

A meeting of the newly formed Contract Review Committee of Upper Dublin Township was held on Tuesday, January 18, 2000, in the Township Building; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein.

Paul Leonard and Ken Cronin, representing the Township Solicitor, were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

DISCUSSION ITEM:

Review of Twining Valley Golf Course Reports and Presentation by Links Management, Inc. re: Club House Modifications:

The Township of Upper Dublin and a private golf course management company, Links Management, Inc., have recently entered into a Lease and Management Agreement for the operation, maintenance and renovation of Twining Valley Golf Club – a public 18 hole golf course located in the Township. The Agreement extends for an initial period of five years, with three extended terms of five years each available to Links Management, at their option.

Links Management is responsible for all aspects of golf course operations, golf course maintenance, and continuous improvements to the golf course. It is the desire of the Township to create procedures to enable it to control the continued improvement of the golf course and related facilities, and it is the desire of Links Management to confirm a long term relationship with the Township to manage, operate, and develop the golf course and the banquet facility.

Links Management was represented by Hugh Reilly and his attorney, William Stewart. The gentleman discussed renderings of the interior changes to the golf club including:

Lower Floor:

- Fitness Facility.
- Sitting Room.
- Men's and Ladies' locker rooms and whirlpools.
- Pro Shop.

Upper Floor:

- Sandwich Shop and Eating Area.

Putting food in one place in the building makes sense from a health standpoint. This will be a full facility where proper sanitary procedures will be strictly followed.

- Outside Balcony Eating Area.

There will be seating for 160 persons between the two eating areas.

- Offices.

- Massage Area.
- Chiropractic Area.
- Health Club Offices.

Mr. Leonard noted that leaks were the greatest problem in the past. However, since a roof was placed over the deck area, and because it was designed in such a way to allow for the deck to be enclosed, the issue was resolved.

Mr. Leonard observed that the fitness center improvements necessitated that golf carts be stored outside. He questioned whether the displacement of the golf carts decreased the value to the Township. Mr. Reilly countered that Links Management took an area that was not generating income and now is doing so. He assured that the golf carts were designed to be outside.

Mr. Derr brought up the fact that an L.A. Fitness Center ("L.A.") is due to open up in the Township within the next nine months.. Mr. Reilly said he does not see L.A. impacting what Links Management has proposed. The Golf Club fitness center will be geared toward golf-centered activities while L.A.'s mode of operation is much different.

Because of threats from competition, Mr. Stewart stressed the importance of starting this project as quickly as possible.

Exterior changes to the building include:

- Drive-in portico.
- Elegant Entrance.
- Planters, walking isles and trees.

While it is estimated that eight parking spaces will be lost at the front of the building with the proposed exterior changes, the plans show an additional 65 parking spaces will be added overall.

Mr. Derr stressed that the Township's investment in the golf course itself must be maintained.

Because the applicant and his attorney were not ready to talk about specific costs this evening, Messrs. Reilly and Stewart were requested to provide the Township with cost estimates before a recommendation can be made to the Board of Commissioners.

Mr. Derr expressed concern about how the fitness facility will impact on the banquet facility. Mr. Reilly informed that a pavilion is proposed to provide banquet space.

Mr. Bryers was uncomfortable doing things "piece meal." The Board of Commissioners must look at this issue via a "global picture." It must be determined what is a capital improvement and what is not. He prefers to look at the entire project including all cost estimates. A long range plan must be submitted to the Township before any concrete decisions can be made.

Mr. Stewart commented that a long-range plan as well as plans for the proposed pavilion cannot be completed in a short period of time.

Mr. Reilly quoted a \$600,000-\$700,000 estimate for the fitness center, and another \$600,000-\$700,000 for the restaurant/sandwich shop area (inside and outside).

Mr. Leonard interjected that the Pennsylvania Liquor Control Board has been tense about how liquor is stored. The golf facility must comply with the liquor license, and Mr. Reilly was asked to assure that it is totally in compliance.

Regarding the annual Twining Valley Golf Classic, Mr. Leonard informed that the Fire Company has expressed concern about preparing food for a large number of attendees with inadequate facilities. The Board of Commissioners will want to make sure that appropriate provisions are made.

Mr. Reilly commented that the present club house has only been in existence since 1992, while the tournament dates back to 1981. Prior to 1992, everything was handled outdoors. During the past three years, facilities were made available in a tent. Mr. Reilly further assured that large affairs will be handled by using tents until the facility is completed.

The dangerous situation of stray golf balls soaring into surrounding neighborhoods was a concern raised by Mr. Mermelstein.

After much contemplation, Mr. Reilly said that all costs for changes done to the interior of the building will be borne by Links Management. Mr. Derr then said that the applicant must present this proposal to the Township in writing along with a budget plan for the interior of the clubhouse only.

The requirement for a long range plan will be made by the full Board of Commissioners.

Mr. Bryers asked that the letter to be submitted outline how golf outings and banquets will be handled, and setting forth membership numbers and rates. The letter must include documentation substantiating the \$600,000 review generation and how it impacts the golf course.

The Board of Commissioners will review the letter at its February 8th Stated Meeting.

The applicant will resolve the tunnel issues with the Township Manager.

Review of Township Lease Matrix:

The committee reviewed the following matrix:

<u>LESSEE</u>	<u>PROPERTY</u>	<u>ANNUAL RENT</u>	<u>RENT DUE DATE</u>	<u>RENEWAL DATE</u>
Svitec – Cheston Pasture	Cheston Estates	\$1,000.00	July	6/30/00
North Hills Community Center	Girard and Chestnut	\$1.00	May	4/30/01
SAUDC	Wischman Avenue	\$600.00	\$50 per month	6/30/03

Twining Valley Golf Club	1400 Twining Road	\$51,962 – Base \$10,000 – Fitness Center Percent of gross receipts	May-September May-September September	3/31/04
Montesorri School	Madison and Prospect	\$1.00	June	5/31/04
Adelphia Cable	NA	Percent of gross receipts	Quarterly	6/30/05
Comcast Lease 1	Twining Road	\$11,000.00	December	12/12/09
Comcast Lease 2	Delaware Avenue	\$24,000.009	\$2,000 per month	9/30/12
Ambler Ambulance	Temple University Ambler Campus	\$10.00		2019
Wenger	Robbins Park Pasture	\$1.00	Paid through 2002	Automatic annual extension
GATSME	Madison and Prospect	\$660.00	\$165 per quarter	Open-ended lease
Ft. Washington Fire Company	2 fire stations			Expired 1988

Mr. Leonard will provide additional information on the Wenger lease.

Regarding the Fort Washington Fire Company, Mr. Leonard will provide a copy of the old lease to the Committee.

Mr. Bryers opined that the GATSME lease should be terminated at the time of renewals.

The Committee wishes to make all leases uniform.

ADJOURNMENT:

Mr. Mermelstein motioned, with Mr. Bryers seconding, to adjourn the meeting at 8:30 p.m. and go into executive session.

VOTE ON MOTION

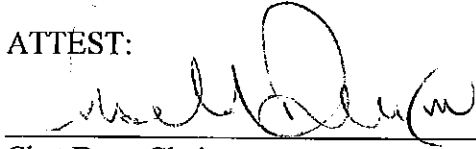
ALL YES

MOTION CARRIED

Respectfully submitted,


Louise S. Birett, Recording Secretary

ATTEST:


Chet Derr, Chairperson

A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Tuesday, May 30, 2000; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein. Paul Leonard and Craig Pizer were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

DISCUSSION ITEM:

Review of Proposals for Long Range Plan – Twining Valley Golf Course:

Mr. Leonard opened the discussion by stating that the Township sent out requests for qualifications from various golf design companies by utilizing the membership list of the National Golf Association. Responses were received from Blue Ridge Golf, Lohmann Golf Designs, Inc., and Signature Course Design. The proposals were sent to Hugh Reilly, Manager of the Twining Valley Golf Course, for his review.

Mr. Leonard commented that the Township staff is interested in outside consultants without any ties to the Township or Mr. Reilly. He noted the Township had expectations that a limited scope would cost approximately \$30,000.

In Mr. Leonard's opinion, the best response was received from Signature Course Design. When Mr. Leonard suggested that Mr. Reilly meet with representatives of Signature Course Design, Mr. Reilly explained that he had a bad experience with Signature in the past when they issued a report that "tore him up and down."

Mr. Bryers asked that all three respondents and any others identified by Mr. Reilly be invited to view the facility and then appear before the Committee with their recommendations.

Mr. Derr expressed some concern about Blue Ridge Golf because they have never done work for any northern golf courses. He wondered if Blue Ridge fits the original criteria because Blue Ridge has only used grasses indigenous to southern climates. In addition, the company has only been in business for one year, although the owners have a lot of experience.

Mr. Reilly was of the opinion that the \$30,000 set aside by the Township for a scope is more than what is necessary to obtain the information required. Some firms are not experts on portions asked for in the RFP. He suggested using the U.S. Golf Association who is familiar with the Twining Valley Golf Course, and therefore, already knows what is needed. The National Golf Foundation could be used for the business aspect of the scope. Toro Systems is an expert in irrigation. In addition, there are a number of very qualified people that could still be approached. The total cost would be approximately \$1,000 - \$1,800. He prefers more substance for his money, and thus would rather see as much money as possible used to upgrade the golf course. Mr. Reilly will provide the Township with information on those he suggested above.

Mr. Leonard suggested that Mr. Reilly be given the opportunity to alter the scope before consultants are brought in to guard against arguing in front of the experts.

Mr. Mermelstein asked that Mr. Reilly and his attorney, William Stewart, be present when the interviews take place.

Mr. Leonard recalled that certain items pertaining to the banquet facility and some of the other work were pulled.

Mr. Derr commented that the club house is viewed as part of the golf course. He does not want to see a building that is under/over utilized. It is very important that the club house be incorporated into the lease.

Mr. Stewart countered that the current lease only addresses the golf course.

Mr. Derr said the long range plan relates to maintaining and improving the golf course. Maintenance is a major issue that should be addressed in the plan. The Township needs to know that the correct equipment is being used.

