

WESTTOWN TOWNSHIP

1039 Wilmington Pike
West Chester, PA 19382
610-692-1930

Post Office Box 79
Westtown, PA 19395
FAX 610-692-9651

www.westtownpa.org

AGENDA Westtown Township Board of Supervisors Workshop

**Westtown Township Municipal Building
1039 Wilmington Pike, Westtown**

Monday, March 4, 2019

Executive Session at 5:30 pm

Public Session at 6:30 pm

- 1. Executive Session**
- 2. Oakbourne Road Bridge Replacement Project, License Agreement – agreement between Westtown and SEPTA for temporary construction license and interim occupancy license**
- 3. Liquor License Transfer, ordinance consideration**
- 4. Zoning Variance Application, #811 Kimberly Lane**
- 5. 100% Renewable Energy Transition Plan – Cadmus proposal to WCACOG**

LICENSE AGREEMENT BY AND BETWEEN THE
SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY
AND WESTTOWN TOWNSHIP FOR A TEMPORARY CONSTRUCTION LICENSE AND
AN INTERIM OCCUPANCY LICENSE ON PROPERTY LOCATED
IN WESTTOWN TOWNSHIP

SEPTA Corp. Dept. No. 4787
SEPTA Registry No. 6164

THIS **LICENSE AGREEMENT** (“Agreement”), entered into this _____ day of March, 2019 (“Effective Date”), by and between Southeastern Pennsylvania Transportation Authority, a body corporate and police which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof, with a principal office located at 1234 Market Street, 10th Floor, Philadelphia, Pennsylvania 19107, as Grantor (herein “**SEPTA**”), and Westtown Township, Chester County, Pennsylvania, a Township organized under the laws of the Commonwealth of Pennsylvania having an address of 1039 Wilmington Pike, West Chester PA 19382, as Grantee (herein the “**Township**”). Herein, each may be referred to individually as a “Party” and collectively the “Parties.”

RECITALS

1. Oakbourne Road is a municipal road in the Township, connecting U.S. Route 322/U.S. Route 202 and Shiloh Road.
2. The Township intends to make improvements to Oakbourne Road, including realignment, regrading, relocation of utility lines, installation of a new bridge, and installation of a new box culvert for redirection of stormwater runoff (the “**Work**”).
3. The area where the Township and its contractors will perform the Work is described on the plan entitled Right-of-Way Plan, Oakbourne Road Bridge Replacement Over Goose Creek, Sheet 5 of 24 Sheets, Drawing No. R-103 (2-8-2019), prepared by Carroll Engineering Corporation, a copy of which is attached and incorporated herein as Attachment 1.
4. SEPTA owns two parcels of land adjacent to Oakbourne Road: Parcel No: 67-4-77 on the north side of Oakbourne Road and Parcel No. 67-4-94 on the south side of Oakbourne Road (the “**Parcels**”).
5. The Township requested that SEPTA grant it a temporary, non-exclusive, license (“**the Construction License**”) on, over, across, under and through the sections of the Parcels identified as the *Temporary Construction Easement* on Attachment 1 (hereafter referred to as “**the Construction License Area**”) for staging, lay-down and construction during the performance of the Work.
6. The Township also requested that SEPTA grant it an interim non-exclusive license (the “**Interim Occupancy License**”) over the sections of the Parcels identified as the *Right-of-Way to be Acquired* on Attachment 1, (hereafter referred to as the “**Interim Occupancy Area**”) where permanent improvements included within the Work will be installed.

7. The Construction License Area and the Interim Occupancy Area and any parts of them may be collectively referred to as the “**Licensed Areas**” and the licenses granted pursuant to this Agreement may be collectively referred to as the “**Licenses**.”

8. SEPTA and the Township intend to negotiate the terms of the Township’s possible acquisition of a permanent easement over the Interim Occupancy Area, subject to the approval of the Federal Transit Administration. Nothing included in this Agreement obligates either Party to agree on any terms or conveyances.

9. The Township has received all necessary approvals and permits for performance of the Work.

10. SEPTA is willing to grant the Licenses subject to the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein as well as other consideration the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals: The foregoing Recitals are incorporated into and made a part of this License Agreement.

2. The Licenses:

A. The Construction License:

i. SEPTA, on behalf of itself and its successors and assigns, hereby grants the Construction License on, over and through the Construction License Area to the Township and its agents, contractors and business invitees for the sole purpose of the performance of the Work.

ii. The Construction License will be in effect from the date on which performance of the Work begins and will continue until the earlier of the date that performance of the Work is completed or 2 years after the Effective Date of this Agreement; provided that such 2 year period may be extended in the event completion of construction of the Work is delayed for reasons beyond the Township’s reasonable control (in which case the extension shall be equal to the period of delay).

B. The Interim Occupancy License:

i. SEPTA, on behalf of itself and its successors and assigns, hereby grants the Interim Occupancy License on, over and through the Interim Occupancy Area to the Township for performance of, access to and use of the Work.

ii. The Interim Occupancy License will be in effect from the date of execution of this Agreement until the earlier of either the twentieth anniversary of the execution

of this License Agreement or the execution of a conveyance of an interest in the Interim Occupancy Area from SEPTA to the Township.

3. Performance of the Work: The Township will perform or will cause its agents and contractors to perform the Work in a good and workmanlike manner and in accordance with applicable laws and standards.

4. The Township's Entry Onto the Licensed Areas: The Township will require that its contractor: a) apply for a right-of-entry permit, and; b) enter into a right-of-entry agreement ("ROE") with SEPTA prior to the beginning the Work in the Licensed Areas, and; c) comply with all terms of the ROE.

5. Non-Exclusive Use and Revocation: All rights granted to the Township by this Agreement are non-exclusive and revocable at will by SEPTA.

6. Liens: The Township will not permit or allow any lien to be imposed upon or accrue against SEPTA or the Licensed Areas as a result of the Work. If any such lien shall arise or accrue against SEPTA or any part of the Licensed Areas, the Township will immediately cause such lien to be released by payment thereof or posting a bond with SEPTA in a form and amount which is reasonably satisfactory to SEPTA.

7. Maintenance, Repair and Restoration Obligations for Licensed Areas:

A. Maintenance & Repair: The Township is and shall be solely responsible for any and all maintenance and repair of the Project and any maintenance, repair, replacement or restoration of the Licensed Areas required by the exercise of either license by the Township, its agents, independent contractors or invitees.

B. Reimbursement to SEPTA: Any damage to the Licensed Areas caused by or related to exercise of the Licenses will be repaired by the Township at its sole cost and expense. If the Township fails to make repairs pursuant to this subsection and such failure continues for 10 business days after prior written notice by SEPTA, SEPTA may perform such repairs and seek reimbursement from the Township.

8. Indemnification: The Township must indemnify, defend, protect, and hold harmless SEPTA and its respective successors and assigns from and against any and all claims, demands, causes of action, fees, liabilities, penalties, fines, judgments, forfeitures, losses, costs, and expenses including for death or injury to any person or damage to any property whatsoever and further including, without limitation, reasonable attorneys' fees, consultant fees, and expert fees, arising out of the Work, the exercise of the Licenses and/or the Township's performance of, or failure to perform, its obligations under this Agreement.

