

# WESTTOWN TOWNSHIP

1039 Wilmington Pike  
West Chester, PA 19382  
610-692-1930  
Email: [administration@westtown.org](mailto:administration@westtown.org)

Post Office Box 79  
Westtown, PA 19395  
FAX 610-692-9651  
[www.westtownpa.org](http://www.westtownpa.org)

## AGENDA

### Westtown Township Board of Supervisors Regular Meeting

Monday, November 18, 2019 - 7:30 PM

Westtown Township Municipal Building  
1039 Wilmington Pike, Westtown

- I. **Call to Order**
- II. **Approval of Board of Supervisors Meeting Minutes – November 4, 2019**
- III. **Summary of Board of Supervisors Executive Session – November 11, 2019**
- IV. **Summary of Board of Supervisors Workshop – November 18, 2019**
- V. **Departmental Reports**
  - A. Westtown East Goshen Police – Chief Brenda Bernot
  - B. Parks & Recreation Commission – Allison Corcoran
  - C. Planning Commission – Kevin Flynn / Steve Rodia
  - D. Manager’s Report - Rob Pingar
- VI. **Public Comment (Non-Agenda Items)**
- VII. **Old Business**
  - A. Oakbourne Mansion Exterior Repairs Project – Request for Payment No. 2
  - B. Tyson Park Phase 2 Improvements - Request for Payment No. 3 / Final
  - C. Oakbourne Road Bridge Reconstruction Project - Request for Payment No. 3
  - D. Arborview Commercial Property – Escrow Release No. 1
  - E. Ordinance 2019-08, Sewer Rates – Authorize Advertisement
- VIII. **New Business**
  - A. Resolution 2019-11 - PA Small Water and Sewer Program Grant Application, Pleasant Grove Pump Station Force Main Replacement Project
  - B. Resolution 2019-12 - PA Small Water and Sewer Program Grant Application, Ponds Edge Road Sewer Repairs Project
  - C. Resolution 2019-13 - Orvis Way Right-Of-Way Dedication
  - D. Orvis Way Maintenance Agreement
  - E. Ordinance 2019-07 - Orvis Way Speed Limit, Authorize Advertisement
- IX. **Announcements**
  - A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing – 6:00 PM, Wednesday December 18, 2019 at Rustin High School.
  - B. Toll Brothers/Crebilly Farm II Special Planning Commission Meeting – 7:00 PM, Wednesday November 20 at Westtown Township, Stokes Meeting Hall.
  - C. Westtown Parks & Recreation Winter Festival – 10 AM to 1 PM Sunday, December 8 at Oakbourne Mansion
- X. **Public Comment (All Topics)**
- XI. **Payment of Bills**
- XII. **Adjournment**

## **How to Engage in the Public Comment Sections of a Township Meeting**

### **Public Comment is heard at three (3) different points during the meeting:**

1. **BEFORE OLD BUSINESS** - The public is permitted to make public comment on any matter not on the agenda. This comment period is subject to the time constraint in (d) below
2. **PRIOR TO** any action on a motion on an Agenda item. Public Comment at this stage is limited to the item under discussion (e.g. it is not appropriate to initiate a discussion on police services if the body is acting upon a sewer issue).
3. **AFTER NEW BUSINESS.** - Public Comment is open to any legitimate item of business which can be considered by that Township Board/Commission (e.g. Planning Commission can discuss issues having to do with plan reviews, but cannot discuss why the Township does not plow your street sooner. Supervisors can discuss nearly every issue).

### **How to make a comment to any Township Board/Commission:**

- a. The Chair will announce that the Board/Commission will now hear public comment, either on a specific issue or generally.
- b. You must then obtain recognition from the Chair prior to speaking.
- c. Once you have the floor, state your name and address for the record.
- d. You may then make your comment or ask your question. You will have three (3) minutes to make your statement, unless the Chair has announced otherwise, so please come prepared!

# WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown

Monday, November 4, 2019 – 7:30 PM

In attendance were Chair Scott Yaw, Vice Chair Mike Di Domenico, Police Commissioner Carol De Wolf, Township Manager Rob Pingar, Public Works Director Mark Gross, Historical Commissioner Paul Mullin, and Township Solicitor Pat McKenna. There were 18 guests.

## **I. Call to Order**

Mr. Yaw called the meeting to order at 7:35 PM and led the Pledge of Allegiance. He asked if anyone was recording the meeting. No one responded. He also announced that the township is a polling place, and poll workers will be arriving during the meeting to set up the voting machines for election day tomorrow.

## **II. Approval of Minutes (October 7, 2019)**

Ms. De Wolf made a motion to approve the October 7, 2019 Board of Supervisors meeting minutes. Mr. Di Domenico seconded the motion. Ms. De Wolf requested a change under Old Business, A. NPDES MS4 Stormwater Management Program Update. She wanted to clarify that she requested the detail for the project estimates in the proposed implementation schedule.

There was no other comments and the motion was unanimously approved with the above changes.

## **III. Summary of Board of Supervisors Executive Sessions – October 28 & 30, 2019**

Mr. Yaw reported that at the October 28 Executive Session the Board discussed personnel and the police union contract and arbitration.

The October 30 Executive Session was a joint meeting with the East Goshen Township Board of Supervisors regarding the police union contract and arbitration.

There were no comments or questions on the executive sessions.

## **IV. Workshop Meeting Summary (November 4, 2019)**

Mr. Yaw reported that the Board held an Executive Session to discuss legal matters. There was no public workshop session. There were no comments or questions on the workshop.

## **V. Departmental Reports**

### **A. Public Works (PW) – Mark Gross**

Mr. Gross reported that most of the township's major construction projects affecting traffic have been completed. The 2019 Road Program finished under budget. The Oakbourne Road Bridge has been reopened despite a few drainage issues that will need to be addressed in the next couple of weeks. The road crew took advantage of the road closures and elevated trees on E. Pleasant Grove Road and Oakbourne Road down to the bridge.

Mr. Di Domenico asked if E. Pleasant Grove Road is now open. Mr. Gross replied that it is currently open, but Aqua has not finished the project. They have had issues chlorinating the new pipe. Once they achieve acceptable bacteria levels, they will tie in the neighborhoods and houses serviced by that water main. They expect to have that done in the next few weeks. The road will be closed intermittently.

Tyson Park Phase II improvements, including the walking trail, additional trees, and parking area, have also been completed. At Oakbourne Park, the mansion exterior restoration project has progressed quickly due to fair weather, but painting will be impacted as temperatures drop.

In the Wastewater Department, four pumps in the Chester Creek Wastewater Treatment Plant were removed after annual servicing by the manufacturer found them to be defective. Three will be repaired and one has to be replaced. Mr. Gross explained that the plant is about 15 years old, so pump replacements and repairs are to be expected.

The township also took delivery of a new dump truck on Friday, which will be added to the plowing fleet.

Looking ahead, the mansion exterior project will wrap up in late December, weather permitting, and a gate will be installed at the Oakbourne Fields entrance to keep vehicles out during the winter, as it becomes a popular place for doing donuts. Ms. De Wolf asked how much the gate would cost. Mr. Gross replied \$1300.

There were no other comments or questions.

**B. Historical Commission (HC) – Gail Guterl**

Mrs. Guterl reported that the HC and West Chester University (WCU) Archeology students continue to make interesting finds as they work on the Huey ruins on S. New Street. She said the HC is hoping to meet with the Board regarding the Shiloh AME cemetery, which holds the remains of 12 veterans of the Civil War who served with U.S. Colored Troops. Mrs. Guterl stated that the Westtown History Book has grown to almost 300 pages, and is currently being edited. The HC hopes to get it on the township website by the end of the year, and perhaps publish it online. Finally, the HC is still working with the Chester County Planning Commission on the Brandywine Battlefield Roadside Marker program. The markers are free to the 15 townships that have a connection with the Battle of the Brandywine.

There were no comments or questions.

**C. Planning Commission – Jack Embick**

Mr. Embick stated that the PC has been focused on the Toll Brothers/Crebilly Farm II Conditional Use (CU) application. The October 21 meeting dealt with traffic issues. Mr. Embick stated that the next special meeting of the PC on the Toll Brothers application will be held at 7:30 on Thursday, November 7 at Stetson Middle School. The regular meeting of the November 6 PC meeting has been cancelled.

Mr. Embick reported that at the October 23 PC meeting, the PC reviewed a proposal by Christian Brothers Automotive for an auto repair shop at 1036 Wilmington Pike. The project would require a special exception as well as Zoning Hearing Board review of several variances.

**D. Solicitor's Report – Pat McKenna**

Mr. McKenna stated that his office has handled a number of Right to Know requests, ordinance amendments, and enforcement actions for the township. They also prepared curb agreements for Rustin Walk, as well as a traffic signal easement agreement for Westtown Business Center signal. His office has also continued work on the Toll Brothers/Crebilly Farm II CU application.

There were no comments or questions.

**E. Manager's Report – Rob Pingar**

Mr. Pingar reported on the Sunoco/Mariner East 2 and 2X pipelines, stating that the pilot hole for the 20" pipe is 82% complete. For the Cavanaugh Court to East Goshen Township pipeline

segment, the 30" ream is 66% complete. This will be followed by a 42" ream, then the double pull of the 16" and 20" pipes which is estimated to be complete by the end of 2019. If Energy Transfer Partners (ETP) decides to not do a double pull, then a second hole will be needed and the project will go to the fall of 2020 or later.

On other matters, Mr. Pingar reported the Oakbourne Road Bridge opened on October 30<sup>th</sup>. The Oakbourne Park sign is fully functional and will be used to post township meetings and events. Mr. Pingar stated that he attended a meeting at Carolyn Comitta's office with PennDOT representatives regarding Rt. 202/926 turn lane intersection improvements. The project has been stalled due to the inability to get clearance from the Pennsylvania Historic and Museum Commission (PHMC) because of the historic inn at the corner. In closing his report, Mr. Pingar stated that tomorrow is Election Day, and although the township building is a polling place, the township office will remain open.

