

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Board Meeting held October 5, 2010

A business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:30 p.m. by Chairman William B. Hawk, on the above date in the Lower Paxton Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania.

Supervisors present in addition to Mr. Hawk were: William C. Seeds, Sr., William L. Hornung, Gary A. Crissman, and David B. Blain.

Also in attendance were George Wolfe, Township Manager; Steven Stine, Township Solicitor; Steven Fleming, HRG, Inc.; Mark DiSanto, Holy Name of Jesus Church; James Snyder, Snyder and Secary & Associates, LLC; and Watson Fisher and Ted Robertson, SWAN.

Pledge of Allegiance

Mr. Hornung led in the recitation of the Pledge of Allegiance.

Approval of Minutes

Mr. Crissman made a motion to approve the minutes of the September 7, 2010 business and workshop meetings. Mr. Blain seconded the motion, and a unanimous vote followed.

Public Comment

No comments were presented by the public.

Chairman & Board Members' Comments

No comments were presented.

Manager's Report

Mr. Wolfe explained the Township's Emergency Management Coordinator received a notice from Three Mile Island (TMI) noting that a test of a siren occurred on October 4th and it was mistaken as an alert siren and caused some confusion. He noted that TMI explained that it tests its siren on a monthly basis on a Saturday at noon time, and the next test of the TMI alert siren will occur on Saturday, October 9, 2010 at noon; and subsequently on a monthly basis on Saturday's thereafter.

Mr. Wolfe noted that the Board of Supervisors will meet on Monday, November 1st, instead of the November 2nd due to Election Day. He noted that the Board always reschedules its meeting to afford Board members and the citizens unfettered access to the election polls.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Recommendation from the Audit Committee in regard to proposals to perform the annual audit of the Township and Authority

Mr. Wolfe noted that the Audit Committee has made a recommendation to the Board of Supervisors to hire a new auditor. He noted after interviewing three auditing firms, the Audit Committee has made the recommendation to hire Zelenkofske Axelrod, LLC to perform the audits for the Township, Friendship Center and Authority for the 2010 fiscal year, as well as 2011 and 2012, with options for years 2013 and 2014, based upon their performance. He noted that the costs for services are included in the packet as well as the actual engagement letter.

Mr. Wolfe explained that Mr. Crissman and Mr. Blain sit on the Audit Committee and he questioned if they wished to make any further comments. Mr. Blain stated that he had no

comments. Mr. Crissman noted that he was in agreement with the negotiated final price for services from Zelenkofske Axelrod, LLC. Mr. Wolfe explained that the costs for services as proposed for the Township Audit is \$33,075 for 2010; \$34,205 for 2011; and \$35,335 for 2012. He noted if the option years for 2013 and 2014 are chosen, there would be a 3% increase in costs for those years. He noted that the actual prices listed are as a result of the Audit Committee's further negotiation in one final session resulting in a lowering of the contract price by \$1,000 for each year. Mr. Seeds noted that the negotiated price is \$5,000 less than what was paid for the 2009 audit.

Mr. Blain made a recommendation to accept the proposal from Zelenkofske Axelrod, LLC, for a three year contract for the audit of Lower Paxton Township, Lower Paxton Authority, and Friendship Center, in the amount of \$33,075 for 2010; \$34,205 for 2011; and \$35,335 for 2012. Mr. Crissman seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Joint Agreement of Recognition between the Township and
AFSCME Counsel 90 for the Sewer employee's collective bargaining unit

Mr. Wolfe explained that management found an operational need to amend the unit certification for the Sewer Department Equipment Operator. He noted that the Township maintains an infiltration and inflow (I&I) construction crew made up of four employees, and it has typically been manned by Sewer and Public Work Department employees. He noted that the joint planning has caused operational problems in that it is extremely difficult to coordinate between the two departments. He noted if a Public Works employee calls off sick, then Mr. Robbins must pull someone from another job to staff the I&I position. He explained after significant discussion between management, staff, and both the Sewer and Public Works

