

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors

Regular Meeting

(Virtual via Zoom)

Monday June 15, 2020 - 7:00 PM

- I. **Call to Order & Pledge of Allegiance**
- II. **Approval of Board of Supervisors Meeting Minutes – June 1, 2020**
- III. **Departmental Reports**
 - A. Westtown Planning Commission - Kevin Flynn / Steve Rodia
 - B. Historical Commission – Erica Reilly
- IV. **Old Business**
 - A. Oakbourne Park Master Plan Study Committee
 - B. Arborview Commercial Property – Escrow Release Request #3
- V. **New Business**
 - A. 2020 Road Maintenance Program - Contract Award
 - B. Resolution 2020-08 – Traffic Signal at Rt. 926 & Rt. 352 Intersection
- VI. **Announcements**
 - A. Township Operations Plan – Yellow Phase Starting June 15, 2020
 - B. Planning Commission – Wednesday June 17, 2020 - CANCELLED
 - C. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – Wednesday June 24, 2020 - POSTPONED. New date and location to-be-determined.
 - D. Board of Supervisors Meeting – Monday July 6, 2020 – CANCELLED
 - E. Parks & Recreation Summer Movie – Friday, July 17, 2020
 - F. Parks & Recreation Children’s Program – Wednesday, July 22, 2020
- VII. **Public Comment (All Topics)**
- VIII. **Payment of Bills**
- IX. **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

(Virtual meeting via Zoom)

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown

Monday, June 1, 2020 at 7:00 PM

Present virtually were: Chair Dick Pomerantz, Vice Chair Carol De Wolf, Police Commissioner Scott Yaw, Township Manager Robert Pingar, Township Solicitor Patrick McKenna, Police Chief Brenda Bernot, and Planning & Zoning Director Will Ethridge. Twelve guests called in to participate in this virtual meeting.

I. Pledge of Allegiance & Call to Order

This meeting was held remotely due to the Coronavirus pandemic. Mr. Pomerantz called the meeting to order at 7:10 PM, and asked Chief Bernot to lead the Pledge of Allegiance. Mr. Pomerantz stated that the meeting would be recorded and asked if anyone else was recording the meeting. Mr. Ethridge explained the procedure for Public Comment for guests who called into the virtual meeting.

II. Approval of Minutes (May 18, 2020)

Ms. De Wolf made a motion to approve the May 18, 2020 Board of Supervisors meeting minutes. Mr. Yaw seconded the motion. There were no comments, and the motion was unanimously approved.

Mr. Pomerantz stated that on May 28, 2020, the Board held an Executive Session regarding personnel.

III. Departmental Reports

A. Westtown East Goshen Regional Police Department – Chief Brenda Bernot

Chief Bernot remarked about the recent protests related to aggressive police incidents and how the police officers in the Westtown East Goshen Police Department (WEGO) are trained to avoid such occurrences. She attributed this to WEGO being one of the few accredited departments in the region, which requires comprehensive use of force policies and rigorous training.

B. Westtown Planning Commission – Elaine Adler

Planning Commissioner Elaine Adler reported that the commission had held a virtual meeting on May 20th to discuss the Toll Bros. / Crebilly Farm Conditional Use application, and that a draft letter had been prepared which was discussed with the applicant. However, there were, still some issues left to resolve, primarily relating to traffic and road configurations which the commission planned to discuss at a future meeting.

IV. Old Business

There was none.

V. New Business

A. WEGO Police Association Collective Bargaining Agreement, Arbitration Award

The Board of Supervisors hereby acknowledges receipt of the April 27, 2020 Police Association Collective Bargaining Agreement Arbitration Award. The Award consists of three primary items:

1. Four-year term starting January 1, 2019 and ending December 31, 2022.
2. Wages will increase 3.25% annually for years 1, 2 and 3, and 3.0% for year 4. Adjustments to six-year step raises. Longevity cap increase to \$8,275.
3. Health Insurance change from Blue Cross Blue Shield to Delaware Valley Insurance Trust (DVIT).

The WEGO Business Manager is assessing the Agreement's cost impact to the 2020 WEGO budget. In turn, the Westtown Finance Director will assess the cost impact to the 2020 township budget, which will be shared with the public at a future meeting.

The arbitrator's decision requires that within 90 days of the issuance of the Award, WEGO and the Police Association are to prepare a consolidated collective bargaining agreement, thereby merging the provisions of the Award with the existing collective bargaining agreement. At that time, the consolidate contract will be posted on the township website.

Mike Di Domenico (1530 Woodland Road) asked if the contract would need to be renegotiated in 2022. Chief Bernot responded that negotiations for the next contract would begin in 2021.

B. Resolution 2020-05, Policy Governing Access to Personnel Files

Mr. Pomerantz stated that this resolution establishes a formal policy on access to township employee files by township supervisors, the township manager, and township department managers. He explained that when he became supervisor, he requested to examine the personnel files, but was denied.

Ms. De Wolf made a motion to approve Resolution 2020-05 setting a policy for access to township employee personnel files by members of the Board of Supervisors, the Township Manager, and the Department Head of the department in which the employee works. Mr. Pomerantz seconded the motion.

Mr. Yaw commented that there is nothing in the Second Class Township Code governing this type of resolution and little case law supporting it. He questioned the purpose of the policy, and stated that the Board is provided with employee evaluations in the fall when they are working on the budget and considering pay increases. He said that he was not comfortable with the language in the resolution since it may empower a supervisor to go on a "fishing expedition" and did not require sufficient notice to fellow supervisors.

Township solicitor Pat McKenna, concurred with Mr. Yaw stating that he could find only one case related to the matter, but it dealt with a school board. He added that certain aspects of employee files such as social security numbers and information related to their health should be redacted prior to being provided to the Board.

Mr. Pomerantz said that the Board of Supervisors is ultimately responsible for the affairs of the township. He argued that access to personnel files could help discover a "rogue employee."

Mr. Di Domenico stated that Mr. Pomerantz first requested access to the personnel files prior to his seating on the Board, and was denied because he hadn't been sworn in. Mr. Di Domenico then said that Mr. Pomerantz should have been given access once he was elected a supervisor.

There were no further comments, and the motion passed 2-1, with Mr. Yaw dissenting.

VI. Announcements

Mr. Pomerantz made the following announcements:

- A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3** – 6:00 PM, Wednesday June 24, 2020. Location to-be-determined.
- B. Parks & Recreation Summer Movie** – Friday, June 12, 2020. The Board briefly discussed this event and decided to cancel it due to COVID-19 virus mitigation protocols.
- C. Westtown #2 Polling Location Change** – Chester County Voter Services has announced changes to polling places throughout the county. In Westtown Township, Westtown #2 voters who normally use the Cabin at Westtown School will vote at Westtown-Thornbury Elementary School, located at 750 Westbourne Road. Residents from Westtown area #3 will also still vote at Westtown-Thornbury Elementary.

VII. Public Comment on All Topics

Mike Di Domenico stated that he submitted an email request for an update at tonight's meeting on the following: 1) Sunoco Pipeline operations in Westtown, 2) the chiller noise issue at Quakers Ice Rink, and 3) the townships MS4 program.

Mr. Pingar replied that the Mariners East pipeline work is active in Westtown. The pipeline operator, Energy Transfer Partners, anticipated the work in Westtown being completed in early 2021.

Mr. Ethridge provided an update on the ice rink chiller issue, stating that Township representatives met with Quakers Ice Rink representatives to discuss a solution for the chiller problem, but added that he could not disclose what was discussed because the matter is in litigation.

Amelia Maurizio (603 Stockton Court) asked if the township has any idea when the matter will be resolved. Mr. Ethridge replied that it was unknown when a resolution will be finalized.

Mr. Pingar added that the township has not decided on supplemental funding mechanisms for the MS4 program.

Janice York (1149 Westtown Road) asked if there has been any progress on the Board's decision on Westtown School's application for athletic field lighting. She was informed that no decision was imminent. She then commented on the Westtown School lighting article in the spring Gazette, that it did not fairly represent the positions of those who live near the school who were opposed to the lighting application.

Nancy Harkins asked if the employee personnel file access policy applied to the police department. She was advised that it does not apply.

Erica Reilly, Historical Commission Chairperson, asked the Board if the scheduled October 4th Westtown Day event should be cancelled in consideration of COVID-19 concerns and the challenges of securing vendors for this community event. Discussion ensued, and there was agreement between the Board and Ms. Reilly to cancel Westtown Day 2020.

There was no other public comment.

VIII. Payment of Bills

Ms. De Wolf made a motion to approve General Fund bills in the amount of \$547,168.74 and Enterprise Fund bills in the amount of \$70,437.89, for a grand total of \$617,606.63. Mr. Yaw seconded the motion. There were no questions or comments, and the check registers were unanimously approved.

IX. Adjournment

Mr. Pingar stated that next Board of Supervisors meeting will be held virtually on June 15, 2020 at 7:00 PM.

Ms. De Wolf made a motion to adjourn the meeting, seconded by Mr. Yaw. The meeting adjourned at 8:54 PM.

Respectfully submitted,

Robert Pingar
Township Manager

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

VIRTUAL MEETING (via Zoom Platform)

Wednesday, June 3, 2020 – 7:30PM

Present

Commissioners – All Planning Commission (PC) members were present. Also, present were Mike DiBartolomeo and Mike DiBartolomeo Sr., Bob Flinchbaugh, Township engineer, and Planning Director Will Ethridge and Planner, Mila Robinson.

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:31 PM and led those present in the Pledge of Allegiance.

Adoption of Agenda (SR/TS) 7-0

No changes were made.

Approval of Minutes (EA/SR) 7-0

No changes were made.

Announcements

- Mr. Ethridge recapped that the Crebilly CU Application Hearing was tentatively set for June 24 at the Uptown Theater in West Chester.

Public Comment – Non Agenda Items

None

New Business

1. 2019-09 DiBartolomeo Accessory Dwelling Unit application – 1078 Powderhorn Dr, Glen Mills

Mike DiBartolomeo summarized that he applied to construct an accessory dwelling unit (approximately 1,130 sq. ft.) on his property at 1078 Powderhorn Drive for his parents. He explained that the existing garage would be expanded, and above it, a raised ranch would be built. The entrance to the unit would be through the garage via elevator and a separate exterior entrance with stairs. The proposal also included a swimming pool in the backyard and a fence surrounding the perimeter. Mr. Ethridge noted that the applicant submitted an application last fall and since then made several improvements to that to move forward with the approval process.

Mr. Rodia asked whether any variances were required for the application. Mr. Ethridge explained that the applicant had to apply for a special exception to construct an accessory dwelling unit, which would be reviewed by the Zoning Hearing Board (ZHB). He did not believe any variances were needed due to setbacks.

Mr. Flynn raised a question about the need for the stormwater management plan to address an increase in impervious cover. Mr. DiBartolomeo clarified that it would be provided once the PC was satisfied with the design plan and no additional changes were required. Mr. Flynn asked the applicant about the septic system's capacity to accommodate the additional living space. Mr. DiBartolomeo recapped that he had received a permit from the CCHD to install an additional drainfield.

Mr. Embick requested to see a plan on how the drainfields will be utilized and maintained. The applicant noted that the property was in compliance with the township's On-lot Sewage Management Program (SMP) for inspections and pumping requirements. Mr. Embick wanted a clarification on any requirements that might be associated with the new drainfield and assurance that those would be followed if there were any.

Mr. Flynn asked if there were any setback requirements from the septic system to the edge of the pool. Ms. Robinson responded that the CCHD required 10-15 feet of setbacks from septic system. Mr. DiBartolomeo noted that their septic contractor told him 10 feet setback from the drainfield, and they adjusted pool placement, which he believed would be about 12 feet away from septic.

Mr. Sennett raised a question regarding the existing and new impervious cover on the property. Mr. Ethridge explained that the existing impervious coverage is 4,385 sq. ft. or 8.6% for the property and with additional impervious cover of 3,307 sq. ft. for a new total of 6,449 sq. ft. or 12.7%. He noted that some of the existing cover would be demolished and reclaimed in calculations. Mr. Ethridge added that proposed pool surface was a part of impervious cover.

Elaine Adler asked for more details regarding stormwater management on the property. Mr. DiBartolomeo recapped that he was aware that they had to install BMPs but he did not prepare the plan in case the PC would ask for alterations to the proposed design plan. He noted that the contractor proposed to install a pit at the back of the property with pipes running to that. He could not say what kind of a system that would be.

PC raised some concerns regarding constraints of the site due to topography to accommodate the stormwater management facility and additional drainfield.

Mr. Hatton recommended for the applicant to include a narrative with details on what was being proposed. He also requested to have plans and maps to be printed in a larger font to make it easier to read.

Mr. Flynn raised concerns about what would happen with the ADU if the applicant was to sell his property. Mr. Ethridge clarified that by the most recently adopted ADU requirements, a new property owner would not be able to rent it out unless they went back to the ZHB for permission. Mr. Flynn then asked how it was enforced. Mr. Ethridge explained that there were various ways on how the Township would become aware of noncompliance, such as neighbors, and the U&O and assessment process. Mr. Flynn made a suggestion to make it a condition of approval that there would be a note in the parcel file regarding the limitations of the ADU. Mr. Ethridge noted he could add that into a recommendation letter to the ZHB.

Mr. Embick asked if the neighbors were aware of the proposal. Mr. DiBartolomeo confirmed that he spoke to adjacent neighbors and they were in favor of the ADU. Mr. Lees suggested for the applicant to have something in writing from the neighbors to supplement the application to the ZHB.

PC made a motion to recommend approval of the ADU as presented with the PC comments to the ZHB. (RH/KF) 5-2 (JE/TS)

Mr. Sennett voted "No" due to his concerns that the PC should have had some additional information from the applicant, which was not provided. He expressed his reservations regarding stormwater management, as in his opinion there was a significant increase in the

impermeable surface, (enlarged building footprint due to new building addition, enlarged driveway area, new swimming pool and pool deck) combined with a major change in the onsite sewage disposal arrangement. He felt there should have been a stormwater management plan before offering a recommendation.

Mr. Embick voted “No” for several reasons. In his opinion, the applicant was unable to produce or describe the stormwater management plan for the site (including the addition of possible BMPs) considering that the proposal included a substantial dwelling addition, a new in-ground swimming pool, and a new septic system disposal field. Mr. Embick noted that the property already contained the original septic system disposal and drainage system, as well as a replacement septic system drainage field. With the addition of a new subsurface sand trench system, the property would have three functioning systems. However, he was concerned that the applicant was not able to describe how these systems would be managed going forward, or if there were any additional maintenance or operational requirements for the new subsurface disposal system. Mr. Embick also raised a question about how the stormwater would be managed on the site (and how the storm water management system might interact with the sewage disposal facilities). He recommended that the applicant would respond to the questions posed by the PC related to septic system operation and maintenance, and submit a stormwater management plan for further review by the PC before proceeding to the ZHB.

2. Bob Flinchbaugh, Cedarville Engineering – 3/23/2020 email & SALDO Omnibus Amendment

Mr. Ethridge recapped that several ordinance amendments were submitted to the BOS last year and there were few items that needed additional discussion. He noted that with Cedarville becoming a new Township engineer, Bob Flinchbaugh had reviewed an ordinance amending Chapters 144 Stormwater Management, 149 SALDO, and 170 Zoning regarding the deletion and correction of erroneous references and misspellings and provided his feedback. Mr. Flinchbaugh went through the list of items and explained his suggestions. Main highlights included:

- The size of nondisturbance buffer
- The use of reinforced concrete and limitations to use High Density Polyethylene Pipe (HDPE) for storm sewers
- Clarification on paving specifications

Mr. Embick raised a question for the PC to include recommendations for zoning changes that relate to public health issues. Mr. Ethridge provided an example where West Chester Borough had considered allowing for more outdoor dining by closing off some of the streets to traffic. Mr. Flynn suggested looking into requiring large commercial developments to have dedicated lanes for ride-sharing drop off.

Old Business

None

Public Comment

None

Reports

Elaine Adler summarized her observations of the BOS virtual meeting for 06/01/20.

Adjournment (EA/KF) 7-0

Meeting was adjourned at 8:43 pm.

Next PC Meeting:

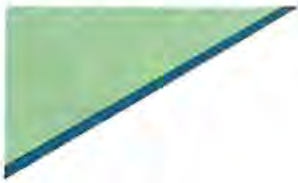
June 17, 2020, 7:30 pm – Virtual (via Zoom)

PC Representative at next Board of Supervisors Meeting:

June 15, 2020 – Jack Embick / Kevin Flynn

Respectfully submitted,
William Ethridge,
Planning Commission Secretary

DRAFT



June 11, 2020

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

RE: Ducklings Daycare
Escrow Release #3
Westtown Township
WTT-18-188

Dear Mr. Pingar,

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

- Escrow Release Request prepared by TAG Builders, Inc., dated June 10, 2020 requesting a net escrow release in the amount of \$164,328.47.

Per the referenced correspondence, the developer has indicated that financial security associated with the second phase of the development will be re-established at the time that building permit application is submitted. Therefore, this review has been completed to ensure that adequate financial security remains in place, in the event that development of the second phase does not occur, to cover costs associated with completion of improvements exclusive of the second phase building and parking, including but not limited to erosion and sedimentation controls, landscaping, and stormwater management as required for the site in its current condition.

Based upon ongoing inspections of the site, the requested amount of **\$164,328.47** in accordance with the Financial Security Agreement may be considered for release, as the resulting balance of \$134,410.93 will be satisfactory to cover the above referenced improvements. Please be advised that the Improvements Escrow Table which is included with the current developer's agreement will need to be amended, and shall incorporate the modifications referenced in the release request, along with the following changes as referenced, to the satisfaction of the Township Solicitor:

1. Item 4.9 - Rain Garden: The amended Improvements Escrow Table shall be amended to include this item referencing total escrow being withheld, as this facility has not been constructed.
2. Item 11 - Conversion of Sediment Trap to Recharge Basin: Additional costs must be incorporated into Improvements Escrow, to include:
 - Dewatering, removal of sediment
 - Temporary rock filter removal
 - Removal of temporary riser
 - Riprap removal
 - Headwall removal



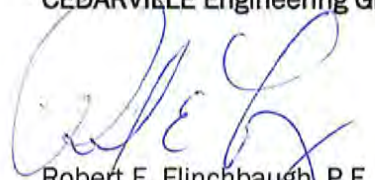
- 18" CPP pipe removal
- Riprap installation
- Outlet structure
- Headway installation
- Regrading of basin and berm to permanent elevations

3. A 10% Contingency and 5% Inspection cost must be included and applied to the remaining balance.

Initial Escrow	\$620,859.83
Previous Escrow Releases	\$322,120.43
<u>Escrow Release Recommended</u>	<u>\$164,328.47</u>
Remaining Escrow Balance	\$134,410.93

Please feel free to contact our office with any questions.

Best Regards,
CEDARVILLE Engineering Group, LLC



Robert E. Flinchbaugh, P.E.
Senior Municipal Engineer

cc: JoAnne Grube, Westtown Township Director of Finance
Patrick M. McKenna, Esq., Township Solicitor
Tom Galbally, TAG Builders, Inc.
Lauren G. Duffy, TAG Builders, Inc.

6/10/20

Supervisors,

TAG Builders is requesting a release of the remaining escrow associated with the construction of the second pad site at this development. The second building pad is currently stabilized and will not be built out at this time. At the time that the building permit for the construction of the second pad site is applied for, the escrow would be re-established. The items included in this release request only benefit the second pad site (**III. Stormwater Management, IV. Paving, V. Concrete, VI. Onsite signs & Striping.**)

In addition to maintaining the escrow associated with items shared between the two buildings, TAG has also agreed to post additional escrow for the Landscaping and additional erosion controls for the second building.

The escrow remaining will total **\$77,969.13** and include the following:

II. Earthwork

II. Erosion Control

VII. Survey

VIII. Landscaping

IX. Additional Erosion Control

5% Township inspection

10% contingency

The details of the escrow release request and the additional escrow to be posted are on the attached Escrow Release Request Spreadsheet.

Thank you for the consideration,

Lauren Duffy

TAG Fairshare
ESCROW RELEASE REQUEST 06-10-2020

	QUANTITY	UNIT PRICE	TOTAL COST	TOTAL PAST RELEASES		CURRENT RELEASE		TOTAL RELEASED TO DATE		TOTAL REMAINING		
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	
I. DEMO												
MOBILIZATION	1 LS	\$3,700.00 /LS	\$3,700.00	100%	\$3,700.00	0%	\$0.00	100%	\$3,700.00	0%	\$0.00	
CLEARING AND GRUBBING	1 LS	\$6,000.00 /LS	\$6,000.00	100%	\$6,000.00	0%	\$0.00	100%	\$6,000.00	0%	\$0.00	
II. EARTHWORK												
CONSTRUCTION LAYOUT	1 LS	\$3,700.00 /LS	\$3,700.00	50%	\$1,850.00	0%	\$0.00	50%	\$1,850.00	50%	\$1,850.00	
TOPSOIL - STRIP AND STOCKPILE ON SITE	494 CY	\$2.50 /CY	\$1,235.00	100%	\$1,235.00	0%	\$0.00	100%	\$1,235.00	0%	\$0.00	
TOPSOIL - REMOVE TO BORROW PIT	2,010 CY	\$2.50 /CY	\$5,025.00	100%	\$5,025.00	0%	\$0.00	100%	\$5,025.00	0%	\$0.00	
TOPSOIL - STRIP AND TOPSOIL ON SITE FOR REUSE	1,725 CY	\$2.50 /CY	\$4,312.50	100%	\$4,312.50	0%	\$0.00	100%	\$4,312.50	0%	\$0.00	
CUT TO FILL	6,870 CY	\$3.00 /CY	\$20,610.00	100%	\$20,610.00	0%	\$0.00	100%	\$20,610.00	0%	\$0.00	
TOPSOIL RESPREAD	703 CY	\$11.00 /CY	\$7,733.00	50%	\$3,866.50	0%	\$0.00	50%	\$3,866.50	50%	\$3,866.50	
GRADING	131,571 SF	\$0.08 /SF	\$10,525.68	75%	\$7,894.26	0%	\$0.00	75%	\$7,894.26	25%	\$2,631.42	
II. EROSION CONTROL												
CONSTRUCTION ENTRANCE	1 EA	\$1,200.00 /EA	\$1,200.00	100%	\$1,200.00	0%	\$0.00	100%	\$1,200.00	0%	\$0.00	
TREE PROTECTION FENCE	199 LF	\$1.40 /LF	\$278.60	100%	\$278.60	0%	\$0.00	100%	\$278.60	0%	\$0.00	
12" SILT SOCK	53 LF	\$5.25 /LF	\$278.25	100%	\$278.25	0%	\$0.00	100%	\$278.25	0%	\$0.00	
24" SILT SOCK	68 LF	\$14.50 /LF	\$986.00	100%	\$986.00	0%	\$0.00	100%	\$986.00	0%	\$0.00	
INLET PROTECTION	8 EA	\$91.00 /EA	\$728.00	38%	\$276.64	0%	\$0.00	38%	\$276.64	62%	\$451.36	
TEMPORARY AND PERMANENT SEEDING AND MATTING	1 LS	\$5,000.00 /LS	\$5,000.00	50%	\$2,500.00	0%	\$0.00	50%	\$2,500.00	50%	\$2,500.00	
III. STORMWATER MANAGEMENT												
CONCRETE TYPE 'C' INLET BOX	4 EA	\$3,000.00 /EA	\$12,000.00	75%	\$9,000.00	25%	\$3,000.00	100%	\$12,000.00	0%	\$0.00	
CONCRETE TYPE 'M' INLET BOX	1 EA	\$3,000.00 /EA	\$3,000.00	0%	\$0.00	100%	\$3,000.00	100%	\$3,000.00	0%	\$0.00	
PRECAST MANHOLE	1 EA	\$2,000.00 /EA	\$2,000.00	0%	\$0.00	100%	\$2,000.00	100%	\$2,000.00	0%	\$0.00	
15" HDPE PIPE W/ STONE BEDDING, 1' STONE BACKFILL AND SOIL BACKFILL	406 LF	\$64.00 /LF	\$25,984.00	96%	\$24,944.64	4%	\$1,039.36	100%	\$25,984.00	0%	\$0.00	
6" PVC SDR35, W/ STONE BEDDING, 1' STONE BACKFILL AND SOIL BACKFILL	47 LF	\$40.00 /LF	\$1,880.00	100%	\$1,880.00	0%	\$0.00	100%	\$1,880.00	0%	\$0.00	
RECHARGE BED A (INCLUDING STRUCTURES)	1 LS	\$50,000.00 /LS	\$50,000.00	100%	\$50,000.00	0%	\$0.00	100%	\$50,000.00	0%	\$0.00	
RECHARGE BED B (INCLUDING STRUCTURES)	1 LS	\$55,000.00 /LS	\$55,000.00	0%	\$0.00	100%	\$55,000.00	100%	\$55,000.00	0%	\$0.00	
CONNECTION TO EXISTING	1 LS	\$3,800.00 /LS	\$3,800.00	50%	\$1,900.00	50%	\$1,900.00	100%	\$3,800.00	0%	\$0.00	
RAIN GARDEN	1 LS	\$12,000.00 /LS	\$12,000.00	0%	\$0.00	100%	\$12,000.00	100%	\$12,000.00	0%	\$0.00	
IV. PAVING												
PARKING LOT PAVING (6" STONE, 4" BINDER, 1.5" WEARING)	6,064 SY	\$40.00 /SY	\$242,560.00	51%	\$124,457.20	49%	\$118,102.80	100%	\$242,560.00	0%	\$0.00	
PAVEMENT RESTORATION TO CONNECT TO ROAD	1 LS	\$2,500.00 /LS	\$2,500.00	100%	\$2,500.00	0%	\$0.00	100%	\$2,500.00	0%	\$0.00	
EMERGENCY ACCESS ROAD - 6" 2A SAND	1,537 SF	\$2.00 /SF	\$3,074.00	100%	\$3,074.00	0%	\$0.00	100%	\$3,074.00	0%	\$0.00	
EMERGENCY ACCESS ROAD - PAVERS	190 SY	\$60.00 /SY	\$11,400.00	100%	\$11,400.00	0%	\$0.00	100%	\$11,400.00	0%	\$0.00	
V. CONCRETE												
8" CONCRETE CURB	2,747 LF	\$18.00 /LF	\$49,446.00	54%	\$26,700.84	46%	\$22,745.16	100%	\$49,446.00	0%	\$0.00	
CONCRETE SIDEWALK W/ 4" 2A STONE	754 SF	\$8.00 /SF	\$6,032.00	60%	\$3,621.00	40%	\$2,412.80	100%	\$6,033.80	0%	-\$1.80	
VI. ONSITE SIGNS & STRIPING												
SIGNAGE AND PAVEMENT MARKINGS	1 LS	\$2,800.00 /LS	\$2,800.00	50%	\$1,400.00	50%	\$1,400.00	100%	\$2,800.00	0%	\$0.00	
BOLLARDS	2 EA	\$615.00 /EA	\$1,230.00	100%	\$1,230.00	0%	\$0.00	100%	\$1,230.00	0%	\$0.00	
VII. SURVEY												
CONCRETE MONUMENTS	4 EA	\$250.00 /EA	\$1,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,000.00	
IRON PINS	8 EA	\$175.00 /EA	\$1,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,400.00	
AS-BUILT SURVEY	1 LS	\$6,000.00 /LS	\$6,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,000.00	
			SUBTOTAL:		\$564,418.03		\$322,120.43		\$222,600.12		\$544,720.55	\$19,697.48
			10% CONTINGENCY:		\$56,441.80							
			TOTAL:		\$620,859.83							
VIII. LANDSCAPING												
CANOPY TREES	41 EA	\$350.00 /EA	\$14,350.00									
EVERGREEN TREES	33 EA	\$300.00 /EA	\$9,900.00									
FLOWERING TREES	22 EA	\$325.00 /EA	\$7,150.00									
FLOWERING SHRUBS	87 EA	\$28.00 /EA	\$2,436.00									
EVERGREEN SHRUBS	181 EA	\$35.00 /EA	\$6,335.00									
			Subtotal		\$40,171.00							
IX. ADDITIONAL EROSION CONTROL												
CONVERSION OF SEDIMENT BASIN TO PERMANENT POND	1 LS	\$2,500.00 /LS	\$2,500.00									
MISCELLANEOUS E&S CONTROLS AND STABILIZATION	1 LS	\$8,000.00 /LS	\$8,000.00									
			Subtotal		\$10,500.00							
			SUBTOTAL:		\$50,671.00							
			5% TOWNSHIP INSPECTION:		\$2,533.55							
			10% CONTINGENCY:		\$5,067.10							
			TOTAL NEW ESCROW:		\$58,271.65							

CURRENT ESCROW RELEASE REQUESTED	\$222,600.12
- ADDITIONAL ESCROW	\$58,271.65
NET ESCROW RELEASE	\$164,328.47
TOTAL REMAINING	\$77,969.13

FINANCIAL SECURITY AGREEMENT

THIS AGREEMENT (this "Agreement"), is made as of this 5th day of June, 2019, by and between **WESTTOWN TOWNSHIP** (by and through its Board of Supervisors), Chester County, Pennsylvania, a Township of the Second Class, with offices at 1039 Wilmington Pike, West Chester, Pennsylvania ("Township"), and **FAIR SHARE PROPERTIES LP**, a Pennsylvania limited partnership, with its address at 655 Swedesford Avenue, Malvern, PA 19355, and its assigns and successors in interest ("Developer"), and **MERIDIAN BANK**, with an address at 9 Old Lincoln Highway, Malvern, PA 19355 ("Financial Institution").

