

**EAST HANOVER TOWNSHIP
BOARD OF SUPERVISORS
DAUPHIN COUNTY
8848 JONESTOWN RD., GRANTVILLE, PA 17028
717-469-0833 717-469-1442 (Fax)**

**George Rish, Chairman, Chad Leese, Vice-Chairman,
Smittie Brown, Rick Smith, Michael Yingling
Paul Cornell – Township Manager
Jackie Wilbern – Assistant Township Manager
Bryan Ziegler – Public Works Director
Aaron Moyer, HRG Engineering
Lee Stinnett – Salzmann & Hughes, PC; Solicitor**

BOARD OF SUPERVISORS MEETING

Tuesday July 20th, 2021 at 7pm

Executive Session 6:30 pm

The meeting is being audio-taped. The tapes are strictly for the use of the Recording Secretary for clarification during preparation of the minutes.

Please note the Public Comment Guidelines of Decorum require all individuals wishing to make public comment need to do so at the microphone. You will need state your full name and address for the record.

I. Approval of the Minutes of July 6th, 2021

II. Treasurer's Report

June	Revenue		
General Fund	\$ 260,325.39		
Fire Fund	\$ 1,176.75		
Street Light Fund	\$ 123.08		
Liquid Fuels Fund	\$ 31.68		
Total	\$ 261,656.90		
June		Invoices due and paid 07/07/21-7/16/21	7/16/21 Invoices for Consideration on 7/20/21
General Fund	\$ 266,899.77	\$ 3,124.13	\$ 289,291.63
Fire Fund	\$ 0	\$ 0	\$ 0
Street Light Fund	\$ 632.64	\$ 0	\$ 0
Liquid Fuels Fund	\$ 614.79	\$ 2,392.35	\$ 20,233.07
Total	\$ 268,147.20	\$ 5,516.48	\$ 309,524.70

- Request to open a JBT account for the CARES Act Funding
- Request to Approve \$300,000 Transfer from PLGIT General Fund Account to Fulton Bank General Fund Checking Account.

III. Correspondence

1. Notice of Award of Green Light Go Grant Funding

IV. Reports

1. Public Works Department – Bryan Ziegler
2. Municipal Authority – Paul Cornell
3. Manager’s Report – Paul Cornell
4. Solicitor’s Report – Lee Stinnett
5. Emergency Management – Ron Johnson
6. Park and Recreation – Ally Spielman
7. Codes and Zoning Report – Jackie Wilbern
8. Municipal Engineer’s Report – Aaron Moyer
9. Grantville Volunteer Fire Company – Wayne Isett

V. Unfinished Business

1. Vote on Rohler Settlement Agreement
2. Request to Install Fire Alarm, Video and Panic Buttons.
3. HRG Proposal for Stormwater Fee

VI. New Business

1. Request from Hanover Logistics for Sponsorship of a Gaming Grant.
2. Request from Moving Forward Farms LLC for Sponsorship of Gaming Grant
3. Discussion and request to order a New Dump Truck

VII. Business from the Public

VIII. Adjournment

FUTURE MEETINGS

July 27th	Planning Commission	7pm
August 2nd	Park and Recreation	7pm
August 3rd	Board of Supervisors	7pm
August 10th	Municipal Authority	6pm
August 17th	Board of Supervisors	7pm
August 24th	Planning Commission	7pm

SETTLEMENT AGREEMENT AND RELEASE

This Release and Settlement Agreement (“Settlement Agreement”) is made and entered into this _____ day of _____, 2021, by and between Matthew Rohler (“Mr. Rohler”) 8211 Mountain Road, East Hanover Township, Harrisburg, Dauphin County, Pennsylvania 17112, the East Hanover Township Zoning Hearing Board, 8848 Jonestown Road, Grantville, Dauphin County, Pennsylvania 17028, and East Hanover Township Board of Supervisors, 8848 Jonestown Road, Grantville, Dauphin County, Pennsylvania 17028 (the “Township”) (collectively referred to hereinafter as the “Parties”).

WHEREAS Mr. Rohler owns real property tax parcel number 25-003-061 located at 8211 Mountain Road, East Hanover Township, Harrisburg, Dauphin County, Pennsylvania 17122 (“the Property”);

WHEREAS Mr. Rohler resides on the Property and operates a business known as Valley View Masonry, a lawn care, landscaping, snow removal and light excavating and hardscaping business on the Property;

WHEREAS Mr. Rohler filed an Application for Special Exception with the East Hanover Township Zoning Hearing Board (“Zoning Hearing Board” or “ZHB”) pursuant to Sections 1305.C.3 and 1416.C of the East Hanover Township Zoning Ordinance seeking to expand the business operations on the Property into a block building constructed in 2007, as well as to use a building constructed in 2016 for office space for the business (the “Application”);

WHEREAS the Zoning Hearing Board conducted hearings on December 21, 2020 and January 27, 2021, concerning Mr. Rohler’s application (the “Hearings”);

