

North Middleton Township Planning Commission

Township Building
2051 Spring Road
Carlisle, PA 17013

Minutes of the Planning Commission Tuesday, October 4, 2016

The meeting was held at the North Middleton Township building on Spring Road, in Carlisle, PA.

Attendance

Board Members-**Harry Kelso** (Chairman), **Ronald Anderson** (Secretary), **Pamela Martin**, and **Dennis Hurley**

Codes Officer-**Rodney Borda**

Brehm-Lebo Engineering-**Doug Brehm**

Solicitor-**Mark W. Allshouse**

Cumberland County Planning Department-**Steve Hoffman**

Planning Commission Vice-Chairman Bradley Mitchell was not present this evening.

Visitors

Nancy R. Augustine-222 Overfield Drive, Carlisle, PA
John D. Augustine- Overfield Drive, Carlisle, PA
Nancy S. Tritt-33 Silver Maple Drive, Boiling Springs, PA
Anthony Lorenz-724 Macarthur Drive, Carlisle, PA
Robert Visniski-RAV Associates
Fred Seltzer-515 West North Street, Carlisle, PA
Marcus A. McKnight, III, Attorney-60 West Pomfret Street, Carlisle, PA

Call to Order

Chairman Harry Kelso called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Public Input (non-agenda items)

No members of the public came forward at this time with any non-agenda items.

Approval of the Minutes for Tuesday, September 6, 2016

Mr. Kelso asked for any changes, corrections, or additions to the minutes from the Tuesday, September 6, 2016 Planning Commission meeting. None were requested. Mr. Kelso asked for a motion.

Ronald Anderson moved to approve the September 6, 2016 minutes as presented. Dennis Hurley seconded. All votes were in favor, and the minutes were approved as written.

Pending Applications

#16-01, Brubacker Property, Final Subdivision-Phase 1, Zoned: R-1, Sub-Residential, Total Acreage: 98.72, Expiration Date: January 14, 2017

From the Agenda:

This plan is Phase 1 of Final Subdivision of the Brubacker Property. The Brubacker Property is located on Waggoners Gap Road (western side, north of I-76) and is a total of 98.72 acres. Phase 1 is planned to be 37 single-family units.

Robert Visniski came forward to represent this matter. He noted that he had been here last month to present this plan and that he had been asked to take a look at a few things. He explained that he would go over what had been done since the last meeting. He mentioned that a number of waivers have been requested for the Commission to take action on. Mr. Visniski stated that a meeting had been held with the Township Engineer to try to resolve some of the outstanding comments. He said that this meeting had been held, and that a revised set of plans had been submitted after this meeting. He pointed out that the Commission has the latest review letter from the Township Engineer. Mr. Visniski said he believed that all of the major comments have been resolved, other than a few housekeeping items.

Mr. Visniski then noted that the Commission had asked him to speak with the Public Works Director. Mr. Visniski explained that he had contacted him by phone and e-mail, and that Lee Koch had said that all of the comments had been satisfied. Mr. Visniski then mentioned an issue that had been discussed at the last meeting, which was a request to use 15-inch pipes instead of 18-inch pipes. According to Mr. Visniski, Lee Koch was okay with that request. Chairman Kelso asked Mr. Brehm if he also was okay with this. Mr. Brehm indicated that he was. He also stated that he was okay with all of the waivers requested. He referred to his memo of September 23, 2016 and pointed out that it contains a short list of cleanup items.

Mr. Visniski then mentioned the issue of the fire hydrant locations which had been discussed last time. He stated that the Fire Chief is okay with the fire hydrant locations.

Mr. Visniski then talked about the stone access drive to the cemetery. He mentioned a phasing plan showing the proposed access drive. He noted the issue of keeping that access drive open during construction. He explained that a change has been made to a sediment pond so it will no longer encroach on the stone drive, which he said will stay in place throughout the construction of Phase 1. Mr. Visniski then stated that the plans for the N.P.D.E.S. and Erosion and Sedimentation have been approved.