Mr. Di Domenico asked about the Rt. 202/926 improvements. Mr. Pingar stated these are turn lane improvements that have been slated for several years. He added that PennDOT is going out to bid for adaptive signal technology on Rt. 202 from Matlack Street to Route 1.

There were no other comments or questions.

#### **VI. Public Comment (Non Agenda Items)**

Sean Flynn (1047 Preserve Lane) requested an update on the curb agreements, which the township solicitor addressed in his report earlier. Mr. Flynn also wanted to bring to the Board's attention that the common space behind 1047, 1049, and 1051 Preserve Lane does not appear to be graded according to the plan.

Amelia Maurizio (603 Stockton Court) asked about the status of the petition submitted to the Board in August to have the noise standards reviewed and lowered. Mr. Yaw stated that the Board received the petition, but explained that changing the current noise ordinance would not allow to the Board to apply new standards to a prior non-conforming use, such as the Quaker Ice Hockey Rink. Mr. McKenna, township solicitor, confirmed that an ordinance amendment cannot be applied retroactively to a pre-existing use. Ms. Maurizio stated that she was told in a prior meeting over a year ago that no one would be grandfathered.

Ms. Maurizio also asked for a summary of the meeting between the township and Quaker Ice Hockey representatives in October. Mr. Yaw replied that the objective of the meeting was to determine what kind of neighbor the rink intended to be. He stated that he let them know that even if they were able to reduce the noise from the chiller down to 54 decibels from inside the homes of Green Lane Village residents, it would likely be insufficient if the neighbors decided to bring a Private Nuisance Claim against the rink. Mr. Yaw explained that the township cannot file this type of complaint, but private citizens can use this avenue to put pressure on the rink to address the noise. Ms. Maurizio voiced her disapproval that this would be left to the residents to resolve, and that the noise issue was not addressed by Zoning Hearing Board's (ZHB) decision. Ms. Maurizio also expressed her frustration that the rink is permitted to continue construction of a restaurant on the second floor despite outstanding noise complaints.

Mr. Yaw told Ms. Maurizio that the Board understands the situation and is committing resources on the issue, but he was not at liberty to discuss township litigation. Mr. McKenna added that the problem the township faces is that the period to appeal the ZHB decision has passed. Mr. McKenna stated that he is reviewing the representations made by the rink during the ZHB hearing. He explained that Mr. Yaw mentioned filing a Private Nuisance Claim because it may have more teeth than the legal remedies the township is limited to under the Zoning Ordinance.

Phil Anderson (101 Hidden Pond Way) asked about the status of plantings in the jug handle. Ms. De Wolf stated that she suggested pursuing grant opportunities, but the township would be looking to next year, as she was not aware of any grants at this time. Mr. Anderson stated there is a sign on Pleasant Grove Road prohibiting trucks except for local delivery, but Orvis Way is not

similarly signed. He asked how trucks will know they are not allowed on Pleasant Grove Road. Mr. Pingar suggested that the sign on Pleasant Grove should be removed. Ms. De Wolf disagreed.

Mr. Anderson asked who wrote the 2015 Conditional Use decision for the Fair Share application. Mr. McKenna stated that his office prepared the decision. Mr. Anderson asked how many days the township has to respond to a Right to Know (RTK) request. Mr. McKenna stated that a response must be made within five business days, unless an extension is authorized for 30 additional days.

John Ryan (600 Tunbridge Road) stated that the noise from the Quaker Ice Rink has continued for 418 days. He accused the township of giving "lip service" to their concerns. Mr. Ryan scoffed at the idea that the residents should get their own attorneys to deal with the situation. Mr. Yaw reiterated that filing a Private Nuisance Claim as a private citizen may have more teeth than the legal remedies available to the township. Mr. Yaw stressed that the aim of this suggestion was to apply as much pressure on the rink as possible to address the noise complaints.

Mr. Ryan then asked if any of the supervisors have visited the rink between midnight and 6am. Mr. Di Domenico agreed that the noise was very loud and expressed that he wanted to issue a cease and desist order to the rink, but was informed that this was not possible. He sympathized that the process to address the noise is slow, but assured Mr. Ryan that since the Board was informed of the matter in September, they have been exploring every avenue available to them.

Mr. Ryan claimed the rink has violated their special exception by allowing kids to practice and gather in the parking lot. He urged the township to file an injunction against the rink for this and other violations. Ms. De Wolf commented that the township is building a case against the Quaker Ice Rink and cannot move forward without taking all the necessary steps and gathering sufficient data/evidence. Mr. Ryan asked how it was possible that their complaints took over a year to come to the attention of the Board. Ms. De Wolf replied that this situation demonstrates the need to review internal procedures for ordinance violations.

Diana Rickards (1057 Preserve Lane) stated that the detention basin behind her home is not functioning properly. She also asked the status of the widening of the driveways in the subdivision and about the grading. Mr. Pingar stated that he has spoken with the township engineer and that any grading inconsistencies with the approved plans must be addressed before the township will take dedication of the public improvements in the subdivision. Mr. Pingar stated that he would also have the township engineer inspect the basin. Regarding the driveways, Mr. Pingar stated an agreement is being drafted that would have to be signed by contractor, the builder, and the township. He could not say how soon that will be finalized.

Abhay Borwankar (614 Tunbridge Road) stated that he and his wife visited Ice Line. The nearest house is 700 feet away. Mr. Ryan is 250 feet from the Quaker Rink. He also visited IceWorks in Aston. Their chiller unit is entirely enclosed and the noise was barely the level of an idling engine. His point was that the Quaker Rink could be a better neighbor. He also stated that he attended the ZHB hearing, and that during the hearing it was stated that the rink could not have any commercial enterprise in it, such as a pro shop, so he asked how they can be permitted to construct a restaurant/bar. Mr. McKenna stated that if township code permits it, then it can be done. He stated that he has ordered transcript of the ZHB hearing and will review the representations made in the hearing. Mr. McKenna said the township has to build their case. Mr. Borwankar then stated that the ice rink has banned Green Lane Village residents from their parking lot. Mr. McKenna stated it is private property and it is their right to do that.

Anita Owen (1027 Preserve Lane) asked for an update on the punch list items and when dedication may occur. Mr. Pingar could not provide an estimate on when the developer may finish. Mr. McKenna added that some of the punch list items cannot be completed during the winter, and it is not unusual for it to take time for final dedication.

Clare Bingman (605 Stockton Court) said he wears hearing aids and the noise from the chiller falls into the frequency range enhanced by the hearing aid, so he cannot wear them at home, which is a major impact on his life. Second, he said he called the township about the need for a left turn signal on Rt. 926 eastbound at Rt. 352. He expressed frustration that the township told him to call PennDOT, but PennDOT told him to call the township. Mr. Pingar clarified that although the signal is at the intersection of two state owned roads, the township owns and maintains the signal under permit by PennDOT. He said the township is hoping to make improvements at that intersection in 2020. Lastly, Mr. Bingman requested that the township hold a free shred event.

Bill Chesko (1025 S. Concord Road) said he thinks people are going to run into the curb that was added on the west side of the Oakbourne Bridge. Mr. Pingar said he would look at it. Mr. Chesko then requested that the message board on the park entrance sign be used to encourage people to vote, and also asked that the brightness be reduced.

Michael Chiodo (1014 Preserve Lane) asked who determines the speed in the development, stating that delivery trucks speed through the neighborhood. Mr. Pingar stated that the statutory speed limit for a residential zone is 25 MPH. Mr. Chiodo also wanted to reiterate the issue with the driveways. He said he is on the board of the Rustin Walk homeowner's association (HOA), and wanted to make sure the township was aware that the developer is threatening he will not plow the neighborhood this winter. Mr. Pingar stated the township is working to resolve the issue.

There were no additional public comments or questions.

## **VII. Old Business**

### **A. Oakbourne Mansion Exterior Repairs Project - Request for Payment No. 1**

Mr. Yaw stated that Linn Architects evaluated the invoice submitted by R.C. Legnini Company, Inc. for work completed on the Oakbourne Mansion Exterior Repairs Project, and recommended payment in the amount of \$60,363.00, which reflects 10% retainage. Mr. Yaw made a motion to ratify the payment. Mr. Di Domenico seconded the motion. There was no discussion and the motion was unanimously approved.

### **B. Oakbourne Road Bridge Reconstruction Project - Request for Payment No. 2**

Mr. Yaw stated that Carroll Engineering evaluated the invoice submitted by Road-Con, Inc. for work completed on the Oakbourne Road Bridge Replacement Project, and recommended payment in the amount of \$310,596.06. Mr. Yaw made a motion to ratify the payment. Mr. Di Domenico seconded the motion. There were no discussion and the motion was unanimously approved.

### **C. Tyson Park Phase 2 Improvements - Request for Payment No. 2**

Mr. Yaw stated that McCormick Taylor evaluated the invoice submitted by Lechmanik, Inc. for work completed as part of the Tyson Park - Phase 2 Improvements, and has recommended payment in the amount of \$100,575.00, which reflects 10% retainage. Mr. Yaw made a motion to approve the payment. Mr. Di Domenico seconded the motion. There was no discussion and the motion was unanimously approved.

## **VIII. New Business**

### **A. Westtown Veterans Memorial – Bid Results**

Mr. Yaw explained that four bids to construct a Veterans Memorial at Oakbourne Park were received on October 14, 2019. The low bidder was Land-Tech Enterprises at \$318,700.00. Mr. Yaw made a motion to reject all bids for the Westtown Veterans Memorial project, considering that all bids greatly exceeded the \$100,000 budgeted for the project. Mr. Di Domenico seconded

the motion. Mr. Yaw stated that the project began before he was on the Board, and he could not justify voting in favor of a project of this scope. He stated that the project will not be re-bid at this time. The Board will evaluate options for recognizing Westtown's veterans. There was no further comment and the motion to reject all bids was unanimously approved.

