

The Peach Bottom Township Board of Supervisors met on **September 6, 2007** at 7:30 p.m. in the Recreation Building. All members present. A **motion** was made to accept the minutes as presented by J. Ailes 2nd by J. Johnson vote 3/0

The Chairman of the Planning Commission informed the Board that Commission member J. Howell has resigned and questioned if the Supervisors will use the existing list or should the Planning Commission advertise the opening. The Board stated the original list will be used. S. McConnell also informed the Board that Commission member Eric Cromwell will chair the upcoming Commission meeting due to his absence. The attorney stated they will need to elect a new Vice Chairman at the beginning of the meeting.

The owner of the **Amber Light Inn**, William Vangenwitt (Map 1 Parcel 1B) is requesting the Township submit a letter to the Liquor Control Board requesting the Township enforce their municipal noise ordinance. The attorney explained that the existing noise ordinance is for industrial uses with the same noise on continual bases.

The Planning Commission had voted at their May meeting not to take up the enforcement from the liquor control board. Our ordinance is part of our zoning ordinance and would not be enforceable for this type of business. The attorney then explained that for this type of enforcement the Township would need a calibrated meter and someone to measure the noise. It was recommended he reapply to the Planning Commission for an ordinance change.

Woods of Slate Ridge – Quarry Road, Map AP Parcels 36F & 48

5 lots, 3 on a private road and 2 fronting Quarry Rd. with on lot well & septic with septic reserve areas. **Motion** to sign the DEP Component 2 Resolution made by D. Stewart 2nd by J. Johnson vote 3/0

Close Regular Supervisors Meeting & Open Public Hearing

The Development Sign Ordinance was explained by the attorney. This is not an advertisement sign, but a sign to identify the development itself.

Close the Public Hearing & Open the Regular Supervisors Meeting.

A **motion** was made to adopt the ordinance amendment by J. Ailes & 2nd by J. Johnson vote 3/0

Mr. Ammons questioned the setbacks for a sign especially if it is on a corner lot. The zoning officer explained site triangle and the sign setback requirement of 15 feet.

On Lot Management Ordinance Amendment –

The Chairman explained the changes from the original ordinance enacted in October of 2006.

1. Section III of the Peach Bottom Township Sewage Management Ordinance is hereby amended to delete the last sentence thereof and to substitute therefor the following:

In the event the Township Sewage Enforcement Officer finds during the inspection that the on-site sewage disposal system is malfunctioning, the owner shall follow the steps required by Section 2 of the Peach Bottom Township Sewage Permit Ordinance to repair the system; provided, however, unless the system is malfunctioning to the surface of the ground, the owner shall not be required to replace the tank, the cesspool, the drainfield, or the sand mound system. 2. Section V of the Peach Bottom Township Sewage Management Ordinance is hereby amended to delete the following words and numbers: "one hundred dollars (\$100.00)." and to substitute therefor the following: "fifty dollars (\$50.00)".

J. Renzi – Does not understand how you would not require repairs unless sewage was coming to the surface of the ground, if the tank is cracked then they would not have to replace it and this would then get into people’s wells.

The SEO explained that Pennsylvania DEP requires that the system must operate as designed. That is the state regulations and the Township cannot overrule that.

The attorney explained that what they are trying to do is eliminate the burden on poor people when it is not really causing a problem. When the house is sold then any malfunctions will have to be corrected prior to the transfer of the property.

M. Smith – Is this basically grandfathering cess pools if they are going bad? If I can prove that I do not have the money then I can wait until I sell the property.

Attorney - We are trying to minimize the times that people will have to install a new system. If it is leaking to the surface of the ground, that is a hazard and will have to be fixed.

The SEO explained that the tanks are pumped at the time of the inspection. When the water level is high or low, it points to a problem and were to look for a resolution. Roots in the tank and baffles not in place are keys to some problems. The first notices are going to the properties that the Township does not have any information on pumping or inspections. She also explained the Penn Vest loans are for anyone, not just the elderly. This agency will do all the paperwork and a lien goes against the property to be paid off when the property is sold.

A **motion** was made to adopt the amendment as written by J. Ailes & 2nd by J. Johnson vote 3/0.

Municipal Waste Ordinance to authorized the Township to sign the Agreement

This would be an amendment to the original municipal waste management ordinance signed in 1985. Supervisor Johnson has a problem with the Township becoming the garbage police. “If we adopt this we have to enforce it and there are garbage trucks traveling around the area, but do they haul it to the York County land fill? It is your business who you contract with and we should be happy that it is even picked –up.”

Attorney - We had to have a solid waste management plan which called for the construction of the York County Incinerator. The background is that all municipalities had to adopt this county plan in order for the solid waste authority to have enough flow to finance the construction costs. Township then passed a refuse ordinance at that time.

S. McConnell asked if by law we have an option to not sign this agreement.

Attorney - We were required to be a part of this in the beginning and we were requested to do this again.

