

APPROVED

November 13, 2007
Salford, Pennsylvania

The regular November meeting of the Upper Salford Board of Supervisors was brought to order by Chairman Hagey at 7:30 PM. Messrs. Gular and Poatsy were present.

The report from the State Police noted a total of 57 incidents for the month of October 2007: 16 accidents, one burglary, four false alarms, two criminal mischiefs, seven requests for assist, one traffic violation, two vehicle reports and 24 miscellaneous items.

The Upper Salford Fire Company responded to 19 incidents in October, 10 of which were in the township. The Fire Company requested additional financial assistance in the amount of \$60,000 from the township to purchases necessary equipment that is failing.

During the month of October, the Special Fire Police Unit responded to 19 emergency calls. They assisted at 6 special services; the Harleysville Halloween Parade on October 20, the Paper Chase on October 21 and the Tylersport Haunted Hayride on October 19th, 20th, 27th and 28th.

There was no report from the Lower Frederick Regional Ambulance.

The Green Lane Community Ambulance Service responded to 10 emergency calls in October within Upper Salford Township with a total of 67 calls year to date.

The Planning Commission did not meet on November 7th due to a lack of quorum.

The Zoning Officer issued four permits from October 9th to November 9th. He spent a total of 26 hours in zoning related matters.

There was no report from the Building Inspector for the month of October.

The Park Board did not meet during the month of October.

The Township Solicitor reported that he prepared for and attended several township meetings and met with and/or consulted with township staff. He worked on various subdivision/land development matters including Harker, Wrschka, Damiani, Gehman, Bunton, Hershey Meadows, Vaughn Run, Shelly Square Shopping Center, Bateman, Atlantis Properties, New Life Youth & Family Services, and Lewis. He also worked on various zoning and miscellaneous matters including TH Properties, a conditional use decision for the Bateman tract, a zoning interpretation, the Act 537 Plan, a township policy for Act 167, an O & M agreement for the Krout A/B system, reviewed and revised minutes and had discussions with Mike Furey, Esquire regarding the Salford Station Road Bridge.

The Road Superintendent reported the following work from October 8, 2007 to November 4, 2007: repaired and cleaned equipment, removed trash from parks, continued mowing township roads, parks and island, prepared Church Road for oil and chip project, filled in shoulders along Quarry road, assisted with line painting on various township roads, repaired street signs at Shelly & Schwenksville Roads, opened inlets on Old Church Road, installed concrete blocks at Salford station and Wolford Roads, cleaned shoulders and opened pipes on Roskowski Road, replaced chipper knives, hauled fill and leveled shoulders on Quarry and Roskowski Roads, leveled walking paths in park, and paved trails in the park and filled in pot holes.

On a motion made by Mr. Poatsy and seconded by Mr. Gular, the Board of Supervisors unanimously approved the 2007 Township **Per Capita Exonerations** as presented by the Township Tax Collector and submitted by the Souderton Area School District.

On a motion made by Mr. Gular and seconded by Mr. Hagey, the Board of Supervisors unanimously approved **Resolution 2007-13**, adopting a policy for permitting under Act 167.

Richard Parry from **TH Properties** attended the meeting to answer questions posed to him previously as well as any additional questions. The proposed stipulation was presented and copies were distributed to those attending the meeting. Changes that had been made were as follows:

- Initiated by suggestions made at the October Planning Commission meeting, THP has proposed to pump treated effluent to the golf course from the sewage treatment plant at Shelly Square to irrigate the course, which will supplement the water stored in the retention ponds.
- Some research had been made into the water demands of the course and it was determined that the estimated peak daily demand of about 400,000 gallons per day, as referenced on the plan, is on the high side and it is the belief of the golf course architect that amount would be more than sufficient to irrigate the course.
- The ponds proposed to store rain water would accommodate approximately 1.2 million cubic feet of water, which is about 9 million gallons. The water in those ponds could irrigate the course for approximately 22 days without needing to utilize effluent from the treatment plant or the proposed wells.
- With regard to public amenities such as tot lots and play fields, that would be discussed with the Planning Commission and dealt with through the review process after receiving the Planning Commission's input.
- In response to questions about the proposed usage for the maintenance facility, it was determined that only equipment related to the maintenance of the course such as lawn mowers, trailers, pick-up trucks, fertilizer and things of that nature would be stored there.
- The sewage treatment plant at the Shelly Square Shopping Center will be expanded to the maximum capacity that can be accommodated at that site. Some of the EDUs will be reserved for the proposed Normandie residential subdivision with the remaining EDUs going to the township to help alleviate and address some of the sanitary sewer problems that the township currently has.

