

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS

Minutes of Board Meeting held May 18, 2009

A business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:31 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., Gary A. Crissman, and David B. Blain.

Also in attendance were George Wolfe, Township Manager; Steven Stine, Township Solicitor; Dianne Moran, Planning and Zoning Officer; Stephen Fleming, HRG. Inc.; and Jeff Staub, Dauphin Engineering Co.

Pledge of Allegiance

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

Approval of Minutes

Mr. Crissman made a motion to approve the minutes of the April 21, 2009 business meeting. Mr. Blain seconded the motion, and a unanimous vote followed.

Public Comment

Attorney Robert Dobslaw noted that he spoke with the Board members during the May 12, 2009 workshop meeting, when he introduced a situation regarding a decision of the Commonwealth Court and how it impacts zoning and subdivisions in municipalities. He noted that he provided information as to how it impacted a particular property approved for development in the Township. He noted that, at that time, he volunteered to draft a text amendment for the Township. He explained that he emailed the text amendments for the zoning

ordinance and subdivision and land development ordinance this date to Ms. Wissler for her to distribute to the Board members. He noted that he would be available to meet with members of staff to discuss this issue further. He noted that he did attend the Planning Commission's May 13th meeting and shared his information with them as well. He noted that he would wait for the Board's direction at this time.

Mr. Hawk noted that he would have staff and Mr. Stine review the text amendment. He noted that once staff is satisfied with the text amendments, then the Township would have the Dauphin County and Lower Paxton Township Planning Commissions review the document, advertise the changes for public hearing, and then act on the text amendments.

Mr. Hawk thanked Mr. Dobslaw for his help in writing the text amendment.

Chairman & Board Members' Comments

No comments presented.

Manager's Report

Mr. Wolfe noted that, tomorrow, Tuesday, May 19th, is Primary Election Day in Pennsylvania, therefore, the reason for the Board's meeting tonight.

Mr. Wolfe noted that the Lower Paxton Township Memorial Day Parade will be held in Linglestown on Monday, May 25, 2009, starting at 1 p.m. He noted that available supervisors will participate and the Friendship Center will have a float.

Mr. Wolfe noted that the Parks and Recreation Department, in conjunction with the Dog Park Association, will conduct a leash cutting ceremony for the Happy Tails Dog Park, on Saturday, May 23, 2009, from 10 a.m. to 1 p.m. He noted that the Dog Park is located in Kohl Park off of Dowhower Road.

OLD BUSINESS

Resolution 09-22; Setting permit fees for transporting leaf waste to the Township's compost facility

Mr. Hawk explained that this item has been dropped from the agenda.

NEW BUSINESS

Preliminary/final subdivision plan for Dorothy Mumper

Ms. Moran noted that the purpose of this plan is to subdivide 6541 Devonshire Heights Road into two proposed lots. Lot 1 will consist of 2.9774 acres and Lot 2 will consist of 1.9487 acres. Lot 2 is proposed to be developed as a single family dwelling. The property is zoned R-1, Low Density Residential District and is located east of Deaven Road and south of Devonshire Heights Road. The newly created lot will be served by public sewer and public water.

Ms. Moran noted that on April 8, 2009, the Planning Commission recommended approval of the plan subject to a lot line adjustment eliminating the need for a variance. She noted that the Planning Commission recommended approval of the waivers with the exception of curb and widening, to be installed when the adjacent property is developed and required to provide the same.

Ms. Moran noted that the applicant has requested the following waivers: 1) Waiver of the requirement to provide a preliminary plan; 2) Waiver of the requirement to provide curb along the frontage of Devonshire Heights Road. A note shall be added that curb will be provided at the time adjoining properties are developed and curb is required to be constructed along the street frontage of Devonshire Heights Road; 3) Waiver of the requirement to provide roadway widening along the frontage of Devonshire Heights Road. General Plan Note 15 indicates that in the event that the adjoining properties are developed and widening is required to be constructed

along the street frontage of Devonshire Heights Road, the owner shall also be required to construct widening along the street frontage of Devonshire Heights Road; 4) Waiver of the requirement to provide a stormwater management plan. General Plan Note 16 indicates that the development of Lot 2 will not create additional impervious cover greater than 5,000 square feet; and, 5) Waiver of the requirement to provide elevation contours for the project. General Plan Note 17 indicates there are no steep slopes greater than 25% on the portion of Lot 2 where the proposed single-family is to be constructed.

