

WESTTOWN TOWNSHIP

1039 Wilmington Pike
West Chester, PA 19382
610-692-1930
Email: administration@westtown.org

Post Office Box 79
Westtown, PA 19395
FAX 610-692-9651
www.westtownpa.org

AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, March 2, 2020 - 7:30 PM

Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order
- II. Approval of Board of Supervisors Meeting Minutes – February 18, 2020
- III. Departmental Reports
 - A. Public Works Director – Mark Gross
 - B. Historical Commission – Erica Reilly
 - C. Planning Commission – Kevin Flynn / Steve Rodia
 - D. Township Solicitor – Pat McKenna, Esq.
 - E. Manager’s Report - Rob Pingar
- IV. Public Comment (Non-Agenda Items)
- V. Old Business
 - A. Oakbourne Mansion Exterior Restoration, Payment App #5
- VI. New Business
 - A. Planning Commissioner Appointment
 - B. Oakbourne Park Field Use & Maintenance Agreement - West Chester United Soccer Club/Penn Fusion Soccer Academy
 - C. Oakbourne Park Field Use & Maintenance Agreement - East Side Little League
- VII. Announcements
 - A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – 6:00 PM, Wednesday March 25, 2020 at Rustin High School.
 - B. CRC Tree Planting – 9-11:30 AM, Saturday, March 28 at Okehocking Preserve
 - C. P&R Egg Hike – 10 AM to noon, Saturday, April 4 at Oakbourne Park
- VIII. Public Comment (All Topics)
- IX. Payment of Bills
- X. 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

Tuesday, February 18, 2020 at 7:30 PM

Present were: Chair Dick Pomerantz, Vice Chair Carol De Wolf, Police Commissioner Scott Yaw, Township Manager Robert Pingar, Police Chief Brenda Bernot, Parks & Recreation Commissioner Carrie Pizzillo-Stare, and Planning Commissioner Jack Embick. There were 7 guests.

I. Pledge of Allegiance & Call to Order

Mr. Pomerantz called the meeting to order at 7:33 PM, and asked Jack Embick to lead the Pledge of Allegiance.

Mr. Pomerantz asked if anyone was using a recording device. Mr. Abbas Rahbari (1613 Manley Road) stated that Mr. Pomerantz had no right or authority to ask that question.

II. Approval of Minutes (February 3, 2020)

Ms. De Wolf made a motion to approve the February 3, 2020 Board of Supervisors meeting minutes. Mr. Yaw seconded the motion. There were no comments, and the motion was unanimously approved.

III. Summary of Board of Supervisors Workshop (February 18, 2020)

Mr. Pomerantz stated that in their workshop session the Board discussed the following:

1. The draft lease agreements with East Side Little League and the West Chester United Soccer Club for the use of the Oakbourne Park athletic fields.
2. An amendment to the False Alarms Ordinance (2019-02) and the False Alarm Fee Schedule (Resolution 2020-04)
3. Appointments to several boards and commissions.

Mr. Pomerantz reported that the Board also held a brief Executive Session regarding a real estate matter and an emergency preparedness matter.

There were no other questions or comments.

IV. Departmental Reports

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

Chief Bernot stated that the WEGO website, Facebook page, and CRIMEWATCH are excellent resources for residents. She said they not only provide information about crime in the area, but also general information such as the new Purple Paint Law enacted to replace trespassing signs.

Chief Bernot encouraged residents to participate in their charitable giving drives. They are currently collecting infant items such as formula and diapers to be donated to victims of domestic violence and to women in rehabilitation centers.

Chief Bernot also reported that there was a home intrusion in the Pleasant Grove neighborhood this afternoon. The matter is being investigated. She encouraged residents to lock their doors when they are home.

Abbas Rahbari stated that his civil rights have been violated by the Westtown East Goshen (WEGO) Police, and stated that the department is corrupt. Chief Bernot stated that she supplied Mr. Rahbari with a department complaint form, and asked if he has completed and submitted the form. Mr. Rahbari indicated that he is reviewing the form, but is waiting for the responses to his multiple Right to Know requests before proceeding with a complaint. Chief Bernot stated that the

department will wait for Mr. Rahbari to submit a complaint if he chooses to do so, and the department will do a thorough investigation upon receipt if necessary.

There were no other questions or comments.

B. Parks & Recreation Commission (P&R) – Carrie Pizzillo-Stare

Ms. Pizzillo-Stare stated that at their February 11 meeting, the commission continued planning for their 2020 events, starting with the Egg Hike on April 4 from 10 to noon at Oakbourne Park. Kids will visit stations along the trails to collect eggs. The Children's Summer Series were slated for June 17, July 22, and August 19. The summer series will feature a magician, musical performers, and an environmental enrichment program at Tyson Park. The P&R Summer Movie Nights will be Fridays May 29, June 12, and July 17. The movies will be based on surveying residents on social media. A planning committee of P&R and the Historical Commissions members will be formed to work on Westtown Day, which will be on Sunday, October 4. P&R will wrap up 2020 with their annual Winter Festival on Sunday, December 6. The commission is also investigating hosting a Murder Mystery night at Oakbourne Mansion.

Ms. De Wolf suggested that the township have a table at Westtown Day this year.

Chief Bernot asked if a police special duty officer would be required for the Egg Hike. Mr. Pingar stated that the Egg Hike was new last year and attendance did not warrant the need for a special duty officer. Chief Bernot added that requests for special duty detail should be submitted thirty days prior to the event.

There were no other questions or comments.

C. Planning Commission (PC) – Jack Embick

Mr. Embick reported that at their PC meeting on February 5, Toll Brothers presented their alternative plan for Crebilly, and responded to the PC's recommendation letter regarding the original plan. No action was taken on the SALDO waivers proposed by Toll and no traffic issues were discussed. The PC plans to have three additional meetings on the alternative plan. The board's next conditional use hearing is scheduled for March 25.

At their next meeting on February 19, the PC will hear testimony from the township's consultants regarding the Toll Brothers/Crebilly Farm CU II Application. The township's traffic engineer and the PC's solicitor both met with PennDOT to discuss and review Toll Brothers' traffic impact study. Mr. Embick commented that he believes the township still needs to see a comprehensive environmental impact study for this proposed development.

Mr. Pomerantz asked which township consultants will be attending the PC meeting tomorrow. Mr. Embick replied that they include Albert Federico, John Snook, and others.

Mr. Yaw stated that concerns regarding the fiscal impact to the township's public sewer fund were raised with the previous application from Toll. He asked Mr. Embick to make sure Toll's financial expert revises his report to cover the financial impact, if the development is tied into public sewer.

