

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Workshop Meeting held April 12, 2011

A workshop meeting of the Board of Supervisors of Lower Paxton Township was called to order at 6:05 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; Kevin Shannon and Barry Wampler, CET Engineering; William Weaver, Sewer Authority Director; John and Mark DiSanto, Triple Crown Corporation; Donald Vaughan; Charles Romigh III; James Cieri, Act One Consultants; Dr. Calvin Clements; Attorney Jerome McDonald; Kevin O'Shea; Attorney Jonathan Andrews; Ken Parmer; and Ted Robertson and Watson Fisher, SWAN.

Pledge of Allegiance

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

Public Comment

Mr. Ken Parmer, 4292 South Carolina Drive, noted that he was at the Compost Facility and questioned if this was the second or third year that permits were required. Mr. Wolfe explained that in 2009, the permit fee was assessed for half the year at \$10, and in 2010 the permit fee that was charged for the entire year was \$20. Mr. Parmer noted that since he had to pay \$30 for this year's permit, he would like to see some stone placed in the area where people dump their yard waste. He noted that the area is very muddy.

Mr. Parmer noted that Mr. Epstein spoke before he was able to speak about the noise ordinance during the April 5th Board meeting. He noted that he had a concern that people will start to call the police and it will become a Hatfield and McCoy type of vehicle to get back at each other. He suggested that it would have been good to provide the statistics for how many complaints were filed over the past several years and from how many sources. He noted that one

gentleman explained that he had the police called to his house over 35 times, and in one instance they were called 4 to 5 times in one day. He noted that the complaints were lodged against his kids in their swimming pool, and... Mr. Hornung noted that the decibel level reading would be taken from the property line. Mr. Parmer noted if you live in the Township with a normal size lot and a swimming pool in the backyard, that fence is not very far from your neighbor's fence. He noted when he reviewed the current noise ordinance, it states that people speaking without amplification are immune to that. He noted that the majority of complaints that were filed against the gentlemen were in regards to the noise his kids were making while in the swimming pool.

Mr. Parmer suggested that it would have been good to demonstrate how a decibel meter works. He noted that people don't know what a 55 decibel level reading sounds like. He noted that it is similar to measuring radiation, noting that people don't know how much they are getting when they get a chest x-ray.

Mr. Hawk noted that the purpose of that meeting was to receive the input from the citizenry and then take a look at the comments. He noted that Mr. Hornung suggested that a meter could be used to measure various items to see how it registers in order to determine what the different sound levels are. Mr. Parmer noted that Mr. Hornung made the comment, "where were you for the past two years." He explained that he just got the comment last week.

Mr. Seeds noted that last week's meeting was not scheduled for a vote on the noise ordinance. He noted that it was for informational purposes only. He explained that he approached the meeting with an open mind to listen to what the people had to say.

Mr. Parmer noted that he could not find the current ordinance, and he called the Municipal Center and staff helped him navigate the website to find ordinance section 505. He suggested that it was very hard for him to find it on the website.

Presentation by Triple Crown Corporation regarding
its proposed text amendment to the Zoning Ordinance

Mr. Wolfe noted that Triple Crown Corporation (TCC) is schedule to go before the Planning Commission (PC) on Wednesday night to present the third version of the proposed amendment to the Zoning Ordinance to provide a density bonus for the Residential Cluster (RC)

zoning district. He noted that they want to provide an update to the changes between this ordinance and what you have seen previously in other workshop sessions.

Mr. John DiSanto explained that he is present to touch base and fill the Board in on the PC meeting that he attended the last time. He explained that he requested to table the action from the PC during the last meeting as there was very good input from the Stray Winds Area Neighbors (SWAN) and other residents. He explained that he made some minor changes to the plan based upon the public input, and noted that he reduced the subject area from 245 acres to 200 acres. He noted that he changed the requirement of a R-1 zone to the RC zone, and these are the only two changes made to the text amendment. He noted that he addressed some of the questions that they received, such as how many parcels this would apply to. He noted that there was good dialogue with the citizenry and the PC. He questioned if any of the Board members had any questions.

Mr. J. DiSanto explained that Mr. Hawk attended the last SWAN meeting where the citizens voiced their concerns and he tried to come up with a compromise for the people.

Mr. Hawk noted that he was the only Board member in attendance and asked Mr. DiSanto to discuss what occurred during the meeting. Mr. DiSanto explained that SWAN eventually took a vote whether to support the text amendment and they agreed to support it by a vote of 32 to 20. He noted that other citizens, who do not consider themselves members of SWAN, were in attendance and they raised a lot of issues. He noted that they have filed petitions with the Township, and have asked questions that were legitimate but not necessarily factual in nature. He noted that he tried to address those questions and to have a dialogue with those people. He noted that SWAN has sent out another mailing, stating that they support the amendment and understand the issue. He suggested that, generally speaking, the majority of the group endorsed the idea of the text amendment. Mr. DiSanto noted in the prior meeting the vote was 55-0 in opposition to the text amendment. He noted that he has continued to dialogue with SWAN and has done what he has been asked to do.

Mr. Seeds noted that these changes have been made since Mr. DiSanto was in attendance at the PC meeting. He noted that he reduced the acreage from 240 to 200 acres, and he added the A-1 zoning district. Mr. DiSanto answered that they changed from R-1 to RC. Mr. Wolfe noted that it is now more restrictive. He explained in the current Zoning Ordinance, the RC zoning

district still exists for the purpose of accommodating the few parcels that were zoned to RC. He noted that there is a specific statement in the Zoning Ordinance that the Board will no longer consider applications for rezoning of land to the RC district. He noted that the text amendment is more restrictive than what was seen previously, as it can only be applied to currently zoned RC land and that land would have to be in excess of 200 acres. He noted that there are only a couple of places where this would be applicable.

Mr. Seeds questioned if all of Stray Winds is zoned RC. Mr. DiSanto answered yes. He noted that it is RC land which is an overlay to R-1, with some A-1. Mr. Mark DiSanto explained that the RC could overlay the R-2, R-1, and the A-1 in the ordinance. He noted that you could rezone any of those zones to RC. Mr. Seeds noted that we don't have RC anymore. Mr. Wolfe explained that it is in the Zoning Ordinance but there is a statement of intention that the Township will not longer consider rezoning to RC. Mr. Hawk noted that there are probably very few locations where we would run into that. He suggested that The McNaughton Company may have some land that would fit into this. Mr. J. DiSanto noted that the Bishop McDevitt High School property would be another. He noted that there are some parcels on the western boundary that are zoned RC. Mr. Hawk noted that the rest of those properties are relatively small. Mr. J. DiSanto noted that everyone looks at Stray Winds in its entirety, but it was actually seven different parcels that TCC assembled into one. He noted that he was asked the question if someone could assemble parcels to meet the acreage. Mr. Wolfe noted that someone could, but under the previous proposed ordinance you would be assembling R-1 tracts and applying the density bonus to the R-1. He noted that you can't assemble any more RC tracts, so it is basically very difficult to apply this to new developments. He noted that it has become far more restrictive than what was seen previously.

Mr. Seeds questioned if there are some properties in A-1 areas within the RC overlay. Mr. Wolfe noted that the Township has approved clusters. Mr. Seeds noted that The McNaughton Company has one, and part of it is next to A-1. Mr. M. DiSanto noted that The McNaughton Company land has 130 acres. Mr. Wolfe noted that the entire tract is not zoned RC. Mr. Seeds noted that Stray Winds is zoned RC. Mr. M. DiSanto noted that Blue Meadows Farm was 165 acres, and part of that was Agricultural and R-1, but it has been built out. Mr. Seeds questioned if the bonus for RC is 10%. Mr. Hawk noted that it was 20%. Mr. Wolfe noted,

previously, there was never a bonus. He noted that you could cluster your development using the same density.

Mr. Hornung questioned if everything would proceed according to plan, what would be the total number of new housing units. Mr. J. DiSanto answered that there would be no change as it would remain at 449 units. Mr. Seeds questioned what would be the number if the land was developed as R-1. Mr. M. DiSanto noted that the underlying density is two units per acre, and there are 245 acres in the plan. He noted that theoretically he could have built 490 units. He explained that there are steep slopes and ravines in the property, but the plan was approved for 449. He noted that they are below the base underlying zoning requirement. He noted that he has a sketch plan showing 374 units plastered across the existing topographical area. Mr. Seeds noted that TCC wants to build what it has already planned.

