

**TOWNSHIP OF SALISBURY  
LEHIGH COUNTY, PENNSYLVANIA  
MINUTES FROM THE BOARD OF COMMISSIONERS  
June 9, 2011  
REGULAR MEETING – 7:00 PM**

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:**

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

**Staff attending:**

Randy Soriano, Township Manager  
Cathy Bonaskiewich, Assistant Township Manager/Finance Director  
John Andreas, Director of Public Work  
Allen Stiles, Chief of Police  
Cynthia Sopka, Director of Planning & Zoning  
John Ashley, Esquire, Township Solicitor  
David Tettermer, 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 three 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. Mr. Soriano added that the speaker has a choice not to list his/her address; however, it is preferred

that the speaker announce if he or she is a Township resident. He noted that if a resident does not divulge his or her address, it will impair the Township with administrative follow ups on a particular issue.

### **APPROVAL OF BILLS PAYABLE**

Mr. Soriano pointed out revisions to the payment to Joao & Bradley, which was corrected to reflect the payment of \$9,905.02. He noted that the revised bills total is \$333,076.87.

Commissioner Cusick posed a question regarding item 244, more specifically the payment to Groundhog Lawn & Landscaping in the amount of \$1,500. Mr. Soriano noted that this was in regards to abatement of nuisances that were sent by the Township Code Enforcement Officer.

**Motion by Commissioner Cusick, seconded by Commissioner Ackerman, to approve the list of Bills Payable for the period 5/21/2011 through 6/3/2011.**

**Roll Call:**

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

**The Motion passed by 4-0**

### **MINUTES**

**May 26, 2011**

Commissioner Brown declared the May 26, 2011 Board of Commissioners Regular Meeting Minutes approved as presented.

### **NEW BUSINESS**

### **ORDINANCES**

Mr. Soriano announced that at the next meeting of June 23, 2011, the Board will hold a Public Hearing on the proposed Lock Box Ordinance.

### **RESOLUTIONS**

None

### **MOTIONS**

**Motion to approve the Lease with County of Lehigh for the Magisterial District Court 31-01-08.**

Mr. Soriano noted that the Township was the only one that submitted a proposal pursuant to the RFP led by the County. He stated that there were several revisions made to the agreement with the County to lease approximately 2,080 sq ft of office space at 3000 S. Pike Avenue. Mr. Soriano noted that the Lease is for a five year period, with the first three years holding the rent at the existing price, and a rate increase of 3% during the fourth and fifth year. Mr. Soriano read into the record the Lease, as follows:

**LEASE AGREEMENT**

*THIS LEASE AGREEMENT (hereinafter referred to as "the Lease") made this \_\_\_\_\_ day of May, 2011, by and between **TOWNSHIP OF SALISBURY**, 2900 South Pike Avenue, Allentown, Pennsylvania, 18103, hereinafter sometimes referred to as Landlord;*

AND

***COUNTY OF LEHIGH**, 17 South Seventh Street, Allentown, Pennsylvania 18101, hereinafter sometimes referred to as Tenant.*

WITNESSETH:

**I. PREMISES:**

*Landlord hereby leases to Tenant, which does hereby rent from Landlord, that certain premises located in the Township of Salisbury, Lehigh County, Pennsylvania, (hereinafter referred to as "the Demised Premises"), comprising of approximately 2,080 square feet, and known and described as 3000 South Pike Avenue, Pennsylvania 18103, including four reserved parking spaces for court staff and six additional parking spaces dedicated for public users of the District Court.*

**II. TERM:**

*A. This Lease shall be for a period commencing on July 1, 2011 (the Commencement Date), and terminating at midnight on June 30, 2016 (the Termination Date).*

*B. Unless the original term or any renewal thereof is extended in writing and executed by both Landlord and Tenant, this Lease shall terminate on the Termination Date without the necessity of any notice from either Landlord or Tenant, and Tenant hereby waives notice to vacate the Demised Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Demised Premises from a tenant holding over to the same effect as if statutory notice had been given.*

*C. If Tenant shall be in possession of the Demised Premises after the Termination Date in the absence of any agreement extending the term hereof, the tenancy under this Lease shall be month to month, terminable by either party hereto upon not less than thirty (30) days prior written notice to the other. All terms set forth herein shall prevail during the monthly tenancies above set forth with the exception that the rental each month shall be one hundred five percent (105%) of the monthly rental during the last month of the term of the Lease prior to the Termination Date.*