BACKGROUND

A. Developer represents that it is the owner of, and has proposed to develop, a tract of land situated in Westtown Township, located at 1074 Wilmington Pike, Westtown Township, Chester County, Pennsylvania, consisting of 3.24 +/- acres, being U.P.I. No. 67-4-23 ("Subject Property"), as and for the Land Development of the Subject Property into one (1) commercial lot together with walking trail, road improvements, storm water management facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed land development. This Agreement pertains to those improvements designated on the Plans, and listed in summary form on the Plans and on the attached spread sheet.

B. The proposed land development of the Subject Property is known as "Arborview Commercial Lot" as is depicted on the Final Subdivision and Land Development Plan dated July 15, 2015, last revised May 18, 2018 ("Plans").

C. Conditional Use Approval for the Subject Property was submitted to, and approved by, the Board of Supervisors of the Township on March 2, 2015, subject to numerous conditions as noted on the Plans.

D. On or about July 16, 2018, the Board of Supervisors of the Township granted Preliminary/Final Land Development Approval of the application, subject to certain conditions, including the timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the "Approvals").

E. Township and Developer, contemporaneously herewith, have entered into a certain Development Agreement, set forth in Exhibit "A," providing for, among other things, the said completion of improvements and amenities and the said posting of financial security.

F. The parties, by these presents, desire to set forth their further agreement and understanding with respect to the said financial security and such other matters as hereinbelow set forth.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) “Completion Date” shall mean the date specified in Section 2.c. of the Development Agreement on or before which the Secured Improvements shall be completed.

(2) “Development Agreement” shall mean that certain Development Agreement of even date herewith by and between Township and Developer, which agreement is fully incorporated into and made part of this Agreement.

(3) “Financial Institution” shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(4) “Financial Security” shall mean the financial security provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 6 of the Development Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(5) “Improvements” shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping and/or other Improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

(6) “MPC” shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.*, as restated and amended, as the same now exists and hereafter may be further amended.

(7) “Multimodal Agreement” shall mean that certain Multimodal Transportation Fund Grant Agreement for Highway and Bridge Projects dated effective as of March 26, 2019, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, and Developer.

(8) “Multimodal Grant” shall mean the \$750,000.00 grant provided by the Commonwealth of Pennsylvania to Developer in accordance with the Multimodal Agreement.

(9) “Multimodal Improvements” shall mean all those certain Improvements, the costs of which will be funded by the Multimodal Grant.

(10) “Multimodal Project” shall mean the construction of the new connector road named “Orvis Way” and pedestrian/bicycle path connecting Stetson School Drive and West Pleasant Grove Road.

(11) “Plans” shall mean that certain Final Land Development Plans, prepared by Inland Designs, dated July 15, 2018, last revised May 18, 2018, consisting of various plan sheets including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans..

(12) “Secured Improvements” shall mean all those certain Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(13) “Subdivision and Land Development Ordinance” shall mean the Subdivision and Land Development Ordinance of the Township, as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.

(14) “Subject Land Development” shall mean the proposed subdivision and land development of the portion of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(15) “Township Engineer” shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for Township or engaged by Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance, the MPC or the Development Agreement, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance, the MPC or the Development Agreement.

2. Financial Security

a. Developer, in accordance with and pursuant to the terms of this Financial Security Agreement and at its sole cost and expense, shall establish and maintain Financial Security in the nature of a restricted loan account with Financial Institution under and in accordance with the terms and conditions of this Agreement. (The said financial security in the form of a restricted loan account is defined herein as the “Financial Security.”) The Financial Security shall be established by Developer upon Developer’s execution of this Agreement. The Financial Institution shall be subject to approval of Township, which approval shall not be unreasonably withheld, and Township has approved the Financial Institution which is a party to this Agreement. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of a portion of the Secured Improvements in accordance with and pursuant to the terms and conditions of the Development Agreement, and shall further guarantee the performance of the other obligations of Developer

under this Agreement and the Development Agreement. Notwithstanding any provision in the Development Agreement or this Agreement to the contrary, it is agreed and understood that (1) the Financial Security provided for under this Agreement shall only secure the obligations of Developer with respect to the Secured Improvements and not the Multimodal Improvements and (2) in the event that, within five (5) business days after Developer receives an electronic payment of the Multimodal Grant for completion of a portion of the Multimodal Project (such work is hereinafter called the "Multimodal Project Completed Work"), Developer fails to pay Allan Myers (the contractor engaged by Developer to construct the Multimodal Project) for its work related to such Multimodal Project Completed Work from such electronic payment, the Township shall have the right to issue one (1) or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements and upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon the making of such payment due Allan Myers, the Township shall withdraw the stop, cease and desist order(s), and Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

b. The initial amount of the Financial Security shall be Six Hundred Twenty Thousand, Eight Hundred Fifty-Nine and 83/100 U.S. Dollars (\$620,859.83), which amount is one hundred and ten percent (110%) of the total of (i) the estimated costs of completing the Secured Improvements (which does not include the Multimodal Improvements) and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in Exhibit "B" to the Development Agreement and Exhibit "A" attached hereto.

c. The Financial Security shall be automatically extended from year to year for additional periods of twelve (12) months from the original or each future expiration date, without amendment, unless the Financial Institution shall have notified the Township in writing, not less than sixty (60) days before such expiration date, that the Financial Institution elects not to renew the Financial Security. The Financial Institution's notice of such election must be sent to the Township in accordance with Section 15 of this Agreement with a copy forwarded to the Township Solicitor and Township Engineer. In the event that the Financial Institution provides the above-notice of its intent not to renew the Financial Security, the Township may draw upon the Financial Security to secure the completion of the remaining Secured Improvements, unless the Developer provides substitute Financial Security acceptable to the Township at least forty-five (45) days prior to the date of expiration of the then effective Financial Security. It shall be the continuing responsibility of the Developer to ensure that the Financial Security (or the acceptable substitute thereof) shall not be terminated or closed or expired, but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 7 of this Agreement.

d. A notation shall appear on the records of the Financial Institution providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chair of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expired, and (iii) any balance of funds in the Financial Security not released by Township pursuant to Section

4 or Section 7 of this Agreement shall be fully available to Township for use under and for purposes of this Agreement and the Development Agreement.

e. The Financial Institution shall acknowledge and verify in writing to Township that, among other things: (i) the Financial Security, in accordance with this Agreement, has been duly established with it, (ii) the establishment, maintenance and use of the Financial Security under, for purposes of and in accordance with this Agreement and the Development Agreement do not violate any federal, state or other laws or regulations applicable to the Financial Institution, and (iii) that the notation required by Subsection 2.e. above appears on its records. The written acknowledgment and verification shall be substantially in the form attached hereto and made fully part hereof as Exhibit "B."

3. Adjustments to Financial Security

a. Developer agrees that the total amount of the Financial Security and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of §509 of the MPC. Without limiting the generality of the foregoing:

(1) Developer agrees that, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township within one (1) year after the date of this Financial Security Agreement and Township has agreed to extend the time for completion beyond the Completion Date as may be necessary for the completion, Developer shall post such additional financial security as directed by Township and in accordance with the provisions of the MPC; and Developer shall continue to provide such additional financial security on each one (1) year anniversary date of this Financial Security Agreement thereafter as so directed by Township, if the Secured Improvements, or any part thereof, are not completed to the satisfaction of Township and Township has agreed to further extend the time for completion beyond the Completion Date, as the same may be previously extended, as such further extension may be necessary for the completion.

(2) Township reserves the right to refuse or limit a request for release of the Financial Security, or to increase or otherwise adjust the amount of the Financial Security on an annual basis, if, in the sole opinion of Township, the balance of the Financial Security is insufficient to complete the Secured Improvements, or to pay any of the other costs, expenses or fees for which the Financial Security has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the Secured Improvements, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

b. Notice of any such additional financial security or of any such increase or other adjustment in the amount of the Financial Security, or any part thereof, shall be given in writing by Township to Developer and Financial Institution, and Developer shall post the amount of the additional financial security, increase or other adjustment within thirty (30) days of the date of such notice.

c. In the event that Developer fails to fully post the additional Financial Security, increase or other adjustment within the said thirty (30) day period, Township, in addition to such other or further rights and remedies as may be available, shall have the right to

(i) withdraw or revoke all building and all other permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, (ii) refrain from issuing new permits of any kind for the Subject Property and/or the Subject Subdivision/Land Development, and (iii) issue one (1) or more stop, cease and desist orders concerning further work upon construction of the Secured Improvements and/or other Improvements. Upon the issuance and delivery of any such stop, cease and desist order, Developer shall cease all further work on the construction of the Secured Improvements and/or other Improvements described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the Financial Security as required herein, the Township shall withdraw the stop, cease and desist order(s), and Developer may resume work on the construction of the Secured Improvements and/or other Improvements, and any building and other permits previously revoked or withdrawn shall be reinstated.

d. Any funds posted or provided under this Section 3 as additional financial security or as increases or other adjustments to the Financial Security shall become part of the Financial Security and fully subject to the terms and conditions of this Financial Security Agreement.

e. Nothing contained in this Section 3 shall obligate Financial Institution to increase the amount of the Financial Security provided by it pursuant to this Agreement.

4. Interim Releases of Funds

a. As the work of the construction of the Secured Improvements satisfactorily proceeds, Township, from time to time upon written request of Developer prior to final release under Section 7 below, shall authorize the release of funds from the Financial Security in accordance with the provisions of the MPC, in such amounts as directed by the Township in writing, but only by and upon the issuance to and receipt by the Financial Institution of a duly executed Certificate of Completion signed by the Township Engineer and the Chairperson of the Board of Supervisors of the Township. The Certificate of Completion shall be in the form substantially as set forth in Exhibit "C" attached to and made fully part of this Financial Security Agreement.

b. Unless Township expressly and affirmatively directs otherwise in and by the said duly executed Certificate of Completion, the following shall apply to every release of funds from the Financial Security requested under this Section 4: (i) ten percent (10%) of the amount of the funds requested for release shall be retained and not released; and (ii) in no event shall the balance of the Financial Security be reduced below one hundred ten percent (110%) of the estimated costs of completing the remaining uncompleted Secured Improvements, as such estimated costs of completion shall be determined or approved by the Township Engineer. The foregoing shall not prohibit the release of such amount of the Financial Security as have been authorized for release pursuant to Section 4.a above.

5. Default

a. If Township determines that any of the Secured Improvements has not been completed fully in accordance with the terms, conditions, and requirements of the Development Agreement or that Developer is otherwise in default of the Development Agreement (including in the event that Developer becomes insolvent, declares bankruptcy, or

ceases work on the Improvements for a period of greater than ninety (90) days without Township approval), and, in either case, such default is not cured within thirty (30) days after Developer's receipt of notice thereof from Township, Developer shall also be in default under this Financial Security Agreement, and Township, in addition to such other or further rights and remedies as may be available, shall have the right to demand and collect payment from the Financial Institution of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the Financial Security, or any part or lesser amount thereof which Township in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure.

b. The following shall apply to such demand and payment:

(1) Developer hereby authorizes the Financial Institution upon such default, without further inquiry being made, to make said payment directly and immediately to Township or its order, and no further authorization, consent and/or approval of or by Developer to or of said payment shall be required.

(2) Township may draw amounts from and under the Financial Security following the performance of any work by or for Township in order to complete the Secured Improvements in accordance with the Development Agreement or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by Township for the completion and/or (ii) bills received by Township for the professional services.

(3) Developer agrees that it shall have no right or standing to prevent or delay any such payment to and/or collection by Township.

(4) Developer hereby remises, releases and forever discharges Financial Institution from any and all liability with respect to honoring any such draws by Township.

(5) In the event of a dispute between Developer and Township, Developer nevertheless agrees that the provisions of Paragraph 5.b(1) above shall continue to apply, and that the provisions of Paragraph 5.b(1) shall not be satisfied by the Financial Institution's payment into court of the amount demanded by Township but shall be satisfied only by the Financial Institution's payment of the demanded amount directly and immediately to Township.

(6) The right of Township to demand payment and collect less than the full undrawn amount of the Financial Security shall not be exhausted by a single exercise thereof, but may be exercised by Township from time to time and at any time without limitation on the number of exercises thereof until the amount of the Financial Security has been fully drawn.

(7) If the costs, expenses and fees, incurred by Township on account of (i) the foregoing completion of Secured Improvements or otherwise curing the default of Developer and (ii) the professional services related thereto, exceed the amount, if any, received by Township from and under the Financial Security, Developer, in addition to such other and further obligations and liabilities imposed upon it under the Development Agreement and otherwise by law, shall be liable to Township for such excess of such costs, expenses and fees.

Developer hereby agrees to pay the full amount of such excess to Township immediately upon demand.

6. Costs, Expenses and Fees

a. If Developer fails to reimburse Township any costs, expenses or fees in accordance with and pursuant to Section 10 of the Development Agreement, Developer shall be in default of this Financial Security Agreement, and Township shall be authorized to collect the amount thereof from and under that part of the Financial Security specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees, in same manner and to the same extent as a default made and provided for under Section 5 of this Financial Security Agreement.

b. Developer shall provide additional Financial Security, in a form acceptable to Township and in the amount by which the Financial Security was reduced by any payment made to Township from the Financial Security under provisions of Subsection 6.a above, within fifteen (15) days after written notice of such reduction in the amount of the Financial Security is sent by Township to Developer. Developer shall also provide Township, to Township's satisfaction and within such fifteen (15) day period, written proof of such additional financial security. The failure of Developer to provide Township, to Township's satisfaction, such additional financial security and written proof thereof within such time shall constitute a default or breach under this Agreement and the Development Agreement, and Developer shall be subject to the provisions governing its default or breach, as set forth in both agreements and/or as otherwise provided by law, including, without limitation, the revocation by Township of all building and other permits issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, the refusal of Township to reinstate any of the same or issue other permits in the future, and/or the issuance by Township of stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the default or breach is properly and fully cured. The additional financial security shall be and constitute financial security fully subject to the terms and conditions of this Financial Security Agreement.

7. Final Release of Financial Security; Termination of Agreement.

a. After all the Secured Improvements have been completed fully in accordance with the Development Agreement to the satisfaction of the Township, and after all the provisions of the Development Agreement and this Financial Security Agreement have been satisfied fully by Developer (including the payment of all costs, expenses and fees for which Developer is responsible under both said agreements), Township shall authorize the Financial Institution in writing to release the balance of the Financial Security. Such release authorized by Township shall be the final release of funds from the Financial Security, and shall further release Developer from and under the Financial Security and this Financial Security Agreement.

b. At and upon the aforesaid Township authorized release of the balance of the Financial Security, this Financial Security Agreement shall terminate without further action of the parties being required.

8. Validity and Enforceability of Financial Security

a. The Financial Security shall be valid, and shall be maintained by Developer in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. During the continuance of this Financial Security Agreement, Developer shall, as may be requested by written notice from Township from time to time or at any time, provide verification and proof to Township concerning the existence, validity and enforceability of the Financial Security. The verification and proof shall be reasonably satisfactory to Township.

c. Developer agrees and hereby authorizes the Financial Institution, during the continuance of this Financial Security Agreement, to release to Township any information as may be reasonably requested from time to time or at any time by Township concerning the financial affairs of Developer relative to this Financial Security Agreement and the Financial Security.

d. If Township determines that, upon the information provided or not provided pursuant to Subsection 8.b above, the financial security requirements of this Agreement and the Development Agreement are not satisfied, or, if Developer otherwise fails to provide and maintain the Financial Security under and in accordance with this Agreement and the Development Agreement, Township shall give Developer written notice to provide the required Financial Security within thirty (30) days after the date of the notice. If Developer fails to so provide the Financial Security to Township's reasonable satisfaction within that time, Township, in addition to other and further rights and remedies as may be available, may revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until the Financial Security is provided to Township's reasonable satisfaction.

e. Developer further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the Financial Institution is, may be or will be unable to honor, provide or maintain the Financial Security for any reason whatsoever in accordance with this Agreement and the Development Agreement (including, but not limited to, the reason that control of the Financial Institution is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), Developer shall, immediately, but in no event later than five (5) business days after making such determination or obtaining such knowledge, give written notice of the same to Township. Within thirty (30) days after either the aforesaid notice is given by Developer or such other time as Township notifies Developer that the Financial Security does not exist to the satisfaction of Township, Developer shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to Township. The failure of Developer to provide such additional or substituted financial security shall allow Township, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the Subject Property and/or the Subject Subdivision/Land Development, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the Secured Improvements and/or other Improvements or any part thereof, until such additional or substituted financial security is provided to Township's satisfaction.

f. Developer agrees that any and all notices authorized to be given under this Agreement from Township to the Financial Institution demanding payment of, from and under the Financial Security shall be valid and enforceable, and shall be honored by the Financial Institution if given to the Financial Institution during the continuance of this Financial Security Agreement and permitted hereunder.

9. Township Non-Responsibility

a. Neither this Financial Security Agreement nor the Development Agreement (including any actions taken by Township in or related to the review, consideration and/or approval of the Plans and Subject Subdivision/Land Development) shall impose, or be construed to impose, any liability, responsibility or obligation on Township for the design, layout, construction, installation, maintenance or upkeep of the Secured Improvements and/or other Improvements, or render Township liable for the costs of any work to be performed under or in connection with the Development Agreement or for any other costs to be incurred under or in connection with this Agreement or the Development Agreement, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon Developer.

10. Financial Institution Non-Responsibility

a. Developer and Township agree that Financial Institution shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the Township.

b. Developer and Township further agree that Financial Institution shall not have any duty or responsibility with respect to the Financial Security other than to comply with the terms of this Agreement and the Development Agreement that apply to the Financial Security and the actions which the Financial Institution is to take or not take with respect to the Financial Security.

c. Developer further agrees that the obligations of the Financial Institution under this Agreement and the Development Agreement, and under and with respect the Financial Security, are for the sole benefit of Township, and shall not be affected, in any way, by any default, action or omission of Developer.

d. Township and Developer further agree and acknowledge that the Financial Institution assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the Improvements and that Financial Institution's liability under this Agreement is limited to the amount of the Financial Security referred to in Section 2.b above, as the same may be reduced from time to time by Township pursuant to Section 4 or Section 7 of this Agreement.

e. It shall be noted that, to the extent that the Financial Institution undertakes any action that would affect the validity of the Financial Security hereunder, the Financial Institution shall provide sixty (60) days' prior notice to the Township and Developer of the same, in which instance the Developer shall be responsible for providing full and complete alternative

Financial Security, failing which the Township has the right, but not the obligation to draw down upon all remaining Financial Security.

11. Charges of Financial Institution

a. Any and all charges made by the Financial Institution for the establishment, creation, administration or termination of the Financial Security and/or for all other actions of the Financial Institution under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of Developer and shall be billed to and paid directly by Developer, and no amount of, from or under the Financial Security may be used by or paid to the Financial Institution for such charges. Developer agrees that Township shall not be liable or otherwise obligated for any of such charges, and Developer hereby agrees to indemnify, protect and defend Township from and against any such charges.

12. Interest

a. If any interest accrues on account of the Financial Security, such interest shall merge with and become part of the funds represented by the Financial Security and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of Developer, and Developer shall be liable for the payment of any income taxes as may be imposed and due on such interest.

13. Insolvency of Developer

a. Developer acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of Developer, the Financial Security and all interest of Developer in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of Developer.

14. Payments, Reductions or Releases of Financial Security

a. It is expressly and specifically understood, covenanted and agreed by Developer that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the Financial Security without the express written consent and instructions of Township, and that the Financial Security shall be maintained by the Financial Institution at all times during the continuance of this Financial Security Agreement in the amounts required herein, less all sums drawn or released therefrom by Township in accordance with the terms hereof. Any violation of this covenant shall render Developer liable for all damages to Township, including, without limitation, all costs, fees and expenses (including, but not limited to, reasonable attorney's fees and costs), which Township is required to pay in order to cure any default or breach by the Developer under the Development Agreement or this Financial Security Agreement because the Financial Security is not maintained and/or funds thereunder are not available or paid upon demand to the Township in order to cure such default or breach.

15. Notices

a. Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in

writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

b. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized overnight express delivery service that guarantees next day delivery and provides a receipt, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective only upon receipt (or refusal by the intended recipient to accept delivery).

16. Miscellaneous

a. Waiver. Neither the failure nor any delay on the part of Township to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against Township unless it is in writing signed by a duly authorized representative of Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations, or liabilities hereunder without the express written consent of Township. Any such assignment or delegation, without such consent, shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to Township at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor owners of lots within, or adjoining, the Subject Property shall

be considered beneficiaries of this Agreement, and, accordingly, shall have no rights hereunder, including, and without limitation, for the completion or maintenance of any Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection 16.b above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made part hereof and the Development Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Financial Security Agreement shall be governed by, and construed and enforced in accordance, with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. All claims arising from this Financial Security Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the United States District Court for the Eastern District of Pennsylvania.

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IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

ATTEST:

Robert F. Lingard

TOWNSHIP:
WESTTOWN TOWNSHIP

By: Michael T. DiDomenico

Title: Vice Chair

Date: 6/4/19

[INTENTIONALLY BLANK – SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:




DEVELOPER:

FAIR SHARE PROPERTIES LP

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

By:

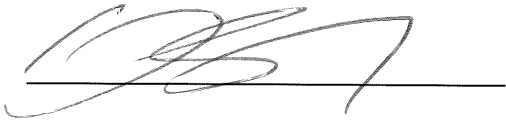


Thomas A. Galbally, Jr., President

Date:

6-5-19

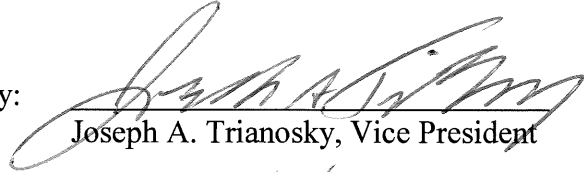
ATTEST:



FINANCIAL INSTITUTION:

MERIDIAN BANK

By:



Joseph A. Trianosky, Vice President

Date:

6/5/19

ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS.

ON THIS, the 4th day of June, 2019, before me, a notary public in and for said County and Commonwealth, personally appeared Michael T. DiDomenico and _____, who acknowledged ^{himself} ~~themselves~~ to be members of the Board of Supervisors of Westtown Township, and that ~~they~~ ^{he}, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Allison Samson, Notary Public
West Chester Boro, Chester County
My Commission Expires April 11, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Allison Samson

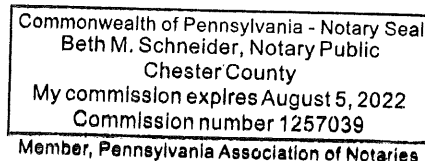
COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS.

ON THIS, the 5th day of June, 2019, before me, a notary public in and for said County and Commonwealth, personally appeared Thomas A. Galbally, Jr. who acknowledged himself to be the President of JJ&L Real Estate Associates, Inc., general partner of Fair Share Properties LP, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Beth M Schneider

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS.



ON THIS, the 5th day of June, 2019, before me, a notary public in and for said County and Commonwealth, personally appeared Joseph A. Trianosky who acknowledged himself to be a Vice President of Meridian Bank and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

Beth M Schneider

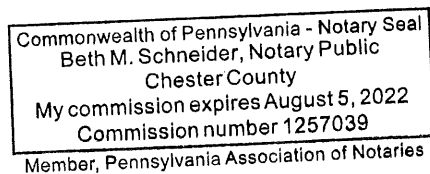


Exhibit “A”

[see attached]

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this ____ day of June, 2019 by and between **WESTTOWN TOWNSHIP** (“Township”) and **FAIR SHARE PROPERTIES LP**, a Pennsylvania limited partnership, with its address at 655 Swedesford Avenue, Malvern, PA 19355, and its assigns and successors in interest (“Developer”).

Background

A. Developer represents that it is the owner of, and has proposed to develop, a tract of land situated in Westtown Township, located at 1074 Wilmington Pike, Westtown Township, Chester County, Pennsylvania, consisting of 3.24 +/- acres, being U.P.I. No. 67-4-23 (“Subject Property”), as and for the Land Development of the Subject Property into a one (1) commercial lot together with walking trail, road improvements, storm water management facilities and other related improvements and/or common amenities proposed or required in, on and/or related to the proposed land development. A legal description of the Subject Property is attached hereto and made a part hereof as Exhibit “A.” The Subject Property is located in the R-3 Residence-Office.

B. The proposed land development of the Subject Property is known as “Arborview Commercial Lot” as is depicted on the Final Subdivision and Land Development Plan dated July 15, 2015, last revised May 18, 2018 (“Plans”).

C. A Conditional Use Approval for the Subject Property was submitted to, and approved by, the Board of Supervisors of the Township on March 2, 2015, subject to numerous conditions as noted on the Plans.

D. On or about July 16, 2018, the Board of Supervisors of the Township granted Preliminary/Final Land Development Approval of the application, subject to certain conditions, including the timely completion of the proposed or required improvements and/or amenities, and the posting of financial security to guarantee said completion, all conditions of which were agreed to by the Developer who hereby confirms said agreement (the “Approvals”).

E. Township and Developer, contemporaneously herewith, have entered into a Financial Security Agreement further providing for the said financial security. The Improvements for which security must be provided, together with the estimated cost of completing such Improvements, are listed on Exhibit “B,” which is attached hereto and made a part hereof.

NOW, THEREFORE, the parties hereunto, in consideration of the premises and the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. Definitions; Interpretation

a. For purposes of this Agreement, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) “Completion Date” shall mean the date specified in Section 2.c of this Agreement on or before which the Improvements shall be completed.

(2) “Financial Institution” shall mean the bonding company or lending institution, approved by Township, with which the Financial Security has been posted or established and/or which issues the Financial Security.

(3) “Financial Security” shall mean the financial security provided for under and in accordance with the provisions of Section 6 of this Agreement and the provisions of the Financial Security Agreement (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefor) and the funds representative thereof and therein.

(4) “Financial Security Agreement” shall mean that certain Financial Security Agreement dated even date herewith, by and between Township and Developer, which agreement is attached hereto and made a part hereof as Exhibit “B.”

(5) “Improvements” shall mean all site improvements shown on or contemplated by the Plans, including, but not limited to, public or private roads or streets, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings or other plantings and landscaping, and/or other improvements or common amenities required by this Agreement and any applicable ordinances or regulations.

(6) “Plans” shall mean that certain Final Land Development Plans, prepared by Inland Designs, dated July 15, 2018, last revised May 18, 2018, consisting of various plan sheets including, without limitation, all notes, statements and other information appearing on the plan, and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the Plans.

