

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, December 2, 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 18, 2019
- III. Summary of Board of Supervisors Workshop – December 2, 2019
- IV. Departmental Reports
 - A. Director of Public Works – Mark Gross
 - B. Historical Commission – Paul Mullin
 - C. Planning Commission – Jim Lees
 - D. Township Solicitor – Stacey Fuller
 - E. Manager’s Report – Rob Pingar
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
 - A. Ordinance 2019-07, Orvis Way Speed Limit Ordinance - Adoption
 - B. Ordinance 2019-08, Sewer Rates Ordinance - Adoption
 - C. 2019 Road Program, Request for Payment No. 2 / Final - Approval
 - D. Routes 3 & 352 Intersection Traffic Signal Improvements Project - Contract Award
- VII. New Business
 - A. Traffic Signal Easement, Deed of Dedication – Adoption
 - B. Hidden Pond Way, Emergency Access Closure Agreement - Adoption
- VIII. Announcements
 - A. Toll Brothers/Crebilly Farm II Planning Commission Meeting – 7:30 PM, Wednesday December 4, 2019 at the Township Building
 - B. Parks & Recreation Winter Festival – 10 AM to 1 PM Sunday, December 8 at Oakbourne Mansion
 - C. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing – 6:00 PM, Wednesday December 18, 2019 at Rustin High School
 - D. Historical Commission Vacancy
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. 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 18, 2019 at 7:30 PM

Present were: Chair Scott Yaw, Vice Chair Michael Di Domenico, Police Commissioner Carol De Wolf, Township Manager Robert Pingar, Police Chief Brenda Bernot, Parks & Recreation Commissioner Allison Corcoran, and Planning Commissioner Jack Embick. There were 11 guests.

I. Pledge of Allegiance & Call to Order

Mr. Yaw called the meeting to order at 7:30 PM, and led the Pledge of Allegiance. He asked if anyone was recording the meeting. No one was responded.

II. Approval of Minutes (November 4, 2019)

Mr. Di Domenico made a motion to approve the November 4, 2019 Board of Supervisors meeting minutes. Ms. De Wolf seconded the motion. There were no comments, and the minutes were unanimously approved.

III. Summary of Board of Supervisors Executive Session – November 11, 2019

Mr. Yaw stated that the Board met in executive session to discuss personnel matters.

IV. Workshop Meeting Summary (November 18, 2019)

Mr. Yaw stated that the Board discussed the Huey ruins, the 2020 township budget, and Ordinance 2019-08 on sewer rates which is on tonight's regular meeting agenda.

There were no questions or comments.

V. Departmental Reports

A. Westtown - East Goshen Police (WEGO) – Chief Bernot

Rather than focusing on crime, Chief Bernot reported on three positive events:

1. WEGO is participating in **Toys for Tots**. Residents can donate new, unwrapped toys in the station lobby, M-F 8:30 – 4:30.
2. The department is also participating in the **One Warm Coat** drive. New or gently used coats, scarves, hats, gloves, etc. are being accepted.
3. Residents can also take advantage of a new program called **Report It** through Leads Online. This program allows citizens to safely and securely store information on your valuables that can be helpful in the event of loss or theft.

Additional information on all three of these programs is available on the WEGO website, www.WEGOPD.org.

There were no questions or comments.

B. Parks & Recreation Commission (P&R) – Allison Corcoran

Ms. Corcoran stated that the commission decorated the Oakbourne Mansion for the holiday season and reported that their annual Winter Festival is Sunday, December 8 from 10 AM to 1 PM. The event is free, but the commission is requesting that attendees bring a canned or non-perishable food donation for the West Chester Food Cupboard. There will be crafts for the kids, photos with Santa, story time, cookie decorating, refreshments, and holiday shopping from several local vendors.

There were no questions or comments.

C. Planning Commission (PC) – Jack Embick

Mr. Embick reported on their November 7 special meeting regarding the Toll Brothers/Crebilly Farm II Conditional Use (CU) application. The commission heard from the township's general engineer, McCormick Taylor, and stormwater engineer, Cedarville Engineering, as well as from the township's Planning and Zoning consultant, John Snook. Information on the application is available on the township website.

Mr. Yaw asked how many more meetings the PC plans to have regarding Crebilly. Mr. Embick could not say how many meetings will be necessary for the PC to draft their recommendation and conditions for the Board's consideration. He stated their next meeting is November 20.

There were no other comments or questions.

D. Manager's Report – Rob Pingar

Mr. Pingar shared with the Board that a resident included a note with their utility bill commending the township on the new Oakbourne Road Bridge. Mr. Pingar also reported that much of his and the staff's time this month has been devoted to drafting the 2020 township budget, preparations for the dedication of Orvis Way, and dealing with the Quaker Ice Rink noise complaints. Mr. Pingar added that he and the Board will be attending the Chester County Association of Township Officials Fall Conference on Thursday.

Ms. De Wolf asked if the brightness of the Oakbourne Park message board had been reduced. Mr. Pingar stated that he was not sure, but would check on that. Ms. De Wolf stated that Mr. Pingar should get back to the resident on that issue and the curbing on the east side of the bridge.

There were no other comments or questions.

VI. Public Comment (Non Agenda Items)

Amelia Maurizio (603 Stockton Court), asked if the township has the sound report from Pennoni and, if so, what were the results. Mr. Pingar stated the township received the report and it indicated the ice rink is in violation of the noise ordinance during the evening hours. Mr. Pingar stated that the township is in the process of issuing another Notice of Violation (NOV). Ms. Maurizio asked why the ice rink is not being forced to conform with the township's ordinance. Mr. Yaw stated that the Board could not divulge the township's legal strategy, but assured her that the Board is exploring every option they have to address the situation.

Mr. Di Domenico asked if we are able to shut the rink down until they fix the violation. Mr. Pingar said that the township solicitor has stated that the township cannot close the rink down. Mr. Yaw stated that the township can go through the fining process or file an injunction, but they cannot shut the rink down.

John Ryan (600 Tunbridge Road) echoed Ms. Maurizio's statements. He stated that he has copies of the NOV's from 2/11/19, 4/22/19 and 9/9/19, and they have not resulted in any improvement.

Mr. Di Domenico and Ms. De Wolf asked why the Board cannot vote to shut the rink down. Mr. Yaw reminded the Board that they cannot discuss litigation in a public setting. Mr. Yaw said the township cannot shut the rink down without a judge's order.

Sean Flynn (1047 Preserve Lane) asked Mr. Pingar about the status of the curb agreement for Rustin Walk. Mr. Pingar stated the agreement has not been finalized for the developer's signature. He also wanted to piggyback on the grading concerns and related stormwater runoff with the area behind 1047 – 1051 Preserve Lane. Mr. Pingar stated that the grading is an outstanding item on the punch list, and it must be addressed before the township will accept dedication. Finally, Mr. Flynn asked if the developer had made any payment requests since 2017. Mr. Pingar said there has not, and monies are still held in escrow.

There was no other public comment.

VII. Old Business

A. Oakbourne Mansion Exterior Repairs Project – Request for Payment No. 2

Mr. Yaw stated that Linn Architects has evaluated the invoice submitted by R.C. Legnini Company, Inc. for work completed on the Oakbourne Mansion Exterior Repairs Project, and has recommended payment in the amount of \$107,820.00, which reflects 10% retainage. Mr. Di Domenico made a motion to approve Payment No. 2 to R.C. Legnini Company, Inc. in the amount of \$107,820.00. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

B. Tyson Park Phase 2 Improvements - Request for Payment No. 3 / Final

Mr. Yaw stated that McCormick Taylor has 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 \$16,131.80. This is the final payment as the project has been completed and no work remains. Mr. Di Domenico made a motion to approve Payment No. 3 / Final to Lechmanik, Inc. in the amount of \$16,131.80. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

C. Oakbourne Road Bridge Replacement Project - Request for Payment No. 3

Mr. Yaw stated that Carroll Engineering has evaluated the invoice submitted by Road-Con, Inc. for work completed on the Oakbourne Road Bridge Replacement Project, and has recommended payment in the amount of \$246,922.03, which reflects 5% retainage. Mr. Di Domenico made a motion to approve Payment No. 3 to Road-Con, Inc. in the amount of \$246,922.03. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

D. Arborview Commercial Property (Ducklings Daycare) – Escrow Release No. 1

Mr. Yaw stated that Cedarville Engineering letter dated November 12, 2019 recommending Escrow Release No. 1 for the Ducklings Daycare land development project in the amount of \$176,938.23, less 10% withholding for a net release of \$159,244.41. Mr. Di Domenico made a motion to approve Escrow Release No. 1 for the Ducklings Daycare land development project in the amount of \$159,244.41. Ms. De Wolf seconded the motion.

Phil Anderson (101 Hidden Pond Way) asked if this escrow release in any way impacts the parking spaces reserved as potential green space if determined they were not necessary for the commercial development. Mr. Pingar responded that this escrow release only applies to work already completed.

There was no other public comment. Mr. Yaw then recused himself from voting on the motion, based on a conflict of interest noted in his abstention memorandum dated July 16, 2018. The motion was approved 2-0, with Mr. Yaw abstaining.

E. Ordinance 2019-08, Sewer Rates – Authorize Advertisement

Mr. Yaw explained that this ordinance amendment is the third year of a three-year transition to consolidate five separate sewer sub-districts with three different quarterly rates, into two sub-districts with the same \$205 per quarter flat rate. This ordinance amendment is also year-two of a three-year transition to eliminate declining block sewer rates to a flat rate of \$13.41 per 1,000 gallons of metered water usage or sewage flow.

Mr. Di Domenico made a motion to authorize advertisement of Ordinance 2019-08, amending Chapter 132 (Sewer System Collection and Conveyance Regulations), Section 132-3, subsections A, B, and C, and Section 132-4, subsection A. Ordinance 2019-08 will be adopted at the Board's regularly scheduled meeting on December 2, 2019. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

VIII. New Business

A. Resolution 2019-11 - PA Small Water and Sewer Program Grant Application, Pleasant Grove Pump Station Force Main Replacement Project

Mr. Yaw explained that this resolution is for a grant application for work on the Pleasant Grove Pump Station force main that the township intends to undertake in the near future. Mr. Di Domenico made a motion to approve Resolution 2019-11 designating the Township Wastewater Engineer, William Malin of Carroll Engineering, as the official to execute all documents and agreements between Westtown Township and the Commonwealth Financing Authority for a PA Small Water and Sewer Program Grant application for the Pleasant Grove Pump Station Force Main Replacement Project. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

B. Resolution 2019-12 - PA Small Water and Sewer Program Grant Application, Ponds Edge Road Sewer Repairs Project

Similarly, this resolution authorizes the township wastewater engineer to execute a grant application for sewer repairs on Ponds Edge Road. Mr. Di Domenico made a motion to approve Resolution 2019-12 designating Township Wastewater Engineer, William Malin of Carroll Engineering as the official to execute all documents and agreements between Westtown Township and the Commonwealth Financing Authority for a PA Small Water and Sewer Program Grant application for the Ponds Edge Road Sewer Repairs Project. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

C. Resolution 2019-13 - Orvis Way Right-Of-Way Dedication

Mr. Di Domenico made a motion to approve Resolution 2019-13 accepting dedication of the Orvis Way Right-of-Way as shown on the Arborview Commercial Lot Preliminary/Final Land Development Plan for Fair Share Properties, L.P. Ms. De Wolf seconded the motion. Mr. Yaw recused himself from voting on the motion, based on a conflict of interest noted above. The motion was approved 2-0, with Mr. Yaw abstaining.

D. Orvis Way Maintenance Agreement

Mr. Di Domenico made a motion to approve the Orvis Way Maintenance Agreement which obligates the builder of Orvis Way, pursuant to the Orvis Way Right-of-Way dedication, to repair or replace all defects in the Orvis Way improvements for a period of 18 months from the date of Agreement. Ms. De Wolf seconded the motion. Mr. Yaw recused himself from voting on the motion, based on a conflict of interest noted above. The motion was approved 2-0, with Mr. Yaw abstaining.

E. Ordinance 2019-07 - Orvis Way Speed Limit, Authorize Advertisement

Mr. Di Domenico made a motion to authorize advertisement of Ordinance 2019-07, amending Chapter 162 of the Code of Westtown by providing for a 25 MPH speed limit for the entire length of Orvis Way upon dedication of this public road to Westtown Township. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

IX. Announcements

Mr. Yaw made the following 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 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 on All Topics

Manisha Borwankar (614 Tunbridge Road) asked about the transcript of the Zoning Hearing Board (ZHB) decision to approve the ice rink. Mr. Yaw stated that the transcript was ordered and received, and is now being reviewed by the township solicitor. Mrs. Borwankar stated she was present at the hearing and that it was stated that no commercial enterprise would be allowed inside the rink. She asked how it is possible the rink now has a building permit to construct a snack bar. Mr. Pingar said that although they may have stated in the hearing that they would not build a commercial enterprise at that time, there is nothing in the ZHB decision that prohibits them from having a snack bar or skate shop. Mrs. Borwankar asked about the post construction inspection process for a building permit, and specifically if the rink was inspected after the chiller was installed to ensure there was no noise beyond 100 feet. Mr. Pingar stated the permit inspection would have made sure that everything was built according to the plans, but sound levels would not have been part of the inspection process. Mrs. Borwankar asked about inspections of current construction on the second level.

Amelia Maurizio wanted to go on record again as having asked how the rink can operate in violation of what was approved.

John Ryan (600 Tunbridge Road) asked Mr. Pingar how the rink was allowed to make structural changes. Mr. Pingar stated that he cannot speak to the testimony made at the ZHB hearing. He said that the ZHB decision does not say anything about prohibiting a commercial enterprise. Mr. Ryan concluded that whatever the rink stated in their original ZHB application must be irrelevant if this how the decision is interpreted. Mr. Pingar and Mr. Yaw disagreed with this statement. He also expressed his frustration that the rink has never been fined despite their several violation notices. Mr. Ryan then asked if the ZHB conducted a feasibility study before approving the rink's application. Mr. Pingar replied the ZHB does not conduct their own feasibility studies and did not require it for this particular application. Mr. Ryan asked why the rink hasn't been shut down unless they address the violations. Mr. Yaws commented that the township does not have the legal authority to shut down the rink under these circumstances and to do so would be unconstitutional. He stated that the language in the ZHB decision is not as clear as it could be and complicates how the township can move forward. Mr. Ryan replied that the township has not done their due diligence on this matter. Mr. Ryan asked how the rink's special exception was approved when Planning Director, Will Ethridge had originally recommended denial. Mr. Yaws replied that the rink had the right to appeal Mr. Ethridge's decision, which they did. Mr. Di Domenico added that while he and the board are trying to support Mr. Ryan and his neighbors, they have to contend with the fact that government processes are sometimes very slow.

There was no other public comment.

XI. Payment of Bills

Mr. Di Domenico made a motion to approve General Fund bills in the amount of \$170,184.52, Waste Water Fund bills in the amount of \$18,454.58, and Capital Projects Fund bills in the amount of \$3,013.92 for a total of \$191,653.02.

Ms. De Wolf seconded the motion. There were no comments or questions, and the check registers were unanimously approved.

XII. Adjournment

Ms. De Wolf made a motion to adjourn the meeting, seconded by Mr. Yaw. The meeting adjourned at 8:45 PM.

Respectfully submitted,

Robert Pingar
Township Manager

**WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT FOR NOVEMBER 2019**

ROADS

- ◆ Placed barrier rocks on Orvis Way per BOS request.
- ◆ Afterhours response for three trees across the roadway at various locations.
- ◆ Grouted 15 failed joints in a 24” concrete storm pipe along Cockburn Dr.
- ◆ Outfitted all salt trucks with spreaders and checked the operation of the plow systems.
- ◆ Steve Spranger obtained a CDL Class A license.
- ◆ Repaired two sinkholes adjacent to stormwater inlets in Green Lane Village.
- ◆ Continued an accuracy review of our GIS mapping system.
- ◆ Filled potholes throughout the township as necessary.
- ◆ Straightened and replaced faded and damaged street signs.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Completed two grass mowings.
- ◆ Graded and rolled the stone parking lot area at the garage complex.
- ◆ Mulched leaves in the Pleasant Grove traffic islands.
- ◆ Cleared additional bush from the Huey Ruins for additional study.
- ◆ Checked operation and fluid levels on all standby generators.

OAKBOURNE PARK AND MANSION HOUSE

1. Continued project management of the Mansion and Carriage House exterior renovations.
2. Removed a large fallen spruce tree from the mansion grounds.
3. Constructed a landscape berm and planted 20 trees as a visual screen near the Aqua water tank facility.
4. Assist in holiday decorating of the mansion.
5. Cleaned the mansion windows and installed the storm windows.
6. Cleaned the inlets throughout the athletic complex, removed a broken flagpole, and repaired the wood steps.
7. Trash, recyclables, and restroom cleaning and maintenance.

PARKS AND OPEN SPACE

1. Inspected all playground structures for safety hazards.
2. Inspected stormwater retention basins for proper operation.

WASTEWATER

- ◆ Performed semi-annual cleaning of all pump station wet wells.
- ◆ Replaced four motors at WCC that were out of repair.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-12 – Replaced the front and rear brake pads and calipers due to salt corrosion.
- ◆ 67-20 – Replaced a rusted exhaust pipe and repaired the trailer wiring.
- ◆ 67-25 – Installed side boards on the dump body and applied identification decals on the doors.
- ◆ Replaced the battery in the Park Kubota UTV.

FUTURE PROJECTS

- ◆ Continue oversight of the Mansion exterior renovation project.
- ◆ Begin GIS point collection of added features throughout the township.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall
1039 Wilmington Pike, Westtown Township
Wednesday, November 20, 2019 – 7:30PM

Present

Commissioners – All Planning Commission (PC) members were present. Also present was Planning Director, Will Ethridge, PC Solicitor, Kristin Camp, and Township consultant, Al Federico.

Call to Order and Pledge of Allegiance

Mr. Pomerantz called the meeting to order at 7:30 PM and lead those present in the Pledge of Allegiance.

Adoption of Agenda (JL/SR) 6-0

No changes were made.

Approval of Minutes

Planning Commission Special Meeting – 11/7/2019 (JE/KF) 6-0

Announcements

None

Public Comment – Non Agenda Items

None

New Business

None

Old Business

- 1. Toll Bros. Crebilly Farm development application** - Kristin Camp, Township solicitor, referred to the draft letter she prepared on behalf of the PC to the BOS in regards to the submitted Toll Bros. development application for conditional use approval. She confirmed her judgement that the applicant had not demonstrated compliance with the criteria in §170-2009(D)1(h) of the ordinance and therefore, the application can be denied on that basis. Ms. Camp also referred to Al Federico's review letter that included most notably, the deficiencies of the application including insufficient and unverified site access distances, as well as inconclusive traffic impacts due to the use of outdated traffic counts and the use of incomplete or outdated data to derive assumed diversions and crash summaries.

Al Federico recapped his review letter provided to the PC summarizing a list of deficiencies with the application regarding the traffic impact of the proposed development. He emphasized that the way the transportation study was developed, the age of data chosen for the analysis, and methods of measurements used, made the application not credible. In his opinion, those items needed to be addressed by the applicant.

Mr. Embick raised a question as to whether the township could argue that the additional traffic caused by the proposed development would impinge on the protected values in the Pennsylvania Constitution, and therefore, failure to provide information on those projected impacts could be further grounds for denial. Ms. Camp did not believe such an argument would be legally supportable.

Mr. Pomerantz questioned the reason behind the applicant choosing not to provide a credible analysis. Mr. Federico speculated that the traffic engineer had treated the analysis as an update and not a new study. However, in his opinion, it was a new application submitted to the Township that called for new data.

Mr. Pomerantz asked Mr. Federico for any feedback from PennDOT regarding the application. He responded that PennDOT expected the proposal to move forward with the applicant providing whatever mitigation was required to meet the agency's standards.

Mr. Flynn asked if the updated traffic study included the additional traffic generated by new Toll Bros. development off Teague Rd in East Bradford. Al Federico clarified that the applicant addressed that as a part of background growth; and he provided a summary on how the traffic studies were developed.

Mr. Embick inquired whether the applicant provided any information about the effect of traffic on the constitutionally protected values he noted earlier. Mr. Federico confirmed that they did not.

Mr. Flynn pointed out that there were other items to serve as reasons for denial. Ms. Camp recapped that the application was not consistent with a newly adopted Comprehensive Plan. She referred to the list of those deficiencies provided by John Snook, the Township's planning consultant.

Mr. Embick suggested requiring the applicant, as a condition, to provide an environmental assessment. Ms. Camp noted that there were no legal cases where an application was denied due to an applicant not providing evidence of impact on protected values. She argued that if the Township wanted an applicant to demonstrate that impact in some form, it had to be included in the zoning ordinance with specific criteria on what and how those items would be assessed. She suggested looking into the specifics of an environmental assessment and building standards around that. After a brief discussion, the PC decided to include the requirement for an environmental assessment as a condition.

Motion to recommend to the Board of Supervisors the denial of the Toll Bros. Application for conditional use approval. (DP/SR) 7-0

In the event that Applicant presents evidence or more recent traffic reports, revised grading/intersection designs, updated traffic counts, more in-depth modeling and more comprehensive safety studies to address the comments and noted deficiencies in the Traffic Engineer's October 15, 2019 review letter to satisfy its burden of proof under Section 170-2009.D(1)(h) or revises the Plan so that it is consistent with the Comprehensive Plan as required by Section 170-902.D, the Planning Commission recommends that the Board approve the application subject to the conditions noted in the November 2019 letter.

Ms. Camp recapped the list of 47 conditions as stated in the motion and referenced in the draft letter prepared on behalf of the PC to the BOS. A list of conditions was compiled from the review letters provided by various consultants and the public. PC members went through the list and made final edits as appropriate. Several of those included:

- Restrictions on construction times
- Pedestrian/bicycle facilities within the proposed development
- Paving and trail maintenance
- Impervious calculation changes
- Sufficient parking for school buses
- Additional parking concerns
- Public sewer tie in
- Structural integrity of the existing bridge
- Incorporation of the Chester County Planning Commission comments
- Darlington Inn and improvements to Rt. 926 and 202 intersection
- Right-of-way related project modifications

Mr. Pomerantz noted that at the next PC meeting scheduled for December 4, 2019, Ms. Camp would present a final draft of conditions for the PC to vote on.

Public Comment

The public brought up the following concerns and suggestions to the PC to consider:

- Recommendation to include something about perpetual deer management
- Maintain the bridal path in the area outside the fence
- Maintain the pastoral aspect of the community and access that will allow for equestrian use
- Consideration to the corn cribs by the main barn, by the pond and the scale house
- Document the inside and outside of all the homes located on the property for historic preservation purposes
- Working with the walkable Brandywine Battlefield and maintain the part of that trail system
- Impact on the school system and the taxpayers

Reports

Board of Supervisors

Adjournment (JL/RH) 7-0

Meeting was adjourned at 10:40 pm.

Next PC Meeting:

December 4, 2019, 7:30 pm – Township Bldg (last meeting of the year)

PC Representative at next Board of Supervisors Meeting:

December 2, 2019 – Jim Lees/Elaine Adler

December 16, 2019 – Russ Hatton/Jack Embick

Respectfully submitted,

William Ethridge, Planning Commission Secretary

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

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, Subsections A, B and C are amended to read as follows:

Customer Classifications:	Rental
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



MEMORANDUM

TO: Mr. Robert Pingar, P.E., Township Manager & Director of Engineering
FROM: Susan Guisinger-Colon, P.E.
DATE: November 26, 2019
SUBJECT: 2019 Westtown Township Road Maintenance Program
Recommendation for Payment Request No.: Two (2) - Final

Our office has evaluated the attached October 16th invoice submitted by Innovative Construction Services, Inc. for the work completed as part of the 2019 Road Maintenance Program in Westtown Township. All work performed has been completed in accordance with the contract requirements, and has been inspected by a representative of our office. The required closeout documents have been received, including a Maintenance Bond guaranteeing the completed work for a period of two years. The status of the contract is summarized as follows:

Original Contract Sum	\$1,115,153.06
Shiloh Road (Utility Replacement Conflict) - Deduct	\$140,180.00
Revised Contract Sum	\$974,973.06
Final Contract Value (Actual As-Built Total)	\$853,702.84
Total Work Completed and Confirmed in Invoice No. 1	\$116,758.00
Retainage Invoice No. 1 (5%)	-\$5,837.90
Amount Paid Invoice No. 1	\$110,920.10
Total Work Completed and Confirmed in Invoice No. 2 – Final	\$736,944.84
Release of Retainage Invoice No. 1 (5%)	\$5,837.90
Recommendation for Payment No. 2 - Final	\$742,782.74
Balance to Finish	\$0.00

The Original Contract Sum was based on estimated quantities in the Bid Package. The Final Contract Value reflects the actual as-built totals based on field measurements and contract unit prices.

It is our recommendation the amount of **\$742,782.74** be paid to Innovative Construction Services, Inc. as **Payment No. Two (2) - 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. Richard Somers, Innovative Construction Services, Inc.



November 26, 2019

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

**RE: Westtown Township Traffic Signal Improvements: West Chester Pike (SR 0003) and North Chester Road (SR 0352) Green Light Go Project
Recommendation of Award / Bid Tabulation Summary
MT No.: 5675.39**

Dear Mr. Pingar:

As requested, McCormick Taylor has received and reviewed the bids for the Westtown Township Traffic Signal Improvements. The bidding began on November 1, 2019 and bids were received, opened, and reviewed on November 22, 2019 at 10:00 am. The bids were advertised on November 1, 2019 and November 4, 2019 in the Daily Local Newspaper.

Bid Tabulation Summary

	Kuharchik Construction Inc.	Lenni Electric Corp.	Miller Bros. Div. of Wampole Miller Inc.
LUMP SUM TOTALS	\$150,246.15	\$172,454.72	\$199,210.72

Recommendation of Award

Based on the bids provided for the Westtown Township Traffic Signal Improvements Project, and the analysis of the provided Bid Documents, it is our recommendation that Westtown Township award the Project to **Kuharchik Construction Inc.** of Exeter, PA.

Bid Conclusions

- o There were a total of three (3) bidders for the Westtown Township Traffic Signal Improvements Project
- o Kuharchik Construction Inc. is the lowest responsible bidder.
- o Kuharchik Construction Inc. has provided all required bid documents.

PROCESS

In order for the contract to be executed, the selected Contractor must provide all Contract Documents listed in the bid package. As part of the bid, Kuharchik Construction Inc. preemptively submitted an executed Bid Form and Contract. Original, signed hard copies of the documents must be provided to



the Township for execution.

Additionally, the contractor must provide the following outstanding Contract Documents: Performance Bond, Payment Bond, and Certificate of Insurance.

As always, please feel free to contact me at 610-640-3500 should you have any questions regarding our recommendation of award.

Regards,

McCormick Taylor, Inc.

A handwritten signature in black ink, appearing to read "Andrew J. Parker".

Andrew J. Parker, P.E., PTOE
Project Manager

cc: Mark Gross
JoAnne Grube

Prepared by/Return to:

Patrick M. McKenna, Esquire
Gawthrop Greenwood, PC
P.O. Box 562
West Chester, PA 19381-0562

UPI No. 67-2-46.1

TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS TRAFFIC SIGNAL EASEMENT AGREEMENT, made the _____ day of _____, 20____ (“Easement Agreement”), by and between **WESTTOWN TOWNSHIP** (“Township”), a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and having an address of 1039 Wilmington Pike, West Chester, Pennsylvania, and **WESTTOWN BUSINESS CENTER ASSOCIATION** (“Grantor”), having an address in c/o Brite Realty Services, Inc., 677 Exton Commons, Exton, Pennsylvania.

Background

- A. The Grantor is the owner of real property identified as UPI No. 67-2-46.1 (“Property”), located in Westtown Township, Chester County, Pennsylvania, also known as the Westtown Business Center, consisting of approximately 14.3 acres, and as more particularly described in a deed recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania in Book 2041, Page 201.
- B. In connection with the installation of new traffic signal support poles and mast arms at the signalized intersection of SR 0352 (North Chester Road) and SR 0003 (West Chester Pike) as

depicted on the Traffic Signal Easement Plan prepared by McCormick Taylor, dated October 14, 2019, attached hereto and incorporated herein as Exhibit A, it will be necessary for the Township to erect certain traffic signal facilities, specifically a standard galvanized steel traffic signal support pole ("Improvements"), on a portion of the Property.

- C. The Township seeks, and the Grantor has agreed to grant, this Traffic Signal Easement, measuring approximately 417 square feet in area, as depicted on Exhibit A ("Easement Area"), to allow the Township to access, construct, and maintain the Improvements in the Easement Area.

Agreement

NOW, THEREFORE, in consideration of payment by the Township to Grantor of the sum of One Dollar (\$1.00), receipt of which is acknowledged, for the easement described herein, and intending to be legally bound, the parties hereto covenant and agree as follows:

1. The foregoing background paragraphs are incorporated by reference as if fully set forth herein.
2. Grantor hereby grants and conveys to Township, its successors and assigns, such right, title or interest, right-of-way and easement on and under the lands described herein and as are necessary to erect, install, construct, operate, replace and maintain the Improvements, their accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the Township of the said right, title or interest, right-of-way and easement, and for the exercise of said rights and privileges to erect, construct, replace, renew, repair and maintain the Improvements, their accessories and appurtenances, including foundations, poles, conduits, mast arms, signals, controller boxes and associated wiring; and to clear and keep cleared all trees, shrubs, roots, brush and other obstructions from the surface and subsurface therein.
3. The Easement Area along, in and under which the right, title or interest, rights-of-way or easements above-mentioned are granted and conveyed as depicted on Exhibit A and as further described in the Legal Description prepared by McCormick Taylor, dated September 4, 2019, attached hereto and incorporated herein as Exhibit B.
4. The said title, right of interest, right-of-way and easement herein appropriated by the Township for the erection, installation, construction, operation, change, repair, renewal and maintenance of the Improvements, accessories and appurtenances, are defined and limited as follows:
 - a. To the permanent occupation and use of such area underground as shall be required for the installation, construction, anchorage and support of the Improvements, together with accessories and appurtenances required.

- b. To the permanent occupation and use of such surface area as shall be required for the Improvements, their accessories and appurtenances.
 - c. To the temporary occupation and use of the Easement Area as shall be reasonably required for the original erection, installation and construction of said Improvements.
 - d. To the temporary occupation and use of the Easement Area as shall from any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair and maintenance of the Improvements; the Township to be and remain responsible for all damage to fences, trees, shrubs or other property occasioned by reason of any such future occupation and use, and if and when such damage be sustained.
5. The Township shall, in connection with the exercise of any rights under the aforesaid perpetual and construction right-of-way and easement and consistent with the rights and privileges herein granted, cause every reasonable means to be used to protect from injury or damage all of Grantor's property, including lawns, trees, shrubbery, fences, walls, natural features, or any existing improvements thereto, and will at all times after doing any work in connection with the Improvements, restore the surfaces of the Easement Area to as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights and shall also restore the Easement Area with equal surfacing of gravel, macadam, concrete or other improved surface as the case may be, and in all other cases with soil and/or topsoil, seeded and/or mulched as necessary.
 6. The Township agrees to indemnify, defend, and hold harmless the Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including, without limitation, counsel fees and costs (whether incurred before, during or after trial, or upon any appellate level), arising from the Township's use of the Easement Area, including during the installation and any period of repair or replacement of the Improvements, or from the exercise by the Township of any rights granted by this Easement Agreement. The release and indemnity hereunder shall survive any termination of this Easement Agreement.
 7. The Grantor is to have full use and enjoyment of the Easement Area, except for the purposes granted the Township. Grantor shall not construct, or permit to be constructed, any house, structure, plantings or obstructions on or over the Easement Area or that will interfere with the erection, construction, maintenance or operation of the Improvements, their accessories and appurtenances, constructed hereunder and will not change the grade over the Easement Area.
 8. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

9. This Easement Agreement shall be recorded in the Office of the Recorder of Deeds of Chester County at the sole cost and expense of the Township.
10. This Easement Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. This Easement Agreement is the entire and only understanding and agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written. This Easement Agreement may be modified or amended only upon the mutual written consent of the Township and the Grantor, or their respective legal representatives, successors or assigns.
12. This Easement Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document, each such counterpart shall be deemed an original and an electronic copy is as valid as an original and shall be deemed an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year aforesaid.