**III. USE OF THE DEMISED PREMISES:**

*Tenant shall use the Demised Premises for such purposes as the County of Lehigh deems appropriate for operation of a District Court including but not limited to use as office space and storage space. Access to the Demised Premises shall be available twenty-four (24) hours a day.*

**IV. RENTALS PAYABLE:**

A. Tenant covenants and agrees to pay to Landlord, as monthly rental for the Demised Premises, beginning with the month in which Commencement Date occurs, the following:

First Year:	\$2,379.87 per month (\$13.73/sq. ft.)
Second Year:	\$2,379.87 per month (\$13.73/sq. ft.)
Third Year:	\$2,379.87 per month (\$13.73/sq. ft.)
Fourth Year:	\$2,452.66 per month (\$14.15/sq. ft.)
Fifth Year:	\$2,487.33 per month (\$14.35/sq. ft.)

The monthly rental payments provided for above, shall be due and payable on or before the first day of each calendar month during the term of this Lease or any extension thereof, the first monthly installment to be paid on the Commencement Date of the Lease.

**V. CONDITIONS OF TERMINATION:**

Prior to the Termination Date, and notwithstanding any other terms or conditions to the contrary, Tenant shall have the right to terminate this Lease at any time, with not less than sixty (60) days prior written notice, if it is not satisfied with the quality of service provided by Landlord or if Landlord fails to fulfill any of the terms or conditions of this Lease after notice and opportunity to cure. If the County alleges some condition(s) exists with which they are not satisfied, then the County shall provide in writing to the Township a list of those deficiencies. Within five (5) days of receipt of the list, the Township shall commence cure of the deficiencies. If the County and Township cannot mutually agree that the deficiencies have been cured, then the County shall be eligible to terminate this Lease upon sixty (60) days written notice and shall vacate the Demised Premises within the sixty (60)-day time period. Tenant may also terminate this Lease if the Pennsylvania Supreme Court or the AOPC elects to consolidate District Court operations. If such consolidation should occur, the Tenant shall provide written notice to the Landlord at least sixty (60) days prior of its intent to vacate the Demised Premises and cease operations.

**VI. PAYMENT OF RENTALS:**

All rent shall be payable, without prior notice or demand, at the address hereinafter set forth for the giving of notice to Landlord. Tenant reserves the right to withhold payment of rent, in whole or in part, including the right of setoff, for Landlord's failure to provide timely and fully the services agreed to be provided in this Lease or to satisfactorily fulfill any of the terms or conditions of this Lease.

**VII. LEASEHOLD IMPROVEMENTS:**

i. All leasehold improvements, except as otherwise set forth herein, whether installed and/or paid for by Landlord or by Tenant, shall, upon completion of installation, be and remain the property of Landlord subject to the obligation of Tenant to maintain same during the term of this Lease or any extension or renewal thereof. Exceptions – Any closed circuit television camera system installed by Tenant shall remain the property of Tenant and may be removed by Tenant.

ii. The Demised Premises is leased in a completed condition including heat for the waiting room area. Any subsequent changes or renovations required or desired by Tenant shall be made at the sole cost and expense of Tenant.

iii. Tenant shall not make any improvements or alterations to or within the Demised Premises without having first obtained the written consent of the Landlord, which consent shall not be unreasonably withheld.

*Landlord shall provide HVAC equipment adequate to heat, cool and ventilate the Demised Premises to Tenant's satisfaction and shall be responsible for the maintenance of said HVAC equipment servicing the Demised Premises, including replacing the filters and cleaning the air handler louvers quarterly or more frequently, if required.*

**VIII. REPAIRS:**

*A. Landlord shall be responsible to make all structural repairs to the Building and for all interior and exterior maintenance to the Demised Premises except for those items otherwise covered in this Lease as being the responsibility of Tenant to maintain. Landlord shall keep the exterior and roof of the Building in good repair; provided that the damage which Landlord is called upon to restore shall not have been caused by the negligence of Tenant or those acting for or under it in which event Tenant shall pay the costs of such repairs. Landlord shall at all times maintain and promptly repair the plumbing, lighting fixtures, electrical, HVAC (including filters) and other mechanical installations within the Demised Premises and serving the Demised Premises except as may be expressly set forth elsewhere in this Lease.*