Questions and comments from the Board and public included:

- Mr. Poatsy asked if the township could lease back the parking lot for \$1 a year after the township took over ownership of the course. Mr. Parry explained that the agreement is written in a way that there is a joint easement between THP and the township for the use of the parking lot. THP will own and maintain the parking lot, but an easement will be created at the time the subdivision is recorded so that the township and public will have the right to access the parking lot.
- Mr. Poatsy asked if the sewage treatment plant could be divided to separately handle the residential septic from the commercial use at the Shelly Square Shopping Center. He did not want the township responsible for problems from the commercial use, such as grease from the restaurants.

- Mr. Poatsy asked if any financial numbers on running a golf course had been researched. He would like to obtain personal guarantees from the owners of TH Properties if possible.
- Mr. Poatsy indicated he did not have sufficient time to review the entire stipulation and would most likely have more comments and questions in the future.
- Mr. Poatsy asked if the agreement could be amended to state that if the golf course is not completed within 18 months after the final approval, \$100,000 would be added monthly to the \$3,000,000 donation to the township, until the completion of the golf course.
- Ernie Rosato asked if the township would have any financial responsibility to have the effluent pumped and/or stored at the golf course site. Mr. Parry indicated that TH Properties has agreed to cover all of the expenses related to the expansion of the plant and for the sewer lines and pumping system necessary to return the effluent to the course. THP will also be responsible for the cost of the irrigation system.
- Roger Richter disagreed with Mr. Poatsy's suggestion to separate the commercial and residential usage at the sewage treatment plant. He felt that was unnecessary and believed more grease would come from the homes than the few restaurants at the shopping center. Since DEP would regulate the operation of the plant, it is unlikely that the plant would not be maintained to function properly. Mr. Imms indicated that the agreement allows for the township's design of the expansion to the treatment plant so Mr. Poatsy's concerns could be addressed at that time to determine if that would be possible and/or feasible. Mr. Poatsy clarified his concerns are with the residents who will be hooked into the system and will be charged if any problems arise at the treatment plant. He is already receiving complaints about the odor from the plant, which will only intensify with the expansion.
- John Alessi asked if there was an estimate for the cost to hook up to public water and sewer and if other residents would also be able to hook up to the system. Mr. Hagey indicated that currently they are proposing to cover the development and run the line up to Salford Street. No hook-up costs have been determined at this time. He does not know if they will be expanding the service to the Salford area.
- John Alessi referred to comments made during a previous meeting by Clinton Cleaver from DEP indicating that once there is planned sewer, the township can expect to expand and must be ready for the costs relating to the change in infrastructure. He questioned if it was wise to max out the sewage treatment plant at this time. Mr. Parry pointed out that it is not THP's desire to max out the plant, they made the offer to expand the plant to its maximum capacity to provide service to additional residents because of failing systems throughout the township. It was further explained that THP is paying for the full expansion but that it would most likely not be utilized to its maximum capacity at this time. However, it would save the township from the cost to expand the plant in the future if necessary. No expansion of service would occur beyond what is proposed in the stipulation until after the township adopts a 537 plan. Mr. Alessi offered his concern that THP may require more EDUs than expected and may not be allowing for as many other residents to utilize the plant as is needed. He was advised that the township is required to address those issues through the 537 plan whether or not the plant is expanded by THP.
- An unidentified resident questioned why THP would donate the golf course to the township in 35 years, but remove all of their equipment. He asked if any provisions were made for THP to turn the course back into its current condition. Mr. Hagey explained the township will be getting a functioning golf course in operation but THP would have the right to remove their personal equipment and the township would be required to purchase what is necessary to continue to run the golf course if that is what they desire.