9. Insurance: In addition to any insurance coverage required by the ROE, the Township must maintain or cause to be maintained, at all times during which it or its contractor is performing any work in or on or otherwise occupying the Licensed Areas insurance in a minimum amount of \$2,000,000.00, which insurance shall name SEPTA as an additional insured, with certificates of insurance evidencing such coverage being delivered to SEPTA prior to the commencement of any usage either licensed area. The Township will also maintain, at its

sole cost and expense, in full force and effect at all times, insurance coverages with respect to its respective property, which insurance coverages are consistent with that of reasonably prudent property owners of commercial real estate. The Township will provide to SEPTA, upon request, certificates of insurance evidencing such coverage. The Township acknowledges and accepts that SEPTA is self-insured under and in accordance with the applicable laws of the Commonwealth of Pennsylvania.

10. Governing Law: This Agreement is governed by and is to be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. General Provisions:

A. Notice. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any Party hereto shall be in writing and shall be deemed given and received (i) 4 business days after the same is deposited in the United States mail, with adequate postage prepaid, and sent by registered or certified mail, return receipt requested; or (ii) one 1 business day after the same is deposited with an overnight courier service of national reputation for next business day delivery, with the delivery charges prepaid, addressed to such Party at the address set forth in the preamble, or such other address as a Party designates by written notice to the other Party.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and/or assigns. Notwithstanding the foregoing, in no event may a Party assign this Agreement to any person or entity without the prior written consent of all Parties.

C. Recording. This Agreement is not intended to be, and shall not be, recorded with any recorder of deeds.

D. No Third Party Beneficiaries; No Dedication. Neither the execution of this Agreement nor the granting or exercise of the Licenses shall be deemed to grant any other license, right or interest to any third party. Nothing contained in this Agreement constitutes a joint venture or joint undertaking between the Township and SEPTA or any other persons or entities. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of either licensed area to the general public.

E. Authority. Each Party warrants to the other that it has full power and authority to execute this Agreement, and that the person executing this Agreement has full power and authority to do so.

F. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

G. Prevailing Party Fees. In any action arising out of or related to this Agreement, the prevailing Party will be entitled to recover all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by such Party in connection with such action.

H. Entire Agreement. The terms set forth in this Agreement are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous oral agreement. This Agreement may not be amended or modified unless reduced to a writing signed by the Parties hereto, their successors or assigns. In any dispute among the Parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the Parties solely on the basis that such Party or its counsel was the drafter thereof.

I. Counterparts. This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Parties, intending to be legally bound and by signing below do hereby make this License Agreement effective to date specified above.

WESTTOWN TOWNSHIP

_____ By: _____
Date Name:
Title:

**SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY**

_____ By: _____
Date Name:
Title:

Approved As to Form:

Office of General Counsel
(CD No. 4787)

ATTACHMENT 1

**Right-of-Way Plan, Oakbourne Road Bridge Replacement Over Goose Creek, Sheet 5 of 24
Sheets, Drawing No. R-103 (2-8-2019)**



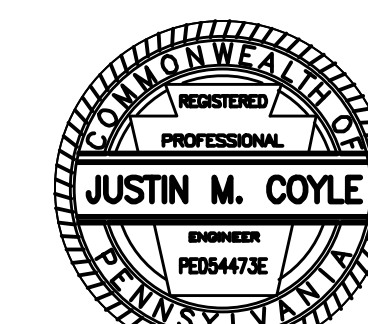
Carroll Engineering Corporation

CORPORATE OFFICE
949 EASTON ROAD
WARRINGTON, PA 18976
PHONE: 215.343.5700
FAX: 215.343.0875

630 Freedom Business Ctr., 3rd Fl. 105 Raider Boulevard, Suite 206
King of Prussia, PA 19386 Hillsborough, NJ 08044
Phone: 610-489-5100 Phone: 908-874-7500
Phone: 610-489-5100 Phone: 908-874-5762