*B. Tenant shall surrender the Demised Premises at the expiration of the Term or at such other time as it may vacate the Demised Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear, damage by fire, unavoidable accident or Act of God.*

*C. Notwithstanding any other provision of this Lease, Landlord, and not Tenant, shall be liable for any and all interior repairs which may result from any structural failure of the building unless caused by Tenant in which event Tenant shall be responsible therefore. Further, while the Landlord shall be responsible for all interior and exterior maintenance, the Tenant shall be responsible for any liability arising out of providing janitorial services for cleaning the interior of the leased space.*

**IX. UTILITIES AND SERVICES:**

*Landlord shall provide at its expense all utilities, water and sewer, real estate taxes, snow/trash/recycling removal, lawn and shrub maintenance, pest control and appropriate signage except that Tenant, at its expense, shall be responsible for interior janitorial services, telephone, and separately metered electric/gas.*

**X. FIRE OR OTHER CASUALTY:**

*A. If the Building or the Demised Premises shall be damaged by fire, the elements, accident or other casualty, howsoever occurring, to an extent that the same can be restored to the condition existing before the occurrence of such casualty within one hundred twenty (120) calendar days of the date of the occurrence of such casualty, Landlord shall, at its own cost and expense, repair the same to such prior condition. During the period of untenantability, rental otherwise due by Tenant shall abate in proportion to the area of the Demised Premises rendered untenantable.*

*B. If the Building or the Demised Premises shall be damaged by fire, the elements, accidents or other casualty, howsoever occurring, to an extent that either the Building or the Demised Premises or both cannot be restored to the condition existent immediately before the occurrence of such casualty within one hundred twenty (120) calendar days of the date of the occurrence of such casualty, then Landlord may terminate this Lease by giving written notice to Tenant within thirty (30) days of the date of occurrence of such casualty. Should Landlord give such notice to terminate, then, upon the satisfaction by Tenant of all obligations on its part hereunder to Landlord, all liability of each party to the other under the terms of this Lease shall cease and terminate as of the date of such notice. Should Landlord not give such notice, then Landlord shall cause the Demised Premises and the Building to be restored to its prior condition. Should Landlord not give such notice, Tenant shall have thirty (30) days from the expiration of the Landlord's thirty (30) day period to elect to terminate this Lease by giving written notice to terminate, then, upon the satisfaction by Tenant of all obligations on its part hereunder to Landlord, all liability of each party to the other under the terms of this Lease shall cease and terminate as of the date of such notice. Should Landlord or Tenant not give such notice, then Landlord shall cause the Demised Premises and the Building to be restored to its prior condition.*

C. Should Landlord neither have restored nor have begun restoration within such one hundred twenty (120) day period, Tenant shall have the right to terminate this Lease on fifteen (15) days notice to Landlord, provided, however, that if such restoration is completed within such notice period, then such notice of cancellation shall be of no force or effect.

D. Except to the extent hereinbefore provided, and except to the extent that damage results from the negligent, intentional act of the Landlord, Landlord shall not be liable for any damage, compensation or claim by reason of the necessity of repairing the Building or the Demised Premises, the interruption in the use of the Demised Premises, any inconvenience or annoyance arising as a result of such repairs or interruptions, or the termination of this Lease by reason of damage to or destruction of the Building or the Demised Premises.

E. Landlord will not be liable for any damage to Tenant's leased property, by theft, casualty or otherwise, nor for any personal injury or other property damage, unless any such injury or damage is caused by the Landlord's negligence or the negligence of its employees or agents.

F. Tenant will not do anything on or to the Demised Premises that may subject the Landlord to any liability for damage to person or property. Tenant shall indemnify and hold the Landlord harmless from any and all liability due to: (1) any breach of any covenant contained in this Lease to be performed by Tenant; (2) any other personal injury or property damage to the extent the same was caused or occasioned by any act or omission of the Tenant, its agents, servants, or employees, excluding Attorney's fees. Tenant reserves the right to defend any action filed.

