

APPROVED

December 5, 2007
Salford, Pennsylvania

Planning Commission Agenda

Shelly Square – Sketch Plan

Atlantis Properties – 2250 Potato Rd- Minor Subdivision

Bateman Tract – Preliminary Plan- widening issue

THP – Normandie Golf Course

Meeting Dates for 2008

Campbell - Zoning Hearing Application

The regular December meeting of the Upper Salford Township Planning Commission was brought to order at 7:40 pm by Chairman Giannini. Also present were Messrs. Raisner, Sacks, McMaster, Nase, Township Engineer, Mike Reinert and Township Solicitor, Stephen Imms.

On a motion made by Mr. Giannini and seconded by Mr. Nase, the Planning Commission approved the following meeting dates for 2008:

January 2, 2008
February 6, 2008
March 5, 2008
April 2, 2008
May 7, 2008
June 4, 2008
July 2, 2008
August 6, 2008
September 3, 2008
October 1, 2008
November 5, 2008
December 3, 2008

Mr. Giannini read a prepared statement denouncing the Board's approval of the **THP stipulation** during the joint meeting on November 21, 2007.

On a motion made by Mr. Giannini and seconded by Mr. Sacks, the Planning Commission unanimously approved the following motion:

Motion to recommend that the Upper Salford Township Board of Supervisors NOT approve the Stipulation and Agreement with T. H. Properties on the Normandie Golf Course Community for the following reasons:

General Comments:

1. The Township was poorly represented by having the Stipulation and Agreement drafted and reviewed by only 1 Supervisor and the Township Solicitor with little or no input from the Township Engineer, the full Board of Supervisors, the Planning Commission, the Public or Experts that are

available to the Township. The fact that Township Regulations were subjugated to cash payments also gives the entire project the air of impropriety and unethical conduct of business.

2. There is language throughout the agreement that seems to grant relief from or interpretations of the Zoning Ordinance. This language may be illegal since granting of variances or issuance of interpretations of the Zoning Ordinance is within the sole jurisdiction of the Zoning Hearing Board.
3. The agreement lacks any provisions requiring liability insurance or other protection for the Township, as owner of the property, the Board, the Township Engineer or its residents for personal injury or property damage related to the safety of the Golf Course including vehicle damage, home damage, personal injury, lightning strikes, chemical spills, fish kills, pesticide exposure, fuel spills, groundwater contamination, fines and/or penalties and remediation costs which are normally assessed against the Owner of the Property by EPA, DEP, Fish Commission or other agencies.
4. The agreement lacks any measurable performance standards relative to the operation of the golf course or the condition of the course when it is transferred to the Township. It also does not protect the Township from responsibility for remediation of any environmental impacts in the future.
5. There is no language in the agreement that prohibits THP from flipping the development, including construction and maintenance of the Golf Course, prior to, during or after construction of the facility.
6. The Stipulation Agreement and the Stipulation Plan severely restrict the ability of the Township to review and modify the plan.
7. The agreement does not address the fact that the clubhouse structure, which will be an accessory use to the golf course until THP turns the course over to the Township at which time it will become a stand alone commercial use in the middle of a residentially zoned area.
8. The Agreement makes the Township the Owner of Greenway space at the time of Final Plan Recording. Subsequently, in the Land Development Agreement both the Owner and the Developer are responsible for installation of all improvements. Based on the Land Development Agreement, it appears that the Township could be held financially responsible for installation of all improvements including roads, curbing, storm water, landscaping etc.
9. There is a lack of data as to the negative impact on the Township's water resources as the result of the installation of wells that THP estimates would withdraw 409,000 gallons per day from the aquifer. This compares to an available groundwater recharge of 229,000 gallons per day as estimated by the Township's consultant. There is no substantiating data to back up THP's water estimates and a hydrogeologic study should be performed by the applicant and submitted for review. Also there is a lack of detail regarding the proposed connection to the North Penn Water Authority system. The potential for North Penn Water to install wells in the Township that could serve areas other than the Normandie Golf Course Community does exist with the lack of language in the agreement barring this type of arrangement.
10. Additional research should be done supporting the decision to provide public sewer service to this project. All other options should be evaluated to determine what the best disposal alternative for the Township and the environment is, not what is easiest for the Developer.

11. Implications regarding the Indian Valley Regional Plan and our agreement with the other municipalities that are party to that plan need to be studied and discussed before the agreement is approved.
12. Since the applicant has no previous experience managing golf courses they should provide financial information and a business plan that demonstrates their ability to undertake and continually run this project.

