

**TOWNSHIP OF SALISBURY
LEHIGH COUNTY, PENNSYLVANIA
MINUTES FROM THE BOARD OF COMMISSIONERS
January 22, 2015
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.

PLEDGE OF ALLEGIANCE

Commissioner Brown asked everyone to rise and recite the Pledge of Allegiance, followed by a short period of silence and reflection.

CALL TO ORDER

Commissioner Brown called the meeting to order at 7:00 p.m.

Commissioner Brown turned the proceedings over to Randy Soriano, Township Manager.

ROLL CALL

Board Members Present:

James Brown, President
Debra Brinton, Vice-President
Robert Martucci, Jr.
James Seagreaves, President Pro-Tempore
Joanne Ackerman

Staff Present:

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

NOTIFICATION

Mr. Soriano informed the attendees that all sessions of the Salisbury Township Board of Commissioners regular meetings are recorded electronically for the purpose of taking the Minutes. All public comments on agenda items will 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 records are available pursuant to the Right-to-Know Law, if requested.

Mr. Soriano reminded everyone of the three minute rule and asked that anyone who wishes to speak come to the podium, sign in, announce oneself, and speak clearly into the microphone. Mr. Soriano added that the speaker can choose 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 administrative follow-ups on a particular issue.

APPROVAL OF THE FINANCIAL REPORT AND LIST OF BILLS PAYABLE

Mr. Soriano presented the unaudited Financial Report for the period ending December 31, 2014. He noted that the General Fund finished with \$162,858 revenue over expense.

Mr. Soriano presented the list of Bills Payable for the period 1/3/2015-1/16/15, broken down as follows:

\$227,767.24 = GENERAL
\$8,069.32 = FIRE
\$2.66 = LIBRARY
\$21,551.22 = WATER
\$162,281.37 = SEWER
\$127,727.11 = REFUSE & RECYCLING
\$15,523.25 = HIGHWAY AID
\$562,922.17 = GRAND TOTAL ALL FUNDS

Motion by Commissioner Ackerman, seconded by Commissioner Martucci, to approve the list of Bills Payable for the period 1/3/15-1/16/2015, as read.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

MINUTES

December 30, 2014 and January 8, 2015

Commissioner Brown declared the Minutes of December 30th, 2104 and January 8th, 2015 accepted as presented.

NEW BUSINESS

Presentation by Runner’s World- TABLED.

Mr. Soriano commented that the presentation by Runner’s World will be tabled because they are still working out parking concerns.

ORDINANCES

None.

RESOLUTIONS

CDBG Resolution

Mr. Soriano noted that the Township submitted another project for the CDBG 2014 funding, which replaces the two previously water main ineligible project. He explained that this one focuses on sanitary sewer rehab pursuant to the EPA I/I Order. Mr. Soriano commented that it appears the County has finally accepted a project to replace the two failed water main replacement project proposals (East Montgomery Street and Edgemont Drive) that were deemed as ineligible.

Mr. Soriano stated that this time, the Township included a sanitary sewer rehabilitation project which coincides with the EPA I/I Court Order. Since a portion of Basin 10 is located in a CDBG eligible census block, Group 3 006701-5(LMI 38.92%), the Township proposed the rehabilitation of CIPP lining on East Montgomery Street along with 10 manhole repairs and the test and seal of East Lynwood, East Wayne Street and Cypress Avenue sanity line. The County has accepted this project.

Mr. Soriano noted that the cost will be the same, around \$150,000, which was previously set aside for the water main replacement. Therefore, the Resolution must be passed again that will authorize the Township Manager to sign the contract. Mr. Soriano commented that a presentation in front of the Lehigh County Commissioners will be required.

Mr. Soriano read the Resolution into the record:

RESOLUTION NO. 01-2015-

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION, PROVIDING FOR A MINIMUM TEN (10%) PERCENT MATCH COMMITMENT AND DESIGNATING AN OFFICIAL TO EXECUTE APPROPRIATE DOCUMENTS TO OBTAIN A GRANT FROM THE COUNTY OF LEHIGH UNDER THE CDBG HUD PROGRAM FOR A SANITARY SEWER REHABILITATION PROJECT INVOLVING THE REHABILITATION OF CIPP LINING ON EAST MONTGOMERY STREET ALONG WITH 10 MANHOLE REPAIRS AND TEST AND SEAL OF EAST LYNNWOOD, EAST WAYNE STREET AND CYPRESS AVENUE SEWER MAIN.