Mr. Hawk questioned if there was a recommendation for an updated traffic study. Mr. J. DiSanto noted that there was talk about what the traffic study was based upon, noting that it was based upon 600 units, none of which were age-restricted. He noted there was no need for it as the traffic study supports the development. Mr. Seeds noted if the plan is approved, the improvements to McIntosh Road will be completed. Mr. J. DiSanto answered yes. Mr. M. DiSanto noted that HRG did the traffic study since they were the municipal engineer for both Susquehanna and Lower Paxton Townships. He noted that the density is well under the 600 in both Townships combined, therefore, the study does not need to be updated.

Mr. Wolfe noted that the subdivision plan has been approved. He noted that is not the issue at this point, the issue is the underlying zoning.

Mr. Seeds questioned what made TCC decided to change the acreage from 240 to 200. Mr. M. DiSanto noted that there were good comments from the PC and audience. He noted that he looked at all of this to make it more restrictive only to the RC and more inclusive in acreage, noting that there was the question of spot zoning. He noted that he had his counsel address this issue with the Township by way of a letter. Mr. J. DiSanto noted that a question was asked that he did not have an answer for and that was what other parcels this would apply to. Mr. Seeds noted in Section 320E.2 of Article 3, subsection 5 for density increase states, "that the maximum number of dwelling units allowed on the tract through Cluster Development may be increased in amount not to exceed twenty percent of the density otherwise permitted through cluster

Development.” Mr. Seeds noted that it would have to be cluster development regardless if it was A-1 or R-1 or whatever. Mr. J. DiSanto agreed.

Mr. J. DiSanto invited the Board members to the ground breaking ceremony for the new Bishop McDevitt High School on Thursday, April 14, 2011 at 10:30 a.m. Mr. Crissman and Mr. Seeds stated that they will be in attendance.

Mr. J. DiSanto questioned Mr. Wolfe if he could provide a copy of the “Otta Know” session. Mr. Wolfe answered that he would email Mr. DiSanto a copy of it.

Continued discussion regarding proposed sanitary sewer
Improvements along Catherine Street in the PC-2C mini-basin

Mr. Hawk explained that he would move this item up on the agenda since the representatives from CET have to attend another meeting this evening.

Mr. Weaver noted that the Board may recall that during the February 22, 2011 Authority meeting, property owners from 5782 Catherine Street, Donald Vaughan, and Charles Romigh III, discussed their concerns for the replacement of sidewalks, daylilies, and the potential environmental harm to the wetlands as part of the PC-2C sewer replacement project. He explained that he provided a memorandum to summarize what has been done since that meeting. He noted that CET prepared a cost estimate for two alternatives, one for replacement and the other for lining. He explained that he has provided information for why lining was selected to be used in the past. He noted since the February meeting, he and CET have met with the owners of the property at 5782 Catherine Street and made some movement on what can be expected with the replacement versus lining options. He noted that the Board directed him to have the property owners attend the meeting to provide for further discussion on this topic.

Mr. Hawk questioned what the outcome was with the discussions held with Mr. Vaughan and Mr. Romigh. Mr. Weaver explained to the property owners that he met with a contractor who volunteered to look at the project. He noted that there is 1,100 foot section of pipe that is less than eight feet deep. He suggested that this will make it a little easier to do the wetlands project. He noted that the property owners inquired if the Authority has replaced sewers in wetlands that are as wet as these. Mr. Weaver noted, to his knowledge, he has not done a project in the Township that is as wet as this area. He noted that these wetlands are extremely wet,

almost like a pond, and it is pretty mucky, even in the dead of August. He noted because of the shallow depth it will make the project a little easier. He noted that there is also a concern regarding the day lilies. He stated that he needs to determine the cost to replace the daylilies, and an appraisal needs to be done to determine compensation. He noted that there is a maximum amount for what will be paid in compensation, and that is based upon what the land is appraised at. He noted that the Authority typically pays \$1 per square foot, and this easement is roughly 10,000 square feet, and it is a wetland. He noted that he would not be authorized to make a recommendation to the Board to compensate the property owners until the appraisal is done. He noted that CET needs to do more figuring for what it will take to do the work and he must get an appraisal.

Mr. Donald Vaughan, 5782 Catherine Street noted that he would prefer that the wetlands be lined, because he doesn't want to see the field being torn up. He noted that he can be reasonable if the experts are saying that the best thing to do is to replace the pipes as long as he can get some assurance that it will be done well and undo the damage that is done along his sidewalk.

Mr. Hawk noted that the contractor looked at the job. Mr. Weaver noted that he had a potential contractor, someone who has experience with wetlands, to provide some advice. He noted that was one of the questions that Mr. Vaughan and Mr. Romigh had tonight. He noted they wanted to know that whoever is selected to do the work has worked in wetlands before. He noted that his answer to that question was no since it is not a requirement. He explained that you don't have to be certified by the state or federal government to work in wetlands. He noted that a contractor has to have experience to meet the Authorities' contract requirements to do the sewer work. He noted that the company that bids for a \$4 million to \$5 million job will have to be bonded and to do that size project; they will have staff and project managers that have experience. He noted that a contractor does not do that size of a job and not run into wetland conditions. He noted in a round about way he can provide some comfort that there is a very good chance that whoever is hired will have worked in wetlands before. He noted that Mr. Vaughan and Mr. Romigh questioned if the Authority could instruct the contractor when to do the job, and he explained that typically, this is not done. He noted that a clause could be inserted into the contract that the work is done when it is not wet or as dry as possible, in the driest

conditions possible. He suggested that there is some comfort on the part of Mr. Vaughan and Mr. Romigh that some of these issues could be addressed in the contract, such as doing the job in August.

Mr. Hawk noted that now would be the worst time to do it due to the severe rain, and the compaction of the dirt.

Mr. Crissman questioned after the Board selects the bidder, if there would be a conference at the site to discuss all these issues, and would staff work with the contractor to explain all these things to accommodate the needs of the homeowners. Mr. Weaver noted that the wetland issue would be discussed during the pre-bid meeting. Mr. Crissman noted that it is important that staff work with the contractors to reach out and be good neighbors. Mr. Hawk noted that it is very important that the most efficient and least damaging work to the properties be done.

Mr. Hornung questioned if there is a way to drill in the area to determine if you can dig, noting, if it is that swampy it would cave in. Mr. Weaver answered that you could do some borings for a test pit in the summer time but due to the need to bid the project so quickly, it would be impossible to mimic those conditions, it would delay the bid, and he would not recommend a test pit. Mr. Hornung agreed that if you drilled the land now it would no provide an indication of what it would be like when the work is done during the dry summer months. Mr. Wampler answered that it would be difficult to access those conditions. Mr. Hornung questioned if CET was sure beyond a reasonable doubt that the contractor could dig up eight feet without problems. Mr. Wampler answered that it will not be a pretty site, but he suggested that it can be dug. Mr. Hornung questioned what is done when a project occurs in a marshy area. Mr. Wampler answered that the equipment would sit on mats. Mr. Hornung questioned if the water would wash the sides in. Mr. Wampler answered yes, but the contractor would install trench boxes and they may have to do some bypass pumping to dewater the area. Mr. Weaver noted that it would be similar to going through any wet area. He noted that we have done this before, and it would be dependent on the time of the year, temperature, and amount of precipitation. He noted that the Authority must dig all the time because it has the consent decree schedule to follow. Mr. Hornung noted that he is well aware of that. Mr. Weaver noted that the Authority is at the mercy of the weather. He noted that he has worked in conditions that are bad like this.

Mr. Hornung questioned if wording could be put in the contract that this area must be dug up in August or during a dry period. Mr. Weaver explained that is what he talked about tonight with Mr. Vaughan and Mr. Romigh, and he suggested to them that he could do that. Mr. Hornung questioned if it could be included in the contract that the sidewalks, especially in this area, be restored, based upon staff's approval to be matched as much as reasonably can be. Mr. Weaver noted that you can never match the color, but they can get close. Mr. Hornung noted that they can put color in the concrete. Mr. Weaver stated that he can add it to the contract.

Mr. Hawk questioned if the lines are clearly marked so there are no questions as where to dig. Mr. Weaver answered that they have a survey drawing and people have marked these things on a cut sheet. Mr. Wampler noted whenever you have sewer in a new location there is usually a cut sheet prepared. Mr. Hawk noted that in some instances the lines are not always where you would expect them to be. Mr. Wampler noted that they are not clearly marked at this time. Mr. Weaver explained that the Authority is relocating the sewer so it is a new area, a new easement, moving it away from the existing location to eliminate a lot of tree removal in the wetlands. He noted that it will be clearly marked.

