

WESTTOWN TOWNSHIP

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

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

AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, December 2, 2024 – 7:30 PM
Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order & Pledge of Allegiance
- II. Summary of Board of Supervisors Workshop
- III. Approval of Board of Supervisors Meeting Minutes – November 18, 2024
- IV. Departmental Reports
 - A. Planning Commission – Jack Embick
 - B. Historical Commission – Pamela Boulos
 - C. Environmental Advisory Council – Adam Kapp
 - D. Township Solicitor – Robert Jefferson
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Consider Preliminary/Final Land Development Approval for Chase Bank at Marketplace Shopping Center
 - B. Authorize Resolution 2024-15 Adopting Declaration of Public Trust (Chester County)
 - C. Authorize Resolution 2024-16 Adopting Declaration of Public Trust (Open Space Institute Land Trust, Inc.)
 - D. Consider Agreement to Terminate Use of Access Roads To Future Westtown Open Space
 - E. Authorize Full Payment to Crebilly Family Farm Associates as per Promissory Note
 - F. Appointment to the Historical Commission
 - G. Consider Escrow Release #6 to Huntrise Builders, LLC for Sawmill Court
 - H. Consider Escrow Release #1 to Westtown School for Oak Lane Athletic Fields Lighting
 - I. Consider Escrow Release #1 to Westtown School for Art Center Addition
- VIII. Announcements
 - A. Acknowledge Ronald Agulnick, Esq. for His Service to Westtown Township
 - B. Parks & Recreation Commission and the Historical Commission Vacancies
 - C. Yard Waste Collections - Saturday, December 7
 - D. Crebilly Land Acquisition Closing - Monday, December 9
 - E. Seasonal Facilities Closing at Oakbourne Park – Monday, December 16
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XII. Adjournment

How to Engage in the Public Comment Sections of a Township Meeting

Public Comment is heard at three (3) different points during the meeting:

1. BEFORE OLD BUSINESS - The public is permitted to make public comment on any matter not on the agenda. This comment period is subject to the time constraint in (d) below
2. PRIOR TO any action on a motion on an Agenda item. Public Comment at this stage is limited to the item under discussion (e.g. it is not appropriate to initiate a discussion on police services if the body is acting upon a sewer issue).
3. AFTER NEW BUSINESS. - Public Comment is open to any legitimate item of business which can be considered by that Township Board/Commission (e.g. Planning Commission can discuss issues having to do with plan reviews, but cannot discuss why the Township does not plow your street sooner. Supervisors can discuss nearly every issue).

How to make a comment to any Township Board/Commission:

- a. The Chair will announce that the Board/Commission will now hear public comment, either on a specific issue or generally.
- b. You must then obtain recognition from the Chair prior to speaking.
- c. Once you have the floor, state your name and address for the record.
- d. You may then make your comment or ask your question. You will have three (3) minutes to make your statement, unless the Chair has announced otherwise, so please come prepared!

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, November 18, 2024 at 7:30 PM

Present were: Chair Tom Foster, Vice Chair Ed Yost, Police Commissioner Dick Pomerantz, Township Manager and Director of Planning and Zoning Mila Carter, Chief of Police Brenda Bernot, and Director of Finance Cindi King.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:31 PM. He stated that the meeting was being recorded on Zoom and, with a slight delay, on YouTube.

II. Board of Supervisors Summary of Workshops, November 11, 2024 and November 18, 2024

Mr. Foster reported that the Board held an Executive Session tonight to discuss personnel, legal, and real estate matters. In the Workshop on November 11th, the Board met to review and discuss the proposed 2025 budget and to accept public comment. In tonight's workshop, the Board continued to review the 2025 budget, discussed the settlement proposal for the Stokes Estate flexible development conditional use application, and to accept public comment.

III. Approval of Meeting Minutes from November 4, 2024

Mr. Yost made a motion to approve the minutes of the November 4, 2024 meeting. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Westtown-East Goshen Police Department – Chief Bernot

Chief Bernot reported that in October there were 2,143 calls for service, with 925 in Westtown. She also highlighted the number of reactive calls between 2019 and 2024, which increased by 59%. Chief Bernot encouraged the public to visit WEGO website and social media to learn about events and activities involving the department. She stated that WEGO is currently involved in community outreach programs, including One Warm Coat, a non-profit organization that collects winter clothes for those in need, and Blue Beards for Charity, an initiative led by police officers in Chester County. She explained that officers are wearing a pink badge or growing a beard to support local charities for the months of October, November, and December. She further provided that WEGO participated in the Officer Brian Niedelman Memorial 5K Run, Westtown Trunk or Treat at the KinderCare, gave a tour for St. Maximilian Kolbe students, and gave a safety presentation to roughly 120 children at the Ducklings Daycare center.

Chief Bernot summarized the monthly crime trends, including 34 thefts in Westtown. She noted that the department is seeing an increase in "porch pirate" incidents. As the holidays draw closer and people are making more online purchases, she reminded residents to remain vigilant and report any suspicious activity. Chief Bernot noted the retail theft at the Marketplace at Westtown, specifically Giant, and four check washing incidents. She further asked the community to check out WEGO's social media sites for assistance in locating a missing 17 year old from Westtown.

Mr. Yost asked Chief Bernot whether the porch pirates dressing up as Amazon drivers are a professional outfit or just random individuals. Chief Bernot believed that they are well organized and noted that this is happening throughout the U.S. and may have international

ties where individuals who have access to routing schedules, dates, and times are selling the information to people. She also reported that they are working with the postal services inspectors and various state and federal agencies, so that when charges are being brought up, it would involve federal prosecution.

B. Planning Commission (PC) – Joe Frisco

Mr. Frisco summarized two variance requests discussed by the Commission. He provided that the property owner at 1001 S Walnut Street was seeking a variance to be able to subdivide their property. Mr. Frisco noted that the Commission was in favor of his request and recommended approval to the Zoning Hearing Board. He further provided that the PNY ice rink at 1646 West Chester Pike was seeking a special exception to build an addition for locker rooms at the back of the facility. Mr. Frisco noted that the Commission recommended approval of that request as well to the Zoning Hearing Board.

C. Fire Marshal – Gerry DiNunzio

Mr. DiNunzio reported that there were 111 calls for service in Westtown in October, including 28 fire and 83 medical responses. He also reported that the fire department responded to a house fire on Sissinghurst Drive, and an apartment building fire at 1650 West Chester Pike, where one apartment sustained substantial damage and three other units had smoke damage, displacing eight or nine residents. Mr. DiNunzio added that he continues to field calls and complaints regarding outdoor burning and stated that the county-wide burn ban is in effect until further notice. He recapped that he had a meeting with the Township to discuss concerns related to the Stokes Estate conditional use application for residential development.

Mr. Yost asked about the process to aid residents displaced by fire. Mr. DiNunzio replied that the fire company contacts the Red Cross, which arranges accommodations for those who have nowhere to go.

D. Finance Department – Cindi King

Ms. King stated that a large part of October was spent on the 2025 budget and the Crebilly land acquisition, and various grant reimbursements. She provided a summary of the general fund, stating that the Township has received 91% of budgeted revenues and spent approximately 75% of budgeted expenditures. She further provided that about 88% of budgeted refuse and sewer revenue has been collected, with over 80% of the refuse expenses and 55% of budgeted sewer expenses spent through October. She explained that many of the 2024 capital projects are in the final stages, and as payments are made in the next six weeks the expense percentage will increase. Ms. King summarized that overall, funds now total almost \$35 million, with \$10 million in bond funds for the Crebilly land acquisition.

V. Public Comment (Non-Agenda Items)

Patrick McDonough, 7 Oakbourne Road, speaking as both a private resident and a member of the Westtown Historical Commission, recapped that bringing the historic preservation ordinance amendments to the completion was the number one priority for the Commission. He reasoned that it had been sometime since the last discussion with the Board and the Township solicitor on proposed draft language, and wanted to get a status update. Mr. McDonough believed that discussed changes were minor in nature and asked whether there was anything the Commission could do to assist with moving it forward. He also raised a concern about the potential subdivision of Crebilly land where Darlington Inn is located and

made a plea to do whatever is necessarily to ensure its long-term preservation. He recapped that the Historical Commission provided several ideas on the use of the inn in the past.

Mr. Foster stated that the historic ordinance drafted by a consultant resulted in language that the Board found to be unworkable because the rights of private property owners were not taken into consideration. He noted that the Board asked the Township solicitor to review the twelve-page ordinance. Mr. McDonough argued that other municipalities in the surrounding area have more restrictions and protections in place over historical buildings, including requiring the property owner to submit changes or additions to the Historic Commission for review. Mr. Yost acknowledged the value of the Commission and was in favor of revisiting the ordinance in the near future, but also agreed with Mr. Foster on the need for clear language. Mr. Pomerantz highlighted that the Board has been focused on the land acquisition and asked for the Commission to not only make suggestions, but to evaluate the pros and cons of retaining Darlington Inn and come up with a tangible game plan for its long-term use and funding sources. Mr. Foster echoed the need for a workable plan with details, including finance aspect.

VI. Old Business

There was none.

VII. New Business

A. Consider Revised Settlement Proposal for the Stokes Estate Conditional Use Application

Mr. Foster explained that Section 170-601.C(1) of the Zoning Ordinance permits residential development, including single-family detached dwellings, in accordance with the provisions of Article IX, Flexible Development Procedure, of the Zoning Ordinance by conditional use. He summarized that the applicant submitted a conditional use application to construct 85 single-family dwellings and appurtenant improvements on the total of four parcels of land of 81 acres located along Shiloh Road in the Township's R-1 Residential District, which was denied on December 27, 2023. Mr. Foster noted that the applicant appealed the decision, and that subsequent to filing of the appeal and denial of previous settlement agreement, the parties negotiated a possible revised settlement, the terms of which are presented tonight. Mr. Foster summarized that the revised settlement still proposes the reduction in the number of dwelling units to comply with the required open space calculations, construction of an additional internal street to connect to proposed Road "C", construction of a school bus stop with a car pullover area, dedication of additional right-of-way along Shiloh Road, contribution of \$50,000 to the Township to be used for traffic calming measures along Shiloh Road, and retiming of the existing traffic signal at Route 926 and Shiloh Road. He noted that the revised plan proposes to relocate Lots #43 through 49 currently proposed between two pipeline easements to other areas of the development, which would result in several flag lots off future Road A and a demolition of the Stokes home. Mr. Foster added that this new proposal also includes fencing along back of lots near pipeline easement, additional buffer screening along one portion of Road D, and a tot lot with a gazebo and additional parking area. Mr. Foster noted that the modified development was determined to deviate from the Township's Zoning Ordinance, Subdivision and Land Development and Stormwater Management Ordinance in certain aspects as set forth in the proposed settlement agreement, and therefore, it would require approval of several waiver requests, and that the proposed settlement agreement has been reviewed by the Township consultants and the Township solicitor.

Mr. Yost made a motion to approve the revised settlement agreement between Fox Clearing, LLC and the Board of Supervisors of Westtown Township pertaining to the modified proposed development of the Stokes Estate as presented. Mr. Pomerantz seconded.

Jack Embick, 189 Pheasant Run Road, recapped that Mr. Yost and Mr. Pomerantz denied previously presented settlement proposal due to safety concerns regarding the proximity of housing units to pipelines. Mr. Embick acknowledged the removal of some of the homes in this modified proposal, but questioned how it was acceptable, given that the remaining homes are still within the area of concern. Mr. Embick encouraged the Board to allow a judge to make the decision, and spare having their names associated with a potential catastrophe.

Mr. Pomerantz explained that he met with the Chester County Planning Commission, emergency services, and others to get feedback on voiced concerns, and as a result, he reconsidered the proposal. Mr. Embick expressed concern over the lack of transparency and not including the Planning Commission in the process and the public in these discussions.

Robert Pingar, 103 Russell Lane, provided several suggestions, including a requirement that any sewer related work on Shiloh Road for the proposed development be done using horizontal directional drilling (HDD) rather than open cut, so not to be affected by lengthy construction tearing up the roadway. He questioned the proposed amount towards traffic calming measures along Shiloh Road and wanted to know what they were. He also suggested to add "maximum" to the amount of proposed housing units in the agreement. Mr. Foster noted that the Township traffic engineer determined the amount needed. Ms. Carter clarified that traffic calming measures considered will be located between two new intersections with options to include a mini roundabout, speed humps, a narrow median, or a combination thereof. Mr. Pingar wanted to know what would happen to the money if it is not needed. Mr. Foster replied that it would be used and not refunded to the developer.

David Chrin, 1005 Plumly Road, expressed concern about the life expectancy of the two pipelines currently in the ground, and thought that building new homes would be detrimental to the lines currently there. He suggested tabling any decisions about the proposed development until additional information about the pipelines is received. Mr. Yost thought that there is some merit to letting the litigation play out to maybe get a better deal.

Hans Levert, 904 Shiloh Hill Drive, recalled one of the first planning meetings where Danny Howell, applicant's engineer, who assessed the pipeline, especially the Enterprise products and found they were implemented in 1941 and the damage report from an earlier accident in 2017, also talks about the 1941 pipes, which makes the pipelines 80 years old.

Janette Donahue, 1057 Creamery Lane, also expressed concern about the pipelines and asked what kind of safety measures will be in place during construction. Mr. Foster replied that the pipeline companies have to provide direct onsite supervision. Mr. Foster asked if there was someone from Keystone in the audience who could address Ms. Donahue's question.

Mr. Gibbons, the applicant's engineer, replied that the developer would have to contact the pipeline company and inspectors would be onsite anytime they are working over or through the pipeline. He stated that all pipeline easements will be lined with orange construction fence, delineating those easements.

Rene Madigosky, 924 Shiloh Road, echoed the concern about the pipelines, and also expressed concerns about stormwater runoff, and the loss of historical buildings on the property. Mr. Pomerantz agreed the development is not ideal, but said the Board is bound by what the Township ordinance allows.

Shirley LeClerc, 940 Kilduff Circle, asked the Board who she should call if there are violations happening during the construction. Mr. Foster replied that Ms. Carter, Township Manager, would field the calls. Ms. Clerk agreed with Mr. Yost and felt that the Board should table the decision.

Mr. Foster announced a brief recess for the Board to go into Executive Session. Upon their return, Mr. Foster addressed the audience acknowledging that the proposed settlement was not ideal, but the developer has met the terms of the ordinance. He stated that if the Board was to deny the plan, the Township would be taken to court where the Township would likely lose the case.

The Board concluded the discussion with a 2-1 vote for approval, with Mr. Yost dissenting.

B. Authorize Advertisement 2025 Budget

Mr. Foster explained that the Second Class Township Code requires that the budget be advertised at least 20 days prior to its adoption. He further added that between the date of advertisement and adoption, the budget may not change by more than 10 percent in the aggregate or 25 percent in any major category.

Mr. Yost made a motion to authorize advertisement of the 2025 Township Budget. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

C. Public Comment for Total Maximum Daily Load (TMDL) and Pollution Reduction Plan (PRP)

Mr. Foster explained that Cedarville Engineering has finalized the 5-Year Total Maximum Daily Load (TMDL)/Pollutant Reduction Plan (PRP). He provided that the Plan was made available for public review and comment for a period of thirty (30) days. Public notice of the Plan was made in the Daily Local News on October 18, 2024, and posted on the Township website.

Jennifer Orr-Greene of Cedarville Engineering was present to recap the updates to the plan and to answer any questions. There was no public comment on the plan.

D. Consider Microphone Upgrades to the Stokes Hall

Mr. Foster stated that the Township received a proposal from Haverford Systems, which provides audio-visual solutions, to address audio related issues in the Stokes Hall. He added that the scope of work includes two options for the installation of ten new microphones to upgrade sound quality of the current system. Total cost with installation is \$11,779.20 for Option 1 or \$12,417.86 for Option 2 (microphones with individual speakers in the base).

Mr. Pomerantz requested a comprehensive assessment of the current system. Mr. Yost agreed. The proposal was tabled.

E. Consider Escrow Release #1 to Westtown School for the Lane House Project

Mr. Foster explained Cedarville Engineering Group, LLC recommends the Township release the amount of \$55,755.51 from the escrow, in accordance with the approved Westtown School Lane House Financial Security Agreement following satisfactory completion of the items, including rock construction entrance, 12" compost filter sock, 18" compost filter sock, tree protection fencing, inlet protection, temporary slope matting, temporary seed stockpile, erosion control maintenance and removal, stone recharge bed, small park grate, 4" and 6" PVC, 8" HDPE, level spreader, cleanouts, retaining walls, concrete walk, connection to existing 6" pipe, sanitary sewer lateral and traps/cleanouts, site cut/fill and site cut/export, rough grade, final grade building pad, landscaping related items, contingency and engineering inspection costs. The initial escrow amount is \$68,389.70.

Mr. Yost made a motion to approve escrow release # 1 in the amount of \$55,755.51 to Westtown School for the Lane House project. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

F. Consider Payment Application #1 from Allan Myers for Road Program

Mr. Foster explained that Cedarville Engineering Group, LLC recommends the Township approve the payment application #1 from Allan Myers in the amount of \$680,974.88 for the 2024 Road Program related work for the period ending September 30, 2024. This includes maintenance and protection of traffic, milling, base repair, scratch and leveling course, concrete gutter curb replacement, clearing and grubbing, speed humps, centerline painting, binder repair, HDPE pipes and wearing course. During the course of work, several changes needed to be made, including the downsizing of a replacement pipe, use of geotextile fabric, and the installation of a signal traffic loop.

Mr. Yost made a motion to approve payment application #1 in the amount of \$680,974.88 to Allan Myers for the 2024 Road Program related work. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. The Township is seeking applicants for the Parks & Recreation Commission and the Historical Commission** - Information on what each of these commissions do can be found on the Township website. Interested residents should submit a resume or brief statement of interest to the Township Manager. Applicants must be current in all municipal obligations.
- B. Yard Waste Collection – Saturday, November 23** - Yard waste must be in biodegradable paper bags or containers that can be dumped. Plastic bags are not accepted. Branches under 3" in diameter must be cut approximately 3 foot in length, bundled and tied, and placed at the curb by 6 AM on collection day. No rocks, logs, stumps, dirt, or ashes will be taken.
- C. Office Closure** – The Township office will be closed on Thursday November 28 and Friday, November 29.
- D. Holiday Trash Schedule** -Trash, recycling, and bulk item collection that would normally be done on Thursday, November 28 will roll to Friday, November 29.

E. Good Fellowship Ambulance 2025 Subscription Drive – Good Fellowship is organizing the subscription drive. The subscription saves the out-of-pocket expenses and helps support the mission of Good Fellowship: To provide emergency medical services to anyone in need in our greater West Chester service area. Subscribers have no out-of-pocket expenses if treated and/or transported by Good Fellowship. The subscription mailings will be coming soon or online: <http://www.goodfellowship.com/community/subscriber/>.

F. Chester County Hazard Mitigation Plan Update: Public Survey – Chester County is in the process of updating the County Hazard Mitigation Plan, which serves as a blueprint for reducing property damage and saving lives from the impacts of natural and human-made hazards. This plan is also necessary for Chester County and each municipality in the county to be eligible to receive certain types of state and federal funding after a disaster occurs. As part of this planning process, the County is asking for public's feedback via survey at <https://www.surveymonkey.com/r/chester-county-hmp>.

IX. Public Comment (All Topics)

Mr. Pingar asked the reasoning behind the Board decided not to fulfil his suggestion to add "a maximum of" pertaining to the number of housing units to the settlement agreement. Mr. Pingar also inquired about the litigation matter related to Sentyz property.

Mr. Chrin asked about the status of acquiring the land on the corner of Shiloh and Little Shiloh Road, a site of former AME church. Mr. Foster replied that the owner of the property has no desire to sell the property at this time.

X. Payment of Bills

Mr. Yost made a motion to approve the General Fund bills in the amount of \$94,451.97, Enterprise Fund bills of \$22,863.84, and Capital Project Fund bills of \$2,000.00, and Debt Service Fund bills of \$1,600.00, for a grand total of \$120,915.81. Mr. Pomerantz seconded. There was no public comment, and the motion passed 3-0.

XI. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the meeting at 9:34 PM.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, November 6, 2024 – 7:00 PM

Present

Commissioners, Russ Hatton (RH), Brian Knaub (BK), Jim Lees (JL), Joseph Frisco (JF), and Kevin Flynn (KF). Absent were Tom Sennett (TS), and Jack Embick (JE). Township Manager and Director of Planning & Zoning Mila Carter was also present.

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:04 PM.

Adoption of Agenda (KF/JL) 5-0

Mr. Flynn made a motion to adopt the agenda. Mr. Lees seconded. All were in favor of the motion.

Approval of Minutes

1. Mr. Lees made a motion to approve the meeting minutes from September 18, 2024. Mr. Flynn seconded. All were in favor of the motion. (JL/KF) 4-0
2. Mr. Flynn made a motion to adopt the minutes from October 23, 2024. Mr. Lees seconded. Mr. Hatton and Mr. Flynn were not in attendance for that meeting, therefore they abstained. The meeting minutes were tabled due to lack of quorum.

Announcements

1. Ms. Carter announced that the Board approved the Act 247 review for amendments to the sign ordinance, therefore, it was sent to the Chester County for review.
2. Ms. Carter further announced that the Board adopted two resolutions at their November 4th meeting pertaining to land acquisition of Crebilly. Mr. Knaub asked about the closing date. Ms. Carter stated it was tentatively scheduled for early December.

Public Comment – Non Agenda Items

None.

New Business

1. ZHB Application – 1001 S. Walnut Street

Mr. Hatton summarized that the applicants, Colin and Taj Chavous, are seeking a variance relief from the required minimum lot area to potentially subdivide and further develop the property creating a second lot for the subsequent development of a single-family detached dwelling. He noted that a 0.69 acre parcel is located at the corner of South Walnut Street and Oakbourne Road in the R-2 Residential Zoning District, where the minimum lot area for single-family dwellings with both public water and sewer is 22,000 square feet.

Joe Russella with Howell Engineering, the applicant's engineer, referred to a plan for a proposed two lot subdivision located on the corner of Oakbourne Road and S Walnut Street with the existing residence of Mr. and Ms. Chavous. He noted that the current lot is 30,000 square feet and confirmed that it is improved with a single family dwelling. Mr. Russella provided that the intent is to subdivide the lot to create two lots of 15,000 square feet, which would require a variance for both lots, because they do not meet the minimum requirement for lot size of 22,000 square feet. He believed that the proposal is consistent with a majority of the lots in the neighborhood, which were of the similar size. He also believed that the neighborhood was created under the old ordinance that might have allowed for smaller lots, which shaped the character of said neighborhood. He referred to the newly constructed

house at the corner of S Walnut Street and Broadway Avenue, which was created in 2014 on a 15,000 square foot lot, and argued that this proposal will not deter from the harmonious neighborhood feel and will be consistent with the rest of the neighborhood. Mr. Russella stated that both lots will meet all other criteria as required by the ordinance. He further explained that impervious will be removed on existing lot to comply with impervious coverage requirements, and a new lot will be developed with a single family dwelling with public water and sewer, onsite stormwater management facility and an access onto Oakbourne Road. Mr. Russella believed that the soils in the area are very conducive to support an underground system with infiltration. He referred to the aerial view of the neighborhood that depicted lot sizes consistent with the request.

Mr. Hatton believed that the lots on the other side of Oakbourne Road are much larger. Mr. Russella believed there was a mixture of lot sizes ranging from 0.35 to 2 acres, but the ones closer to the subject property were on a smaller side.

Mr. Frisco asked about the previous approval for a major home occupation that included an intent for placement of a future garage and the impact of this application on that approval. Mr. Russella provided that the garage and portion of the driveway at the rear of the house would be removed. Mr. Chavous confirmed that he would remove garage and some of the driveway to retain residential feel, and to add some landscaping for privacy. He also stated that he reconsidered his original plan of running his company from his home and only uses his attached 3-car garage for storage of his business vehicles.

