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 (Virtual via Zoom) Tuesday, September 8, 2020 - 7:30 PM

- I. Call to Order & Pledge of Allegiance
- II. Approval of Board of Supervisors Meeting Minutes August 17, 2020
- III. Announce Board of Supervisors Executive Sessions
- IV. Departmental Reports
 - A. Public Works Director Mark Gross
 - **B. Historical Commission Dave Walter**
 - C. Planning Commission Jack Embick/Kevin Flynn
 - D. Township Solicitor Pat McKenna
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
 - A. Quakers' Ice Hockey Association Proposed Settlement Agreement
- VII. <u>New Business</u>
 - A. Ordinance 2020-04, Signs Authorize Act 247 Review
- VIII. Announcements
 - A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #4 Monday September 14, 2020 at 7:00 pm (virtual public meeting via Zoom platform)
 - B. Oakbourne Park Master Plan Public Input Meeting Tuesday September 15, 2020 at 7:00 PM (virtual public meeting via the Zoom platform)
 - C. Historical Commission Meeting Cancellation September 17, 2020
 - D. Zoning Hearing Board Alternate vacancy
 - IX. Public Comment (All Topics)
 - X. Payment of Bills
 - XI. Adjournment

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

(Virtual meeting via Zoom) Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown Monday, August 17, 2020 at 7:30 PM

Present virtually were: Chair Dick Pomerantz, Police Commissioner Scott Yaw, Township Manager Robert Pingar, and Chief of Police Brenda Bernot. Ten guests called in to participate in this virtual meeting.

I. <u>Pledge of Allegiance & Call to Order</u>

This meeting was held remotely due to the Coronavirus pandemic. Mr. Pingar provided the meeting instructions. Mr. Pomerantz called the meeting to order at 7:30 PM, and led the Pledge of Allegiance.

II. Approval of Minutes (August 3, 2020)

Mr. Yaw made a motion to approve the August 3, 2020 Board of Supervisors meeting minutes. Mr. Pomerantz seconded the motion. There was no public comment, and the motion was unanimously approved.

III. Board of Supervisors Executive Session – August 7, 2020

Mr. Pomerantz stated that the Board held Executive Session on August 7, 2020 to discuss litigation. Mr. Pomerantz added that the Board also held two Executive Sessions on August 17 regarding personnel.

IV. Departmental Reports

A. Westtown East Goshen Police – Chief Brenda Bernot

Chief Bernot reported that calls for service were lower in the month of July compared to last year, and lower overall year-to-date. She added that they responded to several unusual calls - drug manufacturing, road rage, a parking dispute, not mask wearing, repeated under-ringing for food – that she felt were indicative of the stress people are under due to the pandemic. Mr. Pomerantz stated that he received a spam email addressed to the Board requesting money from the township. Chief Bernot responded that scams are at an all-time high. She encouraged residents to call the police department if they have any doubt about an email or phone communication.

Jack Embick (189 Pheasant Run Road) asked what phone number residents should call if they want to report a scam. Chief Bernot said that residents can use the non-emergency dispatch number (610-692-5100) or 9-1-1. She said it was not necessary to call if you know the communication is a scam, only if you are uncertain.

There were no other questions or comments.

B. Township Manager – Rob Pingar

Mr. Pingar stated that staff fielded many calls and emails from residents as a result of the power outages caused by Tropical Storm Isaias in early August, and that he participated in two calls with representatives from PECO to stay abreast of the situation. Public Works was busy dealing with downed trees and traffic signal outages.

Mr. Pingar reported that staff participated in two meetings related to the Oakbourne Park Master Plan regarding the upcoming Community Virtual Input meeting on September 15. He said a postcard invitation to the meeting will be mailed to all township residents, and the meeting will be promoted on the township website, listserv, and Facebook page.

As announced at the last Board of Supervisors meeting, the Township was a co-winner of the Pennsylvania State Association of Township Supervisors (PSATS) and the PA Highway Information Association 2020 Bridge Safety Award for the Oakbourne Road Bridge Replacement Project. Mr. Pingar that the award was presented on August 12 in a brief ceremony held at the bridge.

Mr. Pingar stated that the 2020 Road Maintenance Project begins this week with concrete curb replacements. Milling and base repairs will start next week.

Finally, Mr. Pingar announced that the alternate member of the Zoning Hearing Board resigned. The township will be seeking to fill that vacancy.

There were no comments or questions.

V. Public Comment (Non-Agenda Items)

Mr. Pingar read a comment submitted via email. Eva Foster (734 Westbourne Road) asked the following questions regarding the concept plan for the Stokes property that Ms. De Wolf referenced in the *Westtown Gazette*:

- 1. Who is the builder that submitted the concept plan? *Mr. Pingar replied that the plan was not submitted by a builder. It was submitted on behalf of the property owner to determine the development potential for the property.*
- 2. How many houses is the builder requesting? The concept plan showed 81 lots.
- 3. What type of houses is the builder proposing? Single family.
- 4. Will any agricultural use remain? There was no reference to agricultural area, but it appeared that most of the property would be taken up by house lots and roads.
- 5. When will it be before the Planning Commission? It was just a concept plan, not a formal plan submission, so it will not go before the Planning Commission.
- 6. Is this plan for a cluster development? Yes.

There were no other comments.

VI. <u>Old Business</u>

None.

VII. <u>New Business</u>

A. Rustin Walk – Completion of Public Improvements

Mr. Pomerantz stated that Rustin Walk is a 50-lot residential subdivision development. Construction of the roads, sewers, stormwater management, and other improvements was initiated in mid-2016 by Flintlock Associates in association with Behrle Construction. The construction of house #50 was completed in October 2018. Since that time, Behrle has made some progress with completing the outstanding public improvements; however, Behrle has failed to complete them, and has neither given the township a completion schedule, nor given any indication they will ever be completed. Consequently, Westtown will initiate the process of enforcing the terms of the Development Agreement and Financial Security Agreement that will enable the township to contract for the work to be completed via public bid using Flintlock Associates' Financial Security with Wilmington Savings Fund Society, FSB. Of the original \$2,575,884.10 amount in the Financial Security, \$631,321.87 remains.

Mr. Yaw made a motion to authorize the Township Solicitor to enforce the terms of the Rustin Walk Development Agreement and the Financial Security Agreement for the failure of the developer, Flintlock Associates, LLC, to satisfactorily complete the subdivision improvements as required by those Agreements.

Mr. Yaw inquired if McCormick Taylor provided cost estimates for the items that need to be completed. Mr. Pingar replied that they have not, but that he has requested that they do so as soon as possible. Mr. Yaw asked if the township knows whether the \$631K remaining will be sufficient to cover the costs of completion. Mr. Pingar stated that he expects the remaining financial security balance to be more than enough the cover the cost of the outstanding items.

Mr. Pomerantz asked if this situation was unusual for the township compared to past experiences with other developers. Mr. Pingar confirmed that it is unusual, and has only happened one other time in his history with the township. He noted that the township has attempted to work with the developer multiple times, and is not sure why they are not following through on their obligations to complete the development. Mr. Pomerantz asked how the homeowners have reacted to the situation. Mr. Pingar stated that they homeowners in Rustin Walk have been extremely patient and professional in their communications with the township.

Daniel Washco (1013 Preserve Lane & Rustin Walk HOA Board Member) thanked Mr. Pingar for his support in this matter. He expressed his approval that the Board has decided to take steps to help bring this project to completion, and requested that the Board establish clear timeframes with the developer.

Mr. Yaw stated that informing the builder that the township is calling on the terms of the Financial Security Agreement if the first step in the process of the township taking over completion of the project. He stated that the township will likely have to go out to bid to complete the work, but will more forward as promptly as possible. Mr. Yaw added that exercising the terms of the agreements may finally get the developer's attention.

Mr. Pomerantz asked if Mr. Pingar could put a timeframe on completion of the projects. Mr. Pingar estimated that the project could be completed within 6 months. Mr. Yaw cautioned that the township would have to follow public bidding requirements, which would take much longer than if a conscientious builder did the work.

JoAnne Grube, Finance Director, commented that in addition to the construction items covered by the Financial Security Agreement, the developer owes the township approximately \$11,500 for professional services such as inspections. To date, Berhle has not responded to the township's invoices for these services.

Jack Embick stated that it does not seem that there is any circumstance under which the township would allow the builder to complete the outstanding work, given their unreliability in the past. Mr. Pingar acknowledged that there is an issue of trust, but stated that if the township can come to an agreement with the builder, the work could be completed significantly faster.

Nancy Harkins (1521 Woodland Road) asked if the township has any way to ensure that the developer cannot repeat this behavior in another township. Mr. Pingar replied that there is no official process to spread this kind of information, but that word tends to get around. Mr. Yaw stated that the township has no intention of attempting to blacklist a builder due to one negative experience.

Mr. Pomerantz asked if there was anything the township could have done to avoid working this builder or another builder with a poor reputation. Mr. Pingar replied that the township has no control over who purchases a property.

There was no further comment, and the motion was unanimously approved.

VIII. Announcements

Mr. Pomerantz made the following announcements:

A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – 7:00 PM on Monday, August 31, 2020. This is a virtual public meeting via the Zoom platform.

- B. Office Closure Labor Day Monday, September 7 The township office will be closed for Labor Day. The Board of Supervisors will meet virtually on Tuesday, September 8. Trash and recycling normally collected on Monday, September 7 will be collected on Tuesday September 8. Likewise, trash and recycling collection normally scheduled for Thursday, September 10 will "slide" to Friday, September 11. A listserv reminder will be sent to subscribers.
- C. Oakbourne Park Master Plan Public Meeting Tuesday, September 15, 2020 at 7:00 PM (virtual public meeting via the Zoom platform). Mr. Pomerantz urged anyone with interest in the future of Oakbourne Park participate in the meeting.

IX. Public Comment on All Topics

Nancy Harkins stated that she was late joining tonight's meeting and missed approval of the minutes, but wanted to clarify that her comment at the last meeting was made to urge the Board to pass the resolution regarding renewable energy.

Mr. Pomerantz asked Nancy what her sense of the community reaction to the recent pipeline leak near Marsh Creek has been. Nancy said there has been a surge of interest and response due to the incidents at Marsh Creek Lake, Shoen Road, and the sinkholes on Rt. 30 in West Whiteland Township. She said that Governor Wolf is being pressured to halt continued construction until these issues are addressed.

There was no additional public comment.

X. Payment of Bills

Mr. Pomerantz made a motion to approve General Fund bills in the amount of \$28,028.52, the Enterprise Fund bills in the amount of \$70,523.94, and the Capital Projects Fund bills in the amount of \$72.50 for a grand total of \$98,624.96. Mr. Yaw seconded the motion. There were no questions, and the check registers were unanimously approved.

Mr. Pomerantz made a second motion to approve the redemption of \$20,000 of cash rewards earned on Capital One Visa credit card transactions, which will be deposited in a segregated Township account to be used for future capital projects. Mr. Yaw seconded the motion, and further explained that the township uses a credit card to pay for many routine monthly bills, and earns cash rewards. That rewards account has a current balance of about \$68,000 dollars. There were no questions, and the motion was unanimously approved.

XI. Adjournment

Mr. Pomerantz adjourned the meeting at 8:20 PM.

WESTTOWN TOWNSHIP PUBLIC WORKS DEPARTMENT MONTHLY REPORT FOR AUGUST 2020

ROADS

- Cleared numerous downed trees and closed flooded roadways resulting from Tropical Storm Isaias. WEGO was a tremendous asset in assisting the public works department.
- Cleaned accumulated debris surrounding the outfall structure of the Blenheim Road pond in Pleasant Grove.
- Assisted the Zoning Officer with meeting postings.
- Repaired a large sinkhole over a deteriorated stormwater pipe on Wickerton Drive. The pipe is scheduled for replacement.
- Afterhours response for a large downed Beech tree across Oakbourne Road.
- Replaced a 160-foot section of failed stormwater pipe off Green Lane.
- Replaced a failed loop amplifier at 926/S. Concord traffic signal.
- Removed washed mud and a downed tree from E. Niels Lane.
- Filled potholes throughout the township as necessary.
- Straightened and replaced faded and damaged street signs.

BUILDINGS, PARKS, AND OPEN SPACE

- Pumped out stormwater from basement of the administration building during after Tropical Storm Isaias. Fan dried the area, and had the electrical conduits sealed and the system inspected. Replaced the sump pump, float, and related piping.
- Installed four automated hand sanitizer dispensers throughout the administration building.
- Performed weekly cuttings of lawns at all locations.
- Checked operation and fluid levels on all standby generators.

OAKBOURNE PARK AND MANSION HOUSE

- 1. Removed a few downed trees, regraded the stone walking trails and parking areas due to storm damage.
- 2. Spread recycled wood chips on the woodland walking trails.
- 3. Repaired and upgraded the electrical system in the mansion. Replaced a few lamps with LED lamps.
- 4. Trash, recyclables, and restroom cleaning and maintenance.

PARKS AND OPEN SPACE

- 1. Invasive weeds and plants eradication in the Tyson Park bio-swale by landscaper.
- 2. Inspected all playground structures for safety hazards.
- 3. Inspected stormwater retention basins for proper operation.

WASTEWATER

- Replaced a section of gravity sewer adjacent to Kirkwood PS.
- Drained, cleaned, and refilled the sludge tank at WCC.
- Repaired the alarm phone line to Arborview PS.
- Pumped out the septic tank at the gate house and cleaned the sewage pump for the mansion at Oakbourne Park.
- Repaired the lab door hinge at WCC.

EQUIPMENT MAINTENANCE AND REPAIR

♦ 67-25 – replaced a leaking front wheel seal.

FUTURE PROJECTS

- Complete 2020 Road Maintenance Project.
- Begin Phase 2 of the Oakbourne Exterior Restoration.
- Begin line painting of roads and intersections.
- Bid the S. New Street Bridge Rehabilitation project.

MARK GROSS DIRECTOR OF PUBLIC WORKS

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made ______, 2020 (the "Effective Date"), by and among Westtown Township (the "Township"), Spencer J. Qualls ("Qualls"), Quakers' Ice Hockey Association, d/b/a Quaker Youth Ice Rink ("Quakers"), and RAM Sports, LLC ("RAM Sports") (collectively, the "Parties").

RECITALS

A. Qualls owns the real property located at 1646 West Chester Pike, Westtown Township, Chester County, Pennsylvania (the "Property").

B. Quakers' leases the Property from SJQ 1646, LLC, which is a single-purpose entity fully owned and controlled by Qualls.

C. From approximately April 2018 to October 1, 2019, Quakers' operated an ice skating rink at the Property (the "Ice Skating Rink").

D. On or about October 1, 2019, Quakers' entered into a sublease agreement with RAM Sports, LLC ("RAM Sports"), with respect to the Property. RAM Sports has operated the Ice Skating Rink since it entered into the sublease agreement with Quakers.

