

APPROVED

November 21, 2007
Salford, Pennsylvania

A joint meeting of the Upper Salford Township Board of Supervisors and Planning Commission was brought to order by Chairman Hagey at 7:30 PM. Messrs. Gular, Poatsy, Raisner, Sacks, Nase and McMaster were present. Eric Jarrell, County Planner, Mike Reinert, Township Engineer and Stephen Imms, Township Solicitor also attended. Mr. Giannini was absent.

The **Bateman** preliminary plan was reviewed during this meeting because the November Planning Commission meeting had been cancelled due to a lack of quorum. Appearing before the Planning Commission was Steven Fisher, from Spring Mountain Home Builders, Matt Williams from Hibbeln Engineers, Joe Valentine from DelVal Soil and Environmental Consultants and the property owner, James Bateman.

Mr. Williams responded to the Township Engineer's letter of October 25, 2007 with the following comments:

- Item #4: With regard to controlling runoff from entering the public street, Mr. Williams indicated that most of the lots fall off from the road so there would not be much driveway runoff. Any runoff that might be directed to the road would be intercepted via the swale. There are culverts proposed for each driveway and grading to the culverts.
- Item #5: The Township Engineer questioned whether the township desired replacement area testing to be required for all lots or only those determined to have marginal soils, (Lots 1, 6 & 8). The current ordinance does not require backup sites; however, the Township Engineer felt it was a good practice to have backup sites for all lots. The developer will be providing maintenance agreements for all of the systems. Steven Fisher indicated that they had followed the direction offered at the previous meeting by locating alternate sites for the three lots with marginal soils. He felt that due to the size of the lots, backup sites should not be an issue.
- In response to comment #13, Mr. Fisher brought out a copy of the "Images of Old Upper Salford" book, which included a picture and information about the existing dwelling on lot #5 and referred to double occupancy of the home back in the 1800s. The dwelling has two front doors and is separated by a stone wall. Mr. Bateman believes the current two-dwelling use of the property is actually an existing non-conforming use, which may have existed since the house was built. Mr. Raisner advised that the existing septic system would need to be tested to handle the capacity of two dwellings. Mr. Valentine explained that the system has been tested and is functioning properly with the usage from the two dwellings. They are also providing a backup location. The plan notes that the property is deed restricted and the Township Solicitor pointed out that it is a requirement for the developer to provide a restriction in the deed of conveyance. The Planning Commission was acceptable to the information provided regarding

the existing non-conforming use and the septic provided on the lot as long as the use was not intensified.

- Mr. Sacks felt that although the township should tighten up their requirements for all lots to have a backup site, the lot sizes for this development offer flexibility on getting a backup location in the future. He felt there should be tight agreements for maintenance and operation of the systems to keep them functioning properly.
- It was agreed that the basin perimeter lengths and landscaping met the intent of the ordinance. The ordinance was addressing larger community basins as opposed to the smaller individual ones proposed in this development.
- Mr. Raisner questioned why full widening of the road was not proposed. Mr. Williams indicated they were trying to salvage some of the mature trees along the side of the road, as well as match the existing widening.
- Mr. Raisner was interested in the value of the waivers. He felt that some street trees could be used in other locations. Mr. Williams explained that they will be providing street trees where none existed but felt some of the existing trees met the intent of the ordinance; therefore, he did not feel they were asking for a waiver of street trees.
- Mr. Raisner questioned if an easement to access the stormwater structure to allow the township to go onto the property if needed would be a good idea. Mr. Imms felt there should be a means of access since the township has the means of enforcement. Mr. Williams asked if a blanket easement for the full development would satisfy the requirement, which was acceptable to the Township Engineer and Planning Commission.
- Since the developer planned to utilize existing plant material to meet the buffering requirements, Mr. Raisner asked if a note was on the plan confirming that all noxious and/or invasive species would be removed as per the Subdivision and Land Development Ordinance. It was determined that requirement applied to the Riparian Corridor in Section 612.I.
- Mr. Hagey indicated that he was under the impression that full road widening, curbing and storm sewers were to be installed for the entire tract. He thought that had been agreed upon by the Planning Commission and conveyed to the applicant. He also was concerned about the eight individual basins. He would prefer to have one individual responsible for maintaining the basin properly. He also felt that stone swales would be mistake. Mr. Gular agreed with the road widening since we have run into problems in the other developments with the 26' road width. Mr. Bateman claimed the road improvements implemented on the plan had been discussed fully and approved during the sketch phase. The 26' width was to meet the existing widening, which abuts the proposed development.
- Mr. Poatsy confirmed that deed restrictions would be placed on all of the properties to restrict further subdivision.
- Mr. Poatsy asked how backup sites could be protected so that other structures are not placed over those locations. Mr. Valentine indicated the only option would be for the Zoning Officer to review the subdivision plans before permits are issued.

- Mr. Poatsy mentioned his concern that by removing the cedars along Salford Street, the snow would be drifting into the road. He suggested installing some type of landscaping that could serve as a snow fence.
- Mr. Nase felt that the cost of waivers should be reviewed before a decision is made on the plan. He also felt a new revised plan should be submitted with the full road widening, storm sewers and curbing. Mr. Fisher responded that he purposely went through the sketch process to work out those details ahead of time to avoid this problem in the end. Engineering expenses had been incurred to meet the desires expressed by the Planning Commission. He felt it was unreasonable to expect them to go back to make changes at this time. Mr. Hagey explained that he believed the Planning Commission expressed their desires for full road widening during those initial sketch reviews and he apologized that he had not realized previously that desire had not be complied with. He also felt esthetically and functionally the eight individual stormwater basins were a bad design. Mr. Williams felt one basin to control the whole lot would not be possible. The new state regulations do not favor one large basin any more.

