

RESOLUTION NO. 2133

EAST NORRITON TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

A RESOLUTION GRANTING CONDITIONAL, FINAL APPROVAL OF THE APPLICATION FOR SUBDIVISION/LAND DEVELOPMENT OF CUTLER GROUP INC. FOR THE RESERVE AT PENN CROSSING LOCATED ALONG OLD ARCH ROAD, AND FINAL APPROVAL OF THE PARCEL PLAN FOR CUTLER GROUP INC., NEWTEES AND DEVELOPERS DIVERSIFIED.

The Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania, hereby resolves to grant conditional, final approval of the subdivision and land development plan for **Cutler Group Inc.** plan for a proposed 78-Unit Tri-Plex (16 three unit buildings), subdivision and land development application as more fully detailed on the plans listed on Exhibit "A" attached hereto and made part hereof and further conditioned upon the following being satisfied by Applicant:

1. Fulfilling all obligations and requirements of the Robert E. Blue, Township Engineers letters dated September 30, 2003, January 23, 2004, February 20, 2004, E. Van Reiker, Township Planner letters dated September 10, 2003, October 14, 2003, November 18, 2003, November 25, 2003, Dick Smith, EDM Consultants letters dated November 14, 2003, December 29, 2003 (sewer module waiver letter), January 26, 2004, the MONTCO Conservation District letters dated October 24, 2003 (failed), September 22, 2003 (NPDES Permit), the East Norriton Township Planning Commission meeting minutes dated October 23, 2003, the Montgomery County Planning Commission letter dated October 17, 2003, Fire Marshal's memorandum dated March 17, 2003, September 26, 2003, January 8, 2004 and the Staff Meeting minutes dated August 8, 2002, September 9, 2002, April 11, 2003, May 14, 2003, 2003, January 5, 2004, February 6, 2004.
2. The Applicant shall comply with Traffic Planning and Designs traffic upgrade design for the intersection of Old Arch Road and Arch Road and Renel Road.
3. The Applicant shall enter into an Application and Agreement and Improvement Fund Agreement and post financial security for all improvements to the satisfaction of the Township Engineer and Township Solicitor.
4. The Applicant shall connect to East Norriton Township sanitary sewer system and pay tapping fees and inspection fees at the then current rates if required.
5. The Applicant shall be responsible for payment of all Townships Consultant fees related to this project.
6. The Applicant shall be responsible for obtaining all other Regulatory Authority Permits having jurisdiction over this project.

7. The Applicant shall satisfy East Norriton Township's Park and Recreation fund requirements by contributing up to \$250,000.00 which represents 10% of the raw value of the land.
8. The Applicant shall offer for dedication the area between the legal right-of-way and ultimate right-of-way along its Old Arch Road frontages to the governing body having jurisdiction for these roadway.
9. The Applicant shall satisfy East Norriton Township's Act 209, Traffic Impact Fee requirements by contributing up to \$94,700.00.
10. An easement shall be granted by East Norriton Township to the David Cutler Group, its successors and assigns for the upkeep and maintenance of the said the storm water detention basin on Carol Lane to allow for an emergency access drive and supplemental storm water detention requirements. Any capacity reduced from this basin will be added to the basin(s) at Penn Crossing. The said easement shall hold East Norriton Township harmless.
11. The following notes will be placed on the plan stating: "the sanitary sewer collection system, excluding any pumping or hold tank facilities shall be dedicated to East Norriton Township. The street lighting system maintenance shall be the responsibility of the Homeowners Association whereas the energy cost may be billed to the Homeowners Association by the Township." and "the placement of proper stone bedding and stone cover to one foot over sanitary sewer piping is required. In lieu of further full stone backfill, backfill may consist of suitable excavated materials, properly compacted, and certified by a qualified soil scientist."
12. The Applicant has agreed to negotiate the fees which normally accrue during a full land development process. It is agreed that as **part** of the usual Park and Recreation fee collected the applicant will install and contribute significant and substantial offsite improvements. These improvements above are specifically defined in the plans listed below and staff meeting minutes referred to in item #1 of this resolution. The offsite improvements include: installation of a pedestrian walkway to the rear of the Developers Diversified property on DeKalb Pike and installing sidewalk from Penn Crossing's northern boundary to the end of existing sidewalk at the Court of Jamestown. In no event can the offset provided by the Township exceed the sum due for the Park and Recreation fee and furthermore the Applicant shall be responsible for all costs exceeding this amount.

