

TOWNSHIP OF LOWER MAKEFIELD
ZONING HEARING BOARD
MINUTES – FEBRUARY 20, 2018

The regular meeting of the Zoning Hearing Board of the Township of Lower Makefield was held in the Municipal Building on February 20, 2018. Mr. Gruen called the meeting to order at 7:30 p.m.

Those present:

Zoning Hearing Board: Jerry Gruen, Chairman
 Anthony Zamparelli, Vice Chairman
 Keith DosSantos, Secretary
 Pamela Lee, Member
 James McCartney, Member

Others: Jim Majewski, Director Planning and Zoning
 Edward Zanine, Zoning Hearing Board Solicitor
 Barbara Kirk, Township Solicitor
 John B. Lewis, Supervisor Liaison

APPEAL #17-1793 – KEVIN AND KELLY HUNTER

Mr. Kevin Hunter, Ms. Kelly Hunter, and Mr. Jeff Renneisen, pool contractor, were sworn in.

Mr. Zanine marked the Exhibits as follows: The Application was marked as Exhibit A-1. Exhibit A-2 is the Pool Plan consisting of two pages. Exhibit A-3 is the Site Permit Plan consisting of two pages. Exhibit B-1 is the Proof of Publication. Exhibit B-2 is the Proof of Posting that was sent to the Appellants. Exhibit B-3 is a copy of the Notice that was sent to the neighbors. Mr. Zanine asked the Appellants if they posted the property one week before the Hearing tonight, and Mr. Hunter stated he did. Mr. Zanine asked if he brought proof of that; and Mr. Hunter stated he did not, but he did posted it at their property.

Mr. Gruen advised Mr. Zanine that they do not usually ask for proof of posting.

Mr. Gruen stated they are looking to install a pool, and they are too close to the pond. He asked for background as to who put the pond in, and what they are looking to do.

Mr. Hunter stated they purchased the property in July, 2017, and the pond was there already. He stated they wanted to construct a pool, and they looked at what locations were available to do that; and based on the available property that they have, it was on the right side of the property. He stated they were looking for an area that would be conducive to family activities and they already have a deck located there. He stated it the safest place since it is visible on that part of the house. He stated as they were working with Mr. Renneisen on the plans the became aware that there was a setback restriction.

Mr. Gruen asked how large the pond is, and he asked if it is a manmade pond. Mr. Hunter stated it is a manmade pond that is fed by creek water across from Yardley-Makefield Road and the other neighborhoods. He stated it comes through the property, and there is a spillway that was constructed to create the pond. He stated the spillway goes out to what was the original creek and flows out to the Canal.

Mr. Gruen asked what kind of deck they are putting around the pool, and Mr. Renneisen stated it is a concrete apron around the pool. Mr. Gruen stated he did not see anything about impervious surface, but it appears from the size of the property that they have plenty of space and do not need anything for the impervious surface; and they only need the Variance for the 30' setback from the closes corner of the deck of the pool. Mr. Renneisen agreed.

Mr. Gruen asked why kind of stone wall they are building between the pool and the pond. Mr. Renneisen stated it will probably be a boulder retaining wall. Mr. Gruen asked if they will put any planting material between the boulders, and Mr. Renneisen stated they leave pockets for that and the plantings will cut down on erosion and dress it up.

Mr. McCartney asked if he has any experience with such installs with ponds being that close to a pool, and Mr. Renneisen stated he does not.

Mr. DosSantos asked Mr. Majewski if he sees any reason why there would be a 50' setback from the pond, and Mr. Majewski stated generally you want to try to keep houses and other structures as far away from a pond as possible to protect the shore line and for environmental reasons. He stated in this case it looks like the house and decking are already violating that 50' setback.

Mr. Gruen stated during construction they will have to follow all environmental requirements such as putting in a silt fence along the shore line, and Mr. Majewski agreed. Mr. Renneisen stated he is very familiar with the requirements.

Mr. Zamparelli moved, Mr. DosSantos seconded and it was unanimously carried to grant the setback reduction to 30' from 50'.

APPEAL #18-1794 – KIRT KRAEUTER

Mr. Kirt Kraeuter and Mr. Dan Miles, contractor, were sworn in.

Mr. Zanine marked the Exhibits as follows: The Application was marked as Exhibit A-1. Exhibit A-2 is a December 12, 2017 letter from the Appellant. Exhibit A-3 is the Site Plan consisting of two pages. Exhibit B-1 is the Proof of Publication. Exhibit B-2 is the Proof of Posting. Exhibit B-3 is the Notice to the neighbors. Mr. Zanine asked Mr. Kraeuter if he posted the property more than a week from today's Hearing, and Mr. Kraeuter stated he did.