A motion was made by Mr. McMaster to recommend preliminary approval of the plan, along with the waivers noted on the plan. He felt the developer had been working with the township from the beginning and that a decision should be made. The motion died for lack of a second.

Mr. Poatsy asked that the developer be given direction how to proceed. It was agreed that the stormwater basins met the intent of the SALDO and were acceptable to the Planning Commission. The issue of the road widening would be tabled until the December Planning Commission meeting.

On a motion made by Mr. Sacks and seconded by Mr. Nase, the Planning Commission unanimously recommended acceptance of a fee in lieu of widening the road associated with the **Gehman** subdivision at 1754 Wolford Road.

Richard Parry from **THP** attended the meeting with answers to some of the questions posed at the recent Board of Supervisors meeting and to give the Planning Commission the opportunity to ask additional questions. He began by giving a brief recap of how they arrived at the current stipulation and then provided the following answers:

- The fully expanded sewage treatment plant would offer around 250 to 300 EDUs for the township's use, above the usage at the golf course and shopping center. At \$7000 per EDU, that amounts to approximately \$2,100,000 to the township.
- The extension of sewer lines from the intersection of Shelly Road/Schwenksville Road along Old Skippack Road to Salford Street would roughly cost \$300,000.
- The golf course will be given to the township. Although uncertain of the exact value of the golf course, Mr. Parry estimated it to be worth several million dollars.
- Mr. Parry indicated that the subdivision plans will be amended to comply with the stipulation if the stipulation is approved.

- THP has agreed to utilize effluent from the treatment plant to irrigate the golf course.
- The capacity of the fully expanded sewage treatment plant would be approximately 125,000 to 150,000 gallons per day, which would provide an additional 450 to 500 EDUs. The plant can only be expanded once. THP has agreed to expand it to the size desired by the township up to its capacity.
- The expected peak daily demand for golf course irrigation in the height of the summer months would be 409,000 gallons of water per day. Currently the plan proposes storage for about 9,000,000 gallons, which could irrigate the golf course at peak demand for 22 days without relying on effluent from the treatment plant or individual wells. If over 100,000 gallons a day is added from the treatment plant, those resources would be significantly expanded.
- The estimated annual revenue to the township from the greens fees would be \$84,000 based on \$60 a round at approximately 35,000 rounds per year with 4% going to the township.
- Tot lot locations would be determined through the planning review process.
- The maintenance facility would be for lawn mowing equipment, trailers, trucks and fertilizer.

Comments and questions from the Planning Commission, Board of Supervisors and public included:

- Mr. Raisner asked what changes had been made to the plan since it was initially submitted. It was advised that some notes were deleted because they were dealt with in the agreement.
- Mr. Sacks was concerned with many aspects of the plan from the golf course to having a subdivided out commercial property owned by THP in the middle of a residential area. He is also concerned with the water supply.
- Mr. Sacks questioned the 20% of the open space that is not included in the golf course. He could only locate areas within the riparian corridor and steep slope district, which he felt shouldn't be included in the calculations.
- Mr. Sacks asked if the specific layout of the proposed development was locked in to the agreement. Mr. Parry indicated he believed the site is to be developed in general conformity to the proposed plan. There would be some flexibility for changes, but conceptually, that would be the layout. Mr. Sacks was concerned with section 4.b of the stipulation, which states THP shall be permitted to proceed with a subdivision and land development submission utilizing the general conceptual layout design. Mr. Imms explained it is a general conceptual layout. All of paragraph four was intended to provide the context against which a land development is to be reviewed. It was also intended to define what ordinances were to apply. Additionally, it was intended to define the relief that was specifically granted in terms of the stipulation all relating to the zoning case, not to the land development of the property. The land development is to proceed in accordance with the terms of the agreement but on its own merits. The land development layout may change significantly, depending on how the Planning Commission reviews it, and how the applicant has to comply with the terms of the Ordinances as defined in the context of the agreement. That plan assumes certain

- relief that has not been granted and they have not yet obtained. That could result in the substantial change in the development. It was not intended to provide a lock-in plan. The stipulation does not approve anything beyond the four corners of the initial application that was filed and the land use appeal that is currently pending before the court.
- Mr. Sacks questioned what would happen if the township and the developer could not come to an agreement on the plan and the township chose to deny it. Mr. Imms explained it would be the same as any other land use matter. It could potentially be appealed. The difference now is that the developer would be required to comply with the defined terms of the Ordinances and codes that were in effect as of the date the conditional use application was filed. That is pursuant to Section 913.1 of the Municipalities Planning Code which provides certain vested rights in a conditional use application and plans which follow from that. If the township were to conclude that the plan failed to comply with the Subdivision and Land Development Ordinance or the Zoning Ordinance, and the developer was unwilling to amend the plan to comply, the Board could resolve to deny the plan and it would proceed as any other land use matter. When asked if that would put the township in the same position as it currently is in, Mr. Imms explained that if the applicant chose to appeal the decision, they would not be appealing the zoning issues since that matter would have been resolved in the context of the stipulation. The plan would be evaluated on the merits of its own submission. The township, in a resolution, would cite the deficiencies in the plan that warrant its denial based on its failure to comply with the township ordinances. If the plan is denied on the bases of an inconsistency or failure to comply with a specific provision of the code, then the court would be reviewing that denial which is entirely separate from the land use case.
 - Mr. Poatsy stated he was concerned with the wording in the stipulation as Mr. Sacks pointed out, referring to the general configuration. He also felt it implied the township was locked into the configuration of the homes, roads and golf course. Mr. Imms explained that if the stipulation were to lock the township in to the plan submitted, there would have been no need to define which Subdivision and Land Development Ordinance and Zoning Ordinance the plan would be reviewed under. There would have been no need to define what relief was granted and what was not. There would be no need for the Planning Commission to review the plan because everything would already have been decided. The stipulation was actually drafted to avoid any potential misconception that the stipulation could be construed as a plan that the township had to comply with lock, stock and barrel.
 - Mr. Sacks asked why the Land Development Agreement cannot be specific at this point, referring to section 4.f. of the stipulation. Mr. Imms explained that he did not want it to be specific at this point to allow for flexibility. As an example, he discussed how two years ago the agreement did not require well certifications as is currently required. It's to the benefit of the township to draft the Land Development Agreement at the time the plan is approved in the event that additional amendments are made during the review period. Additionally, the cost of the improvements is unknown at this time.