Mr. Bryers interjected that the purpose of the plan is to give the Board of Commissioners a sense of security that the property will be well maintained now and beyond the lease.

Mr. Leonard had asked Mr. Reilly to identify problems that would warrant a case study.

Mr. Reilly urged that the Township move fast because the U. S. Golf Association only has three available days in June to conduct such a study.

Discussion of Possible Capital Improvements of the Twining Valley Golf Course:

Mr. Reilly has given thought to possible options for solving the problem at the 15th hole where stray golf balls have been shot onto private property. In his opinion, Mr. Reilly feels that only three property owners are affected in Dresherbrook. Since tee markers have been moved forward, he has seen dramatic changes. He felt the problem will diminish at this location as the trees grow larger.

Mr. Reilly considered using netting, but is concerned that the community will not react favorably to the way it looks. He suggested putting up two poles 25 ft. off the edge of the tee with netting between them which he hopes will eliminate direct line drives to the Dresherbrook complex.

There is concern that drivers exiting the tunnel might be hit with golf balls. Mr. Reilly is working on this problem.

Reseeding of some areas of the berms is required.

It was Mr. Leonard's understanding that no expenses were to be paid out of the \$500,000 unless approved by the Board of Commissioners. Mr. Reilly said that some things had to be done, among them installation of six control boxes for the irrigation system which were rotting out.

In Mr. Leonard's opinion, there is need for agreement about the definition of capital improvements. Said definition should be included in the lease. Repairs are not capital improvements. If the irrigation system requires major improvements, it is incumbent upon Mr. Reilly to inform the Township.

Mr. Bryers commented that Mr. Reilly is responsible for developing a list of future capital improvements. Mr. Reilly prepares such a report monthly for submission to the Township Manager.

Mr. Mermelstein asked that a capital plan be drawn up. Included therein should be cart paths.

Links Management, Inc. – Club House/Fitness Center Change Requests:

Mr. Bryers was concerned that the scope is being changed.

Mr. Reilly informed that nearly all golf facilities have the support of a restaurant. In addition, the fitness club represents additional support to the golf operation as well as providing for an up-and-coming trend to facilitate an all new and renovated golf facility. Golf is on the decline, and, in order to stay competitive, some diversification is necessary.

In the future, Mr. Reilly would like to install driving ranges. Statistics show that someone will use a driving ranges three times for every one time he plays on the golf course.

The fitness center equipment will be concentrated on cardiovascular equipment and will be more golf oriented.

Restaurants are integral parts of most golf facilities. The restaurant at Twining Valley will seat 100 people. Golfers will be able to have lunch or dinner before or after a round. The restaurant will be open to the public as well as golfers. There are no plans to sublet the restaurant at this time. Mr. Reilly feels the restaurant will be a good marketing tool for diners to observe the new fitness facility.

The golf outing facility serving parties of 75 or less will be accommodated in the proposed facility on the lower level.

Fundamentally, Mr. Bryers has a problem with making major changes. The Twining Valley Golf Club does not have the membership as do other private country clubs. The Township has the open space to be used as a golf course. To change to a fitness center and restaurant may be what the Board of Commissioners does not have in mind.

Mr. Reilly said the golf club is a state-of-the-art facility. He sees value in improvements for the golfers. People respond to working out rather than golf more than ever before. Because the economy is good, many people are working longer hours and do not have hours to spend on the golf course. To accommodate this trend, he has offered a special nine hole rate. There is room for a driving range, pavilion and limited fitness center, and babysitting service. However, there is no room for a swimming pool or miniature golf.

Mr. Derr asked a hypothetical question as follows: "What if the fitness craze dies out in five years, what will the Township be able to use the area for?" Mr. Reilly assured that he will not be making major structural changes, just changes in the use.

Mr. Leonard was concerned if the second floor of the clubhouse can physically handle the weight required by a fitness center. Mr. Derr stressed adherence to code enforcement.

Regarding using the club house as a voting facility, Mr. Reilly has no problem with accommodating the state if the state officials have no objections to the location. Mr. Derr opposed to a voting place because the club owns a liquor license and will run a restaurant.

There were several questions raised about the club house square footage. Mr. Reilly will peruse his notes and provide explanations to Mr. Leonard.

Although Messrs. Bryers and Mermelstein were not inclined to favor the addition of a fitness club, Mr. Bryers motioned, with Mr. Mermelstein seconding, to move this issue on to the Full Board of Commissioners for discussion at the June Stated Meeting.

VOTE ON MOTION

ALL YES

MOTION CARRIED

The Township Solicitor and Mr. Stewart were asked to confer and draw up an addendum to the lease.

Review of CDNOW Parking Lease:

The parking lot in question is located immediately adjacent to the offices of CDnow at 1005 Virginia Drive, Fort Washington, PA. It is owned by the Township and consists of approximately 75 parking spaces in a fenced in area.

Mr. Bryers noted some inconsistencies in language that need to be tightened up.

Paragraph No. 5 entitled Communication Tower was changed to read as follows: "Tenant acknowledges that a communication tower owned by Comcast Corporation ("Comcast") exists within a fenced-in area located within the Premises. Tenant, *its subleasees or assigns*, shall permit Comcast and the Township to have access to such fenced-in area as may be reasonably required."

In Paragraph No. 9 entitled Indemnification, the last sentence was eliminated.

Paragraph No. 10 entitled Remedies of Township was changed to read as follows: "In the event Tenant shall fail to perform its obligations hereunder after reasonable notice from the Township, Township, at its option, may exercise all of the remedies generally available to landlords including, without limitation, ejection of Tenant, repossession of the Premises and commencement of appropriate legal actions against Tenant to obtain full reimbursement for any *and all* loss, cost or expense, *including attorney fees*, incurred by Township as a direct or indirect result from any such default by Tenant.

This agreement will be discussed further at the next Contract Review Committee meeting scheduled on July 18, 2000.

Review of Loch Alsh Reservoir Lease:

This agreement of lease is between the Borough of Ambler and the Township of Upper Dublin.

Several typographical errors were observed.

Mr. Bryers was uncomfortable with the language of Paragraph 11 a and asked the Solicitor for more specificity.

An addition to Paragraph 11 c was asked for by Mr. Bryers stating that the right to change, et al, is subject to the Township building codes and zoning codes.

Mr. Leonard was asked to obtain an explanation of the contents of Paragraph 11 d pertaining to why the Ambler Sewer Treatment Plant would want to introduce effluent into the reservoir or into the stream near, adjacent to, or flowing into the reservoir.

In the paragraph which states "Comprehensive General Liability – bodily injury for each person or for each occurrence in the amount of at least \$2,000,000 and property damage in at least the same amount." Mr. Bryers asked why the Township is obligated to pay \$200,000 in property damage coverage. Mr. Leonard answered that the Township has a tort liability cap.

Regarding Ambler's obligation to make initial capital improvements, Mr. Bryers asked what they are obligated to do and why the Township is responsible for putting up signs, etc. if it is necessary to make any improvements of a capital nature to the dam? In his opinion, the contractor should be responsible therefor.

Review of the GATSME Lines Lease:

Mr. Bryers said that the lease should be rewritten by the Solicitor's office in plain language.

Mr. Bryers asked how long the rent of \$660 for the property has been in effect? Mr. Pizer will check the Philadelphia CPI to derive an appropriate figure.

As an aside, Mr. Leonard met with the operators of the Montessori School. They are requesting permission to install new windows. Mr. Leonard suggested that they look into buying the property and getting rid of the existing playground which has always been a point of contention for the neighbors. He also suggested that the operators of the school put a proposal together for either a lease extension, letter of intent, or for a sale.

Review of Fire Station Leases:

Mr. Leonard informed that the Fire Company is independently chartered, but they have been unable to locate the official documentation. They currently insure their buildings at a significantly lower value than the Township does. They have control of the buildings, and it is their discretion as to the uses.

Mr. Derr favored the fire station buildings being used for public functions. Because they are community buildings, they should be more community friendly.

Mr. Leonard favored a lease that clearly sets forth all issues. He will confer with Mr. Pizer to work on discrepancies.

Mr. Bryers suggested that Mr. Leonard obtain samples of fire station leases from other municipalities.

Review of Hydrant Use and Supply Agreement – North Wales Water Authority:

Gilbert High and Paul Leonard met with Joseph Kuhls, Solicitor for the North Wales Water Authority, and Peter Lukens of the North Wales Water Authority about a proposed Hydrant Use and Supply Agreement for those hydrants located within the Township of Upper Dublin that are owned by North Wales Water Authority.

Mr. Bryers suggested that the first sentence of Paragraph D, 2 should read: "The Authority hereby grants to the Township and its duly authorized agents the right, on a year to year basis, to use the Hydrants and a reasonable water supply available therefrom for the purposes of responding to emergency situations including, without limitation, the combating and suppression of fire, and for reasonable training exercises, practice drills, *and exhibitions as authorized by the fire chief.*"

Paragraph D, 7 reads as follows: "The Hydrants shall be maintained in accordance with a schedule established by the Authority within its sole and absolute discretion." Mr. Bryers opined that this is against the purpose of what the Committee is trying to do.

Mr. Bryers asked that the Water Company provide a maintenance schedule.

DJOURNMENT:

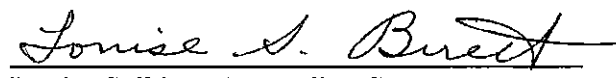
Mr. Mermelstein motioned, with Mr. Bryers seconding, to adjourn the meeting at 9:50 p.m.

VOTE ON MOTION


ALL YES

MOTION CARRIED

Respectfully submitted,


Louise S. Birett
Louise S. Birett, Recording Secretary

ATTEST:



Chet Derr, Chairperson

A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Tuesday, July 18, 2000; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Herold. Paul Leonard and J. Kenneth Croney were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

INTERVIEWS:

Twining Valley Golf Course RFP Consulting Services:

The first hour and a half of the meeting was spent listening to presentations by various consultants in response to the RFP for the Twining Valley Golf Course.

