

DALLAS TOWNSHIP PLANNING COMMISSION  
Tuesday, April 10, 2018

The Dallas Township Planning Commission held their monthly meeting on Tuesday, April 10, 2018 at 7:00pm at the Municipal Building located at 2919 SR 309 Hwy., Dallas, Luzerne County, Pennsylvania.

**PRESENT: CHAIRMAN, JACK DODSON, ROBERT BESECKER, JR., CHARLES KISHBAUGH, DAN JONES, WALTER BELCHICK, ZONING OFFICER, CARL M. ALBER, TOWNSHIP ENGINEER, THOMAS J. DOUGHTON, SOLICITOR, WILLIAM J. McCALL, AND SECRETARY, TAMMY MILLER**

Chairman, Jack Dodson, called the April meeting of the Dallas Township Planning Commission to come to order. Chairman, J. Dodson, asked for a motion to accept the Minutes and Treasurer's report from the previous meeting. Motion was made by C. Kishbaugh and seconded by W. Belchick. Motion was carried.

**MU – Campus Improvement** – Nick Argot from Borton-Lawson was representing on behalf of Misericordia University. N. Argot stated there are two items he would like to discuss tonight. The first is to grant an additional 60 day extension to the Planning Commission, because the only outstanding item is the NPDES Permit; we should have that in a few days and also, the extension I have now ends this Friday, April 13th. **Solicitor, McCall stated to let the record reflect Misericordia University has extended to the PC an additional 60 days in which to consider acceptance or rejection to the plan.**

N. Argot said he is requesting two waivers: **1) A waiver for the chain link fence around an existing detention basin.** The subdivision / Land Development Ordinance require a chain link fence around any basin 3 ft. or deeper. The basin we are using in our project area, again its existing; it is three and a half ft. deep. After further discussing the issue with Atty. McCall and Twp., Engineer, T. Doughton, N. Argot felt he would withdraw the waiver request for the chain link fence and put a fence in. **2) we are requesting waivers from Section 802.2 (B) which would prohibit site disturbance on slopes exceeding 25 percent across the whole site.** The slopes we are dealing with on campus exceed 25 percent and are already manmade; they are turf grass, we're just adjusting it. T. Doughton stated he had no problem on the sloping issue Solicitor, McCall stated based upon the recommendation of the engineer, I would advise it's an appropriate waiver to grant. It's up to Commission's discretion whether they want to or not. Chairman, Dodson said do we have a motion on the waiver. R. Besecker, Jr. made a motion to approve the waiver and seconded by W. Belchick. Motion was carried to approve the waiver.

N. Argot stated he will **return next month** with the NPDES Permit and will be requesting approval for Phase I, which is the parking lot and then conditional approval on Phase II, which is the Science Building. We still have the **Sewage Planning Module that is outstanding on that.**

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**BMVH** –Bob Moosic from LaBella. R. Moosic stated the last technical comment that needed to be addressed was acquiring a Penn Dot HOP for our storm water connection for the underground stormwater management system. We received that and submitted it. With no other technical comments we are asking for Preliminary Land Development Approval. Twp. Engineer stated the only thing lacking was the permit; we received it on 3/20/2018 from Penn Dot. Everything else has been satisfied.

Chairman, Dodson asked for a motion for Preliminary Plan Approval. Motion was made by C. Kishbaugh and was seconded by R. Besecker, Jr., for **Preliminary Plan Approval.** Motion was carried.

T. Doughton said we will need to address the Escrow for security purposes, prior to issuing any building permits for Inspections.

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**Maple St. Subdivision - Returns** – Atty. Donald P. Roberts from Burke Vullo Reilly Roberts. Gary Farber and Lindy LaRue, from Milnes Engineering. Atty. D. Roberts stated there are questions about the ownership of the

unopened portion of Maple Street and would like to address that tonight. D. Roberts said his client owns a certain section that is partially opened and people's driveways that front, the Gushka's and the Mitchells. He explains the Gushka's signed a consent they would join. He said he's been in contact with Atty. Brennan as well. We are waiting for a response from the Mitchells. We believe they're in agreement because they've expressed an interest to buy a lot for a family member. Atty. McCall said in order to dedicate the passage of twenty one (21) years from the original subdivision; you need only a majority of the owners of interest that abuts on the private road. The township will not accept it unless the road is up to specs. D. Roberts said we understand that and said his client is willing to do that expense. We are waiting for the Mitchells response.

D. Roberts said the second issue is the DAMA moratorium –my client would like to continue and get conditional approval pending DAMA's approval and at his risk do some of the infrastructure, once it's approved. Atty. McCall said I think that can be addressed as part of the approval that it is subject to.