WHEREAS, the Township of Salisbury, Lehigh County, Pennsylvania, desires to submit a CDBG Grant application for funding to undertake a sanitary sewer rehabilitation project consisting of test & seal repairs, repairs to manholes and sewer main lines by means of dig repairs or cured in place liner along East Montgomery Street, East Lynnwood Street, East Wayne Avenue, and Cypress Avenue within Census Block Group 006701-5 (LMI 38.92%).

WHEREAS, the Board of Commissioners wishes to designate a Township official authorized to submit such a CDBG Grant application to Lehigh County and to execute all documents and agreements necessary to fund the aforesaid project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania and it is hereby resolved by same to authorize the submission of a Community Development Block Grant (CDBG) application to Lehigh County for funding to be used for a sanitary sewer rehabilitation project along East Montgomery Street, East Lynnwood Street, East Wayne Avenue and Cypress Avenue.

BE IT FURTHER RESOLVED that should the Township of Salisbury be awarded the CDBG Grant, the Township hereby agrees to a ten (10%) percent match commitment towards the total project cost as required by the Grant Program.

BE IT FURTHER RESOLVED that the Township Manager, Mr. Randy Soriano, is designated as the official authorized to submit said application and to execute all documents and agreements between the Township of Salisbury and Lehigh County to facilitate and assist in obtaining the requested Grant.

APPROVED AND ADOPTED this 22nd day of January, 2015 by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania at a regular public meeting.

ATTEST:

TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)

Secretary

President, Board of Commissioners

ATTEST:

I, Randy Soriano, duly qualified Secretary of the Township of Salisbury, Lehigh County, PA hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Salisbury Township Board of Commissioners at a regular meeting held on January 22, 2015 and said Resolution has been recorded in the minutes of the Salisbury Township Board of Commissioners and remains in effect as of this date.

Secretary

Commissioner Brinton inquired about the scope of work, especially relating to East Wayne Avenue and Cypress Avenue. Mr. Tetterer explained that it would be part of the I/I work with

TV inspection and grouting and this is a Grant to allow the Township to continue the same kind of work it has been doing in the same general area for two years.

Motion by Commissioner Martucci, seconded by Commissioner Brinton, to approve the CDBG Resolution, as read.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

MOTIONS

Tennis Court Agreement with Salisbury School District

Mr. Soriano stated that Attorney Ashley requested that the Salisbury Township School District add back the Indemnity Clause to the agreement in our favor. He explained that the Agreement is effective immediately until June 30, 2015 and will renew each subsequent school year from July 1st to June 30th, unless terminated in accordance to the Termination Clause.

The revised Agreement is as follows:

AGREEMENT

THIS AGREEMENT is made, by and between the Township of Salisbury, (hereinafter referred to as "Township") and Salisbury Township School District (hereinafter referred to as "School District"). Intending to be legally bound, the Parties hereby agree as follows:

1. *Purpose. The Parties enter into this Agreement to permit School District to enter upon and use, the tennis courts located at Lindberg Park, a park owned and operated by the Township ("Tennis Courts").*

2. *Term. This Agreement shall be effective immediately until June 30th, 2015. This Agreement shall automatically renew for each subsequent school year from July 1st through June 30th unless terminated in accordance with Paragraph Twelve (12) of this Agreement.*

3. *Use.*

(a) School District will have exclusive use of the Tennis Courts as needed for practice and matches by its girls and boys tennis teams in accordance with start and end dates prescribed by the Pennsylvania Interscholastic Athletic Association ("PIAA") for the girls' tennis season in the fall and boys' tennis season in the spring.

(b) School District agrees to abide by any applicable Township ordinances and/or policies relating to the use of Township recreational facilities.

(c) Prior to the start of each season, School District will provide Township with a schedule of practices and matches. This schedule is subject to change and the School District shall report to Township any changes as soon as possible. Township will post this schedule at the Tennis Courts to notify the public of when the School District has exclusive use of the Tennis Courts.