E. On November 20, 2019, the Township filed a Complaint (the "Complaint") against Qualls and Quakers' (together, the "Defendants") in the case captioned as <u>Westtown</u> <u>Township v. Spencer J. Qualls et al.</u>, Chester County Court of Common Pleas, No. 2019-11742-IR (the "Lawsuit").

F. In the Complaint, the Township alleged that the operations of the Ice Skating Rink violate the Township's Zoning and Noise Ordinances and constitute a public nuisance (the "Township's Claims").

G. The Parties have agreed to resolve the Township's Claims according to the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which the Parties hereby acknowledge and intending to be legally bound, the Parties hereby agree as follows:

AGREEMENT

1. <u>Incorporation.</u> The Recitals set forth above are hereby incorporated in full and made a part of this Agreement.

2. <u>Relocation of Chiller.</u> RAM Sports will relocate the Ice Skating Rink's chiller unit (the "Chiller") according to the engineering plans drafted by Martarano Engineering, Inc., dated June 30, 2020, which are attached hereto and incorporated herein as Exhibit A. RAM

Sports will also install noise suppression devices and a minimum ten foot high fence around the relocated Chiller, pursuant to the report prepared by BRD Noise and Vibration Control, Inc., dated June 7, 2020, which is attached hereto and incorporated herein as Exhibit B. The relocated Chiller and the installation of the noise suppression devices and fence, as set forth in this paragraph, shall be constructed in a safe manner. The Township will coordinate with RAM Sports and its designees to ensure that the foregoing requirements are met and that the new installation is aesthetically appropriate to the site to the reasonable satisfaction of the Township, which shall not be unreasonably withheld. The Township will exercise its best efforts to expedite the issuance of all necessary building and other permits so that RAM Sports can promptly perform the work set forth in this paragraph.

3. <u>Stipulation of Dismissal.</u> Within five (5) days of its receipt of written notice from RAM Sports regarding its compliance with the terms set forth in Paragraph 2 above, the Township will file a Praecipe to Settle, Discontinue, and End the Lawsuit, with prejudice.

4. <u>Additional Efforts by Quakers' and RAM Sports.</u> Quakers' and RAM Sports will exercise their best efforts to ensure that the Ice Skating Rink's operations will be conducted indoors. RAM Sports will post signs throughout the building, including its exterior, notifying teams that warm-ups are to be conducted inside. RAM Sports will make a designated area on the second level available for teams to stretch and warm-up.

5. <u>Use of the Ice Skating Rink.</u> RAM Sports, Quakers', and their agents, heirs, assigns, and/or other third parties acting on their behalf agree and acknowledge that all games and practices at the Ice Skating Rink will be scheduled so as to start no earlier than 6:00 a.m. and end no later than 11:00 p.m. All vendors, food sales, warm ups, practices, eating, entertainment, and other activities which are planned, explicitly permitted, organized or controlled by RAM Sports, Quakers', or their agents, heirs, assigns, or third-parties acting on their behalf, shall be conducted indoors and shall not be conducted in the parking lot appurtenant to the Ice Skating Rink. Nothing in this paragraph shall permit RAM Sports, Quakers', or any other person or persons to exceed the maximum capacity of the Ice Skating Rink, its appurtenant parking lot, the Township noise ordinance, or any other statutory, regulatory, legal, contractual, or zoning requirement.

5.01 <u>Unplanned Parking Lot Use.</u> It is expressly understood and agreed that RAM Sports, Quakers', their agents, heirs, assigns, and third-parties acting on their behalf cannot exercise perfect control over the parking lot, and this paragraph shall have no application to, and shall confer to duty upon, the Ice Skating Rink or its owners and operators to prevent unplanned or *de minimis* uses of its parking lot. By way of illustration and not limitation, therefore, the Ice Skating Rink is prohibited by this paragraph from inviting a food truck to use the parking lot; this paragraph, however, has no application to a family that eats lunch, brought from home, in the parking lot prior to hockey practice.

6. <u>Accessory Buildings.</u> Neither RAM Sports, Quakers', nor their agents, heirs, assigns, or other third parties acting on their behalf shall build or cause to be built accessory buildings for use in conjunction with the Ice Skating Rink, including but not limited to Zamboni storage without seeking necessary zoning relief from the Township.

7. <u>Township's Release of Defendants and RAM Sports.</u> Except for the obligations set forth herein, the Township and its agents, assigns, representatives, supervisors, attorneys, and anyone claiming through on or on behalf of the Township (collectively, the "Township Releasing Parties"), hereby remise, release, and forever discharge the Defendants and RAM Sports and their respective agents, heirs, successors, assigns, personal representatives, officers, directors, shareholders, attorneys, and anyone claiming through or on behalf of them, from any and all claims, actions, liabilities, debts, and causes of action, whatsoever, whether in law or in equity, whether known or unknown, which the Township Releasing Parties have, ever had, might have had, or might have in the future, arising out of or in connection with, in whole or in part, and relating in any way to the allegations set forth in the Township's Complaint, from the beginning of time through the Effective Date. This Agreement does not act as a release of the parties' obligations to pay taxes, apply for permits, and pay the fees associated therewith, but only applies to the limited subject matter of the Township's Complaint.

8. <u>Breach and Remedies.</u> In the event the Ice Skating Rink is used for any purpose or in any manner that violates the provisions of this Agreement, including operation of the Chiller other than as set forth herein in paragraph 2, Quakers' and RAM Sports shall be in violation of this Agreement and deemed to be in violation of such provisions of the Township's Zoning Ordinance as govern the use and nonconforming use of the Ice Skating Rink, as a result of which the Township Zoning Officer may issue a notice of violation and, if the violation is not timely abated, impose a fine of not more than \$500 per violation per day pursuant to the enforcement provisions of the Zoning Ordinance.

9. <u>Notice.</u> Any notice required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party designated to receive such notice or, on the third business day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other:

To the Township: Westtown Township 1039 Wilmington Pike West Chester, PA 19382

With a copy to:

Patrick McKenna, Esquire Gawthrop Greenwood, PC 17 East Gay Street West Chester, PA 19381

To Qualls:

Spencer J. Qualls 1646 West Chester Pike Westtown Township, PA 19382 With a copy to:

Joseph J. Dougherty, Esquire Lyons Dougherty, LLC 6 Ponds Edge Dr., Suite 1 Chadds Ford, PA 19317

To Quakers':

Quakers' Ice Hockey Association 1646 West Chester Pike Westtown Township, PA 19382

With a copy to:

Craig A. Styer, Esquire Fox Rothschild LLP 747 Constitution Drive Exton, PA 19341

To RAM Sports:

RAM Sports, LLC 1646 West Chester Pike West Chester, PA 19382

With a copy to:

Craig A. Styer, Esquire Fox Rothschild LLP 747 Constitution Drive Exton, PA 19341

10. <u>Entire Agreement.</u> This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter herein and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect thereto, and none of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

11. <u>Amendment.</u> No term of this Agreement may be waived, modified or amended except in writing signed by the Party against whom enforcement of the waiver, modification or amendment is sought.

12. <u>Authority to Execute Agreement.</u> Each Party covenants and represents that it is fully authorized to enter into this Agreement and to carry out the obligations provided for in this Agreement. Where a person has executed this Agreement on behalf of a Party, that person covenants, warrants, and represents that he or she is authorized to do so by that Party.

13. <u>Governing Law.</u> This Agreement shall be governed by Pennsylvania law, without regard to principles of conflicts of laws. With respect to any dispute arising out of this

Agreement, the Parties consent to personal jurisdiction in, and the exclusive venue of, the Court of Common Pleas of Chester County.

14. <u>Severability.</u> In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.

15. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile and electronic copies of executed copies of this Agreement shall be deemed the equivalent of an original copy of this Agreement for all purposes.

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

LYONS DOUGHERTY, LLC

By: Joseph J. Dougherty, Esquire 6 Ponds Edge Drive, Suite 1 Chadds Ford, PA 19317 *Attorneys for Spencer J. Qualls*

FOX ROTHSCHILD LLP

and RAM Sports, LLC

By: Craig A. Styer, Esquire Danielle E. Ryan, Esquire 747 Constitution Drive Exton, PA 19341

Attorneys for Quakers' Ice Hockey Association

GAWTHROP GREENWOOD, PC

By: Patrick McKenna, Esquire 17 East Gay Street West Chester, PA 19381 Attorneys for Westtown Township

EXHIBIT A

<u>GENERAL</u>

EXTENT OF DEMOLITION

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CONNECT NEW TO EXISTING

REFER TO INDICATED NEW WORK POWER NOTE

REFER TO INDICATED NEW WORK MECHANICAL POWER NOTE

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<i>≻</i> −−−−→	EXISTING WORK OR WORK DONE BY OTHERS
	COLD WATER PIPING (CW)
G	GAS PIPING (G)
o	PIPE TURNING UP
ອ	PIPE TURNING DOWN
ρ	WATER HAMMER ARRESTOR (WHA)
	BALL VALVE
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Ā	TEMPERATURE & PRESSURE VALVE
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MECHANICAL GENERAL NOTES:

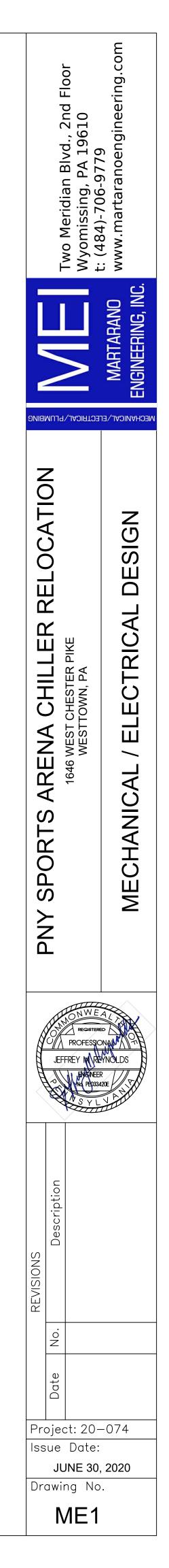
- 1. ALL MECHANICAL WORK SHALL BE DONE IN ACCORDANCE WITH ALL STATE AND LOCAL LAWS AND ORDINANCES AND IN A MANNER SATISFACTORY TO THE OWNER AND AUTHORITY HAVING JURISDICTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS, INSPECTIONS AND PAY ALL APPLICABLE FEES. COMPLY WITH LATEST, APPLICABLE EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PLUMBING CODE, AND INTERNATIONAL ENERGY CONSERVATION CODE.
- 2. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE ALL WORK, THE SITE SURVEY WAS PERFORMED BY VISUAL EVALUATION OF EXISTING EQUIPMENT, SOME MANUFACTURE SPECIFICATION PLATES WERE WEATHER WORN OR NON EXISTENT.
- 3. ALL MATERIALS NOT REUSED OR CLAIMED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE REMOVED PROMPTLY FROM THE PREMISES BY THE CONTRACTOR.
- 4. CONTRACTOR SHALL LOCATE ALL NEW PIPING AS HIGH AS POSSIBLE. COORDINATE ALL WORK WITH EXISTING CONDITIONS, OTHER TRADES, AND CONFORM WITH ALL LOCAL CODES.
- 5. CONTRACTOR SHALL INSPECT EXISTING PIPING INSULATION FOR ALL SYSTEMS WITHIN SCOPE OF WORK AREA. IF DEFICIENCIES IN INSULATION ARE FOUND CONTRACTOR SHALL REPLACE WITH NEW INSULATION AS SPECIFIED.
- 6. CONTRACTOR SHALL NOT INSTALL DUCTWORK, EQUIPMENT, ETC. ABOVE ANY ELECTRICAL PANEL. CONTRACTOR SHALL COORDINATE DEDICATED ELECTRICAL SPACE WITH ELECTRICAL CONTRACTOR.
- 7. REFERENCE: EVERYTHING ICE DRAWINGS DATED 08-02-2018.

DUPLEX RECEPTACLE – 2 POLE, 3 WIRE GROUNDING, 20 AMP, 125 VOLT, NEMA 5–20R MOUNT @ 1'-8" AFF UNLESS OTHERWISE NOTED

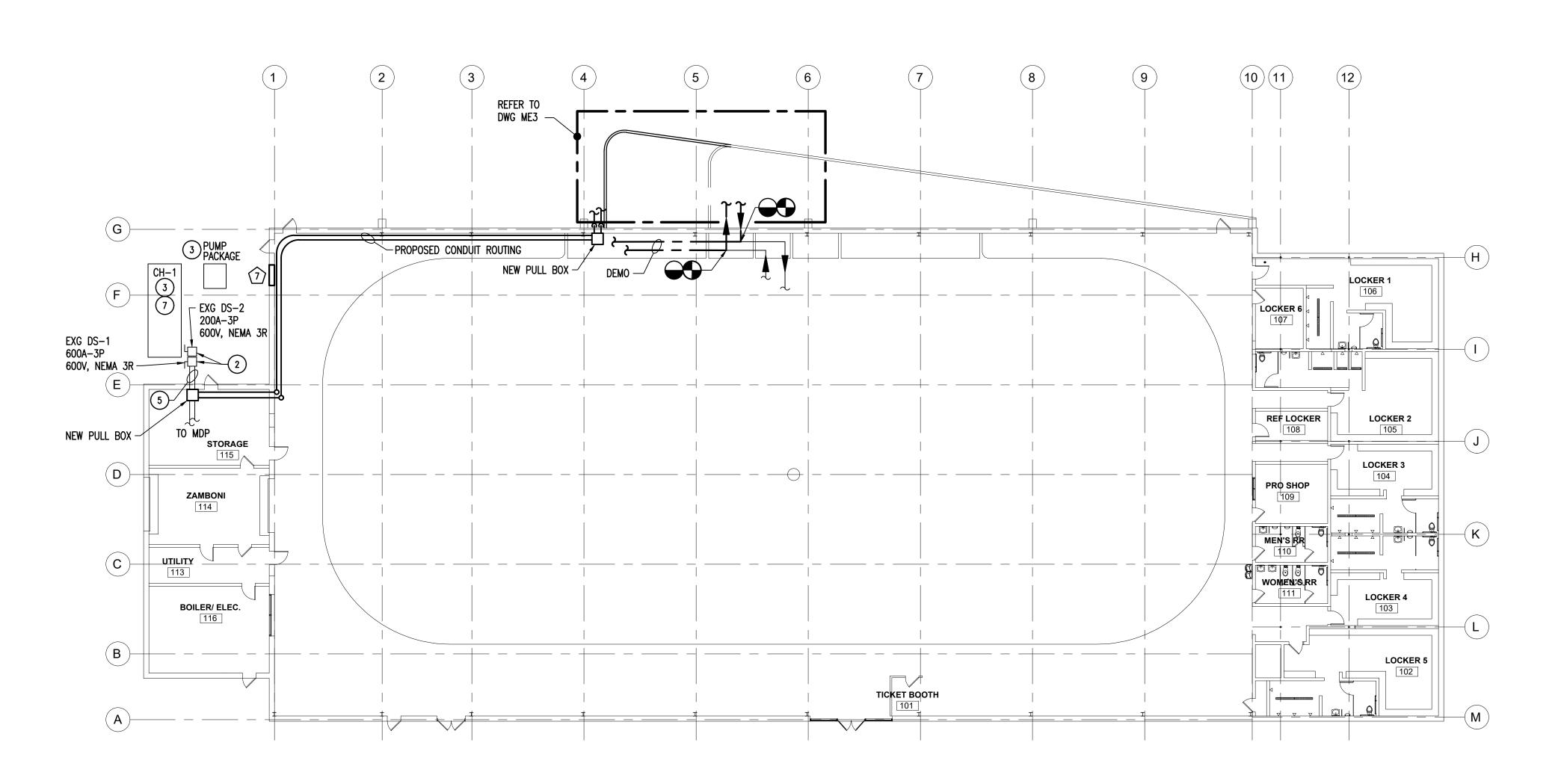
UL LISTED WEATHERPROOF ENCLOSURE WITH GROUND FAULT CIRCUIT INTERRUPTING WEATHER RESISTANT TYPE DUPLEX RECEPTACLE MOUNT 2'-0" AFF/AFG, UNLESS OTHERWISE NOTED

