

DALLAS TOWNSHIP PLANNING COMMISSION
Tuesday, February 13, 2018

The Dallas Township Planning Commission held their monthly meeting on Tuesday, February 13, 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., DAN JONES, CHARLES KISHBAUGH, WALTER BELCHICK, ZONING OFFICER, CARL M. ALBER, SOLICITOR, WILLIAM J. McCALL, AND SECRETARY, TAMMY MILLER, ABSENT WAS TOWNSHIP ENGINEER, THOMAS J. DOUGHTON

Chairman, J. Dodson called the February 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.

KILEY ASSOCIATES – New Intermediate School / Lot Consolidation – J. Hoffman from Kiley Associates was representing on behalf of Dallas School District. J. Hoffman stated you have seen this lot consolidation before, we are at the end of our Journey here with regards to the loud noise. I know Tom Doughton had issued a final letter which addressed both the lot improvement plan and where is Tom tonight. Secretary, Miller stated that Tom will not be here tonight due to personal issues. Solicitor, McCall asked who is handling Tom's services. Secretary, Miller replied, no one.

J. Hoffman stated the lot Improvement plan takes the existing parcels that are on record for the Dallas School District to combine them into one final parcel. This is one (1) of the conditions of the Special Exception and as well as the Land Development. So, this plan has been reviewed by all the agencies and we're requesting Preliminary / Final Plan Approval tonight.

Chairman, Dodson said to Mr. Hoffman, before we go too far, can you show us what Lots you're putting together. J. Hoffman said sure. The existing lot lines are labeled A, B, C, D, and E in the current deeds. The interior lot lines will be removed and altogether they will be combined into one final deed. So, that's the entire perimeter boundary of the existing school campus, which it includes all schools.

Solicitor, McCall said it qualifies for plan approval. We recognize it as a single parcel with no interior lines delineating each of the lots that comprised the whole. As far as I'm concerned it qualifies for Final Plan Approval. However, it does say on the plans Preliminary / Final Approval; it should be changed. J. Hoffman stated I would be happy to change the note, but we followed the Ordinance. We are concurrently asking for preliminary and final; same as land development, which is next.

Chairman, Dodson said do I have a motion: Motion was made by C. Kishbaugh and seconded by R. Besecker, Jr., for **FINAL PLAN APPROVAL**. Motion was carried.

KILEY ASSOCIATES – Land Development – J. Hoffman stated we have gone through County review, storm water management review. We received correspondence from Mr. Doughton by email. We did a follow up today through an email, letting him know we were bringing final copies of the plans tonight. I did receive an email from him stating that he was in Florida and technically the plans were complete on his end, and we believe that is the case for us as well. We did receive our NPDES Permit for earth removal of storm water management. I believe we've addressed all the technical comments as far as NPDES Permit is concerned. We will be respectfully requesting Preliminary /Final Plan Land Development Approval. We do understand the financial guarantee was approved by the Board of Supervisors. Drew McLaughlin stated yes the Board of Supervisors approved the Financial Security

Agreement and assignment of deposit account last week. J. Hoffman stated that T. Doughton brought up a few items up in the letter for final submission; now these were the Appendix of the Operations and Maintenance Agreement from Storm water management, which have been signed and notarized by Dr. Duffy on behalf of the School. So, I'm dropping these off tonight. Solicitor, McCall stated it would be a condition of Final Plan approval. J. Hoffman told him okay. So, we have these to present tonight as well as with the Easement Agreement. And we understand that the Developer's Agreement has been executed. Drew McLaughlin stated the School District says of the language, I've been informed by Solicitor, Brennan that the township will not execute the Development Agreement until Final Plan approval has been approved. Solicitor, McCall stated, the execution and delivery of those documents is a "condition" of Final Plan approval and until Mr. Brennan is advised that you received Final Plan approval, subject only to the execution of those documents to arrive. D. McLaughlin stated Attorney Brennan, described it purely as a ministerial act once this body renders a judgement on it. But the language is all worked out from the Districts stand point. J. Hoffman said we believe we've gone through the review process and have addressed all outstanding comments. If there are any other comments to address, we'll be happy to entertain them.

Solicitor, McCall stated normally I would ask you to confirm with the Township Engineer, that all requirements have been met and he's comfortable that there are no other issues. Unfortunately, we do not have an engineer, so he can't offer us that confirmation. I would not be comfortable without some kind of conformation from the Engineer. I have not received any direct conformation from Mr. Doughton and I don't believe any of the Planning Commission members have either. J. Hoffman said to Solicitor McCall can we ask for a conditional approval subject to Township Engineer, Tom Doughton providing that information to the township. Solicitor, McCall said I think that's a reasonable request.