4. Payment. In exchange for exclusive use of the Tennis Courts as set forth in this Agreement, School District agrees to pay the following:

(a) one half (½) of the cost of replacing the tennis court nets when deemed necessary by Township or when, as determined by the School District, replacing the nets is required for the courts to be in compliance with the United States Tennis Association (“USTA”) Official Rules of Tennis as adopted by the PIAA; and

(b) Two Hundred Fifty Dollars (\$250.00) per year.

5. USTA/PIAA Standards. The Township’s Tennis Courts are currently in a condition that complies with all USTA and PIAA standards. If at any time the Township desires to change the Tennis Courts in any way, which may impact their being in compliance with USTA and PIAA standards, the Township shall notify the District in writing of its intent to change the Tennis Courts at least one (1) calendar year in advance of the start of the fall or spring season, whichever occurs first.

6. Tennis Equipment. School District shall be solely responsible for the provision of any tennis equipment, including but not limited to balls, rackets, and uniforms. The term “Tennis Equipment” does not include the Tennis Courts.

7. Maintenance. Township will be solely responsible for cost and completion of routine maintenance and/or routine repairs to the Tennis Courts and surrounding property including bleachers, restroom facilities and parking facilities. Any overtime costs incurred by Township due to any non-routine maintenance or non-routine repairs completed at the request of the School District, shall be paid by School District. Overtime for custodial or grounds personnel for any non-routine maintenance or non-routine repairs shall be charged at the prevailing contract overtime rate including applicable employee taxes.

8. Facilities. Township shall make available to School District the restroom facilities located at Lindberg Park for the fall tennis season. Township will maintain and stock said facilities. For the spring tennis season, School District, at its own expense, will provide one (1) portable restroom until the restroom facilities located at Lindberg Park are opened by the Township for use by the public. The School District shall be responsible for maintenance and removal of that portable restroom.

9. Insurance. School District agrees to provide evidence of liability insurance coverage in the amount of not less than \$500/\$500,000 bodily injury and property damage limit in the amount of not less than \$500,000, or alternatively, not less than \$1,000,000 if bodily injury and property damage liability are combined under a single limit. School District shall name Township as an additional insured.

10. Indemnification.

A. School District agrees to indemnify, hold harmless and defend Township, its officers, agents, employees and attorneys from and against any and all loss, damage, liability, claims, suits, judgments and demands whatsoever (including attorney’s fees, costs or expenses) arising from:

a. any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of School District, any employee or agent of the School District (except Township), or any other person or entity directly or indirectly employed by any of them, with respect to the School District’s use of Tennis Courts as per this Agreement; provided, however, that School District shall not be required to defend, indemnify, or hold harmless Township, its officers, agents, employees and attorneys and/or any other people or entities for acts, omissions, negligence, gross negligence, and/or conduct of any kind, which is not attributable to School District, School District’s subcontractors or employees or anyone acting on District’s behalf.

b. any claims, complaints, demands, suits, actions, losses and/or damages by any of School District's agents, employees or subcontractors against Township, its officers, agents, employees and attorneys (except Township) caused or allegedly caused by any alleged or actual acts or omissions of any Township employee, agent, official, board member or attorney, unless (a) it is determined by a court of competent jurisdiction that the act or omission by Township employee, agent, official, board member or attorney was taken recklessly, maliciously, or in willful violation of the rights of Townships agents, employees or subcontractors; or (b) the claim is based upon tort exclusively and is not based upon the deprivation of any employment, statutory or constitutional right of the Plaintiff;

c. any claims, complaints, demands, suits, actions, losses, penalties and/or damages by any person, including by way of example and not limitation, students and parents, growing out of any alleged conduct of any nature or type, including by way of example and not limitation, physical, mental or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of School District's employees, agents, officials or contractors;

d. School District's breach of any term of this Agreement;

11. PSTCA: Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act on either School District or Township.

12. Termination. Township will notify School District in writing by April 1st of its intent to terminate this Agreement for the then upcoming school year. However, the effective date of termination shall not occur before the conclusion of any tennis season's PIAA State Championships. School District may terminate this Agreement at any time and shall provide written notice of the termination to the Township.

13. Modification. The parties may modify this Agreement only in a written document bearing their signatures.

14. Entire Agreement. This Agreement contains the whole agreement between the Owner and Permittee. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this Agreement.

15. Parties Bound. This Agreement shall be binding upon the parties, their respective heirs, executors, administrators, successors and, to the extent assignable, on their assigns.

