

3. August, 2019 Planning Commission Meeting Agenda – At its August 22, 2019 meeting, the Planning Commission may review the Himsworth subdivision (LD-2019-02).

PUBLIC COMMENT

- There was no public comment.

ADJOURNMENT

There being no further business before the Planning Commission, Chair Sherr adjourned the meeting at 8:02 PM.

Respectfully Submitted:

Andrew R. Raquet
Asst. Zoning Officer; Codes Clerk

ERECTED INTO A TOWNSHIP IN 1733
TOWNSHIP OF WORCESTER
AT THE CENTER POINT OF MONTGOMERY COUNTY
PENNSYLVANIA

1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

Phone (610) 584-1410
Fax (610) 584-8901

THIS SECTION COMPLETED ONLY BY TOWNSHIP:

APPEAL NO.: CVA 2019-02 DATE FILED: 7/3, 20 19

APPLICATION: **BOARD OF SUPERVISORS**
 ZONING HEARING BOARD

RECEIVED
JUL 03 2019

1. Date of Application: July 3, 2019

2. Classification of Appeal (Check one or more, if applicable):

- a. Appeal from the Zoning Officer's Determination
- b. Request for Variance
- c. Request for Special Exception
- d. Challenges to the Validity of Zoning Ordinance or Map
- e. Request for Conditional Use Hearing
- f. Request for Amendment to Zoning Map
- g. Request for Zoning Ordinance Amendment
- h. Request for a Curative Amendment
- i. Request for other relief within the Jurisdiction of the Zoning Hearing Board as established in Section 909.1(a) of the Pennsylvania Municipalities Code

3. Applicant:

- a. Name: Willow Creek Farm Preserve, LLC
- b. Mailing address: 3215 Stump Hill Rd
Collegesville, PA 19426
- c. Telephone number: 610-733-4741 - Melissa Smith (cell)
- d. State whether owner of legal title, owner of equitable title, or tenant with the permission of owner legal title: (REQUIRED)

Please attach Deed to prove ownership, an Agreement of Sale to prove equitable ownership, or an Affidavit allowing Tenant to apply for necessary relief. *See Deed & Amendment to lease (Willow Creek Farms, LP Landlord)

4. Applicant's attorney, if any:

- a. Name: James Ettelson
- b. Address: Roger Cooper Cohen, Brantford LLC
101 W Elm Street, Suite 400 Conshohocken, PA 19428
- c. Telephone number: 484-532-8189

5. Property Details:

- a. Present Zoning Classification: AGR
- b. Present Land Use: AGR
- c. Location (Street Address):
3215 Hamp Hill Rd Collegenille, PA 19926; 3260 Hebron Rd Collegenille PA 19926
- d. Parcel #: 67-02-01360-00-4
- e. Lot Dimensions:
 - (1) Area: 135-acres
 - (2) Frontage: -
 - (3) Depth: -
- f. Circle all that apply in regards to the above specified property:
 - Public Water
 - Public Sewer

Private Well Private Septic

- g. Size, construction, and use of existing improvements; use of land, if unimproved: (Please submit as an attachment) Agriculture, Retail Farm Market (See Attached)

6. Proposed Use(s):

- a. Proposed use(s) and construction: Please provide size, construction and proposed use(s). (Please submit as an attachment) Agriculture, Retail Farm Market, Vocational/Classroom (See Attached)

7. Legal grounds for appeal (Cite specific sections of Pennsylvania Municipalities Planning Code, Zoning Ordinance, Subdivision Regulations, and/ or other Acts or Ordinances). All sections that apply must be listed in which relief is required and an explanation provided. (Please submit as an attachment) N/A

8. Has any previous appeal been filed concerning the subject matter of this appeal?
 Yes No

If yes: specify: (Please submit as an attachment)

9. Challenges please list requested issues of fact or interpretation: N/A
 (Please submit as an attachment)

10. Worcester Township to provide the list of names and addresses of all property within 500 feet of the perimeter of the subject property. (REQUIRED: SECTION 150-224)

CERTIFICATION

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

[Signature]
Signature

Andrew H. Smith
Printed Name

[Signature]
Signature

Melissa G. Smith
Printed Name

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Montgomery : SS

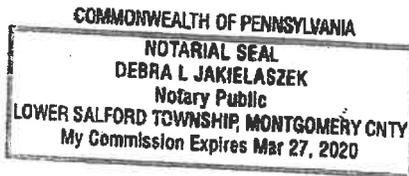
The undersigned, being duly sworn according to law, deposes and says the he/she is the above names applicant, that he/she is authorized to and does take this affidavit on behalf of the owner, and foregoing facts are true and correct.