Mr. Pomerantz congratulated Mr. Embick on being elected Vice-Chair of the PC. He asked Mr. Embick to confirm that the PC will complete their review of the second Crebilly Farm CU Application by March 25. Mr. Embick replied that they are on schedule to complete their recommendations on Toll Brothers' alternative plan proposal for Crebilly by that date.

Mr. Pingar stated that Toll has submitted a list of waivers, and that those waivers would be needed to implement their plan. Mr. Embick confirmed that understanding. Ms. De Wolf interjected, stating that the Board should not discuss the application outside the hearing process.

There were no other comments or questions.

D. Manager's Report – Rob Pingar

Mr. Pingar provided an update on the Sunoco pipeline work, stating that they have been driving the steel casing in the section between Westtown and East Goshen. The township received two noise complaints, so Mr. Pingar visited the site today and confirmed that the driving and associated noise should be completed by tomorrow morning. They expect this segment of the 20" pipeline will be pulled through and completed by the end of 2020. In the section between Westtown and Thornbury, about 40% of the drilling has been completed and the contractor expects to finish the 20" pull back by mid-year 2020.

Mr. Pingar reported that he and Mr. Pomerantz attended the annual meeting at Goshen Fire Company (GFC) for all municipalities served by GFC, at which GFC discussed the need for increased contributions from the municipalities in order to serve the community. They are looking to schedule a meeting with Mr. Pingar and Ms. Grube to further discuss their financial needs.

Mr. Pingar continued his report, stating that he and Mr. Ethridge met with a potential buyer for the 6.3 acre Wescho property along S. Concord Road. This property is zoned M-U which permits any use authorized in the R1, R2, R3, and C1 districts by right, and townhouses by conditional use. There is an opportunity for a local builder/developer to purchase the lot and develop it in accordance to our ordinances.

Mr. Pomerantz asked Mr. Pingar when he expects the pipeline work to be fully completed in Westtown. Mr. Pingar replied that based on his previous conversations he would guess that they would finish work in Westtown by early 2021. Mr. Pomerantz asked when the noise affecting Westtown residents will stop. Mr. Pingar replied that it should stop by tomorrow once with the casing driving is completed.

Ms. De Wolf asked if there is any cleanup needed at the Wescho property due to its previous use in manufacturing. Mr. Pingar replied that he does not know, but they buyer should be doing their due diligence. Ms. De Wolf also commented that the residents near the Quaker Ice Rink may have been affected by the increase in pipeline noise as well.

Abbas Rahbari asked Mr. Pingar why the load occupancy limit was not posted in the meeting room. Mr. Rahbari stated he is a certified home inspector and listed his many qualifications, and suggested the township post the occupancy limits to comply with their own regulations. Mr. Pingar agreed that this is an excellent idea and agreed to look into it. Mr. Rahbari also commented that he noticed several other safety issues on the township and police property and expressed his concern for the officers' welfare.

There were no other comments or questions.

V. Public Comment (Non Agenda Items)

Janice York (1149 Westtown Road) asked if the Board made a decision during their Executive Session discussion of Westtown School's Conditional Use application. Mr. Yaw stated that the matter was discussed, but that the Board is still considering the language of the proposed ordinance. Ms. York asked if there was a timeline for these discussions. Mr. Yaw replied that there is not. Mr. Pingar clarified that, typically, a conditional use application involving an existing ordinance does have a timeline; however, because the ordinance amendment Westtown School is seeking has not been adopted, there is no timeline for the board to make a decision on the conditional use application.

Tom Foster (734 Westbourne Road) asked Mr. Yaw if there was any litigation involved with the Westtown School CU application other than the CU proceedings. Mr. Foster commented that if there is no litigation these discussions should be held publicly and not in executive session, per the Sunshine Act. Mr. Yaw stated that the Sunshine Act allows for Executive Session discussions for legal advice as well as litigation. Mr. Foster disagreed with Mr. Yaw and stated that he would follow up on this matter.

Abbas Rahbari continued to express safety concerns with the municipal complex including the tarp on the police roof. He said that moisture can lead to mold issues. He also cited issues with the sidewalks, ADA issues, signage, and asphalt at the police facility.

Bob York (1149 Westtown Road) asked Mr. Pingar why there has been nothing in the township newsletter regarding the Westtown School Conditional Use application. Mr. Pingar stated he would try to have something included in the spring issue. Mr. York stated that residents should know about what is going on. Ms. De Wolf replied that the Board does not have anything to share on the matter at this time. Mr. Pomerantz added that the Board has delayed somewhat on this issue to allow him time to educate himself the application's history and status. Mr. Pomerantz added that township communication could be improved.

There was no other public comment.

VI. Old Business

A. Vacancy Board Appointment

Ms. De Wolf made a motion to appoint Joe Stratton to the Vacancy Board for a one-year term ending December 31, 2020. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

B. Zoning Hearing Board Appointment

Ms. De Wolf made a motion to appoint Laura Scanlon to the Zoning Hearing Board for a three-year term ending December 31, 2022. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

C. Zoning Hearing Board Appointment

Ms. De Wolf made a motion to appoint David Scaggs to the Zoning Hearing Board for a four-year term ending December 31, 2023. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

D. Historical Commission Appointment

Ms. De Wolf made a motion to appoint Robert Kodosky to the Historical Commission for a three-year term ending December 31, 2022. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

E. Ordinance 2020-01, Repeal of Ordinance 2019-05 (Zoning Ordinance, Amendments to Flexible Development Procedure & A/C Zoning District) – Authorize Advertisement

Mr. Pomerantz explained that Ordinance 2019-05 was adopted by the Board of Supervisors on August 19, 2019 to amend Chapter 170 of the Code of Westtown, Articles II, V, IX, XV and XX. These ordinance amendments were intended to produce new residential developments that more closely align with the ordinances' goals and intents, including yielding public open spaces of greater community benefit and value. Subsequent to the adoption, it was discovered that Exhibit "A" referenced in Ordinance 2019-05 was not attached when the ordinance was advertised for adoption. Ms. De Wolf made a motion to authorize advertisement of Ordinance 2020-01 to repeal Ordinance 2019-05. Mr. Yaw seconded the motion.

Janice York asked where she could view Ordinance 2019-05. Mr. Pingar explained that this ordinance was never uploaded on the township website to the electronic code (E-Code), which is a third party software, because the oversight was discovered and the Board recognized the need to repeal it to correct the oversight. He stated that the 2019-05 Ordinance addressed improvements to the township's flexible development requirements. Mr. Pingar assured Mrs. York that he would provide her with a copy of the ordinance.

