

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

Minutes of Board Meeting held March 17, 2009

A business meeting of the Board of Supervisors of Lower Paxton Township was called to order at 7:38 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, and David B. Blain.

Also in attendance were George Wolfe, Township Manager; Steven Stine, Township Solicitor; Lori Wissler, Community Development Manager; Dianne Moran, Zoning Officer, Attorney Steve Nicholas; Gary Huether, Arooga's Grille House and Sports Bar; and Jeffrey Staub, Dauphin Engineering Company.

Pledge of Allegiance

Mr. Hawk suspended the recitation of the Pledge of Allegiance as it was recited during the Sewer Authority meeting:

Approval of Minutes

Mr. Blain made a motion to approve the minutes of the March 3, 2009 business meeting. Mr. Hornung seconded the motion, and a unanimous vote followed.

Public Comment

Mr. Larry Gaiski, 4501 Elwill Drive, explained that he lives in the Chelsey Falls Development. He explained that he brought a sidewalk problem to the Board members during their May 2008 meeting, and he continues to have problems with the developer, Bottom Line Construction. He noted on March 23, 2009, Ms. Wissler, Mr. Miller and Mr. Fleming called a

meeting with himself and Bottom Line Construction to discuss the problems, and he had to take three hours from his work time to attend the meeting, and Bottom Line Construction failed to show for the meeting. He noted that it was a waste of his time and staff's time.

Mr. Gaiski explained that last August, when the developer installed the sidewalk, he put in 1,028 linear foot of sidewalk which solved the erosion problem that he had experienced for over a year and a half. He noted that he was under the impression that the easement was granted for the contractor to install the sidewalk and do the grading. He noted that when they installed the sidewalk, the contractor was very perturbed, and when he did the landscaping, he did a very bad job. He explained that he received three bids for the work, to grade the property and seed it; the bids came in at \$14,000. He noted for the property at 4519 Elwill Drive, the estimate was \$5,500, and for 4523 Elwill, the estimate was \$6,500. He noted that the residents cannot afford to pay for this.

Mr. Gaiski noted that this is a unusual development in that the homeowners sold out to a developer who is developing around existing homes. He noted that the Township has no jurisdiction for the sidewalk on their properties, but the developer must maintain a three-to-one ratio for the banks. He explained that he is in the process of taking Bottom Line Construction to court for the damages done to the properties. He noted by putting in the sidewalks they destroyed the three property owners' properties by not replacing the topsoil. He noted that the developer is responsible from the sidewalk to the street. He noted that he is unable to mow the grass in that area, and already had to repair his mower. He noted that they did not grade the area or remove the rocks or sticks. He noted that on the back side of his property, there should be a three-to-one ratio for the bank, which is shown in the plan. He explained that he spoke with Mr. Miller, who was very helpful, noting that he could not thank Mr. Miller and Ms. Wissler enough for all their

assistance. He noted that he currently has a three-to-two ratio for the back of his property, and he is unable to mow it or maintain the grass. He noted that if he does not mow the grass, the Township would be after him for not maintaining his grass at a proper level. He noted that the loophole for the developer is that they can wait until the end of Phase I to complete the final grading. He explained that when they did the grading they installed matting and planted grass seed, but they did not provide the correct ratio, and he is missing tonnage of dirt. He questioned the Board as to what he should do. He explained that he can't even walk on the hill to weed wack the grass.

Mr. Hawk noted that there are two issues; the lack of proper ratio for the bank, and the timeline for making the corrections. Mr. Hawk noted if the bank does not meet the plan requirements, the Township would have the right to make sure the developer makes the corrections. He noted that Mr. Gaiski would have to wait until the developer either makes the corrections or fails to make the corrections.