ATTEST:

GRANTOR:
WESTTOWN BUSINESS CENTER
ASSOCIATION

By: _____
Title: _____

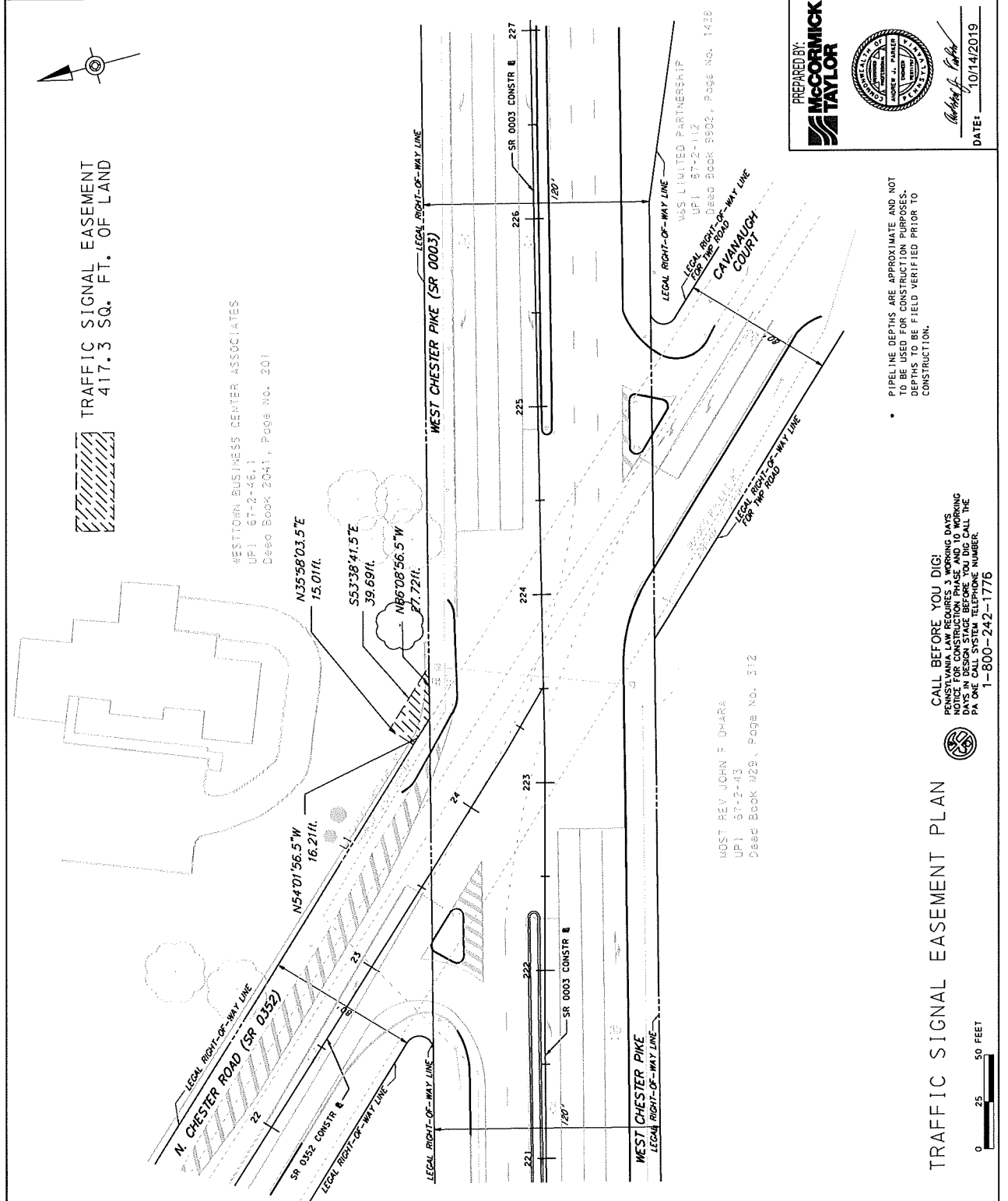
ATTEST:

GRANTEE:
WESTTOWN TOWNSHIP

Scott E. Yaw, Esq.
Chair, Board of Supervisors

Exhibit A

Traffic Signal Easement Plan



TRAFFIC SIGNAL EASEMENT
417.3 SQ. FT. OF LAND



WESTTOWN BUSINESS CENTER ASSOCIATES
UPI 67-2-46.1
DEED BOOK 2041, PAGE NO. 201

MOST REV JOHN F. DHARA
UPI 67-2-43
DEED BOOK 428, PAGE NO. 312

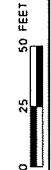
VAS LIMITED PARTNERSHIP
UPI 67-2-112
DEED BOOK 8902, PAGE NO. 1418

PIPELINE DEPTHS ARE APPROXIMATE AND NOT TO BE USED FOR CONSTRUCTION PURPOSES. DEPTHS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 10 WORKING DAYS FOR EXCAVATION PHASE. YOU MUST CALL THE PA ONE CALL SYSTEM TELEPHONE NUMBER. 1-800-242-1775



TRAFFIC SIGNAL EASEMENT PLAN



PREPARED BY:
MCCORMICK TAYLOR

DATE: 10/14/2019

DISTRICT	CHESTER	ROUTE	SECTION	SHEET
6-0	0003	---	---	OF 3
TOWNSHIP	WESTTOWN TOWNSHIP			
REVISIONS	DATE	BY		
TRAFFIC SIGNAL NOTES				
DO NOT MODIFY INSTALLATION WITHOUT PRIOR WRITTEN APPROVAL. ALL SIGNS AND PAVEMENT MARKINGS INDICATED ARE CONSIDERED PART OF THE ORIGINAL DESIGN AND SHALL BE MAINTAINED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION 274.				
POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND FACE OF CURB OR EDGE OF SHOULDER. CLEARANCE HORIZONTALLY OF 2 FEET.				
ALL OVERHEAD SIGNALS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 14 FEET OVER THE ROADWAY. ALL OVERHEAD SIGNALS SHALL BE A MINIMUM OF 8 FEET ABOVE THE SIDEWALK OR PAVEMENT.				
ALL OVERHEAD SIGNALS MUST BE ROOF MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH FLUORESCENT YELLOW RETROREFLECTIVE BOARDS. WITH THE EXCEPTION OF THE EXACT LOCATION OF DETECTORS ALLOWING FOR DETECTOR MOUNTING HEIGHTS.				
FOLLOWING PAVEMENT PUBLICATIONS:				
- PA 146 TRAFFIC SIGNAL DESIGN HANDBOOK				
- PA 148 TRAFFIC STANDARDS SIGNALS, TC-8000 SERIES				
- PA 149 TRAFFIC STANDARDS SIGNALS, TC-8000 SERIES				
THE TRAFFIC SIGNAL SUPPORTS SHALL BE LOCATED IN THE FIELD BY A CONTRACTOR. THE CONTRACTOR SHALL OBTAIN ELECTRICAL SERVICE FROM THE LOCAL POWER COMPANY.				
THE CONTRACTOR SHALL COMPLETE THE NECESSARY APPLICATIONS IN ACCORDANCE WITH THE LOCAL POWER COMPANY.				
THE CONTRACTOR SHALL INSTALL ALL NEW TRAFFIC SIGNAL EQUIPMENT AND RELATED MATERIALS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND EQUIPMENT THAT IS REACHED SHALL BE THE PROPERTY OF THE LOCAL POWER COMPANY. UNLESS OTHERWISE DIRECTED BY THE TOWNSHIP ENGINEER.				
PAVEMENT MARKINGS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. REFER TO THE ROADWAY CONSTRUCTION PLANS FOR THE LOCATION OF UTILITIES AND PROPERTY OWNER INFORMATION.				
THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS APPROVED TO DO SO BY THE TOWNSHIP ENGINEER. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE TOWNSHIP ENGINEER. UNLESS OTHERWISE DIRECTED BY THE TOWNSHIP ENGINEER, THIS DRAWING IS DATED DECEMBER 30, 1974.				
EXISTING	PROPOSED			
MAST ARM	STRAIN POLE/PEDESTAL	VEHICULAR SIGNAL HEAD	PEDESTRIAN PUSH BUTTON/SIGN	PEDESTRIAN SIGNAL HEAD
POST MOUNTED SIGN	POST MOUNTED SIGN	FUNCTION BOX	VIDEO DETECTOR	DETECTION ZONE
CONTROLLER CABINET	EMERGENCY PREEMPTION DETECTOR	EMERGENCY PREEMPTION CONFIRMATION BEACON	CONDUIT/SIZE	LUMINAIRE
SOLID WHITE LINE/WIDTH	BROKEN WHITE LINE/WIDTH	BROKEN YELLOW LINE/WIDTH	SOLID YELLOW LINE/WIDTH	DOUBLE YELLOW LINE/WIDTH
DOTTED WHITE LINE/WIDTH	DETECTABLE WARNING SURFACE	PHASE NUMBER		
COUNTY:	CHESTER			
MUNICIPALITY:	WESTTOWN TOWNSHIP			
INTERSECTION:	WEST CHESTER PIKE (SR 0003) & NORTH CHESTER ROAD (SR 0352)/CAVANAUGH COURT			
REVIEWED:				
MUNICIPAL OFFICIAL	DATE			
RECOMMENDED:				
DISTRICT TRAFFIC ENGINEER	DATE			
FILE # 0343	SYSTEM PERMIT # 1-0181			

Exhibit B
Legal Description



September 4, 2019

MT # 5675.39

**LEGAL DESCRIPTION
TRAFFIC SIGNAL EASEMENT
OVER LANDS NOW OR FORMERLY OF
WESTTOWN BUSINESS CENTER ASSOCIATES
WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN Traffic Signal Easement situated in the Township of Westtown, County of Chester, and Commonwealth of Pennsylvania being a portion of lands now or formerly of the Westtown Business Center Associates, as shown on the Traffic Signal Easement Plan for the intersection of SR0352 (North Chester Road) and SR0003 (West Chester Pike), System Permit #1-0181, and being more particularly described as follows:

BEGINNING at a point, said point being the intersection of eastern right-of-way line of SR0352 (North Chester Road, 80' wide at this location), and the northern right-of-way line of SR0003, (West Chester Pike, 120' wide at this location), said point being a property corner of lands, now or late, of Westtown Business Center Associates, (UPI No.: 67-2-46.1, Parcel Identification No: 6702-00460100):

Thence to a point, North Fifty Four Degrees One minute Fifty-Six and Five Tenths seconds West (N 54°01'56.5" W) a distance of Sixteen and Twenty-One Hundredths (16.21) feet;

Thence, North Thirty-Five degrees Fifty-Eight minutes Three and Five Tenths seconds East (N 35°58'03.5" E) a distance of Fifteen and One Hundredth (15.0) feet;

Thence, South Fifty-Three degrees Thirty-Eight minutes Forty-One and Five Tenths seconds East (S 53°38'41.5" E) a distance of Thirty-Nine and Sixty-Nine Hundredths (39.69) feet;

Thence, North Eighty-Six degrees Eight minutes Fifty-Six and Five Tenths seconds West (N 86°08'56.5" W) a distance of Twenty-Seven and Seventy-Two Hundredths (27.72) feet.

Said point being the intersection of eastern right-of-way line of SR0352 (North Chester Road), and the northern right-of-way line of SR0003, (West Chester Pike) and POINT AND PLACE OF BEGINNING.

Containing 417.34 square feet of land, more or less, as described herein.

This easement is for the construction, inspection, operation, maintenance, repair, reconstruction and alteration of a traffic signal and appurtenance thereto.

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF CHESTER :

ON THIS, the _____ day of _____, 20____, before me, a notary public in and for said County and Commonwealth, personally appeared _____ who acknowledged himself/herself to be the _____ of **WESTTOWN BUSINESS CENTER ASSOCIATION**, and that s/he, as such officer, being authorized to do so, executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF CHESTER :

ON THIS, the ____ day of _____, 20____, before me, a notary public in and for said County and Commonwealth, personally appeared **SCOTT E. YAW**, who acknowledged himself to be the Chairman of the Board of Supervisors of **WESTTOWN TOWNSHIP**, Chester County, Pennsylvania, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

EMERGENCY ACCESS CLOSURE AGREEMENT

This Emergency Access Closure Agreement (“Agreement”) is made this _____ day of _____ 2019, by and between ArborView, a Pennsylvania non-profit corporation, with an address of c/o Camco Management Company Attn: Diane Gothard, 215 West Church Road, Suite 101, King of Prussia, PA 19406 (“HOA”); Westtown Township, a body corporate and politic organized and existing under and by the virtue of the law of Pennsylvania, with an address of 1039 Wilmington Pike, West Chester, PA 19382 (“Township”); and Fair Share Properties, LP, a Pennsylvania limited partnership (“Fair Share”); and Greenstone Development II Corp., a Pennsylvania corporation (“Greenstone”), all of which have an address of 655 Swedesford Avenue, Malvern, PA 19355 (collectively, “Developer”). The parties collectively will be referred to herein as the “Parties”.

BACKGROUND

The Developer parties are the developer and builder of a certain mixed-use real estate project called “ArborView”. The residential portion of ArborView consists of 31 single family homes constructed along Hidden Pond Way, a public road that terminates at a cul-de-sac (“Community”). The commercial portion of ArborView (“Commercial Area”), which consists of a day-care and a proposed office building, is situated west of US Route 202 and east of Orvis Way, a newly constructed “connector road” between Stetson Middle School Drive to the north and West Pleasant Grove Road to the south. Orvis Way and an associated walking path are situated between the Hidden Pond Way cul-de-sac and the Commercial Area.

In the subdivision and land development plan for the Community entitled, “Subdivision Plan for Greenstone Dev. Corp.” prepared by Chester Valley Engineers, Inc., dated February 27, 2004, last revised February 5, 2005, sheets 1 through 17 (“Residential Plan”), which is attached hereto as Exhibit “A,” Hidden Pond Way continues across an approximately .095 acre strip of land (“Property”) to make a perpendicular connection with Orvis Way, instead of terminating, as it currently does, in a cul-de-sac. The road connection (“Connection”) across the Property to Orvis Way shown on the Residential Plan later was changed to an “emergency access” in accordance with Developer’s approved subdivision and land development plan for the Commercial Area entitled, “ArborView Commercial Lot”, prepared by InLand Design, dated

May 13, 2015, last revised April 2, 2019, Sheets 1 through 25 (“Commercial Plan”), which is attached hereto as Exhibit “B.”.

At the request of the HOA, and subject to the terms and conditions of this Agreement, the Township has agreed to permit the HOA, with the cooperation of Developer, to eliminate the emergency access from the Residential Plan and permanently close the Property to vehicular access.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby, agree as follows:

I. EMERGENCY ACCESS CLOSURE

The Parties agree to take the following actions to effectuate the elimination of the emergency access on the Property:

A. Conveyance of Property to HOA. Greenstone shall convey the Property to the HOA by a deed of dedication, in form and content reasonably acceptable to Greenstone. The HOA shall accept dedication of the Property and designate it a “Common Facility” (as such term is defined in the Declaration (hereinafter defined)) to the Community. The HOA, at its sole cost and expense, shall record the deed of dedication with the Recorder’s Office (hereinafter defined).

B. Amendment to Declaration. The HOA, at its sole cost and expense, shall have prepared and recorded in the Office of the Recorder of Deeds in and for Chester County (“Recorder’s Office”), an amendment to the Declaration of Covenants, Conditions and Restrictions for ArborView, A Planned Community (“Declaration”) that: (a) acknowledges that all HOA members have agreed to close the emergency access and attaches as Exhibit “C ” hereto the petition signed by all of the members of the HOA, memorializing the same; (b) accepts dedication of the Property from Greenstone and designates the Property as a “Common Facility” to the Community; (c) amends the residential Declaration Plan to reflect the closure of the Connection shown on that plan, and the addition of the Property to the Community as a Common Facility; and (d) clarifies that the HOA’s existing obligation to indemnify the Township under Section 25 of the Declaration extends to all Common Facilities of the Community, including the Property.

C. **Amendment to Land Development Plan.** The HOA, at its sole cost and expense, shall have prepared a plan sheet showing the elimination of the Connection, which shall be submitted by the HOA to the Township as an amendment to the Residential Plan, and reviewed for approval under the Township's regular land development approval process. Developer shall fully cooperate with the HOA's efforts to amend the Residential Plan, and shall instruct its civil engineer to assist the HOA, at the HOA's sole cost and expense, in effecting the necessary revisions thereto. Upon completion of the revised plan sheet ("Revision"), the HOA will submit the Revision to the Township.

D. **Township Consent and Plan Review.** The Township hereby consents through the approval of this Agreement to the permanent closure of the Connection subject to the terms and conditions herein. The Township agrees to waive all filing and review fees associated with review of the Revision, which review shall be completed by the Township Manager and Head of Township Engineering, Robert Pingar, P.E. The scope of the Township's review of the Revision shall be limited only to the physical closure of the Connection and the associated berm and landscaping. Notwithstanding anything contained herein, the HOA agrees and understands that it may need to obtain an amendment to the existing NPDES permit (NPDES Permit Application No.: PAG02001515054) from the Chester County Conservation District for any associated earth disturbance for the closure of the Connection, and to pay any associated costs or fees for the amended NPDES permit to the Chester County Conservation District, which is not within the control of the Township or the HOA.

II. **INDEMNIFICATION AND RELEASE**

A. **HOA Indemnification to Township.** The HOA shall indemnify, defend, and hold the Township harmless from and against all claims, losses, costs and expenses, including reasonable counsel fees, reasonably incurred by the Township, and damages for personal injury, including without limitation, bodily injury, death, and property damage, arising from or in connection with any claim, action, suit or proceeding to which (i) the Township may be made a party by reason of the elimination of the emergency access from the Community and the Residential Plan or (ii) the Township may be made a party by reason of the location, design, installation, construction and maintenance of the Common Facilities of the Community, unless such claim arises from the gross negligence or willful misconduct of the Township. Following

dedication of the Property to the HOA, the Property will be a Common Facility of the Community, and is specifically included within the scope of this indemnity provision.

B. HOA's Indemnification of Developer. The HOA shall indemnify, defend, and hold Developer harmless from and against all claims, demands, losses, costs and expenses, including reasonable counsel fees, reasonably incurred by the Developer, and damages for personal injury, including without limitation, bodily injury, death, and property damage, arising from or in connection with (i) any claim, action, suit or proceeding to which the Developer may be made a party by reason of the elimination of the emergency access from the Community and the Residential Plan or (ii) Greenstone's obligation to indemnify the Township under Section 25 of the Declaration with respect to the Property.

C. HOA's Release of Township. The HOA and its successors, assigns, and attorneys, and all persons and/or entities claiming by, through, or under any of them (collectively, for the purposes of this Section II.C. only, the "Releasing Parties") do hereby forever release, discharge, acquit and forgive the Township and its respective predecessors, successors, and assigns, and their respective supervisors, officers, employees, agents, representatives, and attorneys, and all persons and/or entities claiming by, through, or under any of them (collectively, for the purposes of this Section II.C. only, the "Released Parties") from any and all claims, actions, suits and demands whatsoever, whether known or unknown, which the Releasing Parties or anyone claiming by, through, or under the Releasing Parties now has, or ever had against the Released Parties or any of them, singularly or collectively, from the beginning of time to the date hereof, with respect to, any and all known claims the Releasing Parties may have on or account of: (a) the closure of the emergency access and dedication of the Property to the HOA; and (b)(i) the Township's conditional use decision and order dated August 6, 2007, in the matter of *In Re: Application of Fair Share Properties, LP*, for the property known as Lot 36 of the ArborView Subdivision, *i.e.*, the Commercial Area; (ii) the conditional use decision and order dated March 2, 2015, in the matter of *In Re: Application of Fair Share Properties, LP*, for the Commercial Area; and (iii) the approved Commercial Plan (the conditional use decisions and orders and the approved Commercial Plan collectively shall be referred to herein as the "Approvals"). The scope of the HOA's release in this Section II.C. with respect to the Approvals shall not apply to any attempts to change or amend in any way the uses approved for development in the Commercial Area or the approved Commercial Plan.

D. HOA's Release of Developer. The HOA and its successors, assigns, and attorneys, and all persons and/or entities claiming by, through, or under any of them (collectively, for the purposes of this Section II.D. only, the "Releasing Parties") do hereby forever release, discharge, acquit and forgive Developer and their respective parents, subsidiaries, and/or affiliated companies and their respective predecessors, successors, and assigns, and their respective shareholders, partners, directors, officers, employees, agents, representatives, and attorneys, and all persons and/or entities claiming by, through, or under any of them (collectively, for the purposes of this Section II.D. only, the "Released Parties") from any and all claims, actions, suits and demands whatsoever, whether known or unknown, which the Releasing Parties or anyone claiming by, through, or under the Releasing Parties now has, or ever had against the Released Parties or any of them, singularly or collectively, from the beginning of time to the date hereof, including without limitation, any and all known claims the Releasing Parties may have on or account of: (a) the closure of the emergency access and dedication of the Property to the HOA; and (b) the Approvals. The scope of the HOA's release in this Section II.D. with respect to the Approvals shall not apply to any attempts to change or amend in any way the uses approved for development in the Commercial Area or the approved Commercial Plan.

III. GENERAL PROVISIONS.

A. Incorporation. The Background recitals of this Agreement are incorporated herein by reference as if set forth at length.

B. Memorandum. The Parties shall execute a memorandum of this Agreement in form and content reasonably acceptable to the Parties and in a recordable format, which memorandum will be recorded with the Recorder's Office promptly following the full execution thereof.

C. Notice. Any Notice, demand or requests of any kind to be delivered to any party in connection with this Agreement shall be in writing and shall be deemed to have been given if personally delivered or sent by a recognized overnight courier or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to the HOA:

ArborView Home Owners Association
c/o Camco Management Company
Attn: Diane Gothard
215 West Church Road
Suite 101
King of Prussia, PA 19406

If to Developer:

Fair Share Properties, LP and
Greenstone Development II Corp.
c/o T.A.G. Builders, Inc.
Attn: Thomas Galbally, President
655 Swedesford Avenue
Malvern, PA 19355

If to the Township:

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

or to such other address as the party to whom notice is to be given may have furnished to the other parties to this Agreement in writing in accordance with the provisions of this Section. Any such notice or communication shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of recognized overnight courier, on the next business day after the date when sent and (iii) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted.

D. Amendment. This Agreement may not be modified or amended, or any of the provisions of this Agreement waived, except by written agreement of the Parties.

E. Choice of Law. All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed under and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

F. Venue. Any legal action or proceeding with respect to this Agreement must be brought in the Court of Common Pleas of Chester County, Pennsylvania and the Parties hereby accept for themselves the jurisdiction of the aforesaid court.

G. Severability. If any provision of this Agreement is held to be invalid, prohibited or unenforceable for any reason, such provision shall be considered ineffective without invalidating the affecting the enforceability of any other provision herein.

H. Signatures. The Parties may sign this Agreement in counterparts, the combination of which shall constitute a valid agreement.

I. Entire Agreement. This Agreement represents the entire and complete understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings among the Parties.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

