

**BEFORE THE ZONING HEARING BOARD
OF
WESTTOWN TOWNSHIP**

APPLICATION OF MALVERN SCHOOL REAL ESTATE, LP

Hearing Date: February 22, 2021

APPLICANT'S EXHIBITS

- A-1 Zoning Hearing Board Application and Cover Letter dated December 22, 2020
- A-2 Property Deed
- A-3 Google Map Aerial
- A-4 Highway Plan prepared by Traffic Planning and Design dated January 28, 2021
- A-5 Proposed Sign Plan
- A-6 Sanitary Sewer Easement Agreement between Malvern School Real Estate, LP and Westtown Township
- A-7 Photograph of Temporary Sign
- A-8 Photograph showing required location at 65 feet
- A-9 Photographs of other existing signage in surrounding area
- A-10 Meeting Minutes from January 20, 2021 Planning Commission Meeting.

Debra A. Shulski
debbie@rrhc.com
extension: 210



RILEY RIPER HOLLIN & COLAGRECO
ATTORNEYS AT LAW

December 22, 2020

via Overnight Mail

Mila Robinson, Interim Zoning Officer
Westtown Township
1038 Wilmington Pike
West Chester, PA 19382

**Re: Malvern School Real Estate, LP
Zoning Hearing Board Application**

Dear Ms. Robinson:

Enclosed for filing on behalf of Malvern School Real Estate, LP, please find a Zoning Hearing Board Application with respect to property located at 5 East Pleasant Grove Road, West Chester in Westtown Township ("Property"). The Property was recently developed and constructed for a Malvern School and proposed to open in January 2021.

The scope of this Zoning Application is limited to signage with respect to the proposed location of a pylon sign as more fully described in the enclosed Application. Enclosed as part of this submission are eight (8) copies of the following documents (unless otherwise noted):

1. Zoning Hearing Board Application form;
2. Highway Plan prepared by Traffic Planning and Design dated 9-23-20;
3. Sign Package;
4. One (1) copy of the Property deed;
5. One (1) copy of the Easement Agreement with the Township;
6. Check in the amount of \$850.00 made payable to Westtown Township for the Application filing fee.

Kindly place this Application on the next available Zoning Hearing Board agenda and advise whether it would be scheduled before any other committees or commissions for review in advance of the hearing. It is my understanding that the Township handles all applicable notice requirements, including individual notice, publication of the hearing notice and posting of the Property. If this is not the case, however, please advise at earliest convenience.

A-1

Mila Robinson, Interim Zoning Officer
Westtown Township
December 22, 2020
Page 2 of 2

Thank you for your attention to this matter. If you have any questions or require any additional information, please feel free to give me a call.

Very truly yours,



DEBRA A. SHULSKI

DAS/mrm
Enclosures

cc: Joe Scandone (*w/enclosures via email*)
Matt Cook (*w/enclosures via email*)
Lou Colagreco, Esquire (*w/enclosures via email*)
Dan Flaville (*w/enclosures via email*)

Westtown Township

PO Box 79
Westtown, PA 19395



P: 610.692.1930
F: 610.692.9651
www.westtownpa.org

Zoning Hearing Board Application

Township Use Only

Date Received: _____ Date Accepted: _____
Project No.: _____ Fee/Date Paid: _____
Parcel No.: _____ Acreage of Property: _____
Zoning Dist. _____

Applicant & Owner Information

Property Owner Malvern School Real Estate Phone _____
Mailing Address 5 E. Pleasant Grove Road City West Chester , Zip 19382
E-mail jscandone@malvernschool.com

Applicant Same as owner Phone _____
Mailing Address _____ City _____ , Zip _____
E-mail _____

Request

Section 2104: Appeals from the Zoning Officer _____

Section 2105: Challenge to the validity of the
Zoning Ordinance or Map _____

Section 2106: Challenge to the Flexible
Development Procedure _____

Section 2107: Variances _____ X (From Section 170-1805.A.2)

Section 2108: Special Exceptions _____

Description of request

Please provide below or attach a narrative of your request to enable the Zoning Hearing Board Solicitor to prepare a correct and true advertisement. As part of the narrative, please describe:

- * The property under consideration (size of lot, dimensions, etc.) and its physical location (e.g. nearby intersections, landmarks, etc.).
- * The present use of the property (residential, retail, office, etc.), and all existing improvements located on it (house, garage, and shed; office and parking lot; etc.).
- * The proposed improvements, additions and/or change of use. For physical changes to the lot or structures, indicate the size of all proposed improvements, materials to be used and general construction to be carried out. Attach a plan or sketch for illustration.
- * State the variance, special exception, or other relief requested and cite the appropriate section(s) of the [Zoning Ordinance](#).
- * Provide the reasons why the relief you requested is needed and why the relief should be granted (Please see [§2104-2108 of the Zoning Ordinance](#), as amended, where applicable).

The Property is approximately 2.5 acres in size and located at 5 East Pleasant Grove Road which is at the intersection of Route 202 and East Pleasant Grove Road. The Property was recently developed and constructed for a Malvern School and scheduled to open in January 2021. The Applicant is proposing a pylon sign along Route 202 within an easement area which has been approved by Westtown Township. As directed by the Zoning Officer, the Applicant is seeking a dimensional and/or *de minimis* variance from §170-1805.A.2 to permit the pylon sign to be located within the "public right of way" as defined by the Zoning Ordinance (but is outside of the existing legal right of way as defined in Section 170-201 of the Zoning Ordinance. Applicant also seeks any other relief determined to be necessary. The Property is uniquely situated in that it sits beneath the streetscape and therefore has minimal visibility from the roadway. Applicant intends to present evidence at the time of the hearing to support the grant of variance relief.



This instrument was prepared by
and after recording, please return
this instrument to:

Central Montgomery Abstract Co., Inc.
1904-1906 Swede Road
East Norriton, PA., 19401
Phone Number: 610-279-2975
42042



UPI No. 67-4-38

| | |
|---------------------|--------------|
| CONSIDERATION: | \$700,000.00 |
| STATE TRANSFER TAX: | \$ 7,000.00 |
| LOCAL TRANSFER TAX: | \$ 7,000.00 |

DEED

The address of the within
named Grantee is:

20 Creek Road
Glen Mills, PA 19342

Rosalind H Baker

THIS DEED, Made the *1st* day of November, 2018.

BETWEEN LV Associates, L.P., a Pennsylvania limited partnership (hereinafter called the Grantor), of the one part, AND Malvern School Real Estate, LP, a Pennsylvania limited partnership, (hereinafter called the Grantee), of the other part.

WITNESSETH, That the said Grantor, for and in consideration of the sum of seven hundred thousand (\$700,000.00) dollars, lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released, and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

PREMISES "A"

TRACT #1 ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Westtown, County of Chester and Commonwealth of Pennsylvania, bounded and described, as follows:-

BEGINNING at a point in the middle of the Wilmington and West Chester Pike, said point being South 70 degrees 10 minutes West 16.2 feet from a marble stone set on the East side of said pike, being the original Northwest corner of the school tract; thence extending along the middle of said pike, North 21 degrees 33 minutes West 20.01 feet to an iron pin; thence extending along other land of Charles J. Garrett and passing over an iron pin set on the East side of said pike, North 70 degrees 10 minutes East 415.16 feet to an iron pin; thence still extending along land of said Garrett South 21 degrees 32 minutes East 218.84 feet to an iron pin set in the middle of a public Road leading from the Wilmington and West Chester Pike to Westtown Station; thence extending along the middle of said road, by land of Ida L. Turner, South 70 degrees 26 minutes West 178.12 feet to a marble stone a corner of land of Westtown Township School District; thence leaving the road and extending along said land the next two remaining courses and distances, to wit: (1) North 21 degrees 32 minutes West 198 feet to a marble stone, and (2) thence South 70 degrees 10 minutes West 237.05 feet to the first mentioned point and place of beginning.

