called for a roll call vote.

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

Since the Solicitor's bill was submitted on the day of the meeting, Supervisor Smith made a motion to approve the payment of said bill in the amount of \$1,923.00, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

Correspondence:

Supervisor Caldwell had the following correspondence:

1. Letter from Constellation Energy asking if we were interested in looking into a different electric supplier.
2. EQT Activity report for June for the Mon Valley area.
3. Letter from the Washington County Redevelopment Authority regarding a seminar for elected officials on land bank assistance for municipalities in reducing blight.
4. Supervisor Caldwell reported that we had one letter come in from someone who was irate and was complaining about the condition of the property next to them and made the accusation that they had to sell their property for a lesser value because of that. Supervisor Caldwell stated that he had spoken to the Code Enforcement Officer about this matter and he said that was not the case and that the property had been made into reasonable condition and the grass had been cut. Solicitor Agrafiotis suggested stating the name of the person for the record. Supervisor Caldwell stated that the letter came from Pete Povich and was regarding 319 Fremont. He further stated that some of the problems with this property last year were because the property was in foreclosure and the bank was not cooperating.

Supervisor Smith stated that he had some correspondence to report. Supervisor Smith stated that at last month's Supervisor's meeting we had discussion and he promised to follow up on the dual EMS response. He stated that he reached out to Jeff Yates, Washington County Emergency Management, and read the letter that he wrote to him aloud. Supervisor Smith also read the response from Jeff Yates.

Supervisor Sadler reported that he received notice that the Butsko Bridge (a County Bridge – Bentleyville Road and Route 917 near VanVoorhis) was re-opened yesterday, June 28, 2016.

Old Business:

A. Park and Recreation Refurbishment of Elementary Park, Phase I – bleachers have been received, checking easement question, installation to be scheduled. Fencing will be measured and quoted for additional materials- Supervisor Caldwell stated that the bleachers have been received; checking on easement question; installation for bleachers still need to be scheduled; fencing needs to be measured and we need to put a quote out for additional materials. Supervisor Sadler stated that he got a hold of People's Gas and there is a three-inch line that goes all the way across the playing field up there. He said that the law states anytime you have a three inch line you cannot put any kind of structure that is going to be permanent there within 25 feet on either side of the line so a 50 foot right of way.

B. Park and Recreation Refurbishment of Elementary Park, Phase II - GTRP has scheduled a meeting for the 2015 grant application review – July 1, 2016 - Supervisor Caldwell stated that the GTRP has scheduled a meeting for the 2015 grant application review for July 1, 2016.

C. Park and Recreation Refurbishment of Elementary Park, Phase II. HRG is working on revised application for GTRP 2016 grant application for June 30, 2016,

submission – Supervisor Caldwell said that if we do not get the 2015 grant application we have to submit a second grant application which will be slightly modified because we did get the sewer line put in this year at our own expense. He further stated, however, this may be needed or may not be needed but it is due in June 30th and they are not meeting until July 1st so HRG put the application together and it was submitted today.

D. Park and Recreation Refurbishment of Elementary Park purchase of playground equipment, per Game Time quote – Supervisor Caldwell stated that this was talked at about at the last meeting as well as at the Agenda Meeting. He said that the cost of the equipment is \$116, 125.68, that is assembled by their personnel and ready to go. He said that our people will have to do a little bit of excavating after the equipment is in we have to go up and put down a layer of 2B stone and then a piece of landscape fabric over top of it and then they will put the mulch and finish off the playground, they will also supervise the excavation. He stated that he put some rough numbers together as to the excavation part. He said that with opening and closing, doing some landscaping, the 2B stone, fabric, grass seed, and manpower would be \$3,560.00 which is an estimate. He went onto say for discussion purposes say \$4,000.00, that package for the playground equipment would come out to a total of \$120,125.68. He stated that he met with the representative last week to find out if any equipment was on sale; unfortunately, the equipment that we got a quote on from them is not on their list. He stated that we did look at another one and it is not as nice, it is smaller and is not fitting the needs we have so the price is going to remain the same. He stated that it is Costars so we do not have to bid it. He also stated that several people have asked about the insurance going up and he stated you were right; it will go up by \$12.00 per year. He said that the drawings were sent up to the insurance carrier and they saw the quote. No motion was made regarding this matter and it will come back up at the continued meeting on July 7, 2016.

E. Sewer project at Elementary Park has been completed. Township will ask Fire Department to provide water to check flow – Supervisor Caldwell reported that this project is completed, the Township is going to ask the Fire Department to provide the water to check the flow, and stated that the water was not turned on because the field did not get used this year by the ball league and we are not going to turn it on right now just to do this.

F. Multi-Municipal Comprehensive Plan Committee had one hour presentations, with question and comment review from five consulting firms on May 24 and 25, 2016. Selection was made, awaiting Authority approval – Supervisor Caldwell reported that the committee met and they picked GAI Consulting of Southpointe to do the project and we are just waiting for approval by the Washington County Redevelopment Board. Supervisor Caldwell reported that prior to GAI Consulting getting the nod for the project, they had contacted him and asked what Fallowfield had for development. He stated that the Planning Commission has a map and we have two properties that we have put on there that we thought would be good for development (properties have utilities, etc.) that does not mean that the property owners are willing to sell. He stated that he met with them for almost two hours; they have some clients that wanted to do something in the development area in this part of the County so there still might be something coming, it was nice to have something positive come from this, just showing what the Township has to offer.

G. Status of Bentleyville and 481 Interchange projects – Supervisor Sadler stated it is still in progress.

H. Open design estimates from Architects Ken Kulak and Bob Lettrich, for the maintenance building office, change room lunch room and optional building extension – Supervisor Caldwell stated that the Board had met with these gentlemen about a month ago. The design bid of Robert Lettrich was opened by the Solicitor who read the proposal aloud. A copy of Mr. Lettrich's proposal is attached hereto and is marked as Exhibit "A". Solicitor Agrafiotis then read aloud the proposal received from Kenneth J. Kulak which is attached hereto and is marked as Exhibit "B". Solicitor Agrafiotis stated that I take it that you will review these between now and next Thursday and consider them at the continued meeting. Supervisor Smith said we can talk about it next week and if necessary we can table it at that time.