Mr. Leonard will confer with the leading candidate to determine if they can work out the scope, budget and deliverable products as suggested in the RFP. Messrs. Reilly and Leonard will then come back to the Contract Review Committee in September with a combined recommendation.

DISCUSSION:

Review of Metricom Right-of-Way Use Agreement:

Metricom is in the business of constructing, maintaining, and operating a mobile digital data communications radio network known as Ricochet®, a network operated in accordance with regulations promulgated by the Federal Communications Commission, utilizing radios and related equipment certified by the Federal Communications Commission.

Metricom wishes to locate, place, attach, install, operate, and maintain radios on facilities owned by the Township as well as facilities owned by third parties, located in the municipal right-of-way for purposes of operating Ricochet®.

Mr. Leonard informed that Metricom is a company founded by the co-founder of Microsoft. They propose to provide seamless, wireless internet service available to homes via a high speed two-way radio system. Their primary coverage area would be the Fort Washington Office Park.

The lease agreement is similar to that engaged in with approximately 35 other municipalities who looked at it as a revenue stream. Mr. Leonard advised caution in a situation where there is a revenue stream without any obligation to the Township. To approve the lease agreement is completely optional for the Board of Commissioners of Upper Dublin Township.

Mr. Croney said the contract is standard and as good as that which Lower Merion has entered into.

Mr. Derr was willing to bring this matter before the Board of Commissioners. He did ask, however, that "If it does not generate revenues, what is the point?"

Mr. Bryers was concerned about how the income the Township would be receiving can be verified. He is not interested in entering into an agreement at this time. He questioned whether the Township would want to entertain sending someone out to California to audit Metricom's books each year..

The Contract Review Committee decided to table this agreement indefinitely.

Review of CDNOW Parking Lease:

CDNOW is a tenant with its offices headquartered at 1005 Virginia Drive, Fort Washington, and desires to use the parking lot immediately adjacent to the CDNOW's office and owned by Upper Dublin Township.

Mr. Leonard informed that CDNOW is in the process of looking for a buyer.

Mr. Croney assured that several language inconsistencies have been worked out.

Mr. Bryers asked that Mr. Croney revise the language pertaining to insurance.

This issue will be on the agenda of the Board of Commissioner's August Stated Meeting.

Review of Loch Alsh Reservoir Lease:

Mr. Croney said that all outstanding issues have been worked out with the Solicitor of Ambler Borough.

This lease will be discussed further at the August Stated Meeting of the Board of Commissioners.

Land Adjacent to the Bub Farm.

The Township has been approached to determine if it would be interested in taking ownership of a landlocked tab of ground adjacent to the Bub Farm that runs to Route 309.

Review of GATSME Lease:

The Township owns property at the intersection of Madison and Prospect Avenues in Fort Washington. The property is improved with a building formerly known as the Fort Washington Elementary School. GATSME is a model railroad club that constructs and displays model railroads. GATSME has leased space in the basement of the auditorium of the Fort Washington Elementary School since March 31, 1975, for the construction and display of model railroads. The Township and GATSME now wish to enter into a new lease agreement.

It was suggested that the termination date of the lease be changed to January 1, 2004 to coincide with the lease between the Township and the Montessori School which also occupies the building so that the Board of Commissioners will then be able to make a decision as to what to do with the entire building at one specific time.

Review of Fire Station Leases:

Mr. Leonard has had protracted discussions with the Fire Company about their insurance. The Township's broker – Delaware Valley Insurance Trust – developed a matrix. It was determined that duplication of coverage appears to exist with respect to property, general liability, auto physical damage, and errors and omissions.

Mr. Leonard has also conferred with Dan Supplee and Jonathan Bleemer in an effort to set the terms in the lease with regard to the building, fleet and insurance.

The Fire Company secured insurance for collision without liability on the vehicles which they do not own. After the Fire Company indicated they wish to work with the Township, and after assurances offered by Paul Leonard regarding insurance, the First Company indicated it still wishes to have its own coverage. Mr.

Leonard, however, was of the opinion that they will not be able to match that which the Township's insurance coverage can provide.

Paul; Leonard will attempt to work out all lease questions before the Contract Review Committee discusses this matter further.

Review of Hydrant Use and Supply Agreement with North Wales Water Authority:

The outstanding issue regarding who will be responsible for maintenance must be resolved. The Township will not sign the agreement without the Water Authority committing to said maintenance in writing. Mr. Leonard will try effectuate a resolution before the September Contract Review Committee Meeting.

ADJOURNMENT:

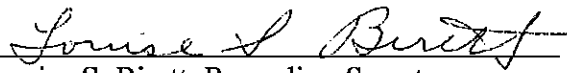
Mrs. Herold motioned, with Mr. Bryers seconding, to adjourn the meeting at 10:00 p.m.

VOTE ON MOTION

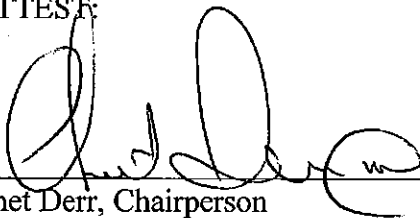
ALL YES

MOTION CARRIED

Respectfully submitted,


Louise S. Birett, Recording Secretary

ATTEST:


Chet Derr, Chairperson

A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Wednesday, November 1, 2000; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein. Paul Leonard, Township Manager, was also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

MOTION TO ACCEPT MINUTES OF THE JULY MEETING OF THE CONTRACT REVIEW COMMITTEE:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to accept the minutes of the July Meeting of the Contract Review Committee without reading.

VOTE ON MOTION

ALL YES

MOTION CARRIED

DISCUSSION:

Review SAUDC Lease, Membership Ratio:

Paul Leonard recently met with Jack Badger, President of the Senior Adult Upper Dublin Center (SAUDC). It is Mr. Badger's contention that, since Springfield Township has agreed to pay \$3,400 to Upper Dublin for SAUDC-related expenses in the 2001 budget, the lease be revisited in an effort to change the 60% Upper Dublin residents/40% non-residents requirement for membership in SAUDC.

A portion of Paragraph 4 in the lease reads as follows:

"... SAUDC shall use its best efforts to maintain at least 60% resident membership and to adopt plans and policies intended to increase residential membership above this threshold percentage. . ."

While Mr. Bryers was happy that Springfield Township recognizes that their residents use the SAUDC facility and has allocated \$3,400 to defray costs in 2001, it does not mean that the percentages set forth for membership should be changed because Upper Dublin Township is still paying a 77% share of the expenses.

The Contract Review Committee was in agreement not to recommend Mr. Badger's suggestion for a change in percentage to the Board of Commissioners.

Mr. Leonard will respond to SAUDC in writing asking for facts and figures. He will stress that while Upper Dublin Township appreciates financial donations from other Townships, that is not a reason to change the requirement that 60% of SAUDC members be Upper Dublin residents.

Review of Fire Station Leases:

Mr. Leonard presented an overview of events leading up to proposed changes to be considered regarding the Fire Station Leases:

- Upper Dublin Township has been very positive with the Fire Company. Commissioner Gift has been a supporter and has been there for them whenever a problem has arisen.

- The insurance issue continues to be a problem. The Township asked the Fire Company to confer with its broker in August and obtain a quote for the buildings, the apparatus and the Fire Company.
- Duplication of coverage appears to exist with respect to property, general liability, auto, physical damage, and errors and omissions.
- Duplicate insurance is running \$9,000-\$11,000 per year. The Fire Company is currently insuring for property, casualty, and collision – things they do not own. If there is a loss, their current insurance company will say that the Township's primary insurance is responsible.
- While there are three or four creditable insurance companies available with which to deal, the Fire Company has not contacted them.
- The Township's insurance brokers have suggested a renewal of the lease (dated 1983). The Contract Review Committee would be charged with possibly negotiating a lease with the Fire Company by August 2001.
- The Fire Company has been advised to seek the services of an attorney who is an expert in lease matters.
- Ownership of the fire trucks is a crucial issue. The Township staff is concerned about maintenance and the condition of the fire apparatus. It would be possible to transfer ownership of the trucks to the Fire Company for a \$1.00 fee with the proviso that the Township has the right to and will inspect the equipment at reasonable intervals of time.
- Commissioner Gift has a meeting scheduled with the Fire Company on Sunday, November 5th. He will suggest that the buildings and equipment lease should be negotiated with the Township Manager and the Contract Review Committee.
- The tort liability capacity is \$750,000. This \$750,000 hit in 2001 will not allow for the purchase of an additional piece of equipment which was originally scheduled for purchase in 2002.
- Commissioner Gift has told the Fire Company they need a five year plan.
- In 1995, the Fire Company asked for permission to conduct an appeal to raise funds. The arrangement with the Board of Commissioners was that the money would go into the capital equipment fund. It has been noted that \$15,000 went to a separate organization of the Fire Company called "the backroom." This organization provides for a recreation room, tee shirts, caps, mugs, and entertainment for the fire personnel. The Fire Company is proposing to take the appeal money this year to refurbish the backroom for an approximate sum of \$50,000-\$60,000.
- Requests for services have increased significantly.
- The suggestion was made to hire a consultant with good credentials to conduct a study to define deficiencies.
- Regarding training issues, the least likely individual in the Fire Department to go for training is the Fire Chief due to demands on his time.

- Only two fire companies in the Commonwealth of Pennsylvania are certified for training and SOPs.

Mr. Bryers requested an example of what the savings are from the Township's insurance carrier. He would not be averse to raising the Fire Company's budget to cover costs of an attorney.

Mr. Derr was of the opinion that:

1. Twenty-five years is too long a term for the Fire Company lease. He would like the Fire Company to commit to a joint lease before August 2001.
2. It is the Board of Commissioners' obligation to make sure that the money is properly spent.

Review of Hydrant Use and Supply Agreement with North Wales Water Authority:

Mr. Bryers asked for a change to Paragraph 7 of the draft Hydrant Use and Supply Agreement which currently reads as follows:

"The Hydrants shall be maintained in accordance with a schedule established by the Authority within its sole and absolute discretion. The Authority shall provide to the Township the maintenance schedule established by the Authority and any amendments thereto."