Drew McLaughlin respectfully request subjects and conditions that this body feels appropriate and we can feel satisfied in due time. Solicitor McCall stated the unwritten position of the Commission has always been the do not issue Conditional Final Approvals. However, in this case it's not the applicant's problem that we do not have confirmation we wish, available. I think the Commission could well decide in this case we will make an exception. The Conditional Final approval will be subject to the receipt from our engineer of written confirmation that all engineering issues have been addressed satisfactorily and that the agreements require – Developer's, Easement, and O&M Agreements be acceptable of Attorney McCall's review. That would be normal in any Final Approval. So, all we are adding is our receiving affirmative conformation from our Engineer, that all engineering issues have been resolved satisfactory.

Chairman, Dodson asked for a motion. Motion was made by D. Jones and seconded by C. Kishbaugh Solicitor, McCall stated once the Conditions are satisfied then the plans will be signed.

J. Hoffman said I was going to leave one set of plans for the record and then I was going to take the other ones back and bring the additional copies back for signatures.

III GUYS DALLAS, LLC – Tim Connolly from Tetra Tech was representing on behalf of III Guys. T. Connolly stated he resubmitted the plans and the response to the comments around January 23, 2018. I understand Tom's not here. Solicitor, McCall said didn't you know it took two years to build a parking lot. I see you edited the time period as two (2) years in the Developer's agreement. I think one year would be sufficient and obviously if you need additional time. I don't think by this commission they provided a two (2) year period to construct a parking lot. T. Connolly asked Attorney McCall if he would modify it or if he should modify it on the agreement. Solicitor, McCall told T. Connolly in the Review he will indicate that it's been revised T. Connolly said the reason I did that was because I know they wanted a little more time to construct it because of the cost.

C. Kishbaugh asked if they are allowed to be using the parking lot at this time. C. Alber spoke up and said no, but they are. Joe from III Guys said we tried blocking it off, but they pull in there anyway. Carl said you are going to have to do something, because it is not supposed to be used what so ever, until you receive Final Plan approval for that project.

Solicitor, McCall stated the applicant has demonstrated his willingness to comply with terms of the township as far as reviews. McCall reiterated on the discussion about not using parking lot until it has approval. Do what you have to do, in order to keep your patrons from using it.

R. Besecker questioned as to whether or not there was ample lighting there. T. Connolly stated he thought there was enough and didn't want to go that route. Joe from III Guys said there was someone from UGI that installed a new light on one of the poles. Solicitor, McCall asked T. Connolly to be in touch with Mr. Doughton with regards to R. Besecker's concern of sufficient lighting to maintain public safety. T. Connolly told the Commission before the next meeting, I will see as to where the lights are right now. We could add another light on another pole if necessary. R. Besecker said, if there is a dark spot there, that's where one should go, if needed. We also talked about the other parking lot where the hand rail is. I know that's not the design that we approved. Joe from III guys told him that would have to go through the contractor and that he was not in charge of that particular project. Solicitor, McCall stated we will bring these concerns up with Mr. Doughton and make sure Tom takes a look at it and see if there is anything, he can communicate with you, before the next meeting. Otherwise, we will see you then.

FRIEDMAN SUBDIVISION – Robert Friedman, land owner and Jeff Huntzinger, purchaser were present.

R. Friedman said we would like to make a two-acre subdivision off of Gypsy Lane, so J. Huntzinger can build a house on this piece of property.

D. Evans said what they wanted to do was sell the whole piece of property, but because of CLEAN and GREEN you can't, it would be illegal. So, they were going to cut off two (2) acres and sell them off. Eventually, down the road, they're going to sell another 1.726 acres and then keep selling pieces of the parcel each year so they can sell the whole piece together. You are allowed to sell two (2) acres per year, in CLEAN and GREEN.

Solicitor, McCall asked does this property front on the Emergency Road of the Saddle Ridge Subdivision. D. Evans answered yes, that's Gypsy Lane. Solicitor, McCall asked D. Evans what is the status of Gypsy Lane? D. Evans said it's a private road. R. Besecker, Jr. told Atty. McCall that was noted on the plans. Solicitor, McCall asked, is it opened and what is the nature of the road? D. Evans replied yes, it's opened, and it's a dirt road that's used. R. Besecker asked if there are other residential houses that feed off that road. D. Evans replied yes, I think it's more than ten (10). R. Friedman said there was a house just built recently on the other side. J. Hutzinger said that would be Jack Cobleigh and points to the map where his location is.

