



## *Board of Supervisors*

*Frank A. Piliero, Chair - Charles A. Philips, Vice Chair  
Susan T. Bednar - Kevin R. Kuhn - Hugh D. Willig*

Sept. 14, 2020

### **Date of Mailing Notice of Decision:**

September 14, 2020

John A. Jaros, Esq.  
Riley, Riper, Hollin & Colagreco  
717 Constitution Drive  
Exton, PA 19341

Re: Final Conditional Plan Approval  
Devault Packing Company, Inc. d/b/a Devault Foods  
Charlestown Township, Chester County

Dear Mr. Jaros:

As required by Section 508 of the Pennsylvania Municipalities Planning Code, this correspondence will serve to memorialize the decision rendered by the Board of Supervisors on September 1, 2020, conditionally approving the final land development plan application of Devault Packing Company, Inc. d/b/a Devault Foods for property located One Devault Lane, Devault, PA 19355, further identified as Tax Parcel Number 35-4-123.

The conditions of final land development approval are set forth below. Preliminarily, as to each of these conditions, it is the understanding of the Board of Supervisors that each of these conditions is fully acceptable to the applicant based upon communications and discussions which occurred during the meeting of the Board of Supervisors, at which the decision was rendered on the subdivision plan approval.

The plan as referenced in this correspondence is identified as the Final Land Development Plan prepared by Light-Heigel and Associates, Inc. dated June 2, 2020, last revised August 7, 2020, consisting of 16 sheets (sheets 1-16) and sheets 17-22, dated June 2, 2020, with no revision date" (the "Original Plan").

The Applicant shall comply with the following conditions of final plan approval.

#### **BACKGROUND RECITALS**

1. Devault Packing Company, Inc. d/b/a Devault Foods ("Devault Foods") is the owner of an approximate 19 gross acre property located at One Devault Lane in Charlestown Township (the "Property").
2. Devault Foods is a meat processing and storage/warehousing facility.
3. Devault Foods officially opened in 1949 and has grown over the years to its present 98,000 sq. ft. meat production and processing facility on the Property.

4. On June 6, 2005, Charlestown Township approved a preliminary land development plan which proposed an expansion of the plant facility. In or about that same time, Devault Foods obtained conditional use approval from Charlestown Township to develop certain steep slopes on the Property in conjunction with its preliminary land development plan.

5. The zoning of the Property at the time of preliminary land development plan approval in June of 2005 was LI-2 (Limited Industrial-2 District).

6. Since that preliminary land development plan approval in June of 2005, Devault Foods continued to request, and receive, written extensions of time from Charlestown Township within which to file the final land development plan in conjunction with the formerly approved preliminary land development plan.

7. On May 4th of 2020, at a regularly scheduled meeting of the Charlestown Township Supervisors, Charlestown Township informed Devault Foods that it would no longer grant extensions to file the final land development plan for the plant expansion. Shortly thereafter, on June 2, 2020 Devault Foods filed its final land development plan application with Charlestown Township via engineered plans prepared by Light-Heigel and Associates, Inc. dated June 2, 2020 (the "Original Plan").

8. During the regular Township meetings related to the land development review process of the Original Plan, Devault Foods became aware of issues allegedly emanating from the facility relating to noise, lighting and odor raised by residents of a nearby traditional neighborhood development community known as "Spring Oak" that was approved and recorded in 2014.

9. Devault Foods took the position that it had certain vested rights in its existing plant and plant expansion and was also aware of a public offering statement provided to all homeowners within the Spring Oak development that acknowledged they were moving into a development next to an existing meat processing and storage/warehousing facility.

10. Nevertheless, in a good faith attempt to try and address the issues raised by those nearby residents of Spring Oak, Devault Foods developed an alternate plan of its proposed plant expansion which was illustrated and depicted on a colored rendering prepared by Light-Heigel and Associates, Inc., dated August 7, 2020 (the "Alternate Plan").

11. The Original Plan was recommended for conditional approval by the Township Planning Commission at its regular meeting on August 11, 2020. In addition, at that same meeting, the Alternate Plan was endorsed by the Township Planning Commission.

**NOW, THEREFORE**, at its regular scheduled meeting on September 1, 2020 Charlestown hereby approves the Original Plan filed by Devault Foods, as revised, subject to the following conditions:

1. Compliance by Devault Foods to the following review letters issued by the Township consultants:

- a. Theurkauf Design & Planning, LLC, dated June 17, 2020;
- b. Advanced GeoServices, dated August 30, 2020;
- c. Thomas Comitta Associates, Inc., dated August 31, 2020;
- d. Chester County Planning Commission, dated July 1, 2020; and
- e. Traffic Planning and Design, Inc., dated July 13, 2020.

2. The payment by Devault Foods of any outstanding review fees, pursuant and subject to the procedure set forth in Section 503 of the Pennsylvania Municipalities Planning Code, including, but not limited to, professional consultants, engineering review and reporting, legal documentation preparation and submittal, legal services, incurred by the Township, within thirty (30) days after invoicing.

3. Devault Foods shall, as a condition of final plan approval, document that they have secured all necessary permits and approvals from outside agencies whether or not noted above, including approval by the Chester County Conservation District of Erosion and Sedimentation Control Plans, the issuance of any necessary sewage planning by the Department of Environmental Protection and Valley Forge Sewer Authority prior to the issuance of any building permit related to the plant expansion.

4. Devault Foods files with Charlestown Township the "Alternate Plan" as more specifically set forth hereinafter.

5. In lieu of proceeding with the Original Plan, and within six (6) months of the date of this letter, Devault Foods agrees that it will file with Charlestown Township a fully engineered combined preliminary/final plan in accordance with Township Ordinances, or any vested right to non-conformities or prior zoning approvals, and in conformity with the design of the Alternate Plan which was prepared by Light-Hegel dated 9/1/20 which is attached and incorporated herein as Exhibit "A".

6. Devault Foods agrees that there shall be no development to the east of the proposed parking lot shown on the Alternate Plan.

7. If Devault Foods fails to receive approval of the Alternate Plan from Charlestown Township with conditions acceptable to Devault Foods, within ninety (90) days after the filing of the Alternate Plan by Devault Foods in accordance with Township ordinances, or the Alternate Plan approval is appealed by Charlestown Township or any resident possessing legal standing to bring such a timely appeal, Devault Foods shall have the right to record and proceed with the Original Plan subject to conditions set forth in Paragraphs 1-3 above. If the Alternate Plan is approved by Charlestown Township as set forth herein, and no appeal is taken, Devault Foods agrees the approval of the Original Plan shall be null and void and it will not pursue or record the Original Plan but will record and pursue construction of the Alternate Plan.

8. Agreement to these conditions shall be binding upon Devault Foods and its successors and assigns.

Very truly yours,

CHARLESTOWN TOWNSHIP

By:   
Linda M. Csete

The above conditions are accepted and  
agreed to this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Devault Packing Company, Inc. d/b/a Devault Foods

By: \_\_\_\_\_

Enclosures

cc: Board of Supervisors  
Linda M. Csete  
Daniel T. Wright, P.E.  
Gary Bender, Esq.