

ATE ADOPTED:

RESOLUTION NO: 2021-

**BRANDT DRIVE PRD
REVISED FINAL PLANNED RESIDENTIAL DEVELOPMENT
CRANBERRY TOWNSHIP**

A RESOLUTION OF CRANBERRY TOWNSHIP, A SECOND CLASS TOWNSHIP OF THE COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA GRANTING REVISED FINAL PLANNED RESIDENTIAL DEVELOPMENT APPROVAL FOR THE BRANDT DRIVE PLANNED RESIDENTIAL DEVELOPMENT, TOWNSHIP PR# PRD-21-2 IN ACCORDANCE WITH THE PLANS, REPORTS AND STUDIES SUBMITTED ON JUNE 9, 2021, WITH VARIOUS PREPARATION AND REVISION DATES.

- WHEREAS,** RPG Cranberry, LLC c/o Radnor Property Group LLC of 100 East Lancaster Avenue, Suite 300, Wayne, PA 19087, hereinafter referred to as “Developer”, applied for Revised Final Planned Residential Development Approval in the PRD zoning district;
- WHEREAS,** This Development consists of approximately 13.95 acres located along Brandt Drive and includes a total of six (6) buildings with 264 apartment units and a Community Center, swimming pool, hereinafter referred to the Development”;
- WHEREAS,** Plans, reports and studies prepared by Herbert, Rowland & Grubic, Inc. were submitted under application dated June 9, 2021, Township PR #PRD-21-2, and as amended pursuant to this Revised Final Approval with Conditions, hereinafter referred to as the “Development Plans”;
- WHEREAS,** Pursuant to Chapter 1, Section 405 of the Township Code of Ordinances, the Township Staff reviewed the application for the Revised Final PRD approval and recommended that the Board of Supervisors grant Revised Final PRD approval; and
- WHEREAS,** The Board of Supervisors determined that the application for Revised Final Planned Residential Development Approval complies with the zoning, subdivision, and land development requirements; and
- WHEREAS,** The Township has a vested interest in the sustainability of the planned community, which is inextricably related to fiscally responsible ownership and maintenance of all common elements, common facilities, controlled facilities, limited common element, limited common facilities, limited

controlled facilities, including parks, parklets, open space, green space, shared drives, private alleys, clubhouses, pools, . . . (hereinafter collectively referred to “Site Amenities” or individual as “Site Amenity”)

WHEREAS, Revised 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.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CRANBERRY TOWNSHIP, that the Brandt Drive PRD Revised Final Planned Residential Development Approval is granted subject to the following conditions:

A. General.

- A-1.** The Revised Tentative Approval granted by the Township Board of Supervisors on June 24, 2021 for the Brandt Drive Apartments Development per Cranberry Township Resolution No. 2021-_____, governs the entire development and future administration of the entire development and contains certain outstanding conditions and requirements applicable to this Revised Final Approval for the Development and therefore is incorporated herein by reference.
- A-2.** The Developer shall comply with all documents governing the approval, construction, and operation of this plan, including but not limited to the Revised Tentative Approval Resolution No. 2021-_____ dated June 24, 2021, all documents referenced in the Revised Tentative Approval, the Township Development Report dated June 24, 2021 (attached hereto as EXHIBIT “1”), all applicable provisions of the Township Code, and the laws of the Commonwealth of Pennsylvania.
- A-3.** The Developer shall submit to the Township a complete set of “As Per Resolution” plans that address items listed in Revised Tentative Approval Resolution No. 2021-_____ and otherwise comply with all conditions of said Resolution, prior to recording Final Plan.
- A-4.** The Developer shall satisfactorily address all items listed in the Township Development Report dated June 24, 2021, attached hereto as Exhibit “2”, prior to recording of Final Plan.
- A-5.** 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 prior to recording Final Plans.

- A-6.** The Developer shall provide documentation, in a form satisfactory to the Township, evidencing that the Developer has full right, title and interest in all property included in the Development and has obtained appropriate consent and agreement for any and all easements necessary for the Development from such property owners prior to recording of Final Plans.
- A-7.** Any parcels of ground that shall be offered for dedication to the Township, including easements for access to stormwater detention facilities or for public rights-of-way, may be accepted by the Township only upon and subject to compliance by the Developer with all provisions of this Final Approval with Conditions. All such parcels offered for dedication shall be cleared of any debris, felled trees, and any other material caused by the Development prior to acceptance by the Township.
- A-8.** The Township may revoke any and all of its permits, refuse to issue additional permits of any kind, 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 Approval with Conditions, the subsequent Developer's Agreement with the Township, or any addenda thereto, or any other applicable local, state, or federal law or regulation.
- A-9.** This Revised Final Approval with Conditions is granted solely to the Developer and is non-transferrable and non-assignable to any other party or successor without the express written consent of the Township of Cranberry.
- A-10.** The terms of this Revised Final Approval with Conditions shall constitute Revised Final Approval of the Brand Drive Apartments Development, as per the provisions of the Code of the Township of Cranberry, the Pennsylvania Municipalities Planning Code (hereinafter "MPC") and the law of the Commonwealth of Pennsylvania.