TRACT #2 ALSO ALL THAT CERTAIN lot or piece of land, SITUATE in the Township of Westtown, County of Chester and Commonwealth of Pennsylvania, bounded and described, as follows:-

BEGINNING at the East side of the Wilmington Pike in the middle of the road leading from said pike to the Concord Road, at a corner of Daniel Sullivan's land; thence running along the East side of said pike North 24-1/2 degrees West 12 perches to a stone a corner of other land of the said George Faucett; thence by said other land North 67-1/4 degrees East 13-1/3 perches to a stone; thence South 24-1/2 degrees East 12 perches to a stone in the middle of the road leading to the Concord Road; thence along the same South 67-1/4 degrees West 13-1/3 perches to the place of beginning.

PREMISES "B"

ALL THAT CERTAIN tract of land, SITUATED in Westtown Township, Chester County, Pennsylvania, bounded and described in accordance with a Final Subdivision Plan prepared by Chester Valley Engineers, Inc., dated 1/13/1993, last revised 11/9/1993 recorded in the Office of the Recorder of Deeds for Chester County, PA, as Plan No. 12369, as follows:-

BEGINNING at a point on the Easterly side of Route 202, said point of beginning being a Southwesterly corner of Parcel "A" as shown on said plan and the Northwesterly corner of the about to be described parcel; thence extending along said Parcel "A" the four following courses

and distances: (1) North 65 degrees 41 minutes 00 seconds East 266.36 feet to a point of curve, (2) along the curve of a circle having a radius of 33.00 feet the arc distance of 36.05 feet, (3) North 88 degrees 26 minutes 39 seconds East 94.18 feet and (4) South 26 degrees 01 minute 00 seconds East 35.82 feet to a point a corner of land now or late of the Westtown Township Supervisors, as shown on said plan; thence extending along said land South 65 degrees 41 minutes 00 seconds West 373.19 feet to a point on the aforementioned side of Route 202; thence extending along said side of said road, North 25 degrees 00 minutes 07 seconds West 100.00 feet to the first mentioned point and place of beginning.

BEING Parcel "B" on said Plan.

IN COMPOSITE known as 1081 Wilmington Pike.

IN COMPOSITE BEING Chester County UPI No. 67-4-38.

BEING the same premises which Board of Supervisors of Westtown Township by Deed dated February 14, 2008, recorded February 19, 2008 in the Office of the Recorder of Deeds for Chester County, PA, in Record Book 7367 page 1453 conveyed unto LV Associates, L.P., a Pennsylvania limited partnership, in fee.

Together with all and singular the and all buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground described, buildings and improvements, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its/their successors and assigns, to and for the only proper use and behoof of the said Grantee, its/their successors and assigns, forever.

And the said Grantor, for itself and its successors does hereby covenant, promise and agree, to and with the said Grantee, its/their successors and assigns, by these presents, that it, the said Grantor and its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its/their successors and assigns, against it, the said Grantor and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will **SPECIALLY WARRANT** and forever **DEFEND**.

In Witness Whereof, the Grantor has caused these presents to be duly executed, as of the day and year first above written.

LV Associates, L.P., a

Pennsylvania limited partnership

**By: LV Realty, Inc., its Sole
General Partner**

By:



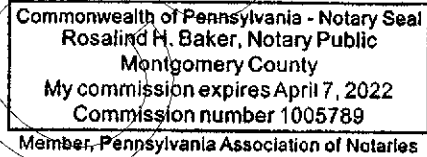
Adam R. Loew, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER

ON THIS, the *1st* day of November, 2018, before me, a Notary Public, the undersigned officer, personally appeared Adam R. Loew, who acknowledged himself to be the President of LV Realty, Inc., the corporation named in the foregoing instrument as the General Partner of LV Associates, L.P., a limited partnership, and that he as such officer of the General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained in the name of such limited partnership by himself as President of the General Partner.

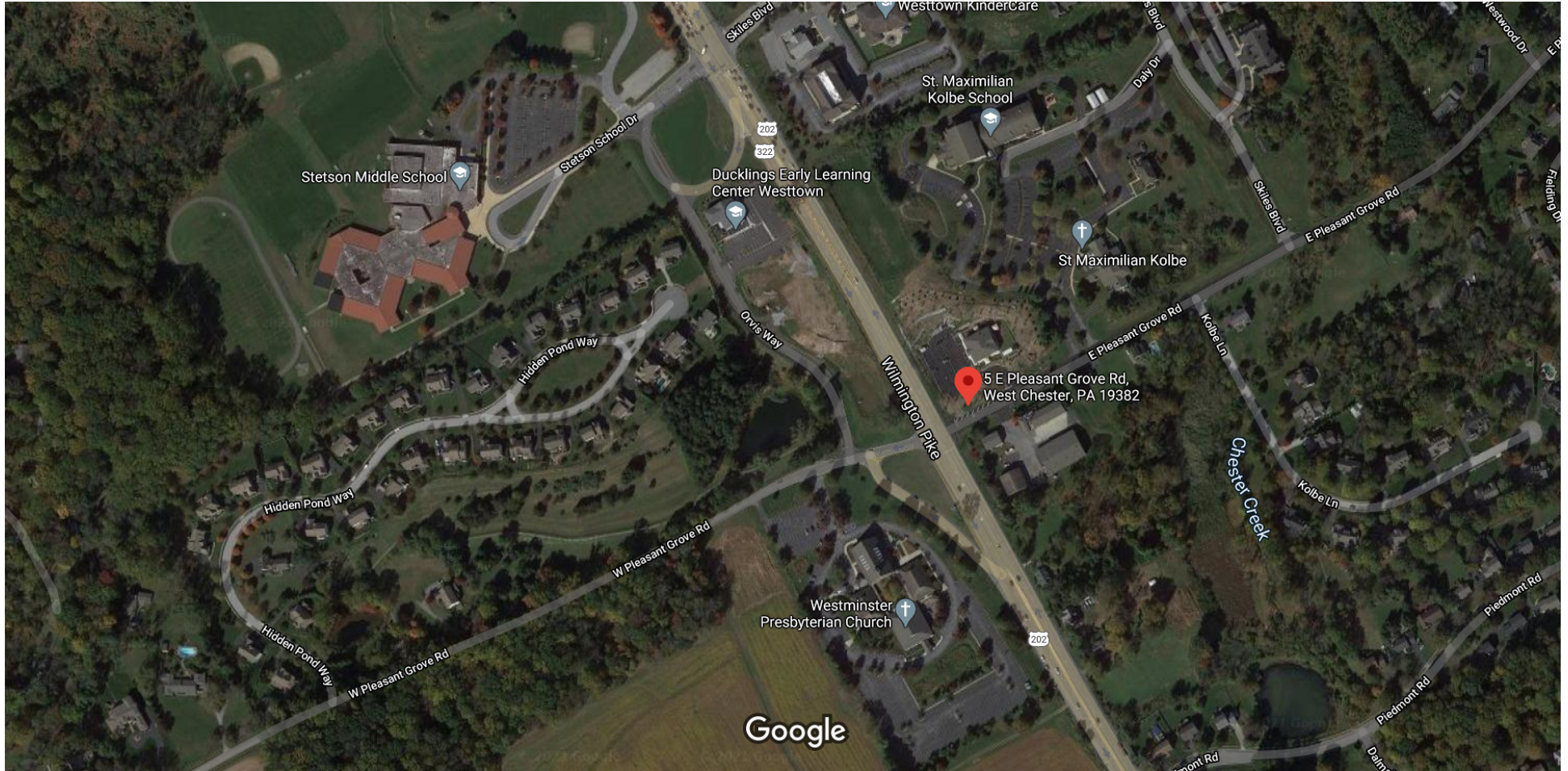
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rosalind H. Baker