16. Multiple Originals. This Agreement may be executed in multiple originals.

17. Independent Contractor. Neither Township nor its employees, agents, representatives and servants shall be deemed employees, agents, representatives or servants of School District for any purpose whatsoever. School District shall neither have nor exercise any control or direction over Township and its employees, agents and servants performance of work and functions. Township shall be exclusively responsible for payment of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to worker's compensation and social security obligations, and all licensing fees and permits required for employees, agents and servants of Township.

18. Force Majeure. The Parties shall not be liable for any failure to perform under this Agreement if such failure is due to causes beyond their reasonable control, including, but not limited to, acts of God or the public enemy, fire, floods, or the judgment or order of any court or government agency or vandalism. However, if said uncontrollable causes occur, the Township shall take all reasonable actions necessary to rectify any problems resulting from said causes in order to effectuate this Agreement

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have signed this Agreement.

Township:
TOWNSHIP OF SALISBURY

SCHOOL DISTRICT:

Commissioner Ackerman inquired if there will be notification given to the public as to when the tennis courts will be in use by the School District. Mr. Soriano noted that the Township will proceed with the normal permitting procedure and the School District should properly display the permit.

Motion by Commissioner Martucci, seconded by Commissioner Seagreaves, to approve the Tennis Court Agreement as presented.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

Recreation Advisory Committee Letter & Recommendations

Mr. Soriano reviewed with the Board several issues that the Recreation Advisory Committee would like the Board to act pursuant to the recent Grant awards received from DCNR, as follows:

Retention of Consultant to start the preparation of the Laubach Park Master Site Plan and Connection Study

Mr. Soriano read excerpts from the Recreation Advisory Commission letter:

*As you also are aware, with the help of the existing consultant, URDC, and Township Manager, we were successful in our planning grant application for the preparation of a master site plan (MSP) for our other park in the eastern section of the Township, Laubach Park. DCNR also awarded the Township the planning grant in the amount of \$26,700 to develop this plan. Again, similar to the Lindberg Park Master Plan, the Committee is recommending that our existing consultant URDC, be retained for the preparation of the Laubach Park MSP. The Committee was advised by the Township Manager that a Waiver request from the RFP requirement for this planning grant was approved by DCNR on December 18, 2014, which would pave the way to utilize our current consultant, URDC for the **Laubach Park Master Site Plan and***

Neighborhood Connections Study. A motion to that effect was made by the Recreation Committee to retain URDC to proceed with the work.

Motion by Commissioner Ackerman, seconded by Commissioner Martucci, to retain URDC for Professional Services associated with the development of the Laubach Park Master Site Plan and Connection Study for a not to exceed cost of 53,400.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

Retention of Consultant to commence the design, drawing and bid specs for the development of Phase II at Lindberg Park.

Mr. Soriano stated that the RAC noted the following:

As you are aware the Township was successful in obtaining another development grant from DCNR to complete Phase II of the Lindberg Master Site Plan. The award was in the amount of \$180,000. This phase included intra-park ADA connection trails to various amenities and to the perimeter trail(Phase I), additional fencing and planting in the park. Before this development phase commences, the Township must retain the services of a Consultant for the design and preparation of plans and drawings to bid out the project. The Recreation Advisory Committee is recommending that the Township retaining our existing consultant Urban Research Development Corporation because of their knowledge and experience in order to fast track this project. The existing professional fees approved by the grant for the project will not exceed \$80,000. A motion to that effect was made by the Recreation Advisory Committee to retain URDC to proceed with this work.

Motion by Commissioner Martucci, seconded by Commissioner Brinton, to retain URDC of Bethlehem for the design and drawings and professional services associated with the DCNR Grant Phase II development at Lindberg Park, not to exceed \$80,000.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

Motion to authorize the Township Manager and URDC to develop a grant application for the next DCNR round due on April 16, 2015 based on RAC recommendation.

Mr. Soriano stated that lastly, the Recreation Committee also reviewed with himself and URDC the submission of another development grant through DCNR due April 16, 2015. He noted that Phase III, if approved, would include a new ADA pavilion with a new separate rest rooms building, and a new section of the playground which will provide an inclusive play experience.

