

The stated meeting of the Public Affairs Committee of the Board of Commissioners of the Township of Abington was held on Wednesday, June 5, 2019 at the Township Administration Building, Abington, PA., with Commissioner Spiegelman presiding.

CALL TO ORDER: 7:47 p.m.

ROLL CALL: Present: Commissioners SPIEGELMAN, BOWMAN, SCHREIBER, DiPLACIDO, MYERS

Township Manager MANFREDI
Assistant Township Manager WEHMEYER
Township Solicitor CLARKE
Community Development Director STROTHER
Superintendent of Recreation THOLEY

Also Present: Commissioners LUKER, KLINE, ROTHMAN, ZAPPONE, BRODSKY, CARSWELL, THOMPSON, VAHEY, GILLESPIE, WINEGRAD

APPROVAL OF MINUTES:

Commissioner Spiegelman made a MOTION, seconded by Commissioner Bowman to approve Public Affairs Committee Meeting minutes of May 1, 2019.

MOTION was ADOPTED 5-0.

PRESENTATION: None.

UNFINISHED BUSINESS:

Item PA-01-050919 – Consideration of Hunter Soccer Club proposal and possible agreement:

Commissioner Spiegelman asked for updates on this matter.

Manager Manfredi replied a draft proposal agreement was sent to the Board prepared by the Township Solicitor considering comments made by committee members at its meeting; legal points as well as what was proposed by Hunter Soccer Club for discussion this evening. The contents of the agreement is what is being considered, and if the committee recommends approval to the full Board, and if approved by the Board, that will begin the technical review process of the site for land development.

Commissioner Spiegelman called on the applicant.

Bill Manchester, President of Hunter Soccer Club, said his Board reviewed the agreement and we are fine with everything as written; however, the upper field has a sign of dedication to John Hunter in 1995.

Commissioner DiPlacido referring to the agreement, Section D. - Use of Upper Field, Part 2, subset a. that says, “abide by all applicable regulations and policies of the Township’s Park and Recreation;” does that mean that this field has to operate as the same hours of all of our other parks and fields or will there be a different set of hours?

Manager Manfredi replied it would be the hours that are established by the Township unless agreed to separately within this agreement.

Commissioner Zappone clarified that if the Township’s insurance rates increase Hunter Soccer Club will pay for it. Is that correct?

Manager Manfredi replied under this agreement, they are required to indemnify the Township as holding harmless and there should be no reason insurance rates would increase. We can certainly build into the agreement that should insurance carriers identify an increase related to the change in the field that it will be absorbed by Hunter Soccer Club.

Commissioner Zappone said he wants to make sure that if there is any type of increase and not just insurance, but any expenses because of this project, that it will be paid by Hunter Soccer Club and not the taxpayers.

Manager Manfredi replied if all parties agree, it will be stated in the agreement.

Commissioner Zappone asked about the process of renting the field to other clubs within Abington.

Mr. Manchester replied Hunter Soccer Club has permits for the field and rental fees will go towards the loan.

Commissioner Spiegelman asked for the issue brought forth by Commissioner Zappone to be addressed at this time.

Manager Manfredi said if the committee agrees to add to the draft agreement that any and all costs that may arise as a result of this lease agreement will be passed on and borne by the lessee, which can be a recommendation to the full Board.

Commissioner Vahey questioned why the term in the agreement was left blank.

Mr. Manchester replied term proposed is five to six years as the loan will be a six-year loan. If the loan is paid off earlier, we will not be renting it out.

Vice President Kline referring to Section D. 1 e. regarding naming rights; the Township has a facility naming policy, so he wants that section stricken from the agreement because they have to go through the Township's policy that was set by the Board for any public fields or buildings. The name that it was previously dedicated to will remain; however, if there is any change, it would need to go through the Township's naming policy for the field and that is not subject to this agreement.

Mr. Manchester agreed.

Solicitor Clarke noted that insurance premium could increase when a new facility is constructed and any additional expenses due to this field will be paid by Hunter Soccer Club, and that can be included in the agreement if that is what the committee and full Board request.

Mr. Manchester replied we see no problem with that.

Commissioner Thompson asked who currently maintains that field?

Mr. Manchester replied the Township mows it once every 10 days; however, we cut it regularly and spent \$150,000 for sod and soil for the field over the past five years, so we maintain it for game-play.

Commissioner Thompson continued that this is in his ward and he has spoken with his residents about it as well as other residents who have inquired about this proposal, and they seem to be very much in favor of it. He encouraged the committee to consider passing this forward tonight.

In regards to any liability, Hunter Soccer Club has been playing soccer on the Township's field, and there is an inherent danger in playing sports regardless of what surface is being played on, and although he understands the liability concern, he does not know that the liability will change drastically from playing on an uneven grass surface to a turf surface.

Commissioner Gillespie asked for the timeframe of the project.

Mr. Manchester replied probably by the end of October.

Vice President Kline said in regards to the term of the loan of five or six years; the agreement also includes a renewal of that term, and he thought Hunter Soccer Club wants to have this agreement in place so that they could collect permit money for the field other than what Hunter Soccer Club is using it for so as to be able to pay back the loan and it was stated that the loan will be paid back in that period of time. Is that correct?