Mr. Gruen stated it is difficult to see what they are doing from the Sketch he received. It was noted other Board members received a different Sketch which Mr. Gruen was shown.

Ms. Lee asked if this house is the original farmhouse, and Mr. Kraeuter agreed. He stated the address was 917 Big Oak Road; but when the Subdivision was put in, the address was changed to 225 Freemans Farm Way. He stated it is directly opposite the Charles Boehm Middle School on Big Oak Road. Mr. Gruen stated it is the house set back, and the property was a farm.

Mr. Kraeuter stated there are four separate activities he is proposing. He stated the first is to remove the old driveway; and while that was supposed to be removed as part of the Subdivision, there are still some elements of it that remain. He stated he would like to remain lawn. He stated what happened was that dirt was placed over top of it probably as part of the excavation, and when it rained, the dirt has washed off. Mr. Kraeuter stated the second is to construct a deck which was originally part of the plan for the property at the time the developer built it. He stated the third is to install a 16' by 10' shed, and the fourth is to restore the springhouse that sits directly in front of the property and is the approach into the neighborhood.

Mr. Gruen asked Mr. Kraeuter if he is familiar with all the procedures that need to be done in order to work in the "wetland-type" area. Mr. Kraeuter stated they had a wetland engineer come out; and they have found that they are not in the wetland area at all, and they are only in the wetland buffer. Mr. Gruen stated they still have to protect the wetlands, and Mr. Kraeuter agreed.

Mr. Miles stated they are looking for relief from the 75' wetland buffer to refurbish the springhouse, remove the macadam, construct the deck, and place a shed on the property. Mr. Gruen asked how they will go about it in order to protect the wetlands. Mr. Miles stated they will take all the necessary precautions and will place a silt fence along the wetlands. He stated nothing will touch the wetlands or be taken in or out of the wetlands physically so they will never enter the wetlands to do any of this work. He stated they spoke with a wetlands engineer who consulted on this project who in turn consulted with PaDEP who agreed they are not doing anything that would be adverse to the wetlands. Mr. Miles stated everything they are doing will be an improvement to the impervious coverage and will protect the wetlands further. Mr. Miles stated it will also restore the 1860 springhouse that was originally on the property.

Mr. Gruen asked what will they install when they remove the macadam, and Mr. Miles stated it will be replaced with lawn like the lawn that is on the side already. He stated the macadam was supposed to be removed by the building was left there, and Mr. Majewski was helpful with this as well. Mr. Miles stated they have been in contact with the Township throughout this process.

Mr. DosSantos stated it looks like they will beautify the neighborhood, and he particularly noted the springhouse.

There was no comment from the audience with respect to this matter.

Mr. McCartney moved, Ms. Lee seconded and it was unanimously carried to grant the Variance to work within the 75' wetlands buffer.

APPEAL #17-1791 – WILLIAM HARRISON

Mr. Edward Wild, attorney, stated they appeared at the meeting in January on a Notice of Violation that was issued by the Township. He stated they Appealed that Notice of Violation, and the Township through Ms. Kirk presented the Township's case and identified some Exhibits and rested. Mr. Wild stated he cross examined the Township's witness and also introduced Exhibits on behalf of the Appellant, and they rested. Mr. Wild stated neighbors were given the opportunity to either participate as Parties or to speak against the Application, and the Hearing was Continued. Mr. Wild stated he does not have any additional evidence to present on behalf of the Applicant.

Mr. Gruen stated he felt Mr. Wild was going to present some Cases, and Ms. Kirk stated she felt Mr. Wild was going to present that at the end.

Mr. Gruen asked if any of the neighbors wish to speak although they want it to brief, and they do not want to hear the same thing that was said “over and over again;” and the Board is familiar with what is before them.

Mr. Wild stated he hopes that they will only be having people who have not yet spoken, and Mr. Gruen agreed.

Mr. Frank Morrow, 1710 Wrightfield Avenue, was sworn in and stated he has a common 200’ fence with 1711; and he is concerned about health and safety problems and water run off and accumulation coming down.

Mr. Gruen reminded everyone that they are here just to give an opinion whether the Cease and Desist Order was done properly; and they are not here to debate whatever he is doing there is legal or not.