Mr. Seeds questioned if it would take 18 months for the area to be restored to look like it did prior to the digging. Mr. Weaver noted that the property owner's biggest concern all along is the disruption while the work is being done and how long it will take. He explained that he cannot guarantee that the area will be restored in 18 months; however, based upon our experience and discussions with experts, the wetlands are expected to come back within two years. He noted that he cannot guarantee that it will look the way it looks now. He noted that he can guarantee that they can come back. He noted that he does not "sugar coat" his discussions, it is sewer work, they have a job to do, and it is messy. He noted when it is done, the roads are paved, the grass grows back and people are happy with the final product when it is finished. He noted that getting there is the hard part. He noted that he explained to Mr. Vaughan and Mr. Romigh that replacing the sewer will not be pretty.

Mr. Hornung questioned if this section could be pulled out from the bid. He questioned what would happen if the contractor finds it to be very wet, and he don't get a break in the weather and they can't dig. He noted that the contractor could come back to the Authority to report that they could do the job, but it would be an increase in the cost. He questioned if the

Township could back out of the contract and choose to line it. Mr. Weaver noted that you can always do a change order. Mr. Hornung noted that a change order would be subject to the contractor's rates. He noted that he would want to know what those rates would be ahead of time. Mr. Stine stated that the rates are broken out in the bid. Mr. Wampler answered that there are unit prices, however, not unit prices for the wetland, usually for streets or right-of-ways. He stated that he could further break out the contract costs for the wetlands for Catherine Street for further pricing. Mr. Hornung noted that the estimate is probably fairly accurate but until the bid comes in you really don't know for sure. He noted that the right-of-way acquisition price is not included in the bid. Mr. Weaver noted that they spoke about that tonight. He noted that the typical dollar per square foot would be one thing, but he does not have an estimate for the wetlands to know if it would be \$5,000 or \$10,000. He noted that is why it was not included. He noted that the cost to replace the wetlands would have to be added to the contract. He noted that it would be \$154,000 versus the other price.

Mr. Weaver noted that the homeowners want an answer from the Board tonight to determine what your feelings are in terms of replacement versus lining. Mr. Hawk noted that it will be a little messy for a period of time, but if there is a reasonable guarantee that it will be put back the way it was, then he thinks that replacement would be the best way to go and lining would not be the best consideration. Mr. Hornung noted that he is fine with replacement as long as some conditions are put in the contract to ensure what was discussed. Mr. Hawk agreed. Mr. Crissman noted if he was a homeowner he would be very much concerned about this and as a Board member he has to rely on the experts. He noted that he would choose the replacement, working with residents, to let them know what is going on and to provide the best job possible. He thanked the property owners for working with staff.

Mr. Blain noted that the busiest time of the year for the contractors for excavation work is July, August, and September, and he questioned if it would increase the price because they are being asked to do the work in those months. He noted that there is no work being done on Linglestown Road because the contractor can't do any work now. He noted that is typical in the construction industry for excavation. He noted if the stipulation is added to do this work in the driest time period, it may also end up being a situation of supply and demand. Mr. Wolfe noted that it would be more cost effective to do this when it is dry; however, it is a component part of a

\$4 billion contract. He noted that there is an economy of scale with this in the overall scope and he will want to do it when it is dry, and he did not think it would be a huge price. Mr. Weaver noted that he gets 10 to 15 bidders for a job. He suggested that it would not really affect the price. Mr. Shannon noted that this contract will take over a year and a half, and depending on when this goes to bid, there may be a couple summers to schedule this work. He noted that it will be a long contract period. He noted that PC/2D is also a part of this contract, to include Larue Street and Pennsylvania Avenue and streets that are currently being used as detour streets, so the entire project will have to be thought through as far as how to sequence the different projects to stay out of each other's way. Mr. Seeds noted that the neighbors will not want their roads torn up for a year and a half; they will want the project completed as soon as possible. Mr. Weaver noted if it was up to him, he would line every sewer in the Township if it could be proven that the work would be equivalent to replacement. He noted that there is no technology that makes a good chemical bond; therefore, the Authority has to replace the sewers because it is the only guarantee for a long time fix.

Mr. Hawk thanked everyone for coming out.

Discussion regarding a request to remove curb and sidewalk from the Conditionally approved Preliminary/Final Subdivision and Land Development Plan for the Colonial Park Animal Clinic

Mr. Wolfe explained that the Board has approved the preliminary/final subdivision and land development plan for the Colonial Park Animal Clinic, but it did not contain a waiver for sidewalks and curbing on Byron Avenue and Jonestown Road. He noted that the property owner, after receiving plan approval, has requested that the Board amend the plan to waive curbing and sidewalk on Jonestown Road and or Bryon Avenue. He noted that they are here tonight to talk to the Board about this.

Mr. Jim Cieri, Act One Consultants, explained that this plan was approved without the waiver for sidewalk and curbing along Byron Avenue and Jonestown Road. He noted that he hoped that the Board members have visited the site and he distributed a photograph showing the proposed location of the sidewalk marked in red. He noted that the picture shows that the sidewalk would be two feet off the edge of the road when you get to the corner to the east, and to

the western edge by the drycleaners, it is right on the edge of the paving. Mr. Hawk questioned what the distance is from that line to the drycleaners and what is it to the white or fog line for the roadway. Mr. Cieri answered that the distance from the sidewalk to the fog line is nine feet; the distance from the edge of the sidewalk to the corner of the building is two feet. Mr. Seeds questioned how wide the sidewalk would be. Mr. Cieri answered that it is four feet wide. Mr. Wolfe noted that the new regulations call for a five-foot wide sidewalk in a commercial district. He noted if the sidewalk is placed within four inches of the property line, when you get to the western edge, the sidewalk is only two feet from the corner of the building. He noted that the sidewalk is along the edge of the road and provides for an unsafe condition. He noted that the pole that holds the traffic signal and the street sign would need to be moved. He noted that it would not be a big deal to remove the street sign, but the pole for the traffic signal would have to be paid by the State.

Mr. Cieri noted if curbing is installed, it would place the drycleaners entrance 8 inches below the sidewalk and he could not be American Disability Act (ADA) compliant. He noted that he can't meet the grade requirements for a ramp into this building, and the water will funnel down into his building. He noted that he has two parking spaces in front of his building and if a sidewalk is installed, he will lose both parking spaces. He noted that will make the business non-conforming. He noted that not having sidewalks on either side of the road is not an excuse, but there are no sidewalks to the east or the west of this property or to the south. He questioned where the sidewalks will go to. He requested the Board to reconsider the denial of the waiver for sidewalks and curbing. He noted if someone else develops the properties the Board could still make the property owner install the sidewalks. He noted that it would be very difficult to install the sidewalks on the existing site. Mr. Cieri noted that some of the sidewalks in front of Olde Liberty Square are only four-foot wide. Mr. Wolfe noted that it is a 25-year old development.

Mr. Cieri noted if the requirement is five foot for a sidewalk he would be placing the sidewalk in the paved cartway. He noted when the large trucks drive into the beer distributor behind his property, they use his shoulder to drive on and jump the curb.

Mr. Hawk noted that he has used that dry cleaner on three different occasions since the last meeting and he parks his car in the same manner as the vehicle shown in the picture, and he has no problem getting out of his car to access the building. He noted that there are usually a

minimum of two vehicles parked in front of the drycleaners and sometimes three in the area of the tattoo shop. He noted that he opens his door wide and can get in and out of his vehicle safely. He noted from the sidewalk line to the fog line is only nine feet and it provides you a clear line of sight to pull out onto Route 22. He noted that his follow-up question is, if the sidewalk is installed where would he park his car. He noted that there was some discussion about shaving the bank along the roadway and if that was done, where would happen to the parking. Mr. Cieri answered that he does not know where the customers would park. He noted that the drycleaner has no other place for his customers to park. He noted if a significant portion of the bank was removed, then you would park your vehicle vertically which would require a person to back out onto Route 22, or pull in horizontally to provide a line of sight to get back out onto Route 22.

Mr. Cieri noted that Mr. Hawk wants to know if parking could be put in the area of the existing bank. Mr. Hawk noted that is the only other option. Mr. Cieri noted that he would need a waiver or variance for parking in a front yard. Mr. Stine noted that it would be a variance. Mr. Seeds questioned if the Animal Clinic owns the drycleaners. Mr. Hawk answered that they do. Mr. Seeds questioned if they own the tattoo shop. Mr. Cieri answered no. Mr. Hawk noted that there is sidewalk in front of Olde Liberty Square and it picks up at the Pep Boys driveway.

