

WESTTOWN TOWNSHIP

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

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

AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, July 1, 2019 - 7:30 PM

Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order
- II. Approval of Board of Supervisors Meeting Minutes - June 17, 2019
- III. Summary of Board of Supervisors Workshop - July 1, 2019
- IV. Departmental Reports
 - A. Director of Public Works - Mark Gross
 - B. Historical Commission - Dave Walter
 - C. Planning Commission - Elaine Adler / Russ Hatton
 - D. Manager's Report - Rob Pingar
- V. Public Comment (Non-Agenda Items)
- VI. Old Business
 - A. Ordinance 2019-05, Amendments to Township Code Chapter 170, Zoning – Authorize Act 247 Review of revised ordinance amendment
 1. Article II Definitions
 2. Article V A/C Agricultural/Cluster Residential District
 3. Article IX Flexible Development Procedure
 4. Article XV General Regulations
 5. Article XX Administration
- VII. New Business
 - A. West Goshen Sewer Authority - Sewage Treatment Agreement
 - B. Oakbourne Mansion Exterior Repairs Project - Contract Award
 - C. Oakbourne Mansion Exterior Restoration – Construction management services
 - D. Ordinance 2019-06, Amendment to Township Code Chapter 170, Article XV Outdoor Lighting – Authorize Act 247 review
- VIII. Announcements
 - A. Parks & Recreation Commission Vacancy
 - B. Independence Day Holiday, office closed - Thursday, July 4th
 - C. West Chester Area Council of Governments - Renewable Energy Plan Workshop, July 11, 2019 at West Whiteland Township Building.
 - D. Movie Night – Friday, July 19 at 7:30pm at Oakbourne Park. Featuring The Princess Bride.
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XI. Adjournment

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown

Monday, June 17, 2019 at 7:30 PM

Present were: Chair Scott Yaw, Vice Chair Michael Di Domenico, Police Commissioner Carol De Wolf, Township Manager Robert Pingar, Police Chief Brenda Bernot, Parks & Recreation Commissioner Ida Fritsche, and Planning Commissioner Steve Rodia. There were 4 guests.

I. Pledge of Allegiance & Call to Order

Mr. Yaw called the meeting to order at 7:35, and led the Pledge of Allegiance. He asked if anyone was recording the meeting. No one responded.

II. Approval of Minutes (June 3, 2019)

Mr. Di Domenico made a motion to approve the June 3, 2019 Board of Supervisors meeting minutes. Ms. De Wolf seconded the motion. It was noted that one correction was necessary on page 2 under Historical Commission; "Stream Vent" should be corrected to StreamBend. There were no other questions or comments, and the minutes were unanimously approved.

III. Workshop Meeting Summary (June 17, 2019)

Mr. Yaw stated that the Board began the workshop in Executive Session to discuss legal and police matters. In the public workshop, the Board discussed the reviewed the bids for the Oakbourne Mansion Exterior Restoration Project and plans to award the project at their July 1 meeting. The Board also discussed the 2019 Road Maintenance Program contract award, which is on tonight's regular meeting agenda.

There were no questions or comments.

IV. Departmental Reports

A. Westtown - East Goshen Police (WEGO) – Chief Bernot

Chief Bernot described the department's voluntary Camera Registry Program, and encouraged residents and businesses with video security cameras to register them. The program helps police quickly locate cameras that may be able to assist them with active investigations.

The Chief reported that the department apprehended a burglar who was stripping copper piping from houses for sale. She also stated that two burglars were taken into custody after a pursuit ending in a crash at the intersection of Shiloh Road and Rt. 926. No injuries resulted from the crash.

Lastly, Chief Bernot reported that the department is accepting applications for the 2019 Citizen's Police Academy. The academy provides residents with a hands-on understanding of police operations. The 13-week program begins on Tuesday, September 13. There is a nominal fee for background check and first aid certification. For more information and to register, visit the WEGO website: <https://chester.crimewatchpa.com/wegopd/53548/content/community-programs>.

B. Parks & Recreation Commission (P&R) – Ida Fritsche

Mrs. Fritsche reported that the commission will be hosting the first of their 2019 summer movie nights on Friday, June 21 with "The Sandlot." The movie will start around 8PM. Free popcorn will be provided. The other movies in the series are "The Princess Bride" (July 19) and "Night at the Museum" (August 16).

The first program in the 2019 Summer Children's Series will be held at 10AM on June 26, featuring Science Tellers Alien Invasion. The other children's programs will be the musical

entertainment of the McChords Duo on July 24, and Eddy the Magician on August 21. All programs will be held at 10:30AM at the Oakbourne Park pavilion. Due to the popularity of the Children's Programs pre-registration will be required via EventBrite, with a limit of 100 attendees.

Mrs. Fritsche said she was pleased that the exterior restoration of the Oakbourne Mansion is moving forward and hopes that the downspout on the corner of the Dunning Room will be addressed.

P&R Commissioner Meghan Haney was also present, and stated that the commission is hoping to host a stormwater management education event at Tyson Park in the fall.

There were no comments or questions.

C. Planning Commission (PC) – Steve Rodia

Mr. Rodia reported that at the June 5 PC meeting was cancelled.

On Wednesday, the PC will be discussing amendments to Chapter 170, Zoning. Also on future agendas are several Zoning Hearing Board applications.

There were no comments or questions.

D. Manager's Report – Rob Pingar

Mr. Pingar reported that starting today, two traffic detours are in place for a period of several months. One detour is for the closure of the Stetson driveway jughandle to construct the Orvis Way project. The other is for the closure of Oakbourne Road to replace the bridge over Goose Creek.

There were no comments or questions.

V. Public Comment (Non Agenda Items)

There was none.

VI. Old Business

A. Ordinance 2019-03, Signs – Authorize Advertisement

This is an ordinance amendment to modify §170-1800 Signs. This is a comprehensive update of Article XVIII in light of the SCOTUS Reed case, revising the sign regulations to ensure that they are content neutral, updating regulations governing billboards, and making allowances for LED signage.

Mr. Di Domenico made a motion to authorize advertisement of Ordinance 2019-03 amending §170-1800 of the Code of Westtown Township, relative to Signs. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

B. Kirkwood Pump Station Reconstruction – Payment #1

Carroll Engineering has evaluated the invoice submitted by KBX Golden, LLC for work completed on the Kirkwood Pump Station, and has recommended payment in the amount of \$289,639.80, which reflects 5% retainage.

Mr. Di Domenico made a motion to approve payment in the amount of \$289,639.80 to KBX Golden, LLC. Ms. De Wolf seconded the motion. There was no public comment and the motion was unanimously approved.

VII. New Business

A. 2019 Road Program – Contract award

Mr. Yaw stated that McCormick Taylor has reviewed the bids received for the 2019 Road Maintenance Program and determined that INNCON, Inc. was the lowest responsible bidder. On June 12, the Township received long range project plans from Aqua PA indicating work on Shiloh Road in 2020, therefore Shiloh Road has been removed from the contract. Mr. Yaw then made a motion to award the 2019 Road Program contract to INNCON, Inc. for the base bid of \$859,206.66 and Add Alternates 1, 2, and 3 at \$115,766.40, for a grand total of \$1,115,153.06. Mr. Di Domenico seconded the motion. There was no public comment and the motion was unanimously approved.

B. Parks & Recreation (P&R) Commission Resignation

On June 11, Phillip Garabedian resigned from the P&R Commission, due to personal reasons. On behalf of the township, Mr. Yaw thanked Mr. Garabedian for his three years of service to his community. Mr. Di Domenico made a motion to accept the resignation, seconded by Ms. De Wolf. There was no public comment, and the motion was unanimously approved.

VIII. Announcements

Mr. Yaw made the following announcements:

- A. Parks & Recreation Commission Vacancies** - The township is accepting applications for appointment to the Parks & Rec (P&R) Commission. P&R plans and runs community events at Oakbourne Park. It meets at 7:00 PM on the second Tuesday of the month at Oakbourne Mansion. If you would like to volunteer on P&R, please send your letter of interest and resume to the Township Manager, Rob Pingar.
- B. Movie Night** – 7:30 PM June 21 at Oakbourne Park. Featuring “The Sandlot.” Bring a blanket or lawn chair and enjoy a free movie and popcorn under the stars. No rain date.
- C. Holiday Closure** - Township Offices will be closed Thursday, July 4 for Independence Day. Trash and recycling normally collected on Thursday will be collected Saturday, July 6.

IX. Public Comment on All Topics

There was none.

X. Payment of Bills

Mr. Di Domenico made a motion to approve General Fund bills in the amount of \$459,604.96, Wastewater Fund bills in the amount of \$3,881.50, and Capital Projects fund bills in the amount of \$8,387 for a grand total of \$471,873.46. Ms. De Wolf seconded the motion. There were no other comments and the check registers were unanimously approved.

XI. Adjournment

Ms. De Wolf made a motion to adjourn the meeting, seconded by Mr. Yaw. The meeting adjourned at 8:41PM.

Respectfully submitted,

Robert Pingar
Township Manager

**WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT
MONTHLY REPORT FOR JUNE 2019**

ROADS

- ◆ After hour's response to close Little Shiloh Road at WEGO's request for a leaning tree.
- ◆ Installed the digital speed warning sign along E. Pleasant Grove Road to reduce speed due to the detour.
- ◆ Cleared a stormwater collection pit off Cockburn Drive.
- ◆ Cleared the outlet structure of the PG pond using the backhoe.
- ◆ Contoured and stabilized the creek flow channel along Green Lane.
- ◆ After hour's intrusion alarm response at the PW facility.
- ◆ After hour's response for a tree across Powderhorn Drive.
- ◆ Cleared accumulated debris from stormwater inlets on all roads.
- ◆ Cut obstructing vegetation at numerous intersections to improve visibility.
- ◆ Filled potholes throughout the township as necessary.
- ◆ Straightened and replaced faded and damaged street signs.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Completed four grass mowings this month.
- ◆ Repaired the intrusion alarm at the administration building.
- ◆ Installed a new air compressor and related piping at the PW garage.
- ◆ Checked operation and fluid levels on all standby generators.

OAKBOURNE PARK AND MANSION HOUSE

1. Power-washed the pavilion and repaired the wood picnic tables.
2. Repaired and reinstalled a bench at the fire circle.
3. Installed the electric service for the new entrance sign and light with provision for additional connections for a possible veteran's memorial.
4. Collected stones and brick from the park property and had a mason construct a base for the new entrance sign that matches the mansion style.
5. Evaluated bids and recommended the award for the mansion/carriage house exterior repairs and painting.
6. Repaired washed out walking trails throughout the park.
7. Serviced and repaired the A/C units.
8. Trash, recyclables, and restroom cleaning and maintenance.

PARKS AND OPEN SPACE

1. Inspected all playground structures for safety hazards.
2. Inspected stormwater retention basins for proper operation.

WASTEWATER

- ◆ Repaired the fire alarm at WCC.
- ◆ Assisted with the PG force main replacement project.
- ◆ Assisted in the start-up of the Kirkwood PS upgrades. New station currently on-line with a few punch list items remaining.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-10 – Repaired the air conditioning.
- ◆ 67-12 – State inspected and engine serviced.
- ◆ 67-19 – State Inspected and engine serviced.
- ◆ 67-14 – Repaired the steering and brakes.
- ◆ 67-44 – Replaced a hydraulic valve for the backhoe controls.

FUTURE PROJECTS

- ◆ Restore landscaping around Kirkwood PS.
- ◆ Continue stormwater inlet repairs.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall
1039 Wilmington Pike, Westtown Township
Wednesday June 19, 2019 – 7:30PM

Present

Commissioners – Planning Commission (PC) member Elaine Adler was absent, all others were present (6-1). Also present were Township Manager Rob Pingar, and Planning Director Will Ethridge.