Mr. Leonard was asked to write a letter to North Wales Water Authority stating that maintenance on hydrants must be done on a schedule which is no longer than two years. Words to that effect should be added to Paragraph 7.

The Fort Washington Fire Company will be asked to offer suggestions for additions to the Agreement.

Review Second Addendum to Twining Valley Golf Course Lease:

Links Management, Inc. has asked that the following sentence be inserted at the end of Section 19 of the Lease Agreement:

"In addition to the rules and regulations of the PLCB relating to the License, Links will not permit alcoholic beverages to be sold on the Premises after 10:00 p.m. on any evening. *The foregoing shall not, however, apply when the Premises are reserved for use as a private outing or other affair which only invited guests are permitted to attend.*"

Mr. Bryers was adamant that alcohol not be served later than 10:00 p.m. at any time.

Mr. Derr does not want a "sports bar" atmosphere to be created.

The Committee feels the request goes against the intent of what the Board of Commissioners wants.

Mr. Derr asked that monthly financial statements be provided for the Twining Valley Golf Club.

Mr. Leonard was asked to draft a letter for approval by the Solicitor's office stating the Board's position and requesting monthly financial statements as a trade-off for consideration of the request by Links Management.

Review Eller Bus Shelter Contract:

The issue is whether the Board of Commissioners is willing to permit advertisement on bus shelters throughout the Township.

The lease increases the amount that Interstate Advertising Company (predecessor to Eller Media Company) previously paid the Township to \$120 each month, guaranteed whether or not the advertising signs are rented. The previous lease provided \$50 per sign face when leased, averaging about \$70 a month per bus shelter.

A check of similar leases with various municipalities indicated that the range for multi-fees is between \$100 and \$140 per month depending on the traffic volume near the bus shelter and the signs and their proximity to retail areas.

Mr. Leonard advised that the Township is not in a position to provide for repairs or maintenance of the bus shelters at this time. Estimated cost for installation of a new shelter, depending upon its location approximate to electricity, is between \$9,000 - \$12,000.

The Transportation Development District proposes approximately twenty additional shelters in the area, either to be funded as part of that district or potentially through a zero cost arrangement with Eller Media.

For security purposes, Mr. Bryers suggested limiting the height of signs to increase the safety of those persons waiting in the shelters. Part of the panel should be "see-through." In his opinion, control over the contents of the signs should rest in the hands of the Board of Commissioners. He suggested that the contract should run no longer than five years.

Mr. Leonard will contact other municipalities and put out an RFP.

Mr. Bryers asked that the RFP request style options for bus shelters.

When sign spaces are not rented in a given month, Mr. Leonard suggested that the Township have two or three pre-planned advance copies of signs on hand reminding citizens of Township concerns (i.e., fire and Christmas tree safety, etc.)

North Hills Community Center Lease:

Mr. Leonard advised that the lease will be coming up for renewal at the end of March, 2001.

The North Hills Community Center Group has had varied success while running the Community Center. Renewal of the lease should include restructuring of the Community Center Group.

The Community Center Group has not actively negotiated a sublease arrangement with interested parties.

A CDBG grant has been obtained to refurbish the first floor of the building.

Mr. Bryers suggested that the community might look favorably upon the establishment of a Police Substation in the North Hills area. Mr. Leonard will confer with the Chief of Police regarding community relations.

It is the Contract Review Committee's opinion that the North Hills Community Center Group should include interested outside business people.

Mr. Mermelstein pointed out the need for a meeting with the community leaders if the Board of Commissioners wants to proceed with this train of thought.

This issue will be discussed further in the first quarter of 2001.

ADJOURNMENT:

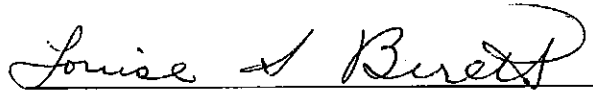
Mr. Bryers motioned, with Mr. Mermelstein seconding, to adjourn the meeting at 8:15 p.m.

VOTE ON MOTION

ALL YES

MOTION CARRIED

Respectfully submitted,



Louise S. Birett, Recording Secretary

ATTEST:



Chet Derr, Chairperson

A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Tuesday, January 16, 2001; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein. Paul Leonard, Township Manager; and Susan Lohoefer, Director of Parks and Recreation; were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

MOTION TO ACCEPT MINUTES OF THE NOVEMBER 2000 MEETING OF THE CONTRACT REVIEW COMMITTEE:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to accept the minutes of the November 2000 meeting of the Contract Review Committee without reading.

VOTE ON MOTION

ALL YES

MOTION CARRIED

DISCUSSION:

Review SAUDC Lease, Membership Ratio:

Jack Badger, President of the Senior Adult Upper Dublin Center (SAUDC), appeared before the Committee to answer questions raised at the November Contract Review Committee Meeting.

What is being done to improve participation in SAUDC from Upper Dublin residents?

- On 10/16/00, SAUDC requested that the 60-40 limitation in the lease with Upper Dublin Township be reduced in their favor.
- On 11/6/00, a letter was received from Paul Leonard stating that the Committee required more information.
- In December of 2000, SAUDC responded. Messrs. Badger and Leonard met, and at that time it was determined that the concerns over the 60-40 ratio were strictly monetary.
- Mr. Badger submitted data on current members, both resident and non-resident.
- SAUDC has been operating for 20 years as a volunteer organization.
- The school building in which SAUDC holds its meetings was in very bad condition when the organization began to meet.
- Volunteers, both residents and non-residents of Upper Dublin Township, donated labor and money toward making the building habitable.
- Until the lease was signed in 1998-1999, the membership was 50-50. During lease negotiations, the Board of Commissioners required that the ratio be 60-40.
- Non-resident members pay twice the amount resident members pay (\$10.00 vs. \$5.00).
- Several members quit on principle because they had done a lot of work and felt they were not being properly thought of. Thereafter, the 60-40 ratio was satisfied fairly quickly.
- Upper Dublin Township provides \$15,000 annually to cover the costs of power and lighting to the entire building.
- The membership of SAUDC at the present time includes 23% from Springfield Township and the remainder of the 40% is spread between all other townships.
- Messrs. Badger and Leonard met with the manager of Springfield Township and asked for Springfield's financial assistance. Springfield Township then offered to pay \$3,400 to SAUDC on a yearly basis beginning in January of 2001.
- SAUDC would like to have the flexibility of drawing members from outside the Township.

- The President and Vice President of SAUDC must be Upper Dublin residents. The other officers can be drawn from any locale.
- Announcements about SAUDC and their fees are advertised on Channel 16.
- Word-of-mouth is still the best way of getting people involved.
- An open house is being planned to draw more Upper Dublin residents.

What programs does SAUDC offer?

- Aerobics
- Ceramics
- Crafts
- Needle work
- Bridge
- Pinochle
- Table billiards
- Blood pressure testing on a monthly basis by the Visiting Nurses' Association
- Computer fundamentals
- Book Club
- Shuffle board
- Bingo
- Day trips
- Occasional overnight trips

Mr. Badger offered the following miscellaneous information:

- The upper floor of the SAUDC building is used not only by SAUDC members but by EONA as well as the Parks and Recreation Department of Upper Dublin Township (kitchen and dining room).
- SAUDC furnishes all housekeeping and paper products used at the building.
- The upper floor now serves as a poling place since the Township installed a chair lift that meets ADA requirements.
- Unpainted ceramic items were provided during the last two Upper Dublin Days. Children were permitted to paint them free of charge. The SAUDC booth was the most visited during both events.

Economic benefits that SAUDC members provide:

- Bursing tax bills and stuffing them into envelopes (17,000 items with three inserts).
- Stuffing of 65 envelopes four times a year.
- SAUDC plans to renovate the restrooms to comply with ADA standards using \$10,000 in grant money from the Pennsylvania Department of Economic Development. SAUDC will match that amount. The estimated time of completion is June of 2001.
- SAUDC members plan to polish all of the floors on the second level.
- All members are more than willing to volunteer their time and services to Upper Dublin Township.

How many people in SAUDC belong to other like organizations?

- Many members felt the information requested is an invasion of privacy.

Mr. Bryers was of the opinion that SAUDC has still not given any reason to consider changing the ratio from 60-40.

Two years ago, SAUDC was asked to submit membership lists, improvement plans, etc. by March 1st of each year. Mrs. Lohoefer informed that the Parks and Recreation Department has just received an updated membership list. Mrs. Willox, in the audience, said that SAUDC's annual report is waiting for Mr. Badger's review before submission to the Township.

The Board of Commissioners would like to see more Upper Dublin residents involved. Mr. Bryers suggested that Springfield residents might want to approach their public officials with a plan for creating their own senior center.

From a businessman's perspective, Mr. Derr was concerned about monthly expenditures. While the \$15,000 is not a significant amount, it does need to be justified. He personally has no problem with dropping the ratio somewhat to 55-45, but Upper Dublin Township residents have to be in the majority.

Mrs. Lohoefer informed that several programs are offered by the Parks and Recreation Department for senior citizens. When they sign up, \$5.00 of their fee is automatically turned over to SAUDC. This induces some Upper Dublin residents to join the senior group.

Bob Daneher, in the audience, said that SAUDC provides a very valuable service to the Township.

This issue will be a discussion item at the February Stated Meeting.

North Hills Community Center Lease:

The lease is due for renewal at the end of March, 2001.

The North Hills Community Center Group has had varied success while running the facility. It is the only self-sufficient community organization. Renewal of the lease should include restructuring of the Community Center Group which was represented by Bob Daneher and Melinda Maiden.

Discussion centered around issues about the sub-lease, maintenance, cost for library operations, and renovations to the lower level. The lower level renovation will produce more activities and generate more funds. The majority of the North Hills community is waiting for it to be completed.

Ed Marvel, Architect, has received approval from Montgomery County for a Community Block Development Grant (CDBG) in the amount of \$180,000. Since the Community Group reduced the scope of work by \$5,000 by eliminating studding and wallboard and some of the kitchen equipment, work can begin immediately. The job should come in between \$175,000-\$180,000.

