

DATE ADOPTED:

RESOLUTION NO: 2021-

**BRANDT DRIVE APARTMENTS**  
**REVISED TENTATIVE PLANNED RESIDENTIAL DEVELOPMENT APPROVAL**  
**CRANBERRY TOWNSHIP, PENNSYLVANIA**

A RESOLUTION OF CRANBERRY TOWNSHIP, A SECOND CLASS TOWNSHIP OF THE COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, GRANTING REVISED TENTATIVE PLANNED RESIDENTIAL DEVELOPMENT (PRD) APPROVAL WITH CONDITIONS TO RPG CRANBERRY, LLC FOR THE DEVELOPMENT OF THE BRANDT DRIVE APARTMENTS PRD IN ACCORDANCE WITH THE PLANS, REPORTS AND STUDIES PREPARED BY HRG, TOWNSHIP PR NO. PRD-21-1, UNDER APPLICATION ORIGINALLY SUBMITTED JUNE 8, 2021, BEARING VARIOUS PREPARATION AND REVISION DATES AND AS AMENDED AND AGREED AT THE PUBLIC HEARING HELD ON JUNE 24, 2021.

**FINDINGS OF FACT**

THE CRANBERRY TOWNSHIP BOARD OF SUPERVISORS HEREBY MAKES THE FOLLOWING FINDINGS OF FACT:

**A. GENERAL**

- A-1 RPG Cranberry, LLC c/o Radnor Property Group LLC of 100 East Lancaster Avenue, Suite 300, Wayne, PA 19087 (hereinafter referred to as "Developer") has proposed development of approximately 13.95 acres located along Brandt Drive under Chapter 27, Part 9 of the Township of Cranberry Zoning Ordinance as amended, Planned Residential Development.
- A-2 The plans, reports and studies prepared by HRG, Township PR No. PRD-21-1, under application originally submitted on June 8, 2021 bearing various preparation and revision dates with the latest revisions as set forth below, and as amended and agreed at the Public Hearing held on June 24, 2021, are hereinafter referred to as the "Development Plans". Reference 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.
1. Revised Tentative PRD application date stamp received on June 8, 2021.

2. Revised Tentative PRD Plans date stamp received on June 8, 2021.
  3. Environmental Impact Assessment that includes the “Project Background” prepared by Herbert, Rowland & Grubic, Inc. date stamp received on June 11, 2021.
  4. Post Construction Stormwater Management Report dated April 7, 2017 prepared by Herbert, Rowland & Grubic, Inc. received on June 11, 2021.
  5. Proposed Trip Generation and Traffic Analysis dated June 11, 2021 prepared by Herbert, Rowland & Grubic, Inc. received on June 11, 2021.
  6. Justification letter for Modifications and Waivers dated January 26, 2017 prepared by Herbert, Rowland & Grubic, Inc. received on January 26, 2017.
  7. Revised Tentative Pattern Book date stamp received on June 7, 2021.
- A-3 The Development consists of one (1) parcel zoned PRD.
- A-4 The parcels total approximately 13.95 acres will be referred to as the “Development”.
- A-5 The Development includes 264 Multiple Family Dwelling Units in six (6) buildings, plus a community center and swimming pool proposed in one (1) phase.
- A-6 Pursuant to Chapter 1, Section 405 of the Township Code of Ordinances, the Township Staff reviewed the application for the Revised Preliminary PRD approval and recommended that the Board of Supervisors grant Revised Preliminary PRD approval; and
- A-7 The Board of Supervisors held a Public Hearing on June 24, 2021, which was properly advertised and posted pursuant to public notice requirements of the MPC.
- A-8 The proposal for the Revised Tentative PRD Approval for the Development complies with all standards and conditions of Chapter 27 of the Code of the Township of Cranberry and the MPC, and conditions set forth in this Revised Tentative Approval, 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.