POWER
1 CIRCUIT HOME RUN TO PANEL 2 #12 & 1 #12G, 3/4" CND, UNLESS OTHERWISE NOTED
BRANCH CIRCUIT RUN CONCEALED — 2 #12 & 1 #12G, 3/4" CND, UNLESS OTHERWISE NOTED PROVIDE ADDITIONAL SWITCHED CONDUCTORS AS REQUIRED
CONDUIT TURNING DOWN
CONDUIT TURNING UP
JUNCTION BOX
PANELBOARD — SURFACE MOUNTED MOUNT 6'—0" TO TOP OF HIGHEST BREAKER RATINGS AS INDICATED ON DRAWINGS
PANELBOARD – FLUSH MOUNTED MOUNT 6'0" TO TOP OF HIGHEST BREAKER RATINGS AS INDICATED ON DRAWINGS
DISCONNECT SWITCH. NUMBER OF POLES, AMPERE RATING, VOLTAGE, NEMA TYPE ENCLOSURE AS INDICATED. MOUNT 4'-0" AFF TO CENTERLINE OF HANDLE.

	ABBREVIATIONS
@ & #, NO. A, AMP AFF AFG APPROX AWG BLDG CH CND CO CONT CW DN DS DWG E.C. EWC EXG FCO FD FF. EL. FU G GPM HB HD HP HW INV. EL. KAIC KCM KVA KW LAV M.C. MS NEC NEMA P P P.C. Ø, PH PRESS. RECP RM SAN SF SPEC T&P TYP V W WC WHA WP X	AT AND NUMBER AMPERE ABOVE FINISHED FLOOR ABOVE FINISHED GRADE APPROXIMATELY AMERICAN WIRE GAUGE BUILDING CHILLER CONDUIT CLEANOUT CLEANOUT CLEANOUT CLEANOUT CLEANOUT CLEANOUT CONTINUATION COLD WATER DOWN DISCONNECT SWITCH DRAWING ELECTRICAL CONTRACTOR ELECTRICAL CONTRACTOR ELECTRICAL CONTRACTOR ELECTRICAL CONTRACTOR ELECTRICAL CONTRACTOR ELECTRICAL CONTRACTOR FLOOR CLEANOUT FLOOR DRAIN FINISHED FLOOR ELEVATION FUSE GROUND GALLONS PER MINUTE HOSE BIBB HEAD HORSEPOWER HOT WATER INVERT ELEVATION THOUSAND AMPS INTERRUPTING CURRENT 1000 CIRCULAR MILLS KILOVOLT-AMPERE KILOWATT LAVATORY MECHANICAL CONTRACTOR MOP SINK NATIONAL ELECTRICAL CODE NATIONAL ELECTRICAL MILLS WIRE WATER CLOSET WATER HATER WATER CLOSET WATER HATER WATER ARRESTOR WATER HATER WATER CLOSET WATER MAMER ARRESTOR WATHR HATER WATER MAMER ARRESTOR WATHR HATER WATER CLOSET WATER HATER WATER CLOSET WATER HATER WATER MAMER ARRESTOR WATER HATER WATER



۱L	MANUFACTURERS	ASSOCIATION
E I TC	NUMBER)r	



ELECTRICAL NEW WORK NOTES:

MECHANICAL/ELECTRICAL – NEW WORK PLAN SCALE: 1/16" = 1'-0"

1 VERIFY EXACT LOCATION AND/OR MOUNTING HEIGHT WITH OWNER PRIOR TO ROUGH-IN. 2 EXISTING DISCONNECT SWITCH TO BE RELOCATED AS SHOWN ON DRAWING ME3. EXTEND EXISTING FEEDER CIRCUITS TO NEW EQUIPMENT LOCATION. MATCH EXISTING WIRE AND CONDUIT SIZE AND TYPE.

3 EXISTING MECHANICAL EQUIPMENT TO BE RELOCATED TO NEW CHILLER PAD AS SHOWN ON DRAWING ME3. COORDINATE ADDITIONAL WIRING REQUIREMENTS WITH MECHANICAL CONTRACTOR. (4) NEW DISCONNECT LOCATION. PROVIDE CONNECTION BETWEEN DISCONNECT AND MECHANICAL UNIT MATCHING EXTENDED CIRCUIT. MOUNT DISCONNECT SWITCH ON UNISTRUT STRUCTURE. PROVIDE ALL HARDWARE REQUIRED FOR MOUNTING AND ENSURE ALL NEC CLEARANCES ARE MET.

5 REMOVE WIRING AND CONDUIT BACK TO NEW PULL BOX. CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND FILLING ANY OPENING CREATED IN WALL BY DEMOLITION. EXISTING CIRCUITS SHALL EXTEND FROM NEW PULL BOX TO NEW EQUIPMENT LOCATION.

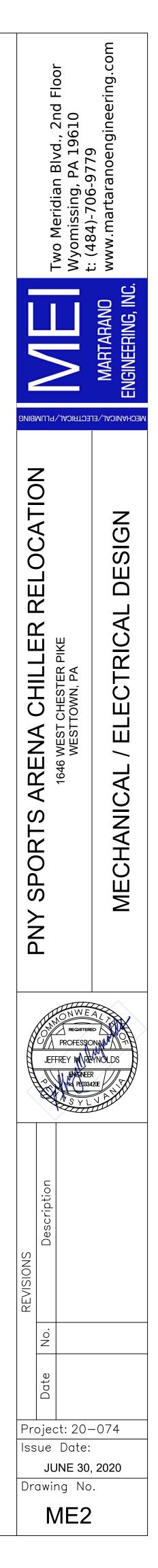
 \bigcirc CONNECT TO NEAREST GENERAL GENERAL RECEPTACLE CIRCUIT. IF HOMERUN LENGTH EXCEEDS 120', HOMERUN SHALL BE SIZED WITH #10 WIRE IN LIEU OF #12.

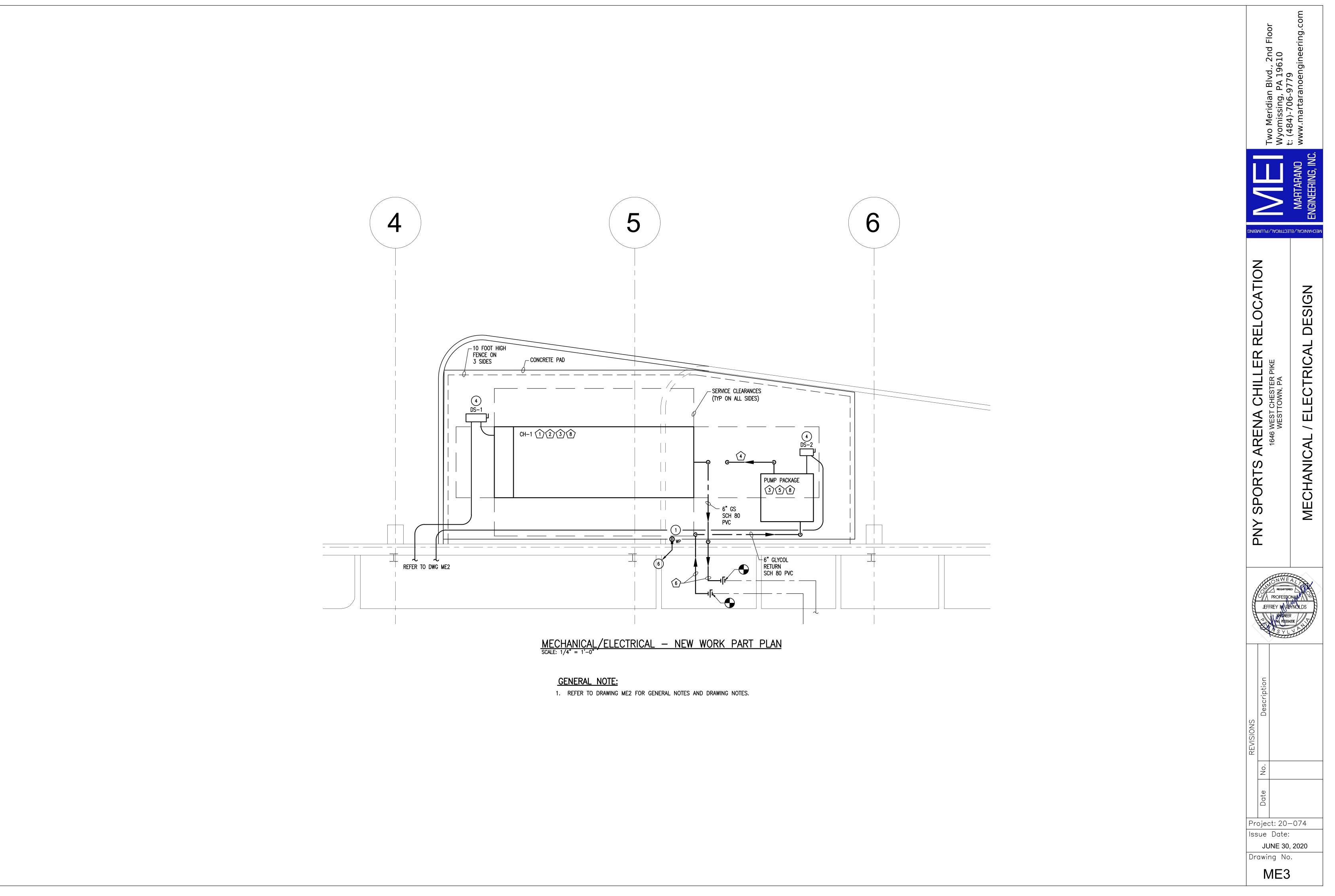
7 EXTEND 120V CHILLER CONTROL PANEL CIRCUIT TO NEW EQUIPMENT LOCATION. EXTEND CIRCUIT USING 2#10 & 1#10G IN 3/4" CND.

MECHANICAL NEW WORK NOTES:

(1) MAINTAIN MINIMUM OF 4 FEET BETWEEN CHILLER AND FENCE.

- (2) INSTALL CHILLER WITH ALL EXISTING COMPONENTS INCLUDING CONTROLS, INSTRUMENTS, AND VALVES. PIPING SHALL MATCH EXISTING SCH 80 PVC.
- 3 PROVIDE FLEXIBLE CONNECTIONS AT SUPPLY AND RETURN CONNECTIONS OF CHILLER AND PUMP PACKAGE. CONNECTIONS SHALL BE MASONFLEX OR EQUAL.
- 4 Insulate all New and relocated piping with 1 inch thick armaflex.
- 5 REINSTALL 2" FROST SHIELD PIPING, SCD 80.
- 6 PROVIDE PIPE SLEEVE AT EXTERIOR WALL PENETRATIONS.
- $\overrightarrow{7}$ PATCH EXISTING WALL OPENING TO MATCH EXISTING.
- 8 install neoprene isolation pads between equipment base and pad. Mason SW or equal.





MECHANICAL SPECIFICATIONS

PROVIDE ALL MATERIALS, LABOR, EQUIPMENT AND TOOLS NECESSARY FOR COMPLETE AND WORKABLE SYSTEMS AS INDICATED ON THE DRAWINGS. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE SECTIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION, LATEST EDITION OF THE NATIONAL ELECTRIC CODE, OSHA, 2015 INTERNATIONAL MECHANICAL CODE, 2015 INTERNATIONAL BUILDING CODE (IBC), 2015 INTERNATIONAL ENERGY CONSERVATION CODE AND ALL OTHER STATE AND LOCAL AUTHORITIES HAVING JURISDICTION AND APPLICABLE MANUFACTURER'S RECOMMENDATIONS.

2. THE CONTRACTOR SHALL VISIT THE SITE, EXAMINE ALL CONDITIONS AND MAKE ALLOWANCES FOR DIFFICULTIES AND CONTINGENCIES AFFECTING THE PROPER EXECUTION OF THIS CONTRACT PRIOR TO SUBMITTING A PROPOSAL.

3. THE CONTRACTOR AND ALL SUB-CONTRACTORS SHALL HAVE A MINIMUM OF FIVE YEARS OF PROVEN EXPERIENCE ON PROJECTS WITH SIMILAR LEVELS OF COMPLEXITY AND MAGNITUDE. EXPERIENCE SHALL BE BASED ON THE EXPERIENCE AS A COMPANY AND NOT ON THE EXPERIENCE AS INDIVIDUALS.

4. THE CONTRACTOR SHALL OBTAIN AND PAY ALL FEES NECESSARY FOR PERMITS AND INSPECTIONS REQUIRED WITH HIS WORK.

THE CONTRACTOR SHALL VERIFY ALL UTILITY SERVICE INFORMATION SHOWN ON THE DRAWINGS WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING A BID. ANY CHANGES OR SERVICE CHARGES IMPOSED BY THE UTILITY COMPANY SHALL BE QUALIFIED AND INCLUDED IN THE BID.

6. ALL EQUIPMENT SHALL BE TESTED, LISTED AND LABELED BY AN APPROVED AUTHORITY (UL, AGA, ETL) AND SHALL BE INSTALLED IN ACCORDANCE WITH ITS LISTING.

7. ALL EQUIPMENT, MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED FOR A MINIMUM OF ONE YEAR (FIVE YEARS FOR ALL COMPRESSORS) FROM THE DATE OF ACCEPTANCE BY THE OWNER.