Ms. Moran noted that HRG's comments have been provided to the Board members, and Mr. Jeff Staub is present to represent the plan.

Mr. Crissman noted, for waiver two, he questioned if staff supports this waiver with the added note. Ms. Moran answered yes.

Mr. Seeds noted that the note on the plan for waiver two, that deals with curbing and widening, lists the word properties, and he questioned if that referred to the properties on either side of the applicant. He questioned if Lot 1 would also have to add curbing and widening. He noted that this needs to be clarified. Mr. Crissman noted if it states, adjoining properties, it would be those that are contiguous or next to. He questioned what further clarification Mr. Seeds was asking for. Mr. Seeds noted that properties would mean more than one, therefore, that would mean, if the properties on both sides are developed, then the curbing and widening would need to be installed. He questioned if this would be true if only one is developed. Mr. Crissman noted that it means properties on either side of the applicant. Mr. Blain questioned, if the property on the left side of the applicant is developed but not the right side, would the Mumper's be required to install the curbing and street widening or only when both sides are developed. Mr. Blain suggested that it should state that when one adjacent property is developed, at that point in time,

the curbing and widening needs to be done. Mr. Seeds noted that this needs to be clarified in the note for waiver two.

Mr. Staub suggested that the confusion is his fault. He explained that only one of Mrs. Mumper's properties has frontage on Devonshire Heights Road that could be further developed. He noted that he inserted the word "properties" in the note because Mrs. Mumper owns property along Devonshire Heights Road, and also a separate parcel behind that property to the south. He noted, if and when Mrs. Mumper develops her ground, she would develop properties, the one that has frontage on Devonshire Heights Road, and the one to the south.

Mr. Crissman questioned if the properties could be developed at separate times.

Mr. Staub suggested that he could edit the note to say property instead of properties. Mr. Seeds suggested that it should state properties now owned by Mrs. Mumper, or could be owned by someone else in the future. He noted that the property to the west, 6531 Devonshire Heights Road, is a ranch home, and he questioned if that parcel was developed and required to do widening, what would happen. Mr. Staub answered that he did not look to see if that parcel was sub-dividable. He noted that it could be. Mr. Seeds suggested that it could be, therefore the need for the clarification on the note.

Mr. Staub noted that the intent of the note is, if and when Mrs. Mumper develops the remaining acreage, noting that a sufficient number of lots could be developed to support, financially, the widening and curb installation along new lot 1 and new lot 2. Mr. Crissman noted that he was asking that the curb be installed at the time each is developed. Mr. Crissman suggested that the note should read that each adjoining property is developed. Mr. Stine suggested the word "any". Mr. Seeds noted that any adjoining property would include the neighbor at 6531 Devonshire Heights Road. Mr. Staub noted that that would not be something

that Mrs. Mumper would be agreeable to. He noted that the financial difficulty would still be there if she was not able to generate money from the development of her own property to support the costs of doing the widening and curbing.

Mr. Seeds noted that the newer development to the west was approved when eight-foot widening was required, therefore, driving east on Devonshire Heights Road, it is eight foot wider, and then it reverts back to the original width at the bank. He noted that the area of the bank should be curved back in on a gradual plane. Mr. Staub noted that when Mrs. Mumper develops her land, that would be corrected. Mr. Seeds noted that Mrs. Mumper does not own the area 200 yards east of that point. Mr. Seeds noted that he would be willing to waive the widening and the curbing, but the Planning Commission recommended to put this note on the plan.

Mr. Crissman suggested that if it is changed to state, “any adjoining property” that would clarify the note. Mr. Seeds noted if Mrs. Mumper develops property to the rear of her home, she would not need to widen the road then. Mr. Hawk suggested that it would not come into play. Mr. Seeds noted that Mrs. Mumper owns property to the rear of the existing home. Mr. Staub noted that Mrs. Mumper owns land to the west and to the south. Mr. Seeds noted if the property to the south is developed, he would not see a need to widen the road. Mr. Seeds noted that by using the word adjoining, it would include the property to the west. Mr. Stine noted that the wording would state, “property currently owned by Mrs. Mumper”.

Mr. Crissman noted that it states that a note shall be added that curb will be provided at the time that any adjoining property currently owned by Mrs. Mumper is developed.