- A-9 The purpose of this revised Tentative PRD approval is to reduce the proposed building sizes in order to minimize the grading and retaining walls for the site. The result is a reduction in the number of units from 276 to 264 units.
- A-10 The proposed Development promotes, protects, and facilitates the public health, safety and general welfare through quality residential development that is environmentally sound. It proposes practical community development, a density of 19 dwelling units per acre maximum, which is consistent with the Townships ordinances, and makes provision for adequate light, air, traffic circulation, water, and sewage. All residences are to be serviced by public water. The Development shall be serviced with a public sewage system in accordance with the Cranberry Township Act 537 Plan. The Development provides approximately 13.95 acres of open space and such is adequate in both amount and purpose as related to the proposed Development. The amenities that the Developer will provide, including the common open space area, community centers, public water, storm water and sewage system will benefit all residents of this area of the Township.
- A-11 The proposed Development has a beneficial relationship to the neighborhood in which it is proposed to be established and it is consistent with the character of the neighborhood and adjacent properties and provides for infrastructure, amenities and open space in accordance with the nature of the surrounding properties.
- A-12 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")

## **B. STORMWATER MANAGEMENT**

- B-1 The proposed stormwater detention facilities assist in the development, maintenance, and administration of the Township's comprehensive program for stormwater management. The design standards for stormwater management in this particular instance are such that the Development will not increase the flow of storm water off the property at a higher rate than is presently occurring before development.
- B-2 Stormwater detention facilities within the Development include a total of one stormwater detention basin and two underground detention tanks.

- B-3 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 Township's Transportation Impact Fee Ordinance and the applicable provisions of the MPC apply to this Development. The Township Transportation Impact Fee, in conformity with Township Fee Resolution No. 2021-25, in the western district is \$1,563.00 per new PM peak hour trip. The estimated impact fee is \$256,332.00, based on the 10<sup>th</sup> Edition of the ITE Trip Generation Manual. The actual impact fee amount will be calculated at the time of Final Approval for the Development.

<b>Dwelling Unit/Use Type</b>	<b>Building 1</b>	<b>Building 2</b>	<b>Building 3</b>	<b>Building 4</b>	<b>Building 5</b>	<b>Building 6</b>	<b>Total Units</b>
Multi-Family Units	44	36	44	52	36	52	264
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-2 The Developer proposes to complete the design and construction of certain Traffic Improvements. Preliminary Details of the Traffic Improvements are set forth in the Development Plans. The Improvements, including all associated signal construction and/or signal modification, are as follows:
- i) Design a Mini-Roundabout for the intersection of Executive Drive, Thomson Park Drive and Brandt Drive.
  - ii) Provide a \$40,000.00 contribution toward future road improvements.
  - iii) Design and construct Brandt Drive from the Round-about to a terminus on Brandt Drive as specified in the plans.
- C-3 Certain portions of the Traffic Improvements may be subject to an Impact Fee Credit, in accordance with the MPC and the Township Transportation Impact Fee Ordinance.

### **D. STREETS/SIDEWALKS AND CURBS**

- D-1 Stop sign control devices are proposed to be located at intersections as demonstrated on the Development Plans.

- D-2 The physical design of the streets as demonstrated in the Development Plans and considering any relevant engineering comments is adequate to support traffic which will be generated by the Development.
- D-3 Brandt Drive is proposed to be a Township owned and maintained road. The Development proposes two full-movement accesses to Brandt Drive.
- D-4 Driveway access to Brandt Drive is from the proposed internal street system and no direct driveway or additional street access, other than those points shown on the Development Plans, to Brandt Drive, shall be permitted.
- D-5 Appropriate signage, as determined by the Township pursuant to PennDOT standards, is required to control traffic access for both entering and exiting the Development.
- D-6 The Developer agrees that sidewalks that are adjacent to open space areas will be owned and maintained (including repair, reconstruction, and replacement and winter maintenance/snow removal) by the Developer or Property Owner for the Development.
- D-7 The Developer agrees to construct internal sidewalks at the locations specified in the Development Plans and as set forth in the detail provided in the Development Plans. Developer proposes to construct all sidewalks and trails in accordance with the Township Public and Private Improvements Code.

**E. RECREATION/OPEN SPACE**

- E-1 The Development provides one Community Center, 8.43 (61%) acres of Open Space, with .01 acres of pocket parks, 7.56 acres of passive green space, and .87 acres of active green space, which will be constructed by the Developer pursuant to the Development Plans.
- E-2 The Developer will provide a perpetual public access easement over and across any parks.
- E-3 Cranberry Township's Ordinance requiring payment of Recreation Fees in-lieu-of dedication of land for recreational purposes is applicable to this Development. Such fees shall be paid to the Township for each residential unit in the amount of \$1,022.00 per dwelling unit, totaling \$269,808.00 for the 264 units within the Development.