Unofficial

Google Maps 5 E Pleasant Grove Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 200 ft



5 E Pleasant Grove Rd

West Chester, PA 19382



Directions



Save



Nearby



Send to your phone



Share



WCG8+VV West Chester, Pennsylvania

Photos



At this place

2/19/2021

5 E Pleasant Grove Rd - Google Maps

The Malvern School of Westtown

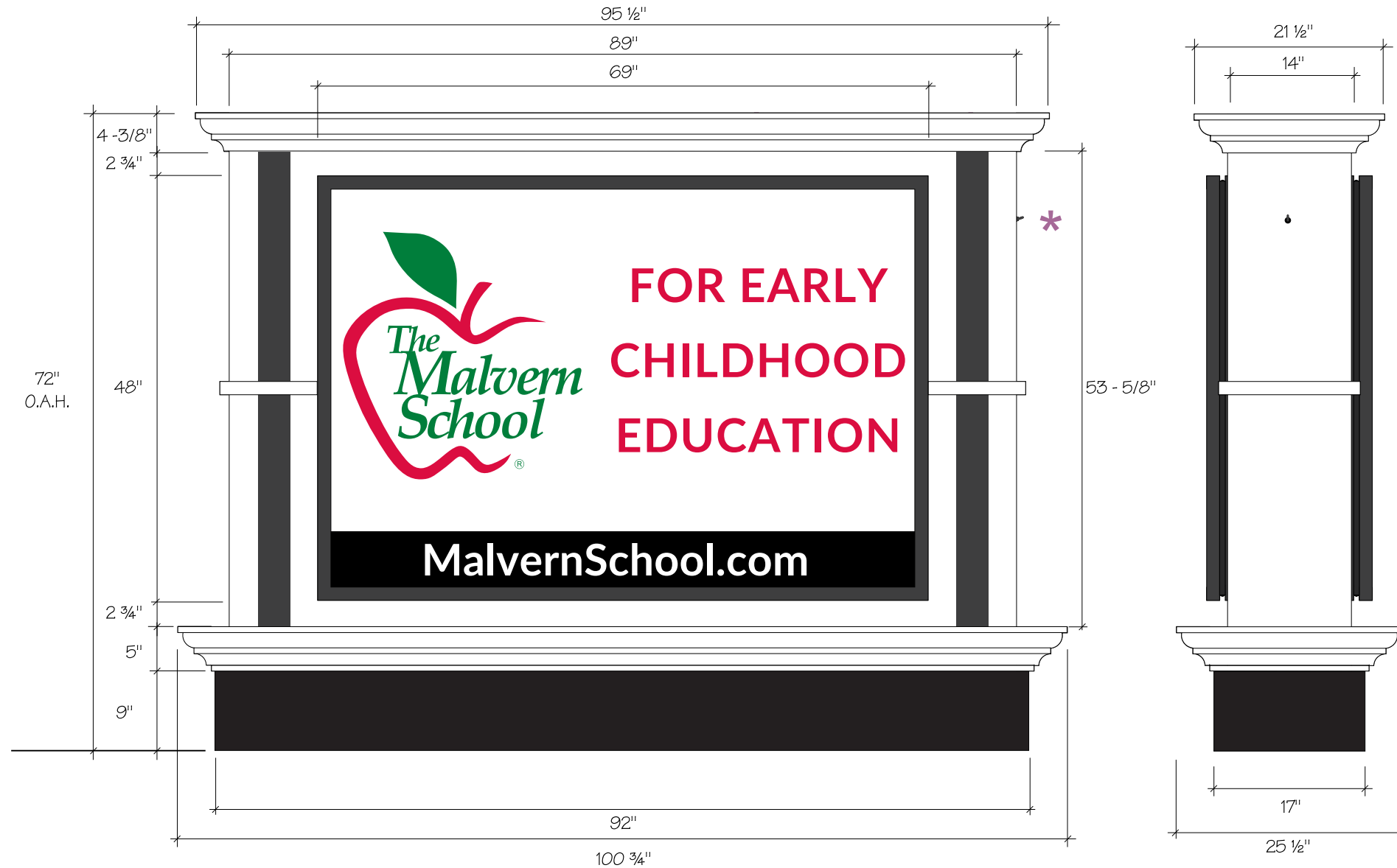
No reviews

Preschool



DOUBLE FACED, INTERNALLY-ILLUMINATED MONUMENT SIGN (1)

- (1) Double faced, internally illuminated monument sign:
 - Fabricated aluminum cabinet w/ .125" alum. exterior & internal alum. angle frame (lit w/ LEDs)
 - Fabricated top & bottom molding
 - aluminum tube "accent" bars
 - painted black stripe
 - 4' - 0" x 5' - 9" internally illuminated, w/ extruded aluminum retainers with 3/16" white polycarbonate faces w/ OPAQUE WHITE VINYL BACKGROUND and translucent graphics to match logo - LED lighting
 - fabricated aluminum base



MURDOCH ENGINEERING
SIGN STRUCTURE PROFESSIONALS

2 HUMMINGBIRD CT.
HOWELL NJ 07731
(973) 570-8215

Jere Murdoch 12/11/2020

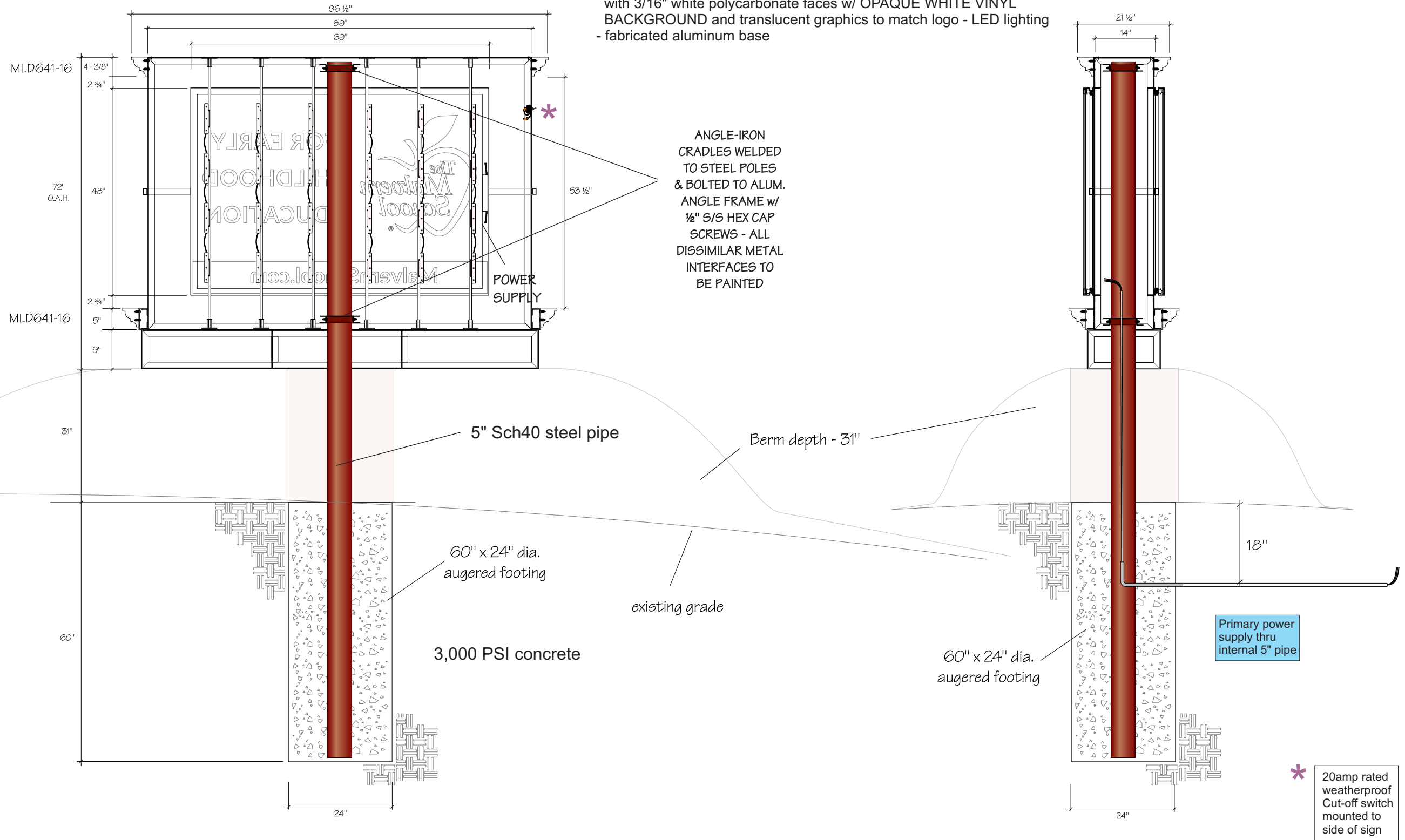
Jere Murdoch, PE
Professional Engineer
Pa PE Lic. #PE082030
Exp. 9/30/2021