B. Stormwater Management

- B-1.** The Developer shall obtain an NPDES permit prior to recording of Final Plans or the issuance of any grading or building permits.
- B-2.** The Developer shall obtain written approval of the Erosion and Sedimentation plan from the Butler County Conservation District accompanied by the approved plans and narrative, which must be provided to Cranberry Township prior to

recording of Final Plans or issuance of the grading permit.

- B-3.** The construction of the 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.
- B-4.** The Developer shall enter into an Operation and Maintenance Agreement with the Township that will address stormwater maintenance and access matters. The agreement shall be recorded prior to the recording of the Development plan.

C. Transportation and Traffic Improvements

- C-1.** The Developer proposes the construction of certain traffic improvements. Details of the Traffic Improvements are set forth in the Development Plans. The Improvements, including all associated signal construction and/or road modification, are proposed as follows:

Traffic Improvements
1. Design a Mini-Roundabout for the intersection of Brandt Drive at Executive Drive/Thomson Park Drive
2. Provide a \$40,000.00 contribution towards future road improvements
3. Design and construct Brandt Drive from the Roundabout to a terminus on Brandt Drive as specified in the plans

- C-2.** The Developer shall provide the \$40,000.00 contribution toward road improvements prior to the recording of the Final plan.
- C-3.** The Developer shall provide detailed engineering design and required specifications for all Traffic Improvements.
- C-4.** All Brandt Drive traffic Improvements shall be constructed prior to issuance of an occupancy permit for any unit.
- C-5.** The Developer shall provide financial security for all Brandt Drive Traffic Improvements in a form and amount sufficient to the Township, prior to recording of Final Plans.

- C-6.** The Developer shall secure all applicable permits necessary for the construction of Traffic Improvements and shall comply with the requirements of PennDOT.
- C-7.** The Township’s Transportation Impact Fee Ordinance and the applicable provisions of the MPC apply to the Development. Accordingly, the Developer shall pay for the 164 new PM peak hour trip associated with the development. The Impact Fee per unit, as more fully described below, shall be paid prior to issuance of a building permit for each building.

Dwelling Unit/Use Type	Building 1	Building 2	Building 3	Building 4	Building 5	Building 6	Total Units
Multi-Family Units	44	36	44	52	36	52	264
Trips Generated	27	23	27	32	23	32	164
Trans Impact Fees due at building permit issuance	\$42,201.00	\$35,949.00	\$42,201.00	\$50,016.00	\$35,949.00	\$50,016.00	\$256,332.00

- C-8.** Township Transportation Impact Fee credits are available for the construction of certain Traffic Improvements constructed by the Developer. The estimated maximum credit amount available is \$399,793.00 based upon an anticipated total construction cost of \$799,585.00 as described in the Township’s Transportation Capital Improvements Program (TCIP). The actual credit amount will be determined at time of final design of the Traffic Improvements, the cost estimates for which shall be approved by the Township Engineer. The credit will not include soft costs such as design, engineering, attorney fees, or other similar costs. A portion or all of the following Traffic Improvement projects are creditable as follows:

Impact Fee Creditable Traffic Improvement Projects:	Total Construction Cost (TCIP cost)	Maximum Credit
1. Construct a two-lane Brandt Drive	\$799,585.00	\$399,793.00

- C-9.** No Transportation Impact Fee credits will be available to the Developer until such time that the Off-Site Improvements from which the credits arise are bonded as more fully described herein.

- C-10.** Any available Transportation Impact Fee credits for Traffic Improvements

constructed by the Developer will be credited against the total of the Transportation Impact fees due and owing for the entire Brandt Drive PRD Development at the time such credit arises.

- C-11.** The recalculated Impact Fee per dwelling unit based on available credits against the Impact Fees due and owing will be determined prior to the Developer's signing of the Developer's Agreement or any addendum thereto.
- C-12.** The Developer shall provide written notification of the expected completion of Brandt Drive to the Township Engineer 6 months in advance. This required notice will allow the Township to coordinate the construction of the Mini-Roundabout with the opening of Brandt Drive.
- C-13.** The Developer has agreed to be responsible for all maintenance of the portion of sidewalk and bike trail on the n/f Costco property on the northern side of Brandt Drive where it meets Thomson Park Drive.
- C-14.** The Developer or property owner shall be responsible for all maintenance of the sidewalks and bike trails as shown in the approved plans. The Developer shall be responsible for maintaining the existing sidewalk on Thomson Park Drive along the Development's site frontage.

