

LOWER PAXTON TOWNSHIP  
BOARD OF SUPERVISORS

Minutes of Board Meeting held May 15, 2012

The business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:37 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; Steve Fleming, HRG, Inc.; Attorney Ron Lucas, Stevens and Lee; Michael LaCesa, Sheetz; Gregory Creasy, Grove Miller Engineering; Christopher Beauregard, CenterPoint Engineering, Inc.; and Ted Robertson and Watson Fisher, SWAN.

**Pledge of Allegiance**

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

**Approval of Minutes**

Mr. Crissman made a motion to approve the minutes from the April 17, 2012 and May 1, 2012 business meetings. Mr. Blain seconded the motion, and a unanimous vote followed.

**Public Comment**

Mr. Eugene Howard, 190 South Johnson Street, explained that he purchased his property 22 years ago and has issues with rain water containment. He noted in the past four or five years, rain water builds up on Johnson Street and crosses over it, washing out his front yard. He brought pictures for the Board to review and explained that it turns his driveway into a river. He noted that there is a culvert pipe in the alley that his nephew cleans out for him. He explained that the two neighbors to the east of him used to have a trench in their front yard that

would force the water to utilize the culvert pipe but they removed the trenches and the water goes out into the road. He explained that he spoke to Mr. Robbins and was told that he could dig a trench in his neighbor's yard but he did not think that was something he should do. He explained that it is washing out his driveway at the back of his property, down towards Beaver Road. He questioned if someone could look at the pipe and trench the other two properties. He noted that he has four townhouses on the property and it is washing away his retaining wall and his driveway and making a hindrance for everyone.

Mr. Hawk questioned what the address was. Mr. Howard explained that his property is located on the corner of Locust Street and Johnson Street, past the firehouse after you drive over the rise in the road. He explained that he put in a retaining wall a couple years ago and the water is washing it out. He noted in the winter, the water freezes and it becomes an ice skating rink. Mr. Hawk noted that he would have staff take a look at the situation.

Mr. Howard noted that he would appreciate if someone would get back to him. He explained, when he built the place, they did not have him install curb or sidewalk. He explained, at the time he built the place, he told the Board that if he did install the curb the water would be four to six inches deep on Johnson Street. He noted that he does not have the funds to put storm drainage in across the street from Johnson Street to his east. He explained that it would be off his property. He noted that he was told by Mr. Robbins that he could put a drain in his driveway to catch all the water coming from the Township roads but he does not have that kind of money. He noted that he would have to contain the water into a pipe and have it discharge somewhere. He noted the person below him on Beaver Road has a moat that circles his house when it rains hard and he is in the flood zone. He noted that his townhouses are out of the flood zone and they have basements. He explained that the water problem for his basements is getting worse.

Mr. Hawk noted in 2011, the Township was inundated with numerous water calls.

Mr. Seeds questioned when the pictures were taken. Mr. Howard answered that they were taken in the last year and a half. He noted that he had some older pictures taken when he built the place. He explained, when it rains hard, the water comes down and across Johnson Street and turns into his driveway and in the winter time it freezes. Mr. Hawk noted that he cannot provide an answer at this time but he will have staff take a look at it.

Mr. Howard noted that the alley has a pipe underneath it but they have not continued the trench. He noted, in that part of the Township, they trench out to the end of the road and the water can't get to the storm drain that is below his property.

Mr. Seeds questioned when Mr. Robbins was out to see Mr. Howard. Mr. Howard noted that it was last year. Mr. Seeds noted that there are a lot of water issues all over the Township. Mr. Hawk questioned Mr. Howard if he wanted to give the pictures to the Board. Mr. Howard answered that he would make a copy and bring them to the Municipal Center. He suggested that all you have to do is to drive down Johnson Street when it is raining hard.

### **Chairman & Board Members' Comments**

No comments were presented.

### **Manager's Report**

Mr. Wolfe noted that American Legion Post 272 will sponsor a Memorial Day Parade on Monday, May 28<sup>th</sup>. He noted that the parade will start at Blue Bird and Blue Eagle Avenues to Balthazar Street to Linglestown Road to Mountain Road turning at Larue Street and discharging into Koons Park. He noted that the parade takes roughly 1.5 hours and members from the Board of Supervisors will be in attendance if available. He noted that the Friendship Center will participate in the parade with its "Spirit of America" float.