* 20amp rated weatherproof Cut-off switch mounted to side of sign

A-5

DOUBLE FACED, INTERNALLY-ILLUMINATED MONUMENT SIGN (1)

- (1) Double faced, internally illuminated monument sign:
 - Fabricated aluminum cabinet w/ .125" alum. exterior & internal alum. angle frame (lit w/ LEDs)
 - Fabricated top & bottom molding
 - aluminum tube "accent" bars
 - painted black stripe
 - 4' - 0" x 5' - 9" internally illuminated, w/ extruded aluminum retainers with 3/16" white polycarbonate faces w/ OPAQUE WHITE VINYL BACKGROUND and translucent graphics to match logo - LED lighting
 - fabricated aluminum base



2 HUMMINGBIRD CT.
 HOWELL, NJ 07731
 (973) 570-3215

Jere Murdoch 12/11/2020

Jere Murdoch, PE
 Professional Engineer
 Pa PE Lic. #PE082030
 Exp. 9/30/2021

THE MALVERN SCHOOL

5 East Pleasant Grove Rd.
 Westtown Township
 Chester County, PA 19382

SCALE: 1/2" = 1' - 0"

PG: 2 of 2

DATE: 9/3/20
 9/8/20
 12/8/20
 Rev 12/8/20

FILE: Malvern_School_monument_12-8-20_Rev

DRAWN BY
 ebf

215-827-6500 • 215-827-6501 fax
 barryj@formansign.com
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formansigns
 10447 Drummond Rd, Philadelphia, PA 19154

GENERAL:

- ALL MATERIALS AND WORK SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE INTERNATIONAL BUILDING CODE (IBC).
- CONSTRUCTION METHODS AND PROJECT SAFETY: DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHODS, PROCEDURES, OR SEQUENCE OF CONSTRUCTION. TAKE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE DURING CONSTRUCTION. THE EOR WILL NOT ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY DEVICES AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR INCONSISTENCIES THAT ARE FOUND. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
- ALL OMISSIONS AND/OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND FIELD INSPECTOR. THE ENGINEER SHALL PROVIDE A SOLUTION PRIOR TO PROCEEDING WITH ANY WORK AFFECTED BY THE CONFLICT OR OMISSION.
- WHERE NO CONSTRUCTION DETAILS ARE SHOWN OR NOTED FOR ANY PART OF THE WORK, CONSTRUCT IN ACCORDANCE WITH THE STEEL CONSTRUCTION MANUAL, 14TH EDITION OR 2010 ALUMINUM DESIGN MANUAL.
- WHEN A DETAIL IS IDENTIFIED AS TYPICAL, THE CONTRACTOR IS TO APPLY THIS DETAIL IN ESTIMATING AND CONSTRUCTION TO EVERY LIKE CONDITION WHETHER OR NOT THE REFERENCE IS REPEATED IN EVERY INSTANCE.
- ANY CHANGE TO THE DESIGN AS SHOWN ON THE DRAWINGS REQUIRES PRIOR WRITTEN APPROVAL FROM DESIGN ENGINEER OF RECORD BEFORE CONSTRUCTION.
- WORK PERFORMED IN CONFLICT WITH THE STRUCTURAL DRAWINGS OR APPLICABLE BUILDING CODE REQUIREMENTS SHALL BE CORRECTED AT THE EXPENSE OF THE CONTRACTOR.
- VERIFICATION: VERIFY ALL DIMENSIONS, ELEVATIONS, AND SITE CONDITIONS BEFORE STARTING WORK. NOTIFY THE EOR IMMEDIATELY OF ANY DISCREPANCIES.

EXISTING CONDITIONS:

- IF EXISTING CONDITIONS ARE NOT AS DETAILED IN THIS DESIGN, THE INSTALLER SHALL CEASE WORK AND NOTIFY MURDOCH ENGINEERING IMMEDIATELY.
- MURDOCH ENGINEERING WILL NOT BE PERFORMING ON-SITE INSPECTIONS OR VERIFICATIONS. IT IS THE RESPONSIBILITY OF THE INSTALLER, STRUCTURE OWNER, AND PROPERTY OWNER TO IDENTIFY EXISTING CONDITIONS AND CONTACT MURDOCH ENGINEERING WITH ANY DISCREPANCIES OR CONCERNS.
- INSTALLER SHALL CONFIRM THE DIAMETER AND THICKNESS OF EXISTING MEMBERS AND NOTIFY MURDOCH ENGINEERING OF ANY DISCREPANCIES.
- INSTALLER SHALL INSPECT AND CONFIRM THE QUALITY OF EXISTING STRUCTURE AS "IN GOOD REPAIR". IF THERE ARE ANY INDICATIONS THAT THIS IS NOT THE CASE, INSTALLER SHALL CEASE WORK IMMEDIATELY AND NOTIFY MURDOCH ENGINEERING.
- ANY EXISTING INFORMATION SHOWN HAS BEEN FURNISHED BY THE PERSON(S) OR COMPANY THIS DOCUMENT WAS PREPARED FOR (SEE TITLE BLOCK). MURDOCH ENGINEERING IN NO WAY CERTIFIES THIS INFORMATION AS "AS-BUILT". IF THERE IS ANY REASON TO BELIEVE THE EXISTING CONDITIONS DETAILED HEREIN ARE NOT ACCURATE, MURDOCH ENGINEERING SHALL BE NOTIFIED IMMEDIATELY.

STEEL

1. STEEL SHAPES SHALL CONFORM TO THE FOLLOWING:

| | | |
|------------------|-----------------|----------------|
| ROUND HSS | ASTM A500, GR B | Fy=42 KSI MIN. |
| SQUARE/RECT HSS | ASTM A500, GR B | Fy=46 KSI MIN. |
| THREADED ROD | F1554 GR 55 | Fy=55 KSI MIN. |
| STEEL PLATE STD. | ASTM A36 ASTM | Fy=36 KSI MIN. |
| PIPE | A53, GR B | Fy=35 KSI MIN. |