G. With respect to the Tenant's use of the existing restroom facilities located within the Demised Premises, which public access to such facilities is not allowed, the Tenant agrees that any determination of the use of the restroom facilities shall be made solely by the Tenant and the Landlord shall not be held liable for any claims or actions brought by a third party as a result of the Tenant's decision to not allow for public restroom facilities.

#### **XI. CONDEMNATION:**

If the whole or any part of the Building or Demised Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the rental shall be reduced proportionately as to the portion of the Demised Premises so taken. Tenant shall not be entitled to any portion of the award for the fee or leasehold or any element thereof and the entire award shall belong to the Landlord: provided, however, that Tenant may apply for reimbursement from the condemning authority for moving expenses, if permitted. If the taking shall affect Tenant's ability to use the remaining portion of the Demised Premises for the purposes Tenant desires, then the Lease shall be terminated at Tenant's sole option.

#### **XII. EVENTS OF DEFAULT**

A. The following shall constitute events of default of Tenant for which Landlord may exercise its remedies at law or in equity:

1. If Tenant defaults in the payment of any monthly rental payment due under the terms of this Lease and if such default shall continue for a period of ten (10) days after the date of written notice of the default from Landlord to Tenant.

2. Any other default of the Tenant in fulfilling any of the other covenants of this Lease if such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the nature of said default.

B. The Landlord shall be in default of this Lease if it fails to fully and promptly comply with any term or condition of this Lease, immediately after notice, or if it acts in any manner which adversely affects Tenant's quiet enjoyment of the Demised Premises or creates conditions or fails to correct conditions which limit the use of the Demised Premises for its intended purposes. In the event Landlord defaults, then all rent shall abate for the period until Landlord cures the default. Furthermore, Tenant may, in addition, either terminate this Lease, perform the duties required to be performed by the Landlord and setoff the costs thereof against any rent due or payable in the future, and/or exercise any other available remedies at law or in equity.

**XIII. INSPECTION BY LANDLORD**

*Tenant shall permit Landlord, its agents, servants and employees and contractors to enter all parts of the Demised Premises during Tenant's normal business hours to inspect the same and to enforce or carry out any provisions of this Lease, so long as said inspection does not interfere with Tenant's intended use of the Demised Premises.*

**XIV. WAIVERS:**

*Neither Tenant's nor Landlord's failure to insist upon strict performance of any covenants of this Lease or to exercise any option or right herein contained shall be a waiver or relinquishment for the future of such covenant, right or option, and the same shall remain in full force and effect.*

**XV. SUCCESSORS AND ASSIGNS:**

*This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.*

**XVI. NOTICES:**

*All notices from TENANT to LANDLORD shall be directed to LANDLORD at: Salisbury Township Municipal Building, 2900 South Pike Avenue, Allentown, Pennsylvania, 18103, ATTN: Salisbury Township Manager. All notices from LANDLORD to TENANT shall be directed to TENANT at County of Lehigh, Attn: Magisterial District Judge Administrator, Lehigh County Courthouse, 455 Hamilton Street, Allentown, Pennsylvania, 18101 and County of Lehigh, Attn: County Solicitor, Lehigh County Government Center, 17 South Seventh Street, Allentown, Pennsylvania 18101.*

*Either party may designate, in writing, a substitute address for notices, and thereafter notices shall be directed to such new address. Notices shall be sent via certified mail and the date of notice shall be the date of mailing.*

**XVII. APPLICABLE LAW:**

*This Lease shall be construed under the laws of the Commonwealth of Pennsylvania.*

**XVIII. CAPTIONS AND HEADINGS:**

*Captions and headings contained in this Lease are for convenience only and form no part of this Lease.*

**XIX. NO MODIFICATION:**

*This writing is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all prior negotiations, considerations, representations and statements between the parties having been incorporated herein. No course of prior dealing between the parties shall be relevant to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties shall not be relevant nor admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing signed by both of the parties hereto or their duly authorized agents.*

**XX. SEVERABILITY:**

*If any of the terms, provisions or conditions of this Lease, or any portion thereof, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.*

**XXI. UNDUE INFLUENCE**

*Landlord agrees not to hire any Tenant personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this Lease for up to and including one year following the termination of the employee from Tenant's service. Failure to abide by this provision shall constitute a breach of this Lease.*