Mr. Kelso asked about the access drive. Mr. Visniski pointed this out on a displayed drawing. He noted the location where a temporary drive will have to be constructed. Mr. Hurley asked if it was correct that there will be two accesses at some point. Mr. Visniski acknowledged that this was correct. He noted that eventually there will be a paved road through the development. At this point Mr. Brehm referred to the meeting that had been held and he stated that the Applicant had offered to post an escrow. Mr. Brehm noted that the driveway isn't being touched in Phase 1. He asked if the offer of the escrow is still on the table. Mr. Visniski stated that it is. He discussed this briefly. Mr. Brehm then talked about how construction cost estimates for escrows for improvements to the roads will be revisited as the phases go on. He asked Mr. Visniski if it is correct that this will be done with the driveway in Phase 2. Mr. Visniski acknowledged that this was correct. Mr. Brehm explained that there will be money bundled up in the construction escrow to cover the cost of it. He added that it is guaranteed to go in.

Mr. Kelso asked Mr. Visniski what the proposed timeline is for the build-out up to Phase 4. Mr. Visniski replied that the proposal is to start a new phase roughly every two years. He noted that this is market-driven and that it could happen sooner rather than later. He mentioned that there is a demand for housing in this area.

Mr. Kelso then mentioned that the County comments had been discussed last time. Mr. Hoffman acknowledged that all of his comments had been talked about. At this point Mr. Visniski stated that he had met with Lee Koch to review the water and sewer improvements along Route 74. He mentioned that the

locations of the water meter buildings had been finalized. He added that he didn't anticipate any issues with that. Mr. Kelso asked if it was correct that everything goes under the Turnpike. Mr. Visniski acknowledged that that was correct. Mr. Kelso asked for any questions.

Solicitor Allshouse spoke at this point. He described the situation of a builder rolling out the plans on the hood of his truck. He asked Mr. Visniski what tells that builder that he is not to touch that gravel driveway, or back a roller in it or put a bulldozer in it for the weekend and not block the driveway. This was discussed at some length. Mr. Allshouse acknowledged that he understood there are deeds and easement agreements. He said he couldn't figure out how the "non-paperwork guy" will have a note on the Plan that Mr. Borda can point to and say get your whatever out of the way of that driveway. Mr. Allshouse pointed out that this is the concern that has been raised by the Township Manager and the representatives from the cemetery, as well as through Zoning. Mr. Allshouse pointed out that this could be 16 words as a note on a plan, and would give Mr. Borda the ability to tell the construction workers to move their equipment or whatever to insure that the driveway is not blocked. Mr. Visniski suggested that something could be added to the Plan. Mr. Allshouse said he could supply the language. Mr. Visniski asked Mr. Allshouse to provide a note. Mr. Allshouse indicated that he would.

Mr. Kelso asked Mr. Brehm if wished to discuss anything. Mr. Brehm indicated that the issue just mentioned was probably the most important thing he hoped would be discussed. He referred to the plan provided for the stone driveway. He asked Mr. Visniski if it was not his intention to make that plan part of the plan set. Mr. Visniski responded to this. He said it was not his intention to record it. He explained that the plan shows that it can be done, and that it is a matter of public record. Mr. Visniski summarized that he would like to keep it as an exhibit. Mr. Kelso asked Mr. Brehm if he was okay with that. Mr. Brehm noted that it is kind of a legal question. Solicitor Allshouse stated that this can be done, as long as approval is conditioned upon either that phasing plan or continued proof of access. He went into some detail about guaranteed access.

At this point Mr. Brehm stated that if the Commission is inclined to recommend approval of the Plan, the motion should just cite whatever remaining comments Lee Koch may have, in addition to the Brehm-Lebo memo, and any outstanding permits such as PennDOT or N.P.D.E.S. Mr. Brehm also mentioned the eight waivers being requested. Mr. Allshouse added two conditions. The first being that access always be provided, either as shown on the current phasing plan exhibit, or by future agreement. The second being that a note be placed on the Plan forbidding any blocking of the access easement to the cemetery or the houses. Mr. Visniski asked if the Developer could say that with each phase, uninterrupted access will be provided. The following are the comments from Mr. Allshouse at this point:

I know that plan might not be the one that stays through Phase 4, based on other agreements. So long as the condition is that you understand that when you're coming in for Phase 2, Phase 3, Phase 4, that gentleman over there (Mr. Borda) is going to be saying where's the access? If at any point during construction the access is cut, that gentleman over there is going to be saying no more permits. You're done until you get that access in there. As long as that's the gist of the language, I'm fine with that.