I. Status of Chester Engineers License Agreement – Solicitor Agrafiotis stated that he talked to Attorney Nuremburg today and he has agreed that we can try to work on some alternative language so we will either have an agreement by the next meeting or we are not going to have one.

J. Discussion of financing options for the truck which was approved for purchase at the April 27, 2016, meeting – The Secretary spoke and stated that she wanted to look a little further into this but had not had a chance to do so. She further stated that we had the original offer that Earl received when he ordered the truck and that someone else had emailed her an offer to finance. Supervisor Sadler spoke and stated that municipal loans are pretty much about the same, where we purchased the Peterbilt, they are the ones who set us up to a point to where there is a misunderstanding the way it was set it says leasing and what you do is the term leasing is you are leasing the truck until you pay it off in four payments they got things out of hand but the interest rates are very much the same because they have to be competitive. He said, usually when we purchase a truck it is through the bank that they usually approve of, so the thing of it is, if we look around it is going to be pretty much the same and they were going to have the paper work and it was going to be pretty much the same of everybody else you deal with a municipal loan. Supervisor Caldwell stated that I do not think it was a question about the interest rate, I think it was about the language in the lease. Supervisor Sadler said, the thing of it was I mean that is the way it is stated, you are leasing the truck until you pay it off that is all it was and it was explained. Supervisor Caldwell said I have no issue with that. The Secretary stated that the Bank that Hunter initially gave us, when she talked to them they did not even say what the interest rate was and, in fact, they still have not given us the interest rate. She said that another company sent a proposal for financing. Supervisor Caldwell said do you want to move this to the 7th or take this and put it on the table for the following meeting. The Secretary said she felt that it needed to go on the following meeting. Supervisor Smith said I am going to have to be comfortable with the language. Supervisor Smith made a motion to table this matter, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

K. Motion to approve Ordinance No. 226 -Tower Street – Solicitor Agrafiotis stated that the advertisement was in last Wednesday's paper and the Ordinance is ready for your consideration tonight. He stated that the Engineer who prepared the map and legal description reviewed the draft and said everything looked good to him. The Solicitor said that Supervisor Smith may know more about this than I do since he lives there but there is a prior Township Ordinance No. 107 on October 30, 1984, was when it was passed, there was an

additional portion of that road that was not included for whatever reason in that Ordinance so now for us to get liquid fuels from the state and also to recognize that as part of our public road system this Ordinance will take care of that and that additional portion of Tower Street would now be an official Township Road. Supervisor Caldwell called for a motion to adopt Ordinance No. 226. Supervisor Sadler made a motion to accept Ordinance No. 226, second Supervisor Caldwell. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

L. Status of Hess Road Bond issue – Solicitor Agrafiotis stated that he is waiting for a return call from Richard Bieber, a West Virginia attorney, and was hopeful that he will have this resolved for the continued meeting.

M. Opening of bids for 2016 Paving Project – The Secretary opened the bids and provided them to the Solicitor who reviewed them and found them to be in order. The bids were as follows:

1. Morgan Excavating L. P., 445 Cherry Blossom Drive, Belle Vernon, PA 15012 - place 145 tons Superpave Asphalt 19.0 mm, PG64-22 <0.3 million ESAL's, SRL-G, 2-1/2" compacted depth @ unit price of \$75.25 for a total of \$10,911.25, place 1,140 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G as scratch @ unit price of \$71.08 for a total of \$81,031.20, and place 2,000 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G, 1-1/2" compacted depth as wearing course @ unit price of \$71.08 for a total of \$142,160.00 for a grand total of **\$234,102.45**.

2. Alex E. Paris Contracting Company, Inc., 1595 Smith Township State Road, Atlasburg, PA 15004 - place 145 tons Superpave Asphalt 19.0 mm, PG64-22 <0.3 million ESAL's, SRL-G, 2-1/2" compacted depth @ unit price of \$125.00 for a total of \$18,125.00, place 1,140 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G as scratch @ unit price of \$78.00 for a total of \$88,920.00, and place 2,000 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G, 1-1/2" compacted depth as wearing course @ unit price of \$78.00 for a total of \$156,000.00 for a grand total of **\$263,045.00**.

3. A. Folino Construction, 109 Dark Hollow Road, Oakmont, PA 15139 - place 145 tons Superpave Asphalt 19.0 mm, PG64-22 <0.3 million ESAL's, SRL-G, 2-1/2" compacted depth @ unit price of \$73.00 for a total of \$10,585.00, place 1,140 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G as scratch @ unit price of \$80.35 for a total of \$91,599.00, and place 2,000 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G, 1-1/2" compacted depth as wearing course @ unit price of \$75.94 for a total of \$151,860.00 for a grand total of **\$254,064.00**.

4. El Grande Industries, Inc., 384 Helen Avenue, Monessen, PA 15062 - place 145 tons Superpave Asphalt 19.0 mm, PG64-22 <0.3 million ESAL's, SRL-G, 2-1/2" compacted depth @ unit price of \$67.00 for a total of \$9,715.00, place 1,140 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G as scratch @ unit price of \$73.50 for a total of \$83,790.00, and place 2,000 tons Superpave Asphalt 9.5 mm, PG64-22 <0.3 million ESAL's, SRL-G, 1-1/2" compacted depth as wearing course @ unit price of \$73.50 for a total of \$147,000.00 for a grand total of **\$240,505.00**.

Supervisor Caldwell said we will move the awarding of the 2016 paving project to the continued meeting to be held on July 7, 2016.

N. Opening of the bids for the 2016 Seal Coat project – The Secretary opened the bids and provided them to the Solicitor who reviewed them and found them to be in order. The bids were as follows:

1. **Russell Standard Corporation, P. O. Box 802, Mars, PA 16046** – Perform Double application of bituminous seal coat as per PennDOT Pub. 408, Section 470 using CRS-2PM, quantity of 19,495 at the unit price of \$2.337 for a total of \$45,559.82.

2. **Suit-Kote Corporation, 20 Old Plank Road, Suite 200, Washington, PA 15301** – Perform Double application of bituminous seal coat as per PennDOT Pub. 408, Section 470 using CRS-2PM, quantity of 19,495 at the unit price of \$2.424 for a total of \$47,255.88.