Mr. Flynn asked about the feedback from the neighbors. Mr. Chavous explained that the neighbors did not like the idea of large garage to be built for business purposes and felt that maintaining residential character was a better option moving forward.

Mr. Lees asked whether the future house will comply with setback requirements. Mr. Russella confirmed that it will. Mr. Lees commented that it was designed with a front loading garage and he suggested to have some sort of turnabout for the house. Mr. Lees was concerned that it was too dangerous to back out of the driveway. Mr. Russella agreed that it can be accommodated. He explained that the layout was conceptual at this time to show what can be placed on a new lot and acknowledged that it would go through the land development process. Mr. Flynn asked whether future patio or deck have been considered in impervious coverage calculations. Mr. Russella stated that they were not, but it can be done by reducing the footprint of the house.

Mr. Knaub raised questions about the stormwater management facility. Mr. Russella envisioned it to be some sort of subsurface system with grass cover for infiltration on top, which provide an ability to utilize the grass area. Mr. Lees asked whether roof areas will be diverted to that system. Mr. Russella believed that to be the case.

Mr. Hatton asked about any feedback from his neighbors. Mr. Chavous stated that he had not reached out to the neighbors, but planned on having a discussion after the notice goes out. Mr. Hatton also asked about the existing stormwater management facility. Mr. Russella replied there was none. Mr. Hatton asked whether it was required. Ms. Carter responded that it was not unless the property owner was making improvements that required compliance with stormwater management provisions. Mr. Russella pointed out that significant amount of impervious will be removed. Mr. Lees observed that based on topography there might be other options for the location of stormwater facility. Mr. Russella went over the topography lines and inlets depicted on the plan.

Mr. Lees believed there were conditions associated with the Zoning Hearing Board approval of major home occupation, including landscaping and fencing conditions, and wondered whether any of that have been accomplished. Ms. Carter made a note to look into that prior

to the hearing.

Mr. Knaub made a motion to recommend to the Zoning Hearing Board the approval of the variance request from a minimum lot size to accommodate the future two lot subdivision, with conditions of collecting feedback from neighbors and removal of detached garage and other impervious coverage as depicted on the plan on Lot #1. Mr. Lees seconded. All were in favor of the motion. BK/JL (5-0)

2. ZHB Application – 1646 West Chester Pike

Mr. Hatton summarized that the applicant, 1646 Slat Building LLC, is seeking a special exception to expand the legal nonconforming use of the ice hockey rink, which was previously granted by the Zoning Hearing Board. He noted that the subject property is a condominium Unit #6 that is improved with a one story building and serviced by public water and sewer located within the business center in the R-3 Residence-Office District. Mr. Hatton further provided that the hearing was scheduled for December 12, 2024.

Joe Dougherty, legal counsel for the applicant, explained that in February of this year, the condominium plan was filed for record for existing business park, which depicts seven separate units, including Unit #6 used as an ice rink. He referred to said plan, specifically to the rear of Unit #6, where there is a concrete pad with dehumidifier, which is proposed to be replaced with the addition.

Richard Ranalli, representative of the ice rink, stated that part of the reason the rink wanted to do an addition is to move the dehumidifier to where the chiller currently is, which would alleviate sound noise that travels through the neighborhood. Mr. Hatton wanted to verify that the dehumidifier would be in compliance with the same conditions as the chiller pertaining to noise abatement. Mr. Ranalli believed it would be.

Mr. Ranalli further explained that using the footprint of existing concrete pad, they would construct an addition with two locker rooms which would mirror the façade of the existing building. Mr. Hatton asked the reasoning behind the addition. Mr. Dougherty explained that the rink needed more physical space with shower rooms to accommodate the players as well as to have them waiting in the locker rooms instead of congregating on the parking lot. He acknowledged that there were ongoing complaints from the neighbors about the ice rink participants creating noise, and believed that addition would provide an opportunity for more participants to be inside waiting to play hockey instead of outside.

Mr. Flynn asked whether the proposed meets the setback and parking requirements. Mr. Dougherty believed that it does. Mr. Hatton asked whether it would increase the number of teams that use the rink. Mr. Ranalli responded that it would not, because there are only so many teams at the facility, which currently houses two locker rooms per team, so it gives an opportunity to get the additional players not to wait and congregate outside for warmup and they can go right in to prepare.

Mr. Lees asked about the current dumpster and whether it would be relocated. Mr. Ranalli stated that the proposed addition would not infringe on the dumpster.

Mr. Frisco asked whether the use of other condominium units are proposed to be changed. Mr. Dougherty responded that it is not. Mr. Hatton noted that he was confused by the site plan that referred to condominium Unit #7 as proposed. Mr. Dougherty explained that the plan prepared by Architetra for previous improvements to business park was used as a site plan for proposed locker rooms. Mr. Hatton advised to use most current plans for the hearing to avoid any confusion. Mr. Dougherty agreed.

Mr. Frisco made a motion to recommend to the Zoning Hearing Board the approval of the

special exception request for expansion of nonconforming use of ice hockey rink located at 1646 West Chester Park, Unit #6, to construct an addition with two locker rooms, not to exceed an area of 1,700 square feet. Mr. Knaub seconded. There was no public comment. Mr. Lees abstained due to potential conflict. And the motion passed. JF/BK (4-0-1).

Old Business

None.

Public Comment

None.

Reports

1. Tom Sennett provided the BOS report from November 4th meeting.

Adjournment (JF/JL) 5-0

The meeting was adjourned at 8:12 PM.

Next PC Meeting:

- **November 20, 2024, 7:00 PM**

PC Representative at next Board of Supervisors Meeting:

- **Monday November 18, 2024, 7:30 PM** – Joe Frisco/Kevin Flynn

Respectfully submitted,

Mila Carter

Planning Commission Secretary

WESTTOWN TOWNSHIP ENVIRONMENTAL ADVISORY COUNCIL (EAC)
Westtown Municipal Building, 1039 Wilmington Pike, West Chester, PA
Tuesday, October 22, 2024 7:00 PM

Present: EAC members Bob Yeats (Chair), Ray Dandrea (Vice Chair), Joe Debes, Mike Gioia, and Russ Hatton. Adam Kapp and Kim Maialetti were absent. Also present was Mila Carter, Township manager.

I. Call to Order

Bob called the meeting to order at 7:02pm.

II. Approval of Minutes

- Bob made a motion to approve the minutes of August 27, 2024. Joe seconded. There was no public comment, and the motion passed 5-0.
- Russ made a motion to approve the minutes of September 24, 2024. Joe seconded. There was no public comment, and the motion passed 5-0.

III. Public Comment (non-agenda items)

None.

IV. Old Business

A. Roadside Trash Cleanup Initiative

Bob raised a question about the next steps following the presentation to the Council by the Litter Lifters of West Vincent at the previous meeting. He suggested that Mike would take a lead on organizing the initial effort. Bob also suggested to share materials provided by Beth Intoccia, Chairperson of Litter Lifters, with Mike to explore the possibility of planning event for 2025. Ray recapped some details that Beth provided about how to organize the first roadside cleanup effort and a checklist of items to consider. Bob added that focusing on a smaller group effort might be a good idea from a safety standpoint. Ray believed that it can be expanded in the future once the effort gains momentum and there is a pool of interested volunteers to work with. Mike asked whether the effort should be focused on Street Road and/or Shiloh Road. Bob wondered whether Route 352 shall be considered as well. Mike thought there was not much trash along South Concord Road. Ray believed there was more trash on the Westtown's side of Street Road and wondered whether it was due to wind patterns. Joe asked how the effort could be initiated. Mike suggested to come up with the plan and focus on a specific roadway as a start. His main concern was to address any safety related issues. Bob pointed out that Litter Lifters coordinate with local and state police departments to keep participants safe. Bob felt that Mike would be the most appropriate person to lead the effort. Ray suggested to reach out to Westtown School to see if they might have an interest to participate. The Council agreed.

B. Rustin High School Environmental Club

Bob recapped that he and Joe was working on presentation to meet with the environmental club. He noted that there was no response from coordinator yet, but hoped to have it scheduled for November or December. Ray wondered whether there

might be another contact at the school. Bob would follow up with the school advisor and report back.

V. New Business

A. Revised Priorities and Budget Request for 2025

Mike recapped that the Board was not in favor of invasive removal proposal noted as a priority for the EAC. He further added that the Board felt it fell under Public Works responsibility. Bob suggested to focus on the Blenheim Road open space, considering previous tree planting efforts by the Chester Ridley Crum (CRC) Watershed Association and its volunteers in that area. He further noted that planted trees needed immediate attention. Joe provided that Penn State Extension provides recommendations for tree maintenance and asked who is responsible for upkeep after the planting has taken place. Mike summarized the other priorities, such as community involvement event and roadways cleanup effort. Bob suggested to have additional details for the Board on each priority prior to the meeting. The Council agreed to work on specific details. Joe made a motion to present to the Board of Supervisors the revised budget, which includes Bird Town birdhouses and signs, roadside cleanup events and volunteer projects, community outreach efforts and Westtown Day expenses for a total of \$5,000. Russ seconded. There was no public Comment, and the motion passed 5-0.

B. Westtown Day Recap

Mike suggested to consider some sort of giveaway at the next year's event to increase participation and interest in the EAC's initiatives. Bob noted that crafting activity was a great idea that attracted families to the EAC's table. Russ suggested to consider a better wayfinding signage for the next event to direct visitors and thought that placing environmental groups next to each other would be beneficial.

C. Pleasant Grove Invasive Plant Removal (Blenheim Road)

The agenda item has been discussed under agenda item A.

D. Tree Planting with Chester Ridley Crum (CRC) Watershed Association

Joe reminded about the tree planting event coming up.

VI. Bird Town Committee Report

Ray summarized that the Committee discussed the logistics of communication and notifications sent by Bird Towns USA. He noted that Bird Town was in the process of collecting examples of interpretive (educational) signage, which might be useful for the Committee. Bob also suggested to check out natural areas in other municipalities for ideas. Ray further provided that Allyson Debes was working on the content for Bird Town webpage.

VII. Planning Commission Report

Russ provided the Planning Commission's report from the October 9th meeting.

VIII. BOS Report

Mike was absent to provide a report of the Board's September 16th meeting.

IX. Public Comment (All Topics)
None.

X. Announcements

- A. Ray announced that the virtual Bird Town PA Annual Summit was scheduled for November 7th. He noted that he submitted several slides to share with the attendees on the EAC's accomplishments, specifically invasive removal project at Plumly Open Space.
- B. Mila announced that the applicant will present a revised settlement proposal for the Stokes Estate residential development at the next Board's meeting.

XI. Adjournment

There being no further business, Bob adjourned the meeting at 8:32 pm.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
NOVEMBER 2024

ROADS

- ◆ Remove 2 hazard trees from Pleasant Grove traffic circles.
- ◆ Repaired six stormwater inlets on Edgewood Chase and Powderhorn Dr.
- ◆ Cleared vegetation along the guide rail of Gilpen Drive.
- ◆ All vehicles outfitted with winter weather equipment.
- ◆ Removed a downed tree from across E. Pleasant Grove Road.
- ◆ After hours response to clear a downed tree from the 700 blk. of Oakbourne Road.
- ◆ Removed a dispatched deer from a fence per WEGO Police request.
- ◆ Removed small fallen limb on Robin Drive.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Clean rain gutters of all buildings.
- ◆ Completed Fall leaf clean-up at all buildings and parks.

OAKBOURNE PARK AND MANSION

1. Dug perc holes for design engineers to complete stormwater infiltration testing of the planned parking area reconstruction.
2. Serviced the mansion boiler and replaced the main gas valve.
3. Remove downed tree from a north woods walking trail.

PARKS AND OPEN SPACE

1. Cleared downed trees from the Pleasant Grove OS.
2. Inspected playground structures for safety hazards.

WASTEWATER

- ◆ Performed two separate force main tie-in's from the PGPS. These included bringing a repaired pump on-line and decommissioning the old force main.
- ◆ The PGPS force main project is 98% complete. PennDot requested line painting and basic work area clean-up remain.
- ◆ Installed a repaired mixer motor at WCC.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-17 – Repaired an oil pan leak of the engine.
- ◆ 67-11 – Rotated the tires.
- ◆ 67-23 – Repaired the headlight wiring harness.
- ◆ 67-20 – State Inspection and serviced engine.
- ◆ 67-29 – Crane controller faulty, waiting for manufacturer to repair.
- ◆ Repaired a faulty fuel injection check valve on the backhoe.

FUTURE PROJECTS

- ◆ Begin cleaning and televising segments of the WCC wastewater collection system.
- ◆ Continued monitoring of the Aqua water main installation project on Blenheim Road.
- ◆ Stump grinding in all parks.
- ◆ Return rental diesel sewage pump from PGPS.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

LAND DEVELOPMENT APPLICATION SUMMARY

Date: August 2, 2024 (revised October 4, 2024 and November 27, 2024)
From: Liudmila Carter, Director of Planning & Zoning

PROJECT: Chase Bank at Westtown Marketplace
APPLICANT: Westtown AM West TIC, LLC
ADDRESS: 1506 West Chester Pike (former address - 1502 West Chester Pike)
UPI: 67-2-42.4

APPLICATION

This application calls for construction of a one-story 3,294 square feet bank with drive-up ATM, 12 parking spaces (including 2 ADA complaint spaces), bicycle rack, lighting, landscaping and signage at the northeastern corner of the Westtown Marketplace shopping center. The bank will be served by public water and sewer. The stormwater management facilities will include an underground basin located within the southern portion of the site.

In addition to improvements associated with a new bank, the applicant proposes to install painted crosswalk, concrete sidewalk and ADA complaint ramp with railing to connect the existing pedestrian walkway along the front of the main building across the parking lot area to the current bus stop located at West Chester Pike.

LOCATION AND DESCRIPTION OF SITE

1502 West Chester Pike is located on West Chester Pike in the northeastern portion of the Township between Manley Road and S Chester Road. The property address per County records is 1502 West Chester Pike and the mailing address is 120 N. Pointe Blvd, Suite 301, Lancaster, PA 17601. The property is located in the C-1 Neighborhood and Highway Commercial Zoning District and consists of 18.45 acres. The property is improved with a 1-story building with grocery store, retail stores, restaurants, retail bakery, shops for personal service, including barber shop, and a 1-story freestanding masonry building (occupied by Burger King), parking areas in the front and rear of the building, and stormwater management facility. The property includes sanitary sewer easement. Banks and similar financial institutions are permitted by right in the C-1 Zoning District.

SUBMISSION

The applicant submitted the preliminary/final land development application on July 16, 2024. The following items were included with the submission on July 16, 2024:

1. Letter from Kaplin Stewart dated July 16, 2024;
2. Preliminary Application form dated July 16, 2024;
3. Westtown Township Subdivision and Land Development information Sheet;
4. Chester County Subdivision/Land Development Information Form;
5. Act 247 County Referral;
6. Stormwater Management Plan Narrative prepared by Dynamic Engineering dated July 2024;
7. Email from Aqua America with supplemental information dated April 17, 2024;
8. Parking Assessment prepared by Dynamic Traffic, LLC dated January 23, 2019;
9. Preliminary/Final Land Development Plan for Westtown AM West TIC, LLC Proposed Chase Bank (sheets 1 to 21) prepared by Dynamic Engineering dated July 12, 2024.

The following items were provided between July 16, 2024 and September 29, 2024:

1. Parking Assessment prepared by Dynamic Traffic, LLC dated March 16, 2023;
2. Traffic Assessment prepared by Dynamic Traffic, LLC dated August 23, 2024;
3. Site Plan Rendering prepared by Dynamic Engineering dated September 11, 2024;
4. Pedestrian Path Exhibit prepared by Dynamic Engineering dated September 10, 2024;
5. Transportation Impact Assessment prepared by Dynamic Traffic dated September 13, 2024;
6. Waiver Request letter prepared by Dynamic Engineering dated September 18, 2024.

The following items were provided/resubmitted with the revised submission on September 30, 2024:

1. Letter from Dynamic Engineering dated September 30, 2024;
2. Waiver Request letter prepared by Dynamic Engineering dated September 18, 2024;
3. Parking Assessment prepared by Dynamic Traffic, LLC dated March 16, 2023;
4. Transportation Impact Assessment prepared by Dynamic Traffic dated September 13, 2024;
5. ALTA/NSPS Land Title Survey prepared by ASM American Surveying and Mapping Inc. dated May 10, 2021 last revised May 14, 2021;
6. Preliminary Opinion of Probable Construction Cost prepared by Dynamic Engineering dated September 30, 2024;
7. Stormwater Basin Area Investigation Report prepared by Dynamic Earth dated September 26, 2024;
8. Partial Topographic Survey prepared by Dynamic Survey, LLC dated September 26, 2024;
9. Stormwater Management Plan Narrative prepared by Dynamic Engineering dated September 2024;
10. Preliminary/Final Land Development Plan (sheets 1 to 25) prepared by Dynamic Engineering Consultants dated July 12, 2024 last revised September 20, 2024.

The following items were provided/resubmitted on October 18, 2024:

1. Transmittal dated October 18, 2024;
2. Letter from Dynamic Engineering dated October 18, 2024;
3. Transportation Impact Assessment prepared by Dynamic Traffic dated September 13, 2024, last revised October 16, 2024.

The following items were provided on October 23, 2024:

1. Drainage and Utility Plan prepared by Dynamic Engineering dated July 12, 2024, last revised September 30, 2024;
2. Aerial Map Exhibit prepared by Dynamic Engineering dated September 11, 2024;
3. Aerial Map Exhibit prepared by Dynamic Engineering dated September 11, 2024;
4. Overall Site Plan Rendering prepared by Dynamic Engineering dated October 23, 2024;
5. Site Plan Rendering prepared by Dynamic Engineering dated September 11, 2024, last revised September 11, 2024.

The following items were provided/resubmitted with the revised submission on November 11, 2024:

1. Transmittal dated November 11, 2024;
2. Letter from Dynamic Engineering dated November 8, 2024;
3. Preliminary/Final Land Development Plan (sheets 1 to 25) prepared by Dynamic Engineering Consultants dated July 12, 2024 last revised November 4, 2024;
4. Stormwater Management Plan Narrative prepared by Dynamic Engineering dated July 2024, last revised November 2024;

5. Preliminary Opinion of Probable Cost prepared by Dynamic Engineering dated October 23, 2024;
6. Aqua Will Serve letter dated October 24, 2024;
7. Sewer Related Email Correspondence dated September 17, 2024;
8. Sewer Review Letter prepared by Carroll Engineering Corporation dated November 8, 2024;
9. Fire Marshall Related Email Correspondence dated November 7, 2024.

The following items were provided/resubmitted on November 11, 2024:

1. Preliminary Opinion of Probable Cost prepared by Dynamic Engineering dated November 25, 2024;
2. Stormwater Management Narrative prepared by Dynamic Engineering dated July 2024, last revised November 2024.

Items in gray are the most recent version of documents that will be provided to the Board for discussion at the December 2, 2024 meeting.

RELEVANT APPROVALS

On May 8, 2023, the Zoning Hearing Board has granted the approval for parking in the front yard as and only as shown on the proposed plan and determined that the variance sought to permit parking stall to be nine feet by eighteen feet is unnecessary in that the configuration has previously been approved generally throughout the center and the spaces are permitted consistent with the other spaces in the center. A variance sought for diminution of the mandated number of parking spaces and a variance sought to permit the trash receptacle to be placed within the side yard and 9.2 feet from the property line was denied.

On February 20, 2024, the Board of Supervisors approved amendments to Chapter 170, Zoning, Article XVII, Off-Street Parking and Loading, including allowable reductions to the number of parking spaces for an existing shopping center.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission has previously reviewed the application as a part of the Zoning Hearing Board process. The Planning Commission reviewed the land development application at their meetings on August 7, October 9 and October 23, and recommended approval as reflected in the attached meeting minutes.

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA APPROVING AND ADOPTING A DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS AS REQUIRED BY THE CHESTER COUNTY MUNICIPAL GRANT PROGRAM FOR THE ACQUISITION OF REAL PROPERTY KNOWN AS CREBILLY FARM (UPI NO. 67-4-29.4) TO BE DESIGNATED AS TOWNSHIP OPEN SPACE.

WHEREAS, the Westtown Township Board of Supervisors seeks to acquire 206.037 acres of the real property known as Crebilly Farm (UPI No. 67-4-29.4 (“the Property”)) as Township Open Space in accordance with the provisions of 32 P.S. §5001 et seq., all as depicted on the Final Lot Line Change Plan for Crebilly Farm approved by the Westtown Township Board of Supervisors on September 19, 2022; and

WHEREAS, Westtown Township was awarded grant funding from Chester County for the acquisition the Property; and

WHEREAS, the Chester County Grant Program requires the Township to approve, execute and record a Declaration of Public Trust, Covenants, Conditions and Restrictions (“Declaration”) on the Property as a condition of Westtown Township receiving the grant funds for the acquisition of the Property; and

WHEREAS, the proposed Declaration is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED that the Westtown Township Board of Supervisors hereby approves and adopts the Declaration of Public Trust, Covenants, Conditions and Restrictions as set forth in the attached Exhibit “A.” Any officer of Westtown Township is authorized to execute the attached Declaration as necessary for recording to accept and receive the grant funds from Chester County.

[Signature page follows.]

ADOPTED as a Resolution this 2nd day of December, 2024.

**Westtown Township
Board of Supervisors**

Thomas Foster, Chair

Edward Yost, Vice Chair

Richard Pomerantz, Police Commissioner

ATTEST:

Liudmila Carter, Township Secretary

Prepared by/Return to:

Patrick M. McKenna, Esq.
Gawthrop Greenwood, PC
17 E. Gay St., Suite 100
PO Box 562
West Chester, PA 19381-0562

Part of UPI #: 67-4-29.4

DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS, AND RESTRICTIONS

CHESTER COUNTY MUNICIPAL GRANT PROGRAM

THIS DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____, _____, by WESTTOWN TOWNSHIP, Chester County, Pennsylvania, (hereinafter "Declarant").

BACKGROUND

WHEREAS, Declarant is a municipality of the second class of the Commonwealth of Pennsylvania and is the owner of a parcel of land containing 206.037 acres identified as Tax Parcel Number 67-4-29.4 located in Westtown Township, whose ownership is on record at the Chester County Recorder of Deeds in Deed Book _____ Page _____ and as described in Exhibit "A" (the "Property"); and

WHEREAS, Article 1, Section 27 of the Pennsylvania Constitution states that: Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people; and

WHEREAS, this Declaration affirms the Restricted Property (defined below) as a public natural resource benefitting the people as described in the Pennsylvania Constitution, dedicating the Restricted Property (defined below) or confirming the Restricted Property's dedication to the Public Purposes and subject to the protections provided by, but not limited to, the Donated or Dedicated Property Act of December 15, 1959 P.L 1772, 53 P.S. §§3381-3386 (the "Donated or Dedicated Property Act").; and

WHEREAS, Counties are authorized to acquire interests in real property to protect and conserve natural or scientific resources; to protect scenic areas; to preserve sites of historic, geologic or botanic interest; to promote sound, cohesive and efficient land development by preserving open spaces between communities; and for purposes consistent with the terms of the Conservation and Land Development Act (the "Conservation Act"), Pa. Stat. Ann. Title 32, Section 5001 et seq; and

WHEREAS, the Commissioners of Chester County have therefore designated County funds for municipal partners to promote the health, safety, and public welfare of the citizens of Chester County by providing grants to municipalities for the acquisition and preservation of significant natural, recreational, historic, cultural, scenic, and agricultural resources; and for the development of parks and trails; and

WHEREAS, pursuant to the guidelines and criteria of the Chester County Municipal Grant Program (Acquisition and Park and Trail Improvement grants), Declarant submitted an application to the applicable County grant program; and

WHEREAS, as a specific condition of the aforesaid County grant programs, the Declarant agrees to record a covenant running with the land requiring the continuous use of the Restricted Property (defined below) for open space, natural areas, natural resource conservation, agriculture and/or public parks, trails and greenways, and to hold and manage the Restricted Property (defined below) on behalf of the Public Trust including protections afforded under the Donated or Dedicated Property Act; and

WHEREAS, the Restricted Property (defined below) possesses natural, scenic, open space, historical, agricultural, educational, and/or recreational values (collectively "conservation values") of great importance to Declarant, the people of Chester County, and the people of the Commonwealth of Pennsylvania; and

WHEREAS, Declarant further intends, as owner of the Restricted Property (defined below), to permit public access and/or agriculture, and further to preserve and protect the conservation values of the Restricted Property (defined below) in perpetuity; and

NOW, THEREFORE, intending to be legally bound hereby, Declarant shall utilize the Restricted Property (defined below) solely and exclusively for the uses stated herein and as further specified in Article III.

