

North Middleton Township Planning Commission

Township Building
2051 Spring Road
Carlisle, PA 17013

Minutes of the Planning Commission Tuesday, July 7, 2009

The meeting was held at the North Middleton Township building on Spring Road, in Carlisle, PA.

Attendance

Board Members-**Harry Kelso** (Chairman), **Bradley Mitchell** (Vice-Chairman), **Pat McDowell** (Secretary), and **Ronald Anderson**

Solicitor-**Mark W. Allshouse**

Codes Enforcement Officer-**Paul Fegley**

Brehm-Lebo Engineering-**Doug Brehm**

Cumberland County Planning Department-Jim Bennett

Visitors

Dennis B. Thomas-990 Longs Gap Road, Carlisle

Lisa Darr-1040 Longs Gap Road, Carlisle

Tim Darr-1040 Longs Gap Road, Carlisle

Call to Order

Chairman Harry Kelso called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Public Input (non-agenda items)

Chairman Kelso asked for any public input. No member of the public came forward at this time.

Approval of the Minutes for Tuesday, February 3, 2009

Chairman Kelso asked for any changes, corrections, or additions to the minutes for the Tuesday, February 3, 2009 Planning Commission meeting. None were requested.

Ronald Anderson moved to approve the February 3, 2009 minutes as presented. Pat McDowell seconded. All votes were in favor, and the minutes were approved as written.

Pending Applications

#09-01: Darr, Preliminary/Final Subdivision, Zoned Agricultural Holding, Total Acreage: 2.39, Expiration Date: October 5, 2009

From the agenda:

This project is located on 1040 Longs Gap Road. This property is located in the Agricultural Holding Zone west of Longs Gap Road and Trayer Lane. Mr. Darr wishes to separate 1.5 acres labeled Lot 1A to be joined to Dennis Thomas, labeled Tract #1, Parcel #29-05-0427-142. This is a simple lot addition which will not require a Form-B Waiver. The Applicant has provided a written request for this plan to be reviewed as a Preliminary/Final.

The Planning Commission will need to make a recommendation on the following:

- *Section 180-15.A-Preliminary/Final Plan Review*
 - *The Plan itself.*
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Mr. Fegley began the discussion. He described the documentation in the Commission members' binders. Mr. Fegley asked Mr. Thomas to come forward. The Darrs also came forward at this time.

Mr. Kelso asked who owns Lot 1 right now. Mr. Fegley indicated that Lot 1 is shown as being owned by Timothy B. and Lisa M. Darr. Mr. Fegley pointed out that the property owned by Mr. Thomas is known as Tract 1. He further pointed out the location of Lot 1A, and explained that this piece is the one that is being proposed to be separated from the Darr property and joined to the Thomas property. Lot 1A was noted to be a small, triangular piece of property. Mr. Darr explained that this will provide a simple right-of-way for Mr. Thomas to tie the property he now owns to the one he would like to buy. Mr. Mitchell asked Mr. Darr if it is his other lot, next to him that Mr. Thomas wishes to buy. Mr. Darr indicated that that was correct. He again explained that what this is all about is to allow Mr. Thomas to tie his existing ground to property that he would like to buy. Mr. Fegley asked Mr. Thomas if it is the lot shown with the last three digits of "166" that he is wishing to purchase from the Darrs. Mr. Thomas stated that this was correct.

Responding to a question from Mr. Kelso, Mr. Fegley explained that the lot ending in "166" is property that Mr. Thomas may purchase from the Darrs in the future, and that the Darrs are separating Lot 1A from Lot 1. Mr. Fegley further explained that Mr. Thomas owns land to the south and that this would be a connector to allow him to buy the Darr property at some point and connect to the property that he already owns. The Darrs indicated that this was correct. Mr. Kelso asked if it was correct that Lot 1A was going to go with the lot ending in "166." Mr. Fegley stated that Lot 1A would be joined to Tract 1 to the south, which is property already owned by Mr. Thomas. Mr. Mitchell asked if what is being done with the other lot would be a separate sale. Mr. Thomas responded that "it's really going to be combined." He spoke at this point:

When we agreed...I hope I'm saying this right...when I buy Lot 166, it was in the agreement that this will all be in one deal and there will be one payment for everything. Lot 1A plus 166 will all be in that deal.