[Signature]
Applicant

[Signature]
Applicant

Sworn to and subscribed before me this 25th day of April, 2019

[Signature]
Notary Public



Date Received: 7/3/19

[Signature]
Zoning Officer



Willow Creek Farm Preserve

Cultivating a Healthy Community

July 3, 2019

Worcester Township
P.O. Box 767
Worcester, PA 19490

Conditional Use Hearing Application Attachments

#5 Property Details:

(g) Size, construction, and use of existing improvements; use of land, if unimproved:

Agriculture on 135-acre farm; Retail Farm Market/Learning Barn Farm Shoppe, 2,240-sqft

#6: Proposed Use(s):

(a) Proposed use(s): and construction: Please provide size, construction and proposed use(s).

Agriculture on 135-acre farm; Retail Farm Market/Learning Barn Farm Shoppe, 2,135-sqft

*Vocational/Classroom Space in back room of Retail Farm Market, 1,274-sqft

*Requesting Conditional Use Hearing as advised by Township Manager, Tommy Ryan, to obtain permission for Back Room of Retail Farm Market Space to be used for **Educational purposes (Vocational/Classroom Space)** in order to generate updated **Occupancy Certificates** for programming related to Fiber arts with our Shetland Sheep, nutrition lessons with farm-grown vegetables, etc.

Please find the attached drawing with the layout of the Use Groups for the Retail Farm Market/Learning Barn Farm Shoppe and Back Room and the calculations for Use Groups for Occupancy is below.

Use Group: (Calculations per IBC)

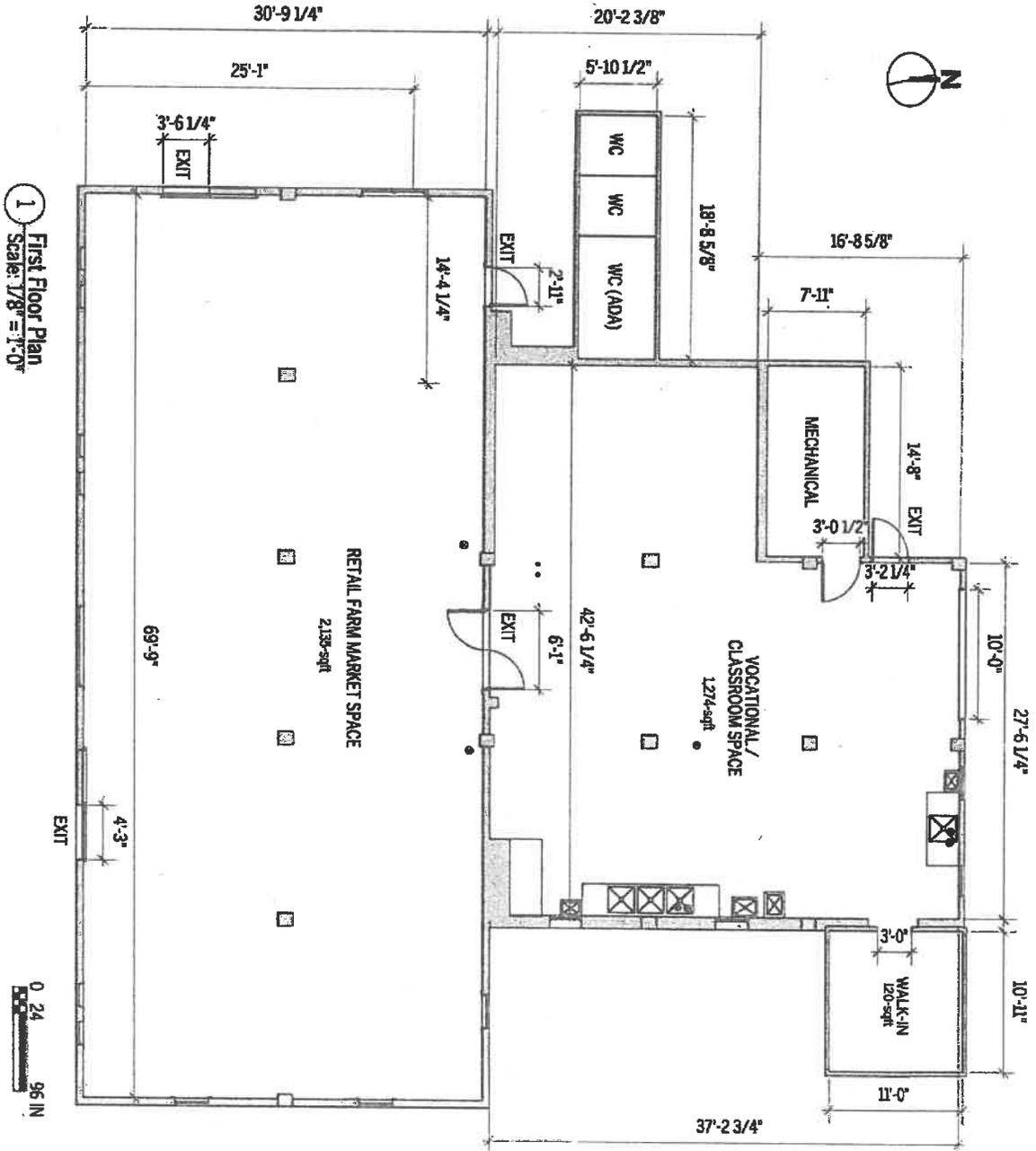
M: Retail Farm Market Space
[2,135-sqft ÷ 20-sqft/occupant = 106 occupants]