ARTICLE I - DEFINITIONS

The following words and terms, which are used in this Declaration, shall have the following meanings:

1. "DECLARATION" shall mean and refer to this instrument, as amended from time to time.
2. "DECLARANT" shall mean and refer to the Municipality to be bound by this agreement.

3. "SUCCESSOR DECLARANT" shall mean each entity to which Declarant shall have specifically, by writing, assigned or conveyed any or all of Declarant's rights in and to the Restricted Property.

ARTICLE II - PROPERTY

1. "RESTRICTED PROPERTY" shall mean the 204.037 acres of the Property identified as "Parcel A" on a plan attached hereto as Exhibit "B" prepared by Cedarville Engineering Group, LLC dated November 18, 2024, last revised November 22, 2024 (the "Plan") excepting out the two (2) acres depicted as "Parcel B" on the Plan and as described in Exhibit "C" (the "Exclusion Area"). For purposes of clarity, the property subject to the restrictions of this Declaration is the 204.037 acres of the Property, identified as part of Tax Parcel Number(s) 67-4-29.4 located in Westtown Township and the Restricted Property shall not include the Exclusion Area. In the event of any additions to the Restricted Property, which shall be made subject to this Declaration, then, from and after the recording of an appropriate Supplementary Declaration, the term "Restricted Property" shall mean the existing Restricted Property and any such additions.

ARTICLE III - RESTRICTIONS

1. The use of the Restricted Property as defined in this Declaration shall be restricted to open space, natural areas, natural resource conservation, agriculture and/or public parks, trails and greenways. If, when, and as it is deemed inappropriate to utilize the Restricted Property for the originally intended permitted uses, it is agreed, understood and hereby declared that the utilization of the Restricted Property shall be for open space and free of any use or encumbrance prohibited by this Declaration. The term of this restriction shall be perpetual and it shall be a covenant running with the land.

2. The following list serves to highlight uses that are specifically prohibited, but does not represent the full extent of uses that are in violation of this Declaration: cellular telecommunication towers, disposal of sewage effluent generated off-site (including disposal of offsite-generated sewage at any stage of treatment or post treatment using any technology including but not limited to spray or drip irrigation), and conveyance of surface or subsurface water for commercial or consumptive purposes (including public or private companies or authorities). Any composting materials, waste products or any other items that are generated off site may not be placed on site for any reason including disposal or processing.

3. The Restricted Property subject to this Declaration shall not be available to count toward satisfying any open space or preserved land requirements as stipulated under applicable municipal land use laws, ordinances, or codes. Furthermore, owners may not transfer for use outside the Restricted Property (whether or not for compensation) any development rights allocated to the Restricted Property under any applicable law.

4. The Declarant shall manage and develop the Restricted Property for authorized uses in a manner that maximizes public access consistent with the respective use and preserves the integrity of natural resources such as stream corridors, steep slopes, wetlands, and state, national or globally rare species.

5. No additional restrictions may be placed on the Restricted Property without permission from the County Department responsible for programmatic oversight. Express written consent of the Commissioners of Chester County Pennsylvania is required if the County finds that the additional restrictions proposed will reduce public access or diminish the conservation values of the Restricted Property.

ARTICLE IV – RESERVATION

1. Declarant reserves the right but not the obligation to install, or allow the installation of, underground improvements provided: such improvements are otherwise permitted by federal, state and local laws, rules and regulations and the improvements are not extractive of natural resources that are part of the bundle of rights that comprise the Restricted Property. Any permissible underground improvements must only serve Public Purposes and must be designed and located so as not to materially affect the Public Purposes being financed in part by the County grant.

2. Declarant may lease or license portions of the surface of the Restricted Property to others to provide or assist the Declarant in providing facilities, programs, goods, services, or other amenities to the public that are consistent with the Public Purposes of the Municipal Grant Program.

ARTICLE V - ENFORCEMENT

1. The County of Chester shall have the right and power to enforce the terms of this Declaration, by any proceedings at law or in equity, against the Declarant, Successor Declarant, or any person or persons violating or attempting to violate any provision of this Declaration; to restrain violations; to require specific performance; and/or to recover damages.

2. In execution of its monitoring and enforcement rights, the County of Chester has the right to enter and inspect the Restricted Property for compliance with this Declaration by way of land, through the use of an unmanned aerial vehicle, or a combination of both.

3. Rights and remedies arising out of this Declaration are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

4. If the County determines that Declarant, Successor Declarant, or any other person is in violation of the terms of this Declaration or that a violation is threatened, the County shall give written notice to the party in violation and demand corrective actions sufficient to cure the violation, and, where the violation involves injury to the Restricted Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Restricted Property so injured. If violator fails to cure the violation within thirty (30) days after receipt of notice thereof from the County, or under circumstances where the violation cannot reasonably be cured within a thirty day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may bring an

action at law or equity in a Court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any public interest protected by this Declaration, and to require the restoration of the Restricted Property to the condition that existed prior to such injury.

5. Without limiting Declarant's, Successor Declarant's, or any other person's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Restricted Property. The County's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Declaration and Declarant and Successor Declarants agree that the County's remedies at law for any violation of the terms of this Declaration are inadequate and that the County shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory in addition to such other relief to which the County may be entitled including specific performance of the terms of this Declaration, without necessity or proving either actual damages or the inadequacy of otherwise available legal remedies. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. Cost of enforcement. Any costs incurred by the County in enforcing the terms of this Declaration against Declarant or Successor Declarant, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Declarant or Successor Declarant's violation of the terms of this Declaration shall be borne by Declarant or Successor Declarant.

7. The failure by the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI - MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Restricted Property in perpetuity.

2. The provisions of this Declaration shall, pursuant to its terms, inure to the benefit of Chester County, and bind the Restricted Property, Declarant and its successors and assigns.

3. Recording. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

Crebilly Farm – Lot 1 Crebilly Lot Legal Description

All that certain tract of land, situate in the Township of Westtown, County of Chester, Commonwealth of Pennsylvania, bounded and described according to Final Lot Line Change Plan, sheets 1 - 9, prepared for Crebilly Farm, prepared by Site Engineering Concepts, LLC, dated July 5, 2022, last revised May 9, 2023, as follows to wit:

- Beginning at a point on the northerly side of the ultimate right of way of Street Road (SR 926) (width varies), a corner of these lands and Lot 4, Crebilly Lot, said point being the first mentioned Point and Place of Beginning;
- Thence from the first mentioned Point and Place of Beginning, leaving the northerly side of the ultimate right of way of Street Road, along Lot 4, North 31 degrees 10 minutes 47 seconds West, a distance of 1302.87 feet to a point;
- Thence continuing along the same, South 58 degrees 49 minutes 05 seconds West, a distance of 316.92 feet to a point, a point along Lot 4 and a corner of these lands and Lot 2, Equestrian Lot;
- Thence along Lot 2, North 31 degrees 43 minutes 55 seconds West, a distance of 919.65 feet to a point;
- Thence continuing along the same, South 58 degrees 33 minutes 20 seconds West, a distance of 805.44 feet to a point a corner of these lands and Lot 2, and a point along the land of Homestead Lot;
- Thence along the Homestead Lot, North 31 degrees 26 minutes 40 seconds West, a distance of 395.74 feet to a point;
- Thence continuing along the same, South 58 degrees 23 minutes 07 seconds West, a distance of 844.84 feet to a point on the easterly side of the ultimate right of way of South New Street;
- Thence along the easterly side of the ultimate right of way of South New Street, the following four (4) courses and distances:
1. North 24 degrees 33 minutes 53 seconds West, a distance of 132.41 feet to a point;
 2. North 22 degrees 22 minutes 57 seconds West, a distance of 172.73 feet to a point;
 3. North 19 degrees 14 minutes 51 seconds West, a distance of 211.87 feet to a point;
 4. North 19 degrees 41 minutes 13 seconds West, a distance of 163.19 feet to the beginning of a curve tangent;
- Thence along an arc of a circle curving to the right, having a radius of 30.00 feet, an arc length of 41.12 feet, having a chord bearing North 19 degrees 35 minutes 05 seconds East, a chord

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

distance of 37.98 feet to a point on the southerly side of the ultimate right of way of West Pleasant Grove Road;

Thence

along the southerly side of the ultimate right of way of West Pleasant Grove Road, the following five (5) courses and distances:

1. North 58 degrees 51 minutes 22 seconds East tangent to said curve, a distance of 939.61 feet to a point;
2. North 59 degrees 29 minutes 39 seconds East, a distance of 1267.30 feet to a point;
3. North 64 degrees 08 minutes 03 seconds East, a distance of 1080.97 feet to a point;
4. North 59 degrees 34 minutes 17 seconds East, a distance of 363.00 feet to a point;
5. North 62 degrees 07 minutes 35 seconds East, a distance of 31.57 feet to a point, a corner of these lands and lands now or formerly of Westminster Presbyterian Church of West Chester;

Thence

along lands now or formerly of Westminster Presbyterian Church of West Chester, the following ten (10) courses and distances:

1. South 30 degrees 42 minutes 00 seconds East, a distance of 344.69 feet to the beginning of a curve tangent;
2. Along an arc of a circle curving to the right having a radius of 790.00 feet, and arc length of 288.48 feet, having a chord bearing South 20 degrees 14 minutes 20 seconds East, a chord distance of 286.88 feet to a point of reverse curvature;
3. Along an arc of a circle curving to the left, having a radius of 710.00 feet, an arc length of 525.91 feet, having a chord bearing South 30 degrees 59 minutes 53 seconds East, a chord distance of 513.97 feet to a point tangent;
4. South 52 degrees 13 minutes 05 seconds East, a distance of 16.50 feet to a point tangent;
5. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 47.56 feet, having a chord bearing South 79 degrees 28 minutes 12 seconds East, a chord distance of 45.79 feet to a point of reverse curvature;
6. Along an arc of a circle curving to the right, having a radius of 105.00 feet, an arc length of 108.15 feet, a chord bearing South 77 degrees 12 minutes 53 seconds East, a chord distance of 103.43 feet to a point of reverse curvature;
7. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 47.57 feet, having a chord bearing South 74 degrees 57 minutes 46 seconds East, a chord distance of 45.80 feet to a point tangent;
8. South 77 degrees 46 minutes 55 seconds East, a distance of 42.29 feet to a point tangent;
9. Along an arc of a circle curving to the left, having a radius of 710.00 feet, an arc distance of 270.19 feet, having a chord bearing North 66 degrees 52 minutes 47 seconds East, a chord distance of 268.57 feet to a point tangent;
10. North 55 degrees 58 minutes 40 seconds East, a distance of 192.88 feet to a point on the ultimate right of way of Wilmington Pike (SR202);

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

Thence along the ultimate right of way of Wilmington Pike, the following four (4) courses and distances:

1. South 34 degrees 23 minutes 52 seconds East, a distance of 385.39 feet to a point;
2. South 36 degrees 18 minutes 53 seconds East, a distance of 128.09 feet to a point;
3. South 37 degrees 07 minutes 04 seconds East, a distance of 204.65 feet to a point;
4. South 31 degrees 26 minutes 59 seconds East, a distance of 216.64 feet to a point;

Thence leaving the ultimate right of way of Wilmington Pike, along lands now or formerly of Houshang & Fariden Farhi, the following five (5) courses and distances:

1. South 59 degrees 57 minutes 51 seconds West, a distance of 51.26 feet to a point;
2. North 30 degrees 32 minutes 09 seconds West, a distance of 10.00 feet to a point;
3. South 59 degrees 57 minutes 51 seconds West, a distance of 811.80 feet to a point;
4. South 31 degrees 02 minutes 47 seconds East, a distance of 243.24 feet to a point;
5. North 59 degrees 58 minutes 24 seconds East, a distance of 866.47 feet to a point on the ultimate right of way of Wilmington Pike;

Thence along the ultimate right of way of Wilmington Pike, the following six (6) courses and distances:

1. South 38 degrees 20 minutes 30 seconds East, a distance of 190.29 feet to a point;
2. South 42 degrees 17 minutes 23 seconds East, a distance of 179.28 feet to a point;
3. South 51 degrees 24 minutes 30 seconds East, a distance of 39.89 feet to a point of curvature tangent;
4. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 46.65 feet, having a chord bearing South 74 degrees 07 minutes 03 seconds East, a chord distance of 44.98 feet to a point not tangent;
5. South 48 degrees 14 minutes 58 seconds East, a distance of 96.69 feet to a point;
6. South 39 degrees 05 minutes 16 seconds East, a distance of 123.39 feet to the beginning of a curve tangent to said line;

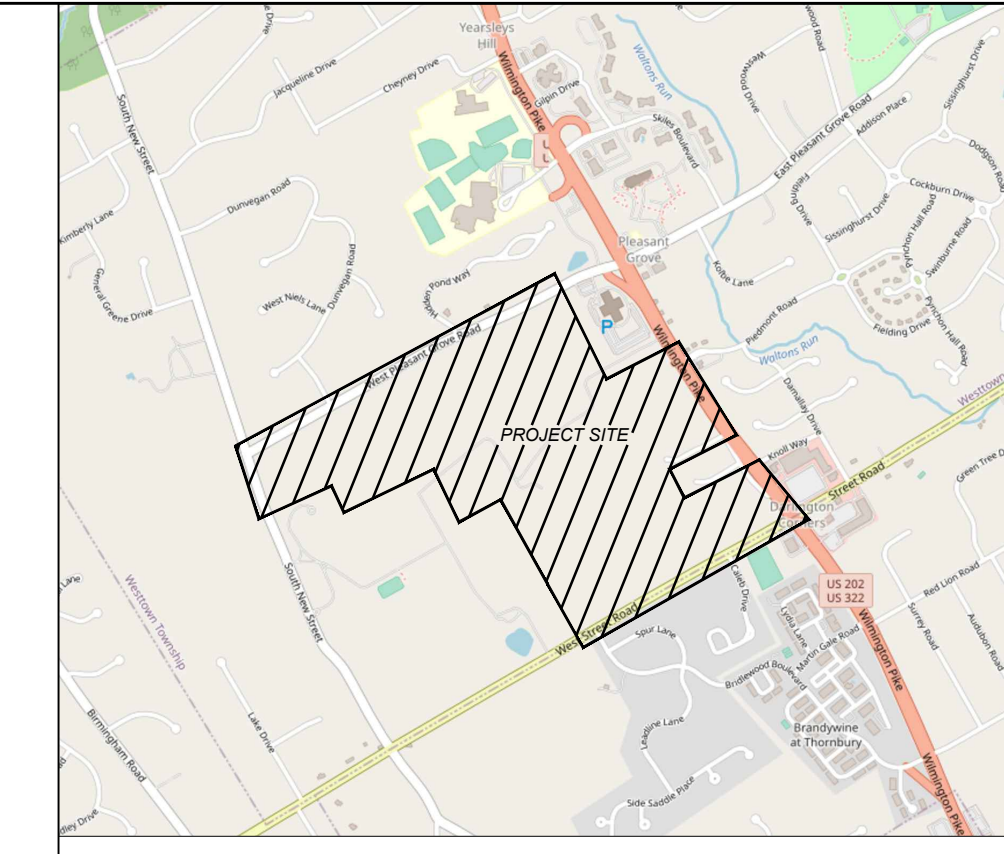
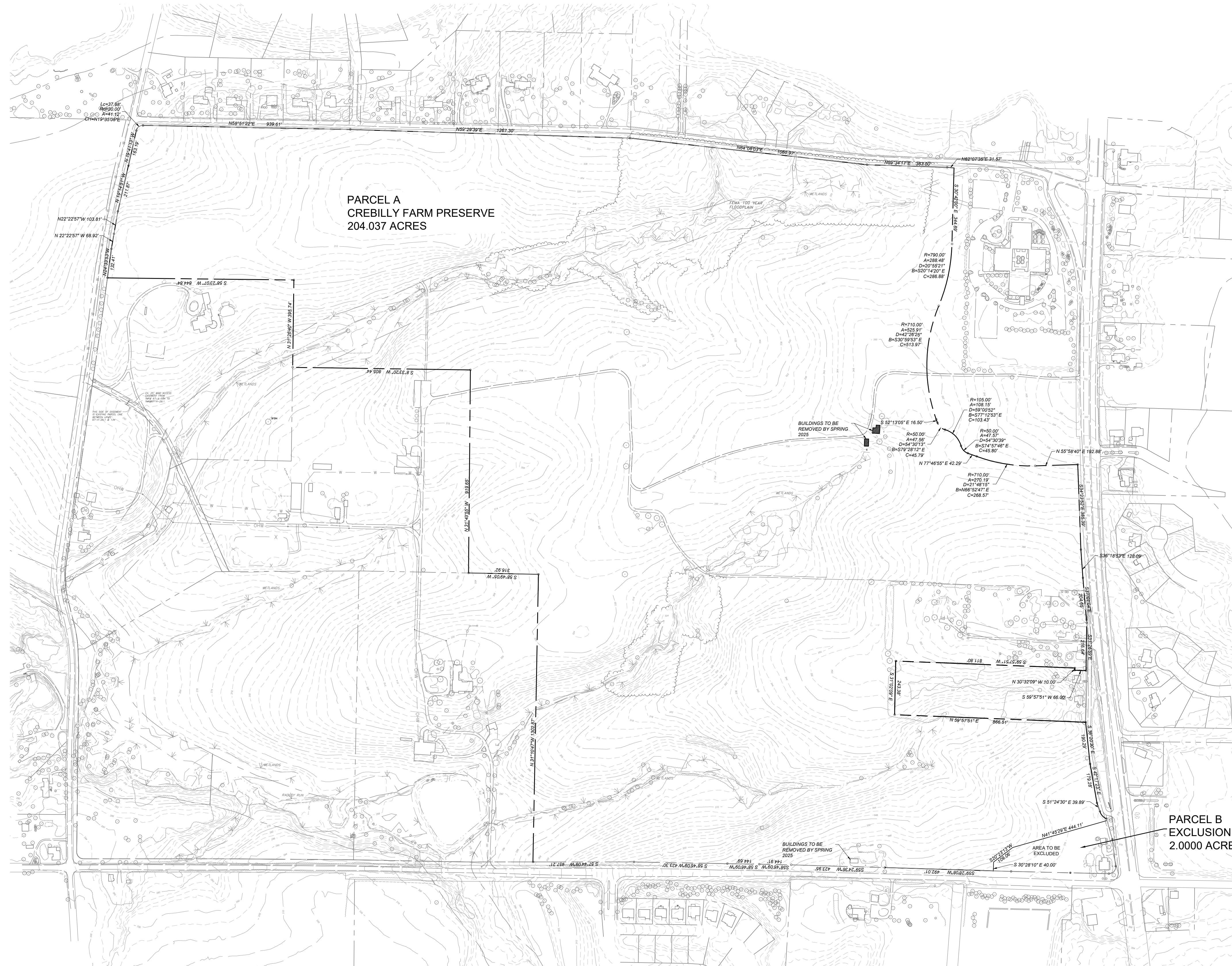
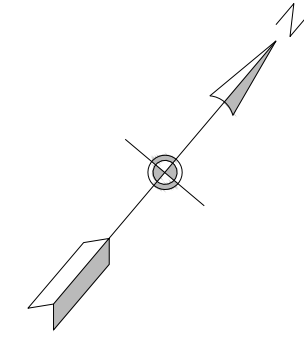
Thence along an arc of a circle curving to the right, having a radius of 30.00 feet, an arc length of 51.38 feet, having a chord bearing South 09 degrees 58 minutes 50 seconds West, a chord distance of 45.33 feet to a point on the northerly side of the ultimate right of way of Street Road (SR 926);

SITE ENGINEERING CONCEPTS, LLC

Consulting Engineering and Land Development Services

- Thence along the ultimate right of way of Street Road, the following five (5) courses and distances:
1. South 59 degrees 02 minutes 56 seconds West tangent to said curve, a distance of 443.39 feet to a point;
 2. South 59 degrees 28 minutes 08 seconds West, a distance of 572.18 feet to a point;
 3. South 59 degrees 24 minutes 36 seconds West, a distance of 423.95 feet to a point;
 4. South 58 degrees 46 minutes 09 seconds West, a distance of 712.89 feet to a point;
 5. South 57 degrees 44 minutes 09 seconds West, a distance of 457.21 feet to the First Mentioned Point and Place of Beginning.
- Containing 206.037 Acres, more or less

EXHIBIT "B"
PLAN



LOCATION MAP
SCALE = 1" = 2000'

GENERAL NOTES:

- EXISTING TOPOGRAPHY AND OTHER SURFACE INFORMATION TAKEN FROM FINAL LOT LINE CHANGE PLAN FOR CREBILLY FARM, PREPARED BY SITE ENGINEERING CONCEPTS, LLC, P.O. BOX 1992 SOUTHCASTLE, PA 19389, ON JULY 5TH, 2022.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ABOVE GROUND STRUCTURES THAT WERE VISIBLE AND ACCESSIBLE IN THE FIELD. AVAILABLE RESULTS, AND STRUCTURES BEFORE ANY EXCAVATION IS TO BEGIN. ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED TO THEIR LOCATION, SIZE, AND TYPE BY THE PROPER UTILITY COMPANY.
- ALL SCALED DIMENSIONS FROM THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION WITHOUT CONFIRMATION FROM CEG.
- SITE TOTAL ACRES = 206.037 ACRES

MARK	COMMENT	DATE
1	REVISE PARCEL B LOT LINES AND BEARINGS	11/22/2024

ceeg
 CIVIL ENGINEERING - ENVIRONMENTAL SERVICES
 SURVEYING - CONSTRUCTION
 159 East High Street, Suite #500 | Pottstown, PA 19464
 610.705.4500 (Office) | 610.705.4900 (Fax)

SITUATED IN
 WEST CHESTER TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA
 SURVEY BOUNDARY MAP
 PREPARED FOR
 WESTTOWN TOWNSHIP
 PROJECT NAME
 CREBILLY FARM LWCF ACQUISITION

DESIGNED BY:	
DRAWN BY:	MG
CHECKED BY:	BF
PROJECT NO.	0236-22-0406
DATE:	11/18/2024
SCALE:	1"=250'

SHEET 1 OF 1
C-1

LEGEND:

BOUNDARY LINE	---
ADJOINING PROPERTY LINE	---
EXISTING CONTOURS	~ ~ ~
BUILDING OUTLINE	▭
BUILDING OVERHANG	▬
EDGE OF CURB	—
EDGE OF PAVEMENT	—
SANITARY SEWER PIPE	SAN
EXISTING WETLAND	W
WATER PIPE	W
TREE ROW	—
ELECTRIC CONDUIT	E
OVERHEAD ELECTRIC	OHW
FENCE	—
EXISTING MONUMENT/PIN	○
TREE	○

GRANTEE: WESTTOWN TOWNSHIP
 PRESERVE NAME: CREBILLY FARM PRESERVE (203.65 ACRES)
 LOCAL SPONSOR SIGNATURE/ DATE: _____
 SLO/ASLO SIGNATURE/ DATE: _____
 LWCF NUMBER: 42-01645

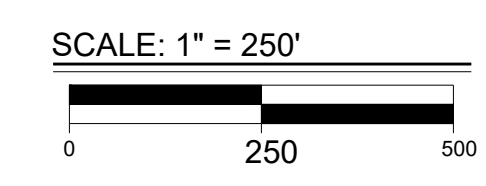


Exhibit "C"
EXCLUSION AREA LEGAL DESCRIPTION



November 22, 2024

Parcel B

Crebilly Farm

ALL THAT CERTAIN TRACT OF LAND described as Parcel B Exclusion Area situate in Westtown Township, Chester County, Pennsylvania, being shown on a Survey Boundary Map of Crebilly Farm LWCF Acquisition, prepared for Westtown Township, by CEDARVILLE Engineering Group, LLC, Pennsylvania, plan dated March 6, 2023, last revised November 22, 2024, and being bounded and described as follows, to wit:

BEGINNING at a point of curve, being the northernmost terminus of a radial corner, being the intersection of the southwesterly legal right-of-way of Wilmington Pike (SR202) with northwesterly right-of-way line of Street Road (SR926); **Thence**, from said **POINT OF BEGINNING**, extending along the northwesterly right-of-way line of Street Road (SR926) the following four (4) courses and distances: 1) along the arc of circle curving to the right, having a radius of 30.00 feet, an arc distance of 51.38 feet (Chord: South 09°58'50" West, 45.33) to a point of tangency, 2) continuing along said right-of-way, South 59°02'56" West, 174.68 to an angle point, 3) South 59°02'56" West, 268.70 to an angle point, 4) South 59°28'08" West, 80.17 to a point in said right-of-way, a corner of this and Parcel A (Crebilly Farm); **Thence**, extending along line of Parcel A the following three (3) courses and distances: 1) North 30°28'10" West, 40.00 feet to an angle point, 2) North 20°23'13" East, 109.06 feet to an angle point, 3) North 41°45'29" East, 444.11 feet to a point on the aforementioned right-of-way line of Wilmington Pike (SR202); **Thence**, extending along the right-of-way line of Wilmington Pike (SR202) the following two (2) courses and distances: 1) along said line, South 48°14'31" East, 88.32 feet to an angle point, 2) South 39°05'16" East, 123.39 feet to a point of curvature, being the northernmost terminus of a radial corner of the intersection of the southwesterly legal right-of-way of Wilmington Pike (SR202) with northwesterly right-of-way line of Street Road (SR926), being said point and place of beginning.