- BOLTS SHALL CONFORM TO ASTM A325 UNO.
- BOLTS AND THREADED ROD SHALL BE HOT-DIP GALVANIZED PER ASTM F2329 UNO.
- ANCHOR BOLTS SHALL CONFORM TO ASTM F1554 UNO.
- NUTS SHALL CONFORM TO ASTM A563.
- WASHERS SHALL CONFORM TO ASTM F844.
- STEEL HARDWARE SHALL BE HOT-DIP GALVANIZED PER ASTM A153 UNO
- WELDING:
 - WELD STRUCTURAL STEEL IN COMPLIANCE WITH ANSI/AWS D1.1 AND AISC SPECIFICATION, CHAPTER J. WELDERS SHALL BE CERTIFIED AS REQUIRED BY GOVERNING CODE AUTHORITY. WELDING SHALL BE DONE BY ELECTRIC ARC PROCESS USING LOW-HYDROGEN ELECTRODES WITH SPECIFIED TENSILE STRENGTH NOT LESS THAN 70 KSI UNLESS NOTED OTHERWISE.
 - ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY AN AWS OR ICC CERTIFIED WELDER WITH ACTIVE STATUS AT TIME OF WELDING
 - UNLESS A LARGER WELD SIZE IS INDICATED, PROVIDE MINIMUM SIZE WELDS PER AISC SPECIFICATION, SECTION J2, TABLE J2.4
 - BASE PLATES SHALL BE WELDED ON TOP AND BOTTOM WITH CONTINUOUS WELDS OF AT LEAST 1/4" (IF PLATE IS CUT TO FIT TUBE INTO PLATE)

ALUMINUM:

- FABRICATE AND ERECT ALUMINUM IN COMPLIANCE WITH THE ALUMINUM ASSOCIATION (AA) 2010 ALUMINUM DESIGN MANUAL (ADM) 1, THE SPECIFICATIONS FOR ALUMINUM SHEET METAL WORK (ASM35), AND IBC CHAPTER 20.
- PIPE AND TUBE SHALL BE 6061-T6 PER ASTM B241 OR B429 WITH Ft_u=38 KSI MIN, Fty=35 KSI MIN, Ft_w=24 KSI MIN, Fty_w=15 KSI MIN.
- STD STRUCTURAL PROFILES SHALL BE 6061-T6 PER B308 WITH Ft_u=38 KSI MIN, Fty=35 KSI MIN, Ft_w=24 KSI MIN, Fty_w=15 KSI MIN.
- SHEET AND PLATE SHALL BE 6061-T6 PER ASTM B209 WITH Ft_u=42 KSI MIN, Fty=35 KSI MIN, Ft_w=24 KSI MIN, Fty_w=15 KSI MIN.
- EXTRUSIONS SHALL BE 6061-T6 PER ASTM B241 OR B429 WITH Ft_u=38 KSI MIN, Fty=35 KSI MIN, Ft_w=24 KSI MIN, Fty_w=15 KSI MIN.
- ALL SHOP AND FIELD WELDS SHALL BE PERFORMED BY AN AWS OR ICC CERTIFIED WELDER WITH CURRENT STATUS AT TIME OF WELDING
- UNLESS A LARGER WELD SIZE IS INDICATED, PROVIDE MINIMUM SIZE WELD PER ADM. ALL ALUMINUM WELDED JOINTS SHALL HAVE WELD SIZES OF AT LEAST 1/4 INCH
- FILLET WELDS SHALL NOT EXCEED THINNEST MEMBER WALL THICKNESS JOINED.
- ALUMINUM WELD FILLER SHALL BE 5356 ALLOY
- WELDING PROCESS GMAW OR GTAW SHALL BE IN ACCORDANCE WITH AWS D1.2
- ALUMINUM CHANNEL LETTERS SHALL BE CONSTRUCTED OF 0.090" RETURNS AND 0.125" BACKS MINIMUM, UNLESS A LARGER SIZE IS INDICATED ON DRAWINGS. THIS NOTE SHALL SUPERCEDE DRAWING DETAILS.
- PROVIDE NEOPRENE GASKET BETWEEN DISSIMILAR METALS TO PREVENT GALVANIC CORROSION
- ALUMINUM DIRECTLY EMBEDDED INTO CONCRETE SHALL BE CAPPED AT BOTTOM AND COATED WITH BITUMINOUS COATING OR POLYURETHANE WHERE IN CONTACT WITH CONCRETE.
- FASTENERS BETWEEN DISSIMILAR METALS SHALL BE STAINLESS STEEL 316.

CONCRETE & REINFORCEMENT

- MINIMUM 28-DAY COMPRESSIVE STRENGTH (f_c') SHALL BE 3,000 PSI. THE MAXIMUM WATER TO CEMENT RATIO SHALL BE 0.45 BY WEIGHT. A MINIMUM OF 5-3/4 BAGS OF CEMENT SHALL BE USED PER CUBIC YARD WITH A SLUMP OF 4" +/- 1.
- REINFORCEMENT TO BE ASTM A615 GR 60, Fy=60 KSI UNO
- CALCIUM CHLORIDE OR ADDED CHLORIDE IS NOT PERMITTED
- VIBRATION: ALL REINFORCED CONCRETE SHALL BE CONSOLIDATED WITH MECHANICAL VIBRATORS
- CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI 318-14
- PROVIDE A MINIMUM OF 2-1/2" COVER OF ALL EMBEDDED STEEL REBAR AND A MINIMUM OF 6 INCHES OF COVER FOR DIRECT BURIED PIPE OR TUBE MEMBERS.

FOUNDATIONS

- CONCRETE POURED INTO CONSTRAINED EARTH EXCAVATIONS MUST CURE UNDER PROPER CONDITIONS FOR A MINIMUM OF 7 DAYS PRIOR TO SIGN BOX INSTALLATION. (EXCEPTION: IF THE OVERALL HEIGHT OF THE SIGN IS LESS THAN 20 FEET AND THE SIGN IS ADEQUATELY BRACED AGAINST WIND LOADS FOR A MINIMUM OF 4 DAYS, THE BOX MAY BE INSTALLED THE SAME DAY AS THE FOOTING IS POURED)
- FOOTINGS MUST BE POURED AGAINST UNDISTURBED EARTH. SOIL BACKFILL IS UNACCEPTABLE. WHEN A SONOTUBE IS USED AS THE FORM, 3/4" BLUESTONE OR CONCRETE SHALL BE USED TO BACKFILL THE SPACE BETWEEN THE SONOTUBE AND UNDISTURBED EARTH.
- COLD WEATHER PLACEMENT: PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS OR LOW TEMPERATURES. DO NOT POUR CONCRETE DURING OR WHEN FREEZING TEMPERATURES ARE ANTICIPATED WITHIN 3 DAYS OF POUR.
- REINFORCEMENT IS NOT REQUIRED FOR DIRECT BURIAL TYPE SIGN FOOTINGS FOR SIGNS OF 25 FEET OVERALL HEIGHT OR LESS, DIRECT BURIED STEEL SHALL EXTEND TO 6 INCHES FROM BOTTOM OF FOOTING.
- FOR ANCHOR BOLT/ BASE PLATE - SQUARE FOOTINGS, PROVIDE A MINIMUM OF #5 VERTICAL REBAR @ 12" O.C., 4" OFFSET FROM PERIMETER, TOP AND BOTTOM OF FOOTING. PROVIDE #3 HORIZONTAL TIES @ 12" O.C. UNLESS OTHERWISE NOTED.
- FOR ANCHOR BOLT/ BASE PLATE - ROUND FOOTINGS, PROVIDE A MINIMUM OF SIX (6) VERTICAL #5 REBARS, EVENLY SPACED, 4" OFFSET FROM FOOTING PERIMETER & #3 HORIZONTAL TIES, 12" O.C. Unless otherwise noted.
- ANCHOR BOLTS SHALL BE TIED TO REBAR CAGE AT A MINIMUM OF TWO LOCATIONS PER ANCHOR BOLT
- FOOTING DESIGN ASSUMES FOOTING SHALL BE EXCAVATED AND POURED IN UNDISTURBED NATURAL EARTH, CAPABLE OF WITHSTANDING A MINIMUM 1,500 PSF VERTICAL DESIGN BEARING PRESSURE AND 150 PSF/FT OF DEPTH OF LATERAL BEARING PRESSURE BASED ON SOIL DATA OBTAINED FROM THE USGS SOIL SURVEY.
- IF CLAY, SILTY - CLAY, ORGANIC OR FILL SOIL IS ENCOUNTERED UPON EXCAVATION, CONTACT MURDOCH ENGINEERING FOR FOOTING DESIGN MODIFICATION PRIOR TO CONSTRUCTION.