101 Lindenwood Drive, Suite 225
Malvern, PA 19355
Phone: 484-875-3075

www.carrollengineering.com

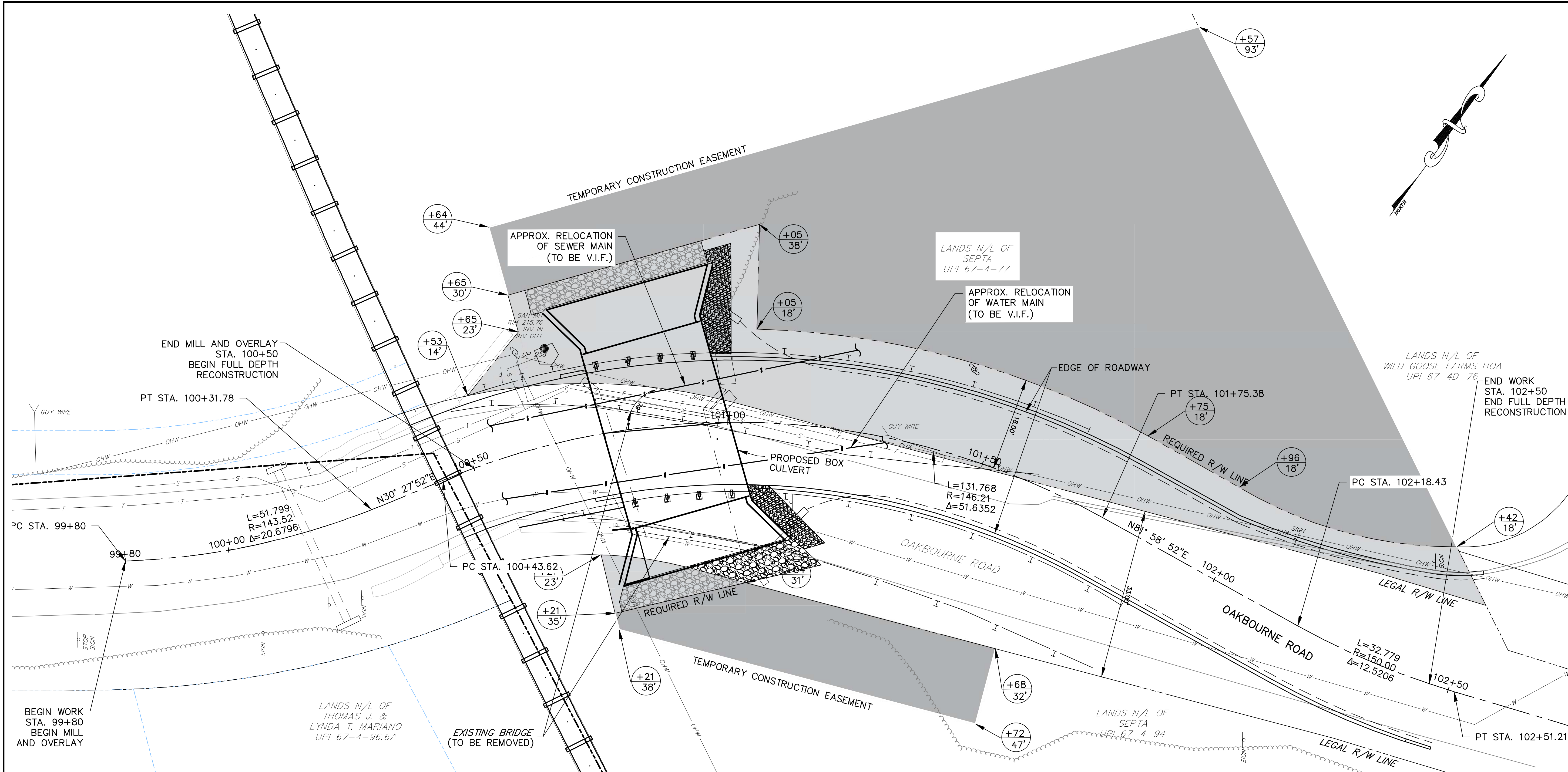


Justin M. Coyle

RIGHT-OF-WAY PLAN

OAKBOURNE ROAD BRIDGE REPLACEMENT
OVER GOOSE CREEK

SITUATED IN
WESTTOWN TOWNSHIP, CHESTER COUNTY
PREPARED FOR
WESTTOWN TOWNSHIP
1039 WILMINGTON PIKE
WEST CHESTER, PA 19382



RIGHT-OF-WAY PLAN
SCALE: 1"=10'

SURVEY NOTES:

- 1) TOPOGRAPHIC SURVEY WAS PERFORMED BY CARROLL ENGINEERING CORPORATION IN MAY OF 2017 AND REPRESENTS EXISTING CONDITIONS AT THAT TIME.
- 2) HORIZONTAL DATUM IS NAD 1983 (PA STATE PLANE SOUTH).
- 3) VERTICAL DATUM IS NAVD 1988.
- 4) LOCATIONS OF EXISTING UTILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATIONS AT THE SITE. COMPLETENESS OR ACCURACY OF LOCATION CANNOT BE GUARANTEED. ALL CONTRACTORS AND OTHER PERSONS UTILIZING THIS PLAN AND THE INFORMATION CONTAINED HEREON ARE CAUTIONED TO COMPLY WITH THE REQUIREMENTS OF THE PENNSYLVANIA ACT 287, AS AMENDED, TITLED "EXCAVATION AND DEMOLITION WORK PROTECTION OF UNDERGROUND UTILITIES". EACH INDIVIDUAL USING THIS PLAN MUST VERIFY THE DEPTH AND LOCATION OF ALL UNDERGROUND FACILITIES BEFORE STARTING WORK (THIS PLAN DOES NOT DELINEATE ANY UNDERGROUND UTILITIES). PA ONE CALL: 1-800-242-1776 MUST BE CALLED THREE (3) DAYS PRIOR TO ANY DEMOLITION OR EXCAVATION WORK. FOR ADDITIONAL INFORMATION, REFER TO PA ONE CALL SERIAL NO. 20170871048-000.
- 5) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. ADDITIONAL EASEMENTS AND/OR RIGHT-OF-WAYS MAY EXIST.
- 6) RIGHT OF WAY ALONG PORTION OF OAKBOURNE ROAD ALONG LAND OWNED BY PENN CENTRAL RAILROAD IS SHOWN AS BEING 33' WIDE AND ROUGHLY CENTERED ON THE EXISTING PHYSICAL CENTERLINE OF THE ROAD. THIS RIGHT OF WAY HAS NOT BEEN ABLE TO BE CONFIRMED BY ANY SOURCES.
- 7) RIGHT OF WAYS AND PROPERTY LINES ARE BASED ON THE FOLLOWING RECORDED PLANS:
 - PLAN PREPARED BY G.D. HOUTMAN & SON, TITLED "SHILOH FARM, FINAL SUBDIVISION PLAN OF PROPERTY FOR DANIEL & JANE McGARITY", DATED 08-09-1977, AND LAST REVISED 09-02-1977. (RECORD PLAN #1295)
 - PLAN PREPARED BY BRANDYWINE VALLEY ENGINEERS, INC., TITLED "AMENDED FINAL SUBDIVISION PLAN FOR WILD GOOSE FARM", DATED 02-14-1992, AND LAST REVISED 10-17-1994 (RECORD PLAN # 12772)

LEGEND

	RIGHT-OF-WAY TO BE ACQUIRED	3318 SF
	TEMPORARY CONSTRUCTION EASEMENT	8581 SF

AREA

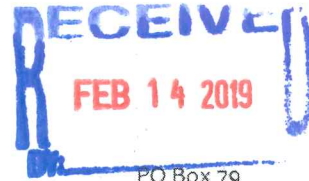
TEMPORARY CONSTRUCTION EASEMENT. AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS REQUIRED ONLY UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER RELINQUISHED IN WRITING BY THE COUNTY.

PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.

THIS PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

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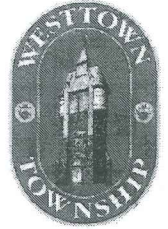
DATE	2-8-2019
CADD FILE	1711980001
JOB NO	17-1198.002
DSG BY	RC
DWN BY	RC
CKD BY	ALB
SCALE	AS SHOWN
DRAWER NUMBER	
SHEET	5 OF 24 SHEETS
DRAWING NUMBER	R-103



PO Box 79
Westtown, PA 19395

Westtown Township

Zoning Hearing Board Application



P: 610.692.1930
F: 610.692.9651
www.westtownpa.org

Township Use Only	
Date Received: <u>2/14/19</u>	Date Accepted: <u>2/19/19</u>
Project No.: <u>2019-02</u>	Fee/Date Paid: <u>\$850⁰⁰</u>
Parcel No.: <u>47-43-36</u>	Acreage of Property: <u>1</u>
Zoning Dist.: <u>R-1</u>	

Applicant & Owner Information

Property Owner STEVEN T. ITALIANO Phone 610-918-1990
JOANNE D. ITALIANO (wife)
Mailing Address 511 Kimberly Lane City West Chester Zip 19382
E-mail STEVE@ITALIANOCOMMERCIAL.COM

Applicant STEVEN T. ITALIANO Phone 610-918-1990
Mailing Address 511 Kimberly Lane City West Chester Zip 19382
E-mail STEVE@ITALIANOCOMMERCIAL.COM

Request

Section 2104: Appeals from the Zoning Officer _____

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

Section 2106: Challenge to the Flexible Development Procedure _____

Section 2107: Variances X _____

Section 2108: Special Exceptions _____

Description of request

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

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

SEE Addendum
ATTACHED

Applicant shall deposit with the Township a fee deemed sufficient to pay the Hearing expenses. These costs may include compensation for the secretary and members of the Zoning Hearing Board, notice and advertising costs, and necessary administrative overhead connected with the Hearing. Funds deposited in excess of the actual cost of the requested hearing shall be returned to the applicant upon completion of the proceedings.