ArborView

By: _____

Name: _____

Title: _____

Westtown Township

By: _____

Name: _____

Title: _____

Fair Share Properties, LP

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

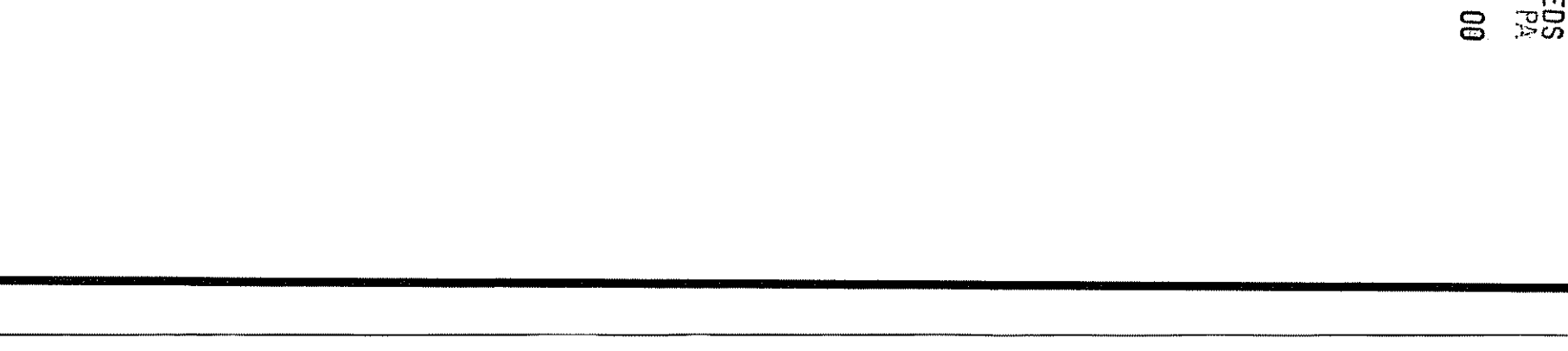
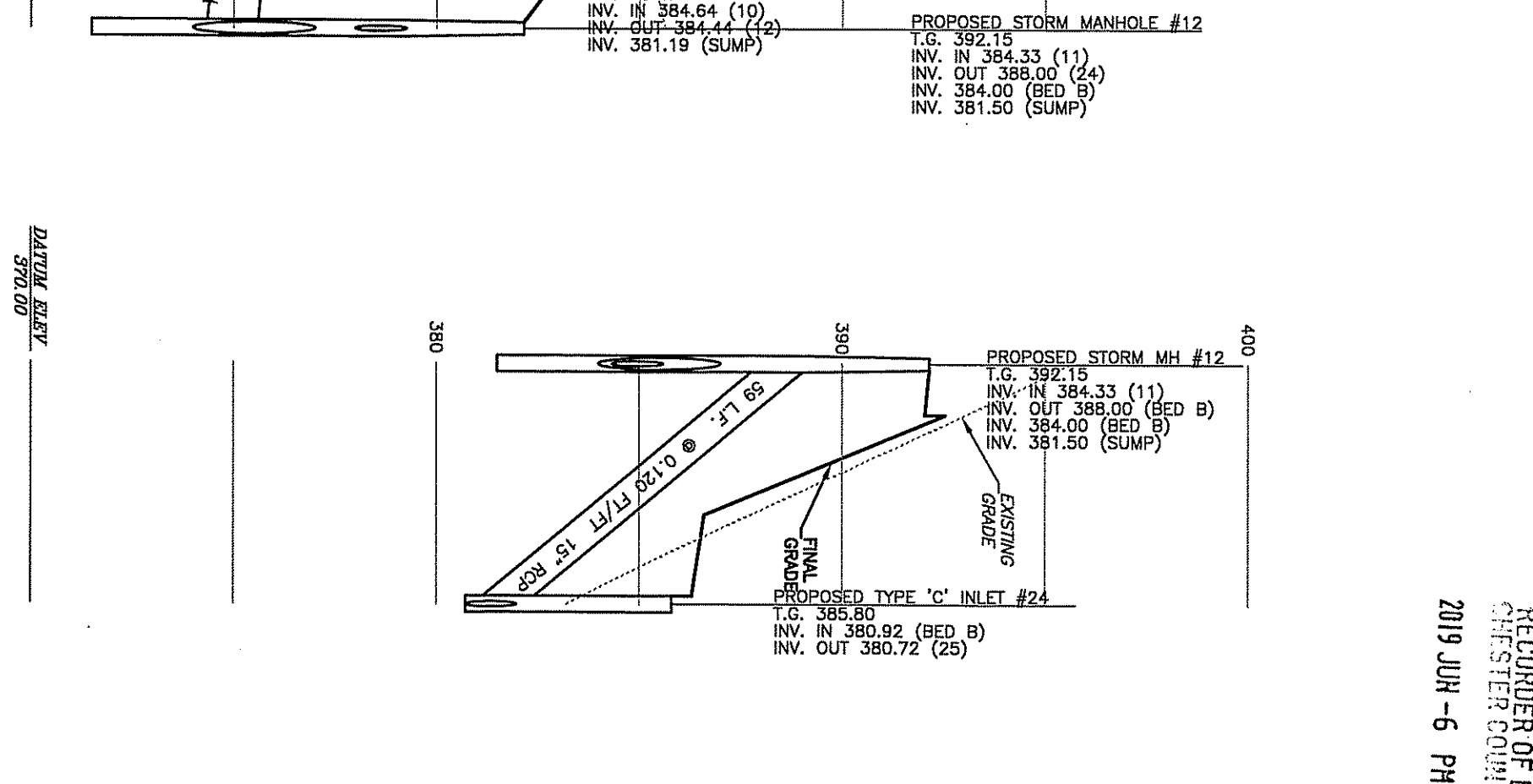
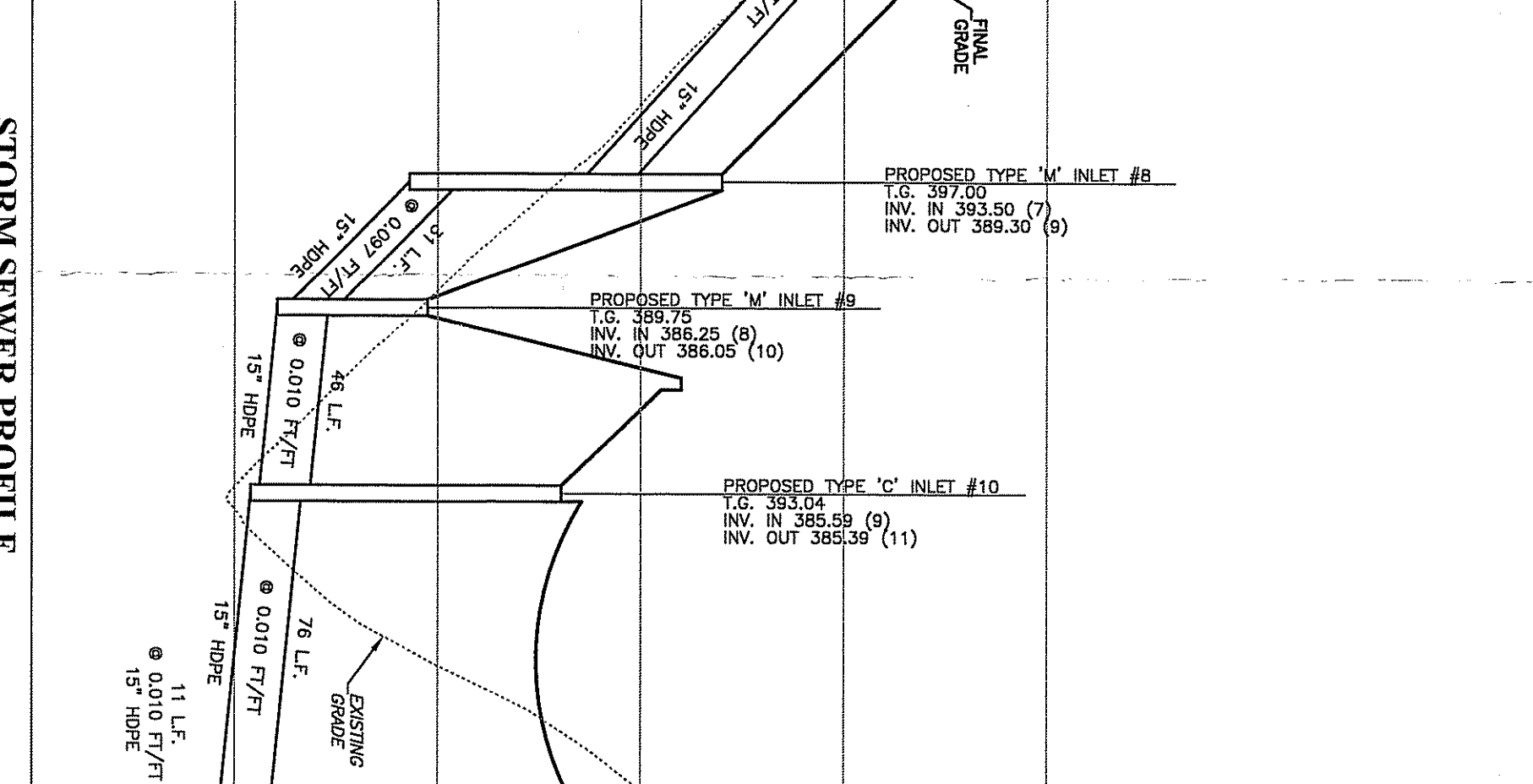
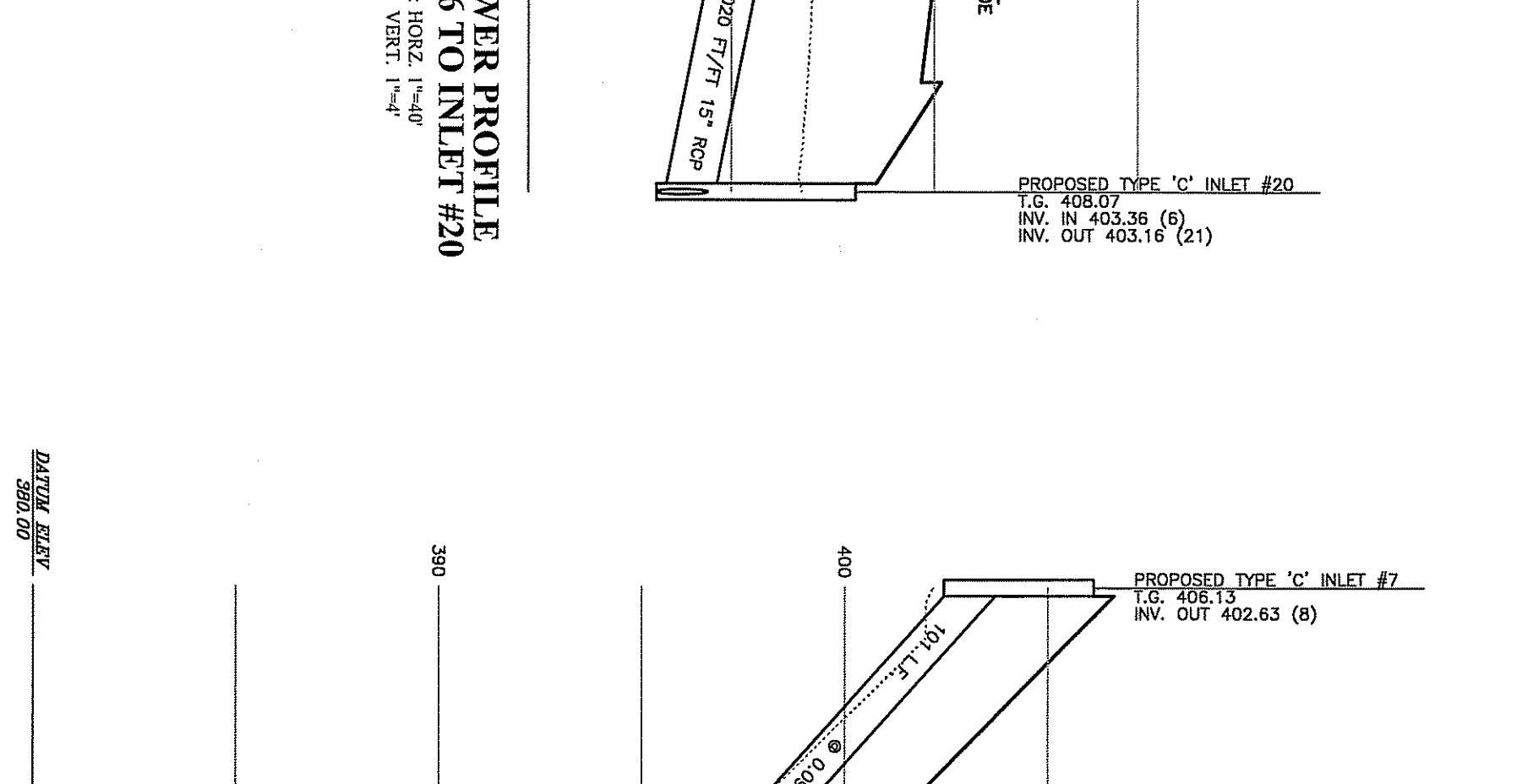
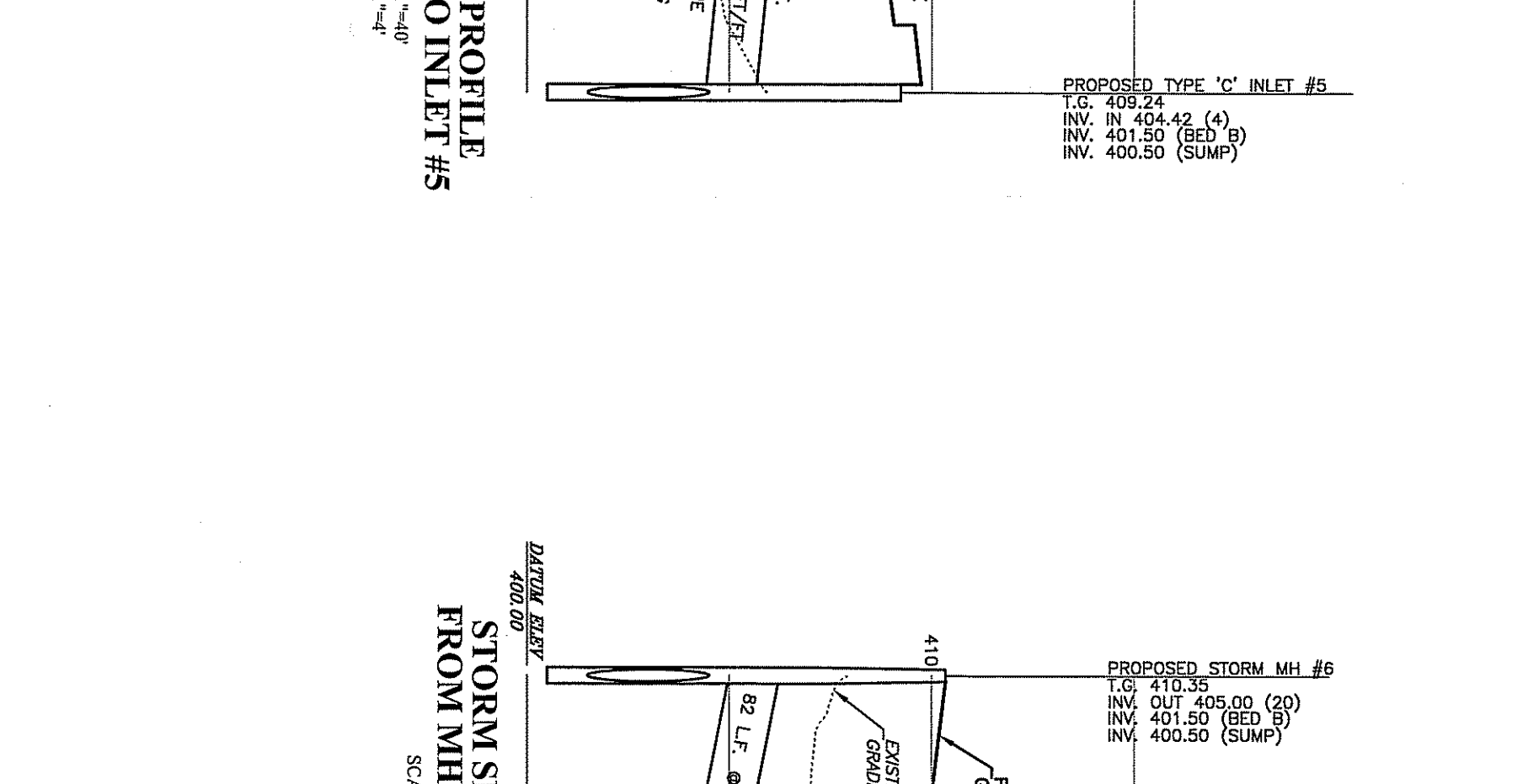
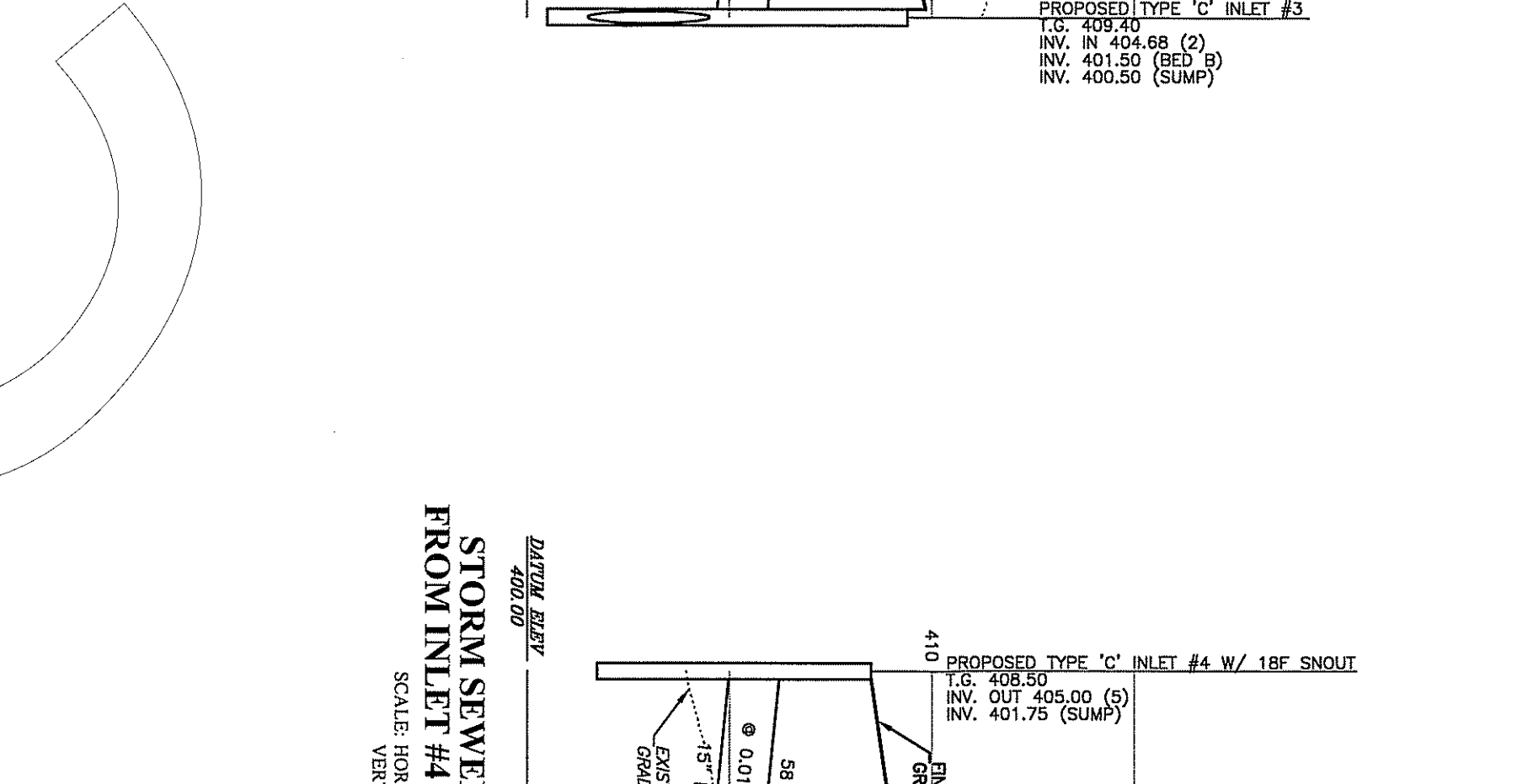
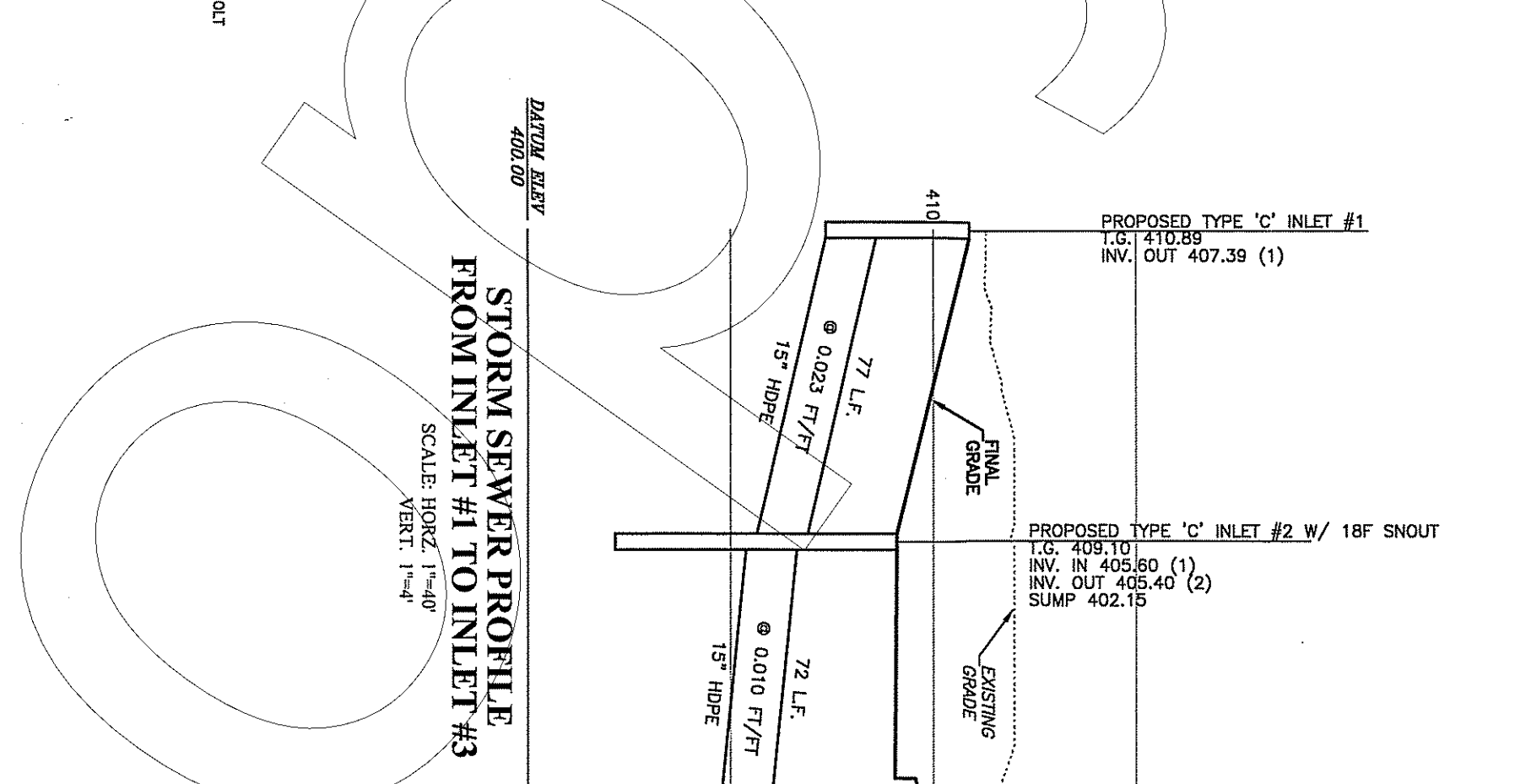
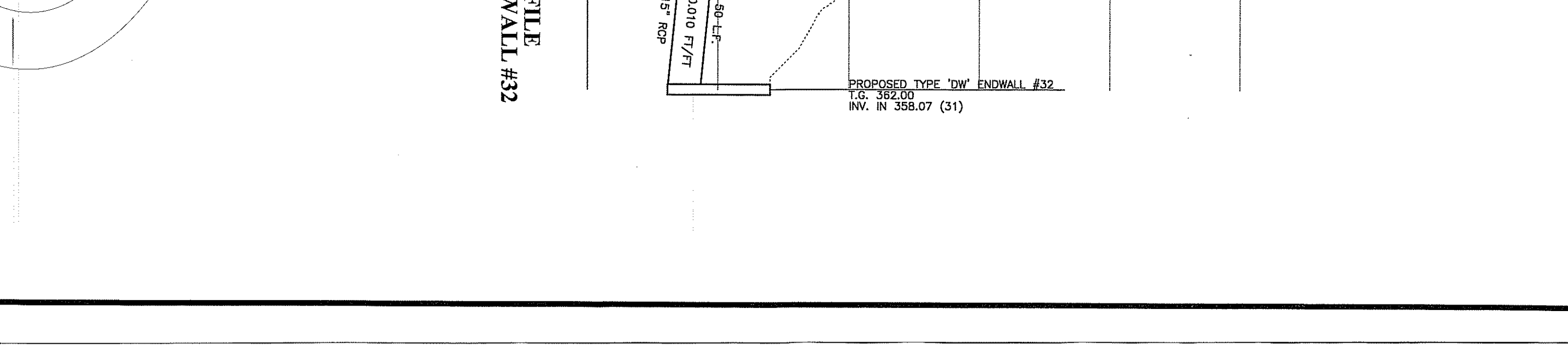
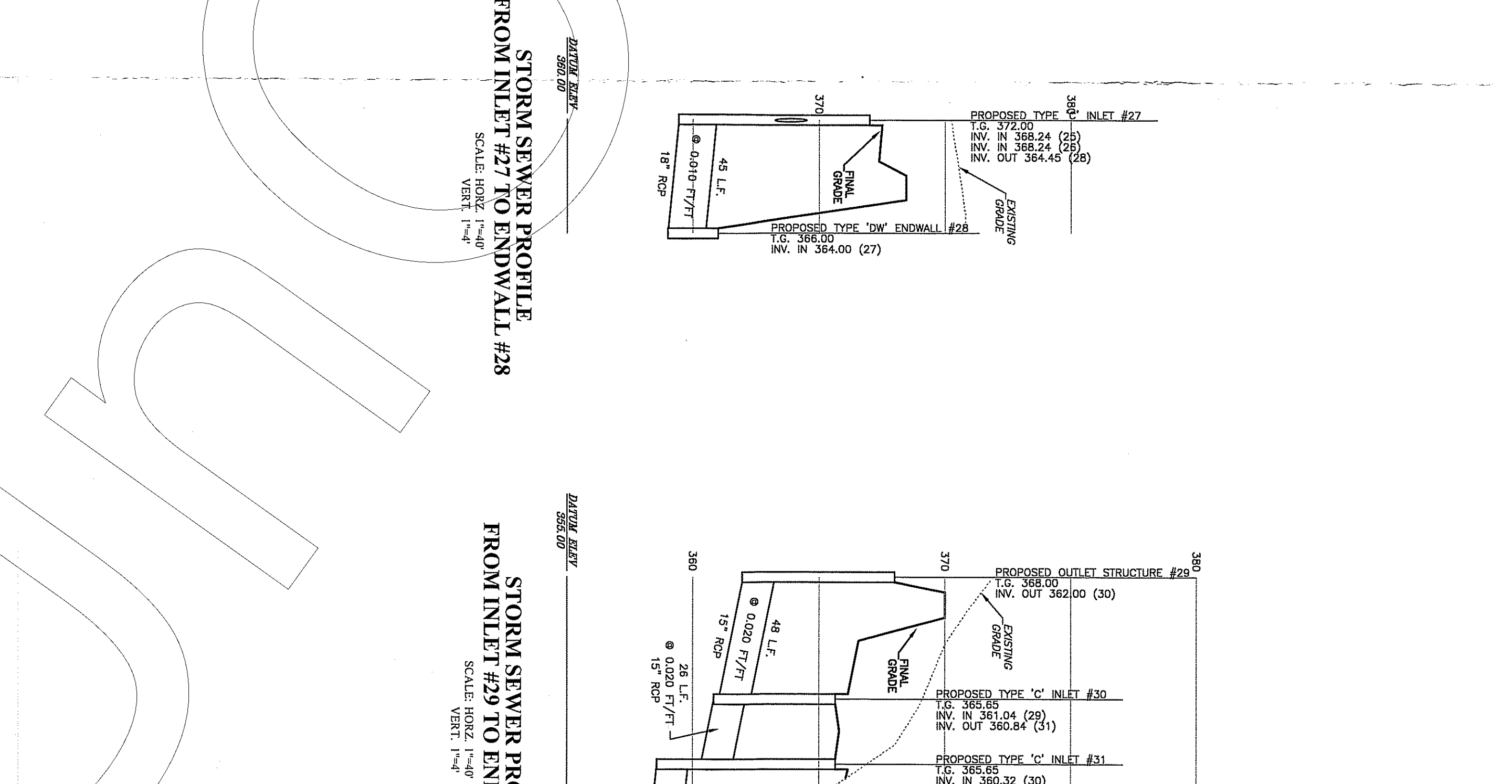
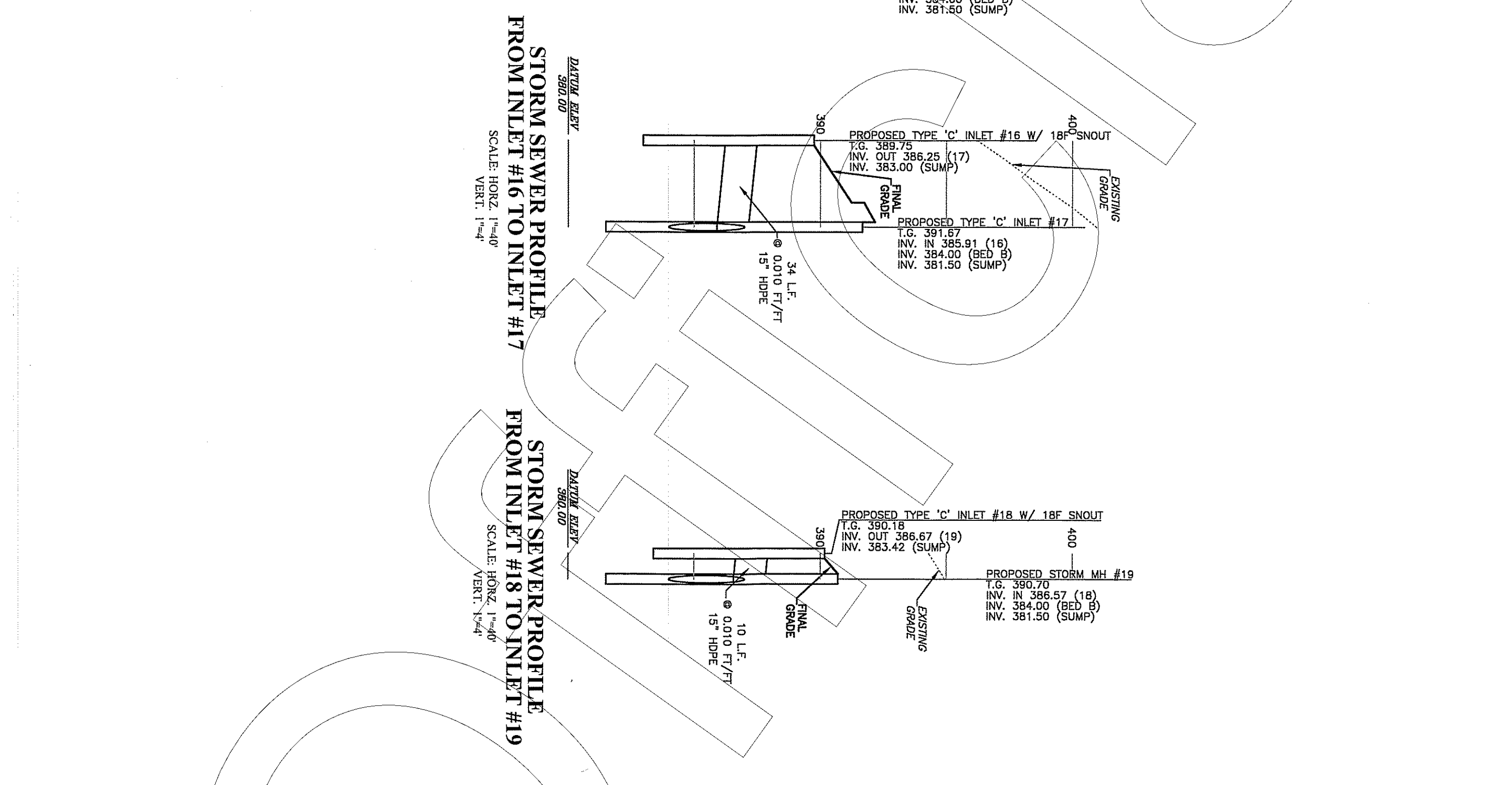
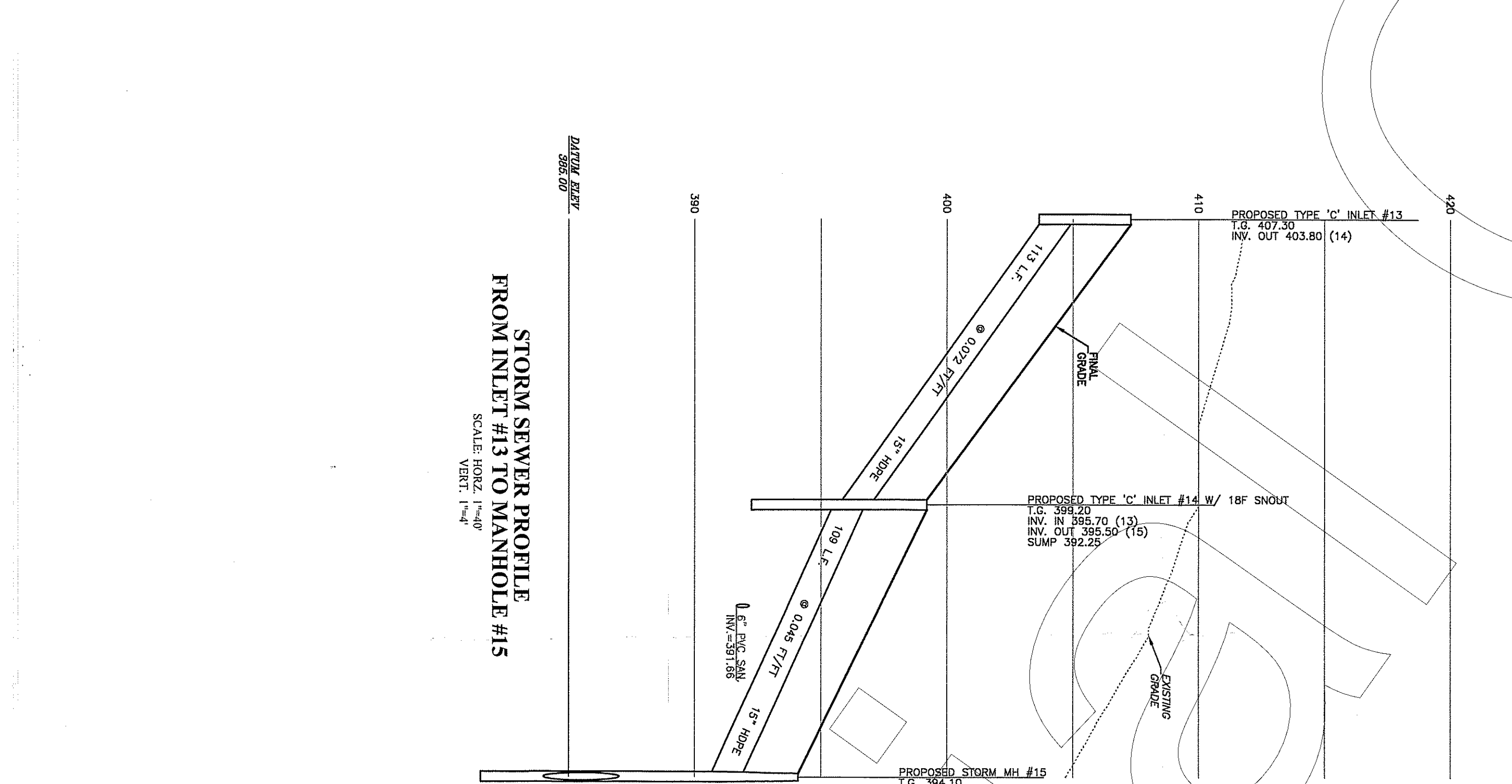
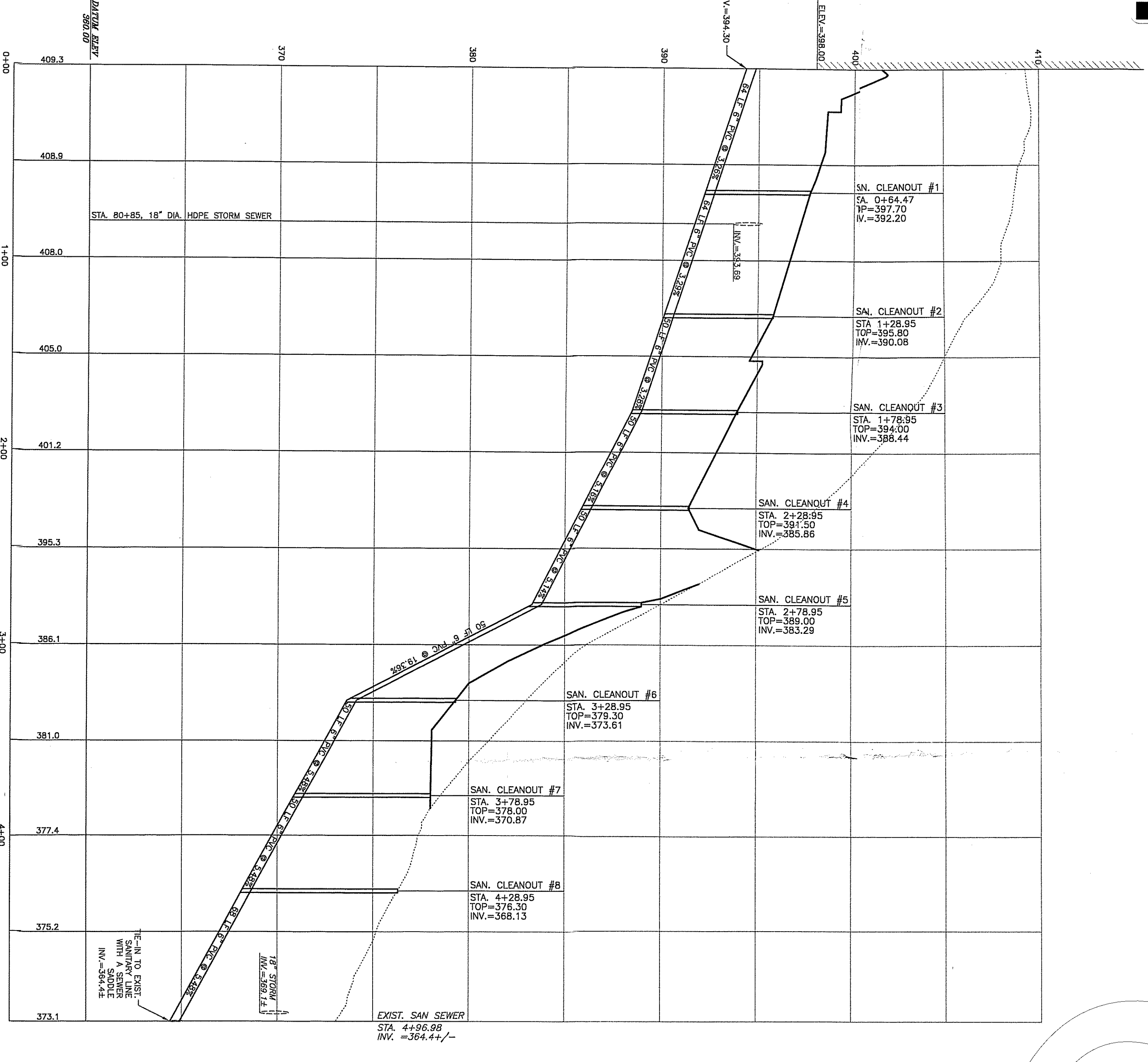
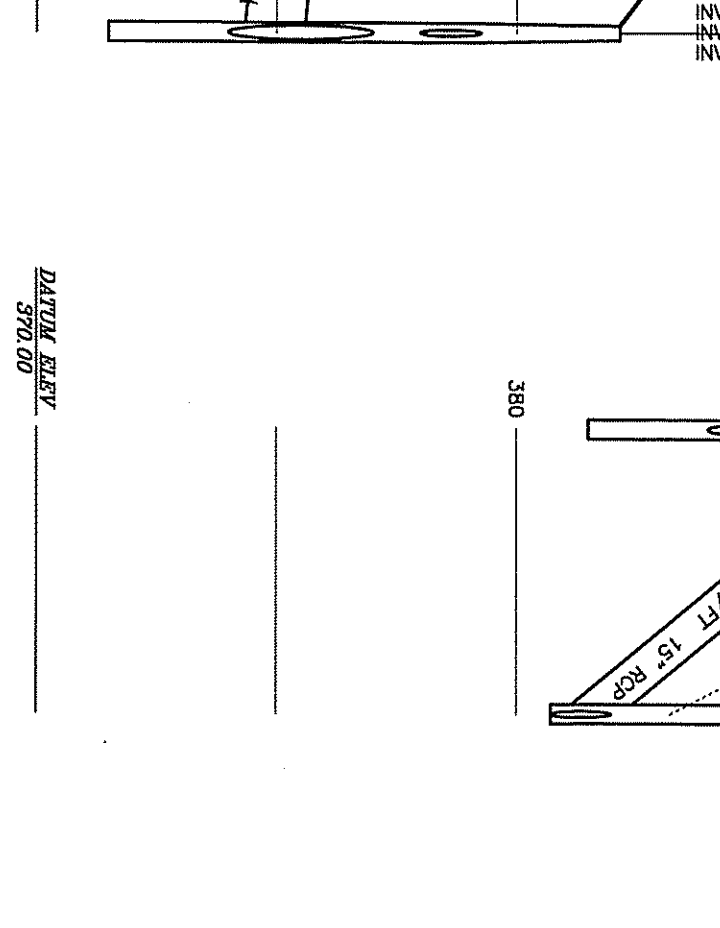
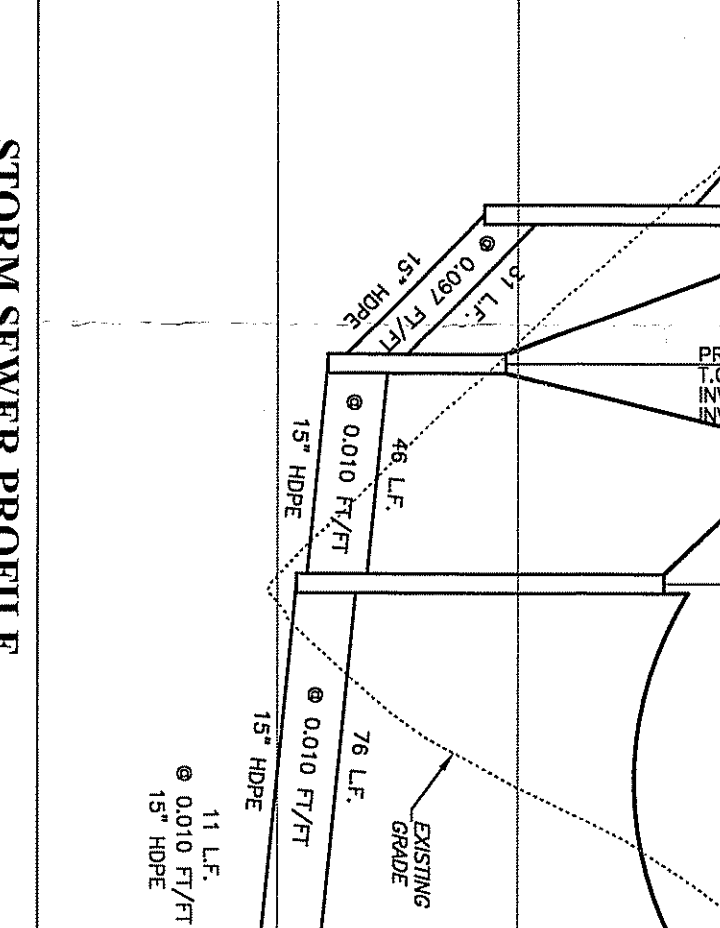
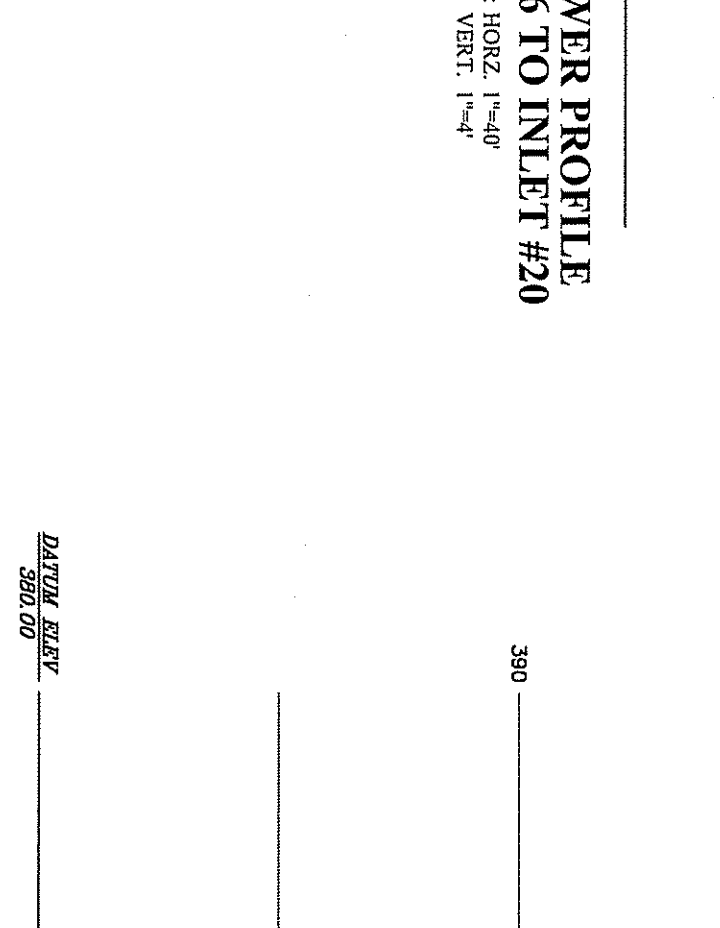
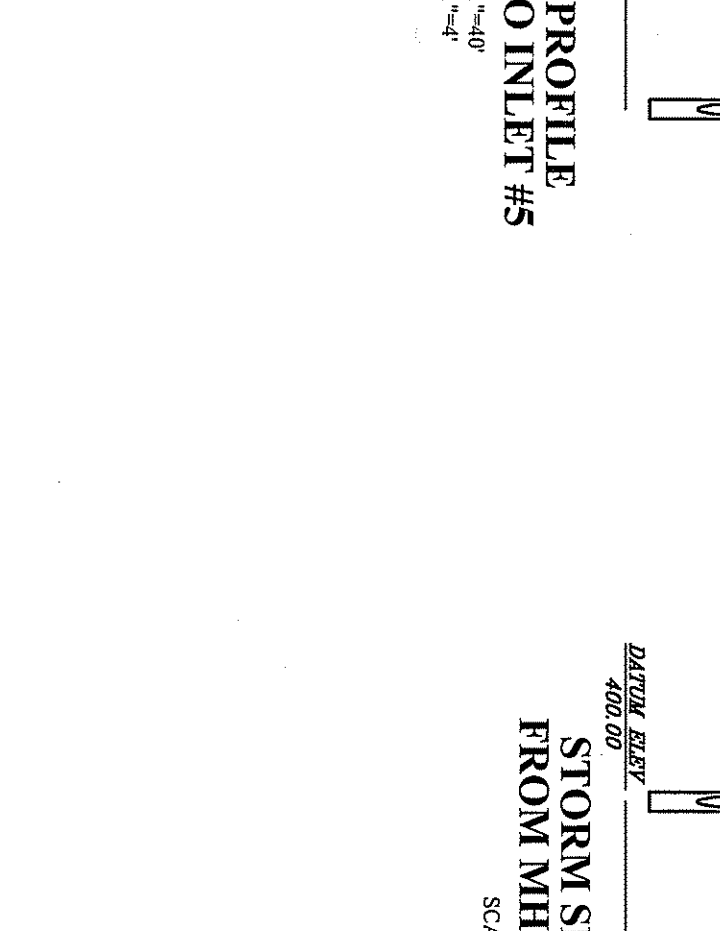
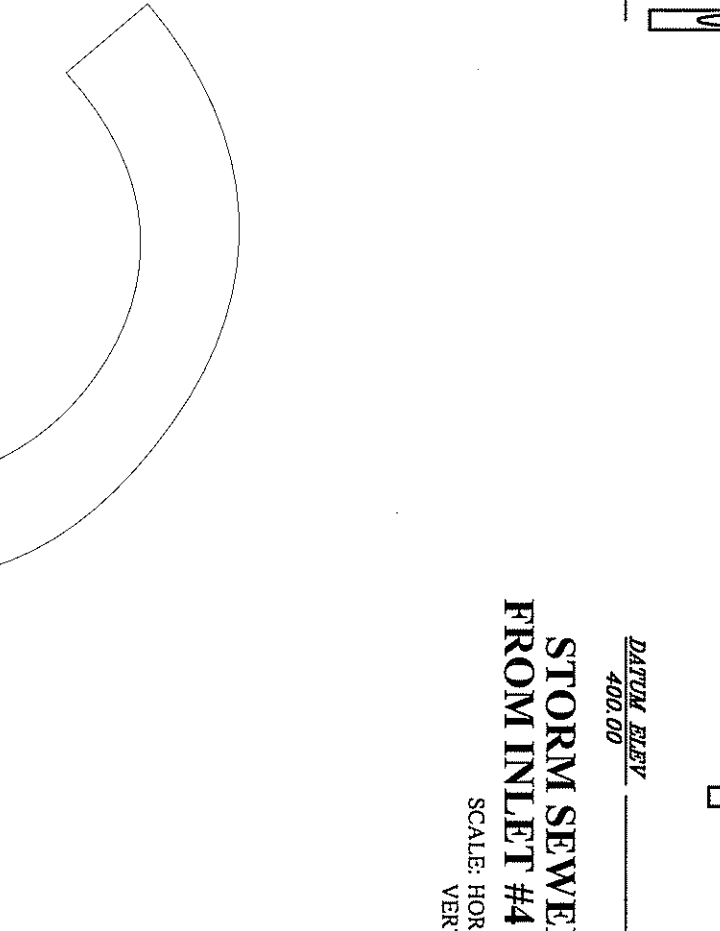
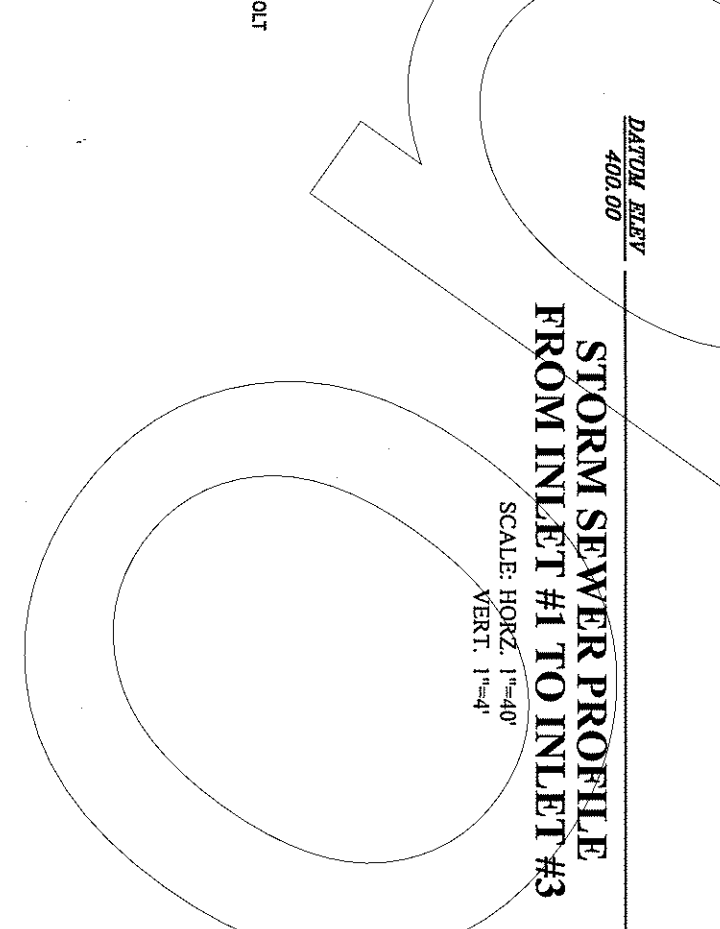
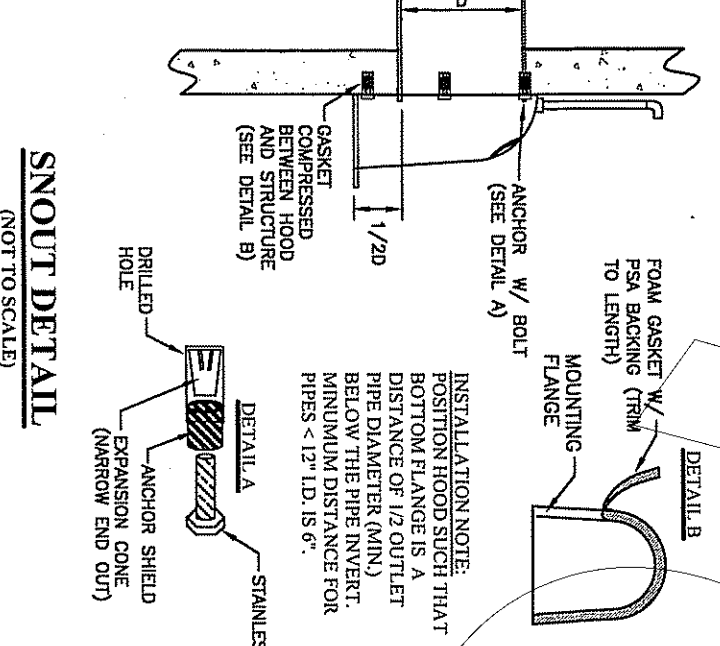
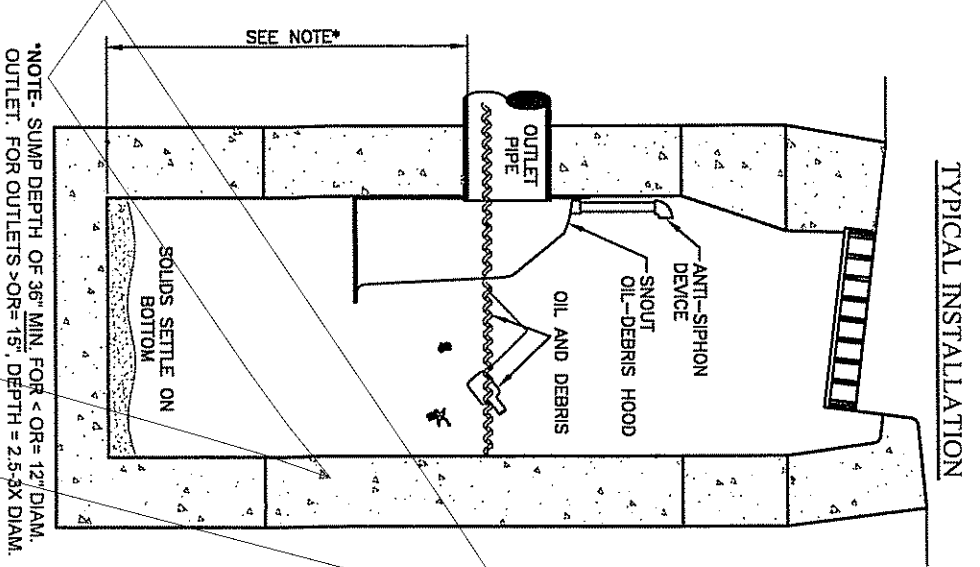
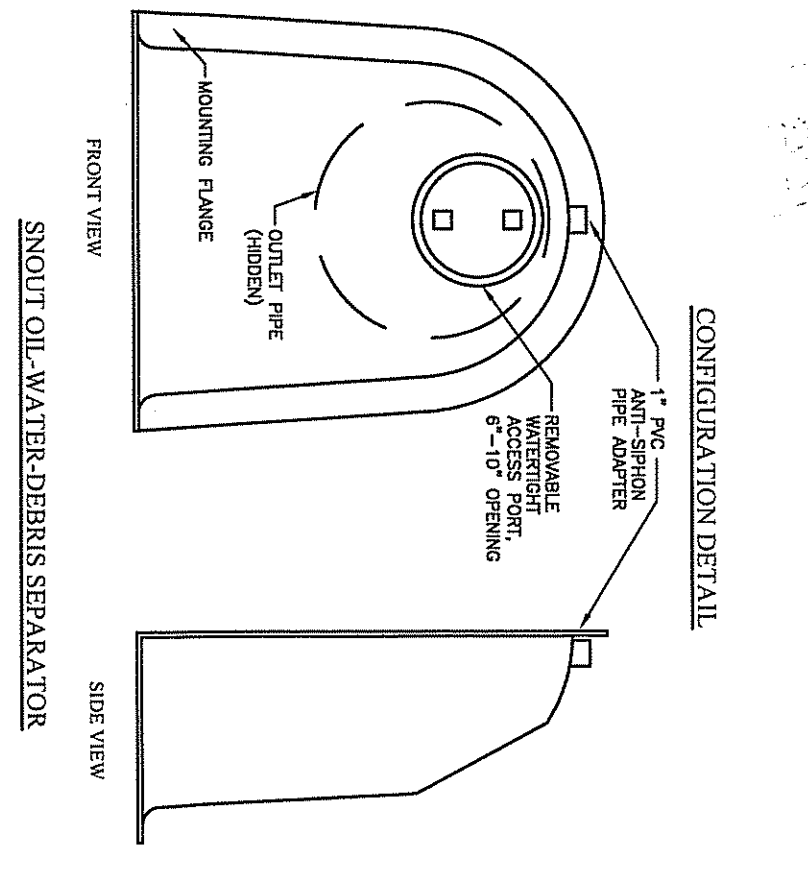
By: _____
Thomas Galbally, President