- Mr. Sacks referred to section 4.g.ii. He questioned if that was giving THP something beyond what is written in the ordinance. He asked what all is included as accessory uses. Mr. Imms indicated it would include the accessory uses identified on the plan as of the date of the application. Changes could be made but those changes would need to be reviewed in the terms of the ordinance as they are obligated to do. THP cannot change or add uses without getting approval for those uses.
- Mr. Poatsy asked for clarification of the accessory uses. Mr. Imms indicated that the club house would be one. Mr. Poatsy asked if the club house would include a restaurant and a bar, which Mr. Parry referred to as a commercial use. Mr. Imms explained that it is a commercial use in the extent that it is open to the public, but it is an accessory use to the golf course. Mr. Poatsy felt a restaurant and bar is not a good place to keep the clubs and fees. He thought the Planning Commission should make the interpretation of the accessory use. Mr. Imms replied that the Planning Commission does not interpret the Zoning Ordinance. The Zoning Hearing Board also does not normally interpret in that respect, although they could. Mr. Poatsy asked if that was leaving an open loop hole. Mr. Imms did not feel it was since all of the uses could only be accessory to the principal use of the open space which would be the golf course. THP could not add on without the township's approval. The club house is not included in the area designated as open space.
- Mr. Sacks referred to section 4.g.iv., regarding the restoration of the riparian corridor to facilitate golf play over the corridor. He questioned why the riparian corridor would not be restored to natural. Mr. Imms explained the specific purpose of that interpretation is to permit the use but does not define how it should be restored when the use is completed. Putting in a sewer line would most likely be restored to precondition; however, a road, driveway or cart path would not be restored.
- With regard to time frames, Mr. Sacks asked what would happen if the developer returns a submission within the required time frame but it fails to address all of the issues or comments made by the Planning Commission. He wondered how that would be dealt with. Mr. Imms responded that if the Board determines there is an inconsistency with the provisions of the plan to the SALDO, then the Board has the ability to act on that. They can either choose to accept the developer's proposal or deny the plan. Mr. Imms did not believe it would stop the clock if all issues requested by the Planning Commission are not met by the developer; however, if the review period is getting close to the end of the 18 months and there are issues that the Planning Commission believes fail to comply with the township's SALDO, they can recommend denial of the plan to the Board of Supervisors. Denial of the plan is the option that is always open.
- Mr. Poatsy asked if the stipulation would have any weight if the plan is denied and the applicant appeals that decision. Mr. Imms did not believe it did. Mr. Poatsy asked if there would be any costs associated with that appeal, to which Mr. Imms replied would be the same as any other appeal. Mr. Imms further stated that this stipulation does not deal with what happens in the event of a land use appeal as the result of the rejection of the plan. The purpose of the stipulation is to resolve the zoning case that was commenced in January 2002. Mr. Raisner

disagreed with Mr. Imms. He felt there was wording in the stipulation that addressed the legal aspects regarding liability and expenses if there are some disagreements. He suggested that section be reviewed.

- Mr. Sacks asked what would happen with THP's offer if the plan is denied. Mr. Imms indicated the deal would no longer exist.
- Mr. Sacks was concerned with issues not addressed in the township ordinances, such as safety issues relating to the golf course such as balls hitting too close to the homes. Mr. Imms indicated those items could be addressed with buffering.
- Mr. Raisner asked Mr. Parry if it was his understanding that THP viewed the stipulation as Mr. Imms does. Mr. Parry indicated that he was not in a position to comment on his opinion. That would be a question for THP's land use attorney. He's not saying it would be different, only he cannot commit to every statement made by Mr. Imms since he obviously represents the township. He did say that their attorney, Edmund Mullin, and Mr. Imms spoke on numerous occasions and Mr. Mullin is comfortable with accepting the stipulation as well.
- Mr. Sacks asked what could be done if THP does not present the required donation to the township within 5 days of the recording of the final plan. Mr. Imms indicated that it is enforceable through the court and any expenses incurred by the township to secure the funds would be recovered from the developer.
- Mr. Sacks questioned what was parcel C. He was advised that would be the property adjacent to the maintenance building.
- Mr. Sacks questioned if the stipulation inferred or granted any rights in advance to other things in the open space. Mr. Imms indicated it did not. What is approved on the final plan is all that will be permitted.
- Mr. Sacks didn't like the idea of a commercial property sitting in the middle of a residentially zoned property. Mr. Imms reiterated his comments made earlier regarding the accessory use in connection to the golf course. Mr. Sacks did not see how the property could be subdivided out to be owned by THP properties when it was included in the green space requirement. Mr. Imms responded that it was not included in the green space calculations. Mr. Sacks felt that the township should own the property that the club house is on and lease it back to THP. Mr. Imms indicated that tenancy of the property is a non issue. Zoning has nothing to do with tenancy. The club house is an accessory use. Mr. Imms used an example of a farm stand as an accessory use. It is a commercial entity, but permitted in the R-2 zoning as an accessory use. Once the club house fails to operate as an accessory use to the golf course, it is no longer permitted without obtaining specific zoning relief. Mr. Sacks could not see how the separate ownership allowed the same rights for the accessory use.
- Mr. Sacks did not like the idea of THP removing all of their equipment from the golf course once the township took over the operation in 35 years. He felt that would be a burden to the township at that time.
- Mr. Sacks questioned why the township would want to secure a tax exempt status as allowed in section 8.d. Mr. Imms indicated that statement only gives the township the option if it chooses to seek a tax exempt status at some time for any reason. The township is in no way obligated to secure a tax exempt status.