8. WHERE PRODUCTS ARE SPECIFIED BY BRAND NAME, CATALOG NUMBERS OR BY NAMES OF MANUFACTURERS. THE REFERENCE IS INTENDED TO BE DESCRIPTIVE AND NOT RESTRICTIVE AND IS SOLELY FOR THE PURPOSE OF INDICATING THE TYPE OF QUALITY OF ITEM THAT WILL BE ACCEPTABLE. AN APPROVED EQUAL WILL BE ACCEPTED UNLESS INDICATED OTHERWISE. NOTE: THE TERM 'APPROVED EQUAL' SHALL MEAN A PRODUCT/ITEM THAT HAS BEEN SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO SUBMITTING A BID AND THE CONTRACTOR HAS RECEIVED WRITTEN NOTIFICATION THAT THE SUBSTITUTED PRODUCT WILL BE CONSIDERED AN EQUIVALENT ALTERNATE TO THE SPECIFIED PRODUCT/ITEM.

9. THE CONTRACTOR RESPONSIBLE FOR WORK COVERED BY THESE SPECIFICATIONS SHALL COORDINATE AND COOPERATE WITH ALL OTHER TRADES.

10. SHOP DRAWINGS SHALL BE SUBMITTED AND REVIEWED BY THE OWNER'S REPRESENTATIVE BEFORE ORDERING EQUIPMENT.

11. IN COMPLIANCE WITH ACT 38, CONTACT INDIVIDUAL COMPANIES TO HAVE UTILITY LOCATIONS MARKED IN THE FIELD AND TO OTHERWISE LOCATE UNDERGROUND OBJECTS AS MAY BE NECESSARY PRIOR TO THE START OF CONSTRUCTION. PENNSYLVANIA LAW REQUIRES THREE WORKING DAYS NOTICE FOR THE CONSTRUCTION PHASE AND TEN WORKING DAYS IN DESIGN STAGE. CALL PENNSYLVANIA ONE CALL SYSTEM, INC. (1-800-242-1776) AS OF THIS WRITING.

12. THE CONTRACTOR SHALL ENGAGE THE SERVICES OF AN EXPERIENCED CONTRACTOR WHO SPECIALIZES IN THE APPLICATION AND INSTALLATION OF LISTED FIRE PROTECTION PRODUCTS AND DEVICES AND APPLYING ALL APPLICABLE CONSTRUCTION METHODS TO PROVIDE A PROPER AND COMPLETE INSTALLATION AS REQUIRED TO MAINTAIN THE INTEGRITY OF ANY AND ALL FIRE RATED WALLS, FLOORS, BARRIERS, AND ASSEMBLIES THAT ARE PENETRATED BY DUCTWORK, PIPING, WIRING, CONDUITS, DIFFUSERS, REGISTERS, GRILLES, ETC. ALL FIRE STOPPING METHODS AND PRODUCTS SHALL BE UL LISTED AND SHALL BE AS MANUFACTURED BY 3M. HILTI OR APPROVED EQUAL. THE CONTRACTOR SHALL BE REQUIRED TO REVIEW ALL DESIGN DRAWINGS AND SPECIFICATIONS AND REVIEW WITH THE OWNER, ARCHITECT AND/OR GENERAL CONTRACTOR TO DETERMINE WHERE ALL FIRE RATED ASSEMBLIES ARE/WILL BE LOCATED.

13. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY HANGERS, INSERTS, SUPPORTS SUPPLEMENTARY STEEL, ETC., TO PROPERLY SUPPORT ALL EQUIPMENT, DUCTWORK AND PIPING IN AN APPROVED MANNER AND IN FULL ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

14. THE CONTRACTOR SHALL CUT AND PATCH AS REQUIRED TO PERFORM THE DEMOLITION WORK. ALL OPENINGS CREATED MUST BE REPAIRED TO MATCH EXISTING CONDITIONS. ALL CUTTING AND PATCHING SHALL BE PERFORMED BY MECHANICS EXPERIENCED IN THEIR RESPECTIVE LINE OF WORK. IF THE OWNER'S REPRESENTATIVE IS NOT SATISFIED WITH QUALITY OF WORK, THE CONTRACTOR SHALL BE REQUIRED, AT HIS OWN EXPENSE, TO ENGAGE THE GENERAL CONTRACTOR TO REPLACE DAMAGED MATERIALS WITH NEW MATERIALS. DISPOSAL SHALL BE IN ACCORDANCE WITH THE REGULATIONS OF THE AUTHORITIES AT THE DISPOSAL SITE. IF THE CONTRACTOR ENCOUNTERS OR SUSPECTS HAZARDOUS OR TOXIC MATERIAL, THE CONTRACTOR SHALL ADVISE THE OWNER IMMEDIATELY. THE WORK IN THE AFFECTED AREA SHALL NOT BE RESUMED BY THE CONTRACTOR UNTIL THE HAZARDOUS MATERIAL HAS BEEN REMOVED OR RENDERED HARMLESS BY THE OWNER

15. VIBRATION ISOLATION FOR THE MECHANICAL EQUIPMENT SHALL BE INSTALLED TO PROPERLY ISOLATE THE TRANSMISSION OF VIBRATION OR NOISE TO ANY PART OF THE BUILDING. VIBRATION ISOLATION AND BALANCE QUALITY SHALL BE PER AMCA 204. BV-3 AND ASHRAE HANDBOOK TABLE 47 "SELECTION GUIDE FOR VIBRATION ISOLATION". TYPE OF ISOLATION, BASE AND MINIMUM STATIC DEFLECTION SHALL BE AS REQUIRED FOR EACH SPECIFIC EQUIPMENT APPLICATION AS RECOMMENDED BY ISOLATOR OR EQUIPMENT MANUFACTURER.

16. PIPING

16.1 PIPING AND INSULATION MATERIAL SHALL BE PROVIDED AS SPECIFIED ON THE DRAWING.

16.2 UNLESS OTHERWISE SPECIFIED HEREIN, PIPE AND FITTINGS SHALL CONFORM TO THE REQUIREMENTS OF ANSI STANDARD B31.1. INSTALL PIPING TO AVOID INTERFERENCE WITH MOVING PARTS AND TO BE CLEAR OF EQUIPMENT THAT COULD CAUSE DAMAGE OR BE DAMAGED. RUN PIPING STRAIGHT AND, WHERE PRACTICABLE AND EXPOSED, PARALLEL OR PERPENDICULAR TO BUILDING LINES. RUN RISERS PLUMB AND WITH MINIMUM OFFSETS. RUN LINES TO SLOPE AS NECESSARY TO DRAIN PROPERLY. MAINTAIN INDICATED OR REQUIRED GRADES WITHOUT SAGGING OF LINES. OPEN PIPES SHALL BE CAPPED OR PLUGGED AT THE END OF EACH WORKDAY TO PROTECT THE PIPE AGAINST THE ENTRANCE OF DIRT, WATER OR ANY EXTRANEOUS MATERIAL. PROVIDE A DRAIN AT EACH LOW POINT IN THE WATER PIPING SYSTEMS AND A MANUAL AIR VENT AT ALL HIGH POINTS.

16.3 DO NOT RUN PIPING OVER ELECTRICAL EQUIPMENT.

16.4 INSTALL SLEEVES FOR ALL PIPES PASSING THROUGH WALLS AND FLOORS. USE SIZE TO PERMIT PASSING OF PIPE AND FULL THICKNESS OF INSULATION. EXTEND SLEEVES TWO INCHES ABOVE FINISHED FLOOR. FOR SLEEVES THROUGH WALLS, USE LENGTH SAME AS WALL THICKNESS.

16.5 REAM PIPE AFTER CUTTING. REMOVE OBSTRUCTIONS THAT COULD INTERFERE WITH NORMAL INTENDED FLOW.

16.6 INSTALL PIPING TO PREVENT UNDUE STRESSES DUE TO EXPANSION, CONTRACTION OR IMPOSED LOADS. PROVIDE EXPANSION LOOPS AND OFFSETS AS INDICATED OR AS NECESSARY TO PREVENT DAMAGE.

16.7 REDUCING FITTINGS SHALL BE USED IN LIEU OF BUSHINGS.

16.8 VALVES INSTALLED IN HORIZONTAL PIPES SHALL HAVE STEMS INSTALLED NO LOWER THAN THE CENTER OF THE PIPE.

16.9 PIPING SUPPORT

16.9.1 HANG AND SUPPORT PIPING TO PREVENT PIPE LOAD FROM BEARING ON EQUIPMENT, FLANGES, CONNECTIONS AND INSULATION.

16.9.2 PIPE HANGERS SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE WITH EITHER "PARABOLT" CONCRETE ANCHORS AS MANUFACTURED BY USM CORPORATION, MOLLY FASTENER DIVISION OR "C" CLAMPS OR BEAM CLAMPS SIZED AND PLACED TO ACCOMMODATE THE LOADS IMPOSED BY THE PIPING SYSTEM. "C" CLAMPS SHALL BE USED ONLY TO SUPPORT PIPES THREE INCHES AND SMALLER.

16.9.3 HANGERS, SUPPORTS AND APPURTENANCES SHALL BE AS MANUFACTURED BY F&S CENTRAL, CARPENTER AND PATTERSON, GRINNELL OR APPROVED EQUAL.

17. CONTROLS

17.1 REFERENCE THE EVERYTHING ICE DRAWINGS FOR WIRING AND CONTROLS.

17.2 THE CONTRACTOR SHALL INSTALL ALL NECESSARY CONTROL COMPONENTS. ALL WIRING SHALL BE DONE IN ACCORDANCE WITH THE LOCAL AND STATE CODES AND THE NATIONAL ELECTRIC CODE.

17.3 SEQUENCE OF OPERATION

17.3.1 COORDINATE WITH THE OWNER TO VERIFY AND IMPLEMENT THE EXISTING SEQUENCE OF OPERATION FOR THE CHILLER SYSTEM.

19. THE EQUIPMENT AND MATERIALS SHALL BE COMPLETELY CLEANED PRIOR TO TESTING. INSULATING AND PLACING THE SYSTEM IN OPERATION.

20. THE CONTRACTOR SHALL OBTAIN. AT HIS COST. THE SERVICES OF A CHEMICAL TREATMENT COMPANY TO SUPERVISE THE INITIAL SYSTEM FILL AND TO MONITOR AND MAINTAIN ALL WATER SYSTEMS INSTALLED BY THIS CONTRACTOR FOR A PERIOD OF ONE YEAR. THE TREATMENT COMPANY SHALL TEST AND ADJUST CHEMICAL LEVELS BI-MONTHLY AS A MINIMUM. REQUIREMENTS SHALL INCLUDE:

FLOW DATA.

21.1.2 TESTING REPORT SHALL INCLUDE ALL ENTERING AND LEAVING TEMPERATURES TO VERIFY PERFORMANCE.

22.1 PROVIDE CHILLER AND PUMP PACKAGE EQUIPMENT STARTUP REPORT, INCLUDING CHECKLIST CONFIRMING MANUFACTURERS STARTUP PROCEDURE HAS BEEN FOLLOWED IN ITS ENTIRETY.

23. COMPLETION

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23.2 DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN A RECORD SET OF INSTALLATION PRINTS. RECORD ON THESE PRINTS, ALL DEVIATIONS FROM THE CONTRACT DRAWINGS, INCLUDING BUT NOT LIMITED TO, PIPE ROUTING, SYSTEM CONNECTION POINTS, PIPE SIZES AND EQUIPMENT LOCATION CHANGES. AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL TRANSFER THIS INFORMATION NEATLY ONTO 3 SETS OF PRINTS AND FORWARD THESE PRINTS AND THE "AS BUILT PRINTS" TO THE OWNER.

23.3 THE CONTRACTOR SHALL FURNISH THREE SETS OF INSTRUCTION MANUALS TO THE OWNER AT THE COMPLETION OF CONSTRUCTION.

17.4 MECHANICAL CONTRACTOR SHALL INCLUDE THE COST FOR ALL TIME REQUIRED BY THE CONTROL CONTRACTOR TO SUPPORT BALANCING AND SCHEDULING IN THE MECHANICAL CONTRACTOR'S PROPOSAL.

18. THE CHILLER REFRIGERATION SYSTEM SHALL BE TESTED AND PROVEN TIGHT PRIOR TO PLACING IN OPERATION. CHILLER SHALL BE CHECKED FOR PROPER REFRIGERANT CHARGE AND OPERATION AND ADJUSTED AS PER THE MANUFACTURER'S RECOMMENDATIONS.

20.1 PROVIDE ALL CHEMICALS, MATERIALS, EQUIPMENT, CONTROLS AND LABOR TO PROPERLY TREAT THE WATER SYSTEM.

20.2 FILL SYSTEM WITH A 50% WATER / 50% ETHYLENE GLYCOL SOLUTION.

20.3 USE ONLY CHEMICALS THAT ARE CONSISTENT WITH ALL STATE AND LOCAL REGULATIONS TO PREVENT ANY UNLAWFUL DISCHARGES.

21. TEST, BALANCE & ADJUST FLOWS IN THE WATER PIPING SYSTEMS TO DELIVER WATER VOLUMES WITHIN PLUS/-10% OF THE VALUES INDICATED. TEMPERATURE, AMPERE AND RPM READINGS SHALL ALSO BE PROVIDED TO VERIFY SYSTEM PERFORMANCE. REFERENCE THE EVERYTHING ICE DRAWINGS FOR WATER

21.1.1 TEST, ADJUST AND RECORD READINGS AND TEMPERATURES FOR EXISTING EQUIPMENT AS REQUIRED TO VERIFY CAPACITIES AND PERFORMANCE.

21.1.3 THE TESTING AND BALANCING CONTRACTOR SHALL BE NEBB OR AABC CERTIFIED.

21.1.4 ALL TEST EQUIPMENT SHALL BE FURNISHED BY THE BALANCING CONTRACTOR AND WILL REMAIN HIS PROPERTY. ALL INSTRUMENTS WILL HAVE BEEN CALIBRATED RECENTLY AND VERIFICATION OF CALIBRATION PROVIDED WITH SUBMITTAL DATA.

21.1.5 TESTING AND BALANCING SHALL NOT BEGIN UNTIL THE SYSTEM HAS BEEN COMPLETED AND IS IN FULL WORKING ORDER. THE CORRECT OPERATION OF EQUIPMENT AND SYSTEM COMPONENTS AND CLEANLINESS OF PIPING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

21.1.6 THE CONTRACTOR SHALL MAKE ANY CHANGES REQUIRED FOR CORRECT BALANCE, AS RECOMMENDED BY THE BALANCING CONTRACTOR.

21.1.7 SUBMIT 3 COPIES OF THE BALANCING REPORTS AT COMPLETION OF THE BALANCING.

22. EQUIPMENT STARTUP:

23.1 UPON COMPLETION OF THE WORK THE CONTRACTOR SHALL REMOVE ALL HIS EXCESS MATERIALS, MACHINERY AND EQUIPMENT FROM THE PREMISES.