Greenstone Development II Corp.

By: _____
Thomas Galbally, President

EXHIBIT “A”
RESIDENTIAL PLAN
[attached hereto]

EXHIBIT “B”
COMMERCIAL PLAN
(attached hereto)



CONTRACTOR: Inland Design, LLC
 PROJECT: SANITARY SEWER PROFILES
 SHEET: 10 OF 21

PROFESSIONAL SEAL: PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER
 201510118

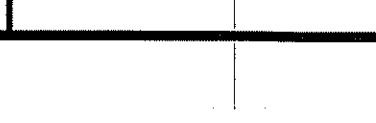
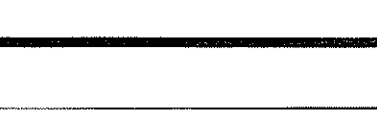
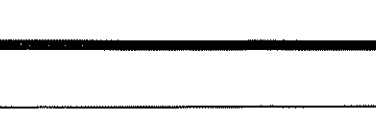
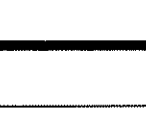
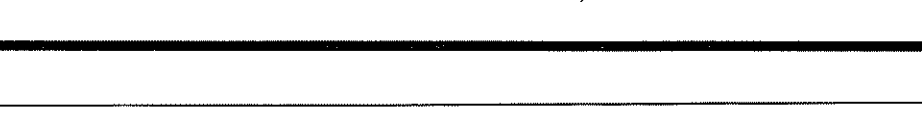
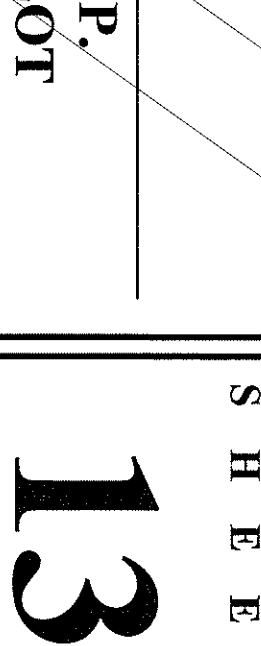
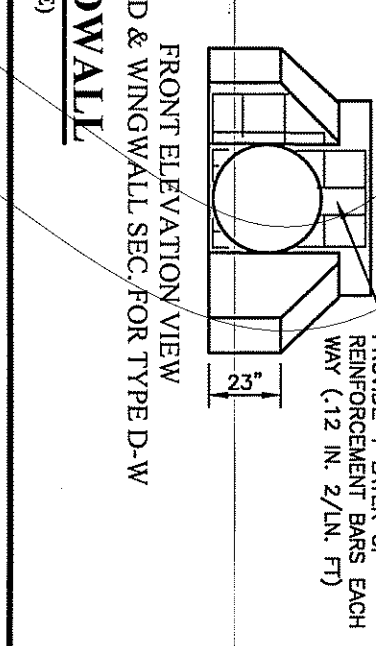
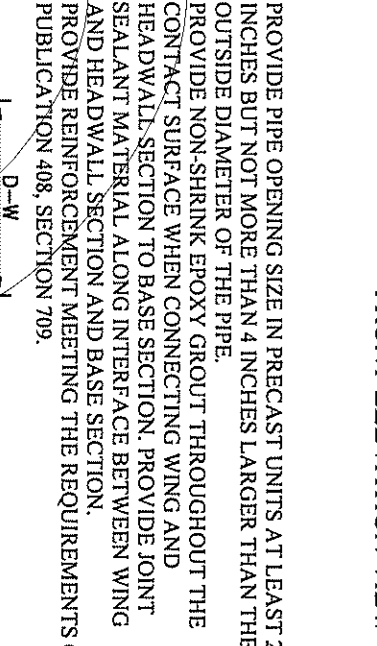
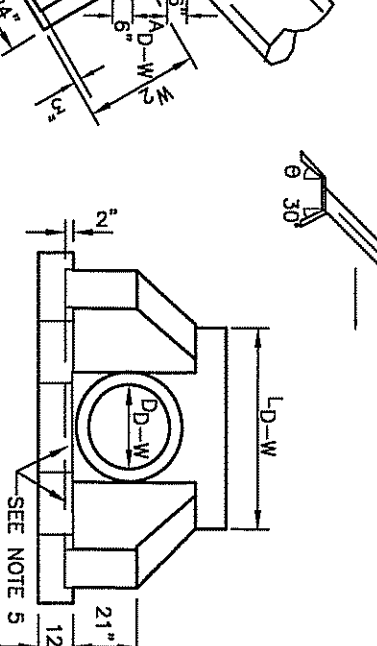
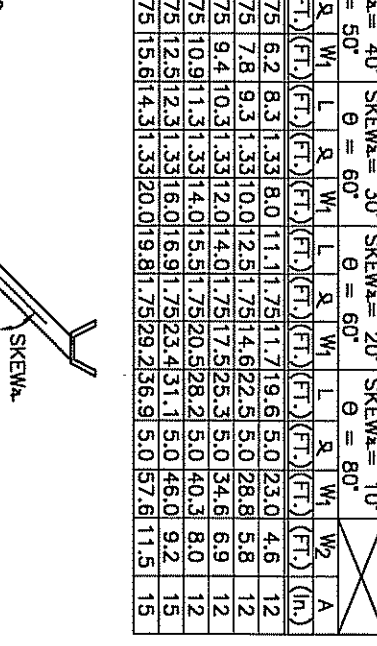
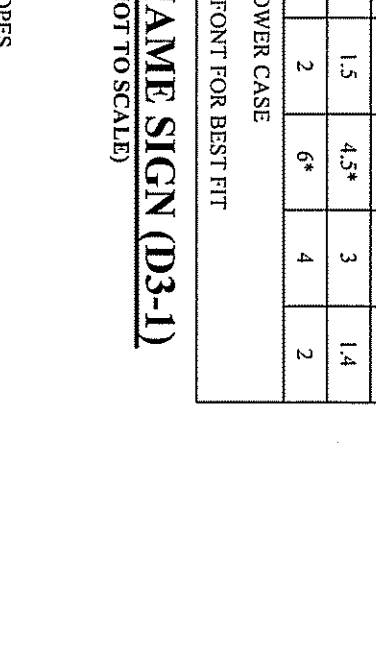
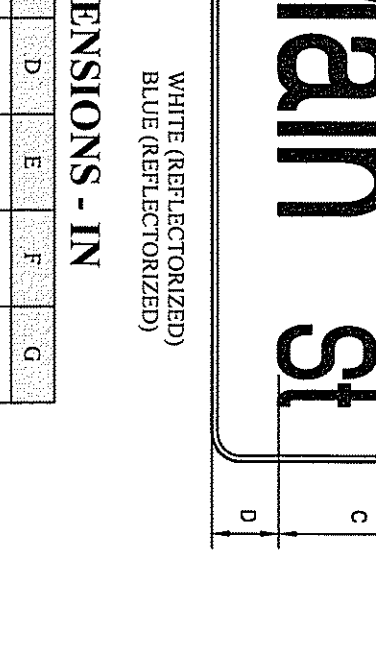
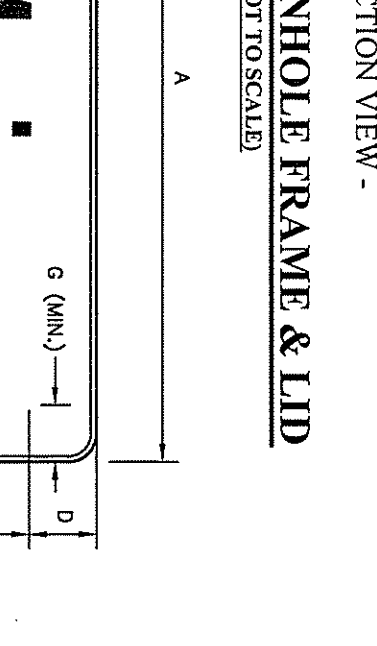
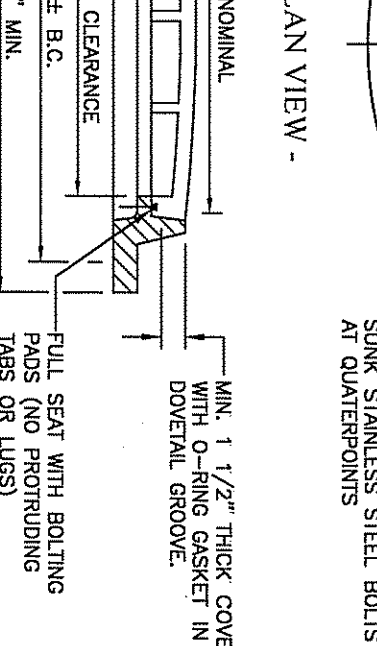
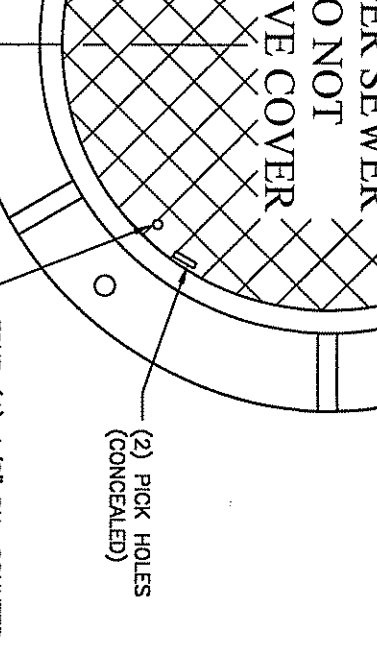
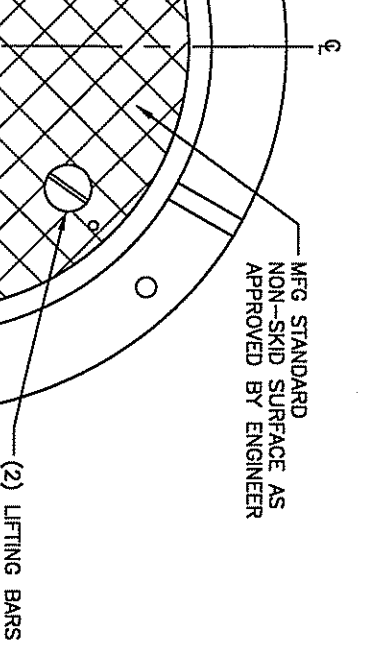
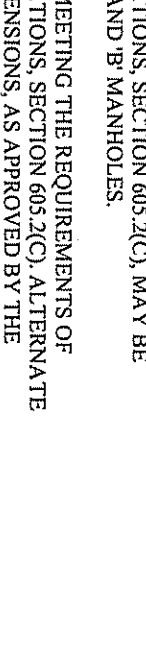
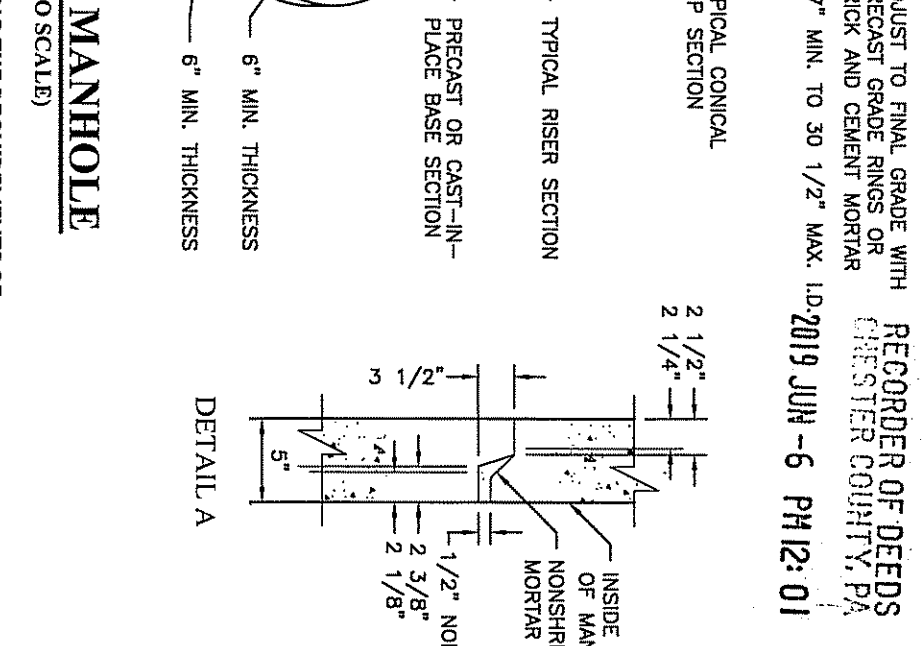
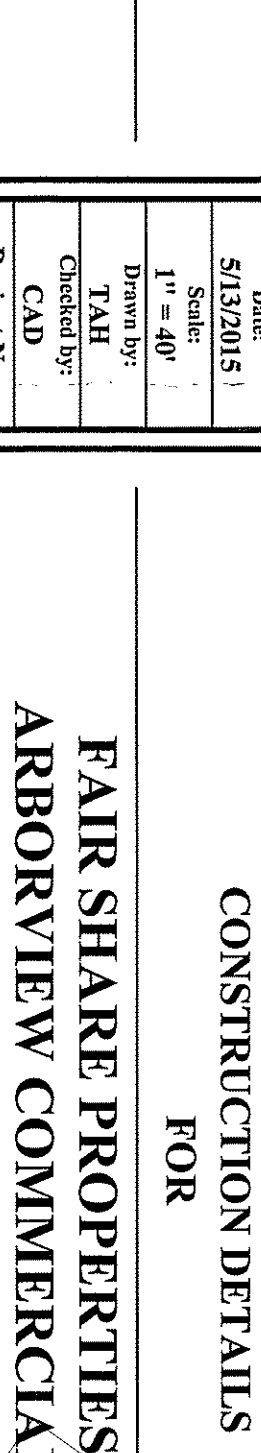
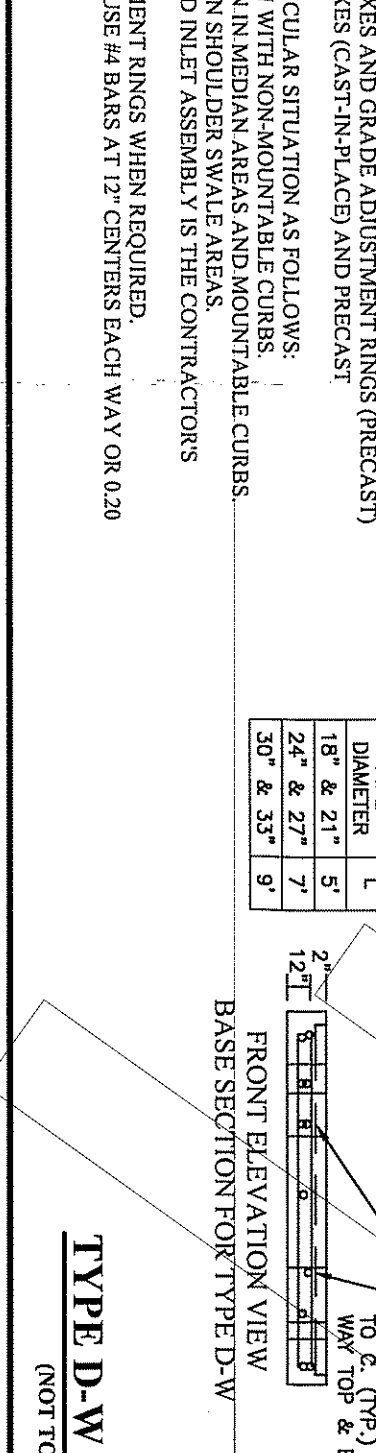
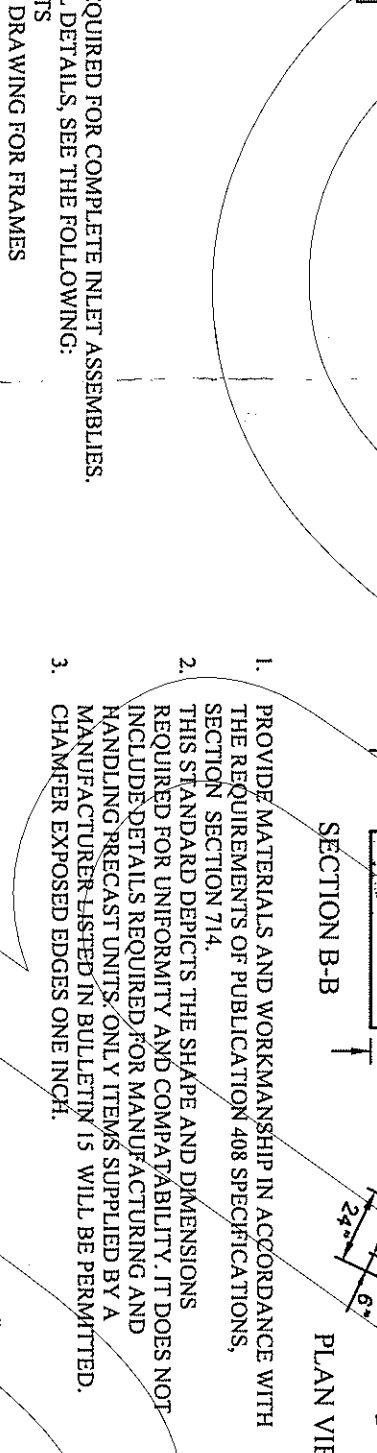
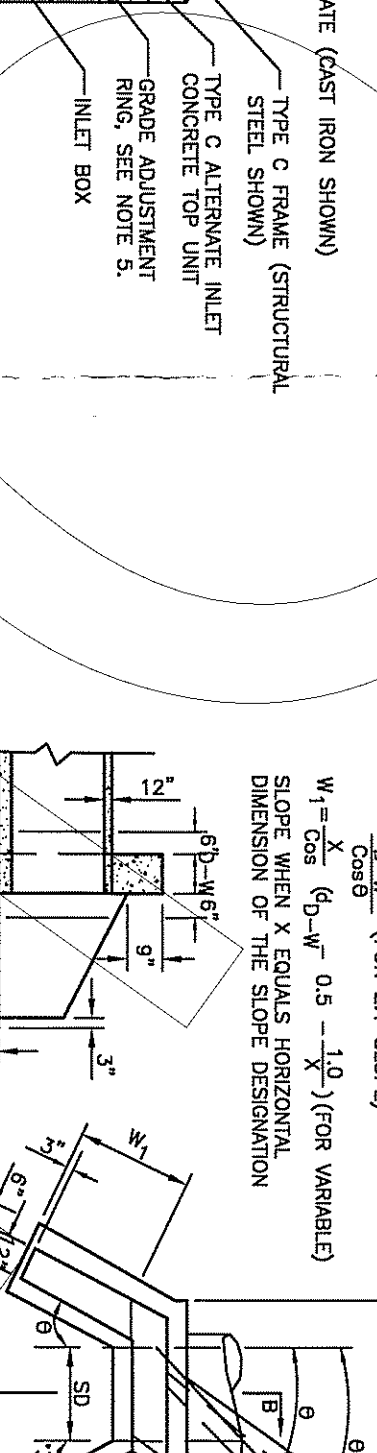