**XXII. AVAILABILITY OF FUNDING:**

*Notwithstanding anything in this Lease to the contrary, Landlord agrees that all payments due from the Tenant as required under the Lease are contingent upon the availability of appropriated funds to the Tenant.*

**XXIII. TAX OBLIGATIONS OF LANDLORD:**

*Landlord hereby certifies that as a condition precedent to the execution of this Lease, and as an inducement for the Tenant to execute the Lease, that it is not delinquent on any taxes owed to the Tenant. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.*

*Notwithstanding any other provision of this Lease to the contrary, Landlord agrees as a specific condition of this Lease that it shall remain current on all taxes it owes to the Tenant. Should the Landlord become delinquent on any taxes it owes to the Tenant during the term of this Lease, or any renewals thereof, Landlord may be deemed to be in breach of this Lease by the Tenant and, in addition to any other remedies available to Tenant for such breach, Landlord hereby specifically agrees and authorizes the Tenant to apply any such funds then due to the Landlord under the terms of this Lease or any renewals thereof directly to the taxes owed by the Landlord to the Tenant until said taxes are paid in full.*

**XXIV. COVENANTS, REPRESENTATIONS AND WARRANTIES:**

- A. The Landlord covenants, represents and warrants:*
- 1. That it has or will make all modifications, if any, necessary to bring the Building and the Demised Premises into compliance with the American Disabilities Act.*
  - 2. That the person or persons signing on behalf of the Landlord are duly authorized to do so.*
  - 3. That the Landlord is entering into this Lease either in the ordinary course of its business activities or pursuant to a resolution of its Board of Directors (or other governing body) validly called and held. If requested, the resolution, including in it the names and positions of the persons authorized to sign this contract, shall be forwarded to the County upon the signing of this Lease.*
  - 4. That the Landlord now complies with and will continue to comply with for the duration of this Lease, all applicable law in its business and activities which pertain to the performance of this Lease, including, without limitation, the following:*
    - a. Title VII of the Civil Rights Act of 1964, all EEOC regulations and all laws relating to equal employment opportunity.*
    - b. The Equal Pay for Equal Work Law and all other laws relating to sex discrimination.*
    - c. The Federal Age Discrimination in Employment Act and any amendments thereto, 29 Section 620 et seq., especially the 1978 amendments thereto, Public 95-256, Section 1 et seq., Act of April 6, 1978, 92 Statute 189 and hereby states that it will not mandate the retirement of any employee on the basis of age, or for any other reason prohibited*

by the aforesaid act.

d. *The Older Americans Act of 1965 as amended (P.L. 89-73, Section 1, Stat. 219) and the Administrative Code of 1929 as amended by Act 1978-7 (P.L. 177, No. 175) and all regulations promulgated thereunder.*

e. *Those laws relating to the fiscal management and accounting of public funds. Tenant, in its sole discretion, shall have the privilege of examining and or auditing the records of the Landlord which pertain to this contract to ascertain or verify compliance with this subparagraph.*

f. *The Americans with Disabilities Act.*

g. *The Immigration, Reform and Control Act of 1986.*

h. *The Pro-Children Act of 1994.*

i. *The False Claims Act, 31 U.S.C. § 3729 et seq.*

**XXV. LEASE CONTENTS:**

*This Lease consists of pages 1 -13 plus attachments, if any. All of said contents shall be deemed interrelated.*

*IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals to this Lease as of the day and year above first written, intending to be legally bound hereby.*

**Motion by Commissioner Cusick, seconded by Commissioner Seagreaves, to approve the five year Lease for approximately 2080 sq ft at 3000 S. Pike Avenue for use by the County of Lehigh District Court 31-01-08 and authorize, as previously approved, the Township Manager to execute the same.**

**Roll Call:**

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

**The Motion passed by 4-0**

**Motion to approve Final Payment to & Bradley in the amount of \$9,905.02 for the Flexer Avenue Water Main Replacement Project.**

Mr. Soriano stated that this represents Final Payment to the Contractor for the water main replacement on Flexer Avenue, from Green Acres Drive to Cedar Lane. He noted that all work has been satisfactorily completed.

Commissioner Brown asked the Engineer if he was satisfied with the work. Mr. Tetterer answered in the affirmative.