Collective Bargaining Units, it was determined the best way to approach this issue was to include the position of operator as it currently stands in the Public Works Department also in the Sewer Department Collective Bargaining Unit. He noted that the certification amendment must be presented to the Pennsylvania Labor Relations Board (PLRB) for their approval. He noted that the paper work would jointly petition the PLRB to include the position of operator in the collective bargaining unit for the Sewer Department employees. He noted that once this position is included in the Sewer Department, then the existing Public Works employee would be permitted to transfer into the Sewer Department and be managed directly by that Department on a day-to-day basis. He noted that it is staff's recommendation to participate in this joint agreement of recognition that will be filed with the PLRB for the Township's Sewer Department collective bargaining unit.

Mr. Hawk noted in the second paragraph of the Memorandum of Understanding, it states that, "Mr. Reichert shall retain all seniority rights in the Public Works unit. Mr. Reichert's seniority in the Sewer unit will begin the first day of transfer into that unit." Mr. Wolfe explained that Mr. Reichert's seniority rights in the Sewer Department will start on the date of his transfer, but he would maintain his seniority within the Public Works Unit. He explained if there would be a work force reduction in the Sewer Department, he would be permitted to bump back to the Public Works Department. He noted that both staff and the employees are interested in knowing that the existing employees performing the work would not be harmed.

Mr. Crissman noted that he has an unsigned copy in front of him. Mr. Wolfe explained that AFSCME prepared the documents and sent them to the Township for its signature. He noted that they have acknowledged that they agree to this document by way of email. Mr. Crissman noted that, in the future, he would prefer the Township officials to be the last signature on the

documents and not the first. Mr. Wolfe noted that he used the document presented to him from AFSCME since they did all the document preparation work. Mr. Crissman noted that he would yield his requirement in this instance, noting that he is very particular in this matter when it comes to signing labor agreements.

Mr. Crissman made a motion to approve the joint agreement of recognition between the Township and the American Federal, State, County, and Municipal Employees (AFSCME), Council 90 for the sewer employees collective bargaining unit. Mr. Blain seconded the motion. Mr. Hawk called for a roll call vote: Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Addendum #2 to the lease agreement between the Township and PinnacleHealth for the Friendship Center west annex

Mr. Wolfe explained this is the same lease agreement approved last year for an additional one year term extension of PinnacleHealth's use of the west annex. He noted that it provides for a slight increase in the lease payment of 1.4% in accordance with the Consumer Price Index, (CPI), as calculated by Mr. Luetchford. He noted that it is staff's request that the Board approve this agreement and if it is approved, it will take affect February 1, 2011 until January 30, 2012. He noted that PinnacleHealth has requested that the Township extend the lease agreement based upon the current rate with no increase noting that the CPI has been flat. He noted that the Township's calculation agrees that it has been flat, but has added a minor increase to the fee.

Mr. Crissman noted that this is an excellent opportunity to draw people to the Friendship Center (FC) and it also helps the FC budget every year.

Mr. Crissman made a motion to approve addendum number two to the lease agreement between the Township and PinnacleHealth for the Friendship Center west annex in the amount of

\$5,145.21 per month for a second one-year renewal. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Preliminary/Final Land Development Plan Holy Name of Jesus Church

Mr. Wolfe explained that the purpose of this plan is to construct of a new 26,000 square foot, 1,400 seat worship facility and related site improvements. The property is zoned CN, Commercial Neighborhood, and is located north of Jonestown Road, east of North Mountain Road, and west of Blue Ribbon Avenue. The property consists of 8.77 acres and is served by public sewer and public water. He noted that there are several parcels of land involved and this parcel is located to the rear of the property. He noted that access to the church will be gained through the existing church property, either from Allentown Boulevard to the south or from Blue Ribbon Avenue to the east.

Mr. Wolfe noted on August 11, 2010 the Planning Commission recommended approval of the plan subject to addressing comments.

Mr. Wolfe noted on August 26, 2010 the Zoning Hearing Board granted variances for rear yard setbacks and stormwater basin landscaping.