Solicitor Allshouse pointed out that the question is which lot Mr. Thomas intends Lot 1A to attach to. Mr. Thomas stated that this will be Tract 1, which he identified as 990 Longs Gap Road. He further explained that Lot 1A will become part of Tract 1. Mr. Kelso noted that a Deed of Consolidation will be required. Mr. Allshouse acknowledged that this was correct. He pointed out that this is recommended in Comment #9 of Mr. Brehm's memo. Mr. Mitchell asked how wide the piece is that adjoins Mr. Thomas' property currently. Mr. Thomas stated that it is 60 feet. He pointed out a line that runs parallel and noted that in some places it will be 60 feet and in other places it will be a little bigger. Mr. Mitchell asked what will be going through there. He asked if there is any kind of road there. Mr. Fegley said he believed that this was just for Mr. Thomas to egress to the next property when he purchases it. The Darrs acknowledged that this was correct, and stated that this is all that Mr. Thomas wants to do. Mr. Mitchell asked if this will be egress by foot or by bike, or how. Mr. Allshouse responded that it doesn't matter since Mr. Thomas will be able to do whatever he wants with it once he owns it. Mr. Mitchell asked if Mr. Thomas will be able to put a road or a drive in there. Mr. Fegley indicated that he can. Mr. Allshouse explained that it will be his property, so he will just have to follow setbacks. Mr. Mitchell indicated that this is what he was trying to find out. He asked what the setbacks are and how much room Mr. Thomas will have there. Mrs. Darr stated, "Plenty." Mr. Fegley clarified that a driveway would be 2 feet but an access lane like that to connect will have to be 6 feet off the property line. Mr. Fegley summarized that Mr. Thomas will have "more than enough." Mrs. Darr stated that basically all Mr. Thomas wants to do is to get over there to mow. She spoke further:

That's all you can do because they cannot...I already tried to have them both perc tested. They won't pass and this way it would eliminate him from...my relatives are Larry and Kenny Snyder that own the farm behind us. That way he would never be on their property at all. If we don't do...I think basically if we don't do the 60-foot right-of-way, in order for him to get there, he would have to either go out in the road to take his mower over, or he'd be crossing Snyder's property, and I don't think they'd appreciate that.

Mr. Thomas stated, "This eliminates all future problems." Mrs. Darr agreed. Mr. Thomas explained that he has had some problems, and that if he owns it, it will eliminate all problems with right-of-ways because he is the owner. Mr. Fegley added, "Exactly." Mr. Kelso indicated that he understood.

Mr. Kelso asked Mr. Brehm to go through his comments. Mr. Brehm read from his memo of June 29, 2009, which listed eleven comments.

Comment #1 mentions that a waiver has been requested for the Preliminary Plan. Comment #3 notes that the adjoiner to the west of the Thomas tract is not shown. Comment #4 recommends that the bearings be added to two of the courses along the south side of Lot 1A for clarity. Mr. Brehm explained that without doing some adding and subtracting it isn't quite possible to figure out the calls on Lot 1A. Comment #5 states that the existing septic system for the Thomas property should be added to the Plan. The comment further states that the Township prefers that the 100-foot "no well zone" be shown around all existing and proposed septic systems. Mr. Brehm pointed out that one is not being shown on what is being called 990 Longs Gap Road. He further noted that the radius is around the well instead of the septic system.

Comment #6 indicates that setbacks should be shown for all lots in the subdivision. Mr. Brehm spoke at this point. He made reference to Roger Watson, of NAVTech:

This one, I got a call from Roger's office from a gal that got my comments and was revising the plan. In the AH Zone, this is the zone that's got these crazy side yard setbacks. They're huge. They give it to you two ways. One side yard has to be 280 feet, with a total of both side yards being 290, so one's 280 and one's 10, and if you remember the idea behind that was if people subdivide it, it would move the house over to one side so when the AH changed into something else, you could divide the lot in half.

So, to add the setbacks to the lots that are involved here, I mean it can be done but...for instance on the Darr piece, Lot 1 that this piece is coming out of, I drew in pink, depending on which side you deferred to where the setback line would be. There's basically 10 feet on that lot that you can build on, based on the setbacks in that zone.

At this point Mr. Kelso pointed out that there are already existing houses on that lot. Mr. Brehm stated that they're okay. He referred to the setbacks he had drawn and explained that on the Thomas property, it would create a buildable area in the back of the triangular piece that would be very small. Mr. Brehm continued:

I wasn't sure what to tell the person to do to the Plan. They do have them listed on here as to what the dimensions are in the table, but they don't have them drawn on, and I guess I thought maybe it would be best if they didn't draw them on because I think they have the option to shift to one side or the other and that would come into play if they would ever want to come in to Paul and get a permit I guess. I told them not to do anything. If you guys agree with that, that's what I'll call and advise them to do.