There was no other comment and the motion was unanimously approved.

F. Ordinance 2020-02, False Alarm Systems Ordinance Amendment - Adoption

Mr. Pomerantz explained that this is an ordinance amendment to modify the Code of Westtown, Chapter 45 - Alarm Systems. This amendment will create two tiers of alarms: False Alarms (non-fire) and False Fire Alarms. The purpose of this ordinance amendment is to create two tiers of false alarm fees as well as to update the fee schedule. This amendment also adds an improved definition of the rolling twelve-month period during which false alarm fees are assessed. Once this amendment is adopted, it will be followed by a companion resolution that will add the new fee structure to the annual township fee schedule, separating it from the ordinance to make it easier to make future fee adjustments, if any.

Ms. De Wolf made a motion to adopt Ordinance 2020-02, modifying the Code of Westtown, Chapter 45 - Alarm Systems. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

G. Ordinance 2020-03, Signs – Authorize Advertisement

Mr. Pomerantz stated that this is an ordinance amendment to modify the Code of Westtown, Chapter 170, Article XVIII - Signs. This ordinance amendment is a comprehensive update of Article XVIII in consideration of the US Supreme Court “Reed” case, to ensure that sign regulations are content-neutral, updating regulations governing billboards, and making allowances for LED signage. This motion was previously considered by the Board on 9/16/19; however, a property owner objected to certain provisions and the motion was tabled. Thereafter, minor changes were made to the ordinance wording. That property owner is now satisfied that the ordinance amendments will not adversely impact that property.

Ms. De Wolf made a motion to authorize advertisement of Ordinance 2020-03. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

H. Resolution 2020-04, False Alarm Fee Schedule

Mr. Pomerantz stated that this resolution will add the new fee structure created in Ordinance 2019-02 to the annual fee schedule, separating it from the ordinance to make it easier to make future adjustments.

Ms. De Wolf made a motion to approve Resolution 2020-04 adding the False Alarm Fee Schedule to the 2020 Township Fee Schedule and to all future annual fee schedules, pursuant to Ordinance 2020-02. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

VII. New Business

There was none.

VIII. Announcements

Mr. Pomerantz made the following announcements:

- A. CRC Science on Tap** – Jim Shanahan, director of Brandywine Shad 2020, will speak about his group’s efforts to remove dams on the Brandywine River and restore the American Shad. 7:00 PM Thursday, February 20 at WaR3house3 in Swarthmore.
- B. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3** – 6:00 PM, Wednesday March 25, 2020 at Rustin High School.

IX. Public Comment on All Topics

Abbas Rahbari provided a copy of what he felt was the proper language to satisfy state and federal wire-tapping laws for the Board to use at the beginning of the meeting. Mr. Pomerantz accepted his submission for review by the Board.

There was no additional public comment.

X. Payment of Bills

Ms. De Wolf made a motion to approve General Fund bills in the amount of \$33,411.85, Wastewater Fund bills in the amount of \$18,558.89, and Capital Projects Fund bills in the amount of \$9,586.82, for a grand total of \$61,557.56. Mr. Yaw seconded the motion. There were no questions or comments and the check registers were unanimously approved.

XI. Adjournment

Ms. De Wolf made a motion to adjourn the meeting, seconded by Mr. Yaw. The meeting adjourned at 8:38 PM.

Respectfully submitted,

Robert Pingar
Township Manager

DRAFT

**WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT FOR FEBRUARY 2020**

ROADS

- ◆ Cleaned and cleared brush and debris from multiple MS4 discharges in Pleasant Grove.
- ◆ Three employees attended a MS4 stormwater class on proper outfall inspection techniques.
- ◆ Two employees became certified in PennDOT work zone flagging operations.
- ◆ Afterhours response for a knocked down stop sign on Johnny's Way.
- ◆ Afterhours response for a gas leak on Jacqueline Drive.
- ◆ Cleaned accumulated debris surrounding the outfall structure of the Blenheim Road pond in Pleasant Grove.
- ◆ Filled potholes throughout the township as necessary.
- ◆ Straightened and replaced faded and damaged street signs.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Cleared trees and vegetation from the WEGO stormwater retention basin in preparation for MS4 reconfiguration.
- ◆ Repaired a failed ballast in a hanging pendant light in the assembly hall and cleaned the other overhead fixtures.
- ◆ Cleared two overhead hazard trees along the cope tract walking trail.
- ◆ Checked operation and fluid levels on all standby generators.

OAKBOURNE PARK AND MANSION HOUSE

1. Connected and converted the propane emergency generator at the mansion to the building's natural gas distribution line.
2. Continued project management of the Mansion and Carriage House exterior renovations.
3. Trash, recyclables, and restroom cleaning and maintenance.

PARKS AND OPEN SPACE

1. Removed many downed sticks in Tyson Park.
2. Inspected all playground structures for safety hazards.
3. Inspected stormwater retention basins for proper operation.

WASTEWATER

- ◆ Reinstalled a rebuilt pump controller at PGPS and removed the temporary emergency diesel bypass pump.
- ◆ Located and replaced a missing manhole cover along the railroad tracks.
- ◆ Cleared accumulated debris and brush over the sanitary sewer easement on the Gaudenzia property.
- ◆ Four employees attended a continuing education class for license credits.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-16 – State inspected, oil and filter changed.
- ◆ 67-25 – Reprogrammed computer for proper PTO operation.
- ◆ 67-14 – Replaced all the wheel lug nuts.
- ◆ Removed the blades from the tree chipper for sharpening by others.

FUTURE PROJECTS

- ◆ Complete the Phase 1 Mansion exterior renovation project in April.
- ◆ Begin Phase 2 Oakbourne building exterior renovation scope of work and compile bid documents. - Planned project completion by 9/4/2020
- ◆ Submit road list for annual road maintenance bid preparation and PennDOT approval.
- ◆ Plan park projects.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall
1039 Wilmington Pike, Westtown Township
Wednesday, February 19, 2020 – 7:30PM

Present

Commissioners – Planning Commission (PC) member, Steve Rodia, was absent, all others were present. Also, present were Gregg Adelman, Toll Bros. solicitor, Nicole Kline, Toll Bros. Traffic Consultant, Al Federico, Township Traffic Consultant, Kristin Camp, PC solicitor, John Snook, Township Planning Consultant, Mark Gross, Director of Public Works and Planning Director Will Ethridge.

Call to Order and Pledge of Allegiance

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

Adoption of Agenda (JL/JE) 5-0

No changes were made.

Approval of Minutes (JE/JL) 5-0

The Planning Commission Meeting minutes of 02/05/2020 were approved.

