

RESOLUTION NO. 2019-14

A RESOLUTION FOR PRELIMINARY/FINAL APPROVAL FOR STILLMAN AUTOMOTIVE CENTER, INC., 1313 WILMINGTON PIKE

WHEREAS, a preliminary/final subdivision and land development plan, dated November 13, 2018, last revised January 31, 2019, prepared by D.L. Howell & Associates, Inc. has been submitted by Stillman Automotive Center, Inc., (“Applicant”) of Thornbury Township, owner of a land locked 2.44 acre lot (Tax Parcel No.: 66-4-2.1) located on the east side of Wilmington Pike, 500 feet south of the intersection with Penn Oaks Drive, in the A Agricultural and Residential Zoning District. The Property is one unit of a two-unit condominium, with access through unit 1, a 2.977 acre parcel situated in Birmingham Township, and access via a driveway through the Penn Oaks Tennis and Fitness Club. Applicant seeks to make the lot a space for additional parking and storage; and

WHEREAS, the Thornbury Township Zoning Hearing Board by Order dated August 26, 2014, granted Applicant’s request for a variance to allow vehicle storage and parking and by Order dated June 26, 2018, granted a requested variance to allow paving of the lot to provide 136 parking spaces and stormwater management facilities for the lot; and

WHEREAS, the preliminary/final subdivision and land development plan has been reviewed by the Chester County Planning Commission, the Thornbury Township Planning Commission, the Thornbury Township Consulting Engineer, and the Thornbury Township Fire Marshall; and

WHEREAS, the Board of Supervisors of Thornbury Township finds that the preliminary/final subdivision and land development plan is generally in conformity with the Township’s Subdivision/Land Development Ordinance and the Zoning Code provided the Applicant complies with each of the following conditions:

1. Compliance with each of the comments contained in the Yerkes review letter dated May 7, 2019, attached hereto as Exhibit “A”;
2. Compliance with each of the comments contained in the Chester County Planning Commission’s letter dated December 14, 2018, attached hereto as Exhibit “B”.
3. Recordation of and compliance with the Stormwater Operating and Maintenance Agreement, dated May 21, 2019, attached hereto as Exhibit “C.”
4. Applicant shall comply with Chester County’s Act 167 Stormwater management Plan;
5. Plans are to be submitted in an electronic format acceptable to the Township Engineer;
6. Developer agrees to enter into Development, Improvement Security, and Stormwater Facilities Maintenance and Monitoring Agreements prior to release of

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the signed plans; and

7. All deeds for the properties, legal descriptions, easements, driveway easement agreements and stormwater maintenance agreements are to be submitted for review and approval by the Township Engineer and the Township Solicitor prior to the release of the signed plans.

NOW THEREFORE, the Board of Supervisors of Thornbury Township hereby approves the preliminary subdivision and land development plan, subject to the aforementioned conditions.


APPROVED AND RESOLVED this **21st** day of May, 2019.

ATTEST:

**THORNBURY TOWNSHIP, CHESTER COUNTY
BOARD OF SUPERVISORS**




Judy Lizza
Township Manager

By: 

James Benoit, Chairman

By: _____
Robert Anthony, Vice-Chairman

By: 

William Reilly, Supervisor

By: 

Michael Gallagher, Supervisor

By: _____
Joseph Lisa, Supervisor

EXHIBIT A



Yerkes Associates, Inc.