**B. Resolution 2019-09 - Master Equipment Lease/Purchase Agreement**

Mr. Yaw explained that as part of the Master Agreement with BB&T Commercial Equipment Capital Corp for the lease/purchase of a 2020 International Truck for the Public Works Dept. approved in the 2019 adopted budget, the Board is required to pass a resolution authorizing the acquisition of the vehicle and authorizing the township Director of Finance to execute the agreement. Mr. Di Domenico made a motion to approve Resolution 2019-09 authorizing the Master Equipment Lease/Purchase Agreement between BB&T Commercial Equipment Capital Corp. and Westtown Township and authorizing Director of Finance, JoAnne Grube, to execute the agreement. Ms. De Wolf seconded the motion. Someone in the audience asked the cost. Ms. De Wolf stated the first payment is \$47,112.09. Mr. Pingar said it is a 3-year lease, so the total cost is about \$150,000. There was no further discussion and the motion was unanimously approved.

**C. Resolution 2019-10 - Rt. 3 & Rt. 352 Traffic Signal, Authorizing Application to PennDOT**

Mr. Yaw stated that the township is upgrading the traffic signal at the Rts. 3 & 352 / Cavanaugh Court intersection. PennDOT will issue a new traffic signal permit for this intersection and requires Westtown to adopt a standard resolution authorizing the Township Manager to sign the application. Mr. Di Domenico made a motion to approve Resolution 2019-10 to authorize the Township Manager to sign and submit to PennDOT the Application for Traffic Signal Approval for the Rt. 3 / Rt. 352 / Cavanaugh Court intersection. Ms. De Wolf seconded the motion. There was no discussion and the motion was unanimously approved.

**IX. Announcements**

Mr. Yaw made the following announcements:

- A. Toll Brothers/Crebilly Farm II Special Planning Commission Meetings** – 7:30 PM, Thursday, November 7, 2019 and 7:00 PM Thursday, November 21, 2019 at Stetson Middle School.
- B. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing** – 7:00 PM, Tuesday, November 19, 2019 at Rustin High School.

**X. Public Comment on All Topics**

There was none.

**XI. Payment of Bills**

Mr. Di Domenico made a motion to approve the General Fund bills of \$598,674.74, Waste Water Fund bills in the amount of \$27,498.75, and Capital Projects Fund bills in the amount of \$371,835.55 for a total of \$998,009.04. Ms. De Wolf seconded the motion. There were no questions or comments, and the check registers were unanimously approved.

**XII. Adjournment**

Ms. De Wolf made a motion to adjourn the meeting. Mr. Yaw seconded the motion. The motion was unanimously approved and the meeting adjourned at 9:22 PM.

Respectfully submitted,

Robert Pingar, Township Manager



# WESTTOWN TOWNSHIP PLANNING COMMISSION – SPECIAL MEETING #3 – Toll Bros. CU Application Crebilly Farm II

## MEETING MINUTES

Stetson Middle School  
1060 Wilmington Pike, Westtown Township  
Monday, November 7, 2019 – 7:30PM

### **Present**

Commissioners – Elaine Adler was absent, all other Planning Commission (PC) members were present. Also present were Planning Director, Will Ethridge, PC Solicitor, Kristin Camp., Esq., Township Stormwater Consultant Robert Flinchbaugh, Township Engineering Consultants Sandy Martin and Dylan Drumm, and Township Planning Consultant John Snook.

### **Call to Order and Pledge of Allegiance**

Mr. Pomerantz called the special meeting to order at 7:35 PM. He led those present in the Pledge of Allegiance.

### **New Business**

1. **Westtown Township Planning Commission** – Mr. Pomerantz and Mr. Hatton provided a brief summary of the planning commission's mandate, structure and role of the PC, planning and development process, conditional use application process, history of applications for the development of the Crebilly Farm, past recommendations provided by the PC, and the rules of conduct for the meeting. Mr. Pomerantz stressed that the role of the PC was to make recommendations on the proposal, including formulating any conditions, to the Board for review and final decision. Mr. Embick reaffirmed his view that the applicant must demonstrate compliance with the conditions and elements noted in the Pennsylvania Constitution and the environmental rights amendment (Article I, Section 27), and that the Township had an independent responsibility to ensure that the rights that were set forth in the Constitution were maintained. Mr. Rodia observed that the proposal had some deficiencies found in the original proposal. Mr. Pomerantz emphasized that the special meeting scheduled for November 21 was rescheduled to November 20 at the Westtown Township Administrative building at 7:30PM.
2. **Stormwater Management Review** – Bob Flinchbaugh, P.E., Civil Engineer with Cedarville Engineering, summarized the review of the proposal as it pertained to stormwater and stormwater management. He explained that even though Toll Bros. did not need to prepare a complete land development plan at this stage, there were several items that needed to be clarified and addressed to provide an assurance that at a minimum the natural features as shown on the plan would not be disturbed. His main points of discussion included:
  - Recommendation to require a stream restoration or a forested riparian buffer to be implemented as a part of the proposed development to ensure water quality standards had been met for impaired Radley Run watershed.
  - Recommendation to request the storm sewer system to be shown on the proposed plan to verify that the drainage areas to be served by the proposed stormwater management facilities were justified.
  - Recommendation to request additional information from the applicant to ensure that the installation of stormwater management facilities would not encroach into

riparian buffer and sewage disposal areas.

- Concerns with the location of sewage effluent disposal areas in close proximity to several stormwater management facilities as shown on the proposed plan.
- Concerns that a complete grading plan and an erosion and sedimentation control plan were not included as part of the submission.

Kevin Flynn raised a question about stormwater basin maintenance. Mr. Flinchbaugh explained that the applicant must apply for an NPDES permit, which required a post-construction stormwater management plan and operation and maintenance agreement associated with proposed facilities to be developed and implemented.

Kristin Camp emphasized that the township's stormwater management ordinance required any developer with stormwater management facilities to enter into an agreement that identified the stormwater facilities, maintenance requirements, and provided inspection and enforcement rights by the Township if those facilities were not properly maintained. She explained that in this proposal, the developer would initially, and then the homeowners association would later, own the open space where the stormwater facilities were located and would be responsible for maintaining those areas via recorded agreement. PC members had a brief discussion regarding the oversight and enforcement of existing maintenance and operation agreements, and violation and penalty procedures imposed by DEP. Jack Embick recapped that the Clean Streams Law provided a penalty of up to \$25,000 a day per violation and criminal penalties associated with violations of permit standards, rules and regulations or the provisions of the Clean Streams Law.

3. **Engineering Review** - Sandy Martin and Dylan Drumm with McCormick-Taylor, provided a summary of their review as to whether the applicant had met the requirements of the township's zoning ordinance relative to the A/C zoning district and the flexible development process. Sandy Martin explained that most of the review comments were subjective, and restated that they did not find any grounds for denial. Ms. Martin raised several concerns and provided some suggestions:

- The applicant met impervious cover requirements for proposed development for the overall tract; however, the Township should consider implementing individual lot requirements as a condition of approval if they allow the application.
- Recommendation to request the applicant to provide an overflow parking area to meet the required 2.5 parking spaces per dwelling unit as opposed to proposed parking associated with individual lots.
- Recommendation that the applicant confirm the availability of landscaping for the site to ensure seasonal or other restrictions are addressed where applicable.
- Concern about the proximity of the Presbyterian Church to the proposed collector road. Recommendation to request the applicant to provide a 100-foot building setback and additional landscaping.
- Recommendation to require a connection of the proposed trail to the properties on the north side of the proposed development.
- Recommendation that the applicant be required to examine the bridge on South New St. due to the potential impact of stormwater leaving the site and entering Radley Run and the embankment erosion that may result.
- Reminder that the applicant should provide a lighting plan for review.

Steve Rodia asked Ms. Martin to provide more details associated with the location and design of the proposed collector road and any concerns the PC should be aware of. Ms. Martin pointed out areas where the collector road was in close proximity to the property line as well as where there would typically be a 100-foot buffer from structures.

Mr. Lees asked Ms. Martin to clarify her statement regarding the impervious cover restrictions on individual lots. Ms. Martin recapped that the applicant met impervious coverage requirement for the overall tract, and the area and bulk requirements of individual lots were not a part of the flexible development procedure ordinance. Ms. Camp agreed with Ms. Martin and recommended that the PC include one or more conditions that would apply a maximum allowable impervious cover for each lot. Her suggestion was to require the applicant to include a disclosure statement into the agreement of sale, which carried over into the homeowner's declaration. It would provide an ability for the Township to have a record of those impervious allocations.

Mr. Embick expressed his strong opinion that a development of such magnitude was going to have some impact on the constitutionally protected values: air, water, scenic, aesthetic, historic, and natural. He questioned how those impacts could be assessed, so that the Township could comply with its obligation to protect and maintain the values referenced in the Constitution. Ms. Martin provided an example of environmental impact study that would have included regulatory ways to measure various environment impacts; however, that information was not available in the Township's current zoning.

Mr. Pomerantz raised a question regarding the applicant being compliant with the Leadership and Energy and Environmental Design (LEED) principles referenced in the Code. Ms. Camp responded that it was not enforceable as currently written.