Mr. Allshouse referred to the specific language of a possible motion. He said a motion should include a condition that the Developer will guarantee uninterrupted access to the cemetery and to the George property throughout construction, and a second condition that there be a note on the Plan saying that the access provided is not to be blocked, removed or prevented from use in any way during construction. Mr. Borda added that the access also must be maintained, in the event that a bulldozer runs across it or something like that. The escrow was briefly discussed again. Mr. Borda asked if the escrow will also cover the driveway in the event that it is damaged. Mr. Brehm replied that damages are another issue and that it may need to be mentioned in the plan note. He noted that escrow is not usually provided for damages. Mr. Borda explained that he just wants to make sure that it is taken care of if the access is torn up or damaged. Mr. Visniski said he believed he understood what was being asked for. He suggested having Mr. Allshouse talk with the Applicant's attorney to come up with some language. Mr. Allshouse pointed out that ultimately, if the damage is such that a car can't get through there, this would be denial of access, which is no different than blocking it or preventing access. He added that this would be a violation of Condition #2, and that somebody would have to fix it.

Chairman Kelso asked for any other questions. None were offered. Solicitor Allshouse suggested that public comment be taken at this time. Marcus McKnight commented at this point. He spoke at some length. The following three paragraphs are his full commentary.

I represent both the George family and the cemetery. They're both my clients. Just a couple things and I won't...I know you're ready to make a decision. This is not the George driveway. This is not the cemetery driveway. This is a driveway between the owner and the Turnpike. They didn't ask us where to put it. They just put it. And they said there it is, it's yours. No right to maintain it. No right to expand it, and no dimensions on where it is or a legal description as to what it is. They've done it without our knowledge or consent. And here's the big issue, and this is a liability issue for the Township. The George property cannot be accessed by fire trucks. The driveway is so inadequate, it's not nearly wide enough. Only a brush truck can get back there, and to my knowledge, brush trucks do not take very good care of structure fires. Do you understand that we were hoping that as part of the condition for this that they would provide a wide enough access road back to these properties, through their own property, so we could at least get emergency services? You can call it a gravel road, and I was hopeful that they would take the entrance of the gravel road out of the wetlands. There's no way we can expand that gravel road in the wetlands, to my knowledge, without getting special whatever. And they're not putting a road through the wetlands. We were hoping whatever access they wanted, to their Phase 1 would benefit us in some fashion so we could get out of the wetlands and get it wider so we could get a fire truck back there if there's a fire. And they can't tell us, it's not our problem. It's not our driveway. We have no rights to it, except to use it, and they did that without our knowledge or consent. The only way it's been maintained so far is, our tenant farmer being an independent sort of guy, has cleared the snow, and he's fixed it as he can and he's gone on to their property without their consent because it's too narrow for his own equipment.

That's the situation we find ourselves in. And so all we're basically asking is, please provide for us a decent wide enough driveway...I don't care if you put one course of blacktop on it so it can be properly maintained and plowed and so on. Have you ever tried...have your township officials ever tried to plow on a consistent basis, a gravel driveway? There's no way you can plow it properly without doing damage to it. We've got people living back there and he's got an operating farm back there and we have people who want to access the cemetery and we don't have any rights to this driveway, which is not on our land, which is not something we've agreed to, which is not something we have any rights to. And the entrance currently goes through a wetlands. I'm sorry, if you had a private pone(?) to this site, you'd be upset saying, you know, they took away our access to the part of town that we've done historically, and they said sorry, it's too expensive to..we've got to close it up, it's too expensive to maintain an overpass, but here's what you've got instead, this gravel driveway with no dimensions and no ability to maintain it and there it is and you've got to be satisfied with it because after all, we just did it out of the goodness of our heart. You don't deserve anything. So that's what we have and so all we're asking is, and remember the Township closed the township road, and I've read it and read it and read it and it said clearly, you have access. You have access and nobody can take that away from you, and they have, and they have and they've not provided anything that a fire truck can get back to. And it's not like we can demand that they expand it.