Consulting Engineers / Landscape Architects / Surveyors

May 7, 2019

Thornbury Township, Chester County
8 Township Drive
Cheyney, Pennsylvania 19319

Attn: Judy Lizza, Township Manager

Re: Stillman's Automotive Center, Inc. – 1290 Wilmington Pike
Land Development Plan Review

Judy:

The following plans, report, and letter prepared by D. L. Howell & Associates, Inc. have been submitted for review:

- Cover Sheet: CO1.1 – sheet 1 of 11
- Land Development Plan: CO1.2 – sheet 2 of 11
- Zoning Hearing Decision and Order: CO1.3 – sheet 3 of 11
- Existing Conditions Plan: CO2.1 – sheet 4 of 11
- Grading and Utilities Plan: CO3.1 – sheet 5 of 11
- PCSWM Plan: CO3.2 – sheet 6 of 11
- PCSWM Details: CO3.3 – sheet 7 of 11
- Erosion Control Plan: CO4.1 – sheet 8 of 11
- Erosion Control Details: CO4.2 – sheet 9 of 11
- Construction Details: CO5.1 – sheet 10 of 11
- Truck Turning Plan; CO5.2 – sheet 11 of 11
- Post Construction Stormwater Management Report, last revised January 31, 2019
- April 12, 2019 Plan Submission Letter
- Draft Access and Right-of-Way Agreement between Sulzman Enterprises III, LLC and Stillmans Automotive Center, Inc. for UPI Nos. 66-3H-5, 66-3H-6, and 66-4-2.1
- Draft Stormwater Best Management practices and Conveyances Operation and Maintenance Agreement

A January 18, 2019 letter from PADEP regarding Act 537 Sewage Facilities Planning was provided with the previous plan submission. The letter notes that no planning modules are required to be submitted.

All plans are dated November 13, 2018 and have a latest revision date of April 12, 2019. The plans depict the development of a portion of UPI parcel #66-4-2.1 as a paved vehicle storage area. The landlocked parcel adjoins UPI parcel #65-4-80.1 in Birmingham Township and is located on the east side of Wilmington Pike (S.R. 0202) at approximately 500 feet south of the Wilmington Pike intersection with Penn Oaks Drive. The parcel is situated within the 'A' Agricultural and Residential Zoning District.

In 2015, both parcels were incorporated into a two unit condominium. Unit 1 fronts on Wilmington Pike, consists of 2.077 acres in Birmingham Township and 0.595 acres in Thornbury Township, and is owned by PHP Enterprises. Unit 2 consists of 2.446 acres in Thornbury Township and is owned by Stillman's Automotive Center, Inc. Unit 2, the vehicle storage area, is accessed through Unit 1 and through the Penn Oaks Tennis and Fitness Club parking lot which has driveway access to Penn Oaks Drive.

Professional services since 1874

1444 Phoenixville Pike, P. O. Box 1568, West Chester, PA 19380-0078 / Tel: 610-644-4254 / Fax: 610-640-0771

EXHIBIT B

THE COUNTY OF CHESTER



COMMISSIONERS

Michelle Kichline
Kathi Cozzone
Terence Farrell

Brian N. O'Leary, AICP
Executive Director

PLANNING COMMISSION

Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515



December 14, 2018

Teresa DeStefano, Planning Commission Secretary
Thornbury Township
8 Township Drive
Cheyney, PA 19319

Re: Preliminary/Final Land Development - Stillman Volvo Parking Expansion
Thornbury Township – LD-11-18-15671

Dear Ms. DeStefano:

A Preliminary/Final Land Development Plan entitled "Stillman Volvo Parking Expansion", prepared by DL Howell, and dated November 13, 2018, was received by this office on November 19, 2018. This plan is reviewed by the Chester County Planning Commission in accord with the provisions of Section 502 of the Pennsylvania Municipalities Planning Code. We offer the following comments on the proposed land development for your consideration.