Mr. Wolfe noted, if the grading on the lot is not in accordance with the plan that is a violation of the land development regulations. He noted that Mr. Miller was instructed to contact Bottom Line Construction to determine their intentions in regards to completion of grading activities, but the Township is at the mercy of the phasing for the plan. He noted that the developer has the right to complete the improvements within Phase 1, and the SALDO does not permit the Township to mandate the developer to stage things at certain times. He noted that the issuance of building permits, or holding of bonds for public improvements or maintenance bonds would be the only wedge that the Township has.

Mr. Hawk noted that the developer must be aware that he needs to make the corrections. Mr. Wolfe answered that he would be made aware of it by Township staff. Mr. Gaiski

questioned how he should maintain his property until the corrections are made. He noted that he can't cut the grass or use a weed whacker as it is a very steep incline. He noted that he would not provide an easement to the developer for his property to complete the work, and the developer would have to fill the dirt into his property from their side of the street. He noted that the developer told him, "What you see is what you get, Larry". Mr. Hawk questioned Ms. Wissler if the developer knows that he has an issue if he does not meet the plan requirements. Ms. Wissler answered that Mr. Miller was to contact Bottom Line Construction to make them aware of what needed to be done. She noted that staff was to provide the developer with 30 days or a violation notice would be issued. Mr. Hawk stated that he would see if staff could put some pressure on the developer to change the slope. Mr. Wolfe noted that staff is trying to do that.

Mr. Seeds questioned if Bottom Line Development has done any other developing in the Township. Ms. Wissler answered that this is their first project. Mr. Hawk noted that he did not care for the developer's attitude. Mr. Seeds noted that they are acquiring a bad reputation at this point, which would create a history with the Township. He noted that the Township would look more closely at that developer if he would approach the Board in the future. Ms. Wissler stated that he would be coming in for approval for Phase II. Mr. Hawk questioned how soon they would be coming in with Phase II. Ms. Wissler answered that they pulled the plan due to the economy, but would be coming in sometime in the future. Mr. Wolfe noted that there would be an opportunity in the future for the Board to take more affective action than what could be taken now, to correct the situation. Mr. Seeds noted that the developer has not created a good rapport with the Board or the homeowners. Mr. Hawk noted that the timeline is the problem as this point.

Mr. Gaiski explained that he has suffered with the various issues for more than four years. He noted that staff tried to resolve the problem on February 23, and he had to take time

away from work, only to have the developer fail to show for the meeting. Mr. Hawk noted that it must be very frustrating for Mr. Gaiski, and he noted that the Township would try to put as much pressure as it can on the developer to complete the work.

Mr. Hornung noted that Mr. Gaiski stated that he would not permit the developer the right-of-way on the property to straighten the work. Mr. Gaiski noted that he does not want them on his property to correct the problem, noting that they must make the correction of topsoil from their side of the street. He noted that when they come on his property, they destroy it. He explained that they leave ruts that are unable to be mowed, and then they say, "What you see is what you get". He noted that he would have to rent a machine to level off the lawn, so that is why he does not want to let them on his property to make the correction to the wall. Mr. Hornung questioned if the developer would need access to the property to grade the topsoil. Mr. Gaiski noted that they could do it from their side of the property. Mr. Hornung noted that the developer would need to access the property to make the corrections for the three-to-one grade. Mr. Gaiski noted that they make machines to do what needs to be done, without accessing his property. He noted that he is making the job harder on the developer since they destroyed his property. He noted that they don't care about what they are doing, especially since they didn't show up for the Township meeting.

Mr. Hornung noted that they do not make machines that can reach over and grade a bank. Mr. Gaiski stated, if he must let them on his property, then they must have written permission to do so. He noted that the developer could grade the bank by hand, and he does not want to grant the developer access to his property to tear up his property again. Mr. Hornung noted that he would be willing to help Mr. Gaiski, but making it more difficult for the developer is not the answer. He noted that he would be willing to get involved to insure that the developer does not

tear up his land again. He noted that fighting with the developer is not the answer. He stated that he could understand Mr. Gaiski's frustration, and noted that the Board would make every effort possible to pressure the developer to correct the problem. Mr. Hornung noted that if he needs to come to the site he would do it.