Supervisor Caldwell said we will move the awarding of the 2016 seal coat project to the continued meeting to be held on July 7, 2016. Supervisor Smith stated just for information purposes, the combined total of the two lowest bids for the paving and seal coat is \$279,662.27.

O. Status of Redds Mill Bridge repair – Supervisor Caldwell stated that we had an informational meeting with the Township Engineer at which time we discussed the Redds Mill Bridge repair and some of the other projects in the Township as well as Rodgers Manor. Supervisor Caldwell said there were no quotes for the Redds Mill Bridge Repair so the question is, do we need a motion for the Solicitor to do the bid one more time. Supervisor Sadler said that is because the first time we got an \$80,000.00 bid on it, we let that go, so this time we put it out again and there are no bids, then we have the legal right to go ahead and have each repair separately. The Solicitor said you have the legal rights to go out there and get some prices. Supervisors Smith made a motion to advertise the Redds Mill Bridge repair again for bids, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

P. Status of blighted properties in Van Voorhis and Lock View areas- The Secretary stated that there were two Pa One Calls for demolition so John Grossi, Road Master, said make sure they have a demolition permit and she left them for Frank Monack but one of them was the Sersen Avenue property in VanVoorhis.

Q. Set date with HRG and Supervisors for kickoff meeting of Storm Water Management and MS4 permitting – Supervisor Caldwell stated that we need to set a date with HRG and this Board for a kickoff meeting for storm water management and the MS4 permitting which was approved some months ago.

R. Status of cul-de-sac Kevech Road - Supervisor Sadler said it will be done later this year.

S. Findings regarding dual response for ambulance service – This was previously discussed under correspondence.

T. Final Pay Request by J5Construction on the Grange Road Culvert replacement project – Supervisor Sadler made a motion to pay J5 Construction the final payment, Pay Request #6, in the amount of \$20,915.00 for the Grange Road Culvert replacement project and that the money comes out of the money that was provided to the Township by the State, second Supervisor Smith. Supervisor Caldwell called for discussion. Melvin Fox asked what the total was for this project. Supervisor Caldwell said I believe it \$840,200.00. The Secretary stated that this was for the contractor and did not include engineering fees. Supervisor Caldwell called for a roll call vote:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell – yes.

New Business:

A. Donation to Charleroi Community Days July 1st and July 2nd – The Secretary reported that in 2014 and in 2015 that the Township donated \$300.00. Supervisor Caldwell made a motion to donate \$300.00 to Charleroi Community Days with the monies coming from the General Fund, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

B. Motion to appoint Wilbur Caldwell project manager of Fallowfield Township Park and Recreation Refurbishment Program – This item was removed under approval of agenda.

C. Motion to pay package insurance policy premium – The Secretary reported that the current expiring premium is \$19,387.00 for the year, the renewal price is \$19,979.00. Supervisor Sadler made a motion to pay the renewal premium of \$19,979.00, second Supervisor Smith. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

D. Motion to pay workers' compensation premium – Supervisor Caldwell stated that our premium last year was \$37,727.00 and our new premium is \$52,027.00. He further stated that some of that is just the increase in insurance in general and some of that is because over the last two years we have had three lost time accidents and as a result the company paid out over that two-year period the sum of \$92,102.00. Supervisor Smith made a motion to pay the workers' compensation premium, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

E. Motion to advertise for sale 2003 F650 dump truck – Supervisor Sadler stated this is a 2003 F650 dump truck with a 7.2 Caterpillar diesel engine, standard shift, gross weight 26,000 lbs., mileage 42,836, 10-foot Western plow and V Box, as is and no warranty with a minimum bid of \$12,000.00, Township has the right to refuse any and all bids, sealed bids to be opened on July 27, 2016. He further stated that he had placed for sale signs on the vehicle, parked it near the road and placed the flyer information on the truck. There was a discussion regarding where to advertise and it was ultimately decided that we would run the ad for three days over a

Friday, Saturday and Sunday in the Observer Reporter. Supervisor Smith made the motion with a second by Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

F. Motion to advertise for sale 1994 F800 dump truck – Supervisor Sadler stated this a 1994 F-800, no plow, 5.9 Cummins engine diesel, standard shift, gross weight 35,000 lbs., mileage 65,534, as is and no warranty, minimum bid \$5,000.00, Township has the right to refuse any and all sealed bids to be opened on July 27, 2016. He further stated that he had placed for sale signs on the vehicle, parked it near the road and placed the flyer information on the truck. Supervisor Smith made a motion to advertise the truck for sale in the Observer Reporter three days, Friday, Saturday and Sunday, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

G. Motion to accept resignation of Jamie Iacovino from the Park and Recreation Board – Supervisor Caldwell read Jamie’s letter aloud. Supervisor Smith said that he will regrettably make that motion, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none a roll call vote was taken:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

H. Motion for Solicitor to do a rough draft of a Quality of Life Ordinance for future consideration – Supervisor Caldwell stated that at the Agenda meeting that the Board had discussed that California Borough had a Quality of Life Ordinance and the Board wanted to take a look and consider if we wanted to draft such an ordinance. Supervisor Sadler made a motion to authorize the Solicitor to draw one up so we can have a look at it at the next work session, second Supervisor Smith. Supervisor Caldwell called for discussion. Supervisor Smith said that he did read through the California Borough Ordinance and conceptionally it was good but there will probably be some modifications to be made. Supervisor Caldwell called for a roll call vote:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

I. Discussion of Woodward Avenue parking issue - Supervisor Caldwell stated that there have been some complaints by our waste hauler regarding this matter and he was wondering if there was any way we could make Woodward a one-way street. Supervisor Sadler said no there isn’t. He said that Woodward is narrow and no everyone has driveways so they have to park on the street. He stated that even in the winter the Road Crew has a hard time plowing. The recent problem was caused by North Charleroi closing part of Locust and now the garbage truck cannot travel along the Woodward and come out on Locust (too dangerous for them to back in and they are not able to turn around there). The Secretary stated that at the instruction of Supervisor Sadler that she had prepared a notice asking the residents to please park their cars off to the side of the road as far as possible so that their garbage can be picked up and the street plowed during the winter.