4. **Consistency with the Township's Comprehensive Plan (2019)** - John Snook, Westtown Township Planning and Zoning consultant, presented a summary of items that showed the plan's inconsistency with the Township's Comprehensive Plan. The main discussion points included:

- Original argument regarding the lack of definition of "scenic landscapes" in the Code, which was included in the updated Comprehensive Plan.
- Crebilly farm and Westtown (aka Darlington) Inn at the corner of Rt. 926 and Rt. 202 are eligible for the National Register of Historic Places as has been determined by the Pennsylvania Historical and Museum Commission. The proposal did not indicate any consistency with those designations.
- The future land use map included in the Comprehensive Plan showed more than a third of the western end of Crebilly farm as future open space or greenway corridor along Radley Run. That had not been reflected in the layout of the proposal.
- Recommendation to the PC that applicant did not consider all natural features, historic assets and structures, and similar community assets in its mapping of secondary conservation areas.
- Concern that the proposal included the original historic assessment submitted 3 years ago that concluded that essentially every resource could be removed.
- The applicant did not acknowledge that three quarters of the Crebilly Farm were a part of the Brandywine Battlefield Preservation Planning Area.
- Concern with how the applicant mapped the secondary conservation areas without considering historical significance of the site and scenic landscapes

requirement.

Ms. Camp recapped that unless those items were listed as requirements in the zoning ordinance, the Township could not rely upon the fact that it was stated as a goal in the Comprehensive Plan, because it was just the planning document.

### **Public Comment**

The public raised the following concerns:

- Was the new plan compared to the original application? (No) Mr. Pomerantz emphasized that it was not the role of the PC to compare the proposals, but to review the existing application.
- Several residents expressed their concerns regarding stream erosion and their belief that the proposed development would adversely affect already eroding stream banks. Mr. Flinchbaugh explained that the goal of existing regulations pertaining to land development was to minimize the potential impact.
- Several residents asked who would make sure that stormwater management facilities were functioning. Mr. Flinchbaugh reiterated that an operation and maintenance agreement was required between the homeowners association and the Township to ensure that those facilities would be maintained properly.
- One resident raised a concern about enforcement during the construction. Mr. Flinchbaugh advised that the Chester County Conservation District regulated and enforced activities during construction and that any resident could call CCCD to file a complaint.
- Several residents expressed disbelief as to how stormwater from such a large development could be controlled. Mr. Flinchbaugh responded that based upon the drainage area plans and the information provided, the applicant would convey over 90% of stormwater with proposed facilities. He recapped that the proposal included approximately 13 stormwater management facilities.
- One resident asked if the sidewalks were depicted on the plan and whether or not they were considered in impervious cover calculations. Sandy Martin could not confirm that sidewalks were included in impervious cover calculations.

### **Adjournment**

Meeting was adjourned at 10:35 pm.

Next PC Special Meeting – November 20, 2019, 7:30 pm – Westtown Township Administrative Building

Respectfully submitted,  
William Ethridge, Planning Commission Secretary

State: Pennsylvania

County: Chester

Project: Oakbourne Mansion  
Exterior Repair

Owner: Westtown Township

Property Address: 1014 S. Concord Road  
West Chester PA 19382

Contractor: R.C. Legnini Company, Inc.  
46 Pennsylvania Avenue, Malvern, PA 19355

Date: October 24, 2019

Payment Amount: One Hundred Seven Thousand Eight Hundred Twenty Dollars and 00/100  
(\$107,820.00)

The undersigned hereby certifies that upon the payment stated above by R.C. Legnini Company, Inc. to R.C. Legnini Company, Inc., receipt of which is hereby acknowledged, that R.C. Legnini Company, Inc. hereby releases any mechanics lien or claims of any kind whatsoever against the Owner of the subject Property and the Property noted above for any and all labor, services, equipment or materials furnished or supplied by R.C. Legnini Company, Inc. for the above stated Project for which the Owner or Owner's property might in any way be held responsible or encumbered to the extent of payment made to date except for retention and/or any amounts due for additional work on the Project to the date hereof.

Mitch Handman (owner/officer name) warrants and represents that he is the President (title) of R.C. Legnini Company, Inc. and that he has the full power, authorization and legal right to execute this Release and by doing so is not in breach of any warranty, obligation or agreement to any other party and that the owner or officer executing this Release on behalf of R.C. Legnini Company, Inc. has the full power and authority to do so.

Owner/Officer Signature  
President

Title  
for R.C. Legnini Company, Inc.

State of: Pennsylvania

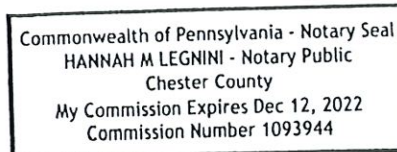
County of: Chester

On this 24th day of October, 2019, before me, a Notary Public for the State of Pennsylvania, the undersigned Officer, personally appeared Mitch Handman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and seal.

Notary Public  
My commission expires:

Seal:



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

**TO OWNER:**

Westtown Township  
1039 Wilmington Pike  
West Chester, PA 19382

**FROM CONTRACTOR:**

R.C. Legmini Company, Inc.  
46 Pennsylvania Avenue  
Malvern, PA 19355

**PROJECT:**

Oakbourne Mansion Exterior Repairs  
1014 S. Concord Road  
West Chester, PA 19382

**VIA ARCHITECT:**

Linn Architects  
1140 N. Providence Road  
Media, PA 19063

**APPLICATION NO: 2**

**PERIOD TO: October 31, 2019**

**PROJECT NOS:**

**CONTRACT FOR General Contracting**

**CONTRACT DATE: August 7, 2019**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	352,735.07
2 NET CHANGES by Change Orders	\$	0.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	352,735.07
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	186,870.00
5 RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	18,687.00
b. <u>0.00</u> % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	18,687.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	168,183.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	60,363.00
8 CURRENT PAYMENT DUE	\$	107,820.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	184,552.07

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

**Distribution to:**

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: R.C. Legmini Company, Inc.

Commonwealth of Pennsylvania - Notary Seal  
HANNAH M LEGNINI - Notary Public  
Chester County  
My Commission Expires Dec 12, 2022  
Commission Number 1093944

By:  Date: 10/24/2019

Mitch Handman, President

State of: PENNSYLVANIA County of: CHESTER

Subscribed and sworn to before me this 24th day of October, 2019

Notary Public:

My Commission expires: 

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 107,820.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:  Date: 10/24/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## MEMORANDUM

**TO:** Mr. Robert Pingar, P.E., Township Manager & Director of Engineering

**FROM:** Susan Guisinger-Colon, P.E.

**DATE:** November 13, 2019

**SUBJECT:** Tyson Park – Phase 2 Improvements  
Recommendation for Payment Request No.: Three (3) - Final

---

---

Our office has evaluated the attached November 6<sup>th</sup> application submitted by Lechmanik, Inc., for the release of retainage held as part of the *Tyson Park – Phase 2 Improvements* project in Westtown Township. All work performed has been completed in general conformance with the contract requirements, and has been inspected by a representative of our office. The status of the contract is summarized as follows:

<b>Original Contract Sum</b>	<b>\$162,108.00</b>
Change Order #1	- \$800.00
<b>Revised Contract Sum</b>	<b>\$161,308.00</b>
Total Work Completed and Confirmed in Application No. 1	\$49,558.00
Total Work Completed and Confirmed in Application No. 2	\$111,750.00
Less Previously Paid Applications	- \$145,177.20
<b>Recommendation for Payment No. 3 – Final</b>	<b>\$16,131.80</b>
<b>Balance to Finish</b>	<b>\$0.00</b>

It is our recommendation the amount of **\$16,131.80** be paid to Lechmanik, Inc. as **Payment No. Three (3) - Final.**

If you should have any questions or concerns, please feel free to call our office.

Enc.

cc: Westtown Township Board of Supervisors  
Mr. Mark Gross, Westtown Township Director of Public Works  
Mr. Steven Burger, RLA, LLA, ASLA, Carter van Dyke Associates  
Mrs. Patti Lechmanik, Lechmanik, Inc.

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF \_\_\_\_\_ PAGES

TO OWNER:  
Westtown Township  
1039 Wilmington Pike  
West Chester PA 19382

PROJECT: Tyson Park  
901 Oakbourne Road  
West Chester PA 19382

APPLICATION NO.: 3  
PERIOD TO: 11/06/2019  
PROJECT NOS.: Tyson Park Phase 2 ARCHITECT

Distribution to:  
 OWNER  
 ARCHITECT

FROM CONTRACTOR: Lechmanik, Inc.  
414 Birmingham Road  
West Chester PA 19382

VIA ARCHITECT: McCormick & Taylor Inc.  
600 Eagleview Blvd.  
2nd Floor  
Exton PA 19341

CONTRACT DATE:

CONTRACT FOR: Tyson Park Phase 2

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 162,108.00
2. Net change by Change Orders ..... \$ -800.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 161,308.00
4. TOTAL COMPLETED & STORED TO DATE  
(Column G on G703) ..... \$ 161,308.00

### 5. RETAINAGE:

- a. 0.00 % of Completed Work  
(Columns D + E on G703) ..... \$ 0.00
  - b. 0.00 % of Stored Material  
(Column F on G703) ..... \$ 0.00
- Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 161,308.00  
(Line 4 less Line 5 Total)

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) ..... \$ 145,177.20

8. CURRENT PAYMENT DUE ..... \$ 16,130.80

### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) ..... \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	800.00
Total approved this Month	-	-
TOTALS	-	800.00
NET CHANGES by Change Order	( 800.00 )	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Lechmanik Inc.

By: [Signature] Date: Nov 6, 2019

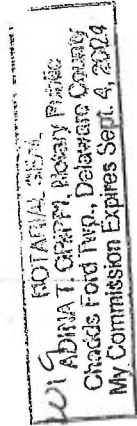
State of: Pennsylvania

County of: Delaware

Subscribed and sworn to before me this 6<sup>th</sup> day of November

Notary Public: [Signature]

My Commission expires:



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 16,130.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]

By: [Signature] Date: 11/13/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.