Mr. Daneher said that all "stumbling blocks" during the past two years have been resolved, and the architect was commissioned in late November to reduce the scope of work. Mr. Marvel asked for a short hiatus in order for masonry work to be done on the lower level. Bids are now scheduled to go out during the fourth week in January.

Another bid process will take place in six weeks. It is an award by the Community Center under county regulations.

Mr. Leonard pointed out that the Community Center's board is self-perpetual. It is very difficult to find volunteers to take a leadership role.

The majority of the income from Upper Dublin Township is for the library. Most of that money is used for utilities.

Income from Abington Hospital goes toward maintenance and utilities.

Mr. Daneher informed that the Manor Residents Council was apprised of all meetings of the Community Center's Board, but no one has volunteered to assist in developing more programs within the center.

Ms. Maiden was of the opinion that when the renovations are completed on the first level, more volunteers will come forward.

Arcadia University students are assisting students with computer lessons and homework assignments. When there is a dedicated room for computers, it is expected that many children will avail themselves of this service.

Mr. Daneher informed that the by-laws for the North Hills Community Center Board have been found. However, the original charter remains missing.

Mr. Bryers posed the question as to whether the Township wants to continue to own the building? There may be a way for the Township to relinquish its responsibilities. Mr. Leonard and Ms. Lohoefer were asked to investigate various options.

Ms. Maiden felt that a daycare center could be housed at the center if a kitchen were provided. The lower level will be marketable for rentals with the addition of a kitchen. Mr. Marvel and another contractor think that as work progresses, they will be able to provide the bulk of kitchen equipment free of cost.

Mr. Derr is donating flooring.

It was noted that the Township mows the grass, collects trash, and performs snow and ice control.

Ms. Maiden stressed that youth and teenagers need the center.

Mr. Leonard suggested a month-to-month lease until all research is compiled. All lease issues should be identified by December, and the lease can be signed after the lower level renovations are completed.

Review Second Addendum to Twining Valley Golf Course Lease:

No response has been received to recent correspondence directed to Links Management from the Township Solicitor's Office.

An amendment has been signed to enable work to begin on the fitness center. Links Management has agreed that no liquor will be served at the club after 10:00 p.m.

The Township has put Hugh Reilly on notice regarding signs that have been erected advertising the fitness center. The Code Enforcement Director will be asked to notice Links Management and impose a thirty day period during which anything that is not part of the original sign must be removed.

Mr. Reilly has contacted Commissioner Herold asking the Township to offer \$22,000-\$23,000 settlement money to be designated for damage to the golf course resulting from a hurricane in 1996. Jeff Wert, Township Engineer, has been asked to look at the situation.

No report has been received regarding dead trees on Twining Road. Complaints have been received from Dresherbrooke that the trees on Township property are hazardous. It is Mr. Leonard's intention to notice Mr. Reilly about the unsafe conditions.

Mr. Bryers cautioned that the Township must be very clear when it undertakes responsibility or certifies the trees. Mr. Leonard assured that when and if the Township gets to that point, the Township Solicitor will be consulted.

Regarding the long-range plan, Mr. Leonard has not heard from the consultant since October. He will obtain information as to the status.

Fire Department Lease:

The Fire Company will be asked to identify details they would like to see in their lease.

It was noted that the Township is responsible for the perimeter of the property. The Fire Company wants certain prerogatives of ownership without the responsibility therefor.

ADJOURNMENT:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to adjourn the meeting at 8:40 p.m.

VOTE ON MOTION

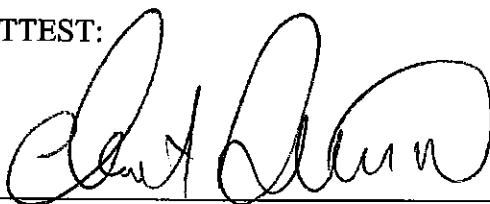
ALL YES

MOTION CARRIED

Respectfully submitted,


Louise S. Birett, Recording Secretary

ATTEST:


Chet Derr, Chairperson

A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Tuesday, July 17, 2001; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein. Paul Leonard, Township Manager; and Ken Cronney, representing the Township Solicitor; were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

MOTION TO ACCEPT MINUTES OF THE JANUARY 2001 MEETING OF THE CONTRACT REVIEW COMMITTEE:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to accept the minutes of the January meeting of the Contract Review Committee without reading.

VOTE ON MOTION

ALL YES

MOTION CARRIED

DISCUSSION ITEMS:

Twining Valley Golf Course Lease, Operations:

Mr. Derr informed the audience that no legislation will be enacted this evening, only discussion and review.

Jim Blockovitch, a consultant hired by the Township as an expert on golf courses and irrigation design, made the following comments:

- He was directed by the Township to do a study of the Twining Valley Golf Course, including a clubhouse review and an irrigation review.
- He will prepare a master plan which will entail a hole-by-hole analysis of the golf course.
- A preliminary design will be submitted to the Township by August 3rd.
- Safety issues will be addressed.
- He will offer suggestions as to what can be done immediately, during construction and after construction.

Mr. Mermelstein pointed out the importance of eliminating the causes of golf balls leaving the property at the 15th and 16th holes, the endangerment to residents of the Dresherbrooke Townhouse Development, as well as damage to their properties.

Mr. Leonard advised of many complaints received from residents pertaining to:

- Broken windows.
- Damaged outdoor furniture.
- Residents struck by golf balls.
- The best solution seems to be the installation of netting. The question is "How long and how high?"
- Serious problems exist with some of the pipes beneath the golf course because of their depth.
- The pond on the golf course continues to "blow out" during storms.

Mr. Bryers suggested that Messrs. Leonard and Wert discuss and view the videos taken of the underground piping.

Mr. Leonard stated that the Township has had good luck with short and long-term options.

Various residents of Dresherbrooke addressed the Committee with their concerns as follows:

Complaints/Comments from Residents	Township and Golf Course Management Replies
<p>Rod Carlin and Donna DeFrancesco:</p> <ul style="list-style-type: none"> • A petition signed by most residents of Dresherbrooke was presented to the Committee some time ago. • They have not heard about any action being taken on behalf of the residents of Dresherbrooke. • In September of 1999, the Dresherbrooke residents were promised that a solution would be found for the 15th and 16th holes. • At that time, a committee had been appointed, and they asked for a list of those who were on the committee. • They asked that a representative from Dresherbrooke be a part of that committee. • Another petition was presented this evening. • Property damage and personal injury are of uppermost concern. • Golf balls continually bounce around the neighborhood. • Children are in danger of being hurt. • Mr. Carlin complained of golfers entering his property, urinating thereon, using his lawn as a green to shoot golf balls back on to the golf course, and using unacceptable language. • Ms. DeFrancesco complained of the expenses every time something is broken. She has had at least \$1,000 worth of damages. With a \$500 deductible on her homeowners' insurance policy, it is difficult to be reimbursed. • She related how a golf ball went through her sliding glass door as she was sitting in her kitchen. • The 16th hole has been closed since Hurricane Allison. Mr. Carlin suggested keeping the 16th hole closed and making the 15th hole a par 3. 	<ul style="list-style-type: none"> • The Committee met with Hugh Reilley of Links Management which resulted in the moving of tee boxes and the installation of netting. • Mr. Cassidy chaired the committee established in 1999. The memo prepared at that time will be distributed to the Contract Review Committee as well as the interested neighbors. • Mr. Mermelstein said the entire Board of Commissioners is going to work on solutions for the present situation. They are awaiting the consultant's report. • Mr. Mermelstein suggested closing the 15th hole until a solution is found.
<p>Bill Carter, President of the Dresherbrooke Homeowners' Association:</p>	<ul style="list-style-type: none"> • Mr. Reilley said that notices have been placed in the pro shop about this situation.

<ul style="list-style-type: none"> • There has been a dramatic increase in errant golf balls during the past several months. • Much damage has been sustained. • Many near misses. • Expensive to repair damages. • He suggested that the golf club hire rangers to patrol the golf course. • Residents have been subject to verbal abuse from golfers. • Trespassing signs placed by the golf course face Dresherbrooke and not the golfers. • Is there a chance that the 15th hole can be changed to a par 3 until the problems can be resolved? • Mr. Carter personally collects 50-75 golf balls on his property each week. • In favor of a Committee including Township personnel, homeowners, and Links Management. 	<ul style="list-style-type: none"> • When red signs were posted on the golf course, they were all broken up in a very short time. • Mr. Leonard suggested that Mr. Reilley check with the Police Chief as to the type of sign on the course, and where they can be placed. • Residents were warned not to get into verbal conflict with golfers. Police are trained to handle these situations and should be called immediately. • William Stewart, Esquire, represented Mr. Reilley. He said that the solutions suggested two years ago were implemented. However, he and his client have no solutions to recommend this evening.
<p>Wendy Quinn:</p> <ul style="list-style-type: none"> • She lives on the 16th hole. • Concerned about safety of adults and children. • Some children have been hit by golf balls. Golfers are reckless. • Golf balls have broken windows in her home. 	
<p>Annie Boyle:</p> <ul style="list-style-type: none"> • The situation with flying golf balls is so dangerous, she forbids her grandchildren from playing outside when they come to visit. 	
<p>An Anonymous Resident:</p> <ul style="list-style-type: none"> • When he calls police to report a golf ball incident, they are very nice but have told him there is nothing they can do about the situation. 	<ul style="list-style-type: none"> • Mr. Leonard encouraged everyone to file reports every time there is a golf ball strike. It is the only way that the Township can identify the nature of the problem.
<p>Carol Shoemaker:</p> <ul style="list-style-type: none"> • Asked what residents can do to assist in this matter? 	<ul style="list-style-type: none"> • Mr. Derr said that the Homeowners' Association can post signs. • Mr. Bryers said that residents can take action to protect their property through the Homeowner's Association.