- Tom Swaintek was concerned that if part of the remedy in the 537 Plan is to provide sewer to treat other areas in the future, the existing plant may be out of the equation as a possible solution because of the connection to the THP development.
- Jack Stacy asked if the township had considered an alternate site for a treatment plant other than Shelly Road. Mr. Hagey indicated that they have identified the areas that are in need and what areas the Shelly Square plant should be able to service but no determination of another site has been made. Mr. Stacy suggested the hook up costs would most likely be between \$15,000 and \$20,000 to the residents in Salfordville. Mr. Hagey did not have an estimate but felt that was high since the cost would not be covering the expense to expand the plant and run the pipes along the roads. Mr. Poatsy indicated that he has asked the Township Engineer to look into the possibility of smaller individual plants that could service the area in lieu of bringing a pipe in from Shelly Square.
- John Coneghen asked for clarified of a comment in the stipulation that refers to cash or “in-kind”. In-kind was explained to mean something the township requests in lieu of the money but that does not refer to the costs of the expansion of the treatment plant and pipes along Old Skippack to Salford Street.
- Roger Richter indicated that he believed DEP would prefer one treatment plant to numerous smaller plants. Mr. Poatsy referred to comments made by Clinton Cleaver from DEP during the September 19, 2007 joint meeting and suggested that Mr. Richter read those minutes.
- Ernie Rosato asked who would be paying for the smaller treatment plants and who would be maintaining them. He was informed the township would be responsible for maintaining the systems and all of the residents served by the systems would be required to cover the cost to construct the systems and lay the pipes.
- Ernie Rosato asked what would happen if THP cannot continue to run the golf course. Mr. Parry explained that there is a clause in the agreement that enables the township to take over the golf course if operations cease for a period in excess of 30 days during the months of March to November. The township could choose to operate the golf course or turn the grounds into open space.
- Gary Larson asked if it would be noted in the agreement that the purchasers are buying a home on a golf course but that the golf course does not need to be there so that they clearly understand their home may not always be on a golf course and they, in turn, do not come back to demand retribution for the loss of value in their home should the golf course be closed. Mr. Parry indicated that would certainly be disclosed to their buyers at the time of settlement and he assumed that would be a requirement of the townships as well.
- An unidentified resident asked what the township needs with a golf course. Mr. Hagey indicated the township may not need one but the township would be receiving a constructed golf course, which is worth something as is or could be turned into open space. Mr. Parry also added that the township could also lease it to another operator and received income from that operator.
- Mr. Poatsy asked what the financial impact would be to the township by THP leasing back the property they are giving to the township for the golf course in lieu of open space at one dollar a year. He would like to know what the value of a 35 year lease would be if the township were to put the operation out for an open bid.
- Ernie Rosato asked is the township could collect 10% of the greens fees instead of 4% and was advised that the tax rate is set by state law and we cannot amend that rate. The rate is actually 10% based on 40% of the greens fees. THP would also be paying the real estate taxes on the property.

- An unidentified resident asked if any studies had been done as to any health risks involved should the golf course be used for housing. He wondered if there could be any contaminants in the ground that would need to be treated. Mr. Parry indicated that in his experience he has found that wasn't a problem. THP ran a golf course on a site outside of Pennsburg for several years while their plan for a subdivision was being reviewed. They performed all of the necessary environmental and soil testing prior to construction and found no problems. In this situation the property would not be used for housing but would only be returned to open space.
- Tom Brown asked if there was any way in the future the property could be used for further development. Mr. Imms explained that the township would own and control the property. The only way development could occur would be if the township decided to sell the property in the future, but that they would still have to abide by the terms of the agreement.
- Tom Swaintek questioned how the 175 homes were agreed upon. It was explained that the Township Engineer came up with 165 homes and THP's engineer came up with around 185 so they agreed on 175 to end the law suit and to proceed with negotiations.
- John Alessi asked if putting the land into Upper Salford Township's name would be against the township's advantage for tax purposes. Mr. Imms explained that the property would be taxed because of the commercial activity. THP would be responsible for the taxes.
- Jack Stacy questioned the impact on the infrastructure of the township. He wondered if we would need to get a police department or expand the fire department. Mr. Hagey could not answer that question at this time. Mr. Poatsy added that the Normandie homes will be hooked up to public water, which would require installation of water sprinklers. That would offer some relief to the fire company.
- Linda Lewis asked if THP would be exempt from appearing before the Zoning Hearing Board for relief of various zoning issues. Mr. Imms explained that they would be required to seek relief from the Zoning Hearing Board for special exceptions and variances. Interpretations would be addressed in the stipulation. Mr. Poatsy questioned the variance of mixing commercial and residential uses. Mr. Imms explained that under the proposed stipulation, the golf course and club house would be approved as an accessory use and it must remain an accessory use to the golf course whether it is owned and operated by THP or the township. If it ceases to operate as an accessory use for whatever reason, THP would not be able to continue to operate it unless they receive specific zoning relief to permit the commercial use.
- Mr. Poatsy asked what would happen if THP flipped the property to another developer. Mr. Imms stated that the agreement would be binding upon their heirs or successors, as with any agreement.
- In response to a question posed by Peggy Lee Clark, Mr. Parry explained that THP would own the lot on which the club house would be constructed but would not own the property on which the golf course was constructed. After 35 years, THP would retain ownership of the club house indefinitely. They will construct a pro shop prior to the expiration of the lease that could be used to sell rounds of golf and golf equipment. When questioned if that would eliminate the townships right to run a restaurant on the property, Mr. Imms explained if and when THP decides to remove the club house as an accessory use from the golf course, they would need to go before the Zoning Hearing Board to seek a variance. There is no guarantee they will be granted a variance but if they are granted relief and no longer operate the structure as a club house, the township would then be relieved of its obligations with respect to limitations on constructing anything further. The township would always have the option to locate another club house, restaurant or conference center at their discretion.