Mr. Seeds reported to Mr. Jason Campbell, who was in attendance at the meeting that South Central Emergency Medical Services needs to be aware of the street closures to coordinate the ambulance services.

Mr. Wolfe noted that the Paxtonia Fire Company will be sponsoring the Dauphin County Firemen's Convention on June 8<sup>th</sup> and 9<sup>th</sup>. He noted that there will be a parade on Saturday June 8<sup>th</sup> starting at 2 p.m. with a judging event to occur in George Park at 4 p.m. He noted that the parade route runs from the Paxtonia Fire Company into George Park located off of Nyes Road. He noted that the Board members are invited to attend and over 50 pieces of fire apparatus are expected.

### **OLD BUSINESS**

There was no old business to present.

### **NEW BUSINESS**

#### Action on bids for sale of the Township's lease of land on which American Tower Corporation has cited a cellular telephone tower

Mr. Hawk noted that three bids were received for the sale of the Township's lease of land for the cellular telephone tower. He explained that the bids were received from: Unison Site Management, LLC; LD Holdings, LLC; and AP Wireless. He noted that staff has reviewed the bids and Mr. Wolfe would provide a recommendation.

Mr. Wolfe noted that the Board received three bids for the remaining terms of the current term for the site of a cellular telephone tower. He noted that the highest bid amount received was from LD Holdings, LLC in the amount of \$315,513. He noted that the remaining two bids were very close, with Unison Site Management, LLC at \$311,044 offering a sharing of any future co-location payments for new co-locaters on the site. He noted that the low bid was submitted by AP Wireless in the amount of \$303,018. He noted that the LD Holdings LLC bid

was incomplete as it did not contain the bid documents in full which becomes the contract document as per the specifications. He noted that the bid from Unison Site Management, LLC offering the sharing of revenue for future co-locators, and also required an expanded lease area of 250 square feet, noting that the lease would be perpetual. He explained that these conditions were not contained in the bid specifications. He noted that AP Wireless had a complete bid but also requested a perpetual bid. He noted that the bids are complete for Board action or the Board could table the bids until more discussion could be held during a workshop session.

Mr. Crissman noted that he preferred to withdraw this item from the agenda to provide for more discussion at a workshop session in light of the fact that the first two bidders have not met bid specifications.

Mr. Seeds questioned how much the co-locations might bring into the Township. He questioned if we would be able to get those figures. He assumed that the other two bids are also perpetual. Mr. Wolfe answered that two of the three are requesting that the bid be perpetual, but not the first one, however they did not provide a complete package. Mr. Seeds noted that he agreed with Mr. Crissman that this should be tabled. Mr. Crissman noted by tabling the bids, you have to recognize that all three companies now know each others bids. He noted that it may or may not have an impact for when they rebid. He stated that he is obligated to table this item since the bidders did not meet the specifications of the bid. Mr. Stine noted that the bids at this time are not public information. Mr. Crissman noted that he was referring to the dollar amount. Mr. Stine noted that is true but the bid packets are not public. Mr. Crissman noted since the dollar amounts have been made public, it may impact the rebid for the process. Mr. Wolfe noted that it only works against the Township if the Board rejects the bids; however, if you are tabling this for discussion it has no impact. Mr. Hornung questioned if the discussion could be done at this time. Mr. Crissman noted that he does not mind discussing the bids, but he has an issue

awarding a bid to someone who has not met the specifications. He noted that it places the municipality in a very awkward situation. He noted by law, the Township is obligated to take the lowest or highest bid for whatever is appropriate for the bid. He noted that he did not want to vote on an issue that may place the Board in a legal challenge, noting that it was awarded to someone who did not meet the requirements of the bid specification. Mr. Hornung noted that it is his understanding for a situation like this, we award it to the person who has the complete bid packet, and although someone could challenge it, we should be able to stand the test of previous court cases. Mr. Crissman noted that the Board would be fine if it awards the project to AC Wireless, as they have met the specifications, but he suggested that there was a concern from the other Board members as the other two awards were higher amounts. He noted if everyone is comfortable awarding to the lone bidder who met the requirements, he has no problem with that. Mr. Hornung noted that he would be comfortable if he knew Mr. Stine's opinion. Mr. Stine answered that it is fairly straight forward that when you are selling something you must award to the highest responsible bidder who submits a bid packet responsive to the request. He noted that two of the bidders have not submitted a responsive bid as they left things out of the packet that they were required to submit. Mr. Hornung questioned if there is any degree of magnitude of the infractions that would affect the outcome of whether it is complete, such as they forgot to dot the "i", noting that it is so insignificant that it would not be challengeable if the Board went the other way. Mr. Stine noted that it is his understanding that two different bidders did not submit the entire bid packet, only the form of proposal and they are missing other things. He noted that the entire packet constitutes the offer. He noted when a bid is put out, it is an invitation to make an offer and if they don't submit a complete offer we can't accept it. He noted that some of the bidders changed the bid packet putting things in that weren't requested, changing the terms of the offer. Mr. Stine noted that one wanted expanded space, and we can't accept that, while both