<b>Dwelling Unit/Use Type</b>	<b>Building 1</b>	<b>Building 2</b>	<b>Building 3</b>	<b>Building 4</b>	<b>Building 5</b>	<b>Building 6</b>	<b>Total Units</b>
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

#### **F. LANDSCAPING**

- F-1 Landscaping required for the development is described in the Development Plans and Pattern Book, as amended at the time of submission of Final Plans.
- F-2 Landscaping for the common areas, including passive common open space and detention basin perimeters is described in the Development Plans and Pattern Book.
- F-3 Landscaping for the common areas will be preserved, maintained and replaced in kind by the Developer or Property Owner, in the event of removal, destruction or death.
- F-4 The Developer proposes street shade trees along both sides of all streets within the Development and along Brandt Drive as they abut the Development, the size and type of which are specified in the Development Plans.

#### **G. UTILITIES**

- G-1 Developer has provided a general overall utility plan with the Development Plans.
- G-2 Developer will provide detailed engineering specifications for utilities at the time of its submission for Final Plan Approval for the Development.

#### **H. LIGHTING**

- H-1 Street lighting is proposed to be installed by the Developer within the Development and on the north side of Brandt Drive.
- H-2 Street lighting along Brandt Drive will be subject to an agreement approved by the Township between the Township and the Developer, addressing objects in

the right of way, which at a minimum will include indemnification to the Township and replacement, maintenance, and operation of the light standards necessary to ensure adequate parking for the uses proposed.

**I. MUNICIPAL SOLID WASTE COLLECTION**

- I-1 Trash collection will be the responsibility of the Developer/Property Owner. Trash enclosures for the apartments will be provided in accordance with Township Ordinances and as shown on Final PRD Plans.
- I-2 The Developer or Property Owner is responsible for the placement of appropriate trash receptacles and removal of trash in public and common areas including the parks.

**J. MAIL DELIVERY**

- J-1 The U.S. Postal Service regulates the pick-up and delivery of mail and the Developer shall ensure the design and coordination of mail pickup and delivery pursuant to postal service regulations and operating procedures.
- J-2 The Development is required by the USPS to provide a cluster box for mail delivery. The cluster box and all associated amenities shall be constructed per the approved plans and prior to occupancy of any home.

**K. SIGNAGE**

- K-1 Signs in the right-of-way will be addressed by agreement entered into between the Developer and the Township. Maintenance and replacement of these signs will be the responsibility of the Developer or Property Owner.
- K-2 Signs outside of the right-of-way are unique to the Development and will be regulated in terms of area permitted by reference to the Final Plan Approval for the development, at the sole discretion of the Township, and subject to conditions contained therein. The Developer or Property Owner will be responsible for obtaining sign permits, repairing damage and replacing signs in accordance with the permit.

**L. ADMINISTRATION**

- L-1 The Developer or Property Owner is responsible for the management, maintenance, repair and replacement of all required landscaping, common amenities, parks, signs in and outside of the right of way, (with the exception of building tenant identification signs), objects in the right-of-way, such as light standards, hanging baskets, signs, street shade trees, community centers,

sidewalks, garbage removal, mail delivery, maintenance and repair of lanes/alleys, storm water detention facilities and all other common elements.

## **M. MODIFICATIONS AND WAIVERS**

The Developer requests the following:

- M-1 Modification of section 27-903.5, which requires a 50-foot perimeter buffer for all PRD's. The Applicant proposes to reduce the PRD buffer to 30 feet in some locations to accommodate building and site conditions.

Justification: Surrounded by natural wetlands and commercial establishments, the site context is urban and the PRD buffers are not beneficial to such a setting. The proposed plans provide 1,205 linear feet of 50' wide buffer along the northern property line and 748 linear feet of the boundary is narrower, primarily 30' wide at the eastern property line. Proposed plans will also include the required landscaping within the 30-foot buffer yard.

Findings: The granting of this modification is in accordance with a dense Development that is in the urban core of the Township. The Development has significant buffering where needed and the portions where the PRD buffer narrows are relatively minor.

- M-2 Waiver of section 22-503.C.2.a, which requires sidewalks to be constructed on both sides of any new street. The Applicant proposes sidewalk along the north side of Brandt Drive only.

Justification: The south side of Brandt Drive has challenging topography and is not suitable for a sidewalk. Furthermore, a sidewalk on the north side of the street can easily be connected to a pedestrian network on Brandt Drive.