Mr. Seeds questioned if Mr. Cieri had any other suggestions. He noted that the Board has been trying to get sidewalk installed along Route 22 and Linglestown Road. Mr. Cieri noted that he is at a loss for this one as the existing building makes it impossible to get the sidewalk in. He noted that there are sidewalks across the street, but that only goes to the middle of the tattoo parlor and the people would have to cross Route 22 twice. He noted that crossing Route 22 is not an option either. Mr. Seeds noted the bank could be removed, but trees would have to be cut down, and signs would have to be moved and it would cost a lot of money to do that. He noted that the big problem is the loss of the parking spaces at the drycleaners. He noted that, in addition to the costs, people would be parking on the sidewalk. He noted if there is curbing they could not park on the sidewalk. Mr. Hawk noted that he is a strong component of sidewalks, but he noted that he is also a proponent of a cost of benefit ratio. He questioned what it would be by adding a sidewalk and creating an unsafe condition by backing out into Route 22 or limiting his ability to get to the drycleaner. Mr. Cieri noted to install curbing and sidewalk, he would have to use the PENNDOT right of way, noting that the pole would have to be relocated for the light standard.

Mr. Crissman questioned why the pole would have to be relocated. He noted that the sidewalk could be installed around the standard; he did not think PENNDOT would want to move the pole, as the sidewalk could be installed around the pole. Mr. Wolfe noted that it could be designed that way. Mr. Cieri noted that the handicap ramp would need to be relocated in a different area. Mr. Wolfe questioned if the edge of the sidewalk is the edge of the right-of-way. Mr. Cieri answered that the edge of the sidewalk is four inches inside the right-of-way. Mr. Wolfe noted if you moved it four inches back then you would be outside of the right-of-way and you would not need PENNDOT approval. Mr. Cieri noted if he installs a four or five foot sidewalk, he would have to deal with PENNDOT's right-of-way. He noted that it would entail a lot of shaving of the bank and a retaining wall. He suggested that it would cost between \$40,000 to \$45,000 to do the work, not counting the costs associated with the light standard. He noted that he could move the sidewalk around the other way and eliminate the need to move the pole. Mr. Crissman suggested that it would be less expensive. Mr. Hawk noted that Mr. Cieri needs to solve the problem of where he would park when he goes to the drycleaners. Mr. Cieri answered that he has no solution for that, and if anyone is handicapped, they will not be able to use the cleaners. He noted if they park in the rear parking lot for the Animal Clinic, they would have to go down the steps by the tattoo parlor or walk all the way around. He noted that they would not walk 100 feet in the rain, and would end up using another drycleaner.

Mr. Crissman questioned how much of the bank would have to be cut out to make additional parking along side the dry-cleaning building. Mr. Cieri answered if he tried to do that, he would have to get a variance to park in the front yard. Mr. Hawk explained that it would force him to back out onto Route 22.

Mr. Jerry MacDonald, attorney for the Colonial Park Animal Clinic, noted that unless they cut the bank in, the costs would be very high, and some very mature trees would have to be removed on Jonestown Road and Byron Street. Mr. Hawk noted that it would affect two trees and the steps. Mr. MacDonald noted that there are two trees and numerous shrubs that would need to be removed. He noted that people would park on the sidewalk if parking was installed in the front instead of parking up against the bank. He suggested that the cost issue could be as much as \$100,000 to do that work. Mr. Hawk questioned if that was an accurate figure. Mr. Kevin O'Shea explained, if he removed the trees, it would cost \$20,000 to \$30,000 for a

retaining wall and he would have to figure out how to handle the curb issue. He questioned if the curb could be eliminated in front of the drycleaners. Mr. Hawk noted that you would have to make the driveway across the sidewalk in order to park a car. Mr. O'Shea noted that people would be walking on that sidewalk as well. Mr. MacDonald noted the fact that there are no adjoining sidewalks is also a key issue.

Mr. Hornung questioned if the sidewalk could be moved to the back of the buildings. Mr. Cieri answered that he looked very hard at that as a possible alternative to get away from the PENNDOT right-of-way. He noted to the west there is not enough room and there are steps that lead down to the curb level. He noted that the only possibility is to add a sidewalk along Bryon Avenue to provide access to the back parking lot but it would not solve the problem as there are grades to deal with at all the other locations. It was noted that the existing building on the site would be in the way to provide for a direct link to Jonestown Road from the back parking lot.

Mr. Hornung noted that he is not in favor of sidewalk but would like to see curb installed along Jonestown Road from the drycleaner sign to around the corner on Byron Avenue, to prevent the debris from coming out onto the road from the bank. He noted if the street sweeper runs through that area now it will pick up the mulch that falls from the bank. Mr. Cieri noted that there is existing curbing in part of the location. Mr. Seeds questioned if there is a storm drain in the area. Mr. Cieri answered no. He suggested that the curb should be stopped in the area of the retaining wall. Mr. Seeds questioned what benefit the curb would provide. Mr. Hornung noted, without the curb, anything coming off the bank would wash into the road. Mr. Cieri questioned if he planted the bank with a rooted material that does not have tan bark would that be agreeable. He noted that you would not have to mow it.

Mr. Crissman noted that people coming to the Animal Clinic would enter off of Bryon Avenue. Mr. Cieri answered that was correct. Mr. Crissman questioned where they will park. He noted that there is a second road down by the alley. Mr. Cieri answered that additional parking spaces will be added. Mr. Crissman noted if the parking was closer to Route 22, it would be better for a combination for both businesses. Mr. Hawk noted that an existing structure is located in that area. Mr. Cieri noted that he understands the desire to have continuous sidewalks, but it is it very difficult to do it. Mr. Hawk noted that you enter the Animal Clinic from the rear from the parking lot. Mr. Cieri noted that all the traffic for the Animal Clinic is to the rear of the building.

He noted if you eliminate the two parking spaces in front of the drycleaners there is no where else for his customers to park.

Mr. O'Shea noted that Dr. Clements has agreed to upgrade the existing drycleaner that uses the basement under it as well. He noted that he will spend \$50,000 to \$60,000 to terminate the upper section of the drycleaners and build a new roof on top of it.

Mr. Blain agreed that the sidewalk does not make sense, however he agreed with Mr. Hornung that extending the curb along Jonestown Road makes sense. Mr. Hawk noted that it makes sense to build a barrier to keep the bank from washing out onto the road. Mr. Seeds noted that he was not sure it was needed and he would need to take another look at the site.

Mr. Cieri noted that it is a difficult site with the building being so close to the roadway, noting that the drycleaner could not afford to lose its parking spaces. Mr. MacDonald noted that Dr. Clements could stabilize the mulch and bank. Mr. Seeds noted that he would not like to see curbing unless there is a means for the water to go somewhere. Mr. Hornung noted that there is already curbing around the corner on Byron Avenue. He noted that he has the same bank on Byron Avenue and it has not created a problem on that side of the building. He noted that it would clean up the street for the street sweeper. Mr. Hawk suggested that you could find something that would fit in that location. Mr. O'Shea noted that installing a curb would involve PENNDOT and provide for a four or five month delay in the project. Mr. Seeds suggested that the developer should come up with something to prevent erosion to control the bank. Mr. Cieri noted that they could install a couple sections of segmented block for a retaining wall to keep the runoff from the PENNDOT right-of-way.

Mr. Hawk explained to Mr. Cieri that he now has the direction of the Board for what to do. Mr. Hornung noted that you could get around the PENNDOT delay by posting a bond.

Mr. Wolfe noted that he has been advised by Public Safety Director Johnson that the Board must declare a State of Emergency for the Three Mile Island Test Drill. All five board members signed the resolution at 7:20 p.m.

Proposed memorandum of understanding between the Township
And Tri-County Regional Planning Commission regarding the
Regional Growth Management Plan

Mr. Wolfe explained that a Memorandum of Understanding (MOU) has been provided to the Township by the Tri-County Regional Planning Commission (TCRPC) regarding Regional Growth Management Plan (RGMP). He noted that they are asking all of its member municipalities in Dauphin, Cumberland, and York Counties, over 103 in total, to execute this document which provides for regional cooperation and coordination in the planning and land development process. He noted that he has never seen anything like this before and in his reading of it he does not find that it creates a legal obligation, however, by executing the MOU the Township pledges that multi-municipal planning is beneficial to the Township and the region in the coordination of infrastructure and the regulation of growth. He noted that the document would provide for inter-governmental cooperation, although it is currently being done through the Capital Region Council of Governments as well as many of the other agreements that the Township is party to.

Mr. Wolfe noted that the document would require the Township to look at land use needs on a regional basis as opposed to just the local level, review its infrastructure and attempt to guide development to existing infrastructure. He explained that the Township is doing that now in the upgrading of its sanitary sewer system, and purposely choosing certain areas along the Beaver Creek and southeast quadrant that will not be a sanitary sewer with a coordinated land use plan to correspond with that. He noted that only large acre lots would be permitted in this area and sanitary sewer extensions are not permitted, thus providing for on-lot septic systems and wells.