changed the bid for a perpetual purchase. Mr. Wolfe noted that the bid packet stated that it was for the remaining portion of the lease. He noted that the issue is what the remaining portion of the lease is as there is a certain time period with the ability to renew. Mr. Stine noted that perpetual means forever and that is not what the Township is selling.

Mr. Seeds questioned if any of the bidders met the specifications. Mr. Crissman answered that A. P. Wireless did. Mr. Hornung noted that they bid on a perpetual sale. Mr. Wolfe noted that A. P. Wireless and Unison both stated that their proposals for the lease would be perpetual. Mr. Hornung questioned if that means that none of the three bidders met the specifications. Mr. Wolfe noted that is what he is hearing Mr. Stine say. Mr. Stine noted if they are trying to buy something that we are not selling, that it is not a responsive bid.

Mr. Hornung made a motion to table action on the bids at this time. He requested Mr. Stine to review the bids and based upon his review, if he determines that none of the three bidders have provided a responsible bid, then we should rebid the sale. Mr. Crissman suggested that he would make a motion to accept none of the bids and to rebid. Mr. Hornung noted that Mr. Stine did not provide that opinion. Mr. Stine noted that he has based his opinion from what he has heard, understanding that he has not seen the bids. Mr. Hornung noted that the Board has not received an opinion from Mr. Stine and he would like to get that. Mr. Crissman suggested that action be tabled at this time until Mr. Stine has made his review of the documents.

Mr. Hornung made a motion to table action at this time until legal counsel has had an opportunity to review the bids. Mr. Crissman seconded the motion. Mr. Seeds questioned if there is anyway to figure out the income from co-locations. Mr. Wolfe answered that we currently get paid for the co-locations on the cell tower. Mr. Seeds questioned if the Township knows how much income there is. Mr. Wolfe answered yes we do. Mr. Seeds noted that we should look at that figure as well. Mr. Wolfe noted that you need to remember what is being bid, they are not

sharing the existing co-locators, they only want to share future co-locators and he has no idea what a future co-locator payment would be. Mr. Seeds noted that we know what we got in the past. Mr. Crissman stated that is irrelevant, as you can't accept it. Mr. Stine noted that it was not bid with future co-locators fees.

Mr. Hawk called for a roll call vote; Mr. Blain, aye; Mr. Crissman, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Action on bids for maintenance and repair of Township bridges

Mr. Wolfe explained that staff recommended that the Board reject and rebid this proposal. He noted that Mr. Fleming from HRG, Inc. can explain the reason for the recommendation.

Mr. Fleming explained that the bridge contract is issued to cover the annual maintenance and repairs for Township bridges as recommended by Dauphin County as a result of their bridge inspection study. He noted that the Township has elected to do some of the maintenance in-house to provide a cost savings. He noted that during the repair of the Goose Valley Bridge it was found that the bridge deck needed additional maintenance which was not bid in the contract. He noted that it would result in a substantial change to the contract; therefore, he is recommending rejecting the bids as received and rebidding the contract to include the new work.

Mr. Seeds agreed with Mr. Fleming's recommendation; however he questioned if Mr. Fleming could explain the huge disparity between the two bids. Mr. Fleming answered that only two companies provided bids for the project. He explained that there was a mandatory pre-bid meeting which we have for most of the projects and both attended, but he can't explain why one bid was much higher than the other. He noted that the lower bid was closer to the engineer's estimate. He suspected that the higher bidder was taking a chance that the other bidder would not provide a bid.