Mr. Fegley responded to Mr. Brehm:

I don't have a problem with it because we know what the setbacks are and it's the...like Doug said, it's their choice which side they want to shift the house to or not, it still has to be compliant, and they do have it listed on the print.

Mr. Brehm pointed out that there is a question as to whether the new line is a side or a rear lot line. He said that if it was him, he would call it a rear lot line since this would only be a 35-foot setback. He stated that since they have it listed, he told them just to leave it at that. Mr. Kelso indicated that this sounded good to him. He asked Mr. Thomas if he had any plans to do any building or anything there now. Mr. Thomas stated that while he was here, he wished to say that someday he might want to build a house on Tract 1, in the

back. He said that he does have an existing house, but that it is not much of one and that he would take down the existing house and build a new house in the back of Tract 1. He noted that he would have a right-of-way to get into the property to build a house on Tract 1, and that he would not be on Trayer Lane anymore, which is a private lane. Mr. Thomas asked if there would be a problem with this in the future. Mr. Kelso asked Mr. Thomas if he meant that he would come in off of Longs Gap through his other piece of property. Mr. Thomas responded:

No, I'm talking about putting a house, possibly if I wanted to put a house on Tract 1, okay. Number one, Trayer Lane is a private lane and they got more than three houses on a private lane and I know what happens there. My thing was to someday possibly, if I ever do it, because I do own Tract 108 now, and I would come off of Longs Gap with a right-of-way to come back over into Tract 1 to build a house in that pie-shaped thing.

Mr. Fegley asked Mr. Thomas if his proposal would be south of the Darr property, across what it being called Lot 108, then following the property line and hooking back in. Mr. Thomas indicated that this was correct. He again said that he would take an existing house down, and build a house, if he does decide to do that. Mr. Fegley then had a question for Mr. Thomas. Mr. Fegley referred to Lot 1A and also Lot 166, which he noted is also a part of this deal. Mr. Fegley asked, "In the future, when this goes through, did you plan on joining Lot 1A to what is Tract #1 and then at that time dissolve the line that separates the Tract 166 from 1A, or are they going to be two separate standing lots under your ownership?" Mr. Thomas replied that they would be two standard lots. He said that he doesn't want to change any lots. Mr. Fegley asked Mr. Thomas if he was saying that through deed or title, the line which is labeled as 150.59 feet will not be dissolved. Mr. Thomas indicated that this was correct. He said he wants to leave the lots exactly as they are, and that the only thing he wants to do is Lot 1A is to get the right-of-way to the other lot.

Mr. Fegley asked Mr. Thomas if he would eventually be under the ownership of three lots, which would be 108, Tract 1, and 166. Mr. Thomas responded, "That is correct." Mr. Fegley said that the answer to the question from Mr. Thomas was "yes." He said that if Mr. Thomas gives himself an easement with a 50-foot right-of-way, and makes an easement back to that lot, there shouldn't be a problem even though it fronts on Longs Gap. Mr. Fegley asked Mr. Allshouse if this was correct. Mr. Allshouse referred to the area where Mr. Thomas is possibly planning to build. He noted that Mr. Thomas wants to make sure that setbacks are okay. He explained that if he gets rid of his existing house he can then shift to the whole other side. Mr. Allshouse added that he didn't do the math, but that it looks probable. He noted that Mr. Brehm had said that the building area is back there. Mr. Brehm pointed out to Mr. Thomas that he will have a small area to build in back there. Mr. Allshouse asked if this will change if Mr. Thomas takes down his existing house. Mr. Fegley answered, "It would not." Mr. Brehm explained that from where the existing house is, probably the whole way back to about the midpoint of the tract, it wouldn't be possible to build a house in there. Mr. Fegley acknowledged that this was correct due to the setbacks. Mr. Brehm further explained that from there back, there will be a triangular piece in the middle of the open space where he could slip a house in there. He added that this is due to the setback requirements there and that it would be shoved down to one corner.