E: Vocational/Classroom Space
[1,274 -sqft ÷ 50-sqft/occupant = 25 occupants]

TOTAL = 131 occupants

Restrooms & Egress:

- 3 unisex restrooms serve the building (1 is ADA) in the form of a Montgomery County Health Department approved composting toilet facility for black water (capacity to serve 250 uses daily; 1,500 uses/day intermittent; and 91,250 uses per year). We also have two, 2,000 gallon holding tanks for gray water and a pump and haul agreement with Clemens Septic.
- Ample egress exists in the form of 3 exits serving the front portion of the Retail Farm Market/Learning Barn Farm Shoppe and 2 exits serving the rear portion of the building.



1 First Floor Plan
Scale: 1/8" = 1'-0"

- M: Retail Farm Market Space [2,135-sqft ÷ 20-sqft/occupant = 106 occupants]
 - E: Vocational/Classroom Space [1,274-sqft ÷ 50-sqft/occupant = 25 occupants]
- TOTAL = 131 occupants

**AMENDMENT TO LEASE AND ASSIGNMENT AND ASSUMPTION OF
LEASE WITH CONSENT**

This Amendment to Lease and Assignment and Assumption of Lease with Consent (the "Assignment") is made and entered into as of the 31st day of May, 2018 (the "Effective Date"), by and among Willow Creek Farms, LP, a Delaware limited partnership ("Landlord"), Willow Creek Orchards, LLC, a Pennsylvania limited liability company ("Tenant/Assignor"), and Willow Creek Farm Preserve LLC, a Pennsylvania limited liability company ("Assignee"). Unless specified otherwise, all capitalized terms shall have the same meaning as set forth in the Lease (as defined below).

RECITALS:

- A. Landlord and Tenant/Assignor are parties to a certain Ground Lease dated September __, 2002 (the "Lease"), pursuant to which Landlord leased to Tenant/Assignor approximately 138 acres of land located in Worcester Township, Montgomery County, Pennsylvania (the "Premises"), as more particularly described in the Lease.
- B. Paragraph 34 of the Lease permits amendments to the Lease by a written instrument signed by the parties, and Landlord and Tenant/Assignor desire to amend certain provisions of the Lease and to permit the assignment by Tenant/Assignor to Assignee of the Lease.
- C. Landlord, Tenant/Assignor, and Assignee desire to enter into this Assignment to modify certain terms of the Lease, to effect the assignment of the Lease and to confirm Landlord's consent to Tenant/Assignor's assignment of the Lease to Assignee.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, and with the intention to be legally bound hereby, Landlord, Assignor, and Assignee hereby agree as follows:

1. Lease Amendment.

(a) 

(b) The following is inserted at the beginning of Paragraph 4(c): "Except as otherwise expressly set forth herein with respect to the payment of real property taxes by Landlord,".

(c) Paragraph 14(a) of the Lease is revised in its entirety to read as follows: "Tenant shall not (i) assign this Lease in part or in full, or (ii) enter into a sublease for all or any portion of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned."

2. Assignment. As of the Effective Date, Tenant/Assignor does hereby assign, transfer, set over, convey, and deliver unto Assignee, its successors and assigns, all of the rights, powers, privileges, and interests of Tenant/Assignor in and to the Lease, as hereby amended.
3. Assumption. As of the Effective Date, Assignee hereby assumes any and all duties, obligations, and liabilities and agrees to be bound by and to perform all of the obligations, duties, covenants, and conditions of Tenant/Assignor, as tenant, under the Lease, as hereby amended, from and after the date hereof.
4. Consent to Assignment; Release of Tenant/Assignor. Landlord hereby consents to Tenant/Assignor's assignment of all of its right, title, and interest as tenant in and to the Lease, as hereby amended, to Assignee, and to Assignee's assumption of Tenant/Assignor's right, title, and interest in and to the Lease, as hereby amended, in consideration for Assignee being liable for the performance of each and every term, condition, and obligation of the Lease, as hereby amended, from the Effective Date through its expiration.
5. Binding/Modification/Governing Law. This Assignment: (a) shall be binding upon and inure to the benefit of Landlord, Tenant/Assignor, and Assignee and their respective successors and permitted assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
6. Authority to Bind. Each of Landlord, Tenant/Assignor and Assignee represents and warrants to each other that (a) such party has the full power, capacity, authority and legal right to execute and deliver this Assignment, (b) the person executing this Agreement on behalf of such party has the full right and authority to execute this Assignment on behalf of such party and to bind such party and (c) as of the date set forth beneath such party's signature below, any and all necessary consents or approvals of any third party respecting this Assignment have been obtained.
7. Severability. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
8. Further Assurances. The parties hereto agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered hereafter, any and all such further acts, deeds, documents and assurances as a party may reasonably require to consummate the transactions described in this Assignment.
9. Counterparts/Faxed Signature. This Assignment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents. Counterparts of this Assignment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

10. Notices. All notices to Landlord shall be made in accordance with the terms of the Lease, but to the attention of Andrew H Smith. All notices to Assignee shall be made in accordance with the Lease and shall be addressed to Assignee at: 3215 Stump Hill Rd Collegeville PA 19426.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument to be effective as of the Effective Date.

LANDLORD:

Willow Creek Farms, LP

By: Willow Creek Farms GP, LLC, its general partner

By: 
Name: Andrew Smith
Title: General Partner

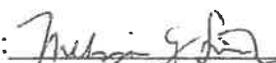
TENANT/ASSIGNOR:

Willow Creek Orchards, LLC

By: 
Name: Andrew H. Smith
Title: Managing Member

ASSIGNEE:

Willow Creek Farm Preserve LLC

By: 
Name: Melissa G. Smith
Title: Authorized Officer

STATE TAX
AFFIDAVIT
FILED

15.00
15.00
3.00
2.00
3.00
10.00
1.50

CORRECTIVE DEED

THIS INDENTURE, dated November 5, 2002, Between Lawrence S. Smith, an individual (hereinafter called the Grantor), of the one part, and Lawrence S. Smith, an individual (hereinafter called the Grantee), of the other part,

BACKGROUND

A. On January 10, 2002, Phyllis H. Pritzer, Lois H. Seeton and Royce Heebner and Sherman H. Heebner, co-executors of the Estate of Florence R. Heebner, deceased, Dorothy W. Heebner, executrix, executed a Deed in favor of Lawrence S. Smith (the "Prior Deed"), which Prior Deed was recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Deed Book 5396, page 1983.

B. The legal description contained in the Prior Deed contained typographical errors.

C. This Corrective Deed is being executed and recorded solely for the purpose of correcting the typographical errors in the legal description contained in the Prior Deed.

WITNESSETH, That the said Grantor for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, more particularly described on Exhibit "A" attached hereto and incorporated herein.

CONTAINING a total tract area of 138.3272 acres more or less or an area of 134.2208 acres more or less exclusive of legal right-of-way areas.

BEING Tax Parcel No. 67-00-01360-00-4.

BEING the same premises which Phyllis H. Pritzer, Lois H. Seeton and Royce Heebner and Sherman H. Heebner, co-executors of the Estate of Florence R. Heebner, deceased, Dorothy W. Heebner, executrix, by Deed dated January 10, 2002 and recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania, in Deed Book 5396, page 1983, granted and conveyed unto Lawrence S. Smith.

UNDER AND SUBJECT to all easements, restrictions and rights-of-way of record to the extent affecting the above premises.

TOGETHER WITH all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and

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demand whatsoever of the Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

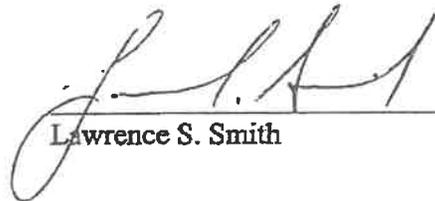
TO HAVE AND TO HOLD the said lot or piece of ground described herein, with the buildings and the improvements thereon erected, the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, to and for the only proper use and behoof of the said Grantee, his heirs and assigns, forever.

UNDER AND SUBJECT as aforesaid.

AND the said Grantor, for himself and his heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns, that he, the said Grantor and his heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against him, the said Grantor and his heirs and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, them or any of them, shall and will, **UNDER AND SUBJECT AS AFORESAID, WARRANT** and forever **DEFEND**.

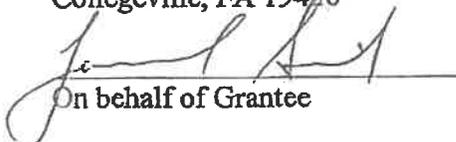
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and official seal dated the day and year first above written.

Sealed and Delivered
in the Presence of Us:


Lawrence S. Smith

The address of the above-named Grantee is:

1415 Kreibel Mill Road
Collegeville, PA 19426


On behalf of Grantee

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF *Philadelphia* :

On this, the 5 day of November, 2002, before me, a Notary Public for the Commonwealth and County aforesaid, the undersigned officer, personally appeared Lawrence S. Smith, before me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Grace M. Sapinosa
Notary Public



EXHIBIT "A"

Ref: #7200-117
January 4, 2002

LEGAL DESCRIPTION
REMAINING LANDS OF NOW OR LATE
LLOYD A. & FLORENCE R. HEEBNER

DESCRIPTION OF ALL THAT CERTAIN tract of land situate in the Township of Worcester, County of Montgomery, Commonwealth of Pennsylvania, being bounded and described in accordance with a Plan of Condemnation and Property Acquisition, Lands of now or late Lloyd A. & Florence R. Heebner, prepared for Worcester Township, as prepared by CKS Engineers, Inc., Doylestown, Pennsylvania, dated November 15, 2001.

BEGINNING at a point being the intersection of the title line of Heebner Road (33 feet wide) and the title line of Hollow Road (33 feet wide); thence from said point of BEGINNING along the title line and partially through the bed of said Hollow Road, being also partially the northwesterly line of Tax Map Block No. 15, Unit 13 and partially within a variable width right-of-way of said Hollow Road S 36° 07' 17" W, 2,019.98 feet to a point, an iron pin found and held for a corner of this and Tax Map Block No. 13, Unit 14; thence along the northeasterly line of said Tax Map Block No. 13, Unit 14, crossing the bed of said Hollow Road N 52° 15' 15" W, 435.19 feet to a point, an iron pin found and held for a corner; thence along the northwesterly line of said Tax Map Block No. 13, Unit 14 S 37° 44' 09" W, 345.19 feet to a point, a corner; thence along the southwesterly line of said Tax Map Block No. 13, Unit 14, recrossing the bed of said Hollow Road S 52° 15' 15" E, 440.83 feet to a point, a corner of this and on the aforesaid title line of Hollow Road; thence along said title line and through the bed of Hollow Road S 37° 07' 10" W, 329.45 feet to a point, a corner of this and in the bed of Stump Hall Road (S.R. 3001) (variable width right-of-way, being 16.5 feet northeast of the title line thereof); thence along said title line and through the bed of Stump Hall Road and crossing the intersections of Hedwig Lane (50 feet wide) and Kreibel Mill Road (33 feet wide) N 52° 14' 40" W, 3,290.17 feet to a point, a corner; thence leaving the bed of said Stump Hall Road and along the southeasterly line of Tax Map Block No. 10, Unit 8 N 36° 40' 56" E, 441.41 feet to a point, a corner; thence along the northeasterly line of said Tax Map Block No. 10, Unit 8 and also the northeasterly line of Tax Map Block No. 10, Unit 57 passing over a concrete monument found and held 194.15 feet from the beginning of this line N 53° 25' 39" W, 579.12 feet to a point, a concrete monument found and held for a corner of this and in the southeasterly line of Tax Map Block No. 10, Unit 46; thence along said southeasterly line N 38° 02' 44" E, 567.86 feet to a point, a field stone found and held for a corner; thence along the southwesterly line of said Tax Map Block No. 10, Unit 46 and also the southwesterly line of Tax Map Block No. 11, Unit 18 passing over a field stone found and held 472.50 feet from the end of this line S 52° 37' 51" E, 977.82 feet to a point, a corner; thence along the southeasterly line of said Tax Map Block No. 11, Unit 18 N 37° 54' 45" E, 821.27 feet to a point, a corner; thence along another southwesterly line of said Tax Map Block No. 11, Unit 18 and partially recrossing the bed of the aforesaid Kreibel Mill Road (46.5 feet wide, being 16.5 feet northwest of the title line thereof) S 52° 16' 22" E, 474.30 feet to a point, a corner of this and on said title line of Kreibel Mill Road; thence along said title line and through the bed of Kreibel Mill Road, the following three (3) courses and distances, to wit: (1) S 38° 02' 49" W, 488.21 feet to an angle point; thence (2) S 38° 46' 49" W, 331.93 feet to an angle point; thence (3) S 42° 24' 49" W, 594.97 feet to a point, a corner; thence leaving the bed of said Kreibel Mill Road and along the southwesterly line of Tax Map Block No. 13, Unit 10 S 52° 50' 31" E, 567.05 feet to a field stone found and held for a

corner; thence along the southeasterly side of said Tax Map Block No. 13, Unit 10 N 37° 23' 25" E, 577.48 feet to a point, a corner; thence along another southwesterly line of said Tax Map Block No. 13, Unit 10, S 53° 22' 00" E, 427.50 feet to a point, a corner; thence along another southeasterly line of said Tax Map Block No. 13, Unit 10 and also along the southeasterly lines of Tax Map Block No. 13, Unit 38 and Tax Map Block No. 13, Unit 37 and crossing the bed of the aforesaid Heebner Road (33 feet wide) N 36° 20' 00" E, 1,282.43 feet to a point, a corner of this and on the title line of Heebner Road; thence along said title line and through the bed of said Heebner Road, being also the southerly line of Tax Map Block No. 13, Unit 28 the following two (2) courses and distances, to wit: (1) S 77° 54' 35" E, 391.53 feet to an angle point; thence (2) S 53° 48' 35" E, 74.25 feet to a point, a corner; thence leaving the bed of said Heebner Road and along the southeasterly line of said Tax Map Block No. 13, Unit 28 N 37° 02' 24" E, 430.11 feet to a point, a concrete monument found and held for a corner of this and on the southwesterly side of a PECO Energy Company right-of-way (Tax Map Block No. 13, Unit 27); thence along said southwesterly side of PECO right-of-way S 55° 35' 34" E, 694.21 feet to a point, a corner of this and Parcel "A" (property to be condemned by Worcester Township); thence along the northwesterly line of said Parcel "A" S 34° 24' 26" W, 311.33 feet to a point, a corner of this and on the northeasterly legal right-of-way line of the aforesaid Heebner Road; thence along said northeasterly legal right-of-way line, the following four (4) courses and distances, to wit: (1) by an arc curving to the right having a radius of 591.50 feet, an arc length of 17.42 feet to a point of tangent; thence (2) S 69° 36' 37" E, 136.94 feet to an angle point; thence (3) S 68° 01' 05" E, 99.42 feet to a point of curve; thence (4) by an arc curving to the right having a radius of 526.50 feet, an arc length of 76.41 feet to a point, a corner of this and on the aforesaid title line of Hollow Road, being in the bed of said Hollow Road in or near the intersection of the aforesaid Heebner Road; thence along said title line of Hollow Road S 36° 07' 17" W, 12.40 feet to the first mentioned point and place of BEGINNING.

CONTAINING a total tract area of 138.3272 acres more or less or an area of 134.2208 acres more or less exclusive of legal right-of-way areas.

BEING all or portions of the Montgomery County Tax Map parcels located in the Township of Worcester and identified as Tax Map Block No. 10, Unit 9 and Block No. 13, Unit 9.

SUBJECT to all rights-of-way, easements, restrictions, covenants, etc. of record including an Easement for Central Schwenkfelder Church as shown on aforesaid Plan of Property Survey.



4259 W. Swamp Road
Suite 410
Doylestown, PA 18902

www.cksenineers.com
215.340.0600

July 29, 2019
Ref: # 7200-189

Township of Worcester
1721 Valley Forge Road
PO Box 767
Worcester, PA 19490-0767

Attention: Tommy Ryan, Township Manager

Reference: Willow Creek Farm Preserve, LLC - Conditional Use Application

Dear Mr. Ryan:

I am in receipt of the Township's memorandum dated July 19, 2019 requesting my review of the conditional use application, 2019-02, submitted for the Willow Creek Farm Preserve, LLC. This application proposed to modify the currently approved uses on the property. The current allowed usage is "Agriculture, Retail Farm Market". The proposed usage is "Agriculture, Retail Farm Market, Vocational/Classroom".

The current farm market operation is contained within an existing 2,240 sq. ft. Retail Farm Market/Learning Barn Farm Shoppe. The proposed use would modify the Retail Farm Market/Learning Barn Farm Shoppe to utilize 2,135 sq. ft. and construct additional vocation/classroom space in the back room of the existing market to add an additional 1,274 sq. ft. The total square footage after the expansion would be 3,409 sq. ft. I have reviewed the letter sent to the Township, dated July 3, 2019 which sets forth the information related to the proposed request to modify the current usage. I have also reviewed the proposed layout associated with the change in use. Based on my review of this information, I offer the following comments:

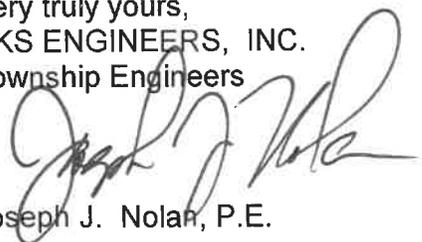
1. On-Lot Sewage Disposal: Based on the information provided, the existing sewage disposal requirements of the site are provided by the County approved composting toilet facilities for the "black water", and two (2), 2,000 gallon holding tanks for the gray water. A Pump and Haul agreement is currently in place for the "gray water". The capacity of the composting facilities allows for 250 uses daily, within an intermittent capacity of 1,500 uses per day. The total capacity of the system is 91,250 uses per year. Based on this information, the existing on-lot sewage disposal facilities appear adequate to handle the proposed disposal needs associated with the 131 occupants projected for the new uses.
2. Parking: The applicant should demonstrate that adequate parking is available to handle the project 131 total occupants, as contained in the application. Section XXII, indicates that for this type of facility, one (1) parking space should be provided for every three (3) occupants. This would require a total of 44 spaces.

July 29, 2019
Ref: # 7200-189
Page 2

3. Hours and Days of Operation: The applicant should provide the proposed hours and days of operation associated with both the farm market and the vocational/classroom space.

The above represents my comments on this application. Please contact me if you have any questions or need any additional assistance.

Very truly yours,
CKS ENGINEERS, INC.
Township Engineers



Joseph J. Nolan, P.E.

JJN/paf

cc: File

**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

VALERIE A. ARKOOSH, MD, MPH, CHAIR
KENNETH E. LAWRENCE, JR., VICE CHAIR
JOSEPH C. GALE, COMMISSIONER



**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

August 5, 2019

Mr. Tommy Ryan, Manager
Worcester Township
1721 Valley Forge Road—Box 767
Worcester, Pennsylvania 19490

Re: MCPC #19-0186-001
Plan Name: Willow Creek Farm Preserve, LLP
(1 lot comprising 135 acres)
Situat: 315 Stump Hall Road
Worcester Township

Dear Mr. Ryan:

We have reviewed the above-referenced conditional use plan as you requested on July, 22 2019. We forward this letter as a report of our review.

BACKGROUND

The applicant, Willow Creek Farm Preserve, has proposed to use the existing back room of the Retail Farm Market/Learning Barn Farm Shoppe for educational purposes. The proposed vocational/classroom space would provide a designated area for the fiber arts programming and nutrition lessons. The rear portion of the building which would house the classes had previously been used as part of the existing farm market open to the public, which is not substantially different from what is being proposed as a conditional use.

The property is located in the township's AGR-Agricultural District and has been preserved through the Montgomery County Farmland Preservation Program.

COMPREHENSIVE PLAN COMPLIANCE

Montco2040 – The proposed zoning text change is generally consistent with the county's Comprehensive Plan, *Montco 2040: A Shared Vision*, which shows the proposed area as a Rural Resource Area. Rural Resource Areas consist of open land with a traditional rural appearance that includes farms, small woodlands, some low density residential homes, and rural villages.



RECOMMENDATION

The Montgomery County Planning Commission (MCPC) supports the applicant's proposal without comment as we have found it to be generally consistent with Montgomery County's Farmland Preservation program. The proposed conditional use does not interfere with the farming, and would not alter the rural appearance of the property.

CONCLUSION

We wish to reiterate that MCPC generally supports the applicant's proposal.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Sincerely,



Claire Warner, Community Planner
cwarner@montcopa.org - 610-278-3755

- c: Willow Creek Farm Preserve, Applicant
- James Ettleson, Esq., Applicant's Representative
- Anthony Sherr, Chrm., Township Planning Commission
- Robert Brant, Township Solicitor
- Joseph Nolan, PE, Township Engineer

**MONTGOMERY COUNTY
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**MONTGOMERY COUNTY
PLANNING COMMISSION**

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311
610-278-3722
FAX: 610-278-3941 • TDD: 610-631-1211
WWW.MONTCOPA.ORG

JODY L. HOLTON, AICP
EXECUTIVE DIRECTOR

August 1, 2019

Tommy Ryan, Manager
Worcester Township
1721 Valley Forge Road
PO Box 767
Worcester, PA 19490-8901

Re: Willow Creek Farm Preserve, LLC – Conditional Use Application

Dear Mr. Ryan-

In anticipation of the August 21, 2019 conditional use hearing for Willow Creek Farm Preserve LLC, I wanted to write on behalf of the Montgomery County Agricultural Land Preservation Board to express that the use being requested – educational purposes – fits within the parameters set forth by the county's farmland preservation program.

The county's program guidelines allow for a variety of "part-time and off-season activities" as long as they are incidental to the primary use of the property for agriculture. The use of the back of the retail facility as a classroom fits as the "provision of services or production and sale, by persons in residence, of incidental agricultural goods, services, supplies, and repairs, and/or the conduct of traditional trades..." The proposed use will be farm-based education, which is a service use and comparable with the intensity of the retail use(s) that previously filled this space. Staff at the planning commission has been pleased to see the farming practices at Willow Creek Farm Preserve become even more productive over the last year or two.

