

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Board Meeting held December 2, 2014

The business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:30 p.m. by Chairman William B. Hawk, on the above date, in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were: William C. Seeds, Sr., William L. Hornung, Gary A. Crissman, and Robin L. Lindsey.

Also in attendance was George Wolfe, Township Manager; Steve Stine, Township Solicitor; Attorney Robert Knupp and Christine Hunter, Heroes Grove Fund; Joel McNaughton, McNaughton Homes; Tim Wallace, Parkway Farms Incorporated; and Watson Fisher, SWAN.

Pledge of Allegiance

Mr. Hornung led in the recitation of the Pledge of Allegiance.

Approval of Minutes

Mr. Crissman made a motion to approve the minutes from the October 14, 2014 workshop meeting, November 3, 2014 business meeting, and November 3, 2014 budget workshop meeting. Ms. Lindsey seconded the motion, and a unanimous vote followed.

Public Comment

John Trish, 600 Prince Street explained that he wanted to discuss Waste Management. He noted that they were at his house at 5:24 a.m. on the Friday after Thanksgiving. He stated that he had family members visiting and the truck noise woke them up. He noted that he called them at that time and told them that he forgot to put the trash out as he had it out at 6:15 a.m. He explained that he forgot the trash as it was a holiday weekend, and they said the trucks were by at

5:24 a.m.; tuff. He noted if he had his trash out at 5:45 a.m. it would still had been tuff but he is not required to have his trash out before 6 a.m. He noted that he wanted to bring this to the Board's attention. He questioned, if we are not required to have our trash out before 6 a.m. and they are picking the trash up at 5:24 a.m. there is a problem. He noted that he told them that he made a mistake and they said tuff. He noted even if he would have had his trash out at 5:59 a.m. he would have still been stuck with three cans of trash until the next pickup, which meant he would have six cans of trash which would mean that he would receive a bill for the two extra cans or they would have left the two cans.

Mr. Hornung questioned if it is true that they are not supposed to pick up trash before 6 a.m. Mr. Wolfe answered that is true noting that 6 a.m. is Waste Management's start time. He stated that a call will be made as they are not permitted to start before 6 a.m. but inform them that Mr. Trish is owed a double collection next week.

Mr. Hawk thanked Mr. Trish for bringing this to the Board's attention. He noted that they do it to beat the weather but it is still against the rules.

Mr. Trish noted that he understands that the guys work hard but if he made a mistake that is fine, but it is commonsense. He noted if they were at his house at 5:24 a.m. and you weren't supposed to be there until 6 a.m. and the trucks pass his house every day.

Ms. Lindsey requested to Mr. Trish to let Mr. Wolfe know if Waste Management does not pick up his double trash this week. Mr. Trish noted that he took care of it another way.

Board Members Comments

No comment was provided by Board Members.

Manager's Report

Mr. Wolfe noted that Three Mile Island Emergency Siren Test is scheduled for December 4th at 12:15 p.m. He noted that the sirens will be sounded for three minutes. He explained that it is a semi-annual test, a full-volume test which means that the sirens should be audible in the southern portion of the Township.

Mr. Wolfe noted that the Township Holiday Tree Lighting event will take place at the Friendship Center on Friday, December 5th at 7 p.m. He noted that there will be a visit from Santa Claus and the community is invited to attend this event. He noted that there will be entertainment and refreshments will be served.

Mr. Wolfe noted that the Village of Linglestown will hold its Holiday Tree Lighting ceremony at the Square on Sunday, December 6th at 6 p.m.

Mr. Wolfe noted that the Compost Facility will close on Thursday, December 4th. He noted that Waste Management will have one more curbside leaf waste collection, the week of December 1st through the 5th. He explained that the one exception to this would be the collection of Christmas trees which will be held in January.

OLD BUSINESS

Resolution 14-39; Indicating the Township's support of collaborative and responsible efforts to keep our rivers and streams clean

Mr. Hawk noted that Resolution 14-39 would support a collaborative and responsible measure to keep our rivers and streams clean. He noted that the federal and state governments have imposed stringent regulatory requirements to protect the environment to include the rivers and streams particularly as it relates to nitrogen and phosphorus discharges into the Chesapeake Bay. He noted that many of the mandates to the state or municipalities have been underfunded or not funded at all which makes it an unfunded mandate. He noted, for the Susquehanna River, the

costs of upgrading treatment plants has been in the area of \$1 billion which has been the taxpayer's responsibility. He noted that the Chesapeake Bay Authority tried to generate money to support the Township but that has gone nowhere. He noted that this resolution will force the issue of states being supported by the federal government to eliminate a lot of the nitrogen and phosphorus. He noted that it urges the state and federal government to fully fund all state and federal regulatory mandates and request that they make informed regulatory decisions based on scientific evidence followed by a cost benefit analysis. He noted that it also requests financial assistance from the state and federal government to support the non-funded projects. He explained that the signed resolution will be forwarded to the Governor and state and local representatives. He noted that the Township has spent an immense amount of money on the Chesapeake Bay issue in regards to the Paxton Creek basin.

