

WESTTOWN TOWNSHIP

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

Post Office Box 79
Westtown, PA 19395
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www.westtownpa.org

AGENDA Westtown Township Board of Supervisors Regular Meeting (Virtual via Zoom) Monday, November 16, 2020 - 7:30 PM

- I. **Call to Order & Pledge of Allegiance**
- II. **Introduction of Township Manager, Jon Altshul**
- III. **Approval of Board of Supervisors Meeting Minutes – November 2, 2020**
- IV. **Announce Board of Supervisors Executive Session(s)**
- V. **Summary of Board of Supervisors Workshop – November 16, 2020**
 - A. Stokes Property Sketch Plan Review
 - B. 2021 Township Budget
- VI. **Departmental Reports**
 - A. Westtown East Goshen Police – Chief Brenda Bernot
 - B. Planning Commission – Steve Rodia/Tom Sennett
 - C. Township Manager – Jon Altshul
- VII. **Public Comment (Non-Agenda Items)**
- VIII. **Old Business**
 - A. Ordinance 2020-04 Sign Ordinance Amendment – Adoption
 - B. Ordinance 2020-05 Pension Plan Ordinance – Adoption
 - C. Oakbourne Mansion Exterior Restoration Phase II – Payment Request #2
 - D. 2020 Road Program – Change Order & Payment Request #1/Final
- IX. **New Business**
 - A. Ordinance 2020-06 Amending Traffic Regulations – Authorize Advertisement
 - B. 2021 Township Budget - Authorize Advertisement
 - C. Consider MS4 Permit Support Services Proposal from CEG
 - D. Consider Sage Road Basin Retrofit Design Proposal from CEG
- X. **Announcements**
 - A. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use (virtual meetings via Zoom Platform)
 - Hearing #6 – Tuesday, November 17, 2020 at 7:00PM
 - Hearing #7 – Wednesday, December 16, 2020 at 7:00PM
 - Hearing #8 – Tuesday, January 26, 2021 at 7:00PM
 - B. Thanksgiving Office Closure – Thursday, November 26 and Friday, November 27
- XI. **Public Comment (All Topics)**
- XII. **Payment of Bills**
- XIII. **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
(Virtual meeting via Zoom)

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown
Monday, November 2, 2020 at 7:30 PM

Present virtually were: Chair Dick Pomerantz, Vice Chair Carol De Wolf, Police Commissioner Scott Yaw, Director of Public Works Mark Gross, Director of Finance Joanne Grube, Executive Secretary Pam Coleman, Historical Commissioner Erica Reilly, Planning Commissioners Jack Embick and Kevin Flynn, and Township Solicitor Pat McKenna. Six guests called in to participate in this virtual meeting.

I. Pledge of Allegiance & Call to Order

This meeting was held remotely due to the Coronavirus pandemic. Mr. McKenna provided the meeting instructions. Mr. Pomerantz called the meeting to order at 7:32 PM, and led the Pledge of Allegiance.

II. Approval of Minutes (October 19, 2020)

Ms. DeWolf made a motion to approve the October 19, 2020 Board of Supervisors meeting minutes. Mr. Pomerantz seconded the motion. There was no public comment, and the motion was approved 2-0, with Mr. Yaw abstaining because he was not present.

III. Board of Supervisors Executive Sessions

Mr. Pomerantz reported that the Board held an Executive Session on October 29 and this evening, both regarding personnel.

IV. Summary of Board of Supervisors Workshop – November 2

Mr. Pomerantz reported that the planners working on the Oakbourne Park Master Plan provided an update on their efforts. Mr. Pomerantz invited residents to participate in the planning process by attending the next public input meeting on November 10, and completing the online survey. The survey link is available on the township website.

V. Departmental Reports

A. Public Works – Mark Gross

Mr. Gross stated there were no significant weather events or infrastructure issues in October. On a routine inspection of the Aqua water main replacement project in Pleasant Grove, Mr. Gross stated that he observed inadequate compacting. He contacted Aqua and the contractor to address the issue. Phase II of the Oakborne Exterior Restoration project is wrapping up, with no change orders on that project. In the Penn Wood Open space, the road crew replaced a deteriorated stream pipe.

Mr. Gross stated that issues with truck traffic on W. Pleasant Grove Road have been exacerbated by the current detour for the PennDOT culvert replacement on Rt. 926. The Township is drafting an ordinance to restrict truck traffic. The ordinance will be on the Board's November 16 agenda to authorize advertising, for adoption at the December 7 meeting.

Mr. Gross stated that the Township had to buy salt to satisfy last year's contract, and will have to pay a storage fee for about 250 tons. Future projects include winterizing the trucks for snow and ice preparation.

Mr. Yaw asked if the Township is anticipating any reimbursements from Aqua for road restoration after water main replacement in 2021. Mr. Gross stated that the other half of Shiloh Road will be done in 2021.

B. Historical Commission (HC) – Erica Reilly

Ms. Reilly stated that the HC is trying to get the Historical Resources Listing updated. Mr. McKenna stated that he would follow up with Mila Robinson on the status of that endeavor. Ms. Reilly asked Mr. McKenna if there were any updates on the Shiloh Road abandoned AME cemetery. Mr. McKenna stated that he reached out to the property owner's attorney, and confirmed that there is still some interest in working with the Township. Mr. McKenna stated that it is really up to the Board to decide if, and how, they want to proceed with this property. Ms. Reilly stated that West Chester University Archaeology students continue to research the Huey ruins. Ms. Reilly stated that the HC would also like to have an interpretive sign placed at the gatehouse, which was formerly a schoolhouse.

There were no questions or comments.

C. Planning Commission – Kevin Flynn/Jack Embick

Mr. Embick reported that at their October 21 meeting, the PC heard from Holly Maultz (917 Hummingbird Lane) regarding an Accessory Dwelling Unit (ADU). Her primary dwelling was contaminated by a leaking oil tank, and she was seeking guidance from the PC on her options. Ms. Maultz has not submitted a formal ADU application.

The PC also continued their discussion on modifications to the Township's existing ordinance regarding the Keeping of Animals (§170-1516) or "dog ordinance." Township planning consultant, John Snook, was present at the PC meeting to assist with the discussion. The PC also received input from the American Kennel Club and other dog organizations.

There were no questions or comments.

D. Township Solicitor – Patrick McKenna

Mr. McKenna reported that his office reviewed the truck restriction ordinance for W. Pleasant Grove Road, and finalized the Pension Plan Ordinance. He also assisted with zoning interpretations and enforcement matters, and continued work on the Toll Brothers/Crebilly Farm II Conditional Use application. He assisted with enforcement and resolution of the Quaker Ice Rink noise issue, and continued to work on the project closeout for Rustin Walk.

There were no questions or comments.

VI. Public Comment (Non-Agenda Items)

Jack Embick (189 Pheasant Run Road) expressed frustration over the inability to see the Oakbourne Park Master Plan slides presented in the workshop session. Ms. De Wolf stated that the full presentation will be made to the public at the upcoming Master Plan Study Public Input meeting on November 10. Mr. Embick also asked about the status of the Veteran's Memorial at Oakbourne Park, as it was not mentioned in the park plan. Ms. De Wolf said that the Board is considering alternate sites. Mr. Embick stated that he thought Oakbourne Park is the best location.

There were no other comments.

VII. Old Business

A. Re-Adoption of Malvern School Sewer Easement

Mr. Pomerantz stated that at the October 5th, 2020 Board meeting, the Sanitary Sewer Easement for Malvern School was adopted. Prior to final execution and recording of the document, a minor plan revision was noted and corrected. This sewer easement is being adjusted to allow for placement of a guide rail on the Route 202 frontage. Malvern School proposed the relocation of the easement, absent any impact on the functioning of the system. Malvern School will construct,

and be responsible for, the guide rail to be situated on its property. This easement also allows the school sign to be placed outside of the easement.

Ms. De Wolf made a motion to approve the revised Malvern School Sewer Easement. Mr. Yaw seconded the motion. There were no questions, and the motion was unanimously approved.

VIII. New Business

A. **Ordinance 2020-05 Pension Plan – Authorization to Advertise**

Mr. Pomerantz explained that the Pennsylvania Municipal Retirement System (PMRS) is changing all retirement plans to new IRS-approved plan documents in order to ensure favorable tax treatment to both PMRS served municipalities and PMRS members. This tax qualified plan will greatly assist the municipality in the event of an IRS pension audit. The new plan allows the municipality to review plan changes and select options not previously available. This ordinance has been approved by both PMRS legal and the Township Solicitor.

Ms. De Wolf made a motion to authorize advertisement of Ordinance 2020-05 regarding Pensions. Mr. Yaw seconded the motion. There were no questions, and the motion was unanimously approved.

IX. Announcements

Mr. Pomerantz made the following announcements:

A. **Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearings**

(virtual public meetings via Zoom).

Hearing #6 – Tuesday, November 17, 2020 at 7:00PM

Hearing #7 – Wednesday, December 16, 2020 at 7:00PM

Hearing #8 – Tuesday, January 26, 2021 at 7:00PM

B. Zoning Hearing Board (ZHB) Alternate Vacancy – The ZHB alternate is called upon to participate in and vote on matters that fall under the responsibility of the ZHB when a regular member is unable to do so. You must be a resident of Westtown, cannot hold any other office in the Township, and cannot be related to any current Township employee. Applicants must also be in good standing with all municipal bills. Anyone interested in this appointment should send a cover letter and resume to administration@westtown.org. The term for this appointment will expire on December 31, 2020.

C. Westtown Township's New Township Manager First Day – Jon Altshul will start at Westtown Township on November 9. Jon has been the Assistant Manager at East Goshen Township.

D. New Township Manager's Formal Introduction – Mr. Pomerantz stated that Mr. Altshul will formally introduce himself at the November 16, 2020 Board of Supervisors Meeting.

X. Public Comment on All Topics

Kevin Flynn (Planning Commissioner, 1000 Windy Knoll Road) provided additional information regarding the situation on Hummingbird Lane. Mr. Flynn stated that the PC did not ask Ms. Maultz to demolish the house. The PC commented that the longer the dwelling sat vacant with no utilities or maintenance, the harder it will be to reoccupy the house. The PC suggested to Ms. Maultz that it might make more sense to demolish her existing house and build a smaller dwelling in its place, rather than add an ADU.

Mr. Flynn asked when the Township would resume in-person meetings. Ms. De Wolf stated that COVID-19 cases are still high, and could not speculate on the timeframe for conducting meetings in person. Ms. Coleman added that under the current Governor's order, we are limited to 20% capacity, which is 18 people in the meeting room.

XI. Payment of Bills

Ms. DeWolf made a motion to approve General Fund bills in the amount of \$402,493.27, the Enterprise Fund bills in the amount of \$11,379.70, and the Capital Projects Fund bills in the amount of \$46,932.00 for a grand total of \$460,804.97. Mr. Yaw seconded the motion. There were no questions, and the check registers were unanimously approved.

XII. Adjournment

Ms. De Wolf made a motion to adjourn the meeting, seconded by Mr. Yaw. The meeting adjourned at 8:16 PM.

Respectfully submitted,
Pam Coleman

DRAFT

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

VIRTUAL MEETING (via Zoom Platform)
Wednesday, November 4, 2020 – 7:30PM

Present

Commissioners – All Planning Commission (PC) members were present. Also, present was Township Planner and Interim Zoning Officer Mila Robinson, and Township Consultant John Snook.

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:32 PM. Jack Embick led those present in the Pledge of Allegiance.

Adoption of Agenda (JE/SR) 6-0-1

No changes were made.

Approval of Minutes

10/21/20 meeting minutes were approved. (JE/KF) 6-0-1

Announcements

- Mila Robinson noted that the next public meeting for Oakbourne Park Master Plan is scheduled for 11/10/2020 at 7pm and encouraged everyone to attend.
- Mila Robinson reminded the PC that the BOS Crebilly/Toll Bros. CU Hearing #6 is scheduled for 11/17/20 at 7pm via ZOOM.
- Mr. Embick reminded that the survey for the Oakbourne Park Master Plan is still open and encouraged everyone who has not taken it yet to participate.
- Mr. Embick also reiterated that it was his understanding that Toll Bros. has not finished their case, and there would be additional witnesses for the hearing on 11/17/2020.