Mr. Wolfe noted that there are seven general conditions and three staff comments. He noted that no waivers are requested at this time. He noted that there is correspondence from HRG, Inc., and Mr. Steve Fleming is present to explain any of the comments listed within his memorandum.

Mr. Wolfe noted that Mr. John DiSanto is present to represent the plan along with Jim Snyder, of Snyder Secary and Associates, LLC.

Mr. Seeds noted that he has some comments for Mr. Fleming in regards to his letter dated October 1, 2010. He noted that he had some concerns in regards to the road off of Blue Ribbon

Avenue, Dogwood Terrace, in that the road is not wide enough. Mr Fleming explained that his comment regards the width of the access road once you enter the Holy Name property. He noted that there is an existing driveway used for bus access, of 20 feet, and he recommended that it be widened to 24 feet. Mr. Seeds noted that the buses are already using that access point on a daily basis. Mr. Seeds questioned what effect the new sanctuary would have on that roadway. He noted that it is already being used for bus traffic, to enter and exit the property. Mr. Fleming answered that is correct, but the layout is proposing that roadway to be the second access for the church parking lot. He noted that it currently does serve as a direct connection. Mr. Seeds suggested that people attending the current church are using that roadway as access to the property.

Mr. Seeds noted that he had a concern regarding the detention pond holding water. Mr. Fleming noted that the Township's stormwater ordinance allows the Township to require the fencing of a detention basin, and he recommends that it should be fenced since it is designed to have a standing pool of water in it. Mr. Seeds questioned what the slope was for the detention pond. Mr. Fleming answered that it is a three to one slope.

Mr. Seeds noted that there was a comment from Corporal Needham in regards to installing an additional fire hydrant along Keller Street. Mr. John DiSanto noted that he received that comment yesterday, and responded that there is no public water proposed on Keller Street, therefore, a fire hydrant could not be installed at that location. He explained that he was going to meet with Corporal Needham to make sure everything else was covered and explain that there is no public water at that location. Mr. Seeds noted that he used the word additional as if there was already a fire hydrant installed at that location. Mr. DiSanto noted that there are proposed fire hydrants to be installed based upon Corporal Needham's recommendation, and he surmised that

Corporal Needham thought that there was public water along Keller Street. Mr. DiSanto noted that the plan calls for the installation of a fire hydrant and there will be fire department connections for the sprinklers in the building. Mr. Seeds questioned if water would be run down Keller Street. Mr. DiSanto answered no, noting that Corporal Needham may have assumed that water was going to be run along Keller Street. He explained that the water comes from the Blue Ribbon Avenue side of the property. Mr. DiSanto noted that he would get with Corporal Needham to clarify that request. Mr. Hawk noted that he read Corporal Needham's statement as an additional fire hydrant to the site as opposed to one on Keller Street.

Mr. Crissman questioned if Mr. DiSanto was authorized to speak on behalf of the project. Mr. DiSanto answered yes. Mr. Crissman questioned if Mr. DiSanto had the memorandum with the seven general conditions. Mr. DiSanto answered yes. Mr. Crissman noted that number seven lists the 19 comments made in the HRG letter dated October 1, 2010, and he questioned if Mr. DiSanto would be in compliance with all 19 comments. Mr. DiSanto answered maybe. He noted that there is a need for more discussion on some of the items.

Mr. Crissman questioned Mr. DiSanto what items are in question. Mr. DiSanto noted that Ms. Moran's letter states under General Condition Five, that she is requesting a DEP planning module, but it is not required. Mr. Crissman noted that it is listed as a condition and he has no staff member stating that it should be removed, therefore it remains. Mr. DiSanto noted if Ms. Moran replies back that it is not necessary, then it would not be an issue.

Mr. DiSanto noted that he would like to discuss the HRG letter listing the comments. He noted that he must also meet with Corporal Needham about the fire hydrant issue. He noted that he did not want a condition of approval for the plan to locate a fire hydrant where there is no

public water. Mr. Crissman noted if it is not applicable, then the Board would not need to address it, noting that he would have to yield to staff for a recommendation and lay that one aside.