Mr. McCartney stated the Cease and Desist was for a Boarding House or a B & B; and if anyone has details about either of those uses at the property, that would be the best avenue.

Mr. Morrow stated he would like to talk about safety, and there are three large trees in yard at 1711 which are 110’ high; and they have had big branches that are forced into the tree that could come down and hurt someone. He stated he feels the Township should be concerned about and having them do proper maintenance to the tree. Mr. Gruen stated the Zoning Hearing Board cannot tell him what to do with his trees, and all homeowners should be responsible for their trees.

Mr. Morrow stated he observed on Central Avenue, the street that is on the north edge of their property that they have a “multiple parking lot” where they can park six cars. He state he believes it is it is a three bedroom, three-car garage, and when the cars pull out onto that street, it is very dangerous; and people could be hurt which the Township should be looking into for safety.

Ms. Lee Narwicz, 1711 Wrightfield Avenue, was sworn in and stated she understood that the property was advertised as an Airbnb. She stated she felt that under the Airbnb Agreement that is signed, the property is a primary residence; and the purpose of the Airbnb is maybe people traveling for long distances or for summer when the people are away and have another home they go to, and they would like to have their house occupied and rent it out for a period of time. She stated she did not feel it was to be a situation where they were going to rent it out every weekend. She stated she knows that the house is up for sale, and they did a beautiful job renovating the house; and she is sure they would like to sell it. She stated they are not living in it.

Mr. Gruen stated that was brought up in Testimony, and they claim that it is not an Airbnb because they do not serve breakfast. Other Zoning Hearing Board members stated that was incorrect. Mr. Gruen stated the Zoning Hearing Board is really here to decide whether the Enforcement Officers presented them with the right Summons for an Airbnb and a boarding house. Mr. DosSantos stated Mr. Gruen is misspeaking a little as it was not an Airbnb and a boarding house – it was a bed and breakfast and a boarding house. Ms. Narwicz stated an Airbnb and a bed and breakfast are two different things. Mr. DosSantos stated he does not know what the rules are with Airbnb, but it does not have anything to do with the Cease and Desist Order that was issued in this matter. Mr. McCartney stated the Zoning Hearing Board is here to rule on the Ordinance and not the by-laws of Airbnb.

Public Comment was closed.

Ms. Kirk stated she feels the Testimony was clear that the Township has indicated that under the current Zoning Ordinance, the use of the property falls within the realm of a bed and breakfast. She stated in the cases that Mr. Wild intends to present, she would encourage the Board to pay particular attention to the differences and nuances in those cases. She stated in each of those cases the Commonwealth Court found flaws of ambiguity of the applicable Zoning Ordinances, and she feels Lower Makefield's Ordinance is fairly clear with respect to what would constitute a bed and breakfast. She reminded the Board that a bed and breakfast is a Permitted Use within this Residential District; and if the Applicant did not meet all of the specific requirements, he could have come to the Zoning Hearing Board and requested relief from those requirements. Ms. Kirk stated she believes that Mr. Majewski's Testimony fully supports the issuance of the Cease and Desist, and she asked that the Zoning Hearing Board uphold that Cease and Desist Order.

Mr. Wild thanked the Board for their time and attention to the Testimony and the Exhibits that came before them. He stated Mr. Harrison is present this evening, and he is the owner of the property that has come before the Board. He stated he came before the Board because the Township issued a Notice of Violation of the Zoning Ordinance. Mr. Wild stated the Municipalities Planning Code (MPC), the umbrella that oversees land use provides for the issuance of an Enforcement Notice if the Township believes that it can prove that a property owner is in violation of the Zoning Ordinance. Mr. Wild stated following that process, the Township did issue a Notice of Violation and contended one of two things in that Violation which are really the only issues before the Zoning Hearing Board. He stated while they are related, they are slightly different. He stated the Township asserted that the property is in violation of the Ordinance because it is being made use of as an Accessory Use under the Ordinance. He stated Section 200-69 provides for the Accessory Uses, and within that Section there are a series of different

Accessory Uses. He stated Sub-Section 2 is the Bed and Breakfast Use, and Sub-Section 3 is the Boarding Use. He stated the question before the Zoning Hearing Board is has the Township proven that the property owner is unlawfully operating a Bed and Breakfast as an Accessory Use to a residence or in the alternative has the Township properly proven that the property owner is unlawfully operating a Boarding Use as an Accessory Use.