In the event that the costs of the hearing exceed the funds deposited, the Applicant shall pay to the Township funds equal to such excess costs within thirty (30) days of the Township's request. Failure to deposit the additional funds shall be just reasons for terminating the proceedings.

It is my understanding that the Zoning Officer and Zoning Hearing Board may request additional information and documentation to prepare for said hearing.

CERTIFICATION: I certify that the information presented in this application and all attachments is true and correct.

Signature of APPLICANT  Date 2-21-18

Print Name Steven T. Italiano

Signature of OWNER _____ Date _____
(If different from applicant)

Signature of ZONING OFFICER _____ Date _____

_____**OFFICIAL USE ONLY**_____

Mailed/faxed to Zoning Solicitor on: 2/19/19

Hearing scheduled on: _____ Advertised on: _____

_____**FEE SCHEDULE**_____

- Variance, Special Exception — \$850
- Appeal from the Zoning Officer, Challenge to the Flex Development Procedure — \$850
- Challenge to the Zoning Ordinance/Map — \$2,500

WESTTOWN TOWNSHIP
ADDENDUM
TO
ZONING HEARING BOARD APPLICATION

Applicant seeks a variance from Section 170-1505 [Fences and Walls], so that the existing aluminum "picket" style fence can remain in its current location.

Applicant installed the fence in June 2014. Applicant contracted with "The Fence Experts", a local contractor. Applicant and contractor contacted the Township prior to erecting the fence. Applicant was advised by the Township that a permit was not necessary as long as fence was under 5' high and a see thru design. In reliance on the Township's direction, Applicant did not obtain a permit to construct the fence.

As shown on the attached sketch plan and pictures, any repositioning of the fence away from Kimberly Lane would work a hardship on applicant in that the relocation of the fence would put the fence in the middle of the driveway.

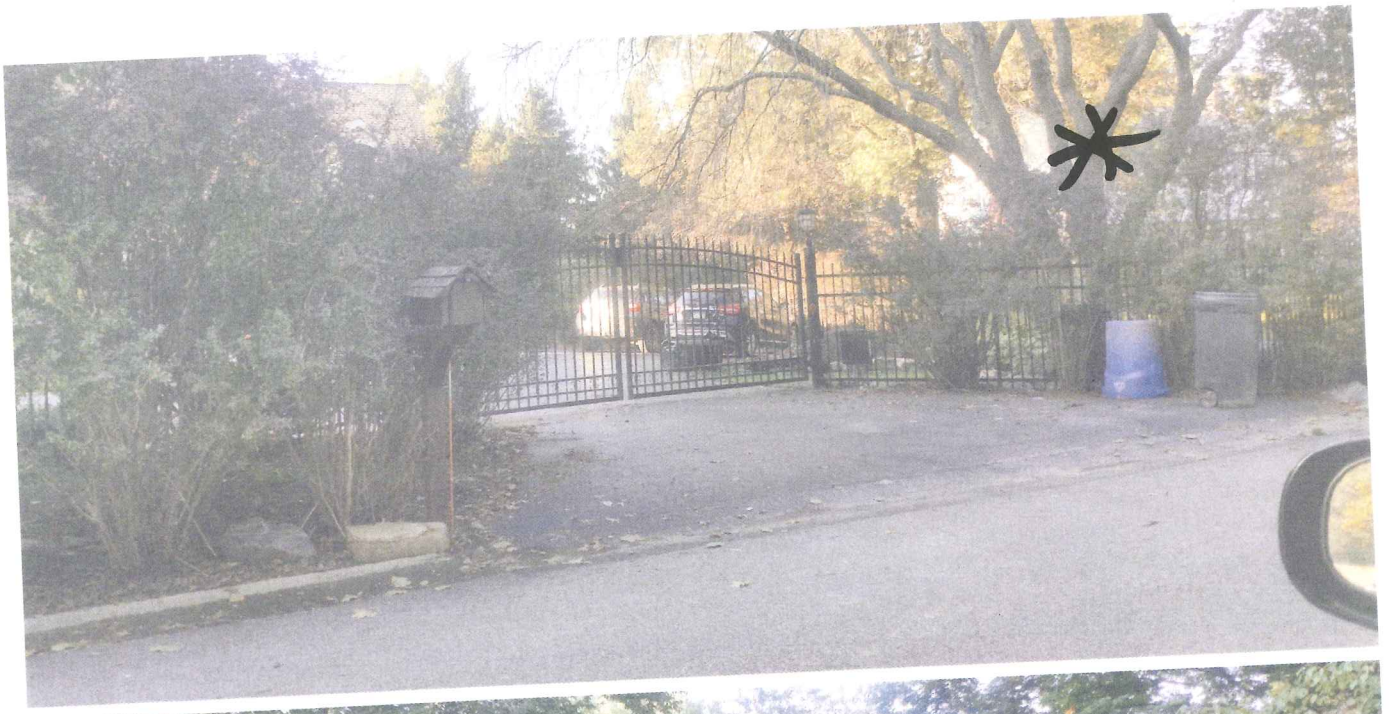
The fence is located behind mature landscaping for its entire length, which landscaping has been on the property hidden behind the 35 year old barberry bushes that were on the property well before Applicant purchased the property in 1992. As such, the fence is only partially visible and has no adverse effect on the health, safety or welfare of any Township resident.