Mr. Manchester replied right now, it is a six-year loan.

Vice President Kline questioned why the Township would want to renew as he thought the purpose was that the term of the lease would only be for the period of time that allows Hunter Soccer Club to recoup the funds to pay for the loan.

Mr. Manchester replied we will still be responsible for the upkeep at that point, and as far as renewing to sublease, we are not looking to do that at all.

Vice President Kline suggested changing the term of the agreement to say that if the agreement is renewed past the original term that it will only be for upkeep and not to collect permit fees.

Mr. Manchester replied we will not be renting it out once the loan is paid off. We paid for a permit and will sublease our time on the field.

Vice President Kline clarified that Hunter Soccer Club is paying for their permit fees during the term of the agreement. Is that correct?

Mr. Manchester replied yes.

Manager Manfredi said there was a question as to who would be using the field during the time that Hunter Soccer Club will not be using it, so they requested to be allowed to reach out to other groups and lease out the field since they hold the permit for the entire season and rent it out, not as a permit fee, but to gain additional revenue to help reduce costs.

Mr. Manchester replied that is correct.

Vice President Kline clarified that the purpose is to pay back the loan. Is that correct?

Mr. Manchester replied yes, the purpose of that is only to pay back the loan.

Vice President Kline said so why does the Township want that arrangement to continue past the period of time that Hunter Soccer Club needs to pay back the loan.

Manager Manfredi replied that can be changed.

Commissioner Vahey clarified that the Township is not obligated to renew the agreement after six years. Is that correct?

Manager Manfredi replied the Township can terminate this agreement at the end of five years and not renew at all. When the financing ends after five or six years, we can terminate the lease because at the end of that five-year term, the agreement also requires Hunter Soccer Club to turn it over to the Township.

Commissioner Vahey said he has no problem with the renewal term as it discretionary and the Township does not have to renew after the term of the agreement.

Manager Manfredi said this is a draft agreement based upon comments received from the Commissioners and Hunter Soccer Club just as a starting point, and he recommended that Solicitor Clarke will fine-tune it based on the wishes by the Board for a vote next week.

Commissioner Winegrad referring to Paragraph C.1 a. of the agreement that there is a capital reserve fund that Hunter Soccer Club will contribute to; have they considered how much money will be contributed to that fund?

Mr. Manchester replied no, that is new to us. He assumes that is for the life of the turf field and replacing it in 10-15 years so that the Township is not held liable. We have every intension to prepare for that and will save to replace it one day.

Commissioner Winegrad clarified that Hunter Soccer Club will pay to replace it and not the Township. Is that correct?

Mr. Manchester replied yes, in 10-15 years.

Commissioner Bowman agreed to adding language to the agreement that any increase in costs will be paid by Hunter Soccer Club; he is in favor of the five year term and he does not feel the need to change the renewal clause as that would need to be voted on anyway.

Vice President Kline clarified that the term of loan is six years. Is that correct?

Mr. Manchester replied yes.

Discussed were the revised terms of the agreement; any increase in costs to the Township will be paid by Hunter Soccer Club; the naming of the field will be removed from the agreement as the current name is the John Hunter Field, and if there is a desire by Hunter Soccer Club to change that name in the future, they will have to abide by the Township's naming of facility policy; Item A.5 of the agreement regarding waiving Township permit fees will be stricken and there will be no waiving of Township permit fees; the turf field will be dedicated to the Township at the end of five or six years; all maintenance costs will be absorbed by Hunter Soccer Club; suggested was further discussion on whether Hunter Soccer Club has priority use of the field and what are they permitted to do with the field during down time. Also, agreement is subject to further review by Township Manager and Township Solicitor as deemed appropriate.

Commissioner Bowman said the down time is when they need to rent it out to other soccer users and they want exclusivity for six years and they already paid for their permits, so they should be entitled to the down time as well as their playing time.

Commissioner Thompson clarified that when Hunter Soccer Club is not using the field and it is not being subleased it will be open to the public. Is that correct?

Mr. Manchester replied all sports being played that will not damage the turf field are welcome when we are not using it.

Commissioner Spiegelman made a MOTION, seconded by Commissioner Myers to pass forward to the full Board the Hunter Soccer Club-Penbryn Field Agreement subject to review by the Township Manager and Township Solicitor as deemed appropriate.

Commissioner Spiegelman asked for any public comments. There were none.

MOTION was ADOPTED 5-0.

NEW BUSINESS:

Item PA-01-061319:

Commissioner Spiegelman made a MOTION, seconded by Commissioner Myers to award Ardsley Community Center Gym Floor bid to All Sports Enterprises Inc. in the amount of \$35,000.00.

Commissioner Spiegelman called on Jessica Tholey, Superintendent of Recreation.

Ms. Tholey explained that the purpose of this is to replace an existing asbestos gym floor. Research was done on better options for the floor that will require less maintenance and last longer than a regular wooden floor.

Commissioner Spiegelman asked for any comments from Commissioners.

Commissioner Bowman clarified that this will be placed over the existing floor. Is that correct? Also, what is the new floor made of?