Mr. Wild stated to prove that, you would have to first establish that it is a Bed and Breakfast. He stated the Board heard that the property owner is not living there, and it is an element of the Bed and Breakfast Use that the property be occupied by the owners and that the only people that can work at the Bed and Breakfast are full-time residents. He stated there are a series of Conditions that you have to adhere to if you are operating a Bed and Breakfast. He stated similarly under the Boarding Use again requires that the owner be living there as a full-time resident and boarding people in some of the bedrooms in the house. Mr. Wild stated that is not what is going on, and what is going on is that the house is being rented through Airbnb as a single-family dwelling. He stated there was question from the Board if you could rent the property for a year; and he feels they would all agree that if Mr. Harrison were to have signed a Lease with someone to rent his house for a year, we would not be here. Mr. Wild asked about six months, three weeks, or a weekend. Mr. Wild asked if the rental of a single-family dwelling for a single-family dwelling purpose make it a Bed and Breakfast or a Boarding House; and he would suggest that the Pennsylvania Commonwealth Court has considered this question four times in the last two years, most recently in December, 2017. He stated he provided the Zoning Board this case. He stated in the four cases, the issues are all very related; and in the case that he provided the actual issue is it a Bed and Breakfast. He stated in the case called “Slice of Life” the question was it is a lodging business, and in the case Shvekh, the question was is it a Tourist House. He stated in another case, the question was is it a Lodge.

Mr. Wild stated the case he provided to the Board talks about those other Cases. He stated the Commonwealth Court is now four for four and it has said that you cannot as a Township “shoehorn the Use” into something that it does not fit into. He stated if you do not have a Use that prohibits the rental of a single-family dwelling recognizing that Airbnb is a new thing, you cannot shoehorn it into a Lodge, Tourist House, Lodging business, or Bed and Breakfast; and it is not any of those things. Mr. Wild stated he understands that people do not like that there is a short-time rental of a single-family dwelling in their neighborhood.

Ms. Laura Donovan stated she had a point of order, and the neighbors were told that they were not to discuss whether or not it was a legal Airbnb; and that the only thing they were here to discuss was whether or not the Cease and Desist was properly administered and fulfilled. Ms. Donovan stated she believes that Mr. Wild is out of

order having this conversation because the neighbors were told they could not have that conversation and summarize what they had already said specifically about the Cease and Desist Order. She stated they were told that if they were going to discuss whether it is legal to do this or not, that would be a separate Hearing for another night. She stated she feels Mr. Wild is out of order to try to change the conversation. Ms. Donovan stated they are here to discuss whether or not the Cease and Desist Order was properly administered and obeyed.

Mr. Zanine asked Ms. Donovan if she was here a few minutes ago when the public was asked if they had other questions, as she did not speak up at that time. Ms. Donovan stated they were told if they had already spoken, they could not speak. Mr. Zanine asked if she spoke at the other meeting, and the woman stated she did; however, she stated Mr. Wild is now summarizing but the neighbors were told that they could not. Mr. Zanine stated Mr. Wild is the Appellant's attorney, and he is allowed to make his arguments on behalf of his clients as part of his job. He stated the public was given an opportunity to speak, and she spoke at the meeting in January. Ms. Donovan stated the public was told they could not address whether or not was a legal B and B at the Hearing, and that would have led to different points.

Mr. McCartney asked how it would be the public's determination whether it is a legal B and B. Ms. Donovan stated they could render their own opinions. Mr. McCartney stated he believes they did that at the meeting in January; however Ms. Donovan stated they did not on that issue and they were talking about whether or not they were in violation of the Cease and Desist, and they were asked to keep their points to that. Mr. McCartney stated the Board heard extensive Testimony from the audience stating that there was transient use of the property during the weekends with a lot of traffic at the house. Ms. Donovan stated that was to prove that they were not "ceasing and desisting." Mr. McCartney stated the Board is not here to decide whether the enforcement of the Cease and Desist was carried out during that time period, rather it is to determine whether the Cease and Desist was applicable based on the current Ordinances that are available to the Township.

Mr. DosSantos stated it may be the term being used, "Cease and Desist," since what they were given was a Notice of Violation for violating a provision of the Zoning Ordinance; and they are Appealing that violation, and that is the argument that the Applicant's counsel is making now. Ms. Donovan stated that the attorney is saying that since they do not fit into that, therefore it does not apply. Mr. DosSantos stated Mr. Wild is saying that referencing Case Law where the Commonwealth of Pennsylvania has ruled.