Mr. Crissman made a motion to reject the bids for the maintenance and repair of the Township bridges and rebid the project. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on bids for tree cutting and stump grinding in the  
SC-1E & 1G sanitary sewer mini-basin

Mr. Hawk noted that the Township received two bids, one from Stoner Tree Service and the second from Arney Brothers, Inc. for tree cutting and stump grinding in the SC-1E & 1G sanitary sewer mini-basin. He noted that Stoner Tree Service provided a bid in the amount of \$29,200 and Arney Brothers, Inc. bid was \$37,550.

Mr. Wolfe explained that this is for tree removal in the right-of-ways as part of the mini-basin project. He noted that Stoner's Tree Service has done work for the Sewer Authority in the past and has been the low bidder before. He noted that staff has reviewed the bid and found Stoner's bid to be complete and recommends the Board award to Stoner's Tree Service in the amount of \$29,200.

Mr. Crissman made a motion to approve the bid for tree cutting and stump grinding in the SC-1E and 1G sanitary sewer mini-basin to Stoner's Tree Service in the amount of \$29,200. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Action on Change Orders 1, 2, 3, and 4 to the  
storm sewer contract with Wexcon, Inc.

Mr. Wolfe noted that he would explain the Change Orders and Mr. Fleming can answer any questions the Board may have. He noted that Change Orders 1 & 2 are a reduction in approximately \$10,000 each due to reengineering in the field. He noted that Change Order 1 is a reduction in the amount of \$10,329.50 and Change Order 2 is a reduction in the amount of \$10,917. He noted that Change Orders 3 and 4 are for additional work, all in the same area of

the Township off of Linglestown Road. He noted that the work is occurring on Woodview at Sycamore Drives and Winthrop Street. He noted that the additional work for Change Order 3 is in the amount of \$62,648.75 and for Change Order 4 it is in the amount of \$98,598.50. He explained that the difference between the two contracts with reductions and the two with additions results in a total change order of \$140,000.75. He explained that this is a very large storm water project in the amount of \$850,000 and the change orders represent a small percentage of total project costs and are doable.

Mr. Fleming explained that Change Order 3 is a storm sewer replacement at the intersection of Woodview and Sycamore Drives, previously scheduled to be a Township project that was designed to be done this year. He noted that based on other workload and utility conflicts it was elected to add it to the storm sewer contract if the contractor would be willing to take on the work. He noted that it is the replacement of storm sewer in-kind with no increase in pipe size. He noted that the road will be paved next year. He explained for Winthrop Street, it is the replacement of a long pipe through a neighborhood, but in consideration of paving projects and other work on the Public Works Department schedule, they elected to offer the work to the contractor.

Mr. Hornung questioned if the contractor provided a price and was it negotiated down. Mr. Fleming answered that the unit pricing for this work was in line with the unit pricing that was provided for the other work. He noted that it was in line with the rest of the work and thought to be an acceptable pricing. Mr. Wolfe noted that is the process we would use for a sewer contract with unit pricing. Mr. Hornung questioned if it has met certain conditions and that is how he came up with the price. Mr. Fleming answered that it is an increase in the quantity of work.

Mr. Seeds questioned Mr. Fleming if he was recommending that all four change orders be approved. Mr. Fleming answered yes.

Mr. Crissman made a motion to approve Change Orders 1, a decrease in the amount of \$10,329.50 for stone; Change Order 2, a decrease in the amount of \$10,917 for engineering cost reductions at Curvin Drive; Change Order 3, an increase in the amount of \$ 62,648.75 for work at Woodview and Sycamore Drives; and Change Order 4, an increase in the amount of \$98,598.50 for improvements at Winthrop Street to the Storm Sewer contract with Wexcon, Inc. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Acceptance of the Dauphin County Local Share Grant Agreement 12-26  
For replacement of the bridge on Jonestown Road over Beaver Creek

Mr. Hawk noted that the Board needs to accept a Dauphin County Local Share Grant Agreement for the replacement of the bridge on Jonestown Road over Beaver Creek in the amount of \$80,000.

Mr. Wolfe noted that this is a minor amount of the total cost for the project. He noted that these grant funds are shared by Lower Paxton Township with West Hanover Township since we jointly own the bridge. He noted that the bridge has been recommended on the upcoming PENNDOT Transportation Improvement Program for full funding for its replacement with an estimated cost of \$1.6 million. He noted that the local share for the two Townships is 5% and the \$80,000 should approximate the local share costs.