Mr. DiSanto noted that he would like to address items, five, six, nine and fifteen in the HRG letter. Mr. Hawk noted that he would also like him to address items seven and eight.

Mr. DiSanto noted that comment five is an issue that Mr. Seeds had regarding the driveway to Blue Ribbon Avenue. He noted that the plan currently shows the rebuilding of the parking in the location of the existing gymnasium, and Mr. Fleming recommends that the access road be rebuilt out to Blue Ribbon Avenue. He noted that he does not think that it needs to be part of this project. He explained that the school used to house 900 students, but there are only 400 students attending at this time, and they have been running buses up and down that road for 30 years and there has never been an accident on that road. He noted that he does not want to agree to that condition. Mr. Seeds questioned if most of the roadway is owned by the parish. Mr. DiSanto answered yes; however a small section of Dogwood Street is Township owned. He noted that this comment would open another area that he does not want to go to with intersection improvements and off site improvements. Mr. Seeds noted that the same parishioners who use the road now will continue to use it when the new church is built. Mr. DiSanto answered yes. Mr. Seeds noted that there are fewer students attending the school now. He suggested that there would not be an increase for the use of that roadway.

Mr. Wolfe explained that this land development plan only concerns the 8.7 acres that are north of Keller Street. He noted that parking lot improvements are shown are on two outlying parcels. He noted that he believes Mr. Fleming's comments to be justifiable, but he was not sure if the Township could mandate off site improvements to the abutting parcels for a land development plan. Mr. Hornung noted that Mr. Wolfe is stating that the Township may not be

able to require comment five. Mr. Wolfe noted that it is a good idea, but he did not think the Township could mandate it. He requested Mr. Stine to clarify this issue. Mr. Stine questioned if the road goes through other properties that the church does not own. Mr. Hornung answered that it does not. Mr. Stine questioned if the property that it is on is part of the land development plan. Mr. DiSanto answered that it is located on a separate parcel which is not part of the land development plan. He noted that he is doing parking lot improvements on another parcel. Mr. Stine noted that you do not need a land development plan to do parking. Mr. Wolfe answered that was correct. Mr. Stine agreed that Mr. Wolfe was correct in that it could not be mandated since it would be considered an offsite improvement and is not part of the property on which the land development is occurring.

Mr. DiSanto explained that that showing the sites access to the public roadways does not apply to the plan as the land development plan does not access a public roadway. He noted that it would be the same technical issue as for number five. Mr. Fleming noted that part of the preliminary/final plan requirements are that the plan must show how it connects to the public roadway system. He noted that even though this tract does not directly access it, the plan must show how it would access the public roadway. He noted without showing the connections, the plan does not meet the preliminary/final land development requirements. Mr. Wolfe noted that this would be staff's opinion as well. He noted that Mr. Fleming is not asking for improvements in that item, he is just asking that the points be depicted on the plan. Mr. Fleming noted that it would verify that there is adequate sight distance for the triangle at each access point. Mr. Crissman questioned what Mr. DiSanto's objection was. Mr. DiSanto answered that he does not believe that the plan impacts any public access points, and he does not want to start talking about potential off site improvements at those access points. He explained that the plan does not

change any of the access points to the church that has been used for 30 years. He noted that it appears to be a generic comment, but he does not want to show that on the plan since he showed the connection areas to the existing roadways that obviously go to a public road. He explained that he does not want to include Route 22 or Blue Ribbon Avenue to talk about clear sight triangles and all the issues that may potentially come up with that. He noted that he does not believe that he is required to do this. Mr. Crissman noted that staff supports this request. Therefore, he would support staff and the engineer. Mr. Hornung questioned if there is a belief that the sight triangle on Blue Ribbon Avenue would be inadequate. Mr. Fleming noted that there is no reason to believe that the existing access points are not adequate; rather, it is one of the preliminary and final plan requirements. He noted that it would follow that there would be a check to ensure that there is a clear sight triangle and adequate sight distance at each point. Mr. Hawk noted that it makes it easier for the traveler to the church if they have a better understanding as to how to approach the new church. Mr. Fleming noted that it is in the church's interest to look at it, and to show on the plan how it would be connected to the road network plan, otherwise you have a plan that is essentially landlocked, connecting to other pieces of land.

