

EAST BRANDYWINE TOWNSHIP BOARD OF SUPERVISORS
Special Meeting
Tuesday, June 24, 2008

Those in Attendance:

Hudson L. Voltz, Chairman
David A. Kirkner, Vice-Chairman
Jay G. Fischer, Member
Scott T. Piersol, Township Manager
Mary Beth Smedley, Secretary/Treasurer

The East Brandywine Township Board of Supervisors meeting of Tuesday, June 24, 2008 was called to order by Chairman Voltz at 8:00 A.M. at the East Brandywine Township Municipal Complex. There were seven visitors present.

Programmatic Agreement Among the U.S. Army Corps of Engineers, Philadelphia District, the Advisory Council on Historic Preservation and the Pennsylvania State Historic Preservation Officer Regarding Construction of a Wawa Food Market and Associated Roadwork on Bondsville Road in the Township of East Brandywine, Chester County, Pennsylvania

Chairman Voltz explained that this Special Meeting was being held to discuss the revised Programmatic Agreement that was originally signed by the Board of Superiors at their May 14, 2008 Special Meeting. After review by the Army Corps of Engineers certain changes were made to the Agreement. Michael Gill, Esq., attorney for Wawa, provided a copy of Version 19 for the Supervisors to consider and review.

Chairman Voltz asked if there were comments from the audience. Mr. John Black, Chairman of the East Brandywine Township Historical Commission had several comments on the Agreement. On page 2 under the second "Whereas", it noted that there were two formal meetings between the Corp, the Pennsylvania State Historic Preservation Officer, the Advisory Council on Historic Preservation and certain other parties. Mr. Black stated he thought the Advisory Council only participated one formal meeting, that being held in February of 2008. Mr. Gill stated that the other meeting referred to in the Agreement was held July 31, 2007. ACHP did not become involved in the process until September of 2007.

On page 9, Section 4 under Breach of Agreement of Sale there is language that states if closing does not occur for reasons that are not the fault of Wawa then Wawa may proceed to remove the Guthriesville General Store Building or complete rehabilitation and preservation of the building in accordance with the Rehabilitation Plan and the Preservation Plan. Mr. Black is concerned that although Wawa is allowed certain rights to remove or rehabilitate the building, these rights are not afforded to other parties. He said that portions of the Agreement seem very one-sided and suggested that the acquiring preservation party should be given similar consideration.

Mr. Black noted that Attachment A, Section A refers to Alternative 5A. The plan that will be inserted for Attachment C, although stating it is Preservation Alternative 5A shows the proposed retaining walls directly abutting the property. In Township Engineer Albert Giannantonio's review letter of April 29, 2008 he noted that it would be beneficial to have the entire perimeter of the building accessible behind the retaining wall for maintenance and air flow.

Mr. Black also expressed concern about how substantial plan changes might affect Wawa's final plan approval. He was told that any plan changes will likely result in new submissions for land development, at least if the Guthriesville General Store building is sold.

Mr. Black stated that Mr. Giannantonio mentioned that the retaining wall will trap rainfall behind it in the lower level of the building unless some provision is made to release it to grade further downstream from the building. In his April 29th letter Mr. Giannantonio also commented that there appears to be an inclusion of wetlands on the site to the west of the springhouse that is not shown on the plan.

Attachment A, Section C provided certain timelines for rehabilitation that are very restrictive and may not be able to be accomplished.

Attachment B noted that the marketing period is 8 weeks. The period should be 75 days. Mr. Gill will make that change to the Agreement.

It is Mr. Black's opinion that the restrictions outlined in the Agreement were designed to deter anyone from purchasing the building or even entering the site.

Mr. Gill stated that the Army Corps of Engineers signed the Agreement last Thursday and PHMC signed the document last Friday. Mr. Gill expects the marketing period to begin later this week. He also said that the marketing materials have been developed and Wawa is proceeding with newspaper advertisements for the sale of the building.

Most of the changes in the Agreement were a result of further discussions with Dr. Eddins and his Supervisors. Mr. Gill explained that the language discussing the 4 to 6 month time-frame for rehabilitation of the building was specifically requested by the Advisory Council on Historic Preservation. Wawa would like rehabilitation of the General Store to be simultaneous with construction of their convenience store.

Chairman Voltz officered the following comments. He thought that whether ACHP attended one or two meetings was de-minimis. He noted Mr. Black's concerns with regard to the "Breach of Agreement" section and stated that he hoped Wawa would act in good faith with regarding to meeting certain deadlines. Chairman Voltz suggested that Mr. Black's concerns about the retaining walls can be addressed in the language in Attachment A. He stated that East Brandywine Township recognized that amendments will have to be made to Wawa's approved plan. Mr. Gill said that to contemplate full engineering of the plans at this point wouldn't be cost effective. The wetlands issues will need to be addressed during land development.

Mr. Black wanted to re-visit the issue of the time-table. He stated that it was so tight that it would be difficult to complete rehabilitation within the time frame. Mr. Black also asked what would happen if Wawa wasn't prepared to do the grading and who would drive the re-engineering of the plan.

Mr. Gill clarified the time table. He stated that ACHP should sign the agreement on June 24th, the marketing period begins June 26th, the marketing period expires September 13th and the deadline to close is April 1, 2009. Only after the April 1st closing will rehabilitation begin. Mr. Gill said that Wawa will not do the grading for the retaining walls since this is the responsibility of the acquiring preservation party. Mr. Black raised concerns about the acquiring party performing construction work on Wawa's property.

Chairman Voltz stated that the Township can't control every aspect of the Agreement and at this point it wasn't helpful to debate certain issues.

Chairman Voltz asked if there were additional questions. There were no questions.

Chairman Voltz then made a motion to sign Version 19 of the Programmatic Agreement with the changes discussed at this meeting. Vice-Chairman Kirkner seconded the motion. Chairman Voltz and Vice-Chairman Kirkner voted Aye. Mr. Fischer abstained from voting.

Mr. Gill stated that if it was acceptable to the Supervisors he would simply attach the signature page previously signed by Chairman Voltz.

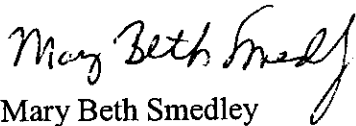
Demolition Permits Nos. 3304 and 3807

In correspondence dated June 20, 2008, Alyson Zarro, Esq. requested that the demolition permit for the Guthriesville General Store be extended until February 15, 2009 and the Brandywine General Rental demolition permit be extended until February 5, 2009. Chairman Voltz made a motion to extend the Guthriesville General Store permit until February 15, 2009 and the Brandywine General Rental permit until February 5, 2009. Vice-Chairman Kirkner seconded the motion, with both voting Aye. Mr. Fischer abstained from voting.

Adjournment

There being no further business, Mr. Fischer made a motion to adjourn the meeting. Chairman Voltz seconded the motion, with all voting Aye. The meeting was adjourned at 8:40 A.M.

Respectfully submitted,



Mary Beth Smedley
Secretary/Treasurer