## Carroll Engineering Corporation

November 5, 2019

Robert Pingar, P.E., Township Manager  
Westtown Township  
1039 Wilmington Pike  
West Chester, PA 19382

Subject: Request for Payment No. 3 – Oakbourne Road Bridge Replacement  
Westtown Township, Chester County

Dear Rob:

On November 5, 2019, Carroll Engineering Corporation received Application and Certification for Payment No. 3, dated November 1, 2019, and prepared by Road-Con, Inc., for the subject project.

We have reviewed the application and recommend approval of Application No. 3 in the amount of \$246,922.03 for work performed through November 1, 2019. Three copies of the Application, including bid breakdown of quantities and costs, are attached for your information and records. Certified payroll reports for this period have also been provided and are attached.

Based on the above, please process payment in the amount of **\$246,922.03**. Work completed has been performed in compliance with the Contract Drawings and Specifications. Please note, the subject payment application includes a Change Order in the amount of \$10,406.85 for the over-excavation, backfill, and compaction of reconstructed areas along Oakbourne Road.

Should you have any questions or would like to discuss this matter in further detail, please feel free to contact me at 215-343-5700, Extension 317 or [jcoyle@carrollengineering.com](mailto:jcoyle@carrollengineering.com).

Very truly yours,

CARROLL ENGINEERING CORPORATION

Justin M. Coyle, P.E.  
Department Manager

JMC:dp

Attachments

cc: Jessica L. Roberts, Road-Con, Inc. (*w/ payment application*)

*Today's Commitment to Tomorrow's Challenges*

Corporate Office:  
949 Easton Road  
Warrington, PA 18976  
215.343.5700

630 Freedom Business Center  
Third Floor  
King of Prussia, PA 19406  
610.489.5100

101 Lindenwood Drive  
Suite 225  
Malvern, PA 19355  
484.875.3075

105 Raider Boulevard  
Suite 206  
Hillsborough, NJ 08844  
908.874.7500

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

Westtown township  
1039 Wilmington Pike  
West Chester, PA 19382

FROM CONTRACTOR:

ROAD-CON, INC.  
902 CAMARO RUN DRIVE  
WEST CHESTER, PA 19380

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

AIA DOCUMENT G702

PAGE 1 OF

2 PAGES

APPLICATION NO: 3

Distribution to:

X	OWNER
X	ARCHITECT
	CONTRACTOR

PERIOD TO: 11/1/2019

PROJECT NOS:

CONTRACT DATE: 4/1/2019

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	738,809.03
2. Net change by Change Orders	\$	10,886.85
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	749,695.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	754,017.58

5. RETAINAGE: a. 5 % of Completed Work (Column D + E on G703) \$ 37,700.88

b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	37,700.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	716,316.7010

8. CURRENT PAYMENT DUE	\$	469,394.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	246,922.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$480.00	
Total approved this Month	\$10,406.85	
TOTALS	\$10,886.85	\$0.00
NET CHANGES by Change Order		\$10,886.85

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 246,922.03

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT:

By: Justin M. Cole Date: 11/5/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

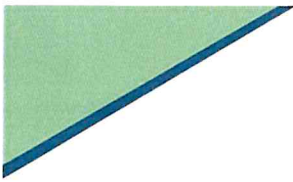
Commonwealth of Pennsylvania - Notary Seal  
Samantha Hart, Notary Public  
Chester County  
My commission expires August 27, 2023  
Commission number 1355929  
Member, Pennsylvania Association of Notaries

CONTRACTOR:

By: Jessica P. Rabato Date: 11/5/19

State of: Pennsylvania County of: Chester  
Subscribed and sworn to before me this 5th day of NOVEMBER  
Notary Public: Samantha Hart  
My Commission expires: August 27, 2023

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



November 12, 2019

Robert Pingar, Township Manager  
Westtown Township  
1039 Wilmington Pike  
West Chester, PA 19382

RE: Ducklings Daycare  
Escrow Release #1  
Westtown Township  
WTT-18-188

Dear Mr. Pingar,

CEDARVILLE Engineering Group, LLC (CEG) is in receipt of an escrow release request from the developer of the referenced site. The following has been submitted for review:

- Escrow release request excel sheet by Lauren Duffy, of TAG Builders, Inc., dated October 22, 2019 requesting a release in the amount of \$222,842.03.

Based upon ongoing inspections of the site, CEG recommends the Township release the amount of **\$176,938.23** for improvements only, based on the approved Financial Security Agreement. The signed Construction Escrow spreadsheet has been enclosed, with a summary of discrepancies referenced below. CEG is in agreement with all items not listed below and recommends the full amount requested for each of these items be released.

1. Item 2.1 – Construction Layout: A release of \$1,850.00 is recommended, representing 50% of the amount requested by the developer and 50% of the amount required for completion. Construction layout will continue with the remaining undeveloped portion of the property.
2. Item 2.6 – Topsoil Respread: A release of \$3,866.50 is recommended, representing 50% of the amount requested by the developer and 50% of the amount required for completion. Topsoil respraying will continue with the remaining undeveloped portion of the property.
3. Item 2.7 – Grading: A release of \$7,894.26 is recommended, representing 75% of the amount requested by the developer and 75% of the amount required for completion. Grading is continuing with the remaining undeveloped portion of the property.
4. Item 3.5 – Inlet Protection: A release of \$276.64 is recommended, representing 38% of the amount requested by the developer and 38% of the amount required for completion. Inlet protection will continue once the remaining inlets are placed in the site.
5. Item 4.1 – Concrete Type ‘C’ Inlet Box: A release of \$9,000.00 is recommended, representing 75% of the amount requested by the developer and 75% of the amount required for completion. Concrete Type ‘C’ Inlet Box will continue with the installation of the remaining stormwater facilities.
6. Item 4.2 – Concrete Type ‘M’ Inlet Box: A release of \$0.00 is recommended, representing 0% of the amount requested by the developer and 0% of the amount required for completion. To date no Concrete Type ‘M’ Inlet Box has been installed on-site. This work will continue with the installation of the remaining stormwater facilities.
7. Item 4.3 – Precast Manhole: A release of \$0.00 is recommended, representing 0% of the amount requested by the developer and 0% of the amount required for completion. To date, no Precast Manhole has been installed on-site. This work will continue with the installation of the remaining stormwater facilities.



8. Item 4.4 – 15” HDPE Pipe W/ Stone Bedding, 1’ Stone Backfill and Soil Backfill – A release of \$24,944.64 is recommended, representing 96% of the amount requested by the developer and 96% of the amount required for completion. Installation of the 15” HDPE Pipe will continue with the remaining stormwater facilities.
9. Item 4.8 – Connection to Existing – A release of \$1,900.00 is recommended, representing 50% of the amount requested by the developer and 50% of the amount required for completion. Connection to Existing will continue with the installation of the remaining stormwater facilities.
10. Item 5.4 – Emergency Access Road - Pavers – A release of \$0.00 is recommended, representing 0% of the amount requested by the developer and 0% of the amount required for completion. To date, no pavers have been installed on the Emergency Access Road.
11. Item 6.1 – 8” Concrete Curb – A release of \$26,700.84 is recommended, representing 54% of the amount requested by the developer and 54% of the amount required for completion. Installation of the 8” Concrete Curb will continue with the remaining undeveloped portion of the site.
12. CEG recommends that 10% of the original ESCROW amount be withheld until project completion in accordance the Pennsylvania Municipalities Planning Code.

Initial Escrow	\$620,859.83
Previous Escrow Releases	\$0.00
<u>Escrow Release Recommended</u>	<u>\$176,938.23</u>
Remaining Escrow Balance	\$443,921.60

Please feel free to contact me with any questions.

Best Regards,  
CEDARVILLE Engineering Group, LLC


Kyle R. Turner, P.E.  
Senior Municipal Engineer

Enclosures

cc: JoAnne Grube, Westtown Township Director of Finance  
Patrick M. McKenna, Esq., Township Solicitor  
Robert E. Flinchbaugh, P.E., CEDARVILLE Engineering Group, LLC  
Tom Galbally, TAG Builders, Inc.  
Lauren G. Duffy, TAG Builders, Inc.  
Andrew D.H. Rau, Esq., Unruh, Turner, Burke, & Frees