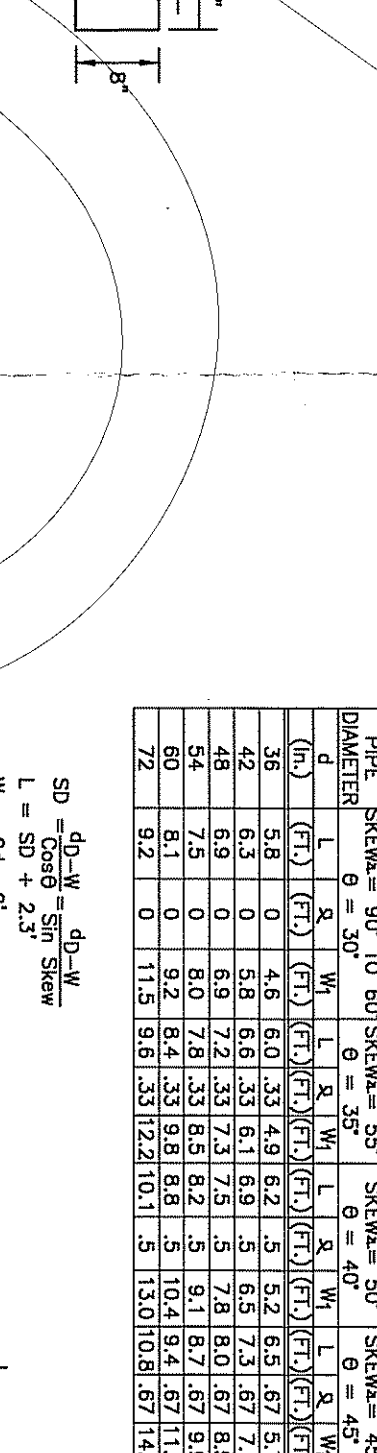
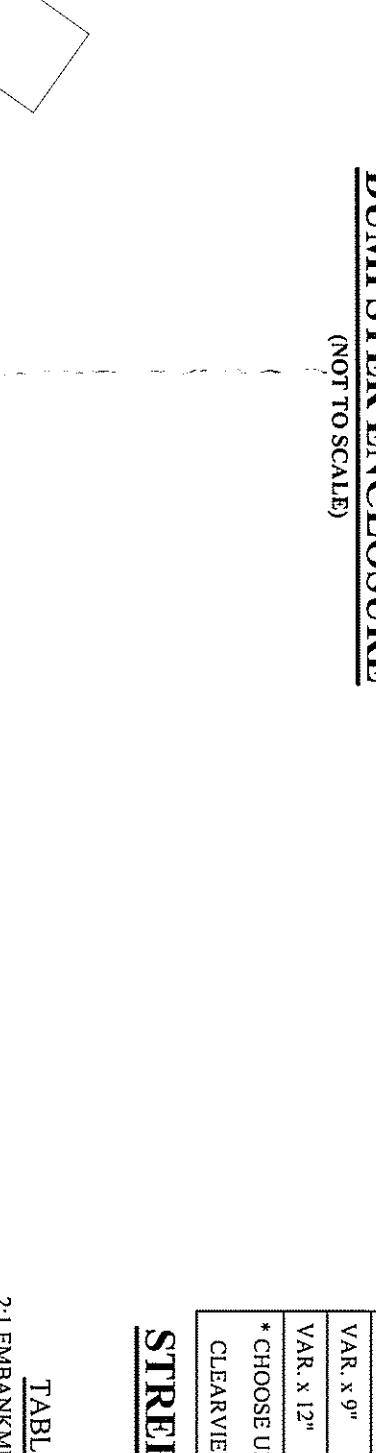
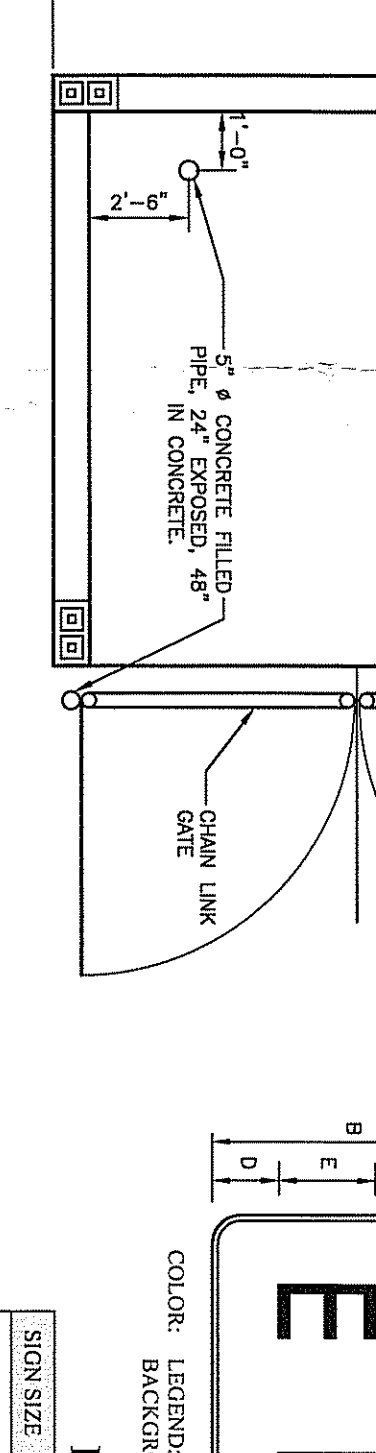
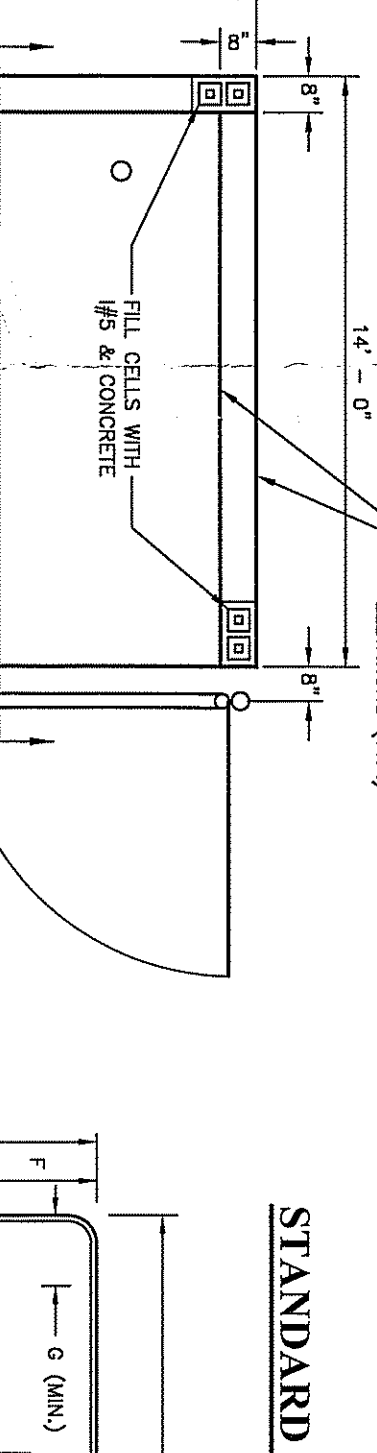
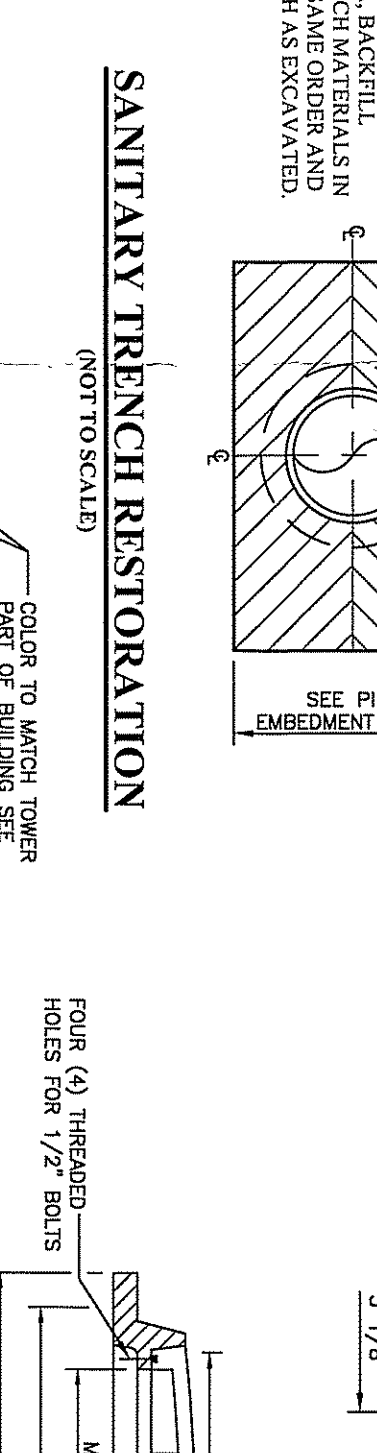
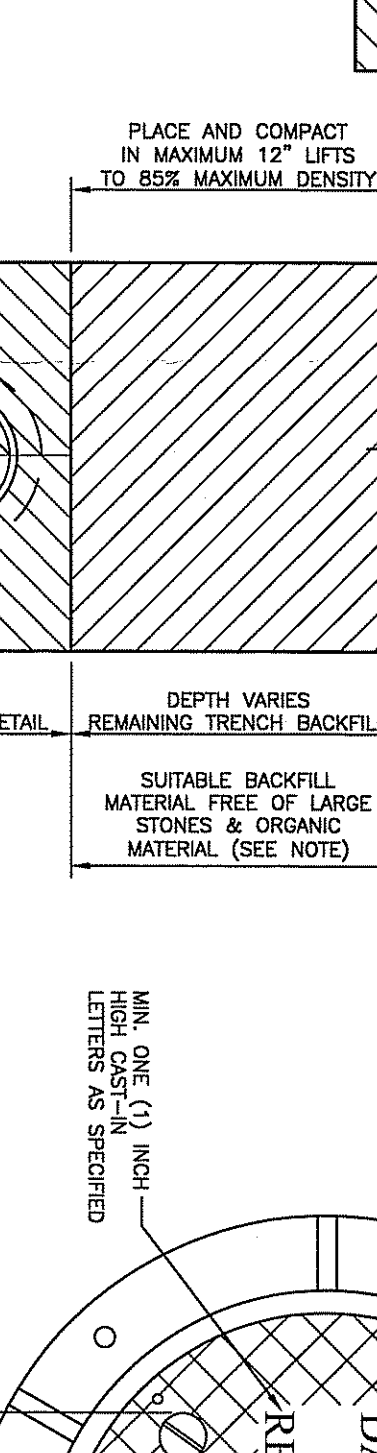
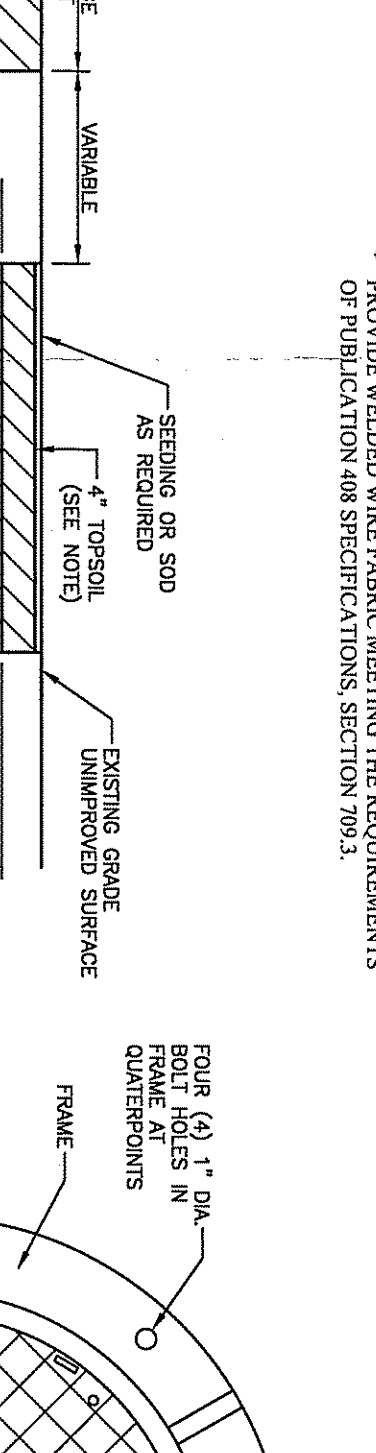
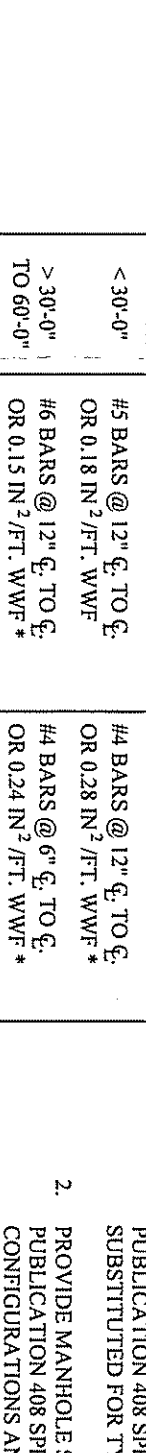
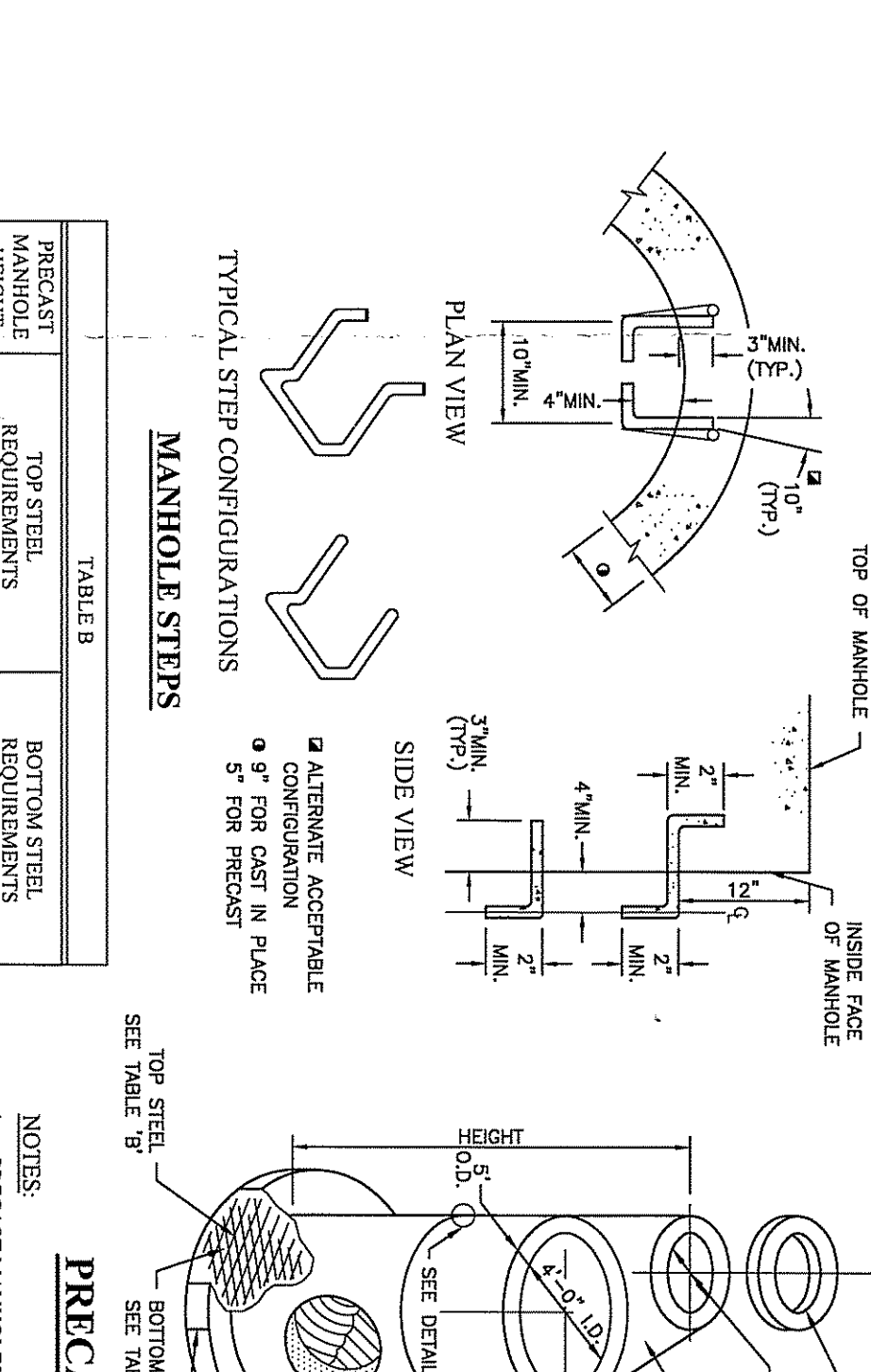
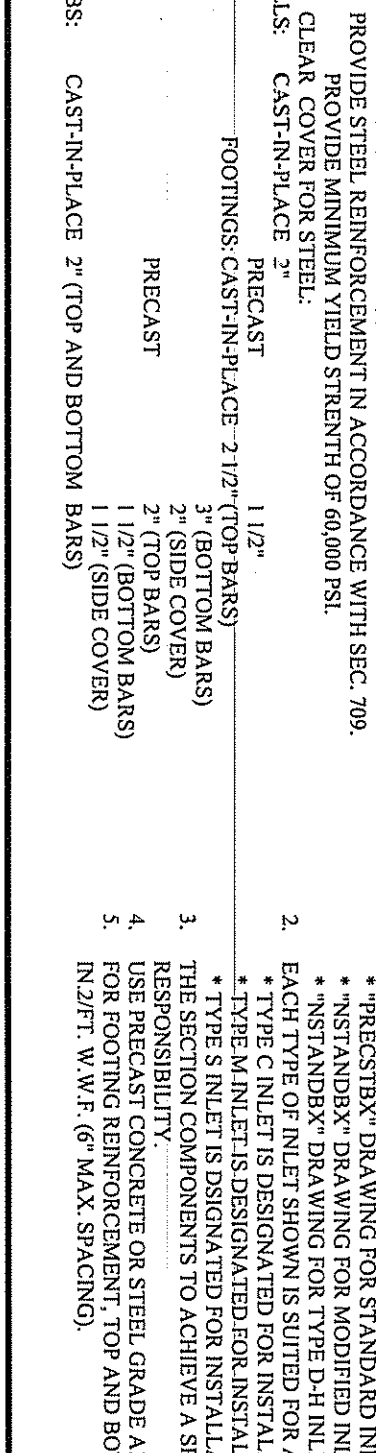
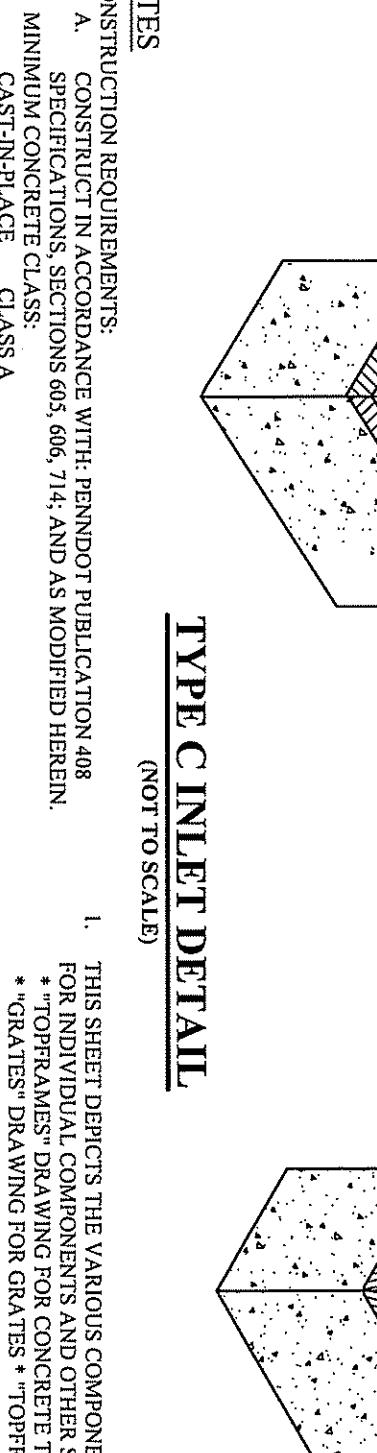
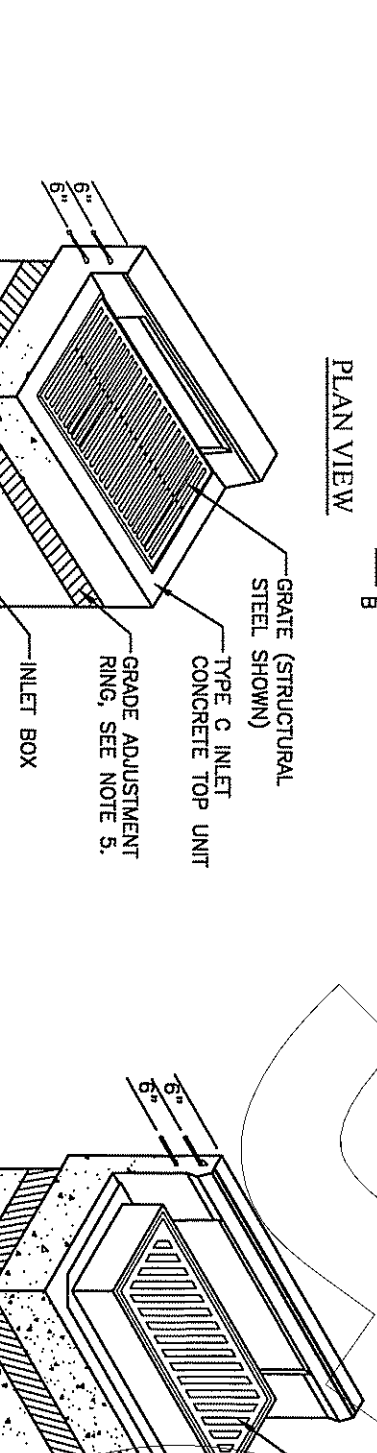
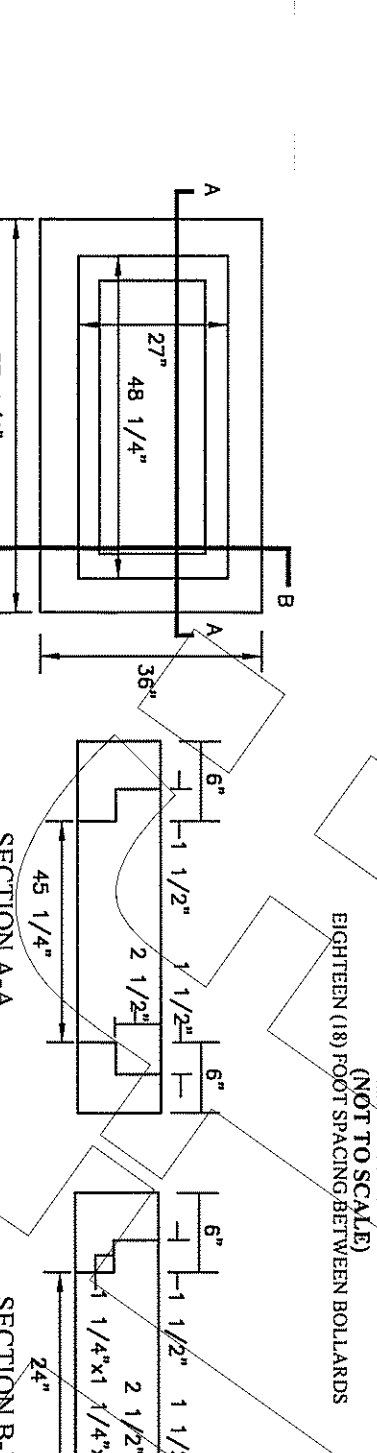
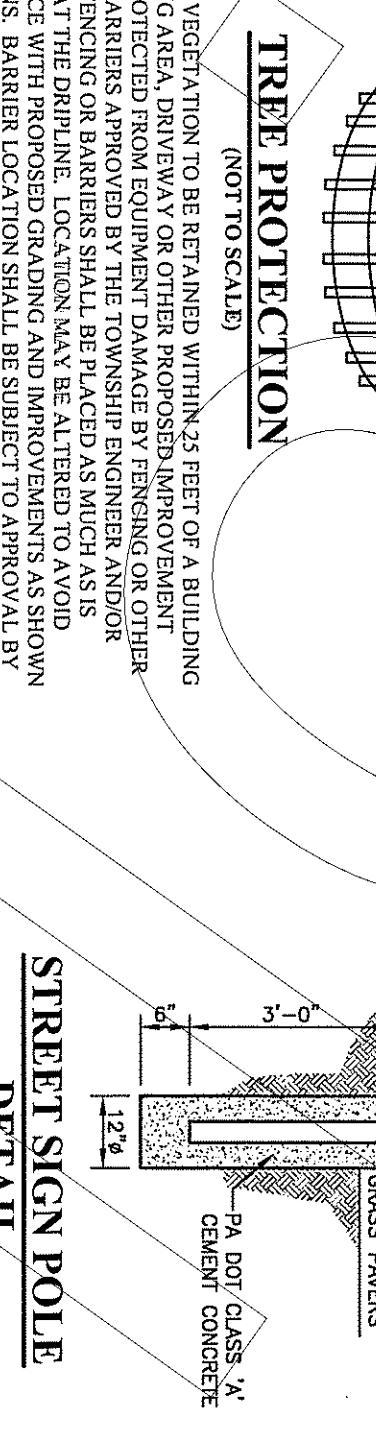
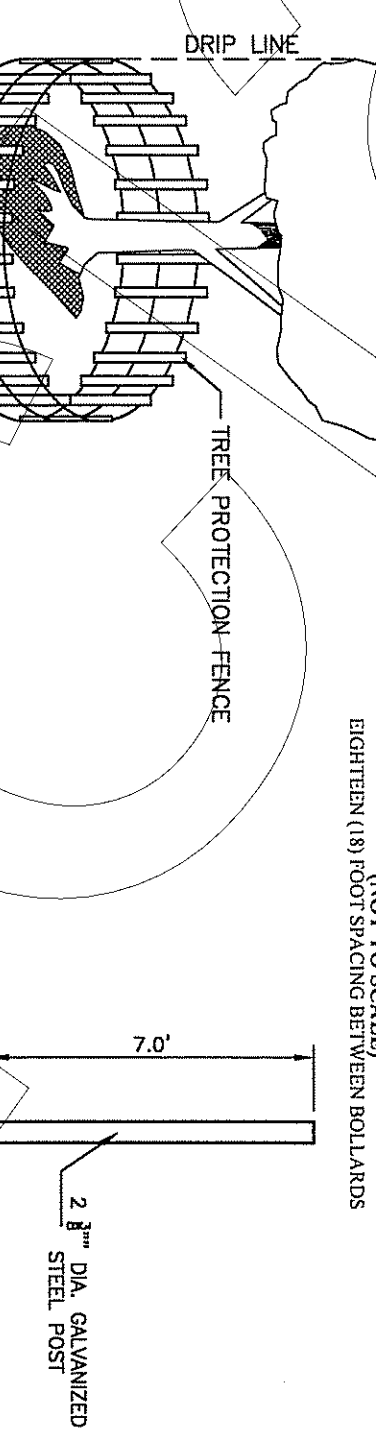
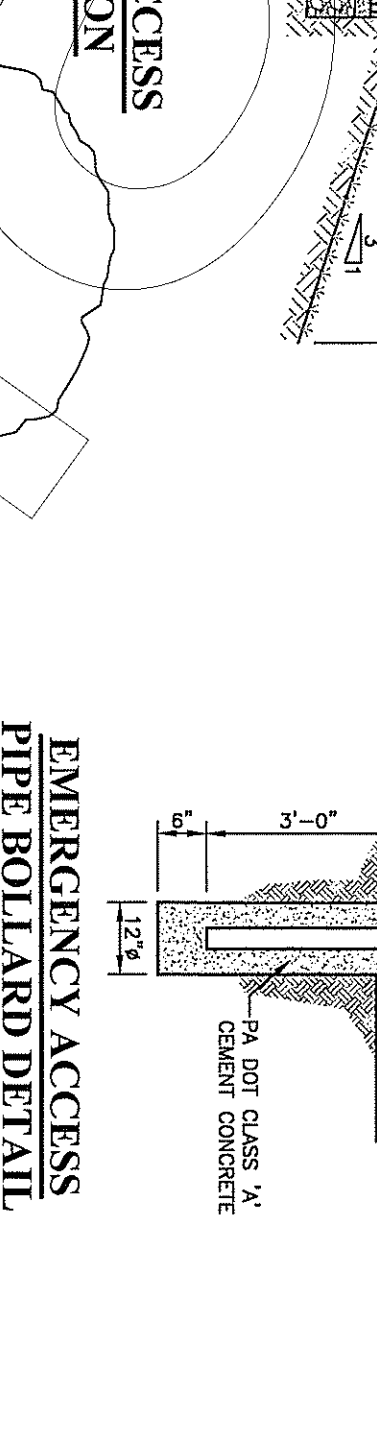
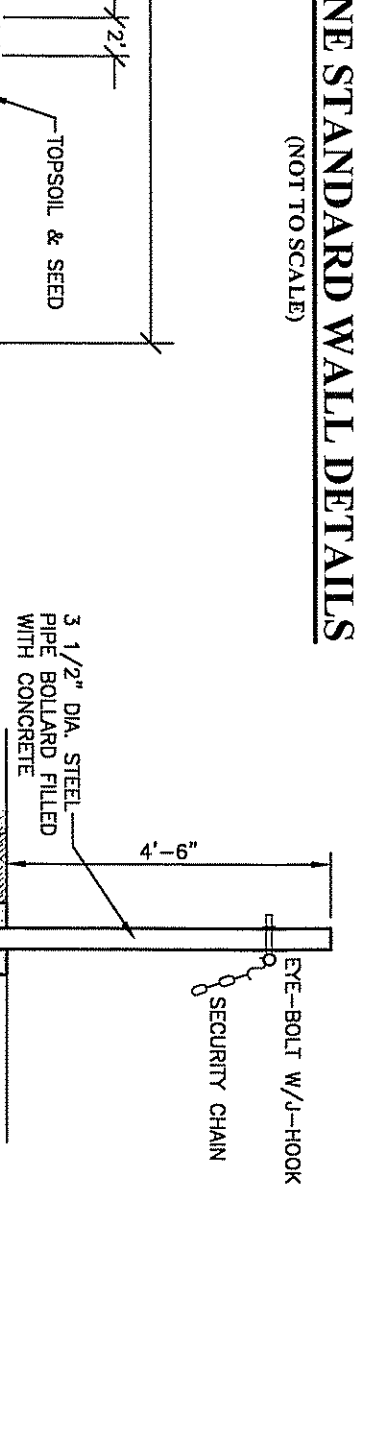
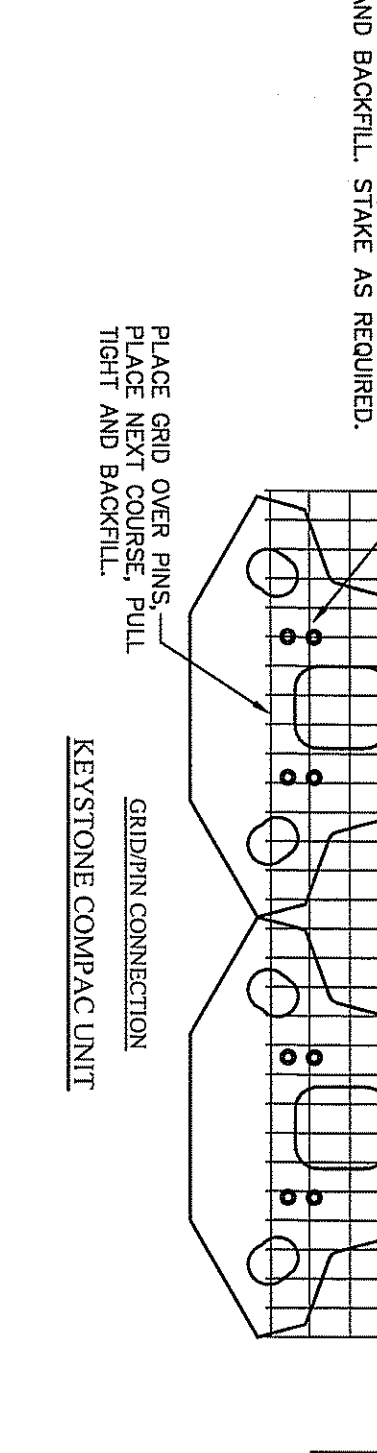
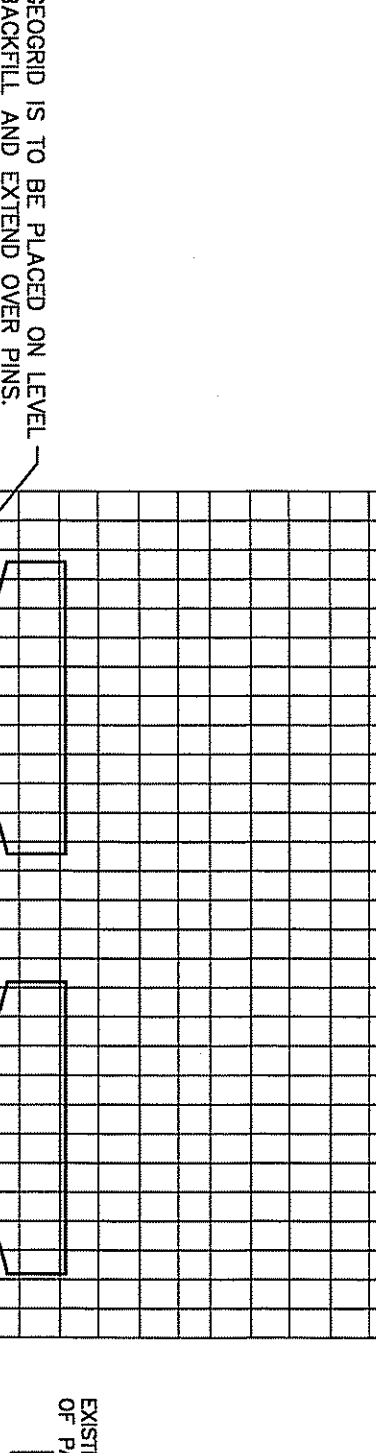
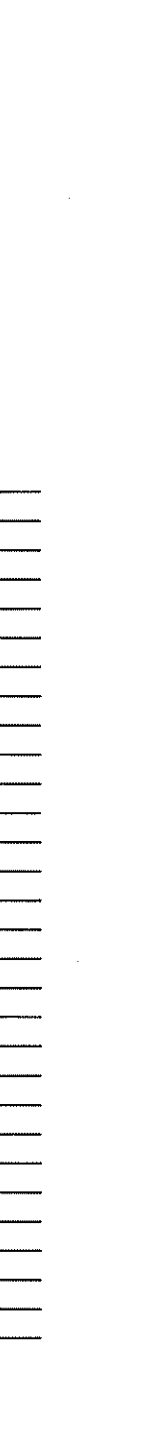
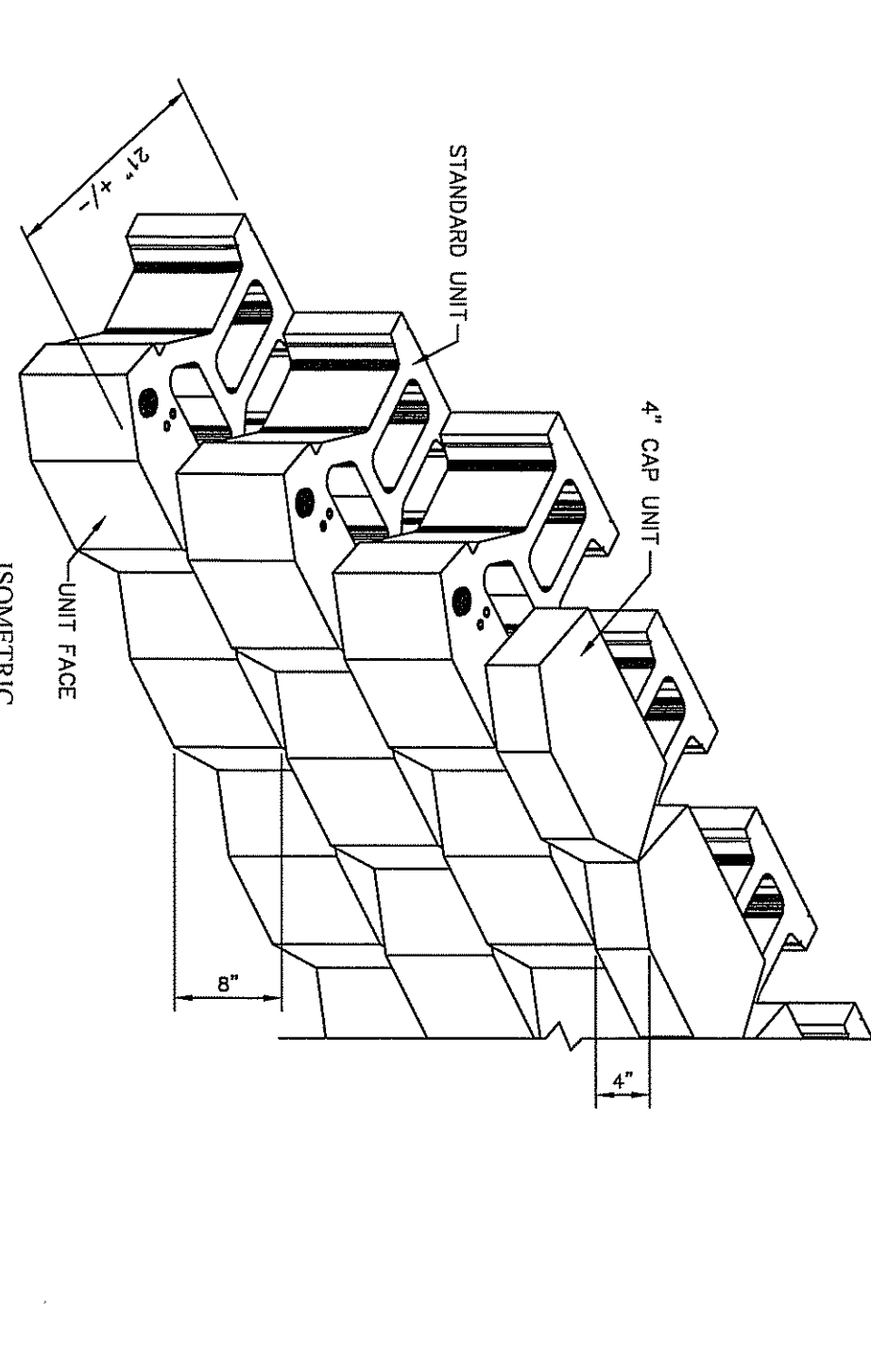
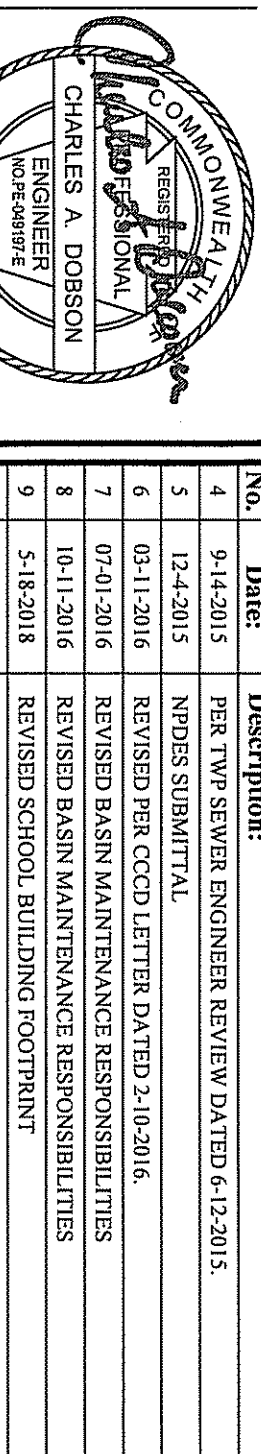
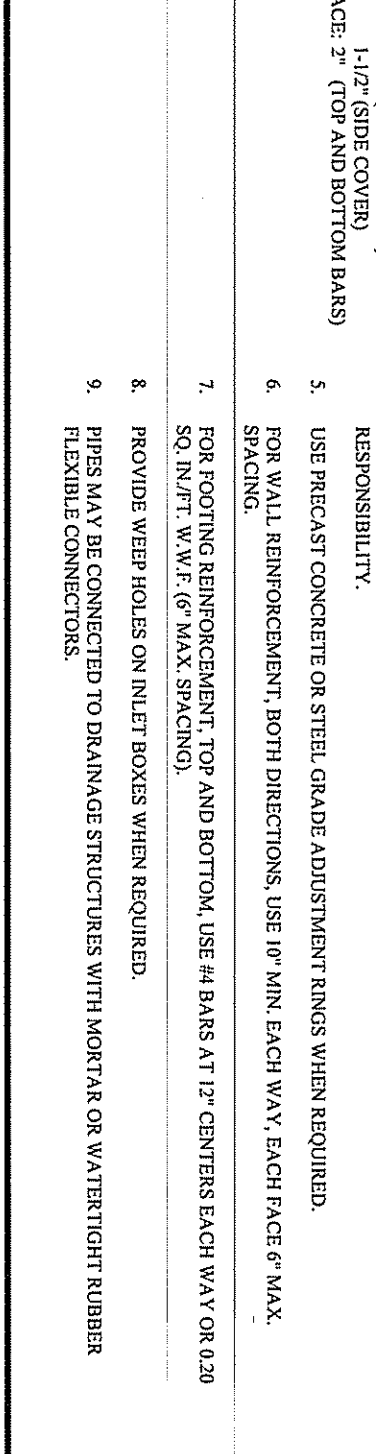
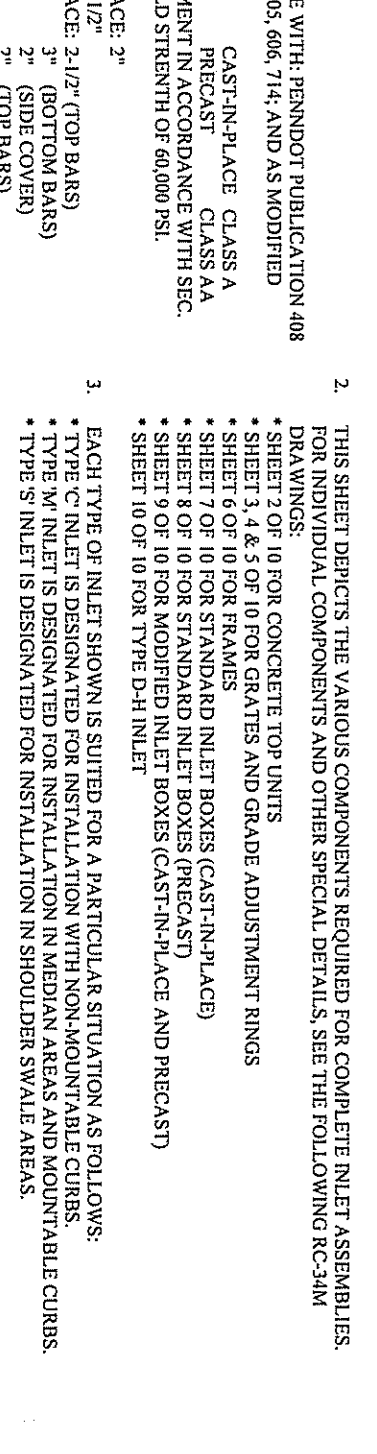
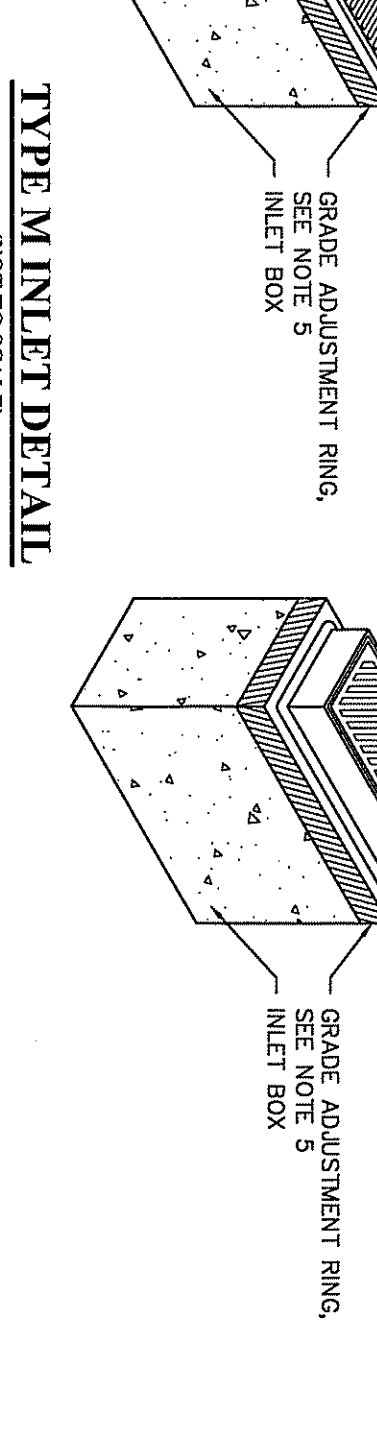
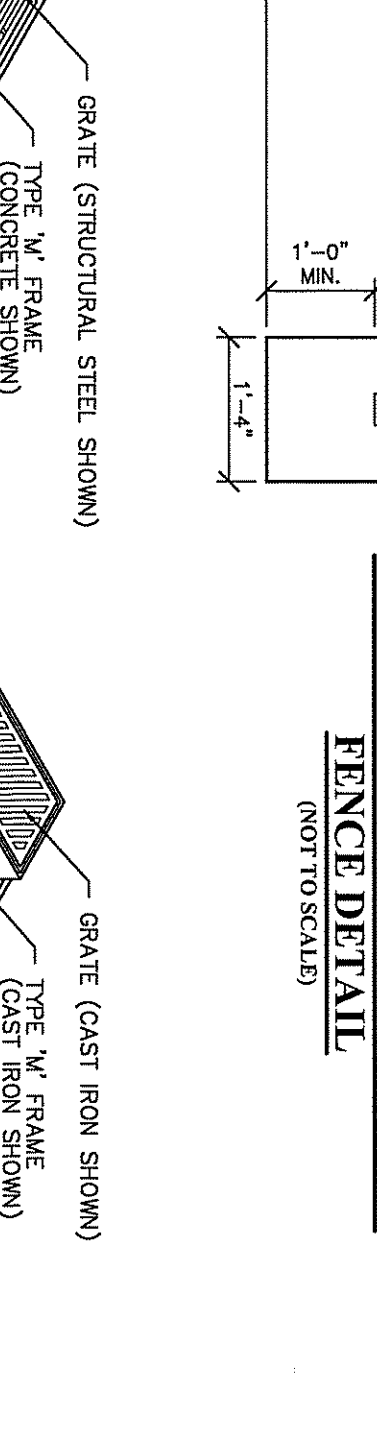
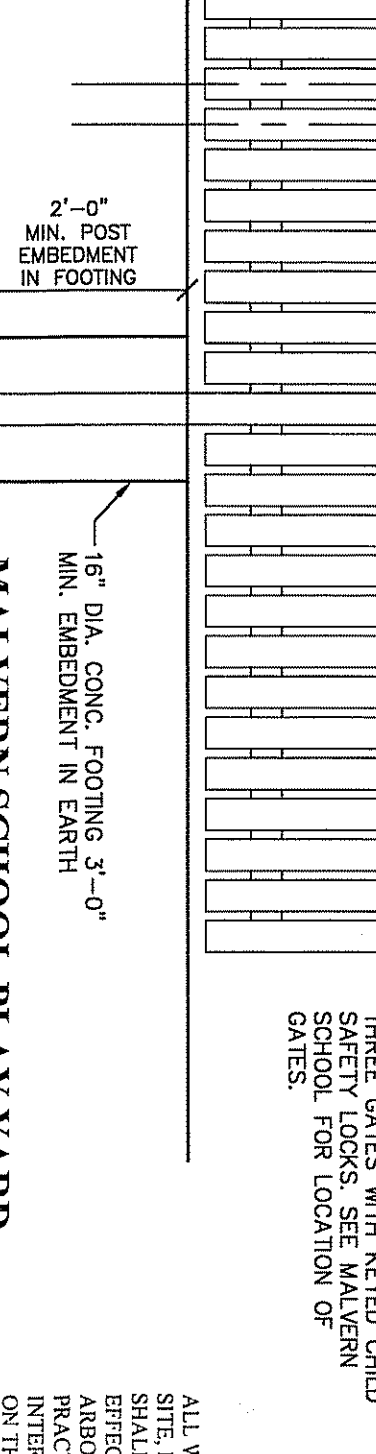
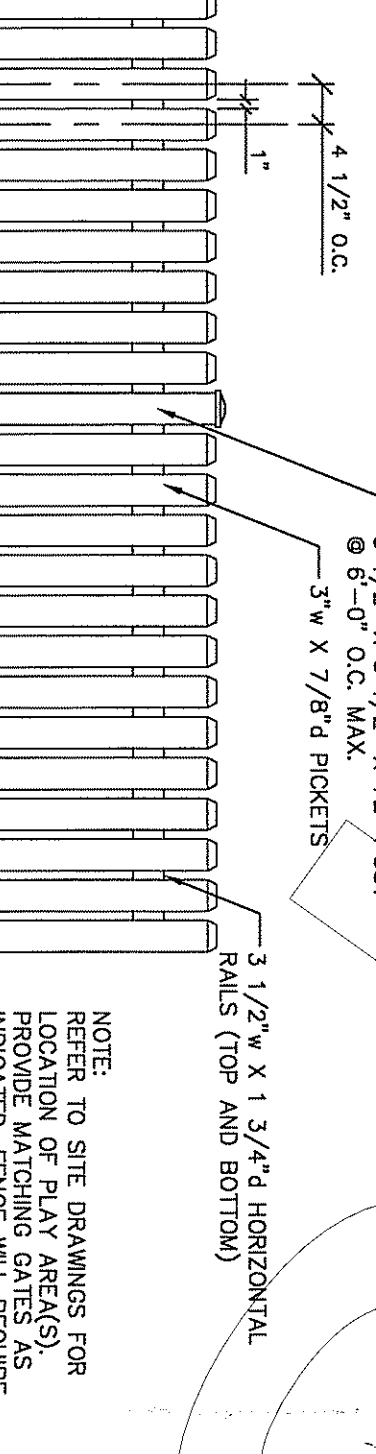
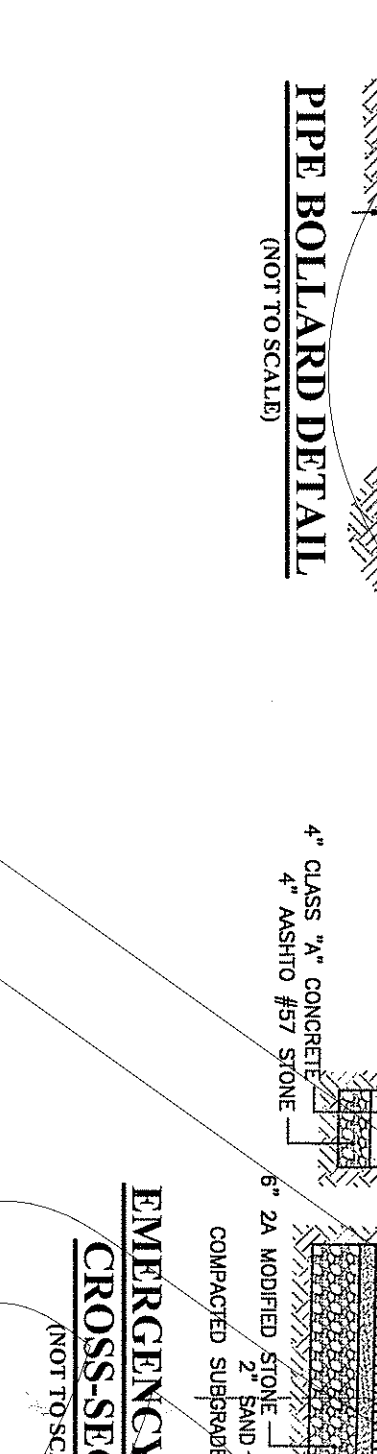
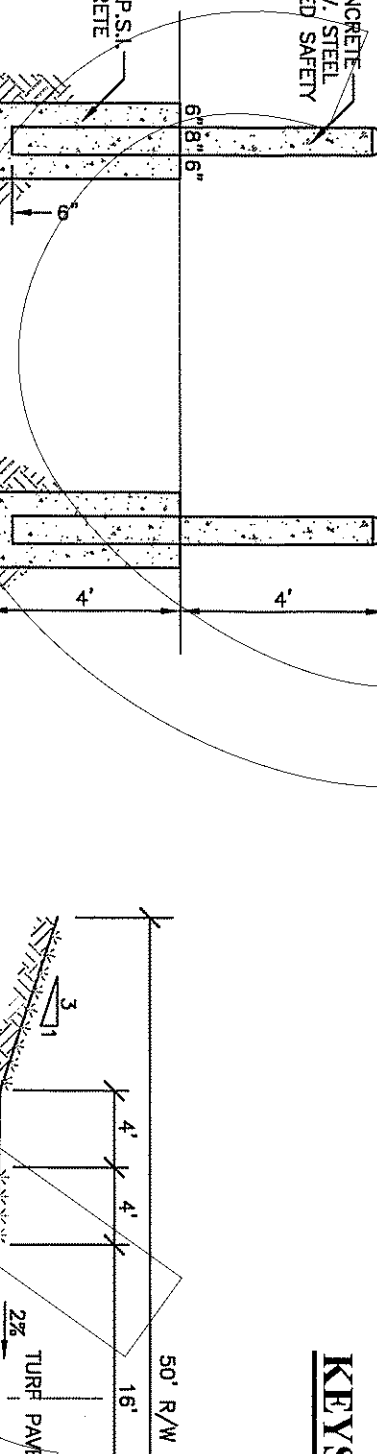