ELECTRICAL SPECIFICATIONS

ELECTRICAL WORK SHALL INCLUDE ALL EQUIPMENT, MATERIAL, AND INSTALLATION REQUIRED TO PROVIDE OPERATING FACILITIES AND SYSTEMS.

EMPLOYED.

PATCH AND REPAIR ALL SURFACES TO MATCH EXISTING AS CLOSE AS POSSIBLE.

WALLS AND ABOVE CEILINGS.

INTERIOR EMT APPLICATIONS OTHER THAN THOSE IN MASONRY WALLS.

3. THE MINIMUM SIZE CONDUIT SHALL BE 3/4 INCH. CIRCUITS EXCEEDING 150 FEET. AWG #8 AND LARGER SHALL BE STRANDED.

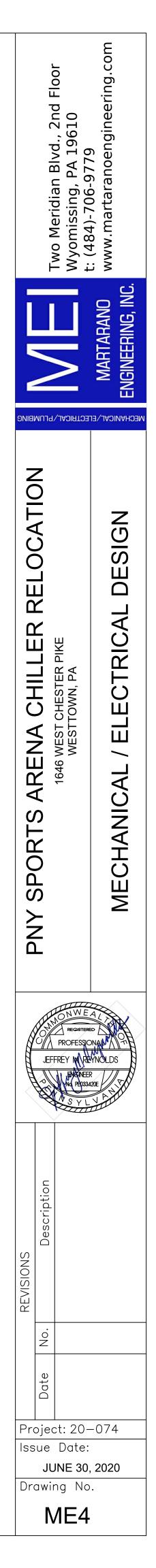
AWG # 6 AND LARGER.

- 6. CONDUIT SHALL BE SUPPORTED AT FIVE FOOT MAXIMUM SPACING.
- 7. PULL BOXES SHALL BE LOCATED AT A MAXIMUM SPACING OF 150 FEET. PULL BOXES SHALL BE A MINIMUM OF FOUR INCHES SQUARE.
- 8. PROVIDE A SEPARATE GREEN EQUIPMENT GROUND WIRE FOR EVERY CIRCUIT. EQUIPMENT GROUND WIRES SHALL BE SIZED PER NFPA 70 TABLE 250–95.
- 9. PROVIDE ACCESS PANELS WITH CONCEALED HINGES AND CAM LOCKS AS REQUIRED FOR ACCESSIBLE EQUIPMENT.
- 11. PROVIDE HEAVY-DUTY SAFETY SWITCHES WHICH ARE HORSEPOWER RATED WITH NEMA ENCLOSURE APPROVED FOR THE USE.
- 12. FUSES SHALL BE DUAL ELEMENT REJECTION TYPE UNLESS NOTED OTHERWISE. PROVIDE FIVE SPARES OF EACH SIZE USED.

- 14. ALL DEVICE BOXES SHALL BE PROVIDED WITH A BRUSHED STAINLESS STEEL COVERPLATE TO MATCH THEIR USE, UNLESS A PHENOLIC COVERPLATE OF THE SAME COLOR AS THE DEVICE IS REQUESTED BY THE ARCHITECT/ENGINEER.

THE CURRENT EDITION OF THE NEC AND ALL APPLICABLE CODES SHALL GOVERN WORK PERFORMED.

- ENSURE CONTINUITY OF ALL SERVICES THROUGHOUT CONSTRUCTION. WHERE REQUIRED THAT WORK BE PERFORMED AFTER NORMAL WORKING HOURS, SAME SHALL BE PERFORMED WITHOUT ADDITIONAL COST TO THE OWNER. CIRCUITS OR SERVICES WHICH ARE IN OR PASS THROUGH CONSTRUCTION AREAS AND WHICH ARE REQUIRED TO MAINTAIN AREAS AND/OR EQUIPMENT OUTSIDE THE CONSTRUCTION AREA SHALL BE RELOCATED AND/OR EXTENDED AS NECESSARY.
- MATERIALS AND INSTALLATION SHALL CONFORM TO NEMA AND NECA STANDARDS AND SHALL BE IDENTIFIED FOR THE USE AND LOCATION FOR WHICH THEY ARE
- ALL EQUIPMENT AND MATERIAL REMOVED, WHICH IS NOT BEING SALVAGED BY THE OWNER, SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF.
- PROVIDE AN INDEPENDENT INSPECTION BY THE MIDDLE DEPARTMENT OR APPROVED INDEPENDENT INSPECTION AGENCY.
- INSTALLATION AND MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:
- 1. CONDUIT SHALL BE EMT EXCEPT THAT BURIED CONDUIT, CONDUIT ROUTED IN CONCRETE, CONDUIT IN MECHANICAL ROOMS OR CRAWL SPACES OR CONDUIT LARGER THAN TWO INCH DIAMETER SHALL BE RIGID GALVANIZED STEEL (RGS) AND MC CABLE SMALLER THAN AWG #6 MAY BE USED CONCEALED IN NON-MASONRY
- 2. RUNNING THREAD TYPE CONNECTORS AND COUPLINGS SHALL NOT BE USED. SET SCREW CONNECTIONS AND COUPLINGS SHALL ONLY BE USED FOR
- 4. ALL CONDUCTORS SHALL BE COPPER WITH THHN INSULATION. AWG. #12 IS THE MINIMUM SIZE CONDUCTOR ALLOWED EXCEPT PROVIDE AWG #10 FOR
- 5. SPLICES SHALL BE MADE WITH PRESSURE INDENT CONNECTORS FOR ANY WIRE SIZE, WIRE NUT FOR AWG #8 AND UNDER OR SPLIT BOLT CONNECTORS FOR
- 10. PROVIDE AN 18 INCH MAXIMUM LENGTH FLEXIBLE STEEL, LIQUID-TIGHT, CONNECTION TO ALL MECHANICAL EQUIPMENT.
- 13. RECEPTACLES SHALL BE HEAVY DUTY TYPE OF A COLOR SELECTED BY THE ARCHITECT/ENGINEER, 20A, 120V.



DESIGN CRITERIA & GENERAL NOTES

GENERAL CONSTRUCTION NOTES

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE AS WELL AS STANDARDS REFERENCED WITHIN.

2. THE STRUCTURE HAS BEEN ANALYZED AND DESIGN TO WITHSTAND DESIGN GRAVITY LOADS IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED IN SECTION 1606.0 & 1607.0 OF THE INTERNATIONAL BUILDING CODE. REFER TO SCHEDULES ON S002. THE STRUCTURE HAS BEEN ANALYZED TO WITHSTAND WIND AND SEISMIC PRESSURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE. REFER TO SCHEDULES ON S002.

3. WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE "2015 INTERNATIONAL BUILDING CODE" AND ALL FEDERAL, STATE AND CITY LAWS, BYLAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THIS WORK AS WELL AS ALL ORDERS OR DECREES WHICH HAVE BEEN PROMULGATED OR ENACTED BY ANY LEGAL BODIES OR TRIBUNALS HAVING AUTHORITY OR JURISDICTION OVER THE WORK, MATERIALS, EMPLOYEES OR CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PERSONNEL SAFETY ON THE JOBSITE. GUIDELINES FOR CONSTRUCTION SAFETY SHALL BE IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE CONSTRUCTION INDUSTRY OSHA SAFETY AND HEALTH STANDARDS (1926 STANDARDS), AND ANY LOCAL ORDINANCES OR CODES WHICH MAY BE APPLICABLE.

4. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATION AND THE AND 4. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION THAT IS THE CONTRACTORS RESPONSIBILITY MECHANICAL DRAWINGS. IF THERE IS A DISCREPANCY BETWEEN DRAWINGS, IT IS THE CONTRACTORS RESPONSIBILITY 18. ALL REQUESTED CHANGES IN WORK BY THE CONTR TO NOTIFY THE ARCHITECT PRIOR TO PERFORMING WORK.

5. IN CASE OF CONFLICT BETWEEN THE GENERAL NOTES, SPECIFICATIONS AND DETAILS, THE MOST RIGID REQUIREMENTS SHALL GOVERN.

6. ALL COSTS OF INVESTIGATION AND/OR REDESIGN DUE TO THE CONTRACTOR IMPROPER INSTALLATION OF STRUCTURAL ELEMENTS OR OTHER ITEMS NOT IN CONFORMANCE WITH THE CONTRACT DOCUMENTS SHALL BE AT THE CONTRACTORS EXPENSE.

7. IF THE FIELD CONDITIONS DO NOT PERMIT THE INSTALLATION OF THE WORK IN ACCORDANCE WITH THE DETAILS SHOWN, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY AND PROVIDE A SKETCH OF THE CONDITION WITH HIS PROPOSED MODIFICATION OF THE DETAILS GIVEN ON THE CONTRACT DOCUMENTS. DO NOT COMMENCE WORK UNTIL CONDITION IS RESOLVED AND MODIFICATION IS APPROVED BY THE ARCHITECT.

8. THE CONTRACTOR SHALL PROVIDE BRACING AS REQUIRED TO MAINTAIN PLUMBNESS AND STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE SHORING TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE EXISTING STRUCTURE. EVALUATION AND COMPLIANCE WITH LOADING RESTRICTIONS FOR MEANS AND METHODS OF THAT THE CONTRACTOR HAS VERIFIED ALL CONSTRUCTION CONSTRUCTION. CONTRACTOR SHALL PROVIDE SHORING TO MAINTAIN THE STRUCTURAL INTEGRITY OF THE CONSTRUCTION AS WELL AS STAGING FOR OTHER TRADES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

9. METHODS, PROCEDURES AND THE SEQUENCES (OTHER THAN THAT NOTED ON THE DRAWINGS) OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTION TO MAINTAIN AND INSURE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION AND COORDINATION OF WORK WITH MECHANICAL AND ELECTRICAL WORK.

10. WORK NOT INDICATED ON A PART OF THE DRAWINGS BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST.

II. MINOR DETAILS OR INCIDENTAL ITEMS NOT SHOWN OR SPECIFIED, BUT NECESSARY FOR A PROPER AND COMPLETE INSTALLATION SHALL BE INCLUDED AS REQUIRED.

12. MISCELLANEOUS WOOD OR COLD FORMED STEEL BLOCKING, FRAMING MEMBERS, ANCHORS, FASTENERS, ETC.

SHALL BE PROVIDED AS REQUIRED WHETHER OR NOT SPEC

13. THE BUILDING STRUCTURE HAS BEEN DESIGNED FOR STAGING, CONSTRUCTION PRACTICES, AND SAFETY OF TH CONSIDERED MEANS AND METHODS AND SHALL BE COMP STANDARD INDUSTRY PRACTICE AND ALL CODES AND ST FOR THE REVIEW OF THE STRUCTURAL WORK FOR GENERA SPECIFICATIONS AND ARE NOT FOR THE REVIEW OF CON PROJECT SAFETY AND MEANS AND METHODS OF CONSTRU

14. ALL WORK SHALL BE INSPECTED IN ACCORDANCE V SUBMIT ALL REPORTS TO THE ENGINEER OF RECORD FOR INSPECTION REPORT SHALL BE COMPLETED, SIGNED BY TH RECORD FOR RECORD PURPOSES.

15. SCALING OF DRAWINGS TO DETERMINE DIMENSION

STRUCTURAL DRAWINGS SHALL NOT BE REPRODUC DOCUMENTATION WITHOUT EXPRESS WRITTEN CONSEN

17. ALL DIMENSIONS CONTAINED ON THE STRUCTURA THE PURPOSE OF THIS PROJECT. ANY DIMENSIONS NOT SI COORDINATED WITH THE OTHER DISCIPLINE DRAWINGS.

TEAM AND OWNER AND ARE CONSIDERED TO BE COMPLI APPROVED. APPROVAL OF REQUESTED CHANGES DOES N COSTS.

SHOP DRAWING NOTES

I. SHOP DRAWINGS SHALL BE SUBMITTED FOR THE FOLLOW ARCHITECTURAL SPECIFICATIONS. REQUIRED SHOP DRAW FOR THIS THE PROJECT:

ANCHOR BOLT AND CONCRETE EMBEDDED ASSEMBLIES CONCRETE MIX DESIGNS REINFORCING SHOP DRAWINGS

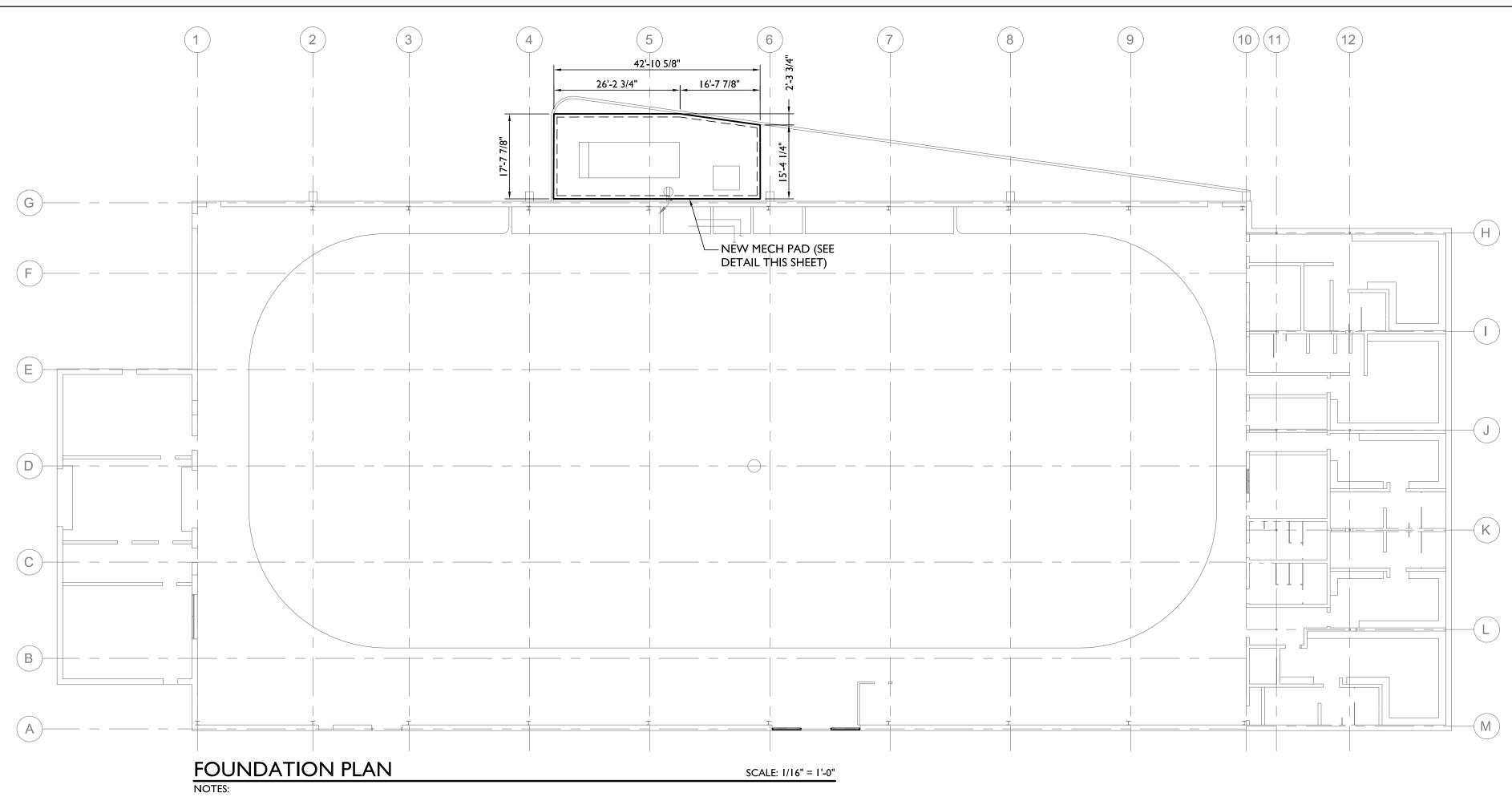
ALL OTHER ADMIXTURES, SEALANTS, HARDENERS AND C

CHECKED EACH DRAWING FOR COMPLETENESS, COORDIN DOCUMENTS

3. THE ENGINEER HAS THE RIGHT TO APPROVE OR DISAPPI ANYTIME BEFORE OR AFTER SHOP DRAWING REVIEW. ANY DOCUMENTS ON THE SHOP DRAWINGS IS PROHIBITED AN

4. THE SHOP DRAWINGS DO NOT REPLACE THE CONTRA AND ARE NOT FLAGGED BY THE STRUCTURAL ENGINEER CONTRACT DOCUMENTS. IT IS THE CONTRACTORS RESPO CONTRACT DOCUMENTS.