Public Comment – Non Agenda Items

None

New Business

None

Old Business

1. Dog Ordinance

John Snook summarized the proposed changes to a draft dog ordinance presented at the previous PC meeting. He recalled the discussions regarding the restriction of dogs, where the PC suggested to require the dogs to be firmly secured by means of a collar and chain unless there were posted rules in a park and other public place permitting them to be loose, but under the reasonable control of a person. He provided examples of a park and trails, where the dogs were permitted to be off leash, but still under the reasonable control of the owner. Mr. Snook pointed out that he added a definition for running at large to be defined as being upon any public highway street, alley, park, or other public or private land without the express permission of the landowner.

Mr. Embick noted that he took a quick look at the Pennsylvania Dog Law where under the running at large statute, it states that the police or other authorized agency can seize a dog

running at large and destroy it if they determine that the dog is a threat to public safety. He complimented that the changes John Snook placed into the ordinance were well tailored to the Township's needs. Mr. Snook recapped that the proposed ordinance referenced the Pennsylvania Dog Law. He also noted that the dog running at large on private land without the permission of a landowner had been clarified in the proposed language.

Mr. Snook summarized the changes regarding dogs going onto the private or public property to address owners not cleaning up after their pets. He made a clarification to what constitutes a proper disposal of dog waste.

John Snook summarized the proposed edits to violation and enforcement procedures, including separate subsections for continuous barking, violation fee structure for separate offences, and criminal enforcement proceeding reference. He noted that he would have to check with Pat McKenna, Township solicitor, regarding the inclusion of criminal proceeding language in one subsection. He clarified that the count of violations was based on owner not the number of dogs, because there might be multiple dogs causing the issues.

Mr. Embick raised a question about the phrase, "No judgement shall be imposed until the date of the determination of a violation by the district justice," in the violation and enforcement provisions. He expressed confusion as to what that meant and asked Mr. Snook to clarify with Mr. McKenna if that was necessarily to include.

Motion to forward the draft proposal for the changes to Chapter 49, Animals, of the Westtown Township Code provided that the consultation of John Snook and Pat McKenna do not result in any material or significant changes to the draft to the Board of Supervisors (BOS) for review and approval. (JE/KF) 6-0-1

2. Review of Stormwater, Zoning, & SALDO Proposed Changes w/Status Updates

Russ Hatton referred to the ordinance amendments priority list created by the PC. He noted that those changes listed as priority one were working changes and minor corrections. He suggested for those to be edited, placed in a formal resolution, and forwarded to the BOS after being finalized by the PC.

John Snook pointed out that there were corrected amendments to Flexible Development section previously, but he was not sure of their status. He asked Mrs. Robinson to check on the status of those to determine how to move forward. He noted that he sent a copy of corrected amendments to Will Ethridge, previous Zoning Officer, over a year ago and was under the impression that those did not move forward. Mr. Flynn asked if any of these proposed changes would affect the potential development of Crebilly Farm if the ordinance was enacted now. Mr. Snook responded that it should not because the application for development was already submitted even though it was not approved yet. He clarified that the applicant was only governed by what was in place at the time of the application; however, he stated that the only way for the amendment to apply was to include it as a condition of approval if the applicant agreed to that.

Mila Robinson and John Snook brought up the issue of a lack of side setback dimension for subdivisions developed under flexible regulations. They proposed to add those to the list to be considered for future amendments.

Mr. Snook also brought up the issue of existing minimum setback dimensions for patios that limit property owners of small lots. The PC suggested including that to the list of priorities as well. He also noted that the PC might want to look into the changes regarding breezeway regulations to provide clarity in what might be considered as an attached garage.

Public Comment

Chris Allen, 209 N. Deerwood Dr., recapped that she sent a letter to the PC to express her concerns regarding the possibility of expanding the definition of kennel, both in terms of lowering the threshold number as well as expanding the definition to include non-custodial situations such as dog training and grooming. She reiterated that her concerns were not related to the appropriate regulations of animal control and dog nuisance behavior. She thanked the PC for addressing those issues. Mr. Embick asked Mrs. Allen to kindly assist in obtaining well-crafted ordinance samples that might be available with the Pennsylvania Federation of Dog Clubs and the American Kennel Club.

Charlie Hall, American Kennel Club, noted that he had several conversations with Mrs. Robinson and email communication with John Snook about the proposed ordinance changes. He agreed that the way the proposed ordinance was written with dogs being required to be under control would cover the issue relative to leash law.

Reports

Jack Embick and Kevin Flynn provided the report of Board of Supervisors Meeting 11/02/20.

Adjournment (JE/JL) 6-0-1

Meeting was adjourned at 8:42PM.

Respectfully submitted,
Mila Robinson,
Planner II/Interim Zoning Officer

**ORDINANCE 2020-04
WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF WESTTOWN TOWNSHIP TO MODIFY CHAPTER 170, ZONING, ARTICLE XVIII, SIGNS, OF THE CODE OF WESTTOWN TOWNSHIP REGARDING SIGNS.

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

SECTION 1. Chapter 170, Zoning, Article XVIII, Signs, §170-1805.A(2) of the Code shall be amended to read as follows:

(2) Except for those classified as exempt under §170-1804, no sign may be located within any public right-of-way and/or occupy a clear sight triangle of seventy-five (75) feet (as measured from the center-line intersections of two streets) which shall be provided at all intersections. The minimum clear sight triangle shall be increased to 100 feet if either street is a collector street and to 150 feet if either street is an arterial highway.

SECTION 2. Chapter 170, Zoning, Article XVIII, Signs, §170-1810.B(4) of the Code shall be amended to read as follows:

(4) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F. Sign Illumination.

SECTION 3. Chapter 170, Zoning, Article XVIII, Signs, §170-1810.D(2)(b) of the Code shall be amended to read as follows:

(b) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F, Sign Illumination.

SECTION 4. Chapter 170, Zoning, Article XVIII, Signs, §170-1811.C(4) of the Code shall be amended to read as follows:

(4) Illumination: External and internal illumination shall be permitted subject to the regulations in §170-1805.F. Sign Illumination.

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 Supervisors 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.

ATTEST:

WESTTOWN TOWNSHIP

Secretary

Richard Pomerantz, Chair

Carol R. De Wolf, Vice Chair

Scott Yaw, Police Commissioner

ORDINANCE NO. 2020-05

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE OF WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE TOWNSHIP OF WESTTOWN, SPECIFICALLY CHAPTER 25, PENSIONS, §25-5, REGARDING THE ADMINISTRATION OF BENEFITS; AND §25-7, REGARDING THE FILING OF THE CHAPTER AND THE EFFECTIVE DATE.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that Chapter 25, “Pensions” in the Code of the Township of Westtown shall be amended as follows:

SECTION 1. Part I, Administrative Legislation, Chapter 25, Pensions, §25-5, Administration of benefits, shall be amended, in its entirety, to read as follows:

As part of this chapter, the Township agrees that the System shall provide the benefits set forth in the Adoption Agreement between the Board and Westtown Township with a Restatement Effective Date of September 1, 2020, and the Pennsylvania Municipal Retirement System Base Plan Document. The referenced Adoption Agreement is attached hereto as Appendix “A” and the Pennsylvania Municipal Retirement System Base Plan Document is attached hereto as Appendix “B.” The passage and adoption of this chapter by the township is an official acceptance of said agreement and the financial obligations resulting from the administration of said benefit package.

SECTION 2. Part I, Administrative Legislation, Chapter 25, Pensions, §25-7, Filing of chapter; effective date, shall be amended, in its entirety, to read as follows:

A duly certified copy of this chapter, the referenced Adoption Agreement (Appendix “A”), and the Pennsylvania Municipal Retirement System Base Plan Document (Appendix “B”) shall be filed with the Pennsylvania Municipal Retirement System of the Commonwealth of Pennsylvania. Membership for the municipal employees of Westtown Township in the Pennsylvania Municipal Retirement System shall be effective the first day of November 1997.

SECTION 3. 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 4. All ordinances or parts of ordinances conflicting or inconsistent herewith are hereby repealed.

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

ENACTED AND ORDAINED this _____ day of _____, 2020.

ATTEST:

WESTTOWN TOWNSHIP

Secretary

Richard Pomerantz, Chair

Carol R. DeWolf, Vice Chair

Scott E. Yaw, Police Commissioner

To(OWNER): Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

Project: Oakbourne Rest. Phase II
Oakbourne Park
1014 S. Concord Road
West Chester, PA 19382
Via(Architect): Linn Architects
1140 N. Providence Road
Media, PA 19063

Application No: 2
Invoice No: 20135
Period To: 10/31/2020

From: Uhrig Construction, Inc.
1700 N 5th St.
Reading, PA 19601

Architect's
Project No:

Contract Date: 8/7/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM..... \$ 129,230.00
2. Net change by Change Orders..... \$ 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)..... \$ 129,230.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 129,230.00
(Column G on G703)
5. RETAINAGE(Column I on G703)..... \$ 12,923.00
6. TOTAL EARNED LESS RETAINAGE..... \$ 116,307.00
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT. \$ 39,222.00
(Line 6 from prior Certificate)
8. SALES TAX..... \$ 0.00
9. CURRENT PAYMENT DUE..... \$ 77,085.00
10. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 12,923.00
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Uhrig Construction, Inc.

By:  Date: 6/28/20

State of: PA County of: Berks
Subscribed and sworn to before me this 28th day of October 2020

Notary Public: Pamela R. Kennedy
My Commission expires: 12/22/2023

Commonwealth of Pennsylvania - Notary Seal
Pamela R. Kennedy, Notary Public
Berks County
My commission expires December 22, 2023
Commission number 1145943
Member, Pennsylvania Association of Notaries

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 77,085.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

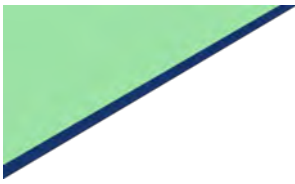
By:  Date: 11/5/20

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 2
 Application Date: 10/26/2020
 Period To: 10/31/2020
 Architect's Project No:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E)						
1	Bond	2,930.00	2,930.00		0.00	0.00	2,930.00	100	293.00
2	Supervision	16,000.00	1,600.00	14,400.00	0.00	0.00	16,000.00	100	1,600.00
3	Demolition	8,500.00	8,500.00		0.00	0.00	8,500.00	100	850.00
4	Millwork	4,800.00	0.00	4,800.00	0.00	0.00	4,800.00	100	480.00
5	Doors/Windows	47,000.00	30,550.00	16,450.00	0.00	0.00	47,000.00	100	4,700.00
6	Painting	50,000.00	0.00	50,000.00	0.00	0.00	50,000.00	100	5,000.00
	Totals	129,230.00	43,580.00	85,650.00	0.00	0.00	129,230.00	100	12,923.00



November 12, 2020

Jon Altshul, Township Manager
Westtown Township
1039 Wilmington Pike,
West Chester, PA 19382

RE: Payment Recommendation No. 1 – **Final**
Westtown Township 2020 Road Program
Westtown Township
WTT-20-125

Dear Mr. Altshul,

CEDARVILLE Engineering Group, LLC (CEG) has received Application and Certificate for Payment No. 1 from Innovative Construction Services, Inc. (Inncon) who has been working on the Westtown Township 2020 Road Program in Westtown Township. This payment request was received electronically on November 12, 2020 in the amount of \$836,211.69 for the period of July 14, 2020 through October 30, 2020.

During this pay period Inncon completed all work under this contract. This work included roadway milling, resurfacing, and repairs or installation of stormwater related infrastructure.

The following supporting documents are enclosed for your reference and records:

- The Summary Sheet details the bid unit prices and quantities placed.
- The Application and Certification for Payment certifies the total amount due the Contractor.
- The Contractors Certified Payroll for August 30, 2020 through September 26, 2020.
- The Concrete Subcontractors Certified Payroll for August 16, 2020 through October 3, 2020.
- Material Certifications for all asphalt material placed indicating that the material complies with PennDOT Publication 408.
- The Maintenance Bond for the project.

We recommend the Township consider payment to Inncon in the amount of **\$836,211.69**.

Please do not hesitate to contact us should you have any questions or concerns regarding this recommendation.

Best Regards,
CEDARVILLE Engineering Group, LLC

Kyle R. Turner, P.E.
Project Engineer

cc: JoAnne Grube, Westtown Township Director of Finance
Mark Gross, Westtown Township Public Works Director
Richard Somers, Innovative Construction Services, Inc.