SCOPE OF WORK:

- LIMITS OF LIABILITY TO EXTEND ONLY TO THE QUANTITY INDICATED. ATTEMPTS IN PART OR IN WHOLE TO INSTALL GREATER QUANTITIES THAN THOSE SPECIFIED WITHOUT CONSULTING MURDOCH ENGINEERING SHALL VOID ALL PROFESSIONAL LIABILITY AND COVERAGE.



murdochengineering.com
 (973) 570-8215
 73 Paterson St. 2nd Floor
 New Brunswick, NJ 08901

PREPARED FOR:

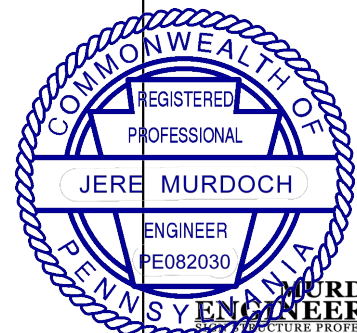


PROJECT TITLE:

Malvern School

PROJECT ADDRESS:

5 East Pleasant Grove Rd. Westtown
 Township Chester County, PA 19382



2 HUMMINGBIRD CT.
 HOWELL, NJ 07731
 (973) 570-8215
Jere Murdoch 12/11/2020
Jere Murdoch, PE
 Professional Engineer
 Pa PE Lic. #PE082030
 Exp. 9/30/2021

DWG TITLE: GENERAL NOTES

SHEET: **S.1** SIZE: **B**

The designs, details and specifications contained in this drawing are confidential. The recipients of this drawing hereby acknowledge and agree that it is the sole property of Murdoch Engineering and that they shall neither use nor reveal any of the designs, details and specifications contained in this drawing, outside of the contractual agreement expressed written permission from Murdoch Engineering.

Deviations from this drawing shall not be made without consulting Murdoch Engineering. In case of incongruities between drawings, specifications, and details included in contract documents, Murdoch Engineering shall decide which indication must be followed and their decision shall be final.

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Prepared by/return to:

Riley Riper Hollin & Colagreco
Attn.: Matthew G. Hauber, Esquire
717 Constitution Drive, Suite 201
P.O. Box 1265
Exton, PA 19341
(610) 458-4400



✓ UPI No. Part of 67-4-38

SANITARY SEWER EASEMENT

This Sanitary Sewer Easement Agreement (this "Easement Agreement"), is made this 19th day of October, 2020, by and between WESTTOWN TOWNSHIP, a township of the second class pursuant to the Second Class Township Code, Act of May 1, 1933, reenacted and amended by Act of November 9, 1995, as amended, with its address at 1039 Wilmington Pike, West Chester, PA 19382 (the "Township") and MALVERN SCHOOL REAL ESTATE, LP, a Pennsylvania limited partnership, with an address of 20 Creek Road, Glen Mills, PA 19342 ("Owner").

RECITALS

A. The Owner owns a tract of land situate in Westtown Township, Chester County, Pennsylvania, as acquired by deed dated November 1, 2018 and recorded in Book 9837, page 2178, in the Office of the Recorder of Deeds of Chester County, Pennsylvania (the "Recorder's Office"), which is identified as UPI No. 67-4-38 (the "Property"); and

B. A sanitary sewer line currently exists on the Property for which the Township holds a sanitary sewer easement over those portions of the Property depicted as "Easement A" and "Easement B" on that certain plan entitled "Final Subdivision Plan prepared for Westtown Township – Saint Maximilian Kolbe Parish Land Development Plan" prepared by Chester Valley Engineering, Inc., dated January 13, 1993, last revised November 9, 1993, and recorded in the Recorder's Office on February 2, 1994 as Plan No. 12369 (the "Existing Easement Plan"), a copy of which is attached hereto as **Exhibit "A"** (collectively, the "Existing Easement"); and

C. Owner is constructing a school and day-care building, exterior play areas, parking and related improvements on the Property under in accordance with that certain plan entitled "Subdivision/Land Development for The Malvern School" prepared by Edward B. Walsh & Associates, Inc. dated November 14, 2018, last revised March 24, 2019, and recorded in the Recorder's Office on August 22, 2019 as Plan No. 20579 (as supplemented and/or amended from time to time, the "Development Plan"); and

D. Owner desires to install a guiderail and a sign within the limits of the Existing Easement; and

E. At the request of the Owner, the Township has agreed to modify and relocate the Existing Easement pursuant to the plan entitled "Sanitary Sewer Easement Plan" prepared by Edward B. Walsh & Associates, Inc. dated September 25, 2020 (the "Relocation Plan"), which

Relocation Plan is attached hereto as **Exhibit "B"**, with that portion of the Existing Easement shown on the Relocation Plan as the "Area to be Removed from Existing Sanitary Sewer Easement" being removed from the Existing Easement, subject to the terms of this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and in consideration of the payment of the Owner of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Township and the Owner, each intending to be legally bound hereby, do hereby agree as follows:

1. **DEFINITIONS:** The term "sewer line(s)" when used in this instrument shall refer to a sanitary sewer pipe, conduit, manhole, drain, marker, service connection and other appurtenances currently existing on the Property for use in the Township's sanitary sewer system within those portions of the Property as shown on Relocation Plan, and as more particularly described by metes and bounds on **Exhibit "C"** (the "Easement Area").

2. **EXTINGUISHMENT OF EXISTING EASEMENT.** This Easement Agreement replaces and supersedes the Existing Easement in its entirety, and all rights and obligations created by the Existing Easement are hereby declared to be null and void and of no further force and effect.

3. **GRANT TO TOWNSHIP:** The Owner hereby gives and grants to the Township the free and uninterrupted right, liberty and privilege, in perpetuity:

A. To construct, reconstruct, replace, remove, enlarge, inspect, operate, repair, make connections with and maintain perpetually such sewer lines, their accessories and appurtenances, as the Township may from time to time require, consisting of underground pipes, conduits, manholes, drains, markers, mains, service connections and other appurtenances upon, over and under the Easement Area.

B. To carry away and dispose of sewage through said sewer lines, regardless of the source of such sewage.

C. To have and to hold the same perpetually to the Township and its successors or assigns, together with the right and privilege at any and all times to enter the Easement Area, or any part thereof for the purpose of reconstructing, replacing, removing, enlarging, inspecting, operating, repairing, maintaining, and/or making connections with the sewer lines or other appropriate means of access to the sewer lines; all upon the condition that the Township will at all times during the reconstruction, replacement, removal, repair or maintenance of the sewer lines cause every reasonable means to be used to protect from injury or damage all property, including lawns, trees, shrubbery, fences, buildings, walls, roads, water courses, natural features, or any existing improvement thereto, and will at all times after doing any work in connection with the construction, reconstruction, replacement, removal, repair or maintenance of the sewer lines, cause the Property to be restored to the condition in which the same were found before such work was undertaken, including replacement and/or repair of damaged property, to the extent reasonably possible under the circumstances and consistent with the rights and privileges herein granted.

4. **COVENANTS OF THE OWNERS:**

A. The Owner does hereby release, remise, quitclaim and discharge the Township and its appointed officials, employees, agents, servants, contractors and employees from any claim or right to damages or other emolument of value for the rights, liberties and privileges given and granted to the Township under this Easement Agreement, except to the extent caused by gross negligence or willful misconduct of the Township or its appointed officials, employees, agents, servants, contractors or employees.

B. The Owner does hereby covenant that it is lawfully seized and possessed of a good and marketable title in the fee simple to the Property and that it has a good and lawful right to grant the rights and privileges herein granted to the Township, and it further covenants that it will execute or procure any additional necessary assurances of the rights and privileges herein granted.

