

DATE ADOPTED:

RESOLUTION NO: 2020-

**PARK PLACE PHASE 6
REVISED FINAL LAND DEVELOPMENT APPROVAL
CRANBERRY TOWNSHIP**

A RESOLUTION OF CRANBERRY TOWNSHIP, A SECOND CLASS TOWNSHIP OF THE COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, GRANTING REVISED FINAL LAND DEVELOPMENT APPROVAL WITH CONDITIONS TO PARK PLACE MARKETING, LLC REVISING PHASE 6 IN ACCORDANCE WITH THE PLANS, REPORTS AND STUDIES PREPARED BY SHEFFLER AND COMPANY, INC., TOWNSHIP PR NO. 25641, UNDER APPLICATION ORIGINALLY SUBMITTED FEBRUARY 24, 2020, BEARING VARIOUS PREPARATION AND REVISION DATES.

WHEREAS, Park Place Marketing, LLC of 215 Executive Drive, Cranberry Township, PA 16066 (hereinafter referred to as “Developer”) has proposed to revise Phase 6 of the Park Place development consisting of approximately 8.4 acres to be located along Powell Road, under Chapter 27 of the Township of Cranberry Zoning Ordinance, as amended;

WHEREAS, The plans, reports and studies prepared by Sheffler and Company, Inc., Township PR No. 25641, under application originally submitted February 24, 2020, bearing various preparation and revision dates with the latest revisions as set forth below are hereinafter referred to as the “Development Plans”. References in this document to the approval of the Development Plans or any portion thereof, includes the Plans as most recently amended and all comments outstanding on the Township Development Report. The following documents are the reports and documentation submitted with the application:

a) Revised Final plans date stamp received on February 24, 2020.

WHEREAS, The Developer’s proposal consists of four parcels zoned CCD-2. These parcels will be referred to as the “Development”;

WHEREAS, The Revised Phase 6 Development consists of revising the design of two (2) townhouse lots from nine (9) townhouse units to eight (8) townhouse units. This was necessary to accommodate the existing sanitary sewer lines.

WHEREAS, The Development was granted Revised Preliminary Land Development and Conditional Use approval by the Cranberry Township Board of Supervisors pursuant to Resolution 2015-45 on June 4, 2015, Resolution No. 2019-68 on October 3, 2019, and 2020- on April 2, 2020. All provisions as set forth in

Resolutions 2013-69, 2015-45, 2019-68, and 2020-_____ shall remain in effect and shall apply to this approval;

WHEREAS, Pursuant to Chapter 1, Section 405 of the Township Code of Ordinances, the Township Staff reviewed the application for the Lot Line Revision and recommended that the Board of Supervisors grant Preliminary and Final Subdivision approval; and

WHEREAS, The Board of Supervisors has determined that the proposed development complies with all standards and conditions of Chapter 27 of the Code of the Township of Cranberry and the Pennsylvania Municipalities Planning Code (hereinafter "MPC") except as may otherwise be specifically noted or modified herein, and preserves the community development objectives that are set forth in the Code of the Cranberry Township and the Cranberry Township Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY, THAT PARK PLACE MARKETING, LLC IS GRANTED REVISED FINAL PHASE 6 LAND DEVELOPMENT APPROVAL SUBJECT TO THE FOLLOWING CONDITIONS:

A. General

- A-1.** The Development consists of revising the design of two (2) townhouse lots from nine (9) townhouse units to eight (8) townhouse units.
- A-2.** The Developer shall satisfactorily address all items listed in the Township Development Report dated March 30, 2020, attached hereto as Exhibit "A", prior to recording of Final Plans.
- A-3.** The Developer shall provide documentation, in a form satisfactory to the Township, that Developer has full right, title and interest in all property included as a part of this proposed Development and has obtained appropriate consent and agreement for any and all easements necessary for the Development prior to recording of Final Plans.
- A-4.** The Township may revoke any and all of its permits, refuse to issue additional permits of any kind relating to the Development, and take any and all other legal or equitable remedies open to it should the Developer violate in any way the terms and conditions of this Revised Final Land Development Approval with Conditions, the subsequent Developer's Agreement with the Township, including any addendum thereto, or any other applicable local, state or federal law or regulation.

- A-5.** This Revised Final Land Development Approval with Conditions is granted solely to Developer and is non-transferable and non-assignable to any other party or successor without the express written consent of the Township of Cranberry.
- A-6.** The terms of this Revised Final Land Development Approval with Conditions shall constitute Revised Final Land Development Approval of the Development, as per the provisions of the Code of the Township of Cranberry, the MPC and laws of the Commonwealth of Pennsylvania.
- A-7.** Final Approval for recording purposes is effective on the date the final plat is signed by the Chairman of the Board of Supervisors and the Township Secretary.
- A-8.** Any Developer's Agreement that is signed pursuant to this Revised Final Land Development Approval shall also pertain to any future revised approvals.