Solicitor, McCall asked who owns Gypsy Lane. D. Evans stated we've looked and we haven't really seen an actual owner of Gypsy Lane; it's considered a private Lane. Solicitor, McCall asked is it part of a prior subdivision, a recorded plan. Zoning Officer, C. Alber said if I'm not mistaken and from what I understand, is when the subdivision of Saddle Ridge was put in, the county made them put in an EMERGENCY ACCESS ROAD. That road is maintained by the Home Owners Association of Saddle Ridge. They had to have an access in and access out. J. Huntzinger said there is someone who does maintain the road during the winter months.

Solicitor, McCall stated you are going to use it as the roadway of which you front; it's not a public road, it's a private road. The normal restriction is that no "private road" may have more than two (2)

residences on it, unless the owner of the road and the properties meet construct on an agreement. D. Evans stated we just had a subdivision approved here last year on that road. It was already considered a private road.

Solicitor, McCall stated we need Mr. Doughton's input. D. Evans stated yes, I believe last time he addressed it and the Planning commission was satisfied with it and he's not here to address this time. We are still waiting on DEP, anyways. So, it'll probably be another two (2) months between getting that and approval. By that time, we should have an answer for you guys.

Solicitor, McCall stated he needs to have more information, because it may be necessary of not knowing what the terms of the agreement are, between Saddle Ridge and the Homeowners Association, whether it impacts this. Chairman, Dodson stated if we did one last year, and Tom was here, then he knows everything about it. D. Evans said I do believe that would be the case. I know Mr. Doughton was here for that case as well. Chairman, Dodson told them the next meeting will be March 13, 2018.

ROME – JESSE SUBDIVISION – (First presentation) Randy Perry from Northeast Surveyor's, LLC was representing on behalf of Richard Rome and William Jesse. R. Perry stated we received the letter from DEP, today.

R. Perry stated there are two parties, (Rome) and you have (Jesse). William Jesse; he has the house, well, septic, everything and he also owns the Old Rail Road Bed – both pieces of property. Were really only creating one new lot. Rome owns this big piece to which Carpenter Road runs through and he owns on both sides. So, we're starting with three lots and were ending up with three lots, but we're reconfiguring. What's happening is Richard Rome is going to sell tract A to William Jesse. Now Jesse is going to retain tract B, in which he already owns, he's retaining a portion of the railroad bed and add it to his existing lot, Lot #1, which it will give him more road frontage and he'll end up with one lot. R. Perry stated the railroad bed is a deed to itself and the house is a deed by itself. THAT'S WHY IT'S THREE LOTS. Then the final step is to divide what's left, using Carpenter Road as the subdivision line dividing it into two lots. William Jesse is going to convey tract C to Rome. Tract C which is the remainder of the rail road bed that is going to be sold. Rome is getting tract C, Jesse is getting tract A.

We did the soil testing and received the letter from DEP. Tract B is owned by Jesse already he is getting tract A and he's adding both of these into one lot. Solicitor, McCall told R. Perry you're going to need all their signatures, and all on the authorization also, because you are acting on behalf of both - Rome and Jesse. R. Perry said yeah, that's not a problem. Jesse is in Florida and I'll email him the documents and get his signature and he can send it back to me.

Solicitor, McCall stated Tom's asking for determination whether there are or are not wetlands on site. R. Perry told him obviously, there are wetlands; I always put it as # 13. Solicitor, McCall said that's a jurisdictional determination, but if someone with the appropriate initials after their name, indicating there are. R. Perry said right, and that's our point; there's forty-five acres here, obviously, part of it is a stream that runs right through it. Solicitor, McCall said so what your saying is there are wetlands on lot 3. R. Perry stated yes on lot 3 and this is where your building area is back here. Solicitor, McCall said we need to do a jurisdictional determination by whatever eco-scientist is used to do it; to advise that there are wetlands, but are limited to lot 3; if that is the case. R. Perry said okay, just to say whether there are wetlands or not. Solicitor, McCall stated you can request a non-building waiver with respect to when in such time as for the developers report. Solicitor, McCall asked R. Perry is anyone's home on it. R. Perry told him no, it's vacant. I do believe they wanted to build on lot 2, somewhere. Lot 3, he knows there is buildable land on it, he can build on it. So, all we need is a yes or no on this, I can talk with Tom on this. Solicitor, McCall said you confirm that with Tom and we'll see you at the next meeting. R. Perry asked if

there are any other issues. Solicitor, McCall told him this is the first presentation and the first time Planning commission has seen it. Do we have County comments yet? R. Perry said yes, we do. Solicitor, McCall stated County comments are minimal. Just please get the authorized signatures before next the meeting. They will return next month –March 13th.

Motion to adjourn was made by D. Jones and seconded by W. Belchick. Motion was carried.

There being no further business, the meeting adjourned at 7:56pm

Respectfully submitted,

Tammy L. Miller

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