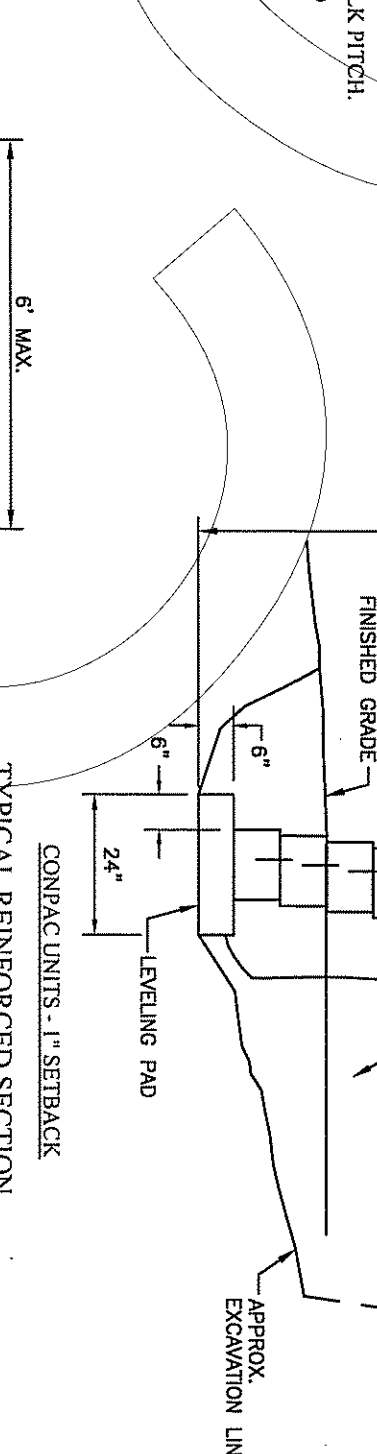
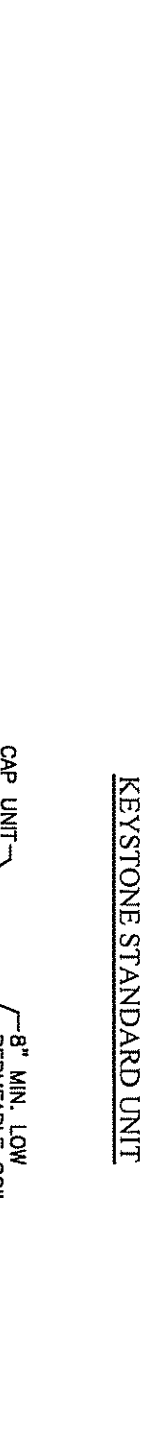
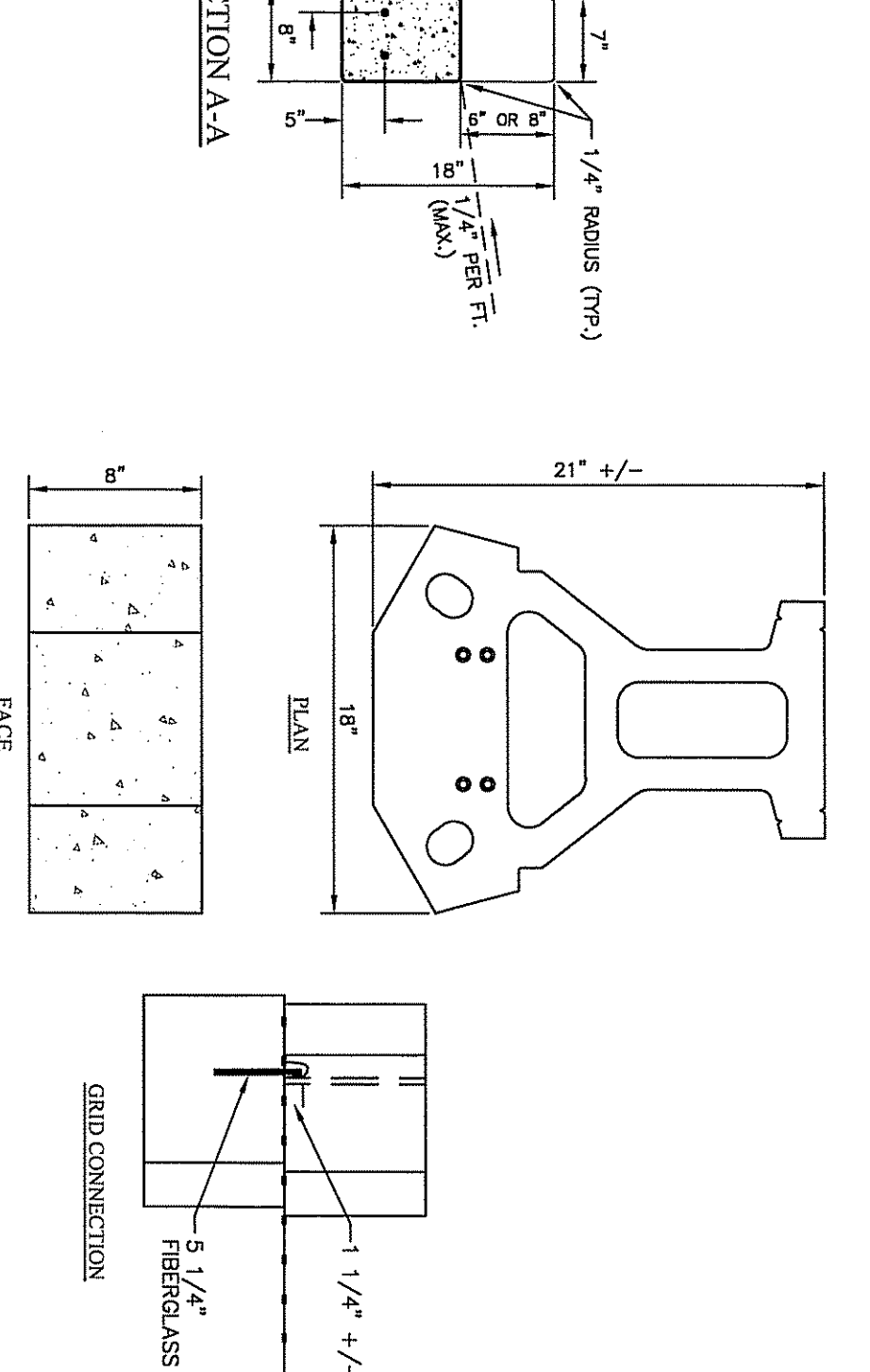
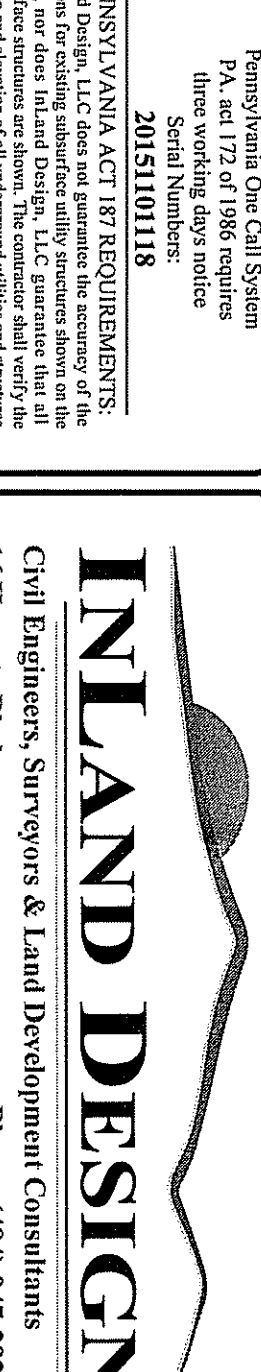
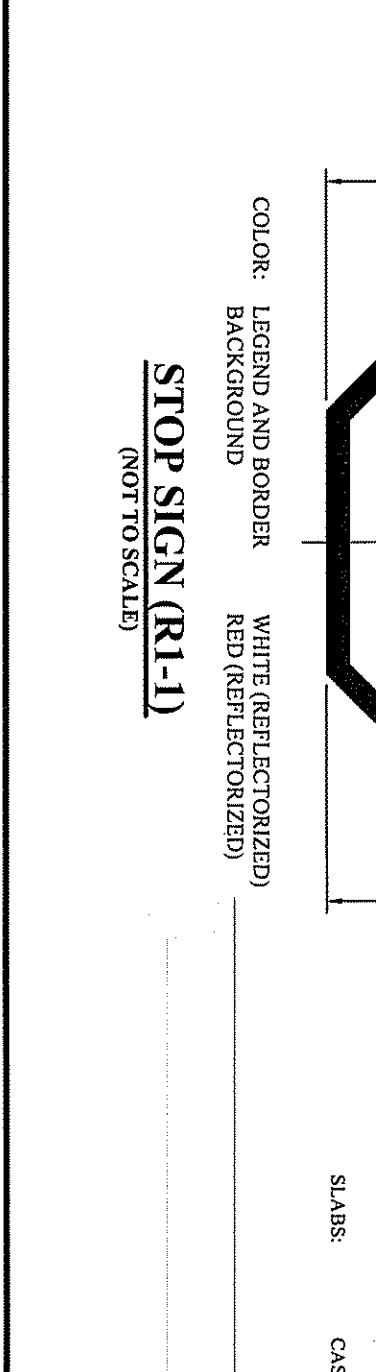
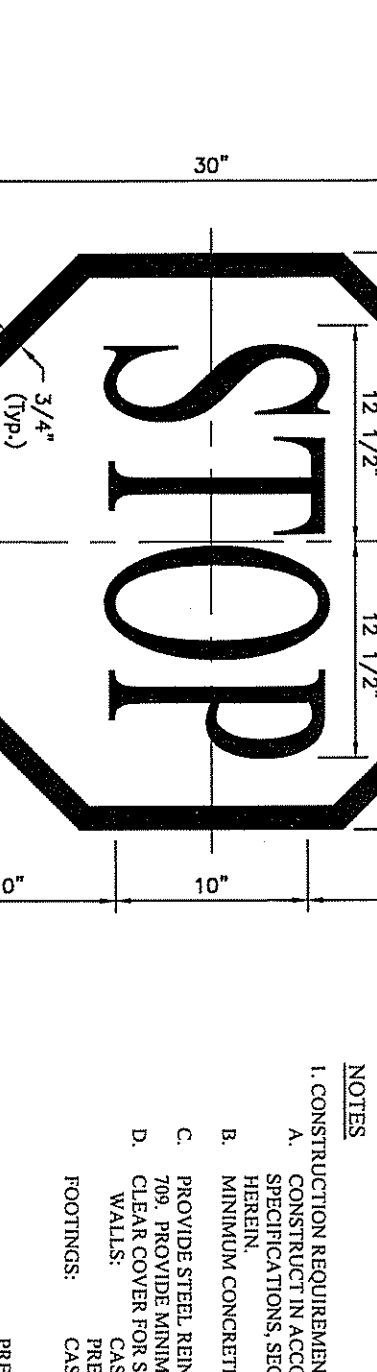
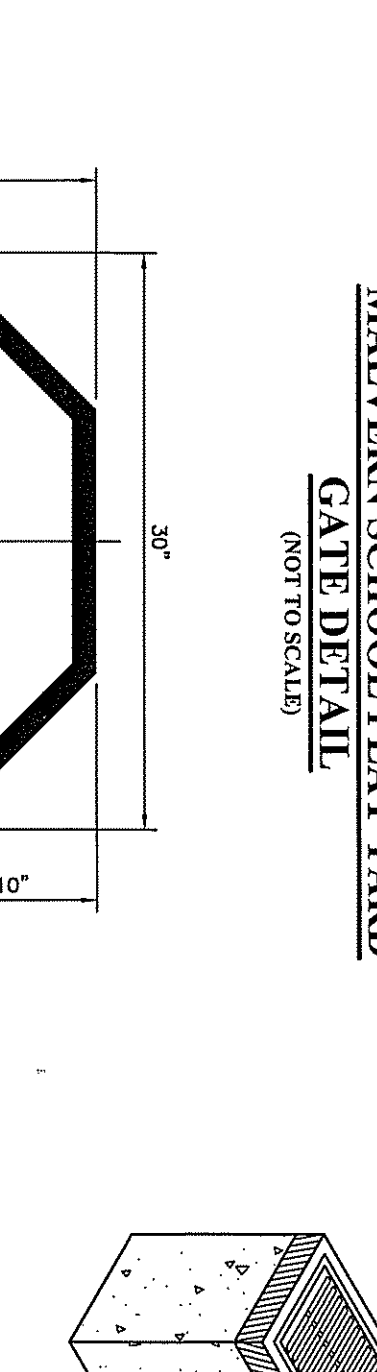
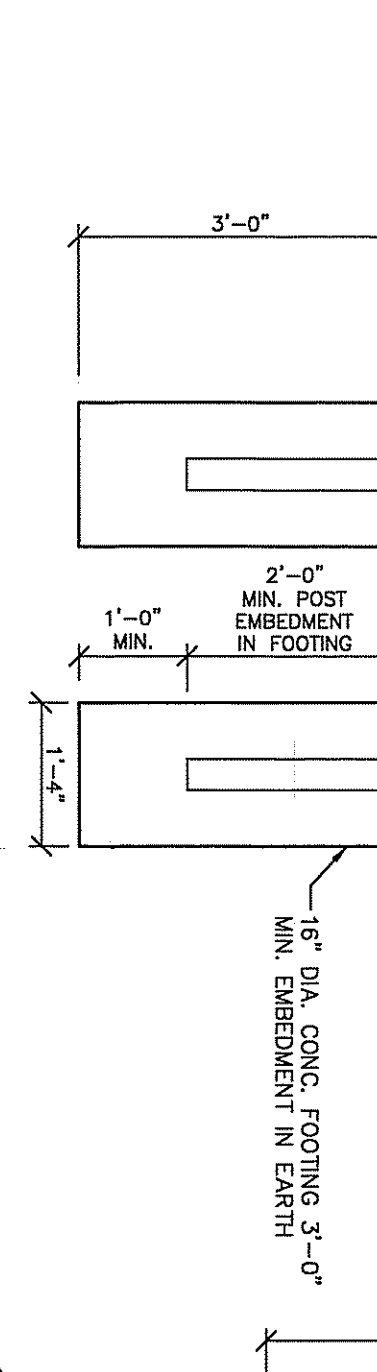
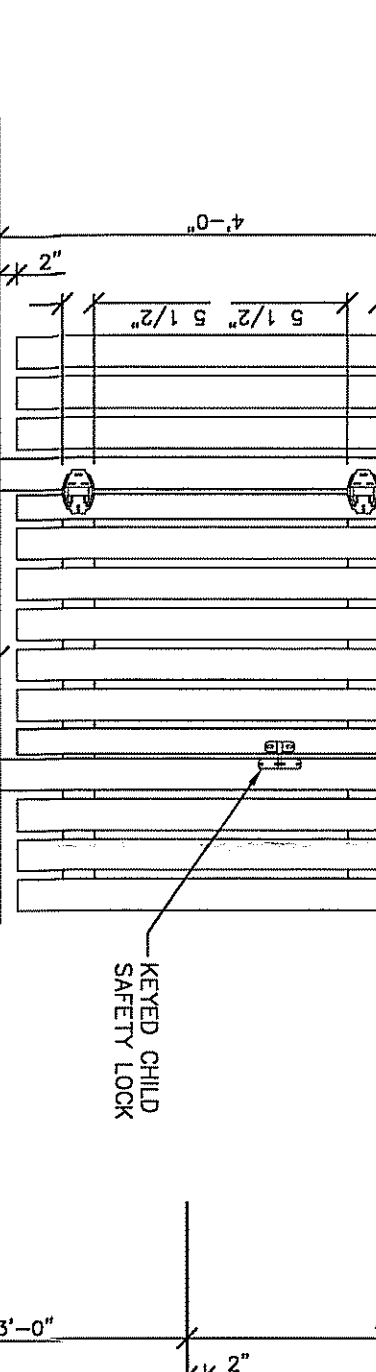
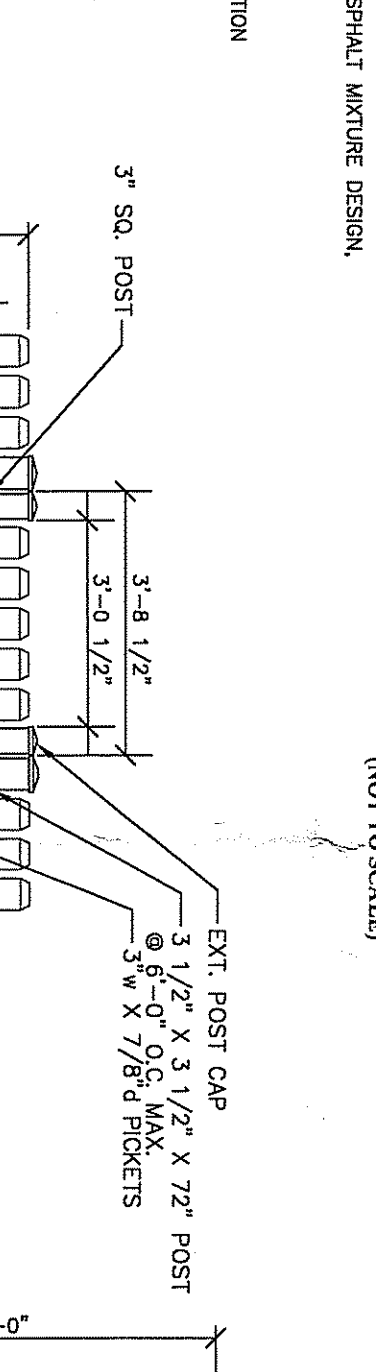
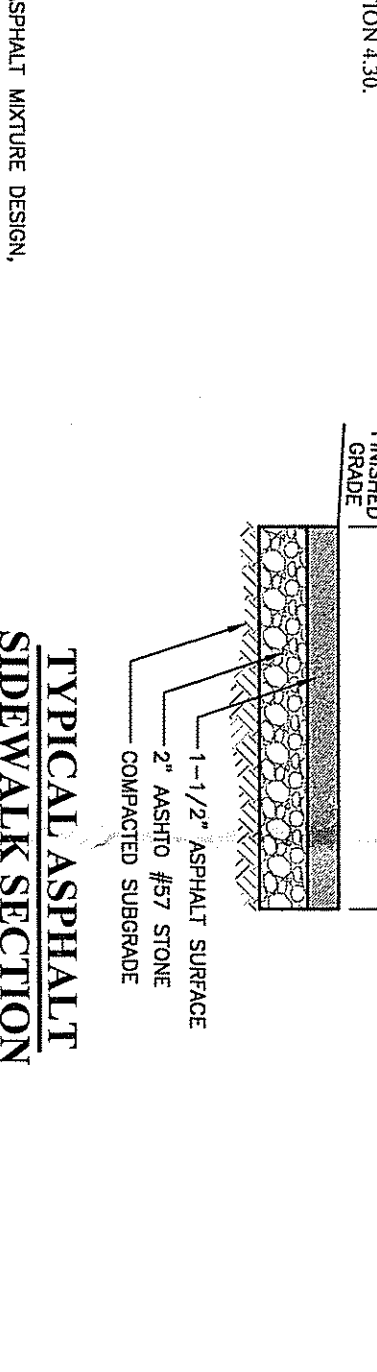
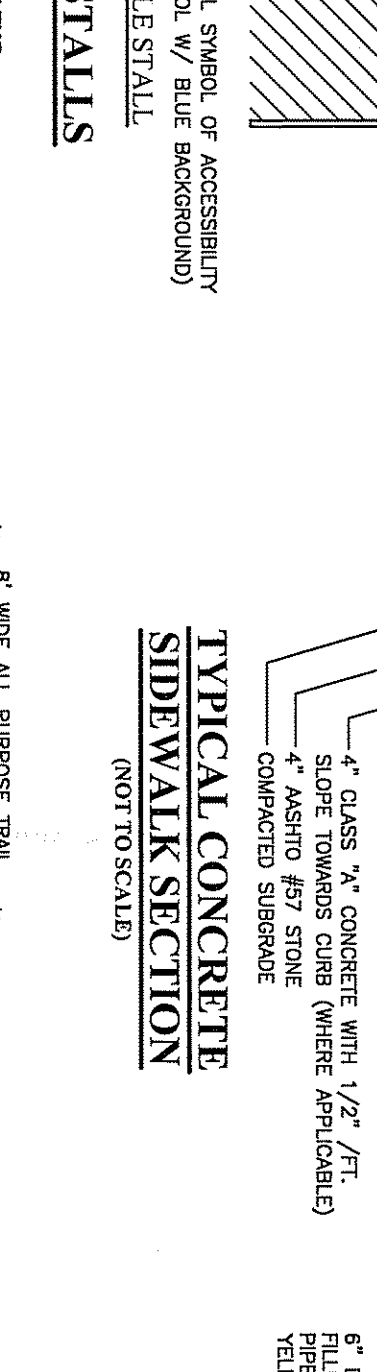
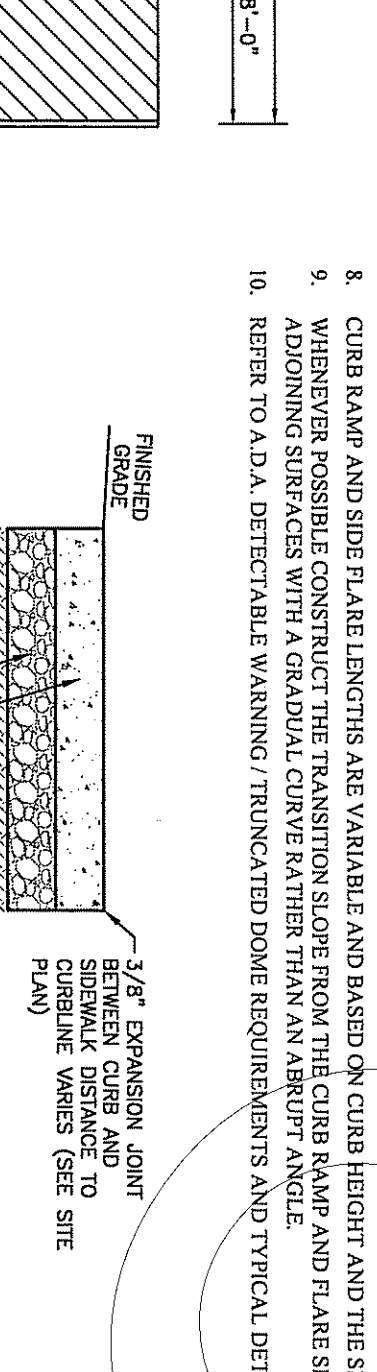
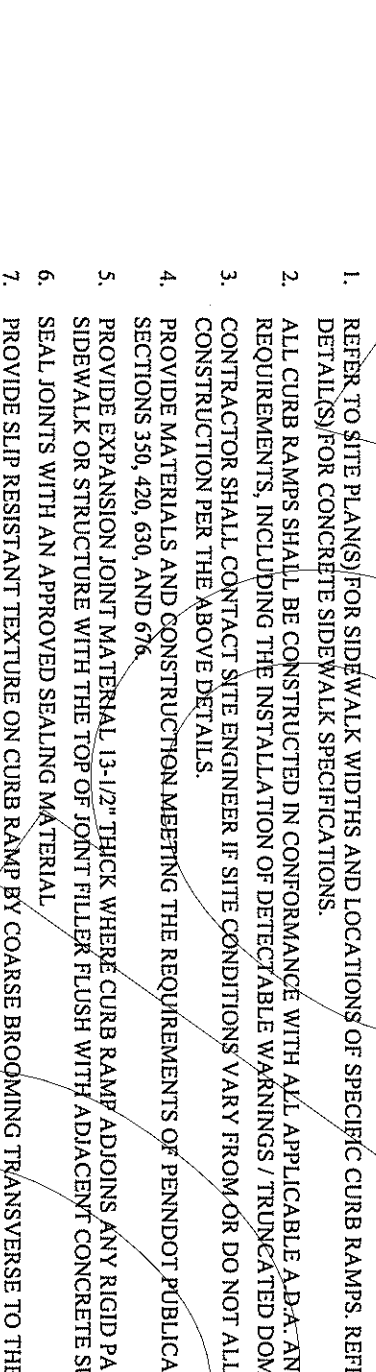
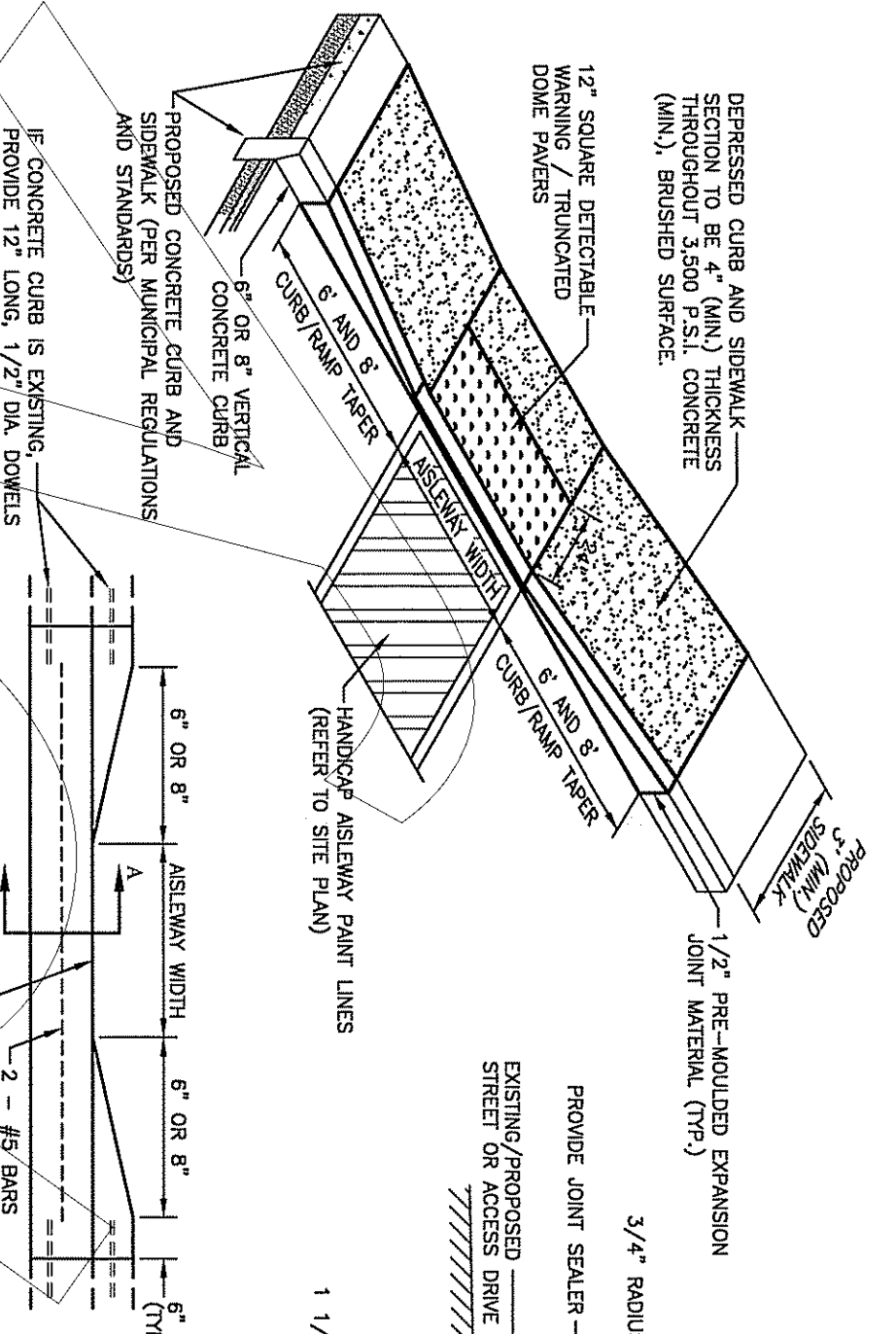
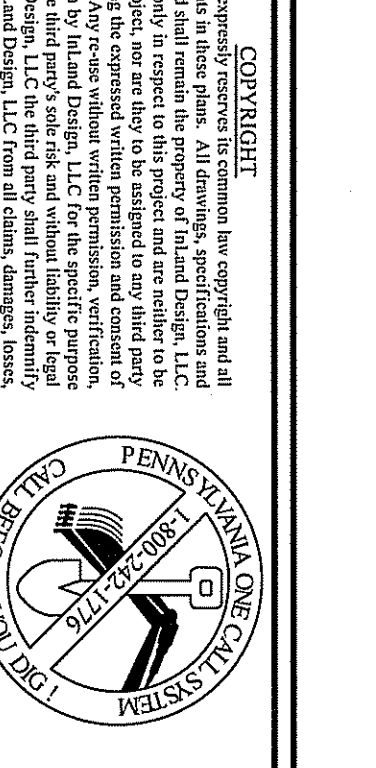
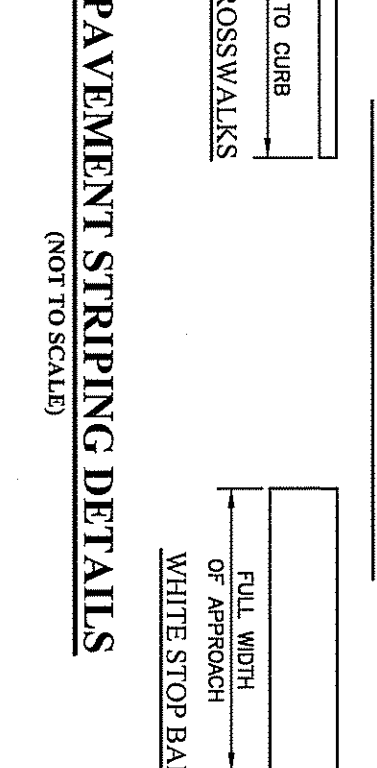
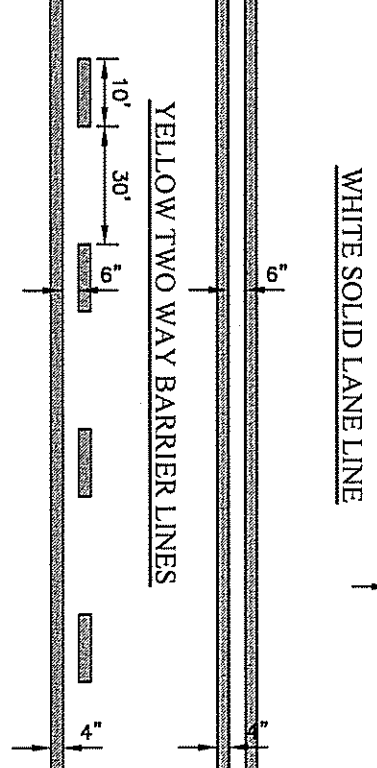
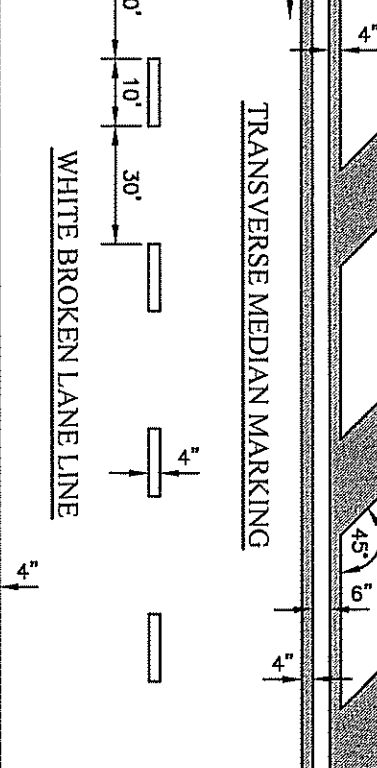
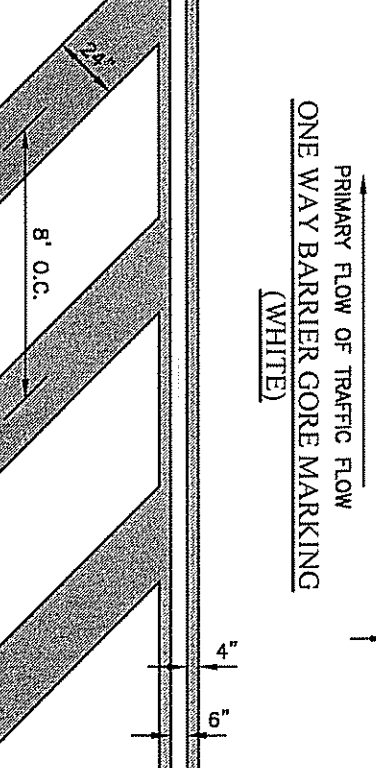
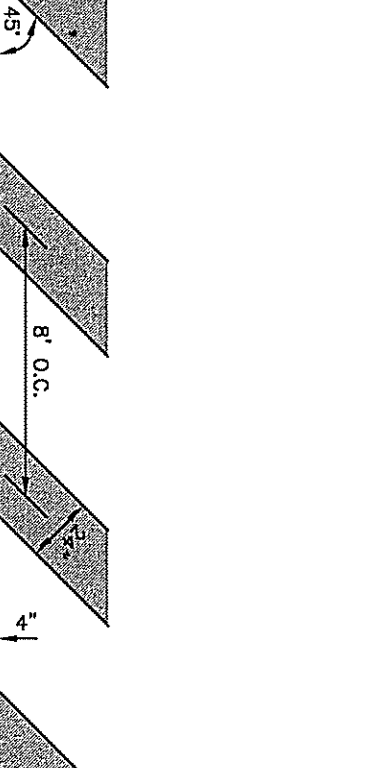
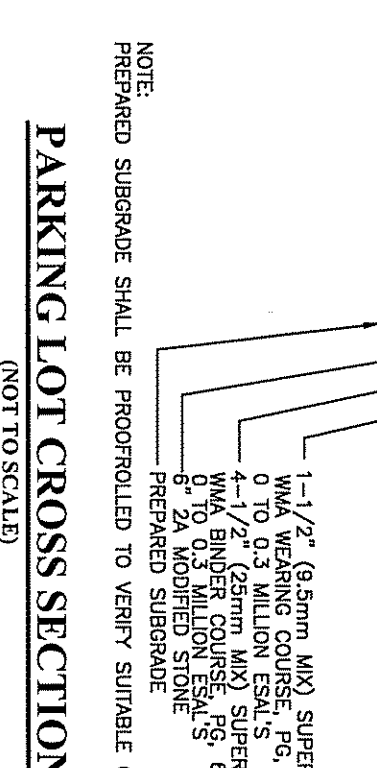
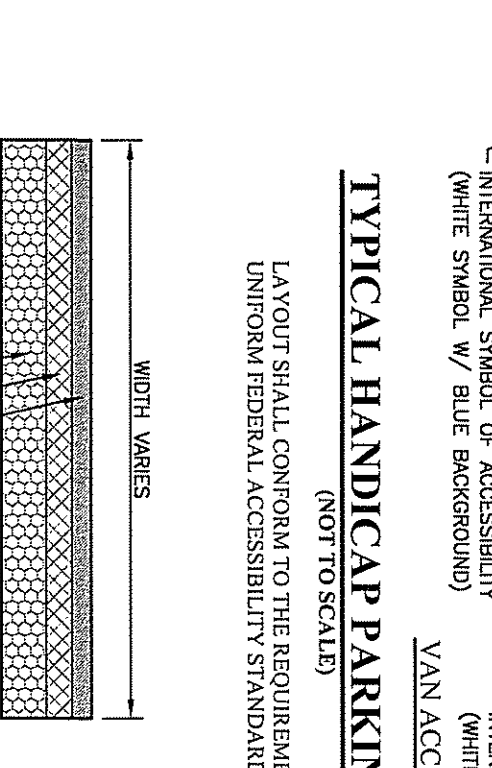
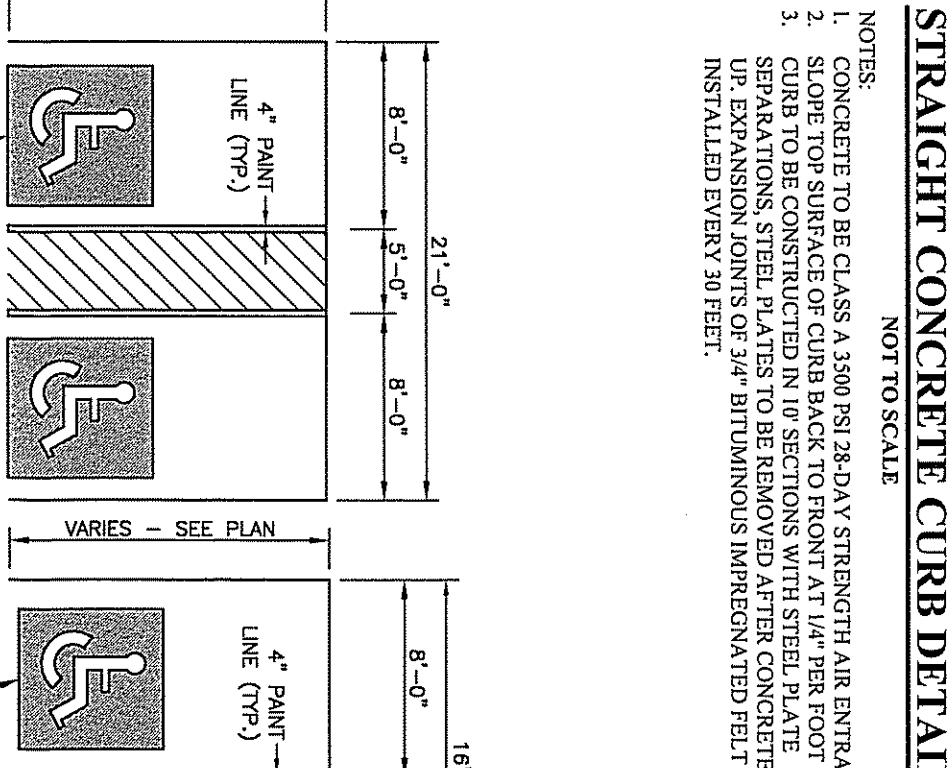
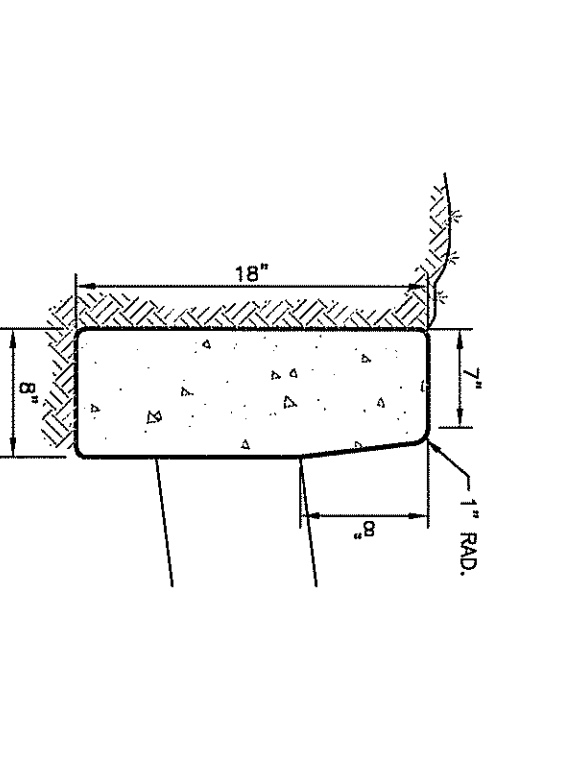
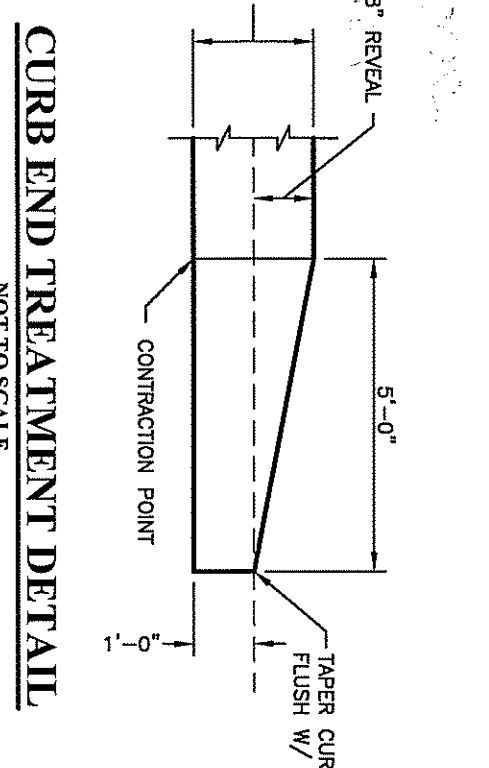
INLAND DESIGN
 Civil Engineers, Surveyors & Land Development Consultants
 16 HERSHEY BLVD., SUITE 100
 HERSHEY, PA 17033
 PH: (717) 938-2232
 FAX: (717) 938-2233
 WWW.INLANDDESIGN.COM