B. Stormwater Management

- B-1.** The construction of the Development's proposed stormwater detention facilities shall be approved and inspected by the Township and shall not permit an increase in the flow of stormwater off the property at a rate faster than is presently occurring prior to development.

C. Transportation and Traffic Improvements

- C-1.** The Township's Impact Fee Ordinance and the applicable provisions of the MPC apply to this Development. The Transportation Impact Fee, in conformity with Township Fee Resolution No. 2019-88, in the Western Transportation District is \$1,563.00 per new PM peak hour trip. The Development is eligible for credits towards Impact fees. The credits shall be determined in the Developer's Agreement for these Phases. The Impact Fee shall be paid prior to the issuance of each building permit.

D. Streets/Sidewalks, and Curbs

- D-1.** The streets and alleys shall be paved prior to occupancy of any structure(s) in the Development for each respective phase.
- D-2.** Developer is granted only those points of access to the Development as shown on the Development Plans.
- D-3.** The Developer shall locate six foot (6') wide sidewalks along all streets located within a road right-of-way except where located within a pedestrian easement to accommodate site distance and utility issues as specified on the Development Plans, or as modified herein.

- D-4.** The Developer shall install appropriate signage, as determined by the Township pursuant to PennDOT standards, as required to control traffic access for both entering and exiting the Development.
- D-5.** Sidewalks shall be owned and maintained (including repair, reconstruction, replacement and winter maintenance/snow removal) by the property owner or Developer.
- D-6.** Concrete six inch (6") vertical curbs shall be constructed within all off-street parking areas as detailed on the land development plans. Concrete curbing shall be constructed in accordance with the Township's Public and Private Improvements Code.
- D-7.** Developer shall install context sensitive crosswalks throughout the Development, in the locations identified on the Development Plans, constructed of stamped concrete or an approved alternate, with integral coloring, as specified on the Development Plans, in accordance with the Township's Public and Private Improvements Code or as approved by the Township Engineer.
- D-8.** Developer shall construct internal sidewalks at the locations specified in the Development Plans and as set forth in the detail provided in the Development Plans. All sidewalks shall be constructed in accordance with the Township Public and Private Improvements Code.

E. Landscaping/Recreation

- E-1.** Landscaping for all parks, pervious areas, off street parking areas and the detention basin perimeter is described in the Development Plans.
- E-2.** Landscaping for the pervious areas will be preserved, maintained and replaced in kind by the property owner or Developer, in the event of removal, destruction or death as provided for in the restrictive covenants.
- E-3.** The Developer proposes street shade trees along all streets within the Development, the size and type of which are specified in the Development Plans.

F. Utilities

- F-1.** All proposed utilities, cable, telecommunication facilities and associated equipment thereto and other such facilities to be constructed in the Development shall be located underground.
- F-2.** Developer shall provide utilities as generally set forth in the Development Plans.

- F-3.** The Development shall be part of the Township's public water system and shall also be connected into the Cranberry Township public sewage system. No building permits for the Development shall be issued until the public sewer system, constructed in accordance with the Cranberry Township Act 537, is bonded and constructed in a manner satisfactory to the Township. Prior to recording of Final Plans for the development, the Developer shall receive approval of its Sewage Facilities Planning Module or DEP planning exemption and all other applicable permits from Cranberry Township, the Pennsylvania Department of Environmental Protection (DEP), and/or any other applicable municipal, state, or federal agency. The Developer shall provide any necessary easements or rights-of-way across its property required to permit future connections to the sewer system by property owners in adjacent areas of the Township. The Developer shall comply with all conditions, requirements, rules and regulations of the Township (including, but not limited to, any conditions attached to the Development's Sewage Facilities Planning Module), DEP and/or any other appropriate regulatory agency in the construction of the sewage system.
- F-4.** The Developer shall provide, at the Township's request and as the Township deems necessary, any requested utility accesses through the grant of utility easements to the public sewer system and water lines which will be installed within the Development. These easements shall be provided to or from properties in the geographic area of the Development that can be connected to the lines serving the Development without creating an overcapacity situation. These utility easements shall include, but not be limited to, easements as the Township deems necessary to permit any other properties in the geographic area of the Development to have access to public water and the public sewer system as determined by the Township in its sole discretion.
- F-5.** The Developer shall acquire all necessary easements to permit connection to the public sewer system and public water system for the Development prior to Final Plan recording. In the event the Township, in its sole discretion, finds it is necessary to acquire property through eminent domain for the public sewer or public water system, then the Developer shall completely indemnify the Township and the Developer shall pay all costs associated with this action. Nothing contained herein shall require the Township to exercise its rights of eminent domain.

G. Parking

- G-1.** Accessible parking spaces at the Community Center shall be located, designated and constructed as demonstrated on the Development plans and in accordance with ICC/ANSI A117.1 of 2003.

H. Lighting

- H-1.** Developer shall install light fixtures in accordance with the Development Plans, in conformance with the applicable zoning requirements.