- Mr. Sacks asked for an explanation of a declaration of condominium as indicated in section 9.b., relating to parcels A1 and A2. Mr. Imms explained parcel A1 will be conveyed to the township for the pro shop, while parcel A2 will be owned by THP. The declaration of condominium keeps the property as one tract but divides the area that will be conveyed and owned by different people. If the property is condoed out without additional zoning relief to permit commercial use, it can only exist as an accessory use.
- With regard to section 11 regarding water and sewer services, Mr. Sacks asked why we locked the public water service from North Penn Water authority into the agreement. Mr. Imms admitted that was something the township conceded to. Mr. Sacks went on record to say he had a lot of issues with that, however, time did not allow him to go into that further.
- Mr. Sacks also questioned why the water line would be run along Old Skippack to Salford Street. He was of the impression only sewer lines would be ran to Salford Street. He did not feel there would be a need to run the water line. Mr. Hagey indicated that was a township request. He explained that some residents don't have the option to use their well water, as is the case with some residents in the village of Salford. He also felt that some residents in Salfordville would also be glad to get water even if it does taste like chlorine. In Mr. Hagey's opinion, no one will be forced to hook up to the water service if they do not want to.
- Mr. Sacks questioned the last sentence in section 11 which indicates "The Township shall not be required to permit the location of any production wells to be owned or operated by any water authority or PUC regulated water company". He did not see what stops North Penn Water Authority from putting in a well. Mr. Imms informed Mr. Sacks that issue is already addressed in our agreement with North Penn Water Authority which has already been extended into our township at the Shelly Square Shopping Center.
- Mr. Sacks felt there were issues with locking into the Shelly Square treatment plant, one being the township's responsibilities with the commercial plant versus residential issues and the complications with that. Additionally, with DEP tightening up the effluent limits and also looking for other disposal options than stream discharge. He wasn't sure if expanding the plant was the best option for the township.
- With regard to section 14, relating to the clubhouse and other facilities, Mr. Imms explained the township would have the right to construct a clubhouse facility upon the termination of the lease of the golf course in the event that the proposed clubhouse structure no longer serves in that capacity of an accessory use to the golf course. He agreed the proposed use of the clubhouse is a commercial use, but reiterated there was no change to the zoning and it was not a stand-alone independent commercial use.
- Mr. Sacks asked if the Warren Long property was subdivided out before or after the acreage of the development was calculated. Mr. Raisner replied that those calculations have never been defined. It was inferred that with the additional dwelling units on the Long property, the actual number of units on the entire site exceeded 175 dwellings. Mr. Nase felt the end result amounted to an additional six EDUs required on the present non-conforming use of the property. He questioned what the \$25,000 would be applied to and whether it was for sewer or

- if it was for an IEBC evaluation of the existing structures now housing apartments. Mr. Parry indicated that it would be used to bring the property into compliance with the township codes the best they could. Mr. Nase asked if sewage would be supplied to the Long property and was advised by the township solicitor that would be decided by the township.
- Mr. Nase questioned the reason for the club house to be on a separate parcel from the golf course. Mr. Parry explained that although it is an accessory use to the golf course, it was not included in the open space calculations. One of the first requests of the township was to obtain ownership of the golf course. If the ownership of the golf course remained with THP, that lot line would not exist. Mr. Nase did not understand how the club house could be used as an accessory use to a separate parcel. He felt that there should be an architectural review if mixing housing and commercial. He would like to impose voluntary architectural guidelines.
 - Mr. Poatsy asked whether under the 2002 zoning this development would be considered a conservation subdivision which would give the township the option to take over the open space. Mr. Parry indicated that the golf course was never proposed as open space but rather as estate lots, which they planned to retain ownership of. Mr. Poatsy felt that public water and public sewer could only be used in a conservation subdivision. Mr. Imms indicated that was also an option with open space estate lots; however, he clarified the golf course was clearly not intended as estate lots through the proposed stipulation.
 - Mr. Nase felt that the septic lines proposed in the stipulation are leaving out existing properties in the vicinity of the development that should be included, and would most likely be included in the sewer district through the 537 Plan review.
 - Mr. McMaster indicated he did not have any comments at this time, but would have comments at a later time relating to public safety issues. Mr. Raisner asked Mr. Hagey if the Planning Commission would have another meeting in which to discuss the plan prior to any decision being made by the Board of Supervisors. Mr. Hagey indicated that it depended on what issues were raised during the meeting. Mr. McMaster, therefore, asked what improvements would be made at the intersection of Shelly Road/Schwenksville Road and Old Skippack Road. Mr. Parry indicated that THP has agreed to complete any improvements that are warranted or required to comply with PennDOT and the township's regulations. Mr. Hagey clarified that if the township asks for a traffic study and the traffic study indicates the need for a signal at the intersection, they would be required to install one. That would be dealt with through the Planning Commission review process.
 - Mr. McMaster mentioned his concern with the width of the roads within the development. Mr. Hagey indicated that would also be dealt with through the Planning Commission review process.
 - Mr. Raisner indicated that he was concerned with the vague areas of the stipulation that are not black and white. He wanted to hear from THP's attorney, Ed Mullin, that he agrees with Mr. Imms interpretation of the stipulation. He is concerned with THP's perspective. Mr. Raisner was apprehensive about the language at the end of the agreement that refers to monetary damage should the plan not be approved. He did not want to put the township into a financial

