

**TOWNSHIP OF SALISBURY  
LEHIGH COUNTY, PENNSYLVANIA**

**MINUTES FROM THE BOARD OF COMMISSIONERS  
REGULAR MEETING – 7:00 PM  
August 26, 2010**

The Public Meeting of the Salisbury Township Board of Commissioners was held on the above date in the Township Municipal Building located at 2900 South Pike Avenue, Allentown, Lehigh County, Pennsylvania.

**Members attending:**

Joanne Ackerman  
James Brown, President  
Norma Cusick, President Pro-Tempore  
Robert Martucci, Jr., Vice President  
James Seagreaves

**Staff attending:**

Randy Soriano, Township Manager  
Cathy Bonaskiewich, Assistant Township Manager/Finance Director  
John Andreas, Director of Public Works  
Allen Stiles, Chief of Police  
Cynthia Sopka, Director of Planning & Zoning  
John Ashley, Esquire, Township Solicitor  
David Tetterer, representative of Township Engineer, Keystone Consulting Engineers

**CALL TO ORDER**

President Brown called the meeting to order at 7:00 P.M.

**PLEDGE OF ALLEGIANCE FOLLOWED.**

**NOTIFICATION**

Mr. Soriano informed the attendees that all sessions of the Salisbury Township Board of Commissioners regular meetings are electronically recorded for the purpose of taking the Minutes. All public comments on agenda items would be taken prior to the vote. All public comments related to non-agenda items will be taken after the agenda has been satisfied.

Mr. Soriano announced that the Township records the meetings and archives its tapes and are available pursuant the Right-to-Know Law, if requested.

Mr. Soriano reminded everyone of the 3-minute rule and asked that everyone who wishes to speak to come to the podium, sign up, announce themselves and speak clearly in the microphone.

**APPROVAL OF FINANCIAL REPORT AND BILLS PAYABLE**

**Motion by Commissioner Cusick, seconded by Commissioner Ackerman, to accept the unaudited Financial Report for the period ending July 31, 2010 and approve the list of Bills Payable for the period 8/7/2010 through 8/20/2010.**

**Roll Call vote:**

COMMISSIONER ACKERMAN -YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Motion passed by unanimous vote.**

**MINUTES**

**August 12, 2010**

Commissioner Brown declared the August 12, 2010 Board of Commissioners Regular Meeting Minutes approved as presented.

**OLD BUSINESS**

None

**NEW BUSINESS**

None

**ORDINANCES**

None

**RESOLUTIONS**

**Consideration of Resolution No. 08-2010-1366 requesting an H2O Grant for the Sanitary Sewer Rehabilitation Project and repealing Resolution 06-2010-1361.**

Mr. Soriano noted that the H2O Grant applications submitted for I&I and the Flexer Avenue Waterline Replacement are currently being reviewed, and DEP has informed the Township to

revise the Flexer application budget items (roadway repairs are not eligible except for the trench dug to replace the waterline) in order to comply with a 2/3<sup>rd</sup> to 1/3<sup>rd</sup> request/match. The proposed resolutions have the appropriate figures and the resolutions previously approved will be repealed.

**RESOLUTION 08-2010-1366**

***A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA REQUESTING AN H2O PA GRANT, AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE ALL DOCUMENTS AND AGREEMENTS FOR THE GRANT, AND PROVIDING FOR A MATCH COMMITMENT TO UNDERTAKE THE PROJECT KNOWN AS THE "SALISBURY TOWNSHIP H2O PA SANITARY SEWER REHABILITATION" AND REPEALING RESOLUTION NO. 06-2010-1361***

*WHEREAS, the Township of Salisbury, Lehigh County, Pennsylvania, desires to undertake the project known as the Salisbury Township H2O PA Sanitary Sewer Rehabilitation.*

*NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania that the Township of Salisbury hereby requests an H2O PA Grant of \$330,000 from the Commonwealth Financing Authority to be used for the Sanitary Sewer Rehabilitation Project over a period of three (3) years.*

*BE IT FURTHER RESOLVED, that should the Township of Salisbury be awarded said Grant, it hereby agrees to a match commitment in the amount of One Hundred Seventy Thousand Dollars (\$170,000) over a period of three (3) years toward the total project cost of the Grant Program.*