Chairman & Board Members' Comments

No comments were presented.

Manager's Report

Mr. Wolfe noted that the Breakfast with the Easter Bunny event would be held at the Friendship Center on Saturday, March 28, 2009. He noted that reservations are required and a fee is charged for this program. He noted that space is limited.

Mr. Wolfe noted that the annual Easter Egg Extravaganza would be held on Saturday, April 4, 2009 at 1 p.m. at Brightbill Park. He noted that it is a free event geared for children ages from two to ten.

Mr. Wolfe noted that Berkheimer Tax Administrator is the Township's new tax collector for the 2009 Earned Income Tax and Local Services Tax. In addition, they have been selected to collect the taxes for the Central Dauphin School District, Swatara Township and several other local municipalities. He noted that Berkheimer has opened offices at 6003 Jonestown Road, Suite 233, with office hours, Monday through Friday from 9 a.m. to 4 p.m. He noted that residents filing their 2008 income tax would file with Capital Tax Collection Bureau.

Mr. Wolfe noted that communities across Pennsylvania are kicking off a Smoke Free Community Challenges. He explained that the challenges are in conjunction with the new State legislation that prohibits smoking in indoor public places. He noted that the challenges are voluntary, and citizens of Pennsylvania are requested to refrain from smoking in their homes and

vehicles, especially when they are around children who could be adversely affected by second-hand smoke. He noted that the Township supports the efforts of the Smoke Free Community Challenge and asks all residents to limit their smoking in their homes and in their vehicles.

OLD BUSINESS

Action on a collective bargaining agreement between the Township and its Police Department for 1/1/09 to 12/31/11

Mr. Wolfe explained that the process to complete the bargaining agreement is usually a year in length and there are many changes in the contract language. He noted that the contract maintains the basic working relationship that now currently exists among the Township and its police officers. He noted that the rate of compensation increase is 3% for each year of the contract. He explained that there are other minor benefit changes, but he noted that it provides for a good working relationship with the Township for the next three years.

Mr. Blain made a motion to approve the collective bargaining agreement between the Township and its Police Department for the time period of January 1, 2009 through December 31, 2011. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Resolution 09-15; Amending Resolution 98-15 and authorizing the Township's continued participation in the PLMC Municipal Utility Alliance for the procurement of electricity

Mr. Hawk noted that the Township is continuing to see an increase in the number of opportunities to join into more inter-governmental agreements, especially for shared services. He noted that the Township is a member of the Pennsylvania League of Municipalities and Cities, and as a member, the League has established a Municipal Utility Alliance, a non-profit entity to facilitate the bidding for utility services. He noted that the object of the Township is to provide

those services at the best cost and most efficient means. He noted that the agreement would allow the Township Manager to enter into sales and purchase agreements for the acquisition of utility services.

Mr. Wolfe noted that the initial responsibility is to work through the Alliance to procure electricity prior to the PPL rate caps expiring at the end of the year. He noted that the members of the Alliance expect PPL rates to increase up to 30%. He noted that the goal of the Alliance is to procure electricity for its participating partners at a rate that would be substantially less than that of the 30% increase.

Mr. Wolfe explained that the Township had been a member of the Alliance in 1998 when electricity was difficult to procure. He noted, with the advent of a different structure for purchasing and implementation of rate caps in the early 1990's, the need for the Alliance no longer existed.

Mr. Seeds questioned, in 1998 or 1999, if the Township had a savings of 15%. Mr. Wolfe answered that he did not recall the exact number. Mr. Seeds noted if the Alliance could save money for the taxpayers by providing lower rates to Township-owned buildings, it would be good for the residents. Mr. Wolfe noted that the Township is a significant consumer of electricity, noting that the Municipal Center's floor print is 50,000 plus square feet, the Friendship Center's floor print is 65,000 square feet, in addition to the Public Works and Sanitary Sewer buildings, and maintaining a large number of street lights and traffic signals. Mr. Wolfe noted that the electric bills cost roughly \$70,000 to \$100,000 a year. Mr. Wolfe noted that the savings could be close to \$10,000 to \$20,000.