- Kevin O'Donnell asked to be provided with the total number of EDUs the Normandie site would require. Mr. Hagey indicated that the exact number was unknown but that the stipulation would allow for a maximum of 200. Mr. O'Donnell asked what the total number of EDUs the expanded sewage treatment plant would allow for. Mr. Hagey did not have that number in front of him but indicated he would be able to provide those figures. He knew for certain it exceeded the amount required by the Normandie golf course subdivision. Mr. O'Donnell asked if there would be a penalty clause for THPs failure to provide studies, financial security and responses to the concerns of the Planning Commission and Supervisors as they proceed through the planning process. Mr. Imms replied the only penalty to THP would be that their subdivision approval would be delayed but did explained that there is a provision in the agreement that THP has time limitations just as the township does with respect to the submission of plans and revisions to the plans. If THP delays a submission or revision, the review period is extended by the length of that delay. He further pointed out that there is no obligation on the township to approve the plan.
- Mr. Poatsy asked if the agreement included any terms that would allow a judge to step in and approve the plan based on the stipulation, to which Mr. Imms indicated there was not. If the plans do not comply with the Subdivision and Land Development Ordinance and the context of the approval of the proposed agreement, the township is under no obligation to approve the plan. The stipulation specifically states "this is not an approval of a land development plan". There is no way it can be construed as an approval unless it complies with the municipalities planning code, Subdivision and Land Development Ordinance, the Zoning Ordinance and the proposed agreement.
- Kevin O'Donnell asked for confirmation that if the township delays approval of the plan over 18 months, \$100,000 a month would be deducted from the \$3,000,000 donation offered to the township. Mr. Imms indicated that was correct. Mr. O'Donnell felt that the stipulation was being sold to the township as an economic benefit; however, he believed it would be to THP's benefit to delay the review process. Mr. Imms explained that if THP does not fulfill their obligations under the ordinances to move toward the approval of the subdivision plan, it is dealt with under the agreement. Any delays on THP's part simply delays the period of time that the township has to act. The Municipalities Planning Code requires a decision to be rendered within a certain period of time from the date the application is filed with the township. (Under §508 of the MPC, the Board must render its decision on a plan application 90 days from the date of the first meeting following the date the application is filed. The township is obligated to offer its decision within that period of time or must obtain an extension of the review period from the developer.) If the applicant fails to submit plans on a timely basis, the township can chose to deny the plan. Mr. Parry indicated that THP is very anxious to work toward the approval of the subdivision and would do nothing to hold up the process. They already have a significant amount of money invested in the property and would like to see some return on that investment.
- Mr. O'Donnell asked for an explanation of an evergreen letter of credit. Mr. Imms explained that an evergreen letter of credit secures public improvements pursuant to the land development agreement. It is a letter from the bank confirming the funds are available to secure the improvements. As the improvements are completed, money is deducted from the letter of credit. Evergreen means the letter of credit cannot expire without notice to the township, which would allow a period of time in which the township could call in the letter of credit and receive the remaining funds to be held in escrow rather than in the letter of credit.
- Mr. O'Donnell asked if there was any guarantee that the \$3,000,000 would be given to the township. Mr. Parry explained that it was a requirement for the recording of the plan. The plan would not be recorded until the \$3,000,000 was given to the township. Mr. O'Donnell

felt there was no financial risk to THP to sign the agreement and felt a letter or credit or bond should be issued by THP. Mr. Parry explained that their financial risk would be the money they invest in the project. They will be paying their own bills, which are very considerable, as well as paying for the township consultants. He further stated that it is typical for a developer to make a contribution prior to, or at the time of the recording. That is not something normally escrowed for because it is in the developer's interest to have the plan recorded so that they can begin to build and sell homes.