Mr. Seeds noted that it would create another snake affect on the road. Mr. Hawk noted that is not the issue as far as this plan is concerned. Mr. Seeds noted that he would like to grant

the waiver, and then if the land is developed in the future, the Township would see the plan again. Mr. Staub noted that for this particular property, the Board's opportunity is lost to have Mrs. Mumper or her heirs do that work in front of these two lots. He noted that this is what the discussion was centered on at the Planning Commission meeting, noting that they were talking about Mrs. Mumper's other properties. He noted that if those properties were developed, it would trigger the widening and curb along these two lots.

Mr. Hawk suggested that it should read, that a note shall be added that curb will be provided at the time any adjoining property currently owned by Mrs. Mumper is developed and curb is required to be constructed along the street frontage of Devonshire Heights Road. Mr. Crissman suggested that the note should add, that curb will be provided at the time that any adjoining property currently owned by Mrs. Mumper is developed and curb is required to be constructed along the street frontage of Devonshire Heights Road.

Mr. Fleming noted that the comment and the waiver came about because, originally, the plan came in with a request for a waiver from the requirement to do widening and curbing and sidewalk. He noted that when he viewed the subdivision and property, it was noticed that the property on the opposing side of the road already had been curbed, widened and installed sidewalks. He noted that by ordinance, sidewalk is only required on one side of the road. He noted that since the opposing side had been improved, he did not support the waiver. He recommended that the widening and curbing be installed at this time, to provide consistency in the roadway. He noted that Mr. Staub pointed out the financial hardship to support the waiver, and he recommended that a deferral be proposed in its place. He noted that it would allow this subdivision to occur, but, if any of the properties in the area would ever be developed, widening would be necessary, and the Mumper's would be put on notice that curbing and widening may be

required at that time. He noted, if another developer's traffic study showed that curbing and widening would be required, that the curbing and widening would need to be done, adjoining property improvements would require curbing and widening at that time.

Mr. Seeds noted that any adjacent property, not just Mrs. Mumper's current property, would call for curbing and widening as per the recommendation from HRG. Mr. Fleming answered yes. He noted that it preserves the Township's ability to have the Mumper's improve the frontage of their property which is supported by the Municipalities Planning Code. Mr. Seeds noted that it would include the property at 6531 Devonshire Heights Road, west of the proposed lot number two. Mr. Fleming answered yes. He noted that, at any point in the future, if the Township changes its policy, they could put the property owner on notice to complete the curbing and widening along the frontage of their property. Mr. Seeds noted that it would not make sense to have Mrs. Mumper do the improvements without the house to the west having already done it. He noted that Mrs. Mumper should only be required to make the improvements if the property at 6531 Devonshire Heights Road is required to do it, otherwise it would provide for a snake affect.

Mr. Hawk questioned if Mr. Seeds was in agreement with Mr. Fleming's comments. Mr. Seeds answered yes, and he stated that the note should state to the adjacent properties, particularly to the west. Mr. Crissman questioned why be specific to the west. Mr. Seeds noted that the widening is already completed to the west. Mr. Staub noted that Mrs. Mumper would be off the hook if she does develop her other two properties. He noted if the adjoining properties to the west never develop, then she would never have to provide curb or widening on these two parcels. Mr. Crissman noted that the key word is any. He noted that a note shall be added that the curb would be provided at the time that any adjoining property currently owned by Mrs. Mumper

is developed and curb is required to be constructed along the street frontage of Devonshire Heights Road. Mr. Seeds noted that that was not the recommendation from HRG. Mr. Staub agreed. Mr. Seeds noted that the recommendation was for property adjacent to the Mumper property. Mr. Staub noted that he came away from the Planning Commission meeting thinking that it was to be tied to Mrs. Mumper's development for the further development of her remaining acreage, but he guessed that is not what is being discussed. Mr. Crissman noted that he is using the word adjoining which is exactly what is printed in the note. Mr. Crissman questioned if this would be acceptable to Mr. Fleming and Ms. Moran. Mr. Fleming answered that it is acceptable. Mr. Seeds noted that it is acceptable, but it is not HRG's recommendation. Mr. Fleming noted that the intent of his comment is still met by that note, as it gives the Township the ability to have the frontage of these properties improved if adjacent properties are developed which is what he is seeking for the Township.

Mr. Crissman questioned Mr. Staub if he was able to speak for the applicant. Mr. Staub answered yes.

Mr. Crissman questioned Mr. Staub if he was in agreement with the three site specific conditions. Mr. Staub answered yes.

Mr. Crissman questioned Mr. Staub if he was in agreement with the seven general conditions, specifically, general condition seven which addresses HRG's memo, dated May 12, 2009, and if he was in agreement that those comments have or would be completed. Mr. Staub answered yes.