Contractor's Application for Payment No. 1

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	
To: Westtown Township	Application Period: To Nov. 12, 2020
Project: Westtown Township 2020 Road Maintenance Project	Via (Engineer): Cedarville Engineering
Owner's Contract No.: WTT-20-125	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	Additions	Deductions
1	3,835.00	
2		(74,447.96)
TOTALS	3,835.00	(74,447.96)
NET CHANGE BY CHANGE ORDERS:	(70,612.96)	

1. ORIGINAL CONTRACT PRICE \$ 906,824.65
2. Net change by Change Orders \$ (70,612.96)
3. Current Contract Price (Line 1 + 2) \$ 836,211.69
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$ 836,211.69
5. RETAINAGE:
 - a. X -0- Work Completed \$ -0-
 - b. X -0- Stored Material \$ -0-
 - c. Total Retainage (Line 5.a + Line 5.b) \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$ 836,211.69
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ -0-
8. AMOUNT DUE THIS APPLICATION \$ 836,211.69
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above) \$ -0-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Richard P. [Signature] Date: 11.12.2020

Payment of: \$ 836,211.69 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) (Date)

Payment of: \$ 836,211.69 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ Funding or Financing Entity (if applicable) (Date)



Invoice

Innovative Construction Services, Inc.

610-522-2221

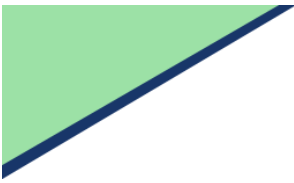
P.O. Box 262

DATE	INVOICE #
11/12/2020	13680

BILL TO
Westtown Township 1039 Wilmington Pike West Chester, PA 19382

P.O. NO.	TERMS	PROJECT	RELEASE NUMBER
R. Pingar	Net 15 Days	Westtown Roads 2020	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	This invoice is for work completed in conjunction with the Westtown Township 2020 Road Maintenance Program. Work was completed as directed on September 25, 2020.		
42,419	S.Y. Item 1, Milling	2.40	101,805.60
0	Tons Item 2, 2.5" Base Repair	99.00	0.00
634.22	S.Y. Item 3, 5" Base Repair	83.00	52,640.26
815.65	Tons Item 4, Scratch-Leveling Course	82.00	66,883.30
42,419	S.Y. Item 5, 1.5" Wearing Course	8.10	343,593.90
1,695	L.F. Item 6, Concrete Gutter Curb Replacement	68.00	115,260.00
1	EA. Item 7, Replace Inlet Top	1,850.00	1,850.00
3	EA. Item 8, Inlet Repair	950.00	2,850.00
20	EA. Item 9, Manhole Replacement	650.00	13,000.00
9,380	L.F. Item 10, Double Yellow Line	0.40	3,752.00
15,427	L.F. Item 11, Single White Line	0.25	3,856.75
591	L.F. Item 12, 24" White Thermoplastic	5.50	3,250.50
482	L.F. Item 13, 24" Yellow Thermoplastic	5.50	2,651.00
3	EA. Item 14, Right Arrow with "ONLY"	350.00	1,050.00
3	EA. Item 15, Left Arrow with "ONLY"	350.00	1,050.00
1	EA. Item 16, Core Existing Inlet	1,200.00	1,200.00
205	L.F. Item 17, 15" HDPE Pipe	75.00	15,375.00
1	EA. Item 18, 2' X 4' Inlet	3,850.00	3,850.00
	Alternate 1		
3,702	S.Y. Item 19, Milling	2.40	8,884.80
88.4	Tons Item 20, 2.5" Base Repair	99.00	8,751.60
0	S.Y. Item 21, Scratch-Leveling Course	82.00	0.00
3,702	S.Y. Item 22, 1.5" Wearing Course	8.10	29,986.20
	Alternate 2		
3,999	S.Y. Item 23, Milling	2.40	9,597.60
41.54	Tons Item 25, Scratch-Leveling Course	82.00	3,406.28
3,999	S.Y. Item 26, 1.5" Wearing Course	8.10	32,391.90
80	L.F. Item 27, Concrete Gutter Curb Replacement	68.00	5,440.00
1	L.S. Change Order No. 1	3,835.00	3,835.00
		Total	\$836,211.69



November 13, 2020

Jon Altshul, Township Manager
Westtown Township
1039 Wilmington Pike,
West Chester, PA 19382

RE: Final Compensating Change Order
Westtown Township 2020 Road Program
Westtown Township
WTT-20-125

Dear Mr. Altshul,

This document is provided as Change Order #1 for the Westtown Township 2020 Road Program project. At this time, Innovative Construction Services, Inc. (Inncon) has completed all work scheduled for the project.

This Change Order includes additional work requested of the Contractor due to a soil drainage issue that was encountered post construction. After the installation of stormwater features on Charles Road, an area of saturated and soft soil was discovered along the pipe run which previously had not existed. During the investigation, the Contractor encountered significant water seepage which was not encountered during the original pipe installation. In order to repair the soft spot, the Contractor excavated the area in question, added perforations to the stormwater pipe, and backfilled with a geotextile liner and AASHTO #57 clean stone. Upon completion of the work, the area was restored with topsoil, seed, and straw mulch.

CEG has prepared the attached Change Order #1 to the contract. Change Order #1 would increase the contract value by **\$3,835.00** and add 23 additional days to the substantial completion and 33 days to the ready for final payment dates of the contract.

Feel free to contact us if you need additional information.

Best Regards,
CEDARVILLE Engineering Group, LLC

Kyle R. Turner, P.E.
Project Engineer

cc: JoAnne Grube, Westtown Township Director of Finance
Mark Gross, Westtown Township Public Works Director
Richard Somers, Innovative Construction Services, Inc.

Date of Issuance: November 12, 2020	Effective Date: July 13, 2020
Owner: Westtown Township	Owner's Contract No.:
Contractor: Innovative Construction Services	Contractor's Project No.:
Engineer: CEDARVILLE Engineering Group	Engineer's Project No.: WTT-20-125
Project: Westtown Township 2020 Road Program	Contract Name: Westtown Township 2020 Road Program

The Contract is modified as follows upon execution of this Change Order:

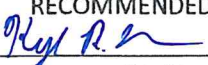

Description:

- Repair of groundwater issue on Charles Road.
- Extension of Contract Time.

Attachments:

- Email from Rich Somers October 29, 2020 with the subject "Charles Road Drainage Expense."

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>906,824.65</u>	Original Contract Times: Substantial Completion: <u>September 12, 2020</u> Ready for Final Payment: <u>September 27, 2020</u> days or dates
Change from previously approved Change Orders: \$ <u>0.00</u>	Change] from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>906,824.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 12, 2020</u> Ready for Final Payment: <u>September 27, 2020</u> days or dates
Increase of this Change Order: \$ <u>3,835.00</u>	Increase of this Change Order: Substantial Completion: <u>23</u> Ready for Final Payment: <u>33</u> days or dates
Contract Price incorporating this Change Order: \$ <u>910,659.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 5, 2020</u> Ready for Final Payment: <u>October 30, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u></u>	By: _____	By: <u></u>	By: _____	By: _____	By: _____
Engineer	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Engineer</u>	Title _____	Title <u>President</u>	Title _____	Title _____	Title _____
Date: <u>11/12/2020</u>	Date _____	Date <u>11.12.2020</u>	Date _____	Date _____	Date _____

Kyle Turner

From: Richard Somers <r.somers@inncon.com>
Sent: Thursday, October 29, 2020 12:23 PM
To: Kyle Turner
Subject: Charles Road Drainage Expenses

Kyle,

As you are aware, we returned to Charles Road to remediate a ground water issue in the vicinity of the new drainage system installed on Charles Road. The following is our listed expenses for this additional work:

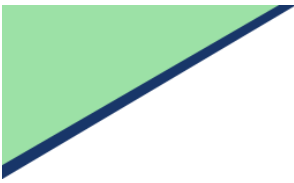
3 Laborers @ 8 hours	\$64.98	\$1,559.00
1 Operator @ 8 hours	\$90.50	\$724.00
1 Daily Backhoe Rental	\$350.00	\$350.00
12 Tons 2B Clean Stone	\$13.25	\$159.00
Single Axle Truck With Driver 8 Hours	\$90.94	\$727.52
Subtotal		\$3,519.52
10% Markup		\$315.95
Total		\$3,835.00

Please call if you have any questions.

Rich Somers

--

Richard Somers
Innovative Construction Services, Inc.
PO Box 262
Folcroft, PA 19032
Phone 610-522-2221
Fax 610-522-2229
Cell 610-476-8000
Web Site Inncon.com
r.somers@inncon.com



November 13, 2020

Jon Altshul, Township Manager
Westtown Township
1039 Wilmington Pike,
West Chester, PA 19382

RE: Final Compensating Change Order
Westtown Township 2020 Road Program
Westtown Township
WTT-20-125

Dear Mr. Altshul,

This document is provided as Project Final Compensating Change Order (Change Order #2) for the Westtown Township 2020 Road Program project. At this time, Innovative Construction Services, Inc. (Inncon) has completed all work scheduled for the project and the final payment recommendation is submitted with this Change Order.

As further described in the attached Change Order, the purpose of Final Compensating Change Order is to adjust the Final Contract Price to accurately reflect the actual performed cost of the work required to complete the Project.

CEG has prepared the attached Project Final Compensating Change Order to the contract in accordance with the final payment application (noted as Pay Application #1). Final Compensating Change Order would reduce the contract value by **\$74,447.96** and make no revision to the time for completion.

Feel free to contact us if you need additional information.

Best Regards,
CEDARVILLE Engineering Group, LLC

Kyle R. Turner, P.E.
Project Engineer

cc: JoAnne Grube, Westtown Township Director of Finance
Mark Gross, Westtown Township Public Works Director
Richard Somers, Innovative Construction Services, Inc.

Date of Issuance: November 12, 2020	Effective Date: July 13, 2020
Owner: Westtown Township	Owner's Contract No.:
Contractor: Innovative Construction Services	Contractor's Project No.:
Engineer: CEDARVILLE Engineering Group	Engineer's Project No.: WTT-20-125
Project: Westtown Township 2020 Road Program	Contract Name: Westtown Township 2020 Road Program

The Contract is modified as follows upon execution of this Change Order:

Description:

- Final Compensating Change Order to reduce the final contract value from the estimated cost to the actual cost performed on the project.

Attachments:

- CEDARVILLE Engineering "Quantity Summary Sheet"
- Payment Application 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>906,824.65</u>	Original Contract Times: Substantial Completion: <u>September 12, 2020</u> Ready for Final Payment: <u>September 27, 2020</u> days or dates
Change from previously approved Change Orders: \$ <u>3,835.00</u>	Change from previously approved Change Orders: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>910,659.65</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 5, 2020</u> Ready for Final Payment: <u>October 30, 2020</u> days or dates
Decrease of this Change Order: \$ <u>74,447.96</u>	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>836,211.69</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 5, 2020</u> Ready for Final Payment: <u>October 30, 2020</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u><i>Kyle R. 2</i></u>	Engineer	By: _____	Owner (Authorized Signature)	By: <u><i>Richard D. Imman</i></u>	Contractor (Authorized Signature)
Title: <u><i>Project Engineer</i></u>		Title: _____		Title: <u><i>President</i></u>	
Date: <u><i>11/12/2020</i></u>		Date: _____		Date: <u><i>11-12-2020</i></u>	

1. Explanation of Change:

The purpose of the "Compensating Change Order" is to provide an administrative means of adjusting the actual costs performed on the project from the estimated costs appearing in the Schedule of Values that was provided as part of the Submittal Process. The estimated quantities varied from the final quantities as shown in the attached summary sheet. The Compensating Change Order therefore provides such means of counteracting the variations which arise in bid items so as to neutralize the effect of the variance and provide a balance to offset what is excessive or deficient. The Compensating Change Order also functions as the administrative instrument through which the FINAL CONTRACT PRICE is derived. In this case, the total of the under-runs exceed the total of over-runs and requires an adjustment to reduce the FINAL CONTRACT PRICE by \$74,447.96.

2. Applicable Documentation

Final Payment Application #1
CEDARVILLE Engineering "Quantity Summary Sheet"

3. Conclusion

It is hereby agreed that this Change Order will be considered full compensation to the Contractor for work described herein and referenced in the documentation cited above and full compensation for any impact which may result therefrom.



