

## MINUTES

### **LOWER SWATARA TOWNSHIP PLANNING COMMISSION**

**REGULAR MEETING  
AUGUST 24, 2023, 7:00 P.M.**

Meeting was called to order by Chauncey Knopp at 7:00 P.M. with the following present:

Chauncey Knopp, Chairman	Jim Diamond, LST Solicitor
James Young, Vice Chairman	Don Fure, Director of Codes, Planning & Zoning
Kimber Latsha	Rich Snyder, LST Planning/Zoning Coordinator
Shawn Fabian, HRG	Tonya Condran, Recording Secretary

Others present:

Ron Burkholder, Colony	Ben Heisey, RJ Fisher & Assoc.
Bill Briegel, Keystone Custom Homes	Sarah Young, Keystone Custom Homes
Chris DeHart, LST BOC	

Excused:

Dale Messick	Howard Crawford
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### **ROLL CALL & PLEDGE OF ALLEGIANCE**

### **APPROVAL OF MINUTES**

Mr. Knopp asked if there was a motion to approve the July 27, 2023, meeting minutes. The motion was made by Mr. Latsha and seconded by Mr. Young. All were in favor. Minutes were approved.

### **OLD BUSINESS:**

**a. Colony at Old Reliance** – Planning Commission File PC#2022-01. The proposed project is a Traditional Neighborhood Development (TND), consisting of 77 single-family lots, 42 duplex lots, 5 commercial/single-family lots, and 5 open space lots. Furthermore, the TND will include 6 local streets, improvements to/along Longview Drive, public water/sewer connections, and various stormwater BMPs.

Ben Heisey, of RJ Fisher & Associates, explained that at this point not a lot has changed, a lot of the comments from last month's meeting were around the work being done to realign Longview Drive. Additional comments were added to help provide appropriate detail to the plan for the realignment. The latest comment letters from HRG

were relatively minor, mostly administrative. He then asked for any questions or comments from the Planning Commission.

Mr. Young asked where the roadwork on Longview Drive was going to be located.

Mr. Heisey pointed out where on the overhead projection image of the plan. He showed where the widening and realignment would begin and end.

Mr. Young asked if basically it is taking out the bend in the road there.

Using the overhead projected plan, Mr. Snyder and Mr. Heisey explained that the new curve of the road will be softened. It is pulling a little to the south, so the driveways along there will be extended.

Mr. Young asked if the road would be widened down to the end of the entrance to the Colony.

Mr. Heisey explained that it would stop at the termination of the curve there; it would not extend down to the entrance of the Colony.

Mr. Young asked if there would be no right turn lane then or deceleration lane into the development.

Mr. Heisey said that there are no turn lanes proposed. It will be widened to the Township's standards with the appropriate shoulder.

Mr. Young asked what impact the widening of the road would have on stormwater issues on the development side of Longview Drive and also the property owners on the other side of the road.

Mr. Heisey responded that the proposed improvements would mimic the existing condition. At the peak of the curve, the stormwater sheet-flows across the road north to south, and then as you approach the edges of the curve, the flow will follow either side of the road. It is basically just an extension of the grades to maintain the existing drainage patterns; so, they are not creating any new concentrated flows that would be released onto somebody's property.

Mr. Knopp asked as the road is right now, is there water along the roadside?

Mr. Fabian said that he was not aware of any kind of erosion issues that exist at the curve; it is just more of a traffic issue there.

Mr. Snyder said that this bend has grades that were the original grades in Section 18B of Old Reliance. These are not indicative of what would be existing grades out there today, because each of these lots have been improved. He said he knows at least three of these lots have steeper slopes in the backyard.

[More discussion ensued on stormwater, grading, and road widening using the overhead projected plan.]

Mr. Snyder asked if there were swales put in the back of Old Reliance 18B.

Bill Briegel of Keystone Custom Homes explained that his company built those homes and answered that everything sheet-flows off of these three properties, so they had to put individual swales in each yard. But there is not a roadside swale cut into that site.

Mr. Knopp asked if there were any questions from the Planning Commission.

Mr. Latsha asked Mr. Fabian his thoughts on the erosion and if he felt there would be no significant impact.

Mr. Fabian stated that this was really close to the top of the hill. So, there is not a dramatic amount of offsite drainage getting to the road. And, as far as the road is concerned, since we are at a highpoint, there is not a ton of roadway coming to this location. So, he said he didn't have any concerns from a stormwater perspective on the curve, it is more of a traffic perspective that he has concerns about.

