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## REGULAR SEMI-MONTHLY MEETING August 28, 2018

The regular semi-monthly meeting of the Board of Supervisors, Hanover Township, Northampton County, was called to order by Chairman John Diacogiannis at the Hanover Township Municipal Building, 3630 Jacksonville Road, Bethlehem, PA, 18017 at 7:00 P.M.

Present were Supervisors Salvesen, Nagle, Prendeville, Diacogiannis, Engineer Jim Milot, Solicitor Wendy Nicolosi, and Township Manager John J. Finnigan, Jr.

The Pledge of Allegiance was performed.

Upon motion of Mr. Salvesen, seconded by Mr. Nagle the Board approved the Agenda.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

Upon motion of Mr. Salvesen seconded by Mr. Nagle, the Board approved the minutes from the meeting of the Board of Supervisors dated July 24, 2018.

Mr. Salvesen aye, Mr. Nagle abstain, Mr. Prendeville aye, Mr. Diacogiannis aye.

Upon motion of Mr. Salvesen, seconded by Mr. Nagle, the Board approved the list of bills and transfers dated August 28, 2018.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### COURTESY OF THE FLOOR

Joan Rosenthal of 3315 Harmour Lane, informed the Board of her intention to resign from the Crime Watch Committee.

### REPORT OF THE CHAIRMAN

Mr. Diacogiannis discussed the National Night Out event was a success but the crowd was deterred by the rain.

### REPORT OF THE VICE CHAIR

Mr. Prendeville had nothing to report.

### SUPERVISOR'S COMMENTS

Mr. Nagle – Road District #1, had nothing to report.

Mr. Diacogiannis– Road District #2, had nothing to report.

Mr. Salvesen – Road District #3, had nothing to report.

Ms. Lawless – Road District #4, was absent.

Mr. Prendeville – Road District #5, had nothing to report.

### APPOINTMENTS AND RESIGNATIONS – BOARDS, COMMISSIONS AND COMMITTEES

#### PLANNING & ZONING

##### **Hold Harmless – 5816 Monocacy Drive**

Mr. Prendeville moved the Board authorize the Chairman to sign the Hold Harmless Agreement between Elizabeth Evans & Christina Davies and Hanover Township, for the installation of

a fence on the property located at 5816 Monocacy Drive, which will encroach into the twenty five foot Township Planting Screen easement located in the rear yard of the Premises.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

**Advertise Proposed Ordinance – Firework Sale Facilities**

Mr. Prendeville moved the Board authorize the Solicitor to advertise proposed Zoning Ordinance regarding Firework Sale Facilities.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

**Advertise Proposed Ordinance – Fireworks**

Mr. Prendeville moved the Board authorize the Solicitor to advertise proposed Ordinance regarding Fireworks Displays.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

**Traditions of America at Hanover – Zoning Hearing Board**

Traditions of America at Hanover Condominium Association is requesting an appeal for the installation of retractable awnings on attached single family dwellings/townhouses and is seeking relief from the provisions of the Zoning Ordinance.

The Board decided not to send representation to the hearing.

**3355 High Point Blvd. – Zoning Hearing Board**

3355 Highpoint LLC request an appeal for the installation of a sign, and is seeking relief from the provisions of the Zoning Ordinance.

The Board decided not to send representation to the hearing.

ADMINISTRATION

**Kistler O'Brien – 2019 Annual Renewal Contract**

Mr. Prendeville moved the Board authorize the Chairman to sign the 2019 Annual Renewal Contract with Kistler O'Brien, for the inspection services at the Hanover Township Community Center.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

**Resolution 18 – 15 – Local Share Account of Northampton & Lehigh Counties Grant**

Mr. Prendeville moved the Board authorize the Chairman and Township Secretary to sign Resolution 18 – 15, regarding the application for grants with Commonwealth Financing Authority from the Local Share Account of Northampton & Lehigh Counties to be used for a field house at First Responders Park.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Resolution 18 – 16 – Local Share Account of Monroe County Grant**

Mr. Predeville moved the Board authorize the Chairman and Township Secretary to sign Resolution 18 – 15, regarding the application for grants with Commonwealth Financing Authority from the Local Share Account of Monroe County to be used for a field house at First Responders Park.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

### **Resolution 18 – 17 - Senate Bill 1098 Session of 2018**

Mr. Predeville moved the Board authorize the Chairman and Township Secretary to sign Resolution 18 – 17 supporting Senate Bill 1098 Session of 2018.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

### **Excellance, Inc.- Ambulance Payment**

Mr. Predeville moved the Board approve the payment in the amount of \$204,571.22 to Excellance, Inc. for the 2018 Ford E-450 One Excellance Type III ambulance.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

### **IntermixIT Server/ Workstations Quote**

Mr. Predeville moved the Board authorize the purchase of the new server and workstations from IntermixIT, in the amount of \$23,459.16.