Mr. Crissman made a motion to approve Resolution 14-39; Indicating the Township's support of collaborative and responsible efforts to keep our rivers and streams clean and to join other municipalities in their efforts of making the Governor well aware of this. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Resolution 14-30; accepting the 2015 Compensation Program for Administrative Employees

Mr. Wolfe explained, during last Tuesday night's workshop, he presented the Administrative Employee Compensation Report for 2015. He noted the report included the municipal employment market survey and the amended salary structure for the Township's positions covered by the plan. He noted that there are 26 employees covered by this plan. He noted if the Board accepts this plan, his recommendation would be to provide a base increase in salary of 2% for administrative employees with minor adjustments thereafter for any employee who is compensated significantly under the midpoint for their position.

Mr. Wolfe noted that it was also discussed that this plan is in need of update and it was the Board's intention that if this plan was adopted at this time, it would qualify that it wants to begin work to update the plan in the First Quarter of 2015.

Mr. Crissman made a motion to adopt Resolution 14-38; accepting the 2015 Compensation Program for Administrative Employees and that a revision of the Compensation Plan model be review by this Board in the new year. Ms. Lindsey seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on an agreement for operation and maintenance of the
Proposed Heroes Grove facility

Mr. Hawk noted that Attorney Robert Knupp and Christine Hunter are present to speak to this agreement.

Mr. Robert Knupp thanked the Board for allowing him to be at the meeting and also thanked Mr. Stine, the Township Solicitor, for taking the lead in constructing the Heroes Grove Agreement that the Board had some discussion on last week.

Mr. Knupp noted that he is present as a representative of the Heroes Grove Friends to answer any questions that may be on the mind of the Board members in regard to the agreement and assure the Board that the Heroes Grove Committee will remain in existence. He noted in 1980, he served as an assistant solicitor for Dauphin County and was assigned the job of transferring property along North Front Street that was owned by the Meigs Family that is now known as Fort Hunter to Dauphin County from private ownership. He noted as part of the transfer documents that he worked on with others, the Friends of Fort Hunter organization was formed over 34 years ago. He noted that they have diligently worked to support Dauphin County Park and Recreation in improving that property to make it as beautiful as you see it today. He noted that it is one of the best parks in Dauphin County. He noted that they remain a devoted

group and it is his hope that we will have the same success with the Friends of Hero Grove. He noted that it would be their intention to monitor the requirements and commitments made in this agreement that stretch out for 30 years to include the duty to raise funds for a maintenance fund that he believes can be akin to a sinking fund.

Mr. Knupp noted that he and Mr. Wolfe have had discussions with Christine Hunter from H. Edward Black and Associates, who will be the construction manager for the project. He noted that it was discussed that things wear out.

Mr. Knupp noted in 1911, as part of the City Beautiful Movement, the City of Harrisburg constructed a concrete esplanade along the east shore of the Susquehanna River stretching from the Governor's Mansion to Shipoke. He noted that it was a thing of beauty, it had lighting, etc. He noted that if you look at it today, it is decrepit. He noted that it has been the subject of disrepair, probably because there was no fund such as what we intend to establish for the maintenance of the Heroes Grove project.

Mr. Knupp noted that the Heroes Grove Committee will have use of the facility for only three days out of the year: Memorial Day, 911, and Veteran's Day. He noted that the rest of the time this project will be available for the usage of this community as determined by the Township's Park and Recreation Department and Manager. He noted that he is proud of what was done, as they have raised a significant amount of money both through our own efforts and through the efforts of the people who have worked hard with us, including the Board of Supervisors and your professionals to secure grants to build this. He noted that the project is ready to go to construction but the agreement is necessary so that all the parties involved will have an understanding of what we are supposed to be doing.

Ms. Lindsey questioned when you expect to break ground. Mr. Knupp answered in January. Ms. Hunter stated that it would be spring of 2015. Mr. Knupp noted that we will secure bids in January and once the bid is approved by the Board of Supervisors, then construction will start.

Ms. Lindsey questioned Mr. Wolfe if the Heroes Grove Committee wants to use the facility more than three days a year, would that be allowed. Mr. Wolfe answered as long as they would schedule in advance, the Township would not have a problem with that. Mr. Knupp noted that those three days that he mention are dedicated to the Heroes Grove group. He noted that there will be many uses for this facility, maybe for police or fire ceremonies.