Findings: The Township is establishing all pedestrian and bike amenities on the north side of Brandt Drive due to topographic and right of way constraints.

- M-3 Modification of section 27-312.14, which requires 1.75 parking spaces per unit be provided for 1 and 2 bedroom apartments. The Applicant proposes to provide 1.5 parking spaces per apartment.

Justification: The proposed parking ratio exceeds the Institute of Transportation Engineers Parking Generation Manual, which suggests 1.23 spaces per dwelling unit for Mid-Rise Apartment complexes in suburban setting. More pertinent is the future management company's justification that 1.5 spaces per unit is a successful ratio as stated in their parking needs analysis, for similar apartment communities.



Findings: The Developer has identified that their proposed parking ratio is sufficient for this style of Development. The Development provides for the most efficient use of the paved surfaces by having fewer parking spaces.

- M-4 Modification to section 27-324.5, which requires streetscape enhancements along Executive Drive due to the property being in the Streetscape Enhancement Overlay District. The Applicant proposes to provide seven street tree plantings only.

Justification: The conditions of the streetscape is narrow with the sidewalk lined by a guiderail and terrain that quickly slopes away from the street towards the wetlands. The existing conditions are limited and the space to provide amenities such as lights and shrubs is inadequate. Providing all required streetscape enhancements may have negative effects on the area by disturbing larger amounts of topography, impact the habitat/wildlife, and change the character of the site.

Findings: The placement of Streetscape Enhancements along Executive Drive must be limited due to topography challenges, wetlands and streams and limited right of way available.

- M-5 Modification to section 27-412.5.C.1, which limits building height to 50 feet in the C-3 zoning district, unless all building setbacks are increased. The Applicant proposes a 66-foot-tall building without requiring the additional setbacks.

Justification: The buildings will act as the street wall along Brandt Drive, which is preferred.

Findings: The placement of buildings closer to Brandt Drive is considered an “improved” and desired design that is encouraged in order to create a relationship and street presence between the buildings and the street.

**CONCLUSIONS AND DECISION OF  
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY**

**THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY HEREBY GRANTS REVISED TENTATIVE APPROVAL OF THE PROPOSED BRANDT DRIVE APARTMENTS DEVELOPMENT IN ACCORDANCE WITH THE PLANS, REPORTS, AND STUDIES, SUBMITTED AS PREPARED BY HRG, TOWNSHIP PR NO. PRD-21-1, UNDER APPLICATION ORIGINALLY SUBMITTED JUNE 8, 2021 BEARING VARIOUS PREPARATION AND REVISION DATES, AND AS AMENDED AND AGREED AT PUBLIC HEARING HELD ON JUNE 24, 2021, SUBJECT TO THE FOLLOWING CONDITIONS:**

**A. General**

- A-1 The Development's 264 units are to be developed in one (1) phase.
- A-2 Any parcels of ground within the Development 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 the provisions of this Revised Tentative 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-3 The total Development shall, as shown on the Development Plans, total approximately 13.95 acres.
- A-4 The Developer shall satisfactorily address all items listed in the Township Development Report dated June 24, 2021, attached hereto as Exhibit "1", prior to recording of Revised Final Plans for the Development. 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.
- A-5 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 from such property prior to recording of Final Plans for the development.
- A-6 The Township may revoke any and all of its permits, refuse to issue additional permits of any kind relating to the Development, 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 Tentative Approval with Conditions, its

subsequent Developer's Agreement with the Township, including any addendum thereto, or any other applicable local, state or federal law or regulation.

- A-7 This Revised Tentative 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-8 The terms of this Revised Tentative Approval with Conditions shall constitute Revised Tentative Approval of the Development, as per the provisions of the Code of the Township of Cranberry, the Pennsylvania MPC and laws of the Commonwealth of PA.

**B. STORMWATER MANAGEMENT**

- B-1 Final stormwater management plan details shall be provided on the construction plans in accordance with Cranberry Township requirements with the submission of Final Plans for the Development.
- B-2 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.
- B-3 One stormwater detention basin servicing the Development is located central to the site and two stormwater tanks are located under the pavement in front of Building #1 and Building #6. The storm water detention basin and tanks are to be owned, operated and maintained by the Developer or property owner, including any easements appurtenant thereto.
- B-4 The Developer shall obtain an NPDES permit prior to recording of Final Plans for the Development or the issuance of any Township permits. Written approval of the Erosion and Sedimentation plan from the Butler County Conservation District accompanied by the approved plans and narrative must be provided to Cranberry Township.