(7) “MPC” shall mean the Pennsylvania Municipalities Planning Code, 53 P.S. §10101 et seq., as restated and amended, as the same now exists and hereafter may be further amended.

(8) “Secured Improvements” shall mean all those Improvements for which the Financial Security is provided or to which the Financial Security otherwise relates.

(9) “Subdivision and Land Development Ordinance” shall mean the Subdivision and Land Development Ordinance of the Township as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the Subject Subdivision/Land Development shall be subject to the provisions of §508(4) of the MPC.

(10) "Subject Land Development" shall mean the proposed subdivision and land development of the Subject Property, together with recreation facilities and other related improvements and/or common amenities proposed or required in, on and /or related to the proposed subdivision and land development, including together with driveways, streets, storm water management facilities (servicing the entire development), sanitary sewer improvements and such other Improvements proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the Plans.

(11) "Township Engineer" shall mean the professional engineer(s), licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for the Township and/or engaged by the Township as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this Agreement, which also appear in the Subdivision and Land Development Ordinance or the MPC, shall have the meanings and shall be interpreted herein as under the Subdivision and Land Development Ordinance or MPC.

2. Completion of Secured Improvements

a. The Background section set forth above is incorporated herein by reference thereto.

b. Developer, at its sole expense, shall lay out, construct, install, and/or otherwise complete the Secured Improvements in a good and workmanlike manner in full and strict accordance with and pursuant to the following: (i) the Subdivision and Land Development Ordinance, the Zoning Ordinance, Soil Erosion, Sedimentation and Grading Control Ordinance and Storm Water Management Ordinance (except to the extent of any granted waivers or variances thereof); (ii) the Plans; (iii) the provisions of this Agreement; (iv) PennDOT regulations; (v) all applicable requirements of electric, telephone and other utility companies having jurisdiction; (vi) all other applicable laws, statutes, ordinances, resolutions, rules and regulations of the Township and of other applicable or appropriate governmental authorities and/or agencies having jurisdiction (except to the extent of any granted waivers or variances thereof); and (vii) specifications established by the Township Engineer. In the event of any inconsistency or conflict between or among the provisions of any of the foregoing, those provisions which impose the greater or greatest, as the case may be, restrictions upon the Developer shall prevail and control.

c. The Secured Improvements shall be completed on or before the date occurring one (1) year from the date of this Agreement. Upon written request of Developer and approval of the Township Board of Supervisors, which approval shall not be unreasonably withheld, said completion date may be extended from time to time, provided that (i) Developer's written request is received by the Board of Supervisors not less than sixty (60) days prior to the then-current completion date, and (ii) the Financial Security is also extended so that it continues valid and effective for all purposes thereof to a date occurring at least ninety (90) days after the extended completion date. Such times shall be of the essence.

d. Developer's present address is as set forth on page one of this Agreement. Developer promises to notify the Township, in writing by certified mail, of any change in this address. Developer agrees that notice of any kind or nature, relating to this Agreement or Township ordinances applicable to the Subject Property or its development, mailed to Developer at the above address, or any new address that Developer has given the Township notice of pursuant to this paragraph, shall be valid and effective for all purposes.

e. Before connecting any new sanitary or storm sewers to existing sewer or drainage systems, Developer shall obtain all necessary approvals and permits from the Township and the Commonwealth of Pennsylvania, and Developer shall provide proof of such State approvals and permits to the Township Engineer.

f. There shall be no revision or change to the Plans, as approved, or to any construction detail, requirement, specification or standard therein or required by any Township ordinance (collectively the "Specifications") (except to the extent of any granted waivers or variances thereof), unless the Board of Supervisors first approves such change, except as otherwise provided herein.

(1) Developer shall submit any proposed changes in the approved Plans or any Specifications to the Township Engineer with such drawings, plans and written explanations as shall be required by the Township Engineer for adequate review of the proposed change. All such changes shall be reviewed by and bear the stamp of Developer's engineer.

(2) The Township Engineer may, without approval of the Board of Supervisors, authorize Developer to change construction details, which do not alter either a standard required by any applicable regulations or a condition of final plan approval and which do not make any substantial changes in the final Plans as approved.

(3) All changes directly affecting lots or property not owned by Developer must be approved by the owner(s) of those lots or property.

(4) The Township Engineer shall review any change proposed by Developer and shall provide the Township with an analysis of the change and make a recommendation for action, except that any change of a construction detail which the Township Engineer is permitted to authorize hereunder need not be submitted to the Board of Supervisors for approval. Developer shall not cause any work to be done pursuant to a change in the Plans or Specifications, except a change in a construction detail which the Township Engineer authorizes hereunder, until the Board of Supervisors has first approved the change.

(5) If the Township approves a change in the Plans or Specifications, then Developer agrees to enter into any additional formal agreements with the Township necessary to bring such changes within the scope of this Agreement. No construction or other work shall be done, pursuant to any change in Plans or Specifications, until such changes are incorporated into this Agreement and Developer provides satisfactory Financial Security, which complies with §509 of the MPC and is acceptable to the Township, to guarantee any additional construction costs for additional improvements.

g. Within five (5) days after each Secured Improvement is completed, Developer, by written notice in accordance with the provisions hereof, shall ask the Township Engineer to conduct a final inspection of the Secured Improvement. The Township Engineer, exercising reasonable judgment, will determine if the Secured Improvement complies with the requirements hereof and with all applicable standards (except to the extent of any granted waivers or variances thereof).

h. Developer agrees that if any materials used or any work done in the construction of the Secured Improvements or in otherwise implementing the Plans shall be reasonably rejected or disapproved by the Township Engineer as defective or as not in compliance with the provision hereof or with any applicable standards (except to the extent of any granted waivers or variances thereof), or if the work is done without prior inspection when prior inspection is required hereunder or is necessary to determine compliance with the Plans, Specifications, applicable regulations, or this Agreement, then, if such action is requested by the Township or Township Engineer, said materials and/or work shall be removed and replaced with other approved materials and/or the work shall be done anew, at the sole cost and expense of Developer and subject to inspection by the Township Engineer to determine compliance. Any work covered without an inspection when an inspection is required hereunder shall be uncovered at Developer's expense to permit the Township Engineer to make the inspection if the Township Engineer requests that such action be taken. Developer agrees that the Township Engineer is authorized to require the removal and replacement of any work and/or materials which are not completed in accordance with this Agreement and all applicable standards.

i. In the event the Township Engineer shall find that the provisions for drainage of the site, as designed by Developer, are inadequate and require revisions, or if the drainage facilities and storm water management facilities otherwise prove to be inadequate to protect existing highways, streets and roads or adjoining private or public areas from excess drainage, flooding or silting either because the Plans are inadequate or because of an improper method of development, Developer shall install such additional drainage work or make such corrections as are reasonably necessary.

j. Developer shall be responsible, at its sole cost and expense, for the repair and maintenance of all Secured Improvements during its ownership of the Subject Property; provided, however, that in the case of Secured Improvements which are completed and dedication (or other transfer or assignment) of which is offered to and accepted by Township, Developer shall have such repair and maintenance responsibility until such time as the acceptance of dedication (or other transfer or assignment) is final and effective, and the maintenance bond or other Financial Security is deposited with respect to such dedicated (or otherwise transferred or assigned) Secured Improvements as provided under Section 8 below. For purposes of this subsection, "repair and maintenance of all Secured Improvements" shall mean, without limitation, keeping the Secured Improvements at all times in such condition that the structural integrity and functioning of the same shall be maintained at least in accordance with and/or as contemplated by the design and specifications thereof as shown on the Plans and with respect to Secured Improvements consisting of streets or roads, shall further mean, without limitation, keeping the same at all times free of mud, snow, ice and other impediments or other

obstructions to motor vehicle traffic thereon and thereover, and otherwise in a permanently passable condition by and for motor vehicles.

(1) In the event that Developer is in default of any of its repair and maintenance obligations under this Subsection and such default is not cured within thirty (30) days after Developer's receipt of notice thereof from Township, Township shall have the right, but not the obligation (which right shall be in addition to such other or further rights and remedies as may be available to the Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, and/or the MPC, and/or otherwise at law or in equity) to:

(a) Enter upon the Subject Property and satisfy any of such defaulted repair and maintenance obligation of Developer (provided that any such entry and/or satisfaction shall not be deemed in any manner or to any extent whatsoever as an acceptance by Township of the dedication, transfer or other assignment of the Secured Improvements subject of the default and/or as imposing any responsibility upon Township for the completion, further repair and maintenance, or otherwise, with respect to the Secured Improvements subject of the default); and

(b) In order to pay for the costs, expenses and/or fees incurred by the Township related to the satisfaction of such defaulted obligations, (i) obtain payment to Township, or its order, of all or any part of the Financial Security for such costs, expenses and fees specifically established to guarantee or otherwise cover the payment of such costs, expenses and/or fees, for such costs, expenses, and fees; and/or (ii) institute and prosecute appropriate legal and/or equitable actions or proceedings against Developer (including, but not limited to, confession of judgment) to recover such costs, expenses and/or fees, together with reasonable attorney fees and costs incurred by Township expenses and/or fees, together with reasonable attorney fees and costs incurred by Township for and otherwise related to any such legal and/or equitable action or proceeding.

k. During the course of construction of the Secured Improvements and the construction of Improvements (those not covered by funds which Developer has posted with Township) on the Subject Property, Developer is required to establish and maintain temporary erosion and sedimentation controls ("E&S Controls") which are shown on the Plans. Part of the funds which Developer has posted with the Township includes an estimated cost to establish and maintain such E&S Controls. In the event Developer fails to establish or maintain the E&S Controls in accordance with the Plans, the Township shall provide Developer with written notice of violation and a five (5)-business day period to cure, except in the event of an emergency where a lesser time may be imposed. If Developer fails to cure the default within five (5) business days, or such lesser applicable time in the event of an emergency, the Township is hereby authorized to establish the necessary E&S Controls and use the funds as necessary to pay for the Township costs, including, but not limited to, engineering, reasonable legal and actual administrative costs. The Developer shall be required to restore any expended portion of the funds set aside for E&S Controls to the agreed upon amount, as set forth on the attached schedule. In the event the Developer fails to cure a violation within the prescribed time frame or violates any other aspect of this Agreement, the Developer acknowledges that the Township shall

not be required to issue any building or occupancy permits for the entire development and a cease and desist order for all or a portion of the entire development may be issued by the Township in the discretion of the Township until the violation is cured or the security restored. In instances where the Developer “willfully neglects” to cure the E&S Control default following the expiration of period for cure contained in the notice from the Township, the Township shall have the right to impose a fine of Five Hundred Dollars (\$500) per day. For purposes of this paragraph, “willful neglect” shall mean that Developer fails to respond to two (2) or more notices of violation from the Township, not necessarily from the same lot. If Developer disputes that it willfully neglected to install the necessary E&S Controls, Developer has the right to contest the imposition of the fine by appealing the same to the Chester County Court of Common Pleas. The parties at any time may submit a dispute which arises hereunder to mediation.

3. Conditions to be Met Prior to Commencing Construction of Improvements

a. No building permits shall be issued and no Improvements shall be commenced until:

(1) The Plans, as finally approved, or such portion thereof which is agreed upon by the parties hereto, are recorded according to law; and

(2) This Agreement is duly signed by all parties and delivered to the Township; and

(3) Developer pays to the Township to be held in escrow by the Township as a security deposit (“Security Deposit”) and to be drawn on by the Township to pay for the Township’s costs, including costs of preparing agreements, reviewing and approving plans and Specifications, inspecting construction of the Secured Improvements and removing snow and/or waste material and including any engineering, inspection, legal or other expense incurred by the Township in connection with the preparation, implementation or enforcement of the Plans and/or this Agreement and/or the Financial Security Agreement. The amount of the Security Deposit shall be Fifteen Thousand Dollars (\$15,000.00). If, over the course of the land development the Security Deposit is depleted to an amount below Five Thousand Dollars (\$5,000.00), Developer shall replenish it with an amount to bring the amount of the Security Deposit back to Fifteen Thousand Dollars (\$15,000.00); and

(4) All fees required by any ordinance, resolution or regulation of the Township or this Agreement are paid, including the payment of costs, legal and engineering expenses incurred by the Township for the review of plans, preparation of this Agreement, the Financial Security Agreement, resolutions and other papers reviewed or prepared pursuant to this Agreement; and

(5) Developer has entered into a Financial Security Agreement approved by the Township and, if applicable, also executed by the “Escrow Agent” or “Bank” as defined in the Financial Security Agreement and has provided the Township with Financial Security for the Secured Improvements required hereunder, which security shall meet the

requirements of the MPC, Westtown Township ordinances and this Agreement and be satisfactory to the Township; and

(6) All required third party certificates, licenses, permits or approvals, including but not limited to a highway occupancy permit from PennDOT, have been obtained and are still in effect and satisfactory proof thereof has been provided to the Township; and

(7) All variances or other zoning approvals needed in order to develop the Subject Property as shown on the Plans have been obtained and are still in effect and have not expired and all applicable requirements of the Township's ordinances, resolutions and regulations (except to the extent of any granted waivers or variances thereof) have been met; and

(8) Developer has complied, to the reasonable satisfaction of the Township Engineer, with the requirements set forth in any Township Engineer's report or review letters relating to the development; and

(9) Developer has furnished the required insurance certificates to the Township.

b. Before commencing any work on the Secured Improvements, Developer shall submit the specifications for all materials to be used and all design specifications to the Township Engineer. Developer shall not proceed with any work on the Secured Improvements without first giving notice to the Township Engineer and, when the Township Engineer's inspection is required under this Agreement, arranging with the Township Engineer for such inspection.

4. Obligations of Developer During Construction

a. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other Secured Improvements are subject to inspection by the Township Engineer. At least five (5) days prior to the commencement of each Secured Improvement, Developer shall notify the Township Engineer. Developer shall also notify the Township Engineer at least two (2) days prior to the date when Developer or its contractor or any subcontractor performs any work subject to the inspection by the Township. Developer shall also notify the Township Engineer at least two (2) days prior to commencing each separate paving operation or Secured Improvement and the Township Engineer shall inspect the materials and workmanship used on each such operation.

b. It shall be the obligation of Developer to arrange, in advance, with the Township Engineer for inspection of work as the work progresses. Developer agrees that the Township's personnel shall have reasonable access to the Subject Property at all times.

c. Developer shall bear the cost of and shall reimburse the Township for the cost of all inspections by the Township Engineer and the Township Code Enforcement Officer.

d. Developer shall bear the cost and expense of any relocation, removal or reconstruction of Secured Improvements.

e. Developer agrees to erect, at its expense, all required street lights, street trees, fire hydrants, if any, shown on the Plans, as amended.

f. During the course of construction of the Secured Improvements, Developer will be responsible for proper removal and disposal of all construction debris, waste materials, and trees, shrubs and other organic material from the Subject Property and surrounding areas, whether discarded by it or others employed by it or by persons engaged in the delivery of materials to and/or construction within the Subject Property and/or any other activity pursuant to the Plans. Developer agrees to prevent such waste materials from being buried or burned on the site or deposited, thrown or blown, upon any property adjacent to or within the vicinity of the Subject Property.

g. Developer agrees to provide dumpsters on the site in the size and number as reasonably required by the Township Engineer and/or the Township Code Enforcement Officer.

h. If Developer fails to remove any construction debris or waste materials, including rubbish, cartons and discarded materials, generated by or because of Developer's activities, from the Subject Property or from surrounding areas within seventy-two (72) hours after Developer received written notice from the Township to do so, or immediately if such debris or materials are causing a traffic hazard or other danger to the public health, safety and welfare, then the Township shall have the right but not the obligation to remove said waste materials and to draw, from the Security Deposit created under Section 3.a(3) hereof, the sums necessary to pay to parties who complete such work or to reimburse the Township for the costs of cleaning up the Subject Property and surrounding areas. The Township's exercise of its rights to remove waste materials pursuant to this paragraph shall not obligate the Township to do so in the future.

i. Developer agrees to maintain all streets, roads and parking lots constructed or improved pursuant to the Plans in a clean and safe condition as reasonably determined by the Township Engineer and/or Code Enforcement Officer and free of mud, snow, ices and construction debris. Developer agrees that in the event there is snowfall or ice storm prior to dedication of the roads required by the Plans, upon advance notice to the Developer the Township is authorized, but not required, to plow and/or remove the snow and/or ice on said undedicated roads and the cost of said plowing and/or removal shall be paid promptly by Developer. Any funds held in the Security Deposit may be used by the Township for said purposes. The Township's exercise of its right to remove snow and/or ice pursuant to this paragraph shall not obligate the Township to do so in the future.

j. Developer agrees that it will obtain use and occupancy permits or certificates for each building prior to any occupancy.

k. Developer shall, at all times, release and indemnify and hold the Township, its agents, employees and officials, harmless from any and all expenses and liability arising out of or from or relating to Developer's activities in implementing the Plans and for any and all failures to comply with applicable regulations. Developer agrees to furnish the Township prior to commencement of any work whatsoever a certificate showing that Developer and Developer's general contractor have adequate liability insurance coverage in an amount not less than two million dollars each and each such policy shall name the Township as an additional insured and shall provide that the policies cannot be terminated or not renewed without thirty (30) days prior written notice to the Township. Developer shall keep said coverage in effect until all of the Secured Improvements is completed and approved by the Township and shall continue to furnish to the Township certificates showing continued coverage.

l. Developer agrees to complete all Secured Improvements by the Completion Date, unless the time for completion is extended by the Township in writing. This permission shall not relieve Developer from its obligation to properly complete the Secured Improvements.

m. Developer agrees to be responsible for work at the site and to: (1) reasonably restrict the noise from workmen; (2) cease all work on the site by 7:00 PM on Monday to Friday and by 5:00 PM on weekends, except in cases of emergency or exceptional cases; and (3) not to begin work prior to 7:00 AM on Monday through Friday and 8:00 AM on weekends, except in cases of emergency or exceptional cases.

n. Developer agrees to commence construction of the Secured Improvements within thirty (30) days after the date of this Agreement. Developer further agrees to complete construction of the daycare building shown on the Plans within eighteen (18) months after the date of the issuance of the building permit for said building.

5. Guaranty of Completion of Secured Improvements

a. Developer shall complete all site Secured Improvements in accordance with final approval of the Plans. Developer shall comply with the requirements of the Township Grading Permit to ensure buildings and associated grading and management of stormwater runoff is reasonably in accordance with the approved Plans and present to the Township an as built plan ("as built lot plan") as a condition precedent to the issuance of a use and occupancy permit.

b. Said as-built lot plan shall be prepared by a registered professional land surveyor and certified by a registered professional engineer that the Subject Property is in full conformance with the approved Plans and shall be subject to the review and approval by the Township Engineer.

c. In the event that the Subject Property depicted in the as-built lot plan does not comply with the approved Plans, the registered professional engineer shall identify any specifications that are not conforming therewith. The failure to present a certified as-built lot plan that conforms in all respects with the approved Plans shall render the Developer in default

of the approved Plans and this Agreement. Said default may result in the Township's denial of a use and occupancy permit for the lot(s), in addition to any and all legal and equitable remedies available that may be available to the Township.

d. Developer shall bind its heirs, successors and assigns to the requirements of this Section.

e. This requirement shall be in addition to all other as-built plan submissions that may be set forth in the Subdivision and Land Development Ordinance.

6. Guaranty of Completion of Secured Improvements

a. Developer shall deposit with Township or otherwise establish the Financial Security in accordance with and pursuant to the terms and conditions of this Section 6 and the Financial Security Agreement. Pursuant to §509 of the MPC, the Financial Security shall be deposited or otherwise established in and by the time provided in the Financial Security Agreement. Unless and until the Financial Security is so deposited or otherwise established by Developer, no work towards the completion of any of the Secured Improvements shall be laid out, installed or otherwise commenced, and no building, grading, occupancy or other permit, relating to the erection, placement or occupancy of any of the Secured Improvements or of any buildings or other structures in, on and/or related to the subject subdivisions/land developments, shall be issued by Township.

b. The Financial Security shall provide for and secure to the public, as represented by the Township, the completion, on or before the Completion Date, of the Secured Improvements in accordance with and pursuant to the terms and conditions of this Agreement, and shall further guarantee the performance of the other obligations of Developer under this Agreement and the Financial Security Agreement.

c. The Financial Security shall be of such type as more fully and further provided in and by the Financial Security Agreement.

d. The initial amount of the Financial Security shall be Six Hundred Twenty Thousand, Eight Hundred Fifty-Nine and 83/100 U.S. Dollars (\$620,859.83) which is one hundred and ten percent (110%) of the total cost estimate as set forth in Exhibit "B" attached hereto and made fully part hereof. The amount of the Financial Security shall be subject to such increase, adjustment and reduction as provided in and by the Financial Security Agreement.

7. Dedication (or Other Transfer of Assignment)

a. Developer, at its expense, hereby offers to dedicate (or otherwise transfer or assign as may be appropriate) the following to Township, and with respect to the same hereby agrees to tender to Township deeds of dedication (or other appropriate instruments) containing such provisions and in such form as shall be approved by the Township solicitor:

(1) All portions of the Subject Property, to the extent not heretofore dedicated to the Township, which portions are within the ultimate right-of-way lines of Township Roads, sewer easements, and drainage easements, together with all road and other Secured Improvements (including, without limitation, stormwater management and sewerage facilities) as shall be constructed, installed or otherwise completed in, under, or upon said portions in accordance with and pursuant to the Plans and this Agreement.

b. Township shall not be obligated to accept dedication (or other transfer or assignment) of any or part of the items described in Subsection 7.a above, whether expressly by deed of dedication (or other instrument) or otherwise, unless and until all of the following have been satisfied, at the sole expense of Developer (all of the following also to apply to other of the Secured Improvements, the dedication or other transfer or assignment of which may be offered to Township prior to, on or after the date of this Agreement):

(1) Certification by the Township Engineer that all Secured Improvements (not only those which are or may be dedicated or otherwise transferred or assigned) have been satisfactorily completed fully in accordance with and pursuant to all terms, conditions and requirements of Section 2 above;

(2) Deposit of a maintenance bond or other security, as provided under Section 8 below, with respect to each of the Secured Improvements offered for dedication (or other transfer or assignment);

(3) Compliance with all other or further requirements of the Subdivision and Land Development Ordinance concerning dedication (or other transfer or assignment) and acceptance thereof (except to the extent of any granted waivers or variances thereof);

(4) Advancement and/or reimbursement to Township of and for all costs, expenses and fees as provided under and in accordance with Section 10 below;

(5) Satisfaction of or other compliance with all terms, conditions and requirements under and by which the Board of Supervisors of Township granted final plan approval of the Land Development; and

(6) Submission to Township of a recordable written agreement of Developer in such form and containing such provisions as shall be approved by the Township solicitor, indemnifying, holding harmless and defending Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to: (i) the design, laying out, installation, construction and/or completion of the Secured Improvements which are part of the offer of dedication or other transfer or assignment); and/or (ii) any repair and/or maintenance of such Secured Improvements (or failure thereof), which repair and/or maintenance of such Secured Improvements (or failure thereof) occurs or is alleged to occur, either in whole or in part, prior to the time when Township's acceptance of the offer of dedication (or other transfer or assignment) becomes final and effective.

8. Maintenance Bond or Other Financial Security

a. The maintenance bond or other financial security to be deposited by Developer under Section 7.b(2) above as a condition to Township's acceptance of dedication (or other transfer or assignment) of any of the Secured Improvements offered for dedication (or other transfer or assignment) under Section 7.a (or any other of the Secured Improvements the dedication, or other transfer or assignment, of which may be offered to Township prior to, on or after the date of this Agreement) shall be in accordance with the following:

(1) The form and provisions of the bond or other Financial Security shall be approved by the Township solicitor;

(2) The type of the bond or other Financial Security shall be a type permitted by §509 of the MPC and shall be subject to approval of Township, which approval shall not be unreasonably withheld;

(3) The bond or other Financial Security shall be posted with a bonding company or lending institution chartered by the federal government or the Commonwealth of Pennsylvania, provided said bonding company or lending institution is authorized to conduct such business within the Commonwealth of Pennsylvania;

(4) The bond or other Financial Security shall provide for and secure to the public, as represented by Township, with respect to each of the dedicated (or otherwise transferred or assigned) Secured Improvements, the structural integrity and functioning of each such Secured Improvement, in accordance with the design and specifications thereof as shown on and/or contemplated by the Plans, for a term of eighteen (18) months from the date when the Township's acceptance of dedication (or other transfer or assignment) of each such Secured Improvement becomes final and effective;

(5) The amount of the bond or other Financial Security shall be equal to fifteen percent (15%) of the actual costs of installing, constructing or otherwise completing the dedicated (or otherwise transferred or assigned) Secured Improvements covered by the bond or other financial security, as such amount shall be certified by the Township Engineer in accordance with the Financial Security Agreement;

(6) The bond or other Financial Security shall provide that in the event the structural integrity or functioning of any of the dedicated (or otherwise transferred or assigned) Secured Improvements covered by the bond or other financial security, is not in accordance with the design and specifications of the Plans for the aforesaid eighteen (18)-month term and such deficiency is not cured within thirty (30) days after Developer's receipt of notice thereof from Township, the bonding company or lending institution, which issues or holds the bond or other financial security, shall pay to Township, or its order, from time to time, as Township shall determine and demand, all or part of the amount of the bond or other financial security; and that such payment shall be made by the bonding company or lending institution to Township, or its order, at and upon receipt from Township of a written demand for such payment

(in, to or of which demand the consent, joinder, agreement and/or approval of Developer shall not be required). The bond or the financial security shall further provide that the aforesaid right of Township to payment under the bond or other financial security shall not constitute the exclusive right and/or remedy of Township, but shall be in addition to such other or further rights and/or remedies as may be available to Township under this Agreement, at law, in equity, or otherwise, in the event that the structural integrity or functioning of any of the dedicated (or otherwise transferred or assigned) Secured Improvements is not in accordance with the design and specifications as aforesaid; and that the aggregate payments made to Township, or its order, by the bonding company or lending institution shall not exceed the amount of the bond or other financial security (plus any interest which may be earned on the principal thereof); and

(7) Final release of Developer under and from the bond or other financial security shall be subject to the advancement and/or reimbursement to Township of and for all costs, expenses and fees under and in accordance with Section 10 below.

9. Failure to Complete; Other Default

a. In the event that any of the Secured Improvements is or are not completed fully in accordance with the terms, conditions and requirements of Section 2 above and such failure is not cured within thirty (30) days after Developer's receipt of notice thereof from Township, or in the event that Developer becomes insolvent, declares bankruptcy or ceases work on the Secured Improvements for a period of greater than ninety (90) days, the Township shall have the right, but not the obligation (which right shall be in addition to such other or further rights and remedies, as may be available to Township under this Agreement, the Financial Security Agreement, the Subdivision and Land Development Ordinance, the MPC and/or otherwise at law or in equity), to: (1) enter upon the Subject Property and complete all or part of the Secured Improvements in accordance with the terms, conditions and requirements of Section 2; and (2) obtain payment to it, or its order, of all or any part of the Financial Security and/or to otherwise enforce the Financial Security in order to pay for the costs of such completion and related costs, expenses and fees.

b. If the proceeds of the Financial Security paid to the Township, or its order, are not sufficient or available to pay the costs of fully completing all the incomplete Secured Improvements, together with related costs, expenses and fees, Township, at its option, shall have the right to complete part of the Secured Improvements and to institute appropriate legal and/or equitable actions against Developer to recover monies necessary to complete the remainder of the incomplete Secured Improvements and pay all related costs, expenses and fees, including, but not limited to, the following: (i) the amount that Township shall require to fully complete the Secured Improvements or otherwise fully cure the default; (ii) any other costs, expenses and fees referred to in this Agreement for which Developer is obligated and has not paid and which are past due and/or which have been incurred by Township; (iii) interest, at the then-legal rate on all of the foregoing amounts, costs, expenses and fees accruing either as of the respective payment due dates herein provided or, if no payment due dates are so provided, as of the respective dates on which Township incurs such amounts, costs, expenses or fees; (iv) costs of suit; and (v) reasonable attorneys' fees.

c. In the event that Township exercises its right, but not obligation, to complete all or part of the incomplete Secured Improvements upon the aforesaid default of Developer, there shall be no requirement for the advertisement of public works or for competitive bidding. Any monies paid to Township of, from or under the Financial Security and any proceeds resulting from the aforesaid legal and/or equitable actions against Developer shall be deemed not to be public funds for the purpose of any laws relating to public advertising or solicitation of bids. Township may use any commercially reasonable means to select contractors and/or negotiate prices or costs of material and labor, and Developer hereby ratifies all actions taken by Township in that regard. Township shall have the right, but not the obligation, to use its own employees to complete all or part of the Secured Improvements. Developer shall exonerate, indemnify and hold harmless Township, its officials, officers, employees and agents, of and from any liability, claim, suit or demand of whatever nature or kind arising from, out of or related to any act of Township, or of any official, officer, employee or agent thereof, done or authorized to be done in completing all or part of the Secured Improvements, except to the extent caused by the negligence, willful misconduct, or intentional act or omission of Township or of any official, officer, employee, or agent thereof; and Developer hereby authorizes, ratifies and affirms any act done by Township, or by any official, officer, employee or agent thereof, in furtherance of such competition.