Mr. Latsha asked if what they are showing to be done is satisfactory to HRG.

Mr. Fabian stated that it is a pretty substantial shift in the roadway. It is about a good 25 feet or so that the road is shifting down, so he feels that this is resolving the issues that they were having out there. And he feels the steps that the Township took to put the guiderail up in this location follow the new alignment so that we don't come in

conflict with what they are going to end up constructing when we get to that part of the project.

Mr. Snyder said that on the apex of the curve, the roadway is being shifted one entire roadway-width south.

Mr. Knopp asked if there were any further comments from the Township Staff.

Mr. Snyder advised that that one of the items that needs to be discussed tonight is the waivers requested versus a fee-in-lieu-of. At the last meeting, we had four different scenarios, none of which had a quorum to support any one of those scenarios, so in order to move the plan forward, we should discuss that and have a recommendation moving forward. Those waivers pertain to Section 606 and 607, curbs and sidewalks, along Longview Drive.

Mr. Heisey added that from their standpoint, the curb and sidewalk along Longview Drive is a requirement that they would address in their Subdivision Ordinance. He feels the alternatives are they either show it on the plan as an improvement, or to request a waiver. It is not something to be kicked down the road with the plan, it has to be addressed. When they submitted the waiver, they had a number of reasons why they felt curb and sidewalk along this portion of the road wasn't a great idea. They would like to move forward with the waiver with the fee-in-lieu-of, rather than just a straight waiver from the Township; then the Township could take those funds and use them somewhere else where it is needed or if in the future it is decided that it would be beneficial to install curb and sidewalk along Longview.

Mr. Young asked what if the BOC accepted a fee amount in lieu of putting the curbs in, then the project gets delayed and the Township decides that we defer it and now we want to install curbing, but the 2023 amount that we agree on may be inadequate 18 to 24 months down the road. He asked how we would deal with that.

Mr. Heisey responded that maybe there are ways to accrue interest, but he is not sure how that is handled.

Mr. Fabian stated that the way the Financial Security handles that is to allow an optional 10% adjustment to the cost each year. If we see a drastic increase in inflation

that would affect our ability to execute the Financial Security should somebody walk away from something.

Mr. Diamond added that the fee-in-lieu-of is not under the MPC, but this would be whatever the party agreed to here.

Mr. Latsha asked what the number was.

Mr. Young said it was approximately \$135,000.

Mr. Briegel added that this is not a Financial Security issue, rather a Fee-In-Lieu-Of. He also stated that he didn't want to be in the position that 20 years from now, the Township wants curbs and sidewalks. He said he'd like to get it all taken care of now. So, if it is decided that the Township wants them to be put in, they will do that, or offer the Fee-In-Lieu-Of amount. He also stated that they don't see the deferral process in many townships these days. He said they are happy to either put them in or offer the fee, but they are not in favor of deferrals, unless there is a reasonable specified time frame with the deferral.

Mr. Young informed Mr. Briegel that generally with past practice, we usually prefer a deferral over absolute waivers, but we have listened to their suggestions and their position on this, so we are just trying to maximize our protection for the township if we are going to deviate from past practice.

Mr. Briegel assured Mr. Young that he understands the situation because he was also once a Municipal Engineer. He said he really doesn't see the need for curb and sidewalk at this location for a very long time. But this is based on his prior experience, he acknowledged that he does not know what the future may bring.

[Discussion on this topic continued between the Planning Commission members.]

Mr. Briegel said he'd like to pitch another idea. He said if the Planning Commission really wanted a deferral, a logical thing may be to give the deferral until the time that the streets are dedicated. It could then be a deferral that could also be deferred to a waiver. So, if by the time the streets are offered for dedication and the Township has not decided to do it, then it becomes an automatic waiver.

[More discussion between the PC members.]

Mr. Knopp asked Mr. Fabian for any further comments.

Mr. Fabian had no further comments at this time. He said the review comments were pretty much cleaned up so at this point it was just acting on the waivers and the administrative items that will need to be ready before recording.

Mr. Latsha asked if the calculation of the Fee-In-Lieu-Of amount is within the ballpark.

Mr. Fabian said he took a look against the Financial Securities and typically for a vertical curb it is \$30 per linear foot. The five-foot concrete sidewalk isn't exactly "apples to apples", they do that by square yard, and it comes up to within ten thousand dollars of what they have. So, he feels they are in the vicinity of what we get for Financial Security amounts.