Mr. Knupp noted that we obtained a parking agreement with the shopping center which is very beneficial to the use of the facility.

Mr. Crissman noted that he raised the issue during the last meeting in regards to section four, “for a period of not less than 30 years after the completion of the construction of Heroes Grove, up to \$3,000 into a maintenance fund for ongoing maintenance.” He noted that he has heard Mr. Knupp discuss the Friends of Fort Hunter and that Heroes Grove will have a similar group of people providing funds for repairs. He noted that he is concerned that there is no guarantee which means it will fall back on the citizens of Lower Paxton Township to take care of it for instance if there is an instance of vandalism, even though it is a county-wide project. He noted that he has an objection to the wording “up to \$3,000” because he doesn’t want the citizens of Lower Paxton to be saddled with the ongoing expense to maintain this when in fact it is a Dauphin County project.

Mr. Knupp noted that a 30-year commitment is being made by the Friends of Heroes Grove to raise the funds and Paragraph Five, under termination, the agreement cannot be

terminated by the Heroes Grove group until the monies are raised. He noted that they added that clause as they wanted to show their good faith and commitment to the duty of raising the funds. He proceeded to explain why they added the language “up to”. He noted if you look to the events of September 11, 2001, he noted if this agreement was signed in 2000 and in September 2001 we went out to those groups that have so well supported this effort, such as several American Legions, Veterans of Foreign Wars, Sons of Italy and other organizations, what do you think would have happened. He questioned if the Board thinks that they may have received some push back by their lack of help as they may have felt that they needed to use their funds in 2001 for something else. He explained that you can think of other catastrophes that have occurred which might crimp the ability to raise the funds in a particular year. He noted that it does not mean that we would not redouble our efforts the next year. Mr. Crissman noted when those organizations can no longer provide for those ongoing funds, we the government have to pick it up which means we have to tax our people in order to get the funds. He noted that we can name other social organizations in the Township that 20 years ago were very strong and viable, making strong contributions to the community and today they are dwindling down to a few members and there is no money available. Mr. Knupp questioned if the glass is half full or half empty.

Mr. Crissman noted that he is 100% behind the concept for the plan but in his position as a defender of the community and the taxpayers, he needs to be assured that there will be sufficient funds to make certain that it is maintained.

Mr. Hawk noted that Mr. Knupp stated that they cannot terminate the agreement until all maintenance funds have been paid to the Township. Mr. Hornung noted that it does not say anything as paragraph three states up to \$3,000 so it could be an annual contribution of only a

dollar. He noted as long as the maintenance funds that are collected are given to the Township and not held, they have met their agreement even if it is only one dollar. He questioned if it put any more teeth into the agreement other than they are required to turn over any maintenance funds that were donated for that reason. He wanted to applaud Mr. Knupp's volunteerism and efforts in making this work, noting that the world would be a much worse place if it wasn't for volunteers like yourself, but is there any way as you raise funds that we could enhance the \$12,000 to be a greater number to have the money up front so if it dwindles off that we would have something in a reserve sitting there over a period of time to make the repairs.

Mr. Knupp suggested that the problem is that there is only so much money that we have that we can put up front at this moment and that is where the \$12,000 comes from. He noted that the actual monies raised were in the range of \$60,000. Mr. Crissman noted that you are constrained by the grant funds. Mr. Knupp noted that the funds that have been raised outside of the grant funds, there is only so much money that can be committed at this time.

Mr. Knupp suggested amending paragraph five to make it clear that when it says maintenance contributions it will be \$90,000. He noted that his organization will commit to a total maintenance contribution of \$90,000. He noted if you multiply 30 years times \$3,000 it adds up to \$90,000. He noted that is why the \$12,000 contribution was reflected as a four year contribution. He noted if you add the \$90,000 to the agreement it would cover it. He explained that they are not trying to run away from their contribution. Mr. Hornung noted once you start the project, more people will likely contribute toward the fund. He noted that he understands that you only have \$12,000 now and as the project is completed you would have more funds and he would be in total agreement to the change in the agreement.

Mr. Crissman agreed to the change and noted that he appreciates the fact that we had this discussion and the creative idea. Mr. Knupp noted that he was sorry that he did not come up with it earlier. He noted that he could accept this as an amendment stating a maintenance contribution in the amount of \$90,000. Mr. Hawk noted that it would cover the entire 30 years.

Mr. Knupp noted that the actual sum that Ms. Hunter and her employer determined was higher than that but there is an interest factor that is built in, noting that we don't have a concrete estimate for what will be needed for those 30 years.