**C. TRANSPORTATION AND TRAFFIC IMPROVEMENTS**

- C-1 The Developer proposes the construction of certain Traffic Improvements. Preliminary details of the Traffic Improvements are set forth in the Development Plans.

The Developer has agreed to the following Off-Site Improvements which shall be as follows:

- i) Construct Brandt Drive, including pavement, concrete curb, and stormwater controls from the eastern property line of the Development to the existing pavement of Brandt Drive as identified on the plans.

The On-Site Improvements shall be as follows:

- i) Construct Brandt Drive along the Development frontage, including pavement, concrete curbing, sidewalk and a protected bike lane on the north side of the road.
- ii) Provide an Engineered design for the proposed Mini-Round-About.
- iii) Contribute \$40,000.00 towards future road improvements.

- C-2 The Developer will provide detailed engineering design and required specifications for all Traffic Improvements.
- C-3 Brandt Drive and all associated traffic Improvements shall be constructed prior to issuance of an occupancy permit for any unit.
- C-4 Developer shall provide financial security for all Traffic Improvements in a form and amount sufficient to the Township, prior to recording of Final Plans.
- C-5 Developer shall secure all permits necessary for the construction of the Traffic Improvements and shall comply with all applicable requirements.
- C-6 The Township's Transportation Impact Fee Ordinance and the applicable provisions of the MPC apply to this Development. Accordingly, the Development shall pay \$1,563.00 per new PM peak hour trip associated with the Development, as estimated below. The actual Impact Fee amount will be calculated at the time of Final approval. Impact Fees for each building shall be paid prior to building permit issuance for that respective building. Estimated impact fees, by building are as follows:

Dwelling Unit/Use Type	Number of Units	PM Peak Hour Trips	Estimated Impact Fee Total
Multi-Family	264	164	\$256,332.00

\*All numbers are approximate due to rounding.

- C-7 Transportation Impact Fee credits may be available for the construction of certain Traffic Improvements constructed by the Developer. The estimated

maximum credit amount 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 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 may be creditable in the amounts estimated as follows:

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

- C-8 No Transportation Impact Fee credits will be available to the Developer until such time that the Off-Site Traffic Improvements from which the credits arise are bonded as more fully described herein.
- C-9 The recalculated Impact Fee per dwelling unit or lot 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-10 Any 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 at the time such credit arises. The Impact Fee per unit will be reduced on a pro-rata basis for all units for which a building permit has not issued at the time such credit arises.

#### **D. STREETS/SIDEWALKS, AND CURBS**

- D-1 All streets in the development shall be graded and paved prior to occupancy of any dwelling units.
- D-2 All traffic regulatory and warning signs for the Development's streets shall be installed by the Developer to the Township's and PennDOT's specifications prior to occupancy of any dwelling units upon such street in the Development.
- D-3 An acceptable street name sign, as approved by the Township, shall be installed by the Developer prior to any building permit issuance for the Development. Street Signs will 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 will 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 for the Development.

- D-4 Developer is granted two points of access to the Development from Brandt Drive as shown on the Development Plans.
- D-5 The Developer shall locate the sidewalk along Brandt Drive within a pedestrian easement to accommodate site distance and utility issues, otherwise all sidewalks will be located in a public right-of-way.
- D-6 Sidewalks that are adjacent to open space areas, including Thomson Park Drive shall be owned and maintained (including repair, reconstruction, replacement and winter maintenance/snow removal) by the property owner/developer. The Developer shall own and maintain all sidewalks constructed with the Development.
- D-7 The streets, as shown on the Development Plans, shall be owned and maintained by the Developer.
- D-8 The Developer shall be solely responsible for providing snow and ice control on all streets within the Development whenever a building thereon is occupied.

**E. RECREATION, PARKS AND OPEN SPACE**

- E-1 All parks and greens shall be maintained by the Developer or Property Owner.
- E-2 The Community Center shall be bonded and constructed with the Development. The developer shall obtain a building permit for the Community Center prior to issuance of occupancy in any building.
- E-3 The Township's Recreation Fee Ordinance applies to this Development and Developer shall pay a recreation fee for each residential dwelling unit in the amount of \$1,022.00 per dwelling unit, totaling \$269,808.00 for the 264 within the Development, less any credits due and owing for the installation of usable recreation space, as more fully described herein.