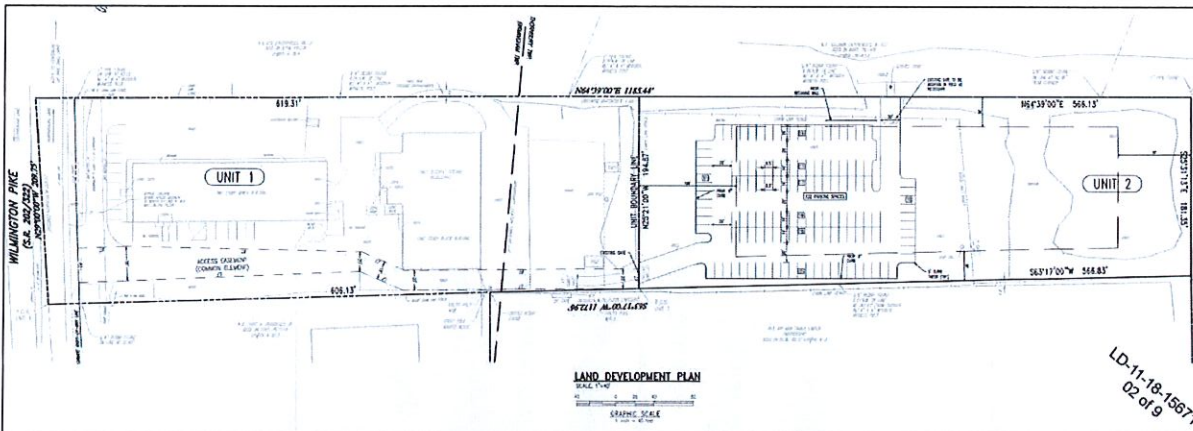
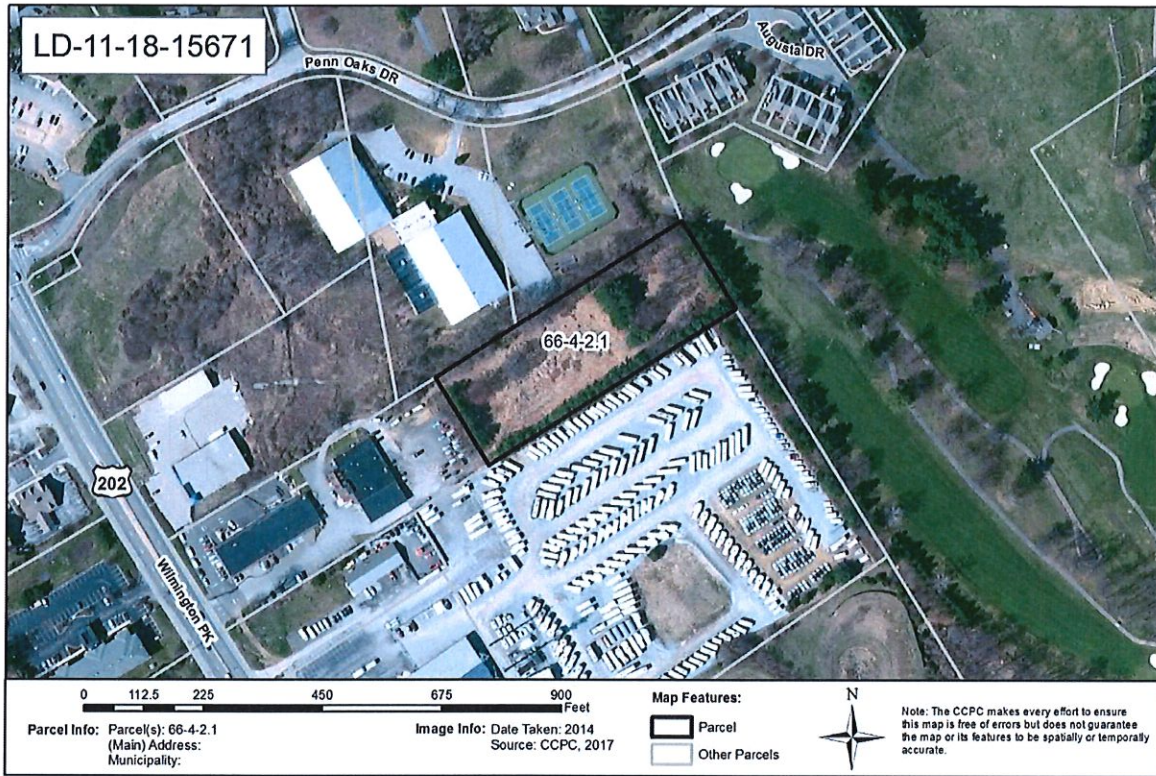
PROJECT SUMMARY:

Location:	east of Wilmington Pike (Route 202), south of Penn Oaks Drive
Site Acreage:	2.44
Lots/Units:	1 Lot
Proposed Land Use:	Parking Lot/Garage
New Parking Spaces:	132
Municipal Land Use Plan Designation:	RR-Rural Residential, adjoining a C-Commerce designation to the south
UPI#:	66-4-2.1

PROPOSAL:

The applicant proposes the construction of 132 parking spaces for an existing automotive dealership on the adjoining site to the west (UPI# 65-4-80.1), which is partially situated in Birmingham Township. No new sewage disposal or water supply is proposed as part of this plan submission. The project site is located in the A Agricultural and Residential zoning district.

RECOMMENDATION: The County Planning Commission recommends that the issues raised in this letter should be addressed and all Township issues should be resolved before action is taken on this land development plan.



Site Plan Detail, Sheet 2: Preliminary/Final Land Development - Stillman Volvo

COUNTY POLICY:

LANDSCAPES:

1. The project site is located within the **Suburban Landscape** designation of *Landscapes3*, the 2018 County Comprehensive Plan. The vision for the **Suburban Landscape** is predominantly residential communities with locally-oriented commercial uses and facilities, accommodating growth at a medium density that retains a focus on residential neighborhoods, with enhancements in housing types and affordability. Additionally, roads, sidewalks and paths with convenient access to parks and community facilities should be provided. The proposed land development is consistent with the objectives of the **Suburban Landscape**.

WATERSHEDS:

2. *Watersheds*, the water resources component of *Landscapes3*, indicates the proposed development is located within the west branch subbasin of the Chester Creek watershed. *Watersheds'* highest priority land use objectives within this watershed are: reduce stormwater runoff, restore water quality of "impaired" streams, and protect vegetated riparian corridors. *Watersheds* can be accessed at www.chesco.org/water.

PRIMARY ISSUES:

3. The Township's Official Map (dated September 19, 2000) depicts the location of a proposed road corridor along the easternmost portion of the project site, which extends from Penn Oaks Drive to Dilworthtown Road. Prior to taking action on this land development proposal, the Township should consider any issues pertaining to the Official Map designation of this site consistent with the provisions of Section 406 of the Pennsylvania Municipalities Planning Code.

We note that the Township's 2018 Comprehensive Plan (page 2-5) recommends that the Official Map be amended, as an immediate priority, to reflect identified traffic calming priorities and areas in need of improvement, along with reflecting identified trail corridors and pedestrian and bicycle improvements.

4. The site plan depicts the location of a proposed retaining wall to the north of the proposed parking area. The Township should verify that all necessary ordinance relief measures to permit grading in steep slope areas have been granted and that the design of the slopes is consistent with all ordinance requirements related to permitted grades, the design and specifications of retaining walls and slope stabilization.
5. The site contains areas of hydric (wet) soils (GdB and GdC Gladstone) which have limitations to development. These limitations include drainage problems due to low permeability, low runoff rates and sub-surface saturation. When construction takes place on these soils, it interferes with the natural drainage of the land. On-site alterations to existing drainage patterns should be carefully inspected by the Township Engineer to insure that off-site drainage conditions are not negatively affected.

ADMINISTRATIVE ISSUES:

6. Land disturbance and land development activities that occur within Chester County must comply with the *County-wide Act 167 Stormwater Management Plan for Chester County, PA* (July 2013) and the associated Act 167 stormwater management ordinance standards adopted by each municipality.
7. While the "Variances Granted" table on Sheet 1 indicates that variances have been granted to allow the primary lot use to be an outdoor vehicle storage area and to allow more than twenty percent (20%) impervious coverage of a lot, the Zoning Requirements table indicates that a variance from the impervious coverage requirements is required. This should be clarified by the applicant. Prior to granting final plan approval, the Township should verify that the plan conforms to the decision issued by the Township Zoning Hearing Board. The date of the Zoning Hearing Board's decision, along with any conditions of approval issued by the Board, should be indicated on the plan.


