

PLANNING COMMISSION MEETING
MINUTES
OCTOBER 11, 2022

The Dallas Township Planning Commission held their monthly meeting on Tuesday, October 11, 2022 at 7:00pm in the Administration Building located at 105 Lt. Michael Cleary Drive, Dallas, Luzerne County, Pennsylvania.

ATTENDANCE

The following individuals were present: **(Chairman)** Jack Dodson, **(Members)** Robert Besecker, Jr., Dan Jones, Charles Kishbaugh, Daniel Mulhern **(Solicitor)** William J. McCall, **(Zoning Officer)** Russell Coolbaugh, **(Twp. Manager)** Martin Barry, and **(Secretary/Treasurer)** Tammy Miller. Also, in attendance were Nick Argot and Randy Perry. There was no one in attendance via Go To Meeting / phone included.

Approval of Minutes and Treasurer's Report:

Chairman Jack Dodson called the meeting to order, followed by the pledge of allegiance. C. Kishbaugh made a motion to approve the **Minutes** from September 13, 2022 Meeting and Treasurer's report. D. Jones second the motion. Motion carried.

Business before the Board:

GEISINGER DALLAS CLINIC, EXPANSION – Nick Argot with Borton Lawson, Engineering. Argot was representing on behalf of Geisinger Clinic and the building addition on their clinic here. At last month's meeting there were a few outstanding items. Nick stated most of the items have been addressed. The Developer's Agreement, a letter of credit – Financial Security, Storm water Maintenance Agreement, and Easement Agreement. The only outstanding item is the Financial Security, which we do have in draft form. The application was reviewed by Attorney Mosca; he was away last week, so he couldn't review the final draft to include it with this final packet. The financial security letter of credit is finalized and with that, the Developer's Agreement – the date of the letter of credit needs to be inserted into the Developer's Agreement, in which that's not signed either. The Easement Agreement and the Operations & Maintenance Agreement are included in this package and signed. Nick said these weren't modified at all from the draft that was given to him. Nick stated he did send them on September 22nd and did not get a response, so he assumed they were acceptable enough. None of the language for the Developer's Agreement has been changed, other than changing the names and that kind of stuff and inserted the amount for the Financial Security. Solicitor McCall asked if the exhibits were there. Nick stated yes, the exhibits have been included. Exhibit A is the property Deed, Exhibit B is the Cost Estimate, the draft letter of credit is not finalized, it's pending Tom Mosca's final review. The Storm water agreement and Easement agreement have both been signed and notarized by Geisinger, but not yet from the Township.

N. Argot stated at last month's meeting, there were questions as to what the additions were for. The main portion of the addition is for Convenient Care and then the smaller addition is for a Children's clinic.

Tom's comments: All the technical comments have been addressed. N. argot stated the sewage planning module is still outstanding and has been issued to DEP, electronically on Saturday. Snail mailed as of today. We would like to request, not a waiver but to allow construction to start; with the condition that the sewage planning module would be approved before building occupancy. Tom commented that DAMA and WWSA have approved the connection. N. Argot stated we request for conditional approval subject to getting the Letter of Credit and the Developer's Agreement finalized. Solicitor McCall said he has no problem with the conditional approval, but he would like to add another condition. Nick has stated the agreements that McCall has provided him has been signed and without any change. McCall stated he doesn't know that, until he reviews what has been signed. McCall stated make the motion Conditional upon receipt of McCall's confirmation that the agreements which are being submitted; have not

been revised after being provided to the applicant. The conditions are receiving the Developer's Agreement, Letter of Credit, and an Escrow for Inspections.