Announcements

- The ZHB application for a setback variance for an accessory structure is scheduled for March 4, 2020 PC meeting.
- There is another pending application for the ZHB.

Public Comment – Non Agenda Items

- Kevin Flynn expressed his gratitude to those in attendance participating in the review process of the Toll CU application.

New Business

None

Old Business

1. 2019-01 Toll Brothers-Crebilly Farm II CU Application

Gregg Adelman, Toll Bros. solicitor, summarized that Toll had received several comments from the Township's consultants in relevance to a new concept plan. The Alternative plan depicted pedestrian connectivity, equestrian routes, and snow deposit locations that were requested by the PC, and the minutes from the meeting with the Township's Public Works Director, Mark Gross. He also noted that Toll had attended a meeting with PennDOT and the Township to discuss the proposed road improvements.

Mr. Adelman referred to an updated trail plan, which depicted sidewalks along one side of the roadway, the meandering trail along the collector road and throughout the Brandywine Battlefield Swath area, the pedestrian connection to the corner of Routes 202 and 926, equestrian crossings, connection to the Arborview crosswalk on W Pleasant Grove Rd and other pedestrian connectivity features. He confirmed trail crossings were not proposed at Route 926 due to various reasons and some of the paths would be unpaved. Main concerns raised by the PC were:

- Ownership and maintenance of proposed trails. Mr. Adelman noted that the Township would generally own and maintain those; however, it could be an HOA's responsibility and a part of its annual budget.
- Additional parking for trails near the corner of W. Pleasant Grove Rd and S. New St.
- Mr. Embick asked what other disruption is planned for the green area depicted on the map other than traffic. Mr. Adelman responded that stormwater basins would be placed in that area.
- Mr. Embick commented that he would like the PC to recommend that an impact study be conducted to determine what effect, if any, the proposed development would have on the constitutionally protected air, water, scenic, historical, natural, and aesthetic value of the land.

Mr. Adelman summarized the meeting with public works, including a concern regarding cul-de-sac roadways and designated snow disposal areas. He believed that during the land development process the placement of the proposed housing units could be reconfigured to allow for a direct snow disposal at the end of the cul-de-sac. Other discussion items included 90-degree bends provided they were stop controlled, parking only on one side of the road and all the roads be snow emergency routes, which Toll was agreeable to.

Public Questions:

Q1: In case of an emergency where you have to remove your car from the road, what is the length of the driveway, especially in the sections where the houses are smaller? Are there any additional parking spaces?

Mr. Adelman: Every home in the community will have a minimum of four spaces: two in the garage, two in the driveway. Two cars could be parked side by side, or the length of the driveway is long enough to accommodate two cars front to back. An additional overflow parking could be used at the two clubhouses, and a proposed parking area in the northeastern portion of the property, just south of the Westminster Presbyterian Church.

Q2: And how are you going to keep the people coming from Rt. 926 cut through the collector road to avoid Route 202?

Mr. Adelman: The Township is encouraging that traffic movement right through the collector road.

Mr. Adelman provided a brief summary of the meeting with PennDOT:

- Improvements to Rt. 202/926 intersection are scheduled for 2021-2022 by PennDOT.
- PennDOT is insistent on the location of the collector road at intersection with Rt. 926 as depicted on the proposed plan. They will not approve any other location.
- Thornbury Township will not permit through traffic from the collector road to Bridlewood Blvd.
- PennDOT is insistent on having two left-turn lanes going east and west along Rt. 926 at the intersection with New St. Additional right-of-way is needed on Thornbury Township side. Toll will submit the design plan for review.
- PennDOT did not request or require any left turn lanes going north/south on New St.
- Signal timing and optimization between the intersections along Rt. 926
- Potential traffic calming measures along W Pleasant Grove Rd.
- PennDOT expressed concerns about turn lanes between Orvis Wy. and the collector road accessing the Crebilly property. Further discussion on that approach.
- Easement area for the church to connect to the collector road.

Public Questions:

Q1: Do you have any idea how much right-of-away you would need from the southbound side of Thornbury Township in order to put those turn lanes in? In addition, is there any statute that says how long a left turn lane has to be minimum?

Mr. Adelman: PennDOT and the Township have to review and approve the design to determine the impact. The length of lanes is based on PennDOT regulations and calculations.

Q2: Where the Pleasant Grove Rd really narrows at Hidden Pond subdivision, how many trees would you anticipate having to take down to widen that to make it safe?

Mr. Adelman: We are only widening along our frontage and to the extent, there are trees that are interfering with that, they would have to be removed.

Q3: How can we mitigate the traffic impact on Rt. 926?

Mrs. Kline: That is why PennDOT is so adamant at having dedicated left-turn lanes along Rt. 926 to mitigate the existing condition.

Q4: I hear the traffic report was done; however, is there a process where the Township engineer appealing certain parts of it?

Mr. Federico: The process is the report is submitted, reviewed, and revised until the parties come to an agreement.

Mr. Snook provided a summary of his concerns previously presented to the PC about open space and scenic resources, trails and historic resources:

- Recommendation that the proposed loops on the western side of the tract to be connected to create a true perimeter connection. He suggested that Toll offer to the Township the right-of-way and let the Township conduct the permitting process to complete those links.
- Recommendation for major pedestrian routes, all along the connector road and wherever possible to complete the loop, to be paved.
- Adaptive reuse of Westtown Inn, its relocation and accessibility.
- Potential preservation of the scale house.
- Preservation of Manor House building is critical to the National register eligibility of the Crebilly Farm property.
- Archaeological survey is recommended

Mr. Adelman confirmed that Toll was still obligated as part of the CU hearing testimony to prove that the plan that was currently pending before the BOS complies with the objective and applicable ordinance requirements. He noted that it was up to the BOS to make their determination whether they agreed or did not agree or if conditions would be imposed.

The PC decided to table the discussion regarding the waiver requests until the next meeting.

Public Comment

Reports

Mr. Embick summarized his observations of the BOS meeting for 02/18/20.

Adjournment (WE/KF) 5-0

Meeting was adjourned at 8:05 pm.