It is noted for the record that these are budgeted items.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

## **DEVELOPMENTS**

### **HTI, LLC – Request for Security Release**

Mr. Salvesen moved per Hanover Engineering Associates letter dated August 15, 2018, the Board deny accepting the improvements for 4482 Innovation Way, and direct the Secretary to notify the developer of the Board's actions.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

### **Hanover Corporate Center 2 Lot 2 – Guardian – End of Maintenance**

Mr. Salvesen moved, per Hanover Engineering Associates letter dated August 20, 2018, the Board accept the end of Maintenance Period, and approve the final release of Maintenance security for this project. This reduction is conditioned upon the Developer adhering to Township Policy 25 (payment of Plans and Appeals Accounts), and direct the Secretary to notify the developer of the Board's actions.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Predeville aye, Mr. Diacogiannis aye.

### **Ungerer & Company – Improvement Deadline**

Mr. Salvesen moved the Board grant the developer of Ungerer and Company an extension to November 19, 2018 to complete the improvements, per their letter dated August 23, 2018.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Traditions of America Bridle Path Phase 1 – 4 - Improvements Agreement Deadline**

Mr. Prendeville moved the Board grant the developer of Traditions of America Bridle Path Phase 1 – 4 an extension to November 21, 2018 for the Improvements Completion Agreement, per their letter dated August 22, 2018.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Monocacy Farms – Lot 61 – Improvements Acceptance**

Mr. Salvesen moved, per Hanover Engineering Associates letter dated August 23, 2018, the Board accept the improvements for Monocacy Farms – Lot 61 Resubdivision Braddock Court, and accept the roadway, subject to the Developer providing all legal and maintenance documentation required by the Solicitor.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Lehigh Valley Flex Center – 3900 Burgess Place – Waiver Request**

Mr. Salvesen moved the Board waives the requirement that infiltration BMPs be setback a minimum of fifty (50) feet from a geologic contact with carbonate bedrock, conditioned upon specific plan notation from the geotechnical consultant being provided on the Plan to the satisfaction of the Township Engineer. (SMO Section 152-9.1.I.(4)9d))

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Lehigh Valley Flex Center – 3900 Burgess Place**

Mr. Salvesen moved the Board of Supervisors approves the Revised Preliminary/Record Land Development Plan of Lehigh Valley Flex Center, dated as last revised August 1, 2018, upon the following conditions:

#### **CONDITIONS:**

1. The Developer/Owner shall address all outstanding comments in the Hanover Engineering Associates, Inc. review letter dated August 27, 2018 to the satisfaction of the Township Engineer prior to Plan recording.
2. The Developer/Owner shall provide two (2) copies of all final reports (i.e. Post-Construction Stormwater Management Control Summary, Geotechnical Report, Erosion and Sediment Pollution Control Narrative, Traffic Reports, etc.) and supporting documentation prior to Plan recording.
3. A note shall be added to the Revised Preliminary/Record Plan(s) identifying all waivers and conditions granted by the Township and the meeting date of the Board of Supervisors action.
4. The Developer/Owner shall enter into an Improvements Agreement with the Township and provide appropriate security. (SALDO Section 159-30.D.(5))
  - A. The Improvements Agreement shall include a notarized statement, satisfactory to the Township Solicitor, stating that the Township shall be held harmless against any claim of damage from the downstream property owners that may result from the proposed development. (Stormwater Management Ordinance Section 152-10.E)