CONTAINING 2.0000 Acres (81720 Square Feet) of land, be the same, more or less.



**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA APPROVING AND ADOPTING A DECLARATION OF PUBLIC TRUST, COVENANTS, CONDITIONS AND RESTRICTIONS AS REQUIRED BY THE OPEN SPACE INSTITUTE LAND TRUST, INC. GRANT PROGRAM FOR THE ACQUISITION OF REAL PROPERTY KNOWN AS CREBILLY FARM (UPI NO. 67-4-29.4) TO BE DESIGNATED AS TOWNSHIP OPEN SPACE.

WHEREAS, the Westtown Township Board of Supervisors seeks to acquire 206.037 acres of the real property known as Crebilly Farm (UPI No. 67-4-29.4 (“the Property”)) as Township Open Space in accordance with the provisions of 32 P.S. §5001 et seq., all as depicted on the Final Lot Line Change Plan for Crebilly Farm approved by the Westtown Township Board of Supervisors on September 19, 2022; and

WHEREAS, in March, 2024, Natural Lands submitted an application for a Delaware River Watershed Protection Fund grant administered by the Open Space Institute Land Trust, Inc. for the acquisition the Property; and

WHEREAS, on September 27, 2024, Natural Lands was awarded a grant amount not to exceed \$550,000 by the Board of Trustees of the Open Space Institute Land Trust, Inc. for the acquisition of the Property; and

WHEREAS, on October 8, 2024, Natural Lands agreed and accepted the terms and conditions of the grant award; and

WHEREAS, on November 4, 2024, the Township adopted a Resolution agreeing to the terms and conditions of the grant award from the Open Space Institute Land Trust, Inc. for the acquisition of Crebilly Farm; and

WHEREAS, the Open Space Institute Land Trust, Inc. Grant Program requires the Township to approve, execute and record a Declaration of Public Trust, Covenants, Conditions and Restrictions (“Declaration”) on the Property as a condition of Westtown Township receiving the grant funds for the acquisition of the Property; and

WHEREAS, the proposed Declaration is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED that the Westtown Township Board of Supervisors hereby approves and adopts the Declaration of Public Trust, Covenants, Conditions and Restrictions as set forth in the attached Exhibit “A.” Any officer of Westtown Township is authorized to execute the attached Declaration as necessary for recording to accept and receive the grant funds from Chester County.

ADOPTED as a Resolution this 2nd day of December, 2024.

**Westtown Township
Board of Supervisors**

Thomas Foster, Chair

Edward Yost, Vice Chair

Richard Pomerantz, Police Commissioner

ATTEST:

Liudmila Carter, Township Secretary

Prepared by and return to:
Patrick M. McKenna, Esq.
Gawthrop Greenwood, PC
17 E. Gay St., Suite 100
PO Box 562
West Chester, PA 19381-0562

Parcel identification: 67-4-29.4

Declaration of Public Trust

THIS DECLARATION OF PUBLIC TRUST is made by WESTTOWN TOWNSHIP ("Declarant") on this ____ day of _____, 20__.

Background

Land. The real property that is the subject of this declaration is identified briefly below and more fully described in Exhibit A attached to and incorporated into this declaration (that property, the "Land"). The Land subject to this Declaration shall not include the Excluded Area as defined in that certain Deed dated _____, 20__ and recorded in the Chester County Recorder of Deeds in Deed Book____ Page____, with such Excluded Area being more fully described on Exhibit B attached hereto and incorporated herein.

Parcel identification: Part of 67-4-29.4

Street address: Crebilly Farm – Lot 1 (Westtown Lot), Westtown Township, Chester County

Acreage: 204.037

Municipality and county: Westtown Township, Chester County.

Declarant. The Declarant is a municipality of the second class of the Commonwealth of Pennsylvania.

Public Trust. Declarant desires to formally declare a public trust containing the Land and to affirm its role and duty as trustee in service of the Public Purposes described below.

Constitution. Article 1, Section 27 of the Pennsylvania Constitution states:

The people have a right to clean air, pure water, and to the preservation of the natural, scenic, historic and esthetic values of the environment. Pennsylvania's public natural resources are the common property of all the people, including generations yet to come. As trustee of these resources, the Commonwealth shall conserve and maintain them for the benefit of all the people.

Donated or Dedicated Property Act. Declarant desires this declaration to serve as a dedication of the Land to public use within the meaning of the Act of December 15, 1959, P.L. 1772, 53 P.S. §§3381-3386 (the “Donated or Dedicated Property Act”).

Action. This declaration is made pursuant to resolution of the Declarant on the 2nd day of December, 2024.

Dedication and Declaration

Dedication to Public Purposes. The Declarant formally and unequivocally dedicates the Land to the following purposes (collectively, the “Public Purposes”) in perpetuity:

- (a) Providing public access for outdoor recreation; and
- (b) Providing open space benefits, which may include maintaining and improving the quality of water resources, both surface and groundwater, including replenishing their supply; establishing and protecting scenic views and vantage points for those views; preserving existing, planned, and potential outdoor public recreation and conservation areas; preventing and reducing floods; providing natural habitat for animals, plants, and fungi; preventing the loss and depletion of soil; conserving farmland for agricultural production and forestland for production of timber and other forest products; preserving features of historic, geologic, or biologic significance; and providing for sound land development by providing open space within and around developed lands.

Declaration of Public Trust. Declarant formally and unequivocally declares that the Land is the body of a public trust in service of the Public Purposes and of which Declarant is the trustee.

Development. Except in direct support of the Public Purposes, further development or improvement of the Land is prohibited.

Reforestation. The Declarant shall manage the Land to achieve and maintain reforestation of at least 75% of the Land through active and/or passive means, including but not limited to actively planting native trees or woody vegetation, and/or leaving unmowed meadowlands to allow natural reforestation. The Declarant shall manage the Land to achieve reforested stream buffers extending at least 150 feet from each bank of any stream located on or adjacent to the Land. Limited structures to support passive recreation such as trails, benches or blinds for birdwatching are permitted, provided they do not impair the effect of the stream buffers. The foregoing shall be reflected in any management plan or park master plan adopted with respect to the Land.

Rights and Remedies. Rights and remedies arising out of this declaration are cumulative; they neither limit nor are limited by any rights or remedies arising from the Donated or Dedicated Property Act or other applicable authority available for upholding the Public Purposes.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the Declarant has signed and delivered this declaration as of the date set forth in the opening recital of this document.

Westtown Township

By: _____(Seal)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF :

ON THIS DAY _____ before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of Westtown Township, a municipality of the second class of the Commonwealth of Pennsylvania, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officer.

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

Print Name: _____, Notary Public

EXHIBIT A
LEGAL DESCRIPTION



November 22, 2024

Parcel B

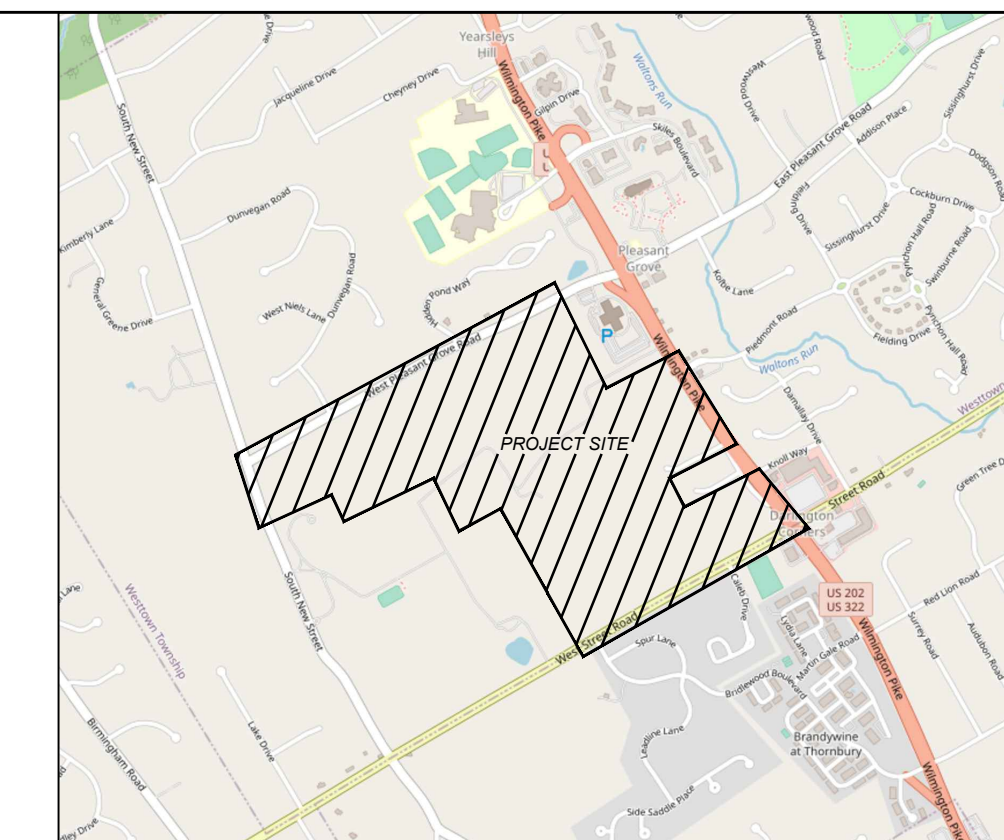
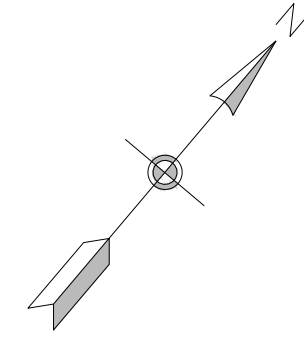
Crebilly Farm

ALL THAT CERTAIN TRACT OF LAND described as Parcel B Exclusion Area situate in Westtown Township, Chester County, Pennsylvania, being shown on a Survey Boundary Map of Crebilly Farm LWCF Acquisition, prepared for Westtown Township, by CEDARVILLE Engineering Group, LLC, Pennsylvania, plan dated March 6, 2023, last revised November 22, 2024, and being bounded and described as follows, to wit:

BEGINNING at a point of curve, being the northernmost terminus of a radial corner, being the intersection of the southwesterly legal right-of-way of Wilmington Pike (SR202) with northwesterly right-of-way line of Street Road (SR926); **Thence**, from said **POINT OF BEGINNING**, extending along the northwesterly right-of-way line of Street Road (SR926) the following four (4) courses and distances: 1) along the arc of circle curving to the right, having a radius of 30.00 feet, an arc distance of 51.38 feet (Chord: South 09°58'50" West, 45.33) to a point of tangency, 2) continuing along said right-of-way, South 59°02'56" West, 174.68 to an angle point, 3) South 59°02'56" West, 268.70 to an angle point, 4) South 59°28'08" West, 80.17 to a point in said right-of-way, a corner of this and Parcel A (Crebilly Farm); **Thence**, extending along line of Parcel A the following three (3) courses and distances: 1) North 30°28'10" West, 40.00 feet to an angle point, 2) North 20°23'13" East, 109.06 feet to an angle point, 3) North 41°45'29" East, 444.11 feet to a point on the aforementioned right-of-way line of Wilmington Pike (SR202); **Thence**, extending along the right-of-way line of Wilmington Pike (SR202) the following two (2) courses and distances: 1) along said line, South 48°14'31" East, 88.32 feet to an angle point, 2) South 39°05'16" East, 123.39 feet to a point of curvature, being the northernmost terminus of a radial corner of the intersection of the southwesterly legal right-of-way of Wilmington Pike (SR202) with northwesterly right-of-way line of Street Road (SR926), being said point and place of beginning.

CONTAINING 2.0000 Acres (81720 Square Feet) of land, be the same, more or less.

EXHIBIT B
EXCLUDED AREA



LOCATION MAP
SCALE = 1" = 2000'

- GENERAL NOTES:**
- EXISTING TOPOGRAPHY AND OTHER SURFACE INFORMATION TAKEN FROM FINAL LOT LINE CHANGE PLAN FOR CREBILLY FARM, PREPARED BY SITE ENGINEERING CONCEPTS, LLC, P.O. BOX 1992 SOUTHCASTLE, PA 19389, ON JULY 5TH, 2022.
 - LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. ALL LOCATIONS AND SIZES ARE BASED ABOVE GROUND STRUCTURES THAT WERE VISIBLE AND ACCESSIBLE IN THE FIELD. AVAILABLE RESULTS, AND STRUCTURES BEFORE ANY EXCAVATION IS TO BEGIN. ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED TO THEIR LOCATION, SIZE, AND TYPE BY THE PROPER UTILITY COMPANY.
 - ALL SCALED DIMENSIONS FROM THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION WITHOUT CONFIRMATION FROM CEG.
 - SITE TOTAL ACRES = 206.037 ACRES

MARK	COMMENT	DATE
1	REVISE PARCEL B LOT LINES AND BEARINGS	11/22/2024

ceeg
 CIVIL ENGINEERING - ENVIRONMENTAL SERVICES
 SURVEYING - CONSTRUCTION
 159 East High Street, Suite #500 | Pottstown, PA 19464
 610.705.4500 (Office) | 610.705.4900 (Fax)

SITUATED IN
 WEST CHESTER TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

PREPARED FOR
 SURVEY BOUNDARY MAP
 WESTTOWN TOWNSHIP
 PROJECT NAME
 CREBILLY FARM LWCF ACQUISITION

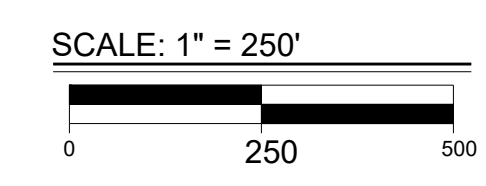
DESIGNED BY:
 DRAWN BY: MG
 CHECKED BY: BF
 PROJECT NO. 0236-22-0406
 DATE: 11/18/2024
 SCALE: 1"=250'

SHEET 1 OF 1
C-1

LEGEND:

BOUNDARY LINE	---
ADJOINING PROPERTY LINE	---
EXISTING CONTOURS	~~~~~
BUILDING OUTLINE	=====
BUILDING OVERHANG	=====
EDGE OF CURB	=====
EDGE OF PAVEMENT	=====
SANITARY SEWER PIPE	SAN SAN
EXISTING WETLAND	~~~~~
WATER PIPE	W W W W
TREE ROW	=====
ELECTRIC CONDUIT	E E E E
OVERHEAD ELECTRIC	OHW OHW OHW
FENCE	=====
EXISTING MONUMENT/PIN	○
TREE	○

GRANTEE: WESTTOWN TOWNSHIP
 PRESERVE NAME: CREBILLY FARM PRESERVE (203.65 ACRES)
 LOCAL SPONSOR SIGNATURE/ DATE: _____
 SLO/ASLO SIGNATURE/ DATE: _____
 LWCF NUMBER: 42-01645



Prepared by and return to:

Michael S. Burg, Esquire
Saul Ewing LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087-5569

UPI Nos. 67-4-29.2 (1125/1127 S. New Street - Equestrian Lot)
67-4-29.4 (1124 Wilmington Pike - Westtown Lot)

TERMINATION OF ACCESS ROADS

THIS TERMINATION (this “Agreement”) is made this _____ day of _____, 2024, by and between **CREBILLY FARM FAMILY ASSOCIATES, L.P.**, a Pennsylvania limited partnership (“CFFA”) and **WESTTOWN TOWNSHIP BOARD OF SUPERVISORS** (“Westtown”).

WITNESSETH:

WHEREAS, CFFA is the owner of that certain 27.4 +/- acre tract of land located in Westtown Township, Chester County, Pennsylvania, known as UPI Number 67-4-29.2 (the “Equestrian Lot”), which legal description is attached hereto as Exhibit A; and

WHEREAS, CFFA and Westtown are parties to that certain Agreement of Sale dated April 4, 2022, as amended, in which CFFA agreed to sell and Westtown agreed to purchase a 206.037 +/- acre tract of land located in Westtown Township, Chester County, Pennsylvania, known as UPI Number 67-4-29.4 (the “Westtown Lot”), which legal description is attached hereto as Exhibit B; and

WHEREAS, there is an existing blacktop driveway and a dirt drive (together, the “Access Roads”) that run from the Equestrian Lot to the Westtown Lot, which Access Roads are depicted on Exhibit C attached hereto; and

WHEREAS, Westtown Township has requested a termination of CFFA’s access and use of the Access Roads on the Westtown Lot; and

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, CFFA and Westtown hereby agree as follows:

1. CFFA's access and use of those portions of the Access Roads located on the Westtown Lot, is terminated effective as of the date of this Agreement.

2. Westtown's access and use of those portions of the Access Roads located on the Equestrian Lot, is terminated effective as of the date of this Agreement.

3. CFFA shall have no liability for those portions of the Access Roads located on the Westtown Lot.

4. Westtown shall have no liability for those portions of the Access Roads located on the Equestrian Lot.

5. This Agreement, together with the Exhibits to this Agreement, contains all covenants and agreements made by CFFA and Westtown and constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by CFFA and Westtown.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, and intending to be legally bound by the terms and provisions of this Agreement, the parties have executed this Agreement on the day and year first above written with the intent that the same shall be filed of record in Chester County, Pennsylvania.

GRANTOR:

Crebilly Farm Family Associates, L.P.,
a Pennsylvania limited partnership

By: _____
Name: James K. Robinson, III
Title: General Partner

By: _____
Name: David M. Robinson
Title: General Partner

GRANTEE:

Westtown Township Board of Supervisors

By: _____
Name: _____
Title: _____

STATE OF _____ :
: SS.
COUNTY OF _____ :

On this _____ day of _____, 2024, before me a Notary Public in and for the State of _____, the undersigned officer, personally appeared **James K. Robinson, III**, who acknowledged himself to be a general partner of Crebilly Farm Family Associates, L.P., a Pennsylvania limited partnership, and that he as such general 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 a general partner.

In Witness Whereof, I hereunto set my hand and official seal.

_____[SEAL]
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **David M. Robinson**, who acknowledged himself to be a general partner of Crebilly Farm Family Associates, L.P., a Pennsylvania limited partnership, and that he as such general 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 a general partner.

In Witness Whereof, I hereunto set my hand and official seal.

_____[SEAL]
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CHESTER :

On this _____ day of _____, 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of **Westtown Township Board of Supervisors** and that he/she as such _____ of the Westtown Township Board of Supervisors, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Westtown Township Board of Supervisors by him/herself as such _____.

In Witness Whereof, I hereunto set my hand and official seal.

_____[SEAL]
Notary Public
My Commission Expires:

EXHIBIT "A"
Equestrian Lot

ALL THAT CERTAIN tract of land, situate in the Township of Westtown, County of Chester, Commonwealth of Pennsylvania, bounded and described according to the **"Final Lot Line Change Plan for Crebilly Farm"** Sheets 1 - 9, prepared by Site Engineering Concepts, LLC, dated July 5, 2022, last revised May 9, 2023, and recorded on May 23, 2023 as **Plan No. 21142**, as follows to wit:

Beginning at a point on the easterly side of South New Street, said point being a corner of these lands and a point along the lands now or formerly of David Robinson, said point being the first mentioned Point and Place of Beginning;

Thence from the first mentioned Point and Place of Beginning, along lands now or formerly of David Robinson, the following seven (7) courses and distances:

1. North 53 degrees 40 minutes 31 seconds East, a distance of 16.67 feet to a point;
2. North 27 degrees 13 minutes 22 seconds East, a distance of 446.58 feet to a point;
3. North 07 degrees 21 minutes 16 seconds West, a distance of 34.35 feet to a point;
4. North 56 degrees 53 minutes 42 seconds West, a distance of 56.18 feet to a point;
5. North 01 degrees 31 minutes 38 seconds West, a distance of 92.03 feet to a point;
6. North 16 degrees 02 minutes 47 seconds West, a distance of 80.11 feet to a point;
7. North 20 degrees 21 minutes 53 seconds West, a distance of 42.93 feet to a point;

Thence leaving lands now or formerly of David Robinson, along the 'Homestead Lot', the following three (3) courses and distances:

1. North 33 degrees 11 minutes 56 seconds East, a distance of 109.12 feet to a point;
2. North 58 degrees 50 minutes 33 seconds East, a distance of 453.14 feet to a point;
3. North 31 degrees 26 minutes 40 seconds West, a distance of 424.60 feet to a point;

Thence along Lot 1 'Westtown Township Park', North 58 degrees 33 minutes 20 seconds East, a distance of 805.44 feet to a point;

Thence continuing along the same, South 31 degrees 43 minutes 55 seconds East, a distance of 919.69 feet to a point;

Thence along Lot 4 'Crebilly Lot', South 58 degrees 49 minutes 05 seconds West, a distance of 496.33 feet to a point;

Thence along Lot 3 'Field Lot', the following three (3) courses and distances:

1. South 57 degrees 25 minutes 33 seconds West, a distance of 649.54 feet to a point;
2. South 27 degrees 13 minutes 22 seconds West, a distance of 688.48 feet to a point;
3. South 55 degrees 52 minutes 10 seconds West, a distance of 30.01 feet to a point on the easterly side of South New Street;

Thence along the easterly side of South New Street the following three (3) courses and distances:

1. Along an arc of a circle curving to the left, having a radius of 587.18 feet, an arc length of 114.11 feet, having a chord bearing North 40 degrees 59 minutes 17 seconds West, a chord distance of 113.93 feet to a point;
2. North 46 degrees 33 minutes 20 seconds West, tangent to said curve, a distance of 107.14 feet to a point;
3. Along an arc of a circle curving to the right, having a radius of 445.24, an arc length of 91.25 feet, having a chord bearing North 40 degrees 37 minutes 43 seconds West, a chord distance of 91.09 feet to the First Mentioned Point and Place of Beginning.

Containing 27.399 Acres, more or less.

BEING UPI No. 67-4-29.2.