Here we are. And they want to put in a subdivision so that they can maintain property. I spent two years talking to the owner who said I want this road too. I want the road back there. I want the Turnpike to pay for it, well it hasn't happened yet, and the promises we've had from the Turnpike in our negotiations, we haven't heard word one since we met with them. If there's some sort of plan, again, they haven't talked to us about it. And the Turnpike is just big enough to do whatever they darn want to, and the heck with us. That's been the history. We want something that a fire truck can get back to our property with, and they've got to provide it if they want to provide homes for other people that the fire protection meets. Why is it that the George family has to be isolated back there without fire protection when they're planning a subdivision that has it. Why can't their access also provide access to us for fire protection? And again, it's not something we built or designed or laid out. They did it, with the consent of the Turnpike who funded it. They've got to provide something adequate for people so they don't die back there in a fire that nobody can get to except a brush truck. And you can verify it with your own fire company. That's what they verified with us. We can't get back there. Sorry. You've got a property that we cannot maintain with fire protection. Of course if our insurance company hears about it, they're not going to be very pleased, because they expect there's...it's in the township that's got to have some fire protection, but we get a brush truck. I hope you understand our dilemma. We have a gravel driveway which we didn't create, which the owner created, and now the owner treats it as if, well,

that's their problem. Sorry, it's not our problem. You created it, you've got to expand it so we can at least get fire protection back there, and I would suggest that you ought to put at least a rough course on it so that we can maintain it, even have our farmer go and maintain it if that's what we're doing. They didn't tell us we could maintain it. They just built it and said there it is. Be satisfied and go away. We're not going away, and quite frankly if there's a disaster back there and the place burns to the ground and the brush truck can't put the fire out, there are going to be issues. And it's right on the shoulders of these folks who want to maintain their own subdivision, and provide for it, but don't care one wit what they're doing to the adjoining property owner who has existed there for years, and a cemetery that has existed there before anything else.

At this point, Solicitor Allshouse had some questions for Mr. McKnight, based on what he said. Mr. Allshouse referred to Mr. McKnight's comment that the Township would have "liability." He asked Mr. McKnight to explain, in his capacity as a solicitor, how the Township legally has the ability to force the expansion of the roadway, and get into a private contract such that the Township has liability. Mr. McKnight stated that the Township at least has the ability to say that as a condition of approval, a driveway wide enough for a fire truck should be provided. This discussion about liability went on at some length. Mr. Allshouse pointed out that the ownership and the easement were created by parties that are not this township. He noted that the Township had nothing to do with the width, the size, the location, or the construction of the easement. He asked Mr. McKnight if he was saying that the Township has the ability to change what occurred between the owner of private property and the State of Pennsylvania. Mr. McKnight stated that as a solicitor, he would make sure, for public safety, that there was an adequate private road for fire trucks to get through. Mr. Allshouse asked Mr. McKnight to explain what authority this is based on. Mr. McKnight replied that the Township has the ability to approve a plan that provides for the safety of the adjoining property owners. He stated that the Township can demand improvements for other areas that impact this. Mr. McKnight described a possible situation where the George property has burned to the ground and it was stated in the news by the Fire Chief that only a brush truck was able to get back there. Mr. Allshouse asked Mr. McKnight if he knows for a fact that the Fire Chief has been telling the Township for some time that they can't get a truck back there. Mr. McKnight replied that he knows for a fact that the Chief has been telling his organization that, and that he should be telling that to the Township if he hasn't. Mr. Allshouse asked Mr. McKnight if he was saying that the Township can go to every substandard road in the municipality that only a brush truck can access and make all of those private owners expand those roads for a health and safety concern whether or not the Township was ever part of the development of that road. Mr. McKnight replied that it is in the case where the Township gave up a road under the theory that there would always be adequate access to those properties. He further stated that what was given by the Turnpike with the consent of the owner of this property was not adequate. Mr. Allshouse stated that he was asking Mr. McKnight to provide that explanation to the Commission. He noted that Mr. McKnight's key term was that the Township did something, and did take an action. He stated that he didn't agree with any of the rest of Mr. McKnight's conversation.

Mr. Kelso asked if anyone else wished to say anything. Nancy Augustine spoke at this point. She commented that she wasn't happy about this taking eight years. She talked about not feeling safe using the access. She acknowledged that housing is picking up, but she said she couldn't be sure that this project would actually be done in eight years. Ms. Augustine pointed out that the road will ultimately be provided. She asked why it can't be done now to "get us off your back, make us happy for once." She also stated that it is money now or money later.

Mr. Visniski stated that Phase 1 is being proposed and that he does appreciate the concerns about the gravel driveway. He said that the position of the Applicant is that this is a private matter. He asked that the Commission act on Phase 1 of the Plan, based on what is in the Ordinance, and what has been presented tonight. In response to a question from Mr. Kelso, Mr. Brehm stated that only Phase 1 Final Plan is being approved. Mr. Brehm went into some of the history of the Preliminary Plan approval.