Contractor's Application for Payment No. 1

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE	
To	Westtown Township
Project:	Westtown Township 2020 Road Maintenance Project
Owner's Contract No.:	WTT-20-125
Application Period:	To Nov. 12, 2020
From (Contractor):	Innovative Construction Svc's.
Contract:	Cedarville Engineering
Contractor's Project No.:	Westtown 2020
Engineer's Project No.:	

Application For Payment
Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	3,835.00	
2		(74,447.96)
TOTALS	3,835.00	(74,447.96)
NET CHANGE BY CHANGE ORDERS		(70,612.96)

1. ORIGINAL CONTRACT PRICE..... \$ 906,824.65
2. Net change by Change Orders..... \$ (70,612.96)
3. Current Contract Price (Line 1 + 2)..... \$ 836,211.69
4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ 836,211.69
5. RETAINAGE:

a.	X	-0-	Work Completed.....	\$ -0-
b.	X	-0-	Stored Material.....	\$ -0-
c.			Total Retainage (Line 5.a + Line 5.b).....	\$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 836,211.69
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ -0-
8. AMOUNT DUE THIS APPLICATION..... \$ 836,211.69
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.e above)..... \$ -0-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Richard B. ... Date: 11.12.2020

Payment of: \$ 836,211.69
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) (Date)

Payment of: \$ 836,211.69
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ Funding or Financing Entity (if applicable) (Date)



Invoice

Innovative Construction Services, Inc.

610-522-2221

P.O. Box 262

DATE	INVOICE #
11/12/2020	13680

BILL TO
Westtown Township 1039 Wilmington Pike West Chester, PA 19382

P.O. NO.	TERMS	PROJECT	RELEASE NUMBER
R. Pingar	Net 15 Days	Westtown Roads 2020	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	This invoice is for work completed in conjunction with the Westtown Township 2020 Road Maintenance Program. Work was completed as directed on September 25, 2020.		
42,419	S.Y. Item 1, Milling	2.40	101,805.60
0	Tons Item 2, 2.5" Base Repair	99.00	0.00
634.22	S.Y. Item 3, 5" Base Repair	83.00	52,640.26
815.65	Tons Item 4, Scratch-Leveling Course	82.00	66,883.30
42,419	S.Y. Item 5, 1.5" Wearing Course	8.10	343,593.90
1,695	L.F. Item 6, Concrete Gutter Curb Replacement	68.00	115,260.00
1	EA. Item 7, Replace Inlet Top	1,850.00	1,850.00
3	EA. Item 8, Inlet Repair	950.00	2,850.00
20	EA. Item 9, Manhole Replacement	650.00	13,000.00
9,380	L.F. Item 10, Double Yellow Line	0.40	3,752.00
15,427	L.F. Item 11, Single White Line	0.25	3,856.75
591	L.F. Item 12, 24" White Thermoplastic	5.50	3,250.50
482	L.F. Item 13, 24" Yellow Thermoplastic	5.50	2,651.00
3	EA. Item 14, Right Arrow with "ONLY"	350.00	1,050.00
3	EA. Item 15, Left Arrow with "ONLY"	350.00	1,050.00
1	EA. Item 16, Core Existing Inlet	1,200.00	1,200.00
205	L.F. Item 17, 15" HDPE Pipe	75.00	15,375.00
1	EA. Item 18, 2' X 4' Inlet	3,850.00	3,850.00
	Alternate 1		
3,702	S.Y. Item 19, Milling	2.40	8,884.80
88.4	Tons Item 20, 2.5" Base Repair	99.00	8,751.60
0	S.Y. Item 21, Scratch-Leveling Course	82.00	0.00
3,702	S.Y. Item 22, 1.5" Wearing Course	8.10	29,986.20
	Alternate 2		
3,999	S.Y. Item 23, Milling	2.40	9,597.60
41.54	Tons Item 25, Scratch-Leveling Course	82.00	3,406.28
3,999	S.Y. Item 26, 1.5" Wearing Course	8.10	32,391.90
80	L.F. Item 27, Concrete Gutter Curb Replacement	68.00	5,440.00
1	L.S. Change Order No. 1	3,835.00	3,835.00
		Total	\$836,211.69

Quantity Summary Sheet

Project Name Westtown Township 2020 Road Program

Municipality Westtown Township

Project WTT-20-125



No.	Construction Item	Units	Bid Quantity	Final Quantity	Quantity Difference	Unit Cost	Final Cost
Base Bid							
1	Milling of Bituminous Pavement, 1.5" Depth	SY	45054	42419	-2635	\$ 2.40	\$ 101,805.60
2	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to a compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	298	0	-298	\$ 99.00	\$ -
3	Superpave Asphalt Mixture 25mm Bituminous Base Course, placed to a compacted depth of 4 inches. Includes removal of bituminous pavement to subbase.	Ton	877	634.22	-243	\$ 83.00	\$ 52,640.26
4	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	531	815.65	285	\$ 82.00	\$ 66,883.30
5	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches.	SY	45054	42419	-2635	\$ 8.10	\$ 343,593.90
6	Concrete Gutter Curb Replacement	LF	1361	1695	334	\$ 68.00	\$ 115,260.00
7	Replace Existing Inlet Top, old inlet grate returned to Township.	EA	1	1	0	\$ 1,850.00	\$ 1,850.00
8	Inlet Repair	EA	3	3	0	\$ 950.00	\$ 2,850.00
9	Sanitary Sewer Manhole Frame and Lid Replacement. New Lid and Frame Provided by Township, old lid and frame returned to Township	EA	10	20	10	\$ 650.00	\$ 13,000.00
10	4" Double Yellow Paint Centerline	LF	12926	9380	-3546	\$ 0.40	\$ 3,752.00
11	4" Single White Paint Line	LF	21913	15427	-6486	\$ 0.25	\$ 3,856.75
12	24" White Thermoplastic	LF	616	591	-25	\$ 5.50	\$ 3,250.50
13	24" Yellow Thermoplastic	LF	654	482	-172	\$ 5.50	\$ 2,651.00
14	Hot Thermoplastic Legend Right Turn Arrow and "Only" Wording	EA	4	3	-1	\$ 350.00	\$ 1,050.00
15	Hot Thermoplastic Legend Left Turn Arrow and "Only" Wording	EA	4	3	-1	\$ 350.00	\$ 1,050.00
16	Core into Existing Inlet	EA	1	1	0	\$ 1,200.00	\$ 1,200.00
17	15" HDPE Pipe, including excavation, 20 feet of Combination Storm Sewer/Underdrain, backfill and regrading.	LF	205	205	0	\$ 75.00	\$ 15,375.00
18	Installation of new 2'x4' Perforated Inlet Box with Type M Top. Includes excavation, geotextile fabric, and backfill.	EA	1	1	0	\$ 3,850.00	\$ 3,850.00
CO 1	Change Order 1 - Charles Road Drainage Issue	LS	0	1	1	\$ 3,835.00	\$ 3,835.00

Quantity Summary Sheet



Project Name Westtown Township 2020 Road Program

Municipality Westtown Township

Project WTT-20-125

No.	Construction Item	Units	Bid Quantity	Final Quantity	Quantity Difference	Unit Cost	Final Cost
-----	-------------------	-------	--------------	----------------	---------------------	-----------	------------

Add Alternate #1 - Lake Drive

19	Milling of Bituminous Pavement, 1.5" Depth	SY	3910	3702	-208	\$ 2.40	\$ 8,884.80
20	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to an estimated compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	176	88.4	-88	\$ 99.00	\$ 8,751.60
21	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	110		-110	\$ 82.00	\$ -
22	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches	SY	3910	3702	-208	\$ 8.10	\$ 29,986.20

Add Alternate #2 - Windy Knoll Road

23	Milling of Bituminous Pavement, 1.5" Depth	SY	4182	3999	-183	\$ 2.40	\$ 9,597.60
24	Superpave Asphalt Mixture 19mm Bituminous Base Course, placed to an estimated compacted depth of 2.5 inches. Includes removal of bituminous pavement to subbase.	Ton	94	0	-94	\$ 99.00	\$ -
25	Superpave Asphalt Mixture Scratch and Leveling Course	Ton	60	42	-18	\$ 82.00	\$ 3,406.28
26	Superpave Asphalt Mixture 9.5mm Bituminous Wearing Course, PG 64-22, 0.3 < 3 ESAL, placed to a compacted depth of 1.5 inches	SY	4182	3999	-183	\$ 8.10	\$ 32,391.90
27	Concrete Gutter Curb Replacement	LF	260	80	-180	\$ 68.00	\$ 5,440.00

Contract Awarded Value \$906,824.65

Final Contract Value \$836,211.69

ORDINANCE 2020-06

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

AN ORDINANCE OF THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY, PENNSYLVANIA, AMENDING ARTICLE II, TRAFFIC REGULATIONS, CHAPTER 162, VEHICLES AND TRAFFIC, §162-17 CLOSING OF CERTAIN STREETS TO CERTAIN VEHICLES, OF THE CODE OF WESTTOWN TO PROHIBIT CERTAIN TRUCKS ON WEST PLEASANT GROVE ROAD.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, that Chapter 162, Vehicles and Traffic, §162-17, Closing of certain streets to certain vehicles, of the Code of Westtown Township, as amended, be amended as follows:

SECTION 1. Part II, General Legislation, Chapter 162, Vehicles and Traffic, Article II, Traffic Regulations, §162-17, Closing of certain streets to certain vehicles, of the Code is hereby amended to include the following regulations:

<u>Name of Street</u>	<u>Limits</u>
West Pleasant Grove Road	Trucks less than 96 inches in width shall be permitted.
West Pleasant Grove Road	Trucks less than 30 feet in length shall be permitted.

SECTION 2. If any sentence, clause, section or part of this Ordinance is, for any reason, found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity 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 that this Ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

SECTION 3. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.

SECTION 4. This amendment shall take effect and be in full force and effect five (5) days from and after the date of its final passage and adoption.

ENACTED AND ORDAINED by the Board of Supervisors of Westtown Township this 7th day of December, 2020.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Richard Pomerantz, Chair

Carol DeWolf, Vice Chair

Scott Yaw, Police Commissioner

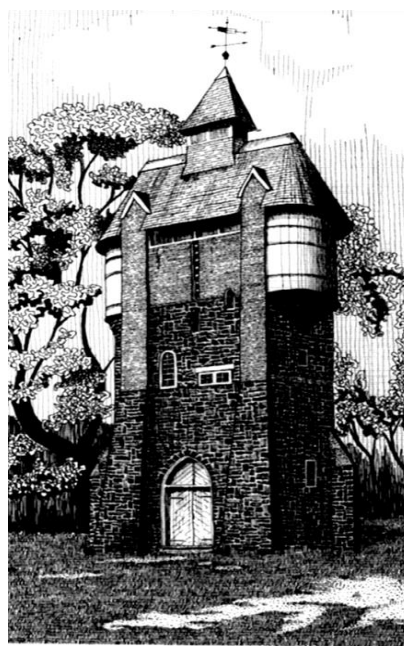
Attest:

Jon Altshul, Township Manager

DRAFT

Westtown Township
County of Chester
Commonwealth of Pennsylvania

Fiscal Year 2021 Budget
DRAFT 11/16/2020



Richard Pomerantz
Chair

Carol DeWolf
Vice Chair

Scott Yaw
Police Commissioner

**Westtown Township
2021 Budget Summary**

	General Operating Fund 01	Liquid Fuels Fund 35	Refuse Operating Fund 09	Sewer Operating Fund 08	Debt Service Fund 23	Capital Reserve Fund 30	Capital Projects Fund 18	Total all Funds
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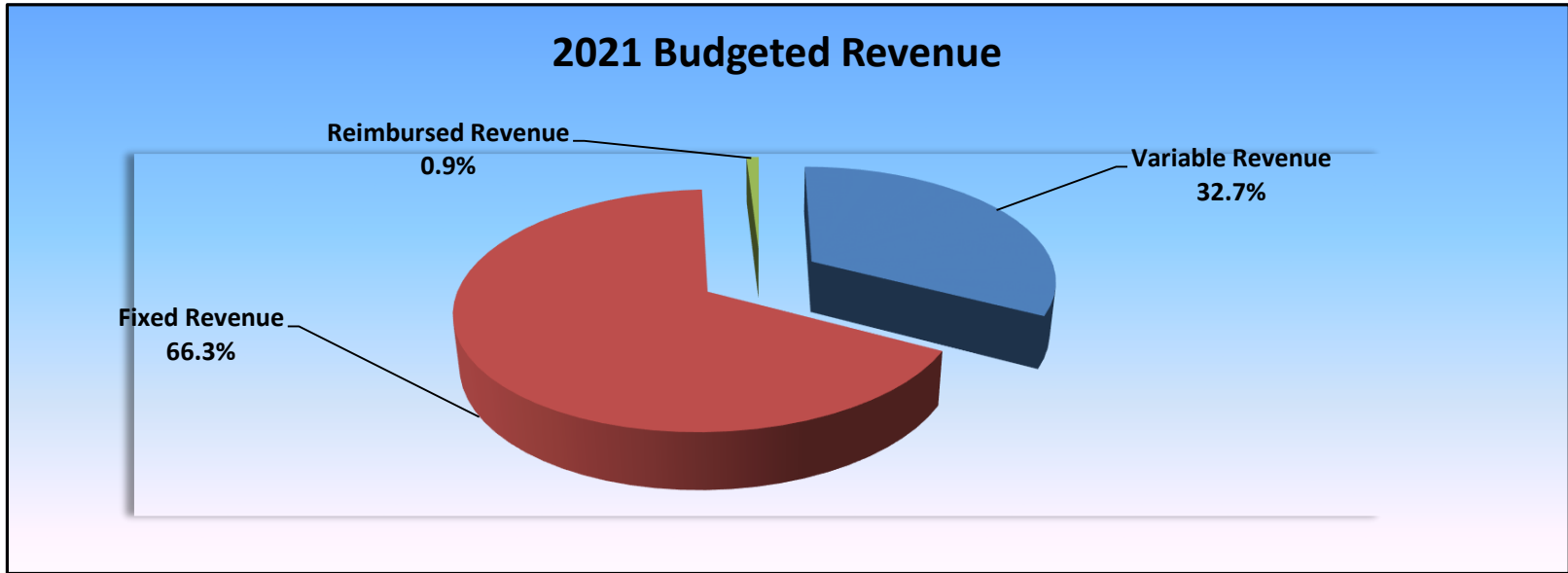
Revenues Year to Date