Exhibit "B"
Westtown Lot

ALL THAT CERTAIN tract of land, situate in the Township of Westtown, County of Chester, Commonwealth of Pennsylvania, bounded and described according to the **"Final Lot Line Change Plan for Crebilly Farm"** Sheets 1 - 9, prepared by Site Engineering Concepts, LLC, dated July 5, 2022, last revised May 9, 2023, and recorded on May 23, 2023 as **Plan No. 21142**, as follows to wit:

Beginning at a point on the northerly side of the ultimate right of way of Street Road (SR 926) (width varies), a corner of these lands and Lot 4, Crebilly Lot, said point being the first mentioned Point and Place of Beginning;

Thence from the first mentioned Point and Place of Beginning, leaving the northerly side of the ultimate right of way of Street Road, along Lot 4, North 31 degrees 10 minutes 47 seconds West, a distance of 1302.87 feet to a point;

Thence continuing along the same, South 58 degrees 49 minutes 05 seconds West, a distance of 316.92 feet to a point, a point along Lot 4 and a corner of these lands and Lot 2, Equestrian Lot;

Thence along Lot 2, North 31 degrees 43 minutes 55 seconds West, a distance of 919.65 feet to a point;

Thence continuing along the same, South 58 degrees 33 minutes 20 seconds West, a distance of 805.44 feet to a point a corner of these lands and Lot 2, and a point along the land of Homestead Lot;

Thence along the Homestead Lot, North 31 degrees 26 minutes 40 seconds West, a distance of 395.74 feet to a point;

Thence continuing along the same, South 58 degrees 23 minutes 07 seconds West, a distance of 844.84 feet to a point on the easterly side of the ultimate right of way of South New Street;

Thence along the easterly side of the ultimate right of way of South New Street, the following four (4) courses and distances:

1. North 24 degrees 33 minutes 53 seconds West, a distance of 132.41 feet to a point;
2. North 22 degrees 22 minutes 57 seconds West, a distance of 172.73 feet to a point;
3. North 19 degrees 14 minutes 51 seconds West, a distance of 211.87 feet to a point;
4. North 19 degrees 41 minutes 13 seconds West, a distance of 163.19 feet to the beginning of a curve tangent;

Thence along an arc of a circle curving to the right, having a radius of 30.00 feet, an arc length of 41.12 feet, having a chord bearing North 19 degrees 35 minutes 05 seconds East, a chord distance of 37.98 feet to a point on the southerly side of the ultimate right of way of West Pleasant Grove Road;

Thence along the southerly side of the ultimate right of way of West Pleasant Grove Road, the following five (5) courses and distances:

1. North 58 degrees 51 minutes 22 seconds East tangent to said curve, a distance of 939.61 feet to a point;
2. North 59 degrees 29 minutes 39 seconds East, a distance of 1267.30 feet to a point;
3. North 64 degrees 08 minutes 03 seconds East, a distance of 1080.97 feet to a point;
4. North 59 degrees 34 minutes 17 seconds East, a distance of 363.00 feet to a point;
5. North 62 degrees 07 minutes 35 seconds East, a distance of 31.57 feet to a point, a corner of these lands and lands now or formerly of Westminster Presbyterian Church of West Chester;

Thence along lands now or formerly of Westminster Presbyterian Church of West Chester, the following ten (10) courses and distances:

1. South 30 degrees 42 minutes 00 seconds East, a distance of 344.69 feet to the beginning of a curve tangent;
2. Along an arc of a circle curving to the right having a radius of 790.00 feet, and arc length of 288.48 feet, having a chord bearing South 20 degrees 14 minutes 20 seconds East, a chord distance of 286.88 feet to a point of reverse curvature;
3. Along an arc of a circle curving to the left, having a radius of 710.00 feet, an arc length of 525.91 feet, having a chord bearing South 30 degrees 59 minutes 53 seconds East, a chord distance of 513.97 feet to a point tangent;
4. South 52 degrees 13 minutes 05 seconds East, a distance of 16.50 feet to a point tangent;
5. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 47.56 feet, having a chord bearing South 79 degrees 28 minutes 12 seconds East, a chord distance of 45.79 feet to a point of reverse curvature;
6. Along an arc of a circle curving to the right, having a radius of 105.00 feet, an arc length of 108.15 feet, a chord bearing South 77 degrees 12 minutes 53 seconds East, a chord distance of 103.43 feet to a point of reverse curvature;
7. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 47.57 feet, having a chord bearing South 74 degrees 57 minutes 46 seconds East, a chord distance of 45.80 feet to a point tangent;
8. South 77 degrees 46 minutes 55 seconds East, a distance of 42.29 feet to a point tangent;
9. Along an arc of a circle curving to the left, having a radius of 710.00 feet, an arc distance of 270.19 feet, having a chord bearing North 66 degrees 52 minutes 47 seconds East, a chord distance of 268.57 feet to a point tangent;
10. North 55 degrees 58 minutes 40 seconds East, a distance of 192.88 feet to a point on the ultimate right of way of Wilmington Pike (SR202);

Thence along the ultimate right of way of Wilmington Pike, the following four (4) courses and distances:

1. South 34 degrees 23 minutes 52 seconds East, a distance of 385.39 feet to a point;
2. South 36 degrees 18 minutes 53 seconds East, a distance of 128.09 feet to a point;
3. South 37 degrees 07 minutes 04 seconds East, a distance of 204.65 feet to a point;
4. South 31 degrees 26 minutes 59 seconds East, a distance of 216.64 feet to a point;

Thence leaving the ultimate right of way of Wilmington Pike, along lands now or formerly of Houshang & Fariden Farhi, the following five (5) courses and distances:

1. South 59 degrees 57 minutes 51 seconds West, a distance of 51.26 feet to a point;
2. North 30 degrees 32 minutes 09 seconds West, a distance of 10.00 feet to a point;
3. South 59 degrees 57 minutes 51 seconds West, a distance of 811.80 feet to a point;
4. South 31 degrees 02 minutes 47 seconds East, a distance of 243.24 feet to a point;
5. North 59 degrees 58 minutes 24 seconds East, a distance of 866.47 feet to a point on the ultimate right of way of Wilmington Pike;

Thence along the ultimate right of way of Wilmington Pike, the following six (6) courses and distances:

1. South 38 degrees 20 minutes 30 seconds East, a distance of 190.29 feet to a point;
2. South 42 degrees 17 minutes 23 seconds East, a distance of 179.28 feet to a point;
3. South 51 degrees 24 minutes 30 seconds East, a distance of 39.89 feet to a point of curvature tangent;
4. Along an arc of a circle curving to the left, having a radius of 50.00 feet, an arc length of 46.65 feet, having a chord bearing South 74 degrees 07 minutes 03 seconds East, a chord distance of 44.98 feet to a point not tangent;
5. South 48 degrees 14 minutes 58 seconds East, a distance of 96.69 feet to a point;
6. South 39 degrees 05 minutes 16 seconds East, a distance of 123.39 feet to the beginning of a curve tangent to said line;

Thence along an arc of a circle curving to the right, having a radius of 30.00 feet, an arc length of 51.38 feet, having a chord bearing South 09 degrees 58 minutes 50 seconds West, a chord distance of 45.33 feet to a point on the northerly side of the ultimate right of way of Street Road (SR 926);

Thence along the ultimate right of way of Street Road, the following five (5) courses and distances:

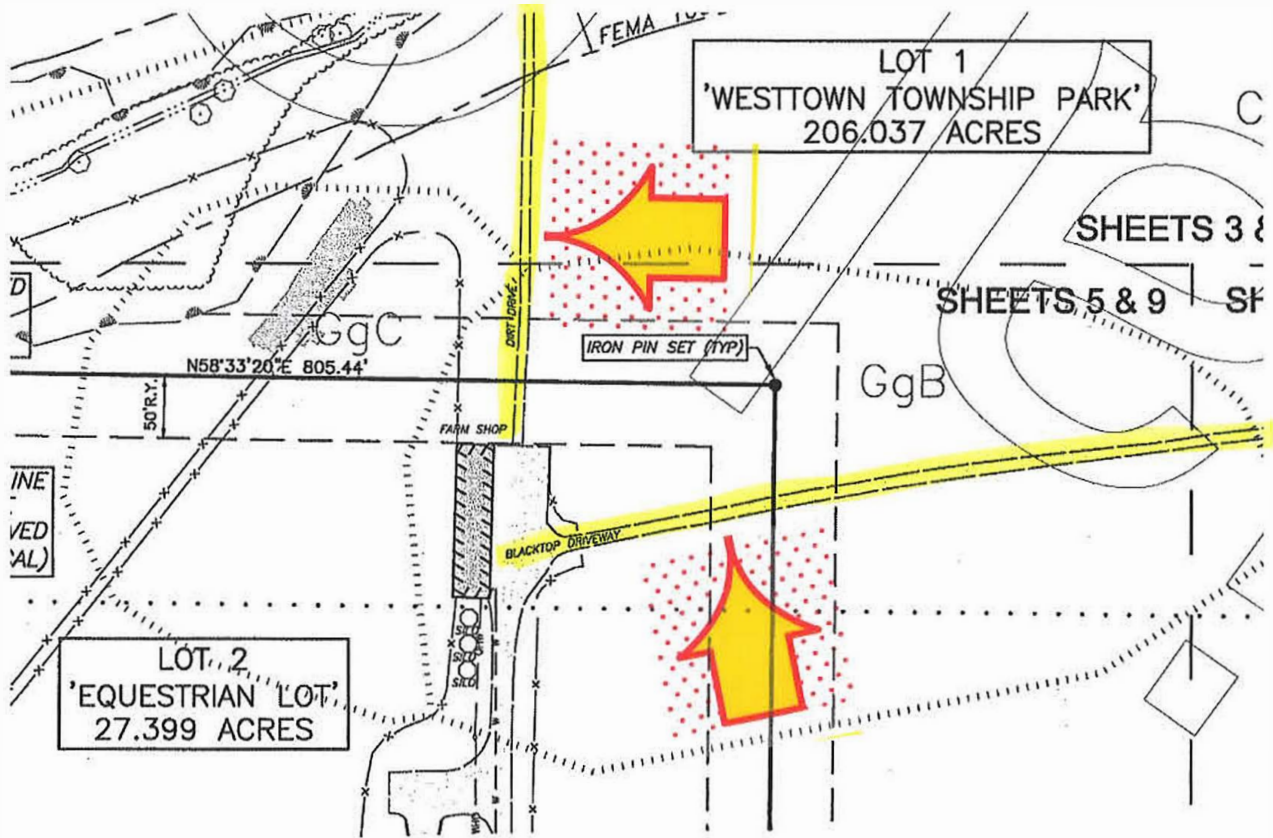
1. South 59 degrees 02 minutes 56 seconds West tangent to said curve, a distance of 443.39 feet to a point;
2. South 59 degrees 28 minutes 08 seconds West, a distance of 572.18 feet to a point;
3. South 59 degrees 24 minutes 36 seconds West, a distance of 423.95 feet to a point;
4. South 58 degrees 46 minutes 09 seconds West, a distance of 712.89 feet to a point;
5. South 57 degrees 44 minutes 09 seconds West, a distance of 457.21 feet to the First Mentioned Point and Place of Beginning.

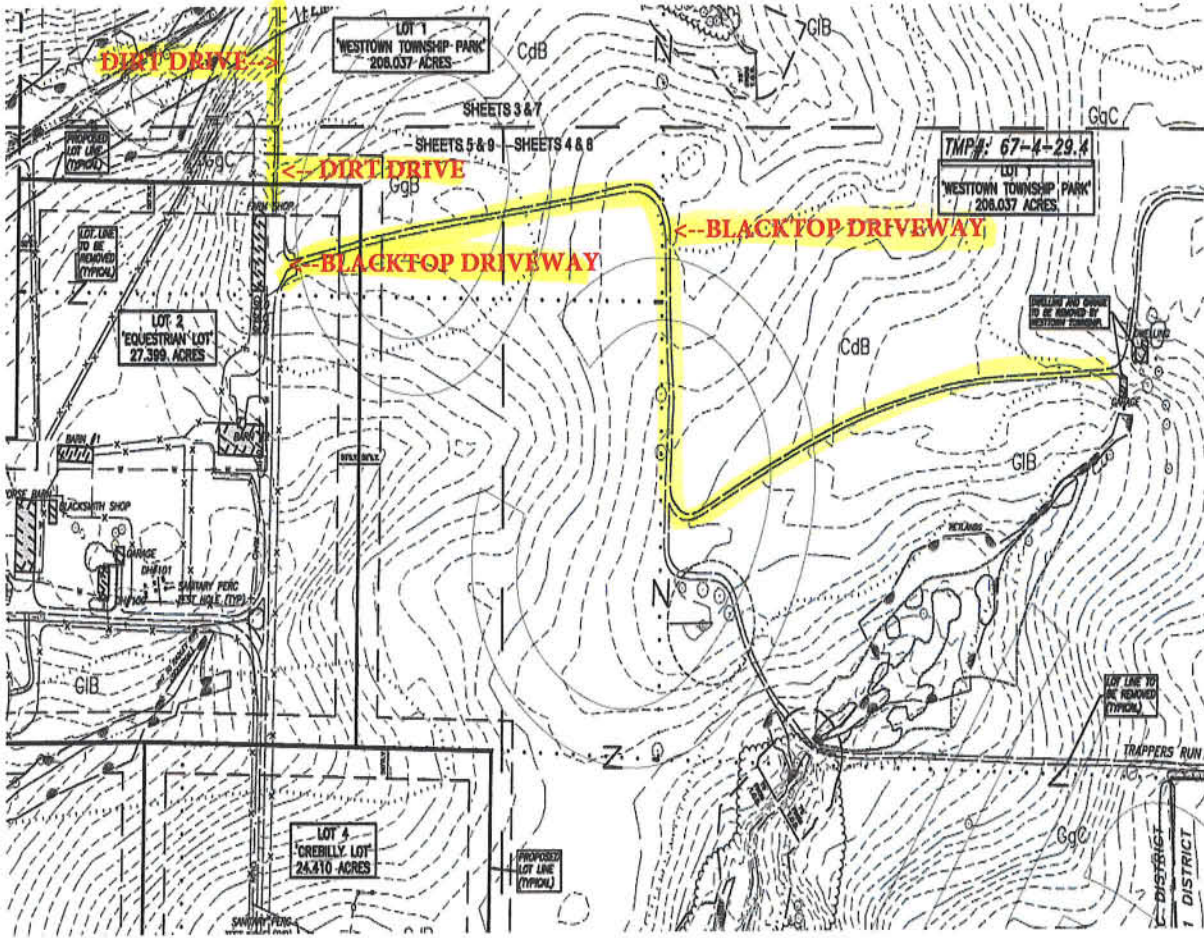
CONTAINING 206.037 Acres, more or less.

BEING UPI NO. 67-4-29.4.

Exhibit "C"
Access Roads

DIRT DRIVE AND BLACKTOP DRIVEWAY LEADING FROM EQUESTRIAN LOT TO WESTTOWN LOT





SAWMILL COURT ESCROW RELEASE # 6

November 21, 2024

To Whom it may concern:

We are hereby requesting another reduction of our Letter of Credit for work completed to date on site. Included for review is the itemized spreadsheet template provided by Mr. Flinchbaugh that has been dated with today's date and noted as Escrow Release # 6, with the percentage and dollar amounts filled in for work on site that has been completed.

We hereby request that this release be reviewed and funded at your earliest convenience so that we may have funds to keep all of our subcontractors and suppliers paid in a timely fashion.

Thank You;

Wayne C. Megill, Jr.

Co-Manger

Huntrise Builders, LLC.

SAWMILL COURT

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	<u>EROSION CONTROL</u>												
A	Tire Cleaner	113	TN	\$25.83	\$2,918.79	80%	\$2,334.40	0%	\$0.00	80%	\$2,334.40	20%	\$584.39
B	Tree Protection Fence	2086	LF	\$5.00	\$10,430.00	100%	\$10,430.00	0%	\$0.00	100%	\$10,430.00	0%	\$0.00
C	18" Silt Fence	0	LF	\$2.25	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
D	Silt Sox - 12" (along NE property line)	736	LF	\$7.00	\$5,152.00	100%	\$5,152.00	0%	\$0.00	100%	\$5,152.00	0%	\$0.00
E	Silt Sox - 12"	1015	LF	\$7.00	\$7,105.00	100%	\$7,105.00	0%	\$0.00	100%	\$7,105.00	0%	\$0.00
F	Silt Sox - 18"	845	LF	\$9.00	\$7,605.00	100%	\$7,605.00	0%	\$0.00	100%	\$7,605.00	0%	\$0.00
G	Silt Sox - 24"	237	LF	\$11.00	\$2,607.00	100%	\$2,607.00	0%	\$0.00	100%	\$2,607.00	0%	\$0.00
H	Sediment Trap 1	309	LF	\$35.39	\$10,935.51	100%	\$10,935.51	0%	\$0.00	100%	\$10,935.51	0%	\$0.00
I	Sediment Trap 2	240	LF	\$35.40	\$8,496.00	100%	\$8,496.00	0%	\$0.00	100%	\$8,496.00	0%	\$0.00
J	Concrete Washout	1	EA	\$1,400.00	\$1,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,400.00
K	Inlet Filters	17	EA	\$300.00	\$5,100.00	90%	\$4,590.00	0%	\$0.00	90%	\$4,590.00	10%	\$510.00
L	Erosion Control Matting - SC 150	29000	SF	\$0.35	\$10,150.00	60%	\$6,060.00	0%	\$0.00	60%	\$6,060.00	40%	\$4,090.00
M	Temporary Seeding	250000	SF	\$0.04	\$10,000.00	20%	\$2,000.00	0%	\$0.00	20%	\$2,000.00	80%	\$8,000.00
N	Rake, Seed, and Mulch	40000	SF	\$0.11	\$4,400.00	40%	\$3,400.00	37%	\$1,000.00	100%	\$4,400.00	0%	\$0.00
O	Street Sweeping	10	EA	\$689.57	\$6,895.70	87%	\$6,000.00	13%	\$895.70	100%	\$6,895.70	0%	\$0.00
P	Dust Control	7	DA	\$422.00	\$2,954.00	68%	\$2,000.00	32%	\$954.00	100%	\$2,954.00	0%	\$0.00
	SUBTOTAL SECTION 1				\$96,149.00		\$78,714.91		\$2,849.70		\$81,564.61		\$14,584.39
2	<u>REMOVAL/CLEARING/DEMOLITION</u>												
A	Clearing/Grubbing	1	LS	\$29,763.36	\$29,763.36	100%	\$29,763.36	0%	\$0.00	100%	\$29,763.36	0%	\$0.00
B	Demolition	1	LS	\$71,868.00	\$71,868.00	100%	\$71,868.00	0%	\$0.00	100%	\$71,868.00	0%	\$0.00
C	Retaining Wall Removal	160	LF	\$24.64	\$3,942.40	100%	\$3,942.40	0%	\$0.00	100%	\$3,942.40	0%	\$0.00
D	RR Tie Wall Removal	350	LF	\$27.09	\$9,481.50	100%	\$9,481.50	0%	\$0.00	100%	\$9,481.50	0%	\$0.00
E	Fence Removal	215	LF	\$4.51	\$969.65	100%	\$969.65	0%	\$0.00	100%	\$969.65	0%	\$0.00
F	Blacktop Removal	2622	SY	\$2.72	\$7,131.84	100%	\$7,131.84	0%	\$0.00	100%	\$7,131.84	0%	\$0.00
G	Concrete Removal	85	CY	\$243.83	\$20,725.55	100%	\$20,725.55	0%	\$0.00	100%	\$20,725.55	0%	\$0.00
H	Inlet Removal	4	EA	\$1,211.96	\$4,847.84	100%	\$4,847.84	0%	\$0.00	100%	\$4,847.84	0%	\$0.00
I	Pipe Removal - 18" HDPE	222	LF	\$22.87	\$5,077.14	100%	\$5,077.14	0%	\$0.00	100%	\$5,077.14	0%	\$0.00
J	Sawcutting	600	LF	\$4.74	\$2,844.00	100%	\$2,844.00	0%	\$0.00	100%	\$2,844.00	0%	\$0.00
	SUBTOTAL SECTION 2				\$156,651.28		\$156,651.28		\$0.00		\$156,651.28		\$0.00
3	<u>EXCAVATION</u>												
A	Traffic Control	1	LS	\$6,011.28	\$6,011.28	72%	\$4,303.38	28%	\$1,707.90	100%	\$6,011.28	0%	\$0.00
B	Strip Topsoil, 6" Depth	4332	CY	\$3.84	\$16,634.88	100%	\$16,634.88	0%	\$0.00	100%	\$16,634.88	0%	\$0.00
C	Site Cut/Fill	20559	CY	\$4.41	\$90,665.19	100%	\$90,665.19	0%	\$0.00	100%	\$90,665.19	0%	\$0.00
D	Road Widening	1	LS	\$9,540.96	\$9,540.96	100%	\$9,540.96	0%	\$0.00	100%	\$9,540.96	0%	\$0.00
E	Rough Grade	250000	SF	\$0.05	\$12,500.00	88%	\$11,000.00	22%	\$1,500.00	100%	\$12,500.00	0%	\$0.00
F	Fine Grade Building Lots	20	EA	\$385.31	\$7,706.20	79%	\$6,082.48	39%	\$1,623.72	100%	\$7,706.20	0%	\$0.00
G	Respread Topsoil	230	CY	\$14.14	\$3,252.20	70%	\$2,275.88	30%	\$976.32	100%	\$3,252.20	0%	\$0.00