WHEREAS the Zoning Hearing Board issued a decision on March 9, 2021, granting, subject to certain conditions, Mr. Rohler’s Application;

WHEREAS Mr. Rohler filed a Notice of Land Use Appeal with the Court on April 8, 2021, challenging certain of the conditions attached to the Zoning Hearing Board's determination with the Dauphin County Court of Common Pleas at Docket No. 2021 CV 3274 LU;

WHEREAS East Hanover Township ("the Township") filed a Notice of Intervention seeking to intervene in the proceeding dated April 27, 2021;

WHEREAS the Parties now wish to amicably and finally resolve all claims they may have against each other arising out of or relating to the Notice of Appeal;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants set forth herein, with the foregoing background deemed incorporated herein by reference, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Township Approval of Agreement. The Township approved this Settlement Agreement at its public meeting held on _____, 2021.
2. Zoning Hearing Board Approval of Agreement. The Zoning Hearing Board approved this Settlement Agreement at its public meeting held on _____, 2021.
3. Withdrawal/Waiver. In consideration of the covenants made herein, upon execution of this Settlement Agreement, the Parties shall file the necessary documents (see Exhibit A attached hereto), to terminate the litigation pending at Dauphin County Docket No. 2021 CV 03274 LU.

4. Business. Subject to the terms and conditions of the amended Decision set forth below and the testimony of Mr. Rohler at the Hearings on the Application, Mr. Rohler shall be authorized to continue operation of Valley View Masonry at the Property. The March 9, 2021 Decision of the Zoning Hearing Board granting the Application is amended to state as follows:

DECISION

AND now this 27th day of January, 2021, upon consideration of the Application of Matthew Rohler, for a Special Exception pursuant to the requirements of Sections 1305.C.3 and 1416.C of the East Hanover Township

Zoning Ordinance to permit the expansion of an existing non-conforming business use consisting of the storage of masonry, excavation and hardscaping related equipment and materials and office space in the 2007 and 2016 buildings constructed pursuant to East Hanover Township Zoning Permit Nos. 27-229 and 2016-61, as presented, on the Property located at 8211 Mountain Road, East Hanover Township, Dauphin County, Harrisburg, Pennsylvania, 17112, being Tax Parcel No. 25-003-061, said Application is hereby GRANTED subject to the following conditions:

- (1) Deliveries to the Property from third parties shall be conducted between the hours of 7 a.m. and 5 p.m. daily, Monday through Friday.
- (2) Access to the Property by Applicant's employees to acquire supplies and equipment shall be between the hours of 6 a.m. and 5 p.m. daily, Monday through Friday.
- (3) No more than one (1) employee of the Applicant's business, other than full-time residents of the Property, may be on the premises on a full-time basis.
- (4) Applicant's driveway shall have adequate provisions for access by emergency vehicles and equipment to the Applicant's business and such access shall be maintained in passable condition.

5. Release. Except as set forth herein, the parties release, remise and forever discharge each other of and from all manner of actions and causes of action which were raised or could have been raised in connection with the Notice of Land Use Appeal.

6. Binding Effect. This Settlement Agreement inures to the benefit of, and is binding upon, the Parties hereto and their respective predecessors, successors, assigns, principals, employees, officers, directors, shareholders, members, managers, agents, representatives, partners, affiliated or related entities, parent, sister or subsidiary companies or entities, managing or operating companies or entities, attorneys, insurers and any person claiming by, through or on behalf of any of them, and all others acting in concert with them and shall supersede all prior or contemporaneous agreements, representations and understandings of the Parties.

7. Governing Law/Jurisdiction/Enforcement. This Settlement Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of

Pennsylvania, and the Parties hereby consent to Pennsylvania as the exclusive venue and jurisdiction for any lawsuit or legal proceeding related to enforcement of this Settlement Agreement. Furthermore, in the event that either party is determined to have breached the terms of this Settlement Agreement, then the non-breaching party may bring such legal action as the party deems appropriate to enforce this Settlement Agreement. If there is a determination that the Settlement Agreement was breached, all costs of litigation relating to a breach of this Settlement Agreement shall be paid by the breaching party, including all costs and reasonable attorney's fees incurred by the non-breaching party.

8. Entire Agreement. This Settlement Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between them with respect to the subject matter hereof.

9. No Fraudulent Inducement. Each of the Parties expressly warrants and represents that no promise or agreement, which is not herein expressed, has been made to them in executing this Settlement Agreement, and that none of them is relying upon any statement or representation of any agent of any of the other Parties that is not stated herein. Each of the Parties is relying on its own judgment and each has been represented by legal counsel in this matter. The aforesaid legal counsel has read and explained to each of their respective clients the entire contents of this Settlement Agreement, as well as the legal consequences of this Settlement Agreement. The Parties further acknowledge that they have entered into this Settlement Agreement freely and voluntarily without coercion or undue influence.