**Ducklings Daycare - Site Improvements**

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT COST	UNIT TOTAL	TOTAL PAST RELEASES	CURRENT ESTIMATE	TOTAL RELEASED TO DATE	TOTAL REMAINING
						QUANTITY	TOTAL	QUANTITY	TOTAL
1.0	DEMO								
1.1	MOBILIZATION	1	LS	\$3,700.00	\$3,700.00	0%	\$3,700.00	100%	\$3,700.00
1.2	CLEARING AND GRUBBING	1	LS	\$6,000.00	\$6,000.00	0%	\$6,000.00	100%	\$6,000.00
2.0	EARTHWORK								
2.1	CONSTRUCTION LAYOUT	1	LS	\$3,700.00	\$3,700.00	0%	\$1,850.00	50%	\$1,850.00
2.2	TOPSOIL - STRIP AND STOCKPILE ON SITE	494	CY	\$2.50	\$1,235.00	0%	\$1,235.00	100%	\$0.00
2.3	TOPSOIL - REMOVE TO BORROW PIT	2010	CY	\$2.50	\$5,025.00	0%	\$5,025.00	100%	\$0.00
2.4	TOPSOIL - STRIP AND TOPSOIL ON SITE FOR REUSE	1725	CY	\$4.3125	\$4,312.50	0%	\$4,312.50	100%	\$0.00
2.5	CUT TO FILL	6870	CY	\$3.00	\$20,610.00	0%	\$20,610.00	100%	\$0.00
2.6	TOPSOIL RESPREAD	703	CY	\$11.00	\$7,733.00	0%	\$3,866.50	50%	\$3,866.50
2.7	GRADING	131571	SF	\$0.08	\$10,525.68	0%	\$7,894.26	75%	\$2,631.42
3	EROSION CONTROL								
3.1	CONSTRUCTION ENTRANCE	1	EA	\$1,200.00	\$1,200.00	0%	\$1,200.00	100%	\$0.00
3.2	TREE PROTECTION FENCE	199	LF	\$1.40	\$278.60	0%	\$278.60	100%	\$0.00
3.3	12" SILT SOCK	53	LF	\$5.25	\$278.25	0%	\$278.25	100%	\$0.00
3.4	24" SILT SOCK	68	LF	\$14.50	\$986.00	0%	\$986.00	100%	\$0.00
3.5	INLET PROTECTION	8	EA	\$91.00	\$728.00	0%	\$276.64	38%	\$451.36
3.6	TEMPORARY AND PERMANENT SEEDING AND MATTING	1	LS	\$5,000.00	\$5,000.00	0%	\$2,500.00	50%	\$2,500.00
4	STORMWATER MANAGEMENT								
4.1	CONCRETE TYPE 'C' INLET BOX	4	EA	\$3,000.00	\$12,000.00	0%	\$9,000.00	75%	\$3,000.00
4.2	CONCRETE TYPE 'W' INLET BOX	1	EA	\$3,000.00	\$3,000.00	0%	\$0.00	0%	\$3,000.00
4.3	PRECAST MANHOLE	1	EA	\$2,000.00	\$2,000.00	0%	\$0.00	0%	\$2,000.00
4.4	15" HDPE PIPE W/ STONE BEDDING, 1' STONE BACKFILL AND SI	406	LF	\$64.00	\$25,984.00	0%	\$24,944.64	96%	\$1,039.36
4.5	6" PVC SDR35, W/ STONE BEDDING, 1' STONE BACKFILL AND SI	47	LF	\$40.00	\$1,880.00	0%	\$1,880.00	100%	\$0.00
4.6	RECHARGE BED A (INCLUDING STRUCTURES)	1	LS	\$50,000.00	\$50,000.00	0%	\$50,000.00	100%	\$0.00
4.7	RECHARGE BED B (INCLUDING STRUCTURES)	1	LS	\$55,000.00	\$55,000.00	0%	\$0.00	0%	\$55,000.00
4.8	CONNECTION TO EXISTING	1	LS	\$3,800.00	\$3,800.00	0%	\$1,900.00	50%	\$1,900.00
4.9	RAIN GARDEN	1	LS	\$12,000.00	\$12,000.00	0%	\$0.00	0%	\$12,000.00
5	Paving								
5.1	PARKING LOT PAVING (6" STONE, 4" BINDER, 1.5" WEARING)	6064	SY	\$40.00	\$242,560.00	0%	\$0.00	0%	\$242,560.00
5.2	PAVEMENT RESTORATION TO CONNECT TO ROAD	1	LS	\$2,500.00	\$2,500.00	0%	\$2,500.00	100%	\$0.00
5.3	EMERGENCY ACCESS ROAD - 6" 2A SAND	1537	SF	\$2.00	\$3,074.00	0%	\$0.00	0%	\$3,074.00
5.4	EMERGENCY ACCESS ROAD - PAVERS	190	SY	\$60.00	\$11,400.00	0%	\$0.00	0%	\$11,400.00
6	CONCRETE								
6.1	8" CONCRETE CURB	2747	LF	\$18.00	\$49,446.00	0%	\$26,700.84	54%	\$22,745.16
6.2	CONCRETE SIDEWALK W/ 4" 2A STONE	754	SF	\$8.00	\$6,032.00	0%	\$0.00	0%	\$6,032.00
7	ONSITE SIGNS & STRIPING								
7.1	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$2,800.00	\$2,800.00	0%	\$0.00	0%	\$2,800.00
7.2	BOLLARDS	2	EA	\$615.00	\$1,230.00	0%	\$0.00	0%	\$1,230.00
8	SURVEY								
8.1	CONCRETE MONUMENTS	4	EA	\$250.00	\$1,000.00	0%	\$0.00	0%	\$1,000.00
8.2	IRON PINS	8	EA	\$175.00	\$1,400.00	0%	\$0.00	0%	\$1,400.00
8.3	AS-BUILT SURVEY	1	LS	\$6,000.00	\$6,000.00	0%	\$0.00	0%	\$6,000.00
				<b>SUBTOTAL</b>	<b>\$564,418.03</b>	<b>\$0.00</b>	<b>\$176,938.23</b>	<b>\$176,938.23</b>	<b>\$387,479.80</b>
				10% CONTINGENCY	\$56,441.80	\$0.00	\$0.00	\$0.00	\$56,441.80
				<b>TOTAL CONSTRUCTION COST</b>	<b>\$620,859.83</b>	<b>\$0.00</b>	<b>\$176,938.23</b>	<b>\$176,938.23</b>	<b>\$443,921.60</b>
				<b>CURRENT ESTIMATE</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$176,938.23</b>	<b>\$176,938.23</b>	<b>\$443,921.60</b>

BY: CEDARVILLE Engineering Group, LLC  
  
 CEDARVILLE Engineering Group, LLC  
 DATE: \_\_\_\_\_  
 RECOMMENDED FOR RELEASE: \_\_\_\_\_  
 COMPLETED TO DATE PREVIOUS RELEASES  
 RELEASE

**ORDINANCE 2019-8**

**AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 132 OF THE CODE OF THE TOWNSHIP OF WESTTOWN (SEWER SYSTEM COLLECTION AND CONVEYANCE REGULATIONS) SECTION 1 § 132-3, SUBSECTIONS A, B, AND C RATES FOR CLASSIFICATIONS OTHER THAN THOSE DISCHARGING INDUSTRIAL WASTE; AND SECTION 2 § 132-4, SUBSECTION A, METER RATE FOR NONRESIDENTIAL ESTABLISHMENTS.**

IT IS HEREBY ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, as follows:

**SECTION 1. Section 132-3. Rates for Classifications Other Than Those Discharging Industrial Waste,** is amended to read in its entirety as follows:

<b>Customer Classifications:</b>	<b>Rental</b>
A. Each single family dwelling:	
1.    West Goshen Sewer District	
a.    Subdistrict 1	\$205.00 per quarter
b.    Subdistrict 2	\$205.00 per quarter
c.    Subdistrict 3	\$205.00 per quarter
d.    Subdistrict 4	\$205.00 per quarter
2.    Westtown Chester Creek District	\$205.00 per quarter
B. Each living unit in a multiple-occupancy building (See Subsection C):	
1.    West Goshen Districts	\$205.00 per quarter
2.    Westtown Chester Creek District	\$205.00 per quarter
C. Multiple use: In all sewer districts, in the case of a combination of one or more private dwelling or living units or with one or more commercial establishments in one building and each thereof having the use of the sewer system through one sewer connection, then each such private dwelling or living unit and each such commercial establishment shall be charged the applicable rates set forth above as though each thereof were in a separate structure and as though each thereof had a direct and separate connection to the sewer system.	

SECTION 2. Section 132.4 A, **Meter Rate for Non-Residential Establishments**, is amended to read as follows:

A. Sanitary Sewage:

1. In all sewer districts, the quarterly sewer rates or charges shall be based on the quantity of water used as evidenced by meter readings of water meters installed by the water supplier for the purpose of measuring water purchased from said water supplier and/or such other meters or measuring devices as may be installed pursuant to any provisions of this article and shall be subject to the minimum charge hereinafter provided, as follows:

Quarterly Metered Flat Rate:                      \$13.41 per 1,000 gallons

2. Regardless of water consumption, the minimum quarterly charge for sanitary sewage for any use shall be the equivalent rate of a single family dwelling (EDU):

Minimum Metered Flat Rate:                      \$205.00 per quarter

3. Multiple Use: In the case of a combination of one or more private dwelling or living units or with one or more commercial establishments in one building and each thereof having the use of the sewer system through one sewer connection, then each such private dwelling or living unit and each such commercial establishment shall be charged the applicable minimum metered flat rate set forth above as though each thereof were in a separate structure and as though each thereof had a direct and separate connection to the sewer system.

The amended sewer rates set forth herein shall be effective January 1, 2020.

ENACTED AND ORDAINED this 2nd of December, 2019.

WESTTOWN TOWNSHIP  
BOARD OF SUPERVISORS

\_\_\_\_\_  
Scott Yaw, Chair

ATTEST:

\_\_\_\_\_  
Michael Di Domenico

\_\_\_\_\_  
Robert Pingar, Secretary

\_\_\_\_\_  
Carol DeWolf

**RESOLUTION 2019-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA  
DESIGNATING THE TOWNSHIP WASTEWATER ENGINEER AS THE OFFICIAL  
TO EXECUTE ALL DOCUMENTS AND AGREEMENTS BETWEEN  
WESTTOWN TOWNSHIP AND THE COMMONWEALTH FINANCING AUTHORITY**

**BE IT RESOLVED**, that Westtown Township, Chester County, Pennsylvania hereby requests a PA Small Water and Sewer Program grant for an amount not to exceed \$500,000 from the Commonwealth Financing Authority to be used for the Pleasant Grove Pump Station Force Main Replacement Project, as more fully detailed in the Township's grant application.

**BE IT FURTHER RESOLVED**, that the Applicant does hereby designate William N. Malin, P.E., Township Wastewater Engineer, as the official to execute all documents and agreements between Westtown Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**I, ROBERT R. PINGAR**, duly qualified Secretary of Westtown Township, Chester County, Pennsylvania, hereby certifies that the forgoing is a true and correct copy of Resolution 2019-11 duly adopted by a majority vote of the Westtown Township Board of Supervisors at a regular board meeting held November 18, 2019, and said Resolution has been recorded in the Minutes of the Westtown Township Board of Supervisors and remains in effect as of this date.