I. Solid Waste Collection

- I-1.** Trash and recyclable collection for any units with alleys shall be from the alley side of home.

J. Signage

- J-1.** All signs must be approved through the Township Sign permitting process, in accordance with the Township sign ordinance.

K. Administration

- K-1.** All conditions of the MPC, all ordinances of the Township and laws of the Commonwealth of PA shall consistently be complied with during the Development process, with the Developer assuring that any builders within the Development shall also comply with all conditions and ordinances.
- K-2.** The Developer shall sign a Developer's Agreement with the Township in form and substance agreeable to the Township, prior to the issuance of any grading, building, or other types of permits for the Development.
- K-3.** The Development shall pay recreation fees in the amount of \$1,022.00 per unit. The Developer is eligible for recreation fee credits. The credits shall be determined in the Developer's Agreement. All fees shall be paid prior to building permit issuance.
- K-4.** The Developer is responsible for addressing any mail delivery issues pursuant to any changes in mail delivery that the U.S. Postal Service may require. The Developer may be required to provide Cluster Box Units that are in compliance with the CCD Code requirements that will not cause safety, access or mail delivery issues. The Developer and subsequently the Homeowner's Association shall be responsible for any CBU maintenance.

L. Construction

- L-1.** During construction, the Developer, its contractors, sub-contractors and builders shall keep public roads, private drives and highways surrounding the property, which are used by vehicles entering and leaving the construction site, in good

repair, clean and free of mud, dirt, dust and debris, and maintain existing drainage patterns on all roadways. Further, the Developer shall employ appropriate dust control measures at all times to ensure dust will not create a nuisance to adjacent properties. The Developer shall be required to provide a water truck (or other such measures) as a means to control such dust from the site. The Developer shall ensure the area is kept in a reasonably dust free condition. Upon notice from the Township, the Developer shall undertake all necessary corrective action to remedy an unacceptable condition within 24 hours.

- L-2.** During site preparation and construction, the Developer, its contractors, subcontractors and builders will limit their hours of operation at the site to 7:00 a.m. to 9:00 p.m., and no construction shall take place on Sundays.
- L-3.** The Developer shall comply and shall ensure compliance by all its contractors, subcontractors, and grantees with any and all restrictions of construction vehicles from Township roads or portions thereof. The Developer shall be responsible to repair or reimburse the Township for any and all damages to Township roads or other property caused, directly or indirectly, by any construction activities related to the Development. All such repairs to Township roads shall be done to the Township specifications in effect at the time such repairs are done. The Township reserves the right to require, as it deems necessary in its sole discretion, the Developer to post appropriate bonds to protect Township roads from potential damage during construction of the Development.
- L-4.** The Developer shall comply with any restrictions regarding vehicular access to the Development by construction vehicles from certain public roads or portions thereof, as the Township or the PennDOT shall require or mandate.
- L-5.** Should the Township feel it is necessary during the construction of public improvements or improvements to be dedicated for public use, the Developer shall underwrite the cost of a geotechnical engineer to be available to inspect construction. In such event, a geotechnical engineer's seal shall be on the final plans for any phase of the Development indicating that the geotechnical engineer has reviewed and approved the construction.
- L-6.** The Developer shall undertake no blasting operations in connection with the Development without written notice to the Township of Cranberry seven days prior to blasting, including a blasting plan, as may be required by the Township Engineer. Additionally, the Developer shall provide notice to the Township Engineer twenty-four hours in advance of each individual blast. The Developer shall provide the Township with contact information of the individual point of contact responsible for answering resident questions related to the blasting. The

Developer shall provide advance written notification to residents as required by the DEP permitting process, and to any additional residents as may be required by the Township Engineer. No blasting shall occur without the prior, written approval and receipt of all applicable permits from the DEP.

RESOLVED AND ENACTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY AT THE PUBLIC MEETING OF APRIL 2, 2020.

ATTEST:

TOWNSHIP OF CRANBERRY

Jerry A. Andree
Township Manager/Secretary

By: _____
Richard M. Hadley, Chairman
Board of Supervisors

I, Jerry Andree, as Secretary for the Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, certify that this document constitutes an official communication by the Cranberry Township Supervisors and accurately reflects their decision on the above-captioned matter which was voted on at a public meeting held on April 2, 2020.

Jerry A. Andree, Secretary
Cranberry Township

ACCEPTANCE BY DEVELOPER OF THE REVISED FINAL APPROVAL
WITH CONDITIONS BY THE TOWNSHIP OF CRANBERRY
FOR THE PARK PLACE REVISED PHASE 6 DEVELOPMENT

Park Place Marketing, LLC, Developer of Revised Phase 6 in the Township of Cranberry
acknowledges receipt of the foregoing Revised Final Approval with Conditions and accepts all
conditions contained herein on this _____ day of _____, 2020.

ATTEST:

Corporate Secretary witness

By: _____
(Sign here)

(Print name here)

(Developer name)

Title: _____