Next PC Meeting:

March 4, 2020, 7:30 pm – Township Bldg

PC Representative at next Board of Supervisors Meeting:

March 2, 2020 – Kevin Flynn/Steve Rodia

Respectfully submitted,

William Ethridge,

Planning Commission Secretary

DRAFT

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

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

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

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

VIA ARCHITECT:
Linn Architects
1140 N. Providence Road
Media, PA 19063

APPLICATION NO: 5

PERIOD TO: February 29, 2020

PROJECT NOS:

CONTRACT DATE: August 7, 2019

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACT FOR General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

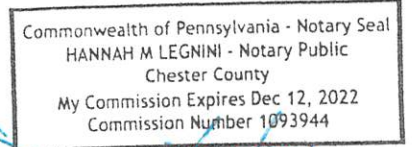
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$	<u>352,736.07</u>
2 NET CHANGES by Change Orders	\$	<u>19,434.83</u>
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>372,170.90</u>
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>356,148.38</u>
5 RETAINAGE:		
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$	<u>5,000.00</u>
b. <u> </u> % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>5,000.00</u>
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>351,148.38</u>
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>315,916.48</u>
8 CURRENT PAYMENT DUE	\$	<u>35,231.91</u>
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>21,022.52</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$21,665.83	\$0.00
Total approved this Month	\$0.00	\$2,231.00
TOTALS	\$21,665.83	\$2,231.00
NET CHANGES by Change Order	\$19,434.83	

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

CONTRACTOR: R.C. Legnini Company, Inc.



By: [Signature] Date: 2/24/20

Mitch Handman, President

State of: PENNSYLVANIA County of: CHESTER

Subscribed and sworn to before me this 20th day of February, 2020

Notary Public: [Signature]

My Commission expires: [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 35,231.91

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

ARCHITECT: [Signature]

By: [Signature] Date: 02-25-2020

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

Partial Release of Liens and Claims

State: Pennsylvania

County: Chester

Project: Oakbourne Mansion
Exterior Repair

Owner: Westtown Township

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

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

Date: February 20, 2020

Payment Amount: Thirty-Five Thousand Two Hundred Thirty-One Dollars and 91/100
(\$35,231.91)

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

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



Owner/Officer Signature
President

Title
for R.C. Legnini Company, Inc.

State of: Pennsylvania

County of: Chester

On this 20th day of February, 2020, before me, a Notary Public for the State of Pennsylvania, the undersigned Officer, personally appeared Mitch Handman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and seal.


Notary Public
My commission expires:

Seal:

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

FIELD USE AND MAINTENANCE AGREEMENT

This **FIELD USE AND MAINTENANCE AGREEMENT** (“Agreement”) is made as of _____, 2020, by and between **Westtown Township**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (“Township”) and **West Chester United Soccer Club/Penn Fusion Soccer Academy**, a Pennsylvania non-profit organization (“WCUSC”).

Background

Westtown Township owns a parcel of ground located at the northwest intersection of South Concord Road and East Pleasant Grove Road and more particularly identified as Tax Map Parcel 67-4-47 (the “Property”). The Property is developed as a municipal park known as Oakbourne Park Athletic Fields, and is improved with a multi-purpose field as identified in Exhibit A outlined in orange and attached hereto and incorporated herein by reference (the “Field”); and

WHEREAS, pursuant to the Contract dated January 12, 2014, the Township agreed to allow WCUSC to use the Field on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2014 Agreement expired on December 31, 2019; and

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Township is willing to allow the WCUSC to continue to use the Field.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings of the Township and WCUSC as are hereinafter set forth, the parties hereto intending to be legally bound hereby agree as follows:

I. Recitals

The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

II. Description of Field

Unfenced, multi-purpose 4.25-acre field currently used for soccer, as designated in Exhibit A, outlined in orange.

III. Use of Field

WCUSC shall have the non-exclusive right to use the Field between March 15 and November 15 of each year during the term of this Agreement for the sole purpose of conducting soccer games and practices, provided that WCUSC abides by the following rules and regulations:

- a) WCUSC shall submit a preliminary season schedule not later than March 15 each year of the term of this Agreement (“Season Schedule”) for approval by the Township. Additionally, WCUSC shall submit to the Township a master schedule for field use (“Master Schedule”) as soon as said schedule has been completed by WCUSC, but in no event later than May 1 each year of the term of this Agreement.
- b) WCUSC shall submit an annual report to the Township by September 30th of each year listing the number of participants and the municipality in which the participants reside.
- c) WCUSC shall be permitted to use the Field: Monday through Friday between 4:00 p.m. and dusk; and Saturdays and Sundays between 9:00 a.m. and dusk.
- d) WCUSC shall have priority rights, based upon the Season Schedule subject to modification by the Master Schedule, to use the Field for its games and practices scheduled between March 15 and November 15 of each year during the term of this Agreement.
- e) After consultation with and approval by the Township, other entities or organizations may use the Field at any time during the term of this Agreement when WCUSC’s games and/or practices are not scheduled for the Field. The Township shall attempt to coordinate activities among users of the Property and the area immediately around the Property, and shall make a good faith effort to provide that WCUSC’s games and practice schedule will not be disrupted by other users.
- f) WCUSC shall not be permitted to sublet the Field.

IV. Conditions of Use

WCUSC agrees to maintain the following conditions at the site of the Field:

- a) There shall be open access to the Field.
- b) Benches for players and spectator seating may be provided by WCUSC, subject to the Township’s approval.
- c) Parking shall be only in specified Township parking areas within the Oakbourne Park Athletic Field complex. **There shall be no parking on Township roads or Gaudenzia property.**
- d) WCUSC may provide storage to house field maintenance equipment, subject to the Township’s approval.
- e) WCUSC shall not use sound amplification equipment or site lighting.

V. Field Maintenance

WCUSC, at its sole cost and expense, shall maintain the Field as follows:

- a) WCUSC shall maintain the Field and associated soccer equipment, including goals, nets, weight bags, corner flags, and storage box, and split rail fencing along South Concord Road, and grass banks in a good, safe, and presentable condition.
- b) WCUSC shall mow, seed, fertilize, lime, and provide any other field maintenance deemed necessary by the Township between March 15 and November 15 of each year

during the term of this Agreement. In addition to the maintenance of the Field, WCUSC shall be responsible for the mowing and maintenance of the area surrounding the Field and the fencing along South Concord Road. This area is as designated in Exhibit A (maintenance area is encircled in orange). **Mowing must be performed weekly during the growing season (April 15 – October 31).**

- c) Subject to the provisions of paragraph V(g) hereof, the Township acknowledges and agrees that storage, goals, nets, weight bags, corner flags, fencing along South Concord Road, and other such improvements as may be made in the future by WCUSC shall not be considered fixtures on the land and shall remain the property of WCUSC.
- d) WCUSC shall provide trash and recycling containers for the Field and shall pick up litter and other debris after each activity, and dispose in Township provided dumpster in the parking lot.
- e) WCUSC shall abide by the rules and regulations relating to park use promulgated by the Township Board of Supervisors.
- f) All materials and improvements which may be provided by WCUSC are subject to Township approval.
- g) If WCUSC abandons the Field during or at the end of the term of this Agreement, WCUSC hereby offers to dedicate to the Township all physical equipment associated with the Field.
- h) WCUSC shall have no right to construct structures, buildings, or other improvements on the Township's land without the Township's prior written approval. The Township shall have no liability for any costs or expenses in connection with the construction of improvements by WCUSC at the site of the Field.
- i) In the event WCUSC fails to adequately maintain the premises, keep the premises clean and orderly, or otherwise fails to maintain the premises in a condition required by the Township, the Township has the right to correct any deficiency. If the Township incurs any damages in doing so, WCUSC shall promptly pay said damages to Township and reimburse Township for all costs incurred.