SAWMILL COURT

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
H	Island Respread Topsoil	130	CY	\$23.56	\$3,062.80	100%	\$3,062.80	0%	\$0.00	100%	\$3,062.80	0%	\$0.00
SUBTOTAL SECTION 3					\$149,373.51		\$143,565.57		\$5,807.94		\$149,373.51		\$0.00
4	<u>SANITARY SEWER</u>												
A	Traffic Control	1	LS	\$8,015.04	\$8,015.04	100%	\$8,015.04	0%	\$0.00	100%	\$8,015.04	0%	\$0.00
B	Clearing/Grubbing	1	LS	\$5,686.56	\$5,686.56	100%	\$5,686.56	0%	\$0.00	100%	\$5,686.56	0%	\$0.00
C	Fence Removal	140	LF	\$5.81	\$813.40	100%	\$813.40	0%	\$0.00	100%	\$813.40	0%	\$0.00
D	Tie-ins	1	EA	\$5,118.89	\$5,118.89	100%	\$5,118.89	0%	\$0.00	100%	\$5,118.89	0%	\$0.00
E	6" SDR35	580	LF	\$28.26	\$16,390.80	100%	\$16,390.80	0%	\$0.00	100%	\$16,390.80	0%	\$0.00
F	8" SDR35	1173	LF	\$39.37	\$46,181.01	100%	\$46,181.01	0%	\$0.00	100%	\$46,181.01	0%	\$0.00
G	Lateral Connections	20	EA	\$406.17	\$8,123.40	100%	\$8,123.40	0%	\$0.00	100%	\$8,123.40	0%	\$0.00
H	Clean Outs -6"	20	EA	\$536.20	\$10,724.00	100%	\$10,724.00	0%	\$0.00	100%	\$10,724.00	0%	\$0.00
I	Stone Envelope (#57)	662	TN	\$21.89	\$14,491.18	100%	\$14,491.18	0%	\$0.00	100%	\$14,491.18	0%	\$0.00
J	Stone Backfill (2A)	45	TN	\$17.68	\$795.60	100%	\$795.60	0%	\$0.00	100%	\$795.60	0%	\$0.00
K	Trench Spoils to Onsite Fills	450	CY	\$6.42	\$2,889.00	100%	\$2,889.00	0%	\$0.00	100%	\$2,889.00	0%	\$0.00
L	Sanitary Manhole	13	EA	\$4,059.12	\$52,768.56	100%	\$52,768.56	0%	\$0.00	100%	\$52,768.56	0%	\$0.00
M	Manhole Adjustment	13	EA	\$549.98	\$7,149.74	0%	\$0.00	100%	\$7,149.74	100%	\$7,149.74	0%	\$0.00
N	Tunnel Under Utilities	2	EA	\$4,053.34	\$8,106.68	100%	\$8,106.68	0%	\$0.00	100%	\$8,106.68	0%	\$0.00
O	Testing	1753	LF	\$1.14	\$1,998.42	0%	\$0.00	100%	\$1,998.42	100%	\$1,998.42	0%	\$0.00
SUBTOTAL SECTION 4					\$189,252.28		\$180,104.12		\$9,148.16		\$189,252.28		\$0.00
5	<u>STORM SEWER</u>												
A	Tie-ins	2	EA	\$5,455.56	\$10,911.12	100%	\$10,911.12	0%	\$0.00	100%	\$10,911.12	0%	\$0.00
B	15" HDPE	476	LF	\$32.46	\$15,450.96	100%	\$15,450.96	0%	\$0.00	100%	\$15,450.96	0%	\$0.00
C	18" HDPE	127	LF	\$37.56	\$4,770.12	100%	\$4,770.12	0%	\$0.00	100%	\$4,770.12	0%	\$0.00
D	24" HDPE	553	LF	\$46.24	\$25,570.72	100%	\$25,570.72	0%	\$0.00	100%	\$25,570.72	0%	\$0.00
E	36" HDPE	12	LF	\$93.75	\$1,125.00	100%	\$1,125.00	0%	\$0.00	100%	\$1,125.00	0%	\$0.00
F	Stone Envelope (#57)	1284	TN	\$21.89	\$28,106.76	100%	\$28,106.76	0%	\$0.00	100%	\$28,106.76	0%	\$0.00
G	Stone Backfill for Combo Drain (#57)	66	TN	\$21.89	\$1,444.74	100%	\$1,444.74	0%	\$0.00	100%	\$1,444.74	0%	\$0.00
H	Trench Spoils to Onsite Fill	820	CY	\$6.42	\$5,264.40	100%	\$5,264.40	0%	\$0.00	100%	\$5,264.40	0%	\$0.00
I	4' Type C Inlet	8	EA	\$2,628.10	\$21,024.80	100%	\$21,024.80	0%	\$0.00	100%	\$21,024.80	0%	\$0.00
J	4' Type M Inlet	9	EA	\$2,839.32	\$25,553.88	100%	\$25,553.88	0%	\$0.00	100%	\$25,553.88	0%	\$0.00
K	Inlet Bottoms	17	EA	\$250.44	\$4,257.48	35%	\$1,502.64	0%	\$0.00	35%	\$1,502.64	65%	\$2,754.84
L	Inlet Grade Adjustment	17	EA	\$549.98	\$9,349.66	100%	\$9,349.66	0%	\$0.00	100%	\$9,349.66	0%	\$0.00
M	Storm Manhole	3	EA	\$5,673.33	\$17,019.99	100%	\$17,019.99	0%	\$0.00	100%	\$17,019.99	0%	\$0.00
N	MH Bottoms	3	EA	\$250.44	\$751.32	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$751.32
O	Manhole Grade Adjustment	3	EA	\$549.98	\$1,649.94	100%	\$1,649.94	0%	\$0.00	100%	\$1,649.94	0%	\$0.00
P	Outlet Structure	3	EA	\$4,475.35	\$13,426.05	100%	\$13,426.05	0%	\$0.00	100%	\$13,426.05	0%	\$0.00
Q	BMP 1	1	LS	\$238,779.53	\$238,779.53	100%	\$238,779.53	0%	\$0.00	100%	\$238,779.53	0%	\$0.00
R	BMP 2	1	LS	\$124,596.15	\$124,596.15	100%	\$124,596.15	0%	\$0.00	100%	\$124,596.15	0%	\$0.00
S	BMP 3	1	LS	\$79,701.10	\$79,701.10	100%	\$79,701.10	0%	\$0.00	100%	\$79,701.10	0%	\$0.00
T	6" Underdrain with #57 Fabric	227	LF	\$26.84	\$6,092.68	100%	\$6,092.68	0%	\$0.00	100%	\$6,092.68	0%	\$0.00

SAWMILL COURT

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
SUBTOTAL SECTION 5					\$634,846.40		\$631,340.24		\$0.00		\$631,340.24		\$3,506.16
6	CONCRETE WORK												
A	Curb Excavation/Backfill	1630	LF	\$9.25	\$15,077.50	100%	\$15,077.50	0%	\$0.00	100%	\$15,077.50	0%	\$0.00
B	Concrete curb - 18"	1630	LF	\$20.50	\$33,415.00	100%	\$33,415.00	0%	\$0.00	100%	\$33,415.00	0%	\$0.00
C	Sidewalk Excavation	5875	SF	\$1.73	\$10,163.75	100%	\$10,163.75	0%	\$0.00	100%	\$10,163.75	0%	\$0.00
D	Sidewalk, 4" with Stone	5875	SF	\$6.50	\$38,187.50	0%	\$38,187.50	0%	\$0.00	100%	\$38,187.50	0%	\$0.00
E	ADA Ramp	4	EA	\$3,500.00	\$14,000.00	100%	\$14,000.00	0%	\$0.00	100%	\$14,000.00	0%	\$0.00
SUBTOTAL SECTION 7					\$110,843.75		\$110,843.75		\$0.00		\$110,843.75		\$0.00
7	STONE/PAVING												
A	Fine Grade for Paving	2123	SY	\$1.11	\$2,356.53	100%	\$2,356.53	0%	\$0.00	100%	\$2,356.53	0%	\$0.00
B	2A Modified Subbase - 8"	2123	SY	\$12.00	\$25,476.00	100%	\$25,476.00	0%	\$0.00	100%	\$25,476.00	0%	\$0.00
C	19mm 2"	2123	SY	\$13.00	\$27,599.00	100%	\$27,599.00	0%	\$0.00	100%	\$27,599.00	0%	\$0.00
D	Sweep and Tack	2123	SY	\$0.62	\$1,316.26	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,316.26
E	9.5mm 1-1/2"	2123	SY	\$10.50	\$22,291.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$22,291.50
F	Curb Seal	1640	LF	\$1.48	\$2,427.20	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,427.20
G	Pavement Markings - Onsite	1	LS	\$2,024.57	\$2,024.57	100%	\$2,024.57	0%	\$0.00	100%	\$2,024.57	0%	\$0.00
H	Signs	1	LS	\$468.00	\$468.00	100%	\$468.00	0%	\$0.00	100%	\$468.00	0%	\$0.00
SUBTOTAL SECTION 8					\$83,959.06		\$57,924.10		\$0.00		\$57,924.10		\$26,034.96
8	STONE/PAVING - WIDENING												
A	Fine Grade for Paving	475	SY	\$2.57	\$1,220.75	100%	\$1,220.75	0%	\$0.00	100%	\$1,220.75	0%	\$0.00
B	2A Modified Subbase - 8"	475	SY	\$12.00	\$5,700.00	100%	\$5,700.00	0%	\$0.00	100%	\$5,700.00	0%	\$0.00
D	19mm 2"	475	SY	\$13.00	\$6,175.00	100%	\$6,175.00	0%	\$0.00	100%	\$6,175.00	0%	\$0.00
E	Sweep and Tack	475	SY	\$0.59	\$280.25	100%	\$280.25	0%	\$0.00	100%	\$280.25	0%	\$0.00
F	9.5mm 1-1/2"	475	SY	\$10.50	\$4,987.50	100%	\$4,987.50	0%	\$0.00	100%	\$4,987.50	0%	\$0.00
G	Pavement Markings - Offsite	1	LS	\$1,144.00	\$1,144.00	100%	\$1,144.00	0%	\$0.00	100%	\$1,144.00	0%	\$0.00
SUBTOTAL SECTION 9					\$19,507.50		\$19,507.50		\$0.00		\$19,507.50		\$0.00
9	LANDSCAPING												
A	Regal Prince Oak 3.5" cal	30	EA	\$585.00	\$17,550.00	100%	\$17,550.00	0%	\$0.00	100%	\$17,550.00	0%	\$0.00
A	Northern Red Oak 1.5" cal	11	EA	\$225.00	\$2,475.00	100%	\$2,475.00	0%	\$0.00	100%	\$2,475.00	0%	\$0.00
A	Tulip Poplar 1.5" cal	7	EA	\$225.00	\$1,575.00	100%	\$1,575.00	0%	\$0.00	100%	\$1,575.00	0%	\$0.00
A	Wolf Eyes Japanese Dogwood 2.5-3" cal	10	EA	\$450.00	\$4,500.00	100%	\$4,500.00	0%	\$0.00	100%	\$4,500.00	0%	\$0.00
A	Okame Cherry 2.5-3" cal	10	EA	\$425.00	\$4,250.00	100%	\$4,250.00	0%	\$0.00	100%	\$4,250.00	0%	\$0.00
A	Eastern Red Cedar 8-10'	11	EA	\$395.00	\$4,345.00	100%	\$4,345.00	0%	\$0.00	100%	\$4,345.00	0%	\$0.00
A	Serbian Spruce 8-10'	5	EA	\$410.00	\$2,050.00	100%	\$2,050.00	0%	\$0.00	100%	\$2,050.00	0%	\$0.00
A	Northern White Pine 8-10'	10	EA	\$395.00	\$3,950.00	100%	\$3,950.00	0%	\$0.00	100%	\$3,950.00	0%	\$0.00
A	Mount Airy Large Forthergilla 30"	44	EA	\$85.00	\$3,740.00	100%	\$3,740.00	0%	\$0.00	100%	\$3,740.00	0%	\$0.00
A	Winterthur Viburnum 30"	65	EA	\$85.00	\$5,525.00	100%	\$5,525.00	0%	\$0.00	100%	\$5,525.00	0%	\$0.00
A	Prostrate Japanese Plum Yew 36"	33	EA	\$85.00	\$2,805.00	100%	\$2,805.00	0%	\$0.00	100%	\$2,805.00	0%	\$0.00
A	Leatherleaf Viburnum 36"	75	EA	\$85.00	\$6,375.00	100%	\$6,375.00	0%	\$0.00	100%	\$6,375.00	0%	\$0.00
A	Winter Red Winterberry 36"	58	EA	\$85.00	\$4,930.00	100%	\$4,930.00	0%	\$0.00	100%	\$4,930.00	0%	\$0.00
A	East Hop Hornbeam 2.5-3" cal	49	EA	\$410.00	\$20,090.00	100%	\$20,090.00	0%	\$0.00	100%	\$20,090.00	0%	\$0.00

Construction Escrow - Sawmill Court
 Westtown Township
 JOB NUMBER: WTT-20-414

CEDARVILLE ENGINEERING GROUP, LLC
 159 E. HIGH STREET, SUITE 500
 POTTSTOWN, PA 19464

RELEASE NO.: **6**

DATE: November 20, 2024
 Revised:

SAWMILL COURT

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
A	Magnolia sieboldii	28	EA	\$525.00	\$14,700.00	100%	\$14,700.00	0%	\$0.00	100%	\$14,700.00	0%	\$0.00
B	Eastern Redbud 2.5-3" cal	43	EA	\$410.00	\$17,630.00	100%	\$17,630.00	0%	\$0.00	100%	\$17,630.00	0%	\$0.00
SUBTOTAL SECTION 10					\$116,490.00		\$116,490.00		\$0.00		\$116,490.00		\$0.00
10	<u>PROJECT SURVEY</u>												
A	Survey	1	LS	\$23,938.20	\$23,938.20	62%	\$14,787.64	0%	\$9,150.56	100%	\$23,938.20	0%	\$0.00
B	Monuments	1	LS	\$5,400.00	\$5,400.00	0%	\$0.00	100%	\$5,400.00	100%	\$5,400.00	0%	\$0.00
C	Lot Pins	1	LS	\$4,000.00	\$4,000.00	0%	\$0.00	100%	\$4,000.00	100%	\$4,000.00	0%	\$0.00
D	Asbuilt	1	LS	\$8,000.00	\$8,000.00	0%	\$0.00	100%	\$8,000.00	100%	\$8,000.00	0%	\$0.00
E	Construction Stakeout	1	LS	\$22,000.00	\$22,000.00	80%	\$17,600.00	0%	\$4,400.00	100%	\$22,000.00	0%	\$0.00
SUBTOTAL SECTION 11					\$63,338.20		\$32,387.64		\$30,950.56		\$63,338.20		\$0.00
11	<u>SUPERVISION/MOBILIZATION</u>												
A	Mobilization	1	LS	\$75,884.00	\$75,884.00	95%	\$71,942.00	5%	\$3,942.00	100%	\$75,884.00	0%	\$0.00
B	Project Management	1	LS	\$75,884.00	\$55,000.00	96%	\$53,000.00	4%	\$2,000.00	100%	\$55,000.00	0%	\$0.00
SUBTOTAL SECTION 12					\$130,884.00		\$124,942.00		\$5,942.00		\$130,884.00		\$0.00

SUBTOTAL ITEMS 1. THRU 8	\$1,751,294.98	94%	\$1,652,471.11	3%	\$54,698.36	97%	\$1,707,169.47	3%	\$44,125.51
10 % CONTINGENCY COST	\$175,129.50	0%		100%	\$175,129.50	100%	\$175,129.50	0%	\$0.00
5% ENGINEERING INSPECTION COST	\$87,564.75	91%	\$80,000.00	9%	\$7,564.75	100%	\$87,564.75	0%	\$0.00

TOTAL CONSTRUCTION COST **\$2,013,989.23** **\$1,732,471.11** **\$237,392.61** **\$1,969,863.72** **\$44,125.51**

CURRENT ESTIMATE **\$1,732,471.11** **\$237,392.61** **\$1,969,863.72** **\$44,125.51**

BY: **CEDARVILLE Engineering Group, LLC**

COMPLETED TO DATE \$1,969,863.72
 PREVIOUS RELEASES \$1,732,471.11
 RELEASE **\$237,392.61**

RECOMMENDED FOR RELEASE: _____
CEDARVILLE Engineering Group, LLC

DATE



November 27, 2024

Mila Carter, Township Manager & Director of Planning and Zoning
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

RE: Sawmill Court
Escrow Release #6
Westtown Township
WTT-20-414

Dear Ms. Carter,

Cedarville Engineering Group, LLC is in receipt of an escrow release request from Megill Homes, Inc., of the referenced site, Sawmill Court. The following has been submitted for review:

- Escrow Release request spreadsheet prepared by Huntrise Builders, LLC, dated November 20, 2024, requesting a release in the amount of \$237,392.61.
- Letter from Inland Design regarding the As-built plan and the finalization of the concrete monuments and iron pins being surveyed on October 29, 2024.
- As-built plans from InLand Design, LLC. consisting of five (5) sheets, 1, 2, 3, 4, & 5, dated November 8, 2024, revised November 25, 2024.

Based upon ongoing inspections of the site, CEG recommends Westtown Township release the amount of **\$224,727.82** for improvements only, based on the executed Financial Security Agreement. The signed Construction Escrow Spreadsheet has been enclosed, with a summary of recommended releases referenced below:

1. Item 1.N - Rake, Seed, and Mulch: A release of \$0.00 is recommended, representing 0% of the amount of release requested by the Developer and 23% of the total amount held in escrow. The remaining amount is withheld due to grading restoration and potential drainage adjustments on site and along the proposed path.
2. Item 1.O - Street Sweeping: A release of \$895.70 is recommended, representing 100% of the amount of release requested by the Developer and 13% of the total amount originally held in escrow.
3. Item 1.P - Dust Control: A release of \$954.00 is recommended, representing 100% of the amount of release requested by the Developer and 32% of the total amount originally held in escrow.



Cedarville Engineering Group, LLC

159 E High St., Suite 500, Pottstown, PA 19464 | P: (610) 705-4500 CedarvilleEng.com

4. Item 3.A – Traffic Control: A release of \$1,707.90 is recommended, representing 100% of the amount requested by the Developer and 28% of the total amount originally held in escrow.
5. Item 3.E – Rough Grade: A release of \$0.00 is recommended, representing 0% of the amount requested by the Developer and 12% of the total amount originally held in escrow. The remaining amount is withheld due to grading restoration and potential drainage adjustments on site and along the proposed path.
6. Item 3.F – Fine Grade Building Lots: A release of \$0.00 is recommended, representing 0% of the amount requested by the Developer and 21% of the total amount originally held in escrow. The remaining amount is withheld due to grading restoration and potential drainage adjustments on site.
7. Item 3.G – Respread Topsoil: A release of \$0.00 is recommended, representing 0% of the amount requested by the Developer and 30% of the total amount originally held in escrow. The remaining amount is withheld due to grading restoration and potential drainage adjustments on site and along the proposed path.
8. Item 4.M – Manhole Adjustments: A release of \$7,149.74 is recommended, representing 100% of the amount requested by the Developer and 100% of the total amount originally held in escrow. Correspondence with Mark Yoder of Carroll Engineering on November 26, 2024, indicates this item is complete.
9. Item 4.O – Testing: A release of \$1,998.42 is recommended, representing 100% of the amount requested by the Developer and 100% of the total amount originally held in escrow. Correspondence with Mark Yoder of Carroll Engineering on November 26, 2024, indicates this item is complete.
10. Item 10.A – Survey: A release of \$9,150.56 is recommended, representing 100% of the amount requested by the Developer and 38% of the total amount originally held in escrow.
11. Item 10.B – Monuments: A release of \$5,400.00 is recommended, representing 100% of the amount requested by the Developer and 100% of the total amount originally held in escrow.
12. Item 10.C – Lot Pins: A release of \$4,000.00 is recommended, representing 100% of the amount requested by the Developer and 100% of the total amount originally held in escrow.
13. Item 10.D – As-Built: A release of \$8,000.00 is recommended, representing 100% of the amount requested by the Developer and 100% of the total amount originally held in escrow.
14. Item 10.E – Construction Stakeout: A release of \$4,400.00 is recommended, representing 100% of the amount requested by the Developer and 20% of the total amount originally held in escrow.
15. Item 11.A – Mobilization: A release of \$3,942.00 is recommended, which represents 100% of the amount requested by the Developer and 5% of the total amount originally held in escrow.
16. Item 11.B – Project Management: A release of \$2,000.00 is recommended, which represents 100% of the amount requested by the Developer and 4% of the total amount originally held in escrow.



- 17. 10% Contingency Cost: A release of \$169,875.61 is recommended, representing 97% of the amount requested by the Developer and 97% of the total amount originally held in escrow.
- 18. 5% Engineering Inspection Cost: A release of \$5,253.88 is recommended, representing 67% of the amount requested by the Developer and 6% of the total amount originally held in escrow.

Initial Escrow	\$2,013,989.23
Previous Escrow Releases	\$1,732,471.11
Escrow Release Recommended	\$224,727.82
<hr/>	
Remaining Escrow Balance	\$56,790.30

Please feel free to contact me with any questions.

Best Regards,
Cedarville Engineering Group, LLC

Robert E. Flinchbaugh, P.E.
Municipal Team Lead

Enclosures

cc: Wayne Megill, President - Megill Homes, Inc. wmegill@megillhomes.com
Cindi King, Westtown Township Director of Finance cking@westtown.org
Elora Das, Cedarville Engineering Group edas@cedarvilleeng.com
Joel Comanda, P.E., InLand Design, LLC, Engineer Joel@InLandDesign.net
Mark Yoder, Carroll Engineering MYoder@carrollengineering.com

SAWMILL COURT

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	<u>EROSION CONTROL</u>												
A	Tire Cleaner	113	TN	\$25.83	\$2,918.79	80%	\$2,334.40	0%	\$0.00	80%	\$2,334.40	20%	\$584.39
B	Tree Protection Fence	2086	LF	\$5.00	\$10,430.00	100%	\$10,430.00	0%	\$0.00	100%	\$10,430.00	0%	\$0.00
C	18" Silt Fence	0	LF	\$2.25	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
D	Silt Sox - 12" (along NE property line)	736	LF	\$7.00	\$5,152.00	100%	\$5,152.00	0%	\$0.00	100%	\$5,152.00	0%	\$0.00
E	Silt Sox - 12"	1015	LF	\$7.00	\$7,105.00	100%	\$7,105.00	0%	\$0.00	100%	\$7,105.00	0%	\$0.00
F	Silt Sox - 18"	845	LF	\$9.00	\$7,605.00	100%	\$7,605.00	0%	\$0.00	100%	\$7,605.00	0%	\$0.00
G	Silt Sox - 24"	237	LF	\$11.00	\$2,607.00	100%	\$2,607.00	0%	\$0.00	100%	\$2,607.00	0%	\$0.00
H	Sediment Trap 1	309	LF	\$35.39	\$10,935.51	100%	\$10,935.51	0%	\$0.00	100%	\$10,935.51	0%	\$0.00
I	Sediment Trap 2	240	LF	\$35.40	\$8,496.00	100%	\$8,496.00	0%	\$0.00	100%	\$8,496.00	0%	\$0.00
J	Concrete Washout	1	EA	\$1,400.00	\$1,400.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,400.00
K	Inlet Filters	17	EA	\$300.00	\$5,100.00	90%	\$4,590.00	0%	\$0.00	90%	\$4,590.00	10%	\$510.00
L	Erosion Control Matting - SC 150	29000	SF	\$0.35	\$10,150.00	60%	\$6,060.00	0%	\$0.00	60%	\$6,060.00	40%	\$4,090.00
M	Temporary Seeding	25000	SF	\$0.04	\$10,000.00	20%	\$2,000.00	0%	\$0.00	20%	\$2,000.00	80%	\$8,000.00
N	Rake, Seed, and Mulch	40000	SF	\$0.11	\$4,400.00	77%	\$3,400.00	0%	\$0.00	77%	\$3,400.00	23%	\$1,000.00
O	Street Sweeping	10	EA	\$689.57	\$6,895.70	87%	\$6,000.00	13%	\$895.70	100%	\$6,895.70	0%	\$0.00
P	Dust Control	7	DA	\$422.00	\$2,954.00	68%	\$2,000.00	32%	\$954.00	100%	\$2,954.00	0%	\$0.00
	SUBTOTAL SECTION 1				\$96,149.00		\$78,714.91		\$1,849.70		\$80,564.61		\$15,584.39
2	<u>REMOVAL/CLEARING/DEMOLITION</u>												
A	Clearing/Grubbing	1	LS	\$29,763.36	\$29,763.36	100%	\$29,763.36	0%	\$0.00	100%	\$29,763.36	0%	\$0.00
B	Demolition	1	LS	\$71,868.00	\$71,868.00	100%	\$71,868.00	0%	\$0.00	100%	\$71,868.00	0%	\$0.00
C	Retaining Wall Removal	160	LF	\$24.64	\$3,942.40	100%	\$3,942.40	0%	\$0.00	100%	\$3,942.40	0%	\$0.00
D	RR Tie Wall Removal	350	LF	\$27.09	\$9,481.50	100%	\$9,481.50	0%	\$0.00	100%	\$9,481.50	0%	\$0.00
E	Fence Removal	215	LF	\$4.51	\$969.65	100%	\$969.65	0%	\$0.00	100%	\$969.65	0%	\$0.00
F	Blacktop Removal	2622	SY	\$2.72	\$7,131.84	100%	\$7,131.84	0%	\$0.00	100%	\$7,131.84	0%	\$0.00
G	Concrete Removal	85	CY	\$243.83	\$20,725.55	100%	\$20,725.55	0%	\$0.00	100%	\$20,725.55	0%	\$0.00
H	Inlet Removal	4	EA	\$1,211.96	\$4,847.84	100%	\$4,847.84	0%	\$0.00	100%	\$4,847.84	0%	\$0.00
I	Pipe Removal - 18" HDPE	222	LF	\$22.87	\$5,077.14	100%	\$5,077.14	0%	\$0.00	100%	\$5,077.14	0%	\$0.00
J	Sawcutting	600	LF	\$4.74	\$2,844.00	100%	\$2,844.00	0%	\$0.00	100%	\$2,844.00	0%	\$0.00
	SUBTOTAL SECTION 2				\$156,651.28		\$156,651.28		\$0.00		\$156,651.28		\$0.00
3	<u>EXCAVATION</u>												
A	Traffic Control	1	LS	\$6,011.28	\$6,011.28	72%	\$4,303.38	28%	\$1,707.90	100%	\$6,011.28	0%	\$0.00
B	Strip Topsoil, 6" Depth	4332	CY	\$3.84	\$16,634.88	100%	\$16,634.88	0%	\$0.00	100%	\$16,634.88	0%	\$0.00
C	Site Cut/Fill	20559	CY	\$4.41	\$90,665.19	100%	\$90,665.19	0%	\$0.00	100%	\$90,665.19	0%	\$0.00
D	Road Widening	1	LS	\$9,540.96	\$9,540.96	100%	\$9,540.96	0%	\$0.00	100%	\$9,540.96	0%	\$0.00
E	Rough Grade	250000	SF	\$0.05	\$12,500.00	88%	\$11,000.00	0%	\$0.00	88%	\$11,000.00	12%	\$1,500.00
F	Fine Grade Building Lots	20	EA	\$385.31	\$7,706.20	79%	\$6,082.48	0%	\$0.00	79%	\$6,082.48	21%	\$1,623.72
G	Respread Topsoil	230	CY	\$14.14	\$3,252.20	70%	\$2,275.88	0%	\$0.00	70%	\$2,275.88	30%	\$976.32
H	Island Respread Topsoil	130	CY	\$23.56	\$3,062.80	100%	\$3,062.80	0%	\$0.00	100%	\$3,062.80	0%	\$0.00
	SUBTOTAL SECTION 3				\$149,373.51		\$143,565.57		\$1,707.90		\$145,273.47		\$4,100.04
4	<u>SANITARY SEWER</u>												
A	Traffic Control	1	LS	\$8,015.04	\$8,015.04	100%	\$8,015.04	0%	\$0.00	100%	\$8,015.04	0%	\$0.00
B	Clearing/Grubbing	1	LS	\$5,686.56	\$5,686.56	100%	\$5,686.56	0%	\$0.00	100%	\$5,686.56	0%	\$0.00
C	Fence Removal	140	LF	\$5.81	\$813.40	100%	\$813.40	0%	\$0.00	100%	\$813.40	0%	\$0.00
D	Tie-ins	1	EA	\$5,118.89	\$5,118.89	100%	\$5,118.89	0%	\$0.00	100%	\$5,118.89	0%	\$0.00
E	6" SDR35	580	LF	\$28.26	\$16,390.80	100%	\$16,390.80	0%	\$0.00	100%	\$16,390.80	0%	\$0.00
F	8" SDR35	1173	LF	\$39.37	\$46,181.01	100%	\$46,181.01	0%	\$0.00	100%	\$46,181.01	0%	\$0.00
G	Lateral Connections	20	EA	\$406.17	\$8,123.40	100%	\$8,123.40	0%	\$0.00	100%	\$8,123.40	0%	\$0.00
H	Clean Outs -6"	20	EA	\$536.20	\$10,724.00	100%	\$10,724.00	0%	\$0.00	100%	\$10,724.00	0%	\$0.00
I	Stone Envelope (#57)	662	TN	\$21.89	\$14,491.18	100%	\$14,491.18	0%	\$0.00	100%	\$14,491.18	0%	\$0.00
J	Stone Backfill (2A)	45	TN	\$17.68	\$795.60	100%	\$795.60	0%	\$0.00	100%	\$795.60	0%	\$0.00
K	Trench Spoils to Onsite Fills	450	CY	\$6.42	\$2,889.00	100%	\$2,889.00	0%	\$0.00	100%	\$2,889.00	0%	\$0.00
L	Sanitary Manhole	13	EA	\$4,059.12	\$52,768.56	100%	\$52,768.56	0%	\$0.00	100%	\$52,768.56	0%	\$0.00