- Kevin O'Donnell asked if THP has ever submitted a land development or subdivision application of any type and walked away from it before its final conclusion. Mr. Parry indicated THP had never walked away from an application on a property owned by THP. Mr. O'Donnell reiterated his concern that there is no bond or security that would guarantee the \$3,000,000 contribution.
- Ernie Rosato felt that the requirement to provide the \$3,000,000 contribution before the plan could be recorded and before any work could begin was actually a guarantee that the township would receive the contribution.
- John Coneghen reiterated his question regarding how the contribution would be made. It was explained it would be in cash unless the township chose an in-kind contribution.
- Tom Swaintek referred to an insurance amount reflected in the Land Development Agreement (LDA), which he felt was inadequate for a project of this size. Mr. Imms explained that LDA was just a specimen or form agreement used as an exhibit for the purpose of the stipulation. The actual LDA will be made in accordance with the township's requirements.
- Barbara Gormley asked if the homes along Shelly Road would be connected to the sewage treatment plant since the sewer line would run along their properties. Mr. Imms advised that issue would be addressed through the 537 plan. It had not been determined at this time. Mr. Imms explained that the second class township code does not give the township the right to assess a property because a sewer line runs along their property. They only have the right and obligation to assess the properties that are required by ordinance to connect to the sewer line.
- Bob Kulp asked if the stipulation allowed THP the option to get out of the golf course if the expenses outweighed the income, thus putting the financial burden on the township to run. Mr. Parry explained that prior to the expiration of the lease, THP is required to bring the course up to an acceptable level of condition per the township's inspection so that at the end of the 35 years it is a functioning course in a healthy state. He reiterated the requirement that if THP defaults on their responsibility to operate the course for over 30 days between March and November, the township has the right to resume ownership of the course and the right to terminate the lease with THP. It would be the township's decision at that point whether to turn the golf course into open space or operate it as a golf course.
- Tom Brown offered the suggestion that the township could require THP to build their own sewage treatment plant in order to reserve the expansion of the Shelly Square treatment plant to address the existing problem areas in the township.
- John Alessi asked if THP had considered constructing a treatment plant on their site. Mr. Parry indicated that initially on their original conditional use application THP had proposed a treatment plant on their property; however, all discussions made in an attempt to settle the suit were for the expansion of the Shelly Square plant with sewer lines running up Old Skippack Road, which would be a benefit to the residents of the township since THP would be paying for those improvements.
- Mr. Alessi felt it may be more beneficial for THP to build a new plant and save the existing plant for the townships problems. Mr. Hagey explained that they are considering all options

but he felt it best to maximize the existing plant, which may be able to serve more problem areas in the township other than the Salfordville area and THP development.

- Gary Larson referred to comments made by the Township Engineer during the 537 plan discussion, wherein he advised building one plant large enough to handle the three problem areas, which would cost less than building two smaller plants. Mr. Larson was concerned that should the existing plant not be able to handle Salfordville, Woxall and Salford, along with the THP development, an additional plant would need to be constructed at the township's expense. Mr. Hagey did not agree with that comment and indicated that it was not certain that the existing plant would be able to handle all of the problem areas even without the addition of the THP development.
- An unidentified resident asked how many EDUs would be required for the THP development. Mr. Parry indicated that they are reserving 200 EDUs but indicated they are uncertain what the exact amount for the club house and maintenance building will require.
- Mark Krupp voiced his concerns that since it is unknown how many EDUs the existing plan will offer at its maximum capacity, we cannot be certain that what THP is proposing will offer much relief to the township in dealing with the problem areas. If the plant will only be able to handle several more EDUs than the 200 required by THP, the expansion of the plant will not benefit the township. Mr. Hagey indicated that he has some rough estimates of what the full expansion will provide but he did not have them in front of him; however, he did know it was substantially more than would be needed by THP.
- Ernie Rosato asked what the cost of the expansion to the existing plant would be. Mr. Parry did not have those figures available. Mr. Rosato pointed out that expense will be the responsibility of the township, along with the cost of the infrastructure up to Salford Street, if THP does not cover the cost, which would most likely be over several million dollars.
- John Alessi felt that if THP was putting in two to three acre lots, the development would have probably gone through much quicker and the land would have been able to handle that number of homes and there would be no concern with regard to connecting the development to the sewage treatment plan.
- Ernie Rosato felt that the THP development is offering the township relief from a large portion of the expense to implement the 537 plan, which is a requirement of DEP and is long overdue. He felt the township would be foolish not to utilize the assistance of THP.
- Mr. Alessi asked that the costs of the plant expansion and the number of EDUs the expanded plant will be able to offer the township be made available before any decisions are made.
- Rick Sacks felt the township should not allow the THP development offer to direct the township's 537 plan. The township needs to look at the best options before determining what direction to go with the 537 plan. Although he agreed it is beneficial to have a developer assist with the expenses related to implementing the 537 plan, he felt there were down sides to the THP offer, one of which would be to bring municipal water into the township. Mr. Sacks felt we should not jump at the offer without considering all of the down sides, which could be considerable. The 537 plan should be reviewed in full before any decisions are made concerning THP's offer.
- Tom Brown indicated that he appreciated the efforts made by Ken Hagey and Stephen Imms. He realizes they are spurred only by their best interest for the township. He feels they are taking a lot of abuse for their involvement and appreciates the time they have put into the stipulation. He is anxious to hear how the information comes out and feels once it does it may flavor the deal more.
- Tom Swaintek felt that it was important to address the water concerns related to the water usage at the golf course and nearby wells. Mr. Imms indicated that all of the studies required by the Subdivision and Land Development Ordinance will be required of the