J. Discussion of Kinder Avenue comments and PennDot response after site inspection – Supervisor Caldwell stated that a resident came in to complain about the visibility pulling out of Kinder onto Fremont and he believed that was somewhat exaggerated. The Secretary contacted PennDot and they came out and looked at it, the Board looked at it and he did not believe

it was an issue and neither did PennDot. (Complaint was that a post and partially the fence of a resident was blocking the view of those pulling from Kinder onto Fremont) Supervisor Sadler stated that when a person is short, we just went to school on this, when you come to an intersection you should be able to see so many hundreds of feet on either side when you are approaching. He said that in this case here most people do not have any trouble but there are a couple shorter cars that have trouble. He said that any time somebody brings this up we have to approach the people but we found out that it is not Fallowfield's problem because it is on a state highway. The Secretary stated that the PennDot representative did not feel that the concrete post was an obstruction, he felt that was very insignificant, he did feel that the fence was probably in the State's right of way but since that has probably been there for thirty years then the state was not going to do anything about it.

Other Business:

None.

Reports:

Parks & Recreation: Nothing further.

Planning Commission: Nothing further.

Solicitor's Report: Nothing further.

Code/Building/Zoning Report: Provided by Secretary.

Road Report: On file.

Fire Report: Secretary said she did not receive one this month.

Animal Control Report: Provided by Secretary.

Mon Valley Emergency Services: Provided by Secretary

Mon Valley Transit Report – Secretary had nothing on this.

Public Safety Liaison: Supervisor Smith stated that he will invite Sergeant Fagnilli or another PSP representative to next month's meeting.

Public Discussion:

Bill Caldwell – Speed bumps on Cullen Drive.

Jason Cole – Bearcats EMS dual ambulance response.

Richard Grandy – Noise in Gibson at by Golden Triangle Construction.

John Cooper – Properties in poor condition on Wisetown Road.

Heather Ross and Raymond Lynn – Road vs. private driveway.

Supervisor Caldwell stated that this meeting is continued until July 7, 2016, at 4:00 p.m. He also stated that the next work session is July 18, 2016, @ 6:00 p.m. and the date of the next regular meeting is July 27, 2016, @ 6:00 p.m.




Karen Talbert, Secretary/Treasurer

The Lettrich Group Architects/Planners, Inc.
309 First Street
Charleroi, PA 15022-1427

Phone (724) 483-7777 Fax (724) 483-7777

May 20, 2016

Fallowfield Township
Board of Supervisors
Attn: Mr. Wilbur Caldwell, Board Chairman

Dear Members of the Board of Supervisors,

Thank you for the opportunity of submitting a proposal for architectural services for an addition to your Maintenance Facility.

As per our meeting on May 17, 2016 I am basing the proposal on an approximate 26' x 40' addition consisting of basically office/shower/lockers, and lunch break area with an added single one stall garage on the front of your existing facility. An alternate two bay addition to the Maintenance Garage is also to be considered. This may be modified if the project progresses.

A schematic architectural cost projection for the Front addition is as follows:

Office/Lunch Break Area

26' x 40' = 1040 s.f.

1,040 s.f. at \$135.00/s.f. =

\$140,400

Garage Area

12' x 26' = 312 s.f.

312 s.f. at \$104.00/s.f. =

32,500

\$173,000 +/-

A schematic architectural cost projection for the rear of the building is as follows:

Two Bay Maintenance Addition

30' x 40' = 1200 s.f. +/-

1200 s.f. at \$135.00/s.f. =

\$162,000 +/-

Combined Building Cost \$335,000 +/-

Exhibit A

The Lettrich Group Architects/Planners, Inc.
309 First Street
Charleroi, PA 15022-1427

Phone (724) 483-7777 Fax (724) 483-7777

Architectural/Engineer Fees are as follows:

Front Office Addition and Garage

Schematic Design Phase	
15% of Architectural Services	
19 hours at \$120.00/hour =	\$ 2,300
Preliminary Design Phase	
20% of Architectural Services	
25 hours at \$120.00/hour =	\$ 3,000
Construction Document Phase	
40% of Architectural Services	
50 hours at \$120.00/hour =	\$ 6,000
Bidding Phase	
5% of Architectural Services	
7 hours at \$120.00/hour =	\$ 900
Construction Phase	
20% of Architectural Services	
25 hours @ at \$120.00/hour =	<u>\$ 3,000</u>
Total	\$15,200

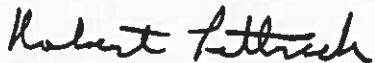
Two Bay Maintenance Addition

Schematic Design Phase	
15 hours at \$120.00/hour =	\$ 1,800
Preliminary Design Phase	
20 hours at \$120.00/hour	\$ 2,400
Construction Document Phase	
40 hours at \$120.00/hour	\$ 4,700
Bidding Phase	\$ 500
Construction Phase	<u>\$ 2,400</u>
Total	\$11,800

Combined Fee \$27,000

Very truly yours,

THE LETTRICH GROUP



Robert Lettrich
Architect

RL/nv

Kenneth J. Kulak II, AIA
President



Andrew George, LEED AP
Vice President

June 15, 2016

Mr. Wilbur Caldwell, Supervisor
FALLOWFIELD TOWNSHIP
9 Memorial Drive
Charleroi, PA 15022

**Re: Public Works Department Facility Addition
Architecture/Engineering Services Proposal**

Dear Mr. Caldwell:

Kulak Design Associates, LLC (KDA) is pleased to provide the following proposal for professional architecture and engineering design services for the addition to the existing Public Works Maintenance facility at the Fallowfield Township Public Works site located at the intersections of State Route 481 and Old 71 Road, Charleroi, Pennsylvania. The intended project is for a proposed maintenance garage addition approximately 28' x 40' in size containing a Vehicle Storage Bay, Office, Staff Break Room and a Restroom. This proposal will include "Preliminary Planning/Schematic Design", "Contract Documents" for bidding the project for construction, "Bidding" services for assisting in the bid process and "Construction Administration" Phases for our services in administering the construction contract through the end of final acceptance of the constructed project.

Listed to follow is the description of professional services that I see as necessary for completing your project. The fees for this proposal will be on an "hourly not-to-exceed" basis for each phase of services. The price is determined by estimated hours and not on a "Lump Sum" or "Estimated Per Cent of Construction Value" basis. Billing will be based on time spent for each phase per month. It is anticipated that all of the time estimated will not be used on this project and therefore, the final billing may be under the price quote indicated.