situation if the plan could not be agreed upon between THP and the township. He also wanted to know that the Planning Commission would have the option to compel THP to certain conditions not covered in the Ordinances and MPC, but may relate to items not addressed such as safety issues. Mr. Raisner was skeptical about the findings provided by professionals hired by THP, whose motivation and loyalties would therefore belong to THP. He felt that was evident by the experts' reports provided during the conditional use hearings, and, as an example, referred to the one expert who felt golf carts crossing Old Skippack Road would not be a safety issue.

- Mr. Raisner asked what changes had been made to the plan since it was first submitted for review in August. Mr. Parry indicated the changes where notes on the plan had been deleted. Also, the waivers had been removed. Mr. Raisner continued to say that he approved of the changes that had been made to the stipulation as a result of the discussions ensued with the township and hoped that the process would evolve further to reach a stipulation that was understandable and agreeable to all.
- Mr. Raisner agreed that THP was offering an impressive list of improvements to the township; however, he would like to know what the cost would have been to THP if they had to build their own sewage treatment plant. He also questioned the value of all the waivers and interpretations being granted.
- Mr. Raisner also felt that the yield plan was never determined for the property so it is not certain how many homes THP has the right to put on the parcel.
- With regard to time limits indicated in section 5.b. of the stipulation, Mr. Raisner noted that there is no mention to the Planning Commission's review or the requirement for THP to attend public meetings and allow for public input. It simply requires the Township Engineer to offer a review letter within 60 days from the submission of the initial preliminary plan. He questioned if this was written to exclude or allow the process to work.
- Mr. Raisner referred to section 6, donation to the township, wherein the \$3,000,000 donation was to be made in cash or in an equivalent "in-kind" contribution. He asked Mr. Parry if there had been any discussion of any in-kind contribution in lieu of the \$3,000,000. Mr. Parry indicated there had not. It simply allowed the township the option to have THP complete other improvements the township may prefer in lieu of the cash donation but no suggestions of in-kind contributions had been discussed that he was aware of.
- Mr. Raisner referred to section 8.c., which indicates "the golf course shall be maintained in a proper, playable condition throughout the term of the lease" and asked how playable condition is defined. He felt THP's desire to remove all property relating to the maintenance of the golf course was a cause for concern and proved the need to firm up what condition the buildings and specific standard the golf course will be in once the operation of the golf course is turned over to the township. Mr. Sacks included his concern with the environmental impact the township may be required to deal with in the future.
- Mr. Raisner questioned what input the township would have with regard to the architectural design of the buildings proposed for the development.
- Mr. Raisner asked what condition the Warren Long property was in. He perceives that property to be part of this development. If there are sewage issues,

they need to be addressed. If there is a non-compliant use, we need to know what it is and what the township is agreeing to. Is it right to expect the \$25,000 will be able to bring that property up to code? He further questioned if the \$25,000 should be used to connect the property to a sewer line when that hook up should already have been included in the agreement.

- Mr. Raisner referred to section 4.b. that indicates “If required, the preliminary plan and final plan submissions shall be submitted to the Indian Valley Regional Planning Commission and reviewed by that body consistent with its practice and procedures.” Mr. Raisner was concerned with the wording “if required” and felt the plan should be reviewed by the Indian Valley Regional Planning Commission in any event. He was also concerned that the agreement with THP could jeopardize the township’s position in the Indian Valley Regional Plan. He would like that question answered before the township approves the stipulation. He also wondered what would happen if the Indian Valley Regional Planning Commission placed conditions on the plan. He wondered what position that would put the township in with litigations.
- Mr. Raisner asked if there is any language from prohibiting THP from flipping the property to another developer. Mr. Parry indicated there was not, however, he stated that is not their intention.
- Mr. Raisner was concerned that should there be an environmental issue with the golf course, such as a chemical or fuel spill, the township, being the owner of the golf course, would have some sort of responsibility toward the clean up. He questioned to what extent the township could be protected if something of that nature occurred.
- Mr. Raisner asked if there would be any performance bonds issued for the construction of the golf course. Mr. Parry indicated that would be subject to the requirements of the township SALDO. Mr. Raisner questioned if the golf course would be considered a public improvement. His concern was that if THP changed their mind after the construction of the golf course began, the township could be left with an unfinished golf course.
- Mr. Raisner asked if there is any performance bond proposed to ensure the facilities were being maintained to a specific standard for the length of the lease agreement. Mr. Parry indicated that there was not.
- Mr. Raisner asked if there was a performance bond proposed to ensure the construction of the new pro shop. Mr. Parry believed that if THP failed to construct the Pro shop, the township could immediately take over the ownership of the course.
- Mr. Raisner asked if there was language as to condition of all the buildings to be transferred to the township. Mr. Parry did not know the answer.
- Mr. Raisner asked if the township would have any oversight to the operation of the course, such as safety features. Mr. Parry agreed that Mr. Raisner had many good concerns but indicated the stipulation was the framework to start with. Mr. Raisner indicated his concern was that the township would lose the right to address certain issues that may not be included in the township ordinances or the Municipalities Planning Code. Even if the township achieved a level of trust with THP, there is the possibility the property could be flipped to another developer who could interpret the agreement differently. He referred to the community

connection plan and questioned how the township could compel THP to revise the plan to allow for community connection.