Real Estate Taxes	2,964,375							2,964,375
Act 511 Taxes	2,925,000							2,925,000
Franchise Fees	269,000							269,000
Fines	60,300							60,300
Interest,Rents & Royalties	153,789	200		1,000	425	17,500	20,050	192,964
Grants & Inter-Govt Revenues	176,000	353,187	10,000	55,387	125,048			719,622
Fees for Service	31,395		1,087,000	2,942,240				4,060,635
Protective Inspection Fees	284,110							284,110
Sanitation/Trash/Recycling	-							
Recreation Program Fees	800							800
Contribution/Donations/Assess	65,000							65,000
Refunds & Reimbursements	108,050		2,500	2,000				112,550
Proceeds of Fixed Asset Sale	10,000							10,000
Reserve Appropriation	132,729			3,019				135,748
Interfund Transfers					1,344,000	565,000	-	1,909,000
Total Revenues	7,180,548	353,387	1,099,500	3,003,646	1,469,473	582,500	20,050	13,709,104

Expenditures Year to Date

General Government	668,530		11,500	95,250	2,000	12,000	170,150	959,430
Building & Code	126,500							126,500
Police	3,546,833							3,546,833
Fire & Safety	422,663							422,663
Planning & Zoning	61,000							61,000
Public Works	777,262	300,000					150,000	1,227,262
Collection/Disposal/Treatment			827,100	837,700			1,260,000	2,924,800
Parks & Commissions	73,200						-	73,200
Donations/Library	11,000							11,000
Community Development	30,600							
Personnel/Wages/Benefits	1,065,110		151,184	481,696				1,697,990
Refunds of Prior Year	39,000							39,000
Miscellaneous	1,000							1,000
Debt Service					1,453,485			1,453,485
Reserve Appropriation								-
Insurance	122,850			54,000				
Interfund Transfers	235,000	53,387	109,716	1,535,000	13,988	175,000		2,122,091
Total Expenses	7,180,548	353,387	1,099,500	3,003,646	1,469,473	187,000	1,580,150	14,666,255

YR END FUND BALANCE	(0)	-	-	(0)	-	395,500	(1,560,100)	(957,151)
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2021 Budgeted Revenue

General Fund	\$7,180,548
Refuse Fund	\$1,099,500
Liquid Fuels Fund	\$353,387
Sewer Fund	\$3,003,646
	\$11,637,081

2021 Revenue Categories

Variable Revenue	\$3,806,213
Fixed Revenue	\$7,720,818
Reimbursed Revenue	\$110,050
	\$11,637,081

As seen in this chart, 32.7% of total revenue budgeted for 2021 relies on VARIABLE INCOME sources such as Real Estate Transfer Tax, Earned Income Tax, Local Services Tax, Franchise Fees, Fines/Rents, Charges for Services and Inspection Fees.

The FIXED REVENUE sources include Property Taxes, Leases, Trash and Sewer User Fees, On Lot Assessments, as well as Intergovernmental Revenues such as Liquid Fuels Tax.

The REIMBURSED REVENUE category represents reimbursement of fees by developers/residents for legal, engineering and third party contractor plan reviews/inspections.

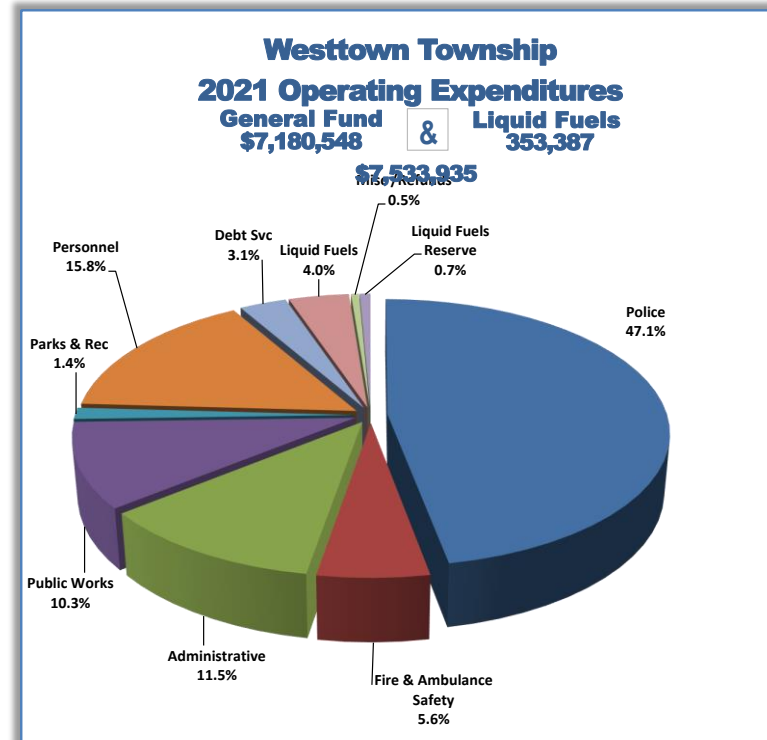
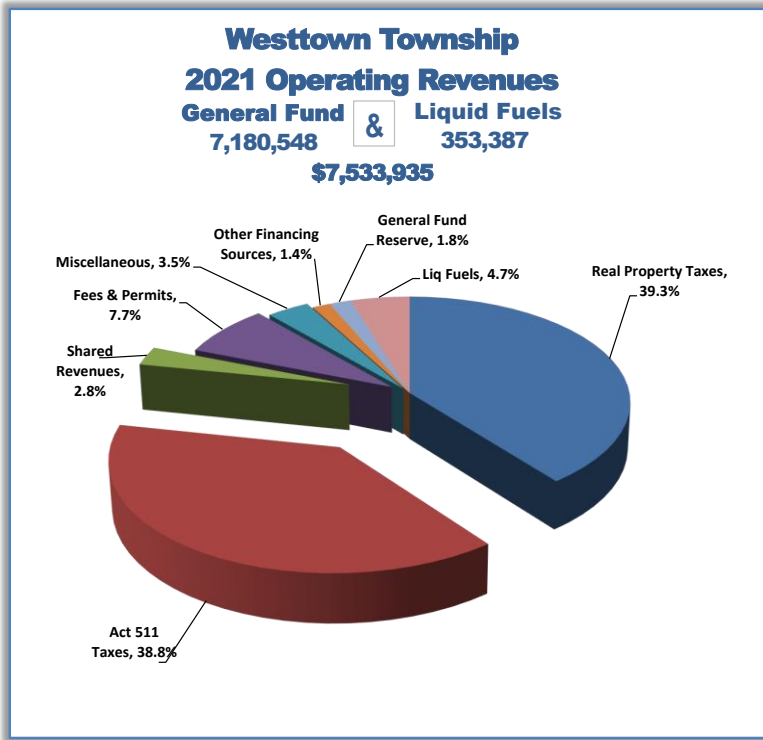
Westtown Township

2021 General Fund Operating Budget



General

**Westtown Township 2021
Revenues and Expenditures
General Fund
Liquid Fuels Fund**



Glossary

Real Property - 3.5 mills levied on assessed value of taxable property.

Act 511 Taxes - 1/2% Earned Income Tax, \$52.00 Local Services Tax and 1/2% Realty Transfer Tax.

Shares Revenue - Shared Revenues, Grants & Magistrate Fines.

Liquid Fuels - Annual Allocation from the Liquid Fuels Tax Fund

Fees & Permits - On-Lot Fees, protective inspection & building permits, etc.

Misc - Rents, cable franchise fees, false alarm fees, sales & interest earned.

Other Financing Sources - Developer's reimbursements, refunds.

Police - Payments to Westtown-East Goshen Police budget, Debt Service Sinking Funds, Refunded Police Building Bond of 2004, Pension, Post Employment Pension Reserve.

Fire & Safety - Payments to volunteer fire & ambulance, SPCA and Emergency Mgmt.

Administrative - Legislative, legal, engineering, planning, zoning, code, tax collection.

Public Works - Roads, winter maintenance, traffic control, street construction, PW Vehicles etc.

Parks & Rec - Park maintenance, Oakbourne Mansion, recreation program and forestry management, Open Space.

Personnel - Employee payroll and benefit costs.

Debt Service - Sinking Fund payments (GO Bond 2016 & GO Bond 2012) & Reserves

General Fund Revenue

	2019 Actual	2020 Budget	To Date 10/31/20	2020 Y/E Projection	% Budget Received	2021 Proposed	\$ Variance 2020-2021	% Variance 2020-2021
(301) Real Property Taxes								
01-301-100 Real Estate Taxes - Current Yr	2,703,495	2,775,000	2,707,997	2,753,000	99.21%	2,844,375	91,375	3.32%
01-301-200 Real Estate Taxes - Prior Yr						70,000		
01-301-400 Real Estate Taxes - Delinquent	31,087	25,000	13,347	18,000	72.00%	25,000	7,000	38.89%
01-301-600 Real Estate Taxes - Interim	76,676	65,000	11,536	19,500	30.00%	25,000	5,500	28.21%
Subtotal (301) Real Property Taxes:	2,811,259	2,865,000	2,732,880	2,790,500	97.40%	2,964,375	173,875	6.23%
(310) Act 511 Taxes								
01-310-100 Real Estate Transfer Tax	361,279	325,000	230,847	300,000	92.31%	300,000	0	0.00%
01-310-210 Earned Income Tax	2,700,997	2,900,000	2,217,378	2,745,000	94.66%	2,500,000	(245,000)	-8.93%
01-310-410 Local Services Tax	145,579	155,000	113,227	125,000	80.65%	125,000	0	0.00%
Subtotal (310) Act 511 Taxes:	3,207,855	3,380,000	2,561,451	3,170,000	93.79%	2,925,000	(245,000)	-7.73%
(321) Franchise Fees								
01-321-800 Franchise Fee - Comcast	117,553	117,000	87,317	116,500	99.57%	115,000	(1,500)	-1.29%
01-321-801 Franchise Fee - SBA	18,055	18,000	15,549	18,669	103.72%	18,000	(669)	-3.58%
01-321-802 Franchise Fee - Verizon	140,244	137,000	99,819	134,500	98.18%	135,000	500	0.37%
01-321-803 Franchise Fee - Am Tower	-	1,000	-	-	0.00%	1,000	1,000	100.00%
Subtotal (321) Franchise Fees:	275,853	273,000	202,686	269,669	98.78%	269,000	(669)	-0.25%
(331) Fines								
01-331-000 Court-District Magistrate	39,285	40,000	19,036	22,500	56.25%	30,000	7,500	33.33%
01-331-100 State Police Fines/Penalties	6,131	6,800	4,108	5,500	80.88%	6,000	500	9.09%
01-331-120 Ordinance Violations	-	2,500	-	-	0.00%	2,500	2,500	100.00%
01-331-125 False Alarm Fines/Residential	1,978	1,800	900	1,800	100.00%	1,800	0	0.00%
01-331-130 False Alarm Fines/Commercial	17,900	20,000	22,900	23,000	115.00%	20,000	(3,000)	-13.04%
Subtotal (331) Fines:	65,294	71,100	46,944	52,800	74.26%	60,300	7,500	14.20%
(341) Interest Earnings								
01-341-000 Interest Earnings	18,876	17,000	1,884	2,000	11.76%	2,500	500	25.00%
01-341-107 Inerest on US Treasury Notes/CP	43,704	-	15,262	30,200	0.00%	5,000		-83.44%
01-341-700 Interest on Dev Reimbursement	123	500	-	100	20.00%	100	0	0.00%
Subtotal (341) Interest Earnings:	62,704	17,500	17,146	32,300	184.57%	7,600	(24,700)	-76.47%
(342) Rents and Royalties								
01-342-100 Township Park/Land Fees	4,380	6,000	4,200	3,000	50.00%	5,000	2,000	66.67%
01-342-150 Oakbourne Fields Lease	1,300	5,000	6,726	5,000	100.00%	8,000	3,000	60.00%
01-342-200 Township Building - Gatehouse	17,400	17,400	14,500	17,400	100.00%	17,400	0	0.00%
01-342-210 Township Building - Caretaker	1,596	1,596	532	532	33.33%	-	(532)	-100.00%
01-342-220 Oakbourne Mansion Events	53,311	50,000	7,755	10,000	20.00%	35,000	25,000	250.00%
01-342-235 Mansion Table/Chair Rentals	9,925	7,000	1,352	1,000	14.29%	5,000	4,000	400.00%
01-342-240 Tower Lease - Oakbourne	36,365	37,456	32,593	37,456	100.00%	38,580	1,124	3.00%
01-342-250 Garage Lease - American Twr	35,074	36,126	-	36,126	100.00%	37,209	1,083	3.00%
Subtotal (342) Rents & Royalties:	159,351	160,578	67,658	110,514	68.82%	146,189	35,675	32.28%