Mr. Thomas asked Mr. Brehm for some clarification. Mr. Thomas came over to the engineer's table at this point. Mr. Brehm drew the approximate setbacks on the plan and showed Mr. Thomas where his two approximate building areas will be depending on which side of the lot he chooses to build on. Mr. Thomas asked if he could build in the center. Mr. Brehm replied, "Not without a variance." Mr. Kelso pointed out that Mr. Thomas could ask for a variance from the Zoning Hearing Board. Mr. Brehm suggested that this be done to scale to show the exact building locations. He pointed out to Mr. Thomas that Mr. Watson could do this for him. Mr. Brehm provided some further explanation to Mr. Thomas. Mr. Fegley noted to Mr. Thomas that five of these types of situations have come before the Zoning Hearing Board in the last two years and all of them were granted in favor of the applicant. Mr. Fegley mentioned that there are currently 66 or 67 lots in the Agricultural Holding Zone that don't even meet the Code. He also noted that in all of the Agricultural Holding Zone he believed the number to be 18 lots that were viable and could meet the setback requirements without having to go to the Zoning Hearing Board. Mr. Fegley repeated Mr. Brehm's suggestion that Roger Watson scale this out so that the actual buildable area can be seen. Mr. Fegley said it would likely be found that there is more room there once this is done.

Mr. Thomas asked if it was correct that he could put the house anywhere if he didn't subdivide. Both Mr. Allshouse and Mr. Fegley answered, "No." Mr. Allshouse stated, "The setbacks are what the setbacks are whether we're here tonight or not." He further explained that if the Code doesn't change and he comes back in five years, the rule will be the same as what he was told tonight.

Mr. Brehm continued through his remaining few comments. Comment #9 states that a Consolidation Deed is required along with the subdivision. Mr. Brehm spoke at this point:

We go on to recommend, sort of while you're at that, Tract 2 is a little almost triangular piece in the front. That's his road frontage essentially. It appears that 1 and 2 are on the same deed and we're suggesting that maybe that that might be consolidated along with everything else so that there's not this issue of different tracts anymore. That would be something that Mark could weigh in on. You are definitely going to consolidate 1A into 1. We're suggesting you sort of go one step further and consolidate Tract 2 into the whole bundle and get one description for the whole piece.

Mr. Thomas stated that Mr. Watson had brought this up. He said, "That should be done." Mr. Brehm noted that there would then be no question that it's all together. Mr. Brehm read through his last two comments. Mr. Bennett read through several County comments. He noted that some of these had already been covered by Mr. Brehm. Mr. Bennett noted that County Comment #6 could be disregarded due to the issue with showing the setbacks. Mr. Kelso asked Mr. Thomas about his engineer. Mr. Thomas indicated that Roger Watson had other meetings tonight and was not able to attend.

Mr. Kelso noted that the issues seem to be fairly minor cleanup items. Mr. Brehm agreed. Mr. Kelso asked Mr. and Mrs. Darr if they agree with everything. Mrs. Darr answered, "Yes." She stated that she had spoken to Mr. Watson earlier this evening and that he had said to let the Commission know that five of the six comments are already corrected. She noted that he had had a question about Comment #6. Mrs. Darr noted that Mr. Watson had said that he had not received any County comments. Mr. Bennett gave Mrs. Darr a copy of the comments.

Mr. Kelso asked for any questions. None were offered. Mr. Kelso suggested a recommendation for approval based upon compliance with everything discussed. There were no objections.

Mr. Kelso asked for a motion on the requested waiver to have the Plan processed as a Preliminary/Final.

Regarding the requested waiver to have the Plan considered as a Preliminary/Final, Pat McDowell moved to recommend approval. Bradley Mitchell seconded. All votes were in favor, and the motion carried.

Mr. Kelso suggested a recommendation to approve the Plan, based upon satisfaction of all of the Engineering comments, the County comments, and the Deed of Consolidation.

Regarding the Darr Preliminary/Final Subdivision Plan itself, Ronald Anderson moved to recommend approval, based upon satisfaction of all of the Engineering comments, the County comments, and the Deed of Consolidation. Pat McDowell seconded. All votes were in favor, and the motion carried.

Mr. Fegley indicated that he would be in contact with Mr. Watson to make him aware of what the submission date deadlines are. He explained that this will have to go before the Board of Supervisors yet. There was some discussion about where the Plan will go from here.

Adjournment

Chairman Kelso asked for any further business. None was offered.

With no further business before the Commission at this time, Ronald Anderson made a motion to adjourn. This was seconded by Bradley Mitchell, and the meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Pat McDowell
Secretary
North Middleton Township
Planning Commission

Michael S. Medvid
Recording Secretary