Lindy LaRue from Milnes Engineering said we are almost complete in addressing the County comments about the completion of the section of Maple St., to our property

The intent is to tie Maple Street into a portion of Catherine St. 21 years of acceptance –a petition not unless built to specs.

Conditional Approval is subject to DAMA's moratorium, county comments section of Maple Street. **Granting the commission an additional 120 days for rejection or approval.**

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**Friedman/Huntzinger Subdivision - Returns** –Easement Agreement - Dennis Evans, surveyor, Jeff Huntzinger were present.

Atty. McCall stated there is no title document on record for that property that extends a right of use for the roadway. If your engineer / Surveyors can establish that this roadway is owned or was part of the Wasserott to Cobleigh that it was part of what she owned then her descendants are the ones who can grant you the right to use it.

It's used as a perimeter of the description of the property, but there is no grant of an easement to use it. If you have what you're showing me are signatures of all parties; now is the time to have legal counsel prepare a document and they can all sign off. Bear in mind, I'm sure those beneficiaries of that easement agreement are going to want to see you take on some prorata share of the expense.

The grant of easement has to come from the person who owns the right of the road; according to the recorded document of 1990. In 1991 the parties at least were declaring.....OVER LAPPING TALKING

D. Evans requested a waiver on the HOP. Solicitor, McCall told him we have no authority to grant a waiver. D. Evans stated so that it doesn't require for the subdivision approval; that a building permit will not be granted until .....HOP has been presented to the township. J. Huntzinger said just so we can get the ball rolling. Solicitor, McCall stated the biggest problem is the Easement. It's to establish your right to use Gypsy Lane as a means of access to and from the property; the HOP that'll work out. You would have to be put on the agenda and have an engineer's ....T. Doughton spoke up and stated there are two critical issues that have to be solved here. J. Huntzinger stated it is perked and being designed right now. T. Doughton stated you have to have your Planning module approval. D. Evans said already sent. T. Doughton stated you need to have an agreement on the maintenance of the road with the township supervisors. That will involve an attorney. **Two people talking at the same time about the agreement with Saddle Ridge and the other with the Township.** J. Huntzinger said he

talked with Halbing about the agreement and talked with Jared, President of the Homeowners Association. T. Doughton explained to Huntzinger that it is in everyone's deed as a covenant; they must participate in the maintenance of Gypsy Lane. There was a lengthy discussion pertaining to the maintenance of the road. Any additional parties that come in have to be part of the maintenance agreement. D. Evans stated this is not with Saddle Ridge. T. Doughton stated it is the townships responsibility now, to do a yearly maintenance inspection to make sure emergency vehicles are able to pass through there, and has two points of access. If it does not pass inspection, the township will be responsible in order to making it passable and will assess everyone in Saddle Ridge and Gypsy Lane for the cost. It will be a lean on the property not as a bill.

D. Evans asked should we have Mr. Friedman and Mr. Huntzinger on the Easement agreement.

Solicitor, McCall said if Mr. Friedman sis going to be owner of a portion of this property, otherwise...

D. Evans said okay. We would like to extend a 90 day extension. Solicitor, McCall stated let the record show they extended an additional 90 days for Planning Commission to consider the project before voting to reject or approve. 40M 28S

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**TBI-Wedding Lawn/Pavilion/Pergola** – Dan Monk was representing on behalf of the Beaumont Inn. D. Monk stated we are here tonight to ask for approval to use the pavilion. The intent of this project is to construct a Wedding Lawn facility, in which a foot path will be constructed off of the existing footbridge. It will be leading out across the existing lawn, over to a pavilion to be constructed and the ceremonies held, lawn seating on the grassy area. The only disturbance we will be dealing with is digging out this flagstone path. To permit access to the footbridge without having patrons passing through the existing chairs; the restaurant will be in operation, we are providing an access path from the parking area, underneath a small 7' x 7' pergola-open roof in which it'll come across a flagstone path to get to the footbridge to get to the pavilion. We went through the additional calculations to determine if we were adding additional impervious area for the site that was already approved by NPDES and Chapter 105 with DEP and it was determined we have adequate volume of credit in our infiltration trench in the parking area that the additional impervious area had no impact. We are still under our credit from the previous project application. Chairman, Dodson said so this is a separate Land Development.

**T. Doughton's comments:**

The wetlands have been delineated under the overall project; this is within the overall project that is about 80% completed.