5. ALL SHOP DRAWINGS NOTED ABOVE SHALL BE SUBMITTED IN A TIMELY MANNER TO ALLOW FOR A 10 BUSINESS DAY B. REVIEW PERIOD BY THE DESIGN TEAM.



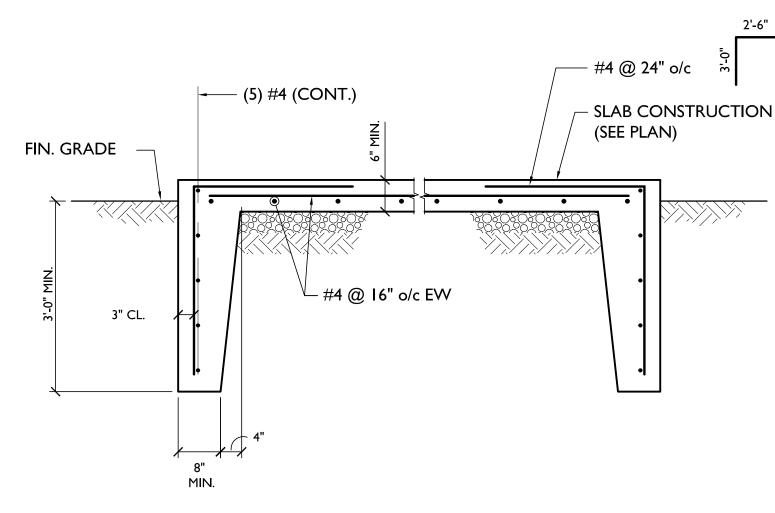
I. COORDINATE ALL UNDER SLAB PIPING WITH MECHANICAL DRAWINGS.

2. COORDINATE ALL DIMENSIONS WITH MECHANICAL DRAWINGS PRIOR TO SLAB LAYOUT.

PECIFICALLY INDICATED ON DRAWINGS.			
	6. SHOP DRAWINGS MAY BE SUBMITTED ELECTRONICALLY, HOWEVER, A MINIMUM OF ONE (I) HARD COPY SHALL BE	5.	CONCRET
OR THE IN-SERVICE LOADS ONLY. ALL WORK RELATED TO THE	PROVIDED FOR ALL SHOP DRAWINGS. IF NO HARD COPY IS PROVIDED, PRINTING AND TIME COSTS WILL BE CHARGED	NOT	BE TACK V
THE PROJECT'S WORKERS AND PROPERTY SHALL BE	TO ORGANIZE AND PRINT SHOP DRAWINGS.		OVED BY T
MPLETED BY THE CONTRACTOR IN ACCORDANCE WITH			
	7. SHOP DRAWINGS WILL BE MARKED AS NOTED ON THE REVIEW STAMP. SHOP DRAWINGS MARKED "APPROVED AS	6.	WELDED \
ERAL CONFORMANCE WITH THE DRAWINGS AND			IC SHALL BI
NTRACTOR RESPONSIBILITIES, INCLUDING BUT NOT LIMITED TO		17 (61)	
RUCTION.	8. SUBMITTALS REQUIRING THE SEAL OF A PROFESSIONAL ENGINEER (I.E. PRECAST CONCRETE, ETC) SHALL BE	7.	MINIMUM
	SUBMITTED WITH CALCULATIONS AND SEALED DRAWINGS PRIOR TO REVIEW.		CRETE CO
E WITH CHAPTER 17 OF THE REFERENCED BUILDING CODE.		NOT	
R REVIEW. AT THE COMPLETION OF THE PROJECT, THE SPECIAL			LD)
THE SPECIAL INSPECTOR, AND SUBMITTED TO THE ENGINEER OF		Q	ALL REINF
THE SPECIAL INSPECTOR, AND SUBMITTED TO THE ENGINEER OF			
	ACCORDANCE WITH THE RECOMMENDATIONS OF THE 2015 INTERNATIONAL BUILDING CODE.	DAU	, 3110053
	ACCORDANCE WITH THE RECOMMENDATIONS OF THE 2013 INTERNATIONAL BUILDING CODE.	0	PIPES OR C
DNS OF ELEMENTS IS NOT PERMITTED.	2. BOTTOM OF FOOTING SUBGRADE MUST BE INSPECTED AND APPROVED BY A REGISTERED GEOTECHNICAL	7. TUIC	KNESS ANE
JCED TO CREATE SHOP DRAWINGS OR SHORING			
NT.	ADEQUATE TO SAFELY SUSTAIN THE SPECIFIED BEARING PRESSURE. SUBMIT ALL REPORTS TO THE ENGINEER OF RECORD	OF B	EARING WA
	FOR RECORD.	10	
AL DRAWINGS WERE DEVELOPED BY OTHER DISCIPLINES FOR		10.	MIXING, T
SHOWN ON THE STRUCTURAL DRAWINGS SHOULD BE	3. BOTTOM OF ALL FOOTINGS SUBJECTED TO FREEZE THAW CONDITIONS SHALL BE A MINIMUM THREE FEET BELOW		
S.	FINISH GRADE OR TOP OF SLAB ELEVATION WHICHEVER IS LOWER.		WELDING
			AMERICAN
	CAST-IN-PLACE CONCRETE	KEIIN	FORCEMEN
PLETED AT NO ADDITIONAL COST UNLESS SPECIFICALLY			
NOT CONSTITUTE APPROVAL OF AN INCREASE IN PROJECT	······································	12.	HORIZON
	FOR STRUCTURAL CONCRETE (ACI-318-08), THE ACI DETAILING MANUAL (SP-66), AND CONSTRUCTED IN		TRACT DO
		STRU	ICTURAL EN
	BUILDINGS (ACI 301).		
	PRACTICE.	13.	REPAIR CC
OWING ITEMS IN ADDITION TO ITEMS REQUIRED BY			DTHERWISE
AWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO:			ACES. AT T
			EYCOMBS (
	SHALL HAVE THE FOLLOWING COMPRESSIVE STRENGTH (FC') AT 28 DAYS:	IHE	expense o
ES	FOUNDATIONS		
	FOUNDATION WALLS	14.	PROVIDE 7
		FROM	1 THE CORI
COATINGS.	AIR ENTRAINMENT 4% TO 6% IN ALL EXPOSED CONCRETE.	_	
		15.	ALL EXPO
	ICONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF DESIGN MIXTURES FOR EACH APPLICATION/LOCATION USED		
TION CRITERIA, MATERIALS, AND SIMILAR DATA AND HAS			CONTRAC
DINATION, AND COMPLIANCE WITH THE CONTRACT			IRE SHALL E
			RIOUS ACTI
		FLOV	VING WATI
PPROVE ANY CHANGES TO CONTRACT DOCUMENTS AT	PERTINENT CRITERIA OF CHAPTER 4 OF ACI 318-89 SHALL APPLY TO THE PROPORTIONING OF MIX DESIGNS AND TO		
NY REPRODUCTION OF THE ORIGINAL STRUCTURAL	THE ACCEPTANCE OF CONCRETE PRODUCED FOR THE JOB. IF DURING CONSTRUCTION ANY CLASS CONCRETE FAILS	17.	THE SLAB-
AND WILL BE AN AUTOMATIC DISAPPROVAL.	TO MEET THE ACCEPTANCE CRITERIA, THE CONTRACTOR SHALL TAKE SUCH STEPS AS ARE DEEMED NECESSARY BY THE		
	STRUCTURAL ENGINEER TO IMPROVE SUBSEQUENT TEST RESULTS AT NO ADDITIONAL COST TO THE OWNER. THE	18.	CONCRET
ACT DOCUMENTS. ITEMS OMITTED OR SHOWN INCORRECTLY			lness (FI) C
R OR ARCHITECT ARE NOT TO BE CONSIDERED CHANGES TO	BECAUSE OF EVIDENCE OF LOW STRENGTH OR NON-CONFORMING CONCRETE OR WORKMANSHIP.		GRADE SHA
PONSIBILITY TO MAKE SURE ITEMS ARE CONSTRUCTED TO			EMENT. CO
		SDEC	

MAXIMUM WATER/CEMENT RATIOS: FOUNDATIONS 0.50

INTERIOR SLABS 0.47 **EXTERIOR SLABS 0.44**



RETE REINFORCEMENT BARS SHALL CONFORM TO ASTM A615-85, GRADE 60. REINFORCEMENT BARS SHALL (WELDED, WELDED, HEATED OR CUT UNLESS INDICATED ON THE CONTRACT DOCUMENTS OR THE STRUCTURAL ENGINEER. LAP ALL BARS MINIMUM 48 BAR DIAMETERS UNLESS OTHERWISE NOTED.

D WIRE FABRIC WHEN USED SHALL CONFORM TO ASTM A185. FABRIC SHALL BE SUPPLIED IN FLAT SHEETS. BE LAPPED TWO MESHES AT SPLICES.

IM CONCRETE COVER PROTECTION FOR REINFORCEMENT BARS SHALL CONFORM WITH THE "MINIMUM OVER FOR REINFORCING BAR" TABLE PROVIDED. (SEE ACI 318-08 SECTION 7.7 FOR CONDITIONS NOT

NFORCEMENT SHALL BE SECURELY HELD IN PLACE WHILE PLACING CONCRETE. IF REQUIRED, ADDITIONAL PS OR CHAIRS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH SUPPORT FOR ALL BARS.

R CONDUITS PLACED IN SLABS SHALL NOT HAVE AN OUTSIDE DIAMETER LARGER THAN 1/3 THE SLAB ND SHALL NOT BE SPACED CLOSER THAN 3 DIAMETERS ON CENTER. ALUMINUM CONDUITS SHALL NOT I CONCRETE. NO CONDUITS SHALL BE PLACED IN SLABS WITHIN 12 INCHES OF COLUMN FACE OR FACE WALL. NO CONDUITS MAY BE PLACED IN EXTERIOR SLABS OR SLABS SUBJECTED TO FLUIDS.

, TRANSPORTING AND PLACING OF CONCRETE SHALL CONFORM TO ACI 301-89.

NG OF REINFORCEMENT BARS, WHEN APPROVED BY THE STRUCTURAL ENGINEER, SHALL CONFORM TO N WELDING SOCIETY STANDARD DI. I-94. ELECTRODES FOR SHOP AND FIELD WELDING OF ENT BARS SHALL CONFORM TO ASTM A233, CLASS E90XX.

ONTAL JOINTING WILL NOT BE PERMITTED IN CONCRETE CONSTRUCTION EXCEPT AS SHOWN ON THE DOCUMENT. VERTICAL JOINTS SHALL OCCUR AT CENTER OF SPANS AT LOCATIONS APPROVED BY THE ENGINEER.

CONCRETE EXHIBITING VOIDS DUE TO SNAP TIES, "HONEYCOMBS," ROCK POCKETS, AND RUNS, SPALLS ISE DAMAGED SURFACES WITH DRY PACK OR CEMENT GROUT, AND FINISH FLUSH WITH ADJOINING T THE DISCRETION OF THE STRUCTURAL ENGINEER OR AS QUALIFIED BY LAB TESTING, EXCESSIVE IS OR EXPOSED REINFORCEMENT THAT JEOPARDIZE THE DESIGN, SHALL BE REMOVED AND REPLACED AT OF THE CONTRACTOR.

E TWO (2) #3 X 4'0" AT ALL RE-ENTRANT CORNERS, PLACED ON THE DIAGONAL WITH I 1/2" CLEARANCE DRNER AND TOP OF SLAB. REFER TO DETAIL.

POSED CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE INDICATED.

ACTOR SHALL TAKE EVERY PRECAUTION TO PROTECT FINISHED SURFACES FROM STAINS OR ABRASIONS. L BE ALLOWED IN DIRECT CONTACT WITH CONCRETE. PROVIDE ADEQUATE PROTECTION AGAINST CTION BY SUN OR WIND. FRESH CONCRETE SHALL BE THOROUGHLY PROTECTED FROM HEAVY RAIN, ATER, AND MECHANICAL INJURY.

AB-ON-GRADE SHALL BE UNDERLAIN BY A MINIMUM OF FOUR INCHES OF STABLE GRANULAR MATERIAL

LETE SLAB ON GRADE SHALL BE FINISHED TO TOLERANCE FOR FLOOR FLATNESS (Ff) OF 25 AND FLOOR) OF 20 UNLESS OTHERWISE MANDATED BY ARCHITECTURAL FINISH REQUIREMENTS. ALL CONCRETE SLAB HALL BE TESTED FOR FLOOR FLATNESS AND LEVELNESS WITHIN 48 HOURS OF THE SLAB ON GRADE CONTRACTOR SHALL SUBMIT REPORTS TO THE ENGINEER AND ARCHITECT OF RECORD AND ALL SPECIALTY FLOORING SUB-CONTRACTORS FOR REVIEW. CONTRACTOR SHALL CONDUCT A PRE-INSTALLATION CONFERENCE WITH ALL FLOORING SUB-CONTRACTORS PRIOR TO THE PLACEMENT OF THE SLAB ON GRADE

19. CONCRETE SHALL ACHIEVE A MINIMUM OF 70 PERCENT OF THE DESIGN STRENGTH PRIOR TO STEEL ERECTION. WRITTEN CONFIRMATION OF THIS STRENGTH SHOULD BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO THE COMMENCEMENT OF STEEL ERECTION.

