

MINUTES OF REGULAR MEETING OF NOVEMBER 21, 2007

The regular meeting of the Conemaugh Township Board of Supervisors was called to order at 7:05 p.m. on November 21, 2007 by Chairman Calvin Gindlesperger. Board members present were Calvin Gindlesperger, Chairman, and Wayne Kauffman, Vice-Chairman. David Hart, Secretary/Treasurer was absent. Solicitor James Beener was present.

Pledge to the Flag.

FLOOR OPENED TO PUBLIC COMMENT:

Mark Blasko of the Conemaugh Township Municipal Authority stated that when the Supervisors appointed Vernon Mock to the Authority's Board, the term should have been listed as expiring in 2012, not 2013, noting that one year was already completed on this term; the Authority had five-year terms. Solicitor Beener stated this would be looked into.

MINUTES:

There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to accept the minutes of the regular meeting of October 24, 2007. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

BILLS:

There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to pay the bills for the month of November 2007 in the amount of \$73,827.48 for the General Fund, \$5,868.99 for the Liquid Fuels Fund, and \$231,277.96 for the Sewer Fund. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

POLICE REPORTS:

The police reports as submitted by Officer in Charge Louis Barclay for the month of October 2007 for Conemaugh Township, Benson Borough, Shade Township, Quemahoning Township, and Stoystown Borough were read. There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to accept the police reports as read for the month of October 2007. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

PERSONS TO BE HEARD:

1. **Joe Stevens** of Stevens Lane stated that he objected strongly to Item #5 on the Agenda, which dealt with the severance package for Howard Jackson – the Township was paying him too much money. He felt the public hearing should have been held; the taxpayers had the right to know what the charges were against Mr. Jackson. Mr. Stevens urged Mr. Kauffman and Mr. Gindlesperger not to accept the severance agreement.

Mr. Stevens further urged the Supervisors to consider dropping the sewer rates back down to where they had been prior to the rate increase. He stated he had looked at the records of the Sewer Department covering the past 21 months and the Sewer Department was not operating in the red, the Department had a balance of \$60,000.00. Mr. Stevens wanted to know how the Sewer Department could be in the red if it had money in the bank. He stated he wanted an answer the first of next year.

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2. **John Mastillo** of Jerome was also concerned about the expense put on the taxpayers for Howard Jackson's severance agreement. Chairman Gindlesperger stated the decision to agree to the severance agreement was due to how much it would have cost the Township to pursue the matter—the end cost would have been much more. Mr. Mastillo was also concerned about any back pay that may be owed to Mr. Barclay. Chairman Gindlesperger stated the Supervisors were working on that issue with Mr. Barclay. Mr. Mastillo wanted to know when public officials make a blatant error, what recourses did taxpayers have. Mr. Mastillo further raised the matter of what the Township was charging the other municipalities for police service agreements. Chairman Gindlesperger stated that these agreements were being worked on. Mr. Mastillo asked if the public would be able to see these, and the answer was yes.

CORRESPONDENCE:

1. Chairman Gindlesperger read a letter received from Margaret Hillegass of the Pease & Justice Ministry of Kaufman Mennonite Church requesting a recycling center in Conemaugh Township. Chairman Gindlesperger stated this could be looked into by contacting Cambria County and/or the landfill.

2. Chairman Gindlesperger read a letter addressed to Howard Jackson from Benson Borough stating that they would be temporarily terminating the police service agreement with the Conemaugh Township Police Department effective November 30, 2007. The letter further stated that they would like the opportunity in the future to possibly renegotiate their contract with the Township. Solicitor Beener stated that all the Supervisors needed to do in this matter was to acknowledge this.

OLD BUSINESS:

None.

NEW BUSINESS:

1. **2008 PROPOSED BUDGET:** There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to approve the proposed 2008 Budget for Conemaugh Township as follows: General Fund 01 - \$2,487,946; Street Light Fund 02 - \$28,387; Fire Protection Fund 03 - \$107,750; Sewer Fund 08 - \$1,337,200; and Liquid Fuels Fund 35 - \$334,666. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

2. **OPEN BIDS FOR SALE OF 1995 DODGE DUMP TRUCK:** Chairman Gindlesperger opened the following bids received for the 1995 Dodge dump truck with plow and spreader, to be sold as-is:

Brad Dively, Friedens	-	\$6,800.00
Mark Konchan	-	\$8,000.00
Hazelton Equipment Co.	-	\$7,791.00
Keith Kauffman, Johnstown	-	\$6,000.00
Mike Hearn, Somerset	-	\$5,637.00

Mr. Kauffman noted the book value on this truck was approximately \$9,000.00. The Supervisors tabled this matter until the next meeting for further review.