Mr. Crissman questioned if Mr. Staub was in agreement with the statement that he made for the second waiver regarding the note that he proposed. Mr. Staub answered yes.

Mr. Crissman questioned staff if they were in agreement to the language that he proposed. Ms. Moran and Mr. Fleming answered yes.

Mr. Crissman made a motion to approve to preliminary/final subdivision plan for Dorothy Mumper with the following waivers and conditions: 1) Waiver of the requirement to provide a preliminary plan; 2) Waiver of the requirement to provide curb along the frontage of Devonshire Heights Road. A note shall be added that curb will be provided at the time that any adjoining property currently owned by Mrs. Mumper is developed and curb is required to be constructed along the street frontage of Devonshire Heights Road; 3) Waiver of the requirement to provide roadway widening along the frontage of Devonshire Heights Road. General Plan Note 15 indicates that road widening will be provided at the time that any adjoining property currently owned by Mrs. Mumper is developed and road widening is required to be constructed along the street frontage of Devonshire Heights Road, the owner shall also be required to construct widening along the street frontage of Devonshire Heights Road; 4) Waiver of the requirement to provide a stormwater management plan. General Plan Note 16 indicates that the development of Lot 2 will not create additional impervious cover greater than 5,000 square feet; 5) Waiver of the requirement to provide elevation contours for the project. General Plan Note 17 indicates there are no steep slopes greater than 25% on the portion of Lot 2 where the proposed single-family is to be constructed; 6) Remove the words "sidewalk and" from the second waiver request on the plan sheet; 7) Adding curbing to the General Note 15 requirement or provide a separate comment regarding the future curbing requirement; 8) Provide an access easement agreement for the joint use driveway; 9) Plan approval shall be subject to providing original seals and signatures; 10) Plan approval shall be subject to the payment of engineering review fees; 11) Plan approval shall be subject to the establishment of an improvement guarantee for the proposed site improvements;

12) Plan approval shall be subject to DEP's approval of a sewage facilities planning module; 13) Plan approval shall be subject to Lower Paxton Township Sewer Department's review and approval of the sanitary sewer design; 14) Plan approval shall be subject to the fee-in-lieu payment of \$2300 for the creation on one new lot; and 15) Plan approval shall be subject to addressing all 12 comments from HRG's memo dated May 12, 2009. Mr. Blain seconded the motion.

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

IMPROVEMENT GUARANTEES

Mr. Hawk noted that there were six Improvement Guarantees.

Allentown Blvd Storage

An extension and 10 % increase in escrow with Lower Paxton Township, in the amount of \$8,414.91, with an expiration date of May 18, 2010. (Changed to November 18, 2009.)

Amber Fields, Phase IV

An extension and a 10% increase in a letter of credit with Sovereign Bank, in the amount of \$125,888.40, with an expiration date of May 18, 2010.

Old Iron Estates, Phase II

An extension and 10% increase in a letter of credit, with Fulton Bank, in the amount of \$110,890.45, with an expiration date of May 18, 2010.

The Townes at Autumn View

An extension and 10% increase in a bond with Developers Surety and Indemnity Company, in the amount of \$35,794.83, with an expiration date of May 18, 2010.

5710 Union Deposit Road

An extension and 10% increase in a letter of credit with Integrity Bank, in the amount of \$272,800.00, with an expiration date of May 18, 2010.

Briarsdale Road – 4 Story, 30-Room Hotel

A reduction in a letter of credit with Graystone Bank, in the amount of \$4,620.00, with an expiration date of April 7, 2010.

Mr. Blain noted that for the first Improvement Guarantee, Allentown Boulevard Storage, the increase is for \$8,000, and it is mainly for landscaping, stormwater inlets, etc., and he suggested that the extension only be granted for six months. He noted that the developer needs to get the project done. Mr. Hawk noted that the new expiration date would be November 18, 2009.

Mr. Blain made a motion to approve the six Improvement Guarantees as presented, with the noted change of expiration date for the Allentown Boulevard Storage to November 18, 2009. Mr. Crissman 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 and Lower Paxton Township Authority. Mr. Blain seconded the motion, and a unanimous vote followed.

Announcements

Mr. Hawk reminded the viewing audience that tomorrow is primary Election Day.

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 8:07 p.m.

Respectfully submitted,

Maureen Heberle
Recording Secretary

Approved by,

Gary A. Crissman
Township Secretary