Mr. Wolfe noted that that the MOU has numerous whereas statements, and they deal with inter-municipal governmental cooperation, regional planning and growth management, coordination of infrastructure improvements, pledging to provide for in-fill development as opposed to extending infrastructure into areas currently not served by infrastructure, and working to gauge land use development and planning to provide for transportation needs. He noted that the meat of the MOU would be these pledges that the Township would communicate with neighboring municipalities to incorporate a regional context in local decisions, particularly in

regards to local, state, and federal government agencies and to maximize funding opportunities. He noted that the Township would pledge that it would focus land development activities and investments for infrastructure where it currently exists. He explained that the Township is doing that now. He noted that the Township would pledge that it would align local capital to achieve balanced building and natural support systems for efficient functioning on a regional scale.

Mr. Hornung questioned if the Board would look bad if it didn't sign the document because he does not want to sign it. He noted that it seems to him that someone needed a job to do, however, he would have to rely on Mr. Hawk's thoughts, knowing that there are many townships that don't care for their neighboring townships, and he didn't know if this would help to resolve that issue. Mr. Hawk suggested that that type of attitude is changing, because of the concerns that arose when the State legislators started to discuss the possibility of merging and consolidating local governments. He noted that most townships are against that, noting that local government can better serve its residents better. He noted as a result of that you will probably see more inter-governmental cooperation. He noted that Lower Paxton Township does it very well, but not everyone does. Mr. Seeds noted if we don't, the State will try to make us do it in ways that we don't want to.

Mr. Wolfe noted that the Township is required to have a Comprehensive Plan that is generally in conformity with the Dauphin County Comprehensive Plan. He noted that he understands Mr. Hornung's concerns, and he explained that he and Mr. Stine have never seen anything like this before. He suggested that he could ask a representative from TCRPC to come to a Board meeting to explain the document, and then the Board could take action if it so desires. Mr. Hawk suggested that it is not unreasonable to have Mr. Reardon come out to explain the document. He noted that he sits on a Tri-County Group Management Committee, but he hasn't seen this document.

Mr. Wolfe noted that he could request that Mr. Reardon attend a future meeting to explain it. Mr. Hornung questioned if there are other entities that ignore the TCRPC recommendations. Mr. Hawk answered no. Mr. Hornung questioned why this is even necessary.

Mr. Seeds noted that there is a grant program called Regional Connections. Mr. Wolfe noted if you want to qualify for the funds of \$80,000 you have to sign the document. Mr. Seeds

noted that the letter states that they will come to make a presentation to the governing board if requested. Mr. Wolfe noted that he would request Mr. Reardon to attend a future meeting.

Review of the 4th Quarter 2010 Key Indicator Report

Mr. Wolfe noted that the Board has kept a close watch on the municipal finances for the last two years due to the economic times and financial conditions for local, regional and national areas. He noted that he would touch on the highlights for the 2010 4th Quarter Key Indicator Report (KIR) at this time.

Mr. Wolfe explained at the end of 2010, revenues were at \$16,680,560 with expenditures of \$18,364,333 to include a transfer to the General Improvement Fund (GIF) of \$715,000 for capital projects, ending the year in a deficit. He noted that the General Fund (GF) balance at the end of 2010 was \$3,644,662 with expenditures in the GIF for capital projects of \$1,070,034.

Mr. Wolfe noted that the Fire Equipment Capital Fund balance was \$388,434. He noted that the Length of Service Awards Program (LOSAP) Fund was balanced at \$180,766.

Mr. Wolfe noted that the Friendship Center (FC) had revenues of \$1,966,658 against expenditures of \$2,030,317, resulting in a deficit of \$63,000.

Mr. Wolfe noted that the Authority had expenditures of \$19,059,716 with revenues of \$13,502,122 resulting in a \$5.5 million deficit. He noted that the deficit used Operating Fund surpluses for capital improvements in the ARA mini-basin. He noted that the Authority spent \$7,506,370 in the Capital Fund for capital projects with cash-on-hand of \$46,373,090 from PENNVEST and bond funds that have been borrowed for long-term capital projects.

Mr. Wolfe noted that Police Pension Funds ended the year with 12% interest earnings on the fund balance with the Police Pension Fund year end balance of \$15,446,013 and the Non-Uniformed Fund year end balance of \$9,179,429.

Mr. Wolfe noted in 2008, the Township started to feel the effects of the recession with a 3% decline in revenues which the Board adjusted to at that time. He noted that there was an additional 3% decline in 2009 and a 1% decline in 2010. He noted that the Board has attempted to make adjustments to the 2009 and 2010 declines by reducing the size of the Police Department from 62 to 57 officers, offering a retirement window for three Township employees, and by having all operating departments cut non-essential expenditures and only spend what was

absolutely necessary. He noted that the 2010 expenditures for the General Fund were \$329,100 less in 2010 from funds spent in 2009. He noted that the 2009 expenditures were less than those spent in 2008. He noted that the last five years have ended with deficit spending, noting that some was planned for capital projects since the Board built up a significant fund balance over the years to be used for planned capital projects in accordance with the strategic plan. He noted that the transfers for those projects results in year-end deficits. He noted that the GF balance at the end of 2010 was \$3,644,662, which is less than what is required by the Board's policy to maintain 25% of annual operating expenditures on account. He noted that the GF balance should be approximately \$4,541,400. He noted that this was discussed by the Board members during the 2011 budget deliberations.

Mr. Wolfe noted that there was a net loss in 2010 of \$1,683,773. He noted that the revenue shortfalls are as follows: Local Services Tax at 8%, Real Estate Transfer Tax at 38%, Earned Income Tax (EIT) at 12%, Codes Enforcement at 46%, Planning and Zoning at 36%, and Interest Income at 38%. He noted that the Board knew this as it planned the 2010 budget resulting in a 1% decrease in expenditures from 2009. He noted that the Board planned accordingly for 2011 and continues the monitor the finances very closely.

Mr. Seeds questioned what the Pennsylvania Periphyton Group appeal is. Mr. Wolfe answered that it is the four drainage basins and ten municipalities that participate in opposition to Total Maximum Daily Loads (TMDL) by the Department of Environmental Protection Agency.

Mr. Wolfe noted that the State Aid Fund ended the year with a balance of \$57,407 on expenditures of \$980,024. He noted that these funds are only to be used for road maintenance and improvements. He noted that he expects to receive \$1 million for State Aid in 2011 and that is what was budgeted.

Mr. Wolfe noted that the Fire Equipment Capital Fund had a beginning balance of \$314,845 with a current fund balance of \$564,179. He noted that the monies are accumulating to fund Phase IV of the Fire Equipment Capital Fund. He noted that Phase I was completed in 1996, Phase II in 1998, and Phase III in 2009. Mr. Seeds questioned if Phase IV spending has been identified. Mr. Wolfe answered no. He noted, typically, when the Fire Companies see that half of the funding is in the account, they start planning for the next three pieces of equipment. He noted that the original plan's expectation for the life of the equipment was 18 years, and the

initial equipment that was purchased in Phase I is now 10 to 12 years old. He noted from the planning stage to the date of delivery for fire apparatus can take from two to three years. He noted that the Township has continued the annual contribution for the LOSAP of \$60,000.

Mr. Wolfe noted that the capital expenditures of \$1,070,035 from the General Improvement Fund leave a fund balance at the end of the year of \$214,733. He noted that the expenditures were made up of the following: \$715,000 was transferred from the General Fund, \$105,000 in grant funds from Department of Conservation and Natural Resources, \$185,200 in grant funds from the Energy Efficient Conservation Block Grant for energy improvements, and \$250,000 from Dauphin County Local Share Gaming Funds. Mr. Seeds questioned if the alley funding project expended more than the \$250,000 grant funds. Mr. Wolfe answered that the expenditure was over budget by \$5,000. He noted that the expenditures were used for the Stormwater Management Program, replacement of pipe in conjunction with the sanitary sewer mini-basin work; minor traffic signal work; minor road work; Linglestown Square Project, Linglestown Alleys; and Energy Improvement project.

Mr. Wolfe noted that the Friendship Center (FC) ended the year with a deficit of \$63,659 coming from the Operating Fund that had a year-end balance of \$392,130. He noted that the Capital Fund for the FC also had an operating balance at the end of the year of \$320,000. He noted that this is the first time during the recession that the FC noticed a small decline in annual membership revenues, however the program revenues increased.