10. Advancement and/or Reimbursement of Expenses

a. Developer shall advance and/or reimburse Township the following as provided in this Section 10:

(1) All costs, expenses and fees incurred by Township in and for the preparation, review, orderly performance and/or enforcement of this Agreement and the Financial Security Agreement. Such costs, expenses and fees shall include, without limitation: reasonable legal expenses and fees of the Township Solicitor; and reasonable expenses and fees of the Township Engineer, and/or any other professional consultant(s) engaged by Township in visiting the site for the purposes of inspection and for the performance of official duties necessarily connected with said inspection purposes.

(2) All costs, expenses and fees incurred by Township of and for necessary legal proceedings in connection with the dedication (or other transfer or assignment) under this Agreement, including, without limitation, reasonable fees of the Township Solicitor, the Township Engineer and/or other professional consultants engaged by Township.

(3) All professional consultant and administrative costs and expenses of or incurred by Township in connection with the subject subdivision/land development at then-prevailing rates.

b. In accordance with §503(1)(i) of the MPC and the Subdivision and Land Development Ordinance, Developer shall reimburse the Township for all outstanding engineering, administrative, legal and other review fees associated with the review of the plans related to Developer's subdivision and land development for the Subject Property, or related to inspections or other work to satisfy the conditions of the approval. Developer shall, within forty-

five (45) days of receipt of any such invoices from the Township or its professional consultants, remit payment to the Township for all reasonable engineering, administrative, legal and other review fees associated with the review of the plans related to Developer's subdivision and land development for the Subject Property. Should Developer wish to dispute any of the above-referenced fees, it must notify the Township and the Township's professional consultant no later than forty-five (45) days after the transmittal of any bill for services and shall identify, with specificity, the basis for the objection to any charge for fees, costs, expenses, etc. The failure of Developer to contest such fees within forty-five (45) days constitutes a waiver of the right to challenge any such fees charged. Should Developer contest any fee, it shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the MPC, 53 P.S. §10510(g)(2) through (5), shall then be utilized to resolve all timely disputed fees. Any balance not paid within such forty-five (45)-day period shall bear interest at the rate of one and one-half percent (1 1/2%) per month.

To the extent that Developer fails to remit payment within forty-five (45) days, the Township may withdraw such amounts from the Security Deposit and shall notify Developer of such withdrawal.

c. In accordance with §510(g) of the MPC and the Subdivision and Land Development Ordinance, Developer shall, within forty-five (45) days of an itemized invoice showing the work performed, reimburse the Township for all outstanding engineering, administrative, legal and other review fees associated with the inspection of improvements related to Developer's subdivision and land development for the subject property and shall, within forty-five (45) days of receipt of any subsequent invoices from the Township or its professional consultants, remit payment to the Township for all reasonable engineering, administrative, legal and other review fees associated with the inspection of improvements related to Developer's subdivision and land development for the Subject Property. Should Developer wish to dispute any of the above-referenced fees, it must notify the Township and the Township's professional consultant no later than forty-five (45) days after the transmittal of any bill for services and shall identify, with specificity, the basis for the objection to any charge for fees, costs, expenses, etc. The failure of Developer to contest such fees within forty-five (45) days constitutes a waiver of the right to challenge any such fees charged. Should Developer contest any fee, it shall nonetheless remit payment of the disputed fees, without prejudice to its position in disputing the same. The procedure set forth in the MPC, 53 P.S. §10510(g)(2) through (5), shall then be utilized to resolve all timely disputed fees. Any balance not paid within such forty-five (45)-day period shall bear interest at the rate of one and one-half percent (1 1/2%) per month.

To the extent that Developer fails to remit payment within forty-five (45) days, the Township may withdraw such amounts from the Security Deposit and shall notify Developer of such withdrawal.

d. It is expressly acknowledged and agreed that Township shall not be obligated hereunder or otherwise to finally release Developer from and under the Financial Security, the Financial Security Agreement, or any other financial security provided pursuant hereto, to accept dedication (or other transfer or assignment) of any of the items under Section 7

hereof, and/or to issue any use and occupancy permit, or any other permit, unless and until all the aforesaid costs, expenses and fees are paid in full.

11. Indemnification

a. Developer hereby agrees to indemnify and save harmless Township, its officials, officers, employees and agents, of, from and against any liability, claim, suit or demand of whatever nature or kind, whether founded or unfounded, arising from, out of or related to the design, laying out, installation, construction, completion, functioning, repair and/or maintenance of (or the failure to repair and/or maintain) the Secured Improvements, together with all cost, fees and expenses (including, but not limited to, reasonable attorney's fees and costs and expert witness fees and costs) as may be incurred by Township in connection with any such liability, claim, suit or demand.

b. The indemnification, save harmless and defense provisions of Subsection 11.a shall not apply to any claims, suits or demands arising from, out of or related to the repair and/or maintenance of (or the failure to repair and/or maintain) any Secured Improvements, the dedication (or other transfer or assignment) of which has been offered to and accepted by Township, which repair and/or maintenance (or the failure thereof) occurs in whole after the time when Township's acceptance of the offer of dedication becomes final and effective.

12. Notices

a. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

b. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified U.S. mail, postage prepaid, return receipt requested; or (iii) nationally recognized overnight express delivery service that guarantees next day delivery and provides a receipt, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective only upon receipt (or refusal by the intended recipient to accept delivery).

13. Miscellaneous

a. Waiver. Neither the failure nor any delay on the part of the Township to exercise any right, remedy, power or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective against Township, unless it is in writing signed by a duly authorized representative of the Township.

b. Assignment; Delegation. Developer shall not assign or delegate any of its rights, powers, privileges, duties, obligations or liabilities hereunder without the express written consent of Township. Any such assignment or delegation without such consent shall be void.

c. Cumulative Rights and Remedies. Any and all rights, powers, privileges and/or remedies granted or accruing to Township under or pursuant to this Agreement and/or the Financial Security Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges and/or remedies as may be now or hereafter available to Township under the Subdivision and Land Development Ordinance and/or the MPC and/or otherwise at law or in equity.

d. Headings. The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. Severability. If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement shall be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. No Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the signatories hereto. Neither contractors of the Developer, nor owners of lots within or adjoining the Subject Property, shall be considered beneficiaries of this Agreement and, accordingly, shall have no rights hereunder, *inter alia* and without limitation, for the completion or maintenance of any Secured Improvements, or for the use, increase, decrease or modification of any Financial Security for any purposes whatsoever.

g. Binding Effect. Subject to Subsection b. above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

h. Entire Agreement; Amendment. This Agreement, together with the exhibits attached hereto and made a part hereof and the Financial Security Agreement, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

i. Governing Law & Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws and principles. All claims arising from this Agreement shall be the exclusive jurisdiction of the Chester County Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania.

[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

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

ATTEST:

TOWNSHIP:
WESTTOWN TOWNSHIP

Robert R. Singer

By: Michael T. DiDomenico

Title: Vice Chair

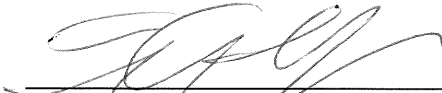
Date: 6/4/19

[INTENTIONALLY BLANK – SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:



DEVELOPER:
FAIR SHARE PROPERTIES LP
By: JJ&L Real Estate Associates, Inc.,
its general partner

By: 

Thomas A. Galbally, Jr., President

Date: 6-5-19

EXHIBIT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

ALL THAT CERTAIN parcel of land, SITUATE in Westtown Township, Chester County, Pennsylvania, being shown as Lot 36 on Subdivision Plan for Greenstone Dev. Corp., dated February 27, 2004 and last revised February 5, 2005 by Chester Valley Engineers, Inc., Paoli, Pennsylvania, and being more fully described as follows:

BEGINNING the northerly corner thereof, at the intersection of the common line between Lot 36 and lands now or late of the West Chester Area School District with the westerly Required Right of Way Line of Wilmington Pike - U.S. Routes 322 & 202, said right of way line being parallel with and 60 feet westerly from the title line in said road; thence from the point of beginning, along said right of way line, the following three (3) courses and distances: (1) South 22 degrees 56 minutes 38 seconds East 36.58 feet to a point of curvature; (2) along a curve to the right having a radius of 11,399.19 feet, an arc length of 570.06 feet, and a chord bearing South 21 degrees 30 minutes 41 seconds East 570.00 feet to a point of tangency; (3) South 20 degrees 04 minutes 43 seconds East 161.14 feet to a point of curvature of a radius return curve forming the intersection of the said right of way line with the northerly Required Right of Way Line of West Pleasant Grove Road - T-434, said right of way line being parallel with and 30 feet northerly from the title line in said road; thence along said right of way line, the following two (2) courses and distances: (1) along said radius return curve to right having a radius of 25.00 feet, an arc length of 39.35 feet, and a chord bearing South 25 degrees 00 minutes 47 seconds West 35.41 feet to a point of tangency; (2) South 70 degrees 06 minutes 18 seconds West 147.77 feet to a point of cusp on the southeasterly right of way line of an unnamed 60 feet wide future right of way to be dedicated to Westtown Township; thence along said right of way line, the following four (4) courses and distances: (1) along a curve to the left having a radius of 220.00 feet, an arc length of 296.78 feet, and a chord bearing North 13 degrees 44 minutes 53 seconds West 274.78 feet to a point of tangency; (2) North 52 degrees 23 minutes 38 seconds West 125.36 feet to a point of curvature; (3) along a curve to the right having a radius of 125.00 feet, an arc length of 70.27 feet, and a chord bearing North 36 degrees 17 minutes 19 seconds West 69.35 feet to a point of tangency; (4) North 20 degrees 11 minutes 00 seconds West 345.99 feet to a point on line of the aforesaid lands of the West Chester Area School District; thence along said lands, North 69 degrees 49 minutes 00 seconds East 213.48 feet to the point of beginning.

CONTAINING 3.295 acres of land, be the same more or less.

BEING part of the same premises which Ruth S. Orvis, Executrix under the Last Will and Testament of Jessie I. Schlaanstine, Deceased, by Indenture dated December 21, 1996 and recorded in the Recorder of Deeds, in and for the County of Chester, aforesaid, in Record Book 4125 page 562 &c., granted and conveyed unto Ruth S. Orvis, Stephen F. Orvis, Lynda S. Delallo and John F. Orvis, in fee.

BEING part of UPI #67-4-23.

EXHIBIT "B"
FINANCIAL SECURITY AGREEMENT

[attached hereto]

Ducklings Daycare - Site Improvements

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT COST	UNIT TOTAL	TOTAL PAST RELEASES		CURRENT ESTIMATE		TOTAL RELEASED TO DATE		TOTAL REMAINING	
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1.0	DEMO												
1.1	MOBILIZATION	1	LS	\$3,700.00	\$3,700.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,700.00
1.2	CLEARING AND GRUBBING	1	LS	\$6,000.00	\$6,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,000.00
2.0	EARTHWORK												
2.1	CONSTRUCTION LAYOUT	1	LS	\$3,700.00	\$3,700.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,700.00
2.2	TOPSOIL - STRIP AND STOCKPILE ON SITE	494	CY	\$2.50	\$1,235.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,235.00
2.3	TOPSOIL - REMOVE TO BORROW PIT	2010	CY	\$2.50	\$5,025.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$5,025.00
2.4	TOPSOIL - STRIP AND TOPSOIL ON SITE FOR REUSE	1725	CY	\$2.50	\$4,312.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$4,312.50
2.5	CUT TO FILL	6870	CY	\$3.00	\$20,610.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$20,610.00
2.6	TOPSOIL RESPREAD	703	CY	\$11.00	\$7,733.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$7,733.00
2.7	GRADING	131571	SF	\$0.08	\$10,525.68	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$10,525.68
3	EROSION CONTROL												
3.1	CONSTRUCTION ENTRANCE	1	EA	\$1,200.00	\$1,200.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,200.00
3.2	TREE PROTECTION FENCE	199	LF	\$1.40	\$278.60	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$278.60
3.3	12" SILT SOCK	53	LF	\$5.25	\$278.25	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$278.25
3.4	24" SILT SOCK	68	LF	\$14.50	\$986.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$986.00
3.5	INLET PROTECTION	8	EA	\$91.00	\$728.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$728.00
3.6	TEMPORARY AND PERMANENT SEEDING AND MATTING	1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$5,000.00
4	STORMWATER MANAGEMENT												
4.1	CONCRETE TYPE 'C' INLET BOX	4	EA	\$3,000.00	\$12,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$12,000.00
4.2	CONCRETE TYPE 'M' INLET BOX	1	EA	\$3,000.00	\$3,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,000.00
4.3	PRECAST MANHOLE	1	EA	\$2,000.00	\$2,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,000.00
4.4	15" HDPE PIPE W/ STONE BEDDING, 1' STONE BACKFILL AND S	406	LF	\$64.00	\$25,984.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$25,984.00
4.5	6" PVC SDR35, W/ STONE BEDDING, 1' STONE BACKFILL AND S	47	LF	\$40.00	\$1,880.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,880.00
4.6	RECHARGE BED A (INCLUDING STRUCTURES)	1	LS	\$50,000.00	\$50,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$50,000.00
4.7	RECHARGE BED B (INCLUDING STRUCTURES)	1	LS	\$55,000.00	\$55,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$55,000.00
4.8	CONNECTION TO EXISTING	1	LS	\$3,800.00	\$3,800.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,800.00
4.9	RAIN GARDEN	1	LS	\$12,000.00	\$12,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$12,000.00
5	Paving												
5.1	PARKING LOT PAVING (6" STONE, 4" BINDER, 1.5" WEARING)	6064	SY	\$40.00	\$242,560.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$242,560.00
5.2	PAVEMENT RESTORATION TO CONNECT TO ROAD	1	LS	\$2,500.00	\$2,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,500.00
5.3	EMERGENCY ACCESS ROAD - 6" 2A SAND	1537	SF	\$2.00	\$3,074.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,074.00
5.4	EMERGENCY ACCESS ROAD - PAVERS	190	SY	\$60.00	\$11,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$11,400.00
6	CONCRETE												
6.1	8" CONCRETE CURB	2747	LF	\$18.00	\$49,446.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$49,446.00
6.2	CONCRETE SIDEWALK W/ 4" 2A STONE	754	SF	\$8.00	\$6,032.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,032.00
7	ONSITE SIGNS & STRIPING												
7.1	SIGNAGE AND PAVEMENT MARKINGS	1	LS	\$2,800.00	\$2,800.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,800.00
7.2	BOLLARDS	2	EA	\$615.00	\$1,230.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,230.00
8	SURVEY												
8.1	CONCRETE MONUMENTS	4	EA	\$250.00	\$1,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,000.00
8.2	IRON PINS	8	EA	\$175.00	\$1,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,400.00
8.3	AS-BUILT SURVEY	1	LS	\$6,000.00	\$6,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,000.00
					\$564,418.03		\$0.00		\$0.00		\$0.00		\$564,418.03
					\$28,220.90		\$0.00		\$0.00		\$0.00		\$28,220.90
					\$56,441.80		\$0.00		\$0.00		\$0.00		\$56,441.80
BY: CEDARVILLE Engineering Group, LLC					TOTAL CONSTRUCTION COST		\$649,080.73		\$0.00		\$0.00		\$649,080.73
					CURRENT ESTIMATE		\$0.00		\$0.00		\$0.00		\$649,080.73
									COMPLETED TO DATE		\$0.00		

Construction Escrow - Ducklings Daycare
 WESTTOWN TOWNSHIP, CHESTER COUNTY
 JOB NUMBER: WTT-18-188

CEDARVILLE ENGINEERING GROUP, LLC
 159 E. High Street, Suite 500
 Pottstown, PA 19464

RELEASE NO.:

DATE: May 24, 2019
 Revised:

Ducklings Daycare - Site Improvements

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT COST	UNIT TOTAL	TOTAL PAST RELEASES		CURRENT ESTIMATE		TOTAL RELEASED TO DATE		TOTAL REMAINING	
						QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
RECOMMENDED FOR RELEASE: _____										PREVIOUS RELEASES			
CEDARVILLE Engineering Group, LLC						DATE				RELEASE		\$0.00	
												\$0.00	

EXHIBIT "B"

ACKNOWLEDGMENT AND VERIFICATION

THE UNDERSIGNED BANK, by duly authorized officer or other representative and intending to be legally bound, hereby acknowledges, verifies and agrees:

1. **THAT** the Undersigned is the entity referred to as the "Financial Institution" in that certain Financial Security Agreement, dated June 5, 2019 (the "Financial Security Agreement") and that certain Development Agreement, of the same date (the "Development Agreement") both between Westtown Township, Chester County (the "Township") and Fair Share Properties LP (the "Developer"), with respect to the "Arborview Commercial Lot" Subdivision and Land Development, as shown on the plan recorded in the Office of the Recorder of Deeds in and for Chester County PA at Plan # _____.

2. **THAT**, as of the date hereof, financial security in the form of a restricted loan account, in the amount of Six Hundred Twenty Thousand, Eight Hundred Fifty-Nine and 83/100 U.S. Dollars (\$620,859.83), has been duly established with the Undersigned by the Developer, and is being held by the Undersigned for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

3. **THAT** the Financial Security has been established in a restricted loan account, and that the Financial Security is being restricted on behalf of the Township as the Financial Security for a portion of the Secured Improvements.

4. **THAT** the above restricted loan account is the financial security referred to as the "Financial Security" in the Financial Security Agreement and the Development Agreement.

5. **THAT**, except as provided in and by the Financial Security Agreement or as may be otherwise consented to and approved and directed by the Board of Supervisors of the Township in and by a writing signed by the Chairperson of the Board of Supervisors, (i) no withdrawals shall be made from the Financial Security, (ii) the Financial Security shall not be terminated or closed or expired, unless in conformity with paragraph 2.d of the Financial Security Agreement, and (iii) the balance of funds in the Financial Security shall be fully available to the Township for use under, for purposes of and in accordance with the Financial Security Agreement and the Development Agreement.

6. **THAT** a notation appears on the records of the Undersigned setting forth the substance of Paragraph 5 above.

7. **THAT** the Financial Security has been duly established and will be maintained by the Undersigned to comply with the Financial Security Agreement and the Development Agreement, copies of which Agreements have been reviewed, received and if required, executed, by the Undersigned.

8. **THAT** the Undersigned will otherwise comply with the terms of the Financial Security Agreement and the Development Agreement to the extent that said terms apply to: (i) the Financial Security referred to in the Financial Security Agreement and the Development

Agreement; and (ii) the actions which the Undersigned, as the Financial Institution referred to in the Financial Security Agreement and the Development Agreement, is to take or not take with respect to such Financial Security.

9. **THAT** the establishment, maintenance and use of the Financial Security for purposes of and in accordance with the Financial Security Agreement and the Development Agreement do not violate any of federal, state or other laws or regulations applicable to the Undersigned.

10. **THAT** the Undersigned shall not assign or delegate any of its duties or obligations under this Acknowledgment and Verification or otherwise, as the Financial Institution under the Financial Security Agreement and the Development Agreement, without the express written consent of Township, except that such restriction shall not apply to an assignment of this Agreement pursuant a sale and transfer of all or substantially all of its assets, including the Financial Institution's loan to Developer being used to fund the Financial Security, or a transfer by operation of law of such assets by merger or similar business combination.

11. **THAT**, subject to Paragraph 10 above, the duties and obligations of the Undersigned, under this Acknowledgment and Verification or otherwise as the Financial Institution under the Financial Security Agreement and the Development Agreement, shall be binding upon the successors and assigns of the Undersigned.

**Financial Institution:
MERIDIAN BANK**

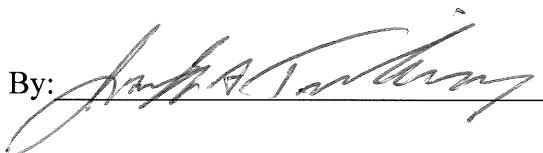
Attest:



CHRISTINE S. KORMAN
Printed Name

Attest
Printed Title

Date: 6/15/19

By: 

Joseph A. Trianosky
Printed Name

Vice President
Printed Title

EXHIBIT "C"

**CERTIFICATE OF COMPLETION AND
AUTHORIZATION OF REDUCTION AND RELEASE
NO. _____**

WE, THE UNDERSIGNED, HEREBY:

A. CERTIFY that the work and improvements, described hereinbelow, completion of which is provided under and by that certain Development Agreement between Westtown Township, Chester County ("Township") and Fair Share Properties LP, ("Developer"), dated June __, 2019, concerning the construction, installation and completion of improvements in the "Arborview Commercial Lot" Subdivision and Land Development, **HAVE BEEN COMPLETED TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM I BELOW;** and

B. AUTHORIZE Meridian Bank, pursuant to the Development Agreement and related Financial Security Agreement of the same date, **TO REDUCE** the Financial Security, in the nature of a restricted loan account provided and held with said Bank to guaranty, among other things, the completion of said work and improvements, **TO THE EXTENT OF THE AMOUNT INDICATED IN ITEM III BELOW,** and **TO RELEASE SAID AMOUNT OF REDUCTION FROM AND UNDER THE TERMS AND CONDITIONS OF THE FINANCIAL SECURITY AGREEMENT.**

THE REDUCTION AND RELEASE of the amount of the Financial Security hereby authorized shall not be construed, in any manner or extent, as an acceptance by Township of the work and improvements described hereinbelow (or of any other work performed or any improvements installed or constructed), nor shall this Certificate and Authorization constitute any waiver by Township of its rights to inspect and approve the work and improvements described hereinbelow (or any other work performed and improvements installed and constructed). Township hereby reserves the right to re-inspect the work and improvements (as well as any other work and improvements) and to require Developer to correct, repair or demolish and to properly reconstruct any and all defective and deficient work and improvements not accepted and approved by Township.

THE FOLLOWING WORK AND Improvements are the subject of this Certificate and Authorization: *(See attached letter and invoice.)*

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

THE REDUCTION AND RELEASE of the financial security authorized by this Certificate and Authorization have been determined as follows:

I. COST OF COMPLETED WORK AND Improvements	\$ _____
II. <i>less</i> AMOUNT OF RETAINAGE (10%)	\$ _____
III. AMOUNT OF REDUCTION AND RELEASE	\$ _____

Date

Township Engineer

Date

**Chairperson,
Westtown Township
Board of Supervisors**



June 12, 2020

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

RE: **Bid Tabulation and Recommendation**
Westtown Township 2020 Road Program
Westtown Township
WTT-20-125

Dear Mr. Pingar,

Five (5) bids were received via the PennBid Ebidexchange portal for the Westtown Township 2020 Road Program. CEDARVILLE Engineering Group, LLC (CEG) has reviewed and tabulated the bids opened on June 8, 2020. The bid tabulation is attached for your reference.

Information submitted by Joseph E. Sucher & Sons, Inc. was evaluated by CEG and found to not be in compliance with the Contract Documents for the project. As part of the bid, the bidder was required to submit verification of PennDOT Prequalification however the documentation submitted, and further investigation through PennDOT's systems confirm that they are no longer a PennDOT Prequalified Contractor. This matter has been discussed with the Township Solicitor who concurs with this conclusion. A copy of the submitted bid documents are enclosed for your files.

Information submitted by Innovative Construction Services, Inc. (Inncon), the second lowest bidder, was evaluated by CEG to confirm that all the required information was submitted with this bid. A copy of the submitted bid documents are enclosed for your files.

CEG has determined that Inncon is the lowest responsible bidder and recommends that the Board of Supervisors consider award of this bid to Inncon at a total Base Bid price of **\$763,508.65**, Add Alternate #1 price of **\$67,499.00**, and Add Alternate #2 price of **\$75,817.00**.

Please forward this report to the Board of Supervisors for their review and consideration, and do not hesitate to contact me if you have any questions.