Mr. Wild stated in the years that he has been practicing here there have been a number of trends; and early in his practice they did a lot of Hearings involving developmentally disabled homes. He stated there was a case that came out of Pennsylvania Court that mainstreamed developmentally-disabled persons, and they were allowed to live in typical, routine, ordinary communities and there was a time when there were a number of Cases because people did not like it. He stated he understands that is different and not what people are used to. Mr. Wild stated there were also a couple hundred cell towers, and Ordinances did not have a provision that covered cell towers; although they had telephone central offices, relay stations, etc. until all the Ordinances caught up and now everyone has a Tele-Communication Ordinance with hundreds of items to be addressed. He stated Airbnb may now be the current trend/shift where the Ordinances have not yet caught up.

Mr. Wild stated what Mr. Harrison is doing is not a Bed and Breakfast or a Boarding Use, and he does not meet the elements to be a Boarding Use or a Bed and Breakfast. He stated among other things, that Use itself is an Accessory Use; and there are not two Uses at the Harrison property. Mr. Wild stated it is not a Primary Use and an Accessory Use of a Bed and Breakfast, and it is not a Primary Use and an Accessory Use of a Boarding House. Mr. Wild stated Mr. Harrison is renting his house as a single-family dwelling; and he understands that the neighbors are not “thrilled with that,” primarily it seems because of the short duration that tends to go with an Airbnb rental. Mr. Wild stated while he understands, that it does not make it a violation of the Ordinance.

Mr. Wild asked that the Board dismiss the Notice of Violation and sustain the Appeal.

Mr. Gruen asked Mr. Wild to explain how Mr. Harrison’s rental is different since in all those Case Laws, the owner occupied the property for a certain length of the year such as a week, a month, or a few months a year; and then the Law also found that the rest of the time the people were transients. Mr. Gruen stated the people Mr. Harrison rents to come in for the weekend, and they are not residents – they are transients. Mr. Gruen stated he understands in most of the Case Law they mentioned that it is illegal to rent the house to transients.

Mr. Wild stated the operative word is “most,” and Mr. Wild does not feel that is universally true that all of the Cases that have considered this have had the owner live in the house. Mr. Gruen stated all of them that he read at least part time the owner came in. He stated the owner of the “half-way house” lived there, and they ruled in favor of him even though the other people were transients although they did not call them “transients, they were guests.”

Mr. Wild stated the second point is that each one of those Cases cited a Case called “Riverfront,” which stands for the proposition that the Township is the master of its Ordinance; and the Township can write the Ordinance, amend the Ordinance, and fix the words, but once the Township picks the words, the Township is obliged to follow the Ordinance strictly that it drafted. He stated the Riverfront Case is cited in all four of the Cases. Mr. Wild stated they need to consider the words and language in the Lower Makefield Ordinance; and when you apply the Ordinance specifically and strictly as written, he does not feel they need to get too deep in it to conclude that this is not a Bed and Breakfast. He stated it is not a primary residence where the Bed and Breakfast is being run by family members who live there who serve breakfast and meet what typically a Bed and Breakfast is. He stated they all know what a Bed and Breakfast is, and this is not a Bed and Breakfast. He stated for a Boarding House Use, that commonly means that someone has an empty third floor or an empty bedroom, and they take on a boarder; and that is not what is going on here either. Mr. Wild stated they are trying to shoehorn what Mr. Harrison is doing into a Bed and Breakfast Use or a Boarding House Use when it is not one of those things.

Mr. McCartney stated all four Cases including the City of Scranton there was not an Ordinance for an Airbnb in any of those, and Mr. Wild agreed. Mr. McCartney asked if there was an Ordinance for an Inn; and Mr. Wild stated he did not review the Ordinances, and he would be uncomfortable to say what the City of Scranton or any of the other three Municipalities has in their Ordinance, but he would say that the Cases did not turn on whether there was some other provision in the Ordinance that was more akin to what it was like. He stated the cases turned on the thing that the Township asserted - a Bed and Breakfast, a Lodging Business, a Tourist Home, or a Lodge – it was not that.

A recess was taken at this time to allow the Board to go into Executive Session to provide the Board matters the opportunity to review the Case Law that was submitted with their attorney.

When the meeting was reconvened, and Mr. Gruen asked if anyone wants to say anything before the Hearing is closed.