General Fund Revenue

	2019 Actual	2020 Budget	To Date 10/31/20	2020 Y/E Projection	% Budget Received	2021 Proposed	\$ Variance 2020-2021	% Variance 2020-2021
(354) Capital & Operating Grants								
01-354-140 Tyson Park Phase 2 Grant	-	33,122	33,000	33,000	99.63%	0	(33,000)	-100.00%
01-354-400 Green Light Go Grant/Rt 3 & 352	-	180,000	118,716	148,429	82.46%	0	(148,429)	-100.00%
01-354-500 Green Light Go Grant/Joint/Corridor	-	154,250	-	0.00	0.00%	0	0	0.00%
Subtotal (354) State Grants:	-	367,372	151,716	181,429	49.39%	-	(181,429)	-100.00%
(355) State Shared Revenues								
01-355-010 PURTA Monies	5,708	6,300	5,896	6,300	100.00%	6,300	0	0.00%
01-355-040 Alcoholic Beverages Licenses	200		200	200	0.00%	200		0.00%
01-355-070 Foreign Fire Insurance Monies	86,601	85,000	88,079	88,079	103.62%	88,000	(79)	-0.09%
01-355-090 State Aid - Pension	73,523	75,000	76,245	76,245	101.66%	75,000	(1,245)	-1.63%
01-355-100 Other State and County Grants	6,950	6,500	-	-	0.00%	6,500	6,500	100.00%
Subtotal (355) State Shared Revenues:	172,982	172,800	170,420	170,824	98.86%	176,000	5,176	3.03%
(361) Twp Sales/Charges for Svcs								
01-361-300 Zoning/Subdivision/Dev Fees	-	500	150	150	30.00%	500	350	233.33%
01-361-330 Board of Supv Hearing Fee/CU	2,500	2,500	-	-	0.00%	2,500	2,500	100.00%
01-361-340 Hearing Fees/ZHB	5,950	5,500	3,400	3,400	61.82%	5,500	2,100	61.76%
01-361-350 ZHB Additional Fees	739	2,500	-	500	20.00%	2,500	2,000	400.00%
01-361-500 Sale of Maps and Publications	-	25	-	-	0.00%	25	25	100.00%
01-361-552 Sales - Tennis Keys	190	100	20	20	20.00%	100	80	400.00%
01-361-553 Sales - Parking Permits	-	150	-	-	0.00%	150	150	100.00%
01-361-555 Miscellaneous Sales	0	50	-	-	0.00%	50	50	100.00%
01-361-600 Tax Certification Fees	14,490	13,500	23,092	25,000	185.19%	20,000	(5,000)	-20.00%
01-361-601 Tax NSF Fee	170	140	35	70	50.00%	70	0	0.00%
Subtotal (361) Twp Sales/Charges for Svcs:	24,039	24,965	26,697	29,140	116.72%	31,395	2,255	7.74%
(362) Protective Inspection Fees								
01-362-110 Police Reports-Background Checks	525	800	525	525	65.63%	500	(25)	-4.76%
01-362-406 Stop Work Order	-	-	-	-	0.00%	-	0	0.00%
01-362-409 Annual Contractor's Licenses	-	-	-	-	0.00%	-	0	0.00%
01-362-410 Residential Building Permits	68,837	70,000	46,705	65,000	92.86%	70,000	5,000	7.69%
01-362-420 Commercial Building Permits	55,354	60,000	12,168	20,000	33.33%	50,000	30,000	150.00%
01-362-421 Permit Reinspections	-	-	83	160	0.00%	160	0	0.00%
01-362-422 Electrical Permits	4,044	6,000	-	-	0.00%	-	0	0.00%
01-362-423 HVAC Permit	8,263	8,000	8,393	9,800	122.50%	8,000	(1,800)	-18.37%
01-362-424 Demolition Permit	680	500	227	227	45.40%	500	273	120.26%
01-362-425 Solar Building Permit	2,153	2,500	-	-	0.00%	-	0	0.00%
01-362-430 Plumbing Permit	1,014	2,000	925	1,000	50.00%	2,000	1,000	100.00%
01-362-435 Annual Plumbing License	960	1,000	565	950	95.00%	1,000	50	5.26%
01-362-450 U&O Permit - Residential Resale	10,065	17,000	7,275	7,300	42.94%	17,000	9,700	132.88%
01-362-451 U&O Permit - Reinspection Resale	5,175	7,000	3,075	3,800	54.23%	7,000	3,200	84.21%
01-362-452 U&O Permit - Commercial	272	2,500	-	-	0.00%	2,500	2,500	100.00%
01-362-453 Twp U&O Administrative Fee	1,523	2,000	1,449	1,600	80.00%	2,000	400	25.00%
01-362-454 Twp Permit Admin Fee	38,024	44,000	18,607	24,000	54.55%	44,000	20,000	83.33%
01-362-455 CO/UCC Fees Collected	7,169	6,000	8,569	5,000	83.33%	6,000	1,000	20.00%
01-362-460 Pool Permits	5,560	4,000	2,386	2,000	50.00%	4,000	2,000	100.00%
01-362-461 Shed Permits	750	1,000	1,050	500	50.00%	1,000	500	100.00%
01-362-462 Roof Permits	768	650	-	-	0.00%	650	650	100.00%

General Fund Revenue

	2019 Actual	2020 Budget	To Date 10/31/20	2020 Y/E Projection	% Budget Received	2021 Proposed	\$ Variance 2020-2021	% Variance 2020-2021
01-362-463 Driveway Permits	190	1,500	760	750	50.00%	1,500	750	100.00%
01-362-464 Fence Permits	1,600	1,500	1,505	1,500	100.00%	1,500	0	0.00%
01-362-465 Deck Permits	5,368	6,500	3,800	4,000	61.54%	6,500	2,500	62.50%
01-362-466 Trailer Permits	-	300	-	-	0.00%	300	300	100.00%
01-362-470 Sign Permits	2,375	2,000	1,313	1,500	75.00%	2,000	500	33.33%
01-362-475 Zoning Permits	150	500	150	300	60.00%	500	200	66.67%
01-362-480 Highway Occupancy Permits	6,210	3,500	8,280	8,500	242.86%	7,000	(1,500)	-17.65%
01-362-481 E&S Permit	5,760	5,000	3,840	4,000	80.00%	5,000	1,000	25.00%
01-362-485/486 Solicitor Fee/Mo & Annual	1,805	1,500	1,495	1,495	99.67%	1,500	5	0.33%
01-362-490 Miscellaneous Permits	100	2,000	-	-	0.00%	2,000	2,000	100.00%
01-362-500 On-Lot Assessment Fees	38,771	40,000	34,424	38,800	97.00%	40,000	1,200	3.09%
Subtotal (362) Protective Insp. Fees:	273,466	299,250	167,569	202,707	67.74%	284,110	81,403	40.16%
364 To be transferred to WW at the end of the year.	(3,062)		47,415	346				
(367) Recreation Program Fees								
01-367-200 Recreation Program Fees	180	-	-	-	0.00%	-	0	0.00%
01-367-250 Community Garden Fees	480	600	-	-	0.00%	150	150	100.00%
01-367-300 Community Garden Annual Dues	650	650	505	505	77.69%	650	145	28.71%
Subtotal (367) Recreation Program Fees:	1,310	1,250	505	505	40.40%	800	295	58.42%
(387) Contribution/Donation/Pvt Source								
01-383-130 Special Assessment-Aqua in Lieu Of	188,335	-	132,030	132,032	0.00%	60,000	(72,032)	-54.56%
01-387-100 Contribution/Donation-Private	4,900	5,000	-	-	0.00%	5,000	5,000	100.00%
Subtotal (387) Contributions/Etc:	193,235	5,000	132,030	132,032	2640.64%	65,000	(67,032)	-50.77%
(391) Proceeds of Fixed Asset Sales								
01-391-100 Sale of an Asset	300	0	0	-	0.00%	10,000	10,000	100.00%
01-391-300 Insurance Co Claim Payment	8,819	-	18,577	18,608	0.00%	-	0	0.00%
Subtotal (391) Proceeds of Fixed Asset Sales:	9,119	-	18,577	18,608	0.00%	10,000	(8,608)	-46.26%
(395) Refunds & Reimbursements								
01-395-100 Misc Refunds/Reimbursements	21,210	6,000	11,005	11,005	183.42%	6,000	(5,005)	-45.48%
01-395-201 Administrative Fee	1,130	2,500	159	200	8.00%	1,000	800	400.00%
01-395-210 Reimbursement/Newsletter/AJB	4,111	5,000	4,219	4,219	84.38%	5,000	781	18.51%
01-395-220 Reimbursement/AmTower Electric	8,775	10,000	7,713	7,713	77.13%	10,000	2,287	29.65%
01-395-230 Reimbursement/Joint Ownership	9,037	75,000	31,562	67,608	90.14%	50,000	(17,608)	-26.04%
01-395-235 TelventSateliteSvc-E.Goshen	2,079	2,200	1,860	1,860	84.55%	2,200	340	18.28%
01-395-240 Reimburse/WEGO Maint/Diesel	224	2,800	3,209	3,500	125.00%	3,000	(500)	-14.29%
01-395-250 Reimbursed RE Taxes	11,192	12,000	7,750	12,062	100.52%	12,000	(62)	-0.51%
01-395-257 Reimbursement - WEGO Bldg Ins.	8,578	8,850	7,984	7,984	90.21%	8,850	866	10.85%
01-395-700 Developers Reimbursements	15,630	20,000	270	500	2.50%	10,000	9,500	1900.00%
Subtotal (395) Refunds/ Reimbursements	81,967	144,350	75,731	116,651	80.81%	108,050	(8,601)	-7.37%
(399) Fund Balance - Reserve Appropriation								
		-				132,729		
Total General Fund Revenue:	7,335,370	7,782,165	6,372,010	7,277,680	93.52%	7,180,548	(97,132)	-1.33%