Mr. Crissman noted that he would be happy to make the motion but he also wanted to thank Christine Hunter for the hard work she performed for this project noting that he has drilled her several times when she met with the Board regarding the parking agreement with the shopping center. He noted that she worked long and hard to get that piece in place, and he thanked her for her hard work.

Mr. Seeds thanked Mr. Knupp for his work and stated that he did not realize that he was instrumental in the acquisition of Fort Hunter noting that it is an asset not just for Dauphin County but for the Commonwealth as well. He noted that he grew up near Fort Hunter and he played and worked there as a child and he noted that he is very familiar with Fort Hunter. Mr. Knupp noted that he was rewarded when he finished that project by doing the next one which was Wildwood Park.

Ms. Lindsey questioned if the Committee will be okay with the amendment. Mr. Knupp answered yes as they had discussed this and she was there at the time. He noted that they did execute the agreement and he will pledge that they will have no problem with the amendment for the maintenance fund of \$90,000.

Mr. Crissman noted with Mr. Knupp's assurance of the \$90,000 and that the Committee will sign an amended agreement, he made a motion to approve the agreement for the operation and maintenance of Heroes Grove with the amendment in Item Five noting the sentence in the agreement that, until all maintenance contributions in the sum of \$90,000 as set forth in paragraph three above will be paid to the Township be included. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

NEW BUSINESS

Action on the 2015 Municipal Domestic Animal Protective Services Agreement with the Humane Society of Harrisburg Area

Mr. Wolfe noted that this is an annual action that the Board takes to provide for the collection of domestic animals, dogs and cats in the Township, but not to include feral cats. He noted that the costs of services under this agreement will be \$7,000 with an initial payment of \$3,561.53, and the remainder would be paid throughout the year using the following fees: \$122 for a regular dog, \$265.70 for a pit bull, and \$135.70 per cat. He noted that it is very similar to the agreement executed last year, including costs for services and the services provided. He requested that the Board take action at this time.

Ms. Lindsey questioned if many people get the feral cat vouchers. Mr. Wolfe answered that we have some participation as it is dependent on the activities of the feral cat program, Nobody's Cat Foundation and PAWS and other organizations that work in the Township. He noted that it depends on the amount of funds available for vouchers. He stated that the Township has a feral cat problem.

Mr. Hawk noted that the \$250 is a non-refundable amount. Mr. Wolfe answered yes.

Mr. Crissman made a motion to approve the 2015 Municipal Domestic Animal Protective Services Agreement with the Humane Society of Harrisburg Area. Ms. Lindsey seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on an agreement with Municipal Capital Finance to lease
Spinner bikes for the Friendship Center

Mr. Wolfe noted that this is a lease for 15 commercial quality spinner bikes to be used at the Friendship Center. He noted that the lease provides for three annual payments of approximately \$5,711.51 and at the end of the three-year period, the Township will own the equipment. He noted that it is very similar to the other leases that the Board has approved for equipment at the Friendship Center.

Ms. Lindsey questioned how often the bikes are replaced. Mr. Wolfe answered that they typically last a long time noting that we will probably run them an additional three or four years after the lease is paid.

Ms. Lindsey made a motion to accept the agreement with Municipal Capital Finance to lease spinner bikes for the Friendship Center. Mr. Seeds seconded the motion. Mr. Crissman questioned if this is a lease purchase agreement. Mr. Wolfe answered yes. Mr. Crissman noted that it needs to be included in the motion. Mr. Wolfe noted that the lease does provide for the purchase of the equipment at the end of the lease. Ms. Lindsey amended her motion to accept the lease/purchase for the spinner bikes for the Friendship Center. Mr. Seeds seconded the amended motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on an agreement with Mercedes-Benz Financial Services
USA, LLC to lease a 2015 Freightliner 108 SD Truck

Mr. Hawk noted that the lease is for a 2015 Freightliner 108 SD Truck.

Ms. Lindsey questioned if the truck is a Mercedes-Benz truck. Mr. Wolfe answered no, noting that it is a 2015 Freightliner Truck financed through Mercedes-Benz USA with an annual lease payment of around \$41,000, noting that it is a four-year lease and at the end of the lease the Township will own the truck for an additional \$1.

Ms. Lindsey questioned if the truck will be used at the Public Works facility. Mr. Wolfe answered yes, noting that it will have a life expectancy of ten years.

Ms. Lindsey questioned if we are buying this truck to replace a truck. Mr. Wolfe answered yes, noting that we are not increasing the size of the fleet. Ms. Lindsey questioned if we will sell the older piece of equipment. Mr. Wolfe answered yes.