**Motion by Commissioner Cusick, seconded by Commissioner Ackerman, to approve final payment to Joao & Bradley in the amount of \$9,905.02 for the Flexer Avenue Water Main Replacement Project.**

**Roll Call:**

COMMISSIONER ACKERMAN -YES

COMMISSIONER SEAGREAVES-YES  
COMMISSIONER MARTUCCI-ABSENT  
COMMISSIONER CUSICK-YES  
COMMISSIONER BROWN-YES

**The Motion passed by 4-0**

**OLD BUSINESS**

Mr. Soriano reported on the grass collection alternative option as a result of the Board discontinuing curbside grass collection. Mr. Soriano stated the following:

“Effective July 2, 2011, the Township will cease curbside grass clipping collection services for residents so Waste Management will no longer pickup grass clippings at curbside. The Township believes that residents would benefit from grass cycling by leaving grass on their lawns.

**DON'T TRASH GRASS! SAVE TIME AND MONEY! REDUCE WASTE**

*You can have a healthier green lawn by leaving grass clippings where they fall! It's simple... grass clippings left on the lawn will decompose and act as a natural organic fertilizer. This allows you to reduce the amount of additional commercial fertilizer you need to apply. Your lawn will still be healthy and green because each time you mow, you will be returning valuable nutrients to the soil.*

**The key word is “less”...** less fertilizer, less water, less work and best of all, less waste! Recycling clippings back into the lawn requires less effort than disposing of them as waste. No one has to handle the clippings- not you, not your lawn care professional and not the waste management crew- you can reduce your mowing time by nearly 40% by not bagging, and spend less money on fertilizer and trash bags. And by not trashing grass, you will be doing your part for the environment by reducing waste.

**FOR THE NON BELIEVERS THAT WILL NEED TO DISPOSE OF GRASS ....** The Township will make available grass containers, through our existing hauler, Waste Management, at each Drop off Center(s) Franko Farm and Devonshire Road. Residents can transport their grass clippings at drop off centers when they are open for the current uses of accepting Yard Waste.

- Only Grass allowed- No commingling with your yard waste or other plants waste.
- Grass clippings must be separated and transported by residents to the drop off centers.
- Proper ID will be required to determine residency.
- Bags and other containers used to transport the grass clippings will be checked to make sure that they contain only grass clippings and no other waste. Contaminated bags will not be accepted and will be returned to the resident. Bags that contain grass clippings only will be dumped into the grass containers and empty bags will be returned to the residents. The Township will not accept any bags after being emptied. Residents that utilize trailers to transport the grass must be able to shovel the grass into the containers, which will be equipped with doors. No Township personnel will be permitted to shovel grass from trailers.
- The Township Drop off Centers for grass clipping collection will be for grass clippings generated only from home owners mowing their own grass. Residents that currently use a commercial landscaper for mowing their grass must make their own arrangement with the commercial landscaper to dispose of grass clippings. **NO COMMERCIAL LANDSCAPER GRASS CLIPPINGS WILL BE ALLOWED.**
- **NO ILLEGAL DUMPING OF GRASS WILL BE TOLERATED. RESIDENTS MUST USE THE DROP OFF CENTER FOR DUMPING GRASS. ANYONE CAUGHT DUMPING GRASS ON ANY PUBLIC RIGHT OF WAY OR PUBLIC PARK OR PROPERTY WILL BE CITED ACCORDINGLY.**

FOR DAYS AND TIMES OF DROP OFF CENTERS, SEE [www.salisburytownship.org](http://www.salisburytownship.org)”

A brief discussion ensued. Commissioner Ackerman suggested that the Township also remind residents of the consequences of dumping the grass anywhere in the Township, other than the drop off center. Mr. Soriano noted that this would be illegal regardless of what the Township is doing now for grass services. He commented that the Police would cite anyone caught dumping grass on any public property as they would now.

### **COURTESY OF THE FLOOR**

Commissioner Ackerman brought up the ongoing troubles that have been evident at Green Acres Park last year and have continued this year. Commissioner Ackerman stated that she witnessed two grills being used under pine trees and believed it to be a dangerous situation. Mr. Andreas pointed out that there is a spot for grilling on the far side of the pavilion. Mr. Soriano noted that the Board could make the grill use very restrictive for them only to be used in certain locations at each park.