1

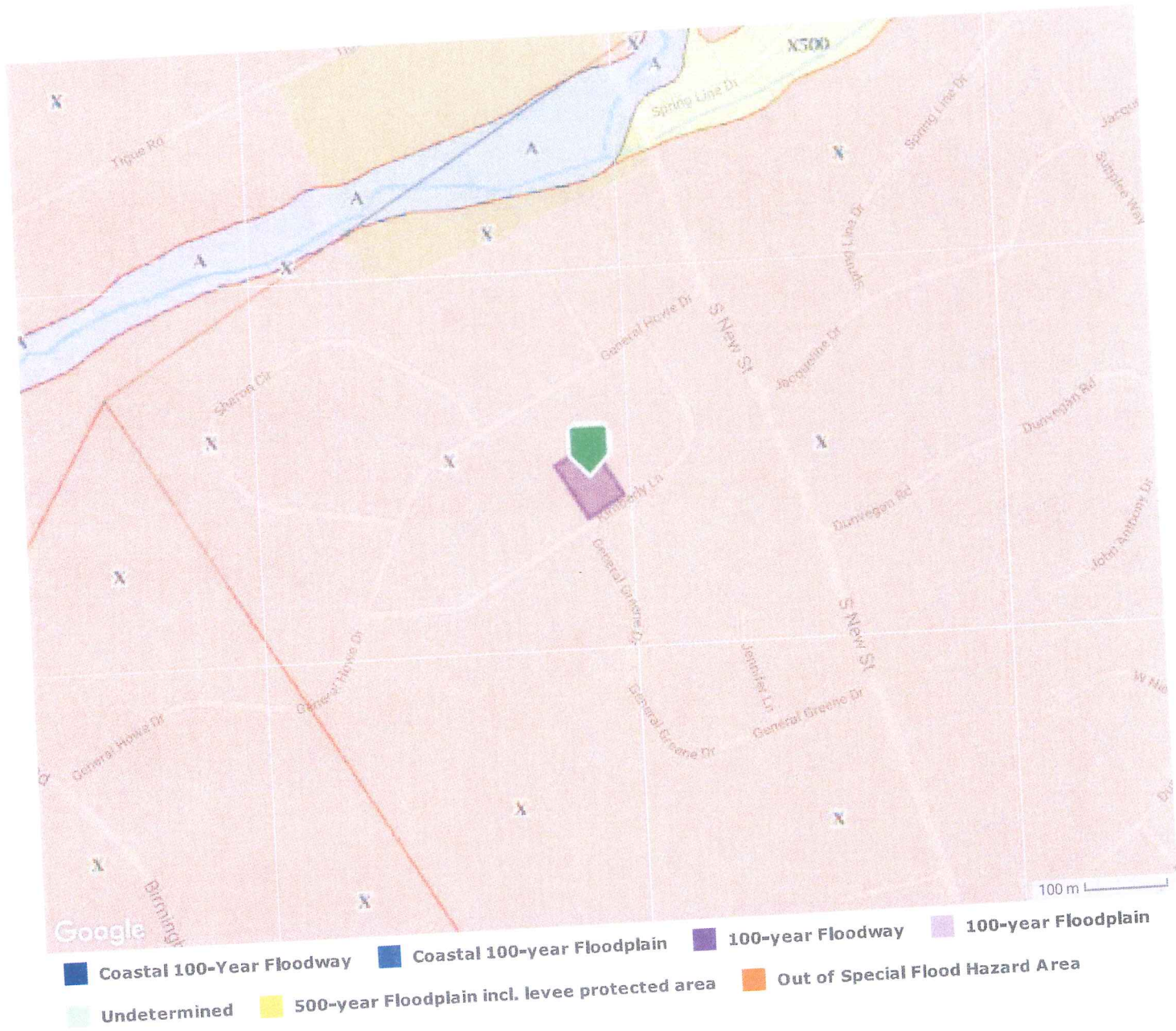
Google Maps 811 Kimberly Ln



Imagery ©2019 Google, Map data ©2019 Google 20 ft







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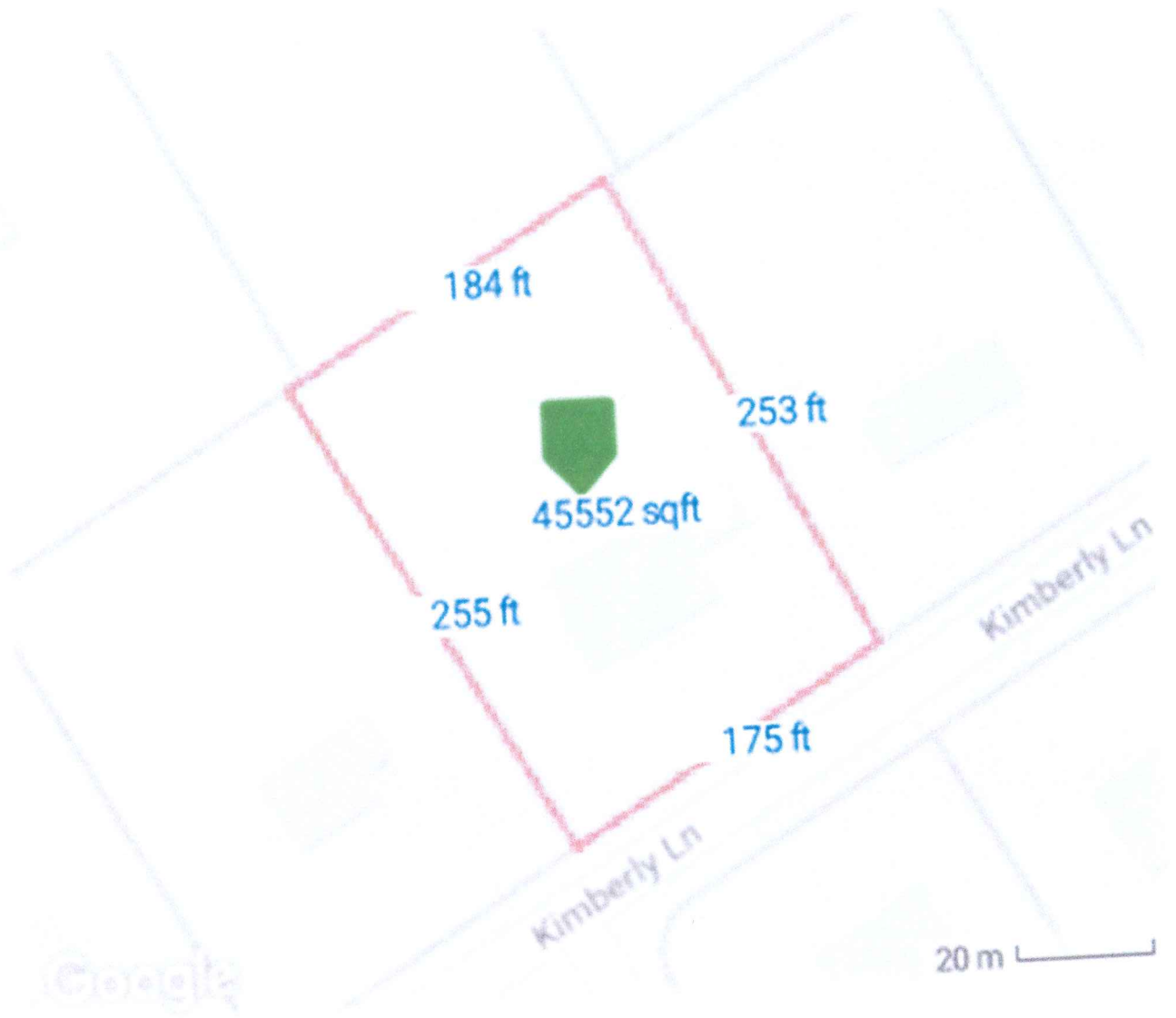
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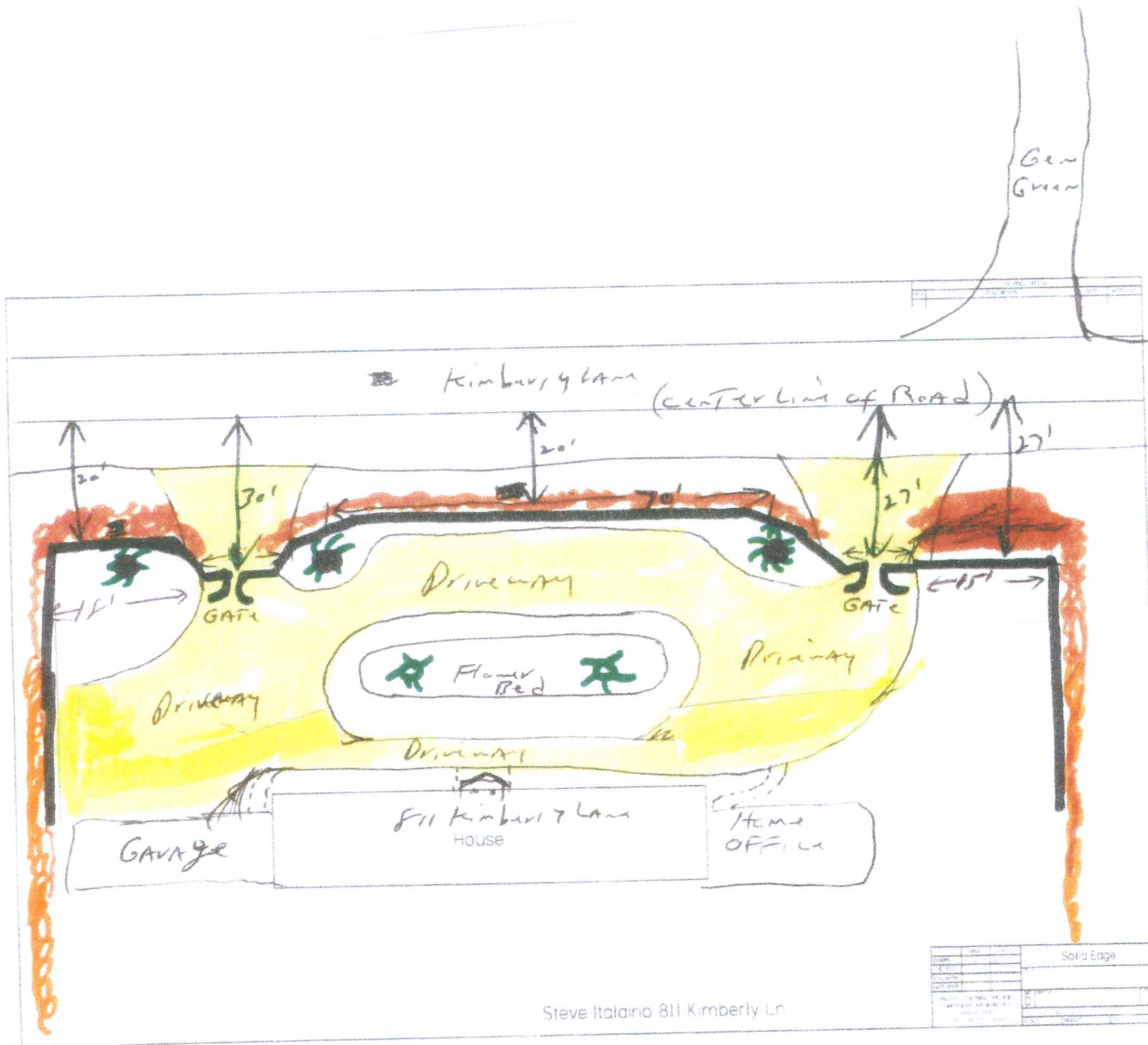
Street Number is 811