*BE IT FURTHER RESOLVED, that the Board of Commissioners of Salisbury Township hereby designates Randy Soriano, Township Manager, as the official to execute all documents and agreements between the Township of Salisbury and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.*

*BE IT FURTHER RESOLVED that Resolution No. 08-2010-1361 adopted June 24, 2010 is hereby repealed.*

**Motion by Commissioner Cusick, seconded by Commissioner Martucci, to approve Resolution No. 8-2010-1366 as read.**

**Roll Call:**

COMMISSIONER ACKERMAN –YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Resolution passed by unanimous vote.**

**Consideration of Resolution No. 08-2010-1367 requesting an H2O Grant for the Flexer Avenue Waterline Replacement Project and repealing Resolution 06-2010-1360.**

**RESOLUTION 09-2010-1367**

**A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA REQUESTING AN H2O PA GRANT, AUTHORIZING THE TOWNSHIP MANAGER TO EXECUTE ALL DOCUMENTS AND AGREEMENTS FOR THE GRANT, AND PROVIDING FOR A MATCH COMMITMENT TO UNDERTAKE THE PROJECT KNOWN AS THE "FLEXER AVENUE WATER LINE AND ROAD RECONSTRUCTION PROJECT", AND REPEALING RESOLUTION NO. 06-2010-1360**

*WHEREAS, the Township of Salisbury, Lehigh County, Pennsylvania, desires to undertake the project known as the Flexer Avenue Water Line and Road Reconstruction Project.*

*NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania that the Township of Salisbury hereby requests an H2O PA Grant of \$410,000 from the Commonwealth Financing Authority to be used for the Flexer Avenue Water Line and Road Reconstruction Project over a period of three (3) years.*

*BE IT FURTHER RESOLVED, that should the Township of Salisbury be awarded said Grant, it hereby agrees to a match commitment in the amount of Two Hundred Ten Thousand Dollars (\$210,000) over a period of three (3) years toward the total project cost of the Grant Program.*

*BE IT FURTHER RESOLVED, that the Board of Commissioners of Salisbury Township hereby designates Randy Soriano, Township Manager, as the official to execute all documents and agreements between the Township of Salisbury and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.*

*BE IT FURTHER RESOLVED that Resolution No. 06-2010-1360 adopted June 24, 2010 is hereby repealed*

**Motion by Commissioner Cusick, seconded by Commissioner Seagreaves, to approve Resolution No. 8-2010-1367 as read.**

**Roll Call:**

COMMISSIONER ACKERMAN -YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Resolution passed by unanimous vote.**

Mr. Soriano thanked Keystone Consulting Engineer for their help in putting together the application, and noted that he looks forward to successful funding for the project.

**Consideration of a Motion to adopt Resolution No. 08-2010-1368 providing for the submission of a Grant Application to the County of Lehigh under the Regional Initiative Grant Program.**

Mr. Soriano commented that both the Borough of Fountain Hill and Salisbury Township are going to update their respective SALDOs and have decided to jointly submit a Grant application

to the County of Lehigh seeking funding under the Regional Initiative Grant. Mr. Soriano outlined the scope of work of the grant and the proposed budget, as follows:

## **SCOPE OF SERVICES**

### **Salisbury Township and Fountain Hill Borough Comprehensive Updates of Subdivision and Land Development Ordinances**

#### **I. INTRODUCTION**

*Under this Scope of Services, the consultant will prepare comprehensively updated Subdivision and Land Development Ordinances (SALDO) for Salisbury Township and Fountain Hill Borough. All sections of the current ordinances will be reviewed and updated, and new sections will be added to ensure that: a) the municipalities are using up-to-date regulatory techniques and b) the ordinances fully comply with the Pennsylvania Municipalities Planning Code (MPC).*

*Officials of the two municipalities will initially meet together to discuss major policy matters and municipal coordination matters. Then, municipalities will meet separately to address more detailed matters that are specific to each municipality.*

*This project will result in separate SALDOs that are fully coordinated, particularly in terms of stormwater and traffic impacts. Particular emphasis will be placed on ways to minimize impacts and provide compatibility across municipal borders of these two municipalities and other adjacent municipalities. For example:*

- The development of KidsPeace in Salisbury has extended up to the Fountain Hill border, and may conceivably extend into Fountain Hill in the future;*
- Many steep wooded land forms extend across the municipal boundaries. Almost all of the remaining undeveloped land in the two municipalities have serious constraints in terms of natural features, including the presence of springs, wetlands and steep slopes. The updated SALDOs will make sure there are proper environmental protections in place.*