The E&S Plan including the NPDES Plan, Doughton received an email, in which Nathan Tollinger was told to get in touch with the Conservation District in regards to the NPDES Permit. They had no comments or objections to the additional impervious being created and any affect for erosion & sedimentation control.

The existing storm water management system appears to have enough reserve to pass through the flagstone rocks. The stormwater comments have been satisfied with all Land development submittals. Construction is presently ongoing for the referenced land development with a valid NPDES that is still enforced. The applicant has supplied the following DEP worksheets:

A. Work Sheet 4 – Change in Run off Volume of a 2 year Storm

B. Work Sheet 5 – Structural BMP Volume Credit

Doughton stated he received emails on both and there are no more comments.

Alber would like this in for the record: Alber said I want to make sure there will be no sides or walls what so ever on the pavilion or the pergola. R. Friedman said so noted, no problem.

Solicitor, McCall said the Easement agreement and the Developers agreement and O&M Agreement. I assume there is no O&M facility onsite, but it's a part of a larger development and it is not individually specified in the existing Developers Agreement. We will either need an amendment to it or a separate one for this. We have to have it on record for the Developers Agreement. This is our way of incorporating this into the pavilion project, so that there is not one section of it with no Developers Agreement, with no traverse any part of it in the event necessary for Storm Water Management. N. Tollinger stated we are requesting for Preliminary Plan approval with

the condition of those three of being brought to you. Solicitor, McCall stated and the performance guarantee. That will have to be approved by the Township Solicitor. R. Friedman said he will do the performance guarantee. Solicitor, McCall stated it is a requirement to post financial performance guarantee. Have them signed and deliver the Developers, Easement and O&M Agreement. That should be worked out with Mr. Brennan and Mr. Phillips as far as he wants to add to the existing to incorporate in that performance guarantee.

Solicitor, McCall said **it qualifies, subject to the delivery of the performance guarantee, acceptable to the Township Solicitor, a Developer's Agreement, an Easement Agreement, and O&M Agreement.** Motion was made by Robert Besecker, Jr., and seconded by C. Kishbaugh. Motion was carried.

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**TBI – Pavilion – Land Development Plan** – D. Monk said we are asking for approval to use the existing pavilion for our first event on Saturday, April 14<sup>th</sup>. We had UCC inspections by BHW, we passed those, they cannot issue a certificate of Occupancy (CO), until the Planning Commission agrees. DEP was out to look at the kitchen and it passed. We had Phil Trowbridge from Conservation District to look at the whole site to see if we are in compliance with everything. He sent an email today saying we are in compliance, no red flags. We have come up estimates for what it's going to take to complete the work in progress. It was forwarded to Mr. Doughton and I'm not sure if he has looked at it or not. T. Doughton stated he came and looked it over – READ ALOUD from the Ordinance for estimate costs. T. Brennan said to review the estimate to see if it's fair and reasonable. We added the 10% it came up to \$75,350.00 that would secure for Final Plan approval, which would allow occupancy of the facility. T. Doughton READ ALOUD Article 7, regarding the estimate costs. Solicitor, Brennan said he will technically decide tomorrow on the financial security whether it be a cashier's check or LOC. He cannot decide that unless there is an approval by this body. It is premature for him to decide what kind of financial security he would want.

Solicitor, McCall said is part of the pavilion project that you are dependent upon an agreement with Transco. R. Friedman said that was part of the requirement; I have received a letter from Transco. Solicitor, McCall stated he has seen it, but said it's not a commitment. It's an agreement to agree, to agree. Which means it's not an agreement. R. Friedman said they can't give him an exact location until they bury the pipe. Solicitor, McCall said you can't move forward. R. Friedman said this is all they can give me at this point and time, until they physically bury the pipe. Solicitor, McCall asked when are they going to finish the work. R. Friedman said 2 weeks ago they said it would be done within a month. Solicitor, McCall said you don't need a Final Plan approval; you need a Special Event Permit. I am reluctant to recommend to this commission that they provide a Final Approval when the Transco part is not complete yet. We don't know a location. D. Monk stated we know our location is, but Transco will not issue an exact coordinate until they bury their pipe.

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**Dallas Twp. Park – sketch Plan**, Scott Grundowski, ISA Certified Arborist.

This was brought in and shown by Scott Grundowski as a sketch plan for the Dallas Township Parks for South Side Avenue and Kunkle. They will present at next month's meeting.

Motion to adjourn was made by R. Besecker, Jr., and seconded by D. Jones. Motion was carried. There being no further business, the meeting adjourned at 8:55 pm.

Respectfully submitted,

*Tammy L. Miller*

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