Mr. DiSanto noted that comment three is requiring him to do cross easements for all the different parcels and they have agreed to that, and it supports making the engineer's comments mute. He noted that the church owns all the property and the people will know how to access the property.

Mr. DiSanto noted that comment nine is the same as number six. He noted that he does not believe that the plan is connecting to public roadway and that he has to provide the clear sight distances and triangles.

Mr. DiSanto noted that comment fifteen recommends installing a fence around the detention facility. He noted that it is designed to hold water for a short period, but it is also designed to be infiltration based. He noted that the plan requires the planting of specific water quality plants that fill the basin. He noted that there are shallow slopes, so it is not likely that someone would walk to the edge of the pond and fall into it. He noted that it will have a couple inches of water, maybe a foot, but it will also be full of water quality plants, growing three feet high. He noted that the water is designed to percolate down into the soil, and he does not feel that a fence is needed. Mr. Seeds noted in the past the Township required some developers to install fences, and this was only for slopes with a two-to-one ratio. He noted, unless it is a different configuration of a three-to-one slope, he does not think it is necessary to install a fence.

Mr. Fleming noted that it was a very valid rule of thumb for the way detention basins used to be designed since they would empty in a quick amount of time. He noted that they are now designed to hold water. He noted that DEP's requirements have changed the way the detention basins are designed, using infiltration and depth storage area to pond the water and hold it until it can infiltrate into the ground. He noted that plantings are also proposed in the bottom of the basin. He noted in areas where there is the potential for children, or pedestrians walking in close proximity, it is an attractive nuisance, and he recommends that it be fenced in order to keep those people from entering the basin, especially in the case of children. Mr. Seeds questioned if this would be for a three-to-one slope. Mr. Fleming answered yes, due to ponded water. Mr. Crissman noted that his concern has nothing to do with sloping, but with the number of small children who are in that area on a day-to-day basis. He noted that he is concerned with

children wandering into the area. He noted that the answer should be that children are always supervised, but there is always an opportunity for a child to wander into the area.

Mr. Fleming noted that another example of where fences have been used to protect pedestrians from a basin is the Osteopathic Hospital. He noted that the basin is against the parking area where there is a lot of foot traffic, and they have an environmental area and dead storage area designed in that basin.

Mr. Hornung questioned how deep the water would be in a dead area, and how deep it would be 24 hours after a rainfall. Mr. Fleming noted that he would refer to Mr. Snyder for that question. Mr. Jim Snyder, Snyder Scary and Associates, LLC, answered that this pond has been designed to be on a remote location of the site, with a three-to-one slope, heavily buffered with vegetation. He noted that it would not retain water, as it has been designed to infiltrate or enter into an under drainage system. He noted that this basin will drain dry in less than 11 hours. He noted that it will not hold water, and it is designed using water quality feature such as vegetation, and it will be nicely landscaped into the natural setting on that corner of the site. He noted that there would be no student activity in that portion of the property, and he does not see a warrant for a fence in that location. Mr. Crissman thanked Mr. Snyder for his explanation, but every thing was based on theory and not reality.

Mr. Hornung questioned Mr. Fleming what he thought in regards to the dead area. Mr. Fleming noted that he stands corrected and noted that he would have to go back and recheck his calculation. Mr. Hornung questioned if they were installing fields underneath the drainage basin. Mr. Snyder answered that he is installing an under drainage system using engineered soil which is a more organic material, knowing that the water filters down into that material and it cleans the water before it discharges it into the adjacent waterways. He noted that it functions as a detention

pond during heaving storms, allowing for some storage capacity, but when the storm ends, the water drains out. He explained that the system has been designed to drain dry in a relatively short period. He noted that the ordinance requires the basin to drain dry within 48 hours, and this system uses a much shorter time frame than that.