SAWMILL COURT

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
M	Manhole Adjustment	13	EA	\$549.98	\$7,149.74	0%	\$0.00	100%	\$7,149.74	100%	\$7,149.74	0%	\$0.00
N	Tunnel Under Utilities	2	EA	\$4,053.34	\$8,106.68	100%	\$8,106.68	0%	\$0.00	100%	\$8,106.68	0%	\$0.00
O	Testing	1753	LF	\$1.14	\$1,998.42	0%	\$0.00	100%	\$1,998.42	100%	\$1,998.42	0%	\$0.00
SUBTOTAL SECTION 4					\$189,252.28		\$180,104.12		\$9,148.16		\$189,252.28		\$0.00
5	STORM SEWER												
A	Tie-ins	2	EA	\$5,455.56	\$10,911.12	100%	\$10,911.12	0%	\$0.00	100%	\$10,911.12	0%	\$0.00
B	15" HDPE	476	LF	\$32.46	\$15,450.96	100%	\$15,450.96	0%	\$0.00	100%	\$15,450.96	0%	\$0.00
C	18" HDPE	127	LF	\$37.56	\$4,770.12	100%	\$4,770.12	0%	\$0.00	100%	\$4,770.12	0%	\$0.00
D	24" HDPE	553	LF	\$46.24	\$25,570.72	100%	\$25,570.72	0%	\$0.00	100%	\$25,570.72	0%	\$0.00
E	36" HDPE	12	LF	\$93.75	\$1,125.00	100%	\$1,125.00	0%	\$0.00	100%	\$1,125.00	0%	\$0.00
F	Stone Envelope (#57)	1284	TN	\$21.89	\$28,106.76	100%	\$28,106.76	0%	\$0.00	100%	\$28,106.76	0%	\$0.00
G	Stone Backfill for Combo Drain (#57)	66	TN	\$21.89	\$1,444.74	100%	\$1,444.74	0%	\$0.00	100%	\$1,444.74	0%	\$0.00
H	Trench Spoils to Onsite Fill	820	CY	\$6.42	\$5,264.40	100%	\$5,264.40	0%	\$0.00	100%	\$5,264.40	0%	\$0.00
I	4' Type C Inlet	8	EA	\$2,628.10	\$21,024.80	100%	\$21,024.80	0%	\$0.00	100%	\$21,024.80	0%	\$0.00
J	4' Type M Inlet	9	EA	\$2,839.32	\$25,553.88	100%	\$25,553.88	0%	\$0.00	100%	\$25,553.88	0%	\$0.00
K	Inlet Bottoms	17	EA	\$250.44	\$4,257.64	35%	\$1,502.64	0%	\$0.00	35%	\$1,502.64	65%	\$2,754.84
L	Inlet Grade Adjustment	17	EA	\$549.98	\$9,349.66	100%	\$9,349.66	0%	\$0.00	100%	\$9,349.66	0%	\$0.00
M	Storm Manhole	3	EA	\$5,673.33	\$17,019.99	100%	\$17,019.99	0%	\$0.00	100%	\$17,019.99	0%	\$0.00
N	MH Bottoms	3	EA	\$250.44	\$751.32	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$751.32
O	Manhole Grade Adjustment	3	EA	\$549.98	\$1,649.94	100%	\$1,649.94	0%	\$0.00	100%	\$1,649.94	0%	\$0.00
P	Outlet Structure	3	EA	\$4,475.35	\$13,426.05	100%	\$13,426.05	0%	\$0.00	100%	\$13,426.05	0%	\$0.00
Q	BMP 1	1	LS	\$238,779.53	\$238,779.53	0%	\$238,779.53	0%	\$0.00	100%	\$238,779.53	0%	\$0.00
R	BMP 2	1	LS	\$124,596.15	\$124,596.15	100%	\$124,596.15	0%	\$0.00	100%	\$124,596.15	0%	\$0.00
S	BMP 3	1	LS	\$79,701.10	\$79,701.10	100%	\$79,701.10	0%	\$0.00	100%	\$79,701.10	0%	\$0.00
T	6" Underdrain with #57 Fabric	227	LF	\$26.84	\$6,092.68	100%	\$6,092.68	0%	\$0.00	100%	\$6,092.68	0%	\$0.00
SUBTOTAL SECTION 5					\$634,846.40		\$631,340.24		\$0.00		\$631,340.24		\$3,506.16
6	CONCRETE WORK												
A	Curb Excavation/Backfill	1630	LF	\$9.25	\$15,077.50	100%	\$15,077.50	0%	\$0.00	100%	\$15,077.50	0%	\$0.00
B	Concrete curb - 18"	1630	LF	\$20.50	\$33,415.00	100%	\$33,415.00	0%	\$0.00	100%	\$33,415.00	0%	\$0.00
C	Sidewalk Excavation	5875	SF	\$1.73	\$10,163.75	100%	\$10,163.75	0%	\$0.00	100%	\$10,163.75	0%	\$0.00
D	Sidewalk, 4" with Stone	5875	SF	\$6.50	\$38,187.50	100%	\$38,187.50	0%	\$0.00	100%	\$38,187.50	0%	\$0.00
E	ADA Ramp	4	EA	\$3,500.00	\$14,000.00	100%	\$14,000.00	0%	\$0.00	100%	\$14,000.00	0%	\$0.00
SUBTOTAL SECTION 7					\$110,843.75		\$110,843.75		\$0.00		\$110,843.75		\$0.00
7	STONE/PAVING												
A	Fine Grade for Paving	2123	SY	\$1.11	\$2,356.53	100%	\$2,356.53	0%	\$0.00	100%	\$2,356.53	0%	\$0.00
B	2A Modified Subbase - 8"	2123	SY	\$12.00	\$25,476.00	100%	\$25,476.00	0%	\$0.00	100%	\$25,476.00	0%	\$0.00
C	19mm 2"	2123	SY	\$13.00	\$27,599.00	100%	\$27,599.00	0%	\$0.00	100%	\$27,599.00	0%	\$0.00
D	Sweep and Tack	2123	SY	\$0.62	\$1,316.26	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,316.26
E	9.5mm 1-1/2"	2123	SY	\$10.50	\$22,291.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$22,291.50
F	Curb Seal	1640	LF	\$1.48	\$2,427.20	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,427.20
G	Pavement Markings - Onsite	1	LS	\$2,024.57	\$2,024.57	100%	\$2,024.57	0%	\$0.00	100%	\$2,024.57	0%	\$0.00
H	Signs	1	LS	\$468.00	\$468.00	100%	\$468.00	0%	\$0.00	100%	\$468.00	0%	\$0.00
SUBTOTAL SECTION 8					\$83,959.06		\$57,924.10		\$0.00		\$57,924.10		\$26,034.96
8	STONE/PAVING - WIDENING												
A	Fine Grade for Paving	475	SY	\$2.57	\$1,220.75	100%	\$1,220.75	0%	\$0.00	100%	\$1,220.75	0%	\$0.00
B	2A Modified Subbase - 8"	475	SY	\$12.00	\$5,700.00	100%	\$5,700.00	0%	\$0.00	100%	\$5,700.00	0%	\$0.00
D	19mm 2"	475	SY	\$13.00	\$6,175.00	100%	\$6,175.00	0%	\$0.00	100%	\$6,175.00	0%	\$0.00
E	Sweep and Tack	475	SY	\$0.59	\$280.25	100%	\$280.25	0%	\$0.00	100%	\$280.25	0%	\$0.00
F	9.5mm 1-1/2"	475	SY	\$10.50	\$4,987.50	100%	\$4,987.50	0%	\$0.00	100%	\$4,987.50	0%	\$0.00
G	Pavement Markings - Offsite	1	LS	\$1,144.00	\$1,144.00	100%	\$1,144.00	0%	\$0.00	100%	\$1,144.00	0%	\$0.00
SUBTOTAL SECTION 9					\$19,507.50		\$19,507.50		\$0.00		\$19,507.50		\$0.00
9	LANDSCAPING												
A	Regal Prince Oak 3.5" cal	30	EA	\$585.00	\$17,550.00	100%	\$17,550.00	0%	\$0.00	100%	\$17,550.00	0%	\$0.00
A	Northern Red Oak 1.5" cal	11	EA	\$225.00	\$2,475.00	100%	\$2,475.00	0%	\$0.00	100%	\$2,475.00	0%	\$0.00
A	Tulip Poplar 1.5" cal	7	EA	\$225.00	\$1,575.00	100%	\$1,575.00	0%	\$0.00	100%	\$1,575.00	0%	\$0.00

SAWMILL COURT

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
A	Wolf Eyes Japanese Dogwood 2.5-3" cal	10	EA	\$450.00	\$4,500.00	100%	\$4,500.00	0%	\$0.00	100%	\$4,500.00	0%	\$0.00
A	Okame Cherry 2.5-3" cal	10	EA	\$425.00	\$4,250.00	100%	\$4,250.00	0%	\$0.00	100%	\$4,250.00	0%	\$0.00
A	Eastern Red Cedar 8-10'	11	EA	\$395.00	\$4,345.00	100%	\$4,345.00	0%	\$0.00	100%	\$4,345.00	0%	\$0.00
A	Serbian Spruce 8-10'	5	EA	\$410.00	\$2,050.00	100%	\$2,050.00	0%	\$0.00	100%	\$2,050.00	0%	\$0.00
A	Northern White Pine 8-10'	10	EA	\$395.00	\$3,950.00	100%	\$3,950.00	0%	\$0.00	100%	\$3,950.00	0%	\$0.00
A	Mount Airy Large Forthergilla 30"	44	EA	\$85.00	\$3,740.00	100%	\$3,740.00	0%	\$0.00	100%	\$3,740.00	0%	\$0.00
A	Winterthur Viburnum 30"	65	EA	\$85.00	\$5,525.00	100%	\$5,525.00	0%	\$0.00	100%	\$5,525.00	0%	\$0.00
A	Prostrate Japanese Plum Yew 36"	33	EA	\$85.00	\$2,805.00	100%	\$2,805.00	0%	\$0.00	100%	\$2,805.00	0%	\$0.00
A	Leatherleaf Viburnum 36"	75	EA	\$85.00	\$6,375.00	100%	\$6,375.00	0%	\$0.00	100%	\$6,375.00	0%	\$0.00
A	Winter Red Winterberry 36"	58	EA	\$85.00	\$4,930.00	100%	\$4,930.00	0%	\$0.00	100%	\$4,930.00	0%	\$0.00
A	East Hop Hornbeam 2.5-3" cal	49	EA	\$410.00	\$20,090.00	100%	\$20,090.00	0%	\$0.00	100%	\$20,090.00	0%	\$0.00
A	Magnolia sieboldii	28	EA	\$525.00	\$14,700.00	100%	\$14,700.00	0%	\$0.00	100%	\$14,700.00	0%	\$0.00
B	Eastern Redbud 2.5-3" cal	43	EA	\$410.00	\$17,630.00	100%	\$17,630.00	0%	\$0.00	100%	\$17,630.00	0%	\$0.00
	SUBTOTAL SECTION 10				\$116,490.00		\$116,490.00		\$0.00		\$116,490.00		\$0.00
10	<u>PROJECT SURVEY</u>												
A	Survey	1	LS	\$23,938.20	\$23,938.20	62%	\$14,787.64	38%	\$9,150.56	100%	\$23,938.20	0%	\$0.00
B	Monuments	1	LS	\$5,400.00	\$5,400.00	0%	\$0.00	100%	\$5,400.00	100%	\$5,400.00	0%	\$0.00
C	Lot Pins	1	LS	\$4,000.00	\$4,000.00	0%	\$0.00	100%	\$4,000.00	100%	\$4,000.00	0%	\$0.00
D	Asbuilt	1	LS	\$8,000.00	\$8,000.00	0%	\$0.00	100%	\$8,000.00	100%	\$8,000.00	0%	\$0.00
E	Construction Stakeout	1	LS	\$22,000.00	\$22,000.00	80%	\$17,600.00	20%	\$4,400.00	100%	\$22,000.00	0%	\$0.00
	SUBTOTAL SECTION 11				\$63,338.20		\$32,387.64		\$30,950.56		\$63,338.20		\$0.00
11	<u>SUPERVISION/MOBILIZATION</u>												
A	Mobilization	1	LS	\$75,884.00	\$75,884.00	95%	\$71,942.00	5%	\$3,942.00	100%	\$75,884.00	0%	\$0.00
B	Project Management	1	LS	\$75,884.00	\$55,000.00	96%	\$53,000.00	4%	\$2,000.00	100%	\$55,000.00	0%	\$0.00
	SUBTOTAL SECTION 12				\$130,884.00		\$124,942.00		\$5,942.00		\$130,884.00		\$0.00

SUBTOTAL ITEMS 1. THRU 11	\$1,751,294.98	94%	\$1,652,471.11	3%	\$49,598.32	97%	\$1,702,069.43	3%	\$49,225.55
10 % CONTINGENCY COST	\$175,129.50	0%	\$0.00	97%	\$169,875.61	97%	\$169,875.61	3%	\$5,253.88
5% ENGINEERING INSPECTION COST	\$87,564.75	91%	\$80,000.00	6%	\$5,253.88	97%	\$85,253.88	3%	\$2,310.86
TOTAL CONSTRUCTION COST	\$2,013,989.23		\$1,732,471.11		\$224,727.82		\$1,957,198.928		\$56,790.30
CURRENT ESTIMATE			\$1,732,471.11		\$224,727.82		\$1,957,198.93		\$56,790.30

BY: **CEDARVILLE Engineering Group, LLC**



RECOMMENDED FOR RELEASE: _____
 Cedarville Engineering Group, LLC

11/27/2024
 DATE

COMPLETED TO DATE \$1,957,198.93
 PREVIOUS RELEASES \$1,732,471.11
 RELEASE \$224,727.82



November 21, 2024

Mila Carter, Township Manager & Director of Planning and Zoning
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

RE: Westtown School Athletic Field Lighting
Escrow Release 1
Westtown Township
0236-23-0213

Dear Ms. Carter,

Cedarville Engineering Group is in receipt of an escrow release request from the Developer of the referenced site, Westtown School Athletic Field Lighting.

CEG recommends the Township release the amount of **\$1,161,531.51** from the withheld funds in accordance with the approved Westtown School Athletic Field Lighting Financial Security Agreement following satisfactory completion of the items outlined at the end of this letter. The signed Construction Escrow Spreadsheet has been enclosed, with a summary of recommended releases referenced below.

1. Tree Removal, Incl Stump Removal: The Developer has requested a release of \$6,989.01. A release of \$6,989.01 is recommended, representing the full amount requested by the Owner.
2. Strip and Stockpile Topsoil: The Developer has requested a release of \$21,762.51. A release of \$21,762.51 is recommended, representing 100% of the amount requested by the Owner.
3. Earth Cut (Bulk): The Developer has requested a release of \$142,714.00. A release of \$142,714.00 is recommended, representing 100% of the amount requested by the Owner.

Cedarville Engineering Group, LLC

159 E High St., Suite 500, Pottstown, PA 19464 | P: (610) 705-4500 CedarvilleEng.com





4. Earth Fill (Bulk): The Developer has requested a release of \$141,245.50. A release of \$141,245.50 is recommended, representing 100% of the amount requested by the Owner.
5. Earth Export: The Developer has requested a release of \$2,664.66. A release of \$2,664.66 is recommended, representing 100% of the amount requested by the Owner.
6. Topsoil Placement: The Developer has requested a release of \$10,669.89. A release of \$8,535.91 is recommended, representing 80% of the amount requested by the Owner. Placement of topsoil is not yet complete.
7. Inlet Protection: The Developer has requested a release of \$900.00. A release of \$900.00 is recommended, representing 100% of the amount requested by the Owner.
8. 12" Compost Filter Sock: The Developer has requested a release of \$3,104.00. A release of \$3,104.00 is recommended, representing 100% of the amount requested by the Owner.
9. 18" Compost Filter Sock: The Developer has requested a release of \$15,160.50. A release of \$15,160.50 is recommended, representing 100% of the amount requested by the Owner.
10. 24" Compost Filter Sock: The Developer has requested a release of \$33,462.00. A release of \$33,462.00 is recommended, representing 100% of the amount requested by the Owner.
11. Rock Construction Entrance: The Developer has requested a release of \$10,500.00. A release of \$10,500.00 is recommended, representing 100% of the amount requested by the Owner.
12. Slope Matting: The Developer has requested a release of \$88,350.00. A release of \$70,680.00 is recommended, representing 80% of the amount requested by the Owner. The final grading is incomplete on the north and east sides.
13. Sediment Trap (Temp Riser, Baffle Wall, Trash Rack): The Developer has requested a release of \$15,000.00. A release of \$11,250.00 is recommended, representing 75% of the amount requested by the Owner. Sediment trap to be removed.
14. Sediment Basin (Skimmer/Dewatering Facility, Trash Rack): The Developer has requested a release of \$20,000.00. A release of \$15,000.00 is recommended, representing 75% of the amount requested by the Owner. Sediment basin to be removed.
15. Concrete Washout: The Developer has requested a release of \$1,600.00. A release of \$1,600.00 is recommended, representing 100% of the amount requested by the Owner.
16. Tree Protection Fence: The Developer has requested a release of \$2,090.00. A release of \$2,090.00 is recommended, representing 100% of the amount requested by the Owner.



17. Pumped Water Filter Bag: The Developer has requested a release of \$400.00. A release of \$400.00 is recommended, representing 100% of the amount requested by the Owner.
18. Cobble Curb: The Developer has requested a release of \$52,941.30. A release of \$52,941.30 is recommended, representing 100% of the amount requested by the Owner.
19. Concrete Stairs: The Developer has requested a release of \$17,766.00. A release of \$13,324.50 is recommended, representing 75% of the amount requested by the Owner. Railing yet to be installed.
20. 8" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$12,840.00. A release of \$12,840.00 is recommended, representing 100% of the amount requested by the Owner.
21. 10" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$8,228.00. A release of \$8,228.00 is recommended, representing 100% of the amount requested by the Owner.
22. 12" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$32,640.00. A release of \$32,640.00 is recommended, representing 100% of the amount requested by the Owner.
23. 15" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$43,513.00. A release of \$43,513.00 is recommended, representing 100% of the amount requested by the Owner.
24. 18" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$13,212.75. A release of \$13,212.75 is recommended, representing 100% of the amount requested by the Owner.
25. 24" SL CPP (Incl. Fittings and Connections): The Developer has requested a release of \$2,756.87. A release of \$2,756.87 is recommended, representing 100% of the amount requested by the Owner.
26. Storm Manhole: The Developer has requested a release of \$12,393.00. A release of \$12,393.00 is recommended, representing 100% of the amount requested by the Owner.
27. 12" NYLOPLAST Yard Drain: The Developer has requested a release of \$10,248.00. A release of \$10,248.00 is recommended, representing 100% of the amount requested by the Owner.
28. Type 'M' Inlets: The Developer has requested a release of \$6,000.00. A release of \$6,000.00 is recommended, representing 100% of the amount requested by the Owner.



29. Type 'C' Inlets: The Developer has requested a release of \$24,500.00. A release of \$24,500.00 is recommended, representing 100% of the amount requested by the Owner.
30. Type 'DW' Endwalls: The Developer has requested a release of \$11,376.00. A release of \$11,376.00 is recommended, representing 100% of the amount requested by the Owner.
31. Nyloplast Outlet Control Structure (OCS-2 & OCS-3): The Developer has requested a release of \$8,000.00. A release of \$8,000.00 is recommended, representing 100% of the amount requested by the Owner.
32. Concrete Outlet Control Structure (OCS-1 & OCS-4): The Developer has requested a release of \$10,000.00. A release of \$10,000.00 is recommended, representing 100% of the amount requested by the Owner.
33. Underground Stormwater Systems BMP-2 & 3 (Incl. Excavation, Clean Washed Stone, Distribution Piping, Non Woven Geotextile): The Developer has requested a release of \$250,000.00. A release of \$250,000.00 is recommended, representing 100% of the amount requested by the Owner.
34. Aboveground System BMP-1 (Incl. Excavation, Underdrain, Amended Soils, Anti-seep Collars, Seeding/Plantings, etc.): The Developer has requested a release of \$75,000.00. A release of \$52,500.00 is recommended, representing 70% of the amount requested by the Owner. BMP-1 to be converted once authorized by Chester County Conservation District.
35. Aboveground System BMP-4 (Incl. Excavation, Underdrain, Amended Soils, Anti-seep Collars, Seeding/Plantings, etc.): The Developer has requested a release of \$150,000.00. A release of \$105,000.00 is recommended, representing 70% of the amount requested by the Owner. BMP-4 to be converted once authorized by Chester County Conservation District.
36. Flex-a-Mat Spillway Lining: The Developer has requested a release of \$6,510.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. Flex-a-mat spillway lining has yet to be installed.
37. Rip-Rap Apron: The Developer has requested a release of \$4,000.00. A release of \$4,000.00 is recommended, representing 100% of the amount requested by the Owner.
38. Level Spreader: The Developer has requested a release of \$3,080.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. Level spreader has yet to be installed.