N. Argot stated he was just wondering if they needed to act on the sewage planning waiver request or discuss it any further? McCall stated we need you to make a presentation and would need to vote if it's a variation of the requirement of the subdivision/land development plan. T. Doughton indicated earlier that it does qualify, but we still have to have a request for it and then a vote by the commission, authorizing it. N. Argot stated he has the letter he wrote last month for it. Request from Section 407.7 and 824 of the SALDO from the requirement to provide a Sewage Planning Module for approval. We still intend on getting the sewage planning module from DEP; they have 120 days for their review and doesn't expect to have approval until February, March of next year. T. Doughton interrupted and told everyone that DEP has someone new in there and is making it a requirement for everyone to do a full-blown planning module. It has to be brought up at a supervisors meeting and adopted by the township, a resolution has to be adopted, which makes it very cumbersome. Tom stated with DAMA and WWSA approving, it obviously will be approved; it just may take (4) four to (6) six months. McCall asked Nick what is the proposed construction? Nick stated they want to start construction as soon as we get approval here. The full final construction won't be completed until early spring. McCall asked Tom as to whether the review would be done by DEP by then. Tom said he hopes so. McCall stated how do we get them final approval, if they haven't either complied with the requirement of the Ordinance or gotten confirmation. Tom stated we've done everything; the township supervisors executed the agreement and adopted a Resolution accepting the agreement. McCall asked is it us or them, that has to grant the approval of the planning module? McCall stated he is at a loss to understand how we're to waive a requirement that is apposed upon DEP. **Tom stated it is the risk of the developer.** Nick stated it's not a full waiver; we're going to address it. What we're asking is to start construction without the sewage planning module. McCall stated his concern is they're asking for a building permit, which were granting without compliance with the ordinance. Then, they get the building permit and complete construction, they come back, say we did everything according to the approval we received; we would like an occupancy permit to occupy the building and we do not have it. What do you do then? Tom stated it is the risk of the developer. McCall stated I think we need another document. We need a letter from the developer, acknowledging that if in fact, you receive a conditional approval, by which the township permits the construction of any building permit, that they agree to not seek an occupancy permit or hold the township liable in the event that review either is not approved or is not available; even though the project is constructed. Nick stated he drafted a letter that you reviewed last month that has all that information outlined in it. Copies were provided to everyone. The language is in the letter, should this waiver be requested: **The applicant acknowledges that should this request be approved by the Township, the applicant is performing this work at their own risk and liability for any and all work completed in advance of the Sewage Planning approval by PA DEP.**

McCall stated technically, they don't have the authority to do anything, other than what the commission authorized by a conditional approval. McCall told Nick he will need that indemnification language. Please have your counsel for Geisinger contact him to work out the language. We'll either do it in a separate document, or -----. Nick asked if he could still request for conditional approval? McCall said yes. We'll need a letter of indemnification holding the commission and this township and all agencies of it, exempt from liability. McCall stated to Secretary Miller we will work together on the language of the document, indemnifying the township and its agencies. Miller replied okay. Nick told McCall he will have Geisinger's legal counsel to give him a call. Chairman Dodson asked for a motion for Conditional approval upon receipt of the following conditions: Developer's Agreement, Letter of Credit for financial security, Storm Water Maintenance Agreement, Easement Agreement, Escrow for Inspections and confirmation of the agreements being submitted are the agreements that Solicitor McCall sent to Mr. Argot. Motion was made by D. Mulhern. Seconded by R. Besecker, Jr. Motion carried.

MISERICORDIA UNIVERSITY, SPORTS DOME – Nick Argot from Borton Lawson was representing on behalf of MU. for a Sprots Dome. N. Argot stated this is very similar to Geisinger's. At last month's meeting we had a few agreements to get in place. These agreements were reviewed by Attorney McCall. At the request of Misericordia there were some modifications made from them, in which Attorney McCall had denied some of them

and accepted some of them. The Developer's Agreement was largely intact, we just need to insert the exhibits. MU made the request to add some language into the Easement Agreement, which McCall denied. Nick told McCall he sent him another draft; he believes on October 4th. Nick said he never received a response back, so he assumed it was okay. McCall said he looked at his emails today and didn't see anything.