Mr. Brehm had a couple of questions. He mentioned the driveway off of 74 and asked if this is located where the existing farm lane has always been. Nancy Tritt stated that her group was told that it was a tractor path and was used only by the farmer. Mr. Brehm asked if the farmer's mailbox was on Route 74. Mr. McKnight stated that the mailbox was on Meeting House Road. Mr. Brehm noted that the lane has always been there. He mentioned a bit of the history of Meeting House Road, and it being vacated. Mr. Brehm then mentioned that he had been given a copy of the agreement between the Turnpike and the Developer. He noted that the agreement talks about money being given for the improvements to the driveway. He asked if the additional 4

inches of stone mentioned in the agreement has been added. Mr. McKnight stated that the 4 inches of stone has been added, and that the Turnpike has said that there is nothing else they are willing to do.

There was some further discussion about the lane and whether or not it was always in the location it is now. Mr. Borda mentioned that he had driven back that road years ago when he was reading electrical meters for PP&L. John Augustine stated that the lane used to be signed, "Private Road, No Trespassing." Nancy Tritt stated that at the time the cemetery renovation was proposed, this was private property at the end of the cemetery property. She stated that technically it is still private property. She said that if the George property is sold, the access to the cemetery could be cut off. Nancy Augustine stated that she didn't know if the Georges have any agreement with the Turnpike Commission as was put through with the owner of the development area. She said that their access to the cemetery is only through the goodness of the Georges' heart. She added, "Technically, as far as I know we really do not have access."

John Augustine stated that early on, there was an iron gate that denied access beyond the old Kruger farmhouse building toward the Meeting House Cemetery. He said he didn't know when the iron gate was removed, but that it was in the last several years. Mr. Augustine then spoke of looking at Google Earth several years ago and seeing the lane as a dirt lane. He said that after the agreement between Waggoners Gap L.L.C. and the Turnpike, the gravel started to show up on the Google Earth pictures. He stated that since that time, the road has continued to deteriorate as the gravel has been pushed into the ground or off to the side as the farmer plows it. Mr. Augustine added that this has been at least three winters and that the road can't be considered adequate access by any reasonable business enterprise.

Nancy Tritt spoke at this point. She stated that the whole thing is very disheartening to them. She spoke of the Township being excited about the renovation of the cemetery in 2006. She stated that things went well until the Turnpike became involved, and simply wanted out of it. She talked about a small bridge on the property that isn't safe. Ms. Tritt indicated that the Township encouraged the cemetery representatives to do what they did with the cemetery. Mr. Kelso pointed out that back then, there were plans for three properties that took a road right back to the cemetery. He noted that the economy went sour and the plans sat for ten years. He also pointed out that the road would have been there by now if things had worked out.

Anthony Lorenz spoke at this point. He identified himself as Pastor of the First Presbyterian Church. He stated that the church has been prevented from burying their dead and worshipping their God. He said that the church has decided not to hold services at the cemetery until the access issue is resolved, due to the inadequate access and the inability to get vehicles back there. He added that the only thing that has changed is that the access road has continued to deteriorate.

At this point Chairman Kelso said he didn't think that all of the problems can be solved here, and that this matter should be moved on to the Board of Supervisors to see what happens there. He said it is important to keep the road open. He also said that the recommendations made by Mr. Brehm and Solicitor Allshouse make a lot of sense. Mr. Kelso addressed Mr. Visniski at this point. He asked him to speak to the owner of the property to see if anything can be done to improve the road and make it safer. He acknowledged that the representatives from the cemetery will be making all of the same complaints in front of the Board of Supervisors. Mr. Visniski responded that he would speak to the owner. In response to a question from Mr. Kelso about the note suggested by the Solicitor to be put on the Plan, Mr. Visniski said he would like to speak to the owner to come up with some language that is acceptable.

Mr. Kelso asked Mr. Brehm about the language he had suggested for the motion. Mr. Brehm stated that a recommendation for approval should be conditioned upon satisfaction of all of the comments from the September 23, 2016 memo from Brehm-Lebo, as well as any outstanding issues with the Water and Sewer Authority, the PennDOT permits, N.P.D.E.S., Erosion and Sedimentation, generally all permits, and the eight waivers. Mr. Kelso added the two conditions proposed by Solicitor Allshouse, which are that access must be continued during all phases of construction, and that a note should be put on the Plan to prevent any blockage of access during any construction phase.