<p>Clint Manning:</p> <ul style="list-style-type: none"> • Asked what the Township can do since Links Management runs the golf course? 	<ul style="list-style-type: none"> • Mr. Derr said that the Township is obligated to protect the wellbeing of residents. • The Committee wants a permanent solution, and that is why the Township is spending the money to hire a professional. • Mr. Derr commended Mr. Mermelstein for working tirelessly to resolve this problem. • Trying to arrive at a remedy to satisfy everyone concerned.
<p>Jean Solly:</p> <ul style="list-style-type: none"> • Lives in the end unit near the 15th hole. • Asked why permits were issued to the builder of Dresherbrooke when the unsafe conditions caused by flying golf balls was known by the Township? 	

Mr. Mermelstein motioned, with Mr. Bryers seconding, to adjourn the meeting at 7:53 p.m. to enter into an executive session with the Township Solicitor on this matter.

VOTE ON MOTION ALL YES MOTION CARRIED

Mr. Mermelstein motioned, with Mr. Bryers seconding, to reconvene the meeting at 8:15 p.m.

VOTE ON MOTION ALL YES MOTION CARRIED

Ken Croney reiterated that while the Township owns the golf club, it has a long term lease management agreement with Links Management to operate the golf course. He then read specifics set forth in the lease.

Mr. Stewart emphasized:

- He and his client have listened to what the people and Township had to say this evening. Until Mr. Blockovich does his analysis and more records are obtained, they are not prepared to make recommendations.
- The cost factor must also be considered.
- He pointed out that the golf course existed long before Dresherbrooke was developed.
- He asked how much risk is reasonable?
- It is impossible to keep all golf balls from going onto private property.
- He is not sure that a solution is going to come out of this type of forum.
- He suggested reinstating a committee with representatives from the Homeowners' Association and Links Management.
- Mr. Reilley is willing to do anything that is collectively perceived as good for everyone concerned.
- Every golf course in the country that has homes on it has the same type of problems.
- The Township will have to bear the difference in income if the 15th hole is changed to par 3.

Mr. Mermelstein said the key point is that the nuisance has to stop immediately!

Mr. Derr emphatically stated that public safety has to be paramount. The lease gives the Township the authority to rectify the problems.

Mr. Bryers was of the opinion that the proposed committee need not involve the Township, but rather the Homeowners' Association and Links Management.

The discussion was tabled with Mr. Reilley promising to cooperate in any way he can.

Review Scope of Work and Costs to Repair the Gym at the New Horizons Montessori School:

Mr. Leonard informed that a fire partially damaged the gym of the school which fronts on Prospect Avenue. The Township is moving close to settlement with its insurance company. A variety of contractors removed all the debris. As temporary measures, the Township installed a fan and covered the roof with a tarp.

The lease between the Township and the school speaks to improvements which are the responsibility of the tenant.

Ron Ranieri, represented the school, and said that the scope of work will entail encapsulation of the entire back walls and ceiling of the former kitchen and bathroom area, and repair of the charred ceiling joints in the area of the former bathroom.

The estimated costs are as follows:

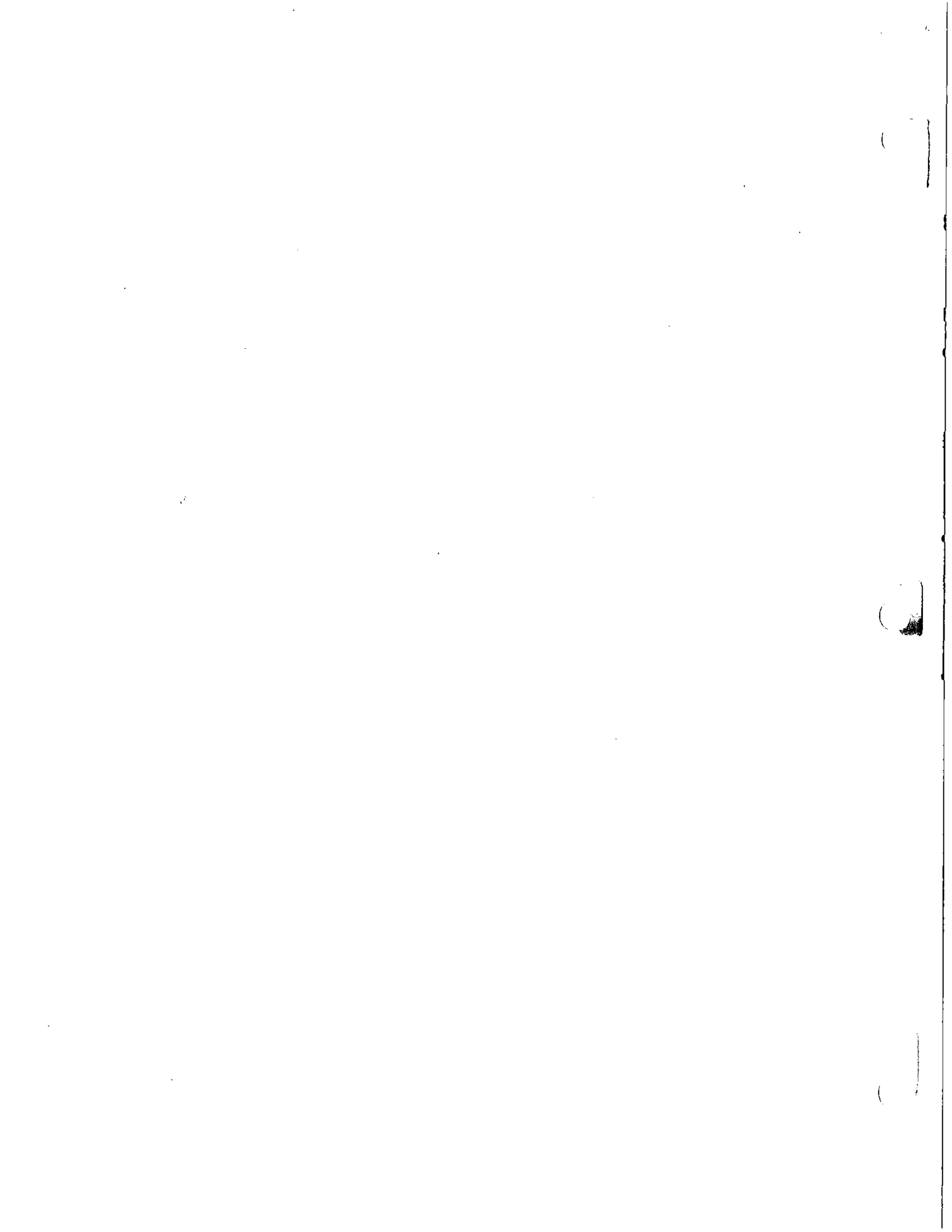
General repairs (windows, walls, ceiling, floor, cleaning, etc.)	\$28,900
Architectural (estimate)	1,000
Fire/smoke detectors and alarms	2,250
HVAC	8,973
Fire Exit signs/emergency lighting	511
TOTAL	<u>\$41,634</u>

The school is prepared to begin work immediately upon written approval from the Township.

State law requires that they provide a physical education program for their elementary students. Thus, the use of the gym is essential to their program.

Mr. Leonard said he is comfortable about proceeding with the improvements as long as they are not changing the building structurally. Reoccupancy requires the approval of the Code Enforcement Department.

The Committee agreed with Mr. Leonard providing Township approval for the needed repairs in writing.



ADJOURNMENT:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to adjourn the meeting at 9:00 p.m.