Page: 4

Re: Preliminary/Final Land Development - Stillman Volvo Parking Expansion
Thornbury Township – LD-11-18-15671

8. Vehicular access to UPI# 66-4-2.1 is provided from an existing 20 foot wide access easement on the adjoining parcel to the west (UPI# 65-4-80.1). The details of this easement should be incorporated into the deeds of both parcels.
9. The site plan depicts that a gated vehicular access connection is provided to the adjoining parcel to the north (UPI# 66-3H-6). The details of this access arrangement should be incorporated into the deeds of both parcels.
10. A minimum of four (4) copies of the plan should be presented at the Chester County Planning Commission for endorsement to permit recording of the final plan in accord with the procedures of Act 247, the Pennsylvania Municipalities Planning Code, and to meet the requirements of the Recorder of Deeds and the Assessment Office.

This report does not review the plan for compliance to all aspects of your ordinance, as this is more appropriately done by agents of Thornbury Township. However, we appreciate the opportunity to review and comment on this plan. The staff of the Chester County Planning Commission is available to you to discuss this and other matters in more detail.

Sincerely,



Paul Farkas
Senior Review Planner

cc: Stillman Volvo
DL Howell
Quina Nelling, Secretary, Birmingham Township

EXHIBIT C

Prepared by and Return to:
DONAGHUE & LABRUM, LLP
104 West Front Street
Suite 201
Media, PA 19063
(t) (610) 565-9120
(e) info@donaghuelabrum.com

Parcel ID No. 66-4-2.1
1313 Wilmington Pike, Thornbury Township

STANDARD STORMWATER FACILITIES MAINTENANCE AND MONITORING AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2019 by and between Stillman Automotive Center, Inc. (hereinafter the "Landowner"), and Thornbury Township, Chester County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by Deed in the land records of Chester County, Pennsylvania, Deed Book 9194 at Page 2368, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to develop the Property with a paved parking lot and storage facility; and

WHEREAS, the Land Development Plan prepared by D.L. Howell & Associates, Inc. dated November 13, 2018, last revised January 31, 2019 (hereinafter "Plan") for Stillman Automotive Center, Inc., which is expressly made a part hereof, as approved or to be approved by the Municipality, provides for detention or retention of storm water within the confines of the Property; and

WHEREAS, the Municipality and the Landowner, their successors and assigns agree that the health, safety, and welfare of the residents of the Municipality require that on-site storm water management facilities be constructed and maintained on the Property: and

WHEREAS, the Municipality requires, through the implementation of the Chester Creek Watershed Stormwater Management Plan, that storm water management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the terms, conditions and specifications identified in the Plan.
2. The Landowner, its successors and assigns, shall maintain the storm water management facilities in good working condition, acceptable to the Municipality so that they are performing their design functions.

