

WESTTOWN TOWNSHIP

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

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

www.westtownpa.org

AGENDA Westtown Township Board of Supervisors Workshop

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

Tuesday, February 18, 2020

6:00 pm

- 1. Oakbourne Park Athletic Fields, DRAFT Lease Agreements for West Chester United Soccer Club and East Side Little League**
- 2. Ordinance 2019-02, Alarm Systems Ordinance Amendment**
- 3. Resolution 2020-04, False Alarm Fee Schedule**
- 4. Board and Commission Appointments**
- 5. Executive Session**

BASEBALL FIELD USE AND MAINTENANCE AGREEMENT

This **BASEBALL FIELD USE AND MAINTENANCE AGREEMENT** (“Agreement”) is made as of _____, 2020, by and between **Westtown Township**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (“Township”) and **East Side Little League of West Chester**, a Pennsylvania non-profit organization (“ESLL”).

Background

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

WHEREAS, pursuant to the Use and Maintenance Agreement dated November 25, 2009, the Township agreed to allow ESLL to use the Baseball Fields on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2009 Agreement expired at the conclusion of ESLL’s 2019 season; and

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

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

I. Recitals

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

II. Description of Baseball Fields and Facilities

- a) Little League field (60’-70’ base path); improved with backstop, fencing, two ground level dugouts, wood bleachers, and storage chest.
- b) Major League size field (90’ base path); improved with backstop, fencing, two ground level dugouts, storage chest, and metal bleachers.
- c) Two batting cages.
- d) Storage shed.

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

III. Use of Baseball Fields

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

- a) ESLL shall submit a preliminary season schedule not later than February 15 each year of the term of this Agreement (“Season Schedule”) for approval by the Township. Additionally, ESLL shall submit to the Township a master schedule for field use (“Master Schedule”) as soon as said schedule has been completed by ESLL, but in no event later than May 1 each year of the term of this Agreement.
- b) ESLL shall submit an annual report to the Township by September 30th of each year listing the number of participants and the municipality in which the participants reside. The annual report will also list any outside organizations ESLL permits to use the Baseball Fields.
- c) ESLL shall be permitted to use the Baseball Fields: Monday through Friday between 4:00 p.m. and dusk; on Saturdays between 8:00 a.m. and dusk; and on Sundays between 10:00 a.m. and dusk.
- d) ESLL shall have priority rights, based upon the Season Schedule subject to modification by the Master Schedule, to use the Baseball Fields for its games and practices scheduled between March 1 and October 31 of each year during the term of this Agreement.
- e) After consultation with and approval by the Township, other entities or organizations may use the Baseball Fields at any time during the term of this Agreement when ESLL’s games and/or practices are not scheduled for the fields. The Township shall attempt to coordinate activities among users of the Property and the area immediately around the Property, and shall make a good faith effort to provide that ESLL’s games and practice schedule will not be disrupted by other users.
- f) Organizations other than ESLL will be permitted to use the Baseball Fields on the following conditions:
 - i. Use of the Baseball Fields by such other organizations shall not conflict with ESLL’s scheduled use of the Baseball Fields;
 - ii. Such other organizations shall be responsible for reimbursing ESLL for the costs incurred by ESLL in the maintenance of the Baseball Fields at the rate of \$100.00 per day, per field;
 - iii. Such other organizations must comply with all Township rules and regulations pertaining to Oakbourne Park including, without limitation, the insurance and indemnity provisions as are more fully set forth in Section **VIII** hereof;

- iv. Such other organizations shall name ESLL as an additional insured under the insurance policy or policies required by Section **VIII** hereof; and
- v. Such other organizations shall indemnify ESLL to the same extent that ESLL has indemnified the Township in Section **VIII(d)** hereof.

IV. Conditions of Use

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

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

V. Field Maintenance

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

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

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

VI. Term of Agreement

This Agreement shall be for a period of five (5) years commencing on March 1, 2020 and ending on December 31, 2024, unless terminated at an earlier date for ESLL's non-compliance with the terms of this Agreement.

VII. Fee

ESLL will pay a usage fee of fifteen thousand dollars (\$15,000.00) to the Township for the Agreement period of five (5) years. The Fee shall be paid in five (5) equal installments of three thousand dollars (\$3,000.00) per year due by March 1, 2020 and the same date thereafter for the term of this Agreement.