We appreciate the opportunity to submit a proposal for Architectural and Engineering Services as follows:

Exhibit B

Project Description

The existing Public Works Maintenance Facility, a single-story masonry structure, is being renovated to provide expansion for a new addition to be constructed onto the existing building. A single-story masonry garage addition, 28'x40' in size, will be constructed to the west side of the building. Renovations for the current maintenance garage will also be designed for providing a connection into the new addition.

Schedule

The schedule to be mutually agreed between all parties.

Scope of Services

1. Preliminary / Schematic Design Phase

An "Existing Conditions Survey" of the building will be performed by the architect to define the existing building layout and building systems and characteristics of the structure. Plans will be developed in Auto CAD system for use in preparing the proposed plan documents.

Schematic Design Drawings will be prepared to show proposed building additions. A code analysis will be performed to establish the criteria meeting the state code regulations for the Project. The current code version adopted is the International Building Code (IBC) 2009 and/or the International Existing Building Code (IEBC) 2009.

Services will include development of cost budgeting for proposed additions and renovations of the existing maintenance building.

FEE: Fee for the scope of Services described above will be produced on an hourly basis not to exceed the sum of **Four Thousand Two Hundred Dollars (\$4,200.00)**.

2. Contract Document Phase

Based on the approved Preliminary / Schematic Design and Design Development Phase plans and further adjustments in the scope and budget for the Project, the Architect shall prepare, for the Township's approval, Construction Documents consisting of drawings and pertinent performance specifications setting forth in detail all Architectural and Engineering requirements for the construction of the Project. Engineering shall include standard structural, mechanical and electrical engineering design. Civil Engineering design and Surveying services **will not** be included in our scope of services under this agreement. It is recommended that the Township's Engineer provide these design services directly to the Township.

FEE: Fee for the scope of Services described above will be produced on an hourly basis not to exceed the sum of **Twelve Thousand Four Hundred Dollars (\$12,400.00)**.

3. Bidding Phase

The Architect, following the Township's approval of the Contract Documents, shall assist the Township in obtaining bids and assist in preparing and awarding contracts for construction of the Project. The Architect's assistance in obtaining bids or preparing a bid list shall not constitute any representation as to the financial status of any bidder. The Township shall be responsible for taking all necessary steps to verify the financial status of such bidders including, where deemed necessary, by the Township, to protect its interests, requiring the Contractor to secure performance or payment bonds as a condition of performing the work. The Architect shall again assist the Township in filing documents required for the approval of government agencies having jurisdiction over the Project.

FEE: Fee for the scope of Services described above will be produced on an hourly basis not to exceed the sum of **Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00)**.

4. Construction Administration Phase

The Contract Administration Phase will commence with the award of one or more contracts or the issuance of one or more purchase orders and together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to Contractors or suppliers is due, and in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

The Architect shall assist the Township in coordinating the schedules for delivery and installation of the Work, but shall not be responsible for any malfeasance, neglect or failure of any Contractors or suppliers to meet their schedules for completion or to perform their respective duties and responsibilities.

The Architect shall visit the Project premises on a periodic basis to become generally familiar with the progress and quality of the Work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive and continuous inspections at the Project premises to check the quality or quantity of the Work. On the basis of such on-site observation, the Architect shall keep the Township informed of the progress and quality of the Work, and shall endeavor to guard the Township against defects and deficiencies in the Work of the Contractors.

The Basic Services of the Architect, during the Contract Administration Phase, shall include site six (6) visits of one (1) man-hour during the course of construction. In the event that the Township requests the Architect to undertake site visits beyond that provided above, the Architect shall be compensated in accordance with the hourly fees set forth under Compensation below.

The Architect shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures; or for safety precautions and programs in connection with the work; or for the acts or omissions of the Contractor or subcontractors; or for any of them to carry out the Work in accordance with the Contract Documents.

The Architect shall assist the Township in reviewing the Contractor's Applications For Payment, and recommend payment by the Township in accordance with the Architect's professional judgment as to the quantity and quality of the work performed as of each application.

The Architect shall recommend to the Township rejection of work that does not conform to the Contract Documents.

The Architect shall review all architectural products of the Contractor submittals such as Shop Drawings, Product Data, and Samples, to a maximum of two such submissions for each item, but only for conformance with the architectural design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's review of a specific item shall not extend to review of an assembly of which the item is a component. Such review shall be as is more fully set out in the Specifications to be provided to the Township, which Specifications shall be made a part of the Contractor's agreement.

The Architect shall assist the Township in reviewing Change Orders for the Township's approval and execution in accordance with the Contract Documents.

The Architect shall assist the Township in determining the Dates of Substantial Completion and Final Completion.

FEE: Fee for the scope of Services described above will be produced on an hourly basis not to exceed the sum of **Six Thousand Five Hundred Dollars (\$6,500.00)**.

COMPENSATION

A. Compensation for services in phases 1-4 above shall be on the following basis:

1. Fees for Architectural/Engineering Services Phase 1 – 4 produced on an hourly basis not to exceed the sums listed as follows:

a. Professional Fees broken down as follows:

1.) Architecture / Engineering Scope

1. Preliminary/Schematic Design Phase	\$ 4,200.00
2. Contract Document Phase	\$ 12,400.00
3. Bidding Phase	\$ 2,750.00
4. Construction Administration Phase	\$ <u>6,500.00</u>
Total Professional Fees Scope 1-4	\$ 25,850.00.

B. Where the Township requests services not specifically provided under the Basic Services described above, such Additional Services shall be provided by the Architect if authorized or confirmed in writing by the Township, and shall be paid for by the Township on the hourly basis set forth below, and is in addition to the compensation for basic services. Accordingly, time spent on additional services will not be charged against the maximum fee.

Principal Architect	\$135.00	per hour
Project Architect	\$120.00	per hour
Structural Engineer	\$120.00	per hour
Mechanical Engineer	\$100.00	per hour
Electrical Engineer	\$110.00	per hour

Intern Architect	\$ 85.00	per hour
CAD Technician II	\$ 55.00	per hour
CAD Technician I	\$ 50.00	per hour
Clerical	\$ 35.00	per hour

C. Payment for Basic Services shall be made monthly, in proportion to the services performed, so that the Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

- | | |
|--|-----|
| 1. Preliminary/Schematic Design Phase: | 16% |
| 2. Contract Document Phase: | 48% |
| 3. Bidding Phase: | 11% |
| 4. Construction Administration Phase: | 25% |

It is understood and agreed that the Architect shall be paid in full as per the percentage of completion of each phase as set forth in this paragraph. The failure of the Township to pay the Architect upon each phase's completion shall entitle the Architect to delay commencement of any subsequent phase.