VI. Term of Agreement

This Agreement shall be for a period of four years and ten months commencing on March 2, 2020 and ending on December 31, 2024, unless terminated at an earlier date for WCUSC's non-compliance with the terms of this Agreement.

VII. Fee

WCUSC will pay a usage fee of fifteen thousand dollars (\$15,000.00) to the Township for the Agreement period. The Fee shall be paid in five (5) equal installments of three thousand dollars (\$3,000.00) per year due by March 15, 2020 and the same date thereafter for the term of this Agreement.

VIII. Insurance and Indemnity

- a) Property and Personal Injury Liability Insurance.** At all times during the term of this Agreement, WCUSC shall maintain, at its sole cost, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, and property damages arising from the use, occupancy, disuse, or condition of the subject land and improvements and adjoining areas. The insurance shall be carried by an insurance company or companies authorized to transact business in Pennsylvania, selected by WCUSC and approved by Township. In addition, the following conditions shall be met:
- i.** The insurance provided pursuant to this Paragraph **VIII(a)** shall be: in an amount not less than One Million Dollars (\$1,000,000) for property damage; in an amount not less than One Million Dollars (\$1,000,000) for one person for bodily injury; and in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate for one accident for personal injury.
 - ii.** The insurance shall be maintained for the mutual benefit of Township and WCUSC and any successors and assigns of this Agreement. The insurance policy or policies shall name both Township and WCUSC as insured.
 - iii.** The amounts of the insurance shall be increased as Township may reasonably require from time to time to account for inflation or generally increased insurance settlements or jury verdicts.
- b) Workers' Compensation Insurance.** To the extent that WCUSC has any employees or relationships with any other parties for whom or which WCUSC is required under applicable law to provide workers' compensation benefits, WCUSC shall obtain, and shall maintain in force during the term of this Agreement, Workers' Compensation insurance in the statutory minimum levels allowed in the Commonwealth of Pennsylvania.
- c) Certificates of Insurance.** Concurrently with the execution of the Agreement, WCUSC shall furnish Township with certificates of all insurance required by this section. WCUSC agrees that if it does not keep this insurance in full force and effect during the entire term of the Agreement, Township shall notify WCUSC of this failure and, if WCUSC does not deliver to Township certificates showing all of the required insurance to be in full force and effect within forty-five (45) days after said notice, Township may terminate the Agreement in accordance with Section **X** hereof.
- d) Indemnification of Township.** Township shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the subject land or improvements or caused by any defect in any building, structure, equipment, facility, or other improvement on the subject land, or caused by or arising from any act or omission of WCUSC, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident, fire, or other casualty on the land or occasioned by the failure of WCUSC to maintain the premises in safe condition.

WCUSC waives all claims and demands on its behalf against Township for any loss, damage, or injury and agrees to indemnify and hold Township entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons relating to WCUSC's games and practices or to any other activities of WCUSC on the subject land, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury caused other than by the negligent or intentional act or omission of Township.

IX. Notices

Any notice, payment, or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered by overnight courier prepaid by the sender or mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the address set forth below or such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal, or inability to deliver shall be deemed to be the date notice was given. This Section of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

If to the Township:
Westtown Township
P.O. Box 79
Westtown, PA 19382

If to the Club:
West Chester United Soccer Club
901 S. Bolmar Street, Suite P
West Chester, PA 19382

X. Termination

In the event that WCUSC violates any provision of this Agreement, the Township may terminate the Agreement if, after forty-five (45) days' written notice to WCUSC of such violation, WCUSC has not corrected said violation. In the event of any breach, the Township reserves the right to declare WCUSC in default and immediately terminate this Agreement and all of WCUSC's privileges forthwith. In that event, WCUSC shall have no further right to go on the premises or otherwise use the premises, except as may be specifically authorized by the Township; however, such termination shall not relieve WCUSC of any of its responsibilities hereunder.

XI. Laws and Governmental Regulations

WCUSC shall promptly comply with all laws and ordinances and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("legal requirements") throughout the term of this Agreement, and without cost to Township. WCUSC shall

promptly comply with these legal requirements whether they are foreseen or unforeseen or ordinary or extraordinary.

XII. Invalidity

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions thereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XIII. Authority

WCUSC represents and warrants to the Township that WCUSC has taken all necessary steps to authorize WCUSC's entry into this Agreement. The individual executing this Agreement on behalf of WCUSC represents and warrants to the Township that such individual is authorized to do so, and to thereby bind WCUSC to the terms and conditions hereof.

WCUSC shall provide Township with a list of all WCUSC Executive Director and Board members, including names, email addresses, and telephone numbers. All resignations, vacancies, and replacements shall be immediately communicated to Township.

XIV. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

XV. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and no modification, amendment, change, or discharge of any term or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by the parties hereto.

XVI. Prior Agreements

This Agreement supersedes all prior agreements and representations whether oral or in writing by and between the parties hereto with respect to the subject matter hereof.

XVII. Governing Law

The parties hereto agree that it is their intention and covenant that this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

XVIII. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

BY: _____
Richard Pomerantz

ATTEST:

BY: _____
Carol De Wolf

Robert Pingar, Township Manager

BY: _____
Scott Yaw

ATTEST:

WEST CHESTER UNITED SOCCER CLUB

BY: _____
Daniel Kennedy, President



EXHIBIT A

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BASEBALL FIELD USE AND MAINTENANCE AGREEMENT

This **BASEBALL FIELD USE AND MAINTENANCE AGREEMENT** (“Agreement”) is made as of _____, 2020, by and between **Westtown Township**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (“Township”) and **East Side Little League of West Chester**, a Pennsylvania non-profit organization (“ESLL”).