D. Streets/Sidewalks and Curbs

- D-1** Prior to the issuance of an occupancy permit for any dwelling within the Development, all streets and driveway areas shall be paved.
- D-2.** The internal streets, as shown on the Development Plans, shall be owned, and maintained by the Developer or property owner.
- D-3.** All traffic regulatory and warning signs for the streets within the Development shall be installed by the Developer to the Township's and PennDOT's specifications prior to occupancy of any dwelling units.
- D-4.** Acceptable street signs, as approved by the Township, will be installed by the Developer prior to any building permit issuance. Street signs shall be subject to an agreement between the Township and Developer, approved by the Township, addressing objects in the Right-of-Way, which at a minimum shall include indemnification to the Township and arrangements for replacement, maintenance, and operation of the street signs to be entered into no later than the date of recording of Final Plans.

- D-5.** All streets and driveway areas shown on the Development Plans shall be constructed in a way that facilitates garbage removal.
- D-6.** All streets and driveway areas within the Development site shall be owned and maintained (including repair, reconstruction, replacement, and winter maintenance/snow removal) by the Developer or property owner. A perpetual public access easement shall be provided to permit access over and across the all-driveway areas for emergency service vehicles, mail delivery, utilities, and the like.
- D-7.** The Developer shall locate the sidewalk along Brandt Drive within a pedestrian easement to accommodate site distance and utility issues, otherwise all sidewalks shall be located in a public Right-Of-Way.
- D-8.** Sidewalks shall be owned and maintained (including repair, reconstruction, replacement, and winter maintenance/snow removal) by the Developer or property owner.
- D-9.** Concrete six inch (6") vertical curbs are required in all streets throughout the plan and within all off-street parking areas. Concrete shall be constructed in accordance with the Township's Public and Private Improvements Code.
- D-10.** The Developer shall be solely responsible for providing snow and ice control on all streets within the Development whenever a building thereon is occupied.
- D-11.** Developer shall install context sensitive crosswalks throughout the Development, in the locations identified on the Development Plans, constructed of heavy duty thermoplastic 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-12.** Developer shall construct Brandt Drive, Community Center, protected bike lane, sidewalk on Brandt Drive and Pedestrian Pocket prior to the occupancy of any unit. The Developer may receive an approved delay in these items due to weather related issues that may delay completion.
- D-13.** The Developer shall construct all buildings according to the approved architectural renderings and Pattern Book.

E. Recreation and Open Space

- E-1.** Parks and Pedestrian Pockets shall be constructed in accordance with the

Development Plans and Pattern Book.

- E-2.** The Developer shall provide a perpetual public access easement over and across parks in form and substance acceptable to the Township.
- E-3.** The parks shall be maintained by the Developer or property owner.
- E-4.** The Township’s Recreation Fee Ordinance applies to the Development and Developer shall pay a recreation fee for each residential dwelling unit in the amount of \$1,022.00 per dwelling unit, totaling \$282,072.00 for the 264 units as listed below;

Dwelling Unit/Use Type	Building 1	Building 2	Building 3	Building 4	Building 5	Building 6	Total Units
Multi-Family Units	44	36	44	52	36	52	264
Total Rec Fees due at building permit issuance	\$44,968.00	\$36,792.00	\$44,968.00	\$53,144.00	\$36,792.00	\$53,144.00	\$269,808.00

- E-5.** The Developer shall obtain permits for the construction of the retaining walls on the Development site. All retaining walls shall be constructed according to the approved plans and Pattern Book.
- E-6.** The Developer agrees to construct the proposed trail in accordance with the approved plans and Pattern Book. The trail and benches shall be constructed prior to the occupancy of any unit, weather permitting.
- E-7.** The Developer agrees to construct the Community Center and pool according to the approved plans and Pattern Book and prior to occupancy of any unit, weather permitting.

F. Landscaping

- F-1.** Landscaping shall be installed in accordance with the Pattern Book and approved plan, as amended pursuant to this Final Approval with Conditions.
- F-2.** Landscaping for the common areas, including but not limited to passive common open space, parking areas, and detention basin perimeters shall be maintained

and replaced in kind by the Developer or property owner in the event of removal, destruction, or death.