Call to Order and Pledge of Allegiance

Mr. Pomerantz called the meeting to order at 7:30 PM, Pat McKenna led those present in the Pledge of Allegiance.

Adoption of Agenda (JL/RH) 6-0

No changes were made.

Approval of Minutes (JL/RH) 5-0

No changes were made.

Announcements

- Planning Commission attendance at Board meetings, 2nd half 2019 was confirmed.

Public Comment – Non Agenda Items

- Mr. Pomerantz addressed PC members regarding his desire to improve discussion and debate of issues that come before the commission by reinforcing proper etiquette and encouraging members to reduce their desire to engage in side conversations.

New Business

1. **Ordinance 2019-05, Amendments to Township Code Chapter 170, Zoning** – Rob Pingar, Township Manager, Pat McKenna, Township solicitor, and John Snook, consultant, presented proposed amendments to Township Code Chapter 170, Zoning, Flexible Development Procedures in the A/C Zoning District. PC members reviewed each proposed change and made suggestions. Discussed items included the definition of “Brandywine Battlefield Swath” and “habitable floor area”, impervious coverage limitations and yard areas, open space standards, net density, and curb-cut limitations. PC members requested John Snook incorporate those changes and present a final draft at the next PC meeting on 7/17.
2. PC members discussed potential dates and agenda items for the annual joint meeting with the Zoning Hearing Board. They recommended ZHB members provide them with a list of discussion items.
3. Will Ethridge summarized new cases submitted to the Zoning Hearing Board, which will be heard at 7/17/ PC meeting. Those are:
 - a. 2019-05 – 708 Oakbourne Rd – (tentative)

- b. 2019-06 – WCASD, Bayard Rustin HS & Petition to Amend ZO
- c. 2019-07 - Gaudenzia

Old Business

None

Public Comment

None

Reports

Mr. Rodia summarized his observations of the BOS meeting for 06/17/2019

Adjournment (DP/KF) 6-0

Meeting was adjourned at 10:06 pm.

Next PC Meeting – July 17, 2019, 7:30 pm – Township Building

PC Representative at next Board of Supervisors Meeting: July 15, 2019 – Jack Embick / Dick Pomerantz

Respectfully submitted,
William Ethridge, Planning Commission Secretary

DRAFT

ORDINANCE NO. 2019-05

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE AMENDING CHAPTER 170, ZONING, OF THE CODE OF WESTTOWN TOWNSHIP BY ADDING NEW DEFINITIONS TO ARTICLE II; AMENDING THE STATEMENT OF INTENT FOR ARTICLE V, A/C AGRICULTURAL/ RESIDENTIAL DISTRICT, §170-500; AMENDING VARIOUS PROVISIONS AND SECTIONS OF ARTICLE IX, FLEXIBLE DEVELOPMENT PROCEDURE; AMENDING ARTICLE XV, GENERAL REGULATIONS, §170-1519, STANDARDS FOR MINIMUM TRACT AND LOT AREA; MAXIMUM DENSITY OF TRACT USAGE; AND AMENDING ARTICLE XX, ADMINISTRATION, §170-2009.D, STANDARDS FOR CONDITIONAL USE APPROVAL.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that certain provisions of Chapter 170, Zoning, of the Code of Westtown Township, as amended, be amended as follows:

SECTION 1. Article II, Definitions, §170-201, Definitions, shall be amended to add the following terms and definitions:

BRANDYWINE BATTLEFIELD SWATH

That area of the September 11, 1777 Brandywine Battlefield troop movements and battlefield skirmishes so designated and mapped in correspondence to Westtown Township from the Chester County Planning Commission dated December 7, 2016 and included Appendix A. The Brandywine Battlefield Swath also shall be considered an historical landscape and a scenic landscape or scenic view.

HISTORIC RESOURCE(S)

Any site, structure, ruin, landscape feature or other object included in the Westtown Township Inventory of Historic Resources or listed in the National Register of Historic Places or determined eligible for such listing by the Pennsylvania Historic and Museum Commission.

HISTORICAL LANDSCAPE

The landscape area surrounding any historic resource(s) that contributes to or is visually consistent with the historical character of the designated resource(s) as may be determined by the Township.

SCENIC LANDSCAPE(S)

Those landscapes visible from public rights-of-way at any time of year which are characteristic of the natural heritage and historical settlement of Westtown Township as further described in the Westtown Township Comprehensive Plan.

SCENIC VIEW(S)

Views of Scenic Landscapes as defined herein.

SECTION 2. Article II, Definitions, §170-201, Definitions, shall be amended to revise the following terms and definition to read as follows:

DENSITY, NET RESIDENTIAL

Within a flexible development, the number of residential dwelling units of a single particular type and no others, divided by the area of that portion or portions of the tract to be utilized for that specific dwelling unit type, expressed in units per acre. Calculation of the area of the tract so utilized shall comply with the standards set forth in §170-904.E.

SECTION 3. Article V, A/C Agricultural/Cluster Residential District, §170-500, Statement of Intent, shall be amended to read as follows:

§170-500 Statement of Intent.

In addition to the general goals in the preamble, the purpose, and the community development objectives, it is the purpose of this article to preserve the traditional agricultural and rural residential character of appropriate areas of the Township including scenic views and historical landscapes, notably the area involved in the Battle of Brandywine, September 11, 1777, especially that area denoted as the “Brandywine Battlefield Swath,” and to provide housing opportunities for residential development at low densities consistent with such character, and provide for clustering of housing as an option to preserve and enhance the natural, scenic, and historic character of the landscape.

SECTION 4. Article V, A/C Agricultural/Cluster Residential District, 170-503, Design Standards, Subsection C(3), shall be amended to read as follows:

- (3) Continuous collector road(s) and pedestrian trail(s) shall be developed as part of the subject use or development to provide direct internal through connection(s) between existing collector and/or arterial streets and trail(s), as applicable, and as required by the Board of Supervisors to provide reasonable access to the subject use, enhance community connectivity and improve local mobility. Examples include but are not limited to through collector streets connecting:
- Skiles Boulevard and West Pleasant Grove Road;
 - West Pleasant Grove Road and PA Route 926 at the intersection of Bridlewood Boulevard in Thornbury Township. Chester County;
 - Walnut Hill/Shady Grove Roads to PA Route 926 opposite Cheyney Road in Thornbury Township.

At the discretion of the Board of Supervisors in the context of any conditional use application, as a condition of approval, the Board may require that collector road(s) be developed, in whole or in

part, through the subject property. The design of such road(s) shall support the goal of providing through collector road(s) functioning independently of other streets or roads, existing or proposed. The Board may require that no dwellings have individual driveway access onto a collector road.

SECTION 5. Article IX, Flexible Development Procedure, §170-900, Statement of Intent, Subsection B(4), shall be amended to read as follows:

- (4) Encourage more flexible land development which will respect and conserve natural resources such as streams, lakes, floodplains, groundwater, wooded areas, steeply sloped areas, areas of unusual beauty or importance to the natural ecosystem; and conserve cultural resources including scenic views and historical landscapes, notably the area involved in the Battle of Brandywine, September 11, 1777, especially that area denoted as the “Brandywine Battlefield Swath.”

SECTION 6. Article IX, Flexible Development Procedure, §170-902, Applicability to Base Zoning Districts, Subsection B, shall be amended to read as follows:

- B. Unified tract(s) of land for flexible development shall be of ten (10) acres in size or greater.

SECTION 7. Article IX, Flexible Development Procedure, §170-904, Density Standards, Subsection A, Permitted Base Density and Potential Bonus Density, is deleted in its entirety, and shall be amended to read as follows:

- A. Permitted base density and potential bonus density.
 - (1) Base density. In a flexible development, subject to compliance with all applicable standards, criteria and requirements herein, and as a condition of conditional use approval, the Board of Supervisors may approve a plan that provides for a greater number of dwelling units per acre than would be permitted by the Township zoning regulations applicable to the subject tract(s), as provided in §170-1519.B of this chapter.
 - (2) Bonus density for historic preservation. The maximum density established in accordance with §170-904.A(1) above may be further increased, where approved by the Board of Supervisors subject to conditional use approval, and in accordance with the standards set forth in §170-1519.B(5).

SECTION 8. Article IX, Flexible Development Procedure, §170-904, Density Standards, Subsection C, shall be amended to read as follows:

- C. The following percentages of the gross area of the tract shall be set aside as minimum required open space for the use and benefit of the residents of the development and/or Township, subject to the standards for measurement of minimum required open space set forth in §170-907.A.

Additional open space may be provided: (1) A/C Agricultural/Cluster Residential District: 60%. Where applicable, the minimum required open space shall include at least 85% of any area on the subject property that comprises the Brandywine Battlefield Swath or a portion thereof.

- (2) R-1 Rural-Suburban Residential District, where single-family detached dwellings are provided: 40%.
- (3) R-1 Rural-Suburban Residential District, where twin dwellings are provided: 50%.
- (4) R-1 Rural-Suburban Residential District, where permitted multifamily dwellings are provided: 60%. Where more than one dwelling unit type is provided in the R-1 District, the minimum open space shall be calculated proportionally to the relative proportion of each unit type, as provided in Subsection C(3), (4) and/or (5) above. Additional open space also may be required as a condition of approval of applicable bonus densities.

SECTION 9. Article IX, Flexible Development Procedure, §170-904, Density Standards, Subsection E, Standards applicable to housing sites within a flexible development, Subpart (1)(d), shall be amended to read as follows:

- (d) The acreage set aside for common open space, wastewater management facilities, and rights-of-way of public or private streets shall not be used for computation of net residential density for any residential use. No area used to comply with net density requirements for any particular residential dwelling unit type shall also be used to comply with net density requirements for any other residential dwelling unit type or toward area and bulk requirements for any other permitted use.

SECTION 10. Article IX, Flexible Development Procedure, §170-904, Density Standards, Subsection E, Standards applicable to housing sites within a flexible development, Subparts (2) and (3), are deleted in their entirety, and amended to read as follows:

- (2) Permitted multifamily dwellings shall be designed and constructed in accordance with the following standards:
 - (a) Maximum dimensions. No row of townhouses or single structure containing single-family attached dwellings shall exceed 120 feet in any dimension, nor shall exceed five dwellings in a single structure or continuous row. No other structure containing permitted multifamily dwellings shall exceed 100 feet in any dimension.
 - (b) All buildings within an integrated townhouse development shall be set back from the right-of-way line of any street the development abuts a distance of not less than 100 feet.

- (3) Design standards for all flexible development:
- (a) Maximum impervious coverage. Not more than 25% of the gross area of the tract shall be covered by impervious surfaces. At the time of Conditional Use application, the applicant shall demonstrate that compliance with 25% maximum impervious coverage is feasible, including all residential buildings, common area buildings, roads, parking and access means and any other facilities or impervious surfaces, and in addition demonstrating that included within the 25% tract maximum, are allowances for future accessory structures or other impervious surfaces (patios, pools, etc.) which may be permitted on any individual residential building lot.
 - (b) Streets within the flexible development shall be designed in accordance with the terms of Chapter 149, Subdivision and Land Development; provisions for the maintenance of any private streets shall be an essential part of the plan for development. The Township may, but is not required to, accept dedication of the streets within the flexible development for public use. It may require the posting of security in an amount and form satisfactory to it for the construction of such streets, as set forth in Chapter 149, Subdivision and Land Development.
 - (c) Parking requirements.
 - [1] Except where part of a shared parking arrangement authorized under the terms of Article XVII, all required off-street parking shall be developed within the boundaries of the flexible development tract.
 - [2] Except where individual garages are provided, parking for each dwelling unit shall be provided either at the rear of the unit or shall be grouped into one or more parking areas serving a number of dwelling units. Individual curb cuts shall be permitted only for access to garages attached to individual dwelling units. Other front yard parking and individual curb cuts at the street line for access to parking shall not be permitted except where approved as a condition of Conditional Use approval at the discretion of the Board of Supervisors.
 - [3] Provisions for pedestrian circulation paths from parking areas to the residential dwellings and other buildings they serve shall be provided. These paths shall be constructed of an all-weather surface.
 - [4] No parking space shall be more than 250 feet from an entrance to the residential dwelling or other building it serves.
 - (d) Landscaping: As required by §170-1507 of this chapter.

- (e) Screening: As required by §170-1508 of this chapter.
- (f) Storage: As required by §170-1509 of this chapter.
- (g) Access and traffic control. Routes for vehicular and pedestrian access and parking shall be designed and situated so as to create no nuisances or detractions from privacy. Design of the site shall comply further with the standards in §§170-1510, 170-1511, 170-1512, and 170-1513 of this chapter. Townhouse structures shall be arranged so as to reduce the amount of roads required to serve the development and to provide for an adequate open space design.
- (h) The developer shall make adequate provision for the maintenance of buildings and land within yard areas set aside for condominium development by the organization of a condominium corporation with the responsibility for collection of sufficient levies or fees to pay the cost of such maintenance. Such maintenance may be conducted in conjunction with the requirements of §170-908, where a condominium corporation owns and maintains common open space. Any such terms and provisions shall be consistent with the requirements of the Uniform Condominium Act of 1980.
- (i) All housing shall be designed with regard to topography and natural features of the site in conjunction with the requirements of §170-905.A. The effects of prevailing winds, seasonal temperatures, and hours of sunlight on the physical layout and form of the proposed land use and buildings shall be taken into account.
- (j) To create architectural interest in the layout and character of housing fronting streets, variations in building line shall be encouraged.
- (k) All housing should be sited so as to provide privacy and to ensure natural light in all principal rooms.
- (l) Building height shall be limited to three stories not to exceed 38 feet.
- (m) Routes for vehicular and pedestrian access and parking areas shall be convenient without creating nuisances or detracting from privacy.
- (n) The approximate location and arrangement of buildings and open spaces must be shown on tentative plans so that the Board may review the intensity of land use and serve the public interest by protecting neighboring land uses.
- (o) The following requirements shall apply, except where more stringent criteria apply:

[1] No structure shall be within 30 feet of the curb of access roads.

- [2] No single-family detached dwelling or twin dwelling may be erected within 30 feet of any other structure.
- [3] The distance between buildings containing multi-family dwellings shall be determined in accordance with the requirements of §170-802.B(7).
- [4] At its sole discretion, and for purposes of promoting innovative and preferred design of dwellings and structures, the Board may vary the terms of this §170-904.E(3)(o) where deemed appropriate as a condition of Conditional Use approval.
- (p) Single-family detached dwellings, and uses accessory thereto, shall be a minimum of 50 feet, and all other structures shall be a minimum of 100 feet, from the property lines of the tract. Where proposed structures other than single-family detached dwellings will abut tracts containing similar uses, this distance may be reduced to 50 feet. Landscaping shall be required in these boundaries, regardless of the use being proposed. In cases where a one-hundred-foot setback from the tract boundary is required, including where twin dwellings are provided, at least 50 feet shall be a planted buffer conforming to the requirements of §170-1508 and containing no paving.
- (q) Where permitted, apartment dwellings shall comply with the minimum floor area provisions set forth in §170-802.B(3).

SECTION 11. Article IX, Flexible Development Procedure, §170-905, Design Standards, shall be amended to add new Subsections J and K to read as follows:

J. Article IX, Flexible Development Procedure, §170-904.

- (1) Historical landscapes and scenic views within or across any tract subject to flexible development shall be protected to the greatest extent practicable. As a condition of conditional use approval, the Board may reduce or waive landscape buffering requirements in order to minimize impacts to scenic views otherwise visually accessible to the public.
- (2) Introduced landscaping, utilizing predominantly native vegetation and replicating landscape features characteristic to Westtown and its environs, shall be used to mitigate scenic impacts of development from public roads and neighboring residential properties where such views shall be altered by proposed development, grading, or other improvements necessary to accommodate proposed development. For purposes of this subsection, mitigation shall not require a complete visual screen, where the Township agrees that a filtered or diffuse screen is augmented by other landscaping or site conditions to deflect prominent lines of sight from development impacts or otherwise minimize the visual impacts of development.

K. Stormwater management.

- (1) Stormwater management facilities shall be designed to optimize the capture of stormwater at the sources of generation, maximize recharge to the subsurface groundwater system and minimize discharge to surface water flow. Guidance for stormwater management shall use the most current Best Management Practices (BMPs) such as those promulgated by the Pennsylvania Department of Environmental Protection.
- (2) Collectively, in addition to compliance with the design criteria for stormwater management set forth in Chapter 144 and 149 of the Code of the Township of Westtown, the design of stormwater management facilities across the tract subject to flexible development shall result in groundwater infiltration of stormwater equal in volume to the incremental increase of the two-year storm, pre-development to post-development. For purposes of calculating the pre-development volume of the two-year storm, pre-development land cover conditions shall be assumed to be woodland-good for any area predominantly under cover of trees and meadow-good for any other area, regardless of actual cover conditions. The applicant shall be required to submit soil percolation test results and other credible evidence including a maintenance program satisfactory to demonstrate long-term feasibility of required groundwater infiltration. Where groundwater infiltration of the full incremental volume of the two-year storm is not practicable, the Township may require employment of other means to mitigate potential groundwater impacts.

SECTION 12. Article IX, Flexible Development Procedure, §170-907, Open Space Standards, Subsection A, Use and Design Standards, Subpart 5(e), shall be amended to read as follows:

- (e) Areas used for subsurface infiltration or land application (irrigation) of stormwater and/or treated wastewater, including open storage or settling ponds accessory to infiltration facilities. All such stormwater and wastewater facilities may be physically located in open space areas but shall be excluded from measurement of the minimum required open space as provided in §170-907.A(6) below.

SECTION 13. Article IX, Flexible Development Procedure, §170-907, Open Space Standards, Subsection A, Use and Design Standards, Subpart 6, shall be amended to read as follows:

- (6) All open space used incrementally toward calculation of minimum required open space, as set forth in §170-904.C shall, in addition to full compliance with all other applicable standards herein, fully exclude any existing or proposed impervious surfaces, stormwater management facilities, wastewater treatment and disposal facilities, wetlands, water bodies, watercourses, 50% of any area of prohibitive slope (including created slopes exceeding 25%), and 50% of any lands subject to floodplain regulations.

SECTION 14. Article IX, Flexible Development Procedure, §170-907, Open Space Standards, Subsection A, Use and Design Standards, Subpart 7(a), shall be amended to read as follows:

- (a) Not less than 75 feet in width at any point and not less than 1/2 acre of contiguous area where used toward calculation of minimum required open space. These dimensional standards may be modified by the Board of Supervisors as a condition of Conditional Use approval where the Board is satisfied that the result of such modification is preferable open space design.

SECTION 15. Article XV, General Regulations, S 170-1502, Projections into setbacks and setback exceptions, Subparagraph F shall be amended to read as follows:

- F. Arbors, garden sheds, private garages, private greenhouses, trellises, workshops, and similar accessory structures shall be permitted within side and rear yard areas provided they do not exceed the height, nor 50% of the footprint, of the principal structure, and shall not exceed applicable impervious cover limitations. The side and rear yard setbacks for such structures shall be no less than the height of the accessory structure, irrespective of any otherwise applicable yard requirement of the district. Any wheels attached to a mobile structure must be removed prior to the issuance of any permits.

SECTION 16. Article XV, General Regulations, §170-1519, Standards for Minimum Tract and Lot Area; Maximum Density of Tract Usage, Subsection B, Maximum Density of use on any Tract within a Particular Zoning District, Subparts (2)(a), (b), (c) and (e) shall be amended to read as follows (Subpart (2)(d) remains unchanged):

- (a) A/C District.
 - [1] Standard single-family detached dwelling subdivision: tract area multiplied by 0.5.
 - [2] Flexible development: tract area multiplied by 0.7.
 - [3] Adult community development: tract area multiplied by 1.0.
- (b) R-1 District.
 - [1] Standard single-family detached dwelling subdivision: tract area multiplied by 1.0.
 - [2] Flexible development: tract area multiplied by 1.1.
- (c) R-2 District:
 - [1] Standard single-family detached dwelling subdivision, served by:

- [a] On-site sewage and on-site water: tract area multiplied by 1.0.
- [b] On-site sewage and off-site water, or public off-site sewage and on-site water: tract area multiplied by 1.45.
- [c] Public off-site sewage and off-site water: tract area multiplied by 1.98.
- [2] Single-family semidetached or two-family detached dwellings: tract area multiplied by 2.9.
- (e) M-U District.
 - [1] Residential uses authorized in the R-1, R-2, or R-3 Districts: as specified in Subsections B(2)(d)[1][b], [c], and [d] above.
 - [2] Mobile home park: tract area multiplied by four.

SECTION 17. Article XV, General Regulations, §170-1519, Standards for Minimum Tract and Lot Area; Maximum Density of Tract Usage, Subsection B, Maximum Density of use on any Tract within a Particular Zoning District, Subparts (3)(a) and (c) shall be amended to read as follows (Subpart (3)(b) remains unchanged):

- (a) R-3 District.
 - [1] Professional or business office: tract area multiplied by 0.40 (square feet of floor area)
- (c) C-1 District.
 - [1] Total number of permitted, special exception, or conditional uses: tract area multiplied by 0.5.
 - [2] Total amount of square feet of floor area per use: lot area (as determined by § 170-1519C, below) multiplied by 0.40.

SECTION 18. Article XV, General Regulations, §170-1519, Standards for Minimum Tract and Lot Area; Maximum Density of Tract Usage, Subsection B, Maximum Density of use on any Tract within a Particular Zoning District, shall be amended to add new Subpart (5) to read as follows:

- (5) Bonus Density for Historic Preservation, subject to conditional use approval:
 - (a) Bonus dwelling units for preservation of historic sites and landscapes. One additional dwelling unit may be provided for each two acres comprising a lot (or open space parcel) which contains any Township-, state- or federally designated Historic Resource and where such acreage otherwise

meets all applicable criteria for open space. The use of this bonus shall be limited to no more than four bonus dwelling units for each distinct historic landscape preserved and shall be subject to the following criteria:

- [1] The Township shall approve the configuration of the lot and/or restricted open space created to accommodate preservation of the historic landscape, which shall include, at a minimum, those portions of the property that contain outbuildings or ruins associated with the historical use of the principal historic building(s) and/or those areas of greatest public visibility.
- [2] In order to be eligible for this bonus, the historical setting, including all acreage used to calculate bonus dwelling units, and the principal facades of any historical structures shall be preserved through establishment of a conservation easement acceptable to the Township. Such easement shall be recorded prior to or simultaneously with the recording of approved land development plans and prior to issuance of building permits, as applicable, for any situation where this bonus shall be utilized.
- [3] Land(s) utilized for calculation of this bonus also may be counted toward the calculation of required or bonus open space, where applicable open space, criteria are met.