Commissioner Ackerman stated that the situation “is literally tearing the neighborhood apart.” She commented that residents leave their homes at 9:30 at night, chase people off of the playground and pick garbage up all over their yards. Commissioner Ackerman said, “This is really getting out of hand. Everything we’ve tried before is not working. We are not even into summer yet. This is a nightmare.”

Chief Stiles commented that the Police Department has only gotten a very few calls in regards to Green Acres Park. He noted that the only call they had this past weekend was for one car that was parked illegally, and the officer asked that person to move and they did. Chief Stiles stated that the other calls were officer generated and they were just checking on everything. He noted that they check all the parks to make sure people are out of there. He stated that they may get there right at dusk and ask people to leave, but there are other times that they might not get there until 10:00 or later because there are other things happening.

Commissioner Ackerman expressed concerns about number of people permitted under the pavilion at one time. Chief responded that it is difficult to enforce the number of people under the pavilion, especially if those people are following the rules. Mr. Soriano commented that the Board did regulate how many people can be under the pavilion at one time.

Mr. Soriano stated that he does not want to go another year talking about these issues because he believed the Board took care of the problems last year. He commented, “I thought we put this issue to bed.”

Commissioner Ackerman commented, “You put it to bed with signs that aren’t working. They laugh at them...We don’t change anything, we just keep discussing it. And the problem gets worse, and now you say you don’t want to discuss it anymore. Then the problem just gets bigger and bigger and bigger.”

Commissioner Brown stated, “I do believe that we decided last year that we would put the signs up to see how they would work. We knew there wasn’t going to be a cure-all, but we decided to

put up strong-language signs to see how they would work. It's just the beginning of summer now. I understand your frustration. I think, the way the Chief said, he only got one phone call and the person refused to give their name. I think what the neighbors would have to do, if I'm right, Chief, would have to call. If they're in violation, then they have to call and the Police can come and do something. Like the Chief said, there was only one phone call."

Commissioner Ackerman said, "That's because they're not going to call anymore. That's why. Because they don't see anything being done. All we do is discuss it and talk about it."

Commissioner Brown questioned, "If they don't call, how is anything going to be done?"

Commissioner Ackerman stated that "it's just going to get worse."

Mr. Soriano suggested that since Green Acres is a "hot button issue," the Chief could "red flag" the pavilion rentals and be a little more proactive to see what is going on at the picnics. He also commented that he will drive by and do a head count.

Commissioner Brown stated that the bottom line is that people are going to have to start calling the Police Department if they feel the Ordinance is being violated. He also noted that they do not have to leave their name.

Commissioner Ackerman expressed concerns about illegal parking. She questioned why the Police Department is not ticketing illegally parked cars. Chief Stiles stated they ask people to move and they move. Commissioner Ackerman believes the people move their cars until the police leave and then they go back to their illegal spot.

Chief Stiles commented that there are a lot of residents around and they do not go through neighborhoods and look for those types of violations. He noted that if it is a flagrant violation, like parking in a fire zone, then the people will certainly receive a ticket.

Commissioner Ackerman commented, "Penalizing people who are breaking the law makes them think twice before doing it again. And that's all the residents are asking for because it's the same cars doing the same thing over and over again. We're not saying anything about neighbors, we're saying about people parking illegally at the basketball court. It's a matter of if they get burnt in the pocket, maybe they'll think twice before doing it again."

Mr. Soriano noted that if you want to impose a zero-tolerance on parking around Green Acres it is up to the Chief to use his discretion.

Chief Stiles stated that they will continue to patrol the area just like they do at every park and in every neighborhood, and if they see a violation, they will take care of it.

Mr. Andreas stated that there are a lot of Public Works projects going on in the Township, including water line replacement work and storm sewer work.

Chief Stiles commented on the on-going construction work on Route 378 in Bethlehem. He noted that as part of a new detour process, traffic will now be sent across Seidersville Road, making for heavier traffic along Broadway and Delaware Avenue.

#### **ADJOURNMENT**

Commissioner Cusick made a Motion to adjourn the Meeting. Seconded by Commissioner Seagreaves. The time was 7:43 p.m.