The following comments address specific sections of the Stipulation and Agreement:

13. Paragraph 4b states that a general conceptual layout design which includes 175 residential lots shall be used for a Land Development submission. Further down in this paragraph, it states that nothing in the agreement shall be construed as an approval by the Township of a plan of subdivision under the MPC or otherwise, nor to compel the Township to approve a land development plan which does not meet the requirements of the ZO and SALDO. Paragraph 4c states that the parties agree that the property will be subdivided into 175 single family detached dwellings. It should be clarified if the Township has already granted THP the right to construct 175 homes. It should also be verified that this complies with the zoning ordinance. THP should be required to submit a yield plan to show that the site can accommodate 175 homes as required by the Zoning Ordinance and the conflicts in the agreement should be corrected.
14. Paragraph 4d states that the Township agrees that the project will be reviewed in accordance with the ZO and SALDO except as specifically interpreted as set forth in this Agreement. If the agreement offers interpretations of the Zoning Ordinance it may be illegal. It is not within the jurisdiction of the Board of Supervisors to offer interpretations on or relief from the Zoning Ordinance.
15. Paragraph 4e grants approval of the waivers requested by the applicant. The Planning Commission should be able to offer comment on these waivers before the agreement is approved.
16. Paragraph 4g may be illegal in its entirety because it offers interpretations of the Zoning Ordinance. Interpretation of the Zoning Ordinance is within the sole jurisdiction of the Zoning Hearing Board. This paragraph also sets dangerous precedents for future development in the Township.
17. Subparagraph 4g(iv) states that restoration of the riparian corridor includes the “restoration to facilitate golf play over the corridor”. Building fairways over sensitive environmental areas is no way to preserve or restore them. This also sets a dangerous precedent for the use of sensitive environmental areas in future land developments. This paragraph should be revised.
18. Paragraph 4h permits THP, in the event that additional Zoning relief is required but not granted within 6 months, to modify the plan and proceed with a submission not requiring Zoning relief. THP should be required to identify what additional Zoning relief is required and provide copies of the modified plans for review. The time requirements of paragraph 5 should also be modified to account for the requirements of this paragraph.
19. Paragraph 5b states “The Township’s review of the Preliminary Plans will be limited to determining whether they conform with the Plan and comply with SALDO except as the SALDO is altered by the Plan and this agreement”.

The agreement should state which “Plan” the Preliminary Plan is supposed to conform with. The statement that the SALDO can be altered by the plan is ludicrous. The plan should be altered to comply with the SALDO. Once again, this paragraph sets dangerous precedents for future Land Development submissions and should be revised.

20. The time limits set forth in paragraphs 5c and 5d could allow only one review of the revised plans depending on when they are submitted. This is not sufficient time for a thorough review of a project of this size.
21. Paragraph 5e states “The term Final Plan shall mean a plan approved by the Township that is in general conformity with the Plan and shall consist of 175 residential units. It should be clarified if the Township has already granted THP the right to construct 175 homes. The applicant should demonstrate that this arrangement complies with the Zoning Ordinance. These items should be clarified prior to approval of the agreement.
22. Paragraph 5f provides an 18 month deadline to record an approved Final Plan without conditions or with conditions acceptable to THP. The agreement does not clearly define what happens if there are conditions listed that are not acceptable to THP.
23. Paragraph 5h states that there is nothing in this paragraph that requires the Township to approve any plan. This seems to be in conflict with paragraph 21 that addresses enforcement of the agreement which enables the prevailing party to recover, in addition to relief, reasonable attorneys’ fees and costs of litigation.
24. Paragraph 7 states that the Township will accept dedication all of the property within the approved Final Plan which is designated as greenway space including ground located in Lower Salford Township. It should be verified if Lower Salford Township has been consulted about this and if it is legal for Upper Salford Township to accept dedication of land located in another municipality.
25. Paragraph 8a states that any other improvements in the greenway space shall be permitted if approved by the Township pursuant to the procedures for non-land development improvements within the REC Zoning District as amended. It should be verified that this does not effectively rezone the parcel as REC and what implications this presents with regard to future “non land development work” on other R2 parcels.
26. Paragraph 8b allows THP to construct wells within the Greenway Space to supply water for the golf course use and, where approved by the Township and other regulatory agencies, such other uses within the Greenway Space as permitted pursuant to subparagraph 8a. This seems to leave a door wide open for THP to use the water for a wide range of uses including those in the REC District. Paragraph 8b also requires THP to offer the constructed wells for dedication to the Township. It should be clarified if the Township intends to use these wells for public water supply in the future and the appropriate studies should be performed to verify that sufficient water is available to serve that purpose. This paragraph also requires THP to remediate or address complaints relating to the impact of water withdrawal from the irrigation wells upon other wells within the vicinity of the irrigation wells. THP should be required to escrow funds or post a bond to address these problems. The last sentence of the paragraph states that the Township shall not tax or in any other

way charge THP for the use, operation or management of the Wells. This gives up an important tool for the Township to limit the amount of water that THP takes out of the ground and also gives up a potential source of funds for addressing problems with adjacent wells. This paragraph should be overhauled.