Best Regards,
CEDARVILLE Engineering Group, LLC

Kyle R. Turner, P.E.
Project Engineer

Enclosures

cc: Mark Gross, Westtown Township Public Works Director
Pam Coleman, Westtown Township Executive Secretary
Robert Flinchbaugh, P.E., CEDARVILLE Engineering Group, LLC

CEDARVILLE Engineering Group, LLC
159 E. High Street, Suite 500
Pottstown, PA 19464

P: 610-705-4500
F: 610-705-4900
www.cedarvilleeg.com



Bid Tabulation: Westtown Township 2020 Road Program

				Joseph E. Sucher and Sons, Inc		Innovative Construction Services		Glasgow, Inc		Highway Materials, Inc		Road-Con, Inc	
Item	Description	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Milling of Bituminous Pavement, 1.5" Depth	SY	45,054	\$2.20	\$99,118.80	\$2.40	\$108,129.60	\$2.50	\$112,635.00	\$2.25	\$101,371.50	\$2.55	\$114,887.70
2	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to a compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	298	\$87.50	\$26,075.00	\$99.00	\$29,502.00	\$149.50	\$44,551.00	\$101.50	\$30,247.00	\$135.00	\$40,230.00
3	Superpave Asphalt Mixture 25mm Bituminous Base Course, placed to a compacted depth of 4 inches. Includes removal of bituminous pavement to subbase.	Ton	877	\$99.42	\$87,191.34	\$83.00	\$72,791.00	\$115.00	\$100,855.00	\$91.00	\$79,807.00	\$153.00	\$134,181.00
4	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	531	\$72.00	\$38,232.00	\$82.00	\$43,542.00	\$85.00	\$45,135.00	\$78.75	\$41,816.25	\$93.00	\$49,383.00
5	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches.	SY	45,054	\$6.78	\$305,466.12	\$8.10	\$364,937.40	\$7.00	\$315,378.00	\$7.60	\$342,410.40	\$8.65	\$389,717.10
6	Concrete Gutter Curb Replacement	LF	1,361	\$75.00	\$102,075.00	\$68.00	\$92,548.00	\$87.00	\$118,407.00	\$128.80	\$175,296.80	\$110.00	\$149,710.00
7	Replace Existing Inlet Top, old inlet grate returned to Township.	EA	1	\$1,850.00	\$1,850.00	\$1,850.00	\$1,850.00	\$1,250.00	\$1,250.00	\$2,530.00	\$2,530.00	\$1,900.00	\$1,900.00
8	Inlet Repair	EA	3	\$2,200.00	\$6,600.00	\$950.00	\$2,850.00	\$919.50	\$2,758.50	\$1,225.00	\$3,675.00	\$750.00	\$2,250.00
9	Sanitary Sewer Manhole Frame and Lid Replacement. New Lid and Frame Provided by Township, old lid and frame returned to Township	EA	10	\$900.00	\$9,000.00	\$650.00	\$6,500.00	\$935.00	\$9,350.00	\$1,100.00	\$11,000.00	\$500.00	\$5,000.00
10	4" Double Yellow Paint Centerline	LF	12,926	\$0.72	\$9,306.72	\$0.40	\$5,170.40	\$0.64	\$8,272.64	\$0.65	\$8,401.90	\$0.65	\$8,401.90
11	4" Single White Paint Line	LF	21,913	\$0.36	\$7,888.68	\$0.25	\$5,478.25	\$0.32	\$7,012.16	\$0.35	\$7,669.55	\$0.35	\$7,669.55
12	24" White Thermoplastic	LF	616	\$12.00	\$7,392.00	\$5.50	\$3,388.00	\$7.38	\$4,546.08	\$10.75	\$6,622.00	\$11.00	\$6,776.00
13	24" Yellow Thermoplastic	LF	654	\$12.00	\$7,848.00	\$5.50	\$3,597.00	\$7.38	\$4,826.52	\$10.75	\$7,030.50	\$11.00	\$7,194.00
14	Hot Thermoplastic Legend Right Turn Arrow and "Only" Wording	EA	4	\$550.00	\$2,200.00	\$350.00	\$1,400.00	\$428.00	\$1,712.00	\$505.00	\$2,020.00	\$500.00	\$2,000.00
15	Hot Thermoplastic Legend Left Turn Arrow and "Only" Wording	EA	4	\$550.00	\$2,200.00	\$350.00	\$1,400.00	\$428.00	\$1,712.00	\$505.00	\$2,020.00	\$500.00	\$2,000.00
16	Core into Existing Inlet	EA	1	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$2,675.00	\$2,675.00	\$500.00	\$500.00	\$2,750.00	\$2,750.00
17	15" HDPE Pipe, including excavation, 20 feet of Combination Storm Sewer/Underdrain, backfill and regrading.	LF	205	\$110.00	\$22,550.00	\$75.00	\$15,375.00	\$75.00	\$15,375.00	\$95.00	\$19,475.00	\$110.00	\$22,550.00
18	Installation of new 2'x4' Perforated Inlet Box with Type M Top. Includes excavation, geotextile fabric, and backfill.	EA	1	\$4,500.00	\$4,500.00	\$3,850.00	\$3,850.00	\$2,300.00	\$2,300.00	\$4,100.00	\$4,100.00	\$5,175.00	\$5,175.00
Total Base Bid				\$741,293.66		\$763,508.65		\$798,750.90		\$845,992.90		\$951,775.25	

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):
Innovative Construction Services, Inc.
PO Box 262
Folcroft, PA 19032

SURETY (Name, and Address of Principal Place of Business):
Hudson Insurance Company
707 Philadelphia Pike
Wilmington, DE 19809

OWNER (Name and Address):
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

BID
Bid Due Date: June 8, 2020
Description (Project Name— Include Location): 2020 Road Program

BOND
Bond Number: HUD6820
Date: June 8, 2020
Penal sum Ten percent of total amount bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Innovative Construction Services, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
Hudson Insurance Company (Seal)
Surety's Name and Corporate Seal

By: *Richard Somers*
Signature

By: *Gina M. Semonelle*
Signature (Attach Power of Attorney)

Richard Somers
Print Name
President
Title

Gina M. Semonelle
Print Name
Attorney-in-Fact
Title

Attest: *[Signature]*
Signature

Title Witness

Attest: *[Signature]*
Signature

Title Witness for Surety

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONSENT OF SURETY

We, the undersigned surety,

Hudson Insurance Company

a corporation organized and existing under the State of DELAWARE
are hereby authorized to do business in the State of PA
do hereby consent and agree with

Westtown Township

that if the foregoing proposal of Innovative Construction Services, Inc.

for 2020 Road Program

be accepted and the contract timely awarded and executed by the
Obligee and Principal, that we will, as surety, upon its being so
awarded and entered into, become surety for the said project in the
sum not to exceed 100% for the faithful performance of said contract.

Signed and sealed: June 8, 2020

Hudson Insurance Company

By: Gina M. Semonelle
Gina M. Semonelle, Attorney-in-Fact





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Richard G. Anderson, Joseph T. Catania, Gina M. Semonelle,
Denise A. Medlar and Mary L. Lawrence

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

Attest.....
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

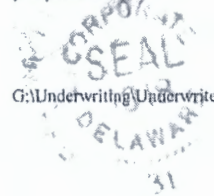
THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 8th day of June, 20 20
(Corporate seal)



By.....
Dina Daskalakis, Corporate Secretary

BID FORM

Westtown Township 2020 Road Program

Contract 1 – General Construction

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any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

SCHEDULE OF PRICES

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Milling of Bituminous Pavement, 1.5" Depth	SY	45054	2.40	108,129.60
2	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to a compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	298	99.00	29,502.00
3	Superpave Asphalt Mixture 25mm Bituminous Base Course, placed to a compacted depth of 4 inches. Includes removal of bituminous pavement to subbase.	Ton	877	83.00	72,791.00
4	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	531	82.00	43,542.00
5	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches.	SY	45054	8.10	364,937.40
6	Concrete Gutter Curb Replacement	LF	1361	68.00	92,548.00
7	Replace Existing Inlet Top, old inlet grate returned to Township.	EA	1	1,850.00	1,850.00
8	Inlet Repair	EA	3	950.00	2,850.00
9	Sanitary Sewer Manhole Frame and Lid Replacement. New Lid and Frame Provided by Township, old lid and frame returned to Township	EA	10	650.00	6,500.00
10	4" Double Yellow Paint Centerline	LF	12926	.40	5,171.40
11	4" Single White Paint Line	LF	21913	.25	5,478.25
12	24" White Thermoplastic	LF	616	5.50	3,388.00
13	24" Yellow Thermoplastic	LF	654	5.50	3,597.00
14	Hot Thermoplastic Legend Right Turn Arrow and "Only" Wording	EA	4	350.00	1,400.00
15	Hot Thermoplastic Legend Left Turn Arrow and "Only" Wording	EA	4	350.00	1,400.00
16	Core into Existing Inlet	EA	1	1,200.00	1,200.00
17	15" HDPE Pipe, including excavation, 20 feet of Combination Storm Sewer/Underdrain, backfill and regrading.	LF	205	75.00	15,375.00
18	Installation of new 2'x4' Perforated Inlet Box with Type M Top. Includes excavation, geotextile fabric, and backfill.	EA	1	3,850.00	3,850.00

The following items of Work are ADD ALTERNATE items. These items are listed as part of the scope of work for this project, however the award of these items shall be at the sole discretion of the Owner. If awarded, the Engineer shall notify the Contractors in writing at the time of Award. The ADD ALTERNATE items are included in the Total Bid Price. They will be used in determining the low bidder and awarding the Contract.

ADD ALTERNATE #1 – LAKE DRIVE

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
19.	Milling of Bituminous Pavement, 1.5" Depth	SY	3910.0	2.40	9,384.00
20.	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to an estimated compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	176.0	99.00	17,242.00
21.	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	110.0	82.00	9,020.00
22.	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches	SY	3910	8.10	31,671.00

ADD ALTERNATE #2 – WINDY KNOLL ROAD

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
23.	Milling of Bituminous Pavement, 1.5" Depth	SY	4182.0	2.40	10,036.80
24.	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to an estimated compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	94.0	99.00	9,306.00
25.	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	60.0	82.00	4,920.00
26.	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches	SY	4182.0	8.10	33,874.20
27.	Concrete Gutter Curb Replacement	LF	260	68.00	17,680.00

The following items of Work are EXTRA items. They are not part of the scope of work for this project as described on the plans and specifications. They shall only be provided by the Contractor and paid the Owner if so directed in writing by the Engineer. The EXTRA Work items are included in the Total Bid Price. They will be used in determining the low bidder and awarding the Contract.

	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28.	Unclassified Excavation Roadbed Materials	CY	50	65.00	\$ 3,250.00
29.	PennDOT 2A Subbase - 6 inches	Ton	60	35.00	\$ 2,100.00

Total of All Lump Sum and Unit Price Items 1 through 27 equals the Total Bid Price \$ 763,509.65

Seven Hundred Sixty-Three Thousand, Five Hundred Nine Dollars and Sixty-Five Cents
 Total Amount of Bid in written words

The Contract will be awarded to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word "complete" or "in place" in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, excavation (regardless of material encountered), backfill, restoration, reseeding and incidental work necessary to complete the item.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; if Bid Bond use only the two page form included with the Bidding Documents;
 - B. Noncollusion Affidavit;
 - C. Required Bidder Qualification Statement with supporting data; and
 - D. Public Works Verification Form – Act 127
 - E. PennDOT Pre-qualification Documentation.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____ Innovative Construction Services, Inc. _____

By:
[Signature] _____  _____

[Printed name] _____ Richard Somers, President _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____  _____

[Printed name] _____ Robert Pryzwara _____

Title: _____ Witness _____

Submittal Date: _____ June 8, 2020 _____

Address for giving notices:

_____ 1851 Maple Avenue _____

_____ PO Box 262 _____

_____ Folcroft, PA 19032-0262 _____

Telephone Number: _____ 610-522-2221 _____

Fax Number: _____ 610-522-2229 _____

Contact Name and e-mail address: _____ Richard Somers: r.somers@inncon.com _____

Bidder's License No.: _____ PA DOT B.P. I.D. 002789 _____
(where applicable)

++ END OF BID FORM ++



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date June 8, 2020

Business or Organization Name (Employer) Innovative Construction Services, Inc.

Address PO Box 262

City Folcroft State PA Zip Code 19032

Contractor Subcontractor (check one)

Contracting Public Body Westtown Township

Contract/Project No 2020 Road Program

Project Description Resurface Various Roadways

Project Location Various - Westtown Township

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Richard Somers, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.


Authorized Representative Signature

NONCOLLUSION AFFIDAVIT

Westtown Township
Contract/Bid No. 2020 Road Program

State of Pennsylvania :

§

County of Delaware :

I state that I am _____ president _____ of
(Title)

Innovative Construction Services, Inc.
(Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ Innovative Construction Services, Inc. _____, its affiliates,
(Name of my firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ Innovative Construction Services, Inc. _____ understands
(Name of my firm)

and acknowledges that the above representations are material and important, and will be relied on by _____ Westtown Township _____, in awarding the
(Name of public entity)

contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from
Westtown Township
(Name of public entity)

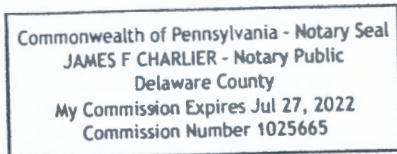
of the true facts relating to submission of bids for this contract.

Richard Somers
(Name and Company Position)
Richard Somers, PResident

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 5TH
DAY OF June,
20 20

James F Charlier
Notary Public

My Commission Expires: July 27, 2022



**EJCDC C-451
QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm: Innovative Construction Services, Inc.

Address: 1851 Maple Avenue

PO Box 262

Folcroft, PA 19032-0262

2. SUBMITTED TO: Westtown Township

3. SUBMITTED FOR: 2020 Road Program

Owner: Westtown Township

Project Name: 2020 Road Program

TYPE OF WORK: Asphalt paving and related work.

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Richard Somers

Title: President

Phone: 610-476-8000, Direct

Email: r.somers@inncon.com

5. AFFILIATED COMPANIES:

Name: None

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: Pennsylvania

Date of Organization: April 15, 1995

Executive Officers:

- President: Richard Somers

- Vice President(s): _____

- Treasurer: _____

- Secretary: Richard Somers

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: Pennsylvania
Type of License: Penndot Prequalified
License Number: 002789
Jurisdiction: _____
Type of License: _____
License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____
Minority Business Enterprise: _____
Woman Owned Enterprise: _____
Small Business Enterprise: _____
Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Hudson Insurance Company
Address: 707 Philadelphia Pike
Wilmington, DE 19809
Bonding Agent: Anderson & Catania, LLC
Address: 707 Wilmington Pike
Wilmington, DE 19809
Contact Name: Gina Semonelle
Phone: 302-762-7599
Aggregate Bonding Capacity: \$9,000,000.00
Available Bonding Capacity as of date of this submittal: \$7,500,000.00

10. FINANCIAL INFORMATION

Financial Institution: Fulton Bank
Address: 118 West Market Street, Suite 200
West Chester, PA 19382
Account Manager: Paul Dougherty
Phone: 610-918-8817

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Innovative Construction Services, Inc.

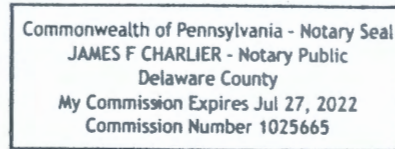
BY: 
Richard Somers

TITLE: President

DATED: May 8, 2020

NOTARY ATTEST: 

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 5th DAY OF June, 2020



NOTARY PUBLIC - STATE OF Pennsylvania
MY COMMISSION EXPIRES: July 27, 2022

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



Innovative Construction Services, Inc., (Inncon)

Partial List of Recently Completed Projects

***Birmingham Township, "2019 Street Repairs Project"**

Completed April, 2019
Approximate Value: \$203,000.00
Contact: Engineer
Engineer: Vandemark & Lynch, Inc.
4305 Miller Road
Wilmington, DE 19802
Lisa Conlon, P.E. 302-764.7635

***Concord Township, "209 Road Program"**

Completed August, 2019
Approximate Value: \$610,000.00
Contact: Engineer
Engineer: Pennoni Associates, Inc.
One South Church Street, Second Floor
West Chester, PA 19382
Nate Cline, P.E. 610-429-8907

*** East Whiteland Township, "2019 Street Improvements Project"**

Completed September, 2019
Approximate Value: \$ 423,000.00
Contact: Engineer
Engineer: Arro Consulting
108 West Airport Road
Lititz, PA 17543
Darrell Becker, P.E. 717-560-7021

***Trappe Borough, "2019 Roadwork Improvements Project"**

Completed July, 2019
Approximate Value: \$214,000.00
Contact: Engineer
Engineer: Barry Isett & Associates, Inc.
1003 Egypt Road
Phoenixville, PA 19460
Rich Fain, CSI: CCCA 484-866-4825

***West Norriton Township, "2019 Road Program"**

Completed July, 2019
Approximate Value: \$215,000.00
Contact: Engineer
Engineer: Gilmore & Associates, Inc.
65 East Butler Pike, Suite 100
New Britain, PA 18901
Ed Brown, P.E. 215-345-4330

*Bridgeport Borough, "2019 Street Paving Project"

Completed December, 2018
Approximate Value: \$338,000.00
Contact: Engineer
Engineer: Gannett Fleming, Inc.
1010 Adams Avenue
Audubon, PA 19403
Ed Woyden, P.E. 610-650-7730

*Perkiomen Township, "2019 Paving Projects"

Completed May, 2019
Approximate Value: \$505,000.00
Contact: Engineer
Engineer: SSM Group
1047 North Park Road
Reading, Pa 19610
Mark Stabolepszy, P.E. 610-898-3023

*Westtown Township, "2019 Road Maintenance Program"

Completed October, 2014
Approximate Value: \$854,000.00
Owner: Westtown Township
Contact: Engineer
Engineer: McCormick Taylor, Inc.
222 Valley Creek Parkway, Suite 130
Exton, PA 19341
Kevin Matsen, P.E. 610-640-3500

*Bridgeport Borough, "2018 Street Paving Project"

Completed December, 2018
Approximate Value: \$172,000.00
Contact: Engineer
Engineer: Gannett Fleming, Inc.
1010 Adams Avenue
Audubon, PA 19403
Ed Woyden, P.E. 610-650-7730

*Aldan Borough, "2018 Road Improvement Program"

Completed June, 2018
Approximate Value: \$102,000.00
Contact: Engineer
Engineer: Kelly & Close Engineers
1786 Wilmington Pike
Glen Mills, Pa 19342
J.P. Kelly, P.E. 610-358-9363

*Aston Township, "2018 Road Program"

Completed September, 2018
Approximate Value: \$491,000.00
Contact: Engineer
Engineer: Pennoni Associate, Inc.
One South Church Street, 2nd Floor
West Chester, PA 19382

Joe Viscuso, P.E. 610-429-8907

***Bethel Township, "2018 Road Program"**

Completed October, 2018

Approximate Value: \$191,000.00

Contact: Engineer

Engineer: G.D. Houtman & Son

136 East Baltimore Pike

Media, PA 19063

Matt Houtman, P.E. 610-565-6363

***East Whiteland Township, "2018 Street Improvements"**

Completed October, 2018

Approximate Value: \$416,000.00

Contact: Engineer

Engineer: Arro Consulting

108 West Airport Road

Lititz, PA 17543

Darrell Becker, P.E. 717-560-7021

***Perkiomen Township, "2018 Road Paving Projects"**

Completed May, 2018

Approximate Value: \$316,000.00

Contact: Engineer

Engineer: SSM Group

1047 North Park Road

Reading, Pa 19610

Mark Stabolepszy, P.E. 610-898-3023

Middletown Township, "2018 Road Program"

Completed September, 2018

Approximate Value: \$388,000.00

Contact: Engineer

Engineer: Kelly & Close Engineers

1786 Wilmington Pike, Suite 300

Glen Mills, PA 19342

J.P. Kelly, P.E. 610-358-9363

***Bridgeport Borough, "2017 Street Paving Project"**

Completed November, 2017

Approximate Value: \$384,000.00

Owner: Bridgeport Borough

Contact: Engineer

Engineer: Gannett Fleming, Inc.

1010 Adams Avenue

Audubon, PA 19403

Ed Woyden, P.E. 610-650-7730

*Henderson Group, Inc., Various 2017 Paving Projects
Completed November, 2017
Approximate Value: \$120,000.00
Owner: The Henderson Group
112 Chesley Drive
Media, PA 19063
Contact Owner
Mike Martin, Project Manager 610-566-2600

*Lower Providence Township, (Montgomery County), "2017 Road Improvements Project"
Completed July, 2017
Approximate Value: \$433,000.00
Owner: Lower Providence Township
100 Parklane Drive
Eagleview, PA 19403
Contact: Owner
Joe Chillano, Director of Public Works 610-539-8020

*Media Borough, "2017 Road Maintenance Program"
Completed June, 2017
Approximate Value: \$124,000.00
Owner: Media Borough
Contact: Engineer
Engineer: McCormick Taylor, Inc.
600 Eagleview Boulevard, Second Floor
Exton, PA 19341
Kevin Matson, P.E. 610-640-3500

*Westtown Township, 2017 Road Maintenance Program
Completed September, 2017
Approximate Value: \$1,005,000.00
Owner: Westtown Township
Contact Engineer
Engineer: McCormick Taylor, Inc.
600 Eagleview Boulevard, Second Floor
Exton, PA 19341
Kevin Matson, P.E. 610-640-3500

*Tredyffrin Township, "2017 Superpave Street Resurfacing Program"
Completed November, 2017
Approximate Value: \$1,124,000.00
Owner: Tredyffrin Township
1100 DuPortail Road
Berwyn, PA 19312
Contact: Owner
Darin Fitzgerald, Director of Public Works 610-644-1400

*Concord Township, "2016 Road Program"
Completed October, 2017
Approximate Value: \$550,000.00
Owner: Concord Township
Contact: Engineer
Engineer: Pennoni Associates
One South Church Street, Second Floor
West Chester, PA 19382
Nate Cline, P.E. 610-429-8907

*Easttown Township, "2016/2017 Equipment Rental/Operator and Labor Services Contract"
Completed July, 2016
Approximate Value: \$259,000.00
Owner Easttown Township
Contact: Owner
566 Beaumont Road
Devon, PA 19333
Gary Bernhard, Director of Public Works 610-687-3000

*Nether Providence Township, "2016 Road Program"
Completed July, 2016
Approximate Value: \$302,000.00
Owner: Nether Providence Township
Contact: Engineer
Engineer: Catania Engineering Associates
520 MacDade Boulevard
Milmont Park, PA 19033
Charles J. Catania, Jr., P.E. 610-532-2884

*Perkiomen Township, "2016 Road Projects"
Completed May, 2016
Approximate Value: \$585,000.00
Owner: Perkiomen Township
Contact: Engineer
Engineer: SSM Group
1047 North Park Road
Reading, Pa 19610
Mark Stabolepszy, P.E. 610-898-3023

*Upper Providence Township, (Montgomery County), "2016 Roads Paving Project"
Completed November, 2016
Approximate Value: \$408,000.00
Owner: Upper Providence Township
Contact: Engineer
Engineer: Gilmore & Associates, Inc.
184 West Main Street
Trappe, PA 19426
Mike Coyne, Project Engineer 610-489-4949

*West Chester Borough, "2016 Road Resurfacing Program"
Completed November, 2016
Approximate Value: \$402,000.00
Owner: West Chester Borough
Contact: Owner
206 Lacey Street
West Chester, PA 19382
Mike Taggart, P.E. 610-696-6121

*Bridgeport Borough, "2015 Street Paving Project"

Completed December, 2015
Approximate Value: \$187,000.00
Owner: Bridgeport Borough
Contact: Engineer
Engineer: Gannett Fleming, Inc.
PO Box 80794
Valley Forge, PA 19484
Ed Woyden, P.E 610-650-8101

*Collingdale Borough: "2015 Road Program"

Completed October, 2015
Approximate Value: \$400,000.00
Owner: Collingdale Borough
Contact: Engineer
Engineer: Stantec Consulting Services, Inc.
1060 Andrew Drive, Suite 140
West Chester, PA 19380
Mike Kozlowski, P.E. 610-840-2511

*Concord Township, "2015 Road Program"

Completed August, 2015
Approximate Value: \$375,000.00
Owner: Concord Township
Contact: Engineer
Engineer: Pennoni Associates, Inc.
One South Church Street, Second Floor
West Chester, PA 19382
Nate Cline, P.E. 610-429-8907

*Perkiomen Township, "2015 Road Projects"

Completed August, 2015
Approximate Value: \$405,000.00
Owner: Perkiomen Township
Contact: Engineer
Engineer: SSM Group
1047 North Park Road
Reading, PA 19610
Mark Stabolepszy, P.E. 610-898-3023

***Westtown Township, "2014 Road Maintenance Program"**

Completed October, 2014

Approximate Value: \$580,000.00

Owner: Westtown Township

Contact: Engineer

Engineer: McCormick Taylor, Inc.

222 Valley Creek Parkway, Suite 130

Exton, PA 19341

Kevin Matson, P.E. 610-640-3500

***Concord Township, "2014 Road Program"**

Completed November, 2014

Approximate Value: \$330,000.00

Owner: Concord Township

Contact: Engineer

Engineer: Pennoni Associates, Inc.

One South Church Street, Second Floor

West Chester, PA 19382

Nate Cline: P.E. 610-429-8907

***Bethel Township, "Kirk Road Widening Project"**

Completed July, 2014

Approximate Value: \$500,000.00

Owner: Bethel Township

Contact: Engineer

Engineer: G.D. Houtman & Sons, Inc.

139 East Baltimore Pike

Media, PA 19063

Matt Houtman, P.E. 610-565-6363



Experience of Key Personnel of Innovative Construction Services, Inc.

Richard Somers, President

1979 – 1986: Project superintendant and construction manager for major Philadelphia area general contractor. Responsibilities included the supervision of the construction of sewage treatment plants. Completed the Philadelphia Area Joint Carpenters Apprentice Training Program prior to becoming concrete foreman, superintendant and project manager on various heavy construction projects.

1986 – 1995: Co-owner and general manager of construction equipment distribution company specializing in asphalt paving equipment

1995 – Present: Co-owner and president of Innovative Construction Services, Inc.

Robert Pryzwara, Secretary / Treasurer

1982 – 1995: Co-owner and manager of several commercial properties

1995 – Present: Co-owner and general manager of Innovative Construction Services, Inc.

James H. Walker, Superintendant

1990 – Present: Performed various tasks in the asphalt paving business. Currently has supervised work since 2002 including PennDOT and Pennsylvania Turnpike Commission projects in Southeastern PA for major Philadelphia area heavy and highway construction contractors. Joined Innovative Construction Services, Inc. in 2019

Bruce Green, Field Supervisor

1994 – Present: Performed various tasks in asphalt paving and concrete construction. Currently has supervised work for Innovative Construction Services, Inc. since 2006

Innovative Construction Services, Inc.

Description of Capabilities / Services

Innovative Construction Services, Inc. was formed in 1995 for the purpose of providing professional civil construction services to public, commercial and industrial entities. For 14+ years, Innovative Construction Services has grown at a responsible pace, maintaining strong management controls over all aspects of work performed. Innovative Construction Services, Inc. has completed all contracts it has started and carries a long list of completely satisfied customers. Innovative Construction Services owns 90% of equipment used on its projects.

Partial List of Services Provided

- Excavating and Grading
- Asphalt Paving and Related Work
- Asphalt Milling and Profiling
- Underground Drainage Work
- Site Concrete Work
- Structural Concrete Work

Partial List of Owned Construction Equipment

- 10 Various Function Trucks
- 3 Asphalt Paving Machines
- Half Lane Milling Machine
- 4 Vibratory Rollers
- 3 Backhoes
- 2 Dozers
- 1 Hydraulic Excavator
- Various Power Equipment Including Plate Compactors, Walk Behind Saws, Generators, Etc...
- 2 185 CFM Portable Air Compressors
- All Hand Tools Required for Our Work Functions

Partial List of Tradesmen

- 2 Job Forepersons
- 3 Equipment Operators
- 1 Carpenter
- 1 Cement Mason
- 6 Laborers
- 2 Truck Drivers

Innovative Construction Services, Inc.
Trade, Bank and Bonding Company References

Hanson Aggregates East
P.O. Box 75
Glen Mills, PA 19342
610-459-2492

Glasgow, Inc.
Willow Grove Avenue & Limekiln Pike
Glenside, PA 19038
610-884-8800

Mauger & Company
10 Malin Road
Malvern, PA 19355
610-429-8200

Bank Reference
Fulton Bank
1100 West Baltimore Pike
Glen Mills, PA 19342
610-459-5840
Bonding Company
Hudson Insurance Company
707 Philadelphia Pike
Wilmington, DE 19809

Bonding Agent
R.G. Anderson, Inc.
707 Philadelphia Pike
Wilmington, DE 19809
302-762-7599



Innovative Construction Services

Current Work On-Hand

As of April, 2019

Trappe Borough 2020 Paving Projects
Approximate Value: \$125,000.00
June, 2019

Collegeville Borough 2020 Road Program
Approximate Value: \$115,000.00
June, 2019

Darby Township 2020 Road Program
Approximate Value: \$115,000.00
May, 2019

Birmingham Township 2020 Road Program
Approximate Value: \$241,000.00
June, 2019

Middletown Township East Old Baltimore Ave. Improvements
Approximate Value: \$220,000.00
June, 2020

Ridley Park 2020 Road Program
Approximate Value: \$170,000.00
May, 2020



home site map help



CONTRACTOR PREQUALIFIED

Innovative Construction Services, Inc. - 002789

Qualified

General

Address: P.O. Box 262
 Folcroft, PA 19032-0262
Telephone: (610) 522-2221
Fax: (610) 522-2229
Email: r.somers@inncon.com

Subsidiary of:

Detail

Type: Prime Contractor **GHC:** No
New to PennDOT: No **Certification Type:** **SBE:** **VOSB:**
DBE Cert: Not Certified **SBE Cert:** **DB:**
Certificate: [06/30/2020](#)

Work Class Codes

Status	Code	Description	Group	Type	Effective
Approved	C1	Other Excavation and Grading (Roadway Patches, Drainage, Structure Related, etc.)	Earthwork	Regular	05/18/2010
	C3	Geotextiles	Incidental Construction	Regular	05/18/2010
	F	Bituminous Pavement	Pavement	Regular	05/18/2010
	F1	Bituminous Pavement Patching and Repair	Pavement	Regular	05/18/2010
	F2	Bituminous Joint and Crack Sealing	Pavement	Regular	05/18/2010
	F3	Milling, Rumble Strips, Scarification Bituminous or Concrete	Pavement	Regular	05/18/2010
	F4	Bituminous Surface Treatments, Seal Coats	Pavement	Regular	05/18/2010
	G4	Joint Rehabilitation, Sawing and Sealing Concrete or Bituminous	Pavement	Regular	05/18/2010
	H	Drainage, Water Main, Storm Sewer	Incidental Construction	Regular	04/12/2012
	H1	Pipe and Culvert Cleaning	Incidental Construction	Regular	04/12/2012
	H2	Pavement Base Drains	Incidental Construction	Regular	04/12/2012
	K	Curbs, Sidewalks, Inlets, Manholes	Incidental Construction	Regular	05/18/2010
	K1	Masonry Work	Incidental Construction	Regular	05/18/2010
	K2	Concrete and Masonry Coatings	Incidental Construction	Regular	05/18/2010

M2	Silt Barrier Fence, Gabions, Erosion Control	Roadside	Regular	05/18/2010
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Comments

Audit Information			
Created By	Created On	Modified By	Modified On
LaToya Lewis/PennDOT	04/08/2010 02:53:08 PM	LaToya Lewis/PennDOT	04/08/2010 02:53:08 PM

You are currently logged in as BP Admin.