D. The Township recognizes that time is of the essence with respect to payment of the Architect's invoices, and that timely payment is a material part of the consideration of this agreement. Invoices will be submitted by the Architect from time to time, but no more frequently than once each calendar month.

Payment of all Architect's invoices are due upon receipt. If the Township objects to all or any portion of an invoice, the Township shall so notify the Architect within seven (7) calendar days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice, if any, not in dispute.

The Township shall pay an additional charge of one-and-one-half (1.5) percent of the invoiced amount per month for any payment received by the Architect more than thirty (30) calendar days from the date of the invoice, except any portion of the invoiced amount in dispute and resolved in favor of client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case, subject to unilateral discounting or setoffs by the Township.

Application of the percentage rate indicated above, as a consequence of the Township's late payments, does not constitute any willingness on the Architect's part to finance the Township's operation, and no such willingness should be inferred. If the Township fails to pay undisputed invoiced amount within thirty (30) calendar days of the date of the invoice, the Architect may at any time, without waiving any other claim against the Township and without thereby incurring any liability to the Township, suspend the work of this Agreement.

REIMBURSABLE EXPENSES

Any special costs incurred for the Project such as printing, travel, long distance telephone calls, messenger services, and building department consultant and filing fees shall be billed to the Township at cost plus ten percent.

The services of any special consultants required either by the Township or the unique demands of the Project, such as audio-visual, acoustical, lighting and/or landscaping specialists shall be invoiced at cost plus ten percent and shall not be included as part of the compensation of the Architect, but as reimbursable expenses.

Records of reimbursable expenses and expenses pertaining to additional services shall be available to the Township or authorized representative at mutually convenient times.

CHANGES

It is contemplated that the Township may elect to request changes in previously approved designs during the course of the Project. At the time of each such request, the Architect shall prepare for the Township's approval, an Additional Professional Services Authorization Form. Such additional services shall not proceed without such approval. Compensation for such Additional Services shall be in accordance with the hourly rates set forth above.

CONSTRUCTION COSTS

The Construction Cost shall be the total cost or estimated cost to the Township to construct all elements of the Project designed or specified by the Architect and their consulting engineers and shall include contractors' general conditions costs, overhead and profit. The Construction Cost does not include the compensation of the Architect and the Architect's consultants, reimbursable expenses of the Architect or any consultant of the Township or the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the work or other costs that are the responsibility of the Township

Evaluations of the Project Budget or Statements of probable Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized; however, that neither the Architect nor the Township has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget proposed, established or approved by the Township, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect. If a Project Budget or fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal, the Township shall (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding or re-negotiation of the Project within a reasonable time, or (3) if the Project is to be abandoned, terminate in accordance with the Termination paragraph of the Agreement. If the lowest bona fide bid exceeds the Project Budget by more than five percent (5%), the Architect, if so directed by the Township, shall revise the Project scope and quality as required to reduce the construction cost. Such services shall be invoiced to the Township as an Additional Service.

HIDDEN, UNFORESEEN AND UNANTICIPATED CONDITIONS OF THE PROJECT

The Project is for the construction an addition and renovations to the existing Township Public Works building and it is impossible to anticipate all problems that may arise in connection with the Project until full exploratory testing can be performed during the course of construction. While the Architect shall seek to determine any problems that might arise, it is impossible to detect hidden conditions that might be uncovered once construction begins. In the event such unanticipated or hidden conditions are

uncovered, the Architect shall immediately notify the Township. Any additional costs attendant to such conditions shall be treated as an Additional Service.

TIME

The Architect shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. If the services covered by this Agreement have not been completed within twelve (12) months from the date hereof, through no fault of the Architect, the amounts of compensation set forth herein shall be equitably adjusted for the Architect's work to commence under this Project as mutually agreed upon by both parties.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, upon seven days' written notice, should the other party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.

This Agreement may be terminated by the Township upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

OTHER CONDITIONS OR SERVICES

The Architect shall maintain professional liability insurance for claims arising out of any negligent act, error or omission for which it may be held legally liable. Currently the Architect carries \$1,000,000.00 in professional liability insurance and upon execution of this agreement, a certificate of insurance shall be provided to the Township. The Township will be notified 30 days prior to any change of insurance or cancellation of policy.

PROJECT SUSPENSION OR TERMINATION

If the Project is suspended or abandoned in whole or in part for more than three months through no fault of the Township or the Architect, the Architect shall be compensated for all services performed prior to receipt of written notice from the Township of such suspension or abandonment, together with Reimbursable Expenses then due. The Architect shall be paid all compensation then due if, within three months from the date that the Architect sends an invoice to the Township as provided in this Section, the Project has not been resumed. If the Project is resumed after being suspended for more than six months, the Architect's compensation shall be equitably adjusted upon one year from the date of the executed agreement, giving due consideration to any Termination Expenses paid to the Architect.

OWNERSHIP AND USE OF DOCUMENTS

The Architectural Drawings, Schedules and Specifications used as instruments of service are and shall remain the sole and exclusive property of the Architect whether the Project for which they are prepared is executed or not.

The Township shall be permitted to retain copies of Drawings, Schedules and Specifications for information and reference in connection with the Township's use and occupancy of the Project. The Architectural Drawings, Schedules and Specifications shall not be used by the Township for other projects, or for completion of this Project by other professional designers provided the Architect is not

in default under this Agreement except by the agreement in writing and with appropriate compensation to the Architect.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights as to Ownership and use of said documents.

EXTENT OF AGREEMENT

This Agreement represents the entire understanding between the parties concerning the particular project to which it refers and supersedes all prior negotiations concerning the same. This Agreement may be amended only in writing, if agreed to by both parties.

The Township and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Township nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

If the above is satisfactory to you, please sign one copy of this Agreement and return it, retaining one copy for your records.

This Agreement is entered into as of the day and year first written above.