developer. The developer has no right to run a well until the studies are completed and establish they can run those wells. The issue of the irrigation of the golf course has not been determined. The developer has agreed to consider utilizing treated effluent to irrigate the course during the peak season. This agreement sets the parameters and context against which the land development will proceed. It does settle certain zoning issues related to interpretations, but it doesn't do anything beyond that. If the township determines the plan does not meet the Subdivision and Land Development Ordinance and THP is unwilling to put the plan into compliance, the township is not obligated to proceed with an approval.

- Mr. Poatsy questioned paragraph 18 of the agreement which states "The Court will have continuing jurisdiction over this matter until final resolution and the fulfillment of all the requirements of this Agreement." He also had some concerns with paragraph 20, which indicates "...this Agreement shall be binding upon each of them, their respective heirs, executors, successors and assigns". And paragraph 21, "Should any action be brought by any of the Parties hereto to enforce any provision hereof, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorney's fees and costs of litigation". Mr. Poatsy felt that if THP was not happy with the township's decision, they could seek retribution of their costs. He believed it was in black and white that the courts were watching over the supervisors and that they were giving up their rights. Mr. Imms indicated that was an overstatement. The township has the right to review and compel the studies to be completed. They have the right to require compliance with the Subdivision and Land Development Ordinance. If THP fails to do that and they seek to enforce an obligation that they feel the township has, no court is going to grant them relief if the township submits evidence to the court that THP has not complied with their obligations. In the end, THP would be required to pay the township's legal fees for filing spurious action against the township.
- Mr. Poatsy noted that there is no clause that allows either side to terminate the agreement. He questioned why the township would sell or transfer reserved EDUs. Mr. Hagey explained that was included because THP wanted to confirm that the necessary EDUs for the residential dwellings, clubhouse and golf course would be reserved for their use. The stipulation reserves up to 200 EDUs for THP.
- An unidentified resident asked if the public water would only be used for the houses and not to irrigate the golf course. Mr. Hagey indicated the water would be used for the houses but that THP also has to option to use the public water to irrigate the course if they have problems with on-site wells. They could also use the treated effluent, which is the same water that would go into the creek if not pumped back to the golf course.
- Tom Swaintek asked what the greens fees were estimated to be in an attempt to determine what type of course could be expected. Mr. Parry did not know.
- Ernie Rosato asked how much effluent would be stored on site at the golf course. Mr. Parry indicated that they have the capacity for nine million gallons in the retention ponds; however a good portion of that would come from rain fall. The effluent would supplement what is received naturally through the rain. Mr. Parry did not know if the effluent would be stored in the retention ponds. Mr. Rosato asked if the ponds and effluent from the plant were inadequate to irrigate the course and wells could not be installed, would public water be utilized for the irrigation. Mr. Parry indicated it would, however, Mr. Imms pointed out that additional wells were not addressed in the stipulation. Mr. Poatsy asked if North Penn water could come in and take water, to which Mr. Imms replied they could not.
- Barbara Gormley asked if changes could still be made to the stipulation. Mr. Hagey indicated that they are listening to and considering all comments. If something was feasible to do, the board would approach it. Mrs. Gormley asked what it would take to change

something in the agreement. Mr. Hagey advised they would need proof that there is a better method. Mrs. Gormley asked if they would need to hire experts to offer that proof. Mr. Hagey responded that would be her option.