Mr. Soriano stated that both he and URDC have discussed this with DCNR during a Fall workshop and plans are to have the Regional Park Advisor from DCNR visit the area. He commented that the Recreation Committee reviewed a preliminary sketch of Phase III and recommended that the Township Manager and URDC work together to prepare and submit the DCNR Grant application for Phase III.

Motion by Commissioner Brinton, seconded by Commissioner Martucci, to authorize the Township Manager and URDC to develop a Grant submission for Phase III for Lindberg Park for new ADA pavilion, ADA restrooms and an inclusive ADA play area.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES
COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

Payment Application #1 – Joao & Bradley (\$289,602.27) for work performed on the Maumee Avenue & Erney Street Storm Sewer Project

Mr. Soriano stated that a payment application in the amount of \$289,602.27 was submitted by Joao & Bradley for substantial work that was performed on the Maumee Ave & Erney Street. Mr. Tettermer stated that the project is complete and the Township is holding 5% retainage.

Motion by Commissioner Martucci, seconded by Commissioner Seagreaves, to authorize the payment of Application #1 to Joao & Bradley (\$289,602.27) for work performed on the Maumee Avenue & Erney Street Storm Sewer Project.

Roll Call:

COMMISSIONER ACKERMAN – YES
COMMISSIONER SEAGREAVES – YES
COMMISSIONER MARTUCCI – YES

COMMISSIONER BRINTON – YES
COMMISSIONER BROWN – YES

The Motion passed by 5-0.

ANNOUNCEMENTS

Phase I – Update - Mr. Soriano stated that the Township has received the NPDES Permit from DEP and LCCD for the Lindberg Park perimeter walking trail. He commented that the notice to Bidders will be advertised on February 2nd and February 5th with a Pre-Bidding Conference to be held on February 12th. Mr. Soriano stated that the bids are due March 6th and the bid award is anticipated at the March 12th, 2015 Board meeting.

TAP Update – Mr. Soriano noted that the PennDOT meeting with Traffic Planning Design and URDC went well and the consultant for PennDOT went over the regulation for the Transportation Alternative Program (TAP). He stated that PTD has been engaged to perform the design and engineering based on their earlier assistance with the Grant. Mr. Soriano commented that the “soft-costs” will be borne by the Township and will not exceed the amount in the TAP Budget (\$55,000). The hard costs will be paid by PennDOT once the project is completed. Mr. Soriano stated that the Grant amount is \$215,935, and he will have the Professional Service Agreement in place for formal approval by the next meeting.

Custodian – Mr. Soriano stated that the rating evaluation of the 31 resumes is almost completed by the Committee. He commented that the Committee expects to narrow down the “yes” pile to 10 and then interview the top five candidates. Mr. Soriano noted that he hopes to complete the process no later than February 9th 2015.

Raritan Valley Disposal – Mr. Soriano stated that an initial meeting with RVD in January went well and they discussed the transition that will occur March 2nd. He noted that he expects to send out notices to residents as soon as RVD prepares them. Mr. Soriano commented that he is also looking at the current Waste Management Recyclable processing and marketing of our recyclables and to question the discrepancies that have occurred the last six months in 2014. A meeting is scheduled by the end of January.

PRIVILEGE OF THE FLOOR

Mr. Tom Campione, Vice Chairman of the Lehigh Valley Tea Party, was present to address the Board in regards to repealing the Township’s Firearm Ordinance, which currently prohibits individuals from carrying a gun on Township property. Mr. Soriano stated that the Township will probably rescind old Ordinances that violate PA Act 192.

Chief Stiles stated that he will be absent from Commissioner meetings for several weeks, but Sergeant Soberick will be in charge of the Police Department and will attend the meetings.

Mr. Andreas stated that the Public Works Department has started the Edgemont Drive waterline replacement project and the work should progress over the next few months. He thanked the Board for the approval of the project.

Commissioner Brown announced that the Board will hold an Executive Session after the Workshop to discuss personnel matters.

ADJOURNMENT

Commissioner Martucci made a Motion to adjourn the Meeting, seconded by Commissioner Brinton. The time was 7:49 p.m.

Respectfully submitted,

Randy Soriano
Secretary

These constitute the official minutes of the Regular Meeting of the Board of Commissioners held on January 22, 2015.

Approved and certified on this date:

Randy Soriano

Date: _____

SEAL