ACCEPTED AND AGREED:

KULAK DESIGN ASSOCIATES, LLC

BY _____
President

FALLOWFIELD TOWNSHIP

BY  _____
Township Authorized Representative

**Regular Meeting of June 29, 2016
Continued to July 7, 2016**

Call to Order:

Supervisor Caldwell called the meeting to order at 4:00 p.m. prevailing time and led the Pledge of Allegiance.

Roll Call:

Fallowfield Township Supervisors met for the June 29, 2016, continued meeting on July 7, 2016, at 4:00 p.m., at the Fallowfield Township Municipal Building, 9 Memorial Drive, Charleroi, Pa. Present where Supervisor Wilbur Caldwell, Supervisor Earl Sadler, and Supervisor Bruce C. Smith, Secretary/Treasurer, Karen Talbert and Solicitor Thomas P. Agrafiotis.

Approval of the Agenda:

Supervisor Caldwell added to the Agenda that the Board was going to have an Executive Session at the close of this meeting and also he added Item H. to appoint Wilbur Caldwell project manager of the Park Refurbishment of the Elementary Park. Supervisor Caldwell asked if there were any other corrections or additions and there being none called for a motion to approve the amended Agenda. Supervisor Smith said, so moved, second Supervisor Caldwell. Supervisor Caldwell called for discussion and Supervisor Sadler ask the Solicitor if he was okay with everything that was on the Agenda and he replied, correct, except technically probably Item Nos. A and B should be under Other Business but other than that we are good to go. He said that those items aren't really old they are either new or other business but this is a continued meeting so anything that comes before the Board can be acted upon. Supervisor Caldwell called for a roll call vote:

Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor Caldwell -yes.

Old Business:

A. Financial and budgetary review and discussion – Supervisor Caldwell stated that as a result of the budgetary meeting he had prepared and wanted to share his notes regarding that meeting which he passed out. He also stated that by no means does this mean this is what we should do, it is just a starting point, all of the items that are going to be voted upon today are in one form or another interrelated monetarily in the budget. Again, these are my personal notes and I am not saying we have to do this:

Lower Jonestown Road and Butsko Road Paving Project - \$234,102.45. In the Plgit Debt Service account there is the sum of \$18,816.63, in Liquid Fuels there is the sum of \$219,860.95. Supervisor Caldwell stated that it was suggest that we need to leave some money in there so he just left \$2,250.00 in each and if we do that it comes out to \$234,177.58 which is about \$70.00 more than what is need for the paving project.

Grange Road, Cooper Road and Colvin Road tar and chip - \$45,559.82 – Supervisor Caldwell stated that the Washington County Local Share account has a balance of \$141,282.82 if we take the \$45,559.82 from there for the tar and chip we would still have a balance of \$95,822.00.

New Truck payment – Supervisor Caldwell stated that we are not sure that we need the full amount as originally thought because Charleroi Federal Savings Bank said we could handle this in several different ways that might be more advantageous to the Township; however, in the Equipment Fund there is currently a balance of \$43,372.75 so even if we wanted to take \$40,000.00 for a down payment or just pay out \$40,000.00 to lower our loan debt, this account would still have the sum of \$3,372.75.

HRG Storm Water Management Program and GIS Program – Supervisor Caldwell said that there were questions of concern on how the Township was going to pay for the HRG storm water management program in the amount of \$35,000.00 which was approved at the February, 2016, meeting and the GIS program in the amount of \$31,250.00 for a total of \$66,250.00. Supervisor Caldwell said that was approved and authorized to be paid from the category 408.00 Engineering Services and it was budgeted in that engineering category of \$104,000.00 for this year and there are sufficient funds and we have only used a small percentage of that figure to date.

Redds Mill Bridge – Supervisor Caldwell said that this was going to go out for a third quote and if there is no response, we can divide the repairs into three or four individual repair projects. He further stated that according to the Township Engineer, bridge is not critical and we could make it a spring project. He also said that the support bearings would be the most expensive at a cost of about \$12,000.00 to \$15,000.00. Supervisor Caldwell said this could be a pay as you go project or if we do it before spring season, it could come from the Washington County Local Share account or the General Fund, there are sufficient funds in there to do this.

Riverview Drive – Supervisor Caldwell stated that the Riverview Drive project will be done by grant. He stated that the original grant was approved in May of 2015 for the sum of \$85,600.00, said sum considered not to be enough to cover the project and an additional \$25,000.00 is being requested and it has only been recently discussed with the County by the Township Engineer. Supervisor Caldwell stated that by the time that all of the paperwork is submitted and they formally approve this project, it will be a Spring time project. He further stated that 50% of the project money is awarded to the municipality at the start of the project and the remainder is paid as the project proceeds. He also stated that the timeline is one and one-half years after the grant is awarded. Supervisor Caldwell stated that there are no township funds required. He also said that we did inquire with Charleroi Federal Savings Bank and they do make loans against approved grants for future reference.

Rogers Manor – Supervisor Caldwell said there was also a discussion about Rogers Manor but since the site visit, there has been no further discussion as to what needs to be done. Supervisor Caldwell also talked about the swell in the upper stream that needs to be alter since the utilities were discovered after an 811 call. He further stated that until a scope of work is finalized we will not have a cost estimate but said that nonetheless, there are Washington County Local Share Funds and Act 13 Funds available.

Playground equipment from Game Time – Supervisor Caldwell again went over this matter stating that the playground equipment is \$116,125.68 and the additional site preparation is more or less around \$5,000.00 for a total approval of \$121,125.68. Supervisor Caldwell stated that the Act 13 fund balance as discussed at the informational meeting is \$144,012.97 and after purchasing the playground equipment we would still have a balance of \$22,887.29 in Act 13. He also stated that since our last meeting that we have received but never calculated in the new Act 13 funds in the amount of \$175,774.93 now taking the Act 13 account balance up to \$198,662.92 (after purchase of the playground equipment).

Supervisor Caldwell stated that again these are just some of the items that we had concerns about at the information meeting and he felt that there are more than enough sufficient funds in the Township Treasury to allow for these projects to move forward, if we so desire. Supervisor Caldwell called for any additional comments or discussion.

Supervisor Smith said just as a comment, about two thirds of the way down the cover sheet of the \$40,000.00 available in the Plight Equipment Fund leaving a balance of \$3,372.00, even if we reduce the debt or reduce the loan to \$40,000.00 there would still be a conditional amount we would have to put down.