Mr. Wolfe noted that he already provided the Board with the Authority's year-end figures for Operating and Capital expenditures and a complete list of ongoing projects is contained on pages 25 and 26. He noted that contractors are working multiple mini-basins under very large multi-million dollar contracts with additional projects to be bid in the near future.

Mr. Seeds questioned why it cost \$500,000 for the Raspberry Alley sewer work. He noted that it only involved roughly 30 homes. Mr. Wolfe noted that it was a complete replacement of the sewer lines. Mr. Wolfe explained, although it was not a deep dig, the contractor had to work in a very confined area. He noted that they had to rent special equipment to work in the 16-foot wide area. Mr. Seeds noted that it was a lot of money and it will take a lot of sewer payments to pay it off.

Mr. Wolfe noted that he is aware of the year-end results, and that it is very important to monitor the year 2011 and to make adjustments during 2011 for the significant revenue concerns in regard to EIT. He noted that it is too early, at this point, to know what will need to be done. He noted that the First Quarter Key Indicator Report will be discussed very shortly.

Mr. Seeds noted that the report stated that the pension for the police were solely funded by the Township, but that would change in 2011. Mr. Wolfe noted that it will change.

Mr. Seeds questioned if Mr. Wolfe received an explanation for the \$800,000 shortfall from the EIT. Mr. Wolfe answered, at this point, no one has an explanation for it and everyone is waiting to see if the EIT rebounds in 2011. Mr. Blain noted that the tax collectors have to reconcile the year-end tax returns to what was received. He noted that it may yield some additional funds for people who have to pay into the fund.

Mr. Hornung suggested that there is only one employer who would have that kind of money and that would be the Commonwealth. He questioned if the Commonwealth has different reporting requirements. Mr. Wolfe answered that he is not aware of any. He noted that the Federal government does not provide detail with its payments, and it is always difficult to get accurate information from the Department of Defense. Mr. Blain noted that all employers pay to whoever collects the tax for the municipality in which they are located. He noted, for the City of Harrisburg, it would be Capital Tax Collection Bureau (CTCB). Mr. Seeds questioned if you lived in Lower Paxton Township, would the State would send the funds to Berkheimer. Mr. Blain answered yes. He noted that Berkheimer would disperse it to the proper municipality of residence. He noted that the transfer between the multiple collectors is the problem. Mr. Seeds suggested that they do that on a quarterly basis. Mr. Hornung questioned if there is a way to initiate a trace the returns of a few residents who work for the Commonwealth back to the tax collectors. Mr. Wolfe answered that has been done. He noted that the Township gets the payments eventually. He noted that sometimes it has been found that the funds were lost in space for awhile. Mr. Hornung questioned if we could do that for the ones that we are missing now. Mr. Wolfe noted that we don't know what we are missing. He explained that he has asked Berkheimer to run a comparison between their rolls and CTCB's. He noted that until CTCB closes out their year and receives their year-end filings after April 15th, it is not worth doing anything more. He noted that everyone has until April 18th this year to file their income tax. Mr.

Hornung noted that he would like to follow the Commonwealth's filings, especially with CTCB to see where our funds are going.

Mr. Hornung questioned if it is possible to look at the Township's assets to see if anything can be sold. He noted that the Township owns land in Susquehanna Township and South Hanover Township. Mr. Blain noted that the land in Susquehanna Township is actually owned by the Authority and not the Township. Mr. Wolfe noted that is also true for the South Hanover Township land. He noted that selling the land would not help the General Fund, noting that it would help the Authority Fund. Mr. Blain noted that you could sell the Wolfersberger Tract. Mr. Hornung questioned if it would be of any value to look at the assets to see if there is anything that could be sold. Mr. Wolfe noted that Mr. Blain recently reviewed the assets and the Wolfersberger Tract is the only undeveloped tract of land that has any value that would result in funds for the General Fund.

Mr. Wolfe noted that the Board could discuss selling the sanitary sewer system, over a multi-year process. He noted that the Board could discuss selling the Friendship Center but in this economy it might be a problem to find someone who would want to buy it and pay what it is worth. He noted that we don't have many items that can be sold. He noted that staff has reviewed alternative sources of funds, looking to build a solar farm on the closed landfill, noting that the commitment letter has not been returned to Commonwealth Finance Authority. He noted that he has received some phone calls in regards to the solar farm, but nothing that has moved forward. He noted that there may be a 5% chance that the project would move forward.

Mr. Wolfe noted that staff has tried to minimize what it spends, trying to make the buildings more energy efficient and increasing the fees for the use of the compost facility. Mr. Blain noted that there is only one legitimate asset to be sold, but selling land at this time is not a good idea. He noted that developers are not buying land now since the costs to sit on land are too expensive. He explained that the Township has experienced a shortfall in EIT collection, and looking at the trend, it will continue to be stagnant or flat until the economy recovers. He noted that the Township is going to have to cut services and expenses to balance the budget.

Mr. Hornung questioned if the \$800,000 shortfall will remain. Mr. Blain explained, with this economy, many people are unemployed, and although taxes are remitted from the unemployment checks many people who have been dropped from unemployment are so

discouraged about finding jobs that they have stopped looking. He noted that the unemployment rate is really 17% because you have millions of people who have given up trying to find a job. He suggested that 10% of the workforce, over the past two years, has been unemployed, and being down \$600,000 in EIT makes sense. Mr. Seeds noted that it dropped \$800,000 from 2009. Mr. Blain noted that employees incomes are also down, noting that many people were laid off and took another job at a lower income level. Mr. Hornung noted that he does not understand why, all of a sudden, it just dropped. Mr. Wolfe noted that he does not know either, but he has noticed when there is a national recession; the worst year for municipalities typically occurs two years after it hits on the national level.

Mr. Hornung noted that the disturbing thing is that the Central Dauphin School District (CDS) is not seeing a change. Mr. Blain reported that he spoke to Ms. McConnell last Wednesday, and she stated that they are behind in their EIT collections as well. Mr. Seeds questioned if their collections are down from 2010 to 2009. Mr. Blain noted that she told him that they are behind and that they are checking with Berkheimer as to why they are behind also. Mr. Wolfe noted that what is unusual with CDS is that they don't track the same as the Township for EIT. He noted that their monthly numbers can be up while our numbers are down, and that doesn't make sense to him. Mr. Blain noted, for years, the Township might have been overpaid by CTCB, based upon their formula allocation.

Mr. Blain suggested if revenues don't start an upturn in the next three months, the Board will have some tough decisions to make in regards to its operations. He noted that Mr. Parmer requested that stone be placed at the Compost Facility, but the fact is that the Board might have to close that facility. He noted that it costs the Township money to pay the part-time people who work the facility. He noted there are costs associated with running the equipment at the facility. He noted that the grinder could be sold for \$250,000. Mr. Hornung noted that it was bought with State grant funds, and some of the money would have to go back to the State. Mr. Wolfe noted that it was a 90/10 grant, and he did not think the State has completely paid their share of the grant. Mr. Wolfe explained when the last piece of grant equipment was sold; it had to be sold to a municipality that was operating the machinery for recycling purposes. He noted that the State brokered the deal.

Mr. Blain noted that the expenses as shown on page 11, and although they are down from 2009 to 2010 by \$400,000 there remains a 10% increase in employee benefits in 2011. He questioned how to control that, and the only way to do that is to let people go. He noted that the Township is part of a cooperative for many utilities, and it cannot negotiate new rates. He noted if the increase in budget is 10% due to manpower, then manpower will have to be cut. He noted they are the tough decisions that will have to be made in the middle of the year. Mr. Crissman noted that you save your money in salaries and benefits. Mr. Wolfe noted that it did not increase 10%. He noted that the actual for 2010 was \$3.8 and for 2009 it was \$3.89. Mr. Blain noted that the 2011 budget was set at \$4.2 on a head count that has not changed. Mr. Wolfe noted that was what was budgeted for 2010, but the budget came in at \$3.8, however he agreed that the cuts can only be made in employee head counts.

Mr. Blain noted that the Township has control over real estate tax revenues since it can set the rate of real estate, but it doesn't have control over EIT and that is the largest source of income for the Township. He noted if we do not raise taxes, then we will have to seriously cut expenditures. He noted that raising taxes for real estate side is minimal since it pales in comparison to the other taxes.

