

## **Chatham Park-Pittsboro Development Agreement Talking Points**

The Development Agreement between Chatham Park Investors (CPI) and the Town of Pittsboro would cover 40 years and ALL of CP's current 7091 acres, and even allow more land to be pulled in under the agreement in the future. All the perks seem to be for Chatham Park, with many costs and uncertainties falling on Pittsboro. It would lock the Town into an agreement far into the future, despite changes that driven by climate change, the economy, water shortages, and more.

### **Important questions and concerns:**

#### **1. Does Chatham Park live up to the stated benefits it's supposed to provide (Section 3.8)?**

We strongly disagree that CPI is doing enough to protect "natural resources and environmentally sensitive property within the Property" or "minimization of adverse off-site impacts".

- The Tree Protection, Open Space and Stormwater Elements are NOT sufficient to protect natural areas, wildlife habitat, forest cover and waterways, and will lead to degradation of the Haw River.
- Minimization of adverse off-site impacts has already been contradicted by violations of sediment erosion rules by current development within Chatham Park, and muddying of streams and the Haw River off site.
- Chatham Park's secretive stormwater scoring system has yet to be tested by large scale dense development. No agreement should be signed that prevents the Town from enforcing stricter standards to protect water quality and prevent flooding. The agreement must include authority for the Town to limit further development in a sub-watershed if either the "score" gets too high, monitoring in that sub-watershed shows excess nutrients, or there is repeated downstream flooding of other properties or properties in Chatham Park.

#### **2. Should the Town approve a Development Agreement for ALL 7091 acres of Chatham Park (and possibly other land they own) when the following have not fully taken place yet?**

- The important Affordable Housing Element still has not been approved.
- The North Village Small Area Plan has not been approved yet, and still has revisions the public has not seen (such as question about allowing timbering on CP land that does not have approved site plans).
- Plans for the larger South Village area, almost 5,000 acres, have not yet been submitted and approved, nor will they be anytime soon. How can a Development Agreement include approval of a development that has 2/3 of its land unplanned for, including the infrastructure?
- There is no plan for sewage treatment for the southern 2/3 of the total area covered by the Agreement - will Pittsboro have to prioritize sewer for Chatham Park over other areas and redevelopment within town?

#### **3. The Development Agreement could and should be limited to the area of the North Village, and for the fifteen years that CPI claims it will take to fully develop there.**

- Consider how much the world has changed since 1981. It would be unrecognizable by 2061. The needs of both the Town and the developers will be drastically different.
- In addition, the Development Agreement tries to supply the required details through other documents, some of which are not yet approved, and some of which don't exist.

**3. Development Agreements (under NC statute) should have benefits to the Town, as well as the developer. CPI is getting vested rights for decades, and would be shielded from future, more stringent, changes in Town regulations. What is the Town getting in return?**

- Under NC GS 160D-1006 (a)(4) the Development Agreement should have development schedules and performance standards that are tied to the need for facilities. The Town should not be asked to build parks, amenities and other structure before new tax-paying residents of Chatham Park are actually living there. This puts the burden on the existing very small tax base of Pittsboro.
- Will the Town be committing to building water and sewer infrastructure without guarantees that development will be built in those locations to reimburse those costs?
- A strong selling point CPI made to get its Master Plan approved by Pittsboro was the idea of a “live, work, play” community, but there is no commitment in this Development Agreement for any percentage of non-residential (commercial, office, light industry, etc) to be built before residential.
- Section 4.6 (d) (p.11) states that the Town will be responsible for all stormwater “pipes and drains” in street rights of way, even though in many locations the stormwater will be draining from impervious surfaces on private property, not just in the street itself.
- (Section 4.8 (c), p.12): The Development Agreement would entitle CPI to have “expedited” review of all its plans and permits. This is not in the Town’s or future Chatham Park residents’ best interest.

**4. Even more acreage could be added to the Development Agreement!**

Section 4.10 (p.13) “Amendment, Modification or Extension of the Agreement Term,” includes provisions for adding acreage to that already covered by the agreement, and if done in small enough increments it needn’t even involve approval by the Town Board. Would that acreage have to go through re-zoning and be subject to Pittsboro’s UDO or not?

**This Development Agreement needs to be put on hold until all these questions and serious issues have been addressed. A Development Agreement should be written only for the North Village area of Chatham Park, and only after the North Village Small Area Plan is revised and approved.**