The eight requested waivers were considered at this time.

Regarding the requested waiver for landscape screening on reverse frontage lots, Lots 154-156, and Lots 1-6, Section 180-34.E(1), Mr. Kelso asked for a motion.

Pamela Martin moved to recommend approval of the requested waiver for landscape screening on reverse frontage lots, Lots 154-156, and Lots 1-6, Section 180-34.E(1). Ronald Anderson seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver for computations for determining runoff and design of facilities, Section 180-78.H, Mr. Kelso asked for a motion.

Dennis Hurley moved to recommend approval of the requested waiver for computations for determining runoff and design of facilities, Section 180-78.H. Pamela Martin seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver for the requirement that the design of stormwater management facilities in excess of 20 acres shall be calculated using the SCS method, Section 180-79, Mr. Kelso asked for a motion.

Ronald Anderson moved to recommend approval of the requested waiver for the requirement that the design of stormwater management facilities in excess of 20 acres shall be calculated using the SCS method, Section 180-79. Dennis Hurley seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver of the minimum velocity of stormwater through runoff channels, Section 180.79.L, Mr. Kelso asked for a motion.

Pamela Martin moved to recommend approval of the requested waiver of the minimum velocity of stormwater through runoff channels, Section 180.79.L. Dennis Hurley seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver of the minimum pipe size of 18 inches in diameter for all roadway systems proposed for dedication to the Township, Section 180-79.M(1), Mr. Kelso asked for a motion.

Ronald Anderson moved to recommend approval of the requested waiver of the minimum pipe size of 18 inches in diameter for all roadway systems proposed for dedication to the Township, Section 180-79.M(1). Pamela Martin seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver for the increase in the post-development total runoff volume for all storms equal to or less than the two-year twenty-four-hour duration precipitation, Section 175-12.A.(1), Mr. Kelso asked for a motion.

Dennis Hurley moved to recommend approval of the requested waiver for the increase in the post-development total runoff volume for all storms equal to or less than the two-year twenty-four-hour duration precipitation, Section 175-12.A.(1). Ronald Anderson seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver of the requirement that driveway entrances or aprons within the street right-of-way shall be surfaced to their full width, and in no case shall be less than 10 feet, the type of surface to be the same as required for the street, where sidewalks are installed, the required driveway surfacing shall end at the street side of the sidewalk, Section 180-33.M, Mr. Kelso asked for a motion.

Ronald Anderson moved to recommend approval of the requested waiver of the requirement that driveway entrances or aprons within the street right-of-way shall be surfaced to their full width, and in no case shall be less than 10 feet, the type of surface to be the same as required for the street, where sidewalks are installed, the required driveway surfacing shall end at the street side of the sidewalk, Section 180-33.M. Dennis Hurley seconded. All votes were in favor, and the motion carried.

Regarding the requested waiver of minimum block length, Section 180-34.A.(2), Mr. Kelso asked for a motion.

Dennis Hurley moved to recommend approval of the requested waiver of minimum block length, Section 180-34.A.(2). All votes were in favor, and the motion carried.

Regarding the Plan itself, Mr. Allshouse suggested incorporating the motion previously made and recorded in the minutes, and discussed prior to the approval of the waivers. For clarity, the suggested motion is rewritten here:

The Brubacker Property Final Subdivision-Phase 1 is recommended for approval, based upon satisfaction of all of the comments from the September 23, 2016 memo from Brehm-Lebo Engineering, as well as any outstanding issues with the Water and Sewer Authority, the PennDOT permits, N.P.D.E.S., Erosion and Sedimentation, and generally all permits. Approval is also contingent on the two conditions proposed by Solicitor Allshouse, which are that access to the cemetery and the George property must be continued during all phases of construction, and that a note should be put on the Plan to prevent any blockage of the access during any construction phase.

Dennis Hurley moved to adopt the prior motion. Ronald Anderson seconded. All votes were in favor, and the motion carried.

Chairman Kelso asked for any further business. None was offered. With no further business before the Planning Commission at this time, the meeting adjourned at 8:11 p.m.

Respectfully Submitted,

Ronald Anderson
Secretary,
North Middleton Township Planning Commission

Michael S. Medvid
Recording Secretary