There were a couple of comments that we made on the stormwater; the O&M Agreement. We ended up taking the one out of the Storm Water Management Ordinance and signed it. So, that one is signed and should be good. The Easement Agreement, that had to go through the Misericordia Board for approval. They don't meet until Mid-month, which that meeting is coming up and that has not been signed yet. The Developer's Agreement hasn't been signed and again were just waiting on Attorney Mosca to review the financial security. Misericordia is not getting a bond or Letter of Credit; they will set up an Escrow Account with the Township. Attorney Mosca reviewed the Escrow Account, he was fine with that, he just needed to provide some language to insert for the Developer's Agreement. That's why that is not signed yet. The outstanding items are the financial security, the Developer's Agreement will be finalized once the financial security is in place, and the signing of the Easement Agreement, which will have to wait until after the Misericordia Board Meeting. McCall stated he will still need to see and confirm the O&M Agreement and Developer's Agreement. So, for the Sprots Dome, I'll make the same request; except this one we're not asking for a waiver from Sewage Planning. This project won't start until next year. We would like to ask for Conditional approval so that we can start putting the construction drawings together, getting the architect team on board. Nick stated our plans are preliminary/final approval. Chairman Dodson asked Tom for his comments. Tom stated all technical comments have been addressed. McCall told Nick we cannot grant you a conditional final approval, because we haven't received the documents with respect to ---- final plan approval. The only thing we can do is to give you conditional preliminary approval. Then you have to get the documents to us, it's just a matter of getting things signed. McCall asked where is your construction schedule? Nick stated that won't start until next Spring, depending on the weather and timing of the bidding for it. McCall stated so you have conditional preliminary approval. Now you need to establish getting the documents to us and establish the Escrow Agreement and financial facility has to be approved by Attorney Mosca. Once we have all of that, then you can proceed to final.

Chairman Dodson asked do we have a motion for a conditional preliminary plan approval? D. Jones made a motion upon complying with the following conditions: Financial Security, Developer's Agreement and signing of the Easement Agreement. Seconded by C. Kishbaugh. Motion carried.

WAGNER SUBDIVISION – Minor Subdivision Surveyor, Randy Perry was representing on behalf of Robert Wagner. R. Perry stated if you look at the before and after to the left side of the drawing, all we're doing is transferring six (6) ft from one property to another. Robert Wagner is getting six (6) ft off of his cousin, Robert Costello, Jr. His driveway is over the property line. You can see it in the bigger picture where the dotted line is. That line is to be removed because his driveway is over the line. He has one hundred (100) feet now and go to one hundred-sixty (160) feet. This was a subdivision plan that was taken 90% or so by Tom Dilley, back in the early 90's. We resurveyed it for Bob, because it was never completed.

Solicitor McCall asked Mr. Perry if he had to go before the Zoning Hearing Board on this. R. Perry said no. There is a note on the plan #14. R. Perry said R. Wagner's lot doesn't meet the zoning requirement width, but we are increasing it to make it better. The lot that we are taking it from does meet the width requirement. Back in the 90's it was granted a variance. Solicitor McCall stated it really has nothing to do with us. All we're being asked from one person to convey six (6) feet to the adjoining property #1 to rectify the fact that his driveway, presently is encroaching on the Costello property. Chairman Dodson asked do we have a motion for **Final Plan approval**? R. Besecker, Jr., made a motion. Seconded by D. Mulhern. Motion carried.

FELLOWSHIP CHURCH – Preliminary / Final Plan approval to expand the parking lot. Ira Fedder from Bassett Engineering was representing on behalf of Fellowship Church. I. Fedder stated this is Phase II of this Land Development since 2018. There have been some improvements to the property that he's not sure if they got

recorded, along with the last plan. I. Fedder stated he brought As-Built drawings for that. What we wanted to do with this preliminary/Final application is try to get all those improvements approved under this Land Development Application.

Chairman, Dodson asked Tom for his comments. T. Doughton stated he did not complete his review. We had a little miscommunication problem. He said he didn't receive the documents until yesterday. Chairman Dodson stated, so when you get done with your review, we'll all receive a copy of it, okay. Tom stated the last submittal for this was withdrawn and never did a review on it. This time it was submitted on September 23, 2022 but some documents were missing. Most importantly, storm water calculations and that's the biggest part of the review. Solicitor McCall asked Secretary Miller to provide Mr. Fedder with his email address, in order for him to email him the Developer's Agreement and Easement Agreement. That is, if your counsel wants to negotiate or for revising; they are free to do so. Chairman Dodson stated Tom will get his comments and see what you need and talk with Solicitor McCall if you need anything. We will see you at the next meeting.

PUBLIC COMMENT: None

Next Meeting November 9, 2022 at 7pm.

Chairman Dodson asked if anyone had anything else to discuss. There was nothing else. Chairman Dodson asked for a motion to adjourn.

ADJOURN:

D. Jones made a **Motion to adjourn**, seconded by **R. Besecker, Jr.**, and carried.
The Meeting adjourned at 7:54 pm.

Respectfully submitted,
Tammy L. Miller
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Secretary/Treasurer