Release: 58.0
Session size: 0.1k

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Thu Jun 07 13:32:20 EDT 2018
Official ECMS Date/Time

NOTES:
 1. Parcels and base road layer provided by Chester County GIS (2020).

DISCLAIMER:
 This product is for informational purposes only and may not have been prepared for, or be used for, any other purpose. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Infrastructure ownership information is displayed for general planning purposes. It may not be accurate and is not legal or definitive.



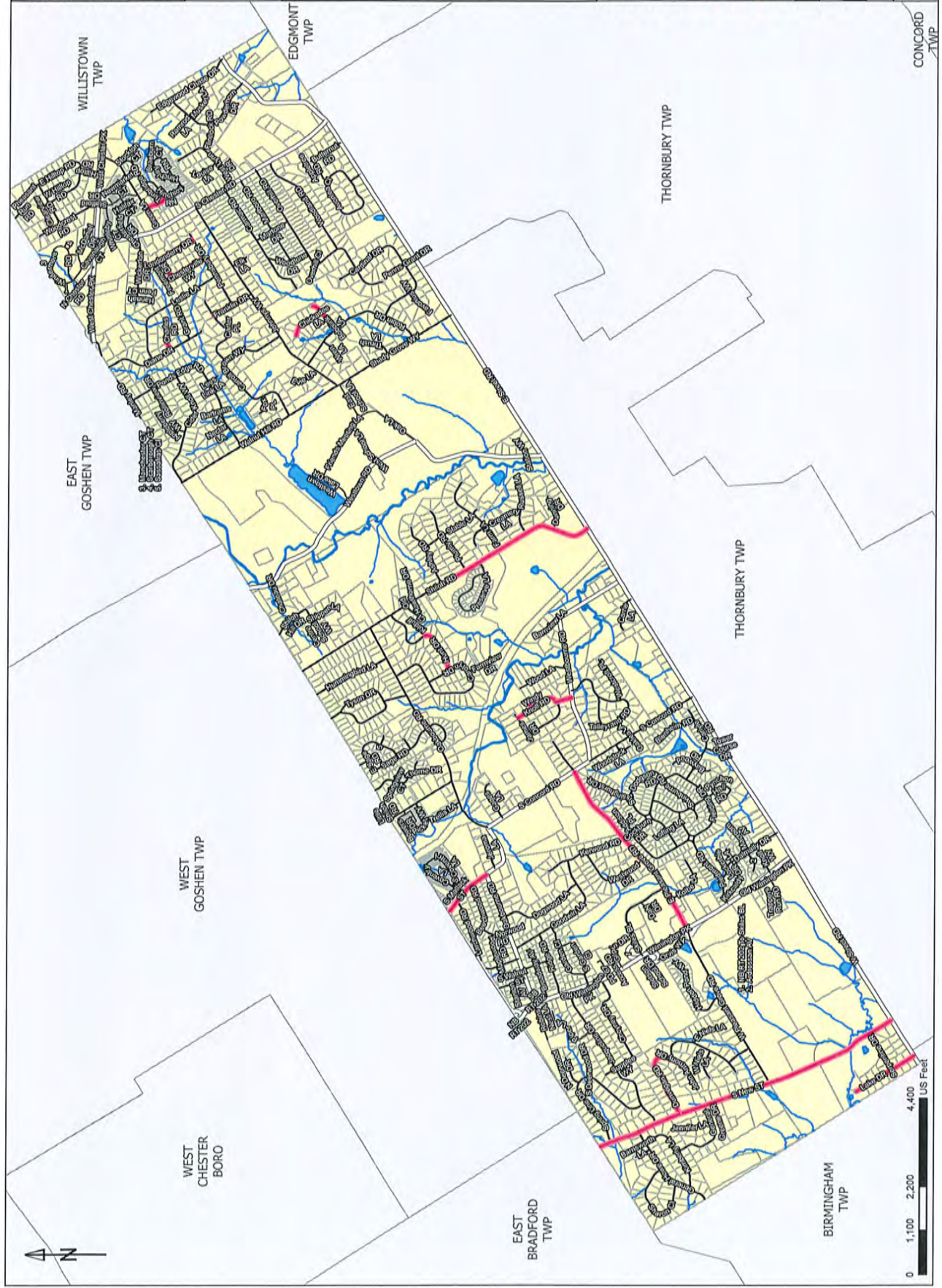
WESTTOWN TOWNSHIP

2020 ROAD PROGRAM MAP

WESTTOWN TOWNSHIP
 CHESTER COUNTY, PENNSYLVANIA

- Legend**
- Road Ownership**
- Township Road
 - State Road
 - Private Road
 - Road Work 2020
- Streams
- Waterbodies
- Parcels

DATE: 5/1/2020
 DRAWN BY: WH
 1 INCH = 2,200 FEET
 CEG PROJ #: WTT-20-125



CONCORD TWP

ROAD MAINTENANCE:
 1. Lake Drive - 1,676 LF
 2. Dunvegan Road - 1,898 LF
 3. E. Pleasant Grove Road - 4,886 LF
 4. S. Matlack Street - 1,321 LF
 5. S. New Street - Spot Repairs to be Marked by Township or Engineer

NOTES:
 1. Parcels and base road layer provided by Chester County GIS (2020).

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WESTTOWN TOWNSHIP

2020 ROAD PROGRAM MAINTENANCE

LOCATION MAP 1

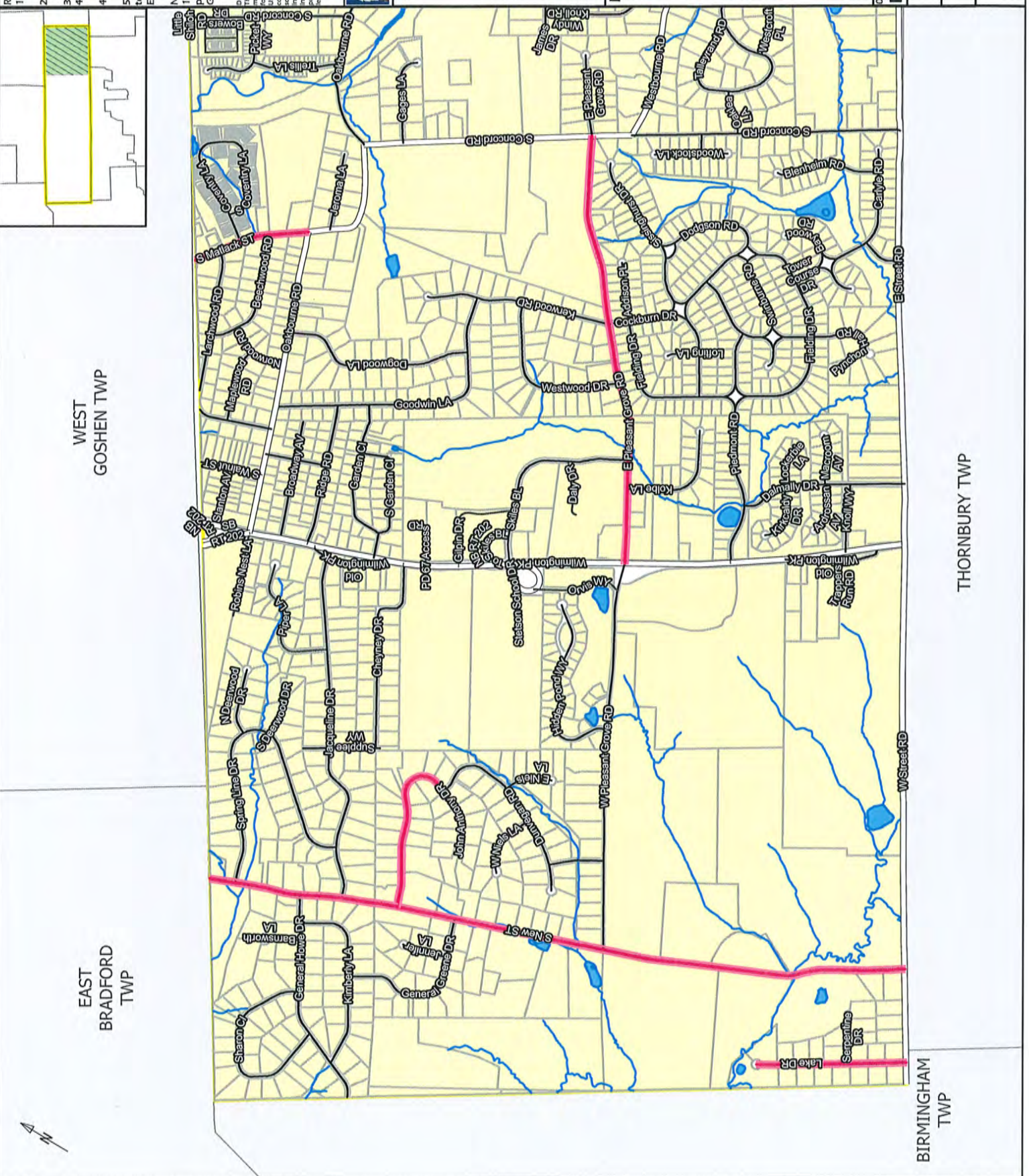
Legend

- Road Work 2020
- Township Road
- State Road
- Private Road
- Streams
- Waterbodies
- Parcels

0 700 1,400 US Feet

DATE: 5/1/2020

DRAWN BY: WH



WEST
GOSHEN TWP

THORNBURY TWP

EAST
BRADFORD
TWP

BIRMINGHAM
TWP

ROAD MAINTENANCE:
 1. Windy Knoll Road - 1,780 LF
 2. Hunt Drive - 1,166 LF
 3. Shiloh Road - 4,122 LF

NOTES:
 1. Parcels and base road layer provided by Chester County GIS (2020).

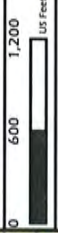
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WESTTOWN TOWNSHIP
2020 ROAD PROGRAM MAINTENANCE

LOCATION MAP 2

- Legend**
- Road Work 2020
 - Township Road
 - State Road
 - Private Road
 - Streams
 - Waterbodies
 - Parcels



DATE: 5/1/2020
 DRAWN BY: WH



WEST
 GOSHEN TWP

THORNBURY TWP

ROAD MAINTENANCE:
 1. Bobolink Lane - 855 LF
 2. Chickadee Lane - 899 LF
 3. Franklin Drive - 384 LF
 4. Chesterville Way - 1,192 LF
 5. Freemont Drive - 539 LF
 6. Londonderry Drive - 1,513 LF
 7. Edinburgh Drive - 643 LF

NOTES:
 1. Parcels and base road layer provided by Chester County GIS (2020).

DISCLAIMER:
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WESTTOWN TOWNSHIP

2020 ROAD PROGRAM MAINTENANCE

LOCATION MAP 3

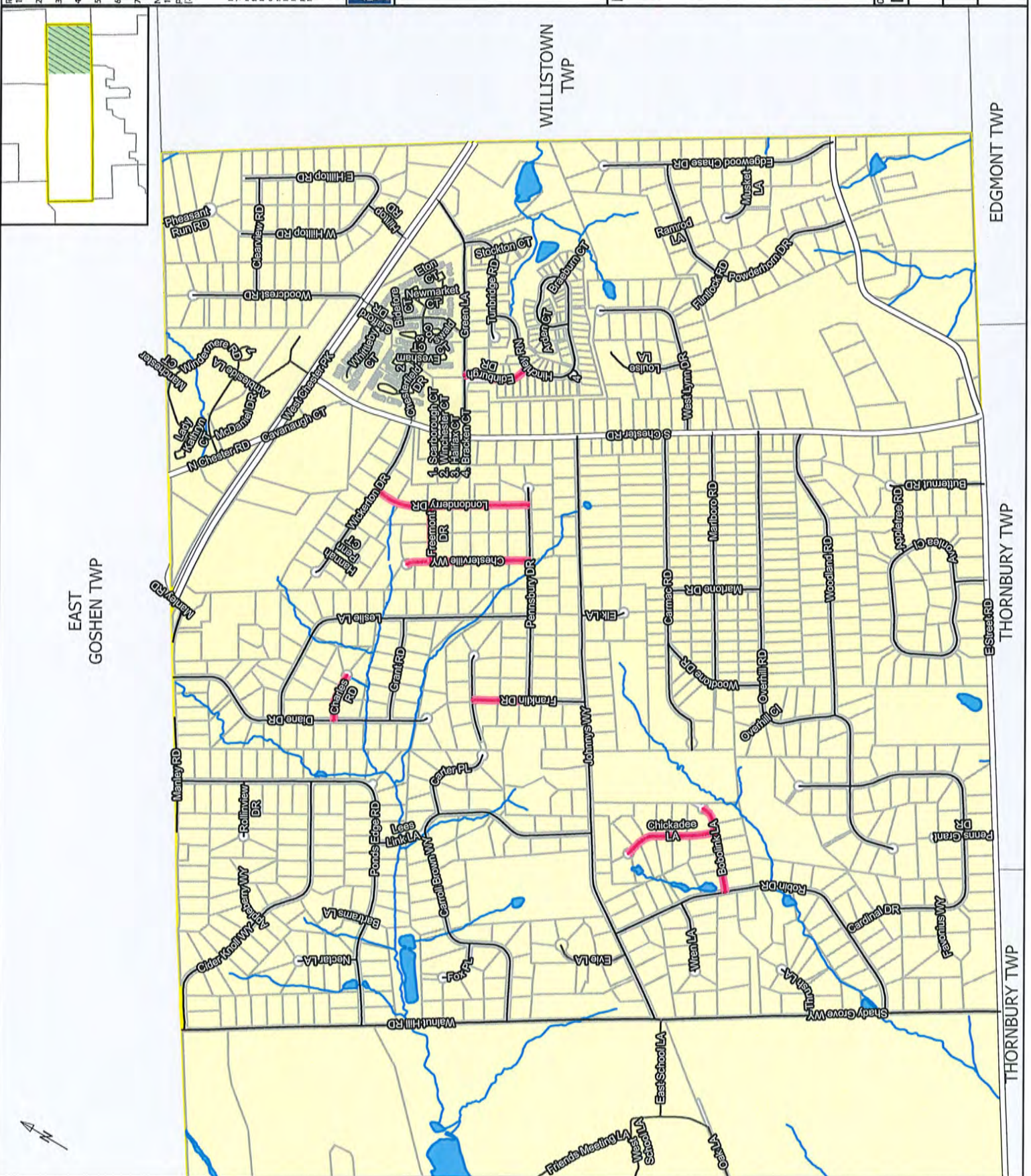
Legend

- Road Work 2020
- Township Road
- State Road
- Private Road
- Streams
- Waterbodies
- Parcels

0 600 1,200 us feet

DATE: 5/01/2020

DRAWN BY: WH



EAST GOSHEN TWP

WILLISTOWN TWP

THORNBURY TWP

EDGMONT TWP

DISCLAIMER:
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GENERAL NOTES:
1. Contractor to install a new perforated, standard inlet box with a Type M top.
2. The new inlet box shall have an invert out 3 feet below the top of grate.
3. The contractor shall core into the existing inlet at an elevation 3 feet below the existing top of grate.
4. Grainsize approval must be obtained prior to using any onsite soils as backfill. The Contractor shall ensure that backfill soils are placed prior to placement.
5. Contractor to bed the pipe in 6 inches of 2A Stone.
6. Contractor to coordinate with property owner regarding the pipe crossing at the driveway. Prior to installation, sawcuts shall be made in the driveway to create neat and clean edges. Immediately after completion of the driveway crossing, the Contractor shall repair the driveway with a subbase and pavement cross section equal to the current cross section and apply rubberized joint sealer at the driveway crossing.
7. Contractor shall be responsible for contacting the Pennsylvania 811 system for utility markout prior to construction.

CONSTRUCTION SEQUENCE:
1. Prior to the start of construction, the contractor shall adequately contact the PA One Call System and have the existing utilities marked out.
2. The contractor shall verify the location and depth of the existing 6-inch water line in order to determine if any field adjustments need to be made. Any conflict must be brought to the attention of the Township or Engineer in order to confirm that any field adjustments are appropriate and acceptable.
3. The Contractor shall place a PennDOT Type 2 Non-Woven Geotextile as a barrier between the excavate and backfill. The Geotextile shall be placed along the bottom and sides of the excavation.
4. The new inlet shall be placed on a 1-foot thick layer of AASHTO #57 clean stone and backfilled with a 1-foot thick layer of AASHTO #57 clean stone on all sides of the inlet.
5. The Contractor shall connect the new inlet box with the existing inlet box in the cul-de-sac using 15-inch HDPE pipe.
6. The remaining length of pipe (20 feet) out of the new inlet box shall be a combination storm sewer and underdrain per PennDOT RC-304M.
7. Backfill and compact the trench in lifts of no more than 8-inches. Compaction shall be done by using multiple passes with a jumping jack compactor.
8. Place 6-inches of topsoil over all disturbed areas and cover with an application of PennDOT Seed Formula Type B and a straw mulch.

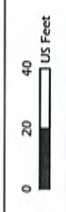


WESTTOWN TOWNSHIP

2020 ROAD PROGRAM MAINTENANCE

LOCATION MAP: CHARLES ROAD

- Legend**
- Stormwater Structures
 - Proposed Inlet
 - Existing Inlet
 - Existing Outflow
 - Stormwater Conveyances
 - Proposed Stormwater Pipe
 - Existing Stormwater Pipe
 - Streams
 - Parcels



DATE: 5/1/2020

DRAWN BY: WH

RESOLUTION 2020-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
AUTHORIZING AN APPLICATION TO THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
FOR TRAFFIC SIGNAL APPROVAL AT THE INTERSECTION OF
MIDDLETOWN ROAD (SR 0352) & STREET ROAD (SR 0926)**

BE IT RESOLVED, by the authority of the Board of Supervisors of Westtown Township, Chester County, and it is hereby resolved by authority of same that the Westtown Township Manager is authorized and directed to submit the attached Application for Traffic Signal Approval at the Intersection of Middletown Road (SR 0352) & Street Road (SR 0926) to the Pennsylvania Department of Transportation and to sign this Application on behalf of Westtown Township.

ADOPTED as a Resolution this 15th day of June, 2020.

Westtown Township
Board of Supervisors

Chair

Vice Chair

Police Commissioner

ATTEST:

Township Secretary
Robert R. Pingar, P.E.

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Robert Pingar, P.E. Title : Township Manager
 Municipal Name : Westtown Township
 Municipal Address : 1039Wilmington Pike, West Chester, PA 19382
 Municipal Phone Number : 610.692.1930 Alternative Phone Number : _____
 E-mail Address : rpingar@westtown.org
 Municipal Hours of Operation : M-F 8:00am to 4:30pm

B - Application Description

Location (*intersection*) : Middletown Road (SR 0352) and Street Road (SR 0926)

Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 62-1979

Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____

Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Phasing - Add left turn lead for eastbound Street Road
 Detection - Replace loops with video
 Regulations - Prohibit Right Turn on Red from southbound Middletown Road

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :

Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____

Maintenance and Operations Contact Name : Mark Gross Company/Organization : Westtown Toanship

Phone # : 610.692.1930 Alternative Phone # : _____ E-mail : mgross@westtown.org

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input checked="" type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Robert Pingar

Date : June 15, 2020

Signed By : Robert R. Pingar

Witness or Attest : [Signature]

Title of Signatory : Township Manager

Title of Witness or Attester : [Signature]

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

TYPE OF REPAIR PERMITTED

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

EQUIPMENT FAILURE

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

Application Instructions



pennsylvania
DEPARTMENT OF TRANSPORTATION

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.



ALBERT FEDERICO CONSULTING, LLC

Traffic Engineering and Mobility Solutions

133 Rutgers Avenue
Swarthmore, PA 19081

May 28, 2020

Pennsylvania Department of Transportation
Engineering District 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406-1525

**RE: Middletown Road (SR 0352) and Street Road (SR 0926) – Permit 62-1979
Traffic Signal Modifications
Westtown Township, Chester County**

Attn: Ashwin Patel, P.E. - District Traffic Engineer

Albert Federico Consulting is submitting to modify the Traffic Signal Permit (62-1979) for the intersection of Middletown Road (SR 0352) and Street Road (SR 0926) on behalf of **Westtown Township**. *Please note that as discussed with Paul Lutz the Township is in the process of obtaining credentials for ECMS and TSAMS. Therefore, this submission is being made electronically via email.*

The application materials submitted via email includes the following:

- Submission Transmittal Letter, dated May 28, 2020
- Traffic Signal Permit Plan (File 1979) – Revision 6 DRAFT
- Traffic Signal Design Memorandum, dated May 28, 2020

The following modifications are proposed and reflected on the attached Draft Traffic Signal Permit plan:

- Phasing: Implement a left turn lead phase for eastbound Street Road
- Detection: Replace the existing loops with video
- Regulation: Prohibit "Right Turn on Red" from southbound Middletown Road

As part of this project the Township also anticipates replacing the existing backplates and converting the overhead streetlight to LED.

Please do not hesitate to contact me at 610.608.4336 or albert@federico-consulting.com should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Federico'.

Albert Federico, P.E., PTOE

cc: Robert Pingar, P.E. - Township Manager, Westtown Township, Chester County
Jeff Seagraves - Township Manager, Thornbury Township, Delaware County



MEMORANDUM

May 28, 2020

To: File

From: Albert Federico, P.E., PTOE
Westtown Township Traffic Engineer

Subject: Traffic Signal Modifications (Permit 62-1979)
Middletown Road (SR 0352) and Street Road (SR 0926)

Westtown Township intends to make the following modifications at the above referenced intersection:

- Phasing: Implement a left turn lead phase for eastbound Street Road
- Detection: Replace the existing loops with video
- Regulation: Prohibit "Right Turn on Red" from southbound Middletown Road

The modifications require revisions to the Traffic Signal Permit (File 1979) and PennDOT approval.

Eastbound Street Road Left Turn Phase

The eastbound approach of Street Road has a history of congestion and queuing. The Township unsuccessfully sought Green Light-Go funds in 2019 to implement left turn phasing. During this Scoping and Application process PennDOT was supportive of the proposed phasing modification, as indicated by the attached Scoping Mark-up.

It is proposed to implement an advanced left turn phase (ϕ 3+8) by replacing an existing three-section indication (#8) with a five-section indication. Recent traffic volumes are not available and travel impacts associated with the COVID-19 pandemic prevent collecting new data. Therefore, the new phase is proposed to have a minimum 13 second split (7 seconds green with 6 second yellow + all red). The overall cycle length (100 seconds) is proposed to remain unchanged, with the current through phases of Middletown Road (ϕ 2+6) and Street Road (ϕ 4+8) shortened by 4 and 9 seconds respectively to provide time for the new phase.

The Township has committed to conduct new traffic counts during the Fall of 2020 and retime the signal, if appropriate.



ALBERT FEDERICO CONSULTING, LLC

Southbound Right Turn on Red Prohibition

PennDOT suggested prohibiting the southbound right turn on red movement from Middletown Road as part of the 2019 Green Light-Go Scoping. Field observations confirm that sight distance is limited due to the vertical alignment of the westbound approach and features within the northeastern quadrant of the intersection. A completed TE-118 (NO TURN ON RED RESTRICTION ENGINEERING AND TRAFFIC STUDY) is attached.

Per PennDOT Publication 236 sign R10-11 (J) is proposed to be installed proximate to the appropriate signal head (#2). It is noted that installing a near-side post-mounted sign would require the relocation of the existing Route Assembly.

ADDITIONAL ITEMS NOT INCLUDED

At this time, the Township is deferring implementation of two additional items discussed as part of the 2019 Green Light-Go Scoping:

Dilemma Zone Radar – The Township typically does not use Dilemma Zone Radar and is concerned about the addition of new equipment. Considering the limited number of overall reportable collisions (< 9 per year over the last three years) and no discernible pattern of red-light running or rear-end collisions it is not clear the additional detection is warranted.

Southbound Shoulder Gore – This project includes no other pavement markings. Considering the limited quantity of marking it is anticipated that the cost of installation will be excessive.

NO TURN ON RED RESTRICTION ENGINEERING AND TRAFFIC STUDY



PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

A - LOCATION INFORMATION		
COUNTY Chester	MUNICIPALITY Westtown	
MAJOR STREET INFORMATION		
SR#/LOCAL HIGHWAY 0352	SEGMENT 0220	STREET NAME Middletown Road
APPROACH DIRECTION (NB, SB, EB, WB) Southbound		
MINOR STREET INFORMATION		
SR#/LOCAL HIGHWAY 0926	SEGMENT 0500	STREET NAME Street Road
APPROACH DIRECTION (NB, SB, EB, WB) Westbound		

B - REFERENCE INFORMATION	
REFERENCE Chapter 212	SECTION(S) 212.116
REFERENCE MUTCD	SECTION(S) 2B.45
REFERENCE Vehicle Code Title 75 Pa. C.S.	SECTION(S) §3112(a)(3)

C - STUDY ELEMENTS		
FROM PUB 212 APPENDIX:		
<input checked="" type="checkbox"/> Crash Analysis (1)	<input checked="" type="checkbox"/> Sight Distance (16)	<input type="checkbox"/> Traffic Volumes (20)
<input checked="" type="checkbox"/> Geometric Review (8)	<input type="checkbox"/> Speed Data (17)	<input type="checkbox"/> Other _____
<input type="checkbox"/> Pedestrian Volumes (12)	<input type="checkbox"/> Traffic Signals (19)	_____

D - ATTACHMENTS LISTING		
Check those that apply and attach to this form in the order listed below:		
<input type="checkbox"/> 1. 10-Day Response Letter	<input checked="" type="checkbox"/> 7. Crash Extract	<input type="checkbox"/> 13. Traffic/Pedestrian Volumes
<input type="checkbox"/> 2. Letter or Memo Requesting Study	<input type="checkbox"/> 8. Crash Rate	<input type="checkbox"/> 14. STAMPP Identification Data
<input type="checkbox"/> 3. Location Map	<input checked="" type="checkbox"/> 9. Collision Diagram Plot	<input type="checkbox"/> 15. Speed Limit
<input type="checkbox"/> 4. Straight Line Diagram	<input type="checkbox"/> 10. Speed Study	<input checked="" type="checkbox"/> 16. Traffic Signal Permit Plan
<input checked="" type="checkbox"/> 5. Photographs	<input type="checkbox"/> 11. Warrant Analysis	<input type="checkbox"/> 17. Other _____
<input type="checkbox"/> 6. Field View Drawing or Condition Diagram	<input type="checkbox"/> 12. Multi-Way Stop or Truck Restriction Worksheet	_____

Confidential - Traffic Engineering and Safety Study

This document is the property of the Commonwealth of Pennsylvania, Department of Transportation. The data and information contained herein are part of a traffic engineering and safety study. This safety study is only provided to those official agencies or persons who have responsibility in the highway transportation system and may only be used by such agencies or persons for traffic safety related planning or research. The document and information are confidential pursuant to 75 Pa. C.S.3754 and 23 U.S.C. 409 and may not be published, reproduced, released or discussed without the written permission of the Pennsylvania Department of Transportation.