Mr. Seeds questioned when it will be delivered. Mr. Wolfe answered in the next week or so.

Mr. Crissman questioned if this is also a lease purchase agreement. Mr. Wolfe answered that it is a lease purchase agreement. Mr. Stine noted that it is a master installment purchase agreement but it functions as a lease.

Mr. Crissman made a motion to approve the action on the agreement with Mercedes-Benz Financial Services USA, LLC to lease/purchase a 2015 Freightliner 108 SD Truck. Ms. Lindsey seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Change Order No. 1 to the contract with Joao and Bradley for the
PC-5D/E & BC-6 sanitary sewer mini-basin project

Mr. Wolfe explained that Change Order No. 1 is with Joao and Bradley for the PC-5D/E and BC-6 sanitary sewer mini-basin project. He noted that unlike most of the change orders that the Board reviews for sanitary sewer which are correcting change orders at the end of a project based upon the quantity of work performed, this is for new work that has yet to be performed. He

noted if you drive Route 22 eastbound, passing the Hess Gas Station on the right, on Crums Lane you will see a sewer right-of-way which has been cleared. He noted that it is for the sanitary sewer mini-basin work in that sewer right-of-way. He noted that we want to do the work now in advance of the stormwater project that will be done next summer as part of the stormwater project. He noted that staff has been impressed with the work done by Joao Bradley and requested a price quote for the work based upon the quantities in their existing contract. He noted that they have done that and to do this additional work based upon the quantities in their existing contract, the amount is \$601,840.35. He noted that the Board has the option of doing this work by change order in an existing sanitary sewer contract or putting it out for bid when it does the stormwater improvements next year.

Ms. Lindsey questioned why it was such a huge amount for a change order and she was glad that Mr. Wolfe provided an explanation.

Mr. Crissman suggested that it is staff's recommendation that we do it this way as it will be cheaper than rebidding the project. Mr. Wolfe noted that the bidding process will be somewhat difficult in that we are discussing construction documents prepared by two different engineers. He noted that GHD will be doing the sanitary sewer construction document and HRG will be doing the stormwater construction document and they have to be merged into one construction bid. He noted that it may be viewed as confusing to the bidders who do this type of work with construction documents from two different engineers with one engineer responsible for the stormwater while the other is responsible for the sanitary sewer. He suggested that to simplify the project, it could be done now under an existing contract which has bid prices that have been awarded as a lowest responsible bidder having the work done in advance of the stormwater work.

Mr. Hawk noted that you will know what the costs will be as opposed to putting it out for a bid as it could be higher or lower.

Ms. Lindsey questioned if Bradley is doing the sewer work near that location. Mr. Wolfe answered yes.

Mr. Crissman suggested that you would want to do it now because if we have to go through the paperwork for bidding then we are in the worst part of the season of the year, having construction issues for weather. Mr. Wolfe answered that we would marry the two jobs and they would become one job. He noted that we haven't done a project that way before.

Mr. Crissman made a motion to approve Change Order No. 1 with Joao and Bradley for the PC-5D/E and BC-6 sanitary sewer mini-basin project with an increase in the amount of the contract of \$601,840.35 to create a new price for the contract at \$4,462,505.35. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Change Order No. 2 to the contract with PACT Construction for the
PC-1, Gale Drive, sanitary sewer mini-basin project

Mr. Wolfe noted that this change order is in the amount of \$82,289 for additional work required by PennDOT for the PC-1 Gale Drive mini-basin project. He noted that there was a sanitary sewer line that had to be replaced on Linglestown Road. He explained when the contractor excavated Linglestown Road it was discovered that a storm underdrain was in the roadway that was in the way of the sanitary sewer excavation. He noted that staff needed to replace the entire run of storm drainage system, made up of a six inch pipe that ran 1,200 feet under Linglestown Road. He noted that it had to be done at PennDOT's direction at the time that we had the road open so the work has already been completed. He noted that it was completed using PennDOT's specifications. He stated that the Sewer Department Engineer review the work

and determined it to be acceptable. He noted that it takes the total contract price to \$3,814,679.49.

Mr. Crissman made a motion to approve Change Order No. 2 to the contract with PACT Construction for the PC-1, Gale Drive sanitary sewer mini-basin project with an increase in \$82,289.00 increasing the total contract \$3,814,679.49. Ms. Lindsey seconded the motion.

Mr. Seeds questioned if the six inch pipe was already in the roadway. Mr. Wolfe answered yes. Mr. Seeds noted that the Township dug it up and PennDOT is saying that we have to put it back. Mr. Wolfe answered that is correct. Mr. Seeds noted that we were not aware that the pipe was there.

Mr. Hornung noted that it states that the price was agreed upon at \$71 a foot for 6-inch pipe installed. Mr. Wolfe explained that there was no bid item for that pipe as it was a base drain in the roadway, therefore it had to be an item that was agreed upon by the contractor and staff. He noted that the contractor would have to provide his cost to purchase the materials and price the excavation costs for other similar excavation. Mr. Hornung questioned who would have agreed upon the price. Mr. Wolfe answered that it was GHD.

Mr. Hawk called for a voice vote and a unanimous vote followed.

Change Order No. 3 to the contract with M.F. Ronca and Sons for the PC-1G/H, Forest Hills, sanitary sewer mini-basin project

Mr. Wolfe noted that this change order will take a detailed explanation. He noted that it is a \$4,233,000 change providing a new total contract number of \$1,265,410.76. He explained that there are three reasons for the change order and its amount.

Mr. Wolfe noted that the Dowhower Road stormwater project found that the sanitary sewer system at that location was beyond its useful life and staff did not want to excavate Dowhower Road on two different occasions. He noted that Michael F. Ronca and Sons is the

Township's storm sewer contractor, but he did not have this project within the Township's stormwater contract. He noted that staff used the PC-1G and 1H sanitary sewer mini-basin project which is also a Ronca contract that had contract amounts. He noted that Ronca was willing to provide the same work on Dowhower Road to replace the sanitary sewer system as he replaced the storm sewer system using the contract amounts from the existing sanitary sewer contract for Forest Hills.

Mr. Wolfe noted that a sanitary sewer main in Forest Hills that was 23 feet deep and not expected to be repaired or replaced had to be replaced. He noted that there was a run that had failed and it needed to be dug up. He suggested that the cost for this was roughly \$300,000 of the total amount of the change order.

Mr. Wolfe noted that the remainder of the change order is due to the significant amount of paving, noting that staff had more base paving failures, resulting in the change order to provide for additional base paving in the Forest Hills area.

Mr. Crissman questioned if the engineer underestimated the amount of paving that was required. Mr. Wolfe answered yes. He noted that it is roadway but also driveways. He explained that many times we don't know where the lateral will be on the property. He noted if a higher portion runs in the driveway as opposed to the lawn it costs more for replacement. Mr. Seeds noted that the other one was the 23 foot deep sewer that we weren't expecting to dig up and replace.

Mr. Crissman noted that the larger part was for paving. Mr. Wolfe noted that we are finding that the sanitary sewer program and reconstruction of streets are at a loggerhead as we are rebuilding the street as opposed to patching it. He noted that you get a much better job at the end but it significantly increases the cost of the project. Mr. Seeds noted that we are getting a

much better job in the end and the residents are happy since they had to put up with the construction in their neighborhoods.

Mr. Crissman noted that you wonder why we have a change order for a million dollars that is such a high amount.

Mr. John Trish, 600 Prince Street questioned who M. F. Ronca and Sons are, but it seems like in the last 12 months we had a change orders for \$700,000 and \$1,250,000 and tonight we have a \$1.2 million change order. He stated that he hopes that we are getting the bang for our buck; he would like to have seen Mr. Weaver at the meeting like he was the last time the engineers underestimated the amount of compacting and the improvements that where needed. He noted that the last change order was for \$250,000 noting that he missed that last meeting and he is sure that the taxes will go up and tonight's change orders are close to \$3 million. He noted that we have a good Township and a lot of great people but a lot of people are making a lot of money and he hopes that the Board is looking out for us. He noted that is what you were elected to do.

Ms. Lindsey noted when you look at the change orders as Mr. Wolfe explained them, they were for things that were unforeseen that they did not realize when they went to dig up the ground. She noted that the PennDOT's change order for \$82,000 was for work that we did not know we would have to do as it was mandated. She noted that Mr. Wolfe did a great job in explaining the reasons for the change order.

Mr. Wolfe explained it is extremely important to summarize that each one of the change orders provides for additional work, additional sanitary sewer replacement in the Township, although it may be due to unforeseen conditions. He noted that we are digging up 30 and 50 year old sanitary sewer line without detailed documentation of exactly where they are and how deep

they are and what other utilities are and have been constructed around or over them the last 30 to 50 years. He noted that he agreed with Mr. Trish in that he hates to bring change orders to the Board but what we are dealing with is an unknown quantity and even if we know exactly where it is and how deep it is, we do not know if it needs to be totally replaced.

Mr. Hornung questioned the \$99,000 for paving, and if Mr. Wolfe had any idea how they determine the price that they agree upon and if it is in line with other contractors. Mr. Wolfe noted that it would not be a price that we agreed upon, it would be based on quantities of material that was put down. He noted in the bid there is a price per ton of material and an estimate of quantity, and if we put down the amount of the estimate we go by the same price per ton. He noted that part of the issue is how a contractor shapes his bid and where he put his profit. He noted that an unbalanced bid can be rejected and we do look at that closely. He noted a contractor could gamble and put all his money into the six inch pipe thinking that we will do more than what they estimated. Mr. Hornung noted that it would be interesting if we look at other contracts to see what they had for paving; if you used an agreed bid price for the work and are just multiplying it by the work that is fine. Mr. Wolfe noted that he would get that information for Mr. Hornung.

Mr. Crissman made a motion to approve Change Order No. 3 to the contract with M.F. Ronca and Sons for the PC-1G/H, Forest Hills sanitary sewer mini-basin project in the amount of \$1,265,410.76, increasing the contract to \$5,498,410.76. Mr. Seeds seconded the motion. Ms. Lindsey questioned if this is the old Ronca or new Ronca. Mr. Wolfe answered that it was the old Ronca. Mr. Hawk called for a voice vote and a unanimous vote followed.

Mr. Hawk noted that we have 285 miles of sewer and the work is underground and no one pays attention to the sewer system. He noted when you start digging it up after 50 years...

Mr. Wolfe noted what the Board and the Township have embarked on is a \$200 million project over 20 years to rebuild half of the sanitary sewer system. He noted that there are bumps in the road as we go through the process. Mr. Hawk noted that it is a big undertaking.

Preliminary/final subdivision plan for Parkway Farms, Inc

Mr. Wolfe noted that the Township has received a plan to subdivide parcel 35-004-010 into five lots. The property is located on Parkway West and consists of 114.05 acres. The property is zoned AR Agricultural Residential District and will be served by private well and private sewage system.

Mr. Wolfe noted that the Preliminary/Final Subdivision Plan for Parkway Farms, Inc. proposes to subdivide an existing 113.918 acre tract owned by Parkway Farms into five smaller parcels. The subject property is located along Parkway West in the Agricultural Residential (AR) Zoning District and is partially located within a FEMA approximate flood zone. Parkway Farms will maintain ownership of Proposed Lot #1 which is comprised of 79.389 acres. Proposed Lot #2 which is comprised of 30.592 acres will be conveyed to and combined with the McNaughton Company's parcel to the west which is part of the Autumn Oaks development, and Proposed Lots #3, #4, and #5 will be conveyed and combined with three existing lots along the frontage of Parkway West which are presently developed with single-family homes owned by three different entities.

Mr. Wolfe noted that the Planning Commission approved this plan on November 5, 2014.

Mr. Wolfe noted that the plan has four waivers: 1) Waiver of the requirement to provide a preliminary plan; 2) Waiver of the requirement to provide sidewalk along the property frontages; 3) Waiver of the requirement to provide curbing and road widening along the property frontages. Staff supports both waiver two and three until proposed land development of any of the lots; and

4) Waiver of the requirement to provide a hydrogeological study. He noted that staff Supports this waiver, however if lots require water supply in the future, the study must be conducted with those development plans. This must be noted on the plan prior to recording.

Mr. Wolfe noted that there are four site specific conditions and eight general conditions, and Joel McNaughton is present to represent the plan and answer any questions the Board may have.

Mr. Joel McNaughton, McNaughton Company noted that Tim Wallace who is a representative of Parkway Farms Incorporated and the current owner of the property is also present.

Mr. McNaughton noted that it is a 114 acre tract, 30 acres are being subdivided and connected to the existing Autumn Oaks Development and there are a series of approximately one-acre lot add-ons to existing properties all of whom are members of the Parkway Farms Inc. He noted that he received and reviewed the comments from Township staff and is in agreement with those comments as they will be addressed prior to the recording of the plan.

Mr. Seeds noted that the 4th site specific condition noted that a signature block and certification shall be added for the McNaughton Company whom owns the bordering property that Proposed Lot #2 is shown to be hooked to. He questioned if that means the sewer system. Mr. McNaughton answered that it is for a neighboring property in Autumn Oaks. He noted that the 30 acres is being added on to that. He noted that ultimately he plans to connect this property and extend sewer and water but what they are referring to is that we are adding it to the other property to become part of Autumn Oaks.

Mr. Wolfe noted that the important point to take from this action is that Autumn Oaks is expanding by about 30 acres at which point in the future you will see a plan for that expansion.

Mr. Crissman questioned Mr. McNaughton if he can speak on behalf of the applicant. Mr. McNaughton answered yes.

Mr. Crissman questioned Mr. McNaughton if he is in agreement with the four waivers with staff comments. Mr. McNaughton answered yes.

Mr. Crissman questioned Mr. McNaughton if he was in agreement with the four site specific comments and staff comments. Mr. McNaughton answered yes.

Mr. Crissman questioned Mr. McNaughton if he was in agreement with the eight general conditions to include condition number eight, referencing a letter from HRG dated October 1, 2014 that has 13 comments. He questioned if those comments have been completed or will be completed within the timeline set forth by the Township. Mr. McNaughton answered yes.

Mr. Crissman made a motion to approve the preliminary/final subdivision plan for Parkway Farms Inc., with the following waivers and conditions: 1) Waiver of the requirement to provide a preliminary plan; 2) Waiver of the requirement to provide sidewalk along the property frontages; 3) Waiver of the requirement to provide curbing and road widening along the property frontages. Staff supports both waiver two and three until proposed land development of any of the lots; 4) Waiver of the requirement to provide a hydrogeological study. He noted that staff Supports this waiver, however if lots require water supply in the future, the study must be conducted with those development plans. This must be noted on the plan prior to recording; 5) Provide the required 75' setback from the stream located near the frontage of Proposed Lot #3 on the plan; 6) Street trees shall be provided or demonstrate that the trees presently exist along the roadway frontage negate the need for street trees. The current lots meet the requirement of this section with the existing mature trees on the existing lots. Any new lots will require compliance with this section; 7) the plan shows existing setback lines for proposed Lot #3 and proposed

setback lines for the other lots. Please update the setback lines for Proposed Lot #3 such that proposed conditions are reflected to be consistent with the other lots; 8) A signature block and certification shall be added for the McNaughton Company whom owns the bordering property that Proposed Lot #2 is shown to be hooked to; 9) The applicant shall submit a financial security estimate for any required concrete monuments or install them prior to recording the plan; 10)The applicant shall obtain all required seals and signatures prior to plan recording;11) The applicant shall submit a Sewage Planning Module Exemption granted by DEP; 12) The applicant shall pay a fee in lieu of \$2, of land dedication; 13) The applicant shall pay all required fees prior to recording the plan; 14) Zoning Permits will be required prior to the erection of any structures; 15) Required Note on plan to address Waiver Request #4 that a hydrogeological study as required by 180-701 will be provided for any future subdivision of lots; and 16) Plan approval shall be subject to addressing all 13 comments of Steve Fleming, HRG, Inc. dated October 1, 2014. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Improvement Guarantees

Mr. Hawk noted that there were two Improvement Guarantees and one Stormwater Guarantee to approve.

Tuscan Villas at the Estates of Forest Hills

An extension and 10% increase in a letter of credit with Riverview Bank in the amount of \$144,277.68 with an expiration date of December 2, 2015.

5710 Union Deposit Road

An extension in a letter of credit with Integrity Bank in the amount of \$439,347.12 with an expiration date of December 2, 2015.

Stormwater Guarantees

John and Sandra Byerly - 1600 Parkway West

A new escrow with Lower Paxton Township in the amount of \$7,687.90

Mr. Crissman made a motion to approve the two listed improvement guarantees and one stormwater guarantee. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Resolution 14-35; Acceptance of Roads for Kendale Oaks,
Spring Creek 1A and Maintenance Bond

Resolution 14-36; Acceptance of Roads for Kendale Oaks,
Phase 5 and Maintenance Bond

Resolution 14-37; Acceptance of Roads for Kendale Oaks,
Phases 2 & 3 and Maintenance Bond

Mr. Crissman requested that Resolutions 14-35, 14-36, 14-37 be considered as one unit for adoption.

Mr. Crissman made a motion to approve Resolution 14-35; Acceptance of Roads for Kendale Oaks, Spring Creek 1A and Maintenance Bond; Resolution 14-36; Acceptance of Roads for Kendale Oaks, Phase 5 and Maintenance Bond; and Resolution 14-37; Acceptance of Roads for Kendale Oaks, Phases 2 & 3 and Maintenance Bond. Mrs. Lindsey seconded the motion. Mr. Hawk called for a voice vote and unanimous vote followed.

Payment of Bills

Mr. Seeds made a motion to pay the bills of Lower Paxton Township and Lower Paxton Township Authority and payment of the Purchase Cards for Lower Paxton Township and Lower

Paxton Township Authority. Mr. Crissman seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Adjournment

There being no further business, Mr. Crissman made a motion to adjourn the meeting, and the meeting adjourned at 8:44 p. m.

Respectfully submitted,

Maureen Heberle
Recording Secretary

Approved by,

William L. Hornung
Township Secretary