- Mr. Raisner mentioned his concern with water issues that may affect the neighboring properties. He would like to be able to tell the neighboring residents that THP will cover the full cost to hook public water up to their houses if their wells fail.
- Mr. Raisner read some information from testimony at the conditional use hearings with regard to the speed of golf balls, which, at 250 feet per second, has the potential for greater speed and range than a shot gun. He wants to make sure that the Planning Commission looks hard at the course so the design is the safest it can be.
- Mr. Raisner questioned if any study had been done regarding the marketability of a golf course at that location. Mr. Raisner further questioned Mr. Parry if he was aware of how the Lederach Golf course was doing financially. Mr. Parry did not know for sure but believed they did not make a profit their first year, which he claimed was not unusual for a new business.
- Mr. Raisner referred to the list of interpretations in section 4.g.i. and indicated he believed the 175 dwelling units would be considered a zoning relief and not an issue of interpretation. He feels that interpretation may be challenged.
- Mr. Sacks felt pressured by the time constraint implied by Mr. Hagey's comment that this would be the Planning Commission's last chance to comment on the stipulation. He felt it would be difficult to address all of their concerns and was disappointed not to have John Giannini's input. Mr. Hagey felt the Planning Commission's concerns were adequately demonstrated to him, although Mr. Sacks did not agree. His concern was that the township may be rushing into something with many nebulous aspects to it that could have permanent implications to the township. Mr. Hagey did not feel the agreement is nebulous. The Township Solicitor has very thoroughly reviewed the stipulation agreement.
- Mr. Sacks referred to the issue with North Penn Water Company coming into the township. He wanted total assurance that would not open up the township to issues with North Penn Water Authority expanding in the future, creating other issues that might enhance development in the township.
- Mr. Poatsy felt that a decision should not be made until Mr. Parry has had the opportunity to get answers to the questions posed during this meeting.
- Mr. Raisner indicated he is not opposed to the agreement or the discussions and the attempt to settle the negotiations. He believes it presents a lot of good things for the township; he just wants to make sure the township has done its due diligence.
- Mr. Hagey felt that most or all of the comments and concerns made by the Planning Commission could be addressed through the subdivision/land development process. Everything discussed will come before the Planning Commission. With regard to the Water Company, they already have an agreement with the township now for the Shelly Square Shopping Center. They cannot advance into the township without township approval.
- Mr. Sacks asked the Township Solicitor if he could guarantee with 100 percent certainty that this does not open the township up to North Penn Water Authority

taking further advancement. He questioned if the township is losing rights. Mr. Imms replied that Mr. Sacks should know he could not offer such assurance.

- Mr. Sacks questioned if expanding the treatment plant was the best option for the township. Possibly it would be better for the township if THP were to construct another plant on the Normandie Golf Course site. He also wanted to know what legal aspects would be opened up with regard to other development pressures by running the pipe down Shelly Road. He was concerned we may be settling one law suit to open up others in the future.
- Mr. Imms felt the Planning Commission was jumping to certain conclusions that did not exist. He explained the agreement only calls for the location of the pipes. It does not address the township plans with respect to the extension of the service in any other area. Only the water service for the development is locked in through the agreement. With or without this stipulation, there is nothing stopping a developer from filing an application for a subdivision and filing a petition for private relief from DEP.
- Barbara Gormley felt that THP's attorney, Ed Mullin, should attend a meeting to answer questions on behalf of THP to confirm that his understanding of the agreement is the same as the Township Solicitor's. A court stenographer could be hired to legally record his comments and answers.
- Frank Gormley questioned the improvements to Old Skippack Road and whether golf carts would be crossing the road. Mr. Parry indicated that there would be no golf carts crossing Old Skippack Road. The frontage improvements along Old Skippack, Shelly and Schwenksville Roads will be designed in accordance with the township ordinances. THP is not asking for any waivers with regards to the road improvements.
- Frank Gormley asked if the club house facility will be used for other functions such as weddings. Mr. Parry indicated that was their intention. Mr. Gormley didn't feel weddings had anything to do with a golf course.
- Bill Klock asked who would own the golf course. It was explained that the township would own the course and rent it back to THP, who would operate the course. THP would also be responsible for liability insurance coverage, however, that was not addressed in the stipulation. Mr. Klock further complimented the Planning Commission on the fine job they do for the township.
- Kevin O'Donnell asked if Mr. Parry was an employee of THP, which he confirmed he was. Mr. O'Donnell asked for confirmation of the estimated EDUs that would be available once the treatment plant is expanded. Mr. Parry indicated that they estimate a total of 450 to 500 EDUs, 200 of those going to the THP development with 250 to 300 going to the township. The Township Engineer agreed with those figures.
- Mr. O'Donnell asked the Township Engineer if he had reviewed the plan associated with the stipulation. Mr. Reinert indicated he completed a preliminary review of the conceptual plan at the initiation of the negotiations between THP and the township and had approximately 125 comments in his review letter. Not all of those comments were for non-compliance. Some were requests for clarification or additional information and notes. Copies of the Township Engineer's review were given to the Supervisors and members of the Planning Commission in August and are available at the township office for the public's