- B. The Improvements Agreement and a separate Covenant running with the land shall include provisions satisfactory to the Township Solicitor, that the stormwater collection, conveyance, BMPs and control facilities located on private property shall be properly operated and maintained by the property owner. (Stormwater Management Ordinance Sections 152-10.M and 152-24.3)
  - C. The Improvements Agreement shall include a statement that a BMP Operations and Maintenance Plan (Post Construction Stormwater Management Plan) shall be recorded, listing the person(s) responsible for operations and maintenance, signed by the landowner, and acknowledging that the stormwater BMPs are fixtures that cannot be altered or removed without approval by the Township. (Stormwater Management Ordinance Section 152-24.5)
5. The Developer/Owner shall enter into a Maintenance Agreement with the Township and provide appropriate security. (SALDO Section 159-30.D.(6))
  6. The Developer/Owner shall be required to pay a Township Recreation and Open Space Area fee in the amount of \$149,760.00 (\$120,000/acre X 31.20 acres X 4%). (SALDO Section 159-16.D)
  7. The Developer/Owner shall provide Connection (\$472.50 for each building) and Customer Facilities (\$330.00 for each building) Fees prior to Building Permit issuance for this Land Development. (Sewers Section 140-13)
  8. The Developer/Owner shall be required to pay a Traffic Impact Fee in the amount of \$53,165.00 (\$343.00/PM peak hour trip X 155 trips) prior to Building Permit issuance for this Land Development. Impact Fee Ordinance 91-12, Resolution 2013-20)
  9. The Developer/Owner shall provide a Storm Sewer Interceptor Value of \$78,058.80 (\$1.80/SY of impervious cover X 43,366 SY of additional impervious cover). (Stormwater Management Ordinance Section 152-12.B.(2))
  10. The Developer/Owner shall pay all current fees, including any outstanding plans and appeals account charges. (SALDO Section 159-36J)
  11. The Developer/Owner shall provide two (2) Mylars for recording the plans and ten (10) sets of plans which are signed and notarized by the Owner and sealed by the Surveyor/Engineer. (SALDO Section 159-34.B)
  12. The Developer/Owner shall meet all conditions of the Revised Preliminary/Record Plan approval, and the Revised Preliminary/Record Plan shall be recorded within twelve (12) months of Conditional Plan approval, and agrees that if such conditions are not met, the conditional Revised Preliminary/Record Plan approval shall be considered void, and the application for Revised Preliminary/Record Plan approval shall be considered void and withdrawn.

Mr. Salvesen further moved, that the granting of conditional Revised Preliminary/Record Plan approval recognizes that the Township is agreeing to the following on the Land Development Plan:

- A. That the Board of Supervisors accepts the layout of the three (3) proposed buildings on one (1) lot as shown on the Plan per Zoning Ordinance Section 185-14.A.(1).
- B. That the Board of Supervisors accepts the proposal to initially construct 124 parking spaces for each Building, for a total of 372 parking spaces on the lot, as shown on the Plan per Zoning Ordinance Section 185-17.B.
- C. That the Board of Supervisors accepts the proposed landscaping as shown on the Plan per Zoning Ordinance Section 185-17.F.
- D. That the Board of Supervisors accepts the proposed driveway layout as shown on the Plan per Zoning Ordinance Section 185-33.C.(3), SALDO Section 159-15.I.(1) and Driveways Section 73-5.
- E. That the Board of Supervisors accepts the proposed 45 feet building height as shown on the Plan per Zoning Ordinance Section 185-35.F.(2).

- F. That the Board of Supervisors waives the requirement that the proposed middle driveway along Courtney Street has a maximum width of thirty (30) feet, and to allow the fifty (50) foot width indicated on the Plan. (SALDO Section 159-15.I.(5) and Driveways Section 73-7.E.(1)(b))
- G. That the Board of Supervisors waives the requirement to identify all existing features within 200 feet of any part of the property and allow the information indicated on the Plan. (SALDO Section 159-29.C.(1))
- H. That the Board of Supervisors waives the requirement to identify the species and trunk diameter (4 ½ feet above grade) of all existing trees and shade trees on the property. (SALDO Section 159-29.C.(3) and 159-29.C.(6)(a))
- I. That the Board of Supervisors waives the requirement to provide a minimum three (3) inch thick binder course for only the Light Duty Asphalt shown on the Plan. (SALDO Section 159-29.D.(12) and Construction Standards Section 67-3.H.(3))
- J. That the Board of Supervisors waives the requirement that infiltration BMPs be setback a minimum of fifty (50) feet from a geologic contact with carbonate bedrock, conditioned upon specific plan notation from the geotechnical consultant being provided on the Plan to the satisfaction of the Township Engineer. (SMO Section 152-9.1.I.(4)9d))
- K. That the Board of Supervisors waives the requirement to utilize Class III reinforced concrete piping with “O” ring joints and allows the use of HDPE storm sewer piping with water-tight joints. (SMO Section 152-11.G.(3) and Construction Standards Section 67-9.A.(1))
- L. That the Board of Supervisors waives (i) the requirement that the bio-infiltration basin pipe outlet arrangements provide complete outletting of all detained water (SMO Section 152-10.I.(3)); (ii) the requirement that the bio-infiltration basin shall be lined with a synthetic impervious liner (SMO Section 152-10.I.(4) and (9)); and (iii) the requirement that the minimum slope of the bottom of the bio-infiltration basin shall be 2% toward the outlet structure (SMO Section 152-10.I.(10)) (the “Basin Waivers”), upon the following conditions:
1. Developer/Owner shall be responsible for the repair or remediation of any sink hole(s) that occurs on (i) Highland Avenue between Burgess Place and Courtney Street; (ii) Courtney Street between Highland Avenue and the southern driveway onto Developer/Owner’s property; (iii) Burgess Place or (iv) within the bio-infiltration basin or within 75 feet of the bio-infiltration basin (“Secured Area”) and for whatever reason; provided however, if the sink hole occurs on the opposite side or half of the streets, forming the Secured Area, the Developer/Owner shall not be responsible to repair or remediate, if the Township determines, in its reasonable judgment, that the sink hole did not migrate from the Secured Area;
  2. Developer/Owner provides for a period fifteen (15) years following the recording of the Record Plan for Lehigh Valley Flex Center (“Commencement Date”) financial security, in a form acceptable to the Township Solicitor, in the amount of \$250,000.00 for the purpose of securing the repairing or remediating of any sink holes in the Secured Area for a period of fifteen (15) years from the Commencement Date (the “Sink Hole Security”). The Sink Hole Security shall at all times during the fifteen (15) year period remain at \$250,000.00. Notwithstanding the foregoing, the fifteen (15) year period shall be extended until the bio-infiltration basin and the Secured Area have been free of sink holes for a period of five (5) consecutive years;
  3. Developer/Owner shall agree to and pay for the semi-annual inspections of the proposed bio-infiltration basin and Secured Area by the Township Engineer in