Street Name is like 'kimber*'

Selected 1 of 1 result.

811 Kimberly Lane, West Chester, PA





- Pavement
- Trees
- Barberry Bushes
- Fence

Memo

Date: February 22, 2019

To: East Bradford Township Board of Supervisors
East Goshen Township Board of Supervisors
West Goshen Township Board of Supervisors
West Whiteland Township Board of Supervisors
Westtown Township Board of Supervisors
West Chester Borough Council

From: Rick Smith, East Goshen Township Manager

Re: Energy Transition Plan

By way of background, in November 2018, the WCACOG approved the issuance of a RFP for Renewable Energy Planning services. The RFP was a request for a consultant to develop an Energy Transition Plan to achieve 100% renewable electricity by 2035 and 100% renewable energy for all uses by 2050.

The RFP was issued in December and proposals were due on February 4, 2019. The WCACOG received proposals from the following firms:

- Amerex Energy - Sugar Land, TX (Office in West Chester)
- Cadmus Group - Boston, MA
- Enel X – Boston, MA
- NEWR Energy - Bethesda, MD (office in Philadelphia)
- Optimal Energy - Hinesburg, VT
- Pennoni-Krug – West Chester, PA
- ProtoGen Energy Aligned - Quakertown, PA
- Synapse Energy Economics – Cambridge, MA
- Practical Energy Solutions - West Chester, PA - expressed interest in the project but did not submit a proposal since their Vice President, Dianne Herrin, is also the Mayor of West Chester

Prior to the receipt of proposals, Thornbury Township indicated that they did not want to participate in this project.

A review team consisting of the municipal managers and three representatives from the Chester County Clean Energy Leaders reviewed the proposals and interviewed (via a video conference) three of the firms that submitted proposals.

The review team recommended that the WCACOG accept the proposal from Cadmus Group LCC in the amount of \$75,000. Cadmus has developed an energy transition plan for King County in Washington and is in the process of developing a plan for Buncombe County in North

Carolina, which includes the city of Asheville. They provide technical assistance to the DVRPC for their Solar Ready II project and worked on projects for the U.S. Department of Energy.

At their meeting on February 21, 2019, the WCACOG approved a motion to accept the proposal from Cadmus in the amount of \$75,000, with the cost to be apportioned based on population:

	Population	Percentage		
East Bradford	10,038	9.97%		\$7,475
East Goshen	18,339	18.21%		\$13,656
West Chester B.	19,842	19.70%		\$14,775
West Goshen	23,137	22.97%		\$17,229
West Whiteland	18,450	18.32%		\$13,739
Westtown	10,913	10.84%		\$8,126
Total	100,719	100.00%		\$75,000

The WCACOG is comprised of an elected official from each of seven municipalities in the West Chester region. Under the terms of the inter-municipal agreement that created the WCACOG, the governing body of each of member municipality must specifically approve participation in any WCACOG project. Accordingly, in order for each of your respective municipalities to participate in this project, an affirmative vote of your respective governing body is required.

The next WCACOG meeting is scheduled for April 25, 2019, so we would appreciate receiving your decision by that date.

Attached is a synopsis of the project, along with an excerpt from the proposal from Cadmus.

ENERGY TRANSITION PLAN

This project will result in the creation of an Energy Transition Plan (“the Plan”) with a goal of 100% renewable energy electricity by 2035 and 100% renewable energy for all uses by 2050 in a fair and inclusive transition process. It should be noted that this project is intended to not only affect municipal operations, but rather all uses, including residential, commercial, business, industrial, educational, retail, and transportation.

Cadmus has broken the project into five tasks which are summarized below:

Task 1 – A kickoff meeting (via video conference) with members of the WCACOG to provide Cadmus with a better understanding of our objectives, stakeholder engagement, and the schedule for the Plan.

Task 2 - The creation of an advisory group that will include a representative from each municipality, a representative from the DVRPC, other representatives as determined by WCACOG, and eight stakeholders from the West Chester area. Cadmus will interview the stakeholders to obtain their input on how to address their specific needs and challenges. A community visioning session will be held to solicit input from the general public. A website will be created to provide information to the public on the project. A summary of the results will be compiled for use by the advisory group.

Task 3 – Cadmus will compile a list of policies based on the stakeholder interviews and community visioning session, and for each policy, identify and assess the various barriers and opportunities that exist for its implementation. They will then prepare a policy summary matrix that will summarize the above information. Cadmus will also identify up to eight sites that may be suitable for renewable energy or energy storage.

Task 4 – Cadmus will identify the current mix of electric power sources for the West Chester area. A business-as-usual forecast of the electric power mix will be developed for use as a baseline. The impacts of the various policies identified in Task 3 will be modeled to determine the expected energy, financial, and economic impacts on this baseline. The various policies will be analyzed and grouped as appropriate, and Cadmus will prepare a memo summarizing the above information and how it helps to achieve the 100% renewal energy goal.

Task 5 – The final Plan, including short-, medium-, and long-term objectives will be developed. Specific action items will be identified for the short- and medium-term objectives. Generalized steps will be identified for the long-term objectives. Cadmus will present the plan at a public meeting.

Attached are the applicable pages from their proposal.

3. Approach to Project

The following section describes the Cadmus team’s approach to accomplishing the tasks laid out by West Chester Area Council of Governments (WCACOG) in its RFP. The West Chester Area Council of Governments, representing West Chester Borough and the townships of East Bradford, West Whiteland, West Goshen, East Goshen, Westtown, and Thornbury, will hereby be referred to as *WCACOG*, and the multi-jurisdictional area it represents will be referred to as *the West Chester Area*.

Task 1. Kickoff Meeting

At the outset of the project, the team will first conduct a scoping call with WCACOG to further hone the scope of the project together and to better understand the regional vision, objectives, and constraints. The scoping call will include WCACOG’s preferences on key aspects of the project including the breadth and depth of the stakeholder engagement process, project schedule, deadlines for key deliverables and the timing of regular check-ins.

Key Deliverables:

- Kickoff call with WCACOG
- Finalized scope of work
- Gantt chart

Task 2 - Stakeholder and Community Engagement

Task 2a. Project Advisory Group Formation and Intake Interviews

To obtain feedback from key stakeholders in the West Chester Area, Cadmus will work with WCACOG to assemble an advisory group. This core working group will be comprised of a representative from each city, along with at large representatives from the DVRPC and potential additional members as suggested by WCACOG. The Project Team will call on this advisory group to provide critical input and feedback throughout the Renewable Energy Planning process.

As part of its initial outreach, the Project Team will conduct up to eight individual “intake interviews” with these advisory group members. The intake interviews will focus on understanding directly from key stakeholders their priorities, concerns, and preferences for renewable energy implementation. Furthermore, it will allow the Project Team to understand perspectives from members of each of the seven communities. The individualized nature of the interviews will allow for insights to be shared that might not otherwise be discussed at a meeting with additional stakeholders. These conversations can serve to build initial stakeholder support as well as demonstrate inclusion by inviting stakeholders to interview who may not be strong supporters of the renewable energy plan. It can allow stakeholders to air their concerns in a format that will not detract from a larger group discussion. Overall, the intake interviews will inform the development of the materials for the Advisory Group Meeting (Task 2b).

Task 2b. Advisory Group Meeting

The Project Team will meet in-person with WCACOG, and selected stakeholders (potentially Advisory Group). This meeting would involve reviewing the agenda for the broader Community Visioning Workshop and to solicit detailed feedback from members on discussion topics in advance of the

Community Visioning Workshop. A key conversation will be confirming WCACOG’s energy goals, which will involve defining what methods of generation will count as renewable. The small group meeting will also serve as an initial opportunity for the Project Team to identify preferences and common barriers shared by the seven communities. The small group would discuss topics likely to be raised by attendees at the broader meeting and strategize as to how to frame the conversation most productively. Holding this meeting in advance of the public workshop will allow the Project Team to review material with the advisory group before making a full public presentation and will allow for a more detailed discussion as a small group.

Task 2c. Community Visioning Workshop

Later in the day (likely in the evening to allow for greater community attendance), WCACOG and Project Team would hold a launch meeting in a central location with community, and advisory group members. This professionally-facilitated workshop will seek to identify different community perspectives on municipal energy goals and priority, and to discuss the community’s specific needs, challenges, and goals for the project. Holding this stakeholder meeting at the outset of the project will ensure the team can best align tasks with goals. Discussion questions and presentation topics will be developed with WCACOG in advance of the meeting.

At the stakeholder workshop, a group visioning exercise will guide the process for establishing a community-wide vision for achieving the WCACOG’s Renewable Energy Targets. Preliminarily, discussion topics will include:

- **Priorities:** *What are the group’s key drivers and priorities for renewable energy implementation?* Communities are motivated to transition to 100 percent renewable energy utilization for a variety of reasons. Identifying which one or more of these are key drivers is a critical step in determining the most effective path for implementation of renewable energy for the community. For instance, a few potential priorities may include reducing energy costs, reducing GHG emissions, and strengthening local economic development.
- **Collective Vision of Success:** *What tangible changes would be evident in our community if WCACOG were achieved its 100 percent renewable energy goals?* This might include increased financial strength (e.g. average reduction in energy bills for households and businesses), greater resilience (fewer power outages during storms), and economic or other co-benefits (local energy jobs).
- **Obstacles:** *What have been obstacles to renewable energy implementation thus far? What would mitigate these obstacles?* This may include policy constraints, stakeholder opposition, or other challenges. Clarifying these upfront allows the community and Project Team to learn from past pitfalls and focus efforts on moving forward.

Following this round of stakeholder engagement, the Project Team will prepare a memo that summarizes the findings from the intake interviews, Advisory Group Meeting, and Community Visioning Workshop and identify how these outputs will inform later tasks.

Task 2d. Ongoing Public Education and Outreach Support

The Project Team will develop a simple project website to house outreach materials and deliverables, which will serve to keep the community updated after the community meeting. Cadmus will make regular updates to this website, describing project progress and posting interim task deliverables.

Members of the Project Team will also be available to call in to public or stakeholder meetings as appropriate to support WCACOG members in updating community members and elected officials on progress.

Key Deliverables:

- Eight individual intake interviews
- In-person Advisory Group Meeting
- Community Visioning Meeting
- Memo summarizing findings from interviews, Advisory Group Meeting, and Community Visioning Workshop
- Project website and outreach materials

Task 3. Policy Options and Barriers Analysis

Task 3a. Compilation of Policy Options

Based on the initial community visioning workshop with WCACOG, as well as Cadmus’ prior work with municipal governments nationwide, the Project Team will compile a list of strategy options that were either directly identified by WCACOG and other relevant stakeholders or are based on best practices that could align with WCACOG’s goals.

Based on its *Pathways to 100* report and prior local energy planning projects, Cadmus has developed a preliminary list of more than two dozen actions that may be included in such a roster of potential policy actions across multiple technologies. Actions included may include, for example, direct use of municipal legal authority, use of the city’s convening abilities or the creation of community-based programs, partnerships with utility or state organizations to implement innovating tariff, financing, or incentive programs, transportation electrification or demand management strategies, and other emerging local government policy strategies. The Project Team will revise the resulting list based on stakeholder feedback and WCACOG’s interests to develop a custom set of policy options for evaluation in this effort.

