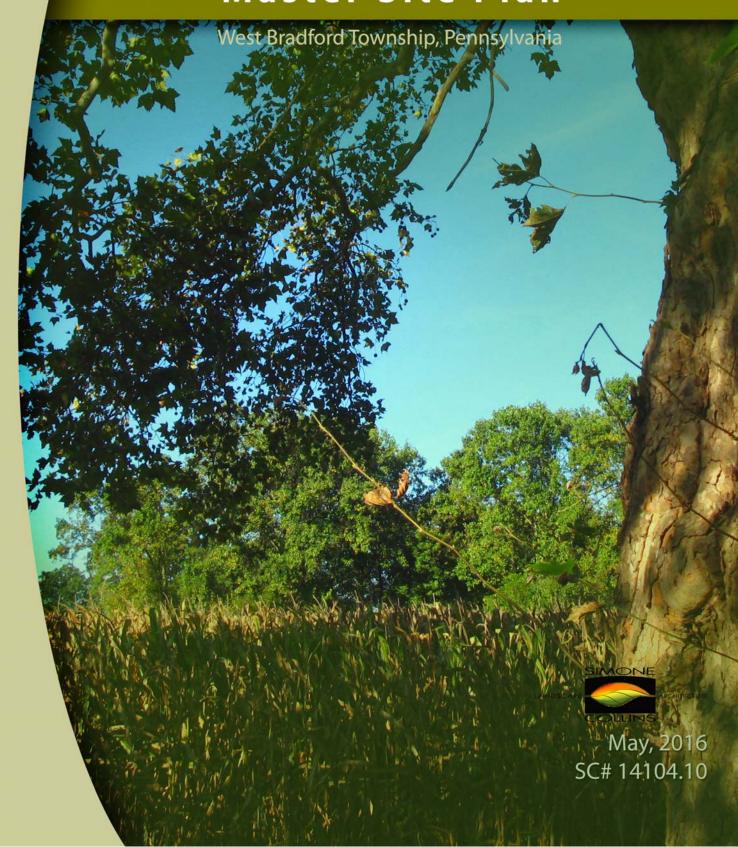
# **Lieds Park**

The state of the s

# Master Site Plan



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# LIEDS PARK MASTER PLAN

#### PREPARED FOR:

West Bradford Township 1385 Campus Drive Downingtown, Pennsylvania 19335

#### STUDY COMMITTEE

Mr. T. Andrew Egan-Township Resident
Ms. Abbie Kessler-Township Resident
Ms. Lauren Klein- Township Resident
Mr. Christopher Park- Township Resident
Ms. Maripat Rhood- Township Resident
Ms. Trudi Schmidhausler- Township Resident
Mr. Vince Visoskas- Township Resident
Ms. Janie Baird- Ex-Officio Member
Ms. Ramsey Reiner- Township Codes Clerk
Mr. Mike Euler- Township Parks Director

#### **BOARD OF SUPERVISORS**

Bruce W. Laverty- Chairman Mark J. Blair- Vice Chairman Jack M. Hines, Jr.- Member

#### FUNDED IN PART BY:

A grant from the Community Conservation Partnerships Program, Keystone Recreation, Park and Conservation Fund under the administration of the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation



#### PREPARED BY:

Simone Collins Landscape Architecture E.B. Walsh & Associates





SC#: 14104.10 MAY, 2016

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WEST BRADFORD TOWNSHIP, CHESTER COUNTY

# CHAPTER 1: PROJECT INTRODUCTION

# Master Plan Goals & Objectives

Generally, the goal for the Lieds Park master plan is to develop a plan that meets the needs of Township residents and compliments the other facilities in the West Bradford park system. Lieds Park is a unique park site in the West Bradford system due both to its attributes and also due to its proximity to other open space, municipal, historic and undeveloped lands.

# **Lieds Park Site History**

The Lieds Park parcel was purchased from the Pennsylvania State Department of General Services in the 1990's by West Bradford. Originally, the parcel was not specifically designated for use as open space. The Township entered into an agreement with the Pennsylvania Department of Central Services and the Pennsylvania State Police to build a barracks building on site and lease it to the Commonwealth of

Pennsylvania. The Township also leases a small portion of the property for a cell phone tower to Chester County (both lease agreements can be found in the appendix of this report).

Adjacent to the Lieds Park Parcel are several sites with cultural or historic significance including a potter's field, the former Embreeville State Hospital site, and the Stargazer's Stone.

Currently the Park site is used for feed corn production. The farmer leases the property through a year to year, at-will lease.

The Lieds Park parcel has since been identified for development as the third community park serving West Bradford's growing population.

# LIEDS PARK MASTER PLAN GOALS & OBJECTIVES

- Respect, preserve, and enhance the natural features and systems of the Park.
- Provide for a variety of recreational activities and programs at the Park.
- Maintain the security and safety of the State Police Barracks that occupies part of the site.
- Provide safe site access for all users.
- Maintain desirable views from the Park while respecting the privacy of the adjoining residential properties.
- Identify sustainable design principals and materials to be incorporated into the site master plan.
- Plan for immediate and future trail connections to nearby open space, recreational and historic resources.
- Minimize and mitigate any negative effects to the site that may result from construction of Park improvements.

# **Regional Context**

West Bradford Township is located in southeastern Pennsylvania in historic Chester County and was incorporated in 1731

Geographically in the center of Chester County, West Bradford shares its borders with seven other municipalities:

- Caln Township
- East Bradford Township
- Pocopson Township
- Newlin Township
- East Fallowfield Township
- Downingtown Borough

The Township is located in the vicinity of several important transportation routes including: Route 100, Route 202, Route 30, and the Pennsylvania Turnpike. Major roadways within West Bradford Township are PA 162 and US 322. Large scale commercial and industrial uses are not prevalent in the Township. The historic rural and agrarian landscape of West Bradford Township still dominates, however the landscape is slowly becoming more suburban.

# Municipal Parks and Recreation System

"Our underlying philosophy is that every municipality should assume a direct role in ensuring the conservation of notable open space resources. Such areas can be made available for passive recreation while protecting critical natural features. The Township role may involve the implementation of restrictive ordinances, direct land acquisition, and advocacy of conservation efforts on the part of others." – West Bradford Township Parks and Recreation Mission Statement

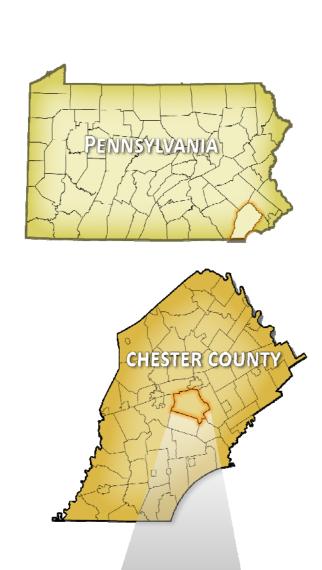




Figure 1.1 Regional Location Map

West Bradford maintains several parks, preserves, and open space within the Township. The West Bradford Township Parks Department manages facilities and monitors Township recreation requirements, and acts as a link to the recreation providers, such as the West Bradford Youth Association (WBYA), who run sports leagues for the residents of West Bradford Township.

Several groups and organizations provide recreational opportunities to the residents of West Bradford Township including:

- Downingtown Area School District (DASD)
- Downingtown Area Recreation Consortium (DARC)
- West Bradford Youth Athletics (WBYA)
- West Bradford Township Recreation Commission

The WBYA maintains a 20 acre youth recreation complex on the former Embreeville State Hospital

Land that provides a majority of the Township's active recreation fields. Due to future potential development, the use of these lands for active sports fields may soon end.

West Bradford Township currently maintains (2) community parks: Broad Run Park (29 acres) and Shadyside Park (31.7 acres). Lieds Park is slated to be West Bradford's third community park.

In addition to the community parks, West Bradford maintains three (3) smaller neighborhood parks, these include: Beacon Hill Park (12.5 acres), and Campus Park (10.9 acres). Two other neighborhood parks can be found at West Bradford Elementary School and Bradford Heights Elementary School. The parks at West Bradford Elementary and Bradford Heights Elementary are characterized by paved areas with field games, basketball goals, swing sets and playgrounds. Both are maintained by the Downingtown Area School District.

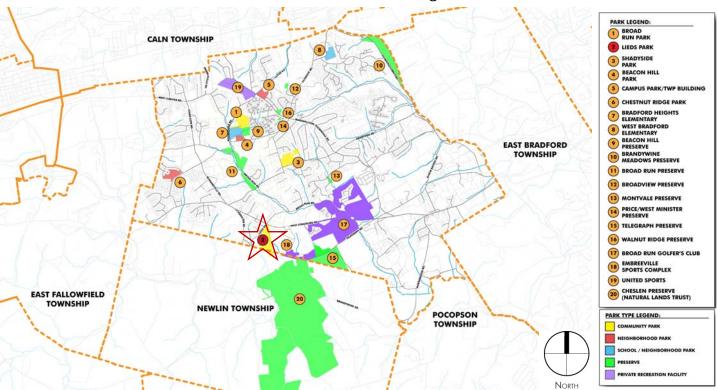


Figure 1.2 West Bradford Township Area Parks



The start of the Brandywine Meadows Trail

A large percentage of the Township's public land area can be classified as 'open lands'. These open lands make up 14% of West Bradford's land use. Not all of the open land is publically owned. Open lands are spread throughout West Bradford Township and are important to preserving the rural character of the Township. According to the Township's Greenways and Open Space Plans no development or active recreational activities are allowed on preserves or greenways.

The Preserves and Opens Spaces that West Bradford maintain include: Beacon Hill Preserve (11.3 acres), Brandywine Meadows Preserve (70.6 acres), Broad Run Preserve (49.4 acres), Broadview Preserve (2.6 acres), Montvale Preserve (2.8 acres), Price Preserve (8.2 acres), Telegraph Preserve (177 acres), Walnut Ridge Preserve (1.4 acres), and Westminster Preserve (3.7 acres).

Additional parcels are owned or preserved by The Brandywine Conservancy, Natural Lands Trust, and Chester County Agricultural Land Preservation Board. The majority of these conservation easements do not allow for access by the public. The Natural Land Trust

owns 1,834 acres of preserved lands located in the eastern part of West Bradford Township. The 571 acre Stroud Preserve is along the eastern border of the township and is accessible to the public. In close proximity to Lieds Park is the 1,263 acre ChesLen Preserve, which is located in Newlin Township and near the southern border of West Bradford Township.

# **Demographics**

West Bradford Township experienced its most rapid growth from 1970 to 1980 with the population more than doubling during that period (see Table 1.1). This growth slowed in the 2000 census. The most recent census conducted in 2010, showed there were 12,376 residents of West Bradford Township a 14.9% increase in the Township's population growth over the 10 year period.

The current population density is 665.4 people per square mile. The Township's projected 'build out' will equate to roughly 800 people per square mile. The Delaware Valley Regional Planning Commission projects that West Bradford Township will have 16,155 residents by 2040. With this projected growth it is very important that the Lieds Park site

Table 1.1: Historical Population Growth				
Census	Population	% Change		
1930	1,558			
1940	1,367	-12.3%		
1950	1,530	11.9%		
1960	1,894	23.8%		
1970	2,996	58.2%		
1980	7,343	145.1%		
1990	10,406	41.7%		
2000	10,775	3.5%		
2010	12,376	14.9%		

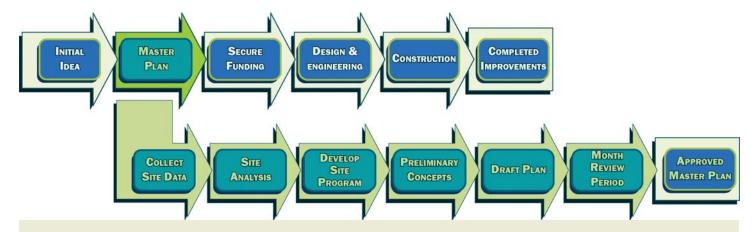


Figure 1.3 Master Plan Planning Process

master plan takes into account the needs of these future residents.

The 2010 census also found that there were 4,126 households and 3,449 families. The average housing density within the Township is 226.7 dwelling units per square mile.

The Master Planning Process

Figure 1.3 shows Master Planning as an early step in the process of creating a new recreational facility. The Lieds Park Master Plan study is a process to create a consensus for capital improvements, facilities and programs at Lieds Park. A master plan provides estimates of probable costs for improvements and outlines a strategy for phasing. Potential funding sources for these improvements are also identified.

A master plan is a living document that provides guidance for park development. The plan must be flexible enough to adapt to the future needs of the Township.

Following the completion of the Master Plan, the steps toward construction are to identify and acquire funding for the first phase of capital improvements. Once these funding sources are identified and

funding is acquired, detailed design, engineering and construction documents can be completed. The construction documents are then publicly bid and a contract is awarded to a contractor for the construction of the first phase of capital improvements. This process is repeated for subsequent development phases.



View to the playground in Broad Run Park

# **Public Participation Process**

In late 2014, West Bradford Township selected Simone Collins Landscape Architecture (SC) and E.B. Walsh & Associates, Engineers to lead the master planning and public participation process for Lieds Park. A project Task Force comprised of residents and Township Staff was assembled to help direct and inform this process. Simone Collins worked with the Township Staff and the Task Force to tailor the public participation process to the specific project needs. Community input and support is extremely important to a successful master plan; because of this it is critical for the planner, task force, and Township to hear citizen's observation, needs, and their vision(s) for the park and to incorporate this information into the final master plan.

The public participation process for Lieds Park included (4) public meetings, (6) Task Force meetings, and (10) key person interviews. All Task Force meetings were open to the public. Table 1.2 lists the meeting schedule of the project. Meeting

notes and attendance sheets for all of the meetings can be found in the appendix of this report.

The first Task Force and public meetings focused on cultivating information and developing the park program. Brief presentations by the consultants reviewed the Park's site features via photographs and analysis mapping. This information familiarized the attendees with the Park site. These initial presentations were followed by brainstorming sessions where participants were asked for their ideas for the Park.

The Public meetings were followed by a Task Force work session where the composite site analysis and the initial site concepts were reviewed. A second public meeting was held to present the initial concepts and solicit the public's feedback on the concepts. Another Task Force work session was held to review the public's feedback and to decide on revisions to create a Draft Park Master Plan.

The draft master plan was presented to the Task Force and public. A month long review period was

TA	ABLE 1.2: PROJECT SCHEDULE	
Monday, October 5, 2015	Task Force Work Session #1	Park Programming
Monday, October 26, 2015	Public Meeting #1	Park Programming
Monday, December 7, 2015	Task Force Work Session #2	Park Conceptual Plan Review
Sunday January 17, 2016	Task Force Site Visit	Site Walk
Monday, January 25, 2016	Public Meeting #2	Alternative Concepts
Monday, February 1, 2016	Task Force Work Session #3	Pre-Draft Plan Review
Monday, March 14, 2016	Public Meeting #3	Draft Plan Presentation
Monday, March 14, 2016	Task Force Work Session #4	Draft Plan Presentation
Monday, May 2, 2016	Task Force Work Session #5	Final Plan Presentation
Monday May 23, 2016	Public Meeting #4	Final Plan Presentation

held prior to the next Task Force meeting. Revisions based on public and DCNR input was made. The final master plan was presented at the fourth public meeting.

# Data Collection and Methodology

Information for the Base Map was compiled using the best available information. This information included: Geographic Information System (GIS) mapping, tax maps, aerial photography, and information gathered from previous and ongoing planning efforts.

E.B. Walsh prepared a detailed site topographic survey that included wetland boundary mapping and a vegetation survey. The site survey was developed during the last half of the planning process and the final master plan incorporated this more detailed information.

Programming information was derived from multiple sources and methods including reports and documents provided by West Bradford Township.



# CHAPTER 2: SITE INVENTORY AND ANALYSIS

# General Park Description

Lieds Park is a 56 acre parcel located along the southern boundary of West Bradford Township. The Park is bounded by Lieds Road to the west and West Strasburg Road to the north.

The site borders the former Embreeville State Hospital property along the eastern property boundary.

The physical features of the site includes gently rolling terrain, large open fields, an unnamed tributary of the Brandywine Creek and an exceptional Sycamore tree specimen.

The site has a history of agricultural use; most recently for feed corn. The extreme southern 5 acre portion of the park site lies within Newlin Township.

# **Buildings and Structures**

The northern end of the property contains the Pennsylvania State Police Barracks and a cell phone tower. No other permanent structures exist on the property.

# Zoning

Lieds Park is zoned as IM-Institution / Mixed use. A public park is a permitted use in this district. The southern parcel, which lies in Newlin Township, is within the Flexible Rural Development Regulations Zoning District. According to the Newlin Township Zoning Ordinance the whole Township is under these regulations. A public park or recreation area is a permitted use under the Flexible Rural Development Regulations.







Figure 2.1 Lieds Park Site

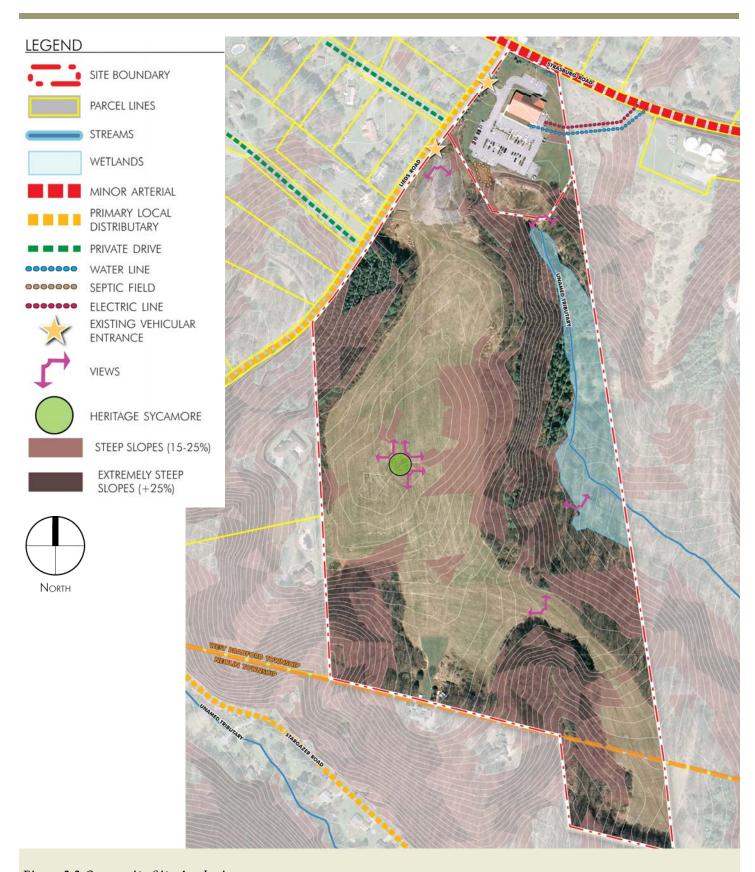


Figure 2.2 Composite Site Analysis

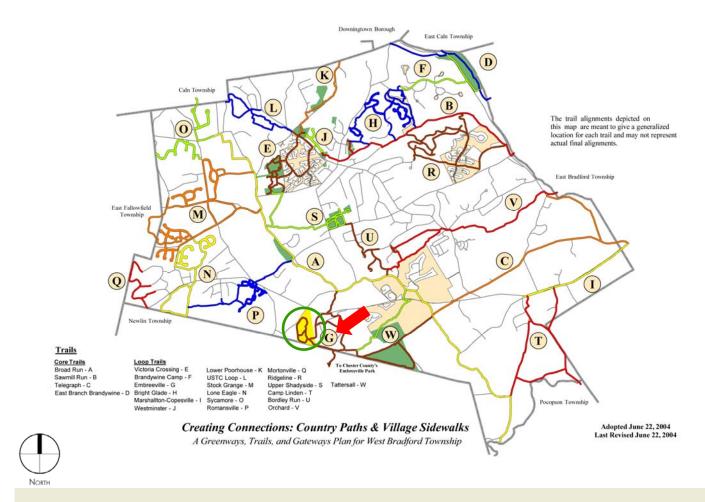


Figure 2.3 West Bradford Township Proposed Trail Alignments (from Creating Connections: Country Paths & Village Sidewalks) "G" is the former Embreeville Hospital Site. Lieds Park is to the west (left) with the green circle

# Easements, Covenants, and Restrictions

The northern part of the Lieds Park parcel houses the State Police Barracks and a cell phone tower.

West Bradford owns the building and the land for the State Police Barracks which are leased to the State of Pennsylvania. The land and building are leased to the State for an initial period of 10 years (until 2016) with the option for two (5) year renewals.

The Lieds Park parcel is deed restricted to municipal uses only.

The cell phone tower area is leased to Chester County for 10 years.





Figure 2.4 Soils Map

#### **Pedestrian Circulation**

Currently there are no official trails on the Lieds Park parcel. Initial site reconnaissance performed by Simone Collins did reveal several well defined and used game trails.

Lieds Park is used by equestrians as a connection from the north to the ChesLen Preserve since the shoulders of Lieds Road are narrow.

Lieds Park is identified in West Bradford Township's Greenways, Trail, and Gateways Plan as an activity center that should be linked to the county wide trail system. Additionally, the Embreeville Sports Complex (on the Embreeville Hospital Site) is identified as an activity center. The Embreeville Loop trail is planned to connect Embreeville Center to the ChesLen Preserve, Lieds Park and the Telegraph Preserve (see Figure 2.3).

Because of these important connections, the Embreeville Loop Trail is rated as a high priority in the Greenway and Trails Plan.

#### Infrastructure and Utilities

Lieds Park is well connected to the public utility infrastructure. The site has access to public water, a septic system, and electricity. Public water would be accessed from the water main along Strasburg Road. Water service will be extended to three large pavilions and the restroom facility. The proposed restroom includes heat and insulation to insure that the restroom is accessible and usable during the winter months. Electricity is available along Lieds Road. Electrical service will be extended to the playground and the amphitheater

# Geology and Soils

The major rock formation below the Lieds Park is Peter's Creek Schist. Peters Creek Schist is a Chloritesericite schist containing interbedded quartzite dating to the lower Paleozoic Era.

The following soils exist on the Lieds Park site (see Figure 2.4):

GgB- Glenelg Silt Loam, 8-15% Slopes-

This series of soils consists of very deep, well drained soils formed in residuum weathered from micaceous schist on uplands of the Blue Ridge and the Northern Piedmont. Slopes range from 8 to 15%. Saturated hydraulic conductivity is moderately high in the subsoil and moderately high in the substratum. The thickness of this series typically ranges 18 to 35 inches with the depth to bedrock is 6 to 10 feet. Stone content ranges from 0-5%. The pH ranges strongly acid to slightly acid.

GIB- Glenville Silt Loam, 3-8% Slopes

Glenville Silt Loam consists of very deep moderately well drained or somewhat poorly drained soils. They formed primarily in colluvium or residuum affected by soil creep that is weathered from phyllite, micaceous schist gneiss and other acid crystalline rocks. Slopes range from 3 to 8%. Saturated hydraulic conductivity is moderately low to moderately high. The thickness of this series ranges from 30 to 40 inches. Depth to bedrock is more than 50 inches. Rock fragments of phyllite, schist, gneiss or quartzite generally increase with depth. Some soils in this series have flakes of mica that increase in frequency at greater depths. The pH of the soil is neutral to very strongly acid through all horizons.

MaB- Manor Loam, 3-8% Slopes

MaC- Manor Loam, 8-15% Slopes



Figure 2.5 Elevation Map

MaD- Manor Loam, 15-20% Slope

The soils of the Manor series are coarse-loamy, micaceous, mesic typic dystrochrepts. They are deep and well drained and are found on hilltops and broad side slopes on the uplands. They formed in residuum from mica schists and quartzite. Slopes range from 3 to 20%. Manor soils are generally better drained than the Glenville Series. The soil thickness ranges from 16 to 24" with the depth to bedrock at 60". The content of coarse fragments ranges from 0 to 30% throughout. PH ranges from strongly acid to neutral throughout.



Figure 2.6 Slope Analysis Map

# **Topography**

Lieds Park falls within the Piedmont Plateau of the Appalachian Highlands. The Appalachian Highlands are characterized by gently rolling topography that stretches from New York to Georgia. The 'fall line' demarking the transition from the Piedmont to the Coastal Plain is located 15 miles south of the Township.

The site topography represents these characteristics very well. The site ranges in elevation from 300 feet to 455 feet above sea level (See Figure 2.5 Site Elevation Map) with slopes ranging from five to fifteen

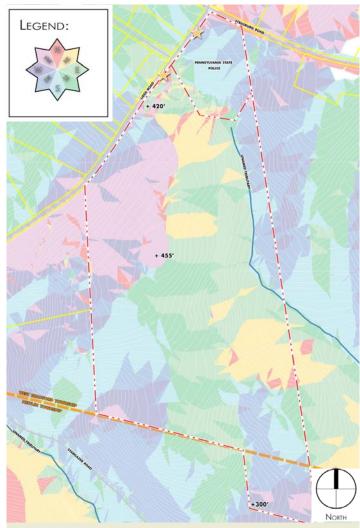


Figure 2.7 Slope Aspect Map

percent (5-15%). The site also contains areas of steep slope (greater than 20%) as defined by West Bradford Township's Zoning Ordinance (See Figure 2.5 Slope Analysis Map).

A ridge runs from north to south along the middle of the site. The ridge splits the site into mainly east and west facing slopes. The western part of the site faces primarily north while the eastern part of the site faces mainly south to south east. (See Figure 2.7 Slope Aspect Map)

# Hydrology

West Bradford Township falls entirely in the Brandywine Watershed, draining into both the East and West Branches of the Brandywine and Broad Run Creeks. Chester County has an average of 46 inches of precipitation a year. All surface waters in the Brandywine watershed are subject to water quality criteria and regulations set forth by the Pennsylvania Department of Environmental Resources.

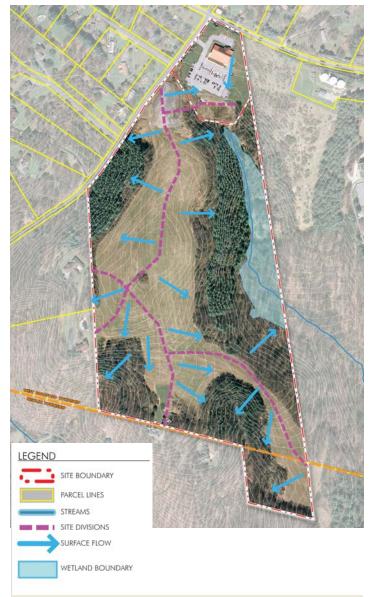


Figure 2.8 Hydrology Map



Unnamed Tributary along the eastern property boundary

The Peters Creek Schist formation under the Lieds Park site can provide anywhere from 5 to 45 gallon per minute flow rates from groundwater. The unnamed tributary's flow seems to come primarily from groundwater. This unnamed tributary is classified as a first order stream and is a tributary of the West Branch of the Brandywine Creek. There is a minimum 150' buffer surrounding the tributary as defined by the Pennsylvania Department of Environmental Protection. Structures such as boardwalks or observation decks are not allowed. An earth hiking trail is allowed within the boundary.



View uphill to the Sycamore tree



View to the cell phone tower on the northern part of the property.

In the West Bradford Township Greenways, Trails, and Gateways Plan, one of the Goals and Objectives is to name unnamed streams to help promote identification and ownership. This would be a great way to create an identifying feature at Lieds Park.

Lieds Park can be split into six (6) watersheds along the major ridgelines. The largest eastern watershed drains into the Unnamed Tributary while the other drainage areas run off toward adjacent properties.

#### Wetland Delineation

The wetlands surrounding the unnamed stream should be protected, preserved and enhanced. In the Pennsylvania Natural Diversity Inventory (PNDI) report the US fish and Wildlife Service requests that any development be kept 300' away from the wetland border.

The Lieds Park property was surveyed and site wetlands were delineated. A Pennsylvania Natural Diversity Inventory Environmental Review (PNDI) was also submitted. The PNDI receipt is contained in the appendix of this report.

The Pennsylvania Department of Conservation and Natural Resources concluded that there would be no impact anticipated with park development. The Pennsylvania Field Office of the United State Fish and Wildlife Service concluded that the Lieds Park project is within the known range of the bog turtle (*Clemmys muhlenbergii*), a federally threatened species.

A Bog Turtle survey determined that none of the wetlands or water features identified on the site had the combination of suitable vegetation, deep mucky soil, and suitable hydrology to support bog turtles. The full report is in the appendix of this report.

# Vegetation

The Lieds Park property is comprised of open fields that are currently used for farming and swaths of evergreen forests and hardwood forests. Arguably, the most important tree on site is the heritage sycamore near the Park's highest point. There are two large groups of evergreens. One along the western



Lieds Park's gently rolling topography



View south down Lieds Road from proposed driveway location



The relatively level northern end of the Park Site

property boundary and the other on the northeastern part of the site. The majority of the woodlands on the rest of the site are open, and composed of hardwood trees. Within the wetland, healthy communities of understory plants are found.

A prior PNDI report identified the *Rotala ramosior* (Tooth Cup), a Special Concern Species, on the site. A vegetative study conducted by the consultant team of the site showed that this species of concern is not currently found on the site.

#### Visual Resources

The site possesses dramatic views of rolling terrain from the high point on the site. The heritage Sycamore sits near the site's high point providing a visual reference from almost anywhere in the Park.

Views along the Unnamed Tributary are scenic with ferns and native vegetation.

#### Wildlife

The Park's wildlife is typical of the forest and open meadow communities of Southeast Pennsylvania. A Pennsylvania Natural Diversity Inventory (PNDI) search was conducted for the Lieds Park Site. Due to the generally passive nature of Lieds Park and the limited site work proposed in proximity to the existing wetlands, no major impacts to wildlife are anticipated. A copy of the PNDI receipt can be found in the appendix.

# Opportunities and Constraints

Lieds Park has many opportunities and constraints.

One constraint is the Pennsylvania State Police
Barracks on the northern end of the site. The
Barracks should be visually separated from the rest of
the site in order to maintain site security and to
clearly separate the park area from the police
barracks. The State Police Barracks existence does
provide several positives for the park. New park
buildings and infrastructure can access utilities on
the Police site. Also, the presence of Police on-site will
add to the security of the Park.

The Park offers many opportunities with the gently rolling terrain, central high point, hydrology and natural systems. The Park's flatter northern half can easily be graded to accept an open play field and a parking area. The northern part of the property is also the best location for a new driveway entrance into the Park from Lieds Road.

The heritage sycamore near the Park's high point can be found almost exactly in center of the property. This central location provides for 360 degree views around the Park and surrounding terrain. Since the high point

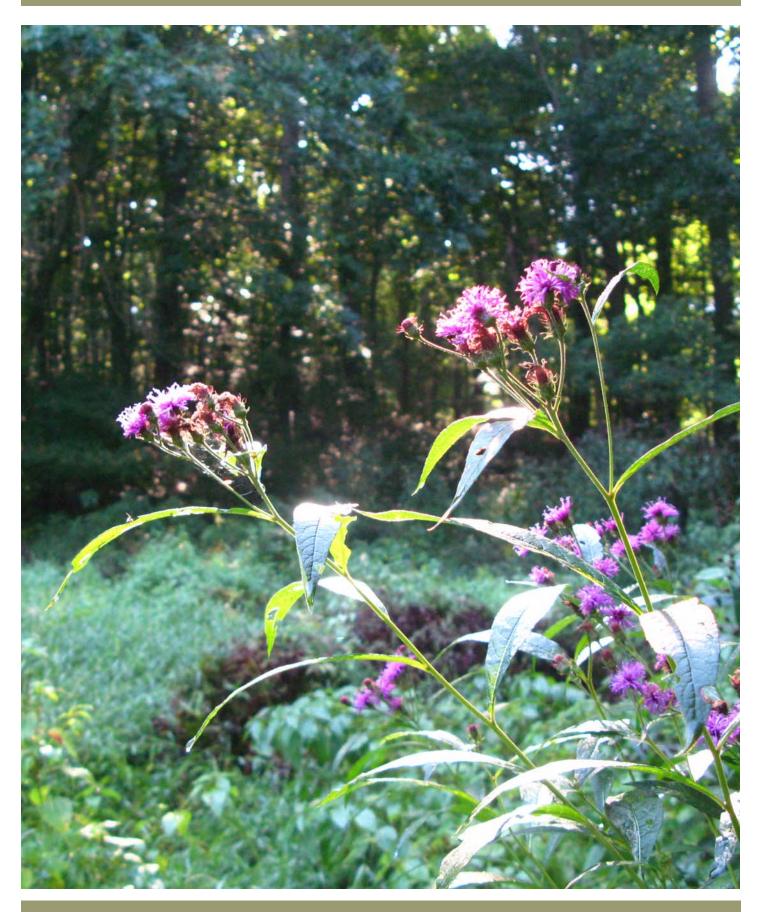
Lieds Park abuts Newlin Township's Mason-Dixon Park along its' southern property line

is located in the middle of the site, the sycamore serves as an orienting feature of the Park.

The southern portion of Lieds Park is characterized by sloping terrain. Typically sloping terrain is a constraint for use as a play field or active sports field. The southern portion of the site is most suited to hiking trails and trail connections to Newlin Township and the ChesLen Preserve.

The Park's western property line is gently sloping and could possibly be suited for open fields for unstructured play. The southwestern bit of the Lieds Park site is forested and composed almost entirely of steep slopes.

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# CHAPTER 3: MASTER SITE PLAN

## Anticipated Level of Use

As a unique site in the West Bradford Township Park system, Lieds Park is anticipated to receive a relatively high level of use. The master plan includes an open play field, playgrounds, walking trails, an amphitheater, and a 60-space parking area. The Park is designed to accommodate daily use and occasional special events.

# **Design Considerations**

The Lieds Park master plan must address many different design considerations.

#### Township Ordinances and Planning Studies

A trail is defined in the Township's zoning ordinance as a right of way containing a marked or beaten path, whether paved or unpaved, for pedestrian, equestrian, or bicycle use. Trail design is addressed in Section 385-47 of the Township Zoning Ordinance. The Lieds Park master plan will follow these requirements.

Park design is not specifically addressed in the municipal ordinances.

The Township Comprehensive Plan and the Greenways and Trails Master Plan for West Bradford Township were reviewed. The trail development recommendations from the plans were considered in the preparation of this master plan.

#### **ADA Accessibility**

Public recreation improvements must be designed in accordance with the most recent edition of the ADA Accessibility Guidelines for Buildings and Facilities. The most recent version of the ADA Accessibility Guidelines for Buildings and Facilities can be found at: http://www.ada.gov.

Additional guidelines have been developed to provide guidance for outdoor recreation facilities including trails. These guidelines can be found at: http://www.access-board.gov/guidelines-and-standards/recreation-facilities

The master plan report includes a map illustrating accessible areas of the Park.

#### **Trail Facilities**

One key opportunity for Lieds Park is creating trail connections both within the Park and to open space and recreation destinations in the area. It is critical to consider how these trail connections will function

Table	3.1: Tattersall-Embreeville Loop	
	Trail Characteristics	

Trair Characteristics				
Function	Use varies with trail characteristics	Local		
Surface	Grass, concrete, crushed limestone mulch or asphalt			
Width	8' ideal	4' minimum		
Grades	10% max	<5%		
Sightlines	50' min	200' ideal		
Curve Radii	25' min			
Vertical Clearance	10' min			
Side Clearance Zones	2' per side minimum	4' per side idea		
Trail Base	Varies			
Parking	Should occur at existing parks			
Restrooms	Should be provided at existing parks unless other specific needs are identified			
Trash & Recycling Cans	Should be place at trailheads			

Trail design criteria taken from West Bradford Township, Creating Connections: Country Paths & Village Sidewalks A Greenways, Trails, and Gateways Plan The Tattersall-Embreeville Greenway is a link to the Tattersall Golf Course and the Embreeville Complex and it has been identified in County and Township planning documents. Additionally Lieds Road is identified as a Chester County Bikeway for an intermediate cyclist, linking Stargazer Road to Broad Run Road. Linking both of these routes to Lieds Park is important.

There are many resources that address safety, aesthetics and accessibility of trails. These include:

Guide for Development of Bicycle Facilities, American Association of State Highway and Transportation Officials (AASHTO), 1999

Trails for the Twenty-First Century: Planning, Design, and Management Manual for Multi-Use Trails, Rails to Trails Conservancy (RTC), 1993

Statewide Bicycle & Pedestrian Master Plan, Bicycling & Walking in Pennsylvania – A Contract for the 21st Century: Bicycle Guidelines, Commonwealth of Pennsylvania Department of Transportation.

In addition to these sources the Township has outlined loop trail characteristics for the Tattersall-Embreeville Trail Loop:

#### Native Plan Material & Invasive Plant Removal

The use of native plants supports the vision of enhancing the natural ecosystems in the Park. The planting design for the Park should include canopy and understory trees; shrub and herbaceous plant understory; and meadow reestablishment. Habitat restoration in some areas of the site should include native plant buffers and screen plantings. Native plant materials can create an attractive landscape that will help reduce long-term maintenance costs. Native plants are generally resistant to most pests and diseases and once established, require little or

no irrigation or fertilizers. In addition to the above benefits, native plants provide food and habitat for indigenous fauna.

Disturbed lands and farm fields often allow invasive plant materials to establish on a site. As outlined in the Township's Comprehensive Plan, a program for controlling invasive plant species within the Park should be undertaken. The Township should seek to replant these areas with native plants. This is a labor intensive task, ideally suited for volunteers, including school or scout groups.

#### Sustainable Materials

Choices in site materials have the potential to affect the health of a site's ecosystem as well as the larger environment as a whole. Every material has a life cycle: raw materials / natural resources, product



Signage to educate trail users on proper trail etiquette is essential to creating a safe trail system.

manufactured, and delivery for use. Closer consideration of the sustainability of a materials life cycle can have far reaching benefits. Sustainable material practices include (SITES, 2014):

- Re-use of existing site materials.
- Purchase local and sustainably-produced plants and materials.
- Consider the full life cycle of materials.
   Consider the end life of a product. Can it be deconstructed and re-used?
- Work towards zero net waste in demolition, construction, and management.

#### Best Management Practices (BMP's)

Developed by the Pennsylvania Department of Environmental Protection (PADEP), The Pennsylvania Handbook of Best Management Practices for Developing Areas offers numerous solutions for handling on-site stormwater. Best Management Practices (BMP's) that might be implemented at the Park can include: protect and restore riparian/forest buffers; protect / utilize natural stormwater flow runoff direction; habitat restoration; soil amendments; native tree planting; berms that help detain and infiltrate stormwater; rain gardens; bioswales; and the use of porous surfaces in the parking areas, or trails. These facilities require site-specific soil tests to determine site suitability and the infiltration rates of the existing soils.

Incorporation of these BMPs into Park development will have a direct positive impact on preserving and enhancing water quality. The opportunity for education exists through the placement of interpretive signage to educate Park visitors about watershed water quality and how BMP's can positively impact all sites.

#### **Construction Permits**

The Township regulates all construction, including earth grading activities. Certain projects require Grading Permits & Erosion & Sedimentation Control plans. The development of the Park must conform to the municipal permits and land development process application process. Necessary permits and approvals for regulated earth disturbance activities from the Chester County Conservation District or appropriate PA DEP regional office must be secured by the Township.

Construction projects that involve the disturbance of more than one acre of earth will require a National Pollutant Discharge Elimination System (NPDES) permit. The permit is a federal requirement that is administered at the state level with the overall goal to improve water quality.

The permit plans are divided into two (2) parts. All project phases must comply with the stipulations of PA Code Chapter 102, Erosion and Sediment Control and are reviewed and approved by the local Conservation District. The Erosion & Sedimentation Pollution Control plans (ESPC) are to be implemented by the contractor throughout construction until the site is stabilized by permanent plant growth. A second part of the NPDES permitting process is proposed stormwater management areas. The Post Construction Stormwater Control Plans (PCSC) are designed to manage stormwater for the 2-year storm event with the goal of infiltrating it into the ground. BMP facilities are to be constructed during the project and maintained by the site owner for the life of the improvement.

In some cases, local conservation districts will waive NPDES requirements for trail projects that disturb slightly more than 1 acre of land. Conservation districts usually wish to review the project

development plan, even if it will be constructed in phases. The Lieds Park Master Plan identifies general types and locations of BMP facilities that may be required to secure required permits.

#### The Sustainable Site Initiative (SITES)

The Township commitment to the environment and the strong public support to conserve and restore natural systems within the Park may warrant consideration of the SITES program to provide additional design guidelines that support the goals for the Park.

The SITES criteria promote sustainable land development and management practices for sites with and without buildings. SITES standards are for sustainable site development practices and are often overlooked by 'green' building standards. SITES rates projects based on management of site hydrology systems, soils, plants, material selection, and human health and wellbeing. The U.S. Green Building Council (USGBC), a SITES stakeholder, plans to incorporate SITES into future LEED requirements. Additional information can be found at: http://www.sustainablesites.org

#### **Public Consensus**

The Task Force and Public Meetings were conducted to discuss all aspects of the Park design and to develop a consensus master plan for the Park. As discussions progressed, a few general themes emerged for the master plan.

Generally, it was recognized that while Lieds Park may contain some active recreational elements, it was viewed as a "bridge" park facility. In contrast between other active township parks that contained multiple sports fields – and totally passive township preserves and the regional ChesLen Preserve – Lieds Park would be a hybrid of sorts, containing a mix of

active and passive facilities – but with a clear emphasis toward passive uses.

With this in mind, elements that emerged included:

### The heritage Sycamore should be protected and celebrated.

The Sycamore found near the high point of the park can be iconic symbol of the Park. The tree should be examined by an arborist and a plan for long term maintenance and care should be pursued. Methods to protect the Sycamore should be explored.

## Connections from Lieds Park to other open spaces sites of interest are important.

Lieds Park's proximity to the Star Gazer's Stone, ChesLen Preserve and the Embreeville property (and any future development) creates an opportunity for the site to serve as a trail head for regional trail connections. The master plan should identify non-vehicular access points into and out of the Park. West Bradford Township's Greenway and Trails Master Plan recommendations for trail connections should be followed.

## Lieds Park should include unique types of playgrounds when compared to the rest of the Township.

Township residents expressed a preference for a nature based playground in the Park. Also, the playgrounds should be accessible and inclusive for children of all ability levels.

## A restroom facility should be included in the master plan.

When the septic system for the Pennsylvania State Police barracks was designed, the system was sized in anticipation of a restroom facility at the Park site. With the anticipated level of use, playgrounds, and possible sports fields, a restroom facility is an important and anticipated need.

#### Some areas of the Park should be preserved as meadow.

West Bradford Township has a historically agricultural landscape and the Park should be designed to include this landscape type. The Task Force and public expressed a disdain for continued feed crops such as corn and soy. If a marketable crop is desired, cut flowers such as sunflowers might be explored. Field use could also be for a seed bank for these types of flowering plants.

## Open fields should be included for unprogrammed play.

The Township does not have many open fields for unprogrammed play. Un-programmed play can be anything from a game of tag to an ultimate Frisbee game.

#### An amphitheater should be included in the plan.

The sloping terrain of the Park site lends itself to the creation of an amphitheater. An amphitheater provides the Township an opportunity to host star gazing events as well as performances. When not in use the amphitheater can serve as a retreat for park users to picnic or to just enjoy the site's natural beauty.

Following a game trail through the site.

#### Outdoor classrooms should be included.

The natural beauty and ecosystems of Lieds Park can be utilized to create opportunities for hands-on learning.

### Parking areas should be designed to minimize site impact.

Parking areas should be designed to avoid the appearance and impact of large monolithic parking lots. Parking should be divided into small areas and planted heavily with vegetation. Overflow parking areas on stabilized turf should be considered to satisfy maximum parking demands.

#### Respect the use of the State Police Barracks.

Clearly delineate where the park ends and where the Police Barracks site begins through the use of appropriate fencing and plant materials. Avoid visual barriers in favor of shade trees and other plants that allow for open views.

#### • Create a sledding/play hill.

The sloping terrain found in the southern part of the site has potential to be a sledding hill. Gentle berms can be constructed to help direct the sledders. During the summer months the play hill can be maintained as a no mow lawn. The Township does not currently have an official public sledding area.



Example of a Sledding Hill.

# Public Survey

In addition to the public feedback received at the meetings, a public survey was conducted. There were 175 responses to the online survey and 65 responses to the mailed version of the survey. The participants provided information on a variety of topics. The most used parks in the surrounding area are Shadyside Park, Broad Run Park, and Marsh Creek State Park. The most popular outdoor activities are: youth sports, walking and jogging, hiking, and recreational biking. The majority of West Bradford Township resident responses show that all age groups are well served by the existing park system. In addition to finding out popular activities and parks, the survey asked whether the current level of maintenance at the Township parks was satisfactory. The response to this question was a resounding 'yes' from the Township residents. The full results of this survey can be found in the appendix of this report.

# **Concept Diagrams**

Based on feedback from the first public and Task Force meetings, four (4) different preliminary concepts were created incorporating the major themes developed during the public visioning process and the public survey.



Figure 3.1 Conceptual Diagram #1

Concept #1 (Figure 3.1) is an informal design. A standard 60 space parking area is located on the northern part of the site. Also on the northern part of the site are the restrooms, little league baseball field, and a tot lot. Moving south, the Park becomes less developed with natural meadows and a mown labyrinth around the Sycamore tree. The amphitheater, tree house, nature-based playground, and outdoor classroom are located in the eastern part of the site.



Figure 3.2 Conceptual Diagram #2

Concept #2 (Figure 3.2) proposes a soccer field in place of the little league baseball diamond. A 60 space parking area is also proposed in the northern part of the site. The grading of the soccer field creates a 'bowl' and amphitheater area on the southern side of the field. Surrounding the Sycamore near the high point of the site are proposed 'areas' of nature-based play areas. In the second concept a 550 foot long sledding hill is proposed. A 2+ acre dog park is proposed in the flatter section of the southern part of the site.



Figure 3.3 Conceptual Diagram #3

Concept #3 (Figure 3.3) proposed a very light touch to the park design. The proposed sports field was removed from this concept in favor of a 40 space parking lot. Along the main trail loop play areas are proposed. Around the Sycamore and at the site's high point, a large outdoor adventure nature-based playground and observation deck are proposed. The eastern side of the Park contains a woodland hiking trail as well as a wetland observation deck. The majority of the Park site would be meadow.

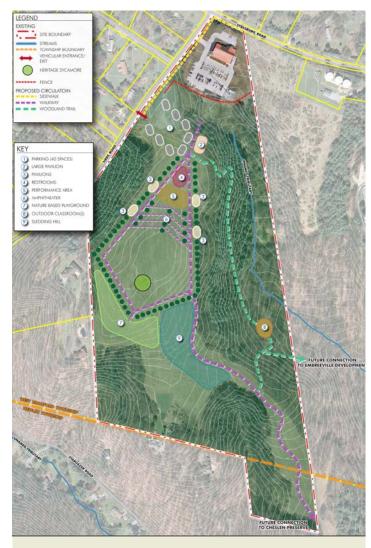


Figure 3.4 Conceptual Diagram #4

Concept #4 (Figure 3.4) took a very architectural approach to the design of walkways and outdoor spaces. The main loop trail directs views to the Sycamore and the Park's high point. A 40 space parking area is proposed in the northern portion of the site. A pavilion, tot lot, and restrooms are all clustered together on the northern end of the Park. Moving south an amphitheater is built into the existing northern slope. A playground is proposed within the level area along the western property boundary. A sledding hill is included on the south facing slope. A woodland hiking trail and outdoor

classroom are proposed within the wooded eastern part of the site.

After presenting these four concepts during the second Task Force work session the major themes and ideas were distilled into two intermediate concepts presented at the second Public Meeting.

# Alternate Site Concept Plans

The final two concepts incorporated the major themes and ideas from the previous Task Force work session. Major themes form the work session that were incorporated area:

- New Driveway Entrance
- Parking that avoided big lot sprawl
- Overflow Parking
- Amphitheatre and performance area
- Dog Park
- Nature Based Playground
- Inclusive Playground and nature based play areas
- A possible baseball field
- An open field for free play
- Rest Rooms
- Observation deck
- Sledding Hill
- Wildflower & Natural Meadows
- Pavilions
- Honor and protect heritage sycamore

Both concepts incorporated many of the same elements. Concept #1 was developed as an entirely passive park with active elements while Concept #2 was envisioned as an active park with passive elements

#### Concept #1

This concept takes an architectural approach to the layout of the walkways and spaces. The major spaces and features are laid out in a linear fashion along the spine of the Park. The parking lot provides parking for 30 cars and 3 ADA accessible spaces. A 30 space 'overflow' lot of re-enforced turf is also provided.

A 5.5-acre dog park is found along the western boundary of the park. The dog park is accessed by a separate pedestrian entrance from the rest of the park. The fenced area for the dog park weaves in and out of the existing woods. The fenced area would be divided into two spaces for small (1.5 acres) and large dogs (4 acres). Water fountains for both humans and pets are proposed. The existing woods would be cleared of underbrush and invasive plants and unhealthy and poor quality trees would be removed to provide space for the dog park.

Located close to the parking lot is an inclusive playground. The opportunities for many different play experiences exist within the playground, such as: water play, active play, music/sound play, and the like. The playground would be built into a slope providing opportunities for ground slides, climbing walls and elevation changes within the spaces. In close proximity to the playground is a restroom with an attached pavilion.

Moving south, the next space is an amphitheater and performance space. The amphitheater is proposed in an area of existing sloping terrain. This location takes advantage of the site's natural features to incorporate the amphitheater and minimize grading and site disturbance. Pavilions are located at the top of the amphitheater for hosting picnics and the like.

Separated from the pavilions by a generous walkway is an open field meant for free play. Around the sycamore tree a labyrinth garden walk consisting of berms planted with wildflowers and native grasses are proposed. The garden walk takes the park user on a circuitous path offering many views of the surrounding landscape.

In the southern part of the parcel, an open field and a free play area are proposed. The free play area is something that is in demand and lacking in the area, as noted by the public and the Task Force members.

On a steeper part of the site, a sledding hill is proposed. The sledding hill is 600 feet long. The sledding hill could have berms to help direct sledders. Plenty of room at the bottom of the run to stop the sleds will be provided.

Mown and natural surface trails are proposed throughout the Park. The trail to the ChesLen preserve is proposed as a mown path, while the trail along the Unnamed Tributary is proposed as an earth or wood chip surface. The main loop trail would be a universally accessible surface such as asphalt or stone dust.

Along the Unnamed Tributary a nature based play area and outdoor classroom are located.

A wildlife observation deck gives park users the opportunity to view native flora and fauna found along the tributary from a slightly elevated perch. Throughout the Park wildflower, sunflower, and meadow gardens are proposed.

#### Concept #2

This scheme is anchored by a baseball/softball field with a 60 foot baseline. This type of sports field was chosen based on the request of the West Bradford Youth Association's official letter. The field has correct solar orientation. A small plaza with a concessions, restroom, and pavilion spaces creates a central hub for the activities surrounding the

# **KEY** 1 PARKING (30 SPACES/3 ADA) 2 **OVERFLOW PARKING (30 SPACES)** 3 POLICE **PAVILIONS** 4 **RESTROOMS** 5 PERFORMANCE AREA 6 **AMPHITHEATER** NATURE BASED PLAY AREA/ 7 **OUTDOOR CLASSROOM** 8 INCLUSIVE PLAYGROUND 9 **OPEN LAWN** 10 FREE PLAY AREA 11) DOG PARK (3 AC) 12 WILDLIFE OBSERVATION DECK 13 LABYRINTH MEADOW WALK 14 WILDFLOWER/SUNFLOWER/MEADOW 15 SLEDDING HILL 16 PROPOSED VEHICULAR ENTRANCE 15 10

Figure 3.5 Concept #1



Figure 3.6 Concept #2

inclusive playground and the baseball field.

Directly south of the baseball field is an inclusive playground, built into the hill side. The various spaces would contain different types of play activities.

Adjacent to the playground a free play field is available for un-programmed activities such as tag, kite flying, or picnics. This open field wraps around the iconic Sycamore tree where park visitors can find unobstructed 360 degree views of the area.

Located throughout the Park are wildflower, sunflower, and native meadow areas. These will help to maintain the open feeling of the area's agrarian landscape.

The amphitheater is found on the eastern slope of the Park. It uses the tree line to create a dramatic backdrop for the performance area.

Further down the slope from the performance area is a wildlife observation deck, slightly elevated, to give park visitors an elevated view of the stream and wetlands below.

The amphitheater, performance area, and wildlife observation deck create a tiered approach of spaces to the outdoor classroom and nature-based play area. The nature-based play area encourages learning using natural materials, interpretative elements and unstructured play. A child will have opportunities to interpret and learn from the natural surroundings.



Figure 3.7 Illustrative Rendering of the Inclusive Playground an d Pavilion.

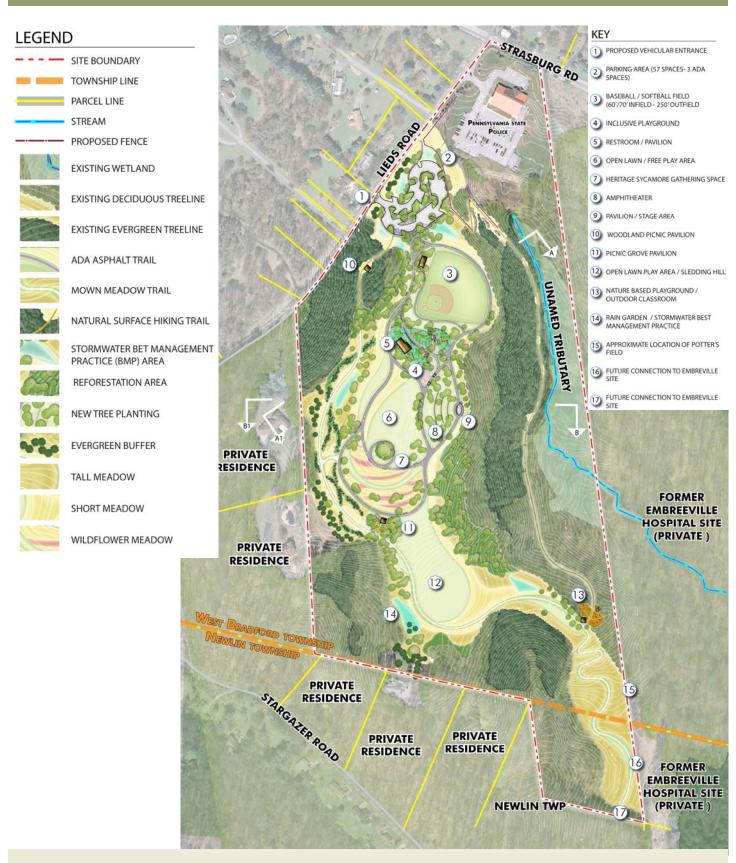


Figure 3.7 Draft Master Plan

A natural surface hiking trail is located along the Unnamed Tributary, looping back up to the main area of the Park. Towards the south, this woodland trail connects to the mown trail and the southernmost portion of the Park. The main trail loops around the central part of the Park will be paved with a material that will be universally accessible.

Located off of the main loop trail is a large sloping hill designated for sledding. The sledding hill is roughly 2 acres. Another, more secluded, free play area is located in the flat area near the southern property line of the Park.

# Final Plan

The Master Site Plan for Lieds Park is a synthesis of previous concept plans, with desired elements from several of the concepts. The final plan was first developed as a draft plan. After a 45-day review, the plan was finalized based on public comments and suggestions.

The parking area was refined into a 60-space parking area of disconnected parking pods surrounded by green space, rain gardens, and walkways.

The open play field is positioned close to the parking lot for free play and will have a backstop to accommodate pickup games of softball and baseball.



Figure 3.9 Illustrative Rendering of a "please touch" art fence around the Sycamore that will help protect the tree.



Figure 3.10 Illustrative Rendering of the nature based play Area / Outdoor Classroom.

The Draft Master Site Plan (Figure 3.8) proposed a baseball field. The Board of Supervisors decided that the Park should be passive in nature without structured sport fields.

The inclusive playground and main pavilion is situated to the south, at a slightly higher elevation than the open play field, offering views of the field and the surrounding landscape. A separated restroom building is also provided nearby. The playgrounds are terraced into the hillside at three levels and are linked by accessible walkways and play components to provide thrilling play opportunities.

Adjacent to and below the playground, an amphitheater takes advantage of the existing sloping terrain. The performance space with shade/rain structure at the low point of the amphitheater doubles

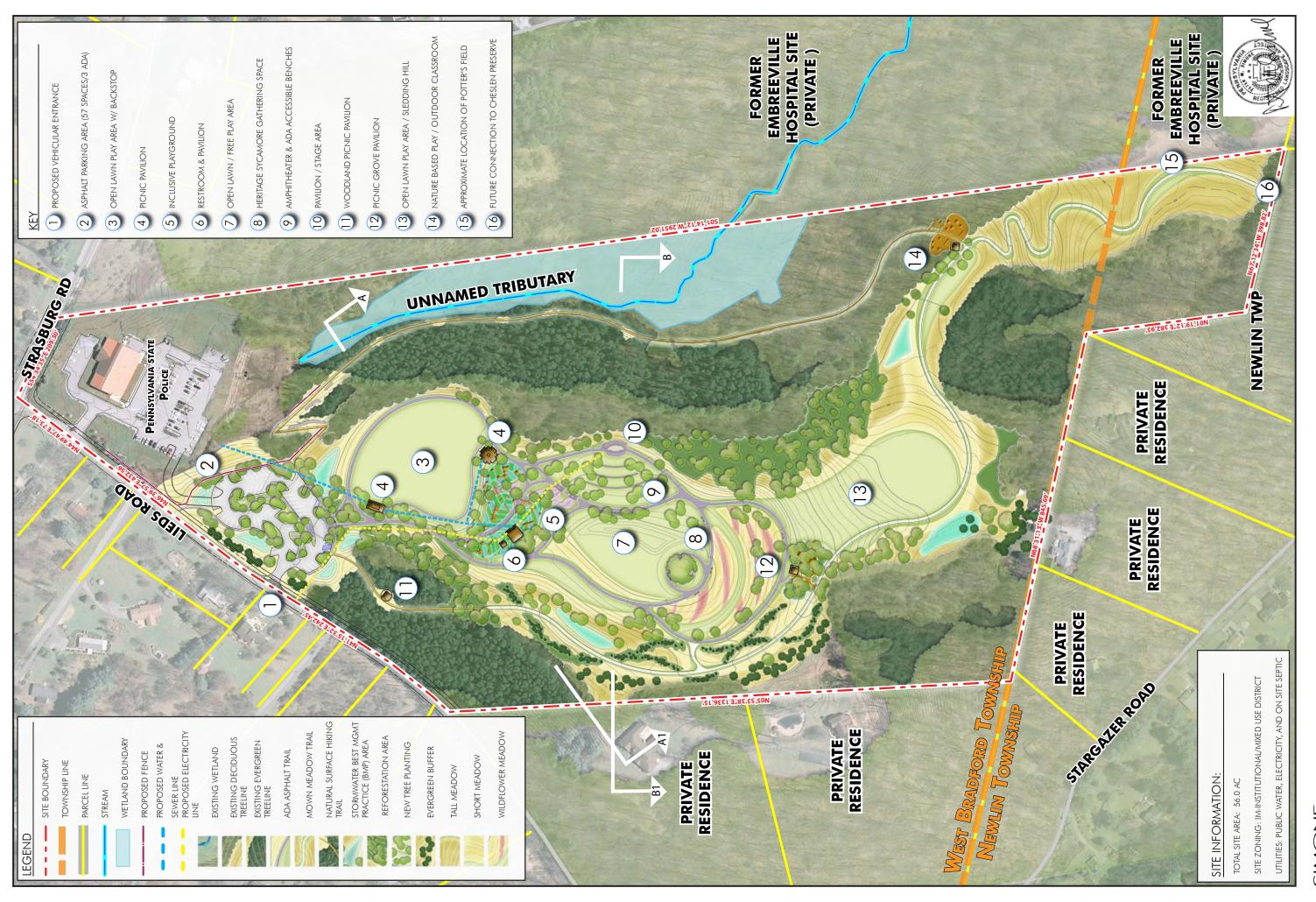
as a picnic pavilion when not in use as a performance space.

Around the heritage sycamore an interactive, 'please touch' art fence adds interest to the space while creating a subtle boundary of respect signaling park users to not get too close to the tree.

There are many different types of trails in Lieds Park. Natural surface hiking trails run from the parking area, along the Park's western boundary edge as well as along the Unnamed Tributary on the Park's eastern edge. Mown trails weave though meadows and wildflower meadows. The main loop trails in the Park are all less than a 5% grade and are paved with asphalt for long-term maintenance benefits as well as ADA accessibility. See Fig. 3.11 for Park accessibility.



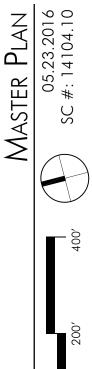
Figure 3.11 ADA Facilities Plan

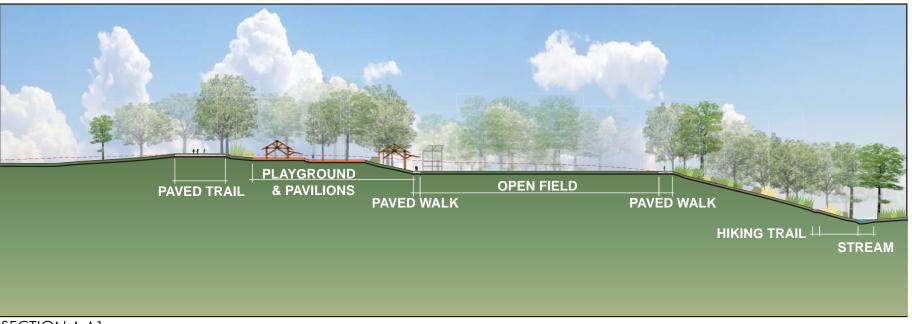




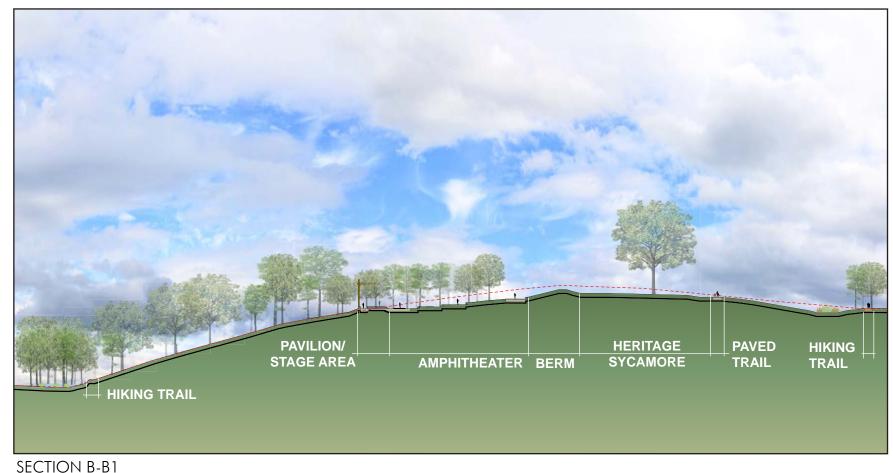


WEST BRADFORD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA





SECTION A-A1 SCALE: 1"=50'



SECTION B-B1 SCALE: 1"=50'



LANDSCAPE ARCHITECTURE A nature based play area and pavilion are located in the southern portion of Lieds Park and provides a space for an outdoor classroom and nature based play. Finally, a large, sloping, lawn creates an area for free play and sledding in the winter. Located adjacent to the lawn there is a shaded picnic area with a pavilion and tables. See Final Plan and site cross sections after page 36.

The pavilions within Lieds Park should be iconic, interesting and relate to the agrarian quality of the surround landscape (please refer the appendix for possible examples). The pricing for the pavilions (found in the Estimated Development Costs in the appendix) is representative of standard structures. Custom pavilions are an exciting idea but will have a higher cost.

# Site Maintenance

Management of the Park should be based on the needs associated with creative use areas, reestablishing and enhancing habitat, providing public access and trails. Habitat management requires maintenance at key times during the year. For example, meadows should be left undisturbed in the fall and throughout the winter to provide cover for birds and small mammals. The Park should be regularly monitored in order to manage the habitat quality. As the primary improvement to the Park, trail maintenance should not be deferred. The regular review and maintenance of trails will maintain a safe user environment while identifying any necessary repairs.

The following is a monthly outline of basic maintenance tasks that should be completed. The frequency (by month) of these maintenance tasks is indicated in parentheses. Refer to the appendix for

the estimated yearly labor hours for maintenance and upkeep for the Park.

# <u>January</u>

- Inspect trails, bridges & culverts / make repairs (1)
- Snow removal for driveway, parking area, and primary loop trails (as required).
- Clean restrooms weekly (4)

# <u>February</u>

- Inspect trails, bridges & culverts / make repairs (1)
- Signage inspection and repairs (1)
- Inspect and mechanically remove invasive plants
- Snow removal for driveway, parking area, and primary loop trails. (As required).
- Clean restrooms weekly (4)

#### <u>March</u>

- Clean restroom weekly (4)
- Inspect site trees for winter damage / perform work (1)
- Inspect trails, bridges & culverts / make repairs (1)
- Mow warm season meadows (1)
- First mowing of trails and shoulders (1)
- Snow removal for driveway, parking area, and primary loop trails (as required).
- Inspect and mechanically remove invasive plants
- Inspect BMP's & remove debris as required (1)

#### April

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (2)
- Plant / replant (re-vegetation target areas) (1)
- Inspect trails, bridges & culverts/make repairs (1)

#### May

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (4)
- Inspect trails, bridges & culverts / make repairs (1)

# June

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (4)
- Inspect trails, bridges & culverts / make repairs (1)

#### July

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (4)
- Inspect trails, bridges & culverts / make repairs (1)
- Inspect meadows for invasive plants Mow ½ of meadow if required (1)

# August

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (4)
- Inspect trails, bridges & culverts / make repairs (1)

# September

- Clean restroom twice weekly (8)
- Mow lawns, trails and shoulders (4)
- Signage inspection (1)
- Inspect trails, bridges & culverts / make repairs (1)

#### October

- Clean restroom once weekly (4)
- Mow lawns, trails and shoulders (4)
- Inspect trails, bridges & culverts / make repairs (1)
- Inspect BMP's remove debris as required (1)

#### <u>November</u>

- Inspect trees / prune as required (1)
- Inspect trails, bridges & culverts /make repairs (1)
- Fall clean-up (1)
- Snow removal for driveway, parking area, and primary loop trails. (As required).

# **December**

- Inspect trails, bridges & culverts /make repairs (1)
- Snow removal for driveway, parking area, and primary loop trails. (As required).

# Safety and Crime Deterrence

Park crime deterrence is a combination good park rules, occasional policing and community participation in the park's stewardship. The adjacent State Police Barracks will also serve to deter crime. The basic Township park rule of closing the park from dusk till dawn should be followed. Active observation by neighbors should be encouraged. Random police patrols should occur. When initial park trail improvements are built and the park use is beginning, the Township staff and police should

maintain an active dialogue with neighbors to prevent any unwanted activities such as littering, vandalism and underage drinking. As park users populate the Park they will become the eyes and ears of "authority" armed with cell phones. People who engage in negative activities do not wish to be seen and will typically go elsewhere once they are identified for their bad behavior. Additionally, the rapid repair of damage or vandalism helps mitigate bad behavior.

Park users should also be encouraged to help the Township maintain and operate any proposed trails. When there are problems, trail users can notify the Township about the issue. It is important that municipal office phone numbers and email addresses be posted at the parking area and trail connection access points as a part of park signage.

# Park Access

A new driveway from Lieds Road will serve as public access. This was located at a point on Lieds Road to provide safe sight distances in both directions. A gate at the entrance is proposed to allow the Park to be closed after hours. The primary loop will accommodate a vehicle for emergencies, maintenance, and private automobile access to the pavilions. A locking gate, removable bollards, or other means of controlling access will be located at the entrance to the primary loop trail and will control vehicular access to the rented pavilions. Renters of a pavilion would be responsible for accessing the pavilion via automobile without causing damage to the Park or trail.

# WEST BRADFORD TOWNSHIP PARK & PRESERVE REGULATIONS

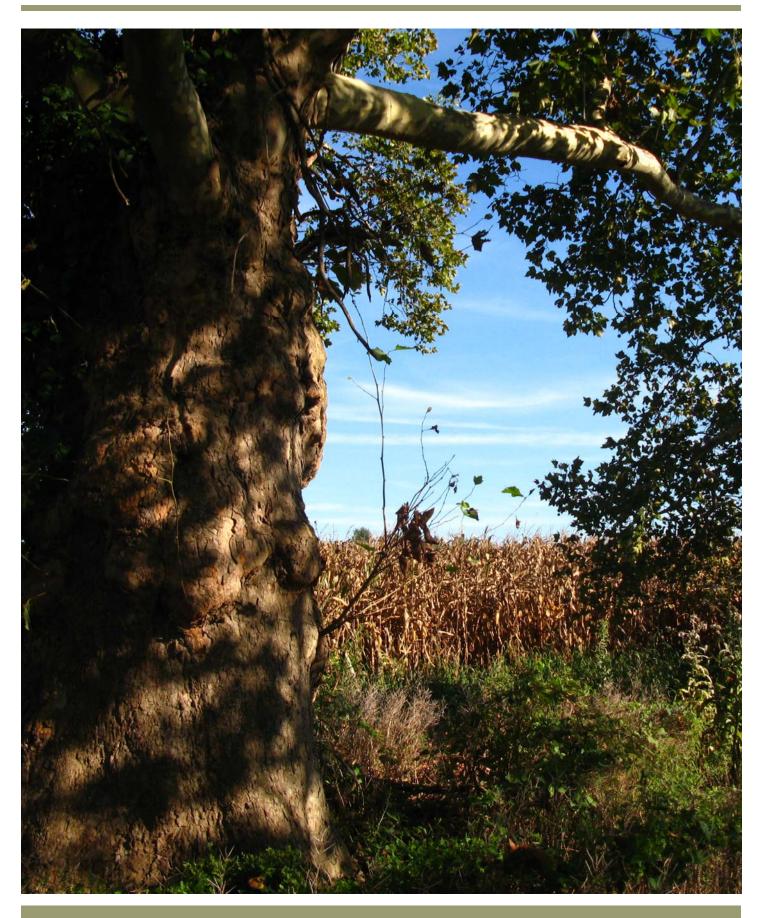
Anyone violating these regulations shall be considered to have been notified of misuse of municipal property and that they have been given notice of being removed from the property and are therefore guilty of trespass, subject to prosecution as may be applicable under the law.

# **Requirements:**

- 1. Parks are open from 6:30 a.m. until dark most of the year. At dark, all activities in the park shall cease and all persons in the park shall leave as soon as possible (except for specially permitted activities and use of lighted facilities in warm weather months. In the case of lighted facilities, park use will cease when the activity lights go off approximately 9:30 pm, except in winter months, when the lights will not be turned on.)
- 2. Properly licensed dogs are permitted only when restrained by a leash. The dog owner shall be responsible for immediately cleaning up and disposing of any dog waste.
- 3. Persons using recreational facilities are restricted to one (1) hour of use per session, particularly basketball, volleyball, tennis and street hockey facilities.
- 4. Each person shall conduct himself properly within the park so as not to annoy any other person using the park.
- 5. All persons using the park shall dispose of all wastes in proper receptacles.

#### Prohibited:

- 1. Unauthorized motor vehicles of any type,
- 2. Alcoholic beverages, drugs or other controlled substances,
- 3. Smoking,
- 4. Firearms, knives, explosives or other weapons,
- 5. Glass containers or bottles,
- 6. Using profane, loud or abusive language or music,
- 7. Littering, defacing Township property or vandalism,
- 8. Climbing on any structures, unless specifically designed for such,
- 9. Playing or practicing golf,
- 10. Use of skateboards or bicycles in areas other than trails; use of roller blades in areas other than hockey rinks and trails,
- 11. Use of any dangerous athletic equipment such as, but not limited to, javelins, arrows, discus or similar items,
- 12. Defacing or destroying any notice, rule or regulation posted at any place within the park,
- 13. Posting any notice, placard or decorations at any place within the park other than by authority of the Board of Supervisors of West Bradford Township,
- 14. Sound amplification equipment except by permission from the Board of Supervisors of West Bradford Township.



# CHAPTER 4: IMPLEMENTATION AND FUNDING STRATEGY

# Estimate of Probable Development Costs

A detailed estimate of probable development costs is based on the proposed improvements shown on the Master Site Plan. Unit costs were established based on construction costs for similar projects and reflect prevailing wage rates that are required for public construction projects. A detailed cost estimate is included in the appendix of this report with a summary of the improvement costs, per phase, outlined in this section.

# **Project Phasing**

Improvements to Lieds Park will most likely occur in phases, based on available funding, with multiple options for project funding. The timing and scope of the phases will be determined by the amount of future funding available and the Township's success with grant applications. The phasing plan for the parcel is included to suggest potential strategies for implementation of improvements over time. The following is a general list of the major improvements of each phase:

#### Phase 1

- Site Parking / Stormwater
   Site parking can be constructed 'as needed' because of the modular design of the parking area.
- Tree Plantings
- Pavilion
- Buffer Plantings

# Phase 2

- Site Grading
- Utility Runs
- Loop Trail
- Open Lawn play area at Sycamore
- Select Meadow / Tree Planting

# Phase 3

- Inclusive Playground
- Pavilion and Restrooms
- Select Tree Planting

# Phase 4

- Open Field
- Amphitheater
- Picnic Grove
- Minor pavilions
- Outdoor Classroom / Nature Based Play Area
- Select Meadow / Tree Planting

Table 4.1: Probable Cost of Development by Phase								
Phase 1	\$587,685							
Phase 2	\$935,318							
Phase 3	\$1,100,284							
Phase 4	\$1,049,187							
Total Project Cost	\$3,672,474							

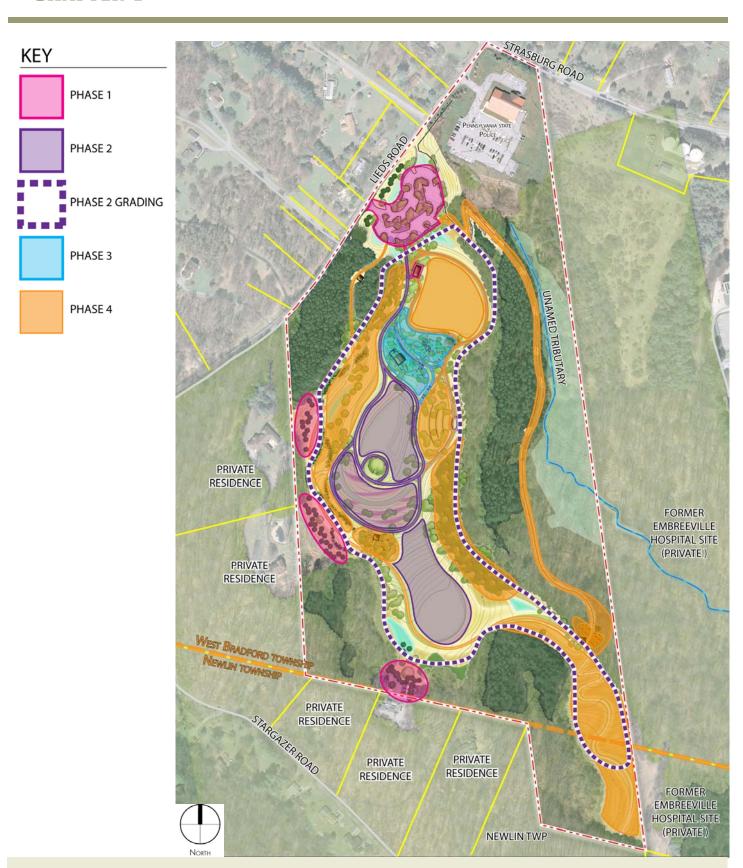


Figure 4.1 Site Phasing Plan

# Potential Partners / Funding Sources

# PA DCNR Community Conservation Partnership Program

The PA DCNR Community Conservation Partnership Program (C2P2) provides funding for communities and nonprofit organizations to acquire, plan and implement open space, conservation and recreation resources, including trails. DCNR accepts grant applications annually-with deadlines usually in April. Projects will receive additional consideration for using "green" technology or practices. DCNR funds can be used for most preserve projects, and as a match to many federal funds for some trails. DCNR requires a 50–50 match (cash or in kind services) to its grant awards. The first step is to contact the DCNR regional advisor.

More information on this program can be found at the DCNR website: www.dcnr.state.pa.us/brc/

# Greenways, Trails and Recreation Program (GTRP)

The Department of Community and Economic Development (DCED) Greenways, Trails and Recreation Program (GTRP) is a program that helps fund for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects. Grant applications cannot exceed \$250,000 and require a 15% matching funds. Applications are due by June 30th for consideration in September.

More information on this program can be found at the DCED website: http://community.newpa.com/ programs/greenways-trails-and-recreation-programgtrp/

# <u>Watershed Restoration and Protection Program</u> (WRPP)

DCED Watershed Restoration and Protection
Program is a funding program to restore, and
maintain restored stream reaches impaired by the
uncontrolled discharge of nonpoint source polluted
runoff. Funds may be used for construction,
improvement, expansion, repair, maintenance or
rehabilitation of new or existing watershed protection
BMPs; stream bank bio-engineering; and design
services. Grant applications cannot exceed
\$300,000 and require a 15% matching funds.
Applications are due in June 30th for consideration
in September.

More information on this program can be found at the DCED website: http://community.newpa.com/ programs/watershed-restoration-protection-programwrpp/

# **PENNVEST**

Pennyest oversees the administration and finance of the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for the state of Pennsylvania. The CWSRF program provides funding to projects throughout Pennsylvania for the construction and maintenance of wastewater treatment facilities, storm water management projects, nonpoint source pollution controls, and watershed and estuary management. The program offers low interest loans with flexible terms to assist a variety of borrowers that include local governments, municipalities, and privately owned entities and to establish partnerships to leverage other funding sources. Watershed and estuary management might be an eligible project for Schuylkill River Park.

Additional information is available at: http://www.pennvest.pa.gov/

# The Recreational Trails Program (RTP)

The Recreational Trails Program (RTP) provides federal funds under the Moving Ahead for Progress in the 21st Century Act (MAP-21). MAP-21 is the successor to the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

Funds are allocated to the states to develop <u>and</u> <u>maintain</u> recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP is an assistance program of the FHWA funded by the federal fuel tax. In Pennsylvania, the RTP is administered by the PA DNCR Bureau of Recreation and Conservation in consultation with the Pennsylvania Recreational Trails Advisory Board, which is composed of both motorized and non-motorized recreational trail users.

Match requirements for Pennsylvania Recreational Trails Program Grants are 80% grant money, up to a maximum of \$100,000, and 20% project applicant money. "Soft match" (credit for donations of funds, materials, services, or new right-of-way) is permitted from any project sponsor, whether a private organization or public agency.

Eligible applicants include federal and state agencies, local governments and private organizations. Funding may be used for the development of urban trail linkages near homes and work-places; maintenance of existing recreational trails; development of trail-side and trail-head facilities; provision of features that facilitate the access and use of trails by persons with disabilities; acquisition of easements for trails, or for trail corridors identified in a state trail plan; acquisition of fee simple title to property from a willing seller; and construction of new trails on state, county, municipal, or private lands. For more information:

http://www.fhwa.dot.gov/environment/rectrails/

# The Transportation Alternatives Program (TAP)

The Transportation Alternatives Program (TAP) provides federal funds under the Moving Ahead for Progress in the 21st Century Act (MAP-21).

In Pennsylvania, the Department of Transportation (PennDOT) administers several MAP-21 bicycle and pedestrian related programs, including TAP funds. Typically, a non-federal match is required to be 20% of the grant award. A strategy preferred by PennDOT is to require the local partner to prepare construction documents and obtain necessary environmental clearances, property control documents and utility relocations plans as the local match for these "preconstruction" tasks - so that the project is ready for construction using the TAP funding. The costs to prepare these documents can be the non-federal match to the MAP-21 funds, and does not necessarily need to be exactly 20% if all needed documentation can be completed for less. The trail or pedestrian project must be considered as a transportation improvement—not solely recreation. For more information:

http://www.fhwa.dot.gov/map21/summaryinfo.cfm

# Green Region PECO Open Space Program

Green Region grants are funded by PECO and administered by Natural Lands Trust. The grants can be used with other funding sources to cover a wide variety of planning and direct expenses associated with developing and implementing open space programs, including consulting fees, surveys, environmental assessments, habitat improvement, and capital improvements for passive recreation. Funding is available to municipalities in amounts up to \$10,000 and may cover up to 50% of the project cost. Grant deadlines are in March.

# **Environmental Education**

The Pennsylvania Environmental Education Grants
Program awards funding to schools, nonprofit groups
and county conservation districts to develop new or
expanded current environmental education
programming. The funds are administered through
the Pennsylvania Department of Environmental
Protection for projects ranging from creative, handson lessons for students and teacher training
programs to ecological education for community
residents. Educational Resources, including exhibits,
educational signage, and demonstration projects,
also qualify for funding. Grant applications cannot
exceed \$3,000 and require a no match is required
however it is recommended. Applications are due in
December and awarded in April.

# Chester County Municipal Grant Program

West Bradford Township has taken advantage of this program twice previously. Once for Shadyside Park and once for Broad Run Park. Lieds Park is eligible for this grant as well.

To qualify for a development grant the property that is slated for improvements must be owned completely by the municipality. Park facilities and trail construction costs can be reimbursed at a max of 50% up to \$250,000 for parks greater than 20 contiguous acres.

Additional information is available at: http://www.chesco.org/1505/Municipal-Grants

# Legislative Funding

State and federal elected officials can sometimes include items into legislation for worthy projects in their districts. A conversation between county and municipal officials and legislators is the way to begin this process. This type of funding should be targeted

toward capital improvement projects.

# West Bradford Township

Some grant programs allow official services to count as a local match. It is suggested that the Township keep a record of municipal staff and/or volunteer time spent on Lieds Park. Occasionally, grantors may allow time spent to date to count as part of the in-kind match for funds. This record will also demonstrate a continuing commitment by the municipality to the successful implementation of the master plan. The Township may in some cases choose to invest municipal funds in specific aspects of the Preserve development to "leverage" funding from other partners.

Grant programs that require matching funds present an opportunity for the Township to engage in targeted fundraising efforts and to partner with other organizations.

# **Private Foundations**

There may be regional corporations and foundations that support public works such as park development. Competition for these funds is usually brisk, but opportunities should be researched. Funding is often to non-profit organizations.

Foundations and institutions represent another potential source of funding for education-related site improvements and programming. Grants are available to support student field trips, provide teacher training in science, and provide other educational opportunities. Education tied to research can increase the pool of potential funds. The science community and research institutions are the logical starting points for solicitation foundation funds.

# Schools and Local Organizations

Local schools and sports organizations may also be of assistance in several ways. These groups might get involved with club, fundraising events, and park cleanup days. The school faculty might incorporate the Preserve into various curricula with students helping to develop and possibly maintain the Preserve as part of a classroom assignment or after school club. While the amount of funds raised may be relatively small, this process builds constituents and support that is critical to the long-term success of the Preserve.

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119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 W W W . . . . S I M O N E C O L L I N S . C O M

# **MEETING NOTES**

Project: Master Plan for Lieds Road Park Project No.: SC# 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 08.20.15
9:00 am

Topic: Lieds Park Kick Off Meeting Issue Date: March 10, 2016

# Attendees

Peter Simone, Simone Collins Landscape Architecture (SC) Sarah Leeper, SC
Matthew Bradley, SC
Tommy Ryan, West Bradford Township Manager (former)
Doug Kapp, West Bradford Township Manager
Ramsey Reiner, West Bradford Codes Clerk
Theodor Gacomis, PE, West Bradford Township Engineer

# NOTES:

- 1. EB Walsh will perform a survey by December. Until then, SC will move forward using the GIS Data that is available.
- The TWP. owns the State Police Barracks. The building is leased to the Commonwealth. Ted G. has the site plans for the barracks and will send to SC. Included in the lease to the Commonwealth are 87 parking spaces. It will be important to the State Police that safety concerns are inquired about and their needs met.
- 3. The cell tower adjacent to the State Police Barracks is on an old impound lot. The cell tower property is leased to the county for 10 years.
- 4. The Lieds Road Park parcel was purchased from the state DGS in the 90's. The parcel was not originally planned to be used at open space.
- 5. The newly constructed sewer plant was designed to accommodate a park building with restroom facilities.
- 6. Shadyside Park has a park building and is open all winter. The park facilities should be investigated by SC.
- 7. Are the geothermal wells large enough to accommodate heating the park building? The TWP will investigate.
- 8. Public water is available on the site.
- 9. The TWP views Lieds Park as the third and final park; most importantly passive.
- 10. The BOS has interest in this park being passive and focused on multi-use trails.
- 11. A connection to Cheslen Preserve will be explored.

- 12. The property owners directly adjacent to the parcel are generally agreeable to the park being in their 'backyards'.
- 13. Currently the parcel is leased to a farmer for corn production. This is a year to year lease.
- 14. There is a historic cemetery adjacent to the park parcel.
- 15. The State Hospital property adjacent to Lied's park was purchased by a developer and is currently in litigation. Most likely this parcel, once remediated, will be used for a residential development.
- 16. Molly Morrison, Natural Lands Trust, is on board with a connection to Cheslen Preserve from Lieds Park.
- 17. The Township has \$800k to put toward the construction of the park. Must spend 85% of the money in the next 24 months.
- 18. West Bradford Township will supply SC with the DCNR application.
- 19. The Township does plow all the paved multi use trail once the roads are clear.
- 20. The BOS does prefer paved trails.
- 21. The TWP will provide SC with an inventory of TWP trails in GIS.
- 22. The TWP has all the Ordinances and Zoning information available online.
- 23. SC will start on the survey and bring a draft to the initial October 5<sup>th</sup> meeting.
- 24. SC will provide the Township with a draft press release for their review.
- 25. TWP will send a letter to the Owners of Record next to Lieds road property.
- 26. SC will contact the Commanding Officer of the State Police Barracks.
- 27. TWP will provide SC a list of Committee members.

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- 28. Local School System is the Downingtown Area. Only (2) schools are in the Township: Bradford Heights and Bradford Elementary.
- 29. SC will investigate the Tattersal Trail Network through Embreeville to Cheslen.

This report represents the Professional's summation of the proceedings and is not a transcript. Unless written notice of any correction or clarification is received by the Professional within ten days of issue, the report shall be considered factually correct and shall become part of the official project record.

Sincerely, SIMONE COLLINS, INC. LANDSCAPE ARCHITECTURE

Sarah Leeper, Project Manager



119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 W W W . . . . S I M O N E C O L L I N S . C O M

# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 10.05.2015
7:00 PM

Topic: Task Force Meeting #1 Issue Date: March 10, 2016

# **NOTES:**

1. Simone Collins gave the Task Force (TF) a brief background of Simone Collins Landscape Architecture and EB Walsh Associates.

- 2. TF members introduced themselves and gave a little background information about their interest in the master plan process and Lieds Road Park.
- 3. The project scope and schedule were reviewed.
- 4. Maripat R. (TF Member) asked how the survey will be distributed.
- 5. Pete S. (Simone Collin (SC)) answered that 300 randomly selected township residents will have surveys mailed to them and an option will be provided for them to take an online version. In addition to the mailing the online version of the survey will be available for other residents to take. The fact that there is an on-line survey will be promoted by the Township.
- 6. SC will send a draft electronic version of the survey to Ramsey Reiner (Township Staff) for the TF for review and comment.
- 7. Pete S. (SC) In general, teens and senior citizens are the most underserved user groups of parks and this should be kept in mind during the visioning process.
- 8. Chris P. (TF Member) questioned what uses are to the south and west of the park. It was stated that the majority of surrounding uses are residential. **SC** will further investigate surrounding land use.
- 9. Janie B (TF Member) mentioned that people ride ATV's through the park. Equestrians use is active on the property.
- 10. It was stated that the existing soccer fields at the Embreeville Field Complex would most likely remain with the development of the Embreeville Site, however there is the chance that the on little league baseball field would be lost.
- 11. Mike E. (Parks Director) The State Police Barracks is served by public water and the septic system was sized to accommodate a future restroom at Lieds Road Park.
- 12. Mike E. (Parks Director) stated that there is deer hunting on the property throughout the fall, however there is no hunting permitted on Sundays. Site visits should be scheduled with this in mind.

- 13. Vince V. (TF Member) stated that past master plans identified a tot-lot facility and amphitheater at Lieds Road Park.
- 14. Bruce L. (Board of Supervisors) said that the Supervisors would support a little league baseball field in the park; reinforcing the idea that the Township would support some active use in Lieds Road Park.
- 15. Chris P. (TF Member) stated that parking should be formalized and adequately sized for park facilities.
- 16. Maripat R. (TF Member) Does the deer population on site need to be controlled? What would the method of control be if so? Pete S. (SC) explained that normally the wildlife is not disturbed on site unless it becomes a nuisance.
- 17. Andrew E. (TF Member) Are any of the concepts 'weighted' during the visioning process? Peter S. (SC) explained that the concepts are not voted on but the ideas that are mentioned more than once will be noted.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

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Sarah Leeper Project Manager



# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 10.05.2015
7:00 PM

Topic: Committee Meeting #1 Issue Date: October 14, 2015

NOTES:

# Goals:

Master Plan

Trail Connections

Create a connection to ChesLen Preserve

\_\_\_\_\_

# Facts:

- o Magnificent Site
- o 55.7 Acres
- Adjacent Neighbors
- Previous Park Plans (2)
- Newlin TWP Park 5 AC & Maintenance 16 AC
- Natural Lands Trust access to Stargazers Stone
- o ATV Use in Park
- Embreeville Development
- o Embreeville Soccer Fields
- Hunting and Deer Population

- (3) Community Parks-Borrow Ideas
- Winter Trail Plowing
- Horse Back Riding in Park
- Public Water at Police Barracks
- Cell Tower at Barracks
- Heavy Maintenance for stone dust
- Property Encroachment
- Barracks Septic Tank Sized for park
- o Potable Water
- o Barracks Security
- o Park Vandalism

# Concepts:

- o Passive Use
- o Natural Trail Experience
- o Trails
- Tot Lot
- Nature Based Playground
- o Fitness Trails
- o Cross Country Skiing
- Horse Back Riding in Park

- Dog Park
- Dog Waste Composter
- American Ninja Park
- Formal Parking
- o Little League Field
- Amphitheatre
- Picnic Areas
- o Restrooms
- Grills
- o Asphalt Trails

- Drinking Water / Water Fountain
- o Tree House
- Don't Disturb THE Sycamore
- o Kiosk / Interpretive Signage
- Trail map
- o Bike Rental
- o Bike Racks
- o Bee, Bat & Bird Houses
- o Sledding Hill
- Hay Bales at Stroud Preserve

- ADA Standards of "Reasonable Expectation"
- Trash Cans vs 'Carry in Carry Out'
- Preserve Existing Woodlands
- o Shade Trees
- o Corn Maze
- Keep Farming
- North Active / South Passive
- o Preserve Wetlands

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# **Partners**

- o County
- o DCNR
- Natural Lands Trust
- o Newlin Township

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

Sarah Leeper Project Manager

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# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 10.26.2015
7:00 PM

Topic: Public Meeting #1 Issue Date: March 10, 2016

NOTES:

# Goals:

Master Site Plan

Make regional connections

Preserve resources

\_\_\_\_\_

#### Facts:

- o Park is 55.7 acres
- o Wetlands on site
- Nature's playground
- o (6) soccer fields at Embreeville Sports Complex

#### Concepts:

- Walking tracks
- State police barracks are on the property
- Dog park
- Handicap facilities
- Accessible tracks
- Events ("Race for Open Space")
- What connections are important
- "Keep it beautiful"
- o Stream classroom
- Parking lot Number of spaces? (50-75)
- o No lights
- Athletic fields (soccer/baseball)
- o Baseball fields vs. Soccer fields
- H2O runoff on Lieds Road

- West Bradford Youth Athletics (WBYA) leases space for fields
- Playground
- Loop trail
- Connections to Embreeville/ChesLen/Newlin twp./ Stargazer's Stone
- o Is a dog park "right" for here?
- No "lit" fields in township
- Spring and Fall soccer and Baseball seasons at WBYA
- People drive fast on Lieds Rd.
- Equestrian trail and use
- Asphalt tracks
- o Stone dust trails
- Natural dirt hiking trails
- Hiking and running trails
- o Dog Park at compost center?

- Baseball and Soccer Fields go away at Embreeville??
- More Traffic on Lieds Rd.

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# **Partners**

- County
- o DCNR
- Natural Lands Trust
- Newlin Township
- Boy Scout/ Girl Scout(s) Troop 52
- o WBYA West Bradford Youth Athletics
- 542 Operating Engineers
- o AQUA
- Embreeville Redevelopment Authority

# Meeting Notes:

- 1. Roger Greer (resident/WYBA) is interested in participating in the Task Force. Peter
- S. (Simone Collins) mentioned that all the Task Force meetings are open to the public.
- 2. Peter S. (SC) talks about the possible entrance locations for the park. Could the Pennsylvania State Police (PSP) Barracks share an entrance with Lieds Road Park (LRP) or should a separate vehicular entrance be investigated?
- 3. Peter S. (SC) brings up that additional security for the PSP building is probably needed. What should this security look like/be?
- 4. Peter S. (SC) mentions the woodlands are in relatively good health. If warranted, invasive species should be removed, and the area enhanced with native plantings.

  5. EB Walsh (TWP Engineer) will be performing a botanical survey of the existing
- woodlands.
- 6. Peter S. (SC): While the creek running between LRP and the Embreeville complex looks to be generally healthy, some of the erosion along the creek should be mitigated and corrected through stream bank rehabilitation efforts.
- 7. Any trail proposed in the park should be as handicapped accessible as possible. Accessibility will be limited by the topography. Peter S. (SC) stated there should always be an accessible loop trail when planning trails in a public park.
- 8. Peter S. (SC) asks the public if hunting in the park should continue. If so, should there be more signage and posted that there is hunting on the property?
- 9. Peter S. (SC) mentions that the sewer system for the PSP barracks was sized to accommodate a restroom at Lied's Road Park.
- 10. Chris Parker (Task Force): The Embreeville baseball field will be taken away. Adding one baseball field at LRP would make more sense than trying to replace (6) soccer fields that are at Embreeville with (1) at LRP.
- 11. Roger G. (Resident/WBYA): There are (6) other baseball fields in the Township. It might make sense to replace some of the soccer fields with another soccer field at LRP.
- 12. Roger G. (Resident/WBYA): The WBYA has access to the Embreeville Fields through a year to year lease. This property could possibly be given as open space.

- 13. Vince V. (Task Force): If there are proposed connections to adjacent properties then the trails should be planned as loops. Creating Connections: Country Paths & Sidewalks, A greenways, trails, and gateways plan for West Bradford Township proposes a loop trail in LRP.
- 14. Janie B. (Task Force): Equestrians ride through LRP to connect to the ChesLen preserve because Stargazer's Road is impossible to take a horse on.
- 15. Caleb C. (Resident): Lieds Road sees about 12 cars a day on the weekends and most of them are speeding. Water running off of the LRP property lays in his driveway and front yard.
- 16. Roger G. (Resident/WBYA): 542 Operating Engineers, often donate grading services to train apprentices. They could be an important partner.
- 17. Peter S. (SC): WBYA should submit a letter to the Township stating their wishes and position on LRP.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

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Sarah Leeper

**Project Manager** 



14104.10

# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.:

Location: West Bradford Township Building

Meeting
Date/Time: 10.26.2015
7:00 PM

Topic: Public Meeting #1 Issue Date: March 10, 2016

NOTES:

# Goals:

Master Site Plan

Make regional connections

Preserve resources

\_\_\_\_\_

# Facts:

- o Park is 55.7 acres
- o Wetlands on site
- Nature's playground
- o (6) soccer fields at Embreeville Sports Complex

#### Concepts:

- Walking tracks
- State police barracks are on the property
- Dog park
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- Accessible tracks
- Events ("Race for Open Space")
- What connections are important
- "Keep it beautiful"
- o Stream classroom
- Parking lot Number of spaces? (50-75)
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- Athletic fields (soccer/baseball)
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- West Bradford Youth Athletics (WBYA) leases space for fields
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- o Is a dog park "right" for here?
- No "lit" fields in township
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- o More Traffic on Lieds Rd.

\_\_\_\_\_

# **Partners**

- County
- o DCNR
- Natural Lands Trust
- Newlin Township
- o Boy Scout/ Girl Scout(s) Troop 52
- WBYA West Bradford Youth Athletics
- o 542 Operating Engineers
- AQUA
- o Embreeville Redevelopment Authority

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

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Sarah Leeper

**Project Manager** 

Master Plan Public Meeting #1 - Sign In Sheet	Email Attendance (Please check) ✓	TANGELEGA JOHNTONN. CO.	STONE MISSING US CONTRACTOR	MA	" baird of Newlin Eg mail.com	visoska70 ya hoo, colla	rebecermente a concestinct						
Lieds Road Park Master Plan	Name	J FRAN	Great	Corsy	i Baird "bair	1,505 kos	ebecca Guy rebecca						

# West Bradford Township Chester County

# 5

7PM at Township Building
1385 Campus Drive
Downingtown, PA 19335

# **Lieds Road Park Master Plan**

West Bradford Township is working towards a Master Site Plan for Lieds Road Park. You are encouraged to join with your neighbors to create the vision for this new public park.



# **Public Meeting Dates**

Meeting #1 - Monday, October 26, 2015 - Bring your ideas and help us brainstorm.

Meeting #2 - Monday, January 25, 2016 - This meeting will feature a presentation on Inventory and Analysis of the township and the community park including any initial recommendations from the design team. Feedback will be encouraged as well as any additional ideas.

Meeting #3 - Monday, March 14, 2016 - An in-depth presentation of the draft plan. Comments from you will help us shape the final plan.

Meeting #4 - Monday, May 23, 2016 - Final presentation of the completed plan.



119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 W W W . . . S I M O N E C O L L I N S . C O M

14104.10

# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.:

Location: State Police Station Meeting 11/24/15 997 Lieds Road, Coatesville, PA Date/Time: 8 am

Topic: Park Master Plan Issue Date: March 10, 2016

#### NOTES:

1. Attending

a. Lieutenant Erin J. Magee
b. Sergeant Leo P. Hegarty
lhegarty@pa.gov

c. Peter Simone / SC <u>psimone@simonecollins.com</u>

- 2. Lieutenant Magee is retiring Dec. 31, 2015. His replacement as barracks commander is unknown.
- 3. Sergeant Hegarty may or may not be at the Embreeville Station in the near future.
- 4. Pete generally described the master plan process.
- 5. While most of the site will be passive in nature (trails, nature viewing, sitting areas, open meadows) there is also a possibility that one sports field may be included in the development program. All noted that the inclusion of an active sports field will increase the parking demand at the site.
- 6. Discussion focused on the potential / likely effects of a developed Lieds Road Park on the state police facility.
- 7. Pete described the two options of accessing the park with automobiles: 1 via the existing state police driveway / parking lot and 2. Via a new driveway from Lieds Road directly into the park.
- 8. Lt. Magee and Sgt. Hegarty discussed the many reasons why utilizing the existing state police driveway to access the park is not a good idea. These included:
  - a. Safety for park visitors since police being called out in an emergency must exit through the only existing driveway.
  - b. There is a vehicle impoundment lot on the site and it is not ideal to allow public access to or around this lot.
  - c. Police officer's personal cars are parked in the lot. There is a concern about criminal surveillance of this lot information about officer's personal car info being ascertained.
  - d. There have been an increasing number of instances of assaults on police officers, including state police officers. The officers felt that it is important to limit easy access to the lot and site.

- e. There should be a clear delineation between the State Police portion of the site and the park site. The design should minimize the chance of a park visitor "wandering" onto the police site.
- 9. The new driveway to access the park was discussed. This would bring park visitor vehicles to a new parking lot for the park. There would probably be a restroom facility and a playground in the area of the park site nearest the Police facility. The officers expressed the following concerns:
  - a. While they recognize that the parking lot is best situated in the northern portion of the site, they requested that the lot be positioned as far away from the police facility as is possible.
  - b. We discussed the idea of a fence (post and rail, post and rail with wire, chain link, estate fence) between the park site and the police facility to clearly show the border between the public park and the police facility.
  - c. A buffer planting that cannot be seen through is <u>not</u> desired by the officers. They believe that a fence with an open view through and past the fence is a safer setting.
  - d. The park restroom facility, when constructed would access to the police facility to tie into the sanitary sewage system for the police station.
- 10. Pete mentioned that SC does not have a property "lease line" for the police station site but that would be developed as a part of the survey being developed in the master plan work.
- 11. The officers reported that most of the unwanted activities in existing township parks involve underage drinking and drug activity.
- 12. Pete stated that is could be possible for the Lieds Road Park entry drive could be gated closed at night.
- 13. The officers mentioned that even without the park being developed, it would be desirable to have enhanced security / gates/ card access, etc. at the existing parking lot for the police officers.
- 14. The officers mentioned that the cell phone tower is now where the impoundment lot as located and that the car impoundment lot was shifted to the south, toward the park property.
- 15. Sgt. Hegarty noted that Ramsey Reiner has kept him in the loop concerning park meetings.
- 16. Pete noted that the draft master plan will be on the Township web site in late winter / early spring.
- 17. Pete estimated that the earliest date for construction of park improvements would be 2018.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

Peter M. Simone, RLA, FASLA

President



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# **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 12.07.2015
7:00 PM

Topic: Task Force Meeting #2 Issue Date: December 9, 2015

# NOTES:

#### Attendance List:

a. Mike Euler (Parks Director)

- b. Christopher Parker (TF Member)
- c. Trudi Schmidhausler (TF Member)
- d. Vince Visoskas (TF Member)
- e. Janie Baird (TF Member)
- f. Rodger Greer (WYBA Representative, TF Member)
- a. Amy Johnston (TF Member, Resident)
- h. Sarah Leeper (Simone Collins)
- i. Pete Simone (Simone Collins)
- j. Matt Bradley (Simone Collins)
- 1. The revised project schedule was reviewed, along with the agenda for the meeting.
- 2. Chris P. (TF Member) requested that a Sunday site visit be planned so the Task Force Members can see the site. Simone Collins will set up a 'Doodle' Poll to figure out the best time for everyone.
- 3. Sarah L. (SC) showed the best location for the parking lot entrance based on SC and E.B. Walsh recommendations. She also described that there should be a 150' buffer along the stream since it is classified as a First Order Stream and a tributary of the west branch of the Brandywine River.
- 4. Sarah Leeper (SC) presents the (4) Conceptual Diagrams and conceptual images of site elements. The task force discussed each concept along with individual elements in each concept.
- 5. Janie B. (TF Member) expressed concerns with night time use in a park. Mike E. (Parks Director) replied that parks in the Township are open from dawn until dusk and that any lit courts (tennis/basketball) are closed by 9:30. Any nighttime use would be through a Township sponsored event. Peter S. (SC) also answered that some lighting might be appropriate in the future and can be designed to mitigate any concerns light pollution.
- 6. Mike E. (Parks Director) would not like to see movie nights proposed in Lieds Road Park. The Township recently upgraded facilities in Broad Run for movie

- nights. Other special night time activities such as star gazing or fireworks would have his support.
- 7. Mike E. (Parks Director) questioned what an insurance company's view on a tree house would be and how a budget for construction of the park is determined. Peter S. (SC) answered that now is the time for the committee to aim for a high standard with the master plan and create a unique park in the community. Once the elements and final design of the park are finalized, then an Estimated Cost of Development will be generated for the Master Plan. It is necessary to have a plan that catches people's imaginations and may lead to funding opportunities. Pete acknowledged that the township's risk manager should be consulted about a treehouse-like structure.
- 8. Chris P. (TF Member) mentioned that a lot of the tree house concept images shown at the meeting were too ambitious for this park. Peter S. (SC) mentioned that these images are just meant to spark inspiration and discussion, not to be copied or replicated in the park.
- 9. Janie B (TF Member) questioned whether a permeable parking lot is easier or cheaper than a rain garden. Sarah L. (SC) answered that one isn't necessarily 'better' than another. Site conditions generally dictate whether a rain garden will 'perc' enough to be appropriate. The extra infrastructure needed to construct a permeable parking lot can be expensive. Vince V. (TF Member) also replied that some rain gardens in the area were very costly.

### Comments on Conceptual Diagram #1

- 10. Vince V (TF Member) likes the different types of playgrounds in the park. Each playground would provide for a different user and experience. He expressed that he would like the Township to pursue an inclusive, universally accessible playground.
  - a. Vince V. (TF Member) likes the layout of the park overall.
  - b. Vince V. (TF Member) mentioned that 'berming' the labyrinth would not only help to define it but would help with maintenance and mowing.
  - c. Vince V. (TF Member) mentioned that the main loop in the park should be at least a mile in length and be a paved, hard surface.
  - d. Vince V. (TF Member) likes the idea of mowing trails into the proposed meadow areas. These could change throughout the year and from year to year.
- 11. Chris P. (TF Member) did not like the proposed tree house. He felt the remote location would become a nighttime hangout for local teens.
  - a. Chris P. (TF Member) likes the baseball field and how well it fits into the site with a minimum of grading.
  - b. Chris P. (TF Member) mentioned that SC should make sure that the proposed baseball field can accommodate 50'/60'/70' baselines.
  - c. Chris P. (TF Member) agrees with Vince V. (TF Member) about the different types and locations of playgrounds.
- 12. Trudi S. (TF Member) agrees that a nature based playground is something different than what is in the rest of the Township and would be a good fit for Lieds Road Park.
- 13. Rodger G. (WYBA) asked how close we can get to the stream. Sarah L. (SC) replied that the Township Engineer recommended that we not go any closer than 150' to the stream. This would include built elements such as

- boardwalks and observation decks, but a dirt hiking trail would most likely be permitted.
- 14. Janie B. (TF Member) questioned how the current equestrian and ATV use will be mitigated. Peter S. (SC) said that there are several ways to design for prevention of unwanted access into the park. One option could be to plant a thick hedgerow/shrub border and another could be placing bollards at key entrance points. Generally these 'undesirable' uses are curbed as the park space is programmed and park users become the eyes and ears of the park.

### Comments on Conceptual Diagram #2

- 15. Janie B. (TF Member) doesn't like the soccer field because it is too big for the size of the park and requires too much grading.
- 16. Chris P. (TF Member) has concerns about locating the dog park so far into the park and near the playground. Also, Chris expressed concerns about a dog park in general and if a dog park is built in the township, he favored a stand-alone facility, away from a children's playground. Janie B. (TF Member) also did not generally favor a dog park at Lieds Road.
- 17. Trudi S. (TF Member) questioned the need for a dog park when ChesLen and Lloyd Park are so close.
- 18. Vince V. (TF Member) the playground and park should keep with and reflect the aesthetics of West Bradford's agrarian landscape.

### Comments on Conceptual Diagram #3

- 19. Mike E. (Parks Director) mentioned that all the trails and lots in West Bradford are plowed in the winter.
- 20. Mike E. (Parks Director) questioned the use of wood structures because of maintenance needs and vandalism concerns.
- 21. Vince V. (TF Member) like this concept the least because it seems to replicate what is available at the ChesLen Preserve. His opinion is that Lieds Road Park should serve as a 'bridge' between the more active parks in the Township and the more passive uses in the ChesLen Preserve.
- 22. A general consensus among the Task Force Members was that the 'pod parking' concept is something they would like to see at the park regardless of the final park program of facilities.
- 23. Mike E. (TF Member) requested that protection of the homes across Lieds Road from the proposed parking area from car headlights be provided.
- 24. Vince V. (TF Member) asked Mike E. (Parks Director) if he would anticipate any need for storage at Lieds Road Park. Mike E. responded that he didn't see any need and would like to see all the areas in the park be used for recreation.
- 25. The Task Force liked the idea of replacing some of the proposed corn fields/ meadow areas with sunflower fields. The sunflower field off of 926 in Unionville and the sunflower field planted by Pete's Produce were offered as examples.
- 26. Trudi S. (TF Member) mentioned that the Brandywine Valley Association and Wild Birds Unlimited work in conjunction with each other to plant sunflowers for use as bird seed.

### Comments on Conceptual Diagram #4

27. Vince V. (TF Member) said that the geometric shape takes away from the site.

28. Chris P. (TF Member) questioned how the sycamore is treated and protected. Pete S. (SC) answered there are several way to protect the tree. Once way could be erecting a simple post and rail fence and another could be as simple as not mowing the meadow around the tree to serve as a vegetated buffer.

### Comments on Individual Park Programming Elements

- 29. The Task Force members agree that a sunflower field would be a good use for some of the open areas in the park.
- 30. The natural, 'pod parking' was the most popular option for a parking lot among the Task Force Members. If it cannot accommodate a larger number of spaces an over flow lot should be considered.
- 31. The Task Force would like to see potable water and a restroom close to the entrance of the park and the parking area.
- 32. Natural play areas as well as accessible play areas are features that the Task Force would like to see carried into the next series of conceptual plans.
- 33. Trails will be an important component within Lieds Road Park. The trails will have several different surfacing types. The Task Force would like to see the main trail loop be a hard, paved surface.
- 34. WBYA submitted a letter (attached to these meeting notes) supporting and requesting a baseball field.
- 35. Chris P. (TF Member) requested an acre of open field to be developed for un-programmed play because these are hard to find around the Township.
- 36. Vince V. (TF Member) mentioned that any proposed architecture, site features, or art respect the historically agrarian aesthetic of West Bradford Township.
- 37. Janie B. (TF Member) mentions that the access to Newlin Township is a very steep slope. Newlin Township would like to own the piece of Lieds Road Park that is in Newlin.
- 38. Janie B. (TF Member) commented that access could be worked out between the two Townships (West Bradford and Newlin) and that she needs to involve her full board of supervisors in this discussion.
- 39. Janie B. (TF Member) commented that the driveway on the 5 acre parcel is only for the Township maintenance access and not for public use.
- 40. Janie B. (TF Member) commented that obtaining access to the Star Gazer's stone from their property is a priority for Newlin Township.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

Sarah Leeper

**Project Manager** 



### SIMONE COLLINS LANDSCAPE ARCHITECTURE

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### **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building Meeting 02.01.2016 7:00 PM

Topic: Public Meeting #2 Issue Date: February 3, 2016

### **NOTES:**

Attendance list attached.

- Sarah L. (Simone Collins) opened the meeting by introducing the project team and asking everyone to sign in. She explained that because the master plan study in being funded in part by the Pennsylvania Department of Conservation and Natural Resources they require a record of public involvement.
- 2. Sarah L. reminded everyone to take the survey if they had not already done so and to ask all their friends to as well. The survey will be closed on February 16<sup>th</sup>.
- 3. Marguerite D (Resident) asked if any wildlife surveys had been performed to determine if the removal of corn production from the site would have adverse effects on the surrounding wildlife. Sarah L. said that a study of that type was not part of the scope of this project.
- 4. Sarah L. reviewed the existing conditions of the park through pictures and a review of the Composite Site Analysis.
- 5. Sarah L. reviewed public survey responses.
- 6. Sarah L. introduced Concept #1 and at the end of the presentation opened the floor for comments from the residents in attendance.
- 7. Alan R. (Resident) asked if any lighting in the park had been considered. Sarah L. responded that the Township has a 'Dawn to Dusk' policy for park use, and no lighting is proposed for the park. However, low level bollard lighting may be incorporated in the parking lot.
- 8. Alan R. asked if the dog park would be fenced. Sarah L. responded that the dog park would be fenced with at least a 5' foot fence.
- 9. Alan R. asked what the size of the outfield of the baseball field on concept #2. Sarah L. responded that it is proposed to be 215'. He suggested a larger outfield would accommodate older kids as well. Vince V. responded that you could probably accommodate adult softball. Chris P. (Task Force) stated that this field is to replace the field lost at the Embreeville Sports Complex and would serve kids 8-12 years old. Alan R. inquired if one baseball field is

- enough to meet the Youth League's needs. Chris P. responded that not all the baseball fields are grouped together, but are spread throughout the Township parks.
- 10. Maripat R. (TF) inquired if a larger restroom facility would be required to accommodate the concept with the sports field. Sarah L. stated that the restroom would be sized accordingly to meet the needs of the proposed final plan.
- 11. Alan R. asked what the overall budget for the park is. Sarah L. suggested not to let planning to be limited by any proposed budget at this point in the process. Once a final program is established, a cost estimate will be developed accompanied by a phasing plan. The phasing plan will be developed based on the Township's priorities and available funding. Alan R. offered that a first phase might be the parking lot, baseball field, and a walking trail. Sarah L. confirmed that may be an example of a possible first phase.
- 12. Maripat R. asked what the sledding hill is when it is not being used in the winter. Sarah L. responded that it could be a wildflower meadow or a lawn. Sarah L. confirmed that the hill where the sledding hill limits its ability for other program items. Marguerite D. asked how big the sledding hill is as proposed. Vince V. and Sarah L. confirmed it's roughly 2 acres.
- 13. Roger G. (West Bradford Youth Association TF) asked if the field orientation is defined by the DCNR. Sarah L. confirmed that the field orientation is indeed defined by the DCNR because an east/northeast orientation for the batter is the safest.
- 14. Marguerite D. comments that Longwood has freestanding treehouses and that a treehouse would be an interesting site feature near the Sycamore tree. Sarah L. responded that the Task Force had discussed this previously and came to the conclusion that a treehouse might be a liability to the Township. Amy J. (Resident) asked if wood from any trees removed could be re-used within the nature based playground. Sarah L. responded that this was a good idea.
- 15. Jack Hines. (Board of Supervisors Member) asked what is being done to preserve the Potter's Field. Sarah L. responded that to our knowledge it was on the Embreeville Site but we would work with Mike E. (Township Parks Director) to identify it and labeled on the final master plan.
- 16. Vince V. and Chris P. both responded that to their knowledge that the Potter's Field is on the Embreeville Property.
- 17. Jack H. commented that if at all possible the sledding hill should be located on a north facing slope rather than a south facing one to prolong any snow cove. In his opinion, the sledding hill should also be located closer to the parking lot to shorten the walk to the hill.
- 18. Jack H. commented that the State Police Barracks building is owned by the Township. A future connection between the park and this building during the planning phase should be considered so there is a cohesive feel to the site in the future.
- 19. Jack H. requested that the grades be considered when choosing the materials for the various walkways and pathways, noting anything above 5% is prone to erosion. Sarah L. agreed.
- 20. Marguerite D. proposed that the 'snake-y trail' could somehow be incorporated into the amphitheater or become an amphitheater.

- 21. Jack H. requested that the sound from the amphitheater and how it is amplified be considered.
- 22. Alan R. mentioned the concern for his property's privacy and asked if some buffering would be considered. Sarah L. responded that a buffer would be provided and that the Township would follow up with owners on an individual basis.
- 23. Maureen R. mentioned her support for the connection to ChesLen and asked about the timeline for that to happen. Sarah L. explained that any connection would need to be made through the Newlin Township with the cooperation of Newlin Township through their maintenance facility. Newlin has expressed some concerns about safety with people walking through the maintenance yard such as conflicts between vehicles and pedestrians. Simone Collins agrees that this connection is important to giving the park greater connectivity to other nearby open space resources.

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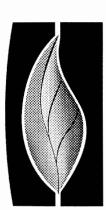
Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

at & Lugen

Sarah Leeper Project Manager



LANDSCAPE ARCHITECTURE
119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401
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## MEETING SIGN IN SHEET

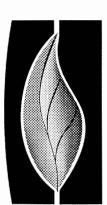
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Projec 14104.10

02.01.2016 Date: 7:00-8:00 PM

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## MEETING SIGN IN SHEET

Lieds Road Park Master Site Plan Project: West Bradford Township Building Location Public Meeting #2: Concept Plans Topic:

Projec 14104.10

02.01.2016 Date 7:00-8:00 PM

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### SIMONE COLLINS LANDSCAPE ARCHITECTURE

### **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 02.01.2016
7:00 PM

Topic: Task Force Meeting #3 Issue Date: February 3, 2016

### Attendance:

Abbie Kessler, Task Force
Lauren Klein, Task Force
Christopher Parker, Task Force
Maripat Rhood, Task Force
Trudi Schmidhausler, Task Force
Vince Visoskas, Task Force
Janie Baird, Task Force
Ramsey Reiner, Codes Clerk
Marguerite Davis, Resident
Sarah Leeper, Simone Collins
Matt Bradley, Simone Collins

### **NOTES:**

- 1. Sarah L. (SC) opened the meeting by reviewing the revised project/meeting schedule.
- 2. Sarah L. asked the TF members when the public survey should be closed. Vince V. (TF) responded that Feb. 16<sup>th</sup> would be fine and give residents plenty of time to respond after the second public meeting.
- 3. Sarah L. reviewed the public feedback survey data.
- 4. Trudi S. (TF) asked if there was any significance to the fact that (71) people skipped question 18 in the public survey. Sarah L. responded that question 18 is a 'logic' question and only applied if you replied 'yes' to the previous question.
- 5. Sarah L. reviewed Concept #1 and opened the floor for the TF members to give their initial reactions.
- 6. Janie B. (TF) stated that the design of Concept #1 is too busy.
- 7. Chris P. (TF) stated that there is not support on the Task Force for a dog park. Sarah L. responded that since the public did show support for it on the

- survey that it is a fair element to show in one of the concepts to allow for further input. Sarah L. also mentioned that the direction the TF had given at the last meeting was that if shown, a dog park should be closer to the parking area and the 'front' of the park. Marguerite D. stated that she did not support a dog park at Lieds Road Park and mentioned Lloyd Park is in close proximity for use by Township residents.
- 8. Marguerite D. (Resident) stated that the nature based playground should have an educational element interpreting the wetlands and stream. Sarah L. responded that the nature based play area will include educational and natural elements. By using natural materials, interpretative elements and unstructured play a child will have opportunities to interpret the natural surroundings.
- 9. Marguerite D. stated that the performance area should be designed to double as a shade structure or a picnic pavilion so that it wouldn't be a wasted space when not in use. Chris P. agreed with the idea.
- 10. Janie B. stated that the sculpture garden had a low percentage of support on the public feedback survey. Sarah L. responded that anything above 50% on the survey could be considered good support, but that a sculpture garden was not included in this concept. However the labyrinth had been well received in the concepts and the public feedback survey.
- 11. Vince V. stated that the loop trail in Concept #1 reminds him of a 'racetrack' and that he preferred the natural layout of Concept #2.
- 12. Abbie K. (TF) offered that the dog park could be taken out of the concept and replaced with a free play area that would interpret the pine forest. Abbie K. also stated that the open meadow should be an education area. She also said that she didn't care for the switch back trail because they take up too much space. Sarah L. responded that the concepts are schematic and the trail probably would not require so many switch backs. Marguerite D. stated that she like the sinuous path and it could be used as a sculpture garden.
- 13. Marguerite D. asked about the health of the wetland area. Sarah L. responded that the wetland seemed to be fairly healthy and contained a lot of spice bush. Janie B. mentioned that on the site walk the committee saw lot of skunk cabbage already growing.
- 14. Sarah L. reviewed Concept #2 and opened the floor for comments.
- 15. Vince V. mentioned that the Task Force had requested an infield to accommodate 60 & 70 foot base lines.
- 16. Marguerite D. asked what kind of maintenance is needed for the sunflower fields. Sarah L. responded that typically, they need to be seeded and then harvested.
- 17. Janie B. commented that harvesting the sunflowers would almost require them to be in one area. Maybe the sunflower fields should be combined into one or two larger areas.
- 18. Chris P. stated that he likes the natural layout of Concept #2.
- 19. Chris P. stated he thinks that the Sycamore should have a fence around it; something like a simple post and rail is what he would support. Marguerite D. suggested working with a local artisan could create a fence as a sculptural element. Maybe the fence could be a sculptural element that could include seating.
- 20. Marguerite D. suggested elements from both concepts could be melded together such as including the sinuous path and wildlife observation deck from Concept #1 in Concept #2.

- 21. Marguerite D. did not feel a baseball field was appropriate within the park. Vince V. responded that the inclusion of the baseball field is to replace the one being lost at the Embreeville Sports Complex. Sarah L. asked if the baseball field would be a practice field or would be fully programmed. Chris P. responded that it would be a fully programmed game field. Marguerite D. asked what uses the baseball field would have when not in use. Sarah L. responded that it wouldn't be gated and closed, anyone could use it for a pickup game, fly a kite, or kick a soccer ball. Chris P. stated that the baseball field would need to be fully fenced. Trudi S. proposed that the fencing could have staggered openings with no gates for easy access.
- 22. Abbie K. asked for clarification on how the playground would 'tier' into the hillside. Sarah L. responded that the thought behind the playground was that each space would be at a different level and incorporate different uses.
- 23. Janie B. asked if lighting was proposed for in the park. Sarah L. responded that the parking may have some low level bollard lighting for dusk or after dark programmed activities, but no lights are proposed for within the park.
- 24. Marguerite D. asked if there was any thought given to providing vegetative sound buffering in the park. Sarah L. responded that, based on Simone Collins' previous research that vegetative buffers provide more of a 'psychological' than an actual, measurable difference. That is not to say there should not be any buffer included along the boundaries of the park for visual purposes.
- 25. Ramsey R. (TF) mentioned that there are three homes that encroach on the park property and that the Township would work with them to determine a solution.
- 26. Chris P. stated there are three homes that you could see directly into their backyards; He recommended that these properties be screened.
- 27. Abbie K. mentioned that she thinks the parking could be 'pushed' back further into the site to accommodate a berm and buffer plantings to minimize the impact on neighbors across the street. Vince V. responded that it seems like there is plenty of space to accommodate a berms. Sarah L. seconded Vince's recommendation that the proposed parking would be able to incorporate the existing embankment along Lieds Road.
- 28. Marguerite D. asked if the proposed reforestation would include native species. Vince V. responded that the park would conform to the Township Subdivision and Land Ordinance (SALDO) and that it requires native species.
- 29. Ramsey R. requested the estimated quantity of parking in the concepts. Sarah L. responded that the proposed lot held 30 cars and the overflow lot would hold and additional 30. Marguerite D. asked what the parking lot surface would be. Sarah L. responded that the lot would be a hard surface such as asphalt or porous asphalt to conform to stormwater best management practice (bmp) needs.
- 30. Chris P. asked what material would be used for the overflow parking surface. Sarah L. responded that SC is proposing re-enforced turf be used but if high use is intended, suggested a different material be considered to accommodate youth sports parking.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

Sarah Leeper Project Manager

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### SIMONE COLLINS LANDSCAPE ARCHITECTURE

119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 W W W . . . S I M O N E C O L L I N S . C O M

### **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 03.16.2016
7:00-8:00 PM

Topic: Public Meeting #3 Issue Date: March 23, 2016

### Notes:

### Attendance Sheet is attached

- 1. Sarah L. (Simone Collins) began the presentation by reviewing the meeting schedule, public meeting visioning responses, and the survey results. A quick orientation and introduction to the park site was conducted using aerial photographs images and site pictures.
- 2. Sarah L. presented the parking area concept. The location for the entrance was determined by EB Walsh Engineering. The recommended location of the entrance is along a rise on Lieds Road offering good views of vehicles coming from both directions. The existing berm along Lieds Road would be preserved, the drive cut through and the parking area located behind and lower than the berm.
- 3. Sarah L. discussed the possible, future connection to the State Police Barracks parking area. The exploration of the connecting drive was a response to Task Force comments referencing future Township use of the building when the lease to the State of Pennsylvania comes to an end. A buffer of shade trees and post and rail fencing will provide an acceptable (per conversation with the State Police) buffer between the park and the State Police Barracks.
- 4. Sarah L. reviewed the Little League Baseball field adjacent to the parking area. Jack H. (Board of Supervisors) commented that a small field would see limited use and that he would rather see an open play field.
- 5. Sarah L. described the different types of trails and pathways in the park. The main loop will be paved with asphalt and at a grade of less than 5%. The entire loop will be ADA accessible. Along with the main paved loop trail, mown paths through meadows and natural surface hiking trails will take park users through the different habitats and zones of the park.
- 6. Sarah L. noted that the hiking trail along the Unnamed Tributary on the eastern boundary of the site is in flux. A Pennsylvania Natural Diversity Inventory search uncovered that the wetlands on site could be a habitat for bog turtles, a species that is federally listed as threatened. The Township has secured a professional to perform a survey for the bog turtles. If bog turtles are found then a trail will not be allowed in the wetland.

- 7. Sarah L. introduced the area around the heritage Sycamore. The walkway around the sycamore is stone dust and outside the dripline of the tree. Stone dust was chosen to lessen any impact on the tree. An interactive sculpture is located around the base of the tree to act as a barrier for the tree. Adjacent to the sycamore is a half-acre open field for free play. Marguerite D. (Resident) asked for clarification on the proposed grades and site work proposed within the vicinity of the sycamore as any change in the runoff patterns or exposure could negatively impact the sycamore. Sarah L. explained that SC did not propose any significant grading near the sycamore and the walkway around the sycamore is proposed as stone dust to reduce any impact.
- 8. Sarah L. described the inclusive playground and the planting concept around the playground. The plantings around the playground are to provide shade and provide enclosure. Marguerite D. asked what the plant palette around the playgrounds would be. Sarah L. responded that the children gardens will focus on pollinator gardens and other kid friendly plantings. In addition to these gardens a native plant palette is proposed. Marguerite D. inquired whether dogwood trees could be used as a small ornamental tree around the playground. Sarah L. responded that dogwoods are notoriously finicky trees and are difficult to establish and maintain in a public park setting. Sarah L. said that other understory trees such as Amelanchier and Redbuds would most likely be proposed.
- 9. Sarah L. describes the proposed amphitheater taking advantage of the existing sloping terrain east of the inclusive playground. The amphitheater walls could be built using a variety of materials including boulders, stone walls, and/or and concrete. Marguerite D. asked if electricity service was planned to extend to the amphitheater. Sarah L. confirmed that the amphitheater is proposed to have electricity. Jack H. had a concern about the amphitheater and prevailing winds.
- 10. The nature based playground located on the south eastern side of the park was described by Sarah L. as a space that would focus on the ecology of the park site using natural materials. Marguerite D. (Resident) asked if the playground could include interpretation of the Lenape Indians and the bog turtles as part of the playground. Sarah L. agreed that this would be a good programming element. Jack H. (Board of Supervisors Member) raised concerns about the nature based playground's location on the south side of the site. His main concern is that its distance away from the parking lot would result in more chance of vandalism.
- 11. Marguerite D. (Resident) had a question about the lack of a viewing platform that was included in previous iterations of the master plan. Sarah L. explained that once Simone Collins received the final site survey and examined the design of the structure more closely, the grades were too steep to accommodate ADA accessibility. Also, the setback required because of the wetland boundary and the possibility of the presence of bog turtles on site rendered the observation deck not feasible.
- 12. Alan R. (Resident) inquired about the time table for construction. Pete S. (Simone Collins) responded that the Township is aggressively moving forward and is seeking a grant from the DCNR this year. Construction wouldn't start for at least another year.
- 13. Marguerite D. inquired if the Potter's Field has been surveyed and located. Sarah L. responded that Simone Collins will contact EB Walsh Engineering to coordinate a survey of the area in question to locate the potter's field.

- 14. Marguerite D. inquired about what is happening in the transitional spaces between the meadows and the woods. Sarah L. explained that those areas would be reforested and small understory trees and shrubs would be allowed to re-vegetate the space.
- 15. Jack H. (BOS) commented that the pavilions should be different than what are in the rest of the Township parks; the pavilions could be a different shape or include play elements. The pavilions should not duplicate what is in the rest of the Township. Jack H. also commented that the pavilions should be easily accessed by car for drop off supplies for parties and picnics.
- 16. Jack H. proposed that the park name should be Lieds Park instead of Lieds Road Park.

This report represents the Professional's summation of the proceedings and is not a transcript. Unless written notice of any correction or clarification is received by the Professional within ten days of issue, the report shall be considered factually correct and shall become part of the official project record.

Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

L & Lugen

Sarah Leeper

Project Manager



## SIMONE: 610.239.7601 FAX: 610.239.7606 W W W SIMONE COLLINS.COM

### MEETING SIGN IN SHEET

Project: Lieds Road Park Master Site Plan

Location: West Bradford Township Building

Topic: Public Meeting #3: Draft Plan Presentation

Project: 14104.10

Time: 7:00-8:00 PM

3.14.2016

Date:

NAME	ADDRESS	PHONE	EMAIL	
1. Vivee Vigostas	Task Force			
2. Christopher Parker	Tush force			
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4. Abbie Kessler	Task force			
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# SIMONE COLLINS LANDSCAPE ARCHITECTURE 119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 w w w simonecollins.com

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### **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 03.16.2016
6:00-7:00 PM

Topic: Task Force Meeting #4 Issue Date: March 23, 2016

### Attendance:

T. Andrew Egan, Task Force
Abbie Kessler, Task Force
Lauren Klein, Task Force
Christopher Parker, Task Force
Vince Visoskas, Task Force
Mike Euler, West Bradford Parks Director
Jack Hines, Board of Supervisors
Ramsey Reiner, Codes Clerk
Matt Bradley, Simone Collins
Sarah Leeper, Simone Collins
Peter Simone, Simone Collins

### **NOTES:**

- 1. Sarah L. (SC) opened the meeting by reviewing the results of the public survey and the Lieds Road Park site using photographs and plans.
- 2. Sarah L. reviewed E.B. Walsh Engineering's recommendations for the location of the entrance off of Lieds Road.
- 3. Sarah L. discussed a possible, future connection to the State Police Barracks parking area. This exploration is a response to Task Force comments referencing future Township use of the building if the lease to the State of Pennsylvania comes to an end.
- 4. Sarah L. described the different types of trails and pathways in the park. Mike E. (Parks Director) questioned why all the trails in the park wouldn't be paved. Sarah L. responded that a variety of trail surfaces creates different experiences within the park and that the trail in question would be mown lawn. This reduces the amount of down on stormwater runoff and creates an experience keeping with the agrarian aesthetics of Chester County.

- 5. Mike E. stated that the Board of Supervisors (BOS) is against the baseball field. Sarah L. and Peter S. responded that the flat area currently shown as a baseball field could be an open field or a baseball field and that Simone Collins was responding to comments and direction from the Public Survey and the Task Force. **SC will seek feedback from the BOS.**
- 6. Sarah L. described the inclusive playground and the planting concept around the playground. The aim of the plantings around the playground are to provide, shade, provide enclosure, and direct views to the field and to the sycamore. Small children's gardens will focus on pollinator and native plants.
- 7. Sarah L. introduces the amphitheater by describing the existing sloping terrain that it is nestled into. At the top of the amphitheater is an earthen berm to mitigate any sound from the performance space below. ADA seating is located at the top of the amphitheater. Chris P. (TF) asked about the amphitheater seat walls. Sarah L. responded that the material could be anything from concrete, to stone, to boulders. Chris P. asked if the stage/performance space is designed for multiple uses (a previous TF comment). Sarah L. answered that the performance area is designed for multiple uses. The stage would not be covered by a traditional "band shell" but by a more rustic pavilion or shade structure.
- 8. Sarah L. described natural surface hiking trail along the western border of the park and how it weaves through a planting of Eastern Red Cedar serving as a buffer and space delineation. Vince V. (TF) questioned whether the Eastern Red Cedar could be established without deer eating them. Pete S. responded that tree tubes and other preventative measures would need to be implemented during construction and the first few years of the park to protect all of the new plantings. Pete S. also stated that deer are prone to eat anything when they are hungry enough.
- 9. Vince V. asked if the exact location of the potter's field has been surveyed and marked on the plans. Sarah L. responded that it was not noted on E.B. Walsh's survey but SC had narrowed the possible location down using aerial photos. Pete S. stated that there would be no construction directly adjacent or near the field so it would remain undisturbed. Vince V. asked that the field be located so that it would remain undisturbed and to check which property it is on (Lieds Road Park or the Embreeville site). Chris P. said that the Task Force should adopt the potter's field, have it surveyed, and make a recommendation to the Board of Supervisors. Mike E. said that he is currently working with a local Boy Scout troop to preserve and rehabilitate the potter's field.
- 10. Chris P. (TF) stated that he liked the design for the park as it was presented. Chris P. reiterated his support for the baseball field as proposed because it will serve hundreds of children in the Township. Chris P stated that there is only one baseball field at the current Embreeville Field location and this would replace that facility.
- 11. Sarah L. introduced the site phasing and accompanying estimated cost of development. Pete S. asked that the Task Force review the proposed phases and the estimated costs of development and offer suggestions. Abbie K. (TF) made the suggestion that the baseball field/open play field should be included in Phase 1 if DCNR moneys will be pursued. By including the baseball field/open play field will create a useable park which is more desirable to the DCNR.

- 12. Mike E. asked if Simone Collins would like to present the draft plan to the Board of Supervisors during the 45 day review period. Pete S. responded that SC could absolutely do that.
- 13. Pete S. stated that the Task Force should recommend what they feel is the plan that most represents the Township's needs and the resident's requests. Chris P. stated that his position is the Task Force should make the recommendation to the Board of Supervisors.
- 14. Pete S. suggested that the Task Force recommend some people and organizations for the final Key Person Interview list.
- 15. Chris P. questioned the space between the park area/baseball fields. He wanted to make sure it didn't become dead or unkempt space. Sarah L. responded that the drainage basin and the septic field for the Police Barracks is located in this area. Sarah L. said that the proposed maintenance for this area would be to continue mowing this space. Vince V. asked if the septic field is actually there. Sarah L. said that it was shown in that location on the survey prepared by E.B. Walsh. Ramsey R. (TWP) confirmed that the State Police Barracks are on septic.
- 16. Vince V. asked if subdividing the property would be needed since DCNR money will be pursued.
- 17. Jack H. (BOS) stated that the Board of Supervisors has not officially addressed Lieds Road Park or any of the site elements but that the baseball field was not popular on the first view. Jack H. said that Ramsey R. (TWP) should be approached about getting on the docket for the next BOS meeting. 7 pm on April 12<sup>th</sup> was set as the date.
- 18. Ramsey R. (TWP), noted that Cindy Dunlap of DCNR will review the Draft Plan.

This report represents the Professional's summation of the proceedings and is not a transcript. Unless written notice of any correction or clarification is received by the Professional within ten days of issue, the report shall be considered factually correct and shall become part of the official project record.

Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

L & Lugen Sarah Leeper

Project Manager

### **MEETING NOTES**

Project: Lieds Road Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting

Date/Time: 05.02.2016
6:00-7:00 PM

Topic: Task Force Meeting #5 Issue Date: July 8, 2016

### Attendance:

Abbie Kessler, Task Force Trudi Schmidhausler, Task Force Vince Visoskas, Task Force Janie Baird, Task Force Ramsey Reiner, Codes Clerk Peter Simone, Simone Collins

### **NOTES:**

The draft comments were reviewed with the attendees.

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Sincerely, SIMONE COLLINS, INC. LANDSCAPE ARCHITECTURE

Peter M. Simone, RLA, FASLA President



### SIMONE COLLINS LANDSCAPE ARCHITECTURE

119 EAST LAFAYETTE STREET NORRISTOWN, PA 19401 PHONE: 610.239.7601 FAX: 610.239.7606 W W W . . . . S I M O N E C O L L I N S . C O M

### **MEETING NOTES**

Project: Lieds Park Master Plan Project No.: 14104.10

Location: West Bradford Township Building

Meeting
Date/Time: 05.23.2016
7:00-8:00 PM

Topic: Public Meeting #4 Issue Date: May 31, 2016

### Attendees:

Mike Euler, Township Parks Director Abbie Kessler, Task Force Bruce Laverty, Board of Supervisors Christopher Parker, Task Force Ramsey Reiner, Task Force Vince Visoskas, Task Force Cheryl Wanko, Resident Matt Bradley, Simone Collins Sarah Leeper, Simone Collins

### Notes:

- Sarah L. (Simone Collins) began the presentation by reviewing the previous meeting schedule, public meeting visioning responses, and the survey results. A quick orientation of the park site was conducted using aerial photographs images and site pictures. The analysis maps produced for the park property were also reviewed.
- 2. Sarah L. reviewed the Estimated Costs of Development. The Township submitted an application for a Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnerships Programs (C2P2) Grant for the first phase of Lieds Park. The proposed phases are flexible depending on how much money the Township has to spend. A major part of the first phase would be the engineering and construction documentation for the park.
- 3. Sarah L. went over the changes made for the final master plan. The main differences are the removal of the baseball field and the addition of unique/custom pavilions.
- 4. Sarah L. reviewed the proposed grading for the park describing how the lower play field is 'cut' into the slope and the berm at the top of the amphitheater directs views and mitigates any sound coming from the amphitheater.
- 5. Chris P. (Task Force) commented that the initial reason for 60 space lot is because of the baseball diamond. If that is taken out of the final master plan,

are the 60 spaces still necessary? Chris added that maybe 1/3 or 2/3 of the spaces w/ overflow would be better and save money. Sarah L. responded that SC could add this recommendation into the wording of the final report. Additionally, Sarah noted that the modular nature of the parking lot design means that the lot could be constructed in phases as the park grows. Ramsey R. commented that the addition of the pavilions and the playgrounds would create demand for the parking. Mike E. commented that the 60 spaces really aren't that much and that it would be enough.

- 6. Cheryl W. inquired if the open play field replacing the baseball diamond would be lit or have a backstop. Sarah L. responded that the field would have a backstop but would not be lit. Lieds Park would adhere to the Township's Dusk to Dawn policy of park hours. Cheryl W. asked how the Park's development would impact the wildlife in the area. Cheryl commented that the Embreeville development will create a negative effect on wildlife habit on the neighboring property. Sarah L. responded that the recommendation in the master plan will actually increase the usable habitat by increasing the forest cover and replacing the current monoculture of feed corn with diverse native meadows. Cheryl W. also asked if the amphitheater would have access to electricity. Sarah L. responded that the amphitheater would be further refined during the construction documentation process.
- 7. Abbie K. inquired if the impact of the park on the intersection of Lieds Road and Strasburg Road had been investigated. Abbie K. stated that the intersection, currently, is almost impossible to cross as it stands. Abbie K. commented that the park could create additional traffic to the area. Sarah L. asked for confirmation that Lieds Road is a local road and that Strasburg is a State road. Several of the attendees confirmed that this is the case. Sarah L. stated that the traffic study for this intersection was out of this project's scope and that PennDot would investigate improvements to this intersection if they received enough requests.

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Sincerely,

SIMONE COLLINS, INC.

LANDSCAPE ARCHITECTURE

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Sarah Leeper Project Manager

### Lieds Road Park Public Opinion Survey

Thursday, March 10, 2016

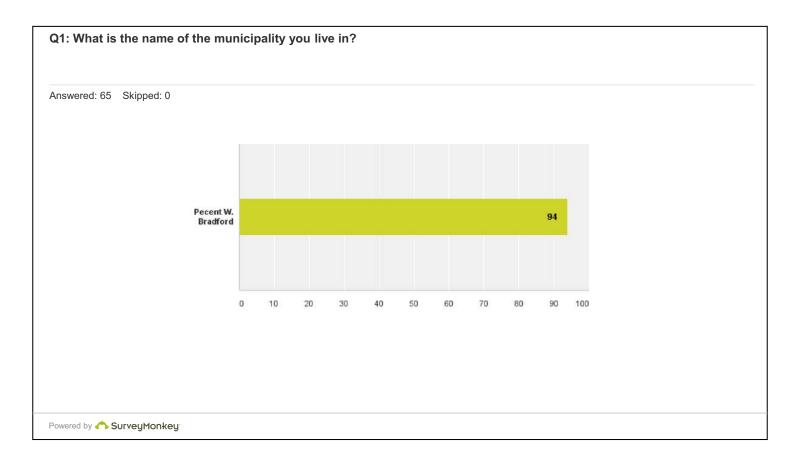
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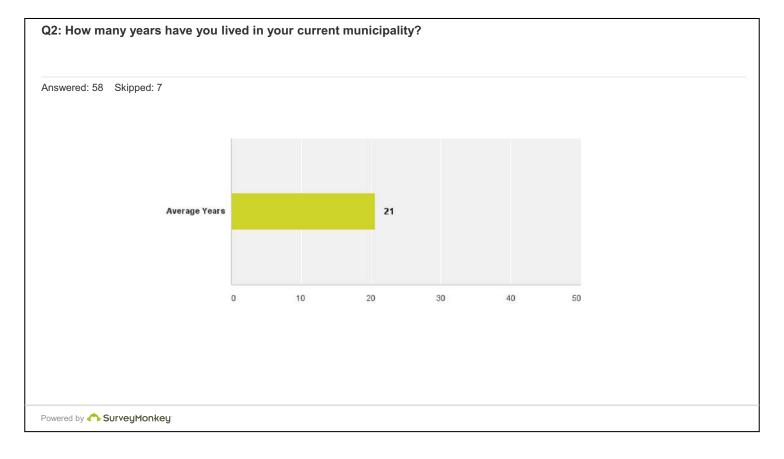
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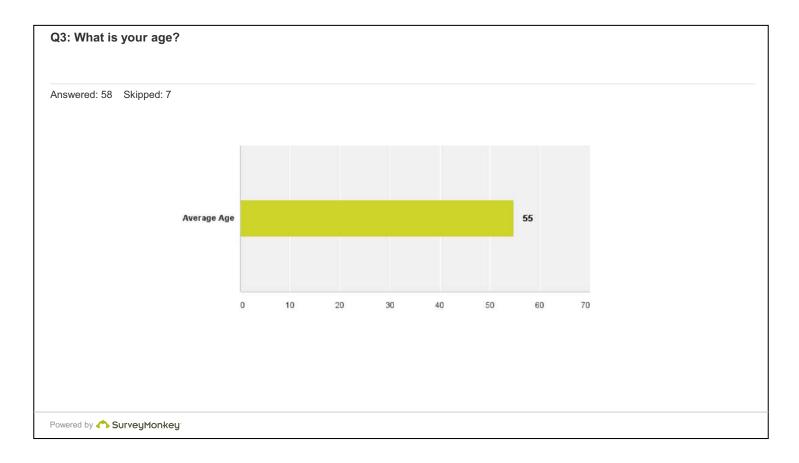
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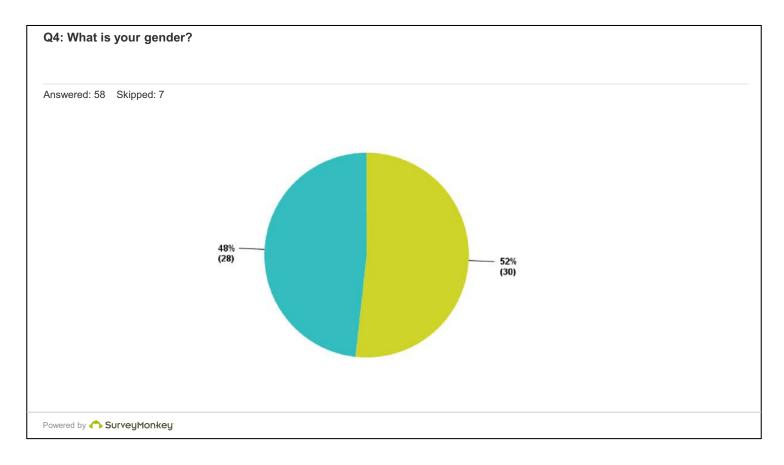
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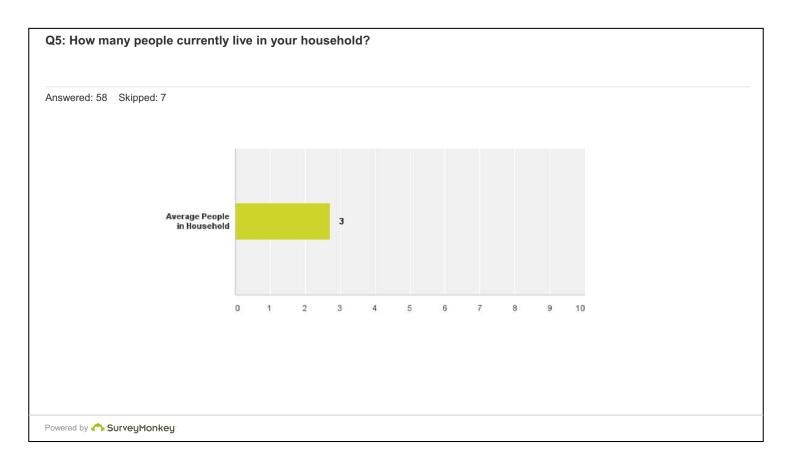
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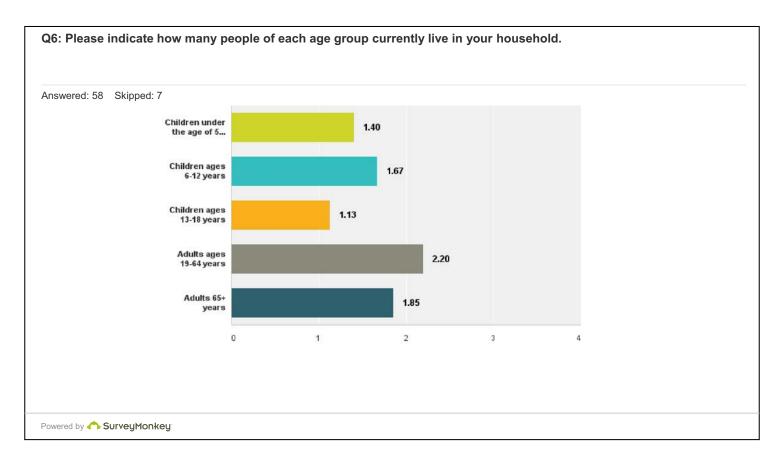


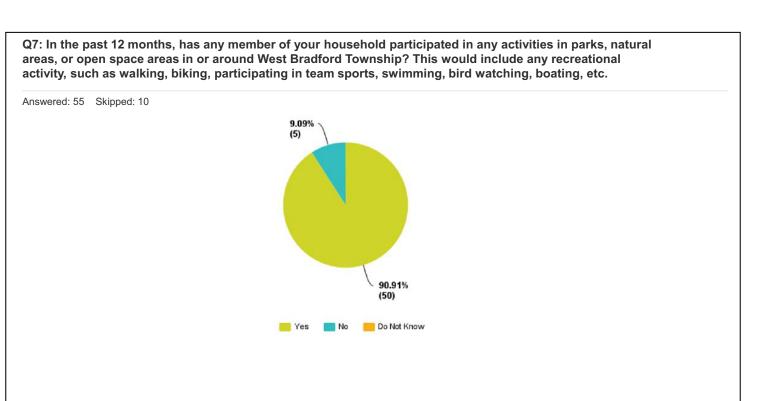


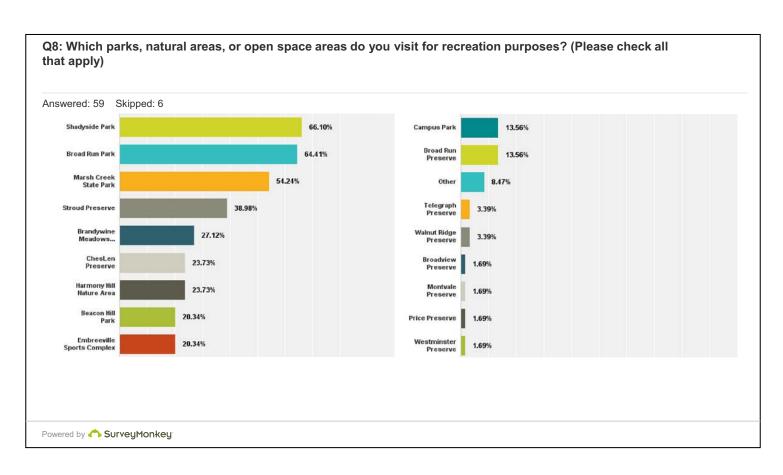


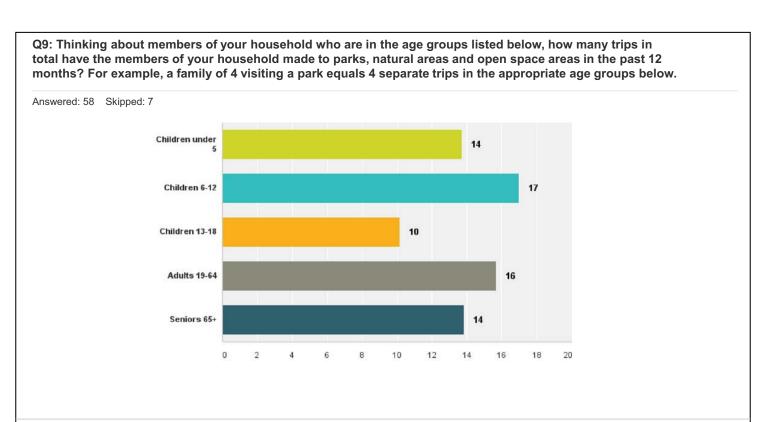


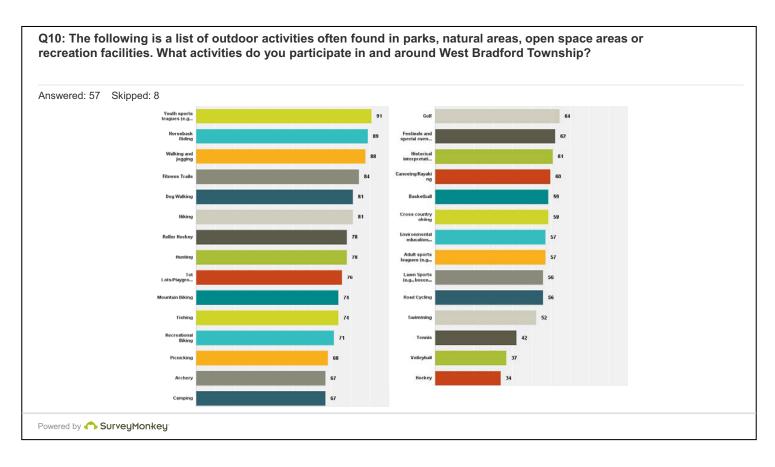


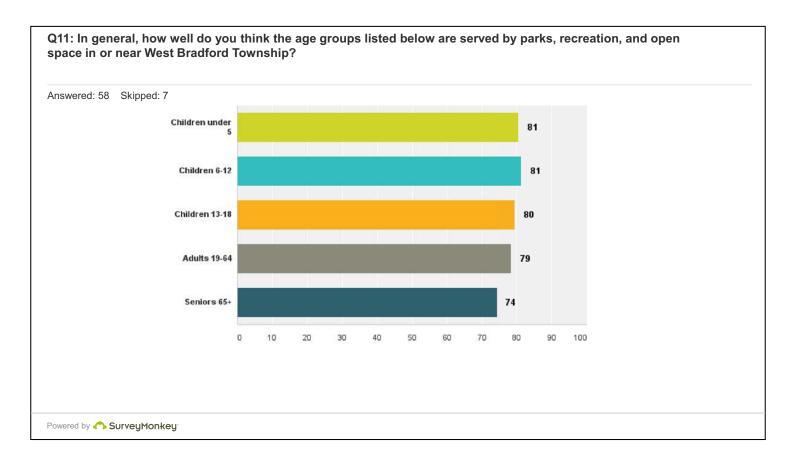


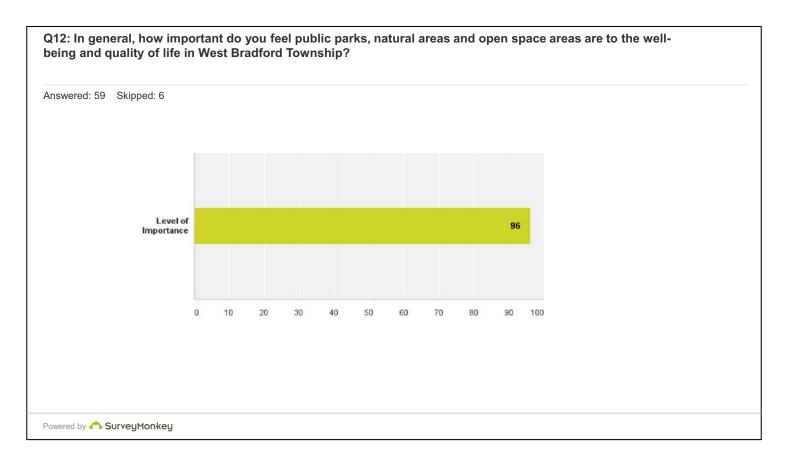


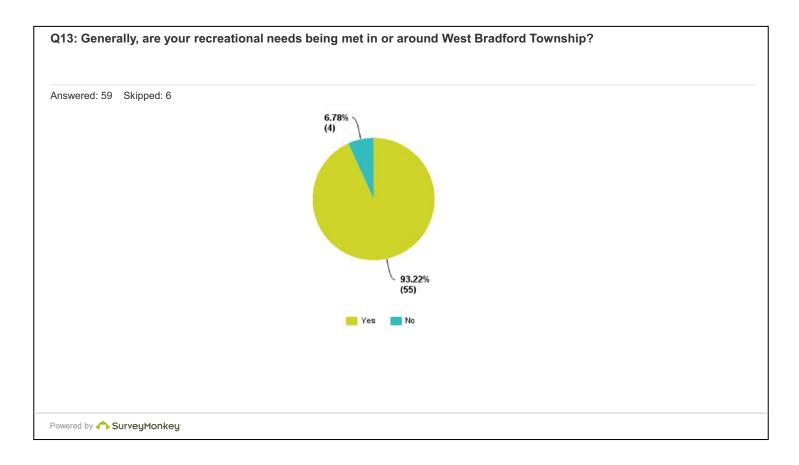


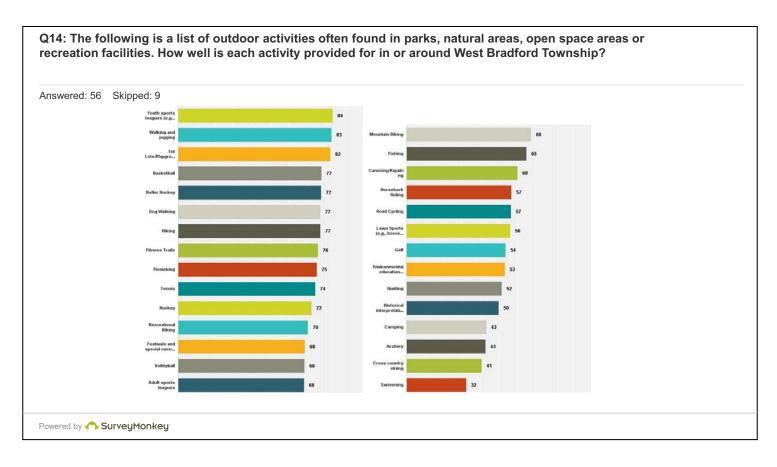


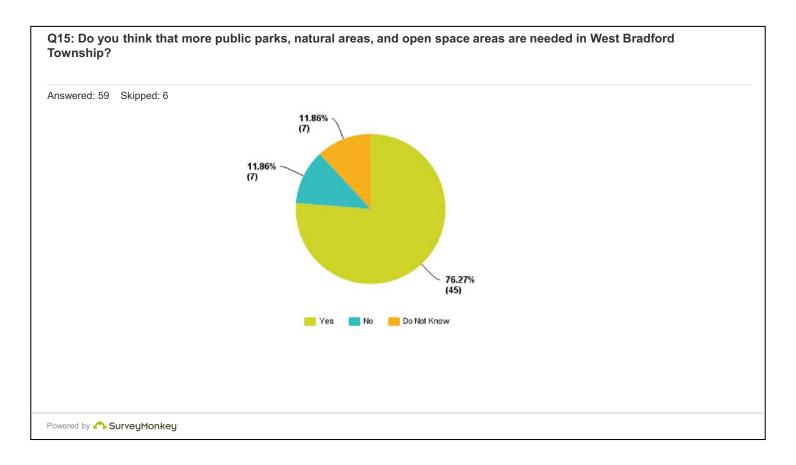


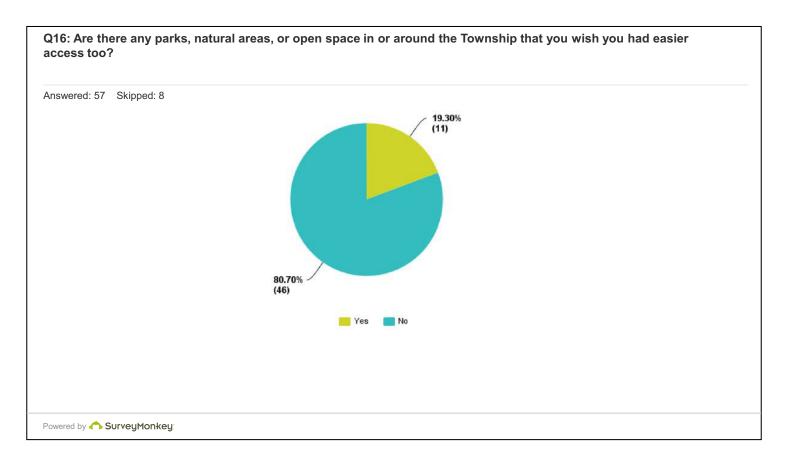


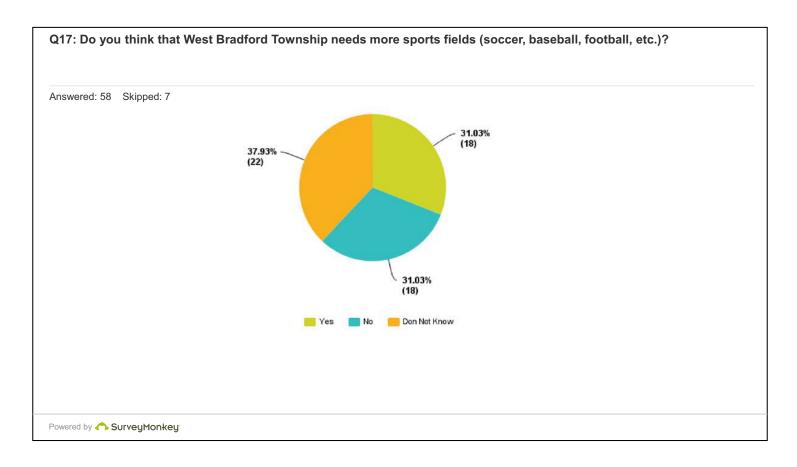


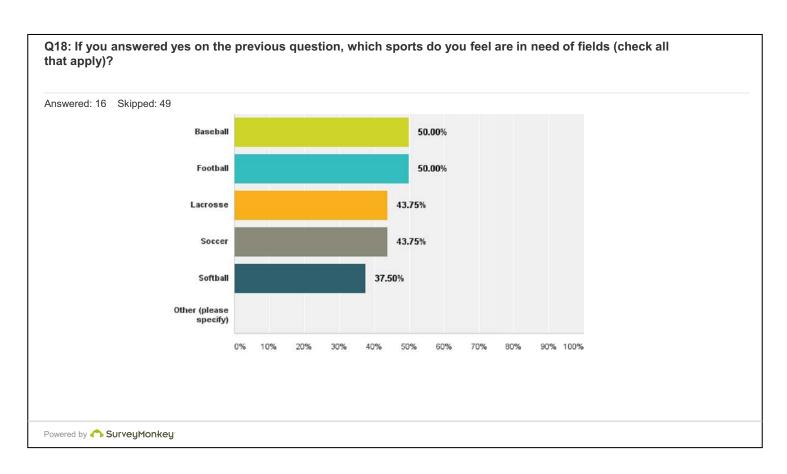


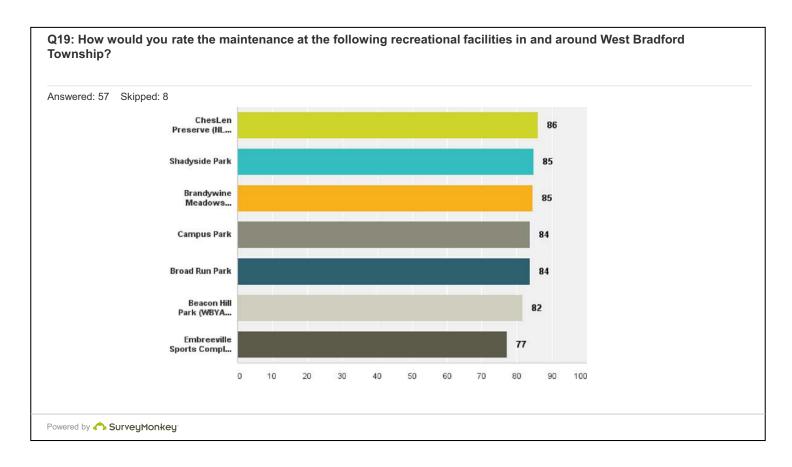


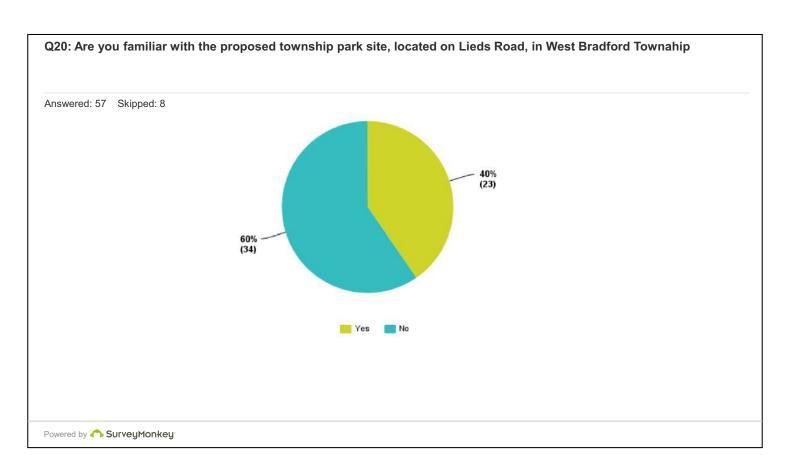


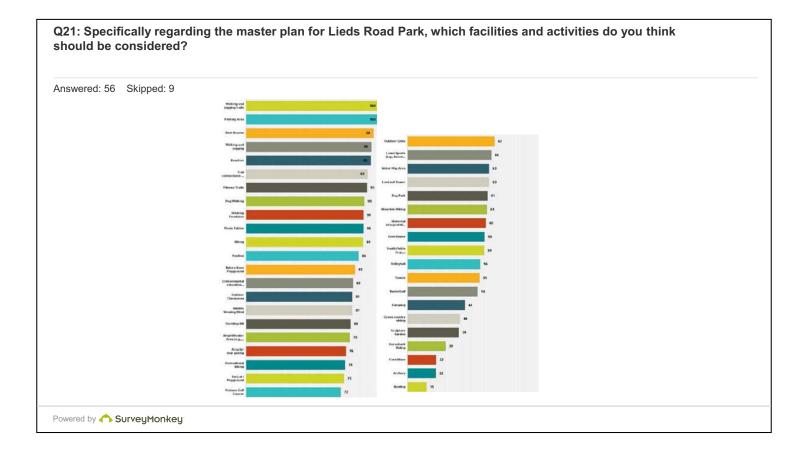












### **Lieds Road Park Public Opinion Survey**

Thursday, March 10, 2016

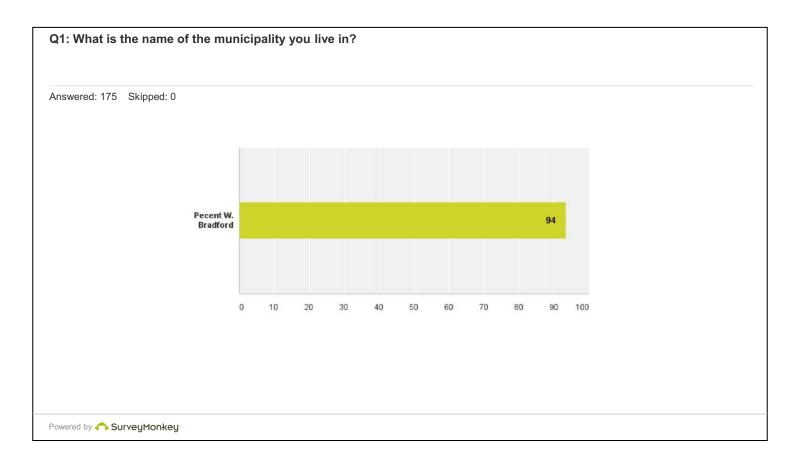
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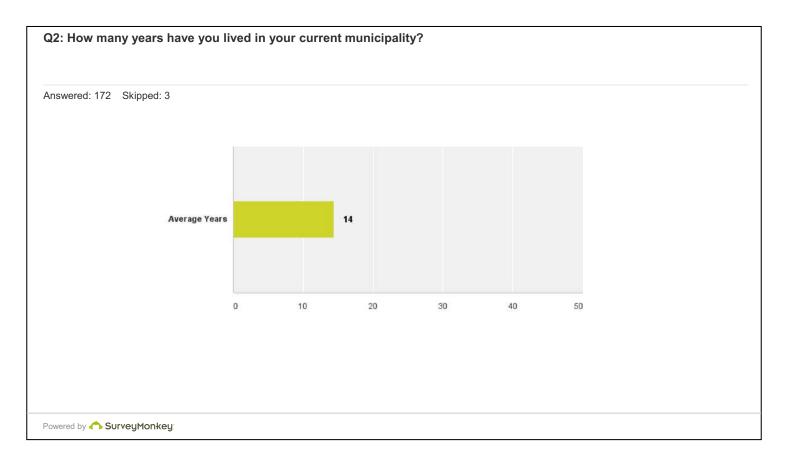
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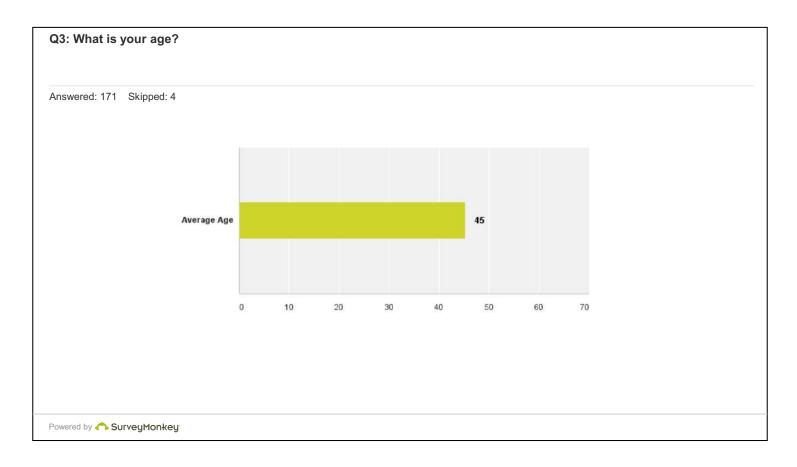
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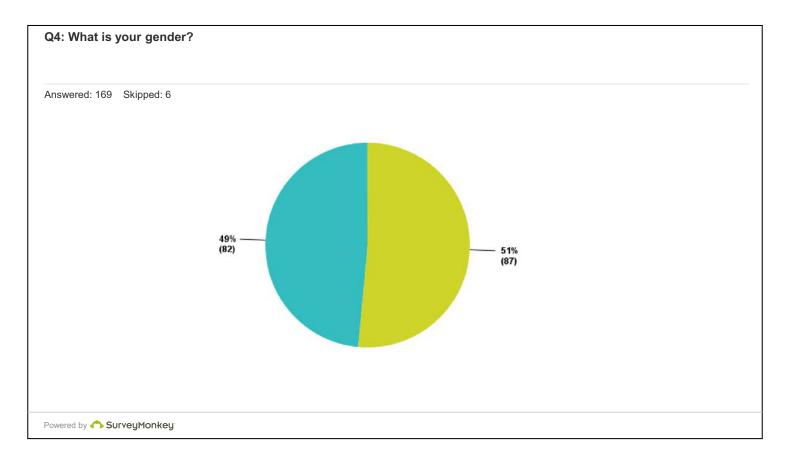
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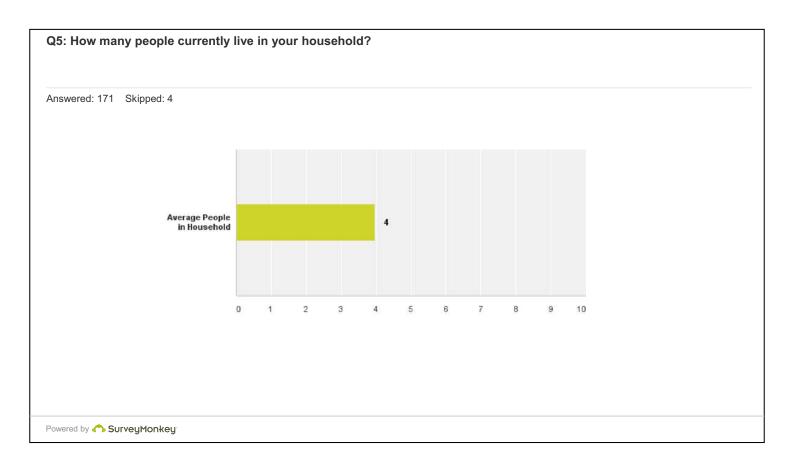
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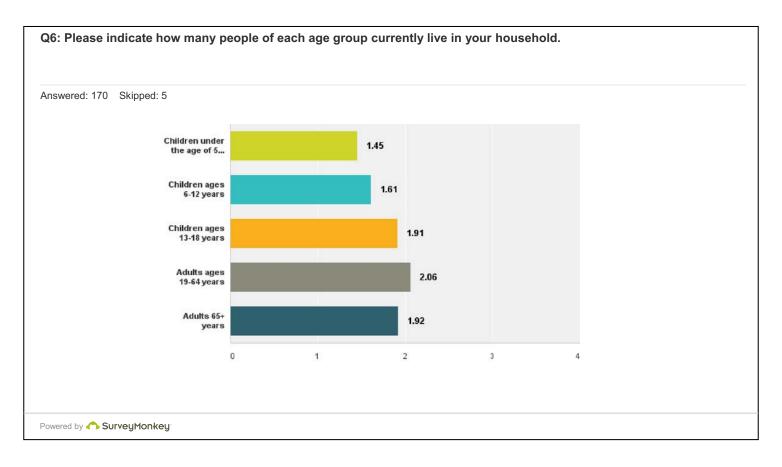




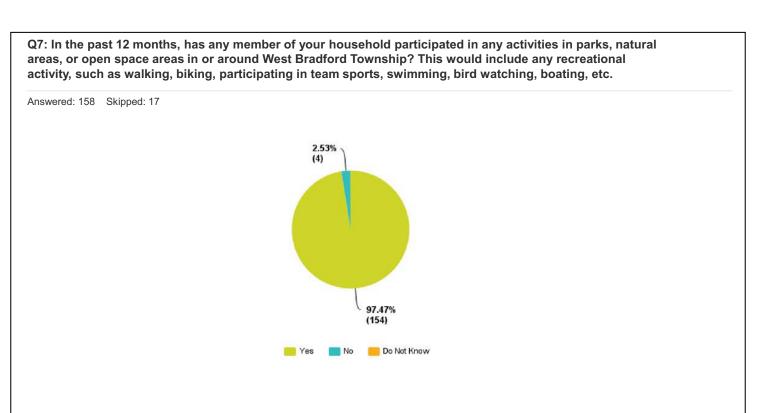


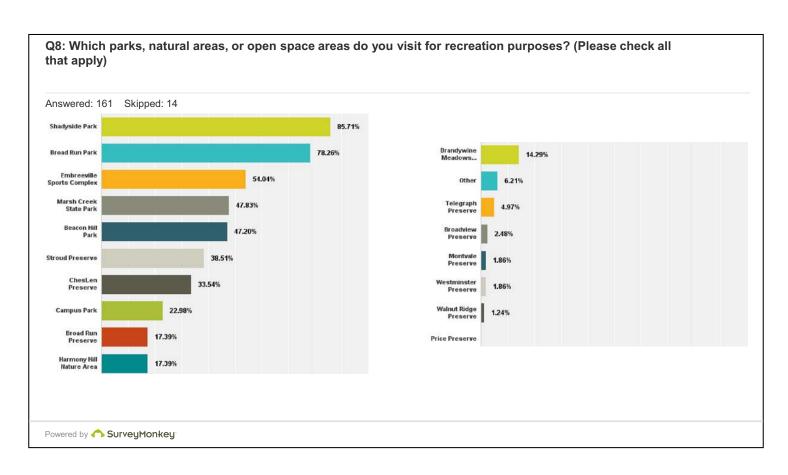


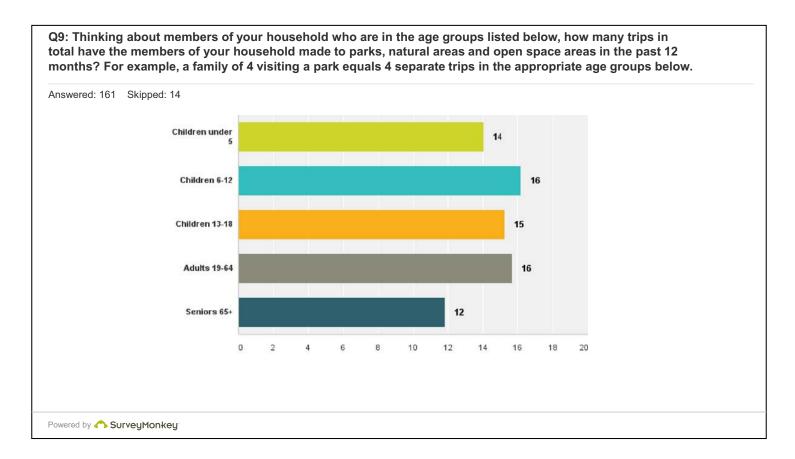


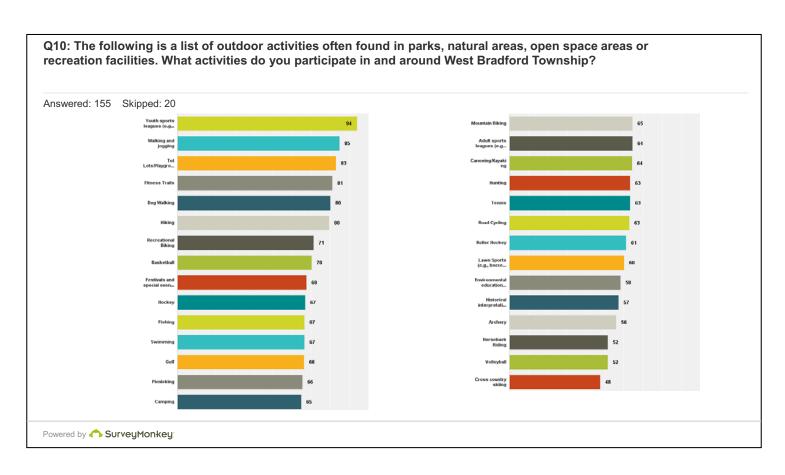


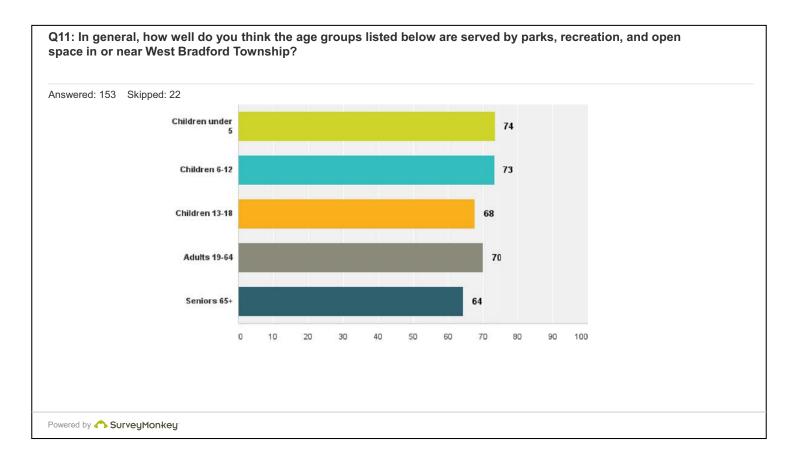
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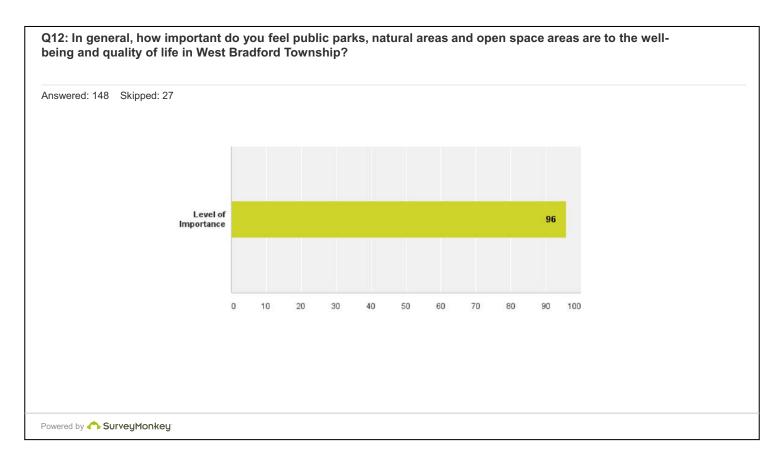


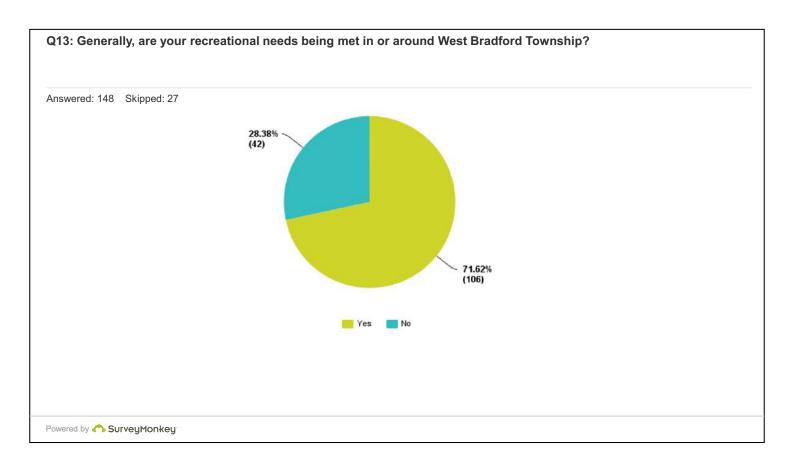


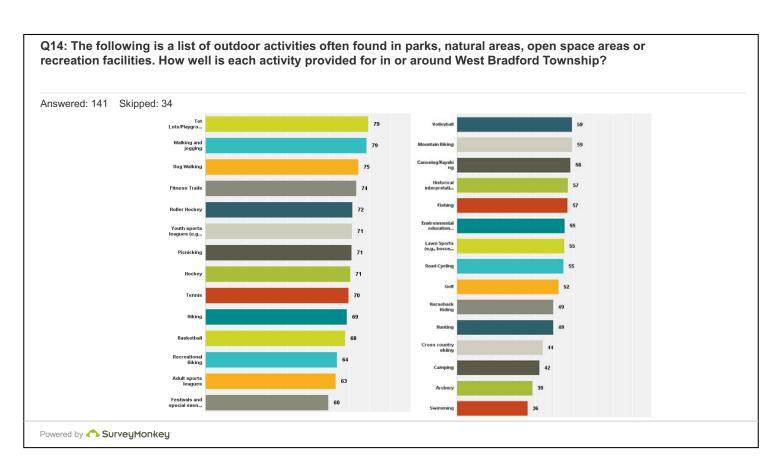


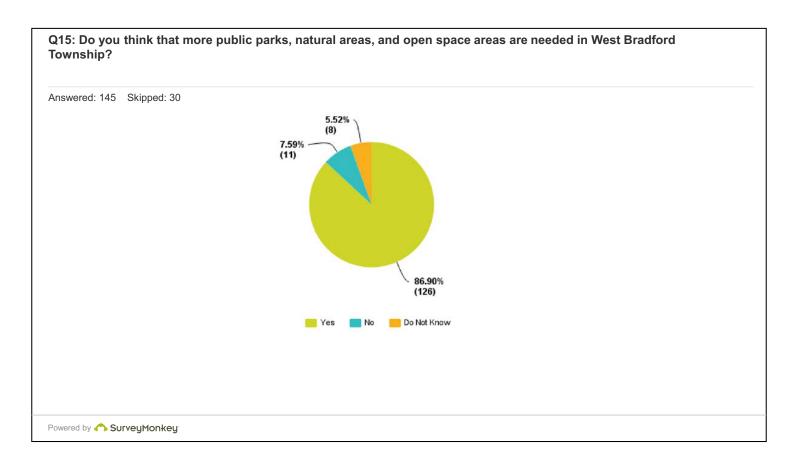


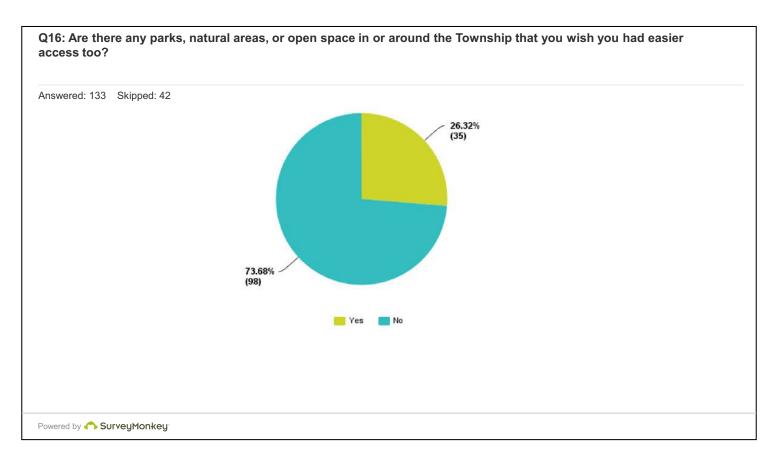


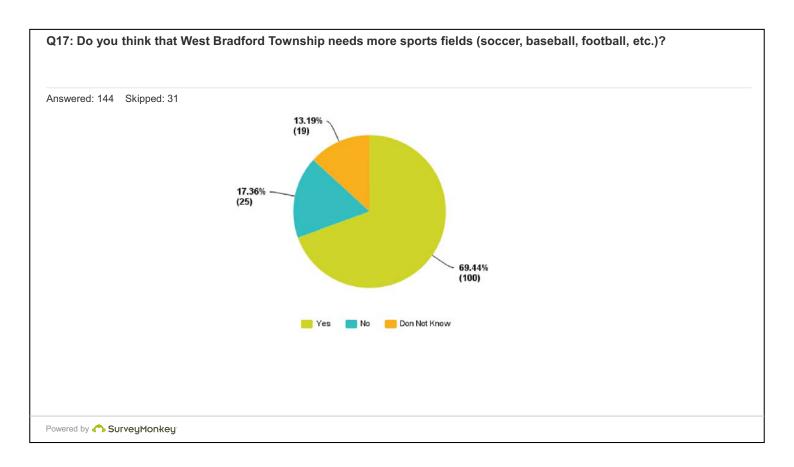


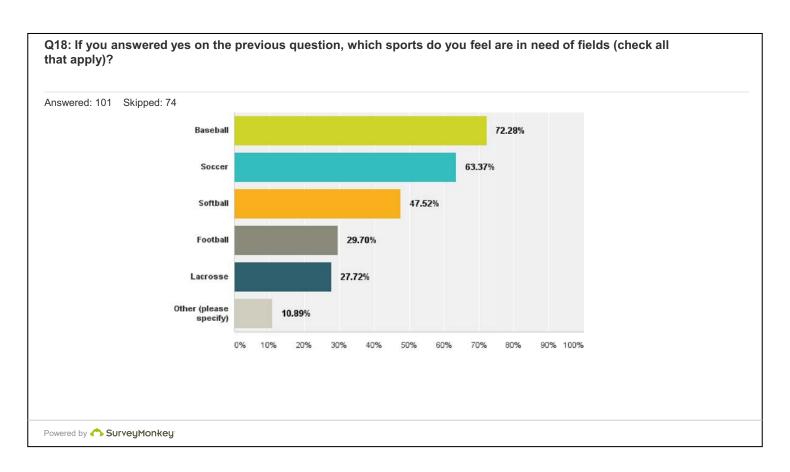


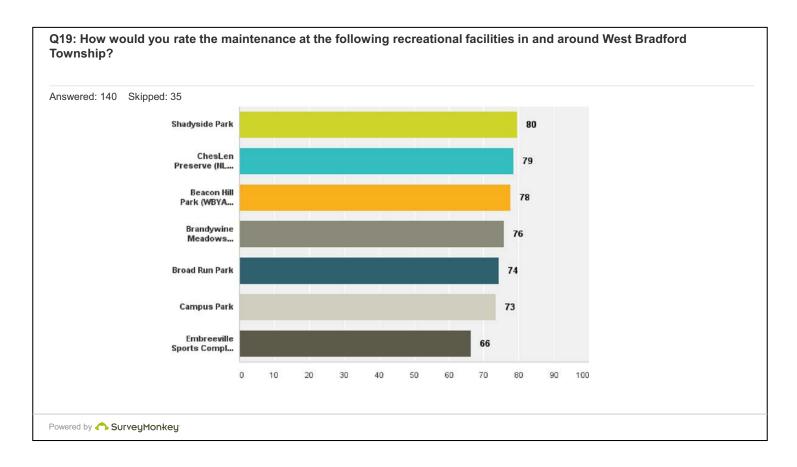


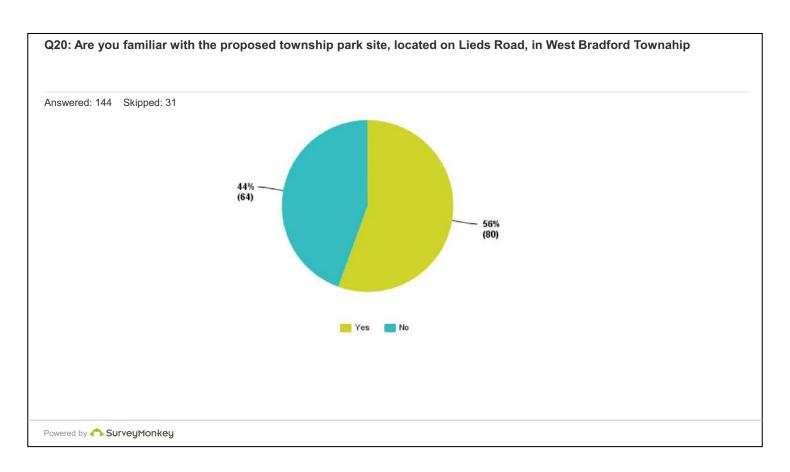


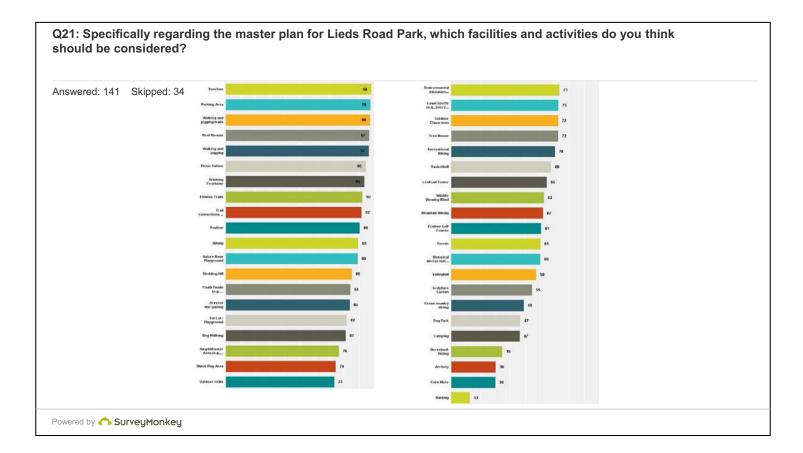


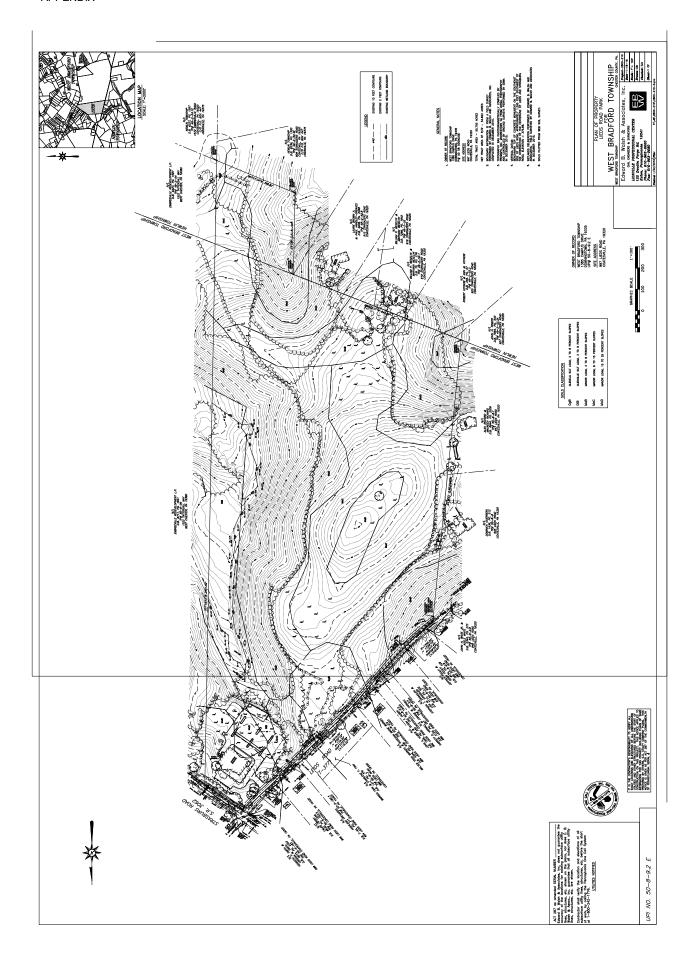


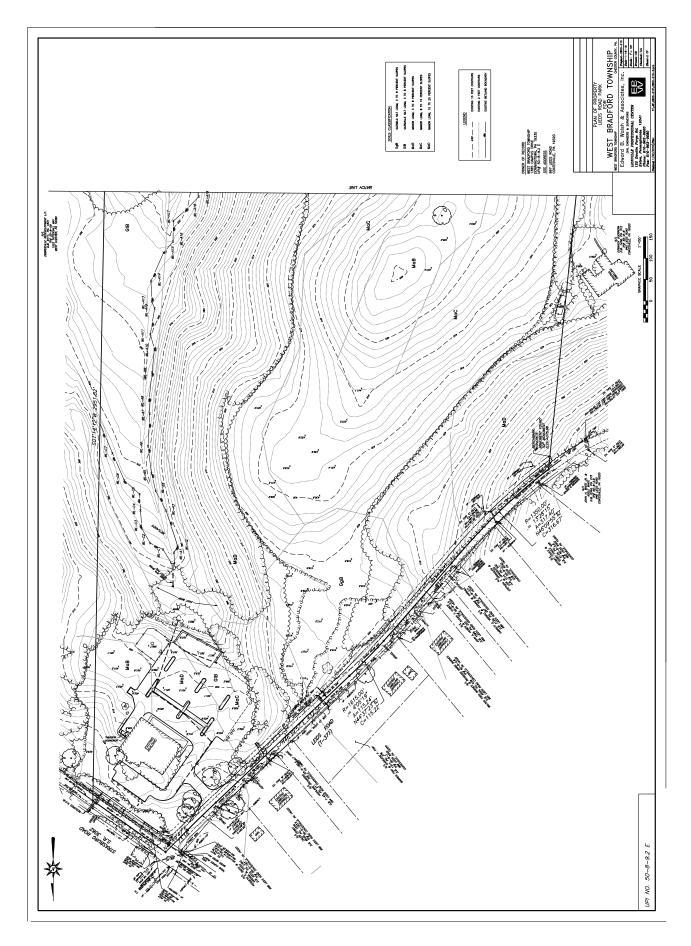


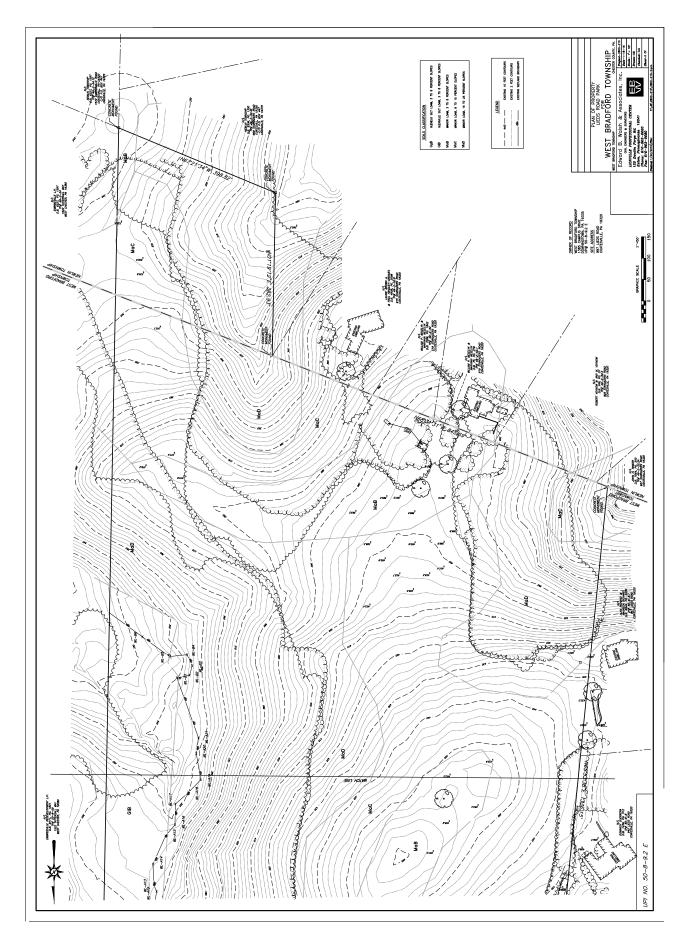


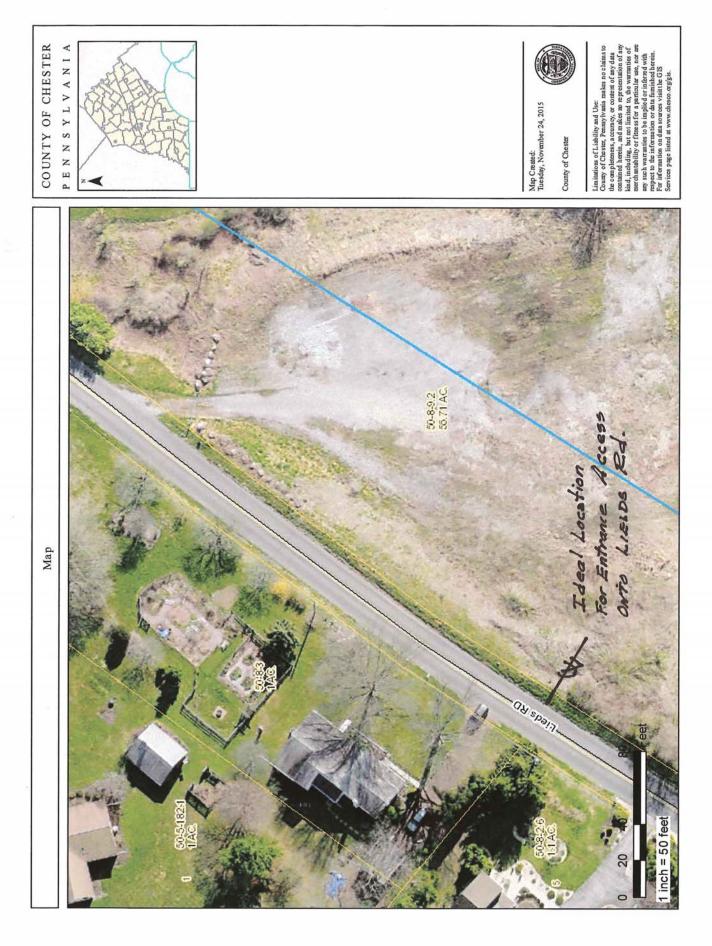


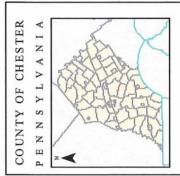














Map Created: Monday, November 30, 2015



# COUNTY OF CHESTER PENNSYLVANIA

WILLIAM P. WESELYK YMARYAWN WESELYK 919 STARGAZERS RD. Coutesville, P.A. 19320



Map Created: Friday, January 22, 2016

County of Chester

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Map inch = 50 feet





Map Created: Friday, January 22, 2016

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June 10, 2016 Reference No. 40001

Mr. Brian Scofield U.S. Fish and Wildlife Service Pennsylvania Field Office 110 Radnor Rd, Suite 101 State College, PA 16801

Dear Mr. Scofield:

Re: Phase 1 Bog Turtle Habitat Assessment Report Proposed Leids Road Park West Bradford Township, Chester County, Pennsylvania PNDI 20150529515345

GHD Services, Inc. (GHD) was retained by E. B. Walsh & Associates, Inc. to conduct a bog turtle habitat assessment (Phase 1 survey) on a 55.7-acre tract located at the intersection of Leids Road and Strasburg Road West Brandywine Township, Chester County, Pennsylvania (Study Area). West Bradford Township is proposing to utilize this property as a public park and is currently undertaking planning studies to determine the best layout of park amenities (trails, active and passive use areas, etc.).

The PNDI Project Environmental Review Receipt (PNDI # 20150529515345) indicates a potential conflict with the bog turtle and requests that a Phase 1 survey be conducted for the Site. The PNDI is attached in Appendix A. Photographs of the wetlands onsite taken during the Phase 1 survey are provided in Appendix B. Habitat Evaluation Field Forms are provided in Appendix C. The results of GHD's Phase 1 survey are provided in the following paragraphs.

#### 1. Site Location and Description

The location of the Site is shown on the Unionville, PA 7.5-minute USGS topographic quadrangle provided as Figure 1. The Cartesian coordinates of the center of the Site are 39.944299°, -75.733773° WGS 84. As shown on Figure 1, the Site is located south of Strasburg Road and east of Leids Road on rolling topography. The center of the Site is shown as being cleared hill top (farm land) and has generally moderate slopes while the perimeters of the Site are shown as forested and are primarily steep slopes. A first order unnamed tributary to the West Branch Brandywine Creek is shown along the Site's eastern property boundary. An aerial photograph showing the Site and surrounding land uses is provided as Figure 2. As shown on Figure 2, the Study Area is comprised of agricultural land on the hill tops and wooded slopes around the perimeter of the Site.

A Site Plan showing the existing conditions is provided as Figure 3. As shown on Figure 3, three water related features were identified on or within 300 feet of the Site. Area 1 is a forested wetland associated with the UNT to West Branch Brandywine Creek. Area 2 is a small ephemeral drainage



feature at the southwestern corner of the Site. Area 3 is a man-made stormwater detention basin that was constructed for the adjoining Embreeville State Police Barracks. The results of GHD's Phase 1 are provided in following sections.

#### 2. Methodology

A Phase 1 survey was conducted by GHD on March 11, 2016 in accordance with the USFWS protocols entitled: Guidelines for Bog Turtle Surveys (revised April 2006). The Phase 1 survey was conducted by Mr. Scott Bush, P.W.S., an agency approved bog turtle surveyor. The wetlands occurring in the Study Area were assessed for their suitability to support bog turtles based on the USFWS vegetation, soils, and hydrology criteria for bog turtle habitat. Any wetlands meeting the criteria for bog turtle habitat were identified as suitable bog turtle habitat. Wetlands that were lacking one or more of the USFWS criteria for bog turtles were not identified as suitable bog turtle habitat.

#### 3. Bog Turtle Habitat Criteria

The USFWS and PFBC describe the hydrology, soils, and vegetation criteria for bog turtle habitat as stated below:

#### 3.1 Suitable Hydrology

Bog turtle wetlands are typically spring-fed with shallow surface water or saturated soils present year-round, although in summer the wet area(s) may be restricted to near spring head(s). Typically these wetlands are interspersed with dry and wet pockets. There is often subsurface flow. In addition, shallow rivulets (less than 4 inches deep) or pseudo-rivulets are often present. In some cases, the source of a wetland's hydrology is difficult to determine because springs and seeps are not visible. However, the influence of springs and seeps is apparent (e.g., presence of saturated soils year-round).

#### 3.2 Suitable Soils

Usually, a bottom substrate of permanently saturated organic or mineral soils is present. These are often soft, mucky-like soils (this does not refer to a technical soil type); you will usually sink to your ankles (3-5 inches) or deeper, although in degraded wetlands or summers of dry years this may be limited to areas near spring heads or drainage ditches. In some portions of the species' range, the soft substrate consists of scattered pockets of peat instead of muck. In the areas of the wetland where saturated soils are present, you will be able to probe them to a depth of at least 3 inches, but pockets of 5 to 12 inches are likely to be present. During drought conditions, the extent and depth of mucky soils may be dramatically reduced over non-drought conditions, with soft, saturated soils being limited to areas near springs or seeps.

#### 3.3 Suitable Vegetation

The dominant vegetation in bog turtle habitat typically consists of low grasses and sedges (in emergent wetlands), often with a scrub-shrub wetland component. Common emergent vegetation

includes, but is not limited to: tussock sedge (*Carex stricta*), soft rush (*Juncus effusus*), rice cut grass (*Leersia oryzoides*), sensitive fern (*Onoclea sensibilis*), tearthumbs (Polygonum spp.), jewelweeds (Impatiens spp.), arrowheads (Saggitaria spp.), skunk cabbage (*Symplocarpus foetidus*), panic grasses (Panicum spp.), other sedges (Carex spp.), spike rushes (*Eleocharis* spp.), grass-of-Parnassus (*Parnassia glauca*), shrubby cinquefoil (*Dasiphora fruticosa*), sweet-flag (*Acorus calamus*), and in disturbed sites, reed canary grass (*Phalaris arundinacea*) or purple loosestrife (*Lythrum salicaria*). Common scrub-shrub species include alder (*Alnus* spp.), red maple (*Acer rubrum*), willow (*Salix* spp.), tamarack (*Larix laricina*), and in disturbed sites, multiflora rose (*Rosa multiflora*). Some forested wetland habitats are suitable given hydrology, soils and/or historic land use. These forested wetlands include red maple, tamarack, and cedar swamps.

Wetlands meeting these criteria are wetlands that the USFWS and PFBC identify as suitable bog turtle habitat.

#### 4. Results

GHD evaluated the wetlands in the Study Area to determine if suitable bog turtle habitat was present or absent. The completed Phase 1 Field Forms documenting the hydrology, soils, and vegetation in the wetland areas on the Site are provided in Appendix C. A map showing the wetlands or water features in the Study Area is provided as Figure 3. A discussion of each wetland area is provided below.

#### 4.1 Area 1

Area 1 is a 3.7 acre palustrine forested wetland located in a forested valley along the eastern Site boundary. Area 1 contains a small first order UNT to West Branch Brandywine Creek which has a moderate gradient channel composed of riffles and runs. The channel of the UNT receives stormwater discharge from the upstream stormwater management basin (Area 3) and is somewhat incised and eroded.

The dominant vegetation in Wetland Area 1 consisted of green ash (*Fraxinus pennsylvanica*), American beech (*Fagus grandifolia*), red maple (*Acer rubrum*), spice bush (*Lindera benzoin*), Asiatic tearthumb (*Polygonum perfoliatum*), and skunk cabbage (*Symplocarpus foetidus*). Common nondominant species included Japanese stilt grass (*Microstegeum vimineum*) and wineberry (*Rubus phoenicolasius*). Area 1 lacked mucky soil. Almost all of the soil in Area 1 was observed to be firm silt loam. Several small patches of non-mucky soil (less than 3 inches of soft silt) were observed along the base of the hill slopes. These small non-mucky areas were underlain by rocky soil or firm mineral soils. These seeps appear to be seasonal in nature. A small foundation filled with water was observed in Area 1 along the northern property line, east of the UNT. This foundation appeared to be an old hand dug well. Numerous pickerel frogs (*Lithobates palustris*) were observed in the well. The well did not appear to have an outfall.

Area 1 continues off-site to the southeast. The off-site portion of the wetland is forested with mature deciduous trees and the gradient of the UNT increases to moderately steep. No areas of deep mucky soil were observed in Area 1 adjoining the Site.

It is GHD's opinion that Area 1 on or adjoining the Site is not suitable bog turtle habitat. While Area 1 contains some plant species that can be associated with bog turtle habitats (e.g., skunk cabbage), the plant community is dominated by mature trees that generally shade the wetland and stream corridor. Area 1 lacked deep mucky soil suitable to support bog turtles. Several seeps were observed however they generally had thin rocky soils.

#### 4.2 Area 2

Area 2 is a small first order ephemeral channel that occurs off- the Site at its south west corner. There are no wetlands that adjoin the channel on or adjoining the Site. The channel was dry, primarily unvegetated, and the substrate consisted of firm soil and gravel. The adjoining vegetation included green ash, red maple, and spice bush. Mucky soils were absent. Seeps and springs were absent.

It is GHD's opinion that Area 2 lacks all three USFWS criteria to be considered suitable bog turtle habitat and is not habitat that could potentially support bog turtles.

#### 4.3 Area 3

Area 3 is a 0.23 acre man-made stormwater detention basin located immediately south of the State Police Barracks. Area 3 receives direct stormwater discharge from the impervious surfaces related to the Police Barracks. The dominant vegetation consisted of common reed (*Phragmites australis*), common rush (*Juncus effusus*), and small carpet grass (*Anthraxon hispidus*). The detention basin lacked deep mucky soil. A small muddy spot is located at the inlet pipe to the basin. The hydrology is stormwater driven and the area is periodically flooded during and after rain evens. Seeps and springs were absent.

It is GHD's opinion that Area 3 is not habitat that could potentially support bog turtles. The area is man-made and lacks suitable mucky soils and suitable hydrology.

#### 5. Conclusions and Recommendations

GHD conducted a Phase 1 survey on the 55.7-acre Leids Road Park Site located just south of the State Police Barracks at the intersection of Leids Road and Strasburg Road in West Bradford Township, Chester County, Pennsylvania. GHD assessed the habitat within the wetlands in the Study Area to determine if suitable bog turtle habitat was present on the Site. None of the wetlands or water features identified on or adjoining the Site had the combination of suitable vegetation, deep mucky soil, and suitable hydrology to support bog turtles.

We request your review and concurrence with GHD's Phase 1 survey results. If you have any questions or require additional information, please call me at (610) 321-1800 ext. 11.

Sincerely,

Scott E. Bush, P.W.S. Senior Ecologist

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SEB/sb/1

Encl.

**FIGURES** 

**USGS FIGURE** 

LEIDS ROAD PARK WEST BRADFORD TOWNSHIP, CHESTER CO., PA

11104001 Jun 14, 2016

FIGURE #1

GIS File: I: Project Work Areal Scott Bush I: EB Walsh West Bradford Park EbrevilleRD/GIS/Figure 1 - USGS Location Map.mxd

Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet

800

400

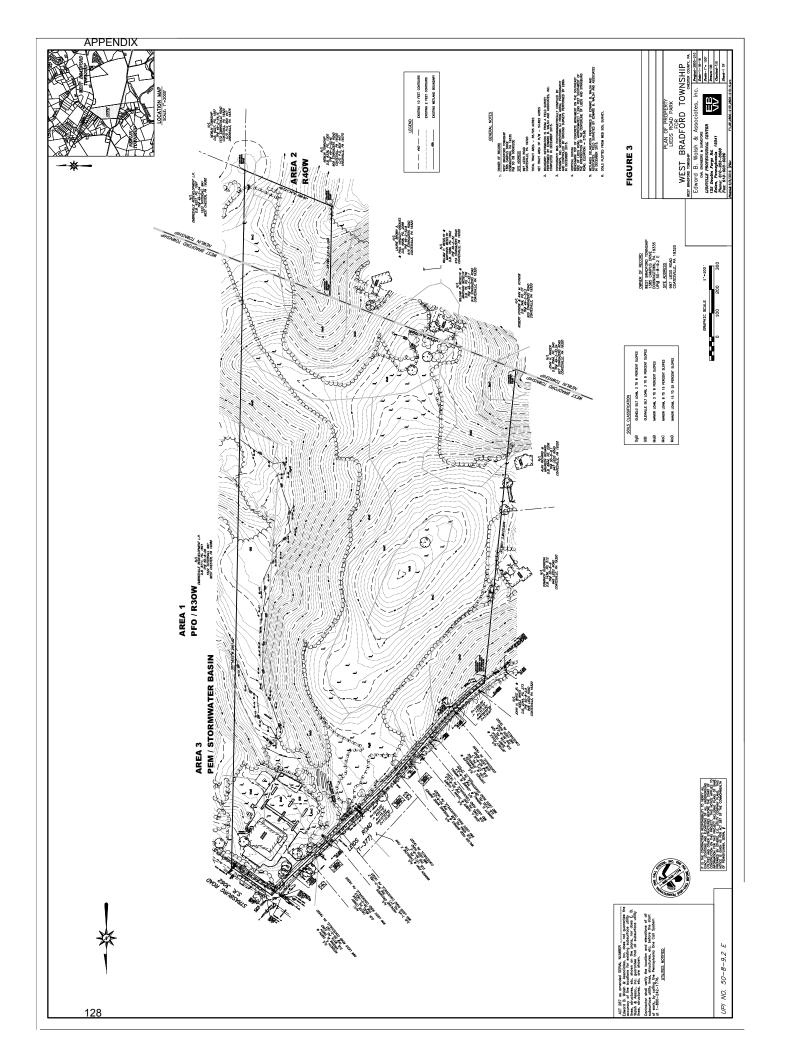
LEIDS ROAD PARK WEST BRADFORD TOWNSHIP, CHESTER CO., PA

11104001 Jun 14, 2016

FIGURE #2

**AERIAL FIGURE** 

Coordinate System: NAD 1983 StatePlane Pennsylvania South FIPS 3702 Feet



ATTACHMENT A

PNDI

PNDI Project Environmental Review Receipt Project Search ID: 20150529515345

#### 1. PROJECT INFORMATION

Project Name: Leids Road Park

Date of review: 5/29/2015 12:27:23 PM Project Category: Recreation, Other

Project Area: 80.8 acres

County: Chester Township/Municipality: Newlin, West Bradford

Quadrangle Name: **UNIONVILLE** ~ ZIP Code: **19320** Decimal Degrees: **39.942844 N, -75.733304 W** 

Degrees Minutes Seconds: 39° 56' 34.2" N, -75° 43' 59.9" W



#### 2. SEARCH RESULTS

Agency	Results	Response		
PA Game Commission	No Known Impact	No Further Review Required		
PA Department of Conservation and Natural Resources	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response		
PA Fish and Boat Commission	No Known Impact	No Further Review Required		
U.S. Fish and Wildlife Service	Potential Impact	FURTHER REVIEW IS REQUIRED, See Agency Response		

As summarized above, Pennsylvania Natural Diversity Inventory (PNDI) records indicate there may be potential impacts to threatened and endangered and/or special concern species and resources within the project area. If the response above indicates "No Further Review Required" no additional communication with the respective agency is required. If the response is "Further Review Required" or "See Agency Response," refer to the appropriate agency comments below. Please see the DEP Information Section of this receipt if a PA Department of Environmental Protection Permit is required.

Note that regardless of PNDI search results, projects requiring a Chapter 105 DEP individual permit or GP 5, 6, 7, 8, 9 or 11 in certain counties (Adams, Berks, Bucks, Carbon, Chester, Cumberland, Delaware, Lancaster, Lebanon, Lehigh, Monroe, Montgomery, Northampton, Schuylkill and York) must comply with the bog turtle habitat screening requirements of the PASPGP.

#### 3. AGENCY COMMENTS

Regardless of whether a DEP permit is necessary for this proposed project, any potential impacts to threatened and endangered species and/or special concern species and resources must be resolved with the appropriate jurisdictional agency. In some cases, a permit or authorization from the jurisdictional agency may be needed if adverse impacts to these species and habitats cannot be avoided.

These agency determinations and responses are **valid for two years** (from the date of the review), and are based on the project information that was provided, including the exact project location; the project type, description, and features; and any responses to questions that were generated during this search. If any of the following change: 1) project location, 2) project size or configuration, 3) project type, or 4) responses to the questions that were asked during the online review, the results of this review are not valid, and the review must be searched again via the PNDI Environmental Review Tool and resubmitted to the jurisdictional agencies. The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer impacts than what is listed on this PNDI receipt. The jursidictional agencies **strongly advise against** conducting surveys for the species listed on the receipt prior to consultation with the agencies.

#### **PA Game Commission**

**RESPONSE:** No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### **PA Department of Conservation and Natural Resources**

**RESPONSE:** Further review of this project is necessary to resolve the potential impacts(s). Please send project information to this agency for review (see WHAT TO SEND).

**DCNR Species:** (Note: The PNDI tool is a primary screening tool, and a desktop review may reveal more or fewer species than what is listed below. After desktop review, if a botanical survey is required by DCNR, we recommend the DCNR Botanical Survey Protocols, available here: http://www.gis.dcnr.state.pa.us/hgis-er/PNDI\_DCNR.aspx.)

Scientific Name: Rotala ramosior Common Name: Tooth-cup

Current Status: Special Concern Species\*
Proposed Status: Special Concern Species\*

#### PA Fish and Boat Commission

**RESPONSE:** No Impact is anticipated to threatened and endangered species and/or special concern species and resources.

#### U.S. Fish and Wildlife Service

**RESPONSE:** Further review of this project is necessary to resolve the potential impacts(s). Please send project information to this agency for review (see WHAT TO SEND).

- \* Special Concern Species or Resource Plant or animal species classified as rare, tentatively undetermined or candidate as well as other taxa of conservation concern, significant natural communities, special concern populations (plants or animals) and unique geologic features.
- \*\* Sensitive Species Species identified by the jurisdictinal agency as collectible, having economic value, or being susceptible to decline as a result of visitation.

#### WHAT TO SEND TO JURISDICTIONAL AGENCIES

If project information was requested by one or more of the agencies above, send the following information to the agency(s) seeking this information (see AGENCY CONTACT INFORMATION).

#### Check-list of Minimum Materials to be submitted:

SIGNED copy of this Project Environmental Review Receipt	
Project narrative with a description of the overall project, the work to be performed, current physical	al
characteristics of the site and acreage to be impacted.	
Project location information (name of USGS Quadrangle, Township/Municipality, and County)	
USGS 7.5-minute Quadrangle with project boundary clearly indicated, and quad name on the map	
The inclusion of the following information may expedite the review process.	
A basic site plan(particularly showing the relationship of the project to the physical features such a	<u>s</u>
wetlands, streams, ponds, rock outcrops, etc.)	
Color photos keyed to the basic site plan (i.e. showing on the site plan where and in what direction	each
photo was taken and the date of the photos)	
Information about the presence and location of wetlands in the project area, and how this was dete	ermined
(e.g., by a qualified wetlands biologist), if wetlands are present in the project area, provide project plans	showing
the location of all project features, as well as wetlands and streams	

#### 4. DEP INFORMATION

The Pa Department of Environmental Protection (DEP) requires that a signed copy of this receipt, along with any required documentation from jurisdictional agencies concerning resolution of potential impacts, be submitted with applications for permits requiring PNDI review. For cases where a "Potential Impact" to threatened and endangered species has been identified before the application has been submitted to DEP, the application should not be submitted until the impact has been resolved. For cases where "Potential Impact" to special concern species and resources has been identified before the application has been submitted, the application should be submitted to DEP along with the PNDI receipt. The PNDI Receipt should also be submitted to the appropriate agency according to directions on the PNDI Receipt. DEP and the jurisdictional agency will work together to resolve the potential impact(s). See the DEP PNDI policy at http://www.naturalheritage.state.pa.us.

PNDI Project Environmental Review Receipt

Project Search ID: 20150529515345

#### 5. ADDITIONAL INFORMATION

The PNDI environmental review website is a **preliminary** screening tool. There are often delays in updating species status classifications. Because the proposed status represents the best available information regarding the conservation status of the species, state jurisdictional agency staff give the proposed statuses at least the same consideration as the current legal status. If surveys or further information reveal that a threatened and endangered and/or special concern species and resources exist in your project area, contact the appropriate jurisdictional agency/agencies immediately to identify and resolve any impacts.

For a list of species known to occur in the county where your project is located, please see the species lists by county found on the PA Natural Heritage Program (PNHP) home page (www.naturalheritage.state.pa.us). Also note that the PNDI Environmental Review Tool only contains information about species occurrences that have actually been reported to the PNHP.

#### 6. AGENCY CONTACT INFORMATION

### PA Department of Conservation and Natural Resources

Bureau of Forestry, Ecological Services Section 400 Market Street, PO Box 8552, Harrisburg, PA. 17105-8552

Fax:(717) 772-0271

#### U.S. Fish and Wildlife Service

Pennsylvania Field Office 110 Radnor Rd; Suite 101, State College, PA 16801 NO Faxes Please.

#### **PA Fish and Boat Commission**

Division of Environmental Services 450 Robinson Lane, Bellefonte, PA. 16823-7437 NO Faxes Please

#### **PA Game Commission**

Bureau of Wildlife Habitat Management
Division of Environmental Planning and Habitat Protection
2001 Elmerton Avenue, Harrisburg, PA. 17110-9797
Fax:(717) 787-6957

#### 7. PROJECT CONTACT INFORMATION

Name: Scott	Bush				
	ess Name: <i>G-1-</i> /J		LAMAN A		Ba Maria
	Eagleview		110		
City, State, Zip:_	Exton, DA 19	341			
Phone:( <u>/a///</u> )	321-1800		(610)	321-276	63
Email: Scott.	Bush (a) GHD	. COM		STALL SHOWN FOR	

#### 8. CERTIFICATION

I certify that ALL of the project information contained in this receipt (including project location, project size/configuration, project type, answers to questions) is true, accurate and complete. In addition, if the project type, location, size or configuration changes, or if the answers to any questions that were asked during this online review change, I agree to re-do the online environmental review.

date

applicant/project proponent signature

## ATTACHMENT B COLOR PHOTOGRAPHS



2. Looking downstream at Area 1 along UNT to West Branch Brandywine Creek.



Looking upstream at UNT to West Branch Brandywine Creek in Area The channel origin is a stormwater basin outfall.





3. Looking downstream at UNT and adjoining forested wetlands.





Forested wetlands along UNT in Area 1.



Forested wetlands in Area 1 along the eastern property line.





Small thin muddy spot in Area 1 east of the UNT.

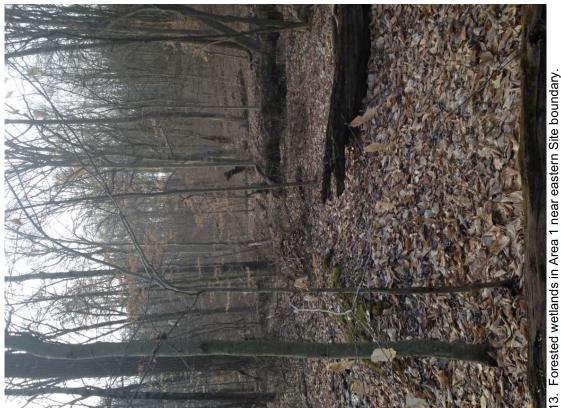


12. View of forested wetlands in Area 1 from the old well. The channel gradient of the UNT becomes moderately steep.





14. Small rocky seep in forested wetlands in Area





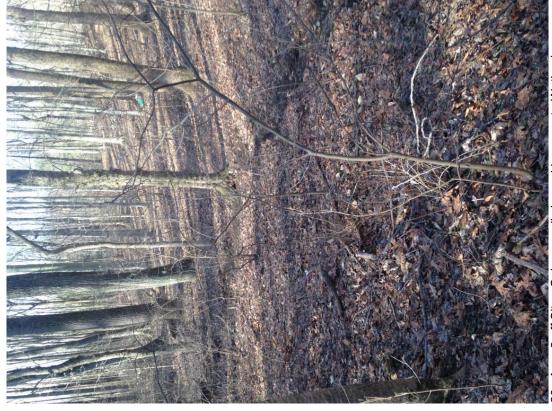
Small rocky seep in Area 1, downstream of property line.



Upland swale leading to Area 2.



UNT in Area 1, downstream of the Site.

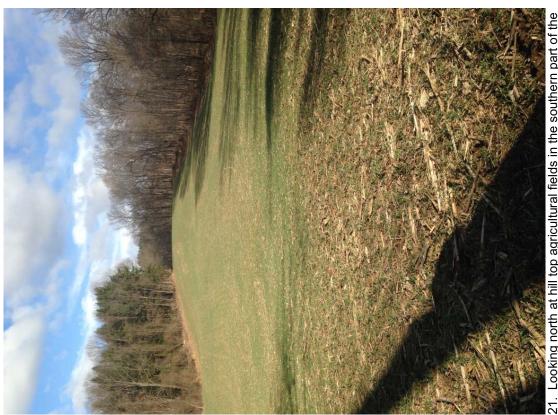


20. Area 2 off Site. Only a small channel is present. Wetlands are absent.



Eroded channel in Area 2. Adjoining wetlands are absent.





Looking north at hill top agricultural fields in the southern part of the Site.

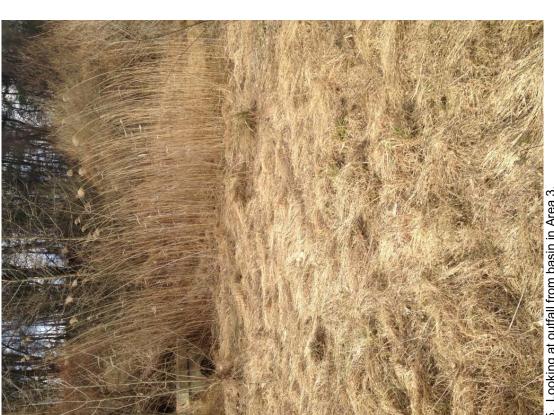


24. Looking at small muddy spot at the end of outfall from parking lot in Area 3. This is unlikely to stay wet all year long and deep mucky soils are absent.



23. Looking at parking lot along edge of Area 3.





25. Looking at outfall from basin in Area 3.

ATTACHMENT C FIELD FORMS

### USFWS / PFBC Bog Turtle Habitat Evaluation Field Form<sup>1</sup> (revised 06/01/2006)

Project/Property Name: Leids Park  Project type: Park
Applicant/Landowner Name: West Bradford twp.
Applicant/Landowner Name: 1205+ 1300d tox Cl. +400.
County: Chester Quad: Unionville Township/Municipality: West Bradford Twp
PNDI# 10150529515345 Potential conflict with USFWS species? AY□N
ACTION AREA <sup>2</sup> Action area size: $55.7 \text{ Act}$ Does the Phase 1 survey include <u>all</u> wetlands in the action area? X Y $\square$ N <sup>3</sup>
WETLAND ID: PHOTOS TAKEN: X Yes □ No WETLAND SIZE: acres  Wetland size estimation — If actual acreage is not known at time of investigation, check one:  □ < 0.1 acre □ 0.1-0.5 acre □ > 0.5 to < 1 acre □ 1-2 acres □ 2-4 acres □ 5+ acres □ 10+ acres
WETLAND LOCATION: Lat 3 <sup>Q</sup> , 945903 Long 15, 131802 (approximate center of wetland) GPS Datum (check one): □ NAD 27 □ NAD 83 ☑ WGS 84
SURVEY CONDITIONS & LIMITATIONS
Date of survey: $3   1   2016$ Time In: $0.7:30$ Time Out: $5:30$ Last precipitation: $2 < 24$ hours $1 - 7$ days $1 > 1$ week $1 = 1$ unknown Drought conditions? $1 = 1$ Unknown
How much of this wetland is located <i>off-site</i> ( <i>i.e.</i> , outside the property boundaries or right-of-way)?  ☐ none of it — the entire wetland is within the property boundaries (skip next 2 questions)  ☐ some of it — acres or % of the wetland appears to be located off-site
If part of this wetland continues off-site, how much of the off-site portion was surveyed (on foot)?  □ none of it □ all of it □ part of it (% or acres of the off-site portion) 300' From 51'+
How much of the off-site portion of this wetland is visible (e.g., from the subject property or from a public road)?  □ all of it □ part of it (at least □ □ acres) □ none of it Stream Continues of Site Site.
Are there any wetlands located off-site and close enough to be affected by this project? $\Box Y \Box N \not\boxtimes Unknown$ If yes, <i>could</i> they be potential bog turtle habitat? $\Box Y \Box N \Box Unknown$
Describe surrounding landscape (wetlands, forest, subdivision, agricultural field, fallow field, etc.):  Woods a Farmland. State Police barracks
WETLAND CHARACTERISTICS
Wetland type(s) present and % cover: ☐ PEM ☐ PSS
AY IN Are there any signs of disturbance to hydrology (ditching, filling, ponds, roads, etc.)? If yes, describe  Stormwater out fall from barro(ks (i) head water  IY AN Are there any signs of disturbance to vegetation (mowing, pasturing, burning, etc.)? If yes, describe
· · · · · · · · · · · · · · · · · · ·

Pickerel Frogs in square spring foundation (old Well?)

Project Name	Leid	5 Rd Park		Wetland / (con't)	
Hydrology				`~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
ΔY DN	Springs or seep	s ⊠visible or □likely?	Watercress present?	□ Yes 匆 No	
XYON	Spring houses i	os ᢂ <u>visible</u> or □ <u>likely</u> ? in or adjacent to wetland? (	old Savare Well)		
XY DN	Saturated soils	present? If yes, year-round	? □ Likely □ Unlike	elv MUnknown	
	Water visible o	n surface? Check all that ar	poly: M small puddles	/depressions ( / " deep)	
•	Arivulets (3	n surface? Check all that ap "deep) ☐ larger pools/po	onds ("deen) 5	o creek z'wide 2' dee	eD
DY 🕱 N	Evidence of flo	oding? If yes, describe ind	icators		7
Soile Manning	Unit (optional)	· ( low 110			
		ped type? YES INO	П Цикломи		
Soils – PEM I	Portion of Wetla		В.С. 1		
$Mucky^4$ ?	How much of	f it (PEM) is mucky?	Mucky soils range	Most of the mucky part(s) of	
•	□<10% □	□10-29% □ 30-49%	in depth from:	the wetland can be probed⁵:	
□ YES □ NO	□ 50-70% □	]>70%	to	□ 3-5" □ 6-8" □ 9-11" □ ≥12"	
Non-mucky <sup>6</sup> ?	How much of	f it (PEM) is non-mucky?			
•		110-29% □ 30-49%			
□ YES □ NO	□ 50-70% □				
G-ti- pgg	I DEO D				
	d PFO Portions		Musky soils sones		
Mucky <sup>4</sup> ?	How much of	·	Mucky soils range	Most of the mucky part(s) of	
□ YES 🕱 NO		110-29% 🗆 30-49%	in depth from:	the wetland can be probed <sup>5</sup> :	
- TES MINO	□ 50-70% □	1>70%	to"	□ 3-5" □ 6-8" □ 9-11" □ ≥12"	
Check (X) if pre	sent (≥ 5% areal	rize the wetland as a whole coverage), and also circle is obage □ cattail □ sweet fla	f dominant (≥ 20% co		
I sensitive fern	□ rice cutorass	☐ tearthumb ☐ reed canary	ıg ⊔jewelweeti ⊔: zarass ∏ <i>Dhyacmit</i> an	spriagrum moss	
lalder □dogw	ood (Wred man)	le □ willow □ poison sum	grass ⊔1 mugmues ac □multiflora rose/	D Comme del	
dditional domi	nant species (x) A	Static fear thumb , X St	11/14m 45 (x) 501	cebush & American be	ech
lerptile <u>s</u>		•	<del></del>	7,440.07.000	•
Vere any boo tu	rtles observed?	UVEST MAIO If yes	, how many?		
ther hernfiles	Mohserved □ r	previously observed:			٠, .
the horpines	agooserved 🗆 j	providusty observedp_	crciel trops in	Springhouse foundation	traffe
dditional Com	ments/Observa	tions: (use additional sheet	s if necessary)	Common	
forested wet	land along.	stream valley. Muc	ky Sall absent		
	0				
	BAC OBYMTOST				
	OR'S OPINION				
		The hydrology criterion <sup>8</sup> f		s met.	
	UNSURE	The soils criterion for bo			
YES □NO YES ⋈NO	□ UNSURE □ UNSURE	The <u>vegetation</u> criterion <sup>8</sup> for This wetland is potential by		s met.	
220 2110	2 OHDOIG	ims wonand is potential t	og unne navnat.		
certify that to th	e best of my kno	owledge, all of the informati	on provided herein is	accurate and complete.	
Scott E. Buz	el.	1,544	15.0 -	سايران	
			10 m	3/11/2016	
Investigator's	mame (print)	Inve	stigator's Signature	Date	

## USFWS / PFBC Bog Turtle Habitat Evaluation Field Form<sup>1</sup> (revised 06/01/2006)

Project/Property Name: Leids Rd Park
Project type: Purk
Applicant/Landowner Name: West Bradford Two
County: Chester Quad: UnionvIIIe Township/Municipality: West Bradford Twp
PNDI # 201905 Z 9515 345 Potential conflict with USFWS species? □ Y □ N
ACTION AREA <sup>2</sup>
Action area size: $55.7$ Does the Phase 1 survey include <u>all</u> wetlands in the action area? $\Box Y \Box N^3$
WETLAND ID: 2 PHOTOS TAKEN: No WETLAND SIZE: acres
Wetland size estimation – If actual acreage is not known at time of investigation, check one:
$\bigcirc$ < 0.1 acre $\square$ 0.1-0.5 acre $\square$ >0.5 to <1 acre $\square$ 1-2 acres $\square$ 2-4 acres $\square$ 5+ acres $\square$ 10+ acres
WETLAND LOCATION: Lat 39, 940860 Long 75,73/635
(approximate center of wetland) GPS Datum (check one):   NAD 27 NAD 83 M WGS 84
SURVEY CONDITIONS & LIMITATIONS
•
Date of survey: 3/11/2016 Time In: 8:48 Time Out: 8:58  Last precipitation: 1-7 days - 1 week unknown Drought conditions? UNUNknown
Last precipitation, the 24 hours 11-7 days 1 > 1 week 11 mixiliown Diought conditions: 11 give on minown
How much of this wetland is located off-site (i.e., outside the property boundaries or right-of-way)?
$\square$ none of it — the entire wetland is within the property boundaries (skip next 2 questions) $\square$ some of it — acres or $\underline{90}$ % of the wetland appears to be located off-site
·
If part of this wetland continues off-site, how much of the off-site portion was surveyed (on foot)?
□ none of it □ all of it A part of it ( % or acres of the off-site portion)  This is a Stream - No wetland present
How much of the off-site portion of this wetland is visible (e.g., from the subject property or from a public road)?
$\square$ all of it $\square$ part of it (at least $\underline{\theta}, \underline{\mathcal{D}}$ acres) $\square$ none of it
Are there any wetlands located off-site and close enough to be affected by this project? $\Box Y \Box N \not \boxtimes_V Unknown$
If yes, <i>could</i> they be potential bog turtle habitat? $\Box Y \Box N \Box U$ nknown
Describe surrounding landscape (wetlands, forest, subdivision, agricultural field, fallow field, etc.):
forest, Residential
WETLAND CHARACTERISTICS
Wetland type(s) present and % cover: PEM PSS PFO POW NO PO
□ Y N Are there any signs of disturbance to <i>hydrology</i> (ditching, filling, ponds, roads, etc.)? If yes, describe
☐ Y N Are there any signs of disturbance to <i>vegetation</i> (mowing, pasturing, burning, etc.)? If yes, describe

Project Name	Liedo !	Rd		Wetland 2 (con't)
Hydrology				
<u>Hydrology</u> □Y ∕S'N	Springs or seer	os □ <u>visible</u> or □ <u>likely</u> ?	Watercrace present?	U Vac to No
DYMN		in or adjacent to wetland?		L 165 & 140
OYMN		present? If yes, year-rou		ely O'I Inknown
DY XN		on surface? Check all that		
1 /	□ rivulets (		s/ponds (" deep)	rucpressions (deep)
□ҮЙи		ooding? If yes, describe	indicators	
Soils Manning	Unit (antional)	: Manor		
		pped type? XYES \( \Bar{\text{N}}\)	IO □ Unknown	
Soils - PEM I	Portion of Wetla	and $\mathcal{N}/H$		
Mucky <sup>4</sup> ?	How much or	f it (PEM) is mucky?	Mucky soils range	Most of the mucky part(s) of
	□<10% □	□10-29% □ 30-49%	in depth from:	the wetland can be probed <sup>5</sup> :
□ YES □ NO	□ 50-70% □		to	□ 3-5" □ 6-8" □ 9-11" □ ≥12"
Non-mucky <sup>6</sup> ?	How much of	f it (PEM) is non-mucky	1	83-3 80-8 83-11 8212
	1	□10-29% □ 30-49%		•
☐ YES ☐ NO		]>70%		
Soils - PSS an		s of Wetland Stream		
Mucky <sup>4</sup> ?	How much of	f it is mucky?	Mucky soils range	Most of the mucky part(s) of
	□<10% □	□10-29% □ 30-49%	in depth from:	the wetland can be probed <sup>5</sup> :
□YES NO	□ 50-70% □	□>70%	to"	□ 3-5" □ 6-8" □ 9-11" □ ≥12"
Wallan 3 W			i y	
		erize the wetland as a wl I coverage), and also circl		raraca)
check (x) if pre-	3011 (2 370 mca	i coverage), and also enter	ie ii dominani (≥ 20% co	verage).
□ sedges □ rusl	nes □skunk cal	bbage □ cattail □ sweet	flag   iewelweed   i	sphagnum moss
☐ sensitive fern	☐ rice cutgrass	☐ tearthumb ☐ reed can	nary grass	purple loosestrife
□ alder □ dogw	ood Dired map	le □ willow □ poison s	umac ∏ multiflora rose ∣	
- Additional domi	nant species (∭∠	Green Ash Wspiceb	v54	
Herptiles		91		
Were any bog tur	rtles observed?	TVEC <sup>7</sup> MANO IF	yes, how many?	
		•	ves, now many?	_
- In the second		proviously observed.	Wallet	
Additional Com	ments/Observa	ations: (use additional sh	eets if necessary)	
A SMall eph	emeral cha	nnel. Dry,		
INVESTIGATO	R'S OPINION	I		
TYES NO	□ UNSURE		n <sup>8</sup> for bog turtle habitat is	e met
□YES XNO	UNSURE	The soils criterion <sup>8</sup> for	bog turtle habitat is met.	, MIVE.
□YES NO	UNSURE	The vegetation criterio	n <sup>8</sup> for bog turtle habitat is	s met
DYES NO	☐ UNSURE	This wetland is potenti		· MAN
I certify that to th	e best of my kno	owledge, all of the inform	nation provided herein is	accurate and complete
	e	1 0.2	20	, /
Scott E.	SUS IN		· Klent	3/11/2016
Investigator's	Name (print)	, I	nvestigator's Signature	Date

# USFWS / PFBC Bog Turtle Habitat Evaluation Field Form<sup>1</sup> (revised 06/01/2006) : LcMs D | A - L

D = I = I
Detention
Basin
1303111

Project/Property Name: Leids Rd Park
Project type: Park
Applicant/Landowner Name: West Bradford TWP
County: Chester Quad: Unionville Township/Municipality: West Brudford Two
PNDI# 20130529515345 Potential conflict with USFWS species? □ Y □ N
ACTION AREA <sup>2</sup> Action area size: $55.7 \text{ Ac}$ , Does the Phase 1 survey include <u>all</u> wetlands in the action area? $\cancel{N}$ Y $\square$ N <sup>3</sup>
WETLAND ID: PHOTOS TAKEN: MYes □ No WETLAND SIZE: acres  Wetland size estimation – If actual acreage is not known at time of investigation, check one:  □ < 0.1 acre □ 0.1-0.5 acre □ > 0.5 to < 1 acre □ 1-2 acres □ 2-4 acres □ 5+ acres □ 10+ acres
WETLAND LOCATION: Lat 39,947/22 Long 75,737184 (approximate center of wetland) GPS Datum (check one):   NAD 27 NAD 83 W WGS 84
SURVEY CONDITIONS & LIMITATIONS
Date of survey: $3/1/2016$ Time In: $09:30$ Time Out: $09:30$ Tast precipitation: $0<24$ hours
How much of this wetland is located <i>off-site</i> ( <i>i.e.</i> , outside the property boundaries or right-of-way)?  **Example 1.5
If part of this wetland continues off-site, how much of the <i>off-site portion</i> was surveyed (on foot)?  □ none of it □ all of it □ part of it (% or acres of the off-site portion)
How much of the <i>off-site portion</i> of this wetland is visible (e.g., from the subject property or from a public road)?  □ all of it □ part of it (at least acres) □ none of it '
Are there any wetlands located off-site and close enough to be affected by this project? $\square Y \bowtie N \square$ Unknown If yes, <i>could</i> they be potential bog turtle habitat? $\square Y \square N \square$ Unknown
Describe surrounding landscape (wetlands, forest, subdivision, agricultural field, fallow field, etc.):  Police barracks, woods, farmland
WETLAND CHARACTERISTICS
Wetland type(s) present and % cover: PEM 160 PSS PFO PFO POW
A Y D N Are there any signs of disturbance to hydrology (ditching, filling, ponds, roads, etc.)? If yes, describe Two G A detention by Sin (Y D N Are there any signs of disturbance to vegetation (mowing, pasturing, burning, etc.)? If yes, describe
Periodically wowed

Project Name	Leids Rd Park		Wetland 3 (con't)
Hydrology			
$\Box$ Y $\blacksquare$ N	Springs or seeps $\square$ <u>visible</u> or $\square$ <u>likely</u> ?	Watercress present?	□ Yes 🗓 No
DAMN	Spring houses in or adjacent to wetland?	-	,,
XY 🗆 N	Saturated soils present? If yes, year-round	d? □Likely AUnlik	ely □ Unknown
XY 🗆 N	Water visible on surface? Check all that a	pply: 🗆 small puddles	s/depressions (" deep)
<b>A</b> Y DN	☐ rivulets (" deep) ☐ larger pools/p Evidence of flooding? If yes, describe inc	onds (" deep) \ delen \ delen \ \	Drainage channel from out
Soils Manning	g Unit (optional):		•
	ons confirm mapped type?   YES  NO	□ Unknown	
	The straining mapped upper to 125 to 110	E Olidiowii	
Soils - PEM	Portion of Wetland		
Mucky <sup>4</sup> ?	How much of it (PEM) is mucky?	Mucky soils range	Most of the mucky part(s) of
1	□<10% □10.20% □20.40%	in depth from:	the wetland can be probed <sup>5</sup> :
☐ YES XNC	50-70% □>70%	to"	<del>-</del>
	TT 1 01 02 0		□ 3-5" □ 6-8" □ 9-11" □ ≥12"
Non-mucky <sup>6</sup> ?	- I	Small area of Mud by outfall	•
XYES □ NO	<b>⋈</b> <10% □10-29% □30-49%	Mud by outfall	
	□ 50-70% □>70%	Pipe	
Soils - PSS at	nd PFO Portions of Wetland	· · · · · · · · · · · · · · · · · · ·	
		Mucky soils range	That is the second of the seco
Mucky <sup>4</sup> ?	How much of it is mucky?	- 1	Most of the mucky part(s) of
	□<10% □10-29% □30-49%	in depth from:	the wetland can be probed <sup>5</sup> :
	□ 50-70% □>70%	to"	□ 3-5" □ 6-8" □ 9-11" □ ≥12"
	tation (characterize the wetland as a wholesent ( $\geq$ 5% areal coverage), and also circle in		verage).
□ sedges (X)rus	hes □ skunk cabbage □ cattail □ sweet fl	ag Пiewelweed П	รกโลอกแพ moss
☐ sensitive fern	□ rice cutgrass □ tearthumb □ reed canar	v grass MPhragmites	□ purple loosestrife
□ alder □ dogv	vood □red maple, □ willow □ poison sum	nac. □ multiflora rose	
Additional dom	inant species: (B) Anthraxon Nigh	lidus (Small Carp	otaross
			13100
<u>Herptiles</u>	7.		•
Were any bog to	urtles observed? DYES ANO If yes	s, how many?	_
Other herptiles	□ observed □ previously observed:	on=	
Additional Con	nments/Observations: (use additional shee	ta if managamy)	
- Man - mad			
- VIIIANC VIVOLI	<u> </u>		
	X.		
INVESTIGATO	OR'S OPINION		
□YES XNO	☐ UNSURE The <u>hydrology</u> criterion <sup>8</sup>	for bog turtle habitat is	s met.
□YES NO	TINCIDE The golde evitories 8 for he	and the state of t	
XYES DNO	☐ UNSURE The <u>vegetation</u> criterion <sup>8</sup>	for bog turtle habitat is	s met. ( Marain )
□YES DINO	☐ UNSURE This wetland is potential	bog turtle habitat.	- Jinai )
I certify that to the	he best of my knowledge, all of the informat	ion provided herein is	accurate and complete.
Grade	bush 1 sms 1	h. l	2/1/20.
Investigator's	Name (print)	estigator's Signature	- JIII LO LO
		onemor a digitature	, Date

Contact info:								

#### **ENDNOTES - Bog Turtle Habitat Evaluation Form**

- 1 Non-agency field form, to be used by consultants with training and expertise in Phase 1 bog turtle surveys.
- The <u>action area</u> includes all areas that will be affected directly or indirectly by the action and not merely the immediate area involved in the action. For example, if the proposed action is a wetland fill to accommodate access to a proposed development, then the development is included in the action area.
- 3 The Phase 1 survey should include all wetlands in the action area. Contact the USFWS if you have questions about the extent of the action area for a particular project.
- 4 Soils are considered "mucky" if one can probe them to a depth of  $\geq 3$ ".
- 5 Probing is done with an approximately 1" diameter, blunt-ended pole (e.g., a wooden broom handle).
- Soils are considered "non-mucky" if one can probe them to a depth of < 3".
- 7 Report observations of bog turtles to the USFWS and PFBC within 48 hours.
- 8 See "BOG TURTLE HABITAT CRITERIA" (below)

#### **BOG TURTLE HABITAT CRITERIA**

Compare your Phase 1 survey observations to the habitat criteria below.

**Suitable hydrology.** Bog turtle wetlands are typically spring-fed with shallow surface water or saturated soils present year-round, although in summer the wet area(s) may be restricted to near spring head(s). Typically these wetlands are interspersed with dry and wet pockets. There is often subsurface flow. In addition, shallow rivulets (less than 4 inches deep) or pseudo-rivulets are often present. In some cases, the source of a wetland's hydrology is difficult to determine because springs and seeps are not visible. However, the *influence* of springs and seeps will be apparent (e.g., presence of saturated soils year-round).

Suitable soils. Usually a bottom substrate of permanently saturated organic or mineral soils. These are often soft, mucky-like soils (this does not refer to a technical soil type); you will usually sink to your ankles (3-5 inches) or deeper, although in degraded wetlands or summers of dry years this may be limited to areas near spring heads or drainage ditches. In some portions of the species' range, the soft substrate consists of scattered pockets of peat instead of muck. In the areas of the wetland where saturated soils are present, you will be able to probe them to a depth of at least 3 inches, but pockets of 5 to 12 inches are likely to be present. During drought conditions, the extent and depth of mucky soils may be dramatically reduced over non-drought conditions, with soft, saturated soils being limited to areas near springs or seeps.

Suitable vegetation. Dominant vegetation of low grasses and sedges (in emergent wetlands), often with a scrubshrub wetland component. Common emergent vegetation includes, but is not limited to: tussock sedge (Carex stricta), soft rush (Juncus effusus), rice cut grass (Leersia oryzoides), sensitive fern (Onoclea sensibilis), tearthumbs (Polygonum spp.), jewelweeds (Impatiens spp.), arrowheads (Saggitaria spp.), skunk cabbage (Symplocarpus foetidus), panic grasses (Panicum spp.), other sedges (Carex spp.), spike rushes (Eleocharis spp.), grass-of-Parnassus (Parnassia glauca), shrubby cinquefoil (Dasiphora fruticosa), sweet-flag (Acorus calamus), and in disturbed sites, reed canary grass (Phalaris arundinacea) or purple loosestrife (Lythrum salicaria). Common scrub-shrub species include alder (Alnus spp.), red maple (Acer rubrum), willow (Salix spp.), tamarack (Larix laricina), and in disturbed sites, multiflora rose (Rosa multiflora). Some forested wetland habitats are suitable given hydrology, soils and/or historic land use. These forested wetlands include red maple, tamarack, and cedar swamps.



#### BUREAU OF FORESTRY

February 8, 2016 PNDI Number: 20160104543906

**Scott Andress** Edward B. Walshend Associates, Inc. 125 Dowlin Forge Rd. Exton, PA 19341

Email: sandress@ebwalshinc.com (hard copy will not follow)

Re: Leids Road Park Newlin and West Bradford Townships, Chester County, PA

Dear Scott Andress,

Thank you for the submission of the Pennsylvania Natural Diversity Inventory (PNDI) Environmental Review Receipt Number 20160104543906 for review. PA Department of Conservation and Natural Resources screened this project for potential impacts to species and resources under DCNR's responsibility, which includes plants, terrestrial invertebrates, natural communities, and geologic features only.

#### No Impact Anticipated per avoidance of wetlands.

PNDI records indicate species or resources under DCNR's jurisdiction are located in the vicinity of the project. The However, based on the information you submitted concerning the nature of the project, the immediate location, and our detailed resource information, DCNR has determined that no impact is likely. No further coordination with our agency is needed for this project.

This response represents the most up-to-date review of the PNDI data files and is valid for two (2) years only. If project plans change or more information on listed or proposed species becomes available, our determination may be reconsidered. Should the proposed work continue beyond the period covered by this letter, please resubmit the project to this agency as an "Update" (including an updated PNDI receipt, project narrative and accurate map). As a reminder, this finding applies to potential impacts under DCNR's jurisdiction only. Visit the PNHP website for directions on contacting the Commonwealth's other resource agencies for environmental review.

Should you have any questions or concerns, please contact Jaci Braund, Ecological Information Specialist, by phone (717-214-3813) or via email (c-jbraund@pa.gov).

Sincerely

Greg Podniesinski, Section Chief

Brug Podnisinshi

Natural Heritage Section



### United States Department of the Interior



FED 1 6 2016

#### FISH AND WILDLIFE SERVICE

Pennsylvania Field Office 110 Radnor Road, Suite 101 State College, Pennsylvania 16801-4850

February 11, 2016

Scott Andress Edward B. Walsh & Associates, Inc. 125 Dowlin Forge Road Exton, PA 19341

RE: USFWS Project #2016-0502

PNDI Receipt #20160104543906

Dear Mr. Andress:

Thank you for your letter dated January 27, 2016, which provided the Fish and Wildlife Service (Service) with information regarding the proposed Leids Road Park project located in West Bradford Township, Chester County, Pennsylvania. The following comments are provided pursuant to the Endangered Species Act of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) to ensure the protection of endangered and threatened species.

The proposed project is within the known range of the bog turtle (*Clemmys muhlenbergii*), a species that is federally listed as threatened. Bog turtles inhabit shallow, spring-fed fens, sphagnum bogs, swamps, marshy meadows, and pastures characterized by soft, muddy bottoms; clear, cool, slow-flowing water, often forming a network of rivulets; high humidity; and an open canopy. Bog turtles usually occur in small, discrete populations occupying suitable wetland habitat dispersed along a watershed. The occupied "intermediate successional stage" wetland habitat is usually a mosaic of micro-habitats ranging from dry pockets, to areas that are saturated with water, to areas that are periodically flooded. Some wetlands occupied by bog turtles are located in agricultural areas and are subject to grazing by livestock.

Because wetlands occur within the project area, their potential suitability as bog turtle habitat should be assessed, as described under "Bog Turtle Habitat Survey" (Phase 1 survey) of the enclosed Guidelines for Bog Turtle Surveys. This Phase 1 survey should evaluate all wetlands within the project action area. The project "action area" includes all areas that will be directly or indirectly affected by the proposed project (including all phases of multi-phased projects) and all project-associated features, such as roads, water and sewer lines, utility lines, stormwater and sedimentation basins, buildings and other structures, driveways, parking lots, yards/lawns, and wells.

Due to the skill required to correctly identify potential bog turtle habitat, we recommend that the Phase 1 survey be done by a qualified surveyor (see enclosed list). Survey results should be submitted to the Service for review and concurrence. If the Phase 1 survey is done by someone

who is not on this list, it is likely that a site visit by a Fish and Wildlife Service biologist will be necessary to verify their findings. Due to the limited availability of staff from this office, such a visit may not be possible for some time. Use of a qualified surveyor will expedite our review of the survey results.

If potential bog turtle habitat is found in the project action area, efforts should be made to avoid any direct or indirect impacts to those wetlands (see enclosed *Bog Turtle Conservation Zones*). Avoidance of direct and indirect effects means no disturbance to or encroachment into the wetlands (e.g., filling, ditching or draining) for any project-associated features or activities. Adverse effects may also be anticipated to occur when lot lines include portions of the wetland; when an adequate upland buffer is not designated around the wetland (see *Bog Turtle Conservation Zones*); or when roads, stormwater/sedimentation basins, impervious surfaces, or wells affect the hydrology of the wetland.

If potential habitat is found, submit (along with your Phase 1 survey results) a detailed project description and detailed project plans documenting how direct and indirect impacts to the wetlands will be avoided. If adverse effects to these wetlands cannot be avoided, a more detailed and thorough survey will be necessary, as described under "Bog Turtle Survey" (Phase 2 survey) of the Guidelines. The Phase 2 survey should be conducted by a qualified biologist with bog turtle field survey experience (see enclosed list of qualified surveyors). Submit survey results to the Service for review and concurrence.

In cases where adverse effects to federally listed species cannot be avoided, further consultation with the Service would be necessary to avoid potential violations of section 9 (prohibiting "take" of listed species) and/or section 7 (requiring federal agencies to consult) of the Endangered Species Act. Information about the section 7 and section 10 consultation processes (for federal and non-federal actions, respectively) can be obtained by contacting this office or accessing the Service's Endangered Species Home Page (http://endangered.fws.gov).

This response relates only to endangered and threatened species under our jurisdiction, based on an office and/or field review of the proposed project. Consequently, this letter is not to be construed as addressing potential Service concerns under the Fish and Wildlife Coordination Act or other authorities. A compilation of certain federal status species in Pennsylvania is enclosed for your information.

To avoid potential delays in reviewing your project, please use the above-referenced USFWS project tracking number in any future correspondence regarding this project.

Please contact Brian Scofield of my staff at 814-234-4090 if you have any questions regarding this matter.

Sincerely,

Lora L. Zimmerman

Field Office Supervisor

**Enclosures** 

# PENNSYLVANIA FISH & BOAT COMMISSION Division of Environmental Services Natural Diversity Section 450 Robinson Lane Bellefonte, PA 16823-9620

#### QUALIFIED SURVEYORS FOR BOG TURTLE

58 Pa. Code §75.5 provides that in order to conduct surveys for endangered or threatened fish (fish, amphibians, reptiles and aquatic invertebrates) species or their habitat in connection with an application for a proposed or planned development activity, a surveyor must be deemed qualified by the Pennsylvania Fish and Boat Commission (PFBC). An individual who wishes to be qualified by the PFBC to conduct surveys for endangered or threatened species must demonstrate to the PFBC's satisfaction that he or she meets the qualified surveyor requirements as approved by the Executive Director and published in the *Pennsylvania Bulletin*. The following list includes persons deemed qualified by the PFBC to possess skills and to have experience in properly searching for and finding Bog Turtles (*Glyptemys muhlenbergii*) and in identifying their critical habitat. Persons not on this list but who have documented experience in conducting scientific studies of, or successful searches for, Bog Turtles and their critical habitat may submit their qualifications to the Natural Diversity Section for review and possible inclusion as a qualified surveyor. When applicable, a qualified surveyor must meet the requirements pertaining to scientific collector's permits and special permits for endangered and threatened species. All permitted collector's encounters with Bog Turtles must be reported in writing to the PFBC's Natural Diversity Section.

Nathan Nazdrowicz 817 Elkton Road	Ben Berra	Tessa Bickhart	
Newark, DE 19711	Skelly and Loy, Inc. 449 Eisenhower Blyd.	Herpetological Associates, Inc.	
(302)893-3645	Suite 300	21 Daisy Lane	
spinifer@aol.com	Harrisburg, PA 17111	Bernville, PA 19506	
Spiriter (diaor.com	(717)232-0593	(484)650-1508 tessabtspecialist@gmail.com	
80	bberra@skellylov.com	tessaotspeciansuwgman.com	
Craig Patterson Nein	Andy Brookens	Robert Bull	
Johnson, Mirmiran & Thompson, Inc.	Skelly and Loy, Inc.	WHM Consulting Inc.	
220 Saint Charles Way, Suite 200	449 Eisenhower Blvd.	2525 Green Tech Drive, Suite B	
York, PA 17402	Suite 300	State College, PA 16803	
(717)741-6252	Harrisburg, PA 17111	(W) 814-689-1650	
cnein@imt.com	(717)232-0593	Cell: 717-424-9817	
	abrookens@skellyloy.com	Fax: 814-689-1557	
	A 19.	bobb@whmgroup.com	
Scott Bush	Bryon Dubois	B. Scott Fiegel	
GHD Services, Inc.	Dubois Environmental Consultants, LLC	Ecological Associates, LLC	
410 Eagleview Blvd.	249 S. Main Street, Suite 6	PO Box 181	
Suite 110	Barnegat, NJ 080005	Oley, PA 19547	
Exton, PA 19341	(609)488-2857	(610)987-6585 Office	
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

O.K.

JAN 2 9 2004

BOARD

#### LEASE DOCUMENT

Lease Number 93418

THIS LEASE AGREEMENT ("LEASE") is executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, by and between The Commonwealth of Pennsylvania, Pennsylvania State Police, acting through the Department of General Services, (hereinafter called "LESSEE"), and West Bradford Township, with primary offices located at 1385 Campus Drive, Downingtown, Pennsylvania 19335 (hereinafter called "LESSOR").

WHEREAS, by the Act of April 9, 1929, P.L. 177, as amended, 71 P.S. Section 632(d), the Department of General Services is, with the approval of the Board of Commissioners of Public Grounds and Buildings, authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board of commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol Buildings; and

WHEREAS, in cases where a branch office has been established outside of the Capital City, it has been established with the approval of the Executive Board.

NOW THEREFORE, in consideration of the following mutual promises and intending to be legally bound hereby, LESSOR and LESSEE agree to the following terms and conditions:

1. PREMISES. LESSOR hereby lets unto LESSEE for use by the Pennsylvania State Police, Troop J, Embreeville Station, the premises, or part of the building, situated at 997 Lieds Road, Coatesville, Chester County, Pennsylvania more specifically described on the plans and/or specifications in accordance with Exhibit "A" and consisting of 18,223 net usable square feet (the "PREMISES") together with the appurtenances thereto, including, but not limited to the parking area as more fully set forth below, as well as adequate means of ingress and egress to the PREMISES. The parties agree that for the purposes of this LEASE, "net usable square feet" has been computed by measuring the area to be used by the Using Agency from the inside of the perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms, utility room, janitorial closet not within the leased space, and any area used by the LESSOR. LESSOR lets unto LESSEE eighty seven (87) parking spaces situate adjacent to the building at 997 Lieds Road, Coatesville, Pennsylvania. The lease of the parking space is included in the rent provided in Paragraph 3 hereof.

- 2. <u>TERM</u>. The term of the LEASE shall commence on May 1, 2004 or such other date that the PREMISES are accepted for occupancy by the LESSEE in the event the PREMISES are not ready for occupancy at the time the LEASE term commences. Said term shall extend for ten (10) years from said commencement or acceptance date with any option terms provided for herein being adjusted accordingly.
- 3. <u>RENT</u>. LESSEE shall pay LESSOR rent for the use and occupancy of the PREMISES at the rate of twelve and 70/100 Dollars (\$12.70) per net usable square foot per year, at an annual rental of two hundred thirty one thousand four hundred thirty two and 10/100 Dollars (\$231,432.10) during the term herein stated in equal installments of nineteen thousand two hundred eighty six and 00+/100 Dollars (\$19,286.00+) and payable monthly (the "RENT").

The source of funds for this lease may be federal funds. If this lease is funded by federal funds, then landlord agrees that delay in the timely payment of rent by the Commonwealth shall not constitute an event of default or cause for termination of this lease, if such delay is due to the failure of the Federal Government to disperse funds to the Commonwealth. The Commonwealth agrees to pay all arrearages upon the resumption of federal funding including any penalties provided herein.

4. <u>ADDITIONAL RENT</u>. Up to a maximum annual amount of 5%, an annual adjustment shall be made to the rental provided for in this LEASE to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. This adjustment shall be determined by annually applying the CPI-U, NE Cities index\* to the agreed upon estimate of the total of these costs (\*Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics).

The parties have agreed that for the limited purposes of this LEASE, the estimated total of the above costs is \$.60 per square foot.

Beginning four months prior to each yearly anniversary of the LEASE, including any option periods, if there has been a change in the above index, LESSEE shall, without the necessity of a request from LESSOR, apply the percentage of change to the above total. One-twelfth of the resultant amount shall be added or subtracted to the then current monthly rental paid hereunder, beginning with the first month of each anniversary year of the Lease.

The above estimated total shall not be adjusted to reflect actual costs incurred by LESSOR during the term of this LEASE, nor shall the amounts paid in additional rent be adjusted to reflect actual changes in the above LESSOR costs.

5. OPTIONS. LESSEE, at its sole discretion, shall have the option to renew this LEASE for additional terms. In order to exercise an option, LESSEE must give LESSOR three (3) months' prior written notice before expiration of the then current term. LESSEE shall have the following options:

	Beginning Date	<b>Expiration Date</b>	Base Rate
1st Renewal Term	May 1, 2014	April 30, 2019	\$14.52
2 <sup>nd</sup> Renewal Term	May 1, 2019	April 30, 2024	\$14.52

Operating Rent for option terms will be added to the above Base Rate and will continue to be calculated in the same fashion as in the initial term or preceding option term, if any.

- 6. <u>HOLDOVER/TERMINATION</u>. Should LESSEE holdover in possession after the expiration of the initial term of this LEASE (without exercising the option) or any option renewal term (without exercising any remaining option), such holding over shall not be deemed to extend the term of this LEASE or any renewal, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this LEASE, until either party shall give the other three (3) months' notice in writing of their intention to terminate the tenancy. In the event Lessee decides to holdover rather than exercise an option under Paragraph 4, LESSEE shall pay the amount of the monthly rent specified for such option for each month of occupancy as a holdover tenant.
- 7. <u>CANCELLATION</u>. It is understood and agreed between the parties hereto that if the governmental function for which the PREMISES are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the RENT or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the LESSEE shall have the right to cancel this LEASE by giving one month's notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this LEASE and the Lease is canceled pursuant to the provisions of this Paragraph, if the Agency's annual appropriations permit, LESSEE shall reimburse LESSOR for any unamortized costs of renovations performed by LESSOR pursuant to this LEASE at LESSEE'S request, and which are peculiar to LESSEE'S tenancy. The agreed on costs of such renovations are \$4,569,232.00.
- 8. <u>LESSOR'S DUTY TO MITIGATE DAMAGES</u>. In the event LESSEE abandons the leased PREMISES, the LESSOR has an affirmative duty, to proceed in good faith and with due diligence, to make reasonable efforts to mitigate its damages or prevent further loss.
- 9. <u>SERVICES.</u> LESSOR, at its sole cost, shall be responsible for cold water and sewer. LESSEE, at its sole cost, shall be responsible for all utilities, trash removal, snow and ice removal, janitorial services and supplies and lawn and shrub care. LESSEE shall be responsible for all energy consumed for heat, air conditioning, ventilation, cooking, hot water and including all electricity consumed by the LESSEE.

The rental rate provided in this LEASE presumes services, utilities and maintenance be provided daily, 24 hours per day, 7 days per week.

- 10. <u>TAXES</u>. LESSOR agrees to pay, prior to delinquency and directly to the taxing authority, all real estate taxes and municipal assessments applicable to the PREMISES.
- 11. MAINTENANCE. LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this Lease, shall maintain, repair and provide the continuous upkeep of the exterior of the building(s), all internal building systems, including but not limited to, electrical, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, and as more specifically stated below:
  - a) LIGHTING All lighting shall be maintained at working levels which meet the minimum standard of the American Illuminating Engineering Society Lighting Handbook, Current Edition in effect at the time of the commencement of the LEASE. LESSOR shall provide, install and replace all light bulbs, tubes, ballasts and starters.
  - b) HEATING, VENTILATION AND AIR CONDITIONING HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by LESSOR. Systems shall be inspected and serviced regularly to insure proper balancing and calibration.

Exhaust systems shall be provided for ventilation of toilet rooms, lunch areas, smoke rooms, conference rooms and operate and comply with state and local regulations. Note: All HVAC systems shall be designed in accordance with the current ASHRAE standards (where practical) but, ASHRAE 90-75 shall be the standard for new buildings unless the building codes of the local municipality require a more strict standard, in which event the standard required by the municipality will apply.

Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature under all conditions of 74 degrees F (23 degrees C) in winter and 75 degrees F (24 degrees C) in summer, respectively. Relative humidity shall be maintained at 40-60%, where practical. Fall and spring change-over adjustments shall be made as necessary to effect optimal temperature in the PREMISES. Pertains to office areas only.

Mechanical ventilation shall be provided on a year-round basis. Ventilation air introduced into occupied spaces shall be free of outside contaminants and tempered according to the season. Air conditioning systems can be used for winter time ventilation, provided the outside air component must be heated before delivery into the occupied space: Ventilation pertains to office spaces only.

1. For systems introducing 100% outside air, ventilation shall provide a minimum of 20 cfm per occupant or 0.25 cfm per square foot of floor area, whichever is greater.

- 2. For air recirculation systems, fresh outside air shall be introduced into the systems at a rate of 20 cfm per occupant. (Where design occupancy is unknown it shall assumed to be 7 persons per 1,000 sq. ft., of floor space).
- 3. In special cases where air recirculation systems are equipped with air cleaning devices designed to remove odorous and gaseous contaminants, the fresh outside air component may be reduced to 5 cfm per occupant.

#### c) JANITORIAL SERVICES, None.

- d) LESSOR shall be responsible for maintaining the building(s) and its internal systems in good condition and shall make all repairs caused by ordinary wear and tear, damage by fire or other casualty and any other cause except such damage caused by LESSEE'S negligence, or the negligence of LESSEE's agents, business invitees or guests. The building(s) and its internal systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire and safety hazards, uncomfortable drafts, excessive air velocities, etc. Without additional charge, LESSEE may require LESSOR to test once a year, with adequate notice, such systems as fire alarm, sprinkler, emergency generator, or other safety systems in the building to insure proper operation. The testing and inspection of the systems (and its equipment) must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate and/or provided to Lessee at Lessee's request.
- e) LESSOR shall submit, within one month after the commencement date of this LEASE and each year thereafter, current certifications from reputable contractors that all fire suppression systems are being serviced and tested on an acceptable periodic basis. Certificates shall be submitted for the following items, where applicable: sprinkler system, fire alarm system, emergency light, and fire extinguishers.
- f) LESSOR shall submit within one month after the commencement date of this LEASE and annually thereafter, current certifications from its insurance or service company, wherever is applicable, that all boilers, pressure vessels, and elevators are being serviced and inspected on an acceptable periodic basis.
- g) LESSOR shall be responsible for the exterior maintenance of the facility including parking lots (including policing that is, assuring that the number of parking spaces provided for LESSEE are available for use by LESSEE, its employees and invitees, but not including security for the parking area), except as otherwise provided in this Lease.
- h) LESSOR must have a building superintendent or a locally-designated representative available to promptly respond to LESSEE's requests to correct any Lease deficiency.

- i) LESSOR shall repaint the PREMISES every five (5) years during the term of this Lease and any option terms. LESSEE may waive any repainting if, in its sole judgment, it determines that said repainting is not necessary;
- 12. CONSTRUCTION OR ADDITIONAL ALTERATIONS. LESSOR, shall at its cost and expense, and in return for the rent paid by LESSEE pursuant to this Lease, construct and renovate the PREMISES substantially in accordance with the plans and/or specifications listed and set forth in Exhibit "A". Prior to occupancy, minor punch list items and the due dates for completion of said punch list items shall be established and agreed upon by LESSOR and LESSEE. LESSOR shall not receive remuneration which is in addition to the rent for any construction or alterations to the PREMISES unless LESSEE has, by a fully executed lease amendment containing the details of said construction or alterations, as well as the specific cost, agreed to such payment.

Except as otherwise provided herein, LESSEE shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

Prevailing wage will be required for new construction/major renovations except in instances where the renovations are less than substantial rehabilitation. Substantial rehabilitation is the conversion or adaption of an existing facility into a safe, structurally sound building by gutting an extensive reconstruction to make the building suitable for use by the Commonwealth agency. See Exhibit "D" for additional information.

In all its procurement documents for renovations to the PREMISES, the LESSOR shall require that any insulation provided for the renovations must contain the minimum percentage of postconsumer recovered paper or recovered material as shown below for the applicable product:

#### **MATERIAL TYPE**

#### PERCENTAGE BY WEIGHT

75% postconsumer recovered paper

23% postconsumer recovered paper

Cellulose loose-fill and spray on Perlite composite board Plastic rigid foam, polyisocyanurate/ polyurethane:

> Rigid foam Foam-in-place Glass ridge foam Phenolic ridge foam Rock wool

9% recovered material 5% recovered material 6% recovered material 5% recovered material

50% recovered material

"Postconsumer recovered paper" is defined as "Any paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through their end-usage as a consumer item including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste."

"Recovered materials" is defined as "Waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."

The lessor shall require the contractor to provide the LESSOR with documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of postconsumer recovered paper or recovered material.

- 13. <u>CONFLICT BETWEEN LEASE AND SPECIFICATIONS</u>. To the extent that there are any conflicts between the requirements in Paragraphs 11 "Maintenance," Paragraph 12 "Construction or Additional Alterations" and the plans and/or specifications "Exhibit A", the LESSOR shall maintain/construct the PREMISES in accordance with the stricter standard.
- 14. <u>COMPLETION</u>. AFTER receipt of a fully executed copy of this LEASE, LESSOR agrees:
  - a) Within thirty (30) days, to furnish detailed plans and specifications pertaining to the construction of and/or renovation of the PREMISES.
  - b) Within sixty (60) days, to commence construction and/or renovation of the PREMISES.
  - c) Within ten (10) months, to have completed all construction and/or renovation work, including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy.
  - d) The entire project shall be completed within 390 days.
  - e) Upon completion of construction/renovation and preparation of the PREMISES so that it is ready for occupancy, LESSOR, at its sole expense, shall:
    - 1) Arrange for field measurements of the PREMISES and verification of the total usable area in the building by a licenses architect and/or engineer.

- 2) Provide LESSEE with a written certificate from the architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the PREMISES in the total usable are of the building from the last set of drawings which the LESSOR provided to the Commonwealth's Bureau of Real Estate. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the usable area in the PREMISES and the entire building; and (iii) state that the usable area was determined based upon the Commonwealth's usable area definition. The certificate must be signed by the architect/engineer and bear his seal.
- 3) At LESSEE's request, furnish complete as-built drawings of the completed structure in autoCAD version of 12.0 on a 3 1/2 inch floppy diskette, and hard copy, drawn to a minimum 1/8 inch -- 1 foot scale.

Time is of the essence. If LESSOR fails or refuses to comply with provision "a", "b" or "c" of this Paragraph, LESSEE, after giving the LESSOR thirty (30) days notice in writing, shall have the right to terminate this LEASE and/or exercise any other remedy it may have under the LEASE or at Law. Furthermore, in addition to these rights, LESSOR shall pay LESSEE, at LESSEE's option, as liquidated damages, 1% of the annual rental of this LEASE for each and every day the PREMISES are not ready for occupancy by the date provided for in provision "c" above.

No rents shall be due or payable until the construction and renovations required under Paragraph 11 are substantially completed in accordance with the Plans and Specifications listed in Exhibit "A" hereto as determined by the Using Agency. Upon such completion, the Using Agency shall provide the Department of General Services, Bureau of Real Estate, with written verification of such completion of construction and/or renovations. It is further understood that in accordance with Paragraph 2 hereof, the commencement date of this LEASE will be automatically changed to the date of acceptance of the construction and/or renovations. The termination date and the beginning and expiration of any renewal terms shall automatically change accordingly.

- 15. <u>INSURANCE</u>. LESSOR shall procure and maintain at its expense, the following types of insurance, issued by companies acceptable to LESSEE and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
  - a. Worker's Compensation Insurance for all of the LESSOR's employees and those of any contractor, engaged in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.
  - b. Public liability and property damage insurance to protect LESSEE, LESSOR and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and

damage to property, including loss of use resulting from property damage, which may arise from services performed by LESSOR, its agents or employees under this LEASE or from an alleged defective, dangerous or untenantable condition of the PREMISES. The limits of such insurance shall be in an amount not less than \$500,000.00 each person and \$2,000,000.00 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured.

Prior to occupancy of the PREMISES, LESSOR shall provide LESSEE with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to LESSEE.

- 16. <u>HOLD HARMLESS</u>. LESSOR shall save and hold harmless LESSEE, and its officers, agents and employees or any of them from any and all claims, demands, actions or liability (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:
  - a. any service performed by LESSOR, its agents or employees under this LEASE, except such services as are properly performed at the express direction of LESSEE;
  - b. any actual or alleged defective, dangerous or untenantable condition of the PREMISES.
  - c. violations of, or noncompliance of the PREMISES with, any statute, ordinance, rule or regulation of any governmental authority.
- 17. ENCUMBRANCES. LESSOR covenants that it has good and clear title to the PREMISES or that it has the right and authority from the owner of the PREMISES to lease the Premises. LESSOR covenants that LESSEE shall enjoy peaceful and uninterrupted possession of the PREMISES during the term of this LEASE. LESSOR shall provide LESSEE and any mortgagee that may hold an encumbrance against the PREMISES, an estoppel certificate or Non-Disturbance and Attornment Agreement with respect to matters related to this LEASE and/or the status of performance of obligations by the parties under this LEASE.
- 18. <u>DAMAGE/DESTRUCTION</u>. In the event of damage to the PREMISES by fire, flood, lightning, or other Act of God, rendering it impossible or substantially inconvenient for LESSEE to continue to occupy or use the PREMISES for its operations, the LESSOR, after notice from the LESSEE of the condition shall have sixty (60) days to repair and/or restore the PREMISES to a tenantable condition. If LESSOR fails to repair and/or restore the PREMISES within said period of sixty (60) days, or if LESSOR fails to make reasonable progress during the sixty (60) day period, as determined by LESSEE in its sole discretion,

LESSEE may, at its option: a.) terminate this LEASE by giving LESSOR thirty (30) days' written termination notice or b.) after first giving LESSOR fifteen (15) days' written notice, repair and restore the PREMISES to a tenantable condition, and deduct such costs made in restoration of the PREMISES from the RENT due the LESSOR. At LESSEE'S option, payment of RENT shall abate as long as the PREMISES remains in an untenantable condition after notice to LESSOR and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the PREMISES that is or remains untenantable.

- 19. <u>EVENTS OF DEFAULT</u>. Any one or more of the following events shall constitute an "Event of Default":
  - a) Failure of LESSOR to provide the services without disruption or interruption as stipulated in this LEASE.
  - b) Failure of LESSOR to maintain the PREMISES in tenantable condition.
  - c) Failure of LESSOR to provide peaceful and uninterrupted possession of the PREMISES by LESSEE.
  - d) Failure of LESSOR to perform or observe any other lease obligations.
- 20. <u>REMEDY</u>. Upon the occurrence and during the continuance of an Event of Default, LESSEE may, after giving LESSOR thirty (30) days' written notice (during the thirty (30) day period, LESSOR shall have the opportunity to correct the event of default), exercise one or more of the following remedies:
  - a) Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under this LEASE which LESSOR has failed to perform and of which LESSEE shall have given LESSOR notice, the cost of which performance by LESSEE shall be payable by LESSOR to LESSEE upon demand or deducted by LESSEE from the RENT or any other amount due LESSOR by LESSEE.
  - b) Terminate this LEASE and the tenancy created hereby.
  - c) Abate payment of RENT as long as the "Event of Default" remains in effect. After corrective action has been completed by LESSOR, LESSEE shall pay LESSOR the withheld rent less any costs suffered by LESSEE or the tenant agency resulting from the event of default.
  - d) Exercise any other legal and/or equitable rights or remedies available to LESSEE.
- 21. <u>REGULATIONS</u>. With full understanding by LESSOR of the intended use of the PREMISES by LESSEE, LESSOR agrees to make the PREMISES conform to all

governmental zoning and occupancy rules and regulations and be approved by the Department of Labor and Industry, in addition to any other local, state, federal or governmental agencies having jurisdiction for regulations covering occupancy, fire and panic, toilet rooms, safety, chemical or other codes pertaining to the property.

LESSOR, at its sole expense, shall promptly take action to comply with changes in any code or regulation requirements when such changes occur in local, state or federal codes or regulations during the term of the LEASE and any renewal thereof. If such changes result from the use of the PREMISES by LESSEE, LESSEE shall reimburse LESSOR for the reasonable costs of compliance.

- vending machines on the PREMISES without any additional payment to LESSOR or any sharing of the income derived from the operation of the vending machines. LESSOR shall not install or operate any vending machines in the PREMISES unless requested by the using agency. If the PREMISES is located in a multi-tenant building, LESSOR may install vending machines in the common areas of the building. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern shall accrue to the licensed blind vendor operating a vending facility on the PREMISES or, if none, to the Employment Fund for the Blind.
- 23. <u>RECYCLING</u>. LESSEE will provide a collection system for the removal of recyclable materials from the PREMISES in compliance with local codes and ordinances, and Act 101 of 1988. LESSEE must provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials in the PREMISES and on LESSOR's property. LESSEE will assume all costs related to the disposal and removal of recyclable materials.
- 24. <u>OFFSET PROVISION</u>. LESSOR agrees that LESSEE may set off the amount of any state tax liability or other debt of LESSOR or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the LESSOR under this or any other contract with the Commonwealth.
- 25. <u>ASBESTOS</u>. LESSOR hereby agrees to strictly adhere to the provisions of Exhibit "C" to this LEASE. In addition, LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the PREMISES.
- 26. NO ORAL MODIFICATION. This LEASE may not be modified orally. Except as provided in this LEASE, all modifications must be by written amendment signed by both parties.
- 27. <u>INTERPRETATION</u>. This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

- 28. <u>COMPLIANCE WITH LAWS</u>. LESSOR agrees to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the PREMISES.
- DISPUTES. In the event that any dispute arises between the parties under this 29. LEASE, the using agency shall, within 15 days, make a determination in writing of its interpretation and shall send the same to LESSOR. A dispute shall occur when one party notifies the other party in writing that a dispute exists. That interpretation shall be final, conclusive, and binding on LESSOR and unreviewable in all respects unless LESSOR shall within thirty (30) days of the receipt of said writing deliver to the Director, Bureau of Real Estate, Department of General Services, a written appeal. The decision of the Director of the Department of General Services' Bureau of Real Estate (which shall be made within 15 days of any appeal) on any such appeal shall be final and non-appealable unless the LESSOR or Using Agency appeals that decision to the Deputy Secretary for Property Management, Department of General Services, within thirty (30) days after receipt of the decision of the Director of the Bureau of Real Estate. The Deputy Secretary for Property Management shall make a determination within 15 days; LESSOR shall thereafter with good faith and diligence render such performance as has been determined is required of it. LESSOR'S sole option with respect to any such decision shall be either:
  - a. to accept said decision as a correct and binding interpretation of the LEASE; or
  - b. to make such claim as it may desire to the Commonwealth's Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as amended. (72 P.S. Section 4651-1 et. seq.)

Pending a final judicial resolution of any such claim filed with said Board, LESSOR shall proceed diligently and in good faith with the performance of this LEASE as interpreted by LESSEE.

- 30. <u>ASSIGNMENT</u>. LESSOR may not assign this LEASE without the prior written approval of LESSEE, which approval shall not be unreasonably withheld. Use of the PREMISES by another Commonwealth agency shall not be deemed a sublease or assignment and shall not require the consent or approval of LESSOR.
- 31. <u>BINDING SUCCESSOR AND ASSIGNS</u>. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties.
- 32. <u>CONTRACTOR INTEGRITY PROVISIONS</u>. LESSOR agrees to comply with the Contractor Integrity Provisions that follow:

#### a. Definitions.

- 1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
- 2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this LEASE.
- 3) Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than 5% interest.

#### 4) Financial Interest means:

- a) Ownership or more than a five percent interest in any business; or
- b) Holding a position as an officer, director, trustee, partner employee, or the like, or holding any position of management.
- 5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for this decision, opinion,

recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this LEASE except as provided therein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of this LEASE and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude

the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

The Contractor shall preserve books, documents, and records sufficient to justify the charges billed the Commonwealth for three years after expiration of the contract, or until all questioned items are resolved after the services are furnished under this Contract. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

- 33. <u>NONDISCRIMINATION/SEXUAL HARASSMENT</u>. LESSOR shall comply with all applicable provisions of the state and federal constitution, laws, regulations and judicial orders pertaining to nondiscrimination/sexual harassment and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause that follows:
  - a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - b. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
  - c. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
  - d. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
  - e. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms

supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

- f. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor
- g. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.
- ACCESSIBILITY TO THE PREMISES BY INDIVIDUALS WITH 34. DISABILITIES. LESSOR shall be responsible for, and shall bear the financial burden for, ensuring that the PREMISES comply with the building accessibility requirements of the Americans with Disabilities Act and its title II regulations as well as the Universal Accessibility Act (Act of September 1, 1965, P.L. 459, No. 235) and its implementing regulations. LESSOR's responsibilities shall include, but shall not be limited to, removal of any structural or communication barriers for accessibility to the PREMISES by individuals with disabilities and providing auxiliary aids and services as required. LESSEE shall only be responsible for providing program accessibility to individuals with disabilities unless alterations, improvements and additions to the PREMISES are required in order to provide program accessibility, in which case, LESSOR shall be responsible. LESSOR shall defend any suit or proceeding brought against LESSEE on account of any alleged violation of any federal or state statute or regulation relating to accessibility to buildings by individuals with disabilities. LESSOR shall indemnify and hold LESSEE harmless from any and all damages, costs and expenses, awarded therein against LESSEE.

LESSOR understands and agrees that pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., no individual with a disability shall, on the basis of the disability, be excluded from participation in this LEASE or from activities provided for under this LEASE. As a condition of accepting and executing this LEASE, LESSOR agrees to comply with the "General Prohibitions Against Discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors and lessors.

The LESSOR shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the LESSOR'S failure to comply with the provisions of this Paragraph.

- 35. CONTRACTOR RESPONSIBILITY PROVISIONS. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.
  - a. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
  - b. The contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
  - c. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
  - d. The failure of the contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.
  - e. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

f. The contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <a href="http://www.dgs.state.pa.us/debarment.htm">http://www.dgs.state.pa.us/debarment.htm</a> or contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, Pennsylvania 17125 Telephone No. (717) 783-6472 FAX No. (717) 787-9138

36. NOTICE. Any notice or demand from LESSEE to LESSOR or from LESSOR to LESSEE shall be in writing and shall be delivered by hand or by deposit in United States mail, postage prepaid, via registered or certified mail. If to LESSOR, in an envelope addressed to the attention of:

Jack M. Hines, Jr.
Township Manager
1385 Campus Drive
Downingtown, Pennsylvania 19335

If to LESSEE, in an envelope addressed to the attention of:

Director
Bureau of Real Estate
Department of General Services
505 North Office Building
Harrisburg, Pennsylvania 17125

37. <u>EXHIBITS AND ADDENDA PART OF LEASE</u>. Included in and made a part of this LEASE, whether or not referred to in the body of this LEASE and with the same force and effect as though fully set forth hereto are Exhibits "A", "C" and "D".

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, and intend to be legally bound thereby, the day and year first above written.

WEST BRADFORD TOWNSHIP

ATTEST:

Jack M Hines, Sr, Secretary	John Al Haiko, Chairman, Board of Supervisor
Sught is the spirit of	John Marie, Chair man, Spark of Supercount
Actio	TH OF PENNSYLVANIA ng Through OF GENERAL SERVICES
Susan E. Walivaler	By Secretary of General Services (SEAL)
BOARD OF COMMISSIONERS O	F PUBLIC GROUNDS AND BUILDINGS
STATE TREASURER	Edund G Pendall GOVERNOR
	GOVERNOR
APPROVED AS TO	FORM AND LEGALITY
APPROVED AS TO	FORM AND LEGALITY
APPROVED AS TO OFFICE OF GENERAL COUNSEL	FORM AND LEGALITY OFFICE OF ATTORNEY GENERAL
OFFICE OF GENERAL COUNSEL  By	OFFICE OF ATTORNEY GENERAL
OFFICE OF GENERAL COUNSEL  By	OFFICE OF ATTORNEY GENERAL



# LEASE AMENDMENT #1 FOR LEASE #93418

# LEASE I.D.#93418-1

WHEREAS, the parties entered into the LEASE for the premises known as 997 Lieds Road, Coatesville, in the County of Chester, Pennsylvania; and

WHEREAS, the parties desire to amend the LEASE to extend the term, modify the Base Rent of the existing option terms, and accomplish other matters as set forth below.

Now, therefore, the parties, with intent to be legally bound, agree as follows:

1. Paragraph 5
Options

Effective upon the full execution of this Amendment, the 1<sup>st</sup> option term beginning October 1, 2014 and ending September 30, 2019 and the 2<sup>nd</sup> option term beginning October 1, 2019 and ending September 30, 2024 will be amended and automatically exercised at a reduced Base Rent of \$14.00 per square foot plus the current Additional Rent which will continue to be adjusted annually by the CPI factor contained in Paragraph 4, Additional Rent, of the LEASE.

All other terms and conditions of said LEASE which are not changed by this Amendment remain in full force and effect.

O.K.

OCT - 9 2014

BOARD

IN WITNESS WHEREOF the parties hereto have duly executed these presents the date and year first above written. ATTEST: WEST BRADFORD TOWNSHIP Vin Williams (SEAL) Tommy Ryan/Manager COMMONWEALTH OF PENNSYLVANIA acting through DEPARTMENT OF GENERAL SERVICES ATTEST: (SEAL) BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS APPROVED AS TO FORM AND LEGALITY OFFICE OF GENERAL COUNSEL OFFICE OF ATTORNEY GENERAL By PRE-APPROVED BY OAC

VIA FORM # 8-FA-31.0

# LEASE AGREEMENT (EMBREEVILLE TOWER SITE - WEST BRADFORD TOWNSHIP)

THIS LEASE AGREEMENT ("Agreement"), dated as of the 30 day of 2014 (the "Effective Date"), is entered into by WEST BRADFORD TOWNSHIP, having a mailing address of 1385 Campus Drive, Downingtown, PA 19335 (hereinafter referred to as "Landlord"), and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 601 Westtown Road, Suite 012, West Chester, Pennsylvania 19380 (hereinafter referred to as "Tenant").

#### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, consisting of approximately 55.71 +/- acres and located at 997 Lieds Road, West Chester, PA 19382, also known as Parcel No. 50-8-9.2 (collectively, the "Property"). Tenant desires to use a portion of the Property as a site for its public safety radio system to serve Chester County's regional emergency communications and related needs, including, without limitation, establishing multiple transmission towers throughout Chester County and neighboring areas and possible incorporation of additional radio equipment operating in other parts of the RF spectrum (collectively, the "System"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties, intending to be legally bound, agree as follows:

- 1. **LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 4,000 +/- square feet, as well as the rights, privileges, easements, appurtenances and improvements belonging thereto (including, without limitation, the air space above such room/cabinet/ground space as described on the attached **Exhibit 1**), together with: (i) unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises; and (ii) any portion of the Property necessary to install and maintain any stormwater management facilities as required by the applicable government authorities, all as described on the attached **Exhibit 1** and **Exhibit 2** (collectively, the "**Premises**"). The exact square footage and dimensions of the Premises will be confirmed by the parties in writing prior to site development.
- 2. PERMITTED USE. Tenant may use the Premises for the development, erection and operation of the System (substantially as it is more fully described on the attached Exhibit 2), which may include, but not be limited to, the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (which may include a suitable support structure, associated antennas, generator and fuel source therefor, equipment shelters and/or cabinets and fencing), and any other items necessary to the successful and secure use of the Premises, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication

services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the System that may be conceptually described on Exhibits 1 and 2 will not be deemed to limit Tenant's Permitted Use. The parties hereby acknowledge and agree that the description and configuration of the System as depicted in Exhibits 1 and 2 may be amended and/or replaced prior to Tenant commencing construction of the System based upon factors such as Government Approvals (hereinafter defined in Section 5) and modifications to the System design, as well as space, cost, construction, considerations, etc.; provided, however, any material changes to Exhibits 1 and 2 are subject to Landlord's prior written approval, which approval by Landlord shall not be unreasonably withheld, conditioned or delayed. In such instance, the parties will amend and/or replace such Exhibits to reflect such changes. If Exhibits 1 and 2 include drawings of the initial installation of the System, Landlord's execution of this Agreement will signify Landlord's approval thereof. For a period of one hundred eighty (180) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property as described on Exhibit 1 hereto (the "Surrounding Property"), as may reasonably be required during construction and installation of the System. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include, without limitation, the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises, at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the System on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the System within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to ensure that Tenant's System complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the System, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises, by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

# 3. <u>TERM.</u>

- (a) The initial lease term will be twenty (20) years ("Initial Term"), commencing on the Rent Commencement Date (defined hereinafter). The Initial Term will expire on the twentieth (20<sup>th</sup>) annual anniversary of the Rent Commencement Date.
- (b) This Agreement will automatically renew for fifteen (15) additional five (5) year terms (each such renewal term shall be defined as an "Extension Term"), upon the same terms and conditions, subject to any rental increase as provided in Section 4, unless the Tenant notifies

the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(c) The Initial Term, all of the Extension Terms and the Holdover Term are collectively referred to as the Term ("Term").

# 4. RENT.

- (a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), and on the first day of each month thereafter during the Term, Tenant will pay Landlord a monthly rent for the Premises of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. Tenant may prepay Rent at any time for any period of time, without premium or penalty. Rent shall increase at the rate of five percent (5%) per Extension Term.
- (b) All charges payable by Tenant under this Agreement such as taxes, to the extent applicable, shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant.
- (c) In addition to the Rent, Tenant agrees to construct, at Tenant's cost, the impound lot identified on Exhibit 1.

# 5. APPROVALS; LEASE CONTINGENCIES.

(a) Notwithstanding anything contained herein to the contrary, Landlord agrees that this Lease and Tenant's ability to use the Premises are expressly contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all regulatory, administrative and governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation any and all applications for zoning permits and variances, zoning ordinance amendments, land development approvals, environmental permits and approvals, special use permits, construction permits, licenses and FCC licenses, permits and approvals (collectively, the "Government Approvals"). As of the Effective Date, Tenant shall have the right to enter upon the Property to inspect, survey, test, evaluate, assess, measure or appraise the Property, including without limitation the Premises, and/or to perform such other due diligence as Tenant deems necessary in its sole discretion, all at Tenant's expense, to determine the suitability and feasibility of the Premises for Tenant's intended use thereof. Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims relating to physical damage to the Property (including without limitation the Premises) or personal injuries to third persons arising

out of Tenant's entry upon the Property (including without limitation the Premises) pursuant to the terms of this paragraph. These provisions shall survive the expiration or earlier termination of this Agreement.

- (b) In furtherance of the foregoing and subject to the indemnity provisions above, Tenant shall have a continuing right to perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests, reports or due diligence on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will (continue to) be compatible with Tenant's engineering specifications, systems, designs, operations or Governmental Approvals.
- Further, as of the Effective Date, Tenant at Tenant's expense, and as Landlord's limited agent pursuant hereto, shall have the right to seek and obtain all Government Approvals. The authority granted herein by Landlord to Tenant shall include, without limitation, the power to: (i) file an application or applications for land development, land subdivision or reverse land subdivision, conditional use, special exception, and variances under, and/or amendment of, applicable zoning, subdivision and land development ordinances with the appropriate governmental authorities, agencies, councils, boards, commissions, etc.; (ii) appear before such authorities, agencies, councils, boards, commissions, etc.; and (iii) perform all such other acts in order to obtain all necessary final Government Approvals of the System as may be necessary. This agreement is intended to be coupled with an interest and create a valid and present interest in the Property in favor of Tenant for purposes of qualifying Tenant as a "landowner" as contemplated by the Pennsylvania Municipalities Planning Code and to have standing to seek the above Government Approvals. Landlord, at no expense to Landlord, agrees to cooperate with Tenant and take all actions and execute, notarize and deliver to Tenant within five (5) business days of Landlord's receipt thereof, all documents that Tenant determines are reasonably necessary for Tenant to obtain such Government Approvals.
- **6.** <u>TERMINATION.</u> This Agreement may be terminated, without penalty or further liability, as follows:
- (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable notice and cure periods;
- (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the System as now or hereafter intended by Tenant (including without limitation all Government Approvals); or if Tenant determines at any time in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;
- (c) by Tenant upon written notice to Landlord for any reason (or no reason), at any time prior to commencement of construction by Tenant; or
- (d) by Tenant after commencement of construction upon sixty (60) days prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination

fee equal to one (1) month's Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(i) of this Agreement.

7. <u>INSURANCE</u>. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Notwithstanding anything to the contrary in this Agreement, the parties hereby confirm that the provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

#### 8. INTERFERENCE.

- (a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will comply with all Federal Communications Commission (FCC) regulations regarding interference with existing radio frequency user(s) on the Property so disclosed by Landlord.
- (b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the System, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
- (c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the System, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease immediately (but in no event more than 24 hours) after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.
  - (d) This Section shall survive expiration or earlier termination of this Agreement.

# 9. <u>INDEMNIFICATION.</u>

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the System or Tenant's breach of any

provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

- (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.
- (c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waive any claims that each may have against the other with respect to consequential, incidental or special damages.
  - (d) This Section shall survive expiration or earlier termination of this Agreement.

### 10. WARRANTIES.

- (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement, or any court order, binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement substantially in the form of attached Exhibit 3.

#### 11. ENVIRONMENTAL.

(a) To the best of Landlord's knowledge, Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

- (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.
- (c) The indemnifications set forth in Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.
- (d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

#### 12. ACCESS/FALL-ZONE EASEMENT.

- (a) At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the System and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and utilities, and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a material default under this Lease. Upon Tenant's request, Landlord will execute a separate recordable easement reasonably satisfactory to Tenant evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant, then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.
- (b) Landlord acknowledges that, pursuant to any necessary zoning and/or land development process, the applicable governmental authorities may require Tenant to satisfy certain fall-zone requirements with respect to the tower. Upon Tenant's request, Landlord will

execute a separate recordable easement reasonably satisfactory to Tenant evidencing this right at no additional cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the System brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the System constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. If Landlord does not elect to take title to the portion of the System constructed, erected or placed on the Premises by Tenant, within one hundred eighty (180) days after the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any subsurface foundations or underground utilities.

### 14. MAINTENANCE/UTILITIES.

- (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.
- (b) Tenant shall establish any necessary utilities in Tenant's name and Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.

# 15. <u>DEFAULT AND RIGHT TO CURE.</u>

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure

Tenant's default and to deduct the costs of such cure from any monies due to Tenant from Landlord.

- (b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure or as otherwise provided herein. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.
- 16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement (including selling its rights to the transmission tower and reasonably related equipment, apparatus, etc.) or to sublease the Premises and its rights herein (including renting antenna space on the System to third parties), in whole or in part, upon written notice to Landlord. Notwithstanding the foregoing, Tenant and Landlord shall share in any rental income derived from the assignment/subletting of any space on the Premises as follows: (i) for any assignments/subleases to governmental and nonprofit agencies and authorities or for purely public services/purposes, to the extent that rent is charged to these entities as determined by the Tenant, Tenant and Landlord shall split (50% Tenant/50% Landlord) all rental revenues generated by such subleases; and (ii) for assignments/subleases to private/for-profit parties (but not including those as part of a sale of Tenant's rights to the tower, etc. as referenced above), Tenant and Landlord shall split (50% Tenant/50% Landlord) all rental revenues generated by such subleases. On or before March 1 of each calendar year under this Lease, Tenant shall forward to Landlord its share of such rentals, together with a reasonably detailed calculation thereof. Landlord has the right to audit, at Landlord's expense, Tenant's calculation of Landlord's share of any rental income derived from assignments/subleases; provided, however, Tenant's calculation shall be final and binding absent manifest error if Landlord does not exercise its audit right within sixty (60) days immediately following Landlord's receipt of Tenant's calculations of Landlord's share of such rental income.
- 17. <u>NOTICES</u>. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

County of Chester

Attention: County Commissioners and Solicitor

313 West Market Street

P.O. Box 2748

West Chester, PA 19380

With a copy to:

Chester County Department of Emergency Services

Attention: Director 601 Westtown Road

Suite 012

West Chester, PA 19380

Fox Rothschild LLP

Attention: Ronald L. Williams, Esq.

Eagleview Corporate Center

747 Constitution Drive, Suite 100, PO Box 673

Exton, PA 19341

If to Landlord:

Township of West Bradford Attention: Tommy Ryan 1385 Campus Drive Downingtown, PA 19335

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such documents, Tenant shall not be responsible for any failure to pay the current landlord:

- a. New Deed to Property
- b. Bill of Sale or Transfer (if applicable)
- c. New Payment Direction Form
- d. Full contact information for new Landlord including all phone numbers
- 18. <u>CONDEMNATION</u>. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its System, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis as of the date of taking.
- 19. <u>CASUALTY</u>. The parties will provide notice to each other of any casualty affecting the Property of which each becomes aware within forty-eight (48) hours of the casualty. If any part of the System or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of

such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the System, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the System is completed.

- 20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the System or any portion thereof. The System shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the System from time to time in Tenant's sole discretion and without Landlord's consent.
- 21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord, including the Property. Tenant shall be responsible for all taxes (if any) levied upon Tenant's leasehold improvements (including any equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against Tenant's leasehold improvements on the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of Tenant's leasehold improvements on the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.
- 22. SALE OF PROPERTY. If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, in its sole discretion, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications

facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

# 23. MISCELLANEOUS.

- (a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- (b) Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease in the form attached hereto as Exhibit 4. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- (c) **Bind and Benefit**. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state in which the Premises are located, without regard to conflicts of law.
- (f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.
- (g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in

writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

- (h) No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.
- (i) Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.
- (j) Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.
- (k) Survival. All indemnity provisions contained herein survive expiration or early termination of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and effective as of the date first written above.

# "LANDLORD"

THE TOWNSHIP OF WEST BRADFORD

By:

Namè

Title:

"TENANT"

THE COUNTY\_OF CHESTER

Attest: thelle

County Clerk

By:

Ryan Costello (Chair)

County Commissioner

Bv:

Terence Farrell

County Commissioner

3y: <u>/ [l/</u>

Kathi Cozzone

County Commissioner

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

CONTRACT ID: 15558

### TENANT ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF CHESTER	) SS )
I, DAMELLE M. BILKENS State aforesaid, do hereby certify that Ryan Costello Chester, Pennsylvania, who is personally known to subscribed to the foregoing instrument appeared bet signed and delivered the said instrument as his own County of Chester, Pennsylvania for the uses and put	me to be the same person whose name is fore me in person and acknowledged that he free and voluntary act on behalf of The
Given under my hand and notarial se	al this 30th day of JANUARY, 2014.
Notary	Iniela M. Dickers Public
My Commission Expires:	
MARCH ZUTE ZOIL	COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Danielle M. Dickens, Notary Public West Chester Soro, Chester County West Chester Strong March 26, 2016  MENORS PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA	)
COUNTY OF CUESTER	) SS )
State aforesaid, do hereby certify that Terence Farr Chester, Pennsylvania, who is personally known to subscribed to the foregoing instrument appeared be signed and delivered the said instrument as his own County of Chester, Pennsylvania for the uses and p	o me to be the same person whose name is efore me in person and acknowledged that he in free and voluntary act on behalf of The purposes therein set forth.
Given tinder my hand and notarial si	eal this 30th day of JANUARY, 2014.
Notary	y Public
My Commission Expires:	
MARCH 2010, 2014	COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Danielle M. Dickens, Notary Public  West Chester Boro, Chester County  My Commission Expires March 26, 2016

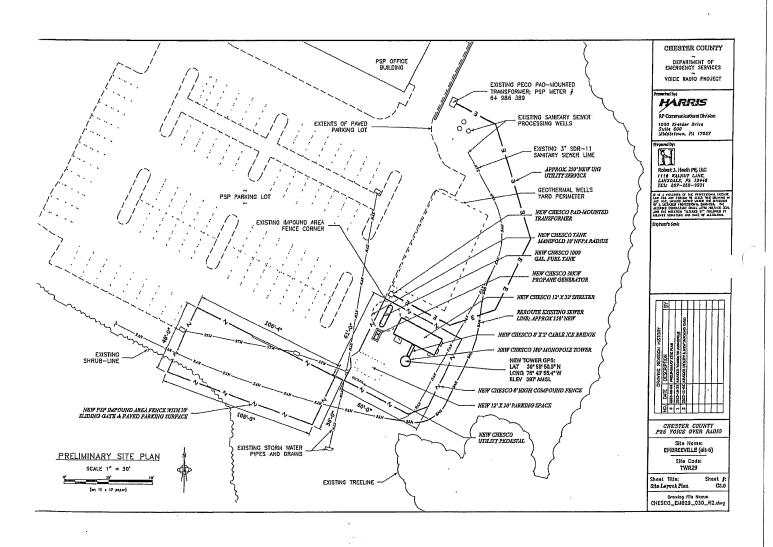
COMMONWEALTH OF PENNSYLVANIA	)
COUNTY OF CHESTER	) SS )
State aforesaid, do hereby certify that Kathi Cozz Chester, Pennsylvania, who is personally known subscribed to the foregoing instrument appeared signed and delivered the said instrument as her of County of Chester, Pennsylvania for the uses and	to me to be the same person whose name is before me in person and acknowledged that she wn free and voluntary act on behalf of The
Note	Whilly M Jillews  and Public
My Commission Expires:  MARCH 7412 2014	COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Danielle M. Dickens, Notary Public  West Chester Sorro, Chester County  My Commission Expires March 26, 2016

# LANDLORD ACKNOWLEDGMENT

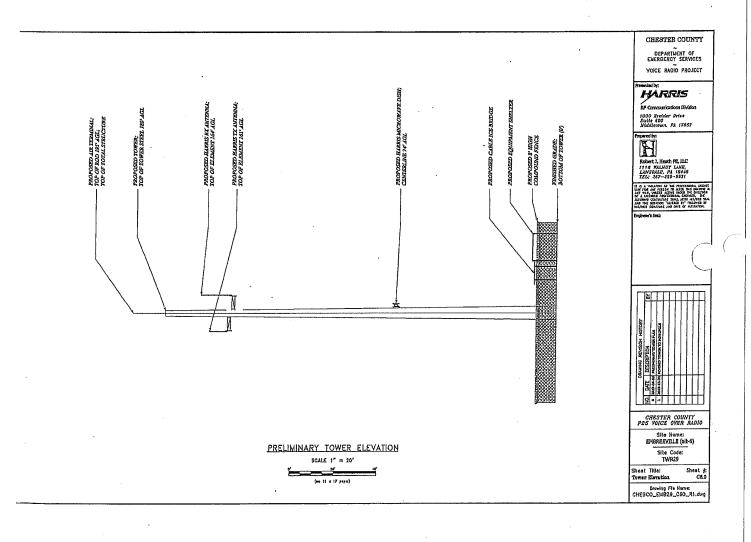
COMMONWEALTH OF PENNSYLVANIA .	)
COUNTY OF CHESTER	) ss: )
This, the	ity, being authorized to do so, executed the ed by signing the name of The Township of
	COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Nancy L. Althouse, Notary Public  West Sadsbury Twp., Chester County  My Commission Expires Feb. 9, 2014  Member, Pennsylvania Association of Notaries

# **EXHIBIT 1**

# DESCRIPTION OF PREMISES







#### EXHIBIT 2

#### **DESCRIPTION OF SYSTEM**

\*NOTE:

FOR PRELIMINARY DISCUSSION PURPOSES. DESCRIPTION WILL BE UPDATED PRIOR TO EXECUTION AND SUBMITTED TO LANDLORD FOR REVIEW. THEREAFTER, EXHIBITS 1 AND 2 SUBJECT TO FURTHER CHANGE AS PROVIDED IN SECTION 2 OF THE LEASE AGREEMENT.

#### EXPLANATION OF PROPOSED SYSTEM

#### A. SPECIFICATIONS:

# 1. Undeveloped Land (no tower)

For a site without an existing tower, it is anticipated that a transmission site will include, without limitation, addition of the following:

- a. A 180' monopole tower suitable for general communications use including two way radio antennas, panel antennas, microwave dishes, etc.
- b. A 12 foot by 32 foot, one-story shelter (or per design) will be installed within the transmission site boundaries for the purpose of providing sufficient space for the public safety radio system, as well as licensed microwave radio equipment.
- c. Security fencing surrounding the tower, shelter and generator equipment.
- d. Emergency Generator
- e. Microwave dish antennas will be installed on the tower as part of this project.
- f. Antennas will be installed on the tower as part of this project.
- g. Stormwater management facilities, which may extend beyond the fenced-in tower compound.

# EXHIBIT 3 FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

· · · · · · · · · · · · · · · · · · ·
Prepared by and Return to:
Property Address/ID: 50-8-9.2
SUBORDINATION, NON-DISTURBANCE <u>AND ATTORNMENT AGREEMENT</u>
THIS AGREEMENT ("Agreement"), dated as of the date below, between having its principal office at, (hereinafter called "Mortgagee") and THE TOWNSHIP OF WEST BRADFORD, ("Landlord"), and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision having a mailing address of 1385 Campus Drive, Downingtown, PA 19335 (hereinafter called "Landlord"), and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 601 Westtown Road, Suite 012, West Chester, PA 19380 (hereinafter called "Tenant").
WITNESSETH:
WHEREAS, Tenant has entered into a certain lease dated
WHEREAS, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of, being identified as Parcel No in the of, County, Commonwealth of Pennsylvania ("Property"), a part of which Property contains the Premises; and
WHEREAS, the Mortgage on the Property is in the original principal sum of
WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.
NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.
- 2. In the event Mortgagee takes possession of the Property as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.
- 3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Property, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be personally liable for any act or omission of any prior landlord (including Landlord).
- 4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Property upon the foreclosure of the Mortgage, or upon the sale of the Property by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Paragraph 3 above) under all of the terms, covenants and conditions of the Lease.
- 5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.
- 6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

#### [SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESS/ATTEST:	"LANDLORD"
	THE TOWNSHIP OF WEST BRADFORD
Print Name:	By: Print Name: Title: Date:  "TENANT"
	THE COUNTY OF CHESTER
Print Name:	By: Print Name: Title: County Commissioner Date:
Print Name:	By: Print Name: Title: County Commissioner Date:
Print Name:	By: Print Name: Title: County Commissioner Date:
	"MORTGAGEE"
	Ву:
Print Name:	Print Name: Title: Date:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

#### TENANT ACKNOWLEDGMENT

COMMON WEALTH OF PENNSYLVANIA	) ) gg
COUNTY OF	) SS )
I,	to me to be the same person whose name is person and acknowledged that he on free and voluntary act on behalf of The County
Given under my hand and notarial	seal this, 20
Nota My Commission Expires:	ry Public

COMMON WEALTH OF TEMASTE	) SS		
COUNTY OF	)		
I,	ılly known to me to be t t appeared before me in ınt as his own free and v	Commissioner for I he same person who person and acknowl voluntary act on beha	The County of se name is edged that he
Given under my hand a	nd notarial seal this	day of	, 20
My Commission Expires:	Notary Public		

COMMONWEALTH OF PENNSYLVANIA	)		
COUNTY OF	) SS )		
I,	to me to be the before me in pown free and vo	e same person whose erson and acknowled bluntary act on behalf	name is lged that she
Given under my hand and notaria	l seal this	day of	, 20
No	tary Public		-
My Commission Expires:			
MORTGAGEE	(CORPORAT	ION)	
STATE/COMMONWEALTH OF			
COUNTY OF	) ss: )		
	11 0	d. 1. C	
The foregoing instrument was acknowled 20, by	ged before me	e of representative) the	, ne
20, by(title) of institution), a personally known OR ( ) who produced	on bel	(name of bank ( ) v	who is
personally known OR ( ) who produced such capacity, being authorized to do so, execute contained by signing the name of the bank by hin	d the foregoing	instrument for the pu	tion, and in rposes therein
	ary Public:		
My	Commission Ex	cpires:	

### LANDLORD ACKNOWLEDGMENT

COMMONWEALTH (	OF PENNSYLVAN	
COUNTY OF CHEST	ER	) ss: )
This, the	day of	, 20, before me
the undersigned notary,	personally appeare	ed, who acknowledged
himself/herself to be the	of 7.	The Township of West Bradford, Pennsylvania, a
Pennsylvania political s	ubdivision, and in	that capacity, being authorized to do so, executed the
forgoing instrument for	the purposes there	n contained by signing the name of The Township of
West Bradford by himse		
•		
•		
		Notary Public:
		My Commission Expires:

### EXHIBIT 4

## FORM MEMORANDUM OF LEASE

Prepared By	
Record and F	Return to:
	· 
UPI Number:	: 50-8-9.2
	MEMORANDUM OF LEASE
and between	MEMORANDUM OF LEASE is dated the day of, 201, by THE TOWNSHIP OF WEST BRADFORD, ("Landlord"), and THE COUNTY R, PENNSYLVANIA, a Pennsylvania political subdivision ("Tenant").
Township of known as UP Agreement, d which Landlo	ord is the owner of land consisting of approximately 55.71 ± acres located in the West Bradford, in the County of Chester, Commonwealth of Pennsylvania, also I No. 50-8-9.2 (the "Property"). Landlord and Tenant entered into a certain Lease lated (as amended from time to time, the "Lease") pursuant to ord leased to Tenant a certain portion of the Property particularly described in e "Premises").
consideration and subject to	ord and Tenant have agreed to execute this Memorandum of Lease. In of the covenants and agreements on the part of the Tenant contained in the Lease the terms, provisions, covenants and conditions thereof, Landlord had demised and emises to Tenant.
1.	The Landlord is The Township of West Bradford.
2.	The Tenant is The County of Chester, Pennsylvania.
3.	Landlord's address is 1385 Campus Drive, Downingtown, PA 19335.
4.	The Lease was dated (the "Effective Date").
	The Premises, as defined in the Lease, also includes, and the Lease shall be be provided for the grant by Landlord to Tenant of, a right of access to the chaccess way is more particularly described on Exhibit A attached hereto.
6. on the Rent Co	The Initial Term of the Lease shall run and extend for twenty (20) years beginning ommencement Date ("Initial Term"). The Rent Commencement Date begins on

the first day of the month following the date that Tenant commences construction on the Premises. In the event that Tenant exercises its renewal option(s), as outlined below, then the Term shall mean the last day of the applicable renewal term.

7. Tenant shall have the right to request Landlord to extend the Term for fifteen (15) additional terms of five (5) years each (collectively, the "Extension Term") and together with the Initial Term, the "Term", upon the same terms and conditions, which request Landlord has agreed to review, and absent reasonable objection, approve.

8. \_\_\_\_ The Lease does not give Tenant a right of purchase or of first refusal of the Premises.

The Lease gives tenant a right of purchase or of first refusal of the Premises as follows:

It is the intention of this Memorandum of Lease to give notice of certain provisions of the Lease, and it is not intended to supersede, diminish, add to, or change any of the terms and conditions of the Lease. Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the Lease. All of the terms, conditions and provisions of the Lease are incorporated herein by this reference to the same extent as if they were set forth herein in their entirety.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have caused this Memorandum of Lease to be executed as of the day and year first above written.

# LANDLORD:

TOWNSHIP OF WEST BRADFORD

	By: Name: Title:
	TENANT: THE COUNTY OF CHESTER, PENNSYLVANIA
Attest:County Clerk	By: Name: Ryan Costello, Chair Title: County Commissioner
	By: Name: Terence Farrell Title: County Commissioner
	By:

### LANDLORD ACKNOWLEDGMENT

COMMONWEALTH OF	PENNSYLVAN	(		
COUNTY OF CHESTER		) ss: )		
This, the	day of _ the undersigne	, 20 d notary, person	, before me ally appeared	
Township of West Bradfor capacity, being authorized contained by signing the n officer.	rd, Pennsylvania to do so, execute	, a Pennsylvania ed the forgoing	a political subdivision, instrument for the purp	and in that coses therein
		Notary Public	:	
		My Commissi	on Expires:	
COMMONWEALTH OF		NIA ) ) )	SS	
I,aforesaid, do hereby certify Commissioners for The Cothe same persons whose narperson and acknowledged tand voluntary act on behalf therein set forth.	unty of Chester, mes are subscrib hat they signed a	Pennsylvania, we ad to the forego and delivered the	who are personally kno ing instrument appeare e said instrument as the	wn to me to be ed before me in eir own free
Given under	my hand and no	tarial seal this _	day of	, 20
IN WITNESS WHE	EREOF, I have he	ereunto set my h	and and official seal.	
	NOTA	RY PUBLIC		
		mmission Expir	es:	





1937 AERIAL 05.13.2016 SC #: 14104.10





WEST BRADFORD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA





pillelit	Lieds Road Park - Estimated Costs of Develo
\$445,21	Total Proposed Site Improvements Phase 1
\$13,35	Mobilization (3%)
\$8,90	Construction Surveying (2%)
\$8,90	Erosion and Sedimentation Control (2%)
\$44,52	Construction Contingency (10%)
\$66,78	Design and Engineering (15%)
\$587,68	Total Estimated Phase 1 Costs
\$708,57	Total Proposed Site Improvements Phase 2
\$21,25	Mobilization (3%)
\$14,17	Construction Surveying (2%)
\$14,17	Erosion and Sedimentation Control (2%)
\$70,85	Construction Contingency (10%)
\$106,28	Design and Engineering (15%)
\$935,31	Total Estimated Phase 2 Costs
\$833,54	Total Proposed Site Improvements Phase 3
\$25,00	Mobilization (3%)
\$16,67	Construction Surveying (2%)
\$16,67	Erosion and Sedimentation Control (2%)
\$83,35	Construction Contingency (10%)
\$125,03	Design and Engineering (15%)
\$1,100,28	Total Estimated Phase 3 Costs
\$794,83	Total Proposed Site Improvements Phase 4
\$23,84	Mobilization (3%)
\$15,89	Construction Surveying (2%)
\$15,89	Erosion and Sedimentation Control (2%)
\$79,48	Construction Contingency (10%)
\$119,22	Design and Engineering (15%)
\$1,049,18	Total Estimated Phase 4 Costs
\$3,672,47	Total Estimated Project Cost

Probable Cost of Development

6/1/2016

Lieds Road Park - Estimated Costs of Development									
Total Proposed Site Improvements									
				•		ization (3%)		2,782,177 83,465	
			С	onstruction				55,644	
	Ero	sion an	d S	Sedimentation	n C	ontrol (2%)	\$	55,644	
		Co	nsi	truction Con	ting	gency (15%)	\$	278,218	
		I	Des	sign and Eng	jine	ering (15%)	\$	417,327	
		Tota	al I	Estimated F	roj	ect Costs	\$ :	3,672,474	
Work Item	Quant	ity		Unit Cost	To	tal Item Cost	Т	otal Cost	
Phase 1 Parking Area Development			To	otal			\$	445,216	
Site Preparation	92,000	SF		Sub Total			\$	20,642	
Site Preparation / Select Clearing	2	AC	\$	6,975.00	\$	13,950.00			
Maintenance of Traffic during construction	1	LS	\$	3,000.00	\$	3,000.00			
Rough Grade Area	1	LS	\$	3,525.00	\$	3,525.00			
Stockpile topsoil	283	SY	\$	0.59	\$	166.90			
Parking Lot	30,116	SF		Sub Total			\$	133,442	
Finish Grade	3,346	SY	\$	2.93	\$	9,804.43			
6" PADOT 2A Aggregate Subbase	3,346	SY	\$	6.70	\$	22,419.69			
4" Asphalt Pavement Base Course	3,346	SY	\$	18.85	\$	63,076.29			
2" Asphalt Wearing Course	3,346	SY	\$	9.60	\$	32,123.73			
Striping - White 4" Wide	64	STALL	\$	8.85	\$	566.40			
ADA Parking Signage and Symbol	3	EA	\$	345.00	\$	1,035.00			
Concrete Tire/Wheel Stops	63	EA	\$	70.10	\$	4,416.30			
Drop Off Plaza	2,070	SF		Sub Total			\$	13,366	
Finish Grade	230	SY	\$	2.93	\$	673.90			
6" x 18" Concrete Curb Curved	246	LF	\$	24.00	\$	5,904.00			
6" PADOT 2A Aggregate Subbase	230	SY	\$	6.70	\$	1,541.00			
2" Pavement Base Course	230	SY	\$	9.55	\$	2,196.50			
1.5" Wearing Course	230	SY	\$	8.10	\$	1,863.00			
Detectable Warning Mats	32	SF	\$	21.50	\$	688.00			
Crosswalk	2	EA	\$	250.00	\$	500.00			
8' Wide Paved Trail	150	LF		Sub Total			\$	3,437	
Finish Grade	133	SY	\$	1.43	\$	190.67			
6" PADOT 2A Aggregate Subbase	133	SY	\$	6.70	\$	893.33			
2" Pavement Base Course	133	SY	\$	9.55	\$	1,273.33			
1.5" Wearing Course	133	SY	\$	8.10	\$	1,080.00			
5' Wide Asphalt Trail	990	LF		Sub Total			\$	14,179	
Finish Grade	550	SY	\$	1.43	\$	786.50			
6" PADOT 2A Aggregate Subbase	550	SY	\$	6.70	\$	3,685.00			
2" Pavement Base Course	550		\$	9.55	\$	5,252.50			
1.5" Wearing Course	550	SY	\$	8.10	\$	4,455.00			

6/1/2016

Site Fu	ırnishings	2,549	SF		Sub Total			\$	37,583
	4' High 3 Rail Rough Cedar Split Rail Fence	874	LF	\$	22.00	\$	19,228.00		
	Information Park Kiosk	1	LS	\$	3,500.00	\$	3,500.00		
	Park Sign	1	LS	\$	5,000.00	\$	5,000.00		
	Funding Plaque	1	LS	\$	2,500.00	\$	2,500.00		
	Gate	1	LS	\$	3,000.00	\$	3,000.00		
	Locking Gate at entry to paths	1	LS	\$	3,500.00	\$	3,500.00		
	Parking/Traffic Signage	3	LS	\$	285.00	\$	855.00		
Pavilio		697,000		Ė	Sub Total			\$	94,250
	Pavilion (800 sf)	1	Allowa	\$	82,250.00	\$	82,250.00		,
	Picnic Tables	10	EA	\$	1,200.00	\$	12,000.00		
Stormy	water BMP	11,500	SF	Ť	Sub Total	Ė	,	\$	40,659
	Soil Amended	213	CY	\$	65.00	\$	13,842.59	7	,
	Meadow Planting	58	SF	\$	10.00	\$	580.81		
	15" HDPE Type S Piping Installed	698	LF	\$	32.00	\$	22,336.00		
	Bell inlet pipe raiser	5	EA	\$	180.00	\$	900.00		
	Level Spreaders	2	EA	\$	1,500.00	\$	3,000.00		
Darkin	g Area Plantings	2,549	SF	Ф	Sub Total	φ	3,000.00	\$	50,021
raikiii		<b>2,549</b>	CY	¢		¢	299.74	Þ	50,021
	4" Place Stockpiled Topsoil	-	-	\$	6.35	\$			
	Deciduous Trees	56	EA	\$	550.00	\$	30,800.00		
	Evergreen Trees	11	LF	\$	450.00	\$	4,950.00		
	Shrub / Herbaceous Plantings	500	SF	\$	10.00	\$	5,000.00		
	Meadow Seeding	214	LB	\$	10.00	\$	2,140.96		
	Lawn Seeding with mulch and fertilizer	1,650	SY	\$	3.85	\$	6,352.50		
	3" Aged bark, hand spread	56	SY	\$	8.60	\$	477.78		
Neighb	poring Property Buffers	27,500	SF		Sub Total			\$	37,636
	Finish Grade	15,278	SY	\$	1.43	\$	21,847.22		
	Evergreen Trees	32	EA	\$	450.00	\$	14,400.00		
	Meadow Seeding	139	LB	\$	10.00	\$	1,388.89		
Phase				To	otal			\$	708,574
Site Gr	rading	697,000	SF		Sub Total			\$	267,833
	Cut and fill site (1.5' average )	38,722	CY	\$	6.56	\$	254,017.78		
	Stockpile Topsoil	23,415	SY	\$	0.59	\$	13,814.98		
Site Ut	ility Work	4,645	LF		Sub Total			\$	126,839
	Water Service	1	LS	\$	1,250.00	\$	1,250.00		
	1" copper water line Water Line Incl Trench	908	LF	\$	28.00	\$	25,424.00		
	4" Cast iron Gravity Feed Sewer Pipe Incl Trench	908	LF	\$	53.09	\$	48,205.72		
	2" Schedule 40 PVC incl Trench	908	LF	\$	18.40	\$	16,707.20		
	Electrical Service Hook Up	1	LS	\$	2,500.00	\$	2,500.00		
	2 @ 3" DIA SCH 40 PVC 4' Deep	988	LF	\$	33.15	\$	32,752.20		
8' Wide	e Paved Trail	2,632	LF		Sub Total			\$	60,314
	Finish Grade	2,340	1	\$	1.43	\$	3,345.56		
	6" PADOT 2A Aggregate Subbase	2,340		\$	6.70	\$	15,675.02		
			_	_		t i			
	2" Pavement Base Course	2,340	SY	\$	9.55	<b>S</b>	22,342.76		

Site Ful	rnishings	2,549	SF		Sub Total		\$	118,500
	Benches	,	EA	\$	1,250.00	\$ 20,000.00		-
	Sycamore art piece	1	LS	\$	15,000.00	\$ 15,000.00		
	Trash Receptacles	2	EA	\$	750.00	\$ 1,500.00		
	Pavilion (650 SF)	1	Allowa	\$	70,000.00	\$ 70,000.00		
	Picnic Tables	10	EA	\$	1,200.00	\$ 12,000.00		
Stormw	vater BMP	4,000	SF		Sub Total		\$	8,617
	Soil Amended	74	CY	\$	65.00	\$ 4,814.81		·
	Meadow Planting	20	LB	\$	10.00	\$ 202.02		
	15" HDPE Type S Piping Installed	60	LF	\$	32.00	\$ 1,920.00		
	Bell inlet pipe raiser	1	EA	\$	180.00	\$ 180.00		
	Level Spreaders	1	EA	\$	1,500.00	\$ 1,500.00		
Genera	I Site Plantings		SF		Sub Total		\$	126,471
	6" Place Stockpiled Topsoil	1,906	CY	\$	6.35	\$ 12,103.69		
	Deciduous Trees	76	EA	\$	550.00	\$ 41,800.00		
	Meadow Seeding	2,854	LB	\$	10.00	\$ 28,537.02		
	Lawn Seeding with mulch and fertilizer	11,437	SY	\$	3.85	\$ 44,030.74		
Phase 3	Playgrounds / amphitheater / Picnic Grove / Bal	field		To	otal		\$	833,548
Pavilio	n	697,000	SF		Sub Total		\$	190,673
	Restroom	1	Allowa	\$	82,423.00	\$ 82,423.00		•
	Pavilion (960 SF)	1	Allowa	\$	96,250.00	\$ 96,250.00		
	Picnic Tables	10	EA	\$	1,200.00	\$ 12,000.00		
Inclusiv	ve Play Area	14,919	SF		Sub Total		\$	366,107
	Finish Grade	1,658	SY	\$	2.93	\$ 4,856.96		
	Playground Equipment (Allowance)	1	Allowa	\$	75,000.00	\$ 75,000.00		
	Water Play/Zero Depth Fountain	1	Allowa	\$	100,000.00	\$ 100,000.00		
	Poured in Place Play Surface	7,450	SF	\$	25.00	\$ 186,250.00		
8' Wide	Paved Trail	420	LF		Sub Total		\$	9,625
	Finish Grade	373	SY	\$	1.43	\$ 533.87		
	6" PADOT 2A Aggregate Subbase	373	SY	\$	6.70	\$ 2,501.33		
	2" Pavement Base Course	373	SY	\$	9.55	\$ 3,565.33		
	1.5" Wearing Course	373	SY	\$	8.10	\$ 3,024.00		
Concre	te Stairs	586	SF		Sub Total		\$	13,890
	Concrete Stairs with Landing	4	EA	\$	2,100.00	\$ 8,400.00		
	Handrails	90	LF	\$	61.00	\$ 5,490.00		
Site Ful	rnishings		SF		Sub Total		\$	14,000
	Benches	10	EA	\$	1,250.00	\$ 12,500.00		
	Trash Receptacles	2	EA	\$	750.00	\$ 1,500.00		
Area Plantings			SF		Sub Total		\$	239,254
	6" Place Stockpiled Topsoil	181	CY	\$	6.35	\$ 1,152.41		
	Deciduous Trees	29	EA	\$	550.00	\$ 15,950.00		
	Shrub / Herbaceous Plantings	5,800	SF	\$	6.50	\$ 37,700.00		
	Lawn Seeding with mulch and fertilizer	45,717	SY	\$	3.85	\$ 176,009.17		
	3" Aged bark, hand spread	644	SY	\$	8.60	\$ 5,542.22		
	Deciduous Trees	29	EA	\$	100.00	\$ 2,900.00	•	

6/1/2016

Phase 4 Nature base Play / amphitheater / Picnic Grove / C	nen Field	& Rack	T	otal			\$	794,839
Outdoor Classroom	pen i ieia	a Dack	Ť	Total			\$	91,515
Pavilion (400 sf)	1	Allowa	\$	50,750.00	\$	50,750.00	Ψ	31,010
Picnic Tables		EA	\$	1,200.00	\$	4,800.00		
Playground Equipment (Allowance)		Allowa	_	10,000.00	\$	10,000.00		
Wood Fiber Safety Surface	5,097	SF	\$	5.00	\$	25,485.00		
Fibar Wear mats (end of slide)	4		\$	120.00	\$	480.00		
Amphitheater	30,000	L/\	Ψ	Sub Total	Ψ	400.00	\$	120,645
Finish Grade	3,333	SY	\$	2.93	\$	9,766.67	Ψ	120,040
Amphitheater Seat Walls	402		\$	139.00	\$	55,878.00		
Bandshell/Shade Structure (Allowance)	1	LS	\$	23,000.00	\$	23,000.00		
Stage	•	Allowa	\$	32,000.00	\$	32,000.00		
Open Play Field w/ Backstop			¥	Sub Total	Ψ	32,000.00	\$	179,691
Finish Grade	6,260	SY	\$	2.93	\$	18,340.50	Ψ	110,001
Field Backstop	1	EA	\$	6,000.00	\$	6,000.00		
Lawn Seeding with mulch and fertilizer	6,260	1	\$	3.85	\$	24,101.00		
Large Pavilion (1600 SF)		Allowa	·	131,250.00	\$	131,250.00		
Picnic Grove	<u>'</u>	Allowa	¥	Sub Total	¥	131,230.00	\$	75,100
Pavilion (400 sf)	1	Allowa	\$	50,000.00	\$	50,750.00	Ψ	73,100
Picnic Tables	8	EA	\$	1,200.00	\$	9,600.00		
Concrete Pad at ADA tables			\$	6.00	\$	2,400.00		
Wood Fiber Surface	2,470		\$	5.00	\$	12,350.00		
Pavilion in Woods	2,470	SF	Ф	Sub Total	Ф	12,330.00	\$	90,750
Pavilion (650 sf)	1	Allowa	\$	78,750.00	\$	78,750.00	φ	90,730
Picnic Tables	10	EA	\$	1,200.00	\$	12,000.00		
5' Asphalt Walk	417		Э	Sub Total	Ф	12,000.00	\$	<i>E</i> 072
Finish Grade	232		\$	1.43	\$	331.28	Φ	5,972
6" PADOT 2A Aggregate Subbase	232		\$	6.70	\$	1,552.17		
2" Pavement Base Course	232	SY	\$	9.55	\$	2,212.42		
	232	_	\$	8.10	\$			
1.5" Wearing Course  8' Wide Paved Trail	1,417	_	Ф	Sub Total	Ф	1,876.50	\$	22 474
Finish Grade	1,417	_	¢		Ф	1 001 16	Φ	32,471
	1,260		\$	1.43 6.70	\$	1,801.16		
6" PADOT 2A Aggregate Subbase			\$	9.55	\$	8,439.02		
2" Pavement Base Course	1,260				-	12,028.76		
1.5" Wearing Course	1,260		\$	8.10	\$	10,202.40	Φ.	0.005
5' Wide Dirt Trail East	2,121		Φ.	2.075.00	+	1 000 70	\$	8,285
Selective Grubbing & Clearing		AC	\$	3,875.00	\$	1,886.79		
Finish Grade	1,178		\$	1.43	\$	1,685.02		
2" Deep Woodchips	1,178		\$	4.00	\$	4,713.33	ø	4 040
5' Wide Dirt Trail West	413	_	_	0.075.00	_	007.45	\$	1,613
Selective Grubbing & Clearing		AC	\$	3,875.00	\$	367.40		
Finish Grade	229		\$	1.43	\$	328.11		
2" Deep Woodchips	229	SY	\$	4.00	\$	917.78	<u> </u>	

Simone Collins Landscape Architecture

Lieds Road Park Site Master Plan

Probable Cost of Development

SC#: 14104.10 6/1/2016

8' Wide Mown Trail	3,136	LF			\$ 21,352
Fine Grade Trail	310	CY	\$ 55.00	\$ 17,035.06	
Seeding and Soil Supplements (4' Shoulders)	59	LB	\$ 12.50	\$ 731.73	
Straw Mulch	2	TN	\$ 350.00	\$ 585.39	
Interpretive Signage	4	EA	\$ 500.00	\$ 2,000.00	
Tail Signage	4	EA	\$ 250.00	\$ 1,000.00	
Site Furnishings		SF	Sub Total		\$ 24,000
Benches	18	EA	\$ 1,250.00	\$ 22,500.00	
Trash Receptacles	2	EA	\$ 750.00	\$ 1,500.00	
Area Plantings		SF	Sub Total		\$ 132,318
6" Place Stockpiled Topsoil	1,815	CY	\$ 6.35	\$ 11,525.01	
Deciduous Trees	100	EA	\$ 550.00	\$ 55,000.00	
Juniper Planting	166	EA	\$ 250.00	\$ 41,500.00	
Tree Reforestation Planting	2	AC	\$ 6,250.00	\$ 12,500.00	
Meadow Seeding	1,008	LB	\$ 10.00	\$ 10,081.97	
Lawn Seeding with mulch and fertilizer	444	SY	\$ 3.85	\$ 1,711.11	
Stormwater BMP	6,000	SF	Sub Total		\$ 11,125
Soil Amended	111	CY	\$ 65.00	\$ 7,222.22	
Meadow Planting	30	LB	\$ 10.00	\$ 303.03	
15" HDPE Type S Piping Installed	60	LF	\$ 32.00	\$ 1,920.00	
Bell inlet pipe raiser	1	EA	\$ 180.00	\$ 180.00	
Level Spreaders	1	EA	\$ 1,500.00	\$ 1,500.00	

1				
January				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Inspect Trails, bridges, & Culverts	1	2	2
	Make Repairs (if required)	1	Varies	0
	Snow removal for driveway, parking areas, primary loop trails	As required	32	32
	Clean Restrooms (weekly)	4	2	8
		Tot	tal Monthly Man Hours	42
February				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Inspect Trails, bridges, & Culverts	1	2	2
	Make Repairs (if required)	1	Varies	0
	Inspect and mechanically remove invasive plants	1	8	8
	Snow removal for driveway, parking areas, primary loop trails	As required	32	32
	Clean Restrooms (weekly)	4	2	8
		To	tal Monthly Man Hours	50
				•
March				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Clean Restrooms (weekly)	4	2	8
	Inspect Trails, bridges, & Culverts	1	2	2
	Make Repairs (if required)	1	Varies	0
	Mow warm season meadows	1	32	32
	First Mowing of Trails and Shoulders	1	8	8
	Snow removal for driveway, parking areas, primary loop trails	As required	32	32
	Inspect and mechanically remove invasive plants	1	8	8
	Inspect BMP's & remove debris as required		8	8
			tal Monthly Man Hours	98
April				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Clean Restrooms (twice weekly)	_	2	16
	Mow Lawns, trails, and shoulders		12	24
	Plant/replant (revegetation target areas)	1	16	16
	Inspect Trails, bridges, & Culverts		2	2
	Make Repairs (if required)		Varies	0
		To	l tal Monthly Man Hours	58
May				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Clean Restrooms (twice weekly)	8	2	16
	Mow Lawns, trails, and shoulders	4	12	48
	Inspect Trails, bridges, & Culverts	1	2	2
	Make Repairs (if required)	1	Varies	0
		То	tal Monthly Man Hours	66

6/1/2016 Lieds Road Park SC:14104

Times					
Clean Restrooms (twice weekly)	June				
Mow Lawns, trails, and shoulders	Task		Times Performed	Man Hours per Task	Total Labor Hours
Inspect Trails, bridges, & Culverts		Clean Restrooms (twice weekly)	8	2	16
Make Repairs (if required)   1		Mow Lawns, trails, and shoulders	4	12	48
Total Monthly Man Hours   Formal		Inspect Trails, bridges, & Culverts	1	2	2
Times   Performed   Man Hours per Task   Total Labor Hours		Make Repairs (if required)	1	Varies	0
Times   Performed   Man Hours per Task   Total Labor Hours			To	tal Monthly Man Hours	66
Times   Performed   Man Hours per Task   Total Labor Hours	Iuly				
Clean Restrooms (twice weekly)			Times Performed	Man Hours por Task	Total Labor Hours
Mow Lawns, trails, and shoulders	IdSK	Class Postrooms (twiss weekly)		•	
Plant/replant (revegetation target areas)   1   16   16     Inspect Trails, bridges, & Culverts   1   2   2     Make Repairs (if required)   1   Varies   Varies     Inspect Meadows for invasive plants   1   8   8   8     Mow 1/2 of meadow   1   16   16     Total Monthly Man Hours   4     August		, , ,			
Inspect Trails, bridges, & Culverts   1					
Make Repairs (if required)   1					
Inspect Meadows for invasive plants   1		Inspect Trails, bridges, & Culverts	1	2	2
Mow 1/2 of meadow   1		Make Repairs (if required)	1	Varies	Varies
Total Monthly Man Hours		Inspect Meadows for invasive plants	1	8	8
August   Times Performed   Man Hours per Task   Total Labor Hours		Mow 1/2 of meadow	1	16	16
Times   Performed   Man Hours per Task   Total Labor Hours			To	tal Monthly Man Hours	40
Times   Performed   Man Hours per Task   Total Labor Hours	August				
Clean Restrooms (twice weekly)   8			Times Performed	Man Hours per Task	Total Labor Hours
Mow Lawns, trails, and shoulders	Tuon	Clean Restrooms (twice weekly)		·	
Inspect Trails, bridges, & Culverts		· //			
Make Repairs (if required)   1					
Task					
Task Times Performed Man Hours per Task Total Labor Hours Clean Restrooms (twice weekly) 8 2 16 Mow Lawns, trails, and shoulders 4 12 48 Signage Inspection 1 2 2 2 Inspect Trails,bridges, & Culverts 1 2 2 Make Repairs (if required) 1 Varies 0  Cotober Total Monthly Man Hours Total Monthly Man Hours Clean Restrooms (weekly) 4 2 8 Mow Lawns, trails, and shoulders 4 12 48 Inspect BMP's remove debris as required 1 8 8 Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  Varies 0			To	    tal Monthly Man Hours	66
Task Times Performed Man Hours per Task Total Labor Hours Clean Restrooms (twice weekly) 8 2 16 Mow Lawns, trails, and shoulders 4 12 48 Signage Inspection 1 2 2 2 Inspect Trails,bridges, & Culverts 1 2 2 Make Repairs (if required) 1 Varies 0  Cotober Total Monthly Man Hours Total Monthly Man Hours Clean Restrooms (weekly) 4 2 8 Mow Lawns, trails, and shoulders 4 12 48 Inspect BMP's remove debris as required 1 8 8 Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  Varies 0	-				
Clean Restrooms (twice weekly) 8 2 16  Mow Lawns, trails, and shoulders 4 12 48  Signage Inspection 1 2 2  Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  October  Task Times Performed Man Hours per Task Total Labor Hours  Clean Restrooms (weekly) 4 2 8  Mow Lawns, trails, and shoulders 4 12 48  Inspect BMP's remove debris as required 1 8 8  Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0	September				
Mow Lawns, trails, and shoulders 4 12 48  Signage Inspection 1 2 2  Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  Total Monthly Man Hours 6  Total Monthly Man Hours 6  Total Monthly Man Hours 9  Clean Restrooms (weekly) 4 2 8  Mow Lawns, trails, and shoulders 4 12 48  Inspect BMP's remove debris as required 1 8 8  Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0	Task		Times Performed	Man Hours per Task	Total Labor Hours
Signage Inspection 1 2 2 Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  Total Monthly Man Hours 6  Total Monthly Man Hours 6  Total Monthly Man Hours 9  Clean Restrooms (weekly) 4 2 8  Mow Lawns, trails, and shoulders 4 12 48  Inspect BMP's remove debris as required 1 8 8  Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0		Clean Restrooms (twice weekly)		2	16
Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0  Total Monthly Man Hours 6  Total Monthly Man Hours 6  Total Monthly Man Hours 96  Clean Restrooms (weekly) 4 2 8  Mow Lawns, trails, and shoulders 4 12 48  Inspect BMP's remove debris as required 1 8 8  Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0		Mow Lawns, trails, and shoulders	4	12	48
Make Repairs (if required)  Total Monthly Man Hours  6  October  Task  Times Performed Man Hours per Task  Clean Restrooms (weekly) 4 2 8 Mow Lawns, trails, and shoulders 4 12 48 Inspect BMP's remove debris as required 1 8 8 8 Inspect Trails, bridges, & Culverts 1 2 2 Make Repairs (if required) 1 Varies 0		Signage Inspection	1	2	2
Total Monthly Man Hours       October       Task     Times Performed     Man Hours per Task     Total Labor Hours       Clean Restrooms (weekly)     4     2     8       Mow Lawns, trails, and shoulders     4     12     48       Inspect BMP's remove debris as required     1     8     8       Inspect Trails,bridges, & Culverts     1     2     2       Make Repairs (if required)     1     Varies     0		Inspect Trails, bridges, & Culverts	1	2	2
October       Task     Times Performed     Man Hours per Task     Total Labor Hours       Clean Restrooms (weekly)     4     2     8       Mow Lawns, trails, and shoulders     4     12     48       Inspect BMP's remove debris as required     1     8     8       Inspect Trails,bridges, & Culverts     1     2     2       Make Repairs (if required)     1     Varies     0		Make Repairs (if required)	1	Varies	0
Task  Clean Restrooms (weekly) 4 2 8 Mow Lawns, trails, and shoulders Inspect BMP's remove debris as required Inspect Trails,bridges, & Culverts  Make Repairs (if required)  Times Performed Man Hours per Task Total Labor Hours 4 2 8 8 112 48 112 48 112 48 113 112 12 21 21 12 21 21 21 22 22 23 24 24 24 24 24 24 25 26 26 27 28 28 28 29 20 20 20 20 20 20 20 20 20 20 20 20 20			To	tal Monthly Man Hours	68
Task  Clean Restrooms (weekly) 4 2 8 Mow Lawns, trails, and shoulders Inspect BMP's remove debris as required Inspect Trails,bridges, & Culverts  Make Repairs (if required)  Times Performed Man Hours per Task Total Labor Hours 4 2 8 8 112 48 112 48 112 48 113 112 12 21 21 12 21 21 21 22 22 23 24 24 24 24 24 24 25 26 26 27 28 28 28 29 20 20 20 20 20 20 20 20 20 20 20 20 20	October				
Clean Restrooms (weekly) 4 2 8  Mow Lawns, trails, and shoulders 4 12 48  Inspect BMP's remove debris as required 1 8 8  Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0			Times Performed	Man Hours per Task	Total Labor Hours
Mow Lawns, trails, and shoulders 4 12 48 Inspect BMP's remove debris as required 1 8 8 Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0	TUSK	Clash Postrooms (weekly)			
Inspect BMP's remove debris as required 1 8 8 Inspect Trails,bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0					
Inspect Trails, bridges, & Culverts 1 2 2  Make Repairs (if required) 1 Varies 0					
Make Repairs (if required) 1 Varies 0		<u> </u>			
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		Make Repairs (if required)			

November				
Task		Times Performed	Man Hours per Task	Total Labor Hours
	Inpsect Trees and prune	1	40	40
	Fall Clean up	1	24	24
	Snow Removal for driveway, parking area, & primary loop trails	As required	32	32
	Inspect Trails, bridges, & Culverts	1	2	2
	Make Repairs (if required)	1	Varies	0
		To	tal Monthly Man Hours	98
			,	
December			,	
<b>December</b> Task		Times Performed	Man Hours per Task	Total Labor Hours
	Snow Removal for driveway, parking area, & primary loop trails			
		As required	Man Hours per Task	Total Labor Hours
	Snow Removal for driveway, parking area, & primary loop trails	As required	Man Hours per Task	Total Labor Hours
	Snow Removal for driveway, parking area, & primary loop trails  Inspect Trails, bridges, & Culverts	As required  1 1	Man Hours per Task  32	Total Labor Hours  32  2  0
	Snow Removal for driveway, parking area, & primary loop trails  Inspect Trails,bridges, & Culverts  Make Repairs (if required)	As required  1  1  To	Man Hours per Task  32  2  Varies	Total Labor Hours  32  2  0
	Snow Removal for driveway, parking area, & primary loop trails  Inspect Trails, bridges, & Culverts	As required  1  1  To	Man Hours per Task  32  2  Varies	Total Labor Hours  32  2  0
	Snow Removal for driveway, parking area, & primary loop trails  Inspect Trails,bridges, & Culverts  Make Repairs (if required)	As required  1  1  To	Man Hours per Task  32  2  Varies	Total Labor Hours  32  2  0



West Bradford Youth Athletics P.O. Box 98 Downingtown, PA 19335 Phone: 610-344-9444

Fax: 610-344-9420 E-mail: office@wbya.org

December 7, 2015

To Whom It May Concern:

The Lieds Road Park project is a very exciting one for our community. It is especially beneficial to groups like ours. As a rapidly growing youth athletic organization, we are always optimistic about ways to expand our program.

West Bradford Youth Athletics would like to request the opportunity to have sports fields included in this project that we would be able to utilize. With over 2,500 children that participate in our programs, additional fields would allow us more flexibility in scheduling, and it would allow us to continue to grow as an organization and serve more families. As you know, our township is growing at a rapid pace, and we have had an increase in registrations in the past few years. To keep up with this growth, having additional fields to practice and play on is a priceless resource.

We would love the opportunity to discuss this matter in more depth. Please let us know what information you would like from us, and we will be happy to provide that to you. Thank you for your consideration. We are excited to be a part of this upcoming project!

West Bradford Youth Athletics

Comments Regarding Lieds Road Park- Jack Hines

February 28, 2016

General comments:

Activity areas and play areas should be on the north side of the park due to the topography. Trails could be continued onto the south side. Most people will not go to the south side away from parking and visibility to those coming and going to the park.

The ballfield is being squeezed into the topography. A lot of cost for a minor field. Let the topography dictate inclusion or exclusion of specific places for activities.

Trails must be hard surface unless they are under 5% slope. Even slight slopes are prone to washout and need constant maintenance. Mulch trails are nice but unreasonable without daily maintenance. Trails should also have sufficient waste receptacles away from the trail head; consider that a majority of dogs will do their duty within the first ¼ to ½ mile to let everyone know they are there. The waste receptacles should be placed with this in mind.

Make sure that sufficient area is allowed for the barracks area in case of need for a different use or expansion. This does not mean that park area be removed just that siting of utilities and facilities be carefully done so that they don't have to be modified in the future.

### Driveway access:

Chose best site that does not interfere with neighbors. This may mean reviewing the geometry of Lieds Road and changes to that if it is reasonable and makes a better entrance.

#### Pavilions:

Pavilions should have water and electricity to each for maintenance. Also an access road for people who have events to unload food, etc. and handicapped persons.

#### Rest rooms:

Careful consideration to door placement regarding weather and protection from elements. We need the 100K toilet seat! Restrooms in our parks have failed to

function as we have anticipated. This is a chance to get it right. Cold weather operation and protection have failed in the other parks.

### My vision:

This park should have sites for family use, i.e. reunions, celebrations. Just having pavilions is a loss. Call them reunion sites or whatever but they need to be different than we now provide. Each "site" could have areas for volleyball, badminton or whatever but not to a professional standard as we have in other parks. Not sure what this could really be but thinking of something different would be a water feature with intermittent sprays that would be timed and operational for the family event and not just for the rest of the park. Think about having a family get together and what would be fun to have available within a reasonable sized site and be particular to your reservation of that site.

The presently presented plans are not exciting and do not consider human nature of what people will do in a park with a setting such as Lieds Road Park has. Perhaps some areas should be left for future planning.

The connection to Cheslen Preserve is important for any trail system in the park.



March 31, 2015

Ramsey Reiner
West Bradford Township
rreiner@westbradford.org

#### **Dear Ramsey**

Thank you for the questions and comments from the Board of Supervisors. Please find below the questions and our comments and answers. Please pass these on to the Board now.

We will entertain additional comments and discuss these in more detail at our meeting with the Board of Supervisors on April 12<sup>th</sup>.

1. We need to calculate the expense for running utilities to the site, specifically water. Apparently there is water on Strasburg Road, not on Lieds, and it might be costly to run it all the way to the park. Perhaps drilling a well might be the better option. Any input would be greatly appreciated.

The detailed draft cost estimate (attached) shows an estimated water and sewer cost of \$75,868.00. This assumed connecting bathrooms / main pavilion to the existing septic field (shown on the site survey) and tying into the water services for the Police Barracks. Information from the township was that both septic and water service was sized to accommodate a future park bathroom. While a well for potable water is certainly an option, a connection to public water will be less problematic over the long term. Without knowing bedrock conditions and assuming a 100 foot depth to the water table, we estimate the general cost for a well to be approximately \$50,000.00. We will be adjusting and fine tuning these cost estimates and other estimates in the plan with input from the Township Engineer also. We also know we need to add the cost of electrical service to the amphitheater.

2. They would like a sound study done for the amphitheater to confirm that the placement of the theater is correct.

An acoustical study is beyond the scope of the master plan – and we are not sure why one is needed. At our last meeting, Supervisor Hines mentioned that he thought that the prevailing winds (from the north- northwest) would prevent amplified sound from reaching the audience. The approximate distance from the stage to the back of the lawn area (inside the upper pathway) is approximately 125 feet. Assuming amplified sound for a big event, we do not see the issue or problem.

Additionally, our experience at other sites indicates that one option to consider in the future is to place speakers at the rear of the seating area pointed in toward the stage

The amphitheater was located in this spot for several reasons:

- To take advantage of existing grades
- The orientation for the audience faces due east. Events will typically take place in late afternoon / early evening when the setting sun will not be in the audience's eyes.

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- On hot summer evenings, before the sun has set, trees that are shown to be an
  integral part of the amphitheater design can shade and cool audience members.
- The board may want to visit Wilson Farm Park in Tredyffrin Township to see the amphitheater of similar scale that our firm designed.
- 3. If there is an amphitheater, there will need to be driving access for loading/unloading of equipment.

The "lower" pathway – shown to originate in the parking area and going around the open play field (#3 on the plan) is planned as an asphalt paved trail with a minimum width of 8 feet. This can be widened to 10 feet. This will be able to accommodate an automobile, pick-up truck or small panel truck to deliver equipment to the amphitheater stage with a small 3 point turn turn-around area. We recommend a gated and keyed motor vehicle access from the parking lot to the amphitheater for events to prevent unwanted motor vehicle access in the park.

4. The field area should have no fencing and should be open for all types of field sports.

Understood. This change will be made on the final plan. We may want to include a backstop fence – so that if informal games of softball, etc. happen, there will be a fence to accommodate an informal batting area.

5. The pavilions need driving access.

One of the great attributes of this park is its natural character and the ability, now and in the future to "escape" into the very agrarian landscape and rural, country environment. This will become more unique as the Township continues to grow. The great attributes of the site need to be balanced with good pedestrian and motor vehicle access to and through the site.

The main pathways of the park (shown as dark gray on the master plan) will all accommodate a pick- up truck for park maintenance by the township. Also they can accommodate the public for access to the pavilions. As an operational decision of the Township we recommend that motor vehicle access to the pavilions for public use be controlled – so that we do not have to build into the park infrastructure vehicle controls everywhere (curbs, fences, guiderails, etc.) to prevent automobile vandalism and so the daily park user can get away from automobiles and access the park through the ADA accessible trail system that has been graded on this plan to allow handicapped access to most of the park's improvements and landscapes.

Generally, here is the thinking behind each pavilion and access to it.

- The pavilion near the parking lot is approximately 100 feet from the edge of the parking lot. This is a large pavilion with each access – adjacent to the open play field – perfect for large family gatherings / reunions.
- The pavilion / bathroom at the playground is approximately 425 feet from the parking lot.
   This is located far enough away from the parking lot so that vehicle conflicts (and parent concerns about kids running out in front of cars) is eliminated.
- The amphitheater stage structure which can also be used like pavilion and it is approximately 900 feet from the parking lot (via the pathways shown).

All three of these pavilions will accommodate large groups and can be driven to via these paved pathways. We recommend that motor vehicle access be controlled via the pavilion reservation process. The renter can be given a key to the pathway access gate and allowed to use if for access to the pavilion only (not for parking next to the pavilion). The renter is responsible for locking the access gate and returning the key to the township. We do not recommend uncontrolled vehicle access throughout the

park. The master plan committee recognized the unique attributes of the site and was concerned about keeping cars out of most of the park.

- The small pavilion beyond the Sycamore tree (#11 on the plan) is approximately 1150 feet from the parking lot.
- The small pavilion shown in the wooded area (#10 on the plan) is only about 160 feet from the parking lot.

Neither of these pavilions were intended for pubic vehicular access in order to maintain the feeling of being in a woodland (#10) or at the top of a meadow (#11) looking out over an amazing view. Pavilion #11 will be handicapped accessible via the paved paths. Pavilion #10 access is planned via an earthen or mulch path. It may or may not be handicapped accessible, and that might not be able to be determined until construction documents are prepared.

The small pavilion next to the nature play area (#13 on the plan) is not intended for public rental but as cover for kids using this area of for someone who has walked there.

Additionally, Supervisor Hines commented at the public meeting that he would like to see "custom" pavilions at the park, and not the rectangular or square pavilions seen at other township parks. We think this is a great idea. While custom designed pavilions will increase the costs, we believe that it can greatly add to the character of the park. We will show you a few examples at our meeting on April 12.

6. The BOS would like to seriously consider doing water features near one of the pavilions.

This is a great idea and we can add this to the program and cost estimates. We recommend a "splash pool" or also what is known as a zero depth pool that squirts water from a small underground reservoir, but does not create any standing depth of water. The system recycles and filters the water and reuses it. During the cold months, this zero depth pool functions as a small plaza area. Also, since the playground is designed with multiple terraces, it could be possible to create a natural looking water way that flows down the terraces. A great example of this type of feature is a Sister Cities Park at Logan Circle (in front of the Cathedral) in Philadelphia. <a href="http://www.ccdparks.org/sister-cities-park">http://www.ccdparks.org/sister-cities-park</a>

We recommend a \$100,000 allowance for a feature of this type.

7. If there is a trail on the west side in the woods, they would like it to be paved.

As noted previously, the small pavilion (#10) is located in the evergreen grove and is intended to provide a wooded setting. The path gradient from parking lot to the pavilion is not too steep – and then after the pavilion, the pathway get much steeper until it emerges into the meadow area. In order to minimize any disturbance to the mature evergreens in the grove, the draft master plan recommends that this pathway be earthen or mulch.

8. The restrooms should face the pavilion, and should also face the way that would benefit the most in winter to keep it from freezing. This is an issue that the two other parks have dealt with and we would really like to avoid it this time around.

To clarify, the restrooms and the pavilion are one building. As shown on the plan and as represented on the perspective sketch, the bathrooms are on the south side of the building, where they would get the most passive solar gain. We also assume that during construction documents, a small space heater should be included in the building, should the township wish to keep the bathrooms open in the cold months.

Additionally, more insulation can be put into the building. We have attached a typical floor plan of this type of building that shows the pavilion part of the building to be on the far side of the bathroom doors, since this type of building offers the option for a small concession space with a rolling counter door that opens onto the pavilion space.

9. Can the maintenance listed in the plan be equated to man hours?

While this level of detail is not a part of the master plan scope, we will make this estimate for the park to the best of our ability in the final plan.

Sincerely,

Simone Collins Landscape Architecture

Peter M. Simone, RLA. FASLA

President

#### Dear Ramsey,

As we discussed telephonically, I will be out-of-town the weekend prior to our meeting on Monday, May 2nd. Unfortunately, I will miss the May 2nd Lieds Park Committee meeting as my flight home does not arrive in Philadelphia until 10pm EST that evening.

As discussed, I have reviewed the attached BOS comments and I would like the following recorded as part of the May 2nd meeting:

- I have no objections to either the many access questions that were raised or the inclusion of a water feature near one of the pavilions. I also think it is wise to have some study done regarding the feasibility of the amphitheater before taxpayer funds are expended.
- I continue to believe that the inclusion of the youth baseball field is warranted. As previously discussed, the current field at the Embreeville facility, aside from being in atrocious condition, will most likely be lost soon. I understand other options are being discussed to replace this field but as they say, a bird in hand is worth two in the bush. Between 400 and 500 children play baseball through the WBYA each year (both in the spring and fall), a large number considering the entire population of the Township remains at just over 12,000 people. I continue to believe that this field is a much needed addition to the "inventory" of West Bradford community park facilities and will be well used in years to come.
- I would ask that the original park design (inclusive of the baseball field as was presented at the March 14th meeting) be maintained in the final report as that original design represented the consensus of the Committee. If the park design as amended after the BOS comments is included in the final report, it should be labeled as such. If the BOS amended version of the park design is included in the final report, both designs should be included in the final report as labeled as, for example, the "Committee Design" and the "Committee Design as Amended by the BOS". I think it is important to maintain the integrity of the Committee and the design input process from the larger community.

Thank you so much Ramsey. It has been great working with you and serving on this Committee. I will see you next time at the final public meeting on May 23rd.

Respectfully,

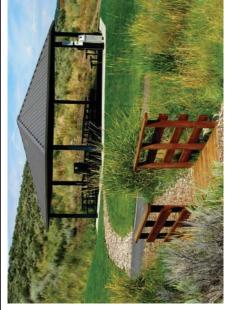
Christopher M. Parker Lieds Park Committee Member















West Bradford Township, Chester County, Pennsylvania