Mr. Blain made a motion to approve Resolution 09-15, Amending Resolution 98-15 and authorizing the Township's continued participation in the Pennsylvania League of Municipalities

and Cities Municipal Utility Alliance for the procurement of electricity. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Mr. Hawk noted that there will be more Intermunicipal agreements in the future to secure the best cost effective pricing for services.

NEW BUSINESS

Action to appoint a representative to the County-wide Act 32 Tax Collection Committee

Mr. Hawk noted that the Pennsylvania Legislature enacted Act 32, which calls for one tax collector per County for Earned Income Tax and other local service taxes. He noted that Dauphin County has established a County-wide collection district for the Earned Income Tax, and they have asked each municipality to appoint a delegate and alternate to serve on the Tax Collection Committee.

Mr. Hawk suggested that Mr. Blain be appointed as the delegate and he would like to nominate himself to be the alternate. Mr. Seeds made a motion to appoint Mr. Blain as the delegate and Mr. Hawk, as the alternate delegate, to the County-wide Tax Collection Committee. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Action on bids for fencing at George Park

Mr. Hawk noted that the Township received two bids for backstop and base-line fencing for the Thomas B. George Jr. Park. He noted that the low bid of \$21,890 was received from Security Fencing Company. Mr. Wolfe noted that the bid was reviewed by staff and found to be complete. He noted that it is staff's recommendation to award the bid to Security Fencing Company.

Mr. Hawk noted that the bids were very close. Mr. Seeds noted that the bids were budgeted at \$50,000 and it is great that the bids came in under budget.

Mr. Blain made a motion to award the bid for backstop and base-line fencing at George Park to Security Fencing Company for a cost of \$21,890. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Sanitary sewer construction contract change orders

Mr. Hawk noted that there were four change orders for consideration for sanitary sewer construction in the Township.

Change Order #2 to the contract with Womex, Inc.
for the Linglestown Road force main

Mr. Wolfe noted Change Order #2 is a change in the contract times, with no increase or decrease in contract values. He noted that the contract times are listed on the change order for the Board's review.

Change Order #4 to the contract with Greenland Construction, Inc.
for the Earl Drive interceptor

Mr. Wolfe noted that Change Order #4 is for a time extension, with the times listed on the attached change order, and there is no increase or decrease in contract values.

Change Order #1 to the contract with M.F. Ronca and Sons,
Inc. for the Beaver Creek pump station

Mr. Wolfe noted that Change Order #1 for the Beaver Creek Pump Station is an increase in the contract of \$19,830 for additional concrete and paving, as well as the installation of a gate and fencing for a generator that was installed beside the pump station enclosure. He noted that staff recommends the acceptance of the increase in price. Mr. Hornung questioned the reason for the increase. Mr. Wolfe answered that the original bid specifications did not show paving to the

generator facility, or a means to get maintenance trucks to the facility. Mr. Hornung questioned if this was an oversight. Mr. Wolfe noted that it was left out of the specifications.

Change Order #1 to the contract with Monacacy Valley Electric, Inc.
for the Beaver Creek pump station

Mr. Wolfe noted that Change Order #1 was for an increase of \$969.08 for conduit for the electrical work to be done at the Beaver Creek Pump Station. Mr. Wolfe noted that staff recommends the payment of the increased costs.

Mr. Hornung questioned why it was necessary to increase the times for the first two change orders. Mr. Wolfe answered that the first change order was for a decrease in time, and the second one was a request for more time to get the work done. Mr. Wolfe explained that the pump station work is almost completed, with very little changes to be made.