3. The Landowner, its successors and assigns, hereby grants permission to the Municipality, its authorized agents and employees, upon presentation of proper identification, to enter upon the Property at reasonable times, such as following a storm of the intensity for which the facility was designed to control, and to inspect the storm water management facilities whenever the Municipality deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When inspections are conducted, the Municipality shall give the Landowner, its successors and assigns, copies of the inspection report with findings and evaluations. At a minimum, maintenance inspections shall be performed in accordance with the following schedule:
 - Annually for the first 5 years after the construction of the storm water facilities,
 - Once every 2 years thereafter, or
 - During or immediately upon the cessation of a 100-year or greater precipitation event.
4. All reasonable costs for said inspections shall be borne by the Landowner and payable to the Municipality.
5. The owner shall convey to the Municipality easements and/or rights-of-way to ensure access for periodic inspections by the Municipality and maintenance, if required.
6. In the event the Landowner, its successors and assigns, fails to maintain the storm water management facilities in good working condition acceptable to the Municipality, the Municipality may enter upon the property and take such necessary and prudent action to maintain said storm water management facilities and to charge the costs of the maintenance and/or repairs to the Landowner, its successors and assigns. This provision shall not be construed as to allow the Municipality to erect any structure of a permanent nature on the land of the Landowner, outside of any easement belonging to the Municipality. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
7. The Landowner, its successors and assigns, will perform maintenance in accordance with the maintenance schedule for the storm water management facilities including sediment removal as outlined on the approved schedule and/or drainage plan.
8. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of the Landowner's or its successors' and assigns' failure to perform such work, the Landowner, its successors and assigns, shall reimburse the Municipality upon demand, within 30 days of receipt of invoice thereof, for all costs incurred by the Municipality hereunder. If not paid within said 30-day period, the Municipality may enter a lien against the property in the amount of such costs, or may proceed to recover its costs through proceedings in equity or at law as authorized under the provisions of the Second Class Township Code.
9. The Landowner, its successors and assigns, shall indemnify the Municipality and its agents and employees against any and all damages, accidents, casualties, occurrences or claims that might arise or be asserted against the Municipality for the construction, presence, existence, failure or maintenance of the storm water management facilities by the Landowner and its successors and assigns.
10. In the event a claim is asserted against the Municipality, its agents, or employees, for the construction, presence, existence, failure or maintenance of the storm water management facilities, the Municipality shall promptly notify the Landowner and its successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the Municipality, its agents or employees shall be allowed, the Landowner and its successors and assigns shall pay all costs and expenses in connection therewith.
11. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, the Municipality may enter the property, if the Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed,

when the health, safety or welfare of the citizens is at jeopardy. However, the Municipality shall notify the Landowner of any inspection, maintenance, or repair undertaken within five days of the activity. The Landowner shall reimburse the Municipality for its reasonable costs.

This Agreement shall be recorded among the land records of Chester County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

ATTEST: *Judy King*

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

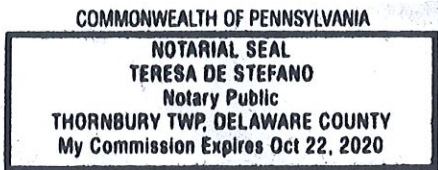
James Benoit
James Benoit, Chairman
Thornbury Township Board of Supervisors

ATTEST:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF CHESTER :

On this 21 day of May, 2019 before me a notary public, duly commissioned in and for said County and Commonwealth, personally appeared James Benoit, who acknowledged himself to be the Chairman of the Thornbury Township Board of Supervisors, a body corporate and politic, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Thornbury Township (successor in interest to Thornbury Township Sewer Authority) by himself as Chairman.

Witness my hand and notarial seal the day and year aforesaid.



Teresa De Stefano
Notary Public

(SEAL)

Commission expires: 10/22/20

For the Landowner:

STILLMAN AUTOMOTIVE CENTER, INC.

BY: *Edward L Stillman*

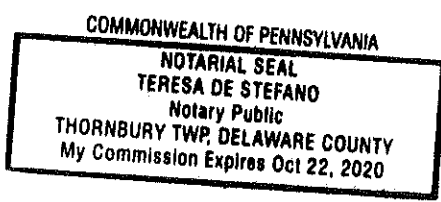
EDUARDO L STILLMAN
Print Name:
Title: *PRESIDENT*

ATTEST: *Alena Mung*

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Delaware : ss

On this the 21 day of May 2019, before me, the undersigned officer, personally appeared EDWARD ST. ILMAN, the _____ of Stillman Automotive Center, Inc., and that he/she, as such officer and being authorized to do so, has executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Teresa De Stefano
Notary Public

(Seal)
Commission Expires: