

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, March 3, 2025 – 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 – March 3, 2025
- III. Approval of Board of Supervisors Meeting Minutes – February 18, 2025
- IV. Departmental Reports
 - A. Public Works – Mark Gross
 - B. Planning Commission – Russ Hatton
 - C. Historical Commission – Dan Campbell
 - D. Environmental Advisory Council – Joe Debes
 - E. Township Solicitor – Patrick McKenna
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
- VII. New Business
 - A. Consider Placement of Shiloh AME Marker within Right-of-Way of Little Shiloh Road
 - B. Consider Baseball Field and Maintenance Agreement with East Side Little League for Oakbourne Park
 - C. Consider Field Use and Maintenance Agreement with West Chester United Soccer Club/Penn Fusion Academy for Oakbourne Park
 - D. Authorize Execution and Recording of Deeds of Correction for Oakbourne Park
 - E. Authorize Advertisement for Bid Package for Demolition at Crebilly Preserve
 - F. Consider Payment Application #1 to DOLI Construction Corp. for Pleasant Grove Force Main Project
- VIII. Announcements
 - A. Land and Water Conservation Fund Reimbursement for Crebilly Preserve Acquisition
 - B. Chester County Municipal Grant Program Reimbursement for Crebilly Preserve Acquisition
 - C. Land and Water Conservation Fund Reimbursement for Oakbourne Park Athletic Core Improvements
 - D. Westtown Bird Town USA Gold Level Achievement
 - E. Job Opportunity – Public Works Skilled Labor
 - F. Park & Recreation and Historical Commission Vacancies
 - G. Yard Waste – Friday, March 7
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. Adjournment

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING
Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Tuesday, February 18, 2025 at 7:30 PM

Present: Chair Tom Foster, Vice Chair Ed Yost, Township Manager and Director of Planning and Zoning Mila Carter, Interim Chief Leahy and Director of Finance Cindi King.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:30 PM. He stated that the meeting was being recorded on Zoom and, with a slight delay, on YouTube.

II. Board of Supervisors Summary of Workshop, February 18, 2025

Mr. Foster reported that the Board held an Executive Session tonight to discuss personnel and legal matters. He also added that there was no Workshop prior to the meeting.

III. Approval of Meeting Minutes from February 3, 2025

Mr. Yost made a motion to approve the minutes of the February 3, 2025. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

IV. Departmental Reports

A. Fire Marshall – Gerry DiNunzio

Mr. DiNunzio reported that in January there were 99 fire/medical calls for service in Westtown, including 45 in the West Chester Fire Department district and 44 in the Goshen Fire Company district. Mr. DiNunzio added that there was one open burning complaint on Grant Road, which the fire department responded to. He stated that there were two substantial fires in Westtown, one on Jacqueline Drive that started in the chimney, and one on Manchester Court that started on the deck due to discarded cigar ashes.

B. Planning Commission (PC) – Jack Embick

Mr. Embick reported that the PC discussed a number of issues, including considerations for regulations pertaining to land application of biosolids and to environmental assessment impact reports. He explained that these topics were introduced for discussion, but no action was taken.

Mr. Yost asked about progress on a pipeline ordinance, if it's still being entertained. Mr. Embick responded that the PC is waiting on feedback from the Chester County Planning Commission. Ms. Carter explained that the PC suggested exploring using police powers the Township when addressing pipeline issues, so she has reached out to Chester County to see if it has been implemented in other municipalities and ask for additional recommendations.

C. Finance Department – Cindi King

Ms. King provided an overview of recent activities, which included finalizing 2024 accounting records, working on the annual audit, and filling fourth quarter and annual payroll tax reports. She noted that the office prepared the 2025 tax bills, which were approximately \$11,000 less than the 2024 bills due to reassessments of several apartment complexes. Ms. King summarized that the general fund cash balance is down by \$1.3 million from 2024 due to outstanding grant reimbursements for the Crebilly Preserve acquisition. She explained that the Township received the 2024 and 2025 reimbursements from the County. The Department of Conservation and Natural Resources (DCNR) \$6 million reimbursement has been approved and is expected within the next few weeks. She further reported on the cash balances of Refuse and Sewer funds, stating that overall, the cash balance is \$3.6 million less than last year due to the \$10 million in fund expenditures for land acquisition.

D. Westtown East Goshen Police Department (WEGO) – Interim Chief David Leahy

Interim Chief David Leahy reported that in January WEGO handled 2,026 calls for service, 869 of which were for Westtown. He added that the breakdown of calls are available on the website. Interim Chief Leahy promoted the WEGO Crime Labs mapping available on the website, which allows residents to keep track of incidents in their neighborhood. He summarized crime trends and talked about thefts occurring at Rustin High School and Planet Fitness. He further stressed the importance of using a lock for the locker room and securing your personal belongings, and wanted the public to be aware of magnitude of financial scams seen by the department. He also invited the residents to attend the coffee event organized by WEGO at the Giant in the Marketplace shopping center.

V. Public Comment (Non-Agenda Items)

Christopher Scholl, 1409 Wren Lane, congratulated the Board on the Crebilly Preserve acquisition, and voiced interest in helping with the next steps. He stated that he and other interested individuals would like to develop a request for proposals (RFP) for master plan consultants, which could save the Township some costs.

Mr. Foster acknowledged that the Board is looking forward to public's involvement, but that the plans are already underway to work with a qualified firm on the submission of grant applications for a Master Plan. He added that once the grants are awarded, the Township would develop an RFP for a Master Plan. Mr. Foster suggested that there may be an opportunity to collect preliminary public feedback before the grant awards, but it would all depend on the financing, after demolition and other short term items are completed. Mr. Foster acknowledged the importance of involving the residents in the planning process, to provide an opportunity for participants to understand the details of the land, grant restrictions, environmental issues, and to gather input.

Mr. Scholl asked about the potential timeline of these next steps. Ms. Carter explained that the timeline between grant applications to adoption of a Master Plan will likely take 2 to 3 years.

Jack Embick, 189 Pheasant Run Road, asked about the selection process for the planning firm, and argued that if the Township wants public participation and trust, then the discussion should have taken place during a public meeting.

Tony Simkovich, 821 Kimberly Lane, suggested adding Crebilly Preserve as a permanent discussion item to each agenda for the Board and other Commissions' monthly meetings.

Ray Dandrea, 1514 Marlboro Road, stated that he is involved with the volunteer group of about 75-80 residents who are interested in the Crebilly Preserve, and asked when a committee for the Master Plan will be formed. Mr. Foster responded that it is unknown at this time.

VI. Old Business

There was none.

VII. New Business

A. Consider Bids for a Bank Loan to Finance Replacement of Pleasant Grove Pump Station

Mr. Foster explained that Stifel, Nicolaus & Company, Inc. (Stifel), acting as a Placement Agent for a bank loan with an RFP process for qualified banking institutions, received 6 bids. He stated that the lowest rate is reflected in the Webster Bank proposal; however, Stifel recommends accepting the Manufacturers and Traders Trust Company (M&T) proposal, where the interest rate is 5 basis points higher, but the M&T is waiving their commitment fee and bank counsel fees and, as desired by the Township, allowing prepayment at any time

without penalty. Christopher Hoffert, Director with Stifel, provided the breakdown of the bids and the reasoning for accepting the M&T's proposal and how it benefits Westtown. Mr. Hoffert also explained that Helen Esbenshade, also with Stifel, is the Township's note council and will provide details on the debt ordinance noted as the next agenda item.

Mr. Yost made a motion to award contract to Manufactures and Traders Trust Company for a bank loan to finance replacement of the Pleasant Grove pump station. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

B. Consider Ordinance 2025-02 for a Bank Loan to Finance Replacement of the Pleasant Grove Pump Station

Mr. Foster stated that the ordinance provides authorization for the Township to incur nonelectoral debt pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania through the issuance of its General Obligation Note, Series of 2025, in an aggregate principal amount not to exceed \$2,000,000 to finance some or all costs of various sewer capital projects, including replacement of the Pleasant Grove pump station and the costs of issuing the Note. He asked whether the Board had any questions. Mr. Yost responded that he did not.

Mr. Yost made a motion to approve Ordinance 2025-02 for a bank loan with Manufacturers and Traders Trust Company in the amount not to exceed \$2,000,000, with interest rate of 4.19% to finance the replacement of the Pleasant Grove pump station. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

C. Authorize Advertisement of Bid Package for Oakbourne Park Mansion Core Parking Area Improvements

Mr. Foster reported that Pennoni has prepared the bid package for improvements to the mansion core parking area at Oakbourne Park. He summarized these improvements include reconfiguration and enlargement of the existing gravel parking lot, installation of underground stormwater management facility, new pathway between the parking area and the south side entrance of the mansion, lighting, and landscaping.

Mr. Yost made a motion to authorize the advertisement of the Oakbourne Park Mansion Parking Area project construction contract. Mr. Foster seconded.

Christopher Scholl asked whether the Board considered the use of pervious asphalt, as opposed to impervious asphalt. Ms. Carter responded that the engineer conducted soil testing and scoped the best course of action based on these results. She also added that longevity and long-term maintenance costs are concerns with pervious asphalt in parking lots.

There was no further comment, and the motion passed 2-0.

D. Authorize the Chair to Execute the Development Agreement, Financial Security Agreement and Stormwater Operations and Maintenance Agreement for Westtown AM West TIC, LLC Chase Bank project

Mr. Foster explained that Westtown AM West TIC, LLC Chase Bank land development application was approved by the Board of Supervisors with conditions at its meeting on December 2, 2024. He recapped that the project includes the construction of a one story, 3,294 square foot drive-thru bank on the northeastern portion of the property located at 1506 West Chester Pike (Route 3), known as the Marketplace at Westtown. Mr. Foster noted that the execution of the attached agreements, which have been reviewed by the Township solicitor, are necessary in order to record the plans with the County Recorder of Deeds.

Mr. Yost made a motion to authorize the Chair to execute the Developer Agreement, Financial Security Agreement, and Stormwater Operations and Maintenance Agreement with

Paramount Realty for the Chase Bank project. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

E. Consider Proposal from Simone Collins for Grant Writing Assistance for DCNR and DCED Programs

Mr. Foster stated that Simone Collins Landscape Architecture submitted a proposal for grant writing assistance for a \$75,000 Department of Conservation and Natural Resources (DCNR) grant and for a \$75,000 Department of Community and Economic Development (DCED) grant for master planning efforts for the recently acquired Crebilly Preserve. He explained that the scope of work includes all work necessary to prepare and submit the grant applications, including meetings and coordination with the Township, the County, and local legislators and others, pre-application meeting with DCNR and DCED representatives, and the development of an outline scope in consultation with ecological and civil engineering consultants. Mr. Foster stated that the estimated cost is \$10,050.

Mr. Yost made a motion to authorize the Township Manager to execute the proposal from Simone Collins Landscape Architecture for grant writing assistance in the amount not to exceed \$10,050.00. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

F. Authorize Public Hearing to Consider Adoption of Ordinance 2025-03 Amending the Non-Uniform Pension Plan

Mr. Foster explained that the Township's Non-Uniformed Defined Contribution Pension Plan has been funded entirely by State Pension Aid, and excess contributions need to be returned to the state. He added that in order to avoid a refund for 2025, Ms. King is recommending that the funding formula be increased from 5% of employee compensation to 8%. Mr. Foster stated that similar ordinances were adopted in 2021, 2022, and 2024, and that in order for the ordinance to take effect, it needs to be adopted prior to the end of the first quarter of 2025.

Mr. Yost made a motion to authorize a public hearing to consider adoption of Ordinance 2025-03 amending the non-uniform pension plan. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

G. Consider Escrow Release #2 to Westtown School for Oak Lane Athletic Fields Project

Mr. Foster stated that Cedarville Engineering is recommending that the Township release financial security for progress at Westtown School related to the Oak Lane Athletic Fields improvement project, including lawn seeding, pedestrian path paving, concrete stairs, level spreader, compensatory trees, and parking lot trees.

Mr. Yost made a motion to approve escrow release #2 to Westtown School for the Oak Lane Athletic Fields project in the amount of \$126,547.55. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

H. Consider Escrow Release #2 to Westtown School for Art Center Project

Mr. Foster explained that Cedarville Engineering is recommending that the Township release financial security for progress at Westtown School related to the Art Center project with erosion control maintenance and removal, post construction stormwater management system, sump box, HDPEs, level spreader, BMP snout, shrubs and trees.

Mr. Yost made a motion to approve escrow release #2 to Westtown School for the Art Center project in the amount of \$51,619.60. Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. Westtown Township NPDES Permit Tentative Approval** - The Department of Environmental Protection (PA DEP) will publish notice of the receipt of the NPDES permit application and a tentative decision to issue the individual NPDES permit in the Pennsylvania Bulletin in accordance with 25 Pa. Code § 92a.82. Upon publication in the Pennsylvania Bulletin, DEP will accept written comments from interested persons for a 30-day period (which may be extended for one additional 15-day period at DEP's discretion), which will be considered in making a final decision on the application. Any person may request or petition for a public hearing with respect to the application. A public hearing may be held if DEP determines that there is significant public interest in holding a hearing. If a hearing is held, notice of the hearing will be published in the Pennsylvania Bulletin at least 30 days prior to the hearing and in at least one newspaper of general circulation within the geographical area of the discharge.
- B. Yard Waste – Friday, March 7** – 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. CRC Streams Cleanup** – From 9:00 to 11:30 AM, Saturday March 29. This annual cleanup effort is held at multiple locations, including Goose Creek. To register, visit the CRC Watersheds website. <https://www.crcwatersheds.org/what-we-do/streams-cleanup/>
- D. 2025 History Lecture Series** – The schedule for this year's lecture series organized by the Historical Commission has been posted online. They are free and open to the public and take place on Saturdays at 10am in this meeting room.
- E. The Township is Seeking Applicants for the Parks & Recreation Commission and the Historical Commission.** - Information on what these commissions do can be found on the Township website. Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.

IX. Public Comment (All Topics)

There was none.

X. Payment of Bills

Mr. Yost made a motion to approve General Fund bills in the amount of \$112,512.76, Open Space Fund bills of \$11,853.26, Enterprise Fund bills of \$27,543.95, PLGIT P-Card bills of \$157,018.96, and Capital Project Fund bills of \$36,253.06, for a grand total of \$345,181.99.

Mr. Foster seconded. There was no public comment, and the motion passed 2-0.

XI. Adjournment

There being no further business, Mr. Foster made a motion to adjourn the meeting at 8:40 PM.

Respectfully submitted,
Liudmila Carter
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
FEBRUARY 2025

ROADS

- ◆ Performed five salting and/or plowing of all Township roads.
- ◆ After hours response to remove numerous trees and branches from roads throughout the Township due to a strong wind event.
- ◆ Traffic signal replacement at Rt.926/Shady Grove Way is complete. PennDOT will inspect next week.
- ◆ Cut and removed ice covered bamboo hanging into the roadway on Dunvegan Road and also on S. Concord Road.
- ◆ Trimmed low hanging limbs affecting plowing operations in various areas.
- ◆ Replaced two stormwater inlet grates on Edgewood Chase Drive.
- ◆ Repaired a manhole lid on Cider Knoll Way.
- ◆ Replaced faded ALL WAY badges on stop signs at Johnnys Way and Shady Grove Way intersection.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Checked and maintained heat, electricity, and security cameras at the Darlington Inn property.
- ◆ Met with Road-Con pertaining to agreement on work area near Old Wilmington Pike necessary for the widening project by PennDOT at the intersection of SR 926 and SR 202.
- ◆ Repaired a heater in the old Public Works garage.
- ◆ Cleaned and repaired a plumbing ejection pump at the Administration Building.
- ◆ Repainted a restroom in the old Public Works garage, and installed new ceiling tiles and LED lighting.
- ◆ Cleared signs and debris surrounding the Darlington Inn.
- ◆ Repaired wind-blown safety fence surrounding two unoccupied structures on the Crebilly Preserve.
- ◆ Replaced a faulty flagpole light and repaired the flag attachment at the Administration Building.
- ◆ Repaired the truck wash pressure unit at the Public Works garage.
- ◆ Cleaned the parking lot of the WEGO Police Station prior to accreditation inspection.

OAKBOURNE PARK AND MANSION

1. Used a crane to remove a large split Poplar tree that was hanging over a walking trail.

2. Removed snow and ice at mansion doors for safe building usage.
3. Removed a downed tree from the Windy Knoll area of the park.
4. Assisted with storing holiday decorations.

PARKS AND OPEN SPACE

1. Removed a discarded lawn tractor from open space along Carmac Road.
2. Inspected playground structures for safety hazards.

WASTEWATER

- ◆ Changed two actuator switches on the clarifiers at WCC.
- ◆ After hours response to reset blowers at WCC due to multiple power failures.
- ◆ Repaired the chemical mixer at WCC.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-11 – Replaced the engine oil and filter, plus replaced a faulty fuel pump.
- ◆ 67-24 - Replaced a bent rim on the rear of the truck.
- ◆ Repaired all snowplows and salters as necessary after every use.
- ◆ 67-23 – Changed the engine oil and filter.
- ◆ 67-29 – Serviced the engine and chassis.
- ◆ 67-16 – Stated inspected and engine serviced.
- ◆ 67-17 – Listed this utility truck for sale on Municibid.

FUTURE PROJECTS

- ◆ Review bids for the Mansion Core Parking area construction. Bids are due 3/12.
- ◆ Install tennis and pickleball netting and open the restroom for the season at the Oakbourne Athletic Core.
- ◆ Perform early spring maintenance of the bioswale at Tyson Park.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION
MEETING MINUTES
Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, February 19, 2025 – 7:00 PM

Present

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

Call to Order and Pledge of Allegiance

Mr. Embick called the meeting to order at 7:02 PM and led the Pledge of Allegiance.

Adoption of Agenda (RH/JL) 4-0

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

Approval of Minutes (RH/JL) 4-0

Mr. Hatton made a motion to approve the meeting minutes from February 5, 2025. Mr. Lees seconded. All were in favor of the motion.

Announcements

Ms. Carter made the following announcements:

1. The Township received an application for a 2-lot residential subdivision at 1001 S. Walnut Street.
2. The Township also received an application for subdivision of two acres of land at Crebilly Preserve that includes the Darlington Inn.
3. A conditional use application is expected for a unit at 1646 West Chester Pike that is currently used as dental office for other medical use.

Public Comment – Non Agenda Items

Stephen Wahrhaftig, 1032 Dunvegan Road, a member of the Westtown Historical Commission (HC), wanted the PC to consider the importance of the Darlington Inn as the most historic structure left in Westtown when reviewing the subdivision application. He stated that two members of the Historical Commission are architects specializing in historic preservation, who have offered to volunteer their time and knowledge to inspect the building and make recommendations including how to preserve the building's unique serpentine stone façade if it is sold, and to assist with funding for reuse by the community. He stated that the HC desires to work with the PC and the Board of Supervisors to find some way to protect the inn.

Mr. Embick responded that the subdivision application involving the Darlington Inn will be before the PC at a future meeting, and stated that the PC's role is to make recommendations to the Board of Supervisors. He stated that recommendations from the HC will be crucial and towards impacting the Board's decision on the application.

New Business

1. ZHB Application – West Chester Area School District (Sarah Starkweather Elementary School (ES) and Stetson Middle School (MS))

Mr. Embick summarized that the West Chester Area School District (WCASD) is seeking special exception to have a blanket use approval to turn the Sarah Starkweather ES and Stetson MS properties from an existing non-conforming use into a permitted use, and thereby remove the burden of continually needing special exception approval for future improvements. He added

that his understanding is that the WCASD desires to make improvements to the Starkweather ES, which include removal of modular classroom units and underground fuel tanks, construction of building addition, and other minor structural alterations and modifications.

Ryan Jennings, Esq., on behalf of the district, summarized that the applicant is seeking a special exception relief as it pertains to both Starkweather ES and Stetson MS for the use as primary or secondary school. He stated that the plan is to appear before the Planning Commission and the Zoning Hearing Board (ZHB) to have these two properties and these two longstanding uses recognized as permitted via the special exception process, as opposed to continuing down the path of nonconformity. Mr. Jennings recapped that both properties are located in R-1 Residential Zoning District, and the WCASD desires to make minor modifications to the elementary school, but has no intentions for improvements to the middle school at this time. He argued that these schools have been in operation for decades, but because the Township does not have any record of granting special exception for the use, any proposed modifications to the schools require an application to the ZHB, as they are considered to be nonconforming, and thus not recognized as a permitted use. Mr. Jennings explained that the WCASD has to go through this process every time modifications are needed to these two schools; therefore, he believed that granting of a special exception request for educational use is the most appropriate course, and in the best interest of the Township and the WCASD.

Damon Gonzaga, the Capital Program Manager at the WCASD, detailed the improvements planned for the school of less than 10,000 square feet of additional space. He referred to the site plan and described the plan for a two-story, four classroom addition at the rear of the building, enclosing an area already under the building envelope for a stairwell, extending the front entrance for additional administrative space and to create a secure vestibule at the front of the building, and a small addition for kitchen storage and equipment on the side. Mr. Gonzaga further provided that three existing modular classrooms will be removed, and four classrooms will be built in their place. He added that the project's goal is not to increase enrollment, but to have a better use of space. Mr. Gonzaga provided that the ES building was built in the 1990s and that the plan is to start renovations in 2030.

Barry Stingle, with T&M, a Landscape Architect working on the project, provided additional detail on the layout of proposed classrooms, kitchen area, and front office. He also confirmed that the number of parking spaces will remain with the same circulation as it is now. Mr. Stingle noted that an underground stormwater management (SWM) facility will be added beneath the paving in the back of the building for the additional stormwater runoff generated by new additions and earth disturbance. The new SWM facility will connect to the existing system that drains in the existing stormwater basin. He also added that the playground and existing stormwater facilities will remain, and that the amount of additional impervious surface generated by these modifications are minor.

Mr. Lees asked about the location of underground storage tanks that will be removed. Mr. Stingle referred to the site plan that depicted unused fuel oil tanks at the rear of the building, which will be removed and the soil will be tested, as per environmental requirements.

Mr. Hatton raised a concern about granting blanket approval and asked about plans for the future use of the rest of the property. Mr. Gonzaga stated that the plan is to leave the rest as it is for now, and described the topography and existing features of the site. Mr. Hatton was concerned about the playing fields, specifically a potential for field lights. Mr. Gonzaga noted there were no plans for the lights. Mr. Jennings clarified that blanket approval is only for the use and not other mandated requirements, which the district will have to come back for to the Township, including land development, permitting and/or any other relief as applicable.

Mr. Embick pointed out that the schools parcels are surrounded by residential areas and asked

whether the WCASD would be willing to designate some of the open space not currently used as a permanent open space. Mr. Jennings responded that he could talk to the district about that, but insisted that it was not related to the request. Mark Groves, Assistant Director of Facilities, stated that the rear of the school properties are wooded, and echoed the fact that they cannot speak on behalf of the School Board. Mr. Embick asked whether adjacent neighbors are able to access the property. Mr. Groves noted that they discourage use when school is in session, but said the fields are used by the public on weekends.

Mr. Embick asked whether the WCASD would be interested in promoting connectivity with surrounding neighborhoods and Crebilly Preserve. Mr. Groves stated that once there is a specific plan, the district would be open to considering that. Mr. Embick stated that he was not in a position to provide a recommendation on the application until there is a follow up discussion with the WCASD.

Mr. Jennings stated that concerns raised are dependent upon the School Board, and requested that the PC consider approval, especially since the school is operating and will continue to operate in the same fashion that it has been for decades. Mr. Embick wondered whether, at a minimum, conditions might be appropriate. Mr. Jennings suggested that the district might explore the potential for connectivity and permanent protection of open space, but he did not see how the schools can commit to that without the School Board's approval.

Mr. Hatton made a motion to approve the request of WCASD for special exception to have a blanket use approval, which will turn both Sarah Starkweather ES and Stetson MS from an existing non-conforming use into a permitted use, thereby removing the burden of continually needing special exception approval for future improvements, with the recommendations that the ZHB make a separate blanket special exception for each property, and that WCASD be asked to engage in discussion with the Township on use of remaining open space and pedestrian connectivity. Mr. Knaub seconded. All were in favor of the motion. RH/BK (5-0)

Old Business

1. Zoning Regulation – Fences and Walls

Mr. Embick recapped that the Board discussed the proposed amendments to the fence ordinance and raised several concerns that they are seeking the PC's input on. Ms. Carter summarized the concerns, including the extent of fence regulations, whether there is a need to require permits for repair and replacements, a proposed one-foot setback, decreasing of height of what is already permitted within the front yard from 5 feet to 4 feet, and whether there was a need to have provisions for garden fence if they are located on the interior of a lot and have the same allowable height as fences located in rear yards. Mr. Embick said that his justification for a one foot setback was so a fence could be maintained without trespassing on the adjacent property. Ms. Carter noted that she has not had a situation of a resident complaining about a neighbor trespassing for fence repairs/maintenance, and suggested it was an accepted norm. She further stated that some fences, such as split rail and chain link, can be repaired or replaced without access from the other side. Mr. Embick agreed, but felt that there has to be applicable and justifiable provisions to avoid serious controversies.

Mr. Embick expressed that much of zoning has to do with aesthetics, so regulating fences on the interior of the property is important, especially on smaller lots. He suggested to relieve larger plots from interior fence regulation, but keep the regulation for plots of one acre and smaller. Mr. Embick suggested the requirement for permits for fence repair replacement should be crafted in language that differentiates between certain levels of repair.

Mr. Embick stated that the one foot setback for fence placement on rear and side yards does not make sense because he has no knowledge of what legal or policy or reason would justify locating a fence on someone's property where you have to trespass to put it up or to repair or maintain it.

Ms. Carter suggested a compromise to allow the residents to install the fence along the property boundary with no setback only if they have a written permission from adjacent owners to trespass and take care of the fence when needed. Mr. Embick wondered how that will be handled when a property ownership transfers. Ms. Carter further suggested to consider permitting board-on-board fence where the fence posts are installed along the property line with the vertical boards overlapping on each side of the fence rails and are maintained by each neighbor. Mr. Embick suggested not to make it too complicated and look into potential exceptions instead.

Mr. Embick recapped that the reason for decreasing the height of the fence was because many communities think that a low fence in front is beneficial for aesthetic and safety reasons, and promotes community cohesion. Ms. Carter pointed out that the Township only allows open fences in the front yard, and argued that visibility is not an issue. The consensus of the PC was to maintain the existing height of permitted fence as currently regulated.

Mr. Embick voiced support of implementing garden fence provisions, but reasoned that the height of the fence shall be consistent with the surrounding neighborhood, therefore, making it consistent with allowable 6 feet in the rear yards. Ms. Carter did not feel there was a need for garden fence provisions if the permitted height of such fence is the same as all other fences. Mr. Embick then suggested adding a provision allowing higher fence as long as it is open, so it does not create safety or environmental issues. Mr. Knaub raised a question whether the fence shall be allowed to be higher to address concerns over deer. Mr. Embick was supportive of that idea as long as it is an open fence, and asked about a potential of having a portion of the fence being of different type to maintain the aesthetics of surrounding neighborhoods. He also preferred higher fences to be set back further from the property lines.

Ms. Carter summarized recommendations provided by the public, including retaining a 6 inch setback for existing fences and allowing an 8 foot high fence in specific situations. Mr. Embick asked whether the PC shall recommend permitting an 8 foot fence if there is a justifiable medical condition. Ms. Carter believed that it would fall to the Zoning Hearing Board to make a decision on such application.

Public Comment

Mr. Patel, 811 E Sage Road, recapped his previous recommendations to allow a higher fence, as per the Center of Disease Control guidance to prevent deer ticks which are harmful to individuals with specific medical conditions.

Reports

Mr. Embick reported on the Board of Supervisors meeting February 18, 2025.

Adjournment

The meeting adjourned at 9:03 PM. (BK/JF) 5-0

Respectfully submitted,
Mila Carter
Township Manager and Director of Planning & Zoning

MEMORANDUM

DATE: JANUARY 31, 2025

FROM: FRIENDS OF SHILOH AME CHURCH AND CEMETERY ("FoS")

TO: THE HONORABLES TOM FOSTER, DICK POMERANTZ AND ED YOST
SUPERVISORS OF WESTTOWN TOWNSHIP ("BOS")

RE: PROPOSAL TO ERECT AN HISTORICAL MARKER AT SHILOH AME LOCATION

FoS again thanks you for entertaining our proposal, submitted at the BOS workshop on January 21, to erect a privately purchased historical marker memorializing Shiloh AME Church and Cemetery. The church had, and its memory has, considerable historical and cultural significance. But it was razed and the tombstones were removed decades ago, leaving an empty field that is currently not in obvious use. The marker would be placed in the public right-of-way along Little Shiloh Road that is adjacent to the historic property.

We were pleased that, at our presentation during the workshop, you expressed an appreciation for our concept, and that you seemed to find our proposal compelling and acceptable, subject to a handful of concerns that you articulated. This memorandum addresses those concerns and will, we hope, encourage the BOS to approve the placement of the historical marker.

1. Traffic safety issue:

The BOS questioned whether the marker would pose a traffic hazard by encouraging motorists to stop and read it. But a brief review of existing historical signs in the surrounding locale shows quite a number of markers and monuments erected along busy streets and highways with no immediate place for a driver to pull a vehicle over and leisurely read the signage. Just two of note: the Battle of Brandywine marker (<https://www.hmdb.org/m.asp?m=39590>) erected by the Pennsylvania Historical and Museum Commission on busy Rte. 926 (Street Road) in Birmingham Township, just west of Westtown's Lake Drive; and General Stephen's Stand marker (<https://www.hmdb.org/m.asp?m=239339>) erected by Pennsylvania's Sons of the Revolution, on Thornbury Road in Thornbury Township. The Camp Elder marker in Westtown Township also stands at a location where motorists should be wary of stopping and reading; although the road isn't busy, the sign is located at a narrow underpass that drivers from both directions must navigate carefully. These kinds of placements are accepted practice. Motorists do not stop abruptly to read signs; if interested, they absorb the wording over several trips or make other arrangements to safely view the signage, such as by parking on a nearby, low-traffic side-street then taking a short walk. (In the case of our matter, that would likely be Weatherhill Drive.) FoS does not believe that the proposed marker at the proposed location poses any hazard to motorists along Little Shiloh Road, or that it would be unusual from a traffic safety perspective.

2. Alternative location issue:

The BOS raised the possibility of placing the marker someplace other than adjacent to the cemetery on Little Shiloh Road. But we believe that viewers' attention should be drawn to the actual site. To place it

across the street in West Goshen Township would misdirect attention. It would also involve West Goshen Township officials and private property owners in an issue to be properly decided by Westtown Township. An acceptable alternative placement could be at the “T” intersection (a three way stop sign) of Shiloh Road and Little Shiloh Road, on the Westtown Township side. This location is only about 150 feet from the actual site of the Shiloh AME Church and Cemetery. However, that land is owned by the same property owner and would likely be subject to the same objections by him.

3. Private property concerns:

The BOS expressed a concern for the rights of the property owner on which the cemetery sits. We agree. The BOS is justified in seeking to balance the ownership rights of a private property owner with the interests of the public community, and our understanding of the law is that that’s exactly what the BOS should do.

However, our (inexpert) search of legal websites appears to show that it is long established and settled law that local governments have the power to authorize, regulate and erect signage in public rights-of-way. “Public Right-of-Way” is defined in the Westtown Township local ordinance at Section 170-1802. B(45); and the Township (like all municipalities) routinely places signs (such as traffic signs, municipal boundary signs, popular attraction signs, caution signs, and much more) within its rights-of-way that run through and along the lands of private property owners – notwithstanding a theoretical injury to the property owner. In each such case, the Township, presumably, has implicitly or explicitly “balanced” the rights of the property owner with the interests of the community, and has found that the interests of the community have been more compelling. The same could presumably be said for any other, non-sign use of a public right-of-way by the Township – e.g., utility lines that benefit the public, notwithstanding some theoretical injury to the property owner.

Indeed, in the present matter, the property owner already has a Township speed limit sign posted in the right-of-way. Did he object to its placement there? Probably not. Had he objected, would the Township have given any credence whatever to an argument that his property rights outweighed the public interest? Again, probably not.

Notably, the Township’s ordinance explicitly provides that it can force property owners to have trees or to not have trees in rights-of-way – thereby placing the “balance” in favor of the community over the property owner. (See Sections 158-2, 170-408, 170-1501 and 170-1507 of the Township Code.) And the very creation of a right-of-way – say, by putting in a road or allowing a land development – ordinarily would seem to involve placing the public interest over a property owner’s rights.

And that is our argument: that the historical and cultural value of placing the marker adjacent to the Shiloh cemetery is far, far greater than the minimal to non-existent injury that it could cause the property owner.

Further, and specific to the FoS request, Section 170-1803.P of the Code explicitly allows the erection of a sign “without the permission of the property owner” if it is a sign “authorized or required by local, state, or federal government.” In the present circumstances, Westtown Township thus appears to have the power to authorize and mandate the placement of the historic marker in the public right of way along Little Shiloh Road without permission of the private owner of the parcel.

But what if the property owner affirmatively objects? We don't have the resources, especially in a limited time period, to uncover instances in which a property owner has objected to the placement of a historical marker within the public right-of-way on his/her property. And we have not engaged an attorney to research pertinent Pennsylvania case law on this point. But our own brief search of the law has found a Pennsylvania Superior Court case cited as [Miller v. Nichols, 363 Pa.Super. 508, 526 A.2d 794 \(1987\)](#) that seems pertinent. The case involved a Franklin County man forced to move his mailbox across the street due to a request by the U.S. Postal Service. The property owner across the street objected to the other person's mailbox being installed in the public right of way on his land. The court ruled that the mailbox was not a burden on the private property owner and that the public's interest took precedence. Surely, in our matter, the community's interest in memorializing the extraordinary history and significance of the Shiloh AME Church and Cemetery is *at least* as strong as the case for placing one neighbor's mailbox on another neighbor's land.

In our view, if the balancing in our matter were to go the other way – that is, if the landowner's likely insignificant injury caused by the historical marker were determined to outweigh what we believe is a manifestly desirable public outcome, one that would robustly and proudly enhance our community's sense of its identity, its decency, its respect for history, its respect for the African American community, and its respect for veterans' graves – that would be truly deleterious for the Township's residents. And it would be a missed opportunity – to display honor, patriotism, gratitude, and goodwill for all of our people -- in a prominent and enduring manner.

4. Markers placed by other townships:

Further to the BOS's question about local precedent for this matter, FoS reached out to the Chester County Historic Preservation Network, asking if their representatives (from all Chester County municipalities) have any knowledge of historic markers being placed without the adjacent owner's permission. To date, no one has reported such instances. Feedback received is that owners have not complained and, indeed, have typically welcomed having their historic property acknowledged and memorialized. There is no reason that Westtown Township could not be the first township to authorize such a marker in the face of a property owner's objection when, in fact, the existing ordinance permits it. Similarly, there is no reason that Westtown Township should be (conceivably) the first township in the area to disallow the placement of a compelling historical marker due largely or solely to the unspecified objections of a property owner – and an absentee property owner at that.

5. Demands by others wishing to place signs:

The BOS raised the possibility that allowing the Shiloh marker could give rise to demands by other parties to place other signs within other rights of way. We would respond that we have confidence that the Township will always desire and insist that it exercise its balancing of private and public interests ad hoc, and in good faith. We would speculate that virtually any action that the Township has ever taken, on any matter, could have involved a similar question – whether the action could give rise to future overuse or abuse. Examples of this would include grants and denials of subdivisions and zoning variances; grants and denials of permits under the existing sign ordinance; grants and denials of fence permits; grants and denials of building permits; enforcement or non-enforcement of nuisance laws following complaints; and likely countless other routine matters. Yet in each case the Township has made what it has considered to be a fair decision based on the particular facts and interests.

6. Ceremonies at the site:

The BOS expressed a concern that public ceremonies associated with the marker could be disruptive to traffic and to the property owner's use and enjoyment of his land. We agree. But at this time our desire for a public ceremony would be limited to a single event – a ceremony celebrating the dedication of the marker. That ceremony would be held in the street, not on the property owner's land. The ceremony would necessitate a closure of a portion of Little Shiloh Road for not more than two hours. This would be similar to the ceremony in 2013 where Oakbourne Road was closed for installation of the Camp Elder marker. FoS would also point out that celebratory "America 250" events are expected to lead to road closures and disruptions throughout Chester County and the nation. Once again, no additional ceremonies are planned at the marker site, and none are contemplated to encroach on the property owner's land without his permission. Under its police powers, the BOS can refuse closures of roads for unapproved ceremonies and can arrest any trespassers on the subject property. In addition, FoS agrees to install prominent "Private Property/ No Trespassing" signage along the frontage on Little Shiloh Road.

7. Marker ownership and maintenance:

The BOS raised a question as to who would be responsible for maintaining the marker. We agree that this is an important inquiry. FoS is partnering with the Brandywine Valley Civil War Roundtable ("BVCWRT"), a 501(c)(3) non-profit corporation that has been in operation in the West Chester area for more than thirty years, to raise the funds necessary to purchase, install, and hold a ceremony. Ideally, it would convey the marker ownership to Westtown Township at the time of installation, and the Township would accept it.

We believe that Township ownership of the marker would be highly advantageous for the community: it would materially enhance the gravitas and the credibility of the marker; it would bring honor to the Township; and it would solve the question of maintenance. We would be happy to discuss this further with the BOS.

We meanwhile would note that there is Westtown Township precedent for such an arrangement. In 2021, the Pennsylvania Society of Sons of the Revolution and its Color Guard donated a Brandywine Battlefield historical marker to the Township, which was accepted and subsequently installed just off South New Street on October 8, 2021. In the agreement on file, the Township agreed to "*own the sign and have sole title and responsibility for the sign*" and "*will ... maintain, replace ... the sign.*" Also, in 2023, and without paperwork, the Township took ownership of the Militia Monument granite markers and framework from the Sons of the American Revolution, and it installed that monument on South Concord Road.

We would also note that, to our knowledge, historical markers require minimum maintenance costs. It is our understanding that those costs can likely be met, if needed, out of the small annual budget approved for the Westtown Township Historical Commission. The costs would be negligible compared to those on-going costs associated with Township parks.

We at FoS hope that these comments answer your concerns about our proposal. After meeting with the BOS last week, we released details of our "ask" to various social media outlets. The broader community has responded favorably, and we would be more than happy to share its responses with you. In addition, the Township has undoubtedly already heard from individuals and groups urging the BOS to

approve the proposal and allow the historical marker. One social media outlet alone, NextDoor Neighbors, reports nearly 4,000 views of the FoS posting!

And finally, we would offer this observation. Above in this memorandum, we referred to the present matter as an “opportunity” for the Township and the BOS. We don’t use that term lightly. We see the proposed Shiloh marker as a true opportunity for Westtown officials to distinguish themselves and the Township, and to support their community, as they did so persistently and successfully in the Crebilly Farm matter – from resisting the pressure of a major land developer, to acquiring the property and dedicating it to a public purpose that will endure for generations. In the present matter, the opportunity would again be unique – the first instance in which the Township would have honored African American history, for enduring generations.

Please contact me with any questions or comments you have. We would be pleased to continue discussions.

Respectfully submitted,

Stephen Lyons,
Chairman, Friends of Shiloh AME Church and Cemetery
Lyonsheart73@gmail.com
(215) 275-1432

Proposed marker language (Stephen Lyons)

SHILOH AFRICAN METHODIST EPISCOPAL CHURCH & CEMETERY

In 1817, Shiloh AME Church purchased this land and graveyard. One of the earliest AME churches in the area, it became the site of a vibrant Black community, a refuge on the Underground Railroad and defined the spirit of self-emancipation. Jarena Lee, the first female preacher of the AME church, spoke here in the 1820's-1830's. Rev. Henry McNeal-Turner also spoke here and 14 United States Colored Troops who fought in the Civil War are among the 140 people buried here. After the congregation dwindled and the church burned, it was demolished in 1960 with headstones removed and graves forgotten.



Westtown Monthly Meeting
Religious Society of Friends (Quakers)
215 Friends Meeting Lane
West Chester, PA 19380
January 30, 2025

The Honorable Thomas Foster, Edward Yost and Richard Pomerantz
Westtown Board Supervisors
Westtown Township Building
1039 Wilmington Pike
West Chester, PA 19380

Dear Supervisors Thomas Foster, Edward Yost and Richard Pomerantz:

We are reaching out to you concerning the property at the corner of Shiloh and Little Shiloh Roads in Westtown Township which is the site of the Shiloh AME Cemetery and an AME Church that once stood at that location. **Our committee at Westtown Friends/Quakers Monthly Meeting has carefully studied the issues involved and would like to offer our strong support for the appropriate preservation and protection of this site, including the installation of an historical marker in the right of way there as proposed by the Friends of Shiloh.**

In 1817, Shiloh AME Church purchased this land and graveyard. One of the earliest AME churches in the area, it became the site of a vibrant Black community and a refuge on the Underground Railroad. Jarena Lee, the first female preacher of the AME church, spoke here in the 1820's-1830's, and 14 United States Colored Troops who fought in the Civil War are among the 140 people buried here. After the congregation dwindled and the church burned, it was demolished in 1960 with headstones removed and graves forgotten.

The site holds historical and cultural significance for all of us in this area. There are connections to the Underground Railroad supported by Friends/Quakers nearby, as well as records that some of the people buried there were employees at Westtown School. Descendants still live nearby. We're trying to prevent the erasing of history that is indeed pivotal to our area, the history of Black men fighting for the Union in the Civil War, the history of brave abolitionists working on the Underground Railroad, and the everyday history of people who were farmers, pastors, merchants, trades people, and laborers who created the very foundation upon which our current society rests.

We hope you will accept our support for the preservation and protection of this site, including the installation of an historical marker in the right of way there as proposed by the Friends of Shiloh. We are pleased to learn that we are joining expressed messages of support for the preservation of the site from many, including The Pennsylvania Hallowed Grounds Board, the Chester County Commissioners, The Jones Bradbury Camp #149 of Sons of Union Veterans of the Civil War, the Chester County Historical Preservation Network, and more.

In grateful appreciation for your consideration,

Ann Marlowe, Clerk, DEI Committee, Westtown Monthly Meeting

PENNSYLVANIA HALLOWED GROUNDS



PRESERVING PENNSYLVANIA'S
AFRICAN AMERICAN
HISTORIC CEMETERIES

Mail: P.O. Box 7474, Steelton, PA 17113

Email: PAHG@pahallowedgrounds.org

Website: pahallowedgronds.org

January 22, 2025

Westtown Township
Board of Supervisors P.O. Box 79
Westtown, PA 19395

Dear Westtown Board of Supervisors:

- Tom Foster, Chair Westtown Board of Supervisors
- Ed Yost, Vice Chair, Westtown Board of Supervisors
- Dick Pomerantz, Police Commissioner, Westtown Board of Supervisors
- Mila Carter, Township Manager, Westtown Board of Supervisors,

The board of Pennsylvania Hallowed Grounds would like to express our strongest possible support for the approval of a historical marker in Westtown Township on the public right of way to mark the location of Westtown's historic Shiloh African Methodist Episcopal Church and Cemetery.

Pennsylvania Hallowed Grounds is a statewide non-profit organization dedicated to the following mission: *"The mission of Pennsylvania Hallowed Grounds (PAHG) is to honor, interpret, and preserve African American cemeteries and the burial sites of Civil War African American Sailors and United States Colored Troops in Pennsylvania. PAHG connects and builds the capacity of the stewards of these cemeteries and burial sites, and supports conservation, documentation, education, and training. Working collaboratively with other groups and organizations, PAHG provides tangible encounters with memory and enriches the public understanding of history."*

Westtown has the distinction of being the site of an important and dynamic African American community that established one of the first independent, African Methodist Episcopal congregations in the nation with the founding of the Shiloh AME Church in 1817.

Furthermore that congregation established a sacred burial ground for African American residents. That cemetery contains the confirmed remains of up to one hundred and forty African American residents. Also, the cemetery contains the graves of as many as fourteen veterans of the United States Colored Troops who served our nation during the American Civil War.

PENNSYLVANIA HALLOWED GROUNDS



PRESERVING PENNSYLVANIA'S
AFRICAN AMERICAN
HISTORIC CEMETERIES

Mail: P.O. Box 7474, Steelton, PA 17113 **Email:** PAHG@pahallowedgrounds.org **Website:** pahallowedgrounds.org

A historical marker will share this important history with the public and honor the memory of United States Colored Troop veterans and for their extraordinary sacrifice to preserve our nation and promote freedom.

We appreciate your township's work to preserve and share this important history and to honor the veterans of the United States Colored Troops.

Thank you for your consideration, and we hope this worthy marker will become a reality soon.

Sincerely,

Secretary, Pennsylvania Hallowed Grounds

Cc: Barbara Barksdale, Chair, Pennsylvania Hallowed Grounds

From: brkstgirl232@gmail.com
To: [Supervisors](#)
Cc: [Mila Carter](#)
Subject: Letter of Support for Friends of Shiloh AME Church
Date: Tuesday, February 25, 2025 3:25:52 PM
Attachments: [02222025_In Support_Friends Of Shiloh AMEC Westtown, Ches Co, Pa.pages](#)

To the Board of Supervisors, Westtown, Chester County, Penna.

My name is E. Renee Scott Harris. Please find attached my letter of support for Friends of Shiloh African Methodist Episcopal Church and Cemetery, and the African American Community that established the edifice and cemetery.

Thank you for your consideration.

Respectfully,
E. Renee Scott Harris
Wilmington, Delaware

Sent from my iPhone

From: [robertlmarshall](#)
To: [Supervisors](#)
Cc: [Karen Marshall](#)
Subject: Friends of Shiloh
Date: Friday, February 14, 2025 1:59:50 PM

Hi All:

As 36-year residents of Shiloh Road, we request consideration of funding for a commemorative plaque on the grounds where once stood the Westtown Shiloh AME Church.

History matters.

Maybe today more than ever.

Thanks for your time and consideration.

Robert & Karen Marshall
920 Shiloh Road

Sent via the Samsung Galaxy S21 FE 5G, an AT&T 5G smartphone

From: [Dave Goodale](#)
To: [Jim Kelican](#)
Cc: [Supervisors](#); [David Walter](#)
Subject: Re: Shiloh African Methodist Episcopal Church, Shiloh Road
Date: Thursday, February 13, 2025 11:06:58 AM

Dear Jim,

Agreed. Very well said !

Thank you for being proactive !

Trusting in Christ,

dave

Dr David B Goodale
Cell: 610-203-4326
Thornbury Township

On Thu, Feb 13, 2025 at 9:27 AM Jim Kelican <jim.kelican@gmail.com> wrote:

Gentlemen;

My wife and I are members of Westminster Presbyterian Church and have been residents of Chester County for over 50 years.

We recently learned of the above captioned church from Mr Stepen Lyons as part of a presentation on Black History month earlier this week.

We understand that the Westtown Supervisors are considering a proposal to have an historical monument placed in the right away portion of Shiloh Road identifying the former building and cemetery for approximately 140 individuals including some who served in the military.

We hope that the current supervisors vote to approve the placement of an appropriate historical monument at this location in Westtown Township. We typically drive by that location several times each month and like many others had no idea of the former church building and cemetery on that property.

I believe that members of our church would be financially committed to help with the cost of the historical marker.

Thank you for your anticipated support for this monument.

Lois and James Kelican
Birmingham Township Residents

Mila Carter

From: Ed Williams <tryined@gmail.com>
Sent: Friday, February 7, 2025 2:43 PM
To: Supervisors
Subject: Shiloh AME cemetery

Please expedite approval of marker/plaque to commemorate those who perished in Westtown.

Sent from Gmail Mobile

From: [Chris Allen](#)
To: [Supervisors](#)
Subject: Westtown Shiloh AME historical marker request
Date: Friday, January 31, 2025 10:52:46 AM

Dear Supervisors: I am writing to endorse the request by Friends of Shiloh AME Church and Cemetery to install a historical marker commemorating the cemetery. This is an important and too-long-neglected part of our history. Any potential landowner inconvenience pales in comparison to the importance of this small first step to begin shining a light and rectifying long years of neglect. Thank you for your consideration.

Christine M Allen
209 N Deerwood Dr
West Chester PA 19382
allen.feild@verizon.net

From: [Jim Lawler](#)
To: [Supervisors](#)
Cc: [Bardsley, Robert W.](#); [Walter, David K.](#)
Subject: Historical Marker at the Shiloh AME Burial Site
Date: Sunday, January 26, 2025 11:39:19 AM

Hello,

The members of Sgt. Jones Bradbury Camp #149, Sons of Union Veterans of the Civil War would like to request that you authorize and approve the installation of the historical marker proposed by the "Friends of Shiloh A.M.E. Church and Burial Grounds" to be placed in the dedicated right of way controlled by the Township.

As you know, fourteen U.S.C.T. veterans of the Civil War are said to be buried at the site. The Sgt. Jones Bradbury Camp #149, Sons of Union Veterans of the Civil War is a patriotic and educational organization dedicated to honoring the brave soldiers such as these who fought to preserve the Union.

Thank you,
James Lawler
Secretary/Treasurer

Shiloh AME Marker



COUNTY OF CHESTER
PENNSYLVANIA



Find Address Information

PARID: 6703 015 104A0
 UPE: 67-3-151.4A
 Owner1: FURGELE JOHN A
 Owner2:
 Mail Address 1: 1650 E STREET RD
 Mail Address 2: GLEN MILLS PA
 Mail Address 3:
 ZIP Code: 19342
 Deed Book: 7373
 Deed Page: 415
 Deed Recorded Date: 02/27/2008
 Legal Desc 1: ES & REAR OF E STREET RD
 Legal Desc 2: 1 AC DWG & POOL
 Acres: 1
 LUC: R-10
 Lot Assessment: 43860
 Property Assessment: 179050
 Total Assessment: 2229 10
 Assessment Date: 12/15/2023 7:39:35 AM
 Property Address: 1650 E STREET RD
 Municipality: WESTTOWN
 School District: West Chester Area

Map Created:
Wednesday, December 11, 2024



County of Chester

Limitations of Liability and Use:
 County of Chester, Pennsylvania makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to, the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. For information on data sources visit the GIS Services page listed at www.chesco.org/gis.

BASEBALL FIELD USE AND MAINTENANCE AGREEMENT

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

Background

Westtown Township owns a parcel of ground located at the northwest intersection of South Concord Road and East Pleasant Grove Road and more particularly identified as 501 E. Pleasant Grove Road, Tax Map Parcel 67-4-47 (the “Property”). The Property is developed as a municipal park known as Oakbourne Park Athletic Complex, and is improved with two baseball fields and other baseball facilities as identified in Exhibit A attached hereto and incorporated herein by reference (collectively, the “Baseball Fields”); and

WHEREAS, pursuant to the Use and Maintenance Agreement dated March 2, 2020, the Township agreed to allow ESLL to use the Baseball Fields on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2020 Agreement expired on December 31, 2024; and

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

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

I. Recitals

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

II. Description of Baseball Fields and Facilities

- a) Little League field (50’-70’ base path); improved with backstop, fencing, two ground level dugouts, wood bleachers, and storage chest.
- b) Major League size field (90’base path); improved with backstop, fencing, two ground level dugouts, storage chest, and metal bleachers.
- c) Two netted batting cages.
- d) Storage shed (10’ x 14’ A Frame).

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

III. Use of Baseball Fields

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

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

- v. Such other organizations shall indemnify ESLL to the same extent that ESLL has indemnified the Township in Section **VIII(d)** hereof.

IV. Conditions of Use

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

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

V. Field Maintenance

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

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

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

VI. Term of Agreement

This Agreement shall be for a period commencing on March 1, 2025 and ending on December 31, 2025, unless terminated at an earlier date for ESLL's non-compliance with the terms of this Agreement.

VII. Fee

ESLL will pay a usage fee of three thousand dollars (\$3,000.00) to the Township for the Agreement period, payable by April 1, 2025.

VIII. Insurance and Indemnity

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

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

- iii. The amounts of the insurance shall be increased as Township may reasonably require from time to time to account for inflation or generally increased insurance settlements or jury verdicts.
- b) **Workers' Compensation Insurance.** To the extent that ESLL has any employees or relationships with any other parties for whom or which ESLL is required under applicable law to provide workers' compensation benefits, ESLL shall obtain, and shall maintain in force during the term of this Agreement, Workers' Compensation insurance in the statutory minimum levels allowed in the Commonwealth of Pennsylvania.
- c) **Certificates of Insurance.** Concurrently with the execution of the Agreement, ESLL shall furnish Township with certificates of all insurance required by this section. ESLL agrees that if it does not keep this insurance in full force and effect during the entire term of the Agreement, Township shall notify ESLL of this failure and, if ESLL does not deliver to Township certificates showing all of the required insurance to be in full force and effect within forty-five (45) days after said notice, Township may terminate the Agreement in accordance with Section X hereof.
- d) **Indemnification of Township.** Township shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the subject land or improvements or caused by any defect in any building, structure, equipment, facility, or other improvement on the subject land, or caused by or arising from any act or omission of ESLL, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident, fire, or other casualty on the land or occasioned by the failure of ESLL to maintain the premises in safe condition. ESLL waives all claims and demands on its behalf against Township for any loss, damage, or injury and agrees to indemnify and hold Township entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons relating to ESLL's games and practices or to any other activities of ESLL on the subject land, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury caused other than by the negligent or intentional act or omission of Township.

IX. Notices

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

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

If to the Township:

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

If to the League:

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

X. Termination

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

XI. Laws and Governmental Regulations

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

XII. Invalidity

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

XIII. Authority

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

XIV. Successors and Assigns

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

XV. Entire Agreement

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

XVI. Prior Agreements

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

XVII. Governing Law

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

XVIII. Counterparts

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

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

WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS

BY: _____
Thomas Foster

ATTEST:

BY: _____
Ed Yost

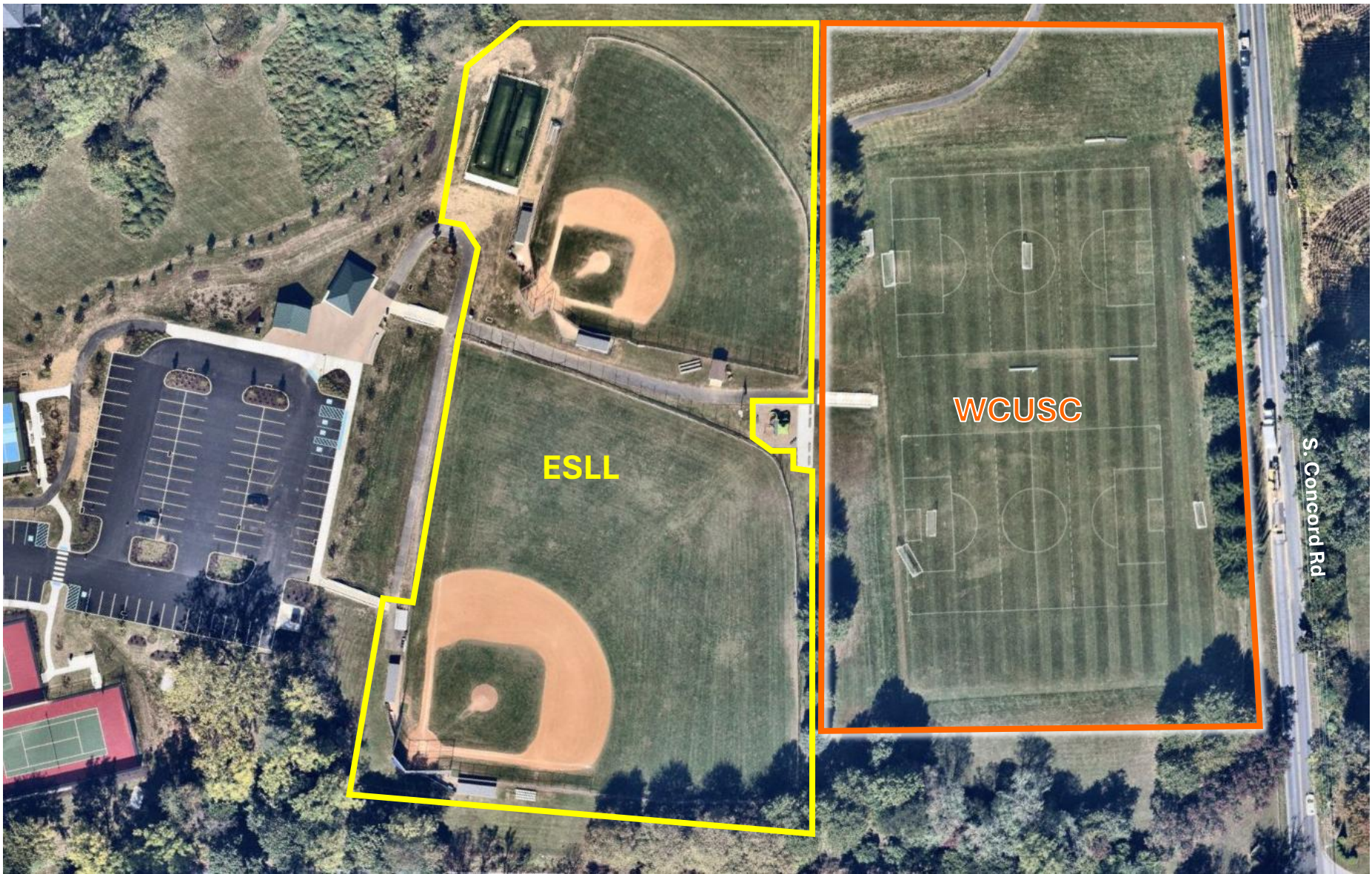
Liudmila Carter, Township Manager

BY: _____
Richard Pomerantz

ATTEST:

EAST SIDE LITTLE LEAGUE OF
WEST CHESTER

BY: _____
Matthew DiGiulio, President



Westtown Township
Oakbourne Park

Exhibit A – Field Maintenance Responsibility

FIELD USE AND MAINTENANCE AGREEMENT

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

Background

Westtown Township owns a parcel of ground located at the northwest intersection of South Concord Road and East Pleasant Grove Road and more particularly identified as 501 E. Pleasant Grove Road, Tax Map Parcel 67-4-47 (the “Property”). The Property is developed as a municipal park known as Oakbourne Park Athletic Complex, and is improved with a multi-purpose field as identified in Exhibit A outlined in orange and attached hereto and incorporated herein by reference (the “Field”); and

WHEREAS, pursuant to the Use and Maintenance Agreement dated March 6, 2020, the Township agreed to allow WCUSC to use the Field on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2020 Agreement expired on December 31, 2024; and

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

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

I. Recitals

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

II. Description of Field

Partially fenced, multi-purpose 4.25-acre field currently used for soccer, as designated in Exhibit A, outlined in red.

III. Use of Field

WCUSC shall have the non-exclusive right to use the Field between March 15 and November 15 of each year during the term of this Agreement for the sole purpose of

conducting soccer games and practices, provided that WCUSC abides by the following rules and regulations:

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

IV. Conditions of Use

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

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

V. Field Maintenance

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

- a) WCUSC shall maintain the Field and associated soccer equipment, including goals, nets, weight bags, corner flags, and storage box, and split rail fencing along South Concord Road, and grass banks in a good, safe, and presentable condition.
- b) WCUSC shall mow, seed, fertilize, lime, and provide any other field maintenance deemed necessary by the Township between March 15 and November 15 of each year during the term of this Agreement. In addition to the maintenance of the Field, WCUSC shall be responsible for the mowing and maintenance of the area surrounding the Field and the fencing along South Concord Road. This area is as designated in Exhibit A (maintenance area is encircled in orange). **Mowing must be performed weekly during the growing season (April 15 – October 31).**
- c) Subject to the provisions of paragraph V(g) hereof, the Township acknowledges and agrees that storage, goals, nets, weight bags, corner flags, fencing along South Concord Road, and other such improvements as may be made in the future by WCUSC shall not be considered fixtures on the land and shall remain the property of WCUSC.
- d) WCUSC shall provide trash and recycling containers for the Field and shall pick up litter and other debris after each activity, and dispose in Township provided dumpster in the parking lot.
- e) WCUSC shall abide by the rules and regulations relating to park use promulgated by the Township Board of Supervisors.
- f) All materials and improvements which may be provided by WCUSC are subject to Township approval.
- g) If WCUSC abandons the Field during or at the end of the term of this Agreement, WCUSC hereby offers to dedicate to the Township all physical equipment associated with the Field.
- h) WCUSC shall have no right to construct structures, buildings, or other improvements on the Township's land without the Township's prior written approval. The Township shall have no liability for any costs or expenses in connection with the construction of improvements by WCUSC at the site of the Field.
- i) In the event WCUSC fails to adequately maintain the premises, keep the premises clean and orderly, or otherwise fails to maintain the premises in a condition required by the Township, the Township has the right to correct any deficiency. If the Township incurs any damages in doing so, WCUSC shall promptly pay said damages to Township and reimburse Township for all costs incurred.

VI. Term of Agreement

This Agreement shall be for a period commencing on March 1, 2025 and ending on December 31, 2025, unless terminated at an earlier date for WCUSC's non-compliance with the terms of this Agreement.

VII. Fee

WCUSC will pay a usage fee of three thousand dollars (\$3,000.00) to the Township for the Agreement period, payable by April 1, 2025.

VIII. Insurance and Indemnity

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

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

b) Workers' Compensation Insurance. To the extent that WCUSC has any employees or relationships with any other parties for whom or which WCUSC is required under applicable law to provide workers' compensation benefits, WCUSC shall obtain, and shall maintain in force during the term of this Agreement, Workers' Compensation insurance in the statutory minimum levels allowed in the Commonwealth of Pennsylvania.

c) Certificates of Insurance. Concurrently with the execution of the Agreement, WCUSC shall furnish Township with certificates of all insurance required by this section. WCUSC agrees that if it does not keep this insurance in full force and effect during the entire term of the Agreement, Township shall notify WCUSC of this failure and, if WCUSC does not deliver to Township certificates showing all of the required insurance to be in full force and effect within forty-five (45) days after said notice, Township may terminate the Agreement in accordance with Section **X** hereof.

d) Indemnification of Township. Township shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the subject land or improvements or caused by any defect in any building, structure, equipment, facility, or other improvement on the subject land, or caused by or arising

from any act or omission of WCUSC, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident, fire, or other casualty on the land or occasioned by the failure of WCUSC to maintain the premises in safe condition. WCUSC waives all claims and demands on its behalf against Township for any loss, damage, or injury and agrees to indemnify and hold Township entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons relating to WCUSC's games and practices or to any other activities of WCUSC on the subject land, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury caused other than by the negligent or intentional act or omission of Township.

IX. Notices

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

If to the Township:

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

If to the Club:

West Chester United Soccer Club
901 S. Bolmar Street, Suite P
West Chester, PA 19382

X. Termination

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

XI. Laws and Governmental Regulations

WCUSC shall promptly comply with all laws and ordinances and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate

departments, commissions, boards, and officers of these governments (“legal requirements”) throughout the term of this Agreement, and without cost to Township. WCUSC shall promptly comply with these legal requirements whether they are foreseen or unforeseen or ordinary or extraordinary.

XII. Invalidity

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

XIII. Authority

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

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

XIV. Successors and Assigns

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

XV. Entire Agreement

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

XVI. Prior Agreements

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

XVII. Governing Law

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

XVIII. Counterparts

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

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

WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS

BY: _____
Thomas Foster

ATTEST:

BY: _____
Richard Pomerantz

Liudmila Carter, Township Manager

BY: _____
Ed Yost

ATTEST:

WEST CHESTER UNITED SOCCER CLUB

BY: _____
Mark Thomas, Executive Director



Westtown Township
Oakbourne Park

Exhibit A – Field Maintenance Responsibility

Prepared by/Return to:
Patrick M. McKenna, Esquire
17 East Gay Street, Suite 100
West Chester, PA 19380
(610) 696-8225

UPI #67-4-41.10-E

DEED OF CORRECTION

THIS DEED, made the _____ day of _____, 2025,

BETWEEN WESTTOWN TOWNSHIP, (hereinafter called "Grantor") and
WESTTOWN TOWNSHIP, (hereinafter called "Grantee"),

WITNESSETH that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN tract or parcel of land situate in the Township of Westtown, County of Chester and state of Pennsylvania, bounded and described according to a Subdivision Plan for Westtown Hunt made by Pennoni Associates, Inc., Consulting Engineers dated June 24, 1977, as follows, to wit:

BEGINNING at a point in the centerline of Matlack Street (33 feet wide); thence leaving the centerline of Matlack Street and along lands now or formerly of Smith Memorial Home and partially along lands now or formerly of Sproul Lees, Inc., South 27 degrees 18 minutes West for a distance of 337.07 feet to a point; thence still partially along lands now or formerly of Sproul Lees, Inc., South 12 degrees 03 minutes 40 seconds East for a distance of 902.00 feet to a point in line of lands now or formerly of McCawley and

Dalusio; thence along lands now or formerly of McCawley and Dalusio, the 6 following courses and distances: (1) South 76 degrees 41 minutes 43 seconds West for a distance of 130.39 feet to a point; (2) North 37 degrees 21 minutes 35 seconds West for a distance of 747.02 feet to a point; (3) North 88 degrees 36 minutes 35 seconds West for a distance of 117.33 feet to a point; (4) South 59 degrees 58 minutes 00 seconds West for a distance of 582.63 feet to a point; (5) North 30 degrees 19 minutes 25 seconds West for a distance of 307.00 feet to a point; and (6) North 32 degrees 11 minutes 10 seconds East for a distance of 188.70 feet to a point; thence still along lands now or formerly of McCawley and Dalusio and also along lands now or formerly of Robert R. Ginsley, Harry C. Tyson, Daniel Goodwin and partially along William F. Elias, North 70 degrees 28 minutes 10 seconds East for a distance of 1137.73 feet to a point; thence still partially along lands now or formerly of William F. Elias, North 20 degrees 39 minutes 10 seconds East for a distance of 80.00 feet to a point in the bed of Matlack Street; thence North 77 degrees 39 minutes 10 seconds East for a distance of 124.90 feet to a point in the centerline of Matlack Street and place of beginning.

CONTAINING 15.00 acres of land.

UNDER AND SUBJECT, nevertheless, to a Declaration of Covenants, Conditions and Restrictions granted to the Commonwealth of Pennsylvania dated July 18, 2005 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 6554 Page 141, *et seq.*

BEING the same premises which Joseph M. McCawley and William Dalusio, Co-partners trading as Westtown Hunt, by Deed dated September 8, 1975 and recorded in Deed Book R511 page 401, granted and conveyed unto Westtown Township in fee.

FURTHERMORE, this property, or interest in the property was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources (“Department”). The source of the funds is the Land and Water Conservation Fund Act, 16 U.S.C. §4601-4 *et seq.* (the “Act”), provided through the National Park Service. This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

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

TO HAVE AND TO HOLD the said lot or piece of ground described above with the buildings and improvements thereon erected and the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, does by these presents covenant, promise and agree, to and with the said Grantee, its successors and assigns, that it, the Grantor, has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Witness:

WESTTOWN TOWNSHIP

By: _____

STATE OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

ON THIS, the _____ day of _____, 2022, before me, a notary public in and for said County and Commonwealth, personally appeared _____, who acknowledged himself to be the _____ of Westtown Township, and that he being authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

I hereby certify Grantee's Address is:

P.O. Box 79
Westtown, PA 19395

Name: _____

Prepared by/Return to:
Patrick M. McKenna, Esquire
17 East Gay Street, Suite 100
West Chester, PA 19380
(610) 696-8225

UPI #67-4-46-E

DEED OF CORRECTION

THIS DEED, made the _____ day of _____, 2025,

BETWEEN WESTTOWN TOWNSHIP, (hereinafter called "Grantor") and
WESTTOWN TOWNSHIP, (hereinafter called "Grantee"),

WITNESSETH that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN lot or piece of land with buildings and improvements, hereditaments and appurtenances thereon erected, situate in the Township of Westtown, County of Chester and State of Pennsylvania, bounded and described according to a survey Plan by W. A. MacDonald and Topographical Plan of Property of James C. Smith Memorial Home; made by Philip Steel and Associates, Architects, Engineers and Planners, West Chester, PA dated June 3, 1971, as follows, to wit:

BEGINNING at a point formed by the intersection of the title line in the bed of Concord Road with the title line in the bed of Oakbourne Road; thence extending from said beginning point, along the title line in the bed of Concord Road South 27 degrees 31 minutes East 1639.20 feet to a point; thence extending South 66 degrees 58 minutes West

1049.15 feet to a point; thence extending North 22 degrees 30 minutes West 1526.20 feet to a point; thence extending North 30 degrees 5 minutes East 195.40 feet to a point, South of the Southerly line of Oakbourne Road; thence extending North 82 degrees 7 minutes East 122.25 feet; thence extending North 64 degrees 34 minutes East crossing over the Southerly side of Oakbourne Road and along the title line in the bed of said road 633.55 feet to the first mentioned point and place of beginning.

CONTAINING 36.367 acres of land be the same more or less.

UNDER AND SUBJECT, nevertheless, to a Declaration of Covenants, Conditions and Restrictions granted to the Commonwealth of Pennsylvania dated July 18, 2005 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 6554 Page 149, *et seq.*

ALSO UNDER AND SUBJECT to a right-of-way granted to PECO Energy Company dated October 8, 2013 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 9548 Page 334, *et seq.*

ALSO UNDER AND SUBJECT to a Memorandum of Land Lease to SBA Towers, Inc. dated April 17, 2001 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 5069 page 1175, *et seq.*

BEING the same premises which Bruce-Lake Industries, Inc., a Pennsylvania corporation (successor by merger to Rolland Development Corporation, a Pennsylvania corporation), by Deed dated April 19, 1974 and recorded in Deed Book D43 page 263, granted and conveyed unto Westtown Township in fee.

FURTHERMORE, this property, or interest in the property was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources (“Department”). The source of the funds is the Land and Water Conservation Fund Act, 16 U.S.C. §4601-4 et seq. (the “Act”), provided through the National Park Service. This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

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

TO HAVE AND TO HOLD the said lot or piece of ground described above with the buildings and improvements thereon erected and the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, does by these presents covenant, promise and agree, to and with the said Grantee, its successors and assigns, that it, the Grantor, has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Witness:

WESTTOWN TOWNSHIP

By: _____

STATE OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

ON THIS, the _____ day of _____, 2022, before me, a notary public in and for said County and Commonwealth, personally appeared _____, who acknowledged himself to be the _____ of Westtown Township, and that he being authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

I hereby certify Grantee's Address is:

P.O. Box 79
Westtown, PA 19395

Name: _____

Prepared by/Return to:
Patrick M. McKenna, Esquire
17 East Gay Street, Suite 100
West Chester, PA 19380
(610) 696-8225

UPI #67-4-47-E

DEED OF CORRECTION

THIS DEED, made the _____ day of _____, 2025,

BETWEEN TOWNSHIP OF WESTTOWN, CHESTER COUNTY, (hereinafter called “Grantor”) and TOWNSHIP OF WESTTOWN, CHESTER COUNTY, (hereinafter called “Grantee”),

WITNESSETH that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns, a tract of land situate in Westtown Township, Chester County, Pennsylvania, bounded and described as follows;

BEGINNING at the point of intersection of the title line in the bed of East Pleasant Grove Road and the title line in the bed of Concord Road; thence extending along the title line in the bed of East Pleasant Grove Road, the 6 following courses and distances: (1) South 67 degrees 45 minutes West 540.40 feet to a point; (2) South 67 degrees 34 minutes West 314.70 feet to a point; (3) South 53 degrees 49 minutes West 213.27 feet to a point in the bed of a 25 foot wide easement; (4) continuing along the title line in the bed of East Pleasant Grove Road South 46 degrees 54 minutes West 419.46 feet to a point; (5) South 58 degrees 22 minutes West 281.90 feet to a point; (6) South 55 degrees 21

minutes West 203.90 feet to an existing spike a corner of land of Westtown Woods Development; thence extending along same and lands of Margaret S. Goodwin, North 08 degrees 03 minutes 20 seconds West 2710.45 feet to an existing monument; thence extending along land of Margaret S. Goodwin North 31 degrees 19 minutes East 144.69 feet to a point a corner of lands of J.C. Smith Memorial Home; thence extending along same and partly through the bed of a private drive and partly through a 15 foot wide easement South 22 degrees 29 minutes 20 seconds East 1466.20 feet; thence along the property about to be conveyed to Gaudenzia, Inc. the following 8 courses and distances: (1) South 57 degrees 48 minutes 02 seconds West 446.28 feet; (2) South 08 degrees 03 minutes 20 seconds East 135.26 feet; (3) North 86 degrees 03 minutes 50 seconds East 396.85 feet; (4) South 71 degrees 18 minutes 23 seconds East 110.42 feet; (5) South 23 degrees 18 minutes East 105.00 feet; (6) North 66 degrees 42 minutes East 425.00 feet; (7) North 04 degrees 49 minutes 14 seconds West 216.15 feet; (8) North 66 degrees 42 minutes East 605.11 feet to a point in the title line in the bed of Concord Road; thence in and along same the following 2 courses and distances: (1) South 27 degrees 44 minutes East 321.67 feet to a monument; (2) South 27 degrees 02 minutes 30 seconds East 351.97 feet to the point and place of beginning.

CONTAINING 38.26 acres more or less.

UNDER AND SUBJECT TO an easement for ingress and egress over an existing road to and from East Pleasant Grove Road for the benefit of Gaudenzia, Inc., and its successors in title, until such time as public sewage services are available to service the property conveyed to Gaudenzia, Inc. the western line of said easement of a width of 25 feet for access to East Pleasant Grove Road is described as follows:

BEGINNING at an interior point which is measured from the centerline of Concord Road the following 3 courses and distances: (1) South 66 degrees 42 minutes West 605.11 feet, South 04 degrees 49 minutes 14 seconds East 216.15 feet and South 66 degrees 42 minutes West 425.00 feet to the point of beginning; thence (2) South 21 degrees 50 minutes 05 seconds East 239.80 feet; thence (3) South 40 degrees 33 minutes 07 seconds East 256.50 feet to the North right-of-way line of East Pleasant Grove Road.

ALSO SUBJECT TO an easement and access right to and from the existing sewage treatment plant until public sewage services are available to service the property conveyed to Gaudenzia, Inc.

SUBJECT TO easements for and access right to all existing and future water, sewer and drainage pipes servicing the property and facilities conveyed to Gaudenzia, Inc. The conveyance of the 38.26 acres, hereinabove described, is conditioned upon the right of Gaudenzia, Inc. to continue using the existing water tower for a maximum of 5 months after the date of conveyance to Gaudenzia, Inc.

SUBJECT TO the restriction that the hereinabove described property shall not be used for laying out lots or tracts for development and subject to the covenant and condition that no part of the above described 38.26 acres shall be used for building or constructing residences by or under the Township of Westtown, its successors or assigns, which covenant shall run with the land and bind any party in title whether or not subdivided.

UNDER AND SUBJECT, nevertheless, to a Declaration of Covenants, Conditions and Restrictions granted to the Commonwealth of Pennsylvania dated July 18, 2005 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 6554 Page 153, *et seq.*

ALSO UNDER AND SUBJECT to a right-of-way granted to Aqua Pennsylvania, Inc. dated June 21, 2010 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 8032 Page 1614, *et seq.*

BEING the same premises which the Commonwealth of Pennsylvania, acting by and through Walter Baran, Secretary of the Department of General Services, an administrative department of the Commonwealth of Pennsylvania, with the approval of the Secretary of Health and the Governor of the Commonwealth of Pennsylvania, by Deed dated March 26, 1985 and recorded in Deed Book 123 page 281, granted and conveyed unto Township of Westtown, Chester County in fee.

UNDER AND SUBJECT TO all easements, servitudes and rights of others, including, but not confined to, streets, roadways and rights of any telephone, telegraph, water, electric, gas or pipeline companies, as well as under and subject, nevertheless, to any interest, estate or tenancies vested in third persons, whether or not appearing of record, for any portion of the said land or improvements erected thereon.

UNDER AND SUBJECT TO the condition that the lands conveyed shall be used for open space, agricultural and recreational purposes by the Township of Westtown and if at any time, the said Township of Westtown or its successor in function uses or authorizes or permits said property to be used or conveys said property for any purpose other than open space, agricultural or recreational purposes, the title thereto shall immediately revert to and revest in the Commonwealth of Pennsylvania.

FURTHERMORE, this property, or interest in the property was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources (“Department”). The source of the funds is the Land and Water Conservation Fund Act, 16 U.S.C. §4601-4 *et seq.* (the “Act”), provided through the National Park Service. This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be

placed on this property without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

TO HAVE AND TO HOLD the said lot or piece of ground described above with the buildings and improvements thereon erected and the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, does by these presents covenant, promise and agree, to and with the said Grantee, its successors and assigns, that it, the Grantor, has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Witness:

TOWNSHIP OF WESTTOWN,
CHESTER COUNTY

By: _____

STATE OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

ON THIS, the _____ day of _____, 2022, before me, a notary public in and for said County and Commonwealth, personally appeared _____, who acknowledged himself to be the _____ of Township of Westtown, Chester County, and that he being authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

I hereby certify Grantee's Address is:

P.O. Box 79
Westtown, PA 19395

Name: _____

Prepared by/Return to:
Patrick M. McKenna, Esquire
17 East Gay Street, Suite 100
West Chester, PA 19380
(610) 696-8225

UPI #67-4G-109-E

DEED OF CORRECTION

THIS DEED, made the _____ day of _____, 2025,

BETWEEN WESTTOWN TOWNSHIP, (hereinafter called "Grantor") and
WESTTOWN TOWNSHIP, (hereinafter called "Grantee"),

WITNESSETH that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto Grantor well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN parcel of land situate in the Township of Westtown, County of Chester and State of Pennsylvania, being part of Dogwood Estates, formerly Westtown Hunt, as shown on drawing number 806-04.01 prepared by Pennoni Associates, Inc., dated December 6, 1977, and last revised March 21, 1978 and being more particularly described as follows:

BEGINNING at a point in the easterly line of Dogwood Lane (50 feet wide), said point being the southwesterly corner of 1015 Dogwood Lane and being marked by a concrete monument; thence (1) along the southerly line of same North 50 degrees 24 minutes 00 seconds East a distance of 253.16 feet to a point; thence (2) along the easterly line of 1015 and 1013 Dogwood Lane, partly by each North 30 degrees 36 minutes 00 seconds

West a distance of 254.44 feet to a point common to lands of Westtown Township; thence (3) along said lands of Westtown Township North 59 degrees 58 minutes 00 seconds East a distance of 582.63 feet to a point; thence (4) along same South 88 degrees 36 minutes 35 seconds East a distance of 117.33 feet to a point; thence (5) still along same South 37 degrees 21 minutes 35 seconds East a distance of 183.43 feet to a point, said point being the northeasterly corner of 1053 Kerwood Drive; thence (6) along the northerly line of 1053 and 1054 Kerwood Drive, partly by each South 52 degrees 38 minutes 25 seconds West a distance of 508.27 feet to a point, said point being the northwesterly corner of 1054 Kerwood Drive; thence (7) along the westerly line of 1054 and 1056 Kerwood Drive, partly by each South 30 degrees 36 minutes 00 seconds East a distance of 223.78 feet to a point; thence (8) along the northerly line of land of now or formerly Charles H. Graham South 80 degrees 50 minutes 00 seconds West a distance of 180.00 feet to a point, said point being the southeasterly corner of 1019 Dogwood Lane; thence (9) along the easterly line of same North 44 degrees 52 minutes 40 seconds West a distance of 127.40 feet to a point, said point being the northeasterly corner of lot 1019; thence (10) along the northerly line of same South 59 degrees 24 minutes 00 seconds West a distance of 253.16 feet to a point in the easterly line of aforementioned Dogwood Lane; thence (11) along said easterly line of Dogwood Lane North 30 degrees 36 minutes 00 seconds West a distance of 90.00 feet to the first mentioned point and place of beginning.

CONTAINING 5.7851 acres of land.

UNDER AND SUBJECT, nevertheless, to a Declaration of Covenants, Conditions and Restrictions granted to the Commonwealth of Pennsylvania dated July 18, 2005 and recorded at the Recorder of Deeds for Chester County, Pennsylvania in Record Book 6554 Page 145, *et seq.*

BEING the same premises which Westtown Hunt Development Co., Inc., by Deed dated September 24, 1982 and recorded in Deed Book U60 page 158, granted and conveyed unto Westtown Township in fee.

FURTHERMORE, this property, or interest in the property was either acquired with, developed or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources (“Department”). The source of the funds is the Land and Water Conservation Fund Act, 16 U.S.C. §4601-4 *et seq.* (the “Act”), provided through the National Park Service. This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired and/or developed with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land

and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

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

TO HAVE AND TO HOLD the said lot or piece of ground described above with the buildings and improvements thereon erected and the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor, for itself, its successors and assigns, does by these presents covenant, promise and agree, to and with the said Grantee, its successors and assigns, that it, the Grantor, has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or encumbered in title, charge, estate, or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Witness:

WESTTOWN TOWNSHIP

By: _____

STATE OF PENNSYLVANIA :
COUNTY OF CHESTER : SS.

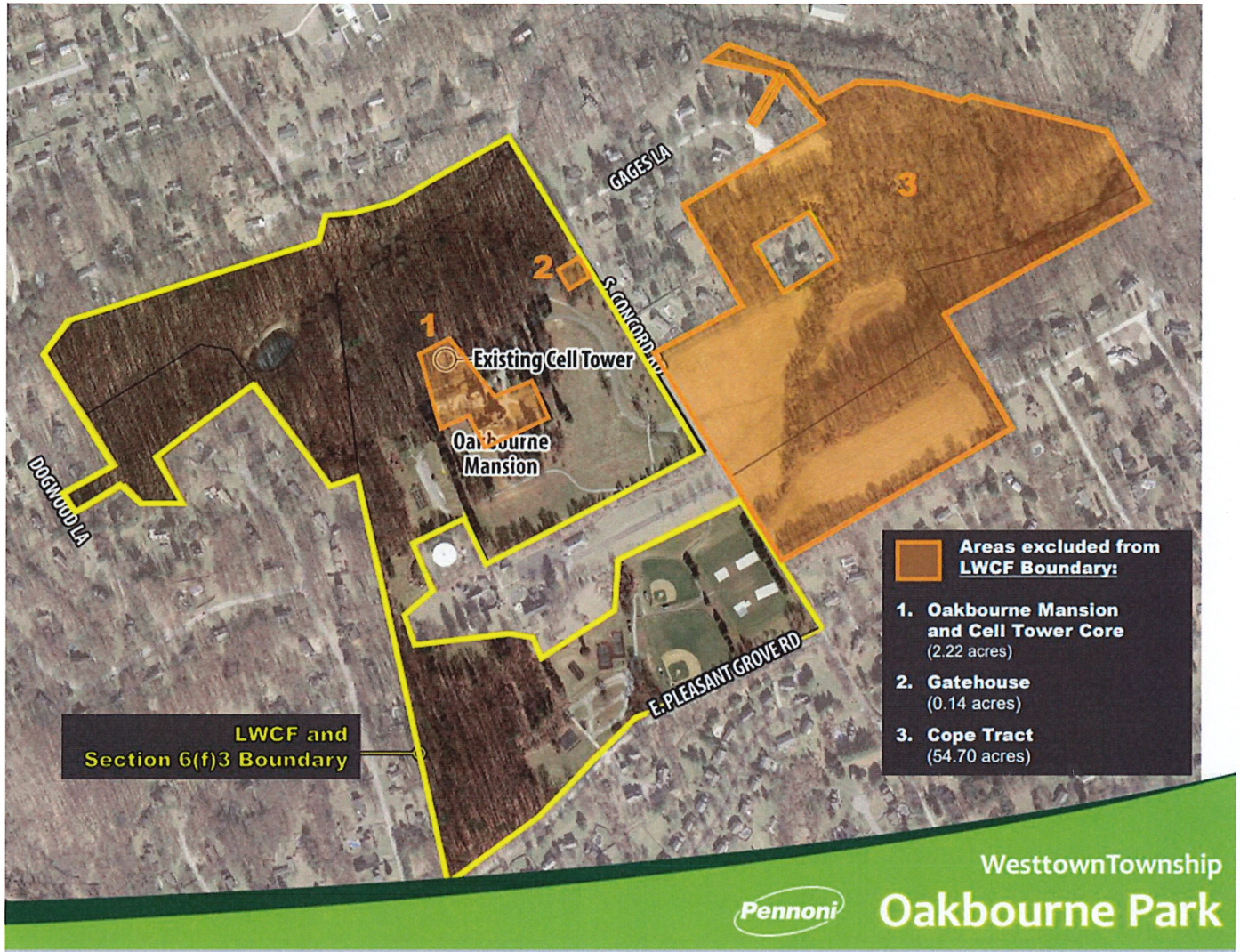
ON THIS, the _____ day of _____, 2022, before me, a notary public in and for said County and Commonwealth, personally appeared _____, who acknowledged himself to be the _____ of Westtown Township, and that he being authorized to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and notarial seal.

I hereby certify Grantee's Address is:

P.O. Box 79
Westtown, PA 19395

Name: _____



Preliminary Official LWCF Boundary Map
 Grantee: Westtown Township (Chester)
 Park Name: Oakbourne Park
 Total Acres 144 LWCF Protected Acres 86.94
 Local Sponsor Signature: *[Signature]*
 Date: 9/22/22
 SLO/ASLO Signature: _____
 Date: _____
 LWCF- 42-0



pennsylvania

DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

BUREAU OF RECREATION AND CONSERVATION

February 18, 2025

Liudmila (Mila) Carter
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

RE: FINAL PAYMENT AND PROJECT CLOSEOUT
Westtown Township (Chester County)
Oakbourne Park – Phase 1A and 1B Development
LWCF 42-01640

Dear Ms. Carter:

This is to notify you that the National Park Service (NPS) has approved the close out of the above referenced project based on a documented total project cost of \$5,807,858 and have authorized final grant reimbursement. The Township was awarded a Land and Water Conservation Fund grant in the amount of \$1,500,000. The Township received previous grant payments totaling \$1,350,000. DCNR will now authorize the final grant reimbursement of \$150,000 to the Township. It is anticipated that you should receive payment in approximately 4-6 weeks.

Please note pursuant to the Land and Water Conservation Fund (LWCF) Act at 54 U.S.C. § 200301 et seq., the requirements for maintaining LWCF assisted sites and facilities in public outdoor recreation use is in perpetuity.

As required by the NPS, post-completion site inspections of the property will be conducted by DCNR staff every 5 years to ensure compliance with program requirements.

Thank you for your partnership on this LWCF grant project. If you have questions or concerns, please contact me at 717.772.3322 or arebert@pa.gov.

Sincerely,

Ashley D. Rebert
Chief, Land Conservation & Stewardship Section
Community Parks & Conservation Division



February 28, 2025

Mila Carter, Township Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395

Dear Mila:

Subject: Contract 24-S1A, Pleasant Grove Force Main Reconstruction

Enclosed please find one (1) copy of the Contractor's "Application for Payment No. 1" for the above subject Contract. As indicated on the enclosed application, Carroll Engineering Corporation is recommending payment in the amount of \$1,499,404.00. All work was completed in accordance with contract requirements and observed by representatives of this office.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

CARROLL ENGINEERING CORPORATION

A handwritten signature in blue ink that reads "Mark Yoder".

Mark Yoder

WNM:cam

Enclosure

cc: Matt Epler, Project Manager, DOLI Construction Corporation (w/Enclosure)
William N. Malin, P.E, Senior Vice President, CEC (w/Enclosure)

Today's Commitment to Tomorrow's Challenges

Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.572.7093	433 Lancaster Avenue Suite 200 Malvern, PA 19355 610.489.5100	101 Larry Holmes Drive Suite 201 Easton, PA 18042 610.989.4940	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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235768_407 Application No 1.docx

www.carrollengineering.com

APPLICATION FOR PAYMENT NO. 1

To: Westtown Township, 1039 Wilmington Pike, West Chester, PA 19382 (OWNER)

From: DOLI Construction Corp., 120 Independence Lane, Chalfont, PA 18914 (CONTRACTOR)

Contract: General

Project: Pleasant Grove Force Main Reconstruction

OWNER's Contract No. n/a ENGINEER's Project No. 23-5768.00

For Work Completed Through: 9/9/24 - 10/30/24

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$1,676,560.00), Net change by Change Orders and Written Amendments (+ or -): (\$ -), Current Contract Price (1 plus 2): (\$1,676,560.00), Total completed and stored to date: (\$1,578,320.00), Retainage (per Agreement): 5% of completed Work, Total Retainage: (\$78,916.00), Total completed and stored to date less retainage (4 minus 5): (\$1,499,404.00), Less previous Application for Payments: (blank), 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): (\$1,499,404.00)

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

February 28, 2025 DATED

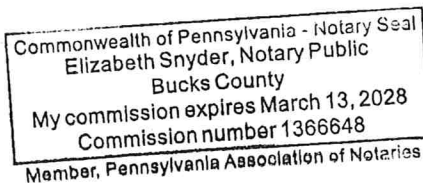
DOLI Construction Corporation CONTRACTOR

State of Pennsylvania County of Bucks

By: [Signature]

Subscribed and sworn to before me this 28th Day of February, 2025

Notary Public Elizabeth Snyder My Commission expires: March 13, 2028



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Carroll Engineering By: [Signature] Date: 2/28/25

Westtown Township By: _____ Date: _____

No.	Description	Unit Of Measure	Quantity	Unit Price	Total	Quantity Installed this Period	Total Quantity Installed	Total Earned
1	18" SDR-35 PVC gravity sewer w/stone backfill, complete in place	LF	66	\$ 203.00	\$ 13,398.00	76.00	76.00	\$ 15,428.00
2	10" DR-11 HDPE force main with two tracer wires installed by horizontal directional drilling, complete in place	LF	6941	\$ 197.00	\$ 1,367,377.00	6911.00	6911.00	\$ 1,361,467.00
3	10" DR-11 HDPE force main with two tracer wires installed by trenching, complete in place	LF	103	\$ 335.00	\$ 34,505.00	173.00	173.00	\$ 57,955.00
4	10" DIP force main, with stone backfill, complete in place	LF	40	\$ 290.00	\$ 11,600.00	20.00	20.00	\$ 5,800.00
5	8" DIP force main, with stone backfill, complete in place	LF	72	\$ 274.00	\$ 19,728.00	105.00	105.00	\$ 28,770.00
6	Gravity sewer manhole, complete in place	LF	2	\$ 5,000.00	\$ 10,000.00	2.00	2.00	\$ 10,000.00
7	Connection to existing manhole, complete in place	EA	1	\$ 4,000.00	\$ 4,000.00	0.00	0.00	\$ -
8	10 HDPE bend, complete in place	EA	3	\$ 400.00	\$ 1,200.00	2.00	2.00	\$ 800.00
9	8" DIP Bends, complete in place	EA	5	\$ 500.00	\$ 2,500.00	7.00	7.00	\$ 3,500.00
10	8" x 10 DI reducer, complete in place	EA	2	\$ 500.00	\$ 1,000.00	2.00	2.00	\$ 1,000.00
11	8" DIP wye, complete in place	EA	1	\$ 1,200.00	\$ 1,200.00	1.00	1.00	\$ 1,200.00
12	HDPE to DIP transition coupling	EA	2	\$ 600.00	\$ 1,200.00	3.00	3.00	\$ 1,800.00
13	8" gate valves, complete in place	EA	2	\$ 2,800.00	\$ 5,600.00	2.00	2.00	\$ 5,600.00
14	Air release/vacuum valve vault, complete in place	EA	3	\$ 16,000.00	\$ 48,000.00	3.00	3.00	\$ 48,000.00
15	Test pit for utility crossing of force main, complete in place	EA	33	\$ 250.00	\$ 8,250.00			\$ -
16	Connection to existing 8" DIP force main, complete in place	EA	2	\$ 8,000.00	\$ 16,000.00	2.00	2.00	\$ 16,000.00
17	Connection to existing 10" PVC force main, complete in place	EA	1	\$ 8,000.00	\$ 8,000.00	1.00	1.00	\$ 8,000.00
18	Temporary paving restoration	LF	539	\$ 18.00	\$ 9,702.00			\$ -
19	Permanent pavement restoration, township roads, complete in place	LF	341	\$ 175.00	\$ 59,675.00			\$ -
20	Base and binder restoration in a state road, complete in place	LF	198	\$ 135.00	\$ 26,730.00			\$ -
21	Mill and overlay, state road, complete in place	SY	266	\$ 35.00	\$ 9,310.00			\$ -
22	High friction surface treatment, complete in place	SY	131	\$ 35.00	\$ 4,585.00	0.00	0.00	\$ -
23	Erosion and sedimentation controls, complete in place	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	1.00	\$ 1,500.00
24	Traffic control, complete in place	LS	1	\$ 6,500.00	\$ 6,500.00	1.00	1.00	\$ 6,500.00
25	Preconstruction video documentation	LS	1	\$ 5,000.00	\$ 5,000.00	1.00	1.00	\$ 5,000.00
WO #1	Dog House Manhole	LS	1	\$ 21,250.00	\$ 21,250.00			\$ -
					\$ 1,697,810.00			\$ 1,578,320.00

Check Register

Westtown Township

28-Feb-25

From: 19-Feb-25 To: 03-Mar-25

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
18445	2/19/2025	222	Brandywine Valley SPCA	\$748.00	O
18446	2/19/2025	7191	Code Inspections Inc	\$17,189.46	O
18447	2/19/2025	31	Gawthrop Greenwood, Attorn	\$15,049.18	O
18448	2/19/2025	127	In-Fleet Truck Service	\$1,149.28	O
18449	2/19/2025	5601	Westtown School	\$51,619.60	O
18450	2/19/2025	5601	Westtown School	\$126,547.55	O
18451	2/19/2025	7	Westtown-East Goshen PD	\$37,959.73	O
18452	2/24/2025	6038	Cedarville Engineering Group	\$20,180.95	O
18453	2/24/2025	6038	Cedarville Engineering Group	\$6,825.65	O
18454	2/24/2025	543	Chester County Treasurer	\$1,192.36	O
18455	2/24/2025	543	Chester County Treasurer	\$1,027.93	O
18456	2/24/2025	7223	Commonwealth of Pennsylvani	\$1,000.00	O
18457	2/24/2025	7185	Eastern Salt Company Inc	\$18,719.35	O
18458	2/24/2025	48	H. A. Weigand Inc	\$195.00	O
18459	2/24/2025	153	Rothwell Document Solutions	\$1,022.07	O
18460	2/24/2025	7	Westtown-East Goshen PD	\$364,552.01	O
			Bank Total:	\$664,978.12	
Bank Account: 8 Enterprise Fund - Univest					
1773	2/26/2025	5666	M&B Environmental, Inc.	\$2,623.55	O
1774	2/26/2025	1164	Univar Solutions USA, Inc.	\$3,096.19	O
1775	2/26/2025	357	W. G. Malden	\$2,049.60	O
1776	2/26/2025	61	West Goshen Township (WW)	\$93,202.89	O
1777	2/26/2025	61	West Goshen Township (WW)	\$81,865.57	O
			Bank Total:	\$182,837.80	
Bank Account: 18 Capital Project Fund Univest					
1406	2/24/2025	6038	Cedarville Engineering Group	\$1,500.00	O
1407	2/24/2025	1000479	Haverford Systems	\$9,897.18	O
			Bank Total:	\$11,397.18	
Bank Account: 19 ARPA Funds					
107	2/26/2025	406052	Pennoni	\$19,250.00	O
			Bank Total:	\$19,250.00	
			Total Of Checks:	\$878,463.10	