Mr. Blain made a motion to approve Change #2 to the contract with Womex, Inc. for the Linglestown Road force main; Change Order #4 to the contract with Greenland Construction, Inc. for the Earl Drive interceptor; Change Order #1 to the contract with M.F. Ronca and Sons, Inc. for the Beaver Creek pump station; and Change Order #1 to the contract with Monacacy Valley Electric, Inc. for the Beaver Creek pump station. Mr. Hornung seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Resolution 09-12; Approving the transfer of Liquor License R-15764
to Arooga's Sports Bar at 4301 Linglestown Road

Ms. Moran noted that the Township has received a request from the Nicholas Law Office to transfer liquor License R-15764 from Swatara Township into Lower Paxton Township. She noted that Mr. Nicholas is present to make the request for the transfer process.

Ms. Moran noted that the license is currently issued to BCSM for use in Swatara Township and is held in an inactive status by the Pennsylvania Liquor Control Board (PLCB). She explained that the license would be transferred to 39 Ventures or Arooga's Grille House and Sports Bar located at 4301 Linglestown Road.

Mr. Seeds questioned if that was the location of the former Kokomo's. Ms. Moran answered that that was correct.

Mr. Stine noted that this was the time and date set for the Public Hearing on Resolution 09-12, approving a liquor license transfer of license number R-15764 to Arooga's Grille House and Sports Bar at 4301 Linglestown Road.

Mr. Steve Nicholas, attorney for the applicant, 39 Ventures LP, a Pennsylvania Limited Partnership noted that the company is owned by Gary Huether, who is present at the meeting. He distributed a copy of the proposed menu to the Board members, and thanked the staff and Township solicitor for the courtesies received.

Mr. Nicholas explained that the application is made pursuant to PA Act 141 which was enacted into law on December of 2000 and became effective in February of 2001. He noted that this Act drastically changed how business was conducted with liquor licenses in the Commonwealth of Pennsylvania. He noted before the amendment, a liquor license could only be moved within the municipality where it was first issued. He noted that Act 141 permitted the movement of a liquor license to any locality within the County, noting that the license could not be moved outside of Lower Paxton Township for a period of five years after the business is opened. He noted that the law was intended to help stimulate economic growth, and explained that a quoted system was part of the old liquor code as it was set by population of one license for every 1,000 inhabitants per municipality. He noted that over the years, the law was amended; and

as a result, an applicant could no longer apply to the PLCB to buy a license. He noted that an applicant must find a license and negotiate a price, to get the best price possible from someone who already has one. Mr. Nicholas explained that the license for the former KoKomo's is issued into Lower Paxton Township; however, that license is tied up in bankruptcy, and is unable to be transferred at this time.

Mr. Nicolas explained that the application for the transfer is a two-step process; the first step is the approval from the Board of Supervisors. He noted that the license was previously located in the Pagliarri's Restaurant in Swatara Township. He noted that the second step is the activity engaged with the PLCB, which means posting a large orange sign on the property from the day the application is filed until the day the process is completed. He noted that the second step with the PLCB is to conduct an on-site inspection to determine that the premises meet the regulations set by the Liquor Code. He explained that the minimum regulations for square footage for a tavern in Pennsylvania are 400 square feet. He noted that a license can be approved for a room 20 feet by 20 feet that could include the bathrooms, kitchen, etc. He noted that the applicant's restaurant would exceed 5,000 square feet. He noted that the LCB periodically checks to make sure the applicant is a person of good character and that they have the financial means to run the operations. He noted that Mr. Huether has been thoroughly investigated several times by the PLCB, noting that he currently operates two other Arooga's Restaurants, one at 7025 Allentown Boulevard, and the other at 1300 Camp Hill Bypass.

Mr. Nicholas noted that the current location is Responsible Alcohol Management Program (RAMP) certified, meaning that owner/manager goes through eight hours of schooling, and then they must pay a certified trainer to train all employees in the proper way to serve alcohol and to recognize underage drinkers, or patrons who have had too much to drink. He

noted that a new employee must review an orientation form that provides information on the seriousness of serving alcoholic beverages, and signage must be posted throughout the restaurant. He noted that the PLCB will only certify the restaurant after it has met all five steps.