Background

Westtown Township owns a parcel of ground located at the northwest intersection of South Concord Road and East Pleasant Grove Road and more particularly identified as Tax Map Parcel 67-4-47 (the “Property”). The Property is developed as a municipal park known as Oakbourne Park Athletic Fields, and is improved with two baseball fields and other baseball facilities as identified in Exhibit A attached hereto and incorporated herein by reference (collectively, the “Baseball Fields”); and

WHEREAS, pursuant to the Use and Maintenance Agreement dated November 25, 2009, the Township agreed to allow ESLL to use the Baseball Fields on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2009 Agreement expired at the conclusion of ESLL’s 2019 season; and

WHEREAS, on and subject to the terms and conditions set forth in this Agreement, the Township is willing to allow the ESLL to continue to use the Baseball Fields.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings of the Township and ESLL as are hereinafter set forth, the parties hereto intending to be legally bound hereby agree as follows:

I. Recitals

The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.

II. Description of Baseball Fields and Facilities

- a) Little League field (60’-70’ base path); improved with backstop, fencing, two ground level dugouts, wood bleachers, and storage chest.
- b) Major League size field (90’ base path); improved with backstop, fencing, two ground level dugouts, storage chest, and metal bleachers.
- c) Two batting cages.
- d) Storage shed.

The removable improvements and accessory structures described above are the property of East Side Little League.

III. Use of Baseball Fields

ESLL shall have the non-exclusive right to use the Baseball Fields between March 1 and October 31 of each year during the term of this Agreement for the sole purpose of conducting little league baseball games and practices, provided that ESLL abides by the following rules and regulations:

- a) ESLL shall submit a preliminary season schedule not later than February 15 each year of the term of this Agreement (“Season Schedule”) for approval by the Township. Additionally, ESLL shall submit to the Township a master schedule for field use (“Master Schedule”) as soon as said schedule has been completed by ESLL, but in no event later than May 1 each year of the term of this Agreement.
- b) ESLL shall submit an annual report to the Township by September 30th of each year listing the number of participants and the municipality in which the participants reside. The annual report will also list any outside organizations ESLL permits to use the Baseball Fields.
- c) ESLL shall be permitted to use the Baseball Fields: Monday through Friday between 4:00 p.m. and dusk; on Saturdays between 8:00 a.m. and dusk; and on Sundays between 10:00 a.m. and dusk.
- d) ESLL shall have priority rights, based upon the Season Schedule subject to modification by the Master Schedule, to use the Baseball Fields for its games and practices scheduled between March 1 and October 31 of each year during the term of this Agreement.
- e) After consultation with and approval by the Township, other entities or organizations may use the Baseball Fields at any time during the term of this Agreement when ESLL’s games and/or practices are not scheduled for the fields. The Township shall attempt to coordinate activities among users of the Property and the area immediately around the Property, and shall make a good faith effort to provide that ESLL’s games and practice schedule will not be disrupted by other users.
- f) Organizations other than ESLL will be permitted to use the Baseball Fields on the following conditions:
 - i. Use of the Baseball Fields by such other organizations shall not conflict with ESLL’s scheduled use of the Baseball Fields;
 - ii. Such other organizations shall be responsible for reimbursing ESLL for the costs incurred by ESLL in the maintenance of the Baseball Fields at the rate of \$100.00 per day, per field;
 - iii. Such other organizations must comply with all Township rules and regulations pertaining to Oakbourne Park including, without limitation, the insurance and indemnity provisions as are more fully set forth in Section **VIII** hereof;

- iv. Such other organizations shall name ESLL as an additional insured under the insurance policy or policies required by Section **VIII** hereof; and
- v. Such other organizations shall indemnify ESLL to the same extent that ESLL has indemnified the Township in Section **VIII(d)** hereof.

IV. Conditions of Use

ESLL agrees to maintain the following conditions at the site of the Baseball Fields:

- a) There shall be open access to the fields with no locked gates.
- b) Dugouts, benches for players, and spectator seating shall be provided by ESLL, subject to the Township's approval.
- c) Parking shall be only in specified Township parking areas within the Oakbourne Park Athletic Field complex. There shall be no parking on Township roads.
- d) Fences will be standard cyclone little league fencing to insure maximum safety for both the players and spectators, and shall be subject to Township approval.
- e) ESLL shall provide a storage shed to house a tractor and other field maintenance equipment, subject to the Township's approval.
- f) ESLL shall not use sound amplification equipment or site lighting.

V. Field Maintenance

ESLL, at its sole cost and expense, shall maintain the Baseball Fields as follows:

- a) ESLL shall maintain the Baseball Fields, storage shed, batting cages, backstops, field fencing, dugouts, and grass banks in a good, safe, and presentable condition.
- b) ESLL shall mow, seed, fertilize, lime, and provide any other field maintenance deemed necessary by the Township between March 1 and October 31 of each year during the term of this Agreement. In addition to the maintenance of the Baseball Fields, ESLL shall be responsible for the mowing and maintenance of the area surrounding the Baseball Fields and batting cages. This area is as designated in Exhibit A (maintenance area is encircled in red). **Mowing must be performed weekly during the growing season (April 15 – October 31).**
- c) Subject to the provisions of Section **V(g)** hereof, the Township acknowledges and agrees that the storage shed, batting cages, backstops, field fencing, dugouts, and other such improvements as may be made in the future by ESLL shall not be considered fixtures on the land and shall remain the property of ESLL.
- d) ESLL shall provide trash and recycling containers for the Baseball Fields and shall pick up litter and other debris after each activity, and dispose in Township provided dumpster in the parking lot.
- e) ESLL shall abide by the rules and regulations relating to park use promulgated by the Township Board of Supervisors.
- f) All materials and improvements which may be provided by ESLL are subject to Township approval.

- g) If ESLL abandons the Baseball Fields during or at the end of the term of this Agreement, ESLL hereby offers to dedicate to the Township all physical equipment associated with the Baseball Fields.
- h) ESLL shall have no right to construct structures, buildings, or other improvements on the Township's land without the Township's prior written approval. The Township shall have no liability for any costs or expenses in connection with the construction of improvements by ESLL at the site of the Baseball Fields.
- i) In the event ESLL fails to adequately maintain the premises, keep the premises clean and orderly, or otherwise fails to maintain the premises in a condition required by the Township, the Township has the right to correct any deficiency. If the Township incurs any damages in doing so, ESLL shall promptly pay said damages to Township and reimburse Township for all costs incurred.

VI. Term of Agreement

This Agreement shall be for a period of four years and ten months commencing on March 2, 2020 and ending on December 31, 2024, unless terminated at an earlier date for ESLL's non-compliance with the terms of this Agreement.