Mr. Crissman made a motion to accept the Dauphin County Local Share Grant Agreement 12-26 for the replacement of the bridge on Jonestown Road over Beaver Creek in the amount of \$80,000. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Acceptance of the Dauphin County Local Share Grant  
Agreement 12-28 for debt reduction for capital improvements  
undertaken by the Linglestown Fire Company to its fire station

Mr. Hawk noted that Agreement 12-28 is for the Dauphin County Local Share Grant for debt reduction for capital improvements undertaken by the Linglestown Fire Company to its fire station is in the amount of \$180,000.

Mr. Wolfe noted that he had nothing further to add.

Mr. Crissman made a motion to accept the Dauphin County Local Share Grant Agreement 12-28, for the debt reduction for capital improvements undertaken by the Linglestown Fire Company to its fire station in the amount of \$180,000. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Preliminary/final subdivision and land development plan for Sheetz

Mr. Wolfe noted that this plan proposes the lot consolidation and development of a Sheetz Convenience Store at the existing Your Place Restaurant location on Union Deposit Road. He noted that the property is located on the southwest corner of the intersection of Briarsdale Road and Union Deposit Road. He noted that the site currently houses the Your Place Restaurant that will be razed and the Sheetz store will be constructed on the same site. He noted that the property is zoned CG, Commercial General, consists of 1.39 acres and is served by public sewer and public water. He noted that road improvements to the intersection of Union Deposit Road Briarsdale Roads are included in this project that include improvements to the traffic signal.

Mr. Wolfe noted on March 20, 2012, the Lower Paxton Township Board of Supervisors approved the conditional use application to allow gasoline pumps on site.

Mr. Wolfe noted on April 11, 2012, the Planning Commission recommended approval of the plan and waiver request of the requirement to submit a preliminary plan that is supported by

staff. He noted that there are two site specific conditions and seven general conditions. He noted that HRG, Inc has provided detailed traffic engineering comments and Mr. Fleming is available to address any engineering comments. He explained that Attorney Ron Lucas is present to represent the plan.

Mr. Ron Lucas noted that he is an attorney with Stevens and Lee of Harrisburg. He explained that he appeared before the Board of Supervisors with the sketch plan when the Board approved the Conditional Use for gasoline pumps. He noted that the plan has not substantially changed since that time it was approved by the Planning Commission last month.

Mr. Lucas noted that the plan shows improvements at the intersection of Briarsdale and Union Deposit Roads, and Greg Creasy, traffic engineer from Grove Miller Engineering can address any questions the Board may have on those comments. He noted that HRG, Inc. provided traffic plan comments, and Mr. Creasy has reviewed those comments and found no issue with them, noting that they can all be addressed.

Mr. Lucas noted Christopher Beauregard from CenterPoint Engineering, Inc. is present to answer any engineering questions.

Mr. Lucas noted that Michael LaCesa, the real estate agent from Sheetz can answer any questions for the operations of the site.

Mr. Lucas explained that Sheetz will be using the existing access from Union Deposit Road; not changing location or size but adding a right-turn lane into the site. He noted that the existing driveway from Your Place to Briarsdale Road will be closed and a new driveway will be constructed further south on the motel property opposite the driveway to the McDonalds Restaurant. He noted that Sheetz has no issues with the comments provided by the Township and they will provide the access easement documents to the solicitor for him to review to meet the conditions for approval.

Mr. Seeds questioned if Sheetz would have an easement with the hotel to use their property for the new driveway. Mr. Lucas answered yes, noting that they have similar ownership but different legal entities. Mr. Seeds noted that the hotel will be losing parking spaces. Mr. Lucas answer that was correct, but it was verified by the engineer and staff that they continue to meet the required parking for the hotel.

Mr. Crissman questioned if Mr. Lucas is able to speak on behalf of the owner. Mr. Lucas noted that Sheetz will be the lessee of the property, noting that they have a lease with the owner of the property. Mr. Crissman questioned if he was speaking on behalf of the petitioner. Mr. Lucas answered yes, on behalf of the applicant.

Mr. Crissman noted that staff supports the one waiver request and HRG, Inc. comments show that the second waiver request was removed. He questioned Mr. Lucas if he was in agreement with that. Mr. Lucas answered yes.

Mr. Crissman questioned if Mr. Lucas is in agreement with the two site specific conditions. Mr. Lucas answered yes.