Mr. Nicholas noted that it is good that Mr. Huether wants to invest in the local area, since he personally lives in the area and will take responsibility for his various restaurants.

Mr. Nicholas noted that once the owner receives his license, the Bureau of Liquor Enforcement will investigate the restaurants to ensure there are no violations. He noted that they are required to act on all complaints filed against a restaurant. He explained that Mr. Huether is very careful about who he hires. He explained that the liquor code violations are very expensive, noting that the first violation for serving a minor is a minimum of \$1,250; the second offense fine is \$2,250; and for the third violation, the license could be revoked. He noted that Mr. Huether has not had any previous violations of the liquor code at his other two restaurants.

Mr. Nicholas noted that this restaurant would be certified as a green restaurant. Mr. Huether explained that he had the first certified green restaurant in the Commonwealth. He explained that he has eliminated Styrofoam from the property, installed energy management systems, installed automatic hand sinks and toilet flushers that use low-water facilitators, installed a power saver box that reduces the carbon footprint and controls the spikes in electricity, and several other items.

Mr. Seeds noted that he did not recall when the Township has turned down a request for a liquor license, but he questioned if the orange sign must be posted on the property. Mr. Nicholas answered that it must be.

Mr. Stine questioned if anyone in the audience wished to be heard.

Mr. John Shellenberger, 5070 Carrollton Drive, noted that he is much in favor of the

business, but he had a concern for parking. Mr. Huether explained that he has been in contact with Mike Miller who owns the office building adjacent to the property and he has agreed to let the employees park in their parking lot. In addition, Josh from the 3B's Ice Cream has granted permission to use the property for parking for seven and a half months while they are closed. He noted that this would occur during football season which is the busiest time of the year for their business.

Mr. Stine noted that it would be in order to close the public hearing on Liquor License Transfer R-15764.

Mr. Blain made a motion to approve Resolution 09-12, approving the transfer of Liquor License R-15764 to Arooga's Grille House and Sports Bar located at 4301 Linglestown Road. Mr. Hornung seconded the motion. Mr. Hawk called for a roll call vote; Mr. Blain, aye; Mr. Hornung, aye; Mr. Seeds, aye; and Mr. Hawk, aye.

Resolution 09-13; Authorization to submit a traffic signal permit application to PENNDOT for facilities at the intersection of Jonestown Road and I-83

Mr. Wolfe explained that PENNDOT, as part of the I-83 Master Plan Improvement Project, would begin an improvement to the I-83 Jonestown Road Interchange this summer. He explained that the proposed improvement would close the Colonial Road exit ramp south bound and all traffic for Route 22, eastbound and westbound would exit the Progress Exit. He noted that traffic traveling eastbound on Route 22 would use a newly installed traffic signal to turn left to access Route 22 eastbound. He noted that westbound traffic would continue to use a yield ramp..

Mr. Wolfe explained that Lower Paxton Township is required to be the applicant for the traffic signal although it is totally sponsored and paid by the Pennsylvania Department of Transportation. He suggested that it may be a stimulus project under consideration by

PENNDOT. He noted that the next item on the agenda is the maintenance agreement for this traffic signal. He explained that the Township must maintain the traffic signal after it is installed in accordance with established PENNDOT procedures.

Mr. Seeds noted that PENNDOT has long range goals to make changes as part of the I-83 Master Plan. Mr. Wolfe noted that this is not part of that project as this upgrade is for the southbound traffic and not northbound traffic on I-83. Mr. Wolfe noted that the stacking ramp for the Progress Exit goes the length of I-83 to the I-81 ramp.

Mr. Seeds questioned if there is a copy of the plan. Mr. Wolfe noted that PENNDOT has not provided the Township with a set of plans.

Mr. Blain made a motion to approve Resolution 09-13, the authorization to submit a traffic signal permit application for facilities at the intersection of Jonestown Road and I-83. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote and a unanimous vote followed.