*A process will be added providing opportunities for review by adjacent municipalities of proposed subdivisions and development projects that are near their borders.*

*Consistent language will make it easier for people to use the ordinances, particularly for entities that work in both municipalities.*

*This project will also work to carry out the draft recommendations of the Salisbury Township Comprehensive Plan and draft Zoning revisions and to bring the Fountain Hill SALDO into conformance with their Comprehensive Plan and recently updated Zoning Ordinance.*

*The expectation is that Fountain Hill will approve a completely new SALDO, because its existing ordinance is 38 years old. Salisbury Township will likely decide to update many portions of its existing ordinance.*

#### **II. PROCESS AND SCOPE OF WORK**

*1. Review of Current Documents – The Consultant will review the following documents:*

- the current Zoning Ordinances,*

- the current Subdivision and Land Development Ordinances, and
- the current Borough Comprehensive Plan and the proposed Salisbury Comprehensive Plan.

2. Initial Workshop Meetings and Discussion Guide – The goal of the first two workshop meetings will be to identify issues and concerns that are most worthy of attention based on the review of the current ordinances and input from the municipalities. A Discussion Guide will be provided in advance of the meeting to highlight major policy issues and alternatives. The officials of the two municipalities will meet together.

3. Initial Draft of SALDO – A first draft of the updated SALDOs will be prepared for review and discussion.

4. Second Draft of SALDO – After the municipalities review the Initial Draft and provide comments, a second draft of the SALDO will be prepared to incorporate revisions.

5. Reviews – A final draft of the ordinances will be provided to the municipalities and Lehigh Valley Planning Commission (LVPC) for their review and comment.

6. Summary – An easy-to-read Summary Memo will be prepared about the proposed SALDOs to increase understanding and promote consensus among the interested members of the general public. This memo will also serve as a press release to area newspapers and can be posted on municipal websites.

7. Advertizement / Public Notice – The proposed SALDOs will be advertized as “new” ordinances to simplify the procedural requirements and to avoid lengthy and expensive legal advertisements.

8. Public Hearing and Adoption – A public hearing will be held by each governing body. The last step will be submitting the two final revised drafts for official adoption by the governing bodies.

### **III. FINAL AND INTERIM PRODUCTS**

The consultant will submit the following final and interim products to each of the two municipalities:

1. 15 copies of Discussion Guide and memos.
2. 15 copies each of: an initial, second and final draft of the SALDOs.
3. A PDF version of the draft SALDOs that can be posted on municipal websites for public review.
4. After adoption, a paper copy ready for reproduction and a digital copy of the ordinances (including Word and PDF versions) on a CD.

### **IV. MEETINGS**

The cost includes the consultant attending a maximum total of 13 workshops/meetings with municipal officials. This is projected to involve 2 joint workshop meetings, 5 workshop meetings with Salisbury officials, 4 workshop meetings with Fountain Hill officials, and a public hearing in each municipality. If additional meetings are requested by a municipality, they will be invoiced based upon standard hourly rates for the meeting time.

### **V. PROJECT COMPLETION SCHEDULE**

*It is anticipated that draft SALDO ordinances will be ready for review by the governing bodies in 7 months:*

<i>Review of Current Documents, Discussion Guide &amp; Initial Joint Workshop Meetings</i>	<i>Months 1 &amp;2</i>
<i>First Draft of the First Articles of the SALDO</i>	<i>Month 3</i>
<i>First Draft of Complete SALDO</i>	<i>Month 4</i>
<i>Second Draft of SALDO</i>	<i>Month 6</i>
<i>Final Draft of the SALDO</i>	<i>Month 7</i>

**VI. PROFESSIONAL FEES**

*The cost for completion of this work scope is \$16,000 for Salisbury Township and \$14,000 for Fountain Hill, for a total cost of \$30,000. It is requested that Lehigh County provide a 50% matching grant of \$8,000 for Salisbury and \$7,000 for Fountain Hill.*

Mr. Soriano noted that the Township is taking the lead in the submission of the Grant and a Resolution to authorize its submission has been circulated, as follows:

**RESOLUTION NO. 08 -2010-1368**

**BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY, LEHIGH COUNTY, PENNSYLVANIA, PROVIDING FOR THE SUBMISSION OF A GRANT APPLICATION TO THE COUNTY OF LEHIGH UNDER THE REGIONAL INITIATIVE GRANT PROGRAM**

**WHEREAS,** *The Township of Salisbury and the Borough of Fountain Hill are applying to the County of Lehigh for a Regional Initiative Grant Program jointly seeking funding in order to update their respective SALDO's; and*

**WHEREAS,** *The Board of Commissioners wish to designate the Township official(s) authorized to submit such application; and*

**WHEREAS,** *both municipalities believe it would be in their best interest to designate the lead municipality to submit the Application for effectuating the intent of the Grant.*

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SALISBURY TOWNSHIP, AS FOLLOWS:**

**NOW, THEREFORE, BE IT RESOLVED** *that the Township Manager, Randy Soriano and/or.; the Director of Planning and Zoning, Cynthia Sopka are authorized to submit such application and sign the appropriate municipal certifications to effectuate the same.*

**BE FURTHER RESOLVED,** *that Salisbury Township will be designated as lead municipality in the submission of the County Regional Initiative Grant and effectuating the intent of the Grant.*

**APPROVED AND ADOPTED** *this 26th day of August, 2010 by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania at a regular public meeting.*

**Motion by Commissioner Cusick, seconded by Commissioner Martucci, to approve Resolution No. 08-2010-1368 as read.**

**Roll Call:**

COMMISSIONER ACKERMAN -YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Resolution passed by unanimous vote.**

Mr. Soriano announced that the Township and the Borough, together, applied for a \$200,000 storm sewer installation project. Mr. Soriano announced that the County has funded this initiative and the work will commence in early 2011. Mr. Soriano noted that the Township took the lead in writing the Grant and again thanked the Township Engineer for the required work scope, budget estimates and maps necessary for the submittal. Mr. Soriano also praised the work of his Administrative Assistant, Shemaine Wilson, in helping to package the Grant Application.

Mr. Soriano noted that the work entails the installation of new storm water piping that will start from the existing catch basin at the intersection of Public Road and Cardinal Drive and will end at Jeter Avenue and Public Road (Ward 1), connecting to the existing storm sewer on Dodson Street in Fountain Hill. This work will consist of installing approximately 2,100 linear feet of 18" piping along with five new manholes and four new inlets.

### **MOTIONS**

**Motion to approve the 2011 Budget Calendar dates and Special Meetings conflicting with Holidays.**

Mr. Soriano noted that the staff would like to confirm dates for the upcoming Budget meetings and special meetings of the BOC that will be impacted by Holidays.

#### **Normal Meeting Date**

Thursday November 11, 2010(Veterans Day)  
Thursday, November 25, 2010(Thanksgiving)  
Thursday, December 23, 2010  
(on the 23<sup>rd</sup>, the Township will observe Christmas Eve, which is pushed back due to Christmas being observed on Friday)

#### **New Meeting Date**

**Wednesday, November 10, 2010**  
**Tuesday, November 23, 2010**  
**Wednesday, December 22, 2010**

**Motion by Commissioner Cusick, seconded by Commissioner Seagreaves, to approve the revised list of Special Meetings for the review of the 2011 Budget.**

**Roll Call:**

COMMISSIONER ACKERMAN -YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Motion passed by unanimous vote.**

**Consideration of a Motion to renew the Lease and Employment Agreements with Mr. Charles Durner.**

Mr. Soriano noted that the Board will need to renew the position of Charles Durner and his Lease arrangement with regards to the house at Franko Farm. Mr. Soriano noted that the Township will renew the existing terms and conditions and only change the dates of commencement and termination of the Agreement. There will be no changes to benefits and compensation.