Sincerely,

Anne Leavitt-Gruberger, AICP
Assistant Section Chief of County Planning

Cc: Melissa Smith





McMAHON ASSOCIATES, INC.
425 Commerce Drive, Suite 200
Fort Washington, PA 19034
p 215-283-9444 | f 215-283-9446

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

August 16, 2019

Mr. Tommy Ryan
Township Manager
Worcester Township
1721 Valley Forge Road
P.O. Box 767
Worcester, PA 19490

RE: **Traffic Review #1 – Conditional Use Hearing Application**
Willow Creek Farm Preserve (CUA 2019-02)
Worcester Township, Montgomery County, PA
McMahon Project No. 819626.11

Dear Tommy:

Per the request of the Township, McMahon Associates, Inc. (McMahon) has prepared this review letter, which summarizes our review of the proposed site modifications to be located at the Willow Creek Farm Preserve (3215 Stump Hall Road) in Worcester Township, Montgomery County, PA. It is our understanding that the proposed site modifications will consist of modifying 1,274 square feet of interior space within the existing building from storage/food preparation space to vocational/classroom space that can accommodate approximately 25 persons, and expected to add four additional people to work in the educational space, according to the traffic study. The remaining interior space, which consists of 2,135 square feet of retail farm market space and approximately 800 square feet of accessory office space, will remain in its current use. Access to the development will continue to be provided via the existing driveway to Stump Hall Road (S.R. 3001).

The following documents were reviewed and/or referenced in preparation of our traffic review:

- Conditional Use Application 2019-02, submitted for the Willow Creek Farm Preserve, dated July 3, 2019.
- Traffic and Parking Assessment for the Willow Creek Farm Preserve, prepared by Horner & Canter Associates, dated August 14, 2019.

Based on our review of the submitted documents noted above, McMahon offers the following comments for consideration by the Township and action by the applicant.

1. According to **Section 150-153.B(1)** of the **Zoning Ordinance**, 1 parking space per every 3 occupants is the required amount of parking for the entire site. Based on a maximum capacity of 131 occupants for the site, as contained in the application, 44 parking spaces are required for this site. Currently the site provides a total of 36 parking spaces (30 parking spaces for passenger vehicles and 6 parking spaces for buses), thereby not satisfying the ordinance requirement. The traffic and parking assessment states that if or when found necessary, an additional 8 parking spaces can be provided in the rear of the building adjacent to the existing bus parking, which would bring the total number of parking spaces to 44 and meet ordinance requirements. **It is our professional opinion based on the information provided and view of the site, that we concur that the existing parking supply of 36 parking spaces are sufficient for the site at this time; however, the proposed reserve parking area adjacent to the existing bus parking must remain free of any obstructions, and shown as such on a plan, so that the 8 additional parking spaces can be provided in the future if they become necessary.**
2. The applicant must provide sight distance measurements for the driveway along Stump Hall Road (S.R. 3001) as required by **Section 130-16.E(5)** of the **Subdivision and Land Development Ordinance**. While this driveway is existing, the sight distance to the left and right for vehicles exiting the site, and looking ahead and to the rear for vehicles entering the site must be confirmed, and must be no less than PennDOT minimum safe stopping sight distances. Otherwise, alterations to achieve the necessary sight distance will be required, especially since the site is also being used for the education of children.
3. Since Stump Hall Road (S.R. 3001) is a State roadway, a State Highway Occupancy Permit (HOP) will be required for any modifications to the Stump Hall Road (S.R. 3001) frontage within the right-of-way. The Township and our office must be copied on all plan submissions and correspondence between the applicant and PennDOT and invited to any and all meetings between these parties.
4. According to the Township's Roadway Sufficiency Analysis, the proposed development is located in Transportation Service Area North, which has a corresponding impact fee of \$3,125 per "new" weekday afternoon peak hour trip and the applicant will be required to pay a Transportation Impact Fee in accordance with the Township's Transportation Impact Fee Ordinance. Based on information provided in the traffic assessment, the proposed classroom space may contain approximately 25 students/people and an additional four employees. Assuming that buses or vehicles with the students for the educational classroom will arrive or depart before the weekday afternoon peak hour and the four additional employees are to depart after the end of the camp day (post 4 PM), then the four employees can be expected to generate four "new" trips that would be subject to the transportation impact fee. Providing a credit of four "new" trips for the existing retail use of the space that is to be modified to classroom space, the proposed development can be expected to generate no "new" trips that are subject to the transportation impact fee.

Mr. Tommy Ryan

August 16, 2019

Page 3 of 3

We trust that this review letter responds to your request. If you or the Township have any questions, or require clarification, please contact me or Chad Dixon, AICP.

Sincerely,



Casey A. Moore, P.E

Executive Vice President – Corporate Operations

CAM/CED/BMJ

Attachment

cc: Joseph Nolan, P.E., CKS Engineers (Township Engineer)
Robert Brant, Esq. (Township Solicitor)
James Ettelson, Esq. (Royer Cooper Cohen Braunfeld LLC)
David Horner, P.E., PTOE (Horner & Canter Associates)