**ADOPTED** as a Resolution this 18<sup>th</sup> day of November, 2019.

Westtown Township  
Board of Supervisors

\_\_\_\_\_  
Scott E. Yaw, Chair

\_\_\_\_\_  
Michael T. Di Domenico, Vice Chair

ATTEST:

\_\_\_\_\_  
Robert R. Pingar, P.E.  
Township Secretary

\_\_\_\_\_  
Carol R. De Wolf, Police Commissioner



**RESOLUTION 2019-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA  
DESIGNATING THE TOWNSHIP WASTEWATER ENGINEER AS THE OFFICIAL  
TO EXECUTE ALL DOCUMENTS AND AGREEMENTS BETWEEN  
WESTTOWN TOWNSHIP AND THE COMMONWEALTH FINANCING AUTHORITY**

**BE IT RESOLVED**, that Westtown Township, Chester County, Pennsylvania hereby requests a PA Small Water and Sewer Program grant for an amount not to exceed \$500,000 from the Commonwealth Financing Authority to be used for the Ponds Edge Road Sewer Repairs Project, as more fully detailed in the Township's grant application.

**BE IT FURTHER RESOLVED**, that the Applicant does hereby designate William N. Malin, P.E., Township Wastewater Engineer, as the official to execute all documents and agreements between Westtown Township and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

**I, ROBERT R. PINGAR**, duly qualified Secretary of Westtown Township, Chester County, Pennsylvania, hereby certifies that the forgoing is a true and correct copy of Resolution 2019-12 duly adopted by a majority vote of the Westtown Township Board of Supervisors at a regular board meeting held November 18, 2019, and said Resolution has been recorded in the Minutes of the Westtown Township Board of Supervisors and remains in effect as of this date.

**ADOPTED** as a Resolution this 18<sup>th</sup> day of November, 2019.

Westtown Township  
Board of Supervisors

\_\_\_\_\_  
Scott E. Yaw, Chair

\_\_\_\_\_  
Michael T. Di Domenico, Vice Chair

ATTEST:

\_\_\_\_\_  
Robert R. Pingar, P.E.  
Township Secretary

\_\_\_\_\_  
Carol R. De Wolf, Police Commissioner

**WESTTOWN TOWNSHIP**

**RESOLUTION 2019-13**

**WHEREAS**, GREENSTONE DEVELOPMENT II CORP., by deed dated November 18, 2019, did dedicate and convey unto WESTTOWN TOWNSHIP all that certain roadbed, being Orvis Way, situate in Westtown Township, Chester County, Pennsylvania, bound and described according to a Preliminary/Final Land Development Plan, Sheet 2 of 21 Site Plan for Fair Share Properties, L.P., titled "Arborview Commercial Lot," dated May 13, 2015, last revised April 2, 2019, prepared by Inland Design, West Chester, Pennsylvania, as more fully described in Exhibit "A" attached hereto and made a part hereof.

**NOW, BE IT RESOLVED** by the Board of Supervisors of Westtown Township, and it is hereby resolved by the same that the said road be and the same is accepted as a public road of said Township and laid out in accordance with the descriptions attached hereto and made a part hereof.

**ADOPTED** as a Resolution on November 18, 2019.

**WESTTOWN TOWNSHIP  
BOARD OF SUPERVISORS**

ATTEST:

\_\_\_\_\_  
Scott E. Yaw, Chair

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Michael T. DiDomenico, Vice-Chair

\_\_\_\_\_  
Carol R. DeWolf, Police Commissioner



# INLAND DESIGN

Civil Engineers, Surveyors & Land Development Consultants

## Legal Description

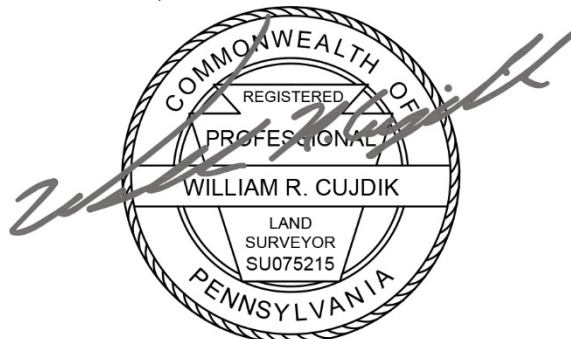
Orvis Way Right-of-Way  
Westtown Township  
Chester County, Pennsylvania  
10365 – Fair Share Properties, L.P.  
May 29, 2019

**ALL THAT CERTAIN** parcel of land **SITUATE** in Westtown Township, Chester County, Pennsylvania, bound and described according to a Preliminary/Final Land Development Plan, Sheet 2 of 21 Site Plan for Fair Share Properties, L.P., Arborview Commercial Lot, dated May 13, 2015, last revised April 02, 2019, prepared by Inland Design, West Chester, Pennsylvania, and being more fully described as follows:

**BEGINNING** at a point, said point being the northeast corner of lands now or late Philip & Candace Anderson (UPI:67-4-23.19); thence extending from said point of beginning North 69 degrees 49 minutes 00 seconds East 60.00 feet to a point; thence South 20 degrees 11 minutes 00 seconds East 345.99 feet to a point of curvature; thence along a curve to the left having a radius of 125.00 feet an arc distance of 70.27 feet (chord bearing South 36 degrees 17 minutes 19 seconds East distance 69.35 feet) to a point; thence South 52 degrees 23 minutes 38 seconds East 125.36 feet to a point of curvature; thence along a curve to the right having a radius of 220.00 feet an arc distance of 176.95 feet (chord bearing South 29 degrees 21 minutes 07 seconds East distance 172.22 feet) to a point; thence South 06 degrees 18 minutes 33 seconds East 87.25 feet to a point of curvature; thence along a curve to the left having a radius of 15.00 feet an arc distance of 27.12 feet (chord bearing South 58 degrees 06 minutes 08 seconds East distance 23.57 feet) to a point; thence South 70 degrees 06 minutes 18 seconds West 168.28 feet to a point; thence along a curve to the left having a radius of 160.00 feet an arc distance of 302.02 feet (chord bearing North 01 degrees 40 minutes 54 seconds East distance 259.13 feet) to a point; thence North 52 degrees 23 minutes 38 seconds West 125.35 feet to a point; thence along a curve to the right having a radius of 185.00 feet an arc distance of 104.00 feet (chord bearing North 36 degrees 17 minutes 16 seconds West distance 102.64 feet) to a point; thence North 20 degrees 11 minutes 00 seconds West 345.99 feet to the first mentioned point and place of beginning.

**BEING** the Right-of-Way of Orvis Way.

**CONTAINING** 1.197 acres of land, more or less.



**MAINTENANCE AGREEMENT SECURED BY  
LETTER OF CREDIT FROM MERIDIAN BANK**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this ~~16<sup>th</sup> day of September, 2019,~~ between **WESTTOWN TOWNSHIP**, Chester County, Pennsylvania (hereinafter called "Township"), and **FAIR SHARE PROPERTIES LP**, a Pennsylvania limited partnership (hereinafter called "Developer").

WHEREAS, Developer has applied for and obtained approval of a plan of land development for a certain tract of land located in the Township known as "Arborview Commercial Lot" as shown on the Final Subdivision and Land Development Plan dated July 15, 2015, last revised May 18, 2018 (the "Plans"), which Plans have been recorded as Document No. 11669067, at Book 20534, page 1, in the Office of the Recorder of Deeds of Chester County on June 6, 2019, in accordance with the terms and conditions of the final approval issued by the Township; and

WHEREAS, Developer has installed, constructed and completed the Orvis Way right-of-way (the "Improvement") in accordance with the Plans, and as more specifically set forth in the legal description marked as Exhibit "A" attached hereto; and

WHEREAS, Developer has offered to dedicate the Improvement to the Township for public use;

WHEREAS, Developer is obligated to repair or replace all defects in workmanship and materials appearing in the Improvement and to repair all defects and damage caused by lack of structural integrity or failure of the Improvement to properly function in accordance with its design and specifications as depicted on the Plans for a period of eighteen (18) months from the date of this Agreement; and

WHEREAS, as a condition to dedication, Developer is required to post financial security to guarantee the structural integrity and proper functioning of the Improvement for a period of eighteen (18) months from the date of this Agreement and Developer desires to provide the same by a letter of credit pursuant to this Agreement.

NOW, THEREFORE, intending to be legally bound, the parties hereto do agree as follows:

1. Developer covenants that it shall well and truly repair or replace all defects in workmanship and materials in the Improvement and all defects and damage caused by lack of structural integrity or failure of the Improvement to function in accordance with its design and specifications as depicted on the Plans, for a period of eighteen (18) months from the date hereof.
2. It is a condition precedent to this Agreement that the Developer shall furnish to the Township appropriate security in forms satisfactory to the Township guaranteeing the performance of the Developer's obligations as set forth in this Agreement. Said security shall be in the form of a Letter of Credit as set forth herein.

3. A Letter of Credit is created simultaneously with the execution hereof by Meridian Bank in the sum of Fifty-Six Thousand, Four Hundred Sixty-One and 22/100 Dollars (\$56,461.22) with the Township of Westtown, which amount is sufficient to cover the cost of any anticipated repairs and maintenance.

4. Should the Developer fail, neglect, or refuse to undertake to repair or replace all defects in workmanship and materials or to repair all defects and damage caused by lack of structural integrity of the Improvement or the failure of the Improvement to function in accordance with its design and specifications as depicted on the Plans within the eighteen (18) month period following the date of this Agreement, the Township, without the consent or approval of any other person or entity, shall have the right of withdrawal from the Letter of Credit and to apply therefrom such amounts as it may deem necessary or appropriate for the accomplishment of these purposes. Any balance remaining in the Letter of Credit after the completion and acceptance of all the work required by this Agreement shall be released to the Developer.

5. Although the Letter of Credit is limited to Fifty-Six Thousand, Four Hundred Sixty-One and 22/100 Dollars (\$56,461.22), the Developer shall be liable, nevertheless, for the full cost of repair or replacement due to defects in workmanship and materials appearing in the Improvement and for the full cost of repair of all defects or damages caused by lack of structural integrity of the Improvement or the failure of the Improvement to function in accordance with its design and specifications as depicted on the Plans where said defects appear within eighteen (18) months from the date hereof.