Commissioner Ackerman posed a question concerning the responsibility of the Township with regards to repairs and improvements. Commissioner Cusick noted that both Charlie and his wife maintain the premises in an immaculate condition. Mr. Soriano noted that last year, both Charlie and his wife signed the Lease, something not done in prior years. The two documents are as follows:

**EMPLOYMENT AGREEMENT**

*THIS AGREEMENT is made as of the \_\_\_\_\_ day of September, 2010, by and between the TOWNSHIP OF SALISBURY, a Pennsylvania municipal corporation and First Class Township with its municipal offices located at 2900 South Pike Avenue, Salisbury Township, Lehigh County, Pennsylvania (hereinafter "Township");*

**AND**

*CHARLES J. DURNER, JR., an adult individual residing at 1301 Black River Road, Bethlehem, Lehigh County, Pennsylvania (hereinafter "Durner").*

*WHEREAS, Township desires to employ Durner, on a part-time basis, as a Township Park Grounds Caretaker, Assistant Meter Reader, and Animal Control Officer; and*

*WHEREAS, Durner desires to be employed by the Township, on a part-time basis, as a Township Park Grounds Caretaker, Assistant Meter Reader, and Animal Control Officer.*

*NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:*

1. *Employment. Township hereby employs Durner, and Durner hereby accepts part-time employment with the Township, as Township Park Grounds Caretaker, Assistant Meter Reader, and Animal Control Officer. Durner shall perform such duties as may, from time to time, be designated by the Township Manager, including, but not limited to, the duties and responsibilities set forth in Paragraph 7 herein, and on the position description attached hereto as Exhibit "A" and incorporated herein by reference.*

2. Compensation. *In consideration for the services rendered by Durner, Durner shall be compensated at a rate of eleven and 00/100 (\$11.00) Dollars per hour. Durner shall work a minimum of twenty (20) hours per week for fifty (50) weeks during the year.*
3. Franko Farm Residence Option. *Durner shall have the option of resident in the Franko Farm house during the term of the Agreement, or any extensions or renewals thereof, by providing prior written notification to the Township Manager of his intention to exercise this option. Should Durner exercise this residence option, Durner's total compensation as set forth in Paragraph 2 herein shall be changed and adjusted as follows:*
  - a. *In consideration for the services rendered by Durner, Durner shall be compensated at the rate of Ten and 00/100 (\$10.00) Dollars per hour and Durner shall work a minimum of fifteen (15) hours per week for fifty (50) weeks during the year. The exact days each week to be worked by Durner shall be determined at least one (1) week in advance by the Township Manager based upon the seasonal work load.*
  - b. *The Township will at all times have the right to determine the amount of space in the Franko Farm house that will be made available as a residence for Durner. If the residence option is exercised by Durner, Durner shall be required to enter into a written Lease Agreement with the Township in a form deemed satisfactory to the Township*
  - c. *Durner shall be on-call at all times for any activities at the Franko Farm site unless other prior arrangements deemed satisfactory to the Township shall have been made with the Township Manager.*
4. Withholding of Taxes. *The amounts to be paid to Durner under Paragraphs 2 and 3 herein are gross amounts and shall be subject to all applicable withholding taxes.*
5. Other Benefits. *Subject to the terms of this Agreement, Township will provide Durner with the following benefits:*
  - a. *Township will provide Durner with such health insurance benefits as are provided generally for non-union, non-uniformed Township employees in accordance with standard Township policy, as may be in effect from time to time.*
  - b. *Durner shall be included under the Township Workers' Compensation insurance policy.*
  - c. *Two (2) weeks paid vacation at 26 hours per week of paid vacation time for the two weeks shall be provided.*
  - d. *An initial forty-five (45) days of sick leave time is provided, and future granting of sick leave will be in accordance with the existing policy governing permanent full-time administrative employees. It is further understood that the base of compensation to figure out sick leave pay shall be based on the four (4) hours per day multiplied by Durner's hourly rate in effect at the time.*

*No other benefits shall be provided by the Township to Durner.*

6. Term.

a. In General. The terms of this Employment Agreement shall be for a period of one (1) year commencing on October 31, 2010 and ending on October 31, 2011, and may be renewed with the consent of both parties for one (1) year periods subject to the terms of this Agreement for any such renewal period(s). Renewals shall be subject to mutually acceptable modifications and shall be entered into at least fifteen (15) days before the expiration date of the initial term of this Agreement, or any one year renewal thereof.

b. Early Termination by Township. Township shall have the right to terminate this Agreement and remove Durner at any time, upon thirty (30) calendar days written notice to Durner, for just cause, or for failure by Durner to perform his required duties or to perform under the terms of this Agreement.

c. Early Termination by Durner. Durner may voluntarily resign his position at any time upon thirty (30) calendar days written notice to Township. Upon giving such resignation, Durner shall provide the Township with any assistance it may reasonably require in making certain that any and all records maintained by Durner in the performance of his duties under the terms of this Agreement are in order so as to facilitate the hiring of a replacement.