- review. Some of Mr. Reinert's comments have been addressed by the most recent plan proposed by THP, however, most of the SALDO issues remain.
- Mr. O'Donnell asked Mr. Parry if THP is still operating a golf course at another location. Mr. Parry indicated they only operated an existing golf course during a subdivision review. It was a profitable golf course. Mr. O'Donnell asked if Mr. Parry was aware of any other golf courses that were leased as a commercial operation. He indicated he was not.
 - Mr. Parry explained the one dollar a year lease when questioned by Mr. O'Donnell. He indicated that it had been THP's intent to retain ownership of the property that the golf course was on. Since the township requested ownership of the golf course, THP agreed to give the property to the township after expanding all of the expenses to construct the course in exchange for the one dollar a year lease for 35 years. Mr. O'Donnell asked Mr. Parry what he believed the lease would be if the township were to rent it out to someone else. Mr. Parry did not know, but felt it could be quite considerable.
 - Mr. O'Donnell confirmed that the agreement doesn't require THP to carry liability insurance. Mr. Parry indicated that the agreement does not address the insurance issue but further stated that did not mean THP would not be required to carry the insurance coverage.
 - Mary Larson questioned the supervisor's desire to rush the decision to approve the proposal. It could be made into a win/win situation for both THP and the township. Mr. Hagey replied that this stipulation has been hammered out for two years. He was under the impression that if the stipulation did not get approved before January, it would not get approved. Mrs. Larson felt that a decision that may not be good for the township should not be rushed. She felt the members of the Planning Commission had raised some good questions and agreed that there were many gray areas to the stipulation. Mr. Raiser agreed and thought more time could produce a more acceptable agreement, however, he understood the township has a Board of Supervisors that has been elected to represent the township and they have every right to make a decision that they feel is best for the township.
 - Mr. Raisner referred to a comment in the stipulation regarding the use of the wells which inferred the wells could be used for other uses. He questioned what those other uses might be. Mr. Parry was not certain but assumed they could be a drinking fountain or something similar. Mr. Raisner was just curious if THP had some intention to use the water for something other than irrigation. Mr. Parry was not aware of any other use intended.
 - Bob Kulp questioned the distance between the houses. He felt they looked rather close. Mr. Parry indicated the properties are each about a quarter acre. The average distance between homes was 30 feet, although the set back is five feet with a 20 foot aggregate. Mr. Parry clarified those set backs are in compliance with the township ordinance.
 - Mr. Kulp was concerned that if the water company installs a pipe, they will force residents to hook up to the water line to help pay for that pipe. Mr. Hagey indicated that the water service would be controlled by the township and that the water company was not going to bear the expense to install the pipe. That

- expense would be covered by THP. It would be a policy decision of the Board of Supervisors as far as hook ups and controlling the volume from Shelly Road.
- Mr. Hagey indicated the stipulation was the result of a lot of give and take from both sides over the two year process. He feels it is a good solution to the problems facing the township at this time. He feels the township has an obligation to the residents and a requirement to take care of the sewer problems and he thinks this is a big step in the right direction. He also would not like to see another sewage treatment plant along the creek when there is already one existing.
 - Mr. Raisner asked how he felt about the other concerns mentioned during the meeting. Mr. Hagey felt that most or all of the concerns would be dealt with through the Planning Commission's review process.
 - Mr. Gular felt the stipulation agreement was well written. He believes it protects the township and will provide for the township in the future. He feels the township will begin to benefit from the agreement within the next two years. He realizes the pressure the agreement puts the Planning Commission. The Board of Supervisors has set the parameters and the start, now the Planning Commission must put the final touches on. He agreed with Mr. Hagey that the concerns address by the Planning Commission can be resolved during the review process. It may put them under the gun, but he indicated that's what business is all about. Business is predicated on dollars and how fast you can turn those dollars around. Both THP and the township have the same requirements to get this underway, get it done and start recouping the benefits. In response to the comments about the one dollar lease, Mr. Gular pointed out that the township does this already with the ski slope. Mr. Buckman uses the township property for a commercial business so this is not something new. Issues regarding sewers and water lines need to be resolved. He feels water should be extended from Salford Street to Baghurst Alley to protect those residents too. This stipulation is setting the way for the township to get started and resolve some problems in the township at the cost to someone else. To Mr. Gular, that is a benefit both short term and long term. He feels the stipulation put together by Mr. Hagey and Mr. Imms well protects the township. He deals with developers often and he knows what developers should do and don't do. He thinks the township is making out best with this agreement and the developer is coming up on the short end of the stick. Based on what he sees, he feels this is a good start.
 - Mr. Poatsy wanted to confirm that the township was protected in case the amusement tax for golf courses was eliminated. Mr. Imms indicated that was included in the agreement and referred to section 8 of the stipulation. Mr. Poatsy felt the stipulation should include a phrase that requires THP to pay the tax on all complimentary rounds or promotional give-aways.
 - Mr. Poatsy was concerned with the language regarding the Warren Long property. He thought we should check the township records to see if the property was legally subdivided. He wondered how many dwelling units were on the property. He questioned Mr. Imms' interpretation of section 16 of the stipulation. Mr. Imms indicated the agreement provides a 5 acre lot is to be subdivided out and re-conveyed back to Mr. Long. That property is currently owned by THP. He has no opinion on the subdivision because he has never been asked to research that issue. The township has the right to enforce its code and to seek compliance with

- the code. One of the issues is a non-conforming use. It is the obligation of the owner to establish if it is a legal non-conforming use. It is Mr. Imms' understanding the \$25,000 pledged by THP was to bring the property up to compliance with the current building codes. Mr. Poatsy was concerned the Warren Long property could slow down the subdivision review process. Mr. Imms did not feel it should affect the review process. Mr. Hagey added the stipulation does not affect the townships rights to enforce compliance to the township codes. THP will contribute up to \$25,000 toward bringing the property up to code. If it goes over that amount, someone else will be responsible for the expense. Mr. Raisner was concerned that once the agreement was accepted, the township would not be in a position to enforce the non-compliance issues. Mr. Imms indicated that was not the case.
- Mr. Poatsy asked the Township Solicitor if he believed it was wise to max out the capacity of the sewage treatment plant. He feels it already has a bad odor and will only get worse. He questioned if there was a way to control the smell. Both Mr. Parry and Mr. Reinert had spoken to the Sewer Engineer for the plant, Fred Ebert, and were told there had been a problem with sewage backing up in a sewer run that had sagged because the backfill had not been compacted properly around the pipes. The smell was actually emanating from the lateral at the shopping center, not the treatment plant. The problem will be fixed in the very near future.
 - Mr. Poatsy asked if the township would have to expand the sewer district and urbanize the area to help contribute to the sewage treatment plant once it has been maxed out. Mr. Reinert explained there is a minimum load requirement but that would not be the maximum capacity. Mr. Sacks believed the gross majority of the residents the system is designed for will need to hook up initially to get movement in the pipe and the proper flow to the treatment plant. Mr. Imms explained that the expansion of the treatment plant will be determined by the Board of Supervisors. The stipulation requires the expansion up to the maximum capacity to give the township that option if needed.
 - Mr. Poatsy questioned whether the parking spaces would be sufficient to cover events at the club house, such as a wedding, as well as the traffic on the golf course. Mr. Parry indicated that THP believes the proposed parking will exceed their needs and is in compliance with the township ordinance.
 - Mr. Poatsy asked if a walking trail could be required or would the stipulation prohibit that request. Mr. Imms did not believe it would prohibit the request, although it was pointed out that the township ordinance does not clearly require the walking trail. Mr. Raisner indicated that normally the walking trails were proposed in lieu of sidewalks, but in this situation, a waiver for some sidewalks was being granted through the stipulation so there would be nothing to compel the developer to install a trail.
 - Mr. Poatsy asked if "in kind" work was performed by THP in lieu of a portion of the \$3,000,000 donation, would THP charge the township at retail or wholesale rate. Mr. Parry did not know. Mr. Imms indicated that would most likely depend on what the "in kind" item or work was.
 - It was confirmed that if Lower Salford taxes the portion of the property in their township, THP would be responsible for the tax.

- Mr. Poatsy asked if THP would be taxed on the club house. Mr. Imms indicated that anything assessed by the Board of Assessment Appeals is subject to tax and the township will collect its tax in accordance with its ordinances.
- Mr. Sacks spoke of his concerns with the township taking over the responsibilities of the commercial use at the sewage treatment plant. Mr. Imms pointed out that as the permittee, DEP can already require the township to take over the treatment plant whether we want to or not.
- Mr. Poatsy asked if Mr. Reinert had a golf expert review the golf course during his review of the plan. Mr. Reinert indicated he did not. There was discussion that a golf course consultant would be brought in to review the plan and he believed that would be done through the subdivision review process. Mr. Poatsy questioned how the houses would be placed if the golf course area needed to be amended for safety reasons. Mr. Parry pointed out the intent of the settlement was simply to create the framework.
- Mr. Poatsy was concerned the township is on a steep and slippery slope. One person was in negotiations for two years and gave the rest of the township 60 days. He has a lot of confidence in the five member Planning Commission and he feels the township is turning its back on them. He plans to disregard the money abstract of the deal and do a complete review of the plan which may take over 18 months. Mr. Poatsy is not opposed to a golf course but feels this is a development with a golf course shoved around it as opposed to a golf course with million dollar homes around it. He is concerned with the massive inflow of people into the township. He's afraid other developers will try the same tactics. He apologized to Mr. Parry for questioning his integrity. He understands it is business. He would like Mr. Parry to return to the next Planning Commission meeting when the Chairman of the Planning Commission would be in attendance. He felt if the stipulation were to be approved, there would be legal issues that would be challenged. He would like to see those issues worked out ahead of time. He realizes the township has problems that need to be addressed but does not want this offer shoved down our throats. Mr. Poatsy felt there should be one public meeting so that people surrounding the property can bring their attorneys. He felt this was an example of government out of control which breeds distrust in elected officials.
- Eric Jarrell indicated that the Indian Valley Regional Planning Commission would review this plan due to the amount of homes proposed. They have no binding affects, but would make comments to the township for the township's use only. The only stipulation with the Regional Planning Board is that the township's existing zoning ordinance be consistent with the Regional Plan and Upper Salford is already in compliance so Mr. Jarrell did not see any issues with the Regional Planning Commission with the proposed stipulation or subdivision. That was his interpretation of the intergovernmental agreement and his advice to the Regional Planning Commission.
- Barbara Gormley mentioned her concern that since the treatment plant requires connection by the gross majority of the homes it is designed to service, there may be a problem if the homes in the THP development do not sell as well as anticipated because of the poor economy. Mr. Raisner felt that was a valid concern that would be addressed through the planning review.

At this time the Board of Supervisors took action on various issues relating to the THP stipulation, Resolution 2007-14, and minutes from past actions by the Board. The separate minutes documenting the Boards' action will be made a part of these minutes but approved solely by the Board of Supervisors.

The meeting adjourned at 12:35 a.m.

Respectfully submitted,

Susan Rosato
Assistant Secretary