

On February 9, 2022, the following Motion was unanimously passed by the Leet Township Zoning Hearing Board concerning the Quaker Valley School District's Application for Special Exception:

*(1) The application should be denied with the right of the school district to amend it to include an emergency-only access road located, designed and maintained in accordance with the reasonable, detailed, written recommendations of first-responders who would respond to time-sensitive emergencies at the School.*

*(2) If and only if there is an amendment to the application as just described and at a public hearing ZHB approves that amendment, then on the following express conditions, the application should be granted:*

*A. ALL the recommendations, conditions and safeguard measures recommended at any time in this project, without exception, by QVSD's experts, regardless whether the school district has previously agreed with them are not, will be undertaken and paid by the School District. Any School District claims of redundancy or similar claims shall be resolved by the Township Engineer in writing, with 30 day prior written notice to Objectors, during the development phas*

*B. Leet Township's standard (at a minimum) Developer's Agreement (including reimbursement of all Township related development fees and costs) will be entered into by the Township and the School District.*

*C. All local, county, state and federal ordinances, laws, rules and regulations will be fully complied with by the School District.*

*D. If it is not typically included in the Developer's Agreement or otherwise required by law or ordinance, a full watershed impact study shall be conducted at the School District's expense and the School District shall comply with its recommendations.*

*E. As the School District emphasized the importance of insurance in dealing with risks, the School District's general liability insurance policy for this project will name the downhill property owners as direct additional insureds and the School District will enter into indemnification agreements with them for lost wages, reasonable attorney's fees, and other out-of-pocket costs involved in pursuing insurance claims for any landslides and water runoff or anything else that could be caused by the site work.*

*F. No buildings or improvements other than the school itself, the tennis court(s), parking areas, and the small practice fields(s) are approved. No use is approved—by way of regular permitted use, special exception, variance, accessory use or on any other basis—for anything other than the school itself, tennis courts, parking areas, and small practice fields. The school district may, however, file future applications for one of more*

*of them which will be evaluated at that time. First of all, these other buildings are not regular permitted uses for this zoning district—and no variance application, and no testimony or evidence in support of any variance, has been submitted to us that would allow them to be built there. Second, they are not identified special exceptions in the Ordinance. Third, there was insufficient evidence, if any at all, that they are accessory uses to a large high school, and the application does not identify them as accessory uses. Fourth, the required traffic study did not account for them. Fifth, regardless whether they could be special exceptions or variances, or accessory uses, the School District admits that, at this point, they are only gleams in its eyes. Insufficient information has been provided to us to evaluate their impact on health, safety and welfare. Promises of future conduct cannot be relied upon in a zoning hearing special exception, under what the solicitor tells us is the clear case law. While we agree that details are left to the development phase, the applicant must give us enough evidence to allow us to determine whether the proposed uses would present a significant, abnormal, additional, serious risk to the health, safety and welfare and how that risk could be managed through conditions. The applicant has provided us with no such evidence.*

*G. Except only for small changes typically allowed by the Planning Commission and approved by the Township Commissioners during the development phase, upon 30 days prior written notice to Objectors, the siting, landscaping, visual, lighting and noise buffering and other items set forth in the final plan submitted to us for the school itself, the tennis courts, parking areas and small practice fields shall be implemented as presented.*

*H. Two types of ongoing monitoring—monitoring of serious traffic accidents on Camp Meeting Road and monitoring including the use of inclinometers and monuments to check for earth movement on the site—will be undertaken and paid by the School District for a period of three years after final construction, unless the Township Engineer reasonably recommends a different time. The School District will pay for this monitoring and for complying with all reasonable remedial measures to address the results of the monitoring. We believe such monitoring was either expressly stated or fairly implied by the School District's experts' testimony.*

*(3) A hearing on any amendment will take place here at 7 PM on March 9, 2022. Notice will be posted on the front door and on the Township website. Anyone wishing special notice please notify Betsy [Rengers, Township Manager]. If no amendment is filed, the hearing will be canceled with notice on the website and front door.*

*(4) If the School District does not amend the application to include the emergency-only access road, then the application denial will become final. But if a Court concludes we have gone too far in trying to protect students and faculty in a time-sensitive emergency and re-writes or cancels the emergency-only access road, then we should and would grant the application subject to the same conditions just stated.*