The Pennsylvania Infrastructure Bank as a potential source of
funding for Public Works capital projects

Mr. Wolfe explained that the Pennsylvania Infrastructure Bank (PIB) provides funding for municipal road projects. He noted that it is a loan project with an interest rate that is half of prime and currently 1.66%. He noted that it is a state-wide loan pool so what is borrowed goes back in to the pool to be loaned out to others. He noted that a typical size loan is from \$500,000 to \$2 million with a total of \$30 million available state-wide. He noted the Public Works budget includes a pavement management program, which has been put on hold at a cost of \$75,000. He noted the paving program is budgeted at \$438,000, Linglestown Road Project expenditures over and above the escrow funds that were on account for this project in the amount of \$150,000. Mr. Wolfe explained that he was considering applying for \$500,000. Mr. Hawk noted that total costs for all those projects would be closer to \$1 million. Mr. Wolfe noted that he did not plan to borrow funds for all the projects, but was considering the pavement management program, the

extra funds for the Village of Linglestown Project, and half of the 2011 paving budget, noting that these projects would cost roughly \$500,000. He explained that a \$500,000 loan for a ten-year maximum pay back time limit would amount to between \$55,000 to \$60,000 a year. Mr. Hawk suggested that the repayment price may be a little higher than that. Mr. Wolfe noted that there is no penalty for early repayment. Mr. Hawk noted that the Township would have to pledge its Liquid Fuels Tax funds against default, which it would use for those types of projects anyway. Mr. Wolfe noted that he did not know if the Board would be interested in this program.

Mr. Wolfe explained that he could not move ahead with the purchase of the pavement management program with the current budget levels. He noted that it was the Board's opinion that purchasing this program would go along way to better use the paving dollars to be more efficient. He noted that the Township needs to pave more than \$500,000 worth of roads each year, and if the program could provide for a more efficient means to study the infrastructure, then it would benefit the Township. Mr. Hawk questioned what the Township receives each year in Liquid Fuels Tax. Mr. Wolfe answered that it is close to \$1 million.

Mr. Seeds noted that the engineering fees for Public Works was over budget in the amount of \$35,000. Mr. Wolfe noted that was for stormsewer engineering for the mini-basin projects. Mr. Seeds suggested that the pavement management program might help cut some of those costs. Mr. Wolfe suggested that it will help to make a better decision process for road maintenance and paving, and as a result the Township would spend its funds in the most efficient means. Mr. Seeds questioned if it would also save in other areas. Mr. Wolfe noted that it will save in bituminous expenditures over time. Mr. Blain noted that gasoline will soon be \$4 a gallon and the cost of oil keeps rising.

Mr. Seeds noted that he is interested in the loan. Mr. Hawk noted that he is in favor of the loan, especially if it can move ahead the paving projects. Mr. Wolfe noted that the application form is simple, and the loan would require a credit approval. Mr. Hawk noted that PENNDOT would have the guarantee against the Liquid Fuels Tax. Mr. Seeds questioned if there was a deadline. Mr. Wolfe answered no, and explained that it is a revolving loan program. Mr. Blain noted that it is a good program for the Township providing for a \$54,000 annual loan repayment fee. Mr. Wolfe noted if the Board borrowed \$500,000, over a ten-year period, he calculated that the repayment would be roughly \$54,300.

Mr. Ted Robertson questioned who operates the loan program. Mr. Wolfe answered that PENNDOT operates the program.

Mr. Wolfe noted that he would file the paperwork to seek approval for a loan. He noted that the Board would not have to commit to the loan until final action during a Board meeting. Mr. Crissman noted that Mr. Wolfe should file the paperwork. Mr. Blain noted that an interest rate of 1.625% is really good. Mr. Seeds questioned Mr. Wolfe if he recommends doing this. Mr. Wolfe answered yes, but not to increase the Public Works budget. He noted that the loan would help towards the \$800,000 budget shortfall.

Mr. Blain noted the one thing that he likes about the pavement management program is the savings that can occur from how the roads are maintained. He noted that \$430,000 was budgeted for resurfacing roads in 2011; however, if the Board invests in the pavement management program and it extends the life of one road for an additional year it would make up the money budgeted for that year. He noted that the cost of the pavement management program would be made up in the longevity of the roadway system, and by providing better maintenance and understanding of the wear and tear for each road.

Mr. Seeds questioned if the financial management system is eligible. Mr. Wolfe answered no. He noted that the purchase of that program is still on hold.

Mr. Hawk noted that the loan would cover work on bridges, traffic signals, culverts and signs. Mr. Seeds questioned if it would cover work on a building. Mr. Wolfe answered no. Mr. Seeds noted that the loan provides for a better rate than the current bond rate.

Mr. Seeds questioned if you apply for \$500,000, do you have to list what it will be used for. Mr. Wolfe answered yes. Mr. Seeds questioned if Mr. Wolfe would come up with a list for the Board's review. Mr. Wolfe noted that it would include the pavement management program at \$75,000, Village of Linglestown project at \$150,000 and half of the paving budget. Mr. Hawk noted that the Township received \$700,000 from Dauphin County towards the Village of Linglestown Project. Mr. Wolfe explained that \$50,000 has been spent on that project. Mr. Seeds questioned if stormwater improvements could be included in the loan packet. Mr. Wolfe answered that they would be eligible. He noted that the Board could apply for more than \$500,000. Mr. Seeds noted that the Township must do some stormwater work in conjunction with the sewer work. Mr. Wolfe noted that the total cost for paving at \$460,000; the stormwater

work at \$350,000, the Village of Linglestown project at \$150,000 and the pavement management system at \$75,000 could be included in the loan application but it would be close to \$1 million. He explained, if the Township borrowed a certain amount of money, it would not have to spend it all, and it could be returned to the loan agency. He noted that he needs the Board to direct him as to what he should put on the loan application. Mr. Seeds noted that the stormsewer work needs to be done now in conjunction with the sanitary sewer work. Mr. Hawk noted that he would not be opposed to borrowing more than \$500,000, suggesting that the loan amount should be changed to \$750,000. Mr. Wolfe noted that you could also take out a second loan if money is available. He noted that he will prepare the loan application and the Board could tell him what amount to include in it. He noted that he will list the loan application for \$750,000 and the Board can add or delete whatever it wants to. Mr. Seeds noted with all the State budget cuts, they could cut the loan program too.

Mr. Hornung questioned how many acres are in the park located on the top of Blue Mountain. Mr. Wolfe answered that it is unknown. He noted that some of the land was given to the Township to be used as a park. He noted that the Buchanan and George Tracts are located at the top of the mountain. Mr. Hornung explained that a person just sold 3 acres of mountain land for \$30,000.

Mr. Ken Parmer noted that the Authority is replacing sewer lines that were installed over 40 years ago, and he questioned if the Authority is replacing sewers that were replaced 20 and 30 years ago. He questioned, from how long ago do the sewer pipes have to be replaced. Mr. Wolfe answered that it is not the age of the pipe as much the configuration of the pipe. He noted that the asbestos cement pipe is being replaced for the main sewer lines. Mr. Parmer questioned how long ago the Authority stopped using that type of pipe. Mr. Wolfe answered that he did not know.

Review of the proposed Flood Plain Ordinance prepared to
comply with the National Flood Insurance Program and
Pennsylvania Flood Plain Management Act

Mr. Wolfe noted that Mr. Hornung requested to review this ordinance in more detail. He noted that the floodplain ordinance provided in the packet is the proposed ordinance that the Federal Emergency Management Agency (FEMA) is reviewing at this time, and if they approve it, the Board will have to adopt it. He noted that he also included the definition of modular versus mobile homes in the packet. He explained that he included the existing ordinance, found in the current zoning ordinance that will be deleted in its entirety when the new stand alone ordinance is adopted. He noted that Mr. Hornung wanted to review the optional provisions in the floodplain ordinance recommended by the State that were and were not selected. He noted that he would concentrate on those options at this time.

Mr. Wolfe noted that the regulations were put in the form of an ordinance by the Commonwealth in a manner that you fill in the blanks which is how he prepared the Township's ordinance. He noted that the State also provide sections where the Township could choose to keep or delete optional language.

Mr. Wolfe noted for Section 3.03-C, he removed this section since the Township does not experience areas of repetitive losses due to flooding. He noted that other than basements he is not aware of flooding that affects properties in the communities. He noted that it may be important for other communities such as the Shipoke area in the City of Harrisburg who often experience flooding when the river stage is high.

Mr. Wolfe noted that section 3.05 deals with the review by the Dauphin County Conservation District (DCCD) option which he chose to keep in the ordinance. He noted that the Township has a very good working relationship with Steve Fry at the DCCD. He noted that they have been very helpful to the Township, and he has found them to be instrumental in making developments work as opposed to getting in the way of development. He noted that their review of plans for any development in a floodplain would be valuable. He explained that he could only think of two plans that required a variance in the past 20 years.