M. Smith asked if the Township can come up with a new ordinance that requires a hauler take the garbage to any landfill.

Attorney stated we would have to change our solid waste management plan, but may have to assume our share of the capital indebtedness for the incinerator construction. At that time the Hopewell landfill was running out of room and we could have contracted with another landfill/incinerator to meet our solid waste needs. York County had to provide for the needs of the County and we chose to join this plan. It is all about financing the incinerator; we are still bound by the original agreement. The Zoning Officer stated, “We have a Refuse Ordinance and the only portion of that ordinance we have not enforced is licensing of the hauler, the rest of the ordinance is being enforced. I have never seen any paperwork in the Township for licensing of haulers” She also explained the Township’s burning ordinance.

The Planning Commission sent to the Supervisors an amendment to **Section 202.9(e2a)** this would eliminate heavily wooded so that woodland of the high quality soils could not be used for the location of bonus dwellings. The attorney has not drafted an amendment to be reviewed.

People cannot create woods for the purpose of bonus rights. If you base it on soil quality only you do not need that in the ordinance. It would have to be drafted in such a way that if someone has already put a dwelling on an existing wooded lot of high quality soil, they not be penalized. It was asked that Eric Cromwell attend the next Supervisors meeting to give a report on how much land this would affect.

Currently we have a 10 foot side setback, but **Section 201.3(a)** requires 40 feet between structures. The intention of the 40 feet was to leave room between row homes. The ordinance will need to be changed from 40' to 20' between structures. Also, the rear setback for a principal building is 35 feet, but an amendment to Section 201.3 states a 15' rear yard setback. These are setback inconsistencies that need to be corrected. Accessory structures still have a rear setback of 10 feet. On lot well & septic are larger lots so we will need to make a special notation that with public water and sewer the rear set back is 15 feet for a principal structure. The attorney will draft an ordinance amendment eliminating the inconsistencies.

The attorney brought to the Board's attention a proposed ordinance that Lower Chanceford is reviewing. This would eliminate the claim, after clearing woods and causing erosion problems of land as crop land for the purpose of affirming 50 acres of cropland to be considered a farm according to Township Ordinances. You cannot convert woods that are 20% slope. The attorney will show the board what he is being presented to Lower Chanceford.

Zoning Officer report-

Requested Letters

Bush(rental) – 45 E. Trails Rd, Map 2 Parcel 403, no garbage pick-up & been notified of the renters dumping garbage over the bank, also barking dogs. 12 violation letters in the last 13 yrs.

On lot management & compliance

Attempted to find phone numbers

Thericht – 679 Falls Rd., Map 3 Parcel 319, holding tank inspection

Watts - 25 Mulberry Ln., Map 4 Parcel 402

Reynolds - 393 Meadow Tr., Map 1 Parcel 165

Sawa - 50 Beechwood Rd., Map 2 Parcel 26

Henry & Lambert – 71 S. Oak Heights Tr., Map 1 Parcel 97

Burton – 88 N. Oak Heights Tr., Map 1 Parcel 78, called 2 times & still not in compliance.

Prosecution

Deveraux- Map AO Parcel 14, 1405 Graceton Road pool without permit. Has until 9/15

Campbell – Map 3 Parcel 127, 42 Brickett Rd, 3 untagged uninspected trucks, 15 tires and construction debris. Has until 9/9

Motion made to prosecute if not in compliance and send the requested letters by D. Stewart & 2nd by J. Ailes vote 3/0

Motion to sign the winter maintenance agreement with Penndot made by J. Johnson & 2nd by J. Ailes vote 3/0

Motion made to pay bills by D. Stewart & 2nd by J. Johnson vote 3/0

R. Ammons asked if the Township can enact an ordinance forcing people on private roads to maintain the roads. The attorney will research this issue.

Motion made to adjourn @ 9:10 p.m. vote 3/0

COMMENTS to AIA B141 – PART 1

1.2.2.5 The Architect shall advise the Owner as to the appropriate time to conduct said tests and inspections and assist the Owner in scheduling the same.

1.3.4.1 Replace with: The Owner and the Architect shall attempt to resolve all claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof by good faith negotiations. If such efforts are unsuccessful then all claims, disputes, or other matters in question shall be subject to mediation as a prerequisite to litigation. If Mediation is unsuccessful, then any remaining claims, disputes, or other matters in question shall be decided by litigation. If any such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice of filing deadlines prior to the resolution of the matter by mediation.

1.3.4.2 Delete

1.3.4.3 Re-number as 1.3.4.2 and revised to:

A Request for Mediation shall be filed with the American Arbitration Association and the other party to this Agreement. The mediation shall be conducted according to the Mediation Procedures of the American Arbitration Association and held where the project is located, unless another location is mutually agreed upon. The parties shall equally share the mediator's fee.

1.3.6 Delete

1.3.7.3 Delete

1.5.3 Suggest reducing multiplier to 1.10 (industry standard)

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