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3. **OPEN BIDS FOR SALE OF 1995 FORD PICKUP:** Chairman Gindlesperger opened the following bids received for the 1995 Ford F-250 pickup with plow, to be sold as-is:

Sonny Kerr, Johnstown	-	\$1,513.00
Dan Blackner, Johnstown	-	\$1,602.00
Brad Dively, Friedens	-	\$1,787.00
Keith Kauffman, Johnstown	-	\$1,200.00

There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to accept the bid received from Brad Dively of Friedens in the amount of \$1,787.00 for the sale of a 1995 Ford F-250 pickup truck with plow, to be sold as-is. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

4. **OPEN BIDS FOR SALE OF 2003 CROWN VICTORIA CRUISER:** No bids were received.

5. **SEVERANCE AGREEMENT & GENERAL RELEASE FOR HOWARD JACKSON:** Attorney Dan Rullo, one of the Solicitors for the Township, made the following statement regarding this issue:

“I was asked to participate in the Police Tenure proceedings in which Officer Jackson was accused and on charges that I brought relative to potential disciplinary matters. I was in the back just now and I heard some of the comments, and I am just going to comment for purposes of the way I see this. I think it deals with more than just dollars and cents. We had nine officers prepared to testify at this hearing. Each one of them were in a position where they would have to be testifying about another officer and other officers would be testifying against them. The divisiveness that hearing would have taken would have been potentially irreparable, and before any discussions were made relative to overall global settlement, I consulted for a number of hours with all those officers and the Chief of Police.”

“The Supervisors were involved in the discussion, but this was more than simply a dollars and cents issue. Clearly there would have been significant dollars in the completion of that hearing because there had to be a separate attorney representing the Supervisors versus the one that was prosecuting the charges. That proceeding would have been transcribed; all the testimony would have been under oath. An appeal could have taken place with the Court of Common Pleas. An appeal could have further gone beyond that to the Appellate Court. In the meantime, there were grievances that were pending, and Equal Employment Opportunity Commission charges that were pending. All of these are resolved as the result of this global settlement.”

“So it is more than simply dollars and cents, and everyone is entitled to their opinion, and I do not begrudge anyone for their comment, but I think you need to look at the overall benefit of the force. All of these officers were relieved in having to not be in a position where they were testifying against each other or about matters that were generally internal for the police force. There were no criminal activities that were the subject matter of these charges; they were primarily internal issues that were going to be focused on the method in which the officers interacted with themselves. I am comfortable in finding out that Officer Barclay has been meeting with everyone and there appears to be a much better working relationship. I am telling you now, from what I am hearing, that I think the force is back together again—it is united and I think it will be working forward in the future for the benefit of the community.”

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“With that, I am presenting today a Severance Agreement and General Release that was worked out. After the discussions, we put on the record the outline of an agreement. The terms and conditions have been reduced to writing. I want to go through a summary form with you.”

“It is an agreement between the Township and Howard Jackson: BACKGROUND – Jackson is currently employed by the Township as the Chief of Police, and prior to that assignment worked as a patrolman with over 13 years of employment. The Township has received information that, if proven, might have resulted in disciplinary action against Jackson. Jackson does not agree with all of the information that the Township contends may result in a disciplinary action. A hearing was to be held on November 12, 2007, under the Pennsylvania Police Tenure Act; however, as a result of Jackson’s agreement to resign as an employee of the Township, said hearing was not necessary and the charges were withdrawn on said date subject to the execution of this Agreement.”

“The Agreement provides that Jackson resigns with the Effective Date of January 1, 2009. That is called the Effective Termination Date of the Agreement. Notwithstanding the Effective Termination Date, however, for a period from November 12, 2007 until November 27, 2008, which would be called the Severance Payment Period, he will not be obligated to provide any service to the Township, but shall be entitled to receive a severance payment of the normal salary for patrolman with his seniority and accordance with the existing collective bargaining agreement between the Township and the Fraternal Order of Police. This shall be payable on the usual payment dates, along with health insurance benefits for himself and his dependents at the expense of the Township. No payments shall be made to Jackson after November 12, 2008, and Jackson shall be considered on unpaid leave until the Effective Termination Date.”

“So in substance, he will be receiving not his actual salary as Chief, but a patrolman rate for a period of 12 months. During the Severance Payment Period, he will be entitled to his accrued retirement, which is already vested, but no other benefits otherwise not set forth in this Agreement. So therefore, no vacation, no personal days, no emergency days, no sick days, no other accrued leave during the Severance Payment Period. All taxes and deductions customarily involved will be taken just as if there were services being provided.”