VIII. Insurance and Indemnity

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

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

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

IX. Notices

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

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

If to the Township:

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

If to the League:

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

X. Termination

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

XI. Laws and Governmental Regulations

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

XII. Invalidity

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

XIII. Authority

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

XIV. Successors and Assigns

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

XV. Entire Agreement

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

XVI. Prior Agreements

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

XVII. Governing Law

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

XVIII. Counterparts

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

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

WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS

BY: _____
Richard Pomerantz

ATTEST: BY: _____
Carol De Wolf

Robert Pingar, Township Manager BY: _____
Scott Yaw

ATTEST: EAST SIDE LITTLE LEAGUE OF
WEST CHESTER

BY: _____
Matt Pusey, President



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FIELD USE AND MAINTENANCE AGREEMENT

This **FIELD USE AND MAINTENANCE AGREEMENT** (“Agreement”) is made as of _____, 2020, by and between **Westtown Township**, a Township of the Second Class organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (“Township”) and **West Chester United Soccer Club/Penn Fusion Soccer Academy**, a Pennsylvania non-profit organization (“WCUSC”).

Background

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

WHEREAS, pursuant to the Contract dated January 12, 2014, the Township agreed to allow WCUSC to use the Field on and subject to the terms and conditions set forth therein; and

WHEREAS, the 2014 Agreement expired at the conclusion of WCUSC’s 2019 season; and

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

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

- I. Recitals**
The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety.
- II. Description of Field**
Unfenced, multi-purpose 4.25 acre field currently used for soccer.
- III. Use of Field**
WCUSC shall have the non-exclusive right to use the Field between March 15 and November 15 of each year during the term of this Agreement for the sole purpose of conducting soccer games and practices, provided that WCUSC abides by the following rules and regulations:

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

IV. Conditions of Use

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

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

V. Field Maintenance

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

- a) WCUSC shall maintain the Field, goals and nets, storage, fencing along South Concord Road, and grass banks in a good, safe, and presentable condition.
- b) WCUSC shall mow, seed, fertilize, lime, and provide any other field maintenance deemed necessary by the Township between March 1 and November 15 of each year during the term of this Agreement. In addition to the maintenance of the Field,

WCUSC shall be responsible for the mowing and maintenance of the area surrounding the Field and the fencing along South Concord Road. This area is as designated in Exhibit A (maintenance area is encircled in orange). **Mowing must be performed weekly during the growing season (April 15 – October 31).**

- c) Subject to the provisions of paragraph V(g) hereof, the Township acknowledges and agrees that storage, goals and nets, fencing along South Concord Road, and other such improvements as may be made in the future by WCUSC shall not be considered fixtures on the land and shall remain the property of WCUSC.
- d) WCUSC shall provide trash and recycling containers for the Field and shall pick up litter and other debris after each activity, and dispose in Township provided dumpster in the parking lot.
- e) WCUSC shall abide by the rules and regulations relating to park use promulgated by the Township Board of Supervisors.
- f) All materials and improvements which may be provided by WCUSC are subject to Township approval.
- g) If WCUSC abandons the Field during or at the end of the term of this Agreement, WCUSC hereby offers to dedicate to the Township all physical equipment associated with the Field.
- h) WCUSC shall have no right to construct structures, buildings, or other improvements on the Township's land without the Township's prior written approval. The Township shall have no liability for any costs or expenses in connection with the construction of improvements by WCUSC at the site of the Field.
- i) In the event WCUSC fails to adequately maintain the premises, keep the premises clean and orderly, or otherwise fails to maintain the premises in a condition required by the Township, the Township has the right to correct any deficiency. If the Township incurs any damages in doing so, WCUSC shall promptly pay said damages to Township and reimburse Township for all costs incurred.

VI. Term of Agreement

This Agreement shall be for a period of five (5) years commencing on March 15, 2020 and ending on December 31, 2024, unless terminated at an earlier date for WCUSC's non-compliance with the terms of this Agreement.

VII. Fee

WCUSC will pay a usage fee of fifteen thousand dollars (\$15,000.00) to the Township for the Agreement period of five (5) years. The Fee shall be paid in five (5) equal installments of three thousand dollars (\$3,000.00) per year due by March 15, 2020 and the same date thereafter for the term of this Agreement.

VIII. Insurance and Indemnity

- a) Property and Personal Injury Liability Insurance.** At all times during the term of this Agreement, WCUSC shall maintain, at its sole cost, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, and property damages arising from the use, occupancy, disuse, or condition of the subject land and improvements and adjoining areas. The insurance shall be carried by an insurance company or companies authorized to transact business in Pennsylvania, selected by WCUSC and approved by Township. In addition, the following conditions shall be met:
- i.** The insurance provided pursuant to this Paragraph **VIII(a)** shall be: in an amount not less than One Million Dollars (\$1,000,000) for property damage; in an amount not less than One Million Dollars (\$1,000,000) for one person for bodily injury; and in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate for one accident for personal injury.
 - ii.** The insurance shall be maintained for the mutual benefit of Township and WCUSC and any successors and assigns of this Agreement. The insurance policy or policies shall name both Township and WCUSC as insured.
 - iii.** The amounts of the insurance shall be increased as Township may reasonably require from time to time to account for inflation or generally increased insurance settlements or jury verdicts.
- b) Workers' Compensation Insurance.** To the extent that WCUSC has any employees or relationships with any other parties for whom or which WCUSC is required under applicable law to provide workers' compensation benefits, WCUSC shall obtain, and shall maintain in force during the term of this Agreement, Workers' Compensation insurance in the statutory minimum levels allowed in the Commonwealth of Pennsylvania.
- c) Certificates of Insurance.** Concurrently with the execution of the Agreement, WCUSC shall furnish Township with certificates of all insurance required by this section. WCUSC agrees that if it does not keep this insurance in full force and effect during the entire term of the Agreement, Township shall notify WCUSC of this failure and, if WCUSC does not deliver to Township certificates showing all of the required insurance to be in full force and effect within forty-five (45) days after said notice, Township may terminate the Agreement in accordance with Section **X** hereof.
- d) Indemnification of Township.** Township shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the subject land or improvements or caused by any defect in any building, structure, equipment, facility, or other improvement on the subject land, or caused by or arising from any act or omission of WCUSC, or any of its agents, employees, volunteers, licensees, or invitees, or by or from any accident, fire, or other casualty on the land or occasioned by the failure of WCUSC to maintain the premises in safe condition.

WCUSC waives all claims and demands on its behalf against Township for any loss, damage, or injury and agrees to indemnify and hold Township entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons relating to WCUSC's games and practices or to any other activities of WCUSC on the subject land, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury caused other than by the negligent or intentional act or omission of Township.

IX. Notices

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

If to the Township:

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

If to the Club:

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

X. Termination

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

XI. Laws and Governmental Regulations

WCUSC shall promptly comply with all laws and ordinances and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("legal requirements") throughout the term of this Agreement, and without cost to Township. WCUSC shall

promptly comply with these legal requirements whether they are foreseen or unforeseen or ordinary or extraordinary.

XII. Invalidity

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

XIII. Authority

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

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

XIV. Successors and Assigns

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

XV. Entire Agreement

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

XVI. Prior Agreements

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

XVII. Governing Law

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

XVIII. Counterparts

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

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

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

BY: _____
Richard Pomerantz

ATTEST:

BY: _____
Carol De Wolf

Robert Pingar, Township Manager

BY: _____
Scott Yaw

ATTEST:

WEST CHESTER UNITED SOCCER CLUB

BY: _____
Daniel Kennedy, President



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ORDINANCE NO. 2020-02

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF WESTTOWN TOWNSHIP TO MODIFY CHAPTER 45, ALARM SYSTEMS, OF THE CODE OF WESTTOWN TOWNSHIP.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that certain provisions of Chapter 45, Alarm Systems, of the Code of Westtown Township, as amended, be amended as follows:

SECTION 1. Chapter 45, Alarm Systems, §45-2, Definitions, shall be amended to read as follows:

False Alarm An alarm received by Chester County 911 activated by inadvertence, negligence, or an unintentional act, including the malfunction of the alarm system; the intentional activation of a hold-up alarm for other than a hold-up in progress; the intentional activation of a burglary alarm for other than a burglary in progress; or the intentional activation of a medical alarm for other than a medical emergency. A false alarm shall not include alarms which are activated as a result of acts of God, such as earthquakes, floods, windstorms, thunder or lightning, or as a result of the testing or repairing of telephone or electrical lines or equipment outside of the premises.