VOTE ON MOTION

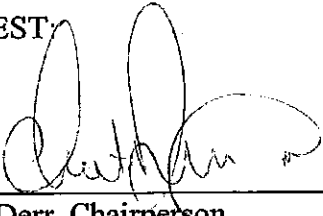
ALL YES

MOTION CARRIED

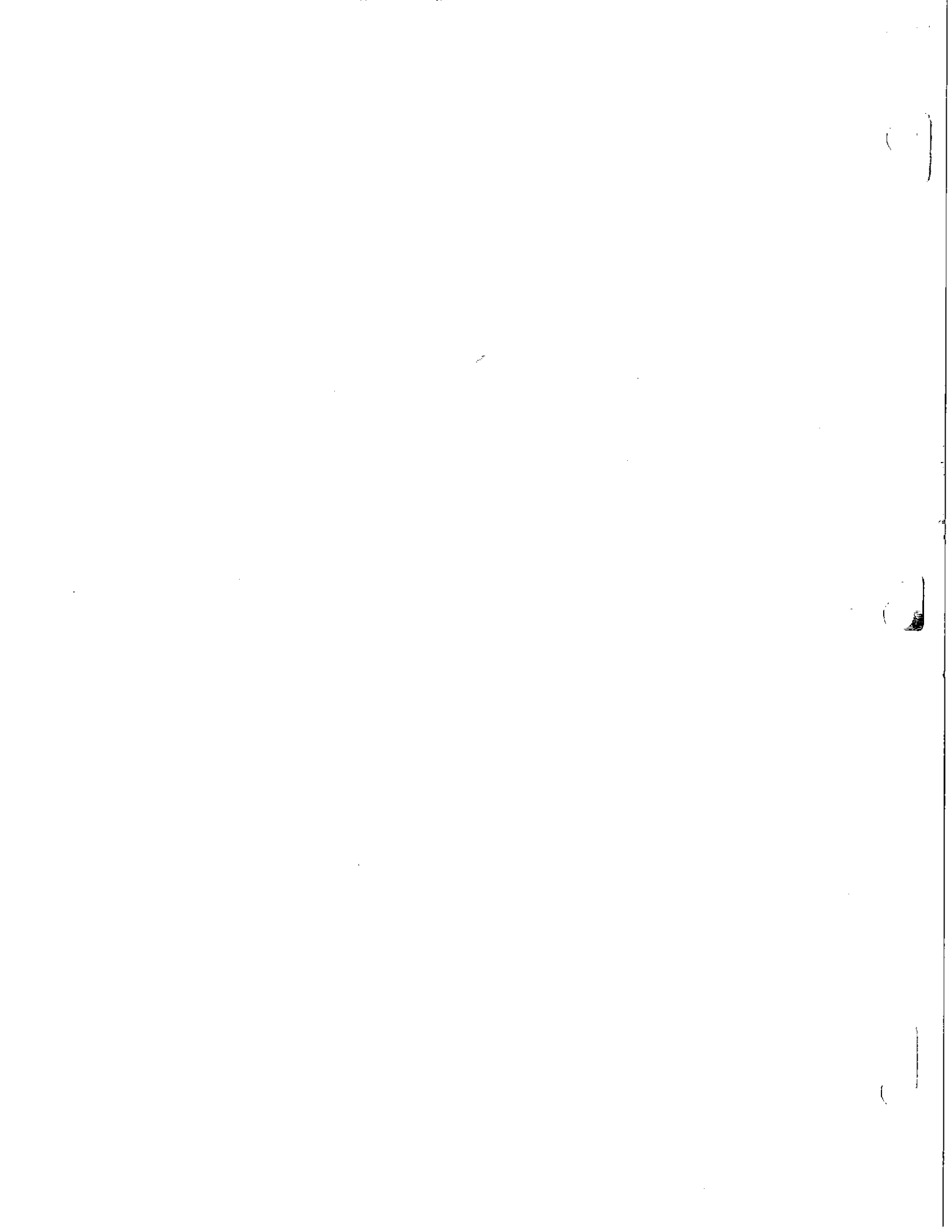
Respectfully submitted,

Louise S. Birett
Louise S. Birett, Recording Secretary

ATTEST



Chet Derr, Chairperson



A meeting of the Contract Review Committee of Upper Dublin Township was held in the Township Building on Tuesday, October 30, 2001; Chet Derr presiding.

In attendance were Commissioners Derr, Bryers and Mermelstein. Paul Leonard, Township Manager; and Ken Cronney, representing the Township Solicitor; were also present.

Mr. Derr convened the meeting at 7:00 p.m. and asked those present to pledge allegiance to the flag.

MOTION TO ACCEPT MINUTES OF THE JULY 2001 MEETING OF THE CONTRACT REVIEW COMMITTEE:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to accept the minutes of the July meeting of the Contract Review Committee without reading.

VOTE ON MOTION

ALL YES

MOTION CARRIED

DISCUSSION ITEMS:

Twining Valley Golf Course Lease, Operations:

Although the operator of the Twining Valley Golf Course (TVGC) was invited to attend this meeting, he did not appear.

A letter was sent to the operator, Hugh Reilly of Links Management (Links), documenting TVGC's commitment to place nets at the 15th hole and use a Par 3 configuration until March 2002. A reply was received stating that the work would be done "weather permitting."

The following conversations took place:

- Mr. Leonard
- Links would like to charge the expenses associated with the 15th hole against their capital improvement list. Projected costs are estimated at \$7,000.
- Mr. Bryers
- He opined that it is Link's obligation to correct a nuisance, and therefore this is not a normal capital improvement.
- Mr. Derr
- He felt to allow Links to apply the improvements to capital improvements is the easiest way to deal with the situation.
 - It will put a halt to negative publicity.
 - Hugh Reilly will look good in the eyes of the neighbors.
 - No expenditure on the part of the Township.
- Mr. Leonard
- The Lease states "With respect to the golf course, a capital improvement shall be defined as those projects of a non-recurring type which cost \$25,000 or more and shall be consistent with a comprehensive long-range plan to be developed."
 - \$25,000 is a huge loophole.
- Mr. Cronney
- Mr. Reilly must provide the Township with a list of what he considers to be capital expenditures each year.

- Mr. Derr
 - Mr. Reilly is of the opinion that the Township should consider putting money into this project.

- Mr. Leonard
 - In late September, Mr. Reilly contacted Messrs. Derr and Leonard and informed that he had been in contact with Jim Blockovitch, a consultant hired by the Township as an expert on golf courses and irrigation design. Arrangements were made with Morrissey Construction (Morrissey) involving moving 300 loads of dirt.
 - Mr. Blockovitch will not sign off on anything at this point in time.
 - The Township discovered that the dirt was placed against three or four trees that the Township had installed. Said trees are under warranty.
 - Links had a new driveway installed adjacent to the road. When Mr. Leonard questioned whether it was an "improvement, Mr. Reilly suggested that there was an exemption. The Township then obtained a ruling from the Solicitor's Office saying that an exemption did not apply to Township property.
 - Morrissey obtained a grading permit and is now operating and installing equipment.
 - Golf ball safety has not been addressed. The Township still requires documentation and verification of the issue. The Township wants assurances from Links that golf balls will not hit cars. Mr. Leonard will confer with the Township Engineer on this matter.
 - The Township is concerned that topsoil is not coming from the Prudential property.

- Mr. Derr
 - He has advised Mr. Reilly that Links must comply with all the rules.

- Mr. Leonard
 - He was not sure that Mr. Reilly has to respond to the safety issue as a provision of the lease.

- Mr. Croney
 - The lease has to be consistent with the long-range plan.

- Mr. Derr
 - Mr. Reilly feels that he does not need Board of Commissioners' approval because the cost is under \$25,000.

- Mr. Leonard
 - Mr. Reilly had to have approval for improvements to the Club House.
 - Paragraph 8 in the proposed lease states in part: "Links shall not commence any capital improvement which the Township has the right to approve until Links receives written approval thereof or deemed approval by the Township. In the event of an immediate need for an unscheduled capital improvement, the Township shall expedite its review and approval process."

- Mr. Bryers
 - The Township still does not have a final approval of the long-range plan. Until said plan is in place, the Township cannot require Links to implement things.
 - Mr. Blockovitch was give direction to look at the safety issues.
 - The Township did not give approval to add a driving range.

- Mr. Croney
 - The long-range plan is the vehicle by which things will be kept under control.

- Mr. Leonard
 - The Commerce and Interior Committee wishes to move forward with approving the long-range plan.
 - An Executive Committee meeting is going to be held with Mr. Wert in attendance

regarding liability and potential plans.

- He will follow-up with Messrs. Blockovitch and Reilly about finalizing the long range plan.

Mr. Bryers

- The entire lease is pivoting around the long range plan document

ADJOURNMENT:

Mr. Bryers motioned, with Mr. Mermelstein seconding, to adjourn the meeting at 7:30 p.m.

VOTE ON MOTION

ALL YES

MOTION CARRIED

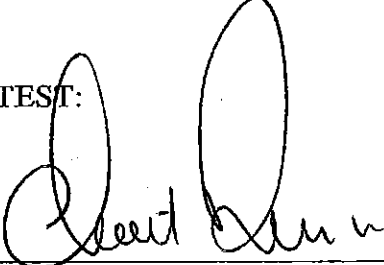
The Committee then went into executive session.

Respectfully submitted,

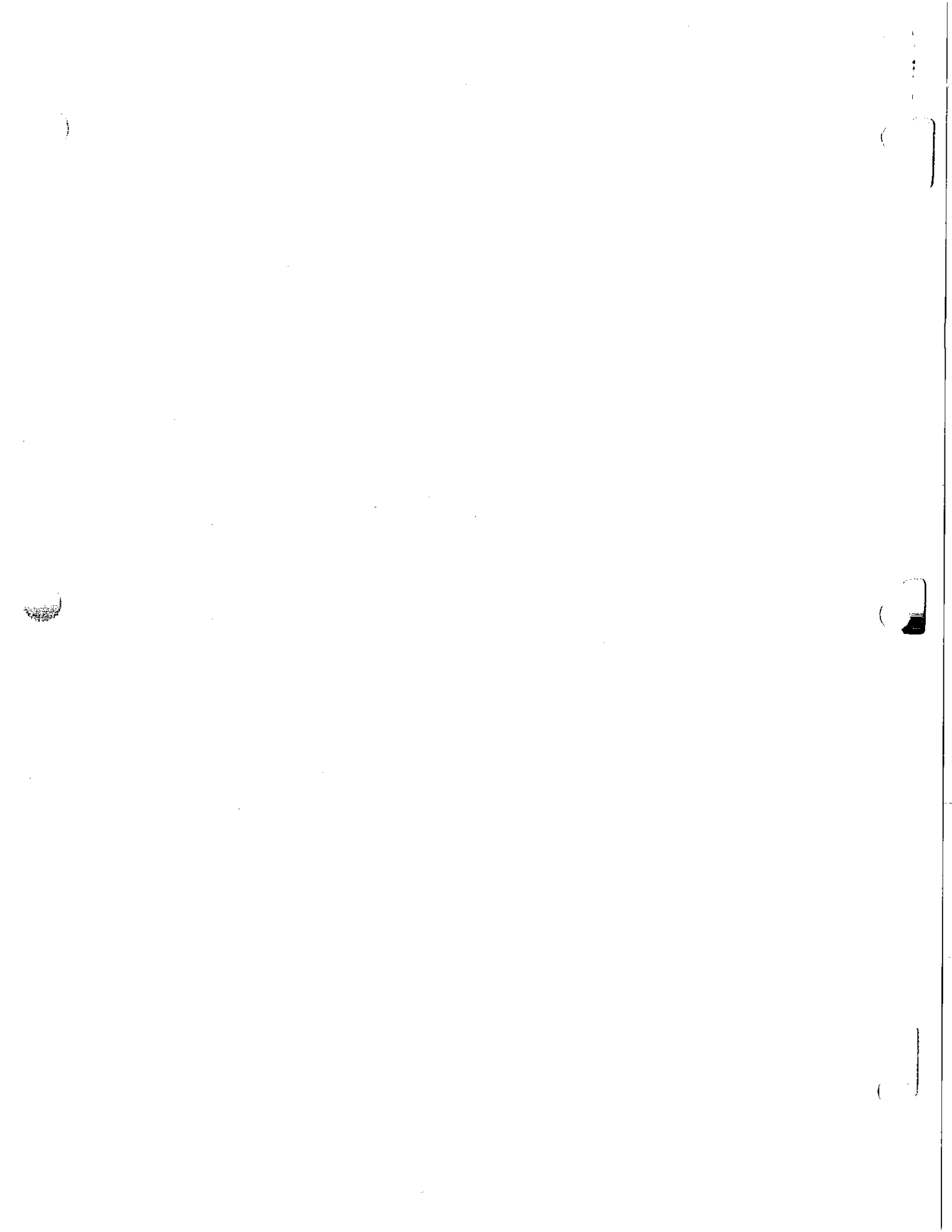


Louise S. Birett, Recording Secretary

ATTEST:



Janet Derr, Chairperson



**AGENDA
CONTRACT REVIEW COMMITTEE
TUESDAY, FEBRUARY 2, 2010 – 7:00 P.M.**

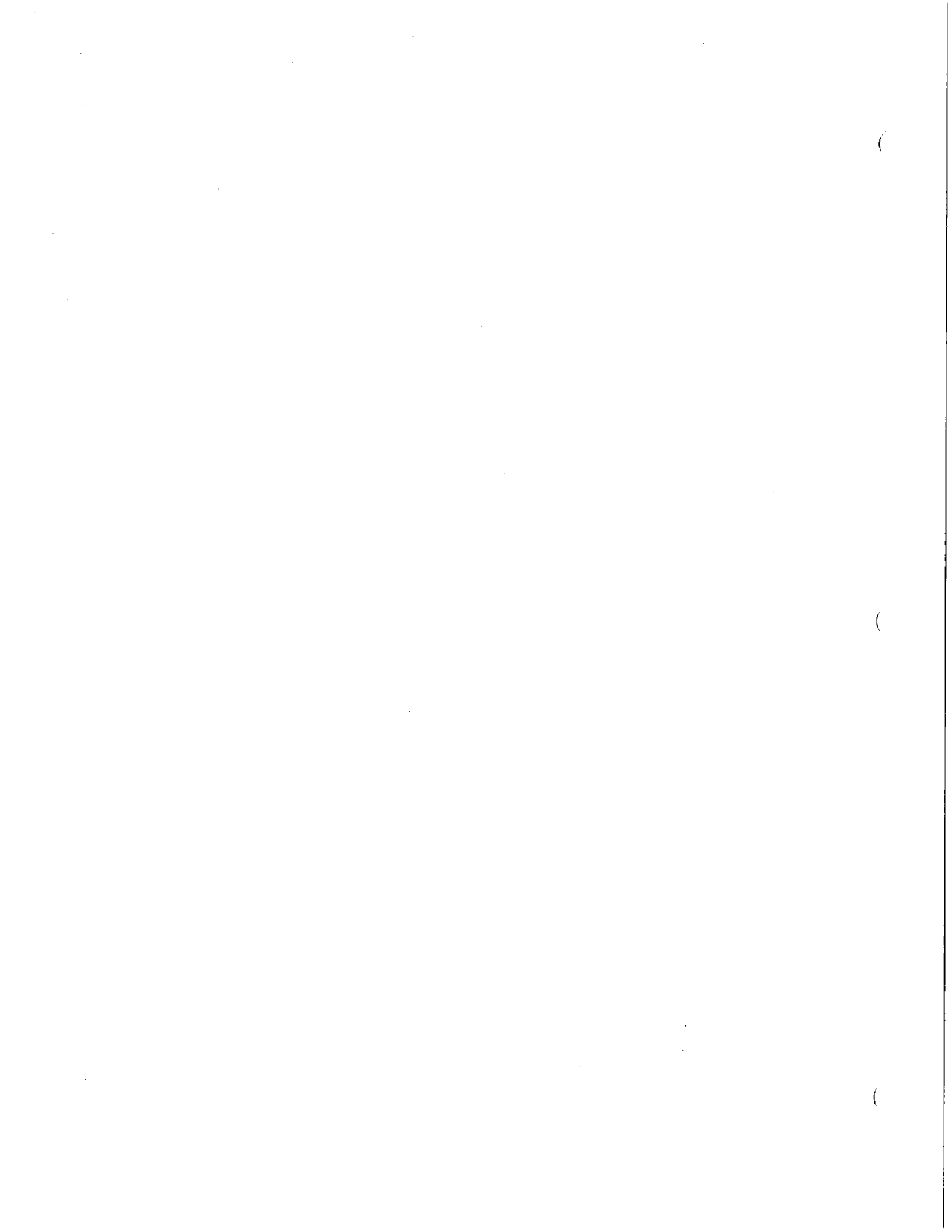
PLEDGE OF ALLEGIANCE

DISCUSS

Modifications to Twining Valley Golf Course Clubhouse.

ADJOURN

Executive Session – Consultation with Solicitor



A meeting of the newly formed Contracts Committee of the Board of Commissioners (BOC) was held on Tuesday, February 2, 2010 at 7:00 p.m., in the Upper Dublin Township Building; Chester Derr presiding.

In attendance were Commissioners Chester Derr and Ronald Feldman as well as Paul Leonard, Township Manager; and Jonathan Bleemer, Finance Director. Commissioner Ira Tackel participated as part of the audience.

Twining Valley Golf Club Renovation:

In an e-mail dated October 15, 2009, Hugh Reilly of Links Management (Links) stated:

“The fitness club at Twining Valley Golf Club has been open for ten years and has been very well received by the local residents. The kitchen area of the clubhouse represents a large portion of the second floor square footage. At present, it is only used once a year as a kitchen and could be better utilized as additional facilities for the fitness club. We need offices for personal training, nutritional services, spinning, babysitting, etc.

The area that presently houses the babysitting program was built with the approval of the Board of Commissioners (BOC) to house chiropractic offices. This is the area where the bar for the old banquet room was originally located. We would like to relocate the babysitting facilities to the area that currently houses the kitchen, and we would like to have the approval of the BOC to lease the area originally designed for chiropractic offices to a chiropractor.

We would like a concept approval from the BOC on these changes to the building. As you know, any changes to the building require the approval of the BOC. With your concept approval, I could begin the process of submitting a formal plan for your review.”

Ginny Heffernan represented Links Management before the Committee, and said:

- Links would like to proceed with changing the entire area in question with a fitness facility, a spinning room, and a babysitting room with an exit to the outside.
- It is Links' hope that with the aforesaid additions they will be able to gain at least 100 new members while competing successfully with their nearest competitor, LA Fitness.
- Links expects to gross another \$36,000 in revenues per year.
- While she does not have any cost estimate figures for the conversion itself, Links intends to do much of the work in-house.
- Responding to a suggestion from Mr. Leonard, she agreed that Links will look at the present heating and air conditioning requirements in conjunction with the proposed project. She explained that the air conditioner is old and costs the Township money on frequent service calls.
 - Mr. Leonard said that the basic systems might be taxed or need to be improved at Link's expense. He reminded that the Township has already invested \$150,000 in upgrading the systems. With the modifications and requests for additional space, the question becomes what type of commitment will Links make to keep the systems going. When the premises were a club house, the air conditioning was shut down unless there was an event.

- There is a very good exhaust system in the present kitchen area, and Ms. Heffernan wondered if that could be modified to serve the spinning room.
- The washer and dryer currently located in the kitchen area will be relocated elsewhere.
- While the chiropractic office is not part of these plans, Links would still like to be able to provide chiropractic services to their clientele. They wish to provide the best services to the community and offer all services needed.
- Links is looking at the proposed changes as a money-maker for themselves and the Township.

Mr. Leonard commented as follows:

- An interior fit-out plan should be provided to the Township before the Stated Meeting scheduled for February 9th.
- Asked if Links will agree to return the kitchen to its present location and condition at the end of their lease?
- Where will the present kitchen equipment be stored?
- The basement area was formerly used for a golf cart barn. Will Links look at using that space if the kitchen area is not suitable?
 - Ms. Heffernan said Links will look at the space to make it a spinning room.
- The Township is seeking that all necessary improvements will be at Links' expense.
 - Ms. Heffernan said while she does not have answers at the moment, she will carry this evening's conversation back to Hugh Reilly for resolution.
- The security system, electrical system, and sprinkler system are all in good shape. If the sprinkler heads have to be moved during renovations, Links would be responsible.
- Links should check with the Commonwealth of Pennsylvania's Bureau of Licenses and Inspections regarding ingress and egress of the babysitting area.
- It was noted that the Township expended \$15,000 on the current large walk-in refrigerator.
 - Ms. Heffernan said Links intends to remove all kitchen equipment.
 - Mr. Tackel would like to know if the equipment could be reutilized elsewhere in the Township (i.e., perhaps in the new fire house). He asked that Links make a concerted effort to deal with the Township in an equitable way of using the existing equipment.
 - Mr. Feldman requested that staff engage the services of an auction house to evaluate the kitchen equipment, and discuss with the architect of the new fire house whether any of the existing equipment can be utilized therein.

Mr. Derr commented as follows:

- It must be made clear that the improvements will be capital in nature and will not relate to the capital of the golf course itself.
- Links would have to adhere to all permitting and inspection requirements.
- If there is an engineering defect that has been in existence for many years, then the respective attorneys will have to become involved.
- It is his personal opinion that the Township is making this matter very difficult for Links.

Mr. Tackel said:

- The BOC's concern is not with any proposed changes, but that there should not be any costs incurred by the Township.
- Given all of the above restraints, Mr. Tackel felt that this matter should be taken to the BOC as a whole for approval.

Mr. Feldman motioned, with Mr. Derr seconding, to move this matter forward to the BOC for discussion and possible approval.

VOTE ON MOTION ALL YES MOTION CARRIED

ADJOURNMENT:

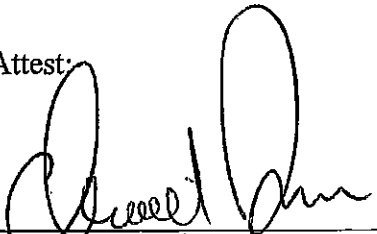
Mr. Derr motioned, with Mr. Feldman seconding, to adjourn the meeting at 7:45 p.m.

VOTE ON MOTION ALL YES MOTION CARRIED

Respectfully submitted,

Louise S. Birett
Louise S. Birett, Recording Secretary

Attest:



Chester Derr, Chairperson