VII. Fee

ESLL will pay a usage fee of fifteen thousand dollars (\$15,000.00) to the Township for the Agreement period. The Fee shall be paid in five (5) equal installments of three thousand dollars (\$3,000.00) per year due by March 15, 2020 and the same date thereafter for the term of this Agreement.

VIII. Insurance and Indemnity

a) **Property and Personal Injury Liability Insurance.** At all times during the term of this Agreement, ESLL shall maintain, at its sole cost, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, and property damages arising from the use, occupancy, disuse, or condition of the subject land and improvements and adjoining areas. The insurance shall be carried by an insurance company or companies authorized to transact business in Pennsylvania, selected by ESLL and approved by Township. In addition, the following conditions shall be met:

- i. The insurance provided pursuant to this Paragraph **VIII(a)** shall be: in an amount not less than One Million Dollars (\$1,000,000) for property damage; in an amount not less than One Million Dollars (\$1,000,000) for one person for bodily injury; and in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate for one accident for personal injury.
- ii. The insurance shall be maintained for the mutual benefit of Township and ESLL and any successors and assigns of this Agreement. The insurance policy or policies shall name both Township and ESLL as insured.

notice was given. This Section of this Agreement shall survive the expiration of the Term or the earlier termination of this Agreement.

If to the Township:

Westtown Township
P.O. Box 79
Westtown, PA 19382

If to the League:

East Side Little League of West Chester
P.O. Box 2101
West Chester, PA 19380

X. Termination

In the event that ESLL violates any provision of this Agreement, the Township may terminate the Agreement if, after forty-five (45) days' written notice to ESLL of such violation, ESLL has not corrected said violation. In the event of any breach, the Township reserves the right to declare ESLL in default and immediately terminate this Agreement and all of ESLL's privileges forthwith. In that event, ESLL shall have no further right to go on the premises or otherwise use the premises, except as may be specifically authorized by the Township; however, such termination shall not relieve ESLL of any of its responsibilities hereunder.

XI. Laws and Governmental Regulations

ESLL shall promptly comply with all laws and ordinances and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("legal requirements") throughout the term of this Agreement, and without cost to Township. ESLL shall promptly comply with these legal requirements whether they are foreseen or unforeseen or ordinary or extraordinary.

XII. Invalidity

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions thereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

XIII. Authority

ESLL represents and warrants to the Township that ESLL has taken all necessary steps to authorize ESLL's entry into this Agreement. The individual executing this Agreement on behalf of ESLL represents and warrants to the Township that such individual is authorized to do so, and to thereby bind ESLL to the terms and conditions hereof. ESLL shall provide Township with a list of all Executive Board members, including names, email addresses, and telephone numbers. All resignations, vacancies, and replacements shall be immediately relayed to Township.

XIV. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective heirs, legal representatives, successors, and assigns.

XV. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and no modification, amendment, change, or discharge of any term or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by the parties hereto.

XVI. Prior Agreements

This Agreement supersedes all prior agreements and representations whether oral or in writing by and between the parties hereto with respect to the subject matter hereof.

XVII. Governing Law

The parties hereto agree that it is their intention and covenant that this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

XVIII. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS

BY: _____
Richard Pomerantz

ATTEST:

BY: _____
Carol De Wolf

Robert Pingar, Township Manager

BY: _____
Scott Yaw

ATTEST:

EAST SIDE LITTLE LEAGUE OF
WEST CHESTER

BY: _____
Matt Pusey, President



EXHIBIT A

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EGG HIKE AT OAKBOURNE PARK

SATURDAY, APRIL 4, 2020
10:00 a.m. to noon*

BYO basket, grab a map at the park pavilion, and hit the trails at Oakbourne Park to locate egg pick up stations. All ages are welcome. Keep your eyes peeled along the way for hidden golden eggs with special prizes!

Cancelled if raining.

**Hosted by the Westtown Township
Parks & Recreation Commission**

***or while eggs last.**



Check Register

Westtown Township

26-Feb-20

From: 19-Feb-20 To: 02-Mar-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15453	2/20/2020	1044	ASSOCIATED TRUCK PART	\$231.81	O
15454	2/20/2020	7178	Buckley Brion	\$2,494.00	O
15455	2/20/2020	6958	Capital One Bank	\$84,831.47	O
15456	2/20/2020	329	Chester County Consortium	\$250.00	O
15457	2/20/2020	7191	Code Inspections Inc	\$7,881.16	O
15458	2/20/2020	1082	ELEANOR J. SCHWANDT, R	\$1,035.50	O
15459	2/20/2020	1162	Fastenal Company	\$42.74	O
15460	2/20/2020	7196	GreatAmerica Financial Svcs	\$171.00	O
15461	2/20/2020	127	In-Fleet Truck Service	\$5,559.52	O
15462	2/20/2020	878	Intercon Truck Equipment	\$601.52	O
15463	2/20/2020	406215	Jennifer Jacobs	\$24.98	O
15464	2/20/2020	1061	McCormick Taylor	\$5,975.00	O
15465	2/20/2020	1157	Nationwide Testing Associatio	\$180.20	O
15466	2/20/2020	314	Proforma Print Marketing	\$249.35	O
15467	2/20/2020	5562	Robert E. Little, Inc.	\$551.96	O
15468	2/20/2020	860	TrueNet, Inc	\$120.00	O
15469	2/25/2020	31	Gawthrop Greenwood, Attorn	\$21,629.03	O
15470	2/25/2020	7196	GreatAmerica Financial Svcs	\$46.00	O
15471	2/25/2020	405420	H.A.R.I.E	\$3,580.00	O
15472	2/25/2020	405820	John D. Snook	\$805.00	O
15473	2/25/2020	406217	Ratoskey and Trainor, Inc	\$4,200.00	O
15474	2/25/2020	155	Rubinsteins	\$72.66	O
15475	2/25/2020	156	West Chester Borough	\$54,328.00	O
15476	2/25/2020	7	Westtown-East Goshen PD	\$281,286.53	O
Bank Total:				\$476,147.43	
Bank Account: 8 WASTEWATER FUND					
3448	2/24/2020	6468	Carroll Engineering Corp	\$1,041.00	O
3449	2/24/2020	5666	M&B Environmental, Inc.	\$3,277.43	O
3450	2/24/2020	967	USABlueBook	\$652.15	O
3451	2/24/2020	5715	Xylem Dewatering Solutions In	\$2,584.05	O
Bank Total:				\$7,554.63	
Bank Account: 18 CAPITAL PROJECTS FUND					
1209	2/24/2020	6468	Carroll Engineering Corp	\$16,480.09	O
Bank Total:				\$16,480.09	
Total Of Checks:				\$500,182.15	