(b) Additional bonus dwelling units for historic restoration/rehabilitation. Where preservation of historic sites, as provided in §170-1519.B(5)(a) above, includes restoration or rehabilitation of historic structures approved by the Township, one additional dwelling unit may be provided for each 2,000 square feet, or portion thereof exceeding 1,000 square feet, of floor area on all floor levels in the historic sections of such structures which are restored or rehabilitated, subject to the following requirements:

- [1] Eligible structures shall have been used historically as principal residential or agricultural structures or structures accessory to a principal residential use and shall be included or be eligible for inclusion as part of a Township-, state- or federally designated Historic Resource or historic district;
- [2] The applicant shall demonstrate to the satisfaction of the Township, submitting copies of appropriate plans and other documentation as necessary, that such structures have been or shall be restored and/or rehabilitated in accordance with plans prepared by a qualified restoration architect and in general compliance with the U.S Department of the Interior Standards for Rehabilitation of Historic Structures;

- [3] All principal facades of eligible historic structures shall be preserved through establishment of conservation easement(s) acceptable to the Township;
 - [4] This bonus shall not apply if the integrity and scale of eligible historic structures have been or will be altered by additions that overwhelm their historic integrity due to the size of such addition(s) or to the use of modern or inappropriately scaled or proportioned materials, including exterior skins, windows, doors, chimneys, porches, and other features.
- (c) Limitation to use of historic preservation bonus. An historic preservation bonus shall not be applicable if the owner, subdivision/land development applicant, or developer of the subject property shall or has, within three years of the development application period or during actual development, destroyed or demolished any Historic Resource as defined herein without the express approval of the Township.

SECTION 19. Article XX, Administration, §170-2009, Conditional Uses, Subsection D, Standards for Conditional Use Approval, Subpart (1)(h), shall be amended to read as follows:

- (h) The burden of proof shall be upon the applicant, to prove to the satisfaction of the Board of Supervisors by credible evidence, including a Traffic Impact Study addressing the requirements of §149-804.A(1) – (11) and the Pennsylvania Department of Transportation, prepared by a licensed Professional Engineer, that the use will not result in a traffic hazard or traffic congestion within or along existing roads and road intersections adjacent to the tract proposed to be developed, or magnify any existing traffic hazard or traffic congestion within or along existing roads and road intersections adjacent to the tract proposed to be developed. The traffic generated by the development shall be accommodated in a safe and efficient manner on all roads and road intersections internal to the development site, and on all adjacent roads, accesses and road intersections external to the development site. This may include pedestrian and other travel modes as determined appropriate by the Board. The Traffic Impact Study shall identify any and all traffic capacity and traffic safety improvements within or along existing roads and road intersections adjacent to the tract proposed to be developed, and on all roads and road intersections internal to the development site, that are necessary to accommodate the traffic generated by the development. This includes vehicular and non-vehicular connections, as well as facilities to encourage and support non-automotive traffic. As a condition of approval, the Board shall require the applicant to complete and/or fund these traffic improvements, or provide surety for required improvements which may be completed by others.

SECTION 20. If any sentence, clause or section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or validity

shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisor that this Ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

SECTION 21. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 22. This Ordinance will be effective five (5) days after enactment.

ENACTED AND ORDAINED this _____ day of _____, 2019.

ATTEST:

WESTTOWN TOWNSHIP

Secretary

Scott E. Yaw, Chair

Mike T. Di Domenico, Vice Chair

Carol R. De Wolf, Police Commissioner

SEWAGE TREATMENT AGREEMENT
(WESTTOWN)

THIS AGREEMENT made this ____ day of _____, 2019, by and among the WEST GOSHEN SEWER AUTHORITY ("West Goshen Authority"), a body corporate and existing under the Pennsylvania Municipality Authorities Act of 1945, P.L. 382, as amended ("Act"), the TOWNSHIP OF WEST GOSHEN ("West Goshen") and the TOWNSHIP OF WESTTOWN ("Westtown"), both Townships of the Second Class located in Chester County, Pennsylvania which will be renewed every 5 years.

WITNESSETH:

WHEREAS, West Goshen Authority owns a sewage system ("West Goshen System/West Goshen Sewage System") and wastewater treatment plant ("Treatment Plant"), which Treatment Plant is a regional facility presently serving West Goshen and portions of East Goshen, West Whiteland, Westtown and Thornbury (Chester County) Townships; and

WHEREAS, West Goshen Authority has leased the West Goshen System and the Treatment Plant to West Goshen, pursuant to the terms of a lease dated as of September 1, 1961 ("W.G. Original Lease"); and

WHEREAS, West Goshen Authority and West Goshen have been receiving and treating sewage from East Goshen, Westtown, West Whiteland and Thornbury (Chester County) Townships; and

WHEREAS, West Goshen Authority will continually be embarking on a series of capital improvement projects in the collection and conveyance systems and at the Treatment Plant which are set forth in the Consulting Engineer's Estimated Capital Expenses through 2020,

attached hereto as Exhibit A which will be updated and submitted and discussed with Westtown every quarter (hereinafter referred to as the "Capital Improvements"); and

WHEREAS, West Goshen Authority intends to continue to lease the West Goshen System and Treatment Plant, to West Goshen, pursuant to the terms of its lease; and

WHEREAS, Westtown has its own sewage systems ("Westtown System/Westtown Sewage System") for the purpose of serving the portions of Westtown Township requiring public sewers, in connection with said systems being located generally in area "A" as set forth in Exhibit "B" attached hereto; and

WHEREAS, Westtown will be required to contribute to West Goshen Authority its proportionate share of the costs of the Capital Improvements; and

WHEREAS, West Goshen Authority and West Goshen as lessee of the West Goshen System and Treatment Plant provide wastewater treatment capacity in the Treatment Plant for wastewater emanating from the Westtown System; and

WHEREAS, West Goshen, as lessee of the West Goshen System and Treatment Plant, proposes to treat and dispose of the wastewater emanating from the Westtown System in accordance with the terms and conditions of the agreement hereinafter set forth; and

WHEREAS, it is in the public interest, in order to provide for the health, safety and welfare of the residents of the communities involved in this agreement, that this agreement be entered into.

NOW, THEREFORE, the parties hereto each binding itself, its successors and assigns, and each representing that it has proper legal authority to enter into this contract, and each intending to be legally bound hereby, do mutually represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. The terms defined in this Article I, as well as those defined in the preambles, wherever used or referred to in this Agreement, shall have the following respective meanings unless a different meaning clearly appears from the context:

(a) "Average Daily Flow" shall be calculated by dividing total Sewage Waste flows under consideration for the quarter immediately preceding the date of calculation by the number of days in that quarter.

(b) "Auxillary Offsets" shall include, but is not limited to: equipment/pump malfunction, equipment/pump age, replacement parts, spare equipment, emergency situation, costs associated with special handling of treatment activities (scheduled and non-scheduled), capital improvements either directed or not directed by a government body, engineering work budgeted or not budgeted in annual budgets presented to Westtown.

(c) "Bonds" shall mean any notes, bonds or other debt obligations authorized and issued by West Goshen Authority for the purpose of financing the Capital Improvements.

(d) "Capital Improvement" is the addition of a structural change (including all parts/equipment and auxiliary offsets (as defined herein) associated with the construction activities) or emergency repairs or the restoration of some aspect of the Treatment Plant and/or Sewer System (as defined herein) that will either enhance the Treatment Plant's and/or Sewage System's overall value, increase its useful life or adapt it to new uses or to fulfill mandated regulatory requirements.

(e) "Consulting Engineers" means an engineering firm or professional engineer, engaged by West Goshen Sewer Authority and West Goshen, having a favorable

reputation for skills, education and experience in the design, project management, and operation of sewer systems and sewage Treatment Plants, who is licensed in Pennsylvania.

(f) [reserved]

(g) "Domestic Waste" means normal household waste from kitchens, water closets, lavatories and laundries.

(h) "Infiltration and Inflow (I/I)" means extraneous flow entering the Sewage System during or after a wet weather event from a direct source such as sump pumps, basement drains, yard and area drains and cross connections from storm drains or through defects in manholes, sanitary sewer mains and sanitary sewer laterals.

(i) "Excessive I/I" means I/I which results in a recorded peak instantaneous or peak hourly flow rate in excess of four times the recorded Average Daily Flow for a given month.

(j) "Industrial/Commercial Wastes" means any solid, liquid or gaseous substance or form of energy rejected or escaping in the course of any industrial, manufacturing, trade or business process or in the source of the development, recovery, or processing of natural resources, as distinct from Sanitary Sewage.

(k) "Interference" means the inhibition or disruption of any treatment processes or operations, including any such inhibition or disruption which contributes to a violation of any requirement of the West Goshen's NPDES Permit, including but not limited to the prevention of sewage sludge use or disposal by any Treatment Works in accordance with Section 405 of the Act (33 U.S.C. Section 1345) or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent State and/or Federal regulatory criteria (including

those contained in any Pennsylvania sludge management plan prepared pursuant to Title IV of SWDA) applicable to the method of disposal or use employed by any Treatment Works treating Wastewater generated in the Sewage System.

(l) "Lease Rentals" means those annual charges required to be made by West Goshen to West Goshen Authority, pursuant to the terms of the applicable Original Lease and/or Supplemental Lease agreements or any lease agreements supporting and securing Bonds issued to refund the Bonds supported and secured by the applicable Original Lease and/or Supplemental Lease.

(m) "Maintenance" means repairs of existing parts, equipment, machines, or systems that are required for the Plant or the System to operate or function in good repair and operating condition, that do not increase the equipment's, machine's, Plant's or System's useful life or adapt it to new uses or to fulfill mandatory regulatory requirements. Repairs do not include the replacement of equipment, machines or systems.

(n) "Point" or "Points of Connection" means a point or points at which any party hereto connects collector or interceptor Sewer mains over which it has exclusive use and control to:

(i) A collector or interceptor Sewer main which is owned by another municipality or authority and jointly used by said party and such other authority or municipality, or

(ii) An interceptor Sewer or pump station owned by West Goshen Authority or Westtown. Points of Connection are indicated on the above mentioned Exhibit "B", attached hereto and made a part hereof by reference.

(n) "Pollutant" means any Wastewater containing any substance or material which is an Interference, constitutes a hazard to humans or to the receiving stream or creates a public nuisance, violates National Categorical Pretreatment Standards or Pretreatment Standards or causes any Treatment Works to violate receiving water standards.

(o) "Pretreatment" or "Treatment" means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such Pollutants into any Treatment Works. Such reduction, elimination or alteration may be achieved by physical, chemical or biological processes, process changes or other means except as prohibited by 40 CFR 403.6(d).

(p) "Pretreatment Program" or "Program" means the West Goshen Pretreatment ordinance and any future amendments or supplements thereto.

(q) "Pretreatment Requirements" means any substantive or procedural requirement related to Pretreatment, other than a National Pretreatment Standard imposed on an Industrial User.

(r) "Sanitary Sewage" means all water-carried Domestic Waste from sanitary conveniences of residences, offices, hotels, stores, restaurants, hospitals, schools, commercial establishments, industrial establishments and similar users.

(s) "Sewage System" means collectively, the Treatment Plant, and all auxillary equipment/parts or auxillary offsets of the sewage collector facilities constructed or to be constructed at any time by any of the parties to this Agreement for the respective municipality and which are connected to the Treatment Plant and includes, but not limited to Sewers, interceptors, force mains, metering devices, manholes, pumping stations and other

appurtenances. This term shall also include and may be used interchangeably with the term "System" when such term is used in this Agreement as in "West Goshen System" and "Westtown System".

(t) "Sewage Wastes" means Sanitary Sewage or Industrial Wastes or any combination of either thereof, but only to the extent that Industrial Wastes have been pretreated and otherwise meet the requirements of the Pretreatment Program.

(u) "Sewer" means any pipe, main, or conduit constituting a part of the Sewerage System used or usable for collection of Sanitary Sewage and/or Industrial Waste.

(v) "Total Cost of Operating and Maintaining" means the sum of the costs of West Goshen to operate and maintain the West Goshen System including but not limited to the cost of administration, utility, chemicals, labor, insurance, repairs, vehicles, fuel, routine operations and maintenance activities on the equipment and/or plant, , supplies, communications, laboratory analyses, sludge removal, dues and professional services such as legal, engineering, accounting and environmental.

(w) "Total Project Cost" means the actual total cost of the construction of any improvements to the Sewage System, including any facility or additions, improvements, enlargements or modifications thereto, especially related to the Capital Improvements, calculated in the following manner:

(i) The amount actually paid under the contract or contracts for acquisition or construction of the facilities under consideration; and

(ii) All actual and reasonable costs and expenses of engineering and legal services, site acquisition, rights-of-way, privilege rights, licenses, easements and other interests in real property.

(x) "Treatment Plant" means the West Goshen Authority Treatment Plant as presently existing and/or the expanded Treatment Plant as expanded and upgraded from time to time.

(y) "Wastewater" means Industrial Wastes, Sanitary Sewage and Sewage Wastes which are contributed into or permitted to enter the Sewage System.

ARTICLE II

FACILITIES

Section 2.01. Projects.

(a) The existing West Goshen Sewage System, Treatment Plant and additions, shall be owned by West Goshen Authority, and operated and maintained exclusively by West Goshen Township.

(b) In order to transport Sewage Waste from portions of Westtown to the West Goshen Sewage System and the Treatment Plant, Westtown has constructed in Westtown a Sewage System in Area "A" of Exhibit "B" attached hereto (all collectively referred to as the "facilities"). These facilities, together with any additions thereto, shall be owned, operated and maintained exclusively by Westtown.

(c) Westtown shall have the exclusive right to the reserve capacity allocated to it in Section 3.02 hereof. Nothing herein contained shall preclude Westtown from transferring ownership of the Westtown System to a municipal authority created by it under the Act, provided that all rights, obligations and undertakings of Westtown shall be equally applicable to such municipal authority, should it be created; provided further, that nothing herein shall be construed

to relieve Westtown from the terms and conditions of this Agreement should it create a municipal authority.

(d) West Goshen Authority will be constructing Capital Improvements to the existing West Goshen Sewer System which shall be owned exclusively by West Goshen Authority.

Section 2.02 Westtown's Proportionate Share of the Capital Improvements. Westtown shall pay its proportionate share (8.833%) of the Capital Expenses set forth in Exhibit A, attached hereto. All future projects (anticipated or not anticipated) will be discussed with Westtown Township on a quarterly basis along with the percentage share to be borne by Westtown Township for each project.

Section 2.03. Financing. West Goshen Authority and Westtown shall have exclusive control over all manner and means of procuring any necessary financing for each of the facilities to be owned by them, contemplated in Section 2.01 hereof or those required pursuant to Sections 4.02 or 4.04, subject to provisions hereinafter set forth, provided that nothing in this Agreement shall obligate a party to participate in the other's financing, so long as the nonparticipating party funds its proportionate share of costs of the facilities to be owned by the other party.

Section 2.04. Procedure for Construction. West Goshen Authority shall advise Westtown of the progress of planning and construction of the Capital Improvements to the Sewage System and will provide said party with all reasonably requested information in respect thereof, on a quarterly basis or as needed.

Section 2.05. Completion of Construction. Upon completion of the construction of any facility, West Goshen Authority shall forthwith deliver to Westtown, a certificate approved by its Consulting Engineers, stating (1) the fact of such completion, (2) the date thereof, (3) the actual Total Project Costs in respect of such construction, itemized in reasonable detail, and

Westtown's share thereof, (4) the amount of the balance which will remain in the Construction Fund after the payment of all costs in respect of such construction, and (5) all engineering close out documents. If Westtown's share of the actual Total Project Costs of the construction is less than the total amount theretofore deposited by it pursuant to Section 6.04 (with appropriate adjustments in respect of income or loss from investments), the excess of such deposits shall be forthwith returned to Westtown making said deposit whereupon the Construction Fund will be terminated. If said certificate shall state that an additional payment is required by Westtown to make its total payments equal to its specified share of the actual Total Project Costs of construction as required by this Agreement, then Westtown will pay, within 90 days of such report, the amount shown to be due in such certificate.

ARTICLE III

TERMS OF AGREEMENT

Section 3.01. Term. This Agreement shall become effective upon its execution and delivery by all parties hereto and shall be reviewed and renewed every 5 years. The review period at 5 year intervals will consist of language review and this Agreement shall (in the absence of termination) roll over thereafter repeatedly in 5 year terms. Any party may terminate this Agreement by written notice to all parties which must be given no less than three (3) years prior to the expiration of the current 5 year term. However, this Agreement may not be terminated as long as any West Goshen Authority Bonds secured by revenues from any facilities are deemed to be outstanding; and provided further that Article VII of this Agreement shall remain in full force and effect so long as any industrial Wastewater or other discharge originating in Westtown which is subject to state or federal regulations is conveyed to the West Goshen Treatment Plant.

Section 3.02. Reserved Capacity.

(a) Subject to the payment of charges and subject, also, to the limitations of this Agreement (including but not limited to those set forth in Article VII hereof), West Goshen Authority grants unto Westtown the right, during the term of this Agreement, to discharge Wastewater into the Treatment Plant and Sewage System at the points designated on Exhibit "B" a maximum daily flow capacity and in the maximum quantity of 530,000 gallons per day, exclusive of West Goshen's gallons per day (the "Reserved Capacity") and West Goshen, as lessee of the West Goshen System and Treatment Plant, agrees to convey, treat and dispose of the same in a manner approved by PA DEP and in accordance with the terms and conditions herein set forth. In no event shall the combined total of gallons per day discharged by Westtown at the points of connection shown on Exhibit "B" exceed the Reserved Capacity. Also, at no time shall the flows for West Goshen Sewer Authority, and Westtown Township, exceed the following:

- (1) 4 times the maximum daily flow capacity for any measured period.
- (2) 2.5 times the maximum daily flow capacity for any 1-hour period.

The above rates shall individually or collectively be known as the "Maximum Flow Rates".

(b) If the rated capacity of the Treatment Plant of West Goshen Authority is decreased by action of appropriate governmental bodies having regulatory jurisdiction, then the Reserved Capacity for Westtown in said Treatment Plant shall be decreased accordingly and proportionately. If any such rerating is a result of the Capital Improvement Expenditures, then Westtown shall have the obligation to provide its proportionate share of the required capital, said share to be in the same proportion as its Reserved Capacity in the Treatment Plant and said share

to be subject to the contribution provisions of Section 4.04 hereof. However, if such rerating downward is caused by West Goshen’s negligent operation of its facilities, and said rerating necessitates capital expenditures, to the extent that the capital expenditures are necessary to rerate the system to the level before said rerating downward, the capital expenditures shall be the sole responsibility of West Goshen.

Section 3.03. Delivery of Wastewater.

(a) Except as herein otherwise provided, all Wastewater up to and including the capacities reserved herein, originating in Area A in Exhibit “B” of Westtown Township’s Sewage System, shall be delivered to the Points of Collection for transportation to and Treatment at the Treatment Plant. Westtown Township reserves the right to divert flows from its Sewer System to another treatment facility pursuant to Sections 3.01 and 3.02 and 9.09 hereof

(b) Westtown agrees that wastes originating outside Westtown shall not be delivered to the Treatment Plant without the permission of West Goshen and West Goshen Authority.

(c) Westtown shall be restricted from discharging high strength wastewater to the Sewage System. The maximum concentration of pollutants that will be accepted by West Goshen and West Goshen Authority include the following which are indicative of domestic strength wastewater, unless such levels change due to regulations, then so will the levels on the chart be consistent with the most recent regulatory requirements.

Constituent	Concentration Limit
Five Day Biochemical Oxygen Demand	250 mg/l
Suspended Solids	250 mg/l
Total Phosphorus	10 mg/l

Ammonia Nitrogen as N	25 mg/l
Total Nitrogen	40 mg/l
Oil and Grease	50 mg/l

ARTICLE IV

OPERATIONS AND ENFORCEMENT

Section 4.01. Metered and Unmetered Connections

(a) Meter Stations. At each Point of Connection indicated on Exhibit “B”, or to be agreed upon by the parties in the future (which agreement may not be unreasonably withheld by the parties), a meter station for the purpose of measuring the flow through such Points shall be installed and owned by Westtown, but West Goshen Authority has the right to inspect same. Meters shall be of the continuous reading type which establish daily flows. The design and construction of all meter stations shall be acceptable to West Goshen Authority. The expense of maintaining and operating each meter station shall be borne by Westtown. Westtown shall be responsible for reading the meters and required to make repairs to or replace nonfunctioning meters. West Goshen shall be given the opportunity to read the meters. In addition, Westtown shall pay for and install at mutually acceptable locations automatic Wastewater samplers for the purpose of allowing West Goshen to sample the composition of Wastewater entering West Goshen from Westtown.

(b) Unmetered Connections. Wastewater flows for any unmetered connections shall be estimated using an allowance of 250 gallons per day per home or equivalent dwelling unit or other agreed upon volume as may be recalculated from time to time. Westtown Township reserves the right to install temporary meters for any unmetered connections or

perform a water usage analysis if a home(s) is served by public water, for any unmetered connections in order to determine whether 250 gallons per day per home is the appropriate allowance. Westtown Township shall provide prior notice to West Goshen Sewer Authority of its intention to install temporary meters and shall share all data with West Goshen Sewer Authority and will cooperate with WGSA for any adjustments, such as Infiltration and Inflow, in determining the final appropriate allowance.. West Goshen Sewer Authority also has the option to install temporary meters for any unmetered connections. It is the intention of this agreement that the owner of each unmetered connection property shall remain a customer of the township in which the property served is situated, and the wastewater flows from the unmetered Westtown connections shall be charged against Westtown's Reserved Capacity and shall be added to the Westtown metered flows as tallied on West Goshen's invoices to Westtown.

Section 4.02. Facilities Insurance.

(a) West Goshen Authority will insure or cause to be insured the Treatment Plant, Capital Improvements and other parts of its Sewage System serving Westtown with a responsible company or companies authorized , certified/licensed (if applicable) and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and against such other risks and in such amounts as usually are carried upon, or with respect to, like property in Pennsylvania. Immediately after any loss or damage to the applicable facility, or any part thereof, West Goshen Authority will commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed portion thereof, including any applicable meter stations, according to the plans and specifications therefore prepared by its Consulting Engineers.

(b) In the event that it shall become necessary to make any repair, replacement or reconstruction of any of the said facilities, or any portion thereof, and there are insufficient funds available from insurance proceeds to pay the costs and expenses thereof, other than insufficiency caused by a breach of subsection (a) above, each party hereto shall pay the same share of the costs of such repair, replacement or reconstruction as exceed the insurance proceeds as its Reserved Capacity bears to the total design capacity of the damaged or destroyed facility.

Section 4.03. Compliance With Laws. The parties hereto agree to comply with all applicable present and future Pennsylvania or United States laws, rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

Section 4.04. Treatment Plant Capital Improvements. If PA DEP or any other governmental body having jurisdiction orders West Goshen Authority to intensify the degree of Treatment at the Treatment Plant, or the West Goshen Authority Consulting Engineer makes a recommendation to modify, perform maintenance activities, improve, or perform any auxillary offsets work that would be required, or restore the Treatment Plant and/or Sewer System; then each party hereto shall pay the same share of the Total Project Costs of the required Capital Improvements as its Reserved Capacity bears to the total design capacity of the facility being upgraded; provided, however, in the case of modifications or improvements to or restoration of the Treatment Plant and/or Sewer Systems, nothing contained herein shall be deemed or construed to require West Goshen Authority to modify, improve, or restore the Treatment Plant and/or Sewer Systems where the purpose of such modifications, improvements, or restorations is

to provide additional treatment capacity for Westtown. Payment of such share shall be made in a lump sum capital contribution, unless West Goshen Authority, in its sole discretion, permits installment payments. Any Treatment Plant Capital Improvements recommended by West Goshen Authority's Consulting Engineer shall be calculated per the terms noted in 6.04(a)(ii) and West Goshen Authority will provide all backup documentation used to prepare the recommendation, which backup documentation shall include a cost benefit analysis, where applicable, showing how the cost of the capital improvement(s) is offset by reduced operating costs within the useful life of the improvement.

Section 4.05. Sewage Waste Samples. Samples of Sewage Wastes and data from the meter stations may be obtained and analyzed by any 3rd party that is certified to perform that function at any place and at any time in order to ensure compliance with the terms of this Agreement, after reasonable notice. Each party hereto shall have the right to have a representative present when such samples and/or data are obtained, but such right shall not limit any party's right of access to the metering stations to obtain such samples and/or data.

Section 4.06. Flow Records. For the purpose of determining and calculating the volume and/or character of Sewage Wastes discharged from each party's Sewage System, the following methods shall be used:

(a) All meters shall be inspected, calibrated and tested for accuracy at least quarterly by the parties owning them. Reports of such inspection shall be made directly to any other party jointly using the meter. The cost of such inspection and the cost of any repair or replacement necessitated by such inspection shall be borne by the owner of the particular facility of which the meter station is a part and said cost shall be included in the Total Cost of Operating and Maintaining the particular facility.

(b) In the case of missing or inaccurate flow records due to faulty meter operation or otherwise, an estimate of flows will be made, for purposes of determining the volume of Sewage Wastes discharged. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by West Goshen and the party whose flows are in question.

(c) Meter records and meter installations of one party hereto shall be made available and accessible to any other party hereto upon request therefor. The record of Sewage Wastes flows through recording meters operated and maintained by one party will be forwarded to any other party jointly using the meter on or before the fifteenth day of each calendar month showing the total and daily Sewage Wastes flows discharged during the previous month.

Section 4.07. Facilities Records. West Goshen and West Goshen Authority agree to make available at all reasonable times to Westtown, its agents, servants, employees and representatives, access to all of its records pertaining to cost of acquisition, construction, operation and/or maintenance of each of the facilities owned or operated by them.

ARTICLE V

INTERMUNICIPAL MATTERS

Section 5.01. Joint Committee. A Joint Committee comprised of a member from Westtown, East Goshen, Thornbury Township (Chester County), West Whiteland Township and West Goshen Township shall meet at least once a year by the end of September of each year for the purpose of West Goshen providing budget information and costs to the other Townships regarding plans for maintenance and Capital Improvements to the West Goshen Sewer System so that the Townships may have that information for their planning and budgeting purposes.

Section 5.02 Intermunicipal Equity. West Goshen and Westtown acknowledge and agree that West Goshen has similar agreements with East Goshen Township and West Whiteland Township for the treatment of Wastewater at the Treatment Plant. No such treatment agreement shall, in the opinion of Westtown, contain terms or conditions more favorable or less burdensome than the material terms and conditions herein. If, in the reasonable opinion of Westtown, any such agreement is entered into by West Goshen, which contains more favorable or less burdensome terms or conditions than this Agreement, then Westtown may give written notice to West Goshen stating the specific terms and/or conditions in the other agreement that are more favorable or less burdensome than those contained in this Agreement. Upon receipt of any such notice, if West Goshen, acting reasonably, agrees with the Westtown's assertion, then West Goshen shall modify this Agreement to include any more favorable or less burdensome terms or conditions.

ARTICLE VI

CHARGES AND PAYMENTS

Section 6.01. Services. The services rendered by West Goshen Authority and West Goshen to Westtown are comprised of the following, as appropriate:

- (a) The transportation and Treatment of Sewage Wastes from the Westtown System;
- (b) The Reserved Capacity in the Treatment Plant for Treatment of Sewage Wastes from the Westtown System in the maximum daily flow capacity amount of 530,000 gallons per day; and

(c) The Reserved Capacity in the Capital Improvements to the Sewage System and other portions of the West Goshen System for transportation of Sewage Wastes from the Westtown System in the maximum amount of 530,000 gallons per day.

Section 6.02. Charges.

(a) The operator of the West Goshen System will charge the operator of the Westtown System, quarterly at the end of each quarter for the services described in Section 6.01(a), supra, a proportion of the Total Cost of Operating and Maintaining the West Goshen System and Treatment Plant, less any federal or state grants applicable thereto, determined by applying thereto the percentage computed by dividing the actual metered or estimated flow from the Westtown System (minus West Goshen's flows) for the prior quarter by the total metered flow into the West Goshen System and Treatment Plant for said period to the Total Cost of Operating and Maintaining the West Goshen System and Treatment Plant for said period. It is contemplated that during the billing year estimates for the total cost of operation and maintenance shall be used and these figures shall be reconciled at the end of the fiscal year when the actual figures become available. If requested by Westtown Township, West Goshen Sewer Authority agrees to meet with Westtown Township representatives to review the year end reconciliation of billing year estimates and actual figures.

(b) The parties hereto agree that, in the event the Sewage Wastes discharged from Westtown's System into the Treatment Plant or other facilities of the West Goshen Sewage System require special handling or Treatment, the total costs incident to providing such special handling or Treatment shall be borne solely by Westtown, from whose Sewage System the said Sewage Wastes originate.

Section 6.03. Financial Statement and Records. To the end that the costs upon which the charges imposed under Section 6.02 may be readily ascertained, West Goshen and West Goshen Authority covenant to keep accounting records indicating the basis for these charges. West Goshen and West Goshen Authority covenant to deliver to Westtown a copy of their annual financial statements within thirty (30) days of receipt thereof from their accountants.

Each such annual financial statement shall set forth, itemized in reasonable detail:

- (i) the operating and capital costs of the applicable facilities for the preceding calendar year; and
- (ii) the final charge payable under Section 6.02 and 6.10 hereof by Westtown for such year determined in accordance with the provisions of Sections 6.02 and 6.10 hereof. Such report shall contain statements setting forth the charges based on actual flows assessed to Westtown Township with respect to Total Cost of operating and maintaining and the amount by which the final charge exceeds or is less than the aggregate of the charges theretofore made.

Section 6.04. Payment of Capital Improvement Costs.

(a) With respect to the capacity reserved in the Treatment Plant and Sewage System under Section 3.02 hereof, Westtown shall pay to West Goshen and West Goshen Authority as follows:

(i) As more particularly provided in subparagraph 6.04(a)(ii) herein, Westtown shall pay for one hundred percent (100%) of its proportionate share of the costs of the Capital Improvements costs as its Reserved Capacity bears to the total design capacity of the Sewage System.

(ii) As soon as practical after receipt of the actual construction bids for each of the items listed in Exhibit "A", West Goshen shall deliver to Westtown calculations of Westtown's obligations to West Goshen pursuant to this Agreement. This calculation shall

include the actual engineering costs for the design, permitting, bidding, and construction of each item and the estimated engineering cost of the inspection and project closeout for the item. Within forty-five (45) days thereafter, Westtown shall pay to West Goshen Sewer Authority a sum equaling its total obligation pursuant to this Agreement for its share of the costs.

(iii) The payment by Westtown to West Goshen and West Goshen Authority when based upon contractors' bids, shall be adjusted as necessary upon completion of construction of the Capital Improvements to reflect actual final project costs.

(iv) Any overpayments by Westtown shall be refunded and any shortfalls shall be billed by West Goshen and West Goshen Authority to Westtown and paid within sixty (60) days thereafter.

Section 6.05. Construction Funds.

(a) West Goshen Authority shall deposit the proceeds of any bonds issued to finance the acquisition and construction of the Capital Improvements costs to the Sewage System mentioned herein, together with any sums paid pursuant to Section 6.04 hereof, in the trustee bank designated by West Goshen Authority in the appropriate construction fund (hereinafter called "Construction Fund") created under the applicable Indenture securing said Bonds. Said Construction Fund shall be held, secured, deposited and invested by said trustee on behalf of West Goshen Authority in accordance with the applicable Indenture; provided, however, that any monies received pursuant to Section 6.04 hereof shall not be subject to the lien of said Indenture. To the extent that income or interest is earned on the investment or deposit of such monies which is not used to decrease the amount of the Bonds issued to fund the applicable project, the income or interest earned will inure to the benefit of West Goshen Authority.

(b) Each party agrees that payments from the Construction Fund shall be made only in accordance with the provisions of the Indenture under which said fund was established.

(c) Each payment shall be certified by the Consulting Engineer of West Goshen Authority as being a proper expenditure and approved by such engineer. Should it appear at any time that the actual Total Project Cost of such construction will exceed the bids therefor to an extent that such excess cannot be prudently met by the amounts available as contingency funds, West Goshen Authority shall immediately report such fact to Westtown and include a detailed statement of the additional amount required of the change order to complete the construction projects and a certificate of the West Goshen Authority Consulting Engineer to the effect that, in such Engineer's opinion, such additional estimated amount will enable the completion of the construction as necessary for such purpose. Westtown shall deposit in the construction fund within ninety (90) days after delivery of such report their proportionate share of the required additional money and West Goshen Authority shall concurrently deposit with its Indenture trustee its share of such required amount. If, however, payments are made in installments, then the amount of the semi-annual installment shall be adjusted upon completion of the construction to reflect final construction costs.

Section 6.06. Change Orders. West Goshen Authority agrees to notify Westtown of all proposed changes or alterations in the plans and specifications for the Capital Improvements involving in excess of \$25,000 within three (3) business days of when they are proposed to West Goshen Authority by a credible engineer. Westtown shall have the right to object to any change order in excess of \$25,000; provided, (except in emergency situations) however, that if a detailed written notification of an objection is not received by West Goshen Authority within ten (10)

days after the date of notice of any change order is delivered, Westtown shall be deemed to have waived any objection to such change order. Notwithstanding the foregoing, West Goshen Authority need not await receipt of Westtown's objection to a contract change if waiting for such objection would cause contractor delays or increase contractor costs or failure to act promptly would create a risk to life, the public health, or the environment. In the event Westtown objects to any change order, West Goshen Authority shall nonetheless have full and complete authority to approve the change order in its reasonable discretion notwithstanding the objection, and Westtown shall have the right to dispute its proportional share of the cost of the change order for sound engineering reasons. In the event Westtown and West Goshen Authority cannot otherwise promptly resolve the dispute, such dispute shall be submitted within ten (10) days of the time any party requests mediation to a Pennsylvania licensed professional engineer appointed by a method agreed upon by Westtown and West Goshen Authority. The decision of the engineer so chosen shall be rendered within twenty (20) days and shall be binding. The fee of the engineer shall be paid by the party which does not prevail.

Section 6.07. Completion. Upon completion of construction of the Capital Improvements, West Goshen Authority shall deliver to Westtown a certificate of its Consulting Engineer stating:

(a) The fact of such completion and the date thereof, from which date any adjustments pursuant to Section 6.04 and, in particular, Section 6.04(a)(iv) hereof shall be due; and

(b) In reasonably itemized form, the actual Total Project Cost for each Capital Improvement project, the amount of any applicable insurance proceeds received or to be received and any appropriate adjustments in respect to net income.

Section 6.08. Audit. The actual Total Project Cost of any project and the records from which it is compiled may be audited by a certified public accountant selected by any party hereto at said party's own expense.

Section 6.09 Budget. The operator of the Treatment Plant shall prepare, subject to the approval of its Consulting Engineers, and furnish to Westtown by October 1 of each year, a tentative budget for the next calendar year setting forth in reasonable detail the estimated Total Cost of Operating and Maintaining the West Goshen System and Treatment Plant for such year.

Section 6.10. Billing. Bills for one-quarter (1/4) of the charges with respect to the Total Cost of Operation and Maintaining the West Goshen System and Treatment Plant, due pursuant to Section 6.02 hereof, shall be delivered by West Goshen to Westtown quarterly in January, April, July and October. If installment payments are permitted, bills for payments of capital improvements shall be delivered by West Goshen to Westtown thirty (30) days prior to the date such payments are due thereunder. The initial bill due with respect to the Total Cost of Operating and Maintaining the West Goshen System and Treatment Plant shall be delivered on the last day of January, April, July and October next succeeding the effective date of this Agreement. The bill delivered to Westtown for the first quarter of each year shall be adjusted to reflect any overpayment or underpayment made by it for the preceding calendar year. Bills for payments of capital improvement costs under Section 6.04 shall be delivered by West Goshen to Westtown thirty (30) days prior to the date such payments are due thereunder.