Resolution 09-14; Authorization to enter into a Traffic Signal Maintenance Agreement with PENNDOT for facilities at the intersection of Jonestown Road and I-83

Mr. Blain made a motion to approve Resolution 09-14, authorizing the Township to enter into a Traffic Signal Maintenance Agreement with PENNDOT for proposed facilities at the intersection of Jonestown Road and I-83. Mr. Seeds seconded the motion. Mr. Hawk called for a voice vote, and a unanimous vote followed.

Preliminary/final land development plan for Quality Inn

Ms. Wissler noted that the purpose of the plan is to permit the construction of a 3-story, 28-room hotel addition and expand the paved off-street parking area. The property is located on the northwest corner of Ridgeview Drive and North Mountain Road (200 North Mountain Road).

The tract consists of 2.9907 acres, is zoned CG, Commercial General District, and will be served by public water and public sewer.

Ms. Wissler noted on January 14, 2009, the Planning Commission recommended approval of the plan subject to addressing the comments. The Commission also recommended approval of the waiver of the requirement to submit a preliminary plan.

Ms. Wissler noted that Mr. Staub is present to represent the plan.

Mr. Seeds noted that the fourth comment from HRG, Inc. concerns the maximum permissible shear stress for retardance "D" vegetative cover is 0.6 psf. He questioned what this meant. Mr. Staub answered that Mr. Fleming was asking for him to put a geo-textile liner in the swale to prevent erosion. He noted that this was done as part of the E&S requirements; however, it would be left in place post construction. He noted that the webbing would allow the grass to grow in the spaces and stabilizes the earth to keep it from washing away. He noted that the velocity of the water is very high in the small swale.

Mr. Blain made a motion to approve the preliminary/final land development plan for Quality Inn #08-19 with the following waivers and conditions: 1) Waiver of the requirement to submitted a preliminary plan; 2) Location of all existing and proposed fire hydrants, fire lanes and fire department connections; 3) Plan approval shall be subject to addressing HRG's memo dated February 25, 2009 containing nine (9) comments; 4) Plan approval shall be subject to providing original seals and signatures; 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 payment of the engineering review fees; 7) Plan approval shall be subject to the Dauphin County Conservation District's review and approval an E & S Control Plan; 8) Plan approval shall be subject to Lower Paxton Township Sewer Department's review

and approval of the sanitary sewer design; 9) Plan approval shall be subject to DEP's approval of a sewage facilities planning module; 10) The proposed commercial building will be required to have a fire protection system as per Township requirements; and 11) All proposed site signage, including construction signs, shall comply with Article 7 of the Lower Paxton Township Zoning Ordinance. Mr. Hornung seconded the motion.

Mr. Blain questioned Mr. Staub if he was in agreement with the waivers, site specific and general conditions, and staff comments to include HRG, Inc.'s nine comments. Mr. Staub answered that he was in agreement and would meet the conditions.

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

IMPROVEMENT GUARANTEES

Mr. Hawk noted that there were three Improvement Guarantees.

Harrisburg Foot and Ankle

An extension in a letter of credit, with Commerce Bank, in the amount of \$28,000.00, with an expiration date of March 17, 2010.

Dauphin County Technical School

An extension and 10% increase in a letter of credit, with Commerce Bank, in the amount of \$124,630.00, with an expiration date of March 17, 2010.

Spring Creek Hollows, Phase 1A

An extension and 10% increase in a letter of credit, with Peoples Bank, in the amount of \$51,686.69, with an expiration date of February 17, 2010.

Mr. Hornung made a motion to approve the three Improvement Guarantees as presented. Mr. Hawk seconded the motion. Mr. Hawk called for a voice vote, and a unanimous voice 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.

Adjournment

There being no further business, Mr. Hornung made a motion to adjourn the meeting. Blain seconded the motion, and the meeting adjourned at 8:48 p.m.

Respectfully submitted,

Maureen Heberle
Recording Secretary

Approved by,

Gary A. Crissman
Township Secretary