- Mark Krupp asked what Mr. Hagey estimated the length of time for public comment would be. Mr. Hagey indicated that depended on what comments were brought out. If something is brought out that has substance, they may need to look into it further. Mr. Krupp asked if Mr. Hagey anticipated 60 to 90 days, to which Mr. Hagey indicated he would anticipate before that.
- Kevin O'Donnell asked Mr. Hagey if it was his intention to move this forward before January 1st, to which Mr. Hagey responded it was. Mr. O'Donnell questioned his decision in spite of the election. He stated that as a candidate, his platform was against the process. 90% of the people voted for him because they were against the process. Mr. Hagey felt that those people were misinformed since it depended on the angle the presenter took, such as whether they harbored on secret meetings.
- Mr. Poatsy asked Mr. Parry how the public sewage fees for his development would be collected. He also questioned who would be billing, collecting, and paying for the person responsible for those jobs. Mr. Parry replied that would be a matter for the township. THP would be paying for the expansion and installation of all of the sewer lines, which would help the township resolve existing problems. As part of resolving those problems, the township would be incurring costs that would be levied against the township residents. The costs incurred by the community THP is proposing will be paid by the new residents that move into those homes. Mr. Poatsy felt the township should not have to chase THP's costs associated with the use in the THP development. He questioned THP's integrity. He felt the township did not have the opportunity to hash out issues at a public meeting and believed they were going around the government process. He was strongly against the idea that it was going to be railroaded down the township's throat before January 1st. He indicated THP is going to get what they want and have a judge looking over it. Mr. Poatsy felt the agreement was binding the township and people on future boards on something the people don't want. Mr. Poatsy felt THP was circumventing government and circumventing democracy and no one was willing to listen to what the voters said. Mr. Poatsy would like a full hearing by the Planning Commission, which cannot be done within 45 days. Although it may appear to be common sense to some people, an agreement that changes the face of the township should be agreed upon by all parties and those in the future. This is giving small municipal government a bad name. Mr. Poatsy quoted a verse from Philippians, "Whatsoever is true". He does not feel THP is being true. They are sticking it to the people. He felt Mr. Parry should go back to THP and ask them to work this out because he believed this agreement is so one-sided and bad for the people of the township, the township would be better off going to court because if we lost it wouldn't be as bad as this. He then claimed we can't because the majority of the board would not approve that and in this system, back door deals work. He asked Mr. Parry to go back and look at paragraph 28 regarding modifications, because he thinks what THP and this board have done is incomprehensible.
- Tom Brown felt that it was wrong for Mr. Poatsy and Mr. O'Donnell to assume that Mr. Hagey and Mr. Gular had already made up their minds. He also added that whatever decision they made, he believed would be made with the best interest of the township at heart since they have no personal interest in the decision.
- Bob Kulp asked why the township was against the school that was previously proposed for the site and asked Mr. Poatsy if he would ever agree to anything for the property. Mr. Poatsy stated that he wrote the school board lobbying for the school. Mr. Kulp felt we need to accept that something is going to go on the site. Mr. Poatsy responded that if they perked

the site they would only get about 80 houses or less so he felt the 175 homes were a homerun for THP.

- Mr. Alessi felt a decision should not be made until all the information requested was provided and before the 537 plan was completed. Mr. Hagey explained the 537 plan was a separate issue running parallel with the THP development. Mr. Alessi further stated he believed a lot of work was put into the stipulation and asked what the problem would be to wait for the next supervisor to take office before a decision is made. He feels the proposed development may offer economic benefits to the township but thought the agreement should be made in conjunction with the 537 Plan. Mr. Hagey stated he did have all of the facts and answers to the questions being asked, he just didn't have all of the numbers in front of him at this time. Mr. Poatsy asked it that included a financial analysis of the township's responsibilities to own a sewage treatment plant and to rent THP's property back to them for one dollar a year after they give it to the township. He felt the one dollar a year lease was illegal.
- Mr. Alessi stated the township does not want a law suit. He asked the township solicitor if he felt we would incur less risk as a township from a legal prospective by asking for the facts before a decision is made. He thought it was wrong to make a decision too soon as he felt that would bring on all kinds of law suits against the township. He would like to see the township work with THP. They are a local builder and have a lot of good people working for them. We all were able to put house up and we can't say houses are wrong, but there has to be a way to handle this in a timely matter that is suitable to everyone . He did feel Mr. Hagey tried hard to put together a good deal for the township, but thought we need to consider it may not be the best deal. Given the chance, we could work with THP to make it a better deal.
- An unidentified resident asked if the information requested would be available at the next meeting to be held the following week. Mr. Parry felt he could get all of the information together by that time. The resident indicated he did not like the idea of a golf course since there was another so close. It didn't make sense to him but agreed it was THP's dollar.
- Ernie Rosato asked if the township could have weekly meetings until a decision was made. Mr. Hagey responded that it has been and will remain on all agendas until a decision is made. If the board chose to have an additional meeting, they could request and advertise a special meeting.