“We have provisions in here about the removal of his personal property items and the return of keys, badges, weapons, etc. He will be permitted to purchase from the Township a K-9 known as Joey for the amount of \$600.00 payable by way of payroll deduction during the severance period. This is condition upon Jackson producing documentation showing the actual consideration paid by him as a contribution to the Township for the purchase of the K-9 in an approximate amount of \$5,000.00. This was in cash payments and services rendered and there will be documentation provided for that”

“Again, I said no vacation, personal days, or other benefits. His severance will stop when he is gainfully employed during the Severance Payment Period, and that term is defined in the Agreement. His health insurance will stop in the event he obtains employment which provides health insurance benefits equal to or better than the health insurance provided by the Township.”

“The rest of the Agreement is general legal language dealing with the releases of all claims that he may have or we may have against each other so that this is a final resolution of all matters during his tenure of employment here.”

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“As of 4:00 p.m. today, I was told by his lawyer that Jackson is now willing to sign the Agreement in its present form. Any questions? If that is the case, I would suggest you consider a motion to authorize the Chairman to sign the necessary documents to bring this to a close.”

There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to authorize Chairman Gindlesperger to sign the Severance Agreement and General Release for Howard Jackson, subject to Mr. Jackson signing the Agreement. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

6. **APPOINTMENT OF LOUIS BARCLAY AS CHIEF OF POLICE:** There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to appoint Louis Barclay as Chief of Police of the Conemaugh Township Police Department retroactive to the date he was appointed Officer in Charge, which was October 9, 2007, and to pay Mr. Barclay for Chief’s salary back to that date. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

7. **UPPER YODER TOWNSHIP SNOW REMOVAL AGREEMENT:** There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to approve a snow removal agreement for the winter season of 2007-2008 with Upper Yoder Township for removal of snow on Coon Ridge Road within Conemaugh Township for a cost of \$1,500.00. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

8. **POLICY FOR CONEMAUGH TWP. POLICE CANINE UNIT:** There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to adopt a policy for the Conemaugh Township Police Canine Unit as presented by Chief Louis Barclay. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

9. **RESOLUTION R06-07:** There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to adopt Resolution R06-07 eliminating member contributions into the Conemaugh Township Police Pension Fund for the year 2008. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

10. **RESIGNATION OF PART-TIME POLICE OFFICER:** Chairman Gindlesperger read a letter received from Officer Dustin Weir stating that he was resigning as a part-time officer with the Conemaugh Township Police Department effective December 1, 2007 because he had received a full-time position with Paint Township. There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to accept the resignation of Dustin Weir as part-time police officer for the Conemaugh Township Police Department, effective December 1, 2007. Roll call vote: Mr. Kauffman – yes, Mr. Gindlesperger – yes, and Mr. Hart – absent. Motion carried, one absent.

11. **HIRING OF PART-TIME POLICE OFFICER:** Chairman Gindlesperger stated this officer would replace Dustin Weir on the Township’s police force. Mr. Davis was a certified municipal police officer, had good credentials, and was recommended by Chief Barclay. There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to hire Robert Davis as part-time police officer for the Conemaugh Township Police Depart. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

12. **PAYMENT REQUEST NO. 2 – WHITEWATER PARK:** There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to approve Contractor Payment Request No. 2

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(Final) in the amount of \$221,738.91 to Kukurin Contracting, Inc. for the Whitewater Park Project; to be paid from grant monies received for this Project. Chairman Gindlesperger asked Mike Quinn of the Recreation Commission when the funds would be available to pay this. Mr. Quinn stated that the Township was waiting for the final money to come in, and then payment could be made. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

13. **CHANGE ORDER NO. 1 – WHITEWATER PARK:** Josh Kalp of The EADS Group explained that this change order dealt with the volume of rocks involved with the project, and the money was included in the grant funding. There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to approve Final Quantity Adjustment Change Order No. 1 in the amount of \$15,002.98 for the Whitewater Park Project. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

ENGINEER UPDATE:

Josh Kalp of The EADS Group reported that the final walk-through for the Greenhouse Whitewater Park project was done last Thursday with DCNR. DCNR was happy with the project. There would need to be some maintenance done in the spring.

ITEMS FOR DISCUSSION:

Chairman Gindlesperger stated that Chief Barclay was requesting more bullet proof vests for the police officers since some officers had outdated vests. A total of six vests were needed at a cost of approximately \$2,500.00. There was a motion by Mr. Gindlesperger, seconded by Mr. Kauffman, to approve the purchase of six new bullet proof vests for the police department at a cost not to exceed \$2,600.00. Roll call vote: Mr. Gindlesperger – yes, Mr. Kauffman – yes, and Mr. Hart – absent. Motion carried, one absent.

ANNOUNCEMENTS:

1. The next regularly scheduled meeting of the Township Supervisors will be held on Wednesday, December 19, 2007 at 7:00 p.m.

ADJOURNMENT:

There was a motion by Mr. Kauffman, seconded by Mr. Gindlesperger, to adjourn the meeting at 7:51 p.m.

Submitted by,

Cindy L. Walerysiak, Assistant Secretary/Treasurer