**General Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	To Date 10/31/20	2020 Y/E Projection	% of Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(400) Legislative (Governing) Body								
01-400-100 Legislative	9,750	9,750	7,313	9,750	100.00%	9,750	0	0.00%
01-400-200 Legislative Body Expenses	3,618	5,000	947	2,000	40.00%	5,000	3,000	150.00%
01-400-300 IT-Networking BOS	0	500	-	-	0.00%	500	500	100.00%
01-400-320 IPAD- Pomerantz	163	900	639	670	74.44%	200	(470)	-70.15%
01-400-330 IPAD- C. DeWolf	163	300	135	162	54.00%	200	38	23.46%
01-400-340 IPAD- S. Yaw	163	300	623	650	216.67%	200	(450)	-69.23%
Subtotal (400) Legislative Body:	13,856	16,750	9,656	13,232	79.00%	15,850	2,618	19.79%
(402) Financial Administration								
01-402-311 Auditing Service	13,766	14,000	14,241	14,241	101.72%	14,700	459	3.22%
Subtotal (402) Financial Administration:	13,766	14,000	14,241	14,241	101.72%	14,700	459	3.22%
(403) Tax Collection								
01-403-000 Tax Collection	227	250	198	250	100.00%	250	0	0.00%
01-403-210 Office Supplies-Tax Dept	470	1,000	381	500	50.00%	500	0	0.00%
01-403-305 Tax Collection Committee Budget	395	580	578	578	99.66%	530	(48)	-8.27%
01-403-310 EIT Tax Commission	33,309	37,000	27,287	33,500	90.54%	35,000	1,500	4.48%
01-403-315 EIT/LST Advanced Costs	1,081	1,600	994	1,300	81.25%	1,600	300	23.08%
01-403-320 LST Tax Commission	1,849	2,500	1,463	1,800	72.00%	2,200	400	22.22%
01-403-325 Postage -Tax Dept	1,681	1,800	1,695	1,695	94.17%	1,700	5	0.29%
01-403-342 Tax Bills Processing/Printing	415	500	415	415	83.00%	650	235	56.63%
Subtotal for (403) Tax Collection:	39,427	45,230	33,011	40,038	88.52%	42,430	2,392	5.97%
(404) Legal Services								
01-404-310 Solicitor	72,076	70,000	123,672	140,000	200.00%	100,000	(40,000)	-28.57%
01-404-400 Legal Fees Due from Developer	0	3,000	2,300	-	0.00%	3,000	3,000	100.00%
01-404-425 Legal Fees - Special Labor Counsel	0	-	33,590	35,000	0.00%	-	(35,000)	-100.00%
01-404-450 Legal Fees - Toll Brothers CU 1	31,050	-	1,260	1,260	0.00%	-	(1,260)	-100.00%
01-404-451 Legal Fees - Toll Bros CU 2	6,201	20,000	56,462	60,000	300.00%	60,000	0	0.00%
01-404-500 Delinquent Legal - On Lot (Portnoff)	1,936	2,000	-	-	0.00%	2,000	2,000	100.00%
01-404-600 Legal Fees - On Lot Program	0	1,000	-	-	0.00%	500	500	100.00%
Subtotal for (404) Legal Services:	111,262	96,000	217,284	236,260	246.10%	165,500	(70,760)	-29.95%
(406) General Government Admin								
01-406-000 General Gov Administration	91	1,000	97	100	10.00%	500	400	400.00%
01-406-050 Drug Testing	1,121	1,200	484	800	66.67%	1,000	200	25.00%
01-406-100 HR Consultant	-	-	5,969	5,969	-	-	-	-
01-406-210 Office Supplies - Admin	4,713	7,500	4,397	6,000	80.00%	7,500	1,500	25.00%
01-406-230 Office Postage	3,874	3,500	3,842	4,000	114.29%	4,000	0	0.00%
01-406-240 General Operating Expenses	9,083	6,500	6,771	6,500	100.00%	5,000	(1,500)	-23.08%
01-406-260 Minor Equipment	0	6,000	-	-	0.00%	6,000	6,000	100.00%
01-406-320 Communication/Tele-Wireless	6,803	8,000	6,077	7,500	93.75%	8,000	500	6.67%
01-406-325 EE Meal Reimbursement	519	500	84	400	80.00%	500	100	25.00%
01-406-330 Mileage/Tolls	1,367	1,500	613	1,000	66.67%	1,500	500	50.00%
01-406-335 Admin Vehicle/Repairs	622	1,500	503	1,500	100.00%	1,500	0	0.00%
01-406-340 Newsletter	19,593	20,000	14,846	20,000	100.00%	20,000	0	0.00%
01-406-341 Advertising	9,037	8,500	6,969	8,500	100.00%	8,500	0	0.00%
01-406-342 Printing	20	200	-	200	100.00%	200	0	0.00%
01-406-370 Equipment Repair/Maintenance	2,427	3,000	1,994	3,000	100.00%	2,500	(500)	-16.67%
01-406-380 Equipment Rental	2,227	2,700	2,124	2,700	100.00%	2,700	0	0.00%
01-406-420 Membership/Dues/Subscriptions	7,119	7,500	5,968	7,500	100.00%	6,000	(1,500)	-20.00%
01-406-460 Training & Information	4,051	4,000	1,415	2,000	50.00%	3,000	1,000	50.00%
01-406-510 Honorarium & Gifts	367	1,000	-	500	50.00%	1,000	500	100.00%
01-406-600 On-Lot Program Office Supplies	135	500	43	200	40.00%	500	300	150.00%

**General Fund
Expenditures**

		2019	2020	To Date	2020 Y/E	%	2021	\$ Variance	% Variance
		Actual	Adopted Budget	10/31/20	Projection	of Budget Used	Proposed Budget	2020-2021	2020-2021
01-406-602	On-Lot Program Printing	0	500	-	500	100.00%	500	0	0.00%
01-406-603	On-Lot Program Postage	326	500	-	500	100.00%	500	0	0.00%
01-406-640	On-Lot Program - Continuing Ed	0	50	-	50	100.00%	50	0	0.00%
Subtotal for (406) General Gov't Admin:		73,496	85,650	62,195	79,419	92.72%	80,950	1,531	1.93%
(407) IT - Networking Services									
01-407-215	Computer Hardware Svc/Supply	11,850	17,000	16,093	12,000	70.59%	20,000	6,000	66.67%
01-407-218	Square 9 Filing System	941	2,000	-	1,000	50.00%	1,200	200	20.00%
01-407-220	Enterprise Software Maintenance	15,391	18,000	10,757	18,000	100.00%	18,000	0	0.00%
01-407-325	Garage Computer Services	866	1,500	450	1,200	80.00%	1,200	0	0.00%
01-407-330	Garage IPAD	163	400	252	306	76.50%	400	94	30.72%
01-407-400	Web Site Programming	0	1,000	-	-	0.00%	1,000	1,000	100.00%
01-407-480	Internet Fees	2,792	3,000	3,681	3,500	116.67%	3,000	(500)	-14.29%
01-407-600	On-Lot Computer Hardware/Support	0	2,000	-	-	0.00%	2,000	2,000	100.00%
01-407-610	On-Lot Software Engr Program Maint	0	6,000	-	-	0.00%	2,000	2,000	100.00%
Subtotal for (407) IT - Networking Services		32,003	33,900	31,234	36,006	106.21%	48,800	12,794	35.53%
(408) Engineering									
01-408-313	Engineering Services	16,657	25,000	21,570	25,000	100.00%	25,000	0	0.00%
01-408-314-1	Special Engr-NPDES MS4 Permit Svcs	51,924	50,000	53,321	55,000	110.00%	50,000	(5,000)	-9.09%
01-408-315	Engineering-Road Program	61,264	75,000	43,480	75,000	100.00%	75,000	0	0.00%
01-408-316	Inspection Services	3,314	5,000	1,815	3,000	60.00%	5,000	2,000	66.67%
01-408-320	Traffic Eng - GreenLightGo 3&352	26,895	5,000	5,135	5,200	104.00%	-	(5,200)	-100.00%
01-408-350	Municipal Traffic Engineering	3,127	5,000	5,765	6,500	130.00%	6,500	0	0.00%
01-408-400	Engr Svc Due from Developer	(80)	5,000	6,455	7,000	140.00%	5,000	(2,000)	-28.57%
01-408-410	Engr. Insp Svc Due from Dev	19,285	5,000	(7,694)	-	0.00%	5,000	5,000	100.00%
01-408-600	On-Lot Management Annual Report	2,541	2,000	3,891	4,000	200.00%	4,000	0	0.00%
Subtotal for (408) Engineering:		184,926	177,000	133,738	180,700	102.09%	175,500	(5,200)	-2.88%
(409) General Government Buildings									
01-409-250	Repairs/ Maintenance Supplies	56	2,000	-	200	10.00%	2,000	1,800	900.00%
01-409-361	Utilities - Admin	9,168	12,000	7,867	11,000	91.67%	12,000	1,000	9.09%
01-409-366	Water/Supplies- Admin	667	800	380	700	87.50%	800	100	14.29%
01-409-370	Repair/Maintenance Svcs	3,790	5,000	3,072	5,000	100.00%	5,000	0	0.00%
01-409-420	Administration Building Exp	2,421	5,000	4,975	5,000	100.00%	5,000	0	0.00%
01-409-430	Township Garage Exp	7,683	7,000	5,947	7,000	100.00%	7,000	0	0.00%
01-409-431	PW Garage Utilities	12,878	18,000	21,272	23,000	127.78%	25,000	2,000	8.70%
01-409-440	Oakbourne Mansion	21,487	35,000	17,139	23,000	65.71%	25,000	2,000	8.70%
01-409-445	Gatehouse at Oakbourne	455	12,000	455	455	3.79%	13,000	12,545	2757.46%
01-409-730	Capital Expense - Admin Bldg	0	30,000	-	30,000	100.00%	10,000	(20,000)	-66.67%
01-409-735	Capital Expense - PW Garage	22,777	-	-	-	0.00%	0	0	0.00%
01-409-740	Capital Expense - Mansion	-	-	-	-	-	10,000	-	-
01-409-750	Capital Purchase-Minor Equipment	-	15,000	-	15,000	100.00%	10,000	(5,000)	-33.33%
Subtotal for (409) General Gov't Bldgs:		81,382	141,800	61,107	120,355	84.88%	124,800	4,445	3.69%
(410) Public Safety - Police									
01-410-010	Police Department - Budget	3,069,493	3,125,406	2,875,373	3,125,406	100.00%	3,374,478	249,072	7.97%
01-410-030	Police - Misc Expenses	0	250,000	421,061	421,061	168.42%	-	(421,061)	-100.00%
01-410-200	Police Building Property Insurance	7,830	8,000	7,984	7,984	99.80%	8,000	16	0.20%
01-410-610	Police Bldg Capital Reserve Account	15,400	15,750	15,750	15,750	100.00%	20,100	4,350	27.62%
01-492-030	Police Pension Reserve Acct	180,000	180,000	150,000	180,000	100.00%	-	(180,000)	-100.00%
01-492-200	Debt Service-Police Building	144,000	141,530	120,000	141,530	100.00%	144,255	2,725	1.93%
Subtotal (410) Public Safety - Police:		3,416,723	3,720,686	3,590,168	3,891,731	104.60%	3,546,833	(344,898)	-8.86%

**General Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	To Date 10/31/20	2020 Y/E Projection	% of Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(411) Public Safety - Fire								
01-411-360	68,215	76,000	53,605	65,100	85.66%	70,000	4,900	7.53%
01-411-370	640	1,400	-	500	35.71%	1,000	500	100.00%
01-411-450	3,468	3,000	2,486	3,500	116.67%	3,000	(500)	-14.29%
01-411-455	2,151	1,878	984	960	51.12%	1,100	140	14.58%
01-411-531	108,656	108,656	108,656	108,656	100.00%	108,656	0	0.00%
01-411-532	90,152	92,381	-	92,381	100.00%	111,565	19,184	20.77%
01-411-533	10,242	12,000	6,539	6,539	54.49%	7,000	461	7.05%
01-411-534	0	20,000	20,000	20,000	100.00%	25,000	5,000	25.00%
01-411-535	86,601	85,000	88,079	88,079	103.62%	88,000	(79)	-0.09%
Subtotal (411) Public Safety -Fire:	370,124	400,315	280,349	385,715	96.35%	415,321	29,606	7.68%
(413) Building & Code Enforcement								
01-413-200	699	4,000	1,138	2,500	62.50%	3,000	500	20.00%
01-413-250	96,512	100,000	65,732	78,000	78.00%	80,000	2,000	2.56%
01-413-255	6,705	6,000	3,255	6,000	100.00%	6,000	0	0.00%
01-413-400	53,049	35,000	14,386	20,000	57.14%	20,000	0	0.00%
01-413-451	10,075	15,000	7,524	10,000	66.67%	15,000	5,000	50.00%
01-413-452	309	1,000	98	300	30.00%	1,000	700	233.33%
01-413-900	1,274	1,500	702	800	53.33%	1,500	700	87.50%
Subtotal (413) Building & Code Enforcement:	168,622	162,500	92,834	117,600	72.37%	126,500	8,900	7.57%
(414) Planning and Zoning								
01-414-100	675	1,000	-	1,000	100.00%	2,000	1,000	100.00%
01-414-240	4,186	4,000	3,917	4,200	105.00%	4,000	(200)	-4.76%
01-414-313	17,070	15,000	19,139	23,000	153.33%	25,000	2,000	8.70%
01-414-461	4,876	5,000	45	5,000	100.00%	5,000	0	0.00%
01-414-462	16,197	15,000	6,133	5,500	36.67%	10,000	4,500	81.82%
01-414-463	7,820	10,000	920	2,000	20.00%	10,000	8,000	400.00%
01-414-465	4,553	8,000	1,437	6,500	81.25%	5,000	(1,500)	-23.08%
Subtotal (414) Planning and Zoning:	55,376	58,000	31,590	47,200	81.38%	61,000	13,800	29.24%
(415) Emergency Management								
01-415-310	0	150	-	-	0.00%	150	150	100.00%
01-415-320	0	150	-	-	0.00%	150	150	100.00%
01-415-330	0	250	-	-	0.00%	250	250	100.00%
Subtotal (415) Emergency Management:	0	550	-	-	0.00%	550	550	100.00%
(419) Public Safety - Other								
01-419-100	0	1,750	1,639	1,739	99.37%	1,792	53	3.05%
01-419-150	598	1,000	720	900	90.00%	1,000	100	11.11%
01-419-200	765	500	1,576	1,600	320.00%	1,500	(100)	-6.25%
01-419-300	660	500	528	600	120.00%	500	(100)	-16.67%
01-419-350		-	1,050	2,500	0.00%	2,000	(500)	-20.00%
Subtotal (419) Public Safety - Other:	2,023	3,750	5,513	7,339	195.71%	6,792	(547)	-7.45%
(430) Public Works Department								
01-430-210	716	800	189	500	62.50%	500	0	0.00%
01-430-215		-	1,429	1,500	0.00%	1,000	(500)	-33.33%
01-430-220	4,615	6,000	4,393	5,000	83.33%	5,000	0	0.00%
01-430-240	1,169	2,000	1,036	2,000	100.00%	2,000	0	0.00%
01-430-241	2,333	2,800	1,798	2,400	85.71%	2,400	0	0.00%
01-430-250	4,632	4,000	5,562	5,800	145.00%	5,000	(800)	-13.79%
01-430-251		-	12					