C. The Owner does hereby expressly consent to any transfer, conveyance, pledge, lease or mortgage by the Township of the said sewer lines.

D. The provisions of this Easement Agreement shall run with the land and be binding upon and inure to the benefit of the Township, its successors and assigns, and the Owner, its heirs, executors, administrators, successors and assigns.

4. **MISCELLANEOUS:**

A. Recital paragraphs A through E, inclusive, are hereby incorporated by reference herein.

B. This Easement Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No modification or amendment of this Easement Agreement shall be of any force or effect unless made in writing and executed by all parties hereto.


C. The rights, privileges and obligations herein created shall inure to the benefit of and be binding on Owner and the Township, and their respective successors and assigns in interest. This Easement Agreement and the grant of the easement contained herein shall be freely assignable by the Township without the consent of Owner, its successors or assigns.

D. This Easement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall be recorded with the Chester County Recorder of Deeds.

SIGNATURE PAGE FOLLOWS

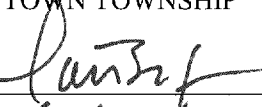
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed on the day and year first above written.

ATTEST:



Township Secretary
(Township Seal)

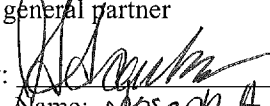
WESTTOWN TOWNSHIP

By: 

Title: Scott E. Yaw, Twp. Supervisor

MALVERN SCHOOL REAL ESTATE, LP,
a Pennsylvania limited partnership
By: MALVERN SCHOOL REAL ESTATE GP,
LLC, a Pennsylvania limited liability company,
its general partner

Attest/Witness: 

By: 

Name: Joseph A. Scandone
Title: Managing Partner

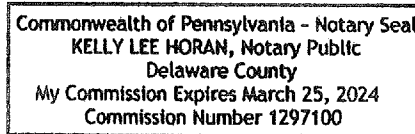
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 19th day of October, 2020, before me a notary public, duly commissioned in and for said County and Commonwealth, personally appeared Joseph A. Scandon, the Managing Partner of Malvern School Real Estate GP, LLC, a Pennsylvania limited liability company, general partner of MALVERN SCHOOL REAL ESTATE, LP, a Pennsylvania limited partnership, and that he/she as such Managing Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as such officer.

WITNESS my hand and notarial seal the day and year aforesaid.

Kelly Lee Horan

(Seal)
Commission Expires
3/25/2024



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this 6th day of November, 2020, before me, a notary public, duly commissioned in and for said County and Commonwealth, personally appeared Scott E. YAW, who acknowledged himself/herself to be the TOWNSHIP SUPERVISOR of Westtown Township, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania and that he/she as such TOWNSHIP SUPERVISOR, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Westtown Township by himself/herself as TOWNSHIP SUPERVISOR.

WITNESS my hand and notarial seal the day and year aforesaid.

Gilda M. Blasiotti

(Seal)
Commission Expires
10/26/2021

Commonwealth of Pennsylvania - Notary Seal
GILDA M. BLASIOTTI, Notary Public
Chester County
My Commission Expires October 26, 2021
Commission Number 1219086

EXHIBIT A

Existing Easement Plan

[Attached]

EXHIBIT B

Relocation Plan

[Attached]

SANITARY SEWER EASEMENT LINE/CURVE TABLE

| LINE | RADIUS | DELTA | ARC | CHORD BEARING | CHORD |
|------|--------|-----------|---------|---------------|--------|
| L1 | | | 5.00' | N60°26'00" E | |
| L2 | | | 20.00' | N60°26'00" E | |
| L3 | | | 294.01' | S30°15'07" E | |
| C1 | 35.01' | 42°22'59" | 25.90' | N82°27'16" W | 25.31' |
| L4 | | | 148.34' | N30°15'07" W | |
| L5 | | | 6.40' | N59°44'53" E | |
| L6 | | | 5.00' | N30°15'07" W | |
| L7 | | | 6.40' | S59°44'53" W | |
| L8 | | | 125.40' | N30°15'07" W | |

ARCHBISHOP OF PHILADELPHIA
ST. MAXIMILIAN KOLBE PARISH
BK: 153; PG: 307
UPI #67-4-39

AREA: 5,736 S.F.

N60°26'00" E

266.36'

11781881 B: 10351 P: 622 ESA

11/23/2020 09:22:43 AM Page 10 of 12

WILMINGTON PIKE

(ROUTE (202))

N31°17'00" W
M.O.T. 92.09S

45' MOUNTABLE CURB

PA DOT LEGAL R/W LINE

N30°15'07" W 100.00'

N60°26'00" E 41.97'

N31°19'00" W 196.98'

AREA TO BE REMOVED FROM EXISTING SANITARY SEWER EASEMENT

5/8" REBAR FOUND 0.13' S. OF-LINE @ 14.97'

5/8" REBAR FOUND ONLINE @ 56.97'

PROPOSED SAN. SEWER EASEMENT

EXISTING SAN. SEWER EASEMENT 10' (OFFERED W/LAND DEVELOPMENT APPROVAL)

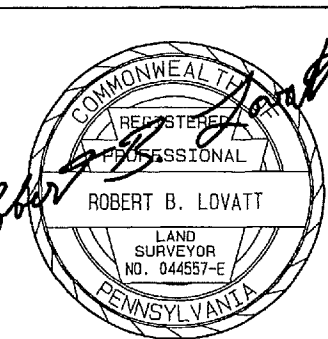
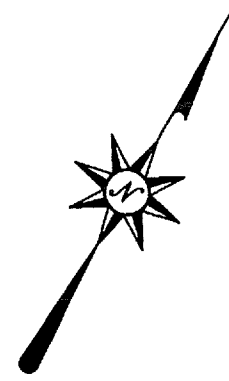
EXIST. 15' WIDE SAN. SEWER EASEMENT

SAN. MH RIM 371.28

SAN. VALVE

ULTIMATE R.O.W.

EX. R.O.W.



EAST PLEASANT GROVE ROAD

UPI NO. 67-4-38

**SANITARY SEWER EASEMENT PLAN
THE MALVERN SCHOOL**

WESTTOWN TOWNSHIP

CHESTER COUNTY, PA.

Edward B. Walsh & Associates, Inc.
CIVIL ENGINEERS & LAND SURVEYORS

865 Springdale Drive, Suite 202
Eaton, Pennsylvania 19341
Phone: 610-903-0080
Fax: 610-903-0080



Project- 4432
Date- 9-25-2020
Scale- 1" = 40'
Drawn- RBL
Checked- A.E.
Sheet- 1 OF 1

Plotted: 9/25/2020

File: E:\JBA 4432\4432-BS-AB.dwg

EXHIBIT C

Legal Description of Easement Area

[Attached]



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering & Land Surveying Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

4432
The Malvern School
September 25, 2020

**LEGAL DESCRIPTION
THE MALVERN SCHOOL
WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA
SANITARY SEWER EASEMENT**

ALL THAT CERTAIN strip of land, situate in the Township of Westtown, County of Chester, Commonwealth of Pennsylvania, shown on a "Exhibit 'A', Sanitary Sewer Easement Plan, The Malvern School", prepared by Edward B. Walsh & Associates, Inc., Civil Engineers and Land Surveyors, Exton, PA, dated September 25, 2020, Project No. 4432, being Sheet 1 of 1 total, and being more fully described as follows:

BEGINNING at a point on a line 5 feet east of the easterly legal right-of-way line of Wilmington Pike (Route 202), said right-of-way line being a distance of 45 feet from and parallel to the centerline thereof, common to the southerly line of lands of the now or former Archbishop of Philadelphia, St. Maximilian Kolbe Parish (UPI 67-4-39) and the northerly line of lands of The Malvern School (UPI 67-4-38) (as shown on said Plan); thence from the point of beginning, along said line of lands of St. Maximilian Kolbe Parish, North 60 degrees 26 minutes 00 seconds East 20.00 feet to a point; thence over the lands of The Malvern School the following seven (7) courses and distances:

1. South 30 degrees 15 minutes 07 seconds East 294.01 feet to a point on a radius return curve on the northerly existing right-of-way line of East Pleasant Grove Road (33 feet wide) (as shown on said Plan);
2. along said radius return curve to the right having a radius of 35.01 feet, an arc distance of 25.90 feet and a chord which bears North 82 degrees 27 minutes 16 seconds West 25.31 feet to a point of cusp;
3. leaving said right-of-way line, North 30 degrees 15 minutes 07 seconds West 148.34 feet to a point;
4. North 59 degrees 44 minutes 53 seconds East 6.40 feet to a point;
5. North 30 degrees 15 minutes 07 seconds West 5.00 feet to a point;
6. South 59 degrees 44 minutes 53 seconds West 6.40 feet to a point;
7. North 30 degrees 15 minutes 07 seconds West 125.40 feet to the point and place of BEGINNING.