E - SITE OBSERVATION CHECKLIST

Operational Checklist:

1. Do obstructions block a driver's view of pedestrians or approaching vehicles? YES NO N/A
2. Do drivers respond correctly to signals, signs, or other traffic control devices? YES NO N/A
3. Is there evidence of crashes (*skid marks, property damage, tree/bush damage, broken glass/vehicle parts, etc.*)? YES NO N/A
4. Are there violations of parking or other traffic regulations? YES NO N/A
5. Do drivers appear confused about routes, street names, or other guidance information? YES NO N/A
6. Have you observed the location during peak hours for volume, crashes, and traffic operations? YES NO N/A
7. Are there traffic flow deficiencies or traffic conflict patterns associated with turning movements? YES NO N/A
8. Are there significant delays and/or congestion? YES NO N/A
9. Are there vehicle/pedestrians conflicts? YES NO N/A
10. Are there other traffic flow deficiencies or traffic conflict patterns? YES NO N/A

Physical Checklist:

1. Can sight obstructions be removed or lessened? YES NO N/A
2. Do the street alignments or widths adequately accommodate the type of traffic using the roadway? YES NO N/A
3. Are curb radii adequate for turning vehicles? YES NO N/A
4. Are pedestrian crosswalks properly located? YES NO N/A
5. Are signs adequate as to usefulness, message, size, conformity, and placement? YES NO N/A
6. Are traffic signals adequate as to placement, visibility, glare, conformity, number of signal heads, and timing? .. YES NO N/A
7. Are pavement markings adequate as to their conformance to standards and location? YES NO N/A
8. Is channelization (islands or pavement markings) adequate for reducing conflict areas, separating traffic flows, and defining movements? YES NO N/A
9. Does the existing legal parking layout affect sight distance for through or turning vehicles? YES NO N/A
10. Is the pavement condition free of potholes, washboard, slick surface, etc.? YES NO N/A

F - SITE DATA

DATE DATA COLLECTED	PERSON CONDUCTING STUDY	TITLE
4-14-2020	Albert Federico, P.E., PTOE	Township Traffic Engineer
<p><i>Note: Local authorities are responsible for making the necessary engineering and traffic studies at all signalized intersections under their jurisdiction, except:</i></p> <p>A. At intersections where the traffic signal controller is preempted during train movements, and</p> <p>B. At new or revised installations where the traffic signal is being designed by the Department</p>		
Signal Permit No. _____	62-1979	
Signal File No. _____	1979	
<ol style="list-style-type: none"> 1. A. Determine and list the sight distance from the approach where the Right Turn on Red Restriction has been requested. _____ < 200 _____ feet. B. Does this sight distance satisfy the requirements in the Table on Page B-16 of Publication 212? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2. Does the intersection have more than four approaches or restrictive geometry that is likely to cause vehicular conflicts which are not easily recognized by drivers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Is the turning movement allowed from more than one lane on a specific approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>Note that a no-turn-on-red restriction at these locations may only apply during the time periods that significant vehicular-pedestrian conflicts would occur. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<ol style="list-style-type: none"> 4. Is there an exclusive pedestrian phase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 4a. Is there a lead pedestrian interval phase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 5. Does opposing traffic have unusual movements, such as double left turns, which would not be expected by drivers turning on a red signal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 6. Are there an unacceptable number of pedestrian conflicts with right-turn-on-red maneuvers, especially involving children, older pedestrians, or persons with disabilities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 7. Are there more than three right-turn-on-red accidents reported in a 12-month period for the particular approach? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 8. Does a crash analysis indicate that the turn-on-red movement has created an unsafe condition? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 9. Does a potential safety problem exist for only a portion of the day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>If yes, note that part-time or intermittent prohibition of the turn on red movement must be considered in accordance with Section 212.116(a)(2) of Publication 212.</p>	

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.

F - SITE DATA (CONTINUED)

10. Is the location an intersection approach where vehicles turning on red would cross an at-grade railroad crossing within 200 feet and the traffic signal controller is preempted during train movements during the time the signal controller is preempted? Yes No

If yes, note that part-time or intermittent prohibition of the turn-on-red movement may be used in accordance with Section 212.116(a)(2) of Publication 212.

11. Attach a sketch of the intersection if necessary.

Local authorities will be responsible for purchasing and erecting all required No Turn On Red signs at signalized intersections under their jurisdiction. Written approval of the District Engineer must be obtained prior to installation of No Turn On Red signs.

The municipality agrees to purchase, erect and maintain the signs necessary to legalize the above restrictions at no cost to the Department. Yes No

Authorized Municipal Official: _____

G - REMARKS

Field observations confirm that sight distance is limited due to the vertical alignment of the westbound approach and features within the northeastern quadrant of the intersection.

Current accident data did not indicate a discernible pattern of collisions associated with this movement.

The Township Roadmaster and a representative of the Police Traffic Safety Unit indicated support for the prohibition based on the sight distance limitations.

H - ENGINEERING JUDGEMENT

It is recommended that right turn on red movements be prohibited for the southbound approach of Middletown Road at Street Road.

I - APPROVALS

Comments:

Reviewed and Approved by Signature	Name/Title	Date
Reviewed and Approved by Signature	Name/Title	Date

This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. 3754 and 23 U.S.C. 409 and may not be disclosed or used in litigation without written permission from PennDOT.



ALBERT FEDERICO CONSULTING, LLC
Traffic Engineering and Mobility Solutions

PHOTOGRAPHS

May 26, 2020



Southbound Middletown Road (SR 0352) looking east



Westbound Street Road (SR 0926) looking west

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044



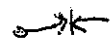




Sorted by County, Route, Segment, Offset

USER ID/QUERY ID:

Date Range: 1/1/2016 to 12/31/2018

jporamba/ 0020200414004

Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718)

CRN	CO DATE	DAY TIME	LIGHTING	ROAD SURF	WEATHER	FAT	INJ	PED	VEH	MAX SEVERITY	
1	2018012616	15 02/01/2016	MON 18:22	DARK	WET	RAIN	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: OTHER WEATHER CONDITIONS 4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000 VEH: 1 AUTOMOBILE TRAVELING EAST IN LEFT TURN LANE MAKING A U-TURN VEH EVENTS: HIT UNIT 02 DVR ACTIONS: OTHER IMPROPER DRIV ACTIONS  VEH: 2 AUTOMOBILE TRAVELING WEST IN RIGHT LANE GOING STRAIGHT VEH EVENTS: STRUCK BY UNIT 01 DVR ACTIONS: NO CONTRIBUTING ACTION											
2	2018045450	23 05/01/2016	SUN 18:37	DAYLIGHT	WET	RAIN	0	5	0	2	SUSP SERIOUS INJURY
ENV RDWY FACTORS: NONE 4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000 VEH: 1 SUV TRAVELING EAST IN RIGHT LANE GOING STRAIGHT VEH EVENTS: STRUCK BY UNIT 02 DVR ACTIONS: RUNNING RED LIGHT  VEH: 2 VAN TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT VEH EVENTS: HIT UNIT 01 DVR ACTIONS: NO CONTRIBUTING ACTION											
3	2018076708	15 07/28/2016	THR 16:44	DAYLIGHT	WET	CLEAR	0	1	0	3	SUSP MINOR INJURY
ENV RDWY FACTORS: NONE 4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000 VEH: 1 AUTOMOBILE TRAVELING WEST IN RIGHT LANE TURNING LEFT VEH EVENTS: HIT UNIT 02 DVR ACTIONS: IMPROPER/CARELESS TURN  VEH: 2 AUTOMOBILE TRAVELING EAST IN RIGHT LANE GOING STRAIGHT VEH EVENTS: STRUCK BY UNIT 01 DVR ACTIONS: NO CONTRIBUTING ACTION VEH: 3 AUTOMOBILE TRAVELING NORTH IN LEFT TURN LANE STOPPED IN TRAFFIC LANE VEH EVENTS: STRUCK BY UNIT 02 DVR ACTIONS: NO CONTRIBUTING ACTION											
4	2018081363	15 08/05/2016	FRI 11:23	DAYLIGHT	DRY	CLEAR	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: NONE 4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000 VEH: 1 SUV TRAVELING EAST IN LEFT LANE TURNING LEFT VEH EVENTS: HIT UNIT 02 DVR ACTIONS: IMPROPER/CARELESS TURN  VEH: 2 AUTOMOBILE TRAVELING WEST IN OTHER FWD MOVING LANE GOING STRAIGHT VEH EVENTS: STRUCK BY UNIT 01 DVR ACTIONS: NO CONTRIBUTING ACTION											
5	2018102848	15 10/06/2016	THR 13:59	DAYLIGHT	DRY	CLEAR	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: NONE 4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000 VEH: 1 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT VEH EVENTS: HIT UNIT 02 DVR ACTIONS: TOO FAST FOR CONDITIONS  VEH: 2 SUV TRAVELING SOUTH IN RIGHT LANE STOPPED IN TRAFFIC LANE VEH EVENTS: STRUCK BY UNIT 01 DVR ACTIONS: NO CONTRIBUTING ACTION											

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044

Sorted by County, Route, Segment, Offset

Date Range: 1/1/2016 to 12/31/2018

USER ID/QUERY ID:

jporemba/ 0020200414004



Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718)

CRN	CO DATE	DAY TIME	LIGHTING	ROAD SURF	WEATHER	FAT	INJ	PED	VEH	MAX SEVERITY	
6	2016111757	15 10/27/2016	THR 21:08	STREET LT	WET	RAIN	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: OTHER WEATHER CONDITIONS										HEAD-ON	
4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000											
VEH: 1 SUV TRAVELING NORTH IN LEFT TURN LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: OTHER IMPROPER DRIV ACTIONS											
VEH: 2 SUV TRAVELING SOUTH IN LEFT TURN LANE TURNING LEFT											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: OTHER IMPROPER DRIV ACTIONS											
7	2017087577	15 08/25/2017	FRI 21:50	STREET LT	DRY	CLEAR	0	2	0	2	SUSP MINOR INJURY
ENV RDWY FACTORS: NONE										ANGLE	
4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000											
VEH: 1 AUTOMOBILE TRAVELING WEST IN OTHER GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: RUNNING RED LIGHT											
VEH: 2 AUTOMOBILE TRAVELING SOUTH IN OTHER GOING STRAIGHT											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
8	2018057789	15 05/04/2018	FRI 15:44	DAYLIGHT	DRY	CLEAR	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: NONE										ANGLE	
4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000											
VEH: 1 SMALL TRUCK TRAVELING EAST IN LEFT TURN LANE TURNING LEFT											
VEH EVENTS: STRUCK BY UNIT 02											
DVR ACTIONS: IMPROPER/CARELESS TURN											
VEH: 2 LARGE TRUCK TRAVELING NORTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
9	2018081837	15 08/06/2018	MON 08:32	DAYLIGHT	DRY	CLEAR	0	2	0	2	SUSP MINOR INJURY
ENV RDWY FACTORS: NONE										REAR-END	
4WAY 0352/0010/0000 0352/0220/2718 0926/0490/0000 0926/0500/0000 4012/0024/2791 AVONLEA CR											
VEH: 1 AUTOMOBILE TRAVELING WEST IN LEFT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: DRIVER WAS DISTRACTED											
VEH: 2 AUTOMOBILE TRAVELING IN LEFT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
10	2018107547	23 09/08/2018	SAT 07:03	DAYLIGHT	WET	RAIN	0	1	0	2	SUSP MINOR INJURY
ENV RDWY FACTORS: NONE										ANGLE	
4WAY 0352/0010/0000 0352/0220/2718 0926/0500/0000											
VEH: 1 AUTOMOBILE TRAVELING EAST IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: RUNNING RED LIGHT											
VEH: 2 AUTOMOBILE TRAVELING NORTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: STRUCK BY UNIT 01 HIT MAIL BOX											
DVR ACTIONS: NO CONTRIBUTING ACTION											

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044



Sorted by County, Route, Segment, Offset

USER ID/QUERY ID:

Date Range: 1/1/2016 to 12/31/2018

jpremba/ 0020200414004

Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718)

CRN	CO DATE	DAY TIME	LIGHTING	ROAD SURF	WEATHER	FAT	INJ	PED	VEH	MAX SEVERITY	
11	2018118554	15 11/09/2018	FRI 07:18	DAYLIGHT	DRY	CLEAR	0	0	0	4	PROP DMG ONLY
ENV RDWY FACTORS: NONE											
MIDB 0352/0010/0088											
VEH: 1 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: DRIVER WAS DISTRACTED											
VEH: 2 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE SLOWING OR STOPPING IN LANE											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
VEH: 3 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 02											
DVR ACTIONS: NO CONTRIBUTING ACTION											
VEH: 4 SUV TRAVELING SOUTH IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 03											
DVR ACTIONS: NO CONTRIBUTING ACTION											
12	2018116678	15 11/07/2018	MON 22:33	DARK	DRY	CLEAR	0	0	0	1	PROP DMG ONLY
ENV RDWY FACTORS: DEER IN ROADWAY											
MIDB 0352/0010/0500											
VEH: 1 SUV TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT DEER											
DVR ACTIONS: NO CONTRIBUTING ACTION											
13	2018003668	15 01/08/2018	MON 14:10	DAYLIGHT	ICE PATCH	SLEET	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: SLIPPERY ROAD (ICE/SNOW)											
MIDB 0352/0010/0637											
VEH: 1 AUTOMOBILE TRAVELING NORTH IN ONCOMING TRAFFIC LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: OTHER IMPROPER DRIV ACTIONS											
VEH: 2 SUV TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
14	2018119518	15 11/14/2018	MON 17:38	DARK	DRY	CLEAR	0	2	0	2	UNK SEVERITY
ENV RDWY FACTORS: NONE											
MIDB 0352/0010/0868											
VEH: 1 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02											
DVR ACTIONS: TOO FAST FOR CONDITIONS											
VEH: 2 AUTOMOBILE TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
15	2018004504	23 01/05/2018	FRI 15:03	DAYLIGHT	DRY	CLEAR	0	1	0	2	SUSP MINOR INJURY
ENV RDWY FACTORS: NONE											
4WAY 0926/0490/0000 0926/0500/0000 4012/0024/2788 STREET RD TANGUY RD											
VEH: 1 AUTOMOBILE TRAVELING NORTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: STRUCK BY UNIT 02											
DVR ACTIONS: PROCEED W/O CLEARANCE											
VEH: 2 SUV TRAVELING WEST IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											

IMPORTANT: This traffic engineering and safety study is confidential pursuant to 75 Pa. C.S. §3754 and 23 U.S.C. §409 and may not be disclosed or used in litigation without written permission from PennDOT.

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044



Sorted by County, Route, Segment, Offset

USER ID/QUERY ID:

Date Range: 1/1/2016 to 12/31/2018

jporemba/ 0020200414004

Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718)

CRN	CO DATE	DAY TIME	LIGHTING	ROAD SURF	WEATHER	FAT	INJ	PED	VEH	MAX SEVERITY	
16	2018075975	15 07/21/2018	SAT 10:57	DAYLIGHT	WET	RAIN	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: SLIPPERY ROAD (ICE/SNOW) REAR-END											
4WAY 0926/0490/0930 ANDOVER RD BUTTERNUT RD											
VEH: 1 SUV TRAVELING WEST IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02 ←←←											
DVR ACTIONS: DRIVER WAS DISTRACTED											
VEH: 2 AUTOMOBILE TRAVELING WEST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
17	2018078984	15 08/04/2016	THR 09:22	DAYLIGHT	DRY	CLEAR	0	0	0	3	PROP DMG ONLY
ENV RDWY FACTORS: NONE REAR-END											
MIDB 0926/0490/1234											
VEH: 1 SUV TRAVELING WEST IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02 HIT UNIT 03 ←←←											
DVR ACTIONS: TOO FAST FOR CONDITIONS											
VEH: 2 AUTOMOBILE TRAVELING WEST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
VEH: 3 SUV TRAVELING WEST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											
18	2016089589	15 05/28/2016	SAT 19:57	DAYLIGHT	DRY	CLEAR	0	0	0	4	PROP DMG ONLY
ENV RDWY FACTORS: NONE REAR-END											
MIDB 0926/0490/1508											
VEH: 1 SUV TRAVELING EAST IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 02 →→→											
DVR ACTIONS: TOO FAST FOR CONDITIONS											
VEH: 2 AUTOMOBILE TRAVELING EAST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 01 HIT UNIT 03											
DVR ACTIONS: NO CONTRIBUTING ACTION											
VEH: 3 SUV TRAVELING EAST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 02 HIT UNIT 04											
DVR ACTIONS: NO CONTRIBUTING ACTION											
VEH: 4 SUV TRAVELING EAST IN RIGHT LANE STOPPED IN TRAFFIC LANE											
VEH EVENTS: STRUCK BY UNIT 03											
DVR ACTIONS: NO CONTRIBUTING ACTION											
19	2018014849	15 02/03/2018	SAT 01:40	DARK	DRY	CLEAR	0	0	0	1	PROP DMG ONLY
ENV RDWY FACTORS: NONE HIT FIXED OBJ											
MIDB 0926/0500/0300 →→→											
VEH: 1 SUV TRAVELING EAST IN RIGHT OF TRAFFICWAY NEGOTIATING CURVE - LEFT											
VEH EVENTS: HIT TREE OR SHRUBBERY ALC TEST: 96											
DVR ACTIONS: TOO FAST FOR CONDITIONS											
20	2018015488	15 02/04/2018	SUN 22:45	DARK	ICE	RAIN	0	0	0	1	PROP DMG ONLY
ENV RDWY FACTORS: SLIPPERY ROAD (ICE/SNOW) HIT FIXED OBJ											
MIDB 0926/0500/0300 →→→											
VEH: 1 AUTOMOBILE TRAVELING EAST IN RIGHT LANE NEGOTIATING CURVE - LEFT											
VEH EVENTS: HIT DITCH											
DVR ACTIONS: NO CONTRIBUTING ACTION											

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044

Sorted by County, Route, Segment, Offset
 Date Range: 1/1/2016 to 12/31/2018

USER ID/QUERY ID:
 jporemba/ 0020200414004



Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718).

CRN	CO DATE	DAY TIME	LIGHTING	ROAD SURF	WEATHER	FAT	INJ	PED	VEH	MAX SEVERITY	
21	2018101580	23 09/24/2018	MON 06:47	DAWN	WET	RAIN	0	0	0	2	PROP DMG ONLY
ENV RDWY FACTORS: SLIPPERY ROAD (ICE/SNOW)										ANGLE	
4WAY 0352/0220/2718 0926/0500/0000											
VEH: 1 AUTOMOBILE TRAVELING WEST IN LEFT TURN LANE TURNING LEFT											
VEH EVENTS: STRUCK BY UNIT 02											
DVR ACTIONS: IMPROPER/CARELESS TURN											
VEH: 2 SMALL TRUCK TRAVELING SOUTH IN RIGHT LANE GOING STRAIGHT											
VEH EVENTS: HIT UNIT 01											
DVR ACTIONS: NO CONTRIBUTING ACTION											

	2016	2017	2018
ANGLE	<u>10</u> → 9	<u>1</u>	<u>10</u> → 8
REAR			
HEAD			
NOV			

SR 926 at SR 352 in Westtown Twp in Chester, Thornbury Twp in Delaware LOG 22044

Sorted by County, Route, Segment, Offset

NOTES:

1. The data available in this application is dynamic and should be used with care. Please take note of the following data alerts:
2. 2019 and 2020 crash records are incomplete
Data for 2019 and 2020 is not fully represented in CDART. Crashes will be added for these years as they are made available to the Department. Include these years in queries with caution.
3. Complete data years
Complete records of reportable crashes are available in CDART for the following years: 1999 - 2018

REPORT PARAMETERS:

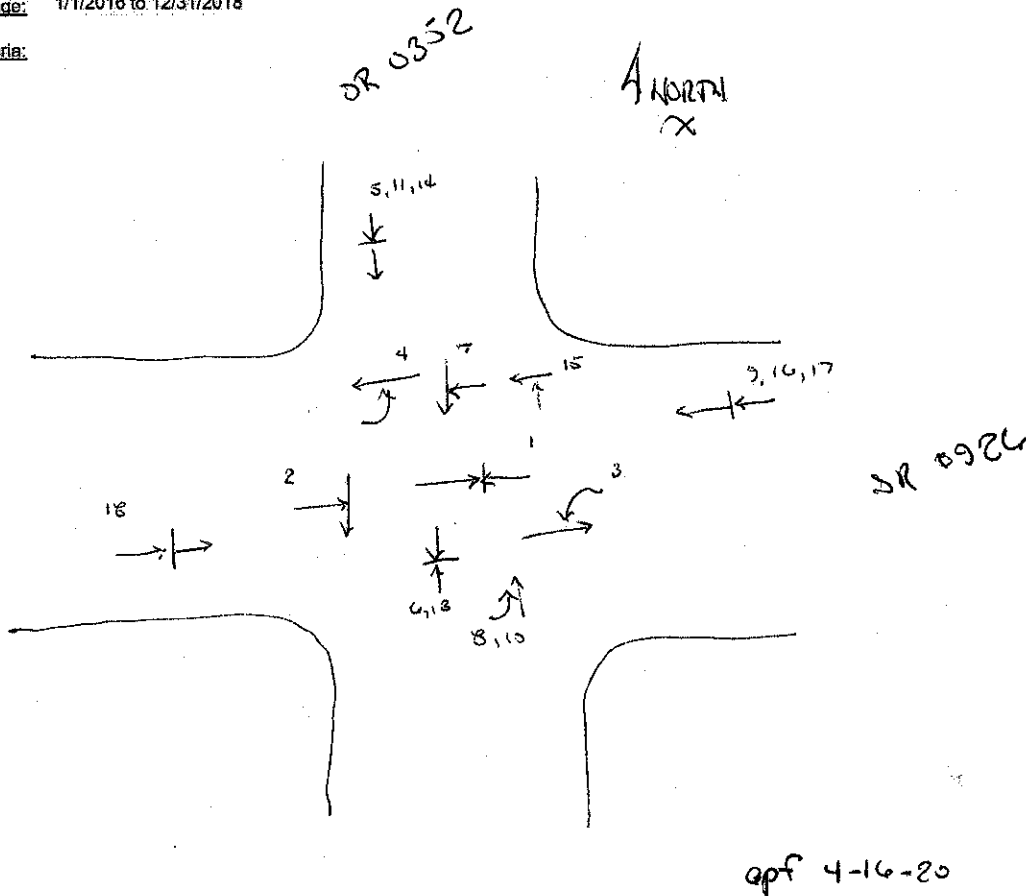
Query ID: 0020200414004

User ID: jpoembra

Area of Interest: (In County 15 On State Route 0352(P) Between Segment 0010 Offset 0 and Segment 0010 Offset 1000) or (In County 15 On State Route 0926(P) Between Segment 0490 Offset 571 and Segment 0500 Offset 1000) or (In County 23 On State Route 0352(P) Between Segment 0220 Offset 1718 and Segment 0220 Offset 2718)

Date Range: 1/1/2016 to 12/31/2018

Criteria:



MOVEMENT, SEQUENCE, AND TIMING DIAGRAM

PHASE	1+6	2+6	3+8	4+8
1,2,3	R	R	R	R
4	G	G	G	G
5,6	Y	Y	Y	Y
7,9	R	R	R	R
8	R	R	R	R
10,11,12	R	R	R	R
13,14	H	H	H	H
15,16	H	H	H	H

FIXED	5	2	5	2	4	2	4	2
MINIMUM	3		15		3		3	
PASSAGE	3				3		3	
MAX 1	7		40		7		20	
MAX 2	7		37		7		23	

PEDESTRIAN*	7	17		7	11
MEMORY	NL		MX	NL	

OPERATION NOTES

1. If followed by 2+6
 2. If followed by 2+6
 3. If followed by 4+8
 4. If followed by 4+8
- CONTROLLER TO DWELL IN PHASE 2+6 UNTIL ACTUATED BY PHASE 3+8 OR 4+8
 - MAX 1 TO OPERATE FROM 6:00 AM-10:00 AM MONDAY-FRIDAY
 - MAX 2 TO OPERATE AT ALL OTHER TIMES
 - * UPON PEDESTRIAN ACTUATION ONLY, OTHERWISE HAND SYMBOL AT ALL TIMES.

EMERGENCY PRE-EMPTION PHASING MOVEMENT, SEQUENCE, AND TIMING DIAGRAM

PHASE	2	6	4	8
1,2,3	G	Y	R	R
4	R	R	R	R
5,6	R	R	R	R
7,9	R	R	R	R
8	R	R	R	R
10,11,12	R	R	R	R
13,14	H	H	H	H
15,16	H	H	H	H

▲ FOR DURATION OF PRE-EMPTION
 NOTE: IF PRE-EMPTION EQUIPMENT HAS ENCODING CAPABILITIES FOR VEHICLE IDENTIFICATION, IT IS RECOMMENDED TO HAVE THE ZERO "00" FEATURE ON, TO GIVE UNCODED EMITTERS THE ABILITY TO ACTIVATE THE EMERGENCY PRE-EMPTION.

EMERGENCY PRE-EMPTION OPERATION NOTES

- SIGNAL TO INDICATE G WHEN RETURNING TO NORMAL OPERATION
- SIGNAL TO INDICATE Y WHEN RETURNING TO NORMAL OPERATION

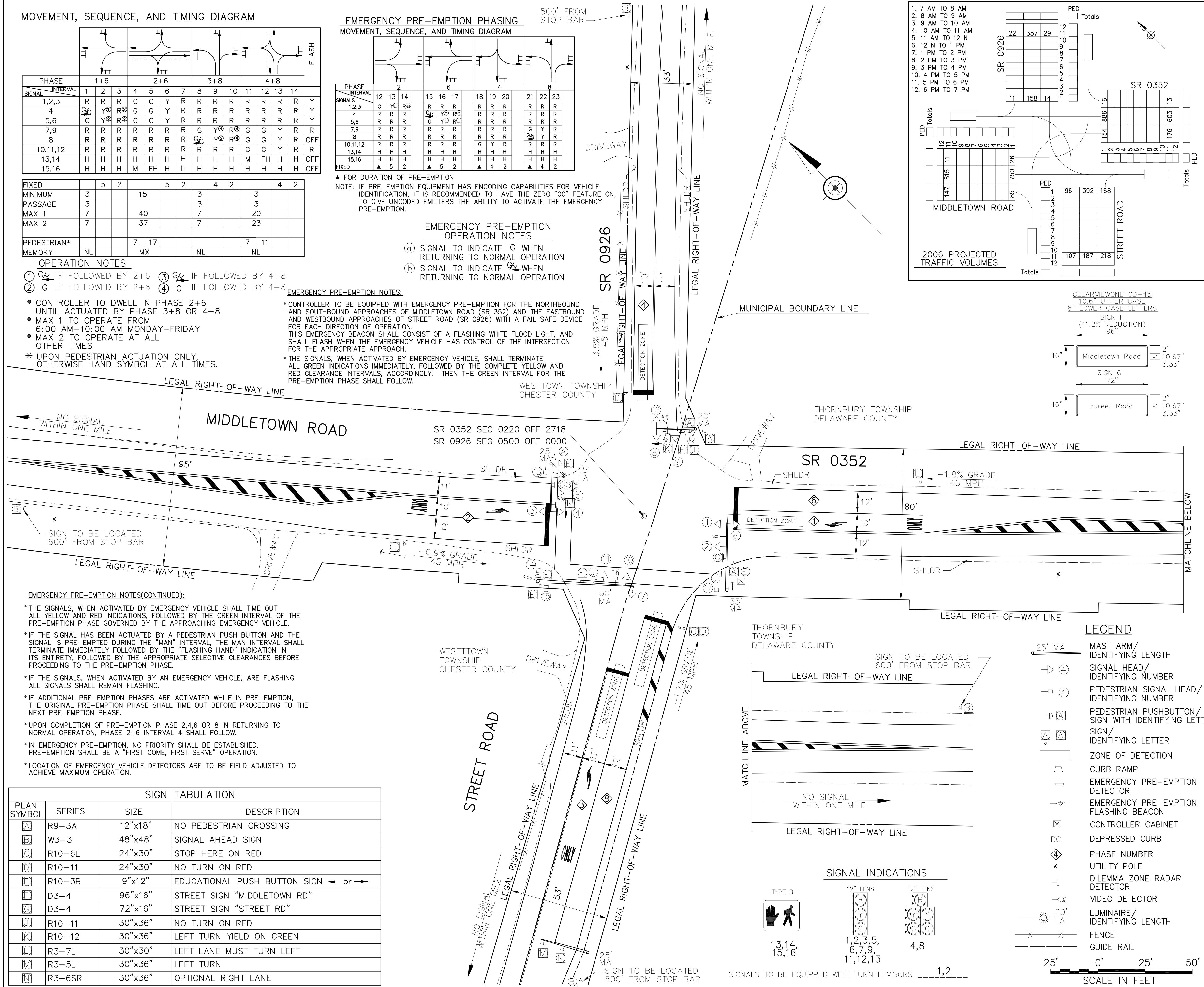
EMERGENCY PRE-EMPTION NOTES:

- CONTROLLER TO BE EQUIPPED WITH EMERGENCY PRE-EMPTION FOR THE NORTHBOUND AND SOUTHBOUND APPROACHES OF MIDDLETOWN ROAD (SR 352) AND THE EASTBOUND AND WESTBOUND APPROACHES OF STREET ROAD (SR 0926) WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.
- THIS EMERGENCY BEACON SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT, AND SHALL FLASH WHEN THE EMERGENCY VEHICLE HAS CONTROL OF THE INTERSECTION FOR THE APPROPRIATE APPROACH.
- THE SIGNALS, WHEN ACTIVATED BY EMERGENCY VEHICLE, SHALL TERMINATE ALL GREEN INDICATIONS IMMEDIATELY, FOLLOWED BY THE COMPLETE YELLOW AND RED CLEARANCE INTERVALS, ACCORDINGLY. THEN THE GREEN INTERVAL FOR THE PRE-EMPTION PHASE SHALL FOLLOW.