Section 6.11. Payment of Bills. Bills shall be payable at the office of the party submitting the bill within thirty (30) days of the date of delivery of the bill. There shall be a penalty of ten percent (10%) to bills remaining unpaid after thirty (30) days of the date of actual delivery of the bill.

ARTICLE VII

INFILTRATION, INFLOW AND INDUSTRIAL WASTES

Section 7.01. Infiltration and Inflow.

(a) Each party hereto agrees to enact, keep in force and enforce appropriate ordinances to the end that the waters or wastes discharged by any user into its Sewage System shall not contain stormwater, sump pump discharges of ground water and surface water, roof or surface drainage, or any discharges other than Sewage Wastes as herein defined.

(b) Each party agrees to use its best efforts to locate and remove excess I/I from its Sewage System.

Section 7.02. Industrial Wastes.

(a) Westtown and West Goshen shall adopt Sewer regulatory ordinances or shall amend their current ordinances to comply with the National Pretreatment Program as required by the Federal Regulations, found at 40 CFR 403, as they may be amended from time to time. Westtown shall forward to West Goshen for its review a draft of the proposed Sewer use ordinance or amendment within ninety (90) calendar days of written notice from West Goshen of final amendments to the Federal Regulations. Westtown shall adopt its Sewer use ordinance or amendments within sixty (60) days of receiving approval from West Goshen of the contents thereof.

(b) Whenever West Goshen revises its Sewer use ordinance governing industrial users and illegal discharges, it shall forward a copy of the revisions to Westtown. Westtown shall thereupon adopt amendments to its Sewer use ordinance governing industrial users that are identical in substantive content to those adopted by West Goshen. Westtown shall forward to West Goshen for its review and approval the proposed revisions within thirty (30)

days of receipt of West Goshen's revisions. Westtown shall adopt its revisions within thirty (30) days of receiving West Goshen's approval of the revisions.

(c) Westtown shall adopt Pollutant specific local limits which establish the identical Pollutant parameters that are at least as stringent as the local limits enacted by West Goshen within sixty (60) days of the date of this Agreement. If West Goshen makes any revisions or additions to its local limits, West Goshen shall forward to Westtown a copy of such revisions or additions within thirty (30) days of the enactment thereof. Westtown shall adopt any such revisions or additions within thirty (30) days of receipt thereof.

(d) Westtown shall have and retain primary jurisdiction for the issuance and enforcement of Industrial Waste Discharge Permits and for the enforcement of Pretreatment Regulations adopted pursuant to this Agreement within its territorial jurisdiction. Provided, however, Westtown may hereby designate West Goshen as their agent for purposes of the implementation and enforcement of Westtown's Sewer regulatory ordinance against industrial users located in Westtown. This authority shall authorize West Goshen's delegated performance of the following powers and duties as Westtown's authorized agent:

(i) Technical and administrative duties necessary to the implementation of the Sewer regulatory ordinance as it relates to Pretreatment Regulations and procedures;

(ii) Update of the industrial waste survey;

(iii) Issuance of permits to all industrial users required to obtain an industrial waste discharge permit, including the imposition of such conditions to which any such permit is subject;

(iv) Conduct inspections, sampling and analyses of Wastewater or other discharges to the Sewage system or the Treatment Plant, as defined in the Pretreatment Regulations;

(v) The taking of all available and appropriate enforcement action as outlined in West Goshen's enforcement response plan and provided for in Westtown's Sewer regulatory ordinance;

(vi) The taking of any emergency action necessary to stop, prevent or abate any discharge to the Sewage system or the Treatment Plant which regulatory agency's require immediate action or which threatens, presents or may present an imminent danger to health or welfare of humans, or which reasonably appears to threaten the environment, or which threatens to cause Interference, pass through or sludge contamination, or is otherwise harmful to the Treatment Plant, treatment process, or the conveyance system;

(vii) Performance of any other technical or administrative duties that West Goshen from time to time deems appropriate and necessary to implement and enforce the Pretreatment Regulations.

(e) Westtown shall reimburse West Goshen for all costs incurred by West Goshen in acting as Westtown's agent in the performance of technical and administrative functions described in paragraph (d) of this Agreement. West Goshen will submit invoices for payment by Westtown for each permit application processed and/or permit issued, including an accounting of all costs incurred by West Goshen in connection therewith. Invoices shall be due and payable within thirty (30) days of their date.

(f) Westtown shall promptly notify West Goshen of any new industries discharging into the Westtown System or any change in current industrial operations which would affect discharges into the Westtown System.

(g) Industrial Waste Discharge permits shall be issued in the name of Westtown and West Goshen. No such permit shall be issued without the prior review and approval of both municipalities duly acknowledged on the face of the permit. Prior to and as a condition of the issuance of any such permit, Westtown shall notify West Goshen in writing that Westtown:

(i) Has authorized the allocation for capacity in its sewage system for the amount of proposed industrial Wastewater discharge represented by the permit, and

(ii) Approves the industrial Wastewater discharge proposed in the permit application.

(h) (i) West Goshen is hereby authorized to bring and prosecute enforcement actions in Westtown's name to enforce the provision of the Westtown Sewer regulatory ordinance and any regulations promulgated thereunder and the Westtown Pretreatment Regulations with respect to industrial users in Westtown. Westtown agrees to reasonably cooperate in any such enforcement proceedings. West Goshen agrees to consult with Westtown prior to commencing any enforcement action in any court, whether for the prosecution of violations, or for the enforcement of the ordinance and regulations or for the recovery of fees, costs and expenses in any action at law or in equity. All reasonable and necessary costs incurred by West Goshen in any such enforcement proceeding shall be payable by Westtown, including reasonable attorney's fees.

(ii) In the event that West Goshen's legal power or authority to bring and prosecute any such enforcement action on behalf of Westtown as its agent or to perform any other delegated power hereunder as its agent is challenged or adversely determined by any court of competent jurisdiction, Westtown shall take whatever action is necessary to ensure the implementation and enforcement of its Sewer regulatory ordinance and regulations and the Pretreatment Regulations against industrial users within its jurisdiction, including but not necessarily limited to, implementing and enforcing the ordinance and regulations without the intervention of West Goshen and/or amending this Agreement to broaden or clarify West Goshen's enforcement authority.

(i) The parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 et seq.) and rules and regulations (see 40 CFR Part 403), and any amendments to the Act or regulations, but at least on or before the fifth (5th) anniversary date of this Agreement and in five (5) year increments thereafter, unless sooner required by the adoption of relevant federal, state or local statutory law or regulations.

(j) Undefined terms in Section 7.02 herein shall have the meanings and shall be construed as the terms are defined and understood in the Pretreatment Regulations governing industrial Wastewater adopted by Westtown and West Goshen. In the event of any disparity in meaning, the provisions of the West Goshen Ordinance shall control.

ARTICLE VIII

PARTICULAR SYSTEM OPERATORS' COVENANTS

Section 8.01. Covenants. Upon the execution of this Agreement, West Goshen and Westtown covenant as follows:

(a) To operate and maintain the Treatment Plant and the Sewage System it leases or owns, as the case may be, in accordance with EPA and PA DEP rules and regulations, in good repair and operating condition, and continuously to operate the same.

(b) To so operate its facilities as to prevent any sludge from collecting therein.

(c) To cause to be enacted and to be kept in force and enforced an ordinance compelling all possessors of properties which discharge directly or indirectly into the Treatment Plant to permit the entries and inspections described in Article VII and imposing a meaningful penalty for the Interference with any entry and inspection at all reasonable times.

(d) To enact Ordinances, Resolutions, Rules and Regulations and otherwise comply with the provisions of Article VII, and to vigorously enforce the provisions of same.

(e) To annually review their Sewer rate impositions for compliance with user charge guidelines and regulations established by the United States Environmental Protection Agency, and/or PA DEP to revise said rates from time to time to conform with such guidelines and regulations and to maintain such records as will document compliance therewith.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Penalty. When the average of the measured actual daily discharge from the Westtown Sewage System, for a period of thirty (30) consecutive days, exceeds its Reserved Capacity in the Treatment Plant, the operator of the Treatment Plant shall give Westtown written notice to terminate such excess discharge within ninety (90) days. If Westtown shall fail to terminate such excess discharge within the ninety (90) day period, it shall pay to the operator of the Treatment Plant into which such excess is being discharged twenty-five percent (25%) of the charges imposed pursuant to Sections 6.02 and 6.04 hereof, together with such charges, plus any

finer levied by DEP or other governmental agency due to such excess discharge, from the commencement of such excess discharge until such time as the average of the measured actual daily discharge of such party over a period of thirty (30) consecutive days is reduced below the level of said Reserved Capacity. If such excess discharge continues for more than one hundred twenty (120) days, the twenty-five percent (25%) penalty imposed hereby shall be increased to fifty percent (50%) for each day after such one hundred twentieth (120th) day.

Section 9.02. Notice of Use. West Goshen agrees to advise Westtown, in writing, the first time the flow of Sewage Wastes from its Sewage System into the Treatment Plant is approximately eighty-five percent (85%) of its Reserved Capacity.

Section 9.03. Inspection of Books and Records. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the pertinent books and records of any other party in order to ascertain the correctness of any figures used in computing the liability of any party to any other party.

Section 9.04. Indemnification. Westtown and West Goshen (both West Goshen and West Goshen Authority), respectively, agree to indemnify and save harmless each other against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to or arising as a consequence of the negligence of any such party, its respective servants, agents or employees, and Westtown agrees to indemnify and save harmless West Goshen and West Goshen Authority for damages to the West Goshen Sewerage System and/or Treatment Plant arising from Westtown's failure to comply with the terms of this Agreement. Further, Westtown agrees to indemnify and save harmless West Goshen and West Goshen Authority against all causes of action, suits, claims, demands, losses, costs and damages, including reasonable attorney's fees, brought against West Goshen and West Goshen Authority

as a consequence of its performance of this Agreement, excepting only those arising as a consequence of West Goshen's and West Goshen Authority's negligence or actionable misconduct.

Section 9.05. Waiver of Rights. The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

Section 9.06. Modification. This writing constitutes the entire Agreement between the parties and there are no other representations or agreements, verbal or written, other than those contained herein, and the Addendum being executed by the parties on even date herewith. This Agreement may only be modified, amended or supplemented by written agreement signed by all parties hereto at the 5 year renewal period, subject to the termination terms noted in 3.01.

Section 9.07. Necessity of Permits. In the event that DEP or any other regulatory body or governmental agency shall fail, delay or refuse to issue any permits which may be necessary to accomplish the intent and purpose of this Agreement, then the parties hereto shall be relieved from further compliance with the terms of this Agreement, except for payments toward the capital improvement costs of any facilities actually being used and services actually being rendered, until such time when such permit or permits shall be issued; and then this Agreement shall become fully operative and the parties hereunder shall be bound by all the terms hereof.

Section 9.08. Force Majeure. West Goshen and Westtown Township are not responsible for non-performance of any of its obligations under this Agreement in whole or in part, if occasioned by strikes, non-delivery or delays through fire, flood, accidents, lockouts, breakdown of machinery, loss or damage in transit resulting directly or indirectly from an act of God, stoppage of labor or by action of any state, federal or other governmental or quasi-governmental

body or agency or court, or by refusal of any necessary license or permit or imposition of any governmental restriction considered to qualify as force majeure, or by any other unavoidable cause beyond West Goshen's control.

Section 9.09. Sale of Treatment Plant.

