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## REGULAR SEMI-MONTHLY MEETING March 27, 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, Lawless, Prendeville, Diacogiannis, Engineer Brien Kocher, Solicitor Wendy Nicolosi, and Township Manager John J. Finnigan, Jr.

The Pledge of Allegiance was performed.

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

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

Upon motion of Mr. Nagle seconded by Mr. Salvesen, the Board approved the minutes from the meeting of the Board of Supervisors dated March 13, 2018.

Mr. Salvesen aye, Mr. Nagle aye, Ms. Lawless aye, 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 March 27, 2018.

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

### COURTESY OF THE FLOOR

#### REPORT OF THE CHAIRMAN

Mr. Diacogiannis advised that they are making progress with the Borough of Bath exit from the Colonial Police Department.

#### 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, had nothing to report.

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

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

#### PLANNING & ZONING

##### **Jolan Lane – Variance Request**

The applicant is requesting relief from the setback provisions of the Ordinance to construct a single family dwelling.

The Board will not send representation to the Zoning Hearing Board.

### **5409 Comfort Circle – Access & Hold Harmless Indemnification Agreement**

Mr. Prendeville moved the Board authorize the Chairman and Township Secretary to sign the Access and Hold Harmless Indemnification Agreement between Hanover Township and Daniel Loikits, granting Loikits permission to access his property located at 5409 Comfort Circle from Crawford for the sole purpose of allowing construction vehicles to come upon the subject property to construct a pool.

Mr. Nagle seconded the motion.

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

### **Conditional Use Application – 4700-4702 Bath Pike**

Mr. Prendeville moved the Board authorize the Township Zoning Officer to advertise a Conditional Use Hearing for April 24, 2018, for the Conditional Use Application from Columbia/Wegman Acquisition III, LLC, for the construction of a “Home for the Elderly (a.k.a. Assisted Living)”, at the property located at 4700-4702 Bath Pike, Bethlehem, PA.

Ms. Lawless seconded the motion.

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

## **DEVELOPMENTS**

### **Willowcrest Farms**

Attorney Jim Holzinger and Arnold Alleyne presented the Board with an apartment building concept for the property at 3399 Bath Pike.

### **Lehigh Valley Flex Center**

It is noted for the record that Ms. Lawless recused herself.

Mr. Salvesen moved the Board approve the Preliminary Land Development Plan of Lehigh Valley Flex Center, dated as last revised February 19, 2018, upon the following conditions:

## **CONDITIONS**

1. The Developer/Owner shall address all outstanding comments in the Hanover Engineering Associates, Inc. review letter dated March 9, 2018 to the satisfaction of the Township Engineer prior to Plan recording.
2. A note shall be added to the Preliminary Plan(s) identifying all waivers and conditions granted by the Township and the meeting date of the Board of Supervisors action.
3. The Developer/Owner shall provide 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)
4. The Developer/Owner shall provide a separate Covenant running with the land which 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)
5. The Developer/Owner shall provide 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. (Stormwater Management Ordinance Section 152-24.5)

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 Tapping (\$8.10/GPD), 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. Upon acceptance of this conditional Preliminary Plan approval, the Developer/Owner shall provide one (1) Mylar of each Record Plan and two (2) full Preliminary Plan sets, signed and notarized by the Owner and sealed by the Surveyor and/or Engineer, to be certified by the Township Secretary-Treasurer and retained in the Township file for certification referral. (SALDO Section 159-33.D)
12. The Developer/Owner shall secure Record Plan approval from the Board of Supervisors within twelve (12) months of Conditional Preliminary Plan approval, and agrees that if such Record Plan approval is not met, the Record Plan shall be subject to disapproval by the Board of Supervisors. (SALDO Section 159-34.D)

Mr. Salvesen further moved, that the granting of conditional Preliminary approval of this Plan 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 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))
- F. 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))
- G. 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))
- H. 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))
- I. 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))
- J. 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, Ms. Lawless abstain, Mr. Prendeville aye, Mr. Diacogiannis aye.

### **Freshpet – Extension**

Mr. Salvesen moved the Board grant the developer of Freshpet Manufacturing Addition an extension to July 5, 2018 to complete the improvements, per their letter dated March 26, 2018.

Mr. Nagle seconded the motion.

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

### **HTI LLC – Extension**

Mr. Salvesen moved the Board grant the developer of HTI LLC – 4482 Innovation Way an extension to July 13, 2018 to complete the improvements, per their letter dated March 22, 2018.

Mr. Nagle seconded the motion.

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

### **ADMINISTRATION**

#### **Assignment of Traffic Signal Easement – Signature Authorization**

Mr. Salvesen moved the Board authorize the Chairman and Township Secretary to sign the Assignment of Traffic Signal Easement between David M. Jaendl, Mark W. Jaendl, and John F. Lisicky and Hanover Township Northampton County.

Mr. Prendeville seconded the motion.

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

### **PUBLIC WORKS**

### **COURTESY OF THE FLOOR**

### **STAFF REPORTS**

Mr. Kocher – Engineer – had nothing to report.

Mr. Broughal – Solicitor – had nothing to report.

Mr. Milite – Public Works Director – had nothing to report.

Mr. Finnigan – Township Manager –

Upon motion of Mr. Salvesen the Board adjourned into Executive Session regarding Contractual Matters at 7:35 PM.

The Board adjourned from Executive Session at 7:50 PM.

Elizabeth D. Ritter  
Township Secretary