Initial Escrow	\$2,379,455.67
Previous Escrow Releases	\$0.00
Escrow Release Recommended	\$1,161,531.51
Remaining Escrow Balance	\$1,217,924.16



Please feel free to contact me with any questions.

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in black ink, appearing to read "R. E. Flinchbaugh".

Robert E. Flinchbaugh, P.E.
PA Engineering Team Lead

Attachment: Construction Escrow Release Spreadsheet

cc: Cindi King, Township Manager cking@westtown.org
Elora Das, Cedarville Engineering Group, LLC edas@cedarvilleeng.com
Mike Grigoruk, Construction Manager, Cedarville Engineering Group, LLC
mgrigoruk@cedarvilleeng.com
Tyler Hill, PE, Design Engineer, ELA Group, Inc. - tehill@elagroup.com
Kate Donnelly, Westtown School - kate.donnelly@westtown.edu
Erica Philo, Anchor Management Group - ephilo@anchormg.com

Site Work

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
A EARTHWORK AND STABILIZATION													
1	Tree Removal, including stumps	21	EA	\$332.81	\$6,989.01	0%	\$0.00	100%	\$6,989.01	100%	\$6,989.01	0%	\$0.00
2	Strip and Stockpile Topsoil	9421	CY	\$2.31	\$21,762.51	0%	\$0.00	100%	\$21,762.51	100%	\$21,762.51	0%	\$0.00
3	Earth Cut	25948	CY	\$5.50	\$142,714.00	0%	\$0.00	100%	\$142,714.00	100%	\$142,714.00	0%	\$0.00
4	Earth Fill	25681	CY	\$5.50	\$141,245.50	0%	\$0.00	100%	\$141,245.50	100%	\$141,245.50	0%	\$0.00
5	Earth Export	267	CY	\$9.98	\$2,664.66	0%	\$0.00	100%	\$2,664.66	100%	\$2,664.66	0%	\$0.00
6	Topsoil Placement	4619	CY	\$2.31	\$10,669.89	0%	\$0.00	80%	\$8,535.91	80%	\$8,535.91	20%	\$2,133.98
7	Inlet Protection	3	EA	\$300.00	\$900.00	0%	\$0.00	100%	\$900.00	100%	\$900.00	0%	\$0.00
8	12" Compost Filter Sock	388	LF	\$8.00	\$3,104.00	0%	\$0.00	100%	\$3,104.00	100%	\$3,104.00	0%	\$0.00
9	18" Compost Filter Sock	1123	LF	\$13.50	\$15,160.50	0%	\$0.00	100%	\$15,160.50	100%	\$15,160.50	0%	\$0.00
10	24" Compost Filter Sock	1859	LF	\$18.00	\$33,462.00	0%	\$0.00	100%	\$33,462.00	100%	\$33,462.00	0%	\$0.00
11	Lawn Seeding (Hydro, with fertilizer)	56716	SY	\$1.05	\$59,551.80	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$59,551.80
12	Rock Construction Entrance	3.5	LF	\$3,000.00	\$10,500.00	0%	\$0.00	100%	\$10,500.00	100%	\$10,500.00	0%	\$0.00
13	Slope Matting	14725	SY	\$6.00	\$88,350.00	0%	\$0.00	80%	\$70,680.00	80%	\$70,680.00	20%	\$17,670.00
14	Sediment Trap	1	EA	\$15,000.00	\$15,000.00	0%	\$0.00	75%	\$11,250.00	75%	\$11,250.00	25%	\$3,750.00
15	Sediment Basin	1	EA	\$20,000.00	\$20,000.00	0%	\$0.00	75%	\$15,000.00	75%	\$15,000.00	25%	\$5,000.00
16	Concrete Washout	1	EA	\$1,600.00	\$1,600.00	0%	\$0.00	100%	\$1,600.00	100%	\$1,600.00	0%	\$0.00
17	Tree Protection Fencing	380	LF	\$5.50	\$2,090.00	0%	\$0.00	100%	\$2,090.00	100%	\$2,090.00	0%	\$0.00
18	Pumped Water Filter Bag	1	EA	\$400.00	\$400.00	0%	\$0.00	100%	\$400.00	100%	\$400.00	0%	\$0.00
19	Erosion Control Maintenance & Removal	1	LS	\$1,500.00	\$1,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,500.00
SUBTOTAL SECTION A					\$577,663.87	0%	\$0.00	0%	\$488,058.09	0%	\$488,058.09	100%	\$89,605.78
B PAVING													
1	Parking Lot Paving	3744	SY	\$53.28	\$199,480.32	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$199,480.32
2	Pedestrian Path Paving	1382	SY	\$47.02	\$64,981.64	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$64,981.64
3	Concrete Sidewalk	15996	SF	\$15.77	\$252,256.92	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$252,256.92
4	ADA Ramps	8	EA	\$3,500.00	\$28,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$28,000.00
5	Cobble Curb	1619	LF	\$32.70	\$52,941.30	0%	\$0.00	100%	\$52,941.30	100%	\$52,941.30	0%	\$0.00
6	Concrete Stairs	42	Riser	\$423.00	\$17,766.00	0%	\$0.00	75%	\$13,324.50	75%	\$13,324.50	25%	\$4,441.50
7	4" Line Striping	1602	LF	\$0.37	\$592.74	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$592.74
8	24" Line Striping	144	LF	\$3.00	\$432.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$432.00
9	12" Line Striping	276	LF	\$1.50	\$414.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$414.00
10	Painted Stopbar	75	LF	\$3.00	\$225.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$225.00
11	Painted Directional Arrows/Handicap Stamp	267	SF	\$2.10	\$560.70	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$560.70
12	4" Double Yellow Line	551	LF	\$0.74	\$407.74	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$407.74
13	Concrete Wheel Stops	2	EA	\$135.00	\$270.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$270.00
14	Roadway Restoration	23	SY	\$55.00	\$1,265.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,265.00
SUBTOTAL SECTION B					\$619,593.36	0%	\$0.00	0%	\$66,265.80	0%	\$66,265.80	100%	\$553,327.56
C STORMWATER													
1	8" SLCPP	321	LF	\$40.00	\$12,840.00	0%	\$0.00	100%	\$12,840.00	100%	\$12,840.00	0%	\$0.00
2	10" SLCPP	187	LF	\$44.00	\$8,228.00	0%	\$0.00	100%	\$8,228.00	100%	\$8,228.00	0%	\$0.00
3	12" SLCPP	680	LF	\$48.00	\$32,640.00	0%	\$0.00	100%	\$32,640.00	100%	\$32,640.00	0%	\$0.00
4	15" SLCPP	821	LF	\$53.00	\$43,513.00	0%	\$0.00	100%	\$43,513.00	100%	\$43,513.00	0%	\$0.00
5	18" SLCPP	223	LF	\$59.25	\$13,212.75	0%	\$0.00	100%	\$13,212.75	100%	\$13,212.75	0%	\$0.00
6	24" SLCPP	37	LF	\$74.51	\$2,756.87	0%	\$0.00	100%	\$2,756.87	100%	\$2,756.87	0%	\$0.00
7	Storm Manhole	3	EA	\$4,131.00	\$12,393.00	0%	\$0.00	100%	\$12,393.00	100%	\$12,393.00	0%	\$0.00
8	12" Nyloplast Drain Basin	8	EA	\$1,281.00	\$10,248.00	0%	\$0.00	100%	\$10,248.00	100%	\$10,248.00	0%	\$0.00
9	Type M Inlet	2	EA	\$3,000.00	\$6,000.00	0%	\$0.00	100%	\$6,000.00	100%	\$6,000.00	0%	\$0.00
10	Type C Inlet	7	EA	\$3,500.00	\$24,500.00	0%	\$0.00	100%	\$24,500.00	100%	\$24,500.00	0%	\$0.00
11	Endwall	4	EA	\$2,844.00	\$11,376.00	0%	\$0.00	100%	\$11,376.00	100%	\$11,376.00	0%	\$0.00
12	Nyloplast Outlet Control Structure	2	EA	\$4,000.00	\$8,000.00	0%	\$0.00	100%	\$8,000.00	100%	\$8,000.00	0%	\$0.00
13	Concrete Outlet Control Structure	2	EA	\$5,000.00	\$10,000.00	0%	\$0.00	100%	\$10,000.00	100%	\$10,000.00	0%	\$0.00
14	Underground Infiltration Bed BMP 2 and 3	2	LS	\$125,000.00	\$250,000.00	0%	\$0.00	100%	\$250,000.00	100%	\$250,000.00	0%	\$0.00
15	BMP 1	1	LS	\$75,000.00	\$75,000.00	0%	\$0.00	70%	\$52,500.00	70%	\$52,500.00	30%	\$22,500.00
16	BMP 4	1	LS	\$150,000.00	\$150,000.00	0%	\$0.00	70%	\$105,000.00	70%	\$105,000.00	30%	\$45,000.00
17	Flex-a-Mat Spillway Lining	465	SY	\$14.00	\$6,510.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,510.00
18	Riprap	4	EA	\$1,000.00	\$4,000.00	0%	\$0.00	100%	\$4,000.00	100%	\$4,000.00	0%	\$0.00
19	Level Spreader	38.5	LF	\$80.00	\$3,080.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,080.00
20	As-Built Survey	1	LS	\$15,000.00	\$15,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$15,000.00
SUBTOTAL SECTION C					\$699,297.62	0%	\$0.00	0%	\$607,207.62	0%	\$607,207.62	100%	\$92,090.00
D GENERAL													
1	Site Signage	22	EA	\$199.42	\$4,387.24	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$4,387.24
2	Site Lighting	13	EA	\$3,500.00	\$45,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$45,500.00
SUBTOTAL SECTION D					\$49,887.24	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$49,887.24
E LANDSCAPING & LIGHTING													
1	Compensatory Trees (Canopy)	25	EA	\$505.96	\$12,649.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$12,649.00
2	Compensatory Trees (Evergreen)	82	EA	\$417.00	\$34,194.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$34,194.00

Construction Escrow - Westtown School Athletic Fields
 Westtown Township, Chester County
 JOB NUMBER: 236-23-0213

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

RELEASE NO.: 1

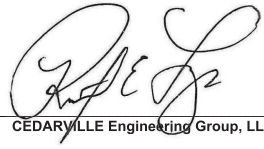
DATE: November 19, 2024
 Revised:

Site Work

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
3	BMP Trees	34	EA	\$606.04	\$20,605.36	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$20,605.36
4	BMP Shrubs	344	EA	\$75.00	\$25,800.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$25,800.00
5	Perimeter Trees (Canopy)	15	EA	\$505.96	\$7,589.40	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$7,589.40
6	Perimeter Trees (Flowering)	10	EA	\$550.44	\$5,504.40	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$5,504.40
7	Perimeter Trees (Evergreen)	12	SF	\$417.00	\$5,004.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$5,004.00
8	Parking Lot Trees	9	EA	\$505.96	\$4,553.64	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$4,553.64
9	Parking Lot Shrubs	90	EA	\$75.00	\$6,750.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,750.00
SUBTOTAL SECTION E					\$122,649.80		\$0.00		\$0.00		\$0.00		\$122,649.80

SUBTOTAL ITEMS A. THRU F.	\$2,069,091.89	0%	\$0.00	56%	\$1,161,531.51	56%	\$1,161,531.51	44%	\$907,560.38
10 % CONTINGENCY COST	\$206,909.19	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$206,909.19
5% ENGINEERING INSPECTION COST	\$103,454.59	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$103,454.59
TOTAL CONSTRUCTION COST	\$2,379,455.67		\$0.00		\$1,161,531.51		\$1,161,531.51		\$1,217,924.16
			\$0.00		\$1,161,531.51		\$1,161,531.51		\$1,217,924.16

BY: CEDARVILLE Engineering Group, LLC



RECOMMENDED FOR RELEASE: _____
 CEDARVILLE Engineering Group, LLC

COMPLETED TO DATE \$1,161,531.51
 PREVIOUS RELEASES \$0.00
 RELEASE \$1,161,531.51

November 21, 2024
 DATE



November 21, 2024

Mila Carter, Township Manager & Director of Planning and Zoning
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

RE: Westtown School Art School Center
Escrow Release 1
Westtown Township
0236-23-0061

Dear Ms. Carter,

Cedarville Engineering Group is in receipt of an escrow release request from the Developer of the referenced site, Westtown School Art School Center.

CEG recommends the Township release the amount of **\$48,806.45** from the withheld funds in accordance with the approved Westtown School Art School Center Financial Security Agreement following satisfactory completion of the items outlined at the end of this letter. The signed Construction Escrow Spreadsheet has been enclosed, with a summary of recommended releases referenced below.

1. Rock Construction Entrance: The Developer has requested a release of \$3,000.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. No money shall be released until the existing underground stormwater BMP is evaluated for acceptable function.
2. 12" Compost Filter Sock: The Developer has requested a release of \$5,200.00. A release of \$5,200.00 is recommended, representing 100% of the amount requested by the Owner.
3. 24" Compost Filter Sock: The Developer has requested a release of \$1,330.00. A release of \$1,330.00 is recommended, representing 100% of the amount requested by the Owner.



4. 32" Compost Filter Sock: The Developer has requested a release of \$880.00. A release of \$880.00 is recommended, representing 100% of the amount requested by the Owner.
5. Tree Protection Fencing: The Developer has requested a release of \$2,332.00. A release of \$2,332.00 is recommended, representing 100% of the amount requested by the Owner.
6. Inlet Protection: The Developer has requested a release of \$600.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. No inlet protection was installed.
7. Small Park Grate: The Developer has requested a release of \$1,500.00. A release of \$750.00 is recommended, representing 50% of the amount requested by the Owner. Stormwater system is currently incomplete.
8. 2x2 Inlet: The Developer has requested a release of \$2,500.00. A release of \$1,250.00 is recommended, representing 50% of the amount requested by the Owner. Stormwater system is currently incomplete.
9. Trench Drain: The Developer has requested a release of \$8,320.00. A release of \$8,320.00 is recommended, representing 100% of the amount requested by the Owner.
10. Site Cut/Fill: The Developer has requested a release of \$825.00. A release of \$825.00 is recommended, representing 100% of the amount requested by the Owner.
11. Site Cut/Export: The Developer has requested a release of \$17,187.50. A release of \$17,187.50 is recommended, representing 100% of the amount requested by the Owner.
12. Rough Grade: The Developer has requested a release of \$703.55. A release of \$703.55 is recommended, representing 100% of the amount requested by the Owner.
13. Final Grade Building Pad: The Developer has requested a release of \$428.40. A release of \$428.40 is recommended, representing 100% of the amount requested by the Owner.
14. Retaining Wall: The Developer has requested a release of \$9,600.00. A release of \$9,600.00 is recommended, representing 100% of the amount requested by the Owner.
15. Perennials: The Developer has requested a release of \$1,980.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. Not yet installed.
16. Ground Covers: The Developer has requested a release of \$2,100.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. Not yet installed.
17. Ornamental Grasses: The Developer has requested a release of \$704.00. A release of \$0.00 is recommended, representing 0% of the amount requested by the Owner. Not yet installed.



Initial Escrow	\$148,628.82
Previous Escrow Releases	\$0.00
Escrow Release Recommended	\$48,806.45
<hr/>	
Remaining Escrow Balance	\$99,822.37

Please feel free to contact me with any questions.

Best Regards,
Cedarville Engineering Group, LLC

A handwritten signature in black ink, appearing to read "R. E. Flinchbaugh".

Robert E. Flinchbaugh, P.E.
PA Engineering Team Lead

Attachment: Construction Escrow Release Spreadsheet

cc: Cindi King, Township Manager cking@westtown.org
Elora Das, Cedarville Engineering Group, LLC edas@cedarvilleeng.com
Mike Grigoruk, Construction Manager, Cedarville Engineering Group, LLC
mgrigoruk@cedarvilleeng.com
Michael J. Bowker, P.E., Apex Design + Engineering Group -
mbowker@apexdeg.com
Kate Donnelly, Westtown School - kate.donnelly@westtown.edu
Erica Philo, Anchor Management Group - ephilo@anchormg.com

Site Work

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
A EROSION AND SEDIMENTATION CONTROL													
1	Rock Construction Entrance	1	EA	\$3,000.00	\$3,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$3,000.00
2	12" Compost Filter Sock	650	LF	\$8.00	\$5,200.00	0%	\$0.00	100%	\$5,200.00	100%	\$5,200.00	0%	\$0.00
3	24" Compost Filter Sock	95	LF	\$14.00	\$1,330.00	0%	\$0.00	100%	\$1,330.00	100%	\$1,330.00	0%	\$0.00
4	32" Compost Filter Sock	55	LF	\$16.00	\$880.00	0%	\$0.00	100%	\$880.00	100%	\$880.00	0%	\$0.00
5	Tree Protection Fencing	424	LF	\$5.50	\$2,332.00	0%	\$0.00	100%	\$2,332.00	100%	\$2,332.00	0%	\$0.00
6	Inlet Protection	2	EA	\$300.00	\$600.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$600.00
7	Temporary Slope Matting, NAG S75	415	SY	\$6.00	\$2,490.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,490.00
8	Temporary Seed Stockpile	2	EA	\$800.00	\$1,600.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,600.00
9	Erosion Control Maintenance & Removal	1	LS	\$1,500.00	\$1,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,500.00
SUBTOTAL SECTION A					\$18,932.00		\$0.00		\$9,742.00		\$9,742.00		\$9,190.00
B STORM SEWER													
1	PCSM System - 87"x24"x5' stone bed with filter fabric, perforated pipe, control riser	1	LS	\$30,500.00	\$30,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$30,500.00
2	Small Park Grate	1	EA	\$1,500.00	\$1,500.00	0%	\$0.00	50%	\$750.00	50%	\$750.00	50%	\$750.00
3	2x2 inlet	1	EA	\$2,500.00	\$2,500.00	0%	\$0.00	50%	\$1,250.00	50%	\$1,250.00	50%	\$1,250.00
4	2x2 sump box	1	EA	\$1,500.00	\$1,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,500.00
5	6" HDPE	120	LF	\$35.00	\$4,200.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$4,200.00
6	8" HDPE	318	LF	\$40.00	\$12,720.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$12,720.00
7	10" HDPE	68	LF	\$44.00	\$2,992.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,992.00
8	Level Spreader	1	EA	\$1,000.00	\$1,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,000.00
9	Trench Drain	104	LF	\$80.00	\$8,320.00	0%	\$0.00	100%	\$8,320.00	100%	\$8,320.00	0%	\$0.00
10	BMP Snout	2	EA	\$1,000.00	\$2,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,000.00
SUBTOTAL SECTION B					\$67,232.00		\$0.00		\$10,320.00		\$10,320.00		\$56,912.00
C EARTHWORK													
1	Site Cut / Fill	150	CY	\$5.50	\$825.00	0%	\$0.00	100%	\$825.00	100%	\$825.00	0%	\$0.00
2	Site Cut / Export	2750	CY	\$6.25	\$17,187.50	0%	\$0.00	100%	\$17,187.50	100%	\$17,187.50	0%	\$0.00
3	Rough Grade	14071	SF	\$0.05	\$703.55	0%	\$0.00	100%	\$703.55	100%	\$703.55	0%	\$0.00
4	Final Grade Building Pad	504	SY	\$0.85	\$428.40	0%	\$0.00	100%	\$428.40	100%	\$428.40	0%	\$0.00
5	Retaining Wall	240	SF	\$40.00	\$9,600.00	0%	\$0.00	100%	\$9,600.00	100%	\$9,600.00	0%	\$0.00
SUBTOTAL SECTION C					\$28,744.45		\$0.00		\$28,744.45		\$28,744.45		\$0.00
D LANDSCAPING													
1	Shrubs (2-3' ht)	14	EA	\$75.00	\$1,050.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,050.00
2	Trees (3-3.5" cal.)	5	EA	\$500.00	\$2,500.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,500.00
2.1	Trees (3-3.5" cal.) (Field Change 1)	12	EA	\$500.00	\$6,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$6,000.00
3	Perennials	132	EA	\$15.00	\$1,980.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$1,980.00
4	Ground Covers	210	EA	\$10.00	\$2,100.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$2,100.00
5	Ornamental Grasses	44	EA	\$16.00	\$704.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$704.00
SUBTOTAL SECTION D					\$14,334.00		\$0.00		\$0.00		\$0.00		\$14,334.00

SUBTOTAL ITEMS A. THRU F.	\$129,242.45	0%	\$0.00	38%	\$48,806.45	38%	\$48,806.45	62%	\$48,806.45	\$80,436.00
10% CONTINGENCY COST	\$12,924.25	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00	\$12,924.25
5% ENGINEERING INSPECTION COST	\$6,462.12	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00	\$6,462.12

TOTAL CONSTRUCTION COST	\$148,628.82		\$0.00		\$48,806.45		\$48,806.45		\$48,806.45	\$99,822.37
					\$0.00		\$48,806.45		\$48,806.45	\$99,822.37

BY: CEDARVILLE Engineering Group, LLC



COMPLETED TO DATE \$48,806.45
 PREVIOUS RELEASES \$0.00
 RELEASE \$48,806.45

RECOMMENDED FOR RELEASE: _____
 CEDARVILLE Engineering Group, LLC

November 21, 2024
 DATE

Check Register

Westtown Township

22-Nov-24

From: 19-Nov-24 To: 02-Dec-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18291	11/19/2024	405540	Albert Federico Consulting, LL	\$1,725.00	O
18292	11/19/2024	1073	ALLAN A. MYERS, INC.	\$295,974.88	O
18293	11/19/2024	222	Brandywine Valley SPCA	\$265.00	O
18294	11/19/2024	7130	Frattura Landscape Service	\$480.00	O
18295	11/19/2024	7196	GreatAmerica Financial Svcs	\$223.00	O
18296	11/19/2024	405997	Hoffmans Exterminating Co., I	\$67.50	O
18297	11/19/2024	127	In-Fleet Truck Service	\$272.58	O
18298	11/19/2024	153	Rothwell Document Solutions	\$1,228.41	O
18299	11/19/2024	1001237	Stephen Wahrhaftig	\$30.00	O
18300	11/19/2024	143	TMACC	\$600.00	O
18301	11/19/2024	5601	Westtown School	\$55,755.00	O
18305	11/22/2024	1001233	Brandywine Valley Heating & A	\$1,988.77	O
18306	11/22/2024	7191	Code Inspections Inc	\$20,751.65	O
18307	11/22/2024	751	General Code	\$595.00	O
18308	11/22/2024	347	Staples	\$457.24	O
18309	11/22/2024	1000721	Total Security Solutions, Inc.	\$780.00	O
18310	11/22/2024	7	Westtown-East Goshen PD	\$333,225.15	O
Bank Total:				\$714,419.18	
Bank Account: 8 Enterprise Fund - Univest					
1739	11/19/2024	1000972	Dan Ferry Plumbing Inc	\$1,270.00	O
1740	11/19/2024	1196	McGovern Environmental, LLC	\$8,472.31	O
1741	11/19/2024	357	W. G. Malden	\$1,974.60	O
1742	11/19/2024	357	W. G. Malden	\$5,373.61	O
Bank Total:				\$17,090.52	
Bank Account: 35 Highway Aid Fund Univest					
735	11/19/2024	1073	ALLAN A. MYERS, INC.	\$385,000.00	O
Bank Total:				\$385,000.00	
Total Of Checks:				\$1,116,509.70	