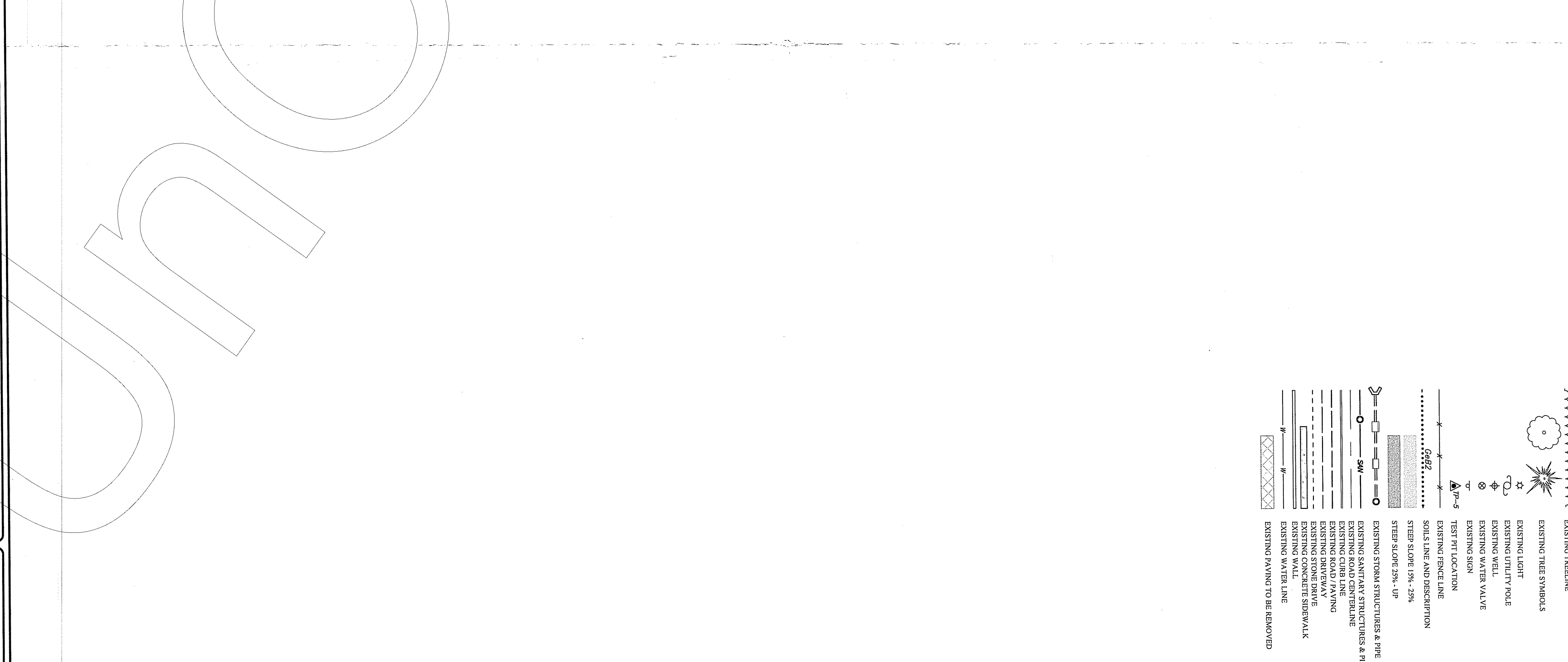
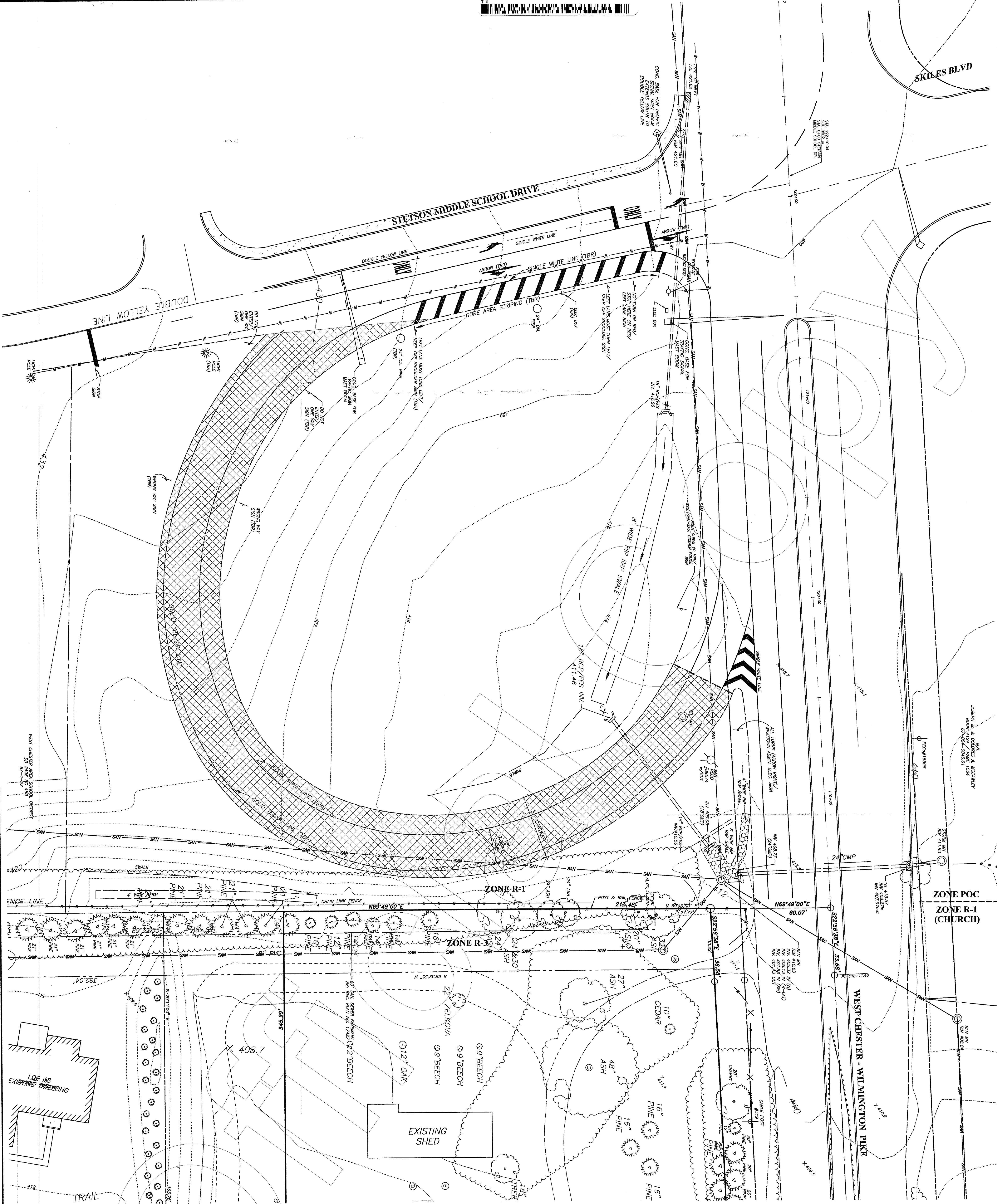
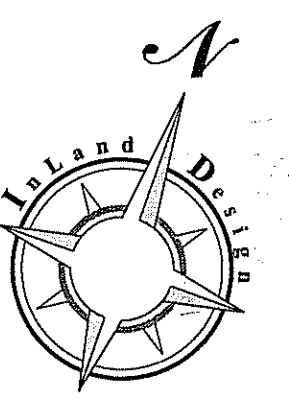
No.	Date	Description
1	10-1-2018	ISSUE FOR PERMIT
2	10-1-2018	REVISION: CORRECT LETTER DATED 4.12.2018
3	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
4	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
5	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
6	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
7	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
8	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
9	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
10	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
11	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018
12	10-1-2018	REVISION: CORRECT LETTER DATED 2.15.2018