- order to determine and investigate any signs of sink hole activity for a period of fifteen (15) years from the Commencement Date;
4. Developer/Owner shall not blast during the construction of the bio-infiltration basin, or within one hundred (100') feet of the bio-infiltration basin;
  5. Developer/Owner shall (i) have Developer/Owner's geologist on site during construction of the bio-infiltration basin to ensure that it is being constructed in accordance with his/her design; (ii) complete all testing of the area of the bio-infiltration basin required by the Township regulations and the Township Engineer; and (iii) demonstrate compliance with all other infiltration regulations of the Township and County of Northampton prior to the Record Plan approval and Building Permits being issued for any buildings in Lehigh Valley Flex Center;
  6. Developer/Owner agrees that in the event of a sink hole within the Secured Area, Developer/Owner shall notify the Township, in writing, and shall commence repair and remediation within seven (7) days of the occurrence of the sink hole, and complete the repair and remediation within seven (7) days thereafter, or a reasonable period of time as mutually agreed upon based on the severity of the sink hole and the amount of time required to complete the repair or the Township shall have the right, but not the obligation, to commence and complete the repair of the sink hole and to be reimbursed from the Sink Hole Security. Prior to the commencement of any repair or remediation, Developer/Owner shall obtain the written consent of the Township with respect to the repair method and which repair method shall be prepared by a professional engineer or professional geologist;
  7. Developer/owner agrees that in the event that a sink hole in the Secured Area is not repaired within the timeframe set forth in Paragraph 6 above, and the Township repairs or remediates the sink hole utilizing the Security, the Township shall have the right to withdraw, from the Security not only the funds for repair and remediation of the sink hole, but additional funds equal to twice the amount of funds utilized by the Township to repair or remediate the sink hole. Such additional funds shall not represent a penalty, but shall represent additional administrative costs associated with the repair or renovations of the sink holes; and
  8. Developer/Owner agrees that the conditions of the approval of the Basin Waivers shall be set forth and incorporated in the Development Agreements to be executed by Developer/Owner as part of the approval of the Lehigh Valley Flex Center Project and shall be a "covenant running with the land".
  9. By accepting these conditions of approval, Developer/Owner does not waive its rights to seek restitution/reimbursement from other parties, other than the Township, that are fully or partially responsible for the occurrence of the subject sink hole(s)

Mr. Salvesen further moved, that the Township Secretary be authorized to notify the Developer of the Board's action.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

PUBLIC WORKS

**Schlouch Incorporated – Payment Application 1**

Mr. Nagle moved the Board approve Payment Application 1 in the amount of \$149,265.13, to Schlouch Incorporated for the Hanover Township 2018 paving project.

Mr. Salvesen seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

COURTESY OF THE FLOOR

STAFF REPORTS

Mr. Milot – Engineer – had nothing to report.

Ms. Nicolosi – Solicitor – had nothing to report.

Mr. Milite – Public Works Director – Mr. Milite notified the Board that Southland and Macada Paving has been completed.

Mr. Finnigan – Township Manager – had nothing to report.

The Board moved into Executive Session regarding Personnel Matters at 6:55 PM.

The Board returned to the public meeting at 7:00 PM.

Mr. Salvesen moved the Board authorize the Chairman to sign the separation agreement with Jodi L. Pacelli.

Mr. Nagle seconded the motion.

Mr. Salvesen aye, Mr. Nagle aye, Mr. Prendeville aye, Mr. Diacogiannis aye.

Upon motion of Mr. Salvesen the Board adjourned at 7:55 PM.

Elizabeth D. Ritter  
Township Secretary