6. The Township shall not proceed against the Developer or the Letter of Credit under this Agreement unless notice of any failure of the structural integrity of the Improvement or any failure of the Improvement to function in accordance with its design and specifications as depicted on the Plans has been given. The Township shall give said notice to the Developer as soon as practicable after the Township has actual notice of the said condition.

7. The Developer shall inform the Township in writing within ten (10) days of receipt of notice of the condition requiring repair work or replacement of material of its intention to proceed therewith. If the Developer's communication is not received, the Township may proceed to recover its claim from the Developer and/or the Letter of Credit pursuant to the terms of this Agreement. The Developer shall have thirty (30) days from the date of the Township notice within which to commence any repair work or replacement of materials. If said repair work or replacement is not commenced within said thirty (30) days or if said work is not diligently pursued and continued, the Township may proceed to recover the claim from the Developer and/or the Letter of Credit pursuant to the terms of this Agreement.

8. All notices given hereunder shall be by regular mail. The addresses for service of notice are as follows:

Township:                      Robert R. Pingar, P.E  
   Township Manager & Director of Engineering  
   1039 Wilmington Pike  
   West Chester, PA 19382

Developer: Fair Share Properties LP  
655 Swedesford Avenue  
Malvern, PA 19355

9. Upon certification by the Township that the conditions of this Agreement have been fully complied with, the balance then remaining in the Letter of Credit, if any, shall be released to the Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers the day and year first above written.

ATTEST:

WESTTOWN TOWNSHIP

\_\_\_\_\_  
Robert R. Pingar, P.E, Secretary

By:

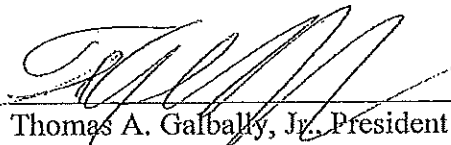
\_\_\_\_\_  
Scott E. Yaw, Chair

ATTEST:

FAIR SHARE PROPERTIES LP

By: JJ&L Real Estate Associates, Inc.,  
its general partner

By:

  
\_\_\_\_\_  
Thomas A. Galbally, Jr., President

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE IMPROVEMENT**

**ALL THAT CERTAIN** parcel of land **SITUATE** in Westtown Township, Chester County, Pennsylvania, bound and described according to a Preliminary/Final Land Development Plan, Sheet 2 of 21 Site Plan for Fair Share Properties, L.P., Arborview Commercial Lot, dated May 13, 2015, last revised April 02, 2019, prepared by Inland Design, West Chester, Pennsylvania, and being more fully described as follows:

**BEGINNING** at a point, said point being the northeast corner of lands now or late Philip & Candace Anderson (UPI:67-4-23.19); thence extending from said point of beginning North 69 degrees 49 minutes 00 seconds East 60.00 feet to a point; thence South 20 degrees 11 minutes 00 seconds East 345.99 feet to a point of curvature; thence along a curve to the left having a radius of 125.00 feet an arc distance of 70.27 feet (chord bearing South 36 degrees 17 minutes 19 seconds East distance 69.35 feet) to a point; thence South 52 degrees 23 minutes 38 seconds East 125.36 feet to a point of curvature; thence along a curve to the right having a radius of 220.00 feet an arc distance of 176.95 feet (chord bearing South 29 degrees 21 minutes 06 seconds East distance 172.22 feet) to a point; thence South 06 degrees 18 minutes 33 seconds East 87.25 feet to a point of curvature; thence along a curve to the left having a radius of 15.00 feet an arc distance of 27.12 feet (chord bearing South 58 degrees 06 minutes 08 seconds East distance 23.57 feet) to a point; thence South 70 degrees 06 minutes 18 seconds West 168.28 feet to a point; thence along a curve to the left having a radius of 160.00 feet an arc distance of 302.02 feet (chord bearing North 01 degrees 40 minutes 54 seconds East distance 259.13 feet) to a point; thence North 52 degrees 23 minutes 38 seconds West 125.35 feet to a point; thence along a curve to the right having a radius of 185.00 feet an arc distance of 104.00 feet (chord bearing North 36 degrees 17 minutes 16 seconds West distance 102.64 feet) to a point; thence North 20 degrees 11 minutes 00 seconds West 345.99 feet to the first mentioned point and place of beginning.

**BEING** the Right-of-Way of Orvis Way.

**BEING** part of U.P.I. No. 67-4-23.

**CONTAINING** 1.197 acres of land, more or less.

**ORDINANCE 2019-07**

**WESTTOWN TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA, AMENDING ARTICLE II, TRAFFIC REGULATIONS, CHAPTER 162, VEHICLES AND TRAFFIC, §162-7 SPEED LIMITS, OF THE CODE OF WESTTOWN BY PROVIDING FOR A 25 M.P.H. SPEED LIMIT FOR THE ENTIRE LENGTH OF ORVIS WAY, UPON DEDICATION TO WESTTOWN TOWNSHIP.**

**BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that §162-7 of the Code of Westtown Township, as amended, be amended as follows:

**SECTION 1.** Amend Article II, Traffic Regulations, Chapter 162, Vehicles and Traffic, §162-7, Speed limits, of the Code of the Township of Westtown by adding the following language:

<u>Name of Street</u>	<u>Speed Limit</u>	<u>Location</u>
Orvis Way	25 MPH	Entire Length

**SECTION 2.** If any sentence, clause, section or part of this ordinance is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 3.** All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.

**SECTION 4.** This amendment shall take effect and be in full force and effect five (5) days from and after the date of its final passage and adoption.



**ENACTED AND ORDAINED** by the Board of Supervisors of Westtown Township,  
Chester County, Pennsylvania this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**ATTEST:**

**WESTTOWN TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Robert R. Pingar, Secretary

\_\_\_\_\_  
Scott E. Yaw, Chair

\_\_\_\_\_  
Michael T. Di Domenico, Vice Chair

\_\_\_\_\_  
Carol R. De Wolf, Police Commissioner

# Check Register

Westtown Township

15-Nov-19

From: 05-Nov-19 To: 18-Nov-19

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
<b>Bank Account: 1 GENERAL FUND</b>					
15261	11/5/2019	5438	20/10 Solutions	\$810.00	O
15262	11/5/2019	1009	Ann Marie Cassidy	\$850.00	O
15263	11/5/2019	58	East Goshen Township	\$1,183.19	O
15264	11/5/2019	5685	KC Sign Company	\$14,907.50	O
15265	11/5/2019	847	Marco Protection Systems, LL	\$371.86	O
15266	11/5/2019	1061	McCormick Taylor	\$18,377.50	O
15267	11/5/2019	6105	West Chester Fire Police	\$300.00	O
15268	11/5/2019	7	Westtown-East Goshen PD	\$400.00	O
15269	11/7/2019	1103	Lechmanik, Inc.	\$100,575.00	O
15270	11/11/2019	7178	Buckley Brion	\$15.27	O
15272	11/12/2019	1201	Charles A. Higgins & Sons, Inc	\$2,020.00	O
15273	11/12/2019	406083	Country Packages	\$180.00	O
15274	11/12/2019	1230	Haines Landscaping & Tree S	\$7,200.00	O
15275	11/12/2019	127	In-Fleet Truck Service	\$521.77	O
15276	11/12/2019	878	Intercon Truck Equipment	\$2,340.90	O
15277	11/12/2019	405884	JHL Landscaping	\$159.00	O
15278	11/12/2019	1061	McCormick Taylor	\$1,985.00	O
15279	11/12/2019	1157	Nationwide Testing Associatio	\$150.00	O
15280	11/12/2019	5562	Robert E. Little, Inc.	\$359.51	O
15281	11/12/2019	143	TMACC	\$600.00	O
15282	11/14/2019	7178	Buckley Brion	\$5,892.50	O
15283	11/14/2019	7191	Code Inspections Inc	\$9,715.05	O
15284	11/14/2019	5482	Elaine G. Parrish	\$427.00	O
15285	11/14/2019	1206	Freedom Systems Corporation	\$123.25	O
15286	11/14/2019	7196	GreatAmerica Financial Svcs	\$171.00	O
15287	11/14/2019	996	THE PROTECTION BUREAU	\$314.65	O
15288	11/14/2019	860	TrueNet, Inc	\$120.00	O
15289	11/14/2019	7295	Mila Robinson	\$114.57	O
<b>Bank Total:</b>				<b>\$170,184.52</b>	
<b>Bank Account: 8 WASTEWATER FUND</b>					
3407	11/5/2019	406080	Evoqua Water Technologies L	\$2,734.08	O
3408	11/5/2019	1196	McGovern, Inc.	\$1,664.00	O
3409	11/5/2019	5715	Xylem Dewatering Solutions In	\$5,400.00	O
3410	11/14/2019	5666	M&B Environmental, Inc.	\$3,325.42	O
3411	11/14/2019	1196	McGovern, Inc.	\$1,664.00	O
3412	11/14/2019	1164	Univar USA, Inc.	\$3,667.08	O
<b>Bank Total:</b>				<b>\$18,454.58</b>	
<b>Bank Account: 18 CAPITAL PROJECTS FUND</b>					
1189	11/5/2019	7234	Linn Architects	\$3,013.92	O

---

**Check Register****Westtown Township***15-Nov-19*

From: 05-Nov-19 To: 18-Nov-19

---

<b>Check No</b>	<b>Check Date</b>	<b>VendorNo</b>	<b>Vendor</b>	<b>Check Amount</b>	<b>Status</b>
			<b>Bank Total:</b>	<b>\$3,013.92</b>	
			<b>Total Of Checks:</b>	<b>\$191,653.02</b>	

---