MECHANICAL PAD DETAIL



PROJECT TITLE:

PNY SPORTS ARENA CHILLER RELOCATION

I646 WEST CHESTER PIKE WESTTOWN, PA

SUBMISSIONS:					
REV. TAG DATE DESCRIPTION					
	6.30.20	PERMIT ISSUE			



SHEET TITLE:

PLANS AND DETAILS

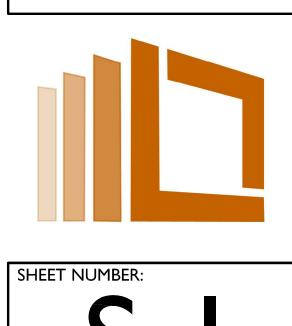


EXHIBIT B



p: 610-863-6300 | tx ID: 232396721 e: info@brd-nonoise.com | w: hushcore.net

Scott,

Quote No:

14138R3

Project ID: PA1495 Quaker Ice Rink Additional Treatments

We have completed some additional acoustic modeling of the chiller, based on the new proposed location and confirmation of the elevations between the chiller and the sidewalk locations in question. Results herein are not based on levels on the actual property of nearest neighbor. Below are the assumptions made in the acoustic model revision:

1.We did not model the chiller noise based on readings taken on site. We were not able to establish baseline sound levels because of temporary intake treatment in place when the readings were taken. As a result, we have modeled based on the ARI 370 sound power data from Trane, the equipment manufacturer. Our modeling is based on the chiller running 100% load.

2. The property elevations (*assuming in ft above sea level*) were given as follows:

- Proposed Chiller Elevation 355
- Neighbor 1 Front Sidewalk Elevation 350
- Neighbor 2 Deck Elevation 350
- Neighbor 3 and Neighbor 4 Deck Elevation 346

3.Our ambient reading and noise readings with the chiller running, were never taken on the property in question. The ambient sound levels directly on the back patio, front door, 2nd story window, and other areas on or at the property were not taken. We are assuming nighttime ambient to be 34 dBA or less. Ambient noise levels will fluctuate depending on atmospheric conditions such as wind, humidity, temperature, etc.

4.At the newly proposed chiller location, the chiller will be installed on a concrete pad. The total installed height of the chiller is said to be 10' tall from grade. The rink building next to the chiller has a roof line 18' tall. The new unit location will have a (3) sided fence 10' tall. If the unit/pad height exceeds the height of the fence, we do not believe you will meet the levels stated herein, even with treatment in place on the fence and rink walls.

5. The estimated sound pressure levels with the treatments in place, do not account for the ambient sound readings taken from site for day or evening operation. Estimated sound pressure levels are based solely on the estimated noise contribution from the chiller.

Based on these assumptions, we believe you will need the following treatments, in addition to the HUSH COVER[™] acoustic blankets which you have already ordered on a separate PO:

UNITARYPLUS[™] System - Condenser fan discharge treatment

PREMIUMTM "OF" and "SW" Systems- Acoustic curtain panel barrier wall and absorption panels for rink wall within enclosure

Item #3 from our quote is for an 10' chain link fence type enclosure with our acoustic curtain panels. If 10' is the max height we can do, and based on the elevation of the chiller and the nearest neighbor's sidewalk, then we believe you can get to 40-42 dBA depending upon which sidewalk measurement location you are referring too. Again, this does not account for daytime or nighttime ambient noise levels at the nearest sidewalk location. The levels achieved at the nearest sidewalk location will vary depending upon time of day/night.



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Quote No:

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Additional testing can be provided to PNY/RAM Sports at no additional cost. However, if there are any legal proceedings following completion of the testing, then additional fees would apply. Please contact me with any questions or if you wish to get a firm number for the installation.

We would ask that you have someone at the rink on June 8, 2020 at 8:15 am. We expect to arrive no later than 8:15 am as long as there are no accidents or other traffic events that morning.

Respectfully, **Steffan Kollevoll** Mid-Atlantic Regional Sales Manager MD, PA, OH, DE, VA, **BRD NOISE & VIBRATION CONTROL, INC.**

E: Steffan.Kollevoll@brd-nonoise.com

Cell: 570-856-2894

Ph: 610-863-6300

BRD Noise and Vibration Control, Inc.

HUSH HUSH		Quote No:	14138R3
		BRD Project ID:	PA1495
			Quaker Ice Rink
112 Fairview Ave. P.O. Box 127 Wind Gap, PA 18091-0127			Sunday, June 7, 2020
			Full Freight Allowed
p: 610-863-6300 tx ID: 232396721 e: info@brd-nonoise.com w: hushcore.net			Page 1 of 3
		Prices are Valid Until Saturday,	September 5, 2020
Attention: Mr. SCOTT CAPUTO	BRD	Steffan Kollevoll	
Email: scaputo@pnysportsarena.com Phone: 215-669-3483	Contact:	Email: steffan.kollevoll@brd-nonoise.com Cell: 570-856-2894	
	Contact:	Cell: 570-856-2894	
Phone: 215-669-3483	Contact:	_	
Phone: 215-669-3483 RAM Sports, LLC	Contact:	Cell: 570-856-2894 BRD Noise and Vibration Control, Inc. PO Box 127 112 Fairview Avenue	
Phone: 215-669-3483 RAM Sports, LLC dba PNY Sports Arena	Contact:	Cell: 570-856-2894 BRD Noise and Vibration Control, Inc. PO Box 127	

Line: 1	Part ID: >STANDARD-SC SYSTEM	ACOUSTICAL COVER - SCREW COMPRESSOR AND CIRCUIT
	<i>Quantity:</i> 1.00 Total	\$0.00
	Purchased on separate purchase order.	
Line: 2	Part ID: >UNITARY PLUS-TM	ACOUSTICAL CONDENSER FAN DISCHARGE STACK BAFFLES
	<i>Quantity:</i> 1.00 Total	\$35,621.00
	Materials and freight pricing.	
Line: 3	Part ID: >PREMSYS	PREMIUM CURTAIN PANEL SYSTEM
	Quantity: 1.00 Total	\$21,476.00
	Materials and freight pricing.	

No Deposit Required

Thanks for the opportunity to quote!



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Quote No:

14138R3

Project ID: PA1495 Quaker Ice Rink Additional Treatments

STANDARD™ SC System: HUSH COVER™ Acoustical Blankets for <u>SCREW CHILLER</u> Compressors, Discharge Line(s), Suction Line(s), and Oil Separator(s) on (1) Trane RTAC 200 HE air cooled screw chiller.

BRD type HUSH COVER[™] Acoustic Blanket Insulation, P/N HC-500S-1; Acoustical Composite with Velcro flaps, "D" ring strap connectors for wrapping compressor(s), discharge line(s), suction line(s) and oil separator(s). Pricing includes freight and field engineering if required.

Note: A field measure up of this chiller may be required to ensure blankets will fit on all chiller circuit components.



STANDARD™ System on Screw Chiller



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Quote No:

14138R3

Project ID: PA1495 Quaker Ice Rink Additional Treatments

UNITARYPLUS™ System: HUSH GUARD™ Acoustic Metal Panel Barrier Wall with Splitters for Condenser Fans (1) Trane RTAC 200 HE air cooled screw chiller.

BRD-type HUSH GUARD[™] Acoustic Metal Panels, P/N HGU-200 (18 ga/22 ga) with galvanized splitter baffles (22 ga/22ga) to create that will create a 48" tall perimeter barrier around the entire condenser fan section of the chiller. The system is top mounted to the chiller or can be mounted in an independent structural frame at an additional cost. Top mounted design <u>cannot</u> be wind-load rated. Barrier shall include (1) 2' x 2' service access door for future maintenance. Pricing includes all corner trim, channels, and structural steel angles required to secure panels to chiller frame. Pricing includes freight and hardware. Estimated pressure loss from the system is .10" w.g. to .12" w.g. Additional information is required to accurately determine associated pressure loss including unit CFM.

Available options *not included* unless otherwise noted:

- a. Paint
- b. Engineering calculations and PE stamps (Independent structural frame only)
- c. Multiple service access doors
- d. Installation or materials handling
- e. Special construction for panels or baffles such as stainless steel or aluminum
- f. Flat bed shipment
- g. Bird screening



UNITARYPLUS™ "TM" System – Front View



UNITARYPLUS™ "TM" System – Top View



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Quote No:

14138R3

Project ID: PA1495

Quaker Ice Rink Additional Treatments

PREMIUM™ Systems: HUSH FLEX™ Acoustical Composite Curtain Panels and HUSH QUILT™ Acoustical Absorption Curtain Panels for <u>(1) Trane RTAC 200 HE air cooled screw chiller</u>.

<u>Open Fence Application – "OF" Design</u>: BRD-type HUSH FLEX[™] exterior grade acoustic curtain panels, P/N EBAC-210R-E (exterior grade vinyl fiberglass facing on absorber side, 1 lb. barium loaded vinyl barrier on the other side).

- pre-fabricated panels with grommets along all edges and a field installation kit OR
- rolls (54" x 25') with bound edges, grommet kit, and field installation kit for attachment to open fence (chain link, wood shadow box, etc.) by others
- UV rated outdoor zip ties
- Top and bottom brass grommets
- Field measure for all panels to ensure proper fit/function
- 10' tall curtain panels (fence by others)

Solid Fence or Wall Application – "SW" Design: BRD-type HUSH QUILT™ exterior grade acoustic quilted absorber panels, P/N QAB-400-VP (exterior grade vinyl fiberglass facing on the inside face and standard vinyl fiberglass facing on the outside face towards the existing wall).

- Pre-fabricated panels with grommets along all edges and a field installation kit OR
- Material comes in rolls (48" x 25') with bound edges and field installation kit for attachment with Hilti™ nails and oversized washers to solid fence or wall (architectural brick, block or concrete wall, etc.) by others.
- 10' tall treatment on walls of rink for interior wall within fence enclosure

NOTE: Pricing for all designs is based on a 3-sided encl. with 6' of clearance on sides of chiller & 5.5' clearance on ends of chiller – 19.5' x 33' x 19.5' x 10' tall

Available options *not included* unless otherwise noted:

- a. Engineering calculations and PE stamps (not available for this product
- b. Multiple service access doors
- c. Installation or materials handling
- d. Special construction for panels or baffles such as stainless steel or aluminum
- e. Flat bed shipment
- f. Tan/Black/White panel color
- g. Expedite
- h. Fencing, fencing structure or fence installation
- i. Concrete foundations or pour for fence posts



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14138R3

Project ID: PA1495 Quaker Ice Rink Additional Treatments



PREMIUM™ "SW" SOLID WALL System



PREMIUM™ "OF" System



112 Fairview Ave. | P.O. Box 127

Wind Gap, PA 18091-0127

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Quote No: 14138R3

BRD Project ID:

PA149

Quaker Ice Rink Sunday, June 7, 2020 Full Freight Allowed

Page 2 of 3

Prices are Valid Until Saturday, September 5, 2020

BRD TERMS & CONDITIONS

CONFIDENTIALITY

Information contained herein is proprietary BRD information protected under current copyright laws. It is intended only for the recipients named and may not be conveyed in any manner to any other party than the intended recipients without written consent from BRD Noise and Vibration Control, Inc. If the reader is not a representative of the intended recipient then any review, dissemination, copying of, or otherwise utilized information contained herein is strictly prohibited, unless authorized in writing by BRD Noise and Vibration Control, Inc.

GENERAL TERMS AND CONDITIONS

- Standard payment terms of Net 30 Days applies to all invoices. Final invoicing to be done upon shipping or upon completion of installation if installed by BRD. Deposit or progress payments may be required as specified in the quote. Credit subject to approval and may require submission of credit application.
- 2. FOB BRD Wind Gap, PA factory unless otherwise specified.
- 3. Delays in shipment caused by customer may result in \$10 per day per skid storage fees.
- 4. Installation prices contained herein is predicated upon the installation notes to follow.
- 5. Any required equipment or equipment rental fees for unloading the product upon arrival is not included unless specifically included in the quote.
- 6. Interest of 1 1/2% per month will be added to past due accounts/late payments.

ORDER PROCESSING AND SHIPPING

- 1. FOB: BRD Wind Gap PA factory or other BRD designated shipping point.
- Turnaround time on production is <u>8-11 weeks</u> after receipt of order, customer and/or submittal approval, field engineering (if required) and receipt of any required deposits, unless otherwise specified in writing in the quote. This projected schedule is not in effect until all of the previously stated items have been completed.
- 3. Drawings and submittals are available generally 1 to 2 weeks after completion of field engineering (if required) and/or receipt of all customer supplied data such as physical dimensions, weights, site layouts, etc.
- 4. Expedite options are available on most products and systems. Installation services may then commence within days of the arrival of materials. The clock on expedited manufacturing begins only after we receive a written release AND after all information for fabrication, necessary equipment dimensions/drawings, color selection, etc. has been received.
- 5. All estimated and/or quoted lead times are based on production averages and are provided for general information purposes only. These times are not guaranteed and are subject to change. Lead times will vary depending on manufacturing loads at the time the project is released to production. Delays can occur due to JIT material deliveries or a variety of other unforeseen circumstances. Please do not schedule site crews until after your project has been received. Orders are not schedule or manufactured, and materials are not reserved or purchased, until deposits are received and the order has been released to our production department.
- 6. Do not attempt to schedule a crane and/or rooftop lift of the curbs or in-curb materials until you have called and confirmed shipment with BRD. The trucking company will call the delivery point of contact provided, at least 48 hours prior to delivery. BRD will not be responsible for crane fees or additional delivery fees for refused curb shipments."
- 7. In accordance with fair and sound business practices, all information, documents, or drawings received or provided by BRD Noise and Vibration Control, Inc. shall be considered confidential and proprietary; both parties agree not to reveal these to any unauthorized individuals.