In the event West Goshen should determine to sell the Treatment Plant, the parties acknowledge and agree that the following minimum terms must be first established to consummate any sale of the Treatment Plant.

(a) The Minimum Sale Price shall meet the minimum sum total of the Engineering Consulting firm's Estimated Capital Expenses through 2020 as set forth in Exhibit A, also referred to herein as the Capital Improvements. Additional capital expenses incurred after submittal of costs to Westtown will be taken into consideration in the sale price.

(b) Westtown shall be reimbursed 100% of the allocated costs paid by Westtown for the Capital Improvements costs out of the proceeds of sale of the Treatment Plant at the time of settlement.

(c) All existing Reserved Capacity allocated to Westtown in the Treatment Plant pursuant to terms of Section 3.02(a) of the Agreement shall be guaranteed to Westtown without charge, and confirmed by the Updated Act 537 Plan required for the sale.

(d) Any assignment of West Goshen's interests under this Agreement, including sale of the Treatment Plant, shall require the prior written consent of Westtown which shall not be unreasonably withheld.

Section 9.10. Severability. Should any one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement and the remainder of this

Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not been contained herein.

Section 9.11. Meaning of Phrases. When reference is made herein to "each party" or the "respective party" or phrases of similar import, such shall refer to the particular municipality or to its municipality authority, as appropriate under the current circumstances.

Section 9.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be properly executed by the parties hereto and all of which shall be regarded for all purposes as one original and all of which shall constitute and be but one and the same.

Section 9.13. Addresses. Whenever a notice is required to be given in writing by mail, the following addresses shall be used unless a different address is specifically called for:

NAME	ADDRESS
West Goshen Sewer Authority	Township Building 1025 Paoli Pike West Chester, PA 19380
Township of West Goshen	Township Building 1025 Paoli Pike West Chester, PA 19380
Township of Westtown	Westtown Township P.O. Box 79 Westtown, PA 19395

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

[SIGNATURES APPEAR ON NEXT PAGE]

ATTEST:

WEST GOSHEN SEWER AUTHORITY

Secretary
(SEAL)

By: _____
Chairman

ATTEST:

TOWNSHIP OF WEST GOSHEN

Secretary
(SEAL)

By: _____
Chairman

ATTEST:

TOWNSHIP OF WESTTOWN

Secretary
(SEAL)

By: _____
Chairman

EXHIBIT A

EXHIBIT B

[Being Westtown Areas A, B & C and Points of Connection]

1140 N. PROVIDENCE ROAD
MEDIA, PENNSYLVANIA 19063
TEL: 610.566.7044
FAX: 610.566.3258

June 19, 2019

Mr. Rob Pingar
Township Manager
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Oakbourne Mansion Exterior Repairs
1014 S. Concord Rd. West Chester, PA 19382**

Dear Rob,

As you are aware, Linn Architects was retained to design the exterior repair work needed for the Oakbourne Mansion. With the design complete, we placed the plans out to bid on Friday, May 17, 2019. Bid proposals were requested via print ad in the Daily Local on Friday, May 17, 2019 and Wednesday, May 22, 2019. During the bidding process we held a pre-bid meeting on Friday, May 31, 2019.

During the bidding process we received interest from multiple contractors and ultimately had two bidders submit bids for exterior repairs. The bid opening was held at the Township Building on Tuesday, June 11, 2019, where we received two total bids from R.C. Legnini Company and Donald E. Reisinger.

I have included the bid tabulation sheet for your reference with this letter. I have reviewed the bid packages for completeness with the bid specifications as well as the Second Class Township code. It is my recommendation that the Township awards a contract for the exterior repairs at Oakbourne Mansion as follows:

1. R.C. Legnini Company, Inc.

Bid Package No. 1 – Mansion Exterior Repairs: \$162,035.00

Bid Package No. 2 – Mansion Exterior Painting: \$91,154.00

Bid Package No. 3 – Mansion Porch: \$60,157.00

Alternate A – Carriage House Paint & Door Repair: \$13,361.25

Alternate B – Carriage House Door Repair: \$22,784.38

Alternate C – Carriage House Cornice Repair: \$3,244.44

Total Bid - \$352,736.07

Feel free to contact me if you have any questions or concerns.

Respectfully submitted,

A handwritten signature in cursive script that reads "Michael J. Cosentino".

Michael Cosentino, RA
Architect/Senior Partner

MJC

1140 N. PROVIDENCE ROAD
MEDIA, PENNSYLVANIA 19063
TEL: 610.566.7044
FAX: 610.566.3258

June 19, 2019

Mr. Rob Pingar
Township Manager
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Architectural Services
 Oakbourne Mansion Exterior Repairs**

PROPOSAL

Linn Architects is pleased to provide Architectural services for the construction administration for the above referenced project. Linn Architects will provide these services thru completion of construction of the project based on the following budget estimates:

Architectural:

1. Bi-Weekly (6) Site Meetings *\$ 4,590.00
 (Site meetings to include 3 hours of time for both John and Alex)
2. Payment Applications & Submittals..... \$ 4,140.00

Total Architectural\$8,730.00

*site meetings will be billed at \$ 765.00/ meeting

Not Included

- Site/Civil Engineering involvement
- Mechanical, Electrical or Plumbing Engineering
- Structural Engineering
- Identification or mitigation of hazardous materials

Reimbursables

In addition to the fees above, the following will be reimbursed at cost plus a 10% markup for overhead and handling.

- 1) Printing/reproduction costs
- 2) Express mail
- 3) Mileage

We look forward to continuing to work with Westtown Township. Should you have any questions please feel free to contact me.

Respectfully submitted,

Michael J. Cosentino, RA



Architect/Senior Project Manager
MJC

Accepted by:
For Westtown Township

Name Printed

Title

Signature

Date

ORDINANCE NO. 2019-06

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE AMENDING CHAPTER 170, ZONING, OF THE CODE OF WESTTOWN TOWNSHIP, SECTION 170-1514.D(5)(e)[6][a], BY PERMITTING A MAXIMUM OF 30 LIGHTED EVENTS PER CALANDER YEAR ON ONE SCHOOL CAMPUS WHERE PERMANENT LIGHTING IS PERMITTED

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania that the Code of Westtown Township, as amended, be amended to permit 30 events for which outdoor lighting may be used per academic year as follows:

SECTION 1. Section 170-1514.D(5)(e)[6][a] of the Zoning Chapter of the Westtown Township Code (“Code”) shall be amended to read as follows:

- [a] A maximum of 30 lighted events per calendar year will be permitted on any one campus where permanent lighting is provided. Up to three additional lighted events shall be permitted each year for playoffs or championship games not part of the regular schedule of events.

SECTION 2. SEVERABILITY. If any sentence, clause or section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or validity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors of Westtown Township that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section or part thereof not been included herein.

SECTION 3. REPEALER. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 4. EFFECTIVE DATE. This Ordinance will be effective five (5) days after enactment.

ENACTED AND ORDAINED this _____ day of _____, 2019.

ATTEST:

**BOARD OF SUPERVISORS
WESTTOWN TOWNSHIP**

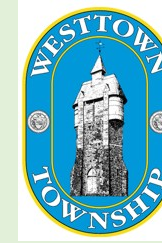
Secretary

Scott E. Yaw, Chair

Mike T. Di Domenico, Vice Chair

Carol R. De Wolf, Police Commissioner

DRAFT



The West Chester Area Council of Governments (COG) cordially invites you to a
Public Workshop on Regional Energy Planning in the Greater West Chester Area

COG has set an ambitious goal: 100% renewable electricity by 2035 and 100% renewable energy by 2050

We need public input to make this goal a reality!

Attendees are invited to provide feedback to the local municipalities and Cadmus, a consulting firm specializing in regional energy planning

West Whiteland Township Building, 101 Commerce Drive, Exton, PA 19341
Thursday, July 11, 2019 from 6pm to 8pm



Check Register

Westtown Township

28-Jun-19

From: 18-Jun-19 To: 01-Jul-19

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15002	6/18/2019	674	Battavio Plumbing & Heating	\$930.81	O
15003	6/18/2019	6958	Capital One Bank	\$85,765.15	O
15004	6/18/2019	1082	ELEANOR J. SCHWANDT, R	\$187.00	O
15005	6/18/2019	5562	Robert E. Little, Inc.	\$71.58	O
15006	6/18/2019	405876	Consolidated Vendor	\$318.90	O
15007	6/18/2019	6451	Yale Electric Supply CO	\$1,777.40	O
15012	6/25/2019	405540	Albert Federico Consulting, LL	\$1,187.50	O
15013	6/25/2019	222	Brandywine Valley SPCA	\$43.70	O
15014	6/25/2019	6038	Cedarville Engineering Group	\$7,294.72	O
15015	6/25/2019	58	East Goshen Township	\$10,241.95	O
15016	6/25/2019	1082	ELEANOR J. SCHWANDT, R	\$1,284.00	O
15017	6/25/2019	1206	Freedom Systems Corporation	\$945.00	O
15018	6/25/2019	31	Gawthrop Greenwood, Attorn	\$17,712.64	O
15019	6/25/2019	751	General Code	\$1,195.00	O
15020	6/25/2019	5507	Karen Marshall	\$62.94	O
15021	6/25/2019	1061	McCormick Taylor	\$9,322.58	O
15022	6/25/2019	5954	Pamela Coleman	\$97.43	O
15023	6/25/2019	405837	Romasco Masonry	\$2,900.00	O
15024	6/25/2019	885	Ronald M. Agulnick, Attorney	\$3,800.00	O
15025	6/25/2019	7327	Scott E Yaw	\$175.35	O
15026	6/25/2019	1069	The Lukens Band, Inc.	\$450.00	O
15027	6/25/2019	996	THE PROTECTION BUREAU	\$1,378.60	O
15028	6/25/2019	980	USPS- Postmaster	\$1,382.40	O
15029	6/25/2019	7	Westtown-East Goshen PD	\$214,864.49	O
15030	6/27/2019	960	CONTRACTORS CHOICE	\$30.98	O
15031	6/27/2019	48	H. A. Weigand Inc	\$175.35	O
15032	6/27/2019	405705	Krapf Coaches	\$450.00	O
15033	6/27/2019	405881	Parish Hall Kitchen	\$150.00	O
15034	6/27/2019	980	USPS- Postmaster	\$1,601.91	O
Bank Total:				\$365,797.38	
Bank Account: 8 WASTEWATER FUND					
3343	6/18/2019	405875	KBX Golden, LLC	\$289,639.80	O
3344	6/19/2019	5666	M&B Environmental, Inc.	\$2,719.35	O
3345	6/19/2019	1196	McGovern, Inc.	\$3,272.50	O
3346	6/19/2019	862	Pipe Xpress, Inc.	\$85.96	O
3347	6/19/2019	7205	Timothy F. Sullivan	\$3,350.00	O
3348	6/26/2019	6468	Carroll Engineering Corp	\$7,756.60	O
3349	6/26/2019	58	East Goshen Township	\$965.32	O

Check Register**Westtown Township**

28-Jun-19

From: 18-Jun-19 To: 01-Jul-19

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
3350	6/26/2019	1196	McGovern, Inc.	\$1,664.00	O
3351	6/26/2019	1196	McGovern, Inc.	\$1,664.00	O
3352	6/26/2019	1164	Univar USA, Inc.	\$5,447.12	O
3353	6/26/2019	967	USABlueBook	\$60.90	O
			Bank Total:	\$316,625.55	
Bank Account: 18 CAPITAL PROJECTS FUND					
1172	6/26/2019	6468	Carroll Engineering Corp	\$19,683.97	O
1173	6/26/2019	6995	Ferguson Enterprises Inc #50	\$217.77	O
1174	6/26/2019	7234	Linn Architects	\$1,000.00	O
			Bank Total:	\$20,901.74	
			Total Of Checks:	\$703,324.67	