Solicitor Agrafiotis stated he was checking with the Secretary about the Debt Service account not being something that can be used for paving. Supervisor Caldwell said if that is the case, we still have the Washington County Local Share funds at \$95,000.00 also still have Act 13 Funds at \$198,000.00 so there is more than enough money. Supervisor Caldwell asked what can you use the debt service account for. Solicitor Agrafiotis stated that you would probably want to talk to Plgit on that because I cannot ever remember using that fund. The Secretary said that it has never been used since she came but assumed that it could be used if we had a debt of some sort, it would be paid from the debt service fund, but she was really not sure.

Supervisor Smith said we have to pay a debt service fee on sewage and the monthly fee we have to pay for sewage actually is debt services and that is why they couldn't waive it. Supervisor Caldwell said regardless there are other funds to use. He also stated that he had the Secretary check on the carryover from 2013, the first quarter was \$238,905.05, 2014 it was \$280,420.33 and from 2015 it was \$470,606.07. He stated that the reason that 2015 was so high was because we paid out \$52,574.00 to purchase of 2015 Caterpillar and also \$69,262.00 toward the purchase of the 2015 international truck so if you remove those two items it came out to \$348,769.66. He further said if you average the three years out for first quarter it comes out to \$289,365.00, so if we go into the first quarter of next year with a minimum of \$450,000.00, we should be more than covered based on the averages and he felt that it will be considerably more than that in there but that was one of the concerns and he felt we can take that away. Supervisor Smith said it was my suggestion to continue the meeting until that review was conducted, after the five of us went through Act 13 item by item from the inception to the current, I am satisfied that we all agree on what we have and we should proceed. Supervisor Caldwell called for any further discussion and there being none moved on.

B. Motion to transfer \$550.08 from Act 13 funds to Parks & Recreation Matching Fund to make whole the \$45,000.00 matching fund leaving a balance in Act 13 Funds of \$144,012.97 - Supervisor Smith made the motion to transfer \$550.08 from Act 13 to the

Parks & Recreation Matching Fund, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor – Caldwell.

C. Motion to accept bid of Morgan Excavating for the 2016 Paving Project – Supervisor Smith made a motion to accept the bid of Morgan Excavating for the 2016 Paving Project (Lover Jonestown Road and Butsko Road) in the amount of \$234,102.45 to be paid \$16,566.63 from the Washington County Local Share account and \$217,610.95 out of the Liquid Fuels account, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor – Caldwell.

Solicitor Agrafiotis stated that he did not think that the numbers worked out and they were off by \$70.00 some dollars. Supervisor Caldwell said these two numbers here just shows what is available. Solicitor Agrafiotis so Supervisor Smith's motion was made with available funds and was \$75.00 too much. Supervisor Smith rescinded his motion, Supervisor Sadler rescinded his second and everyone rescinded their roll call votes. Supervisor Smith made a motion to accept Morgan Excavating's bid for the paving of Lover Jonestown Road and Butsko Road in the amount of \$234,102.45 with \$217,610.95 coming from Liquid Fuels and \$16,491.50 coming from the Washington County Local Share account, second Supervisor Sadler. Supervisor Caldwell called for discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor – Caldwell

D. Motion to accept bid of Russell Standard for the 2016 Double Tar and Chip Project – Supervisor Caldwell made a motion to accept the bid of Russell Standard for the 2016 double tar and chip project for Cooper Road, Colvin Road and Grange Road in the amount of \$45,559.82 being paid from Washington County Local Share, second Supervisor Sadler. Supervisor Caldwell called for discussion and stated that the balance remaining in the Washington County Local Share account after the tar and chip and the portion paid for the paving project would be \$79,331.50. Supervisor Caldwell called for any further discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor – Caldwell – yes.

E. Motion to purchase playground equipment for Elementary Park per Game Time quote dated April 20, 2016, in the amount of \$116,125.68 – Supervisor Caldwell stated that this is for playground equipment, surfacing and excavating up at the Elementary Park, the total amount including the construction, less the work that we will do (some site preparation) and after it is installed, we will need to put a 2-inch layer of 2B stone and fabric prior to them putting the wood chips down. He stated that the total cost of the playground equipment is \$116,125.68 and called for a motion to purchase the playground equipment. Supervisor Caldwell then made the motion to purchase the playground equipment from Game Time for the sum of \$116,125.68 to be paid from Act 13 funds. The motion eventually died from the lack of a second.

F. Motion for site preparation work for playground by Township not to exceed \$5,000.00 (labor, stone, fabric, final landscaping after erecting) – Supervisor Caldwell stated that there is no need for this motion since Item No. E. did not pass.

G. Hess Road Bond issue – Solicitor Agrafiotis said he was advised by Attorney Beaver that he is agreeable to making a mutual release; therefore, he requested a conditional approval to enter to the settlement agreement and release between the Township and Mountain V Oil and Gas for the Hess Road issue and also allowing the Township to keep the \$11,250.00 bond. He further stated that he would like a motion to enter into that agreement contingent upon Solicitor's final acceptance of the revised Release which should be coming tomorrow. Supervisor Caldwell said, so moved, second Supervisor Sadler. Supervisor Caldwell called for any further discussion and there being none called for a roll call vote:

RCV: Supervisor Smith – yes, Supervisor Sadler – yes, Supervisor – Caldwell – yes.

H. Appointment of Wilbur Caldwell as Project Manager of Elementary Park Refurbishment Program – Supervisor Caldwell said this is moot at the current time.

Public Discussion:

Gary Ainsley – Zeka virus from tire casings laying around, mowing, public input in work session meeting – meeting with fire department, newspaper used by Township, Township equipment being vulnerable setting outside, police force; dual ambulance service; parks & recreation grant.

Albert Cialone – PA system so audience can hear meeting from entire room, Costars, Parks & Recreation meetings.

Melvin Fox – Financing of the new truck.

Supervisor Caldwell stated that the next work session is July 18, 2016, @ 6:00 p.m. and the date of the next regular meeting is July 27, 2016, @ 6:00 p.m. Supervisor Sadler made a motion to adjourn the meeting, second Supervisor Smith.



Karen Talbert, Secretary/Treasurer