Ms. Tholey replied yes. It will be made of layers of sponge-material with some of it being recycled plastic, and depending on the level of shock absorption will determine some of the other layers that will be used.

Commissioner Spiegelman clarified that the new floor will encapsulate the asbestos. Is that correct?

Ms. Tholey replied yes.

Commissioner Spiegelman asked for any public comments.

Joanne Tressler, 616 Roslyn Avenue, asked about fees for use of the gym.

Ms. Tholey replied we charge every organization that uses that gym.

Ms. Tressler questioned whether those fees would be put towards the cost of this floor or is it taxpayers' money.

Commissioner Spiegelman replied the fees come to the Township and will be used for the floor, which is all taxpayers' money.

Ms. Tressler questioned whether this building is being run for-profit.

Manager Manfredi replied no. Any user fees being charged reduce taxpayer's cost.

Lora Lehmann, 1431 Bryant Lane, commented that she feels that the "Crestmont Center cost the Township \$600 a sq. ft. to build and it's being used by the hospital and college and locked up to some degree to the public, and the Township is paying for the maintenance of this building that belongs to the school and the school could come and take it back almost at any time."

MOTION was ADOPTED 5-0.

Item PA-02-061319 – Consider a motion to adopt Resolution No. 19-022, the "Ready for 100" renewable energy:

Commissioner Spiegelman removed from the motion the following: "request Congresswoman Dean's sponsorship of H.R. 763" as she is the cosponsor of this Bill.

Jim Webb, 1874 Brentwood Road, Chairman of the EAC, thanked the Board for cosponsoring the resolution for "Ready for 100," and also for working with Neal Gale, Associate Member of the EAC on this resolution as it is up to those at the local and State level to deal with greenhouse gas emissions. He commended the Board for previously voting to insure that our energy use is all renewable energy for Township operations.

Neal Gale, 2214 Jenkintown Road, Associate Member of EAC, thanked the Board for considering this resolution as it is very important for future generations. He requested to change the language under the "Be It Resolved That" section of the resolution and remove the words "strive to."

Manager Manfredi replied he will need to review that further as that change would be a substantive change to the resolution because "striving to" is what we are talking about doing rather than resolving to achieve as future costs are unknown. Also, the EAC will work with the Township on various projects striving to reduce our footprint as much as possible.

Commissioner Spiegelman added that the Township will work with the EAC over the course of next year to discuss options and timeframe for each department's use. The Township is committed to sustainability being a structural consideration in all that they do.

Mr. Gale summarized that "Ready for 100" is a group formed by the Sierra Club and it is designed to work and support communities across the country to transition from their existing energy use to 100% clean renewable energy.

Commissioner Spiegelman asked for any comments from Commissioners.

Vice President Kline questioned whether this resolution is intended for the governing body of the Township or the residents of the Township.

Manager Manfredi replied it is communitywide.

Vice President Kline said he is fine with entertaining this as a policy decision for Township services, but how will it translate to the residents or the business owner in the Township. He is leery about having language in the resolution of imposing this upon residents and business owners outside of Township services. He wants to be cautious as to not advocate or force upon residents or business owners about making these changes, although he is in favor of the education process for the community if they want to make these changes.

Solicitor Clarke said it is more of a statement of intent that is why the language will remain as "striving to" and it cannot be enforced on business owners. It is a goal for the Township in educating the residents about being more energy-efficient.

Cakky Evans, 1132 Lindsay Lane, EAC Members, commented that she is comfortable with the language of "striving to" and this is the vision that the EAC is committed to. She listed the other municipalities that have passed this resolution and hopes there will be a unanimous vote tonight.

Lora Lehmann, 1431 Bryant Lane, expressed concern that she feels "House Bill 763 is a place where people will be taxed again, but very much in favor of everything that is climate change-oriented and working towards these goals." Also, she is opposed to "forests dying and selling rain barrels."

Joanne Tressler, 616 Roslyn Avenue, expressed concern about her serious water problem as she has lost two sheds due to water runoff and pavers buried in mud due to water rushing through her yard. She was told studies need to be done prior to any work and this has not happened and she asked for this problem to be solved.

Commissioner Spiegelman asked Ms. Tressler to stay after the meeting for further discussion.

Commissioner Zappone questioned what is being done to resolve it as well as the issue on Penn Avenue.

Manager Manfredi replied this is tied to the Edge Hill/Tyson project and Ms. Tressler's property will need to be considered with another stormwater project.

Bill Metler, 131 Woodland Road, Cheltenham, PA, said he is from Citizens Climate Lobby promoting H.R. 763, and although it has been dropped from the motion, he suggested thanking Congresswoman Dean in writing for co-sponsoring it.

Commissioner Spiegelman replied we will discuss that with the EAC in advance of next week's meeting.

MOTION was ADOPTED 5-0.

PUBLIC COMMENT – general matters relating to Public Affairs:

Lora Lehmann, 1431 Bryant Lane, asked for a "page per topic including the Verizon presentation along with a calendar of events to be posted on Township website."

ADJOURNMENT: 8:56 p.m.

Respectfully submitted,

Richard J. Manfredi, Township Manager/Secretary

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