13. The Applicant has agreed to negotiate the fees which normally accrue during a full land development process. It is agreed as **part** of the usual Traffic Impact fees the applicant will install and contribute significant and substantial offsite improvements. These improvements above are specifically defined in the plans listed below and staff meeting minutes referred to in item #1 of this resolution. These offsite improvements include: the upgrade of traffic signal at Arch Road and Old Arch Road by relocating the present 20 foot mast arm on the SW corner to a location which will be beyond the new roadway alignment on Arch Road with a 40 foot mast arm, install 4-way emergency preemption and controller upgrades, realign/overlaying/milling of asphalt on Old Arch Road to accommodate the installation of curbing along the eastside of Old Arch Road from the Old Arch Park to Arch Road in accordance with PENNDOT Specification and concurrence with the Township and installing required storm water facilities. In no event can the offset provided by the Township exceed the sum due for the Traffic Impact fee and furthermore the Applicant shall be responsible for all costs exceeding this amount.
14. The Applicant shall provide for ownership and maintenance of the roadways, storm sewer facilities, street lights in the Declaration of the Homeowner's Association and shall provide that the Declaration shall run to the benefit of the Township and any breach may be remedied by the Township and the Township shall have the right, but not the obligation to enforce any breach of covenants contained in the Declaration or Bylaws of the Association. The Declaration shall provide that the cost expended by the Township in remedying such breach shall constitute a lien upon the Unit or Common Facilities upon which such breach occurred. Further, the Township shall be entitled to recover associated charges including, but not limited to attorneys' fees, from the Owner of the subject Unit, and/or from the Association in the event the affected property constitutes a Common Facility.
15. The Applicant shall reserve in the Declaration of the Homeowner's Association for the benefit of the Township, its successors and assigns, an easement of access, ingress and egress over such portion of the area designated for detention basin maintenance easement on the Plans for the purpose of inspecting, maintaining and repairing the Storm Water Management System in the event the Association fails to maintain any portion of the Storm Water Management System, provided that the Township shall have the right, but not the obligation to undertake such inspection, maintenance, and repair and in the event the Township undertakes any such inspection, maintenance or repair, the Township shall have right to assess the costs against the Association.
16. Applicant shall supply a copy of the Declaration of the Homeowner's Association to the Township for review prior to recording.
17. The routing of the storm sewer piping through the Old Arch Road Park shall be constructed in such a manner to minimize disturbance to existing mature trees at the direction of the Township staff. The existing pipe run between inlets #117 and #118 will be replaced with 24 inch ADS piping to provide capacity for a 50-year storm event and the asphalt walkway shall be replaced.

WAIVERS GRANTED

<u>No.</u>	<u>Section</u>	<u>Description</u>
1	175-17.1.c(a)	Required - Transportation Impact Study. Proposed – No Transportation Impact Study.
2	175-18.B(2)(a)	Required – Minimum centerline horizontal curve radius for a residential street 150 feet. Proposed – Minimum centerline horizontal curve radius for a private residential street: 1. – Road “A” – 100 feet. 2. – Road “C” – 80 feet.
3	175-18.B(2)(b)	Required – Minimum tangent distance between curves 100 feet. Proposed – Tangent distance between curves – Private Road “C” – 16.40 feet.
4	175-18.B(4)(d)	Required – Maximum roadway grade of 3 percent within 50 feet of an intersection. Proposed – Centerline road grade of: 1. Road “A” at Old Arch Road – 3.7 percent. 2. Road “A” south of Road “C”– 3.7 percent.
5	175-18.C(1)(d)[2]	Allowable – Maximum length of cul-de-sac land not to exceed 500 feet in length. Proposed – Private road “A” cul-de-sac from the intersection of Road “B” - 1043 feet.

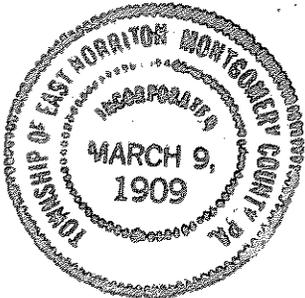
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| 6 | 175-20(B) | Required – Concrete curb with 8-inch curb reveal.

Proposed – Belgium Block curb with 7-inch curb reveal. |
| 7 | 175-22.C(3) | Required – Sodding slopes between 10 to 20% and slopes 25%+ shall be rip-rapped.

Proposed – Seeding slopes up to 33% with proper mulching. |
| 8 | 175-18.c(1)(9) | Required – Residential and cul-de-sac streets right-of-way width 50 feet and cartway width at 30 feet.

Proposed – Private residential and cul-de-sac streets right-of-way width at 40 feet and cartway width at 26 feet. |

DULY PRESENTED AND ADOPTED the Board of Supervisors of East Norriton Township, Montgomery County, Pennsylvania, in public meeting held this 24th day of February 2004.



BOARD OF SUPERVISOR
EAST NORRITON TOWNSHIP

By: Francis E. Denner
Francis E. Denner, Chairman

Attest: Helmut J. S. S. S. S. S.
Secretary

The above conditions are agreed to by Richard M. Pailo for Cutler Group Inc.,
this 24th of February 2004.

Richard M. Pailo

EXHIBIT "A"

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ORIGINAL</u>	<u>REVISION</u>
1	Overall Plan of Subdivision	09/02/03	12/15/03
2	Record Plan 1 of 4	09/02/03	12/15/03
3	Record Plan 2 of 4	09/02/03	12/15/03
4	Record Plan 3 of 4	09/02/03	12/15/03
5	Record Plan 4 of 4	09/02/03	12/15/03
6	Overall Site Plan	09/02/03	12/15/03
7	Site Plan	09/02/03	12/15/03
8	Site Plan	09/02/03	12/15/03
9	Site Plan	09/02/03	12/15/03
10	Erosion Control Plan	09/02/03	12/15/03
11	Erosion Control Plan	09/02/03	12/15/03
12	Erosion Control Plan	09/02/03	12/15/03
13	Landscape Plan	09/02/03	12/15/03
14	Landscape Plan	09/02/03	12/15/03
15	Landscape Plan	09/02/03	12/15/03