- F-3.** All areas cleared of vegetation, other than those areas for public and private improvements, shall be re-vegetated by the Developer. The details of re-vegetation shall be shown on the grading and/or landscaping plans and approved by the Township. The Developer shall re-vegetate all graded and disturbed areas and slopes and shall provide all landscaping as depicted on the Development Plans. The Developer shall not remove any vegetation from areas designated as "areas to remain undisturbed" except as identified on the Development Plans.
- F-4.** The Developer or property owner shall be responsible for the maintenance and replacement of street trees along all streets. Street trees shall be replaced in-kind, in the event of removal, destruction or death.

G. Utilities

- G-1.** All proposed utilities, cable, telecommunication facilities and associated equipment thereto and other such facilities to be constructed shall be located underground.
- G-2.** The Developer shall provide utilities as set forth in the approved Development Plans.
- G-3.** All dwelling units 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 shall be issued until the public sewer system, constructed in accordance with the Cranberry Township Act 537 Plan to serve such residences is bonded and constructed in a manner satisfactory to the Township. Prior to recording of Final Plans, 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.
- G-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 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.

- G-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 recording of Final Plans. In the event the Township, in its sole discretion, finds it necessary to acquire property through the exercise of Eminent Domain for the public sewer or public water system, the Developer shall indemnify, defend, and hold harmless the Township for any and all liability arising from the exercise of Eminent Domain, including but not limited to any costs, fees, settlements, verdicts, judgments and attorney's fees. Nothing contained herein shall require the Township to exercise its rights of Eminent Domain.

H. Parking

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

I. Lighting

- I-1.** Street lighting shall be subject to an agreement between the Township and the Developer, approved by the Township, addressing objects in the Right-Of-Way, which at a minimum will include indemnification to the Township and arrangements for replacement, maintenance, and operation of the light standards, which shall be the responsibility of the Developer or property owner.
- I-2.** Streetlights along Brandt Drive shall be installed according to the approved plans and Pattern Book. All street lighting shall be installed using context sensitive design that specifically meet the Township lighting requirements for LED lights and shall be installed prior to occupancy of any units. All exposed concrete foundations shall be colored integrally with color RAL 3005.

J. Municipal Solid Waste Collection

- J-1.** Solid waste enclosures for all buildings shall be provided in accordance with Township ordinances and the approved plans.
- J-2.** The Developer or property owner is responsible for the placement of waste receptacles and removal of trash in public and common areas including parks.

K. Mail Delivery

- K-1.** The United States Postal Service regulates the collection and delivery of mail. Developer shall comply with the requirements of the U.S. Postal Service and shall provide for mail service in common areas according to U.S. Postal Service regulations and procedures.

L. Signage

- L-1.** Signage shall follow the type and construction set forth in the signage system illustrated by the Pattern Book and according to the Zoning Ordinance.
- L-2.** All signs must be approved through the Township Sign Ordinance permitting process.
- L-3.** All signs outside of the right-of-way, including those that identify common areas and amenities shall be limited to the number and area of such signage demonstrated on the Development Plans, at the sole discretion of the Township.
- L-4.** Signs in the right-of-way shall be maintained and replaced by the Developer or property owner.

M. Administration

- M-1.** The Developer shall enter into a Developer's Agreement with the Township, in form and substance agreeable to the Township, prior to recording of Final Plans.
- M-2.** The Developer shall submit financial security acceptable to the Township for the construction of all public and private improvements associated with the Development, in an amount set by the Township.
- M-3.** The Developer shall enter into an Objects in the Right-Of-Way Agreement, with the Township, in form and substance acceptable to the Township, which at a minimum shall provide for the maintenance, repair, replacement of streetlights, street trees and signs, and shall provide for indemnification, insurance, permits, assessment of costs, and work within the Right-Of-Way.
- M-4.** The Pattern Book, as revised pursuant to the Tentative Approval and this Final Approval shall apply to future administration of the Final Plan as the Pattern Book serves as the zoning administration and sets forth regulations governing future zoning administration.

- M-5.** All conditions of the MPC, this Final Approval with Conditions, all Ordinances of the Township and laws of the Commonwealth of PA shall consistently be complied with during the Development of the Brandt Drive PRD, with the Developer assuring that all builders within the Development shall also comply with all conditions and ordinances.
- M-6.** The Developer shall sign a Developer's Agreement with the Township in form and substance agreeable to the Township, which shall incorporate, among other items, the provisions of the Tentative Approval with Conditions for the Brandt Drive PRD Development, prior to the issuance of any grading, building, or other types of permits.

N. Construction

- N-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.
- N-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., Monday through Saturday, with no activity on Sunday.
- N-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.

- N-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 PennDOT shall require or mandate.
- N-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 indicating that the geotechnical engineer has reviewed and approved the construction.
- N-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 this 24th day of June 2021 by the Board of Supervisors of Cranberry Township.

ATTEST:

TOWNSHIP OF CRANBERRY

Daniel D. Santoro
Township Manager/Secretary

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