CONTAINING: 5,735 square feet of land, be the same more or less.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware & Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985









WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

VIRTUAL MEETING (via Zoom Platform)
Wednesday, January 20, 2021 – 7:30PM

Present

Commissioners – Russ Hatton (RH), Jack Embick (JE), Steve Rodia (SR), Tom Sennett (TS), Jim Lees (JL), and Elaine Adler (EA) were present; Kevin Flynn (KF) was absent. Also, present were Township Manager Jon Altshul, Township Planner and Interim Zoning Officer Mila Robinson, and Township Planning Consultant John Snook.

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:31 PM.

Adoption of Agenda (JE/SR) 6-0

New business will be discussed before old business.

Approval of Minutes (TS/JE) 6-0

The 01/06/21 meeting minutes were approved with the following correction:

- Change of “offsite” to “onsite” on page 4, paragraph 3, second sentence.

Announcements

- Mila Robinson announced the next Toll Bros./Crebilly CU Hearing on Jan. 26, 2021.

Public Comment – Non Agenda Items

None

New Business

1. Malvern School Sign Variance Application

Deborah Shulski, attorney representing the applicant, Malvern School, summarized the variance application request for the placement of the sign. She noted that the sign itself otherwise met all area and bulk requirements, including sign area, height, illumination, etc. Mrs. Shulski explained that the proposed sign was outside of the legal right-of-away, but inside the public right-of-away under the Signs code, where it was defined as being 60 feet from the centerline of Route 202. She believed that there was an inconsistency with a definition of the public right-of-away. Mrs. Shulski mentioned that the sign location was the subject of an easement agreement with the Township, which made her think that the Township was on board with it. She also pointed out that the sign really needed to go where it was being proposed due to typography constraints on the property, where it drops from beneath the streetscape. She noted that for the proposed sign to comply with those regulations, it would have to be located in the parking lot.

Mr. Embick asked Mrs. Shulski to show on the site plan provided by the applicant and dated September 23, 2020, where the sign had to be located to be in compliance with the zoning requirements. Mrs. Shulski confirmed that the proposed sign was approximately 48-50 feet from the centerline of Route 202 instead of 60 feet as required. Mr. Embick asked to confirm that if the sign was to move 10 feet to the east, it would be either on the slope or in the cutout at the parking lot. Mrs. Shulski confirmed that was the case.

Mr. Rodia asked whether moving the proposed sign closer into the right of way would create any public safety issues. Mr. Snook believed that because it met clear sight triangle

requirements, it would not be a traffic hazard.

Mr. Sennett made a point that if the sign was to be moved to the east, the applicant would not have to ask for a variance for a sign location, but only for height. Mr. Snook agreed that if the applicant moved it further towards the parking lot, the sign would have to exceed the height limit to be visible from the roadway. Mr. Sennett asked the applicant to explain the reason that the Malvern School preferred the proposed location, requiring a location variance over a location with a height variance. Mrs. Shulski believed that it was less obtrusive the way it was proposed, because of its small size, which would not create any adverse impact to traffic or impair visibility. Mr. Sennett felt that the same was true for an alternative location with simply a taller sign.

Mr. Snook suggested that the applicant could change it to a double variant request, a variance for height and a variance for placement. He felt strongly that it was an aesthetic and visibility issue that the PC had to make a decision on.

Mr. Cook, Director of Facilities of Malvern School, reiterated that he preferred the school's standard simplified small sign. He noted that they had been working with the sign company to try to be in compliance to get 60 feet away from the centerline of Route 202, but it was costly to construct a 30-foot sign, and he felt it would not be aesthetically pleasing.

Mr. Embick expressed his opinion that what the applicant presented did not justify a variance based on the five elements in the Municipalities Planning Code and in Pennsylvania case law. Mrs. Shulski believed that the request met the standard five-part test, because there were unique conditions of the property that had an ultimate impact on where the sign could be placed. She reiterated that other alternatives would also require a variance.

Mr. Embick asked whether the guardrail was in the public right-of-way as defined by the Zoning Ordinance. Mrs. Robinson referred to the sanitary sewer easement agreement that stated "Owner desires to install a guiderail and a sign within the limits of the existing easement." Mrs. Shulski confirmed that the guiderail was out of the legal right-of-way. Mr. Snook noted that the ordinance was silent on setbacks for guiderails. Mr. Embick reminded the PC of previous discussions, and generally were not in favor of putting structures in the public right-of-way unless there was a unique circumstance that dictated that.

Mr. Hatton noted that he would like to know where existing signs along Route 202 were, relative to the location of the proposed sign. He suggested that the applicant would provide a rendering to display the location of the sign, topography, and the sign itself.

Motion to make a recommendation that the Zoning Hearing Board consider the following items with regard to the request for a variance for the Malvern School sign: they will review the plan containing more details where the setbacks and right-of-ways are in reference to the sign, any expense required to move the sign in the future be borne by the school or the current owner at that time, and consider the location in light of other signs along Route 202. (RH/SR) 4-2

Old Business

1. Ordinance Amendments Priority List

Mrs. Robinson and Mr. Snook summarized that the list was edited to reflect the most recent discussions. Mrs. Robinson noted that some of the proposed changes did not require much discussion, since they were small corrections to applicable references or misspellings. Mr. Snook suggested that those could be packaged together into one resolution by the next PC meeting, upon a review by the Township Solicitor, Pat McKenna, and be moved to the BOS for approval. Mr. Hatton requested those items to be identified in the PC meeting minutes. The

items to be packages together are listed as 2017-08, 2018-08, 2017-09.1, 2017-09.3, and 2017-09.4. Mr. Hatton also reiterated that when new items come up, they should be assigned origination numbers for consistency. Mr. Snook noted that the item listed as 2017-09.7 regarding the removal of the lighting requirements should be further discussed at the next PC meeting. The PC agreed for Mrs. Robinson and Mr. Snook to complete that package, send it for a legal review, and to the BOS. Mr. Snook the PC that they would see it again after the BOS authorizes Act 247 review.

Mr. Snook presented the PC with several suggestions in relevance to storage regulations amendments. Mr. Embick raised a question about the definitions of residential and non-residential storage. The PC had a brief discussion about self-storage, propane tanks, firewood, heavy equipment, and requested some examples of regulations from other municipalities.

Mr. Embick suggested to include references to all applicable environmental laws that may pertain to storage regulations. Mr. Snook asked Mr. Embick to send him a list of those to incorporate. PC tasked Mr. Snook to integrate their suggestions into the draft to present at the next meeting.

Public Comment

None

Reports

Mr. Rodia provided the report of Board of Supervisors Meeting 01/04/21.

Adjournment (JE/TS) 6-0

The meeting was adjourned at 9:36PM.

Respectfully submitted,
Mila Robinson,
Planner II/Interim Zoning Officer