Mr. Knopp asked Mr. Diamond for any questions or comments.

Mr. Diamond said his thought is that if you are doing a Fee-In-Lieu-Of it becomes irrelevant, it is not security for this; so even if they abandoned the plan and moved forward 20 years later, it really isn't connected to the project anymore so projecting out to figure out what the concrete cost may be is irrelevant.

Mr. Fabian agreed with Mr. Diamond on inflation. He feels this is something we don't want to sit on, we need to act on the choice that is made. We have identified a number of fragmentation areas in the sidewalks when we did the park & open space plan back in 2020. One example is along Spring Garden Drive. These areas could receive attention like this. So, he feels it is an interesting offer to entertain.

Mr. Latsha asked if we approve it as is, is the amount definitive or do the Commissioners have the final say on the amount. How does this work?

Mr. Diamond stated that the Commissioners have the final say on everything.

Mr. Latsha asked if they could increase or decrease the amount, and if they would send it back here for recommendation again.

Mr. Diamond explained that this is something that cannot be forced on the Developer. This is an interesting offer; we don't normally have this Fee-In-Lieu-Of concept.

Mr. Latsha asked if this is something that we put in writing.

Mr. Diamond answered that it will be put into a Developer's Agreement but also a Plan Note that upon plan approval will have that condition added to it.

Mr. Latsha asked when it would actually be paid.

Mr. Snyder explained that they have proposed in their last letter that the fee shall be paid prior to the recording of Phase 1 Final Plan.

Mr. Diamond added that another big condition that we have to make sure is in there is the sewer easement. We are dealing with a partnership now and not an individual. We're hopeful that the partner has been in the loop and will agree to it.

Mr. Snyder advised that it is Plan Note #32 which says the Applicant shall provide a copy of the fully executed Sanitary Sewer Easement Agreement, associated installation of offsite sewage facilities, prior to the project approval of Phase 1 final plans.

Mr. Latsha stated that, with that plan note, we will not be needing that in the motion as a stipulation or condition.

Mr. Knopp asked for any further questions or comments from anybody.

Mr. Young asked about pavement detail for the emergency access. He asked if that was something we would not see until they submit their Final Plan.

Mr. Heisey said they did add that to the plan. It is essentially the same cross-section as the local road, it is more robust than what you'd see with a typical paved path.

Mr. Knopp asked for the two waivers to be addressed.

1. Curbing requirements along Longview Drive: to waive the requirements and pay the Fee-In-Lieu-Of instead.

- Mr. Latsha made the motion to recommend approval of the waiver subject to the agreement to pay the Fee-In-Lieu-Of.
- Mr. Young seconded the motion.
- All were in favor.

2. Sidewalk requirements along Longview Drive: to waive the requirements and pay the Fee-In-Lieu-Of instead.

- Mr. Latsha made the motion to recommend approval of the waiver subject to the agreement to pay the Fee-In-Lieu-Of.
- Mr. Young seconded the motion.
- All were in favor.

Mr. Knopp then asked for a motion on the Preliminary Plan.

- Mr. Latsha made the motion to recommend approval of the plan.
- Mr. Young seconded the motion.
- All were in favor.

**NEW BUSINESS:** None

**OTHER BUSINESS:**

**September 28<sup>th</sup> Meeting** - The next Planning Commission Meeting will be scheduled for Thursday, September 28, 2023, at 7:00 P.M.

**PUBLIC COMMENT:**

There were no comments/concerns at this time.

**GOOD & WELFARE:**

Mr. Snyder discussed the concept of equity analysis as it pertains to residential projects. Currently, we have a \$2500 per housing unit fee for recreation purposes. The Developers have the option of either donating land to the Township, putting in park space with equipment, or donating land with park equipment on. This would be in lieu of the payment. Are we getting equitable land improvements or a combination of both compared to what they would pay per capita on a new housing development?

[Discussion ensued on the concept of equity analysis.]

There was no formal recommendation. All members present were in favor of moving this concept onto the BOC for their discussion.

**ADJOURN:**

A motion was made by Mr. Latsha and seconded by Mr. Young to adjourn the meeting. All were in favor.

Meeting adjourned at 7:56 P.M.

Respectfully Submitted,

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Donald A. Fure, Director of Codes/Planning & Zoning