Mr. Hawk questioned, since the base would be heavily vegetated, could it be construed as a dry area and people would try to walk through it. Mr. DiSanto suggested that it will be a marshy area and if anyone walks into that area, they will tend to sink in and walk away from it. He noted that he has constructed these basins on other properties using water quality plants, and no one walks into the area. He suggested that it is a mess and a breeding ground for West Nile Virus. He noted that he would rather that they be required to drain as what was required in the past.

Mr. Hawk noted that the discussion has covered comments 5, 6, 9, and 15. He noted since the discussions only covered these comments, then he would conclude that Mr. DiSanto had no issues with the other comments. Mr. DiSanto answered yes. Mr. Hawk noted that this would include comments 7 and 8 which he had discussed with Mr. DiSanto. Mr. DiSanto noted that he is anticipating that a motion would be made in some fashion binding the plan to all the comments and he is uncomfortable with doing that if there is no agreement to remove some of the comments. He suggested that there are still serious issues remaining that need to be addressed. Mr. Crissman suggested that the outstanding issues be resolved tonight, or Mr. DiSanto should meet with staff to resolve comments 5, 6, 9 and 15. Mr. DiSanto noted that he does not want to table the plan; however, if the Board thinks that the better course would be to resolve the issues to make it easier for an action that is clearer, that might be the better way to go. Mr. Crissman

noted that he is not opposed to that but he would yield to staff and the engineer if that is a good idea.

Mr. Hawk suggested that it might be best to clean up the plan and then bring it back to another meeting. He noted that the plan has until November 8th to receive an approval. Mr. DiSanto agreed that tabling it would be the best course. Mr. Crissman noted that Mr. DiSanto has heard what the Board is looking for in regards to the outstanding comments. Mr. DiSanto agreed that it is in everyone's interest to table the plan, noting that he would meet with Mr. Fleming and Mr. Wolfe and come to a workshop to hammer out the remaining issues.

Mr. Hawk made a motion to postpone action on the plan until the developer brings it back to the Board at their convenience. Mr. Crissman seconded the motion. Mr. Hawk called for a voice vote; Mr. Crissman, Blain, Seeds and Hawk voted aye, with Mr. Hornung casting the lone nay vote.

IMPROVEMENT GUARANTEES

Discussion with Stray Winds Farm on an Improvement Guarantee request

Mr. Wolfe distributed information received from Triple Crown Corporation (TCC) prior to the meeting. He noted, during the last business meeting, the Board members approved the Improvement Guarantee (IG) for the Stray Winds Farm, Phase 1, and as is standard procedure. He noted that the approval was made to include the standard 10% increase in the cost of the IG. He noted that it is a practice permitted by the Pennsylvania Municipalities Planning Code (MPC). He noted that Mr. DiSanto is requesting that the Township not require the 10% increase in the IG since the estimate for the work that he provided indicates that the cost for the work did not increase over the past 12 months. He noted that Mr. DiSanto is requesting to maintain the IG at its current rate.

Mr. DiSanto noted that the report before the Board is a copy of a recent bid to perform the work showing no increase in the total amount. He noted that he does not feel there is a need to add the 10% increase. He noted that he was notified of the proposed increase on September 9th and it was difficult to get letters of credit in today's banking world, and this one slipped through the cracks. Mr. Hawk noted that Mr. DiSanto is recommending that the IG be maintained at \$2,215,000 as opposed to the \$2,337,500.

Mr. Seeds noted that many contracts are coming in less than what they did a year or so ago. He questioned if this would open a can of worms since the Board has historically increased improvement guarantees 10%. Mr. Wolfe answered that when TCC originally established the IG for this plan, the engineer's estimate was significantly higher, and the Board accepted at that time, a construction proposal submitted by TCC from Leon Wintermyer, Inc. He suggested that Mr. Stine would agree with a genuine construction estimate, and that the Board could base the IG on that estimate versus the engineer's estimate. Mr. Blain noted that he thought the 10% was in place because the Township did not have proposals or updated construction proposals to make the decision as to what the bonding requirement should be, therefore the Board took the safe route to increase it 10% annually. He noted that Mr. DiSanto has an estimate from a reputable company, and he would think that it would be appropriate to maintain his letter of credit at that price. Mr. Stine noted that the MPC allows the Board to do this in two ways, one would be to increase it 10% every year or to have a reevaluation of the improvement and whatever that amounts comes out to be, that is what it is. He explained that it could go up 20% in one year and if the reevaluation shows this, the Board could increase it by 20%.