EXCLUSIONS

- 1. Costs for tax, freight, and installation labor and installation material such as mechanical fasteners, adhesives, mounting anchors, etc. are not included <u>unless otherwise stated</u>.
- 2. Rooftop systems require foundations/dunnage (provided by the customer or their representative) that are suitable for the loads imposed.
- 3. On-grade systems require concrete foundations (provided by the customer or their representative) that are suitable for the loads imposed.
- 4. Cutouts for most enclosure penetrations to be done by installing contractor in the field (verify your specific application with BRD personnel).
- 5. All permits, zoning approval, etc. shall be the buyer's responsibility.
- 6. Contracts imposed by the buyer subsequent to this proposal may be subject to additional fees for legal, accounting, and/or insurance requirements.
- 7. Contracting and other licenses are excluded.
- Export packaging and special shipping, labeling, etc., beyond standard BRD stated procedures and not included in this quote will be charged as additional costs based on actual costs incurred plus 5% administrative fees.
- 9. Anything not as quoted in this proposal is excluded.
- 10. Freight does not include customs fees, tariffs, tax, etc. BRD will complete the NAFTA form and customs invoice and forward to you with the Bill of Lading at time of shipment. BRD is not responsible for customs clearance and related fees as stated above.
- 11. Shipping coordination and customs for deliveries outside of the United States shall be the customer's responsibility.
- 12. Where applicable, BRD will supply dynamic and static loads/reactions at baseplate locations for barrier walls and enclosures. The customer shall



BRD Project ID:

PA1495

Quaker Ice Rink Sunday, June 7, 2020 Full Freight Allowed

Page 3 of 3

Prices are Valid Until Saturday, September 5, 2020

have the building engineer of record confirm suitability of the existing structure to handle these loads.

13. No bonding or retainage will be a part of this project or contract.

112 Fairview Ave. | P.O. Box 127

Wind Gap, PA 18091-0127

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oise and Vibration Control. Inc

- 14. BRD is not subject to the Terms and Conditions of the buyer of the BRD products, systems and services offered in this proposal unless otherwise noted. Any charges associated with attaining mutually approved customer Terms and Conditions shall be the customer's responsibility.
- 15. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between BRD and the buyer shall be paid by Buyer in addition to the price quoted or invoiced. BRD is licensed to collect sales and use taxes in most United States taxing jurisdictions. Buyer must submit hard copy tax exempt documentation with Purchase Order to back up any claims for tax exemption. Without proper documentation from the buyer, BRD will collect and remit sales and use taxes.
- 16. "Hush Quilt," "Hush Block," "Hush Screen," "Hush Sealant," "Hush Cover," "Hush Flex," "Hush Guard," "Hush Wall," "Hush Float," "Hush Joint," "Hush Mount," "Hush Liner," "Hush Core," "and "Hush Wrap" are trademarks used by BRD Noise and Vibration Control, Inc. All rights reserved.

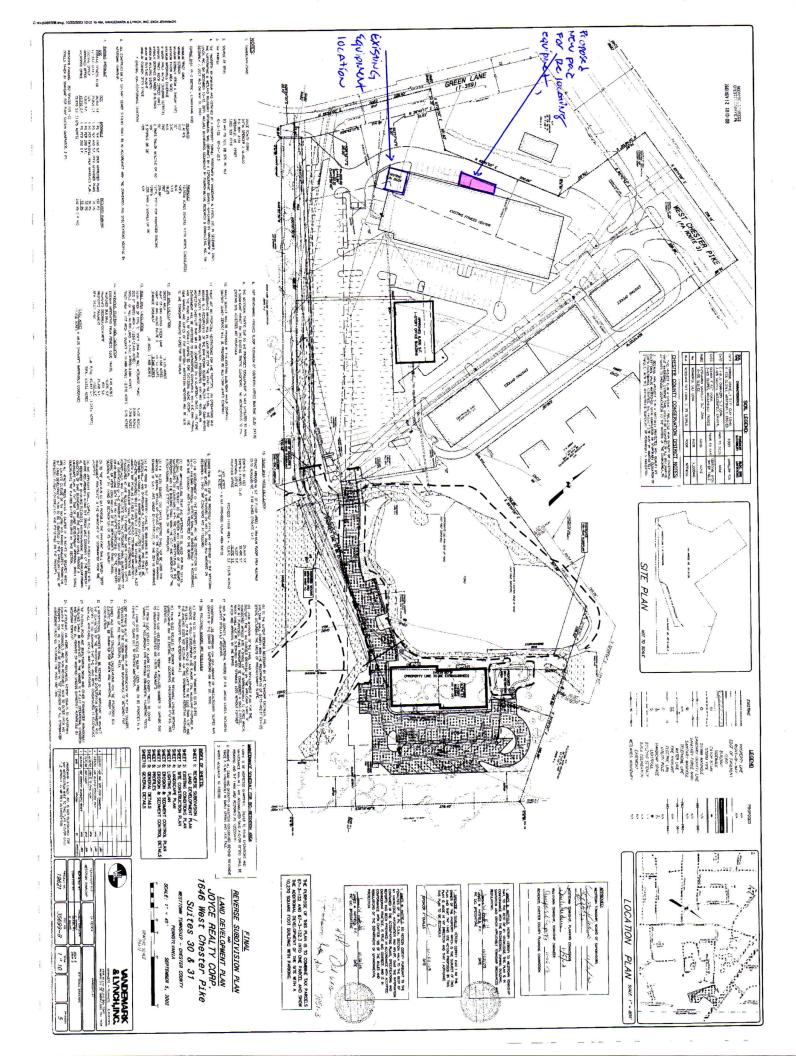
WARRANTY:

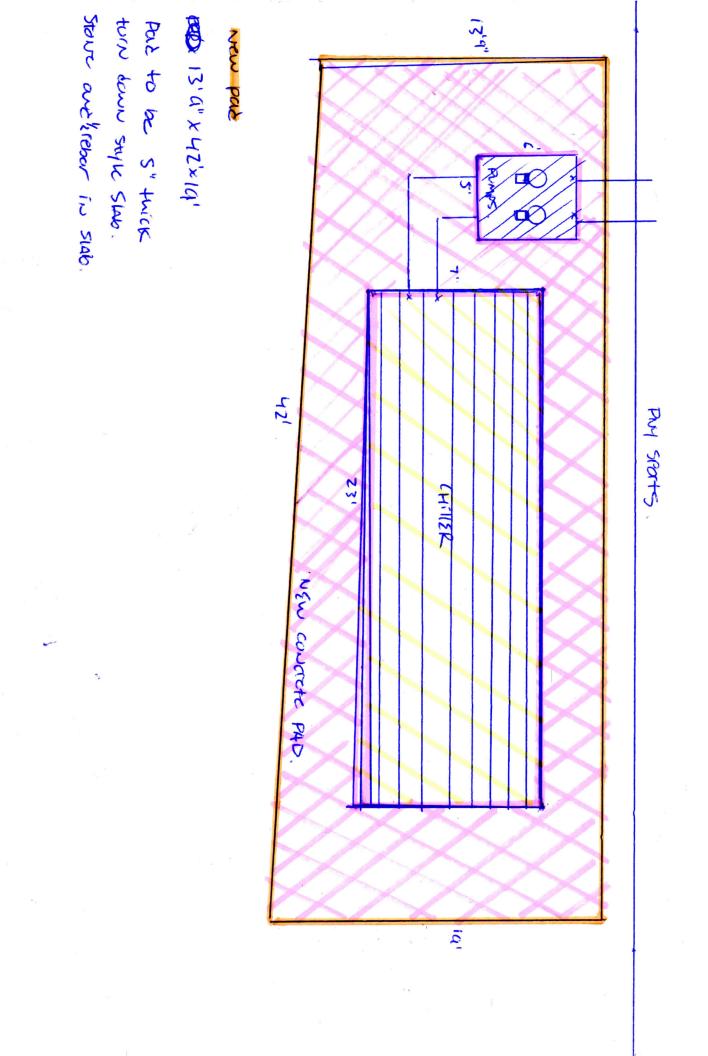
BRD warrants each product against defects in workmanship and material for 30 days from the date of delivery to the user. When the question of warranty arises, the user is required to contact their BRD distributor or the factory for written permission to return the merchandise. No returns accepted without pre-authorization. Transportation costs are to be prepaid and evidence of delivery date furnished. All claims for errors, shortages or rejections of products received from BRD must be made within 10 days after receipt of shipment.

This warranty is limited to the repair or replacement of any part or parts which are found by us to be defective and does not cover ordinary wear and tear, abuse, misapplication, overloading and altered products. Repair or replacement will be at the option of BRD. Any returned materials are FOB the plant and must have a return material authorization from BRD. This warranty is expressly in lieu of any other warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligations or liability on the part of BRD, except that in no case shall the liability of BRD arising out of this sale exceed the sale price of the products covered hereunder.

Seller further disclaims any responsibility for losses, expenses, inconveniences, special, indirect, secondary or consequential damages arising from ownership or use of the products.







ORDINANCE 2020-____ WESTTOWN TOWNSHIP CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF WESTTOWN TOWNSHIP TO MODIFY CHAPTER 170, ZONING, ARTICLE XVIII, SIGNS, OF THE CODE OF WESTTOWN TOWNSHIP REGARDING SIGNS.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that certain provisions of Chapter 170, Zoning, Article XVIII, Signs, of the Code of Westtown Township, as amended, be amended as follows:

SECTION 1. Chapter 170, Zoning, Article XVIII, Signs, §170-1805.A(2) of the Code shall be amended to read as follows:

(2) Except for those classified as exempt under §170-1804, no sign may be located within any public right-of-way and/or occupy a clear sight triangle of seventy-five (75) feet (as measured from the center-line intersections of two streets) which shall be provided at all intersections. The minimum clear sight triangle shall be increased to 100 feet if either street is a collector street and to 150 feet if either street is an arterial highway.

SECTION 2. Chapter 170, Zoning, Article XVIII, Signs, §170-1810.B(4) of the Code shall be amended to read as follows:

(4) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F. Sign Illumination.

SECTION 3. Chapter 170, Zoning, Article XVIII, Signs, §170-1810.D(2)(b) of the Code shall be amended to read as follows:

(b) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F, Sign Illumination.

SECTION 4. Chapter 170, Zoning, Article XVIII, Signs, §170-1811.C(4) of the Code shall be amended to read as follows:

(4) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F. Sign Illumination.

SECTION 5. If any sentence, clause or section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or validity shall not

affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

SECTION 6. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 7. This Ordinance will be effective five (5) days after enactment.

ENACTED AND ORDAINED this _____ day of _____, 2020.

ATTEST:

WESTTOWN TOWNSHIP

Secretary

Richard Pomerantz, Chair

Carol R. De Wolf, Vice Chair

Scott Yaw, Police Commissioner









YOU'RE INVITED! Help us shape the future of Oakbourne Park



COMMUNITY INPUT VIRTUAL MEETING

Our park planning consultants will provide a brief project summary and gather community feedback.

September 15, 2020 7:00 - 8:30 PM

You can join from a computer, laptop or mobile device by logging on to

https://us02web.zoom.

<u>us/j/89856608157</u>



Email questions/comments to: administration@westtown.org

SAVE THE DATE

Our next public meeting will be held on **November 10, 2020**, time and location, TBD.

ONLINE PUBLIC OPINION SURVEY

Check the township website: www.westtownpa.org for a link to survey.

Check R	egister			Westtown	n Township
04-Sep-20			From: 18-A	Nug-20 ^{To:} 0	8-Sep-20
Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15715	8/18/2020	5438	20/10 Solutions	\$810.00	R
15716	8/18/2020	1009	Ann Marie Cassidy	\$680.00	R
15717	8/18/2020	222	Brandywine Valley SPCA	\$551.46	R
15718	8/18/2020	7191	Code Inspections Inc	\$14,512.54	R
15719	8/18/2020	1082	ELEANOR J. SCHWANDT, R	\$828.75	R
15720	8/18/2020	31	Gawthrop Greenwood, Attorn	\$23,708.54	R
15721	8/18/2020	7196	GreatAmerica Financial Svcs	\$171.00	R
15722	8/18/2020	5379	TPS Graphics	\$2,607.00	R
15723	8/18/2020	860	TrueNet, Inc	\$132.85	R
15724	8/18/2020	406390	Edward D. Itaas	\$19.32	R
15725	8/19/2020	406392	Chui & David Smidt	\$148.52	R
15726	8/19/2020	406393	Sarav Gajjar	\$211.43	R
15727	8/20/2020	6958	Capital One Bank	\$84,643.53	0
15728	8/20/2020	7	Westtown-East Goshen PD	\$250,032.47	0
15729	8/31/2020	405540	Albert Federico Consulting, LL	\$2,340.00	0
15730	8/31/2020	1009	Ann Marie Cassidy	\$80.00	0
15731	8/31/2020	7178	Buckley Brion	\$1,970.00	0
15732	8/31/2020	6038	Cedarville Engineering Group	\$14,044.58	0
15733	8/31/2020	7196	GreatAmerica Financial Svcs	\$46.00	0
15734	8/31/2020	5954	Pamela Coleman	\$43.36	0
15735	8/31/2020	153	Rothwell Document Solutions	\$674.04	0
15736	9/3/2020	406405	James F. Richards	\$109.31	0
15737	9/3/2020	406406	Joan Vican	\$92.26	0
15738	9/3/2020	406404	Paul J. Guenther	\$468.36	0
15739	9/4/2020	1009	Ann Marie Cassidy	\$100.00	0
15740	9/4/2020	674	Battavio Plumbing & Heating	\$438.61	0
15741	9/4/2020	406409	Campbell Durrant, P.C.	\$14,791.20	0
15742	9/4/2020	1162	Fastenal Company	\$15.02	0
15743	9/4/2020	5845	GreenWeaver Landscapes, LL	\$1,445.00	0
15744	9/4/2020	624	Hanson Aggregates, Inc.	\$400.37	0
15745	9/4/2020	127	In-Fleet Truck Service	\$476.00	0
15746	9/4/2020	7	Westtown-East Goshen PD	\$2,386.57	0
			Bank Total:	\$418,978.09	
Bank Acco	ount: 8 Er	nterprise Fu	nd		
1037	8/18/2020	6468	Carroll Engineering Corp	\$1,162.00	R
1038	8/18/2020	5666	M&B Environmental, Inc.	\$2,923.90	R
1039	8/18/2020	357	W. G. Malden	\$1,250.40	R
1040	8/18/2020	6468	Carroll Engineering Corp	\$8,625.75	R

Check R	egister	Westtow	n Township		
04-Sep-20			From:	18-Aug-20 To: (08-Sep-20
Check No	Check Date	VendorNo	Vendor	Check Amount	Status
1041	8/31/2020	6468	Carroll Engineering Corp	\$470.70	0
1042	8/31/2020	1196	McGovern, Inc.	\$1,562.50	0
			Bank Total:	\$15,995.25	
Bank Acc	ount: 18 CA	APITAL PRO	JECTS FUND		
1219	8/18/2020	6468	Carroll Engineering Corp	\$135.00	R
1220	8/18/2020	6468	Carroll Engineering Corp	\$6,635.65	R
1221	8/31/2020	406403	JMT, Inc	\$12,932.50	0
1222	8/31/2020	7234	Linn Architects	\$4,730.00	0
1223	8/31/2020	980	USPS- Postmaster	\$929.38	0
			Bank Total:	\$25,362.53	
			Total Of Checks:	\$460,335.87	