Mr. Seeds questioned Mr. Wolfe if he would be the Floodplain Administrator. Mr. Wolfe explained that he would carry that title, but he could assign plan reviews to other staff members.

Mr. Wolfe noted Section 4.02-B.2.a concerns new construction located within 50 feet from the top-of-bank of any watercourse. He noted that the floodplain areas are very small and for the Township there is no need to build next to a stream, noting that the new Subdivision and

Land Development Ordinance (SALDO) has a 100-foot restriction for development. He noted that the SALDO is preemptive. He noted that the provision is referenced again in Section 4.02-C.2.a and he removed it in both locations.

Mr. Wolfe noted that Section 5.02 allows the option to elevate a one and a half foot of freeboard as opposed to the ordinance requirement of one foot. He noted that he did not change it as no one is permitted to build in a floodplain. He noted that Section 5.02-D covers accessory structures, noting that the Township allows accessory structures in a floodplain; however for subsection 2, he changed the requirement from 100 square feet to 1,000 square feet for floor area. He noted that accessory structures under 1,000 square feet do not require a building permit, so it is the same requirement as long as they meet the zoning requirements and are not located on the property line.

Mr. Wolfe noted Section 5.04-D, restricts hazardous material within 50 feet of the top-of-bank, and this option was left in as written.

Mr Hornung noted that his concern for the 1,000 square feet is that it is a fairly large sized building. Mr. Wolfe noted that the Township does not regulate those buildings now. Mr. Hornung noted that it is a problem that people would not know if they are in a floodplain and they will build the building anyway. He noted that some people live in their garages and 1,000 square feet is a livable space. He noted that there is no distance from which you can build next to a stream. He noted that you could put a building on the streambed. Mr. Wolfe noted they would have to comply with zoning setbacks and stream set-backs in the SALDO and Zoning Ordinance. Mr. Hornung noted he was fine with that.

Mr. Wolfe noted Section 5.06-A & B are the sections for manufactured homes, the ones that have wheels affix to them. He noted that he prohibited them in any flood way area or floodplain. He noted that modular homes are different from manufactured homes.

Mr. Wolfe noted that most of Article VI has been eliminated. He explained if it was accept as written it would prohibit hospitals, nursing homes and manufactured home parks in a floodplain. He noted that all of Section Six has been removed except for the first section.

Mr. Wolfe noted in Article VII, there were two options under Section 7.02-F&G which he removed since they were overly restricted. He noted he removed the definition of repetitive

loss and regulatory flood elevation since it set the base flood elevation plus a freeboard safety factor of one and one-half feet.

Mr. Wolfe noted those were the optional draft language changes that were submitted to FEMA for their review.

Mr. Seeds questioned if there should be lines through the entire document for the existing ordinance that needs to be eliminated. Mr. Wolfe answered yes.

Mr. Seeds questioned if the boundary disputes are settled by the Planning Commission. Mr. Wolfe answered that the State gives the Planning Commission the right to do that. Mr. Seeds noted that the Board of Supervisors takes care of the waivers. Mr. Wolfe noted that was correct.

Mr. Wolfe explained that he must wait for FEMA to review the document which would take a couple of months, and then the Board would adopt the new ordinance and the new maps. He explained that the Board would amend the current Zoning Ordinance to delete the floodplain section. He suggested that it will take until the end of the year to complete.

“Otta Know” Presentation: Commonwealth of Pennsylvania versus
Fred Charles Moran, as it applies to negotiations with
Developers for off-site improvements

Mr. Stine noted that the “Commonwealth versus Moran” case has to do with Haverford Township in Delaware County. He explained that Haverford Township purchased the old Haverford State Mental Hospital from the Commonwealth when it was closing State Hospitals. He noted that it was a several hundred acre tract in a Township that has no other developable land. He noted that they hired a consultant to do requests for proposals (RFP) to sell off some of the land. He noted that they hired a consultant who proceeded with the bid process, and an award was made in the amount of \$30 million for 60 acres. He noted that something went wrong with the transaction and they renegotiated the deal, dropping it to 40 acres at a price of \$17 million. He explained that part of the bid requirement was that the Township would control what the developer could build, such as it had to be entirely age-restricted, with so many condominiums and single-family dwellings.

Mr. Stine explained that a little later in the year the supervisors found that they had a \$500,000 shortfall for the budget and questioned what they could do with the developer of the

real estate that they were selling. He noted that no agreement of sale had been signed up to this point. He stated that they decided to talk to the developer and they negotiated a deal with the developer who agreed to pay \$500,000 more than under the contract, with Haverford Township agreeing to release the requirements in the agreement of sale with regards to age-restrictions and number of units. He noted that Commissioner Moran suggested that the Board could get another \$500,000 from the developer and one of the Commissioners's questioned why the developer would want to pay more funds. He noted that Commissioner Moran suggested if the Board could accelerate their development process they would be willing to pay for that. He noted that Commissioner Moran and another Commissioner called the developer and Moran told the developer, "Call it extortion, call it what you will, we need half a million bucks and we will accelerate the zoning. We'll get you the zoning approvals you need and accelerate the process."

Mr. Stine noted that Mr. Moran was indicted for bribery. He noted that the charge of bribery is much broader than what you think. He noted that bribery is a felony of the 3rd degree. He explained that the definition states, "that you violate the statute if someone offers, confers, or agrees to confer upon another or solicits, accepts, or agrees to accept from another an pecuniary benefit as consideration for the decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, etc." He noted you would think that the money had to go to Commissioner Moran, but that is not true. He noted that benefit is defined in the statute to include a benefit to any other person or entity and whose welfare he is interested in. He noted that Commissioner Moran was a Township official, and he had an interest in the Township. He noted that because he got money for the Township in exchange for the promise to accelerate the process, and he was convicted.

Mr. Stine questioned what happens when developers promise to do a lot of things, such as some road improvements, but want something in return. He noted that he put it on the agenda as it applies to developers in regards to off-site improvements. He questioned where you cross the line in committing bribery without realizing that you did. He noted that the difference is that the Township got cash, but if they get an improvement, it is no different, it still is something that has a pecuniary benefit.

Mr. Seeds noted that the deal never went through. Mr. Stine noted that he did not know if it did, but Mr. Moran was convicted, with a two-year probationary sentence. He noted that he

now has a felony criminal record. He noted that he does not know where this will go, but the Supreme Court decision was made in August of 2010. He noted, if the Township enters into some type of agreement with a developer where the Board promises the developer certain things in exchange to doing something, for instance, a rezoning, and in return, the Township gets a benefit, the Board just violated the crimes code.

Mr. Seeds noted that they were going to get \$30 million for the land. Mr. Stine noted that was what they were supposed to get for the original deal, but it changed. Mr. Stine noted that deal fell through and they started to renegotiate the deal. He noted that he felt it was important to bring this matter up to the Board members. He noted that it is similar to another criminal case where a board of supervisors entered into a three-year lease agreement for a piece of equipment, and since the yearly lease was less than \$10,000 a year, they decided that they did not have to bid the lease. He noted that you can not just look at the price of a lease for the yearly amount, rather the total lease amount must be considered, and since they approved a lease totally \$30,000, they were later convicted of a first or second degree misdemeanor for violating the public bidding requirements since they did not bid the project. He noted that they could have taken a one-year lease if it was less than \$10,000. He suggested that they didn't know what they were doing.

Mr. Robertson questioned if a developer wants to make improvements off-site, and they come in with a plan, could that be construed as a bribe. Mr. Stine answered that you have to accept or solicit a bribe. He noted if someone comes in with a plan and wants to do off-site improvements, that is fine as long as the Board does not promise that it would vote to do A, B, or C in order to approve the plan.

Mr. Robertson noted it assists the Township in getting improvements for off-site locations. Mr. Seeds noted if someone wants to do them, that's great. Mr. Crissman noted that the Board can ask as long as long as the Board does not guarantee anything in return. Mr. Seeds noted that it is a fine line and the Board needs to be very careful. He noted that that Board was doing something by accelerating the zoning approvals, something out of the ordinary, and a promise for something would be a trigger.

Mr. Parmer questioned if someone stated that a person did not have to install a sidewalk if they gave the Township \$50,000, what would happen. Mr. Stine answered that certain

ordinances have provisions that offer an option to pay a fee in lieu of doing something. He noted if it is in the ordinance, it would not be an issue.

Adjournment

There being no further business, Mr. Crissman made a motion to adjourn the meeting. Mr. Seeds seconded the motion, and the meeting adjourned at 8:43 p.m.

Respectfully submitted,

Maureen Heberle
Recording Secretary

Approved by,

Gary A. Crissman
Township Secretary