False Fire Alarm An alarm received by Chester County 911 activated by inadvertence, negligence, or an unintentional act, including the malfunction of the fire alarm system; the activation of a fire alarm for other than an actual fire. A false fire alarm shall not include alarms which are activated as a result of acts of God, such as earthquakes, floods, windstorms, thunder or lightning, or as a result of the testing or repairing of telephone or electrical lines or equipment outside of the premises.

SECTION 2. Chapter 45, Alarm Systems, §45-6, Disconnection due to malfunctioning, Paragraph C, shall be amended to read as follows:

C. For purposes of this provision, two or more false alarms or false fire alarms within any thirty-day period shall be sufficient evidence for the Township to determine that the alarm system is malfunctioning.

SECTION 3. Chapter 45, Alarm Systems, §45-11, False alarm fee schedule, Paragraphs A, B and C, shall be amended to read as follows:

§45-11 False alarm and false fire alarm fee schedule.

- A. For the purpose of defraying the costs to the Police Department and/or Fire Department for responding to false alarms and false fire alarms, a false alarm and false fire alarm fee schedule shall be established by the Board of Supervisors by resolution from time to time. The owner, lessee or user of any alarm system shall be bound by the terms of this chapter, including the payment of false alarm and false fire alarm fees.
- B. False alarm and false fire alarm fees shall be charged based upon the number of false alarms or false fire alarms, respectively, occurring per rolling twelve-month period (i.e., with respect to any date of determination, the month most recently ended and the eleven (11) immediately preceding months for which, in each case, false alarm and/or false fire alarm records are available, considered as a single period).
- C. Each such payment provided for in this section shall be a civil claim by the Township and is in addition to and shall not affect the penalty provisions prescribed in §45-12.

SECTION 4. Chapter 45, Alarm Systems, §45-12, Violations and penalties, shall be amended to read as follows:

- A. Any person who violates any provision of this chapter shall, upon conviction thereof in a summary proceeding brought before the District Justice, be guilty of a summary criminal offense and shall be subject to the payment of a fine in an amount not more than \$1,000, plus the costs of prosecution. Upon default payment hereof, the defendant may be sentenced to imprisonment in the county prison for a period of not more than 30 days. Each section or provision of this chapter that is violated shall constitute a separate offense and each day or portion thereof in which a violation of this chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not more than \$1,000 plus the costs of prosecution, and upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term of not more than 30 days.
- B. Any person found guilty of misuse, false activation or continual accidental activation of an automatic protection device shall be liable for a fine of not more than one thousand dollars (\$1,000.00), plus the costs of prosecution, for each and every such activation. Such fine and costs shall be collectible before any District Justice as like fines and penalties are now by law collectible.

SECTION 5. 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 6. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

SECTION 7. This Ordinance will be effective five (5) days after enactment.

ENACTED AND ORDAINED this _____ day of _____, 2020

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Richard Pomerantz, Chair

Carol De Wolf, Vice Chair

Scott E. Yaw, Police Commissioner

Attest:

Robert R. Pingar, Secretary

RESOLUTION 2020-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA,
ESTABLISHING A FEE SCHEDULE FOR
FALSE ALARMS AND FALSE FIRE ALARMS.**

WHEREAS, pursuant to Ordinance 2020-02, the Board of Supervisors may establish a false alarm and false fire alarm fee schedule from time to time by resolution; and

WHEREAS, the Board of Supervisors now wishes to establish a false alarm and false fire alarm fee schedule to be assessed pursuant to Chapter 45, Alarm Systems, of the Code of the Township of Westtown.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Westtown Township that, effective _____, fees for false alarms and false fire alarms shall be assessed as follows:

Number of False Alarms	Non-fire (residential)	Non-fire (commercial)
1	Warning	Warning
2	Warning	Warning
3	\$75	\$600
4	\$100	\$600
5	\$125	\$600
6	\$150	\$600
7	\$175	\$600

Number of False Fire Alarms	Fire (residential)	Fire (commercial)
1	Warning	Warning
2	Warning	Warning
3	\$150	\$600
4	\$200	\$600
5	\$250	\$600
6	\$300	\$600
7	\$350	\$600

ADOPTED as Resolution this ____ day of _____, 2020.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Richard Pomerantz, Chair

Carol De Wolf, Vice Chair

Scott E. Yaw, Police Commissioner

Attest:

Robert R. Pingar, Secretary