The Project Team will look at options that deploy the hard powers of WCACOG member governments — options to use city resources to act locally and to use city authority to require local action. This will include exploring opportunities for collaboration with other parties to act regionally or statewide, including engagement of county or state government to take steps to allow for greater action, and cooperation with legislators, regulators, or agency staff.

Task 3b. Barriers and Opportunities Assessment

For each policy or program option of interest, the Project Team will assess the feasibility and expected impacts of such an effort within Pennsylvania’s policy and regulatory structure. The research will be specific to Pennsylvania’s energy context, drawing on our extensive experience with state municipalities and utilities, and the regional expertise of the Advisory Staff. The project team will conduct desk research to evaluate relevant barriers and opportunities, consulting regional installation databases, integrated resource plans, and other independent studies where available. Considerations for the barriers and opportunities research may include the type and scale of each action and strategy, and county cost-effectiveness and general effectiveness (low to high) and feasibility of the policy options.

This work will be done in consultation with the project advisory group to provide additional insights related to key barriers, potential existing gaps, and opportunities for continued renewable energy penetration. The Project Team will coordinate with WCACOG to conduct outreach to key stakeholders and will utilize the deep local knowledge of its project partners to ensure that local policy issues are reflected in the assessment of barriers and opportunities.

Based on this assessment, the Project Team will develop a policy summary matrix which provides qualitative descriptions of the feasibility, scalability, and impact of various policy options. The Project Team will share the list of potential strategies and policy matrix with the Advisory Group.

Task 3c. Potential Renewable Energy and Energy Storage Site Identification

Informed by stakeholder conversations, the Project Team will identify and compile a short list of potential sites for renewable energy or energy storage site development. The Project Team will conduct high-level pre-feasibility assessments for up to eight sites, taking into account factors such as available land area, proximity to power lines, and other factors informing site feasibility. Given budget constraints, our team anticipates that this study will be high-level. However, our team does provide no-cost technical assistance through the U.S. Department of Energy's SolSmart program. If WCACOG communities are interested in pursuing a more in-depth feasibility analyses solar specifically, our team can provide this type of technical assistance through the SolSmart program.

Key Deliverables:

- Memo detailing potential policy options including barriers
- Strategy analysis matrix comparing the options
- Pre-feasibility assessment of eight sites

Task 4. Policy Impact Modeling

In Task 4, the Project Team will identify the likely energy and financial impacts of a set of programs of interest to the West Chester Area, as well as a range of scenarios that reflect high concentrations of renewable energy and their associated costs.

The Project Team will first conduct research on the current mix of electric power sources for the West Chester Area, and develop a business-as-usual forecast of likely changes in electric power mix during the planning period.

From this baseline, the Project Team will assess the likely energy impacts (as well as the associated greenhouse gas emissions reductions) of each strategy selected in Task 3 above towards WCACOG's renewable energy goal, as well as the potential direct costs and benefits to the communities associated with each opportunity. The Project Team can draw on its existing database of local government policy impacts, as well as its existing city energy model, to conduct this work efficiently.

Following this analysis, the Project Team will present and discuss these results with the Advisory Group and would develop one or several packages of policy actions items which could be combined to comprise a renewable energy transition plan.

For each policy package, Cadmus will then create a wedge analysis which displays the results of this energy impact assessment and which discussed the contribution that each specific action within a policy

scenario would have in bringing WCACOG toward its renewable energy goals. Cadmus will provide an analysis memo to synthesize the results of this analysis, and characterize the expected energy, and economic impacts of each policy and package.

Key Deliverables:

- Analysis memo summarizing (1) each community's current energy mix and expected baseline power mix forecast, (2) policy actions and scenarios selected for quantitative impact assessment, (3) expected energy, financial, and economic impacts of various policy actions and scenarios, and (4) wedge analysis demonstrating progress towards 100% renewable energy goal of each policy scenario

Task 5. Renewable Energy Plan Development

Based on the outcomes of the above research tasks and stakeholder feedback, the Project Team (with the advice and review of the Advisory Group) will develop a roadmap for WCACOG's renewable energy goals. This plan will use the conclusions of the policy research and community planning process to identify actions of broad interest in the West Chester Area and utilize the results of the impact assessment and feasibility study to identify the projected energy impacts, costs, and savings of these actions. The process for input on the plan will have the following major steps:

- **High-level plan:** The Project Team will identify the strategies from the matrix that best align with local goals. For each strategy selected, the team will identify key steps in execution and produce a summary document that outlines the major strategies and associated action steps.
- **Input from City and Community Advisory Group:** The Project Team will share the high-level summary document with the Community Advisory Group to ensure that the overall direction aligns with local needs and challenges.
- **Full action plan:** The Team will make final adjustments to the high-level plan based on input from the Advisory Group and compile a full action-plan for WCACOG's transition to utilizing 100 percent renewable energy will include short-, medium-, and long-term opportunities. Long-term opportunities will summarize high-level steps needed to create the environment to move forward with increasing renewable energy sources (e.g. establishing an on-going commitment from a broadened Advisory Group, passing additional local legislation). The short- and medium-term levels will provide action-steps for the selected strategies such as directed guidance on engaging residents, securing funding, and adjusting program policies.
- **Community presentation: Following the completion of the full action plan, the team will deliver an in-person presentation of final results in a public meeting in the West Chester area. The project team will work with WCACOG members and the community advisory group to promote the meeting and invite community participation.**

Upon review of the action plan by the WCACOG and key stakeholders, the Project Team will address any feedback and develop a final deliverable. The project will conclude with an in-persona—remote presentation to present the final results and recommendations.

Key Deliverables:

- A final Renewable Energy Transition Plan for WCACOG area, including short-, medium-, and long-term goals
- A final public presentation WCACOG and advisory group members of the full action plan

Proposal to Provide Renewable Energy Planning Services to West Chester Area Council of Governments

February 19, 2019

Revised Cost Proposal

The Project Team proposes to deliver the scope of work above for a budget (including labor and expenses) of \$75,000. Cadmus proposes offering each task at a fixed price amount. A budget by task is provided in Table 1 below. The Team proposes for two Cadmus staffers to attend the in-person meetings with WCACOG.

Table 1 Proposed Budget

Task	Budget
Task 1: Kickoff Meeting	\$600
Task 2: Stakeholder and Community Engagement	\$22,500
Task 3: Policy Options and Barriers Analysis	\$16,200
Task 4: Policy Impact Modeling	\$12,000
Task 5 Renewable Energy Plan Development (including in-person final presentation)	\$21,600
Travel Expenses (two trips)	\$1,800
Workshop Refreshments and Materials (two trips)	\$300
Total	\$75,000

The set of activities and tasks proposed by the project team do not easily scale with the number of communities that would participate in a community energy planning effort. Therefore, the Project Team proposes the same basic cost structure regardless of the number of participating communities.