7. Duties and Responsibilities.

a. In General. As Township park Grounds Caretaker and Assistant Meter Reader, Durner shall be responsible for:

i. Assisting with the reading and data recordation of utility meters during the quarterly utility billing period,

ii. Supervising and inspecting Township Park grounds, including, but not limited to, opening and closing gates and buildings on the Park grounds, maintaining picnic areas and restrooms in a clean, neat orderly condition on weekends, etc.,

iii. Operating the Township's Drop-off and Recycling Centers,

iv. Performing any and all custodial functions associated with the maintenance of the Township's "Franko Farm" site,

v. Monitoring activities that take place at the Township's "Franko Farm" site, including the opening and closing of building and gates as required,

vi. Performing such other duties and functions as are periodically assigned to Durner by the Township Manager.

b. Records and Reports. Durner shall keep time records of his daily work hours and activities. Durner shall also file a monthly activity report with the Township Manager summarizing his activities during the preceding month and shall file a daily incident report with the Township Manager if any property damage or irregular occurrences at the Township's park grounds or drop-off centers is observed by Durner. Durner's records and reports shall be available for inspection by the Township Manager during business hours upon request. For the purpose of preparing such reports and records, Durner shall have reasonable access to clerical assistance from the Township secretarial staff as designated by the Township Manager.

8. Miscellaneous Provisions.

- a. Effective Date. This Agreement shall become effective as of the date of its execution.
- b. Severability. If any provision of this Agreement, or any portion thereof, is held to be unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- c. Waivers. No term or provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party making the waiver.
- d. Integration. This Agreement contains the entire agreement between the parties relating to Township's employment of Durner. There are no collateral understandings or agreements between the parties relating to said subject matter, and this Agreement shall supersede any and all prior agreements and understandings between the parties relating to said subject matter.
- e. Modification. This Agreement may be amended only by a writing duly executed by both parties.
- f. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
- g. Section Headings. The section and subsection headings contained in this Agreement are included for the purpose of convenience only and shall in no way affect the meaning, construction, or interpretation of any provision of this Agreement.

**Motion by Commissioner Cusick, seconded by Commissioner Martucci, to renew the Employment Agreement and Lease Agreement with Charles Durner for 2010-2011.**

**Roll Call:**

COMMISSIONER ACKERMAN -YES  
COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-YES  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Motion passed by unanimous vote.**

**COURTESY OF THE FLOOR**

Commissioner Cusick discussed a recent fire on Emmaus Avenue and questioned if the emergency personnel had difficulty in trying to ascertain the owner of the property. Chief Stiles stated that he was able to locate the name of the owner once he got back to the Municipal Building. Chief stated that going forward, he is hopeful that the Department will be able to obtain the property owner's information more quickly with new mobile data terminals.

Commissioner Cusick also asked about the availability of water from the hydrants. Mr. Andreas noted that the fire hydrants are routinely flushed in that area and this particular one used to fight the fire had optimal water pressure at about 120 psi.

Commissioner Seagreaves brought forth an inquiry he received from a resident. He stated that the resident was concerned about someone trying to lure a four year old girl into a car in the area of Alton Park. Chief Stiles stated he had not yet received that information.

Commissioner Brown inquired whether the Township had sent a Thank You letter to the departing member of the Planning Commission. Mr. Soriano stated that a letter will be sent out on Monday, August 30, 2010.

Commissioner Cusick inquired about the search to replace the vacant seat on the Zoning Hearing Board. Commissioner Seagreaves stated that he has not found a replacement yet. Commissioner Cusick questioned if the person has to be from a specific ward. Commissioner Brown stated that each ward has to be represented. Mr. Soriano noted that it is the burden of the members of the Zoning Hearing Board to make sure there is a full Board at each meeting, especially now since they are short a member.

Chief Stiles reported on the traffic study conducted on Lehigh Avenue. He stated that the highest speed they found was around 34 mph.

Ms. Sopka had a correction to a report from the Planning, Zoning and Code Enforcement Department. She stated that there were two zoning appeals, not 23; and there should be 47 Zoning and Building permits, not 24.

#### **ADJOURNMENT**

Commissioner Cusick made a Motion to adjourn the Meeting. Seconded by Commissioner Martucci. The time was 7:25 p.m.