10. Interpretation and Construction. This Settlement Agreement has been fully and freely negotiated by the Parties hereto, shall be considered as having been drafted jointly by the

Parties hereto, and shall be interpreted and construed as if so drafted, without construction in favor of or against any Party on account of its participation in the drafting hereof.

11. Severability. All of the provisions of this Settlement Agreement are intended to be distinct and severable. If any provision of this Settlement Agreement is or is declared to be invalid or unenforceable in any jurisdiction, it shall be ineffective in such jurisdiction only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions hereof, nor render invalid or unenforceable such provision in any other jurisdiction.

12. Amendment. No amendment of this Settlement Agreement shall be effective unless embodied in a written instrument executed by all of the Parties.

13. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Settlement Agreement. This Settlement Agreement may be executed and delivered via electronic or facsimile transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.

14. Court Approval. This Settlement Agreement shall only be effective upon approval by a Court of competent jurisdiction.

****The rest of this page is intentionally left blank****

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Release and Settlement Agreement.

MATTHEW ROHLER

Date: _____

EAST HANOVER TOWNSHIP
ZONING HEARING BOARD

Date: _____

By: _____
Chairman

EAST HANOVER TOWNSHIP
BOARD OF SUPERVISORS

Date: _____

By: _____

EXHIBIT A
Joint Motion for Entry of Consent Decree

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

MATTHEW ROHLER,	:
Appellant	:
v.	:
	: NO. 2021-CV-03274-LU
EAST HANOVER TOWNSHIP	:
ZONING HEARING BOARD,	:
	:
Appellee	: CIVIL ACTION - LAW
v.	:
	: LAND USE APPEAL
	: Judge Dowling
EAST HANOVER TOWNSHIP,	:
Intervenor	:

JOINT MOTION FOR ENTRY OF CONSENT DECREE

Appellant Matthew Rohler (“Appellant”), Appellee East Hanover Township Zoning Hearing Board, Dauphin County, Pennsylvania (the “ZHB”) and Intervenor East Hanover Township Board of Supervisors (the "Township") jointly move for entry of a consent decree in the form attached hereto. In support of this Joint Motion, Appellant and Appellee:

1. On or about April 8, 2021, Appellant filed this Land Use Appeal.
2. Township filed to intervene on April 30, 2021.
3. Appellant, Appellee and Intervenor have entered into a written agreement to resolve this action.
4. Appellant, Appellee and Intervenor desire to have the terms of their written settlement agreement approved and entered as a Consent Decree by this Court. A copy of the

written settlement agreement is attached hereto as an exhibit to the proposed form of Consent Decree.

4. Upon the entry of this Consent Decree, the parties will proceed to discontinue all other pending actions.

WHEREFORE, Appellant, Appellee, and the Township respectfully request that the Court enter a Consent Decree in the form attached hereto.

By: _____
Stephanie E. DiVittore (Attorney No. 85906)
Barley Snyder, LLP
213 S. Market Street, 12th Floor
Harrisburg, PA 17101
(717) 237-6781
Attorney for Appellant

By: _____
Kurt E. Williams (Attorney No. 75963)
Salzmann Hughes, P.C.
354 Alexander Spring Road., Ste. 1
Carlisle, PA 17015
(717) 249-6333
Attorneys for Intervenor

By: _____
Stanley J.A. Laskowski, Esq. (Attorney No. 37422)
Caldwell & Kearns, PC
3631 N. Front Street
Harrisburg, PA 17110
(717) 901-5950
Attorney for Appellee

[CONSENT DECREE ON FOLLOWING PAGE]

IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA

MATTHEW ROHLER,	:
Appellant	:
v.	:
	: NO. 2021-CV-03274-LU
EAST HANOVER TOWNSHIP	:
ZONING HEARING BOARD,	:
	:
Appellee	: CIVIL ACTION - LAW
	:
v.	: LAND USE APPEAL
	: Judge Dowling
EAST HANOVER TOWNSHIP,	:
Intervenor	:

CONSENT DECREE

AND NOW, this ___ day of _____, 2021, upon consideration of the Joint Motion For Entry of Consent Decree filed by Appellant Matthew Rohler (“Appellant”), East Hanover Township Zoning Hearing Board (the "Appellee"), and Intervenor East Hanover Township Board of Supervisors (“Township”) it is hereby ORDERED and DECREED as follows:

1. The Settlement Agreement attached hereto is hereby approved an order of Court.
2. This action is hereby DISMISSED.
3. This Court retains jurisdiction to enforce the terms of this Order.

BY THE COURT:

J.

Distribution:

Stephanie E. DiVittore, Esq., Barley Snyder, LLP, 213 S. Market Street, 12th Floor, Harrisburg PA 17101

Kurt E. Williams, Esq., Salzmann Hughes, P.C., 354 Alexander Spring Road, Ste 1, Carlisle, PA 17015

Stanley J.A. Laskowski, Esq., Caldwell & Kearns, P.C., 3631 N. Front Street, Harrisburg, PA 17110