Mr. DiSanto noted that historically this would not be a problem because everyone is moving along with construction, and normally he would be coming in for a reduction in the letter of credit, however, this is a unique economic time that we are in. Mr. Seeds questioned if Leon Wintermyer did the estimate when it was reduced by \$700,000 from the beginning. Mr. DiSanto answered yes. Mr. Seeds noted that he is not opposed to it. Mr. Hawk noted that the estimate would support maintaining the IG at its current level. Mr. Seeds noted if the Board does this it would be setting a precedent, but anyone else would have to provide an estimate or raise the rate by 10%. Mr. Crissman suggested that it does not set a precedent since it is permitted by the MPC.

Mr. Crissman made a motion to remove the 10% increase from the approved IG for the Stray Winds Farm, Phase I. Mr. Hawk noted that it has been moved to maintain the IG at the \$2,215,000 rate. Mr. Blain seconded the motion. Mr. Seeds noted that another developer would have to bring in an estimate if they want to make the same request. He questioned if Mr. Fleming had any comments in regard to this. Mr. Fleming noted that he had no concern with it if they supplied updated pricing, but he questioned if the contractor has any type of contingency in his pricing. He suggested that it is less than the amount in force. Mr. Seeds noted that the amount is the same that was in affect before the 10%. He suggested that other developers would come in and request relief from the 10% increase, but they would have to produce an estimate and it would cost money to do that. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Mr. Hawk noted that there was four additional Improvement Guarantees.

Autumn Oaks, Phase I

A reduction in a letter of credit with F & M Trust Bank, in the amount of \$422,500.00 with an expiration date of June 15, 2011.

County Inn and Suites

A reduction in a letter of credit with Orrstown Bank, in the amount of \$2,100.00 with an expiration date of November 1, 2010.

Deaven Woods

A reduction in a letter of credit with Integrity Bank, in the amount of \$247,900.00 with an expiration date of December 15, 2010.

Tuscan Villas at the Estates of Forest Hills I

An extension and 10% increase in a letter of credit with Integrity Bank, in the amount of \$98,543.61 with an expiration date of October 5, 2011.

Mr. Crissman made a motion to approve the four listed Improvement Guarantees as presented. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Mr. Hornung noted that he wanted to commend staff in that the County Inn and Suites was only increased for one month since it was a very minimal amount of work to be completed. He noted that the new improvement guarantee expires on November 1, 2010. Mr. Wolfe suggested that it may be a mistake, and that it should be 2011. Mr. Hornung noted that he would not approve an improvement of \$2,000 for an entire year. He noted that as far as he is concerned November 1, 2010 is the correct date. He suggested that they can have the work completed by November 1, 2010. Mr. Wolfe noted that the work could be done within 30 days, but there is another board meeting before this date expires.

Payment of Bills

Mr. Seeds made a motion to pay the bills of Lower Paxton Township and Lower Paxton Township Authority. Mr. Crissman seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Announcements

Mr. Hawk noted that the next Board meeting will be October 12th in workshop session and the first meeting in November will be held on Monday, November 1st, due to Election Day falling on November 2nd. He urged the public to go to the polls and vote.

Mr. Hawk explained that the Board conducted a Road Tour prior to this meeting and would go into executive session immediately after this meeting.

Adjournment

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Blain seconded the motion, and the meeting adjourned at 8:41 p.m.

Respectfully submitted,

Maureen Heberle
Recording Secretary

Approved by,

Gary A. Crissman
Township Secretary