27. Paragraph 8c states that the Township may require THP to perform any improvements or repairs which may be necessary to restore the golf course to a playable condition at the time it is turned over to the Township. THP should post funds or a bond to ensure that these repairs can be made. This paragraph also states that THP agrees that the use of or application of herbicides, fertilizers and pesticides shall be limited to “the minimum necessary” to maintain the golf course in reasonable playing condition. This includes areas within the riparian corridor and in close proximity to the East Branch of the Perkiomen Creek and its tributaries. An environmental impact study should be required to address potential damage to these waterways by the use of these chemicals and strict limits should be placed on when, where and how much of these chemicals can be applied.
28. Paragraph 9ai contains insufficient detail on the construction of the pro shop and associated offices if the Township is to take over this facility. It should be clarified if the space is to be heated, what energy standards are to be followed, and what building systems and materials are to be installed into the structure.
29. Paragraph 9b contains language that requires THP to prepare and record a declaration of condominium and all agreements to effect that declaration relating to parcels A1, A2 and D in the event that they are unable to obtain zoning relief required to run a commercial establishment in the R2 District. All of the implications of this arrangement need to be explored and explained to the Planning Commission and the public before the agreement is approved.
30. It should be clarified if the public water source referenced in the second sentence of paragraph 11 includes on-site wells that may be owned by the Township. If so, the applicant shall comply with all recommendations of the Township’s consultant with regard to the amount of water withdrawn from the wells and recharge requirements. The words “be required to” should be struck from the last sentence of paragraph 11.
31. Paragraph 13 states that upon the Township exercising its right to acquire the Sewage Treatment Plant at Shelly Square, the plant will be expanded by THP to accommodate the maximum plant facility which the site can accommodate. A cap on the number of EDU’s to be constructed should be put in place and the costs the Township will be incurring in running a sewage treatment plant should be disclosed. Also, the last sentence of paragraph 13 states that THP will seek the applicable approvals to permit pumping of treated effluent from the Sewage Treatment Plant to the golf course where it is to be stored and used for spray irrigation purposes. The wording of this paragraph should be changed to require THP to obtain these permits. Also, THP should provide supporting data on how this method of disposal and irrigation will contribute to groundwater recharge and the amount of water that needs to be withdrawn from any wells.
32. Paragraph 14 establishes THP’s right to construct a clubhouse. The Planning Commission has repeatedly asked what uses are associated with this structure and if it is intended to obtain a liquor license for this establishment. This

information shall be provided by the applicant prior to approving the agreement.

33. Paragraph 15 requires THP to submit final versions of all studies required by the ZO and SALDO for review and approval. The effects of the submission and review of these studies on the timeline specified in paragraph 5 should be addressed.
34. Paragraph 16 requires THP to pay up to \$25,000 to bring the Warren Long Property into compliance with Township Codes. Provisions should be placed in the agreement for the event that this amount is not enough to cover the required improvements. Provisions should also be specified if zoning variances or other relief are required to comply with this paragraph.
35. Paragraph 17 should be modified to allow the Fire Company to perform a review of the plans and provide cost estimates for training and equipment required to deal with an additional 175 dwelling units and the hazardous materials utilized by the Golf Course.

With regard to Exhibit "A" labeled "Stipulation Plan"

36. The applicant should submit a yield plan in accordance with section 602.B.1 of the Zoning Ordinance to demonstrate that the site can accommodate 175 units.
37. All primary and secondary resources should be clearly denoted on the plans and disturbance in these areas should comply with the provisions of the Zoning Ordinance.
38. The subdivision shall be designed in accordance with the standards noted in section 2207 of the Zoning Ordinance.
39. It should be demonstrated that the maximum impervious coverage on all of the lots does not exceed 30%.
40. Commercial uses within the R2 or R1.5 Districts will require Zoning variances.
41. The applicant should comply with all dimensional standards for all lots and uses.

With regard to Exhibit "C" labeled "Conditional Uses":

42. The Planning Commission should be able to comment on all Conditional Use Approvals.

With regard to Exhibit "D" labeled "Waivers":

43. The Planning Commission should be able to comment on all Waivers from the Subdivision and Land Development Ordinance.

With regard to Exhibit "E" labeled "Land Development Agreement":

44. All improvements should be completed prior to any issuance of occupancy certificates.
45. Under Well Certification - The plan does not address the use of well water for potable water.

46. See comment 7 regarding the ownership of Greenway Space and the installation of improvements.

On a motion by Mr. Giannini and seconded by Mr. Sacks, all other items on the Planning Commission agenda were tabled.

The meeting adjourned at 8:05 p.m..

Respectfully Submitted,

Susan Rosato
Assistant Secretary