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	\$44,968.00	\$36,792.00	\$44,968.00	\$53,144.00	\$36,792.00	\$53,144.00	\$269,808.00

permit issuance							
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E-4 The Site Amenities shall be maintained by the Developer or Property Owner.

## **F. LANDSCAPING**

F-1 Landscaping shall be installed in accordance with the Development Plans.

F-2 Landscaping for the common areas, including but not limited to passive common open space, parking areas, and detention basin perimeters will 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 for the Development, 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 Brandt Drive and within the Development. 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 in the Development shall be located underground.

G-2 Developer shall provide detailed engineering specifications for utilities at the time of its submission for Final Approval.

G-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 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 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.

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 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.

G-5 The Developer shall acquire all necessary easements to permit connection to the public sewer system and public water system for the Development Plan prior to Final Plan Approval. 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.

## **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, which shall be demonstrated at the time of Final PRD Plan Application.

## **I. LIGHTING**

I-1 Developer shall demonstrate, at the time of Final PRD Plan Application for the Development that the minimum requirement of no more than one (1) foot candle of light at the property line is permitted except for the Brandt Drive streetlights.



- I-2 Street lighting will 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/Property Owner.

**J. MUNICIPAL SOLID WASTE COLLECTION**

- J-1 Municipal solid waste enclosures for apartments shall be provided in accordance with Township ordinances and shown on the Final Plans.

**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 or kiosks for multifamily buildings.

**L. SIGNAGE**

- L-1 All signs must be approved through the Township Sign Ordinance permitting process.
- L-2 All signs outside of the right-of-way, including those that identify common areas and amenities, will be limited to the number and area of such signage demonstrated at the time of Final Plan Approval, will be at the sole discretion of the Township.
- L-3 Signs in the right-of-way shall be maintained and replaced by the Developer/Property Owner.

**M. ADMINISTRATION**

- M-1 All conditions of the Pennsylvania MPC, this Revised Tentative 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 PRD, with the Developer assuring that all builders within the Development shall also comply with all conditions and ordinances.
- M-2 The Developer shall sign a Developer's Agreement with the Township for the development, in form and substance agreeable to the Township, which shall incorporate, among other items, the provision of this Revised Tentative Approval with Conditions for the Development, prior to the issuance of any grading, building, or other types of permits for the Development.

**N. MODIFICATION AND WAIVERS**

The Developer is granted the following:

- N-1 Modification of 27-903.5
- N-2 Waiver of 22-503.C.2
- N-3 Modification of 27-312-14
- N-4 Modification of 27-324-5
- N-5 Modification of 27-412-5.C.1

**O. CONSTRUCTION**

- O-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.
- O-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.
- O-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.

- O-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.
- O-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 the Development indicating that the geotechnical engineer has reviewed and approved the construction.
- O-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.

**APPROVED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF CRANBERRY AT THE  
PUBLIC MEETING OF JUNE 24, 2021.**

ATTEST:

TOWNSHIP OF CRANBERRY

\_\_\_\_\_  
Daniel D. Santoro  
Township Manager/Secretary

By: \_\_\_\_\_  
Richard M. Hadley, Chairman  
Board of Supervisors

I, Daniel D. Santoro, 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 June 24, 2021.

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Daniel D. Santoro, Secretary  
Cranberry Township

DRAFT

**ACCEPTANCE BY DEVELOPER OF THE REVISED TENTATIVE APPROVAL  
WITH CONDITIONS BY THE TOWNSHIP OF CRANBERRY  
FOR THE BRANDT DRIVE APARTMENTS PLANNED RESIDENTIAL NEIGHBORHOOD  
DEVELOPMENT**

RPG Cranberry, LLC c/o Radnor Property Group LLC, Developer of the Brandt Drive Apartments PRD in the Township of Cranberry acknowledges receipt of the foregoing Revised Tentative Approval with Conditions and accepts all conditions contained herein on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Corporate Secretary witness

By: \_\_\_\_\_  
(Sign here)

\_\_\_\_\_  
(Print name here)

\_\_\_\_\_  
(Developer name)

Title: \_\_\_\_\_

I:\Development\Residential\Brandt Drive Apartments\2021 Revised Tent-Final\Tentative PRD Resolution.docx