**General Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	To Date 10/31/20	2020 Y/E Projection	% of Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
01-430-260 Tool & Equip Purchases - PW	7,863	6,000	1,200	3,000	50.00%	3,000	0	0.00%
01-430-300 Vehicle Maintenance -PW	31,809	27,000	26,778	35,000	129.63%	30,000	(5,000)	-14.29%
01-430-330 PW Vehicle Operation - FUEL	9,764	15,000	10,372	13,000	86.67%	15,000	2,000	15.38%
01-430-370 Tool & Equipment Repair - PW	457	750	-	750	100.00%	750	0	0.00%
01-430-371 Tool & Equipment Rental-PW	0	800	-	800	100.00%	800	0	0.00%
Subtotal (430) Public Works Department:	63,356	65,150	52,769	69,750	107.06%	65,450	(4,300)	-6.16%
(432) Winter Maintenance								
01-432-180 Winter Maintenance OT	8,707	15,000	2,095	3,000	20.00%	10,000	7,000	233.33%
01-432-200 Snow Removal - Contractors	1,150	6,000	-	-	0.00%	-	0	0.00%
01-432-250 Snow Removal - Materials	61,033	80,000	7,020	24,815	31.02%	50,000	25,185	101.49%
01-432-300 Snow Removal - Misc Exp	2,116	9,000	27	2,000	22.22%	10,000	8,000	400.00%
Subtotal (432) Winter Maintenance:	73,006	110,000	9,142	29,815	27.10%	70,000	40,185	134.78%
(433) Traffic Control								
01-433-300 Traffic Control Devices	3,635	0	4,880	4,880	0.00%	2,500	(2,380)	-48.77%
01-433-301 Street Signs, Lines, Markings	17,223	25,000	22,002	23,000	92.00%	25,000	2,000	8.70%
01-433-305 Traffic Signals - Misc Exp	0	3,000	1,000	3,000	100.00%	3,000	0	0.00%
01-433-360 Traffic Signals - Electricity	3,887	5,000	3,294	4,000	80.00%	4,500	500	12.50%
01-433-370 Traffic Signals - Repairs	42,043	30,000	18,445	25,000	83.33%	25,000	0	0.00%
01-433-372 Rt 3 & Rt 352/GreenLightGo Grant	0	300,000	152,056	152,056	50.69%	-	(152,056)	-100.00%
01-433-375 Traffic Signal - Rt 352 & Rt 926	1,200	20,000	-	18,000	90.00%	-	(18,000)	-100.00%
01-433-450 Traffic Signals - Contract Svc	2,978	3,500	-	3,500	100.00%	3,500	0	0.00%
01-433-500 Adaptative Traffic Signal Rt 3/GRANT	0	154,250	179,843	179,844	116.59%	-	(179,844)	-100.00%
Subtotal (433) Traffic Control:	70,966	540,750	381,519	413,280	76.43%	63,500	(349,780)	-84.64%
(434) Street Lighting								
01-434-360 Street Lights - Electricity	1,334	1,550	1,057	1,350	87.10%	1,550	200	14.81%
Subtotal (434) Street Lighting:	1,334	1,550	1,057	1,350	87.10%	1,550	200	14.81%
(436) Storm Sewers and Drains								
01-436-450 Drainage	1,960	11,500	12,560	18,750	163.04%	11,500	(7,250)	-38.67%
Subtotal (436) Drainage:	1,960	11,500	12,560	18,750	163.04%	11,500	(7,250)	-38.67%
(437) Tools & Machinery								
01-437-370 Tool/Machinery - Maint/Repair	300	3,000	-	3,000	100.00%	3,000	0	0.00%
01-437-720 Tree Chipper	0	-	-	-	0.00%	65,000	0	0.00%
01-437-725 Backhoe Expenses	1,248	6,000	1,775	6,000	100.00%	6,000	0	0.00%
01-437-735 2021 International Dump/Plow						30,000		
01-437-740 2020 International Dump/Plow 67-25	46,862	46,862	46,862	46,862	100.00%	46,862	0	0.00%
01-437-750 Minor Equip Purchase-PW	1,483	6,000	-	6,000	100.00%	3,000	(3,000)	-50.00%
Subtotal (437) Tools & Machinery:	49,893	61,862	48,637	61,862	100.00%	153,862	92,000	148.72%
(438) Road & Bridge Maintenance								
01-438-250 Highway Material - Public Work	1,685	3,500	400	3,500	100.00%	3,500	0	0.00%
01-438-251 Road Repair - Public Works	3,509	1,500	461	1,500	100.00%	1,500	0	0.00%
01-438-380 Rental Equipment - Public Work	0	500	-	500	100.00%	500	0	0.00%
01-438-451 PA One Call System	1,353	1,000	825	1,000	100.00%	1,000	0	0.00%
01-438-452 Satellite Subscription Service	3,602	3,900	3,720	3,720	95.38%	3,900	180	4.84%
Subtotal (438) Rd & Bridge Maintenance:	10,149	10,400	5,406	10,220	98.27%	10,400	180	1.76%
(439) Highway Construction								

**General Fund
Expenditures**

		2019	2020	To Date	2020 Y/E	%	2021	\$ Variance	% Variance
		Actual	Adopted Budget	10/31/20	Projection	of Budget Used	Proposed Budget	2020-2021	2020-2021
01-439-100	Street Construction	453,703	400,000	-	512,000	128.00%	300,000	(212,000)	-41.41%
01-439-200	Stormwater Repairs	0	100,000	-		0.00%	100,000	100,000	100.00%
Subtotal (439) Highway Construction:		453,703	500,000	0	512,000	102.40%	400,000	(112,000)	-21.88%
(446) Stormwater Management/MS4 Requirements									
01-446-200	NPDES/MS4 Permit	1,000	1,000	1,000	1,000	100.00%	1,000	0	0.00%
Subtotal (446) Stormwater Management		1,000	1,000	1,000	1,000	100.00%	1,000	0	0.00%
(450) Historical Commission									
01-450-000	Historical Commission Expenses	2,339	3,500	1,287	250	7.14%	5,000	4,750	1900.00%
01-450-200	Huey Property Maintenance	9,870	10,780		10,780	100.00%	-		0.00%
01-450-100	Minnaci Property	0	-	-	-	0.00%	10,000	10,000	100.00%
Subtotal (450) Historical Commission		12,209	14,280	1,287	11,030	77.24%	15,000	3,970	35.99%
(451) Cultural & Recreation Administration									
01-451-000	Park & Recreation Commission	3,615	7,000	308	1,000	14.29%	5,000	4,000	400.00%
01-451-020	Special Tourism Mktg Initiative	7,623	6,500	1,345	2,500	38.46%	6,500	4,000	160.00%
01-451-100	Westtown Days	11,149	10,000	-	-	0.00%	10,000	10,000	100.00%
Subtotal (451) Park & Recreation:		22,387	23,500	1,653	3,500	14.89%	21,500	18,000	514.29%
(454) Township Parks									
01-454-240	General Park Expense	7,385	5,000	2,042	3,000	60.00%	9,000	6,000	200.00%
01-454-250	Park Supplies	1,844	2,000	4,695	5,000	250.00%	3,000	(2,000)	-40.00%
01-454-251	Special Park Projects	55,187	25,000	3,600	25,000	100.00%	13,000	(12,000)	-48.00%
01-454-260	Park Tool & Equip Purchase	1,012	1,500	1,026	1,500	100.00%	1,500	0	0.00%
01-454-370	Park Equip Repair & Operat	1,695	2,000	530	1,500	75.00%	2,000	500	33.33%
01-454-380	Equipment Rental	2,583	3,000	4,751	5,000	166.67%	3,000	(2,000)	-40.00%
01-454-450	Parks - Lawn Maintenance	1,306	5,000	1,759	2,500	50.00%	2,500	0	0.00%
01-454-500	Park Water Usage	1,688	1,700	1,486	1,700	100.00%	1,700	0	0.00%
01-454-600	Community Garden - Shared Cost	683	700	1,821	1,821	260.14%	1,000	(821)	-45.09%
Subtotal (454) Township Parks:		73,383	45,900	21,711	47,021	102.44%	36,700	(10,321)	-21.95%
(456) Libraries									
01-456-000	Libraries	11,000	11,000	11,000	11,000	100.00%	11,000	0	0.00%
Subtotal (456) Libraries:		11,000	11,000	11,000	11,000	100.00%	11,000	0	0.00%
(461) Conservation of Natural Resources									
01-461-000	Forestry Management	14,375	20,000	4,500	20,000	100.00%	20,000	0	0.00%
01-461-330	Tyson Park Special Maintenance	0	7,500	5,085	7,225	96.33%	10,000	2,775	38.41%
01-461-340	Tyson Park Phase 2 (trail-parking)	178,070	-	1,638	1,638	0.00%	-	(1,638)	-100.00%
01-461-350	CADMUS Renewable Energy Plan	6,196	4,000	1,931	1,931	48.28%	-	(1,931)	-100.00%
Subtotal (461) Conservation of Natural Resources:		198,640	31,500	13,153	30,794	97.76%	30,000	(794)	-2.58%
(462) Community Develop Housing									
01-462-000	Community Development	300	600	300	600	100.00%	600	0	0.00%
Subtotal (462) Community Development:		300	600	300	600	100.00%	600	0	0.00%
(480) Miscellaneous									
01-480-000	Miscellaneous Expenditures	92	500	-	500	100.00%	500	0	0.00%
01-480-100	Bank Charges	708	500	416	500	100.00%	500	0	0.00%

**General Fund
Expenditures**

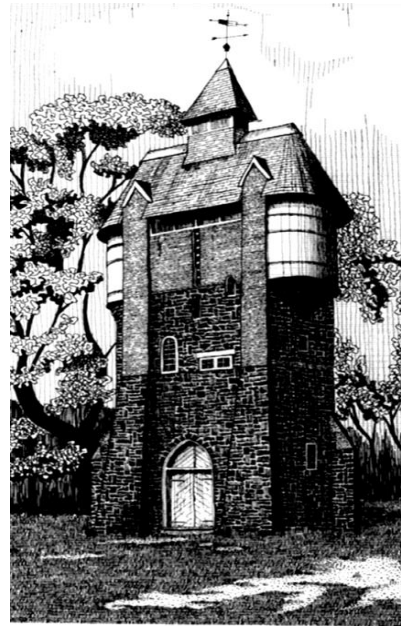
	2019 Actual	2020 Adopted Budget	To Date 10/31/20