Ms. Laura Donovan stated the last time they were told that they could not speak to whether or not it fits a B and B, and they could only talk about the Cease and Desist. She stated she has used real B and Bs in thirteen different Countries and two Continents, and she is a big believer of them when she knows that they are legal, that they follow all of the laws of their Municipality, they collect all the taxes, get all their inspections, and all their training. She stated she never felt the need for Airbnb because it is her opinion that Airbnb is amateurs who do not have the training or the inspections and/or “scofflaws.” She stated just to

say that because they do not fit the law, they are not a B and B, and because they do not fit the law or match what is in our law legal businesses, then you are an illegal business. She stated if they really want to be a B and B, they could do it legally.

Mr. McCartney asked Ms. Donovan is what she is saying is that he is not running a Bed and Breakfast because based on her experiences, Bed and Breakfasts do not operate like that. Ms. Donovan stated she would never say that she did not know it met all the legal requirements; and when she reads what makes a legal Bed and Breakfast in our Township, they do not meet the requirements to be legal so they must be illegal.

Ms. Jean Buzgo, 1806 Makefield Road, stated she can see the house from where she lives. She stated there are safety issues as they do not have sidewalks on these parts of the road, and it is a highly-traveled road. She stated she has also noticed, and they can verify this with the Police Department, that when there were transients in the Township when Makefield Elementary School was being constructed, there were several homes robbed, one of which was hers. She stated she also believes that our Township is not a “shore town or a party town;” and it is not a short-rental town. She stated we are a prestigious town. Ms. Buzgo stated to have transients coming into our neighborhood where there are small children right around this area could be another risk. She stated it could also set a dangerous precedent in our Township if we were to decide they can just rent “here and there” to whoever. She stated there are several Schools on Makefield Road, and she asked they will vet out the people who are renting there so that their children will be safe. She stated this will reduce property values in the Township. Ms. Buzgo stated she believes that once the Cease and Desist was ordered, it should have been upheld; and she feels it is “rude” not to do that, and she believes that it would be unlawful if you tell someone to cease and desist those are clear words; and it is still being rented. Ms. Buzgo advised the Board members that if this was their neighborhood, they would not really want this to be going on.

Mr. Gruen stated he feels the Board also has to rule on whether to give the residents Party Status; however, other Board members did not feel they had to rule on that. Mr. Zanine stated Mr. Gruen has raised an issue which came up at the last meeting regarding the Party Status of the people who requested it; and he has done some research on that, and there is no specific Case Law directly on point. Mr. Zanine stated Mr. Wild has made several points about this being an Enforcement Notice Appeal, and therefore the Parties are properly the Appellant and the Township; and if it was any other kind of “critical charge,” the public would not be allowed to become a Party to the Case. Mr. Zanine stated there is Case Law that says there are two types of Parties – Parties to the Hearing and then there are Parties

to the Appeal. He stated the Appellant and the Township are Parties to the Appeal; and the neighbors who spoke at the Hearing are Parties to the Hearing, and they are entitled to get notice of any Decision and notice of future Hearings if the Case was Continued. He stated other than that they do not have the status of the Parties such as the Township and the Appellant so there is a little bit of distinction there. He stated there is also a recent PA Supreme Case that discussed this matter. Mr. Zanine stated the people who spoke from the audience will get copies of any Decision that is made as a Party to the Hearing, and those who asked for that status were Recorded at the last Hearing and will get anything moving forward so there is nothing really to be ruled on although they did want to address that since it was an issue raised at the last meeting.

Mr. Gruen stated they cannot be Party to the Township's Appeal, and it is only for this Hearing.

Mr. DosSantos moved, Mr. McCartney seconded and it was unanimously carried that the Appeal be sustained, and the Notice of Violation issues on August 28, 2017 by the Township be dismissed.

Mr. McCartney stated he would like to address the neighbors, and he stated they do understand what it is like to live in the Township; and he feels their best course of action would be to go to the Board of Supervisors since they are the ones who write the Ordinances. He stated this is such a new thing, it is "tough," but the Ordinance needs to be Amended since the times are changing.

Ms. Lee stated the Zoning Hearing Board cannot enforce something that is not there. She stated the way the Enforcement letter was written, the Case Law to the Board is very clear; and they are bound by those Decisions of the Commonwealth Court. Mr. Gruen stated they need to address the Ordinance to clarify it.

There being no further business, Mr. DosSantos moved, Mr. McCartney seconded and it was unanimously carried to adjourn the meeting at 8:35 p.m.

Respectfully Submitted,

Keith DosSantos, Secretary