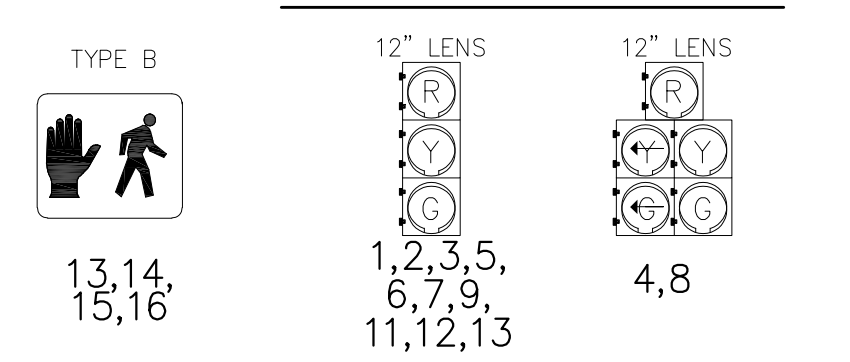
- EMERGENCY PRE-EMPTION NOTES (CONTINUED):**
- THE SIGNALS, WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TIME OUT ALL YELLOW AND RED INDICATIONS, FOLLOWED BY THE GREEN INTERVAL OF THE PRE-EMPTION PHASE GOVERNED BY THE APPROACHING EMERGENCY VEHICLE.
 - IF THE SIGNAL HAS BEEN ACTUATED BY A PEDESTRIAN PUSH BUTTON AND THE SIGNAL IS PRE-EMPTED DURING THE "MAN" INTERVAL, THE MAN INTERVAL SHALL TERMINATE IMMEDIATELY FOLLOWED BY THE "FLASHING HAND" INDICATION IN ITS ENTIRETY, FOLLOWED BY THE APPROPRIATE SELECTIVE CLEARANCES BEFORE PROCEEDING TO THE PRE-EMPTION PHASE.
 - IF THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE, ARE FLASHING ALL SIGNALS SHALL REMAIN FLASHING.
 - IF ADDITIONAL PRE-EMPTION PHASES ARE ACTIVATED WHILE IN PRE-EMPTION, THE ORIGINAL PRE-EMPTION PHASE SHALL TIME OUT BEFORE PROCEEDING TO THE NEXT PRE-EMPTION PHASE.
 - UPON COMPLETION OF PRE-EMPTION PHASE 2,4,6 OR 8 IN RETURNING TO NORMAL OPERATION, PHASE 2+6 INTERVAL 4 SHALL FOLLOW.
 - IN EMERGENCY PRE-EMPTION, NO PRIORITY SHALL BE ESTABLISHED, PRE-EMPTION SHALL BE A "FIRST COME, FIRST SERVE" OPERATION.
 - LOCATION OF EMERGENCY VEHICLE DETECTORS ARE TO BE FIELD ADJUSTED TO ACHIEVE MAXIMUM OPERATION.

SIGN TABULATION

PLAN SYMBOL	SERIES	SIZE	DESCRIPTION
A	R9-3A	12"x18"	NO PEDESTRIAN CROSSING
B	W3-3	48"x48"	SIGNAL AHEAD SIGN
C	R10-6L	24"x30"	STOP HERE ON RED
D	R10-11	24"x30"	NO TURN ON RED
E	R10-3B	9"x12"	EDUCATIONAL PUSH BUTTON SIGN ← or →
F	D3-4	96"x16"	STREET SIGN "MIDDLETOWN RD"
G	D3-4	72"x16"	STREET SIGN "STREET RD"
H	R10-11	30"x36"	NO TURN ON RED
I	R10-12	30"x36"	LEFT TURN YIELD ON GREEN
J	R3-7L	30"x30"	LEFT LANE MUST TURN LEFT
K	R3-5L	30"x36"	LEFT TURN
L	R3-6SR	30"x36"	OPTIONAL RIGHT LANE



SIGNAL INDICATIONS



LEGEND

- MAST ARM/IDENTIFYING LENGTH
- SIGNAL HEAD/IDENTIFYING NUMBER
- PEDESTRIAN SIGNAL HEAD/IDENTIFYING NUMBER
- PEDESTRIAN PUSHBUTTON/SIGN WITH IDENTIFYING LETTER
- SIGN/IDENTIFYING LETTER
- ZONE OF DETECTION
- CURB RAMP
- EMERGENCY PRE-EMPTION DETECTOR
- EMERGENCY PRE-EMPTION FLASHING BEACON
- CONTROLLER CABINET
- DEPRESSED CURB
- PHASE NUMBER
- UTILITY POLE
- DILEMMA ZONE RADAR DETECTOR
- VIDEO DETECTOR
- LUMINAIRE/IDENTIFYING LENGTH
- FENCE
- GUIDE RAIL

2006 PROJECTED TRAFFIC VOLUMES

Time	SR 0926	SR 352	Totals
1. 7 AM TO 8 AM	22	357	379
2. 8 AM TO 9 AM	11	158	169
3. 9 AM TO 10 AM	14	176	190
4. 10 AM TO 11 AM	11	158	169
5. 11 AM TO 12 N	11	158	169
6. 12 N TO 1 PM	11	158	169
7. 1 PM TO 2 PM	11	158	169
8. 2 PM TO 3 PM	11	158	169
9. 3 PM TO 4 PM	11	158	169
10. 4 PM TO 5 PM	11	158	169
11. 5 PM TO 6 PM	11	158	169
12. 6 PM TO 7 PM	11	158	169

GENERAL NOTES

- NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.
- ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES, NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.
- ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.
- POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB OR THE EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM CLEARANCE HORIZONTALLY OF 2 FEET.
- SIGNALS ERECTED OVER THE ROADWAY SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 16 FT. ABOVE THE ROADWAY. POST MOUNTED SIGNALS SHALL BE A MINIMUM OF 8 FT. ABOVE THE SIDEWALK OR PAVEMENT.
- ALL OVERHEAD SIGNALS MUST BE RIGIDLY MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH BACKPLATES.
- THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNALS MEASURED AT RIGHT ANGLES TO THE APPROACH SHALL BE 8 FEET.
- EXACT LOCATION OF DETECTORS SHALL BE DETERMINED PRIOR TO INSTALLATION BY A REPRESENTATIVE OF PENNDOT.
- CURBING TO BE INSTALLED BY MUNICIPALITY AND WHERE NOTED, SHALL BE PLAIN CEMENT CONCRETE CURB OR GRANITE CURB, INSTALLED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS FORM 408.
- PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIALS AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.
- THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 181, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, EFFECTIVE DATE MARCH 29, 2007.
- WHEN LIQUID FUELS MONEY IS USED, SIGNAL INSTALLATION MUST CONFORM TO FORM 408 AND A COPY OF THE PROPOSED SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT TRAFFIC UNIT, FOR REVIEW, PRIOR TO BIDDING.
- PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.
- CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TC-8800 SERIES.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ENGINEERING DISTRICT 6-0

COUNTY: DELAWARE & CHESTER
 MUNICIPALITY: THORNBURY & WESTTOWN TOWNSHIPS
 INTERSECTION: MIDDLETOWN ROAD (SR 352) & STREET ROAD (SR 0926)

REVIEWED: _____ DATE _____
 MUNICIPAL OFFICIAL: _____ DATE _____

RECOMMENDED: STEPHEN B LESTER 9/7/76

DISTRICT TRAFFIC ENGINEER: _____ DATE _____

NO	REVISION	DES/REVW	DATE	REVW	DATE	RECOM	DATE
1	CHANGED TIMING	MAP/MK	12/19/95	MK	12/22/95	DWM	12/22/95
2	CHANGED TIMING	SHG/	11/28/01	WJE	11/28/01	LRB	11/28/01
3	CHANGED TIMING	SHG/	12/10/03	MK	1/06/04	LRB	1/8/04
4	ADDED EB RT TURN LN AND FULL MODERNIZATION	TPD/RMC	6/15/06	MK	6/19/06	LRB	6/23/06
5	CHANGED EB LANE CONFIG. ADD OHLC/PVMT MARKINGS	BJD	12/18/07	PL	12/18/07	ABP	12/19/07
6	ADDED EB LT TURN PHASE SB NTOR	AF/					
7							
8							

SUBMITTED FOR REVIEW

MOVEMENT, SEQUENCE, AND TIMING DIAGRAM

PHASE	INTERVAL	1+6	2+6	3+8	4+8
1,2,3	R	R	R	R	R
4	G	Y	R	G	Y
5,6	G	Y	R	G	Y
7,9	R	R	R	R	R
8	R	R	R	R	R
10,11,12	R	R	R	R	R
13,14	H	H	H	H	H
15,16	H	H	H	H	H

EMERGENCY PRE-EMPTION PHASING MOVEMENT, SEQUENCE, AND TIMING DIAGRAM

PHASE	INTERVAL	12	13	14	15	16	17	18	19	20	21	22	23
1,2,3	G	Y	R	G	Y	R	G	Y	R	G	Y	R	G
4	R	R	R	R	R	R	R	R	R	R	R	R	R
5,6	R	R	R	R	R	R	R	R	R	R	R	R	R
7,9	R	R	R	R	R	R	R	R	R	R	R	R	R
8	R	R	R	R	R	R	R	R	R	R	R	R	R
10,11,12	R	R	R	R	R	R	R	R	R	R	R	R	R
13,14	H	H	H	H	H	H	H	H	H	H	H	H	H
15,16	H	H	H	H	H	H	H	H	H	H	H	H	H

▲ FOR DURATION OF PRE-EMPTION
 NOTE: IF PRE-EMPTION EQUIPMENT HAS ENCODING CAPABILITIES FOR VEHICLE IDENTIFICATION, IT IS RECOMMENDED TO HAVE THE ZERO "00" FEATURE ON, TO GIVE UNCODED EMITTERS THE ABILITY TO ACTIVATE THE EMERGENCY PRE-EMPTION.

EMERGENCY PRE-EMPTION OPERATION NOTES

- (a) SIGNAL TO INDICATE G WHEN RETURNING TO NORMAL OPERATION
- (b) SIGNAL TO INDICATE Y WHEN RETURNING TO NORMAL OPERATION

EMERGENCY PRE-EMPTION NOTES:

- * CONTROLLER TO BE EQUIPPED WITH EMERGENCY PRE-EMPTION FOR THE NORTHBOUND AND SOUTHBOUND APPROACHES OF MIDDLETOWN ROAD (SR 352) AND THE EASTBOUND AND WESTBOUND APPROACHES OF STREET ROAD (SR 0926) WITH A FAIL SAFE DEVICE FOR EACH DIRECTION OF OPERATION.
- * THIS EMERGENCY BEACON SHALL CONSIST OF A FLASHING WHITE FLOOD LIGHT, AND SHALL FLASH WHEN THE EMERGENCY VEHICLE HAS CONTROL OF THE INTERSECTION FOR THE APPROPRIATE APPROACH.
- * THE SIGNALS, WHEN ACTIVATED BY EMERGENCY VEHICLE, SHALL TERMINATE ALL GREEN INDICATIONS IMMEDIATELY, FOLLOWED BY THE COMPLETE YELLOW AND RED CLEARANCE INTERVALS, ACCORDINGLY. THEN THE GREEN INTERVAL FOR THE PRE-EMPTION PHASE SHALL FOLLOW.

OPERATION NOTES

- 1. G IF FOLLOWED BY 2+6 2. G IF FOLLOWED BY 4+8
- 3. G IF FOLLOWED BY 2+6 4. G IF FOLLOWED BY 4+8
- * CONTROLLER TO DWELL IN PHASE 2+6 UNTIL ACTUATED BY PHASE 3+8 OR 4+8
- * MAX 1 TO OPERATE FROM 6:00 AM-10:00 AM MONDAY-FRIDAY
- * MAX 2 TO OPERATE AT ALL OTHER TIMES
- * UPON PEDESTRIAN ACTUATION ONLY, OTHERWISE HAND SYMBOL AT ALL TIMES.

EMERGENCY PRE-EMPTION NOTES (CONTINUED):

- * THE SIGNALS, WHEN ACTIVATED BY EMERGENCY VEHICLE SHALL TIME OUT ALL YELLOW AND RED INDICATIONS, FOLLOWED BY THE GREEN INTERVAL OF THE PRE-EMPTION PHASE GOVERNED BY THE APPROACHING EMERGENCY VEHICLE.
- * IF THE SIGNAL HAS BEEN ACTUATED BY A PEDESTRIAN PUSH BUTTON AND THE SIGNAL IS PRE-EMPTED DURING THE "MAN" INTERVAL, THE MAN INTERVAL SHALL TERMINATE IMMEDIATELY FOLLOWED BY THE "FLASHING HAND" INDICATION IN ITS ENTIRETY, FOLLOWED BY THE APPROPRIATE SELECTIVE CLEARANCES BEFORE PROCEEDING TO THE PRE-EMPTION PHASE.
- * IF THE SIGNALS, WHEN ACTIVATED BY AN EMERGENCY VEHICLE, ARE FLASHING ALL SIGNALS SHALL REMAIN FLASHING.
- * IF ADDITIONAL PRE-EMPTION PHASES ARE ACTIVATED WHILE IN PRE-EMPTION, THE ORIGINAL PRE-EMPTION PHASE SHALL TIME OUT BEFORE PROCEEDING TO THE NEXT PRE-EMPTION PHASE.
- * UPON COMPLETION OF PRE-EMPTION PHASE 2,4,6 OR 8 IN RETURNING TO NORMAL OPERATION, PHASE 2+6 INTERVAL 4 SHALL FOLLOW.
- * IN EMERGENCY PRE-EMPTION, NO PRIORITY SHALL BE ESTABLISHED, PRE-EMPTION SHALL BE A "FIRST COME, FIRST SERVE" OPERATION.
- * LOCATION OF EMERGENCY VEHICLE DETECTORS ARE TO BE FIELD ADJUSTED TO ACHIEVE MAXIMUM OPERATION.

R9-3

SIGN TABULATION

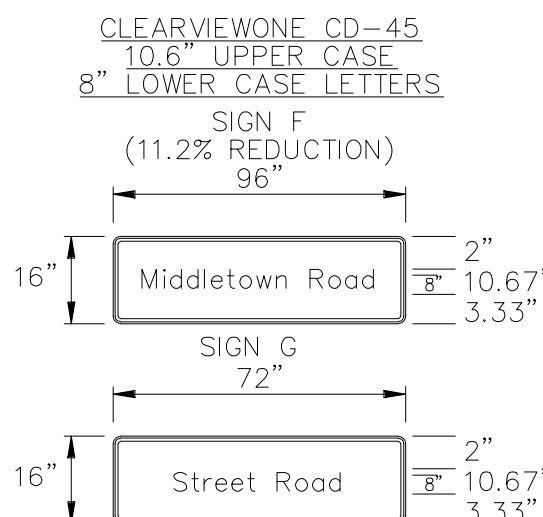
PLAN SYMBOL	SERIES	SIZE	DESCRIPTION
(A)	R9-3A	12"x18"	NO PEDESTRIAN CROSSING
(B)	W3-3	48"x48"	SIGNAL AHEAD SIGN
(C)	R10-6L	24"x30"	STOP HERE ON RED
(D)	R10-11	24"x30"	NO TURN ON RED
(E)	R10-3B	9"x12"	EDUCATIONAL PUSH BUTTON SIGN ← or →
(F)	D3-4	96"x16"	STREET SIGN "MIDDLETOWN RD"
(G)	D3-4	72"x16"	STREET SIGN "STREET RD"
(H)	R10-11	30"x36"	NO TURN ON RED
(I)	R10-12	30"x36"	LEFT TURN YIELD ON GREEN
(J)	R3-7L	30"x30"	LEFT LANE MUST TURN LEFT
(K)	R3-5L	30"x36"	LEFT TURN
(L)	R3-6SR	30"x36"	OPTIONAL RIGHT LANE

2006 PROJECTED TRAFFIC VOLUMES

Time	SR 0926	SR 352	Street
7 AM TO 8 AM	22	357	29
8 AM TO 9 AM	11	158	14
9 AM TO 10 AM	11	158	14
10 AM TO 11 AM	11	158	14
11 AM TO 12 N	11	158	14
12 N TO 1 PM	11	158	14
1 PM TO 2 PM	11	158	14
2 PM TO 3 PM	11	158	14
3 PM TO 4 PM	11	158	14
4 PM TO 5 PM	11	158	14
5 PM TO 6 PM	11	158	14
6 PM TO 7 PM	11	158	14

GENERAL NOTES

- NO MODIFICATIONS OF THIS INSTALLATION ARE PERMITTED UNLESS PRIOR APPROVAL IS GRANTED IN WRITING BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.
- ALL MAINTENANCE WORK INCLUDING TRIMMING OF TREES, NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS IS THE RESPONSIBILITY OF THE PERMITTEE.
- ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH PUBLICATION NO. 212.
- POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB OR THE EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM CLEARANCE HORIZONTALLY OF 2 FEET.
- SIGNALS ERECTED OVER THE ROADWAY SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 16 FT. ABOVE THE ROADWAY. POST MOUNTED SIGNALS SHALL BE A MINIMUM OF 8 FT. ABOVE THE SIDEWALK OR PAVEMENT.
- ALL OVERHEAD SIGNALS MUST BE RIGIDLY MOUNTED, TOP AND BOTTOM, AND EQUIPPED WITH BACKPLATES.
- THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNALS MEASURED AT RIGHT ANGLES TO THE APPROACH SHALL BE 8 FEET.
- EXACT LOCATION OF DETECTORS SHALL BE DETERMINED PRIOR TO INSTALLATION BY A REPRESENTATIVE OF PENNDOT.
- CURBING TO BE INSTALLED BY MUNICIPALITY AND WHERE NOTED, SHALL BE PLAIN CEMENT CONCRETE CURB OR GRANITE CURB, INSTALLED IN ACCORDANCE WITH DEPARTMENT SPECIFICATIONS FORM 408.
- PRIOR TO INSTALLATION THE CONTRACTOR SHALL CONSULT WITH THE LOCAL OFFICIALS AND UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.
- THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF THE LATEST AMENDMENT TO ACT 181, PREVENTION OF DAMAGE TO UNDERGROUND UTILITIES, EFFECTIVE DATE MARCH 29, 2007.
- WHEN LIQUID FUELS MONEY IS USED, SIGNAL INSTALLATION MUST CONFORM TO FORM 408 AND A COPY OF THE PROPOSED SPECIFICATIONS MUST BE SUBMITTED TO THE DISTRICT TRAFFIC UNIT, FOR REVIEW, PRIOR TO BIDDING.
- PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR ANY CHANGES IN INTERSECTION GEOMETRY REGARDING EXCAVATION.
- CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS TC-8800 SERIES.



Township needs to consider radar dilemma zone under this or identify a future effort. 45mph, free operation 24/7, more reliable than the cameras you're proposing.

Place Sign J in between the heads, since you are moving Sign F.

Place Sign J to left of signal head #2.

Can hold 1+6 and 3+8 (include in rev description).

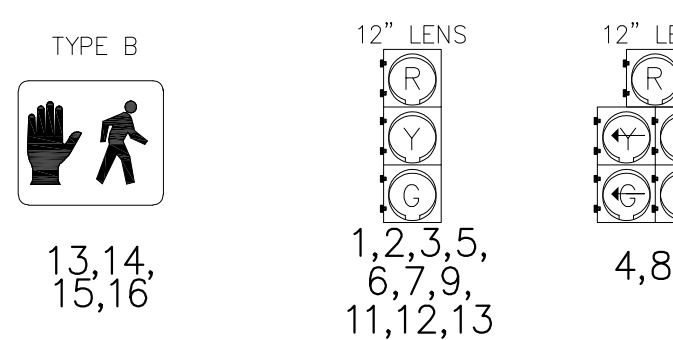
Include in work plan to swap current locations of Sign J and F to match the plan as shown here.

Show symbol on plan graphically.

LEGEND

- MAST ARM/IDENTIFYING LENGTH
- SIGNAL HEAD/IDENTIFYING NUMBER
- PEDESTRIAN SIGNAL HEAD/IDENTIFYING NUMBER
- PEDESTRIAN PUSHBUTTON/SIGN WITH IDENTIFYING LETTER
- SIGN/IDENTIFYING LETTER
- ZONE OF DETECTION
- CURB RAMP
- EMERGENCY PRE-EMPTION DETECTOR
- EMERGENCY PRE-EMPTION FLASHING BEACON
- CONTROLLER CABINET
- DEPRESSED CURB
- PHASE NUMBER
- UTILITY POLE
- DILEMMA ZONE RADAR DETECTOR
- VIDEO DETECTOR
- LUMINAIRE/IDENTIFYING LENGTH
- FENCE
- GUIDE RAIL

SIGNAL INDICATIONS



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
 ENGINEERING DISTRICT 6-0

COUNTY: DELAWARE & CHESTER
 MUNICIPALITY: THORNBURY & WESTTOWN TOWNSHIPS
 INTERSECTION: MIDDLETOWN ROAD (SR 0352) & STREET ROAD (SR 0926)

REVIEWED: _____ DATE _____
 MUNICIPAL OFFICIAL _____ DATE _____

RECOMMENDED: STEPHEN B LESTER 9/7/76

DISTRICT TRAFFIC ENGINEER _____ DATE _____

NO	REVISION	DES/REVW	DATE	REVW	DATE	RECOM	DATE
1	CHANGED TIMING	MAP/MK	12/19/95	MK	12/22/95	DWM	12/22/95
2	CHANGED TIMING	SHG/	11/28/01	WJE	11/28/01	LRB	11/28/01
3	CHANGED TIMING	SHG/	12/10/03	MK	1/06/04	LRB	1/8/04
4	ADDED EB RT TURN LN AND FULL MODERNIZATION	TPD/RMC	6/15/06	MK	6/19/06	LRB	6/23/06
5	CHANGED EB LANE CONFIG. ADD OHLC/PVMT MARKINGS	BJD	12/18/07	PL	12/18/07	ABP	12/19/07
6	ADDED EB LT TURN PHASE SB NTOR	AF/					
7							
8							

SHEET 1 of 1 PERMIT # 62-1979 FILE # 1979

SUBMITTED FOR REVIEW



WESTTOWN TOWNSHIP
PUBLIC HEALTH SAFETY MEASURES
CORONAVIRUS DISEASE 2019 (COVID-19)
TOWNSHIP OPERATIONS PLAN
DURING WOLF ADMINISTRATION YELLOW PHASE

Beginning Monday June 15, 2020 and continuing until Governor Wolf's Administration moves Chester County to Green Phase (date TBD)

- All township administrative staff will be working full-time in the township administration building, and phone calls will be answered.
- Residents making tax, utility, and permit payments are encouraged to use the secure drop-box outside, U.S. Mail, or pay by credit card online, but walk-ins will be accepted.
- Building and zoning permit applications may be received from walk-ins at the building foyer counter, and permits may likewise be picked up at the counter. However, application activities will continue to be received via email.
- Building, zoning, and Use & Occupancy permit inspections will be conducted in-person.
- The Public Works department will continue maintaining township roads, buildings, wastewater & stormwater infrastructure, parks, and open spaces.
- Trash and recycling operations will continue with the normal schedule. Bulk item pickup will be reinstated on June 25th.
- Visitors to the township administration building shall enter the building through the main entrance only and remain in the foyer only. Only one visitor may enter the administrative office foyer at any time.
- Visitors shall wear a face mask at all times and adhere to CDC distancing protocols.
- Stokes Assembly Hall shall remain closed to all public meetings.
- There shall be no in-person meetings held in township buildings. All public meetings will be held using a virtual meeting platform.
- Township Parks: Tennis courts and portable toilets are open. Pavilion use is limited to 25 people and requires a permit. The baseball and soccer fields are open to small group practices only. The basketball court and playground remain closed until we reach the Green Phase.

Check Register

Westtown Township

12-Jun-20

From: 02-Jun-20 To: 15-Jun-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15610	6/10/2020	1009	Ann Marie Cassidy	\$850.00	O
15611	6/10/2020	7178	Buckley Brion	\$2,114.00	O
15612	6/10/2020	1201	Charles A. Higgins & Sons, Inc	\$9,581.75	O
15613	6/10/2020	5547	CJs Tire & Automotive Svcs	\$26.41	O
15614	6/10/2020	7191	Code Inspections Inc	\$5,665.65	O
15615	6/10/2020	960	CONTRACTORS CHOICE	\$135.00	O
15616	6/10/2020	1206	Freedom Systems Corporation	\$2,462.00	O
15617	6/10/2020	48	H. A. Weigand Inc	\$131.00	O
15618	6/10/2020	127	In-Fleet Truck Service	\$628.34	O
15619	6/10/2020	406307	Lorell Urbahns	\$50.00	O
15620	6/10/2020	406291	R.E. Michel Company, LLC	\$26.40	O
15621	6/11/2020	406317	Christopher Cotter	\$878.18	O
15622	6/11/2020	406318	Dale & Laura Scanlon	\$730.93	O
15623	6/11/2020	406311	Matthew & Hayley Leocha	\$388.41	O
15624	6/11/2020	406314	Michael Burns	\$348.28	O
15625	6/11/2020	406312	Nathan & Christine Olewine	\$652.45	O
15626	6/11/2020	406315	Nipa Thakkar	\$1,020.49	O
15627	6/11/2020	406316	Pieter & Kathryn Einthoven	\$667.89	O
15628	6/11/2020	406313	Thomas & Maureen Donnelly	\$1,523.57	O
Bank Total:				\$27,880.75	
Bank Account: 8 Enterprise Fund					
1008	6/9/2020	1196	McGovern, Inc.	\$3,406.25	O
1009	6/11/2020	6468	Carroll Engineering Corp	\$5,146.05	O
1010	6/11/2020	39	Grainger	\$365.10	O
1011	6/11/2020	5666	M&B Environmental, Inc.	\$3,026.08	O
1012	6/11/2020	1196	McGovern, Inc.	\$1,716.00	O
1013	6/11/2020	1164	Univar USA, Inc.	\$4,462.12	O
Bank Total:				\$18,121.60	
Bank Account: 18 CAPITAL PROJECTS FUND					
1214	6/3/2020	406282	YSM Landscape Architects	\$920.00	O
1215	6/11/2020	6468	Carroll Engineering Corp	\$181.25	O
Bank Total:				\$1,101.25	
Total Of Checks:				\$47,103.60	