There were no further comments regarding the THP stipulation.

On a motion made by Mr. Gular and seconded by Mr. Hagey, the Board recommended approval of the bills for November 2007 amounting to \$113,126.35. The vote carried two to one with Mr. Poatsy voting nay. He disagreed with the extensive cost to pave some of the trails at the Upper Salford Park. He realized the township would be receiving a grant for \$10,000 to go towards that expense, but thought the cost should have been kept closer to that amount. He is concerned about running into a deficit with fuel prices increasing and the rising costs to maintain the roads throughout the winter months.

The receipts for the month of November 2007 totaled \$72,051.43.

The Treasurer's report noted that as of November 13, 2007 the books were in balance with the assets totaling \$3,103,056.86, liabilities totaling \$970,250.55 and total liabilities and equity totaling \$3,103,056.86.

On a motion made by Mr. Gular and seconded by Mr. Poatsy, the minutes from the October 9, 2007 Board of Supervisors meeting were unanimously approved as written. Mr. Poatsy asked that all minutes be printed in the same font for the minute books to keep it uniform.

On a motion made by Mr. Hagey and seconded by Mr. Gular, the Board of Supervisors unanimously approved raising the township's **contribution to the fire company** from an annual 70% contribution toward the KME Rescue Pumper purchased in 2004 to 90%. Additionally, the annual donation will be increased by \$10,000. Both increases will begin in 2008.

Mr. Poatsy indicated that he would like to see the fire company's audited financial statements. The Fire Chief, Brian Gwiazdzinski indicated that audited financial statements had been provided prior to the purchase of the pumper and would continue to be provided upon request. Quarterly statements are sent to the township by the fire company's accounting firm. Mr. Gwiazdzinski pointed out that the fire company secured around \$375,000 in grant funding which has saved the township that expense. Mr. Gular noted that the additional funding to the fire company did not meet their request of \$60,000 as presented to the township per the fire company's November report. He was concerned with the ramifications of using insufficient equipment. He asked if a priority list could be provided to obtain those items needed most. Mr. Gwiazdzinski indicated that he would do that. Mr. Poatsy was concerned that the township could not increase its contributions to the fire company further without raising taxes.

Ernie Rosato asked if anything in the budget could be cut to allow additional revenue to be directed to the fire company such as costs relating to the parks. Mr. Hagey indicated that they would be reviewing the budget later in the meeting. Mr. Rosato suggested possibly the fire company could seek local corporate sponsorship. Mr. Hagey felt that the fire company had done more than could be expected by securing the funding that they had.

The **2008 budget** was reviewed. As presented, the budget fell short around \$120,000. Some changes suggested were as follows:

Revenue:

- The lease for Orchard Park would have to go out for bid for the 2008 season. An estimate of \$600 could be used for the purpose of the budget. The township solicitor will work on a lease agreement.
- The budgeted amount for zoning and subdivision application fees should be reduced to \$1500.
- State allocation for liquid fuel funds was increased by \$8000 due to the states estimate.

Expenditures:

- Auditors' expense should be increased to \$6500.
- Mr. Hagey felt the township should consider purchasing a generator for emergency backup although he realized it might be best to postpone the purchase until the following year if this year's budget does not allow for the expense.
- The fire company contributions were changed per the motion made during the meeting.
- The building inspectors' costs were discussed. The budgeted amount may need to be increased. The hourly rate for TEI was unknown and would be needed before estimating next year's budget.
- Road Maintenance and Repairs were decreased by \$10,000
- Road Construction and rebuilding were decreased by \$8000
- The \$100,000 allocation for land purchase was removed.
- Any additional shortages should be taken from road construction and rebuilding

The Township Treasurer was directed to make the suggested changes and advertise the posting of the budget.

Additional questions from the public included:

- Mark Krupp questioned the sewer district boundaries proposed in the 537 plan. He questioned why Woessner Road was included. Mr. Imms suggested that question be directed to the Township Engineers at the next joint meeting.
- Ernie Rosato asked what the possibility or feasibility would be to increase the board of supervisors to a five member board. Mr. Hagey indicated that the number of members is usually dictated by the size of the community but there is nothing that would restrict a five member board. It depends on the desire of the township residents.

With no further comments or questions, the meeting adjourned at 11:15 p.m.

Respectfully submitted,

Susan Rosato
Assistant Secretary