Mr. Crissman noted that there are seven general conditions and he questioned if Mr. Lucas was in agreement with all seven conditions, especially the two comments from HRG, Inc. as contained in comment seven. Mr. Lucas answered that we accept those conditions. Mr. Crissman questioned if they have been completed. Mr. Lucas answered that we are in agreement with the comments.

Mr. Crissman questioned if Mr. Lucas's answers are acceptable to him. Mr. Fleming answered yes.

Mr. Seeds questioned if the traffic signal permit plan review is agreeable to Mr. Lucas. Mr. Lucas answered that Mr. Creasy reviewed all comments and discussed them with HRG this afternoon and he found no issues. He noted that they can make all those corrections.

Mr. Crissman made a motion to approve the preliminary/final sub division and development plan for Sheetz with the following waivers and conditions: 1) Waiver of the requirement to submit a preliminary plan; 2) Canopy signage is limited to 25 square feet per side. The canopy shall not include any signs, except a sign may be attached to each of two sides of the canopy in place of a freestanding sign and an allowed wall sign may be placed on a portion of the canopy that is behind the minimum front yard setback line; 2) An access easement agreement will be necessary for the driveway connecting adjoining property. This easement will be reviewed by the township solicitor prior to its recording at the courthouse; 3) Plan approval shall be subject to providing original seals and signatures; 4) Plan approval shall be subject to the payment of engineering review fees; 5) Plan approval shall be subject to the establishment of an automatically renewable improvement guarantee for the proposed site improvements; 6) Plan approval shall be subject to the Dauphin County Conservation District's review of the Erosion and Sedimentation Control Plan; 7) Plan approval shall be subject to Lower Paxton Township Sewer Department's review and approval of the sanitary sewer design; 8) Pursuant to Section 420 of the Act of June 1, 1945 (P.L. 1242 No. 428) known as the state highway law, a highway occupancy permit is required for all construction within PENNDOT right of way; and 9) Plan approval shall be subject to addressing the comments of HRG's memo dated May 10, 2012. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and the motion carried unanimously.

#### Improvement Guarantees

Mr. Hawk noted that there were three Improvement Guarantees.

#### Hawthorne Suites

An extension and increase in a letter of credit with M&T Bank, in the amount of \$144,055.06 with an expiration date of May 15, 2013.

Mindy Meadows, Phase 2

An extension and 10% increase in a bond with Eastern Atlantic Insurance Company, in the amount of \$938,927.33 with an expiration date of May 15, 2013.

Laurel Ridge

A new letter of credit with PNC Bank, in the amount of \$1,299,714.56 with an expiration date of May 15, 2013.

Mr. Crissman made a motion to approve the three improvement guarantees. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Resolution 12-19; Planning Module for 2521 Patton Road

Mr. Wolfe explained that Resolution 12-19, the Planning Module for 2521 Patton Road was recently added to the agenda today. He noted that it is complete for action and given that it is an administrative action and one that could have cost the developer time he placed it on the agenda for this evening. He noted that it is for a five-lot subdivision sanitary sewer extension proposed by Triple Crown Corporation for their Patton Road subdivision plan which was previously approved by the Board.

Mr. Crissman made a motion to approve Resolution 12-19; the Planning Module for 2521 Patton Road. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and the motion was unanimously approved.

Laurel Ridge Agreements

Mr. Wolfe explained that he had an easement agreement for the Lower Paxton Township Authority; a private sewer extension agreement for sanitary sewer services, and a maintenance agreement for storm water management facilities for the Village of Laurel Ridge Project. He explained that the Board will see these agreements in the future for all incoming developments that have storm water management facilities. He noted that the Board has entered into a land

development agreement with Laurel Ridge that spelled out that these agreements would be provided to the Board in acceptable format to the Township Solicitor using examples previously referenced. He noted that Mr. Stine and staff have reviewed the documents and they have been determined to be complete for action this evening.

Mr. Crissman made a motion to approve the easement agreement to the Lower Paxton Township Authority; a private sewer extension agreement for sanitary sewer services; and a maintenance agreement for storm water management facilities for the Village of Laurel Ridge Project. Mr. Blain seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

#### **Payment of Bills**

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

#### **Adjournment**

There being no further business, Mr. Blain made a motion to adjourn the meeting. Mr. Crissman seconded the motion and the meeting adjourned at 8:38 p.m.

Respectfully submitted,

Maureen Heberle  
Recording Secretary

Approved by,

Gary A. Crissman  
Township Secretary