PRELIMINARY/FINAL
 LAND DEVELOPMENT PLAN
 GRAPHIC SCALE
 0 20 40 80 120
 (IN FEET)

PCSWM STORM & SANITARY SEWER PROFILES
 FOR
 FAIR SHARE PROPERTIES, L.P.
 ARBORVIEW COMMERCIAL LOT
 WESTTOWN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

SHEET
 10
 OF 21





RECORDED OF DEEDS
FREESTER COUNTY, PA
11/08/2010 10:06:46 AM

PROJECT: 10365
SHEET: 14 OF 21

EXISTING CONDITIONS / DEMOLITION PLAN
FOR
FAIR SHARE PROPERTIES, L.P.
ARBORVIEW COMMERCIAL LOT
WESTTOWN TOWNSHIP - CHESTER COUNTY - PENNSYLVANIA

LEGEND

- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOUR
- EXISTING LOT CENTERLINE
- EXISTING SPOT ELEVATION
- EXISTING TREELINES
- EXISTING TREES/SYMBOLS
- EXISTING LIGHT
- EXISTING UTILITY POLE
- EXISTING WATER VALVE
- EXISTING SIGN
- TEST PIT LOCATION
- EXISTING FENCE LINE
- SOILS LINE AND DESCRIPTION
- STEEP SLOPE 1% - 2%
- STEEP SLOPE 2% - 10%
- STEEP SLOPE 10% - 15%
- EXISTING STORM STRUCTURES & PIPE
- EXISTING SANITARY STRUCTURES & PIPE
- EXISTING CURB LINE
- EXISTING ROAD / PAVING
- EXISTING STONE DRIVE
- EXISTING CONCRETE SIDEWALK
- EXISTING WATER LINE
- EXISTING PAVING TO BE REMOVED

10365
10365
10365

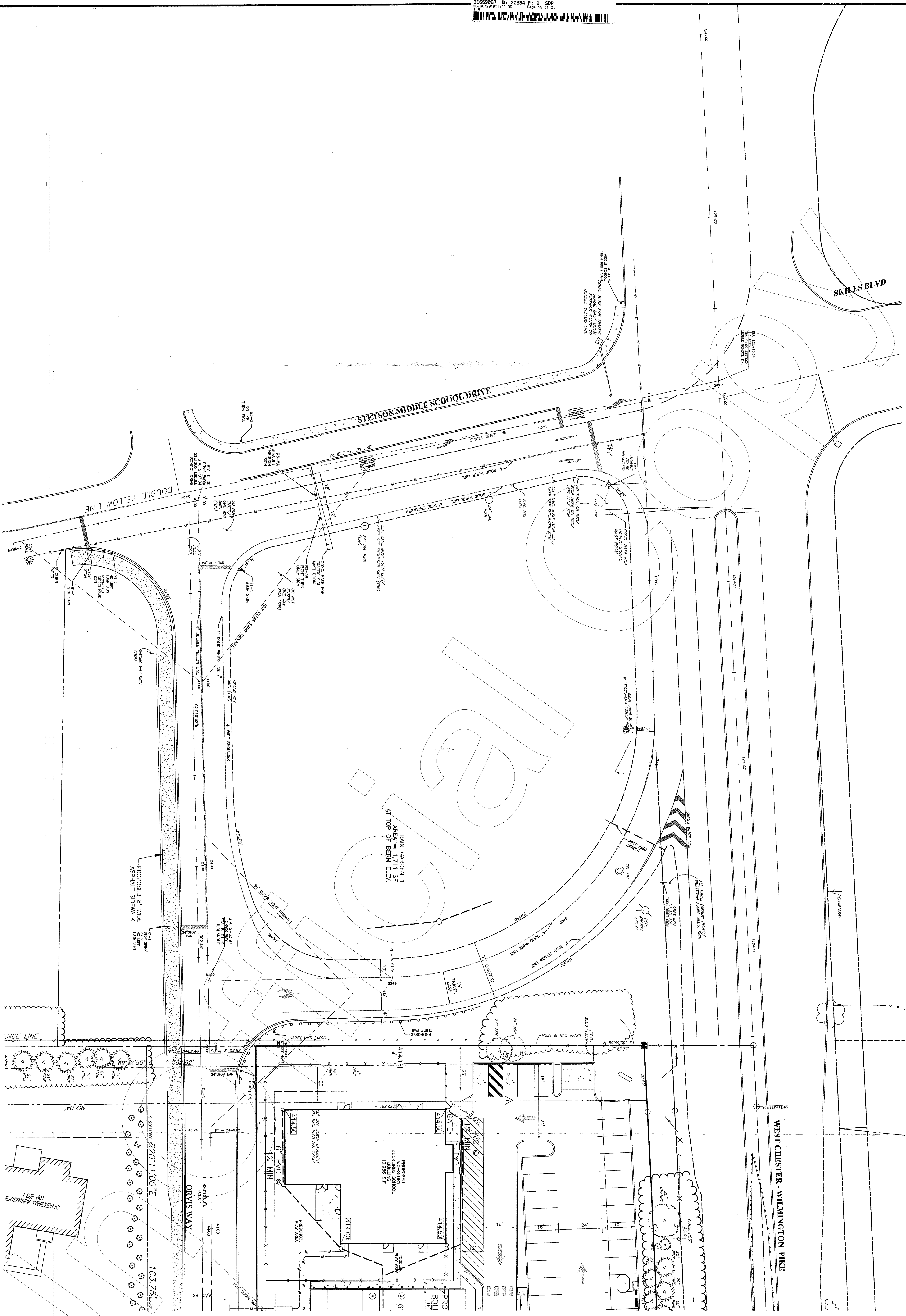
INLAND DESIGN
Civil Engineers, Surveyors & Land Development Consultants
16 Pine Hill, West Chester, PA 19382
Phone: (883) 347-2938
Fax: (883) 347-2946
Info@inlanddesign.net
www.inlanddesign.net

No.	Date	Description
1	9-14-2011	PER TWP SEWER ENGINEER REVIEW DATED 9-12-2011
2	12-4-2011	REVISED PER TWP ENGINEER REVIEW DATED 12-20-11
3	01-11-2012	REVISED PER CCDC LETTER DATED 1-16-2012
4	07-20-2012	REVISED PER CCDC LETTER DATED 7-20-2012
5	12-12-2012	REVISED PER CCDC LETTER DATED 12-12-2012
6	01-14-2013	REVISED PER CCDC LETTER DATED 1-14-2013
7	07-20-2012	REVISED PER CCDC LETTER DATED 7-20-2012
8	12-12-2012	REVISED PER CCDC LETTER DATED 12-12-2012
9	01-14-2013	REVISED PER CCDC LETTER DATED 1-14-2013
10	01-14-2013	REVISED PER CCDC LETTER DATED 1-14-2013
11	01-14-2013	REVISED PER CCDC LETTER DATED 1-14-2013
12	01-14-2013	REVISED PER CCDC LETTER DATED 1-14-2013

**PRELIMINARY/FINAL
LAND DEVELOPMENT PLAN**

GRAPHIC SCALE
(IN FEET)
0 10 20 30 40 50

10365
10365
10365



LEGEND

- PROPERTY BOUNDARY
- EXISTING RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- EXISTING 2" CONTOUR
- EXISTING 4" CONTOUR
- EXISTING 8" CONTOUR
- EXISTING TELEPHONE
- EXISTING TREE SYMBOLS
- EXISTING LIGHT
- EXISTING UTILITY POLE
- EXISTING BURIED VALVE
- EXISTING SIGN
- TEST PIT LOCATION
- EXISTING FENCE LINE
- SOILS LINE AND DESCRIPTION
- STEEP SLOPE 25% - 35%
- STEEP SLOPE 25% - 10%
- WETLAND AREA
- EXISTING STORM STRUCTURES & PIPE
- EXISTING SANITARY STRUCTURES & PIPE
- EXISTING ROAD CENTERLINE
- EXISTING ROAD PAVING
- EXISTING DRIVEWAY
- EXISTING CONCRETE SIDEWALK
- EXISTING WALL, ANY MATERIAL
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED 2" CONTOUR
- PROPOSED 4" CONTOUR
- PROPOSED 8" CONTOUR
- PROPOSED UTILITY POLE
- PROPOSED WELL
- PROPOSED WATER VALVE
- PROPOSED SIGN
- PROPOSED FENCE LINE
- PROPOSED STORM STRUCTURES & PIPE
- PROPOSED SANITARY STRUCTURES & PIPE
- PROPOSED ROAD CENTERLINE
- PROPOSED ROAD PAVING
- PROPOSED DRIVEWAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED WALL, ANY MATERIAL
- PROPOSED WATER LINE
- PROPOSED GAS LINE
- PROPOSED TELEPHONE LINE

CONSULTANTS

Professional Seal of the State of Pennsylvania
 PENNSYLVANIA ACT 1774 REGISTERED PROFESSIONAL ENGINEER
 2018101118

INLAND DESIGN
 Civil Engineers, Surveyors & Land Development Consultants
 1616 Chestnut Pike, 19382
 Phone: (484) 947-2928
 Fax: (484) 947-2946
 www.inlanddesign.net

REVISIONS

No.	Date	Description
1	6/14/2015	PER TWP ENGINEER REVIEW DATED 6/14/2015
2	7/24/2015	REVISED SUBMITTAL
3	8/11/2016	REVISED PER CCOD LETTER DATED 2/10/2016
4	9/21/2016	REVISED PER CCOD LETTER DATED 2/10/2016
5	10/21/2016	REVISED PER CCOD LETTER DATED 2/10/2016
6	11/24/2016	REVISED PER CCOD LETTER DATED 2/10/2016
7	12/22/2016	REVISED PER CCOD LETTER DATED 2/10/2016
8	1/19/2017	REVISED PER CCOD LETTER DATED 2/10/2016
9	2/15/2017	REVISED PER CCOD LETTER DATED 2/10/2016
10	3/14/2017	REVISED PER CCOD LETTER DATED 2/10/2016
11	5/14/2017	REVISED PER CCOD LETTER DATED 2/10/2016
12	6/14/2019	BID SET, ADDED ROOM RAINANS

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN

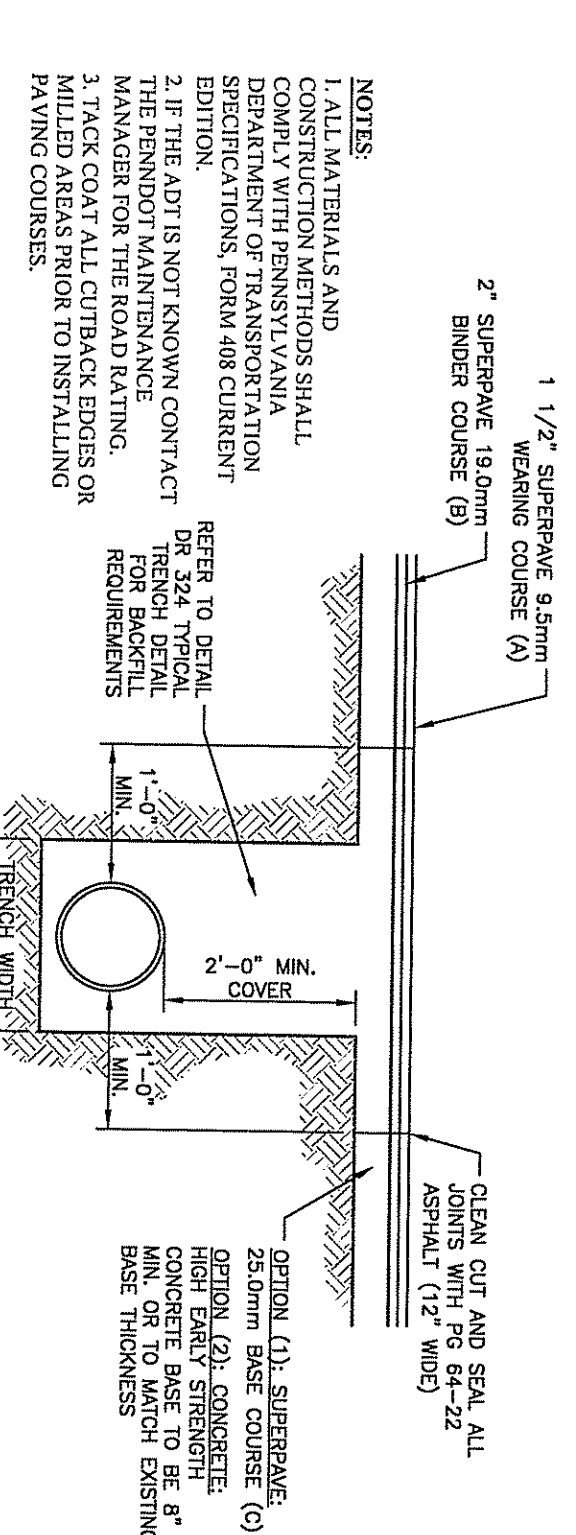
GRA. PLOT SCALE
 1" = 20'

10365

DETAILED CONSTRUCTION PLAN FOR FAIR SHARE PROPERTIES, L.P. ARBORVIEW COMMERCIAL LOT

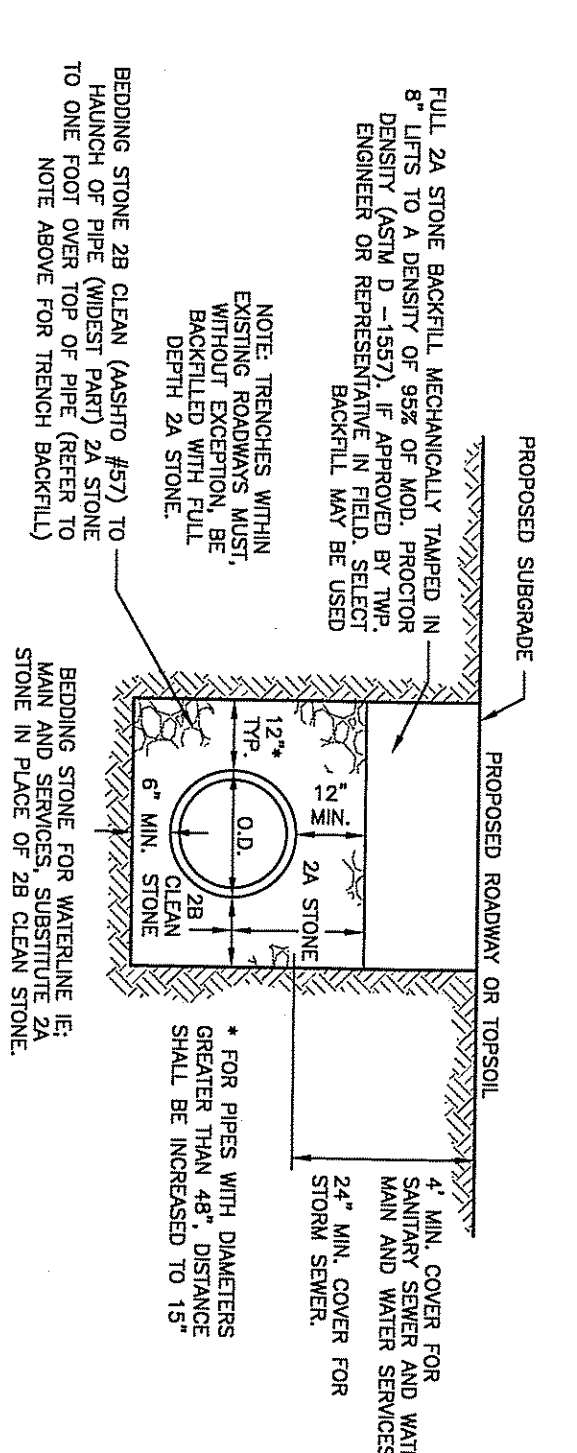
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Copyright



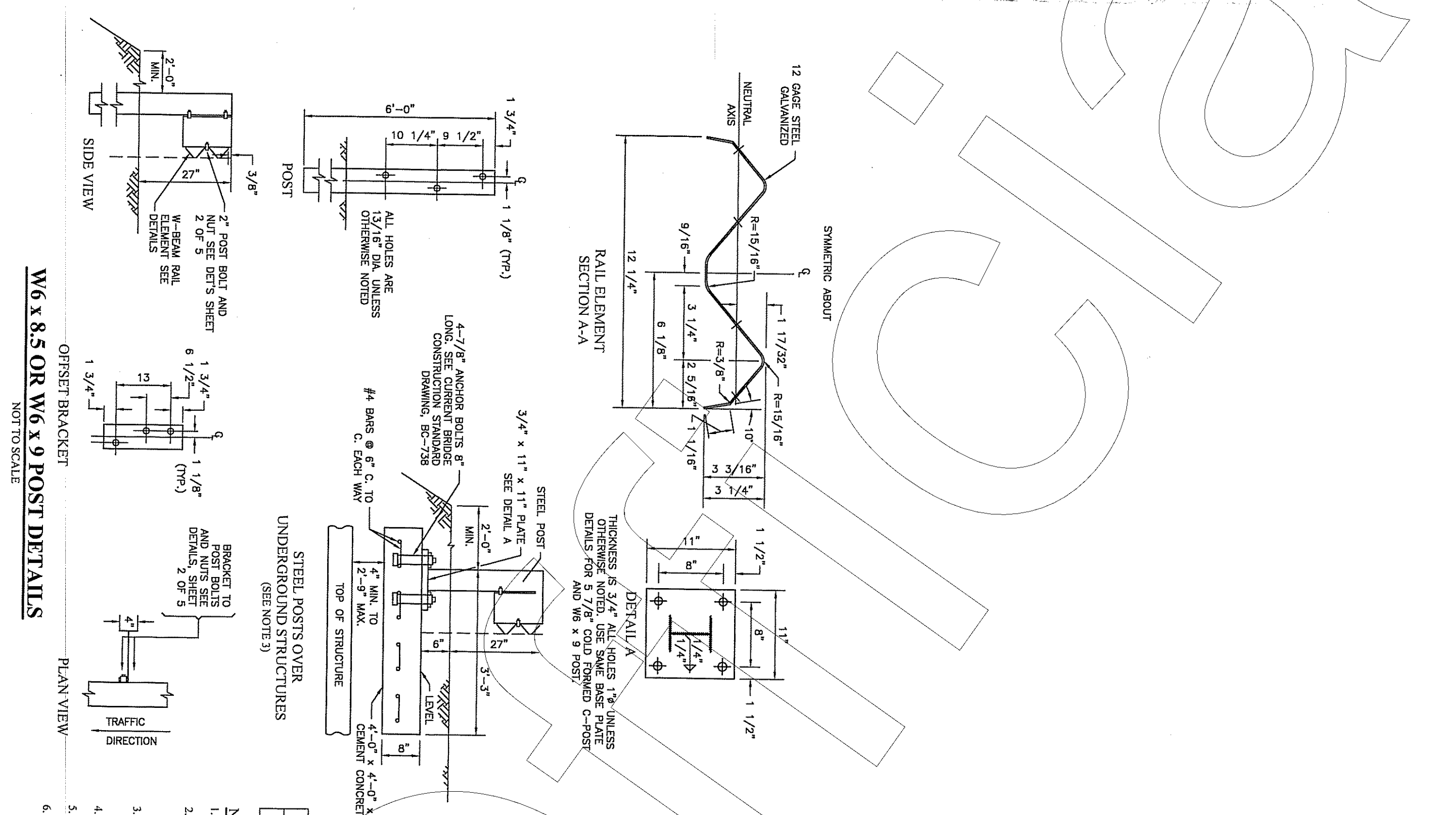
STATE HIGHWAY PERMANENT RESTORATION DETAIL

(A) 1 1/2\"/>

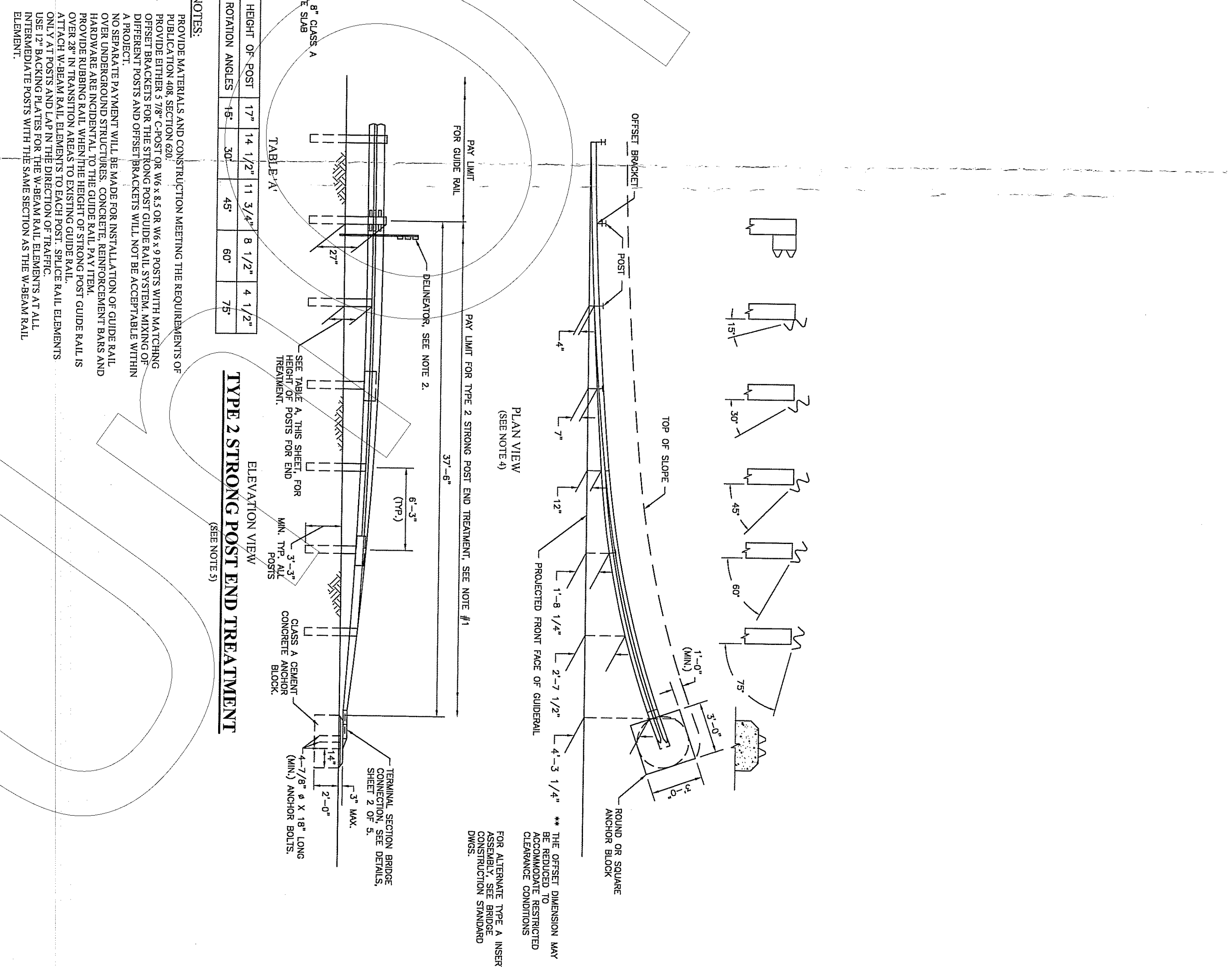


TYPICAL TRENCH DETAIL

NOTES:
1. ALL UTILITY TRENCHES WITHIN EXISTING ROWWAYS, PROPOSED ROWWAYS AND SIDEWALKS MUST BE SCREENED WITH ALL DUTY TRENCHES MUST HAVE A COVER, CABLE TYPING, PHOTOGRAPHY, ETC.
2. 1/4\"/>



W6 X 8.5 FOR W8 X 9 POST DETAILS



TYPE 2 STRONG POST END TREATMENT

NOTES:
1. PUBLICATION AND CONSTRUCTION MEETING THE REQUIREMENTS OF
2. PROVIDE EITHER 3\"/>

CONTRACTOR
Perryville One-City Systems
2013
2013

PA
Perryville One-City Systems
2013
2013

INLAND DESIGN
Civil Engineers, Surveyors & Land Development Consultants
16 Hagerly Blvd.
West Chester, PA 19382
www.inlanddesign.net

PROFESSIONAL ENGINEER
PA
16 Hagerly Blvd.
West Chester, PA 19382

No.	Date	Description
1	8/24/2012	REVISED SURVEY ENGINEER REVIEW DATE TO 8/24/2012
2	12/4/2012	INDICES SUBMITTAL
3	02/11/2013	REVISED PER COD LETTER DATED 2-10-2013
4	02/11/2013	REVISED RAIN MAINTENANCE RESPONSIBILITIES
5	10/11/2013	REVISED RAIN MAINTENANCE RESPONSIBILITIES
6	5/18/2014	REVISED SCHOOL BUILDING FOOTPRINT
7	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT
8	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT
9	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT
10	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT
11	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT
12	12/23/2014	REVISED SCHOOL BUILDING FOOTPRINT

PRELIMINARY/FINAL LAND DEVELOPMENT PLAN
GRAPHIC SCALE
1"=20'
1"=40'
1"=80'

10365

CONSTRUCTION DETAILS FOR FAIR SHARE PROPERTIES, L.P. ARBORVIEW COMMERCIAL LOT
WESTTOWN TOWNSHIP • CHESTER COUNTY • PENNSYLVANIA

20 OF 21

EXHIBIT “C”
HOA PETITION
(attached hereto)

**Arborview Residents' Petition to Board of Supervisors to
Close Emergency Access
Connecting Orvis Way to Hidden Pond Way**

We, the residents of the Arborview community located at Hidden Pond Way in Westtown, PA, hereby request removal of the emergency access road connecting Orvis Way to Hidden Pond Way. Fire trucks and other emergency vehicles may access the homes in the Arborview community by the Hidden Pond Way entrance parallel to West Pleasant Grove Road, which is sufficient width to meet fire equipment load requirements and contains an asphalt surface capable of supporting emergency vehicle weights. Removal of the emergency access will allow the community to add a vegetative screen creating a visual barrier between the community and Orvis Way and the R3 business district. This screen will enhance the community aesthetics and substantially increase safety in a community with many elementary and preschool aged children.

House Number Signature

- 100 *Jawent Hozmann / Mr. H. H. H.*
- 101 *Cardac Anderson / Philip Anderson*
- 102 *Kathleen Phillips*
- 103 *Amy Janowski / [Signature]*
- 104 *Michael C. Schultz M.D.*
- 105 *Mary Reapell / [Signature]*
- 106 *Alana + Julie D'Ambrosio (Vacated House but gave permission to insert name/signature by proxy!)*
- 107 *Blanne Kelly / [Signature]*
- 108 *John [Signature] / Scott Bates*
- 109 *Kelly Kaleida / Duke [Signature]*
- 110 *Jaimin Hopmann / Ms. ALEXANDE HEOMCENCO
Tatiana Sclonina*
- 111 *Mary Regan / [Signature]*
- 112 *Kathryn B. Kref / [Signature]*
- 113 *K. [Signature] / [Signature]*

116 Mary & Tom C. 1500

117 Clive J. [unclear]

118 [unclear]

119 Ken & Agnes + [unclear]

120 Tom Chan

121 J. J. - GOLDFINGER

122 Elizabeth Wilcox

123 Lisa Dougherty

124 Janis & David C. Seal

125 [unclear] Sturm - Martin

~~126~~

127 Vanessa Ward

~~128~~

129 Michele Antiche Barbocane

~~130~~

131 Adi S. Kherai J. J. [unclear]

132 Jodie Davano

133 [unclear] / J. J. [unclear]

134 [unclear]

135 Amy Dennis

Check Register

Westtown Township

27-Nov-19

From: 19-Nov-19 To: 02-Dec-19

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15290	11/19/2019	1103	Lechmanik, Inc.	\$16,131.80	O
15291	11/19/2019	406110	James Hennessey	\$268.57	O
15292	11/19/2019	406109	Jennifer Lee Birk	\$62.39	O
15293	11/19/2019	406111	Patricia Cavanaugh	\$66.58	O
15294	11/19/2019	406108	Richard C. Rodgers, Sr	\$72.91	O
15295	11/20/2019	6958	Capital One Bank	\$91,787.74	O
15296	11/20/2019	178	CCATO (CC Assoc of Townsh	\$325.00	O
15297	11/20/2019	406112	Clark Brothers Nursery	\$5,556.00	O
15298	11/22/2019	7254	Duvall Bus Services	\$400.00	O
15299	11/25/2019	222	Brandywine Valley SPCA	\$360.57	O
15300	11/25/2019	6171	C.V.D.A	\$187.00	O
15301	11/25/2019	6171	C.V.D.A	\$1,089.00	O
15302	11/25/2019	6038	Cedarville Engineering Group	\$10,577.46	O
15303	11/25/2019	1206	Freedom Systems Corporation	\$945.00	O
15304	11/25/2019	7140	HAJOCA CORPORATION	\$345.29	O
15305	11/25/2019	405664	James Brookover	\$176.69	O
15306	11/25/2019	405820	John D. Snook	\$2,185.00	O
15307	11/25/2019	406052	Pennoni	\$2,800.00	O
15308	11/25/2019	314	Proforma Print Marketing	\$77.04	O
15309	11/25/2019	153	Rothwell Document Solutions	\$662.98	O
15310	11/25/2019	23	Treasurer of Chester County	\$2,502.06	O
15311	11/29/2019	46	JoAnne Grube	\$500.00	O
15312	11/29/2019	792	PA Twps Health Ins Coop Tru	\$4,203.96	O
15313	11/29/2019	1041	Fulton Financial Advisors	\$1,309,701.80	O
15314	11/27/2019	58	East Goshen Township	\$968.66	O
15315	11/27/2019	31	Gawthrop Greenwood, Attorn	\$20,658.43	O
15316	11/27/2019	7196	GreatAmerica Financial Svcs	\$46.00	O
15317	11/27/2019	1061	McCormick Taylor	\$21,879.26	O
15318	11/27/2019	7	Westtown-East Goshen PD	\$214,864.49	O
Bank Total:				\$1,709,401.68	
Bank Account: 8 WASTEWATER FUND					
3413	11/26/2019	936	Deckman Motor & Pump, Inc.	\$5,975.00	O
3414	11/26/2019	357	W. G. Malden	\$1,356.90	O
3415	11/26/2019	61	West Goshen Township (WW	\$52,147.01	O
Bank Total:				\$59,478.91	
Bank Account: 18 CAPITAL PROJECTS FUND					
1190	11/19/2019	406064	R.C. Legnini Company, Inc.	\$107,820.00	O
1191	11/19/2019	406034	Road-Con, Inc.	\$246,922.03	O
1192	11/26/2019	6468	Carroll Engineering Corp	\$16,853.25	O

Check Register**Westtown Township**

27-Nov-19

From: 19-Nov-19 To: 02-Dec-19

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
1193	11/26/2019	405926	Established Traffic Control	\$4,420.00	O
1194	11/26/2019	7234	Linn Architects	\$1,706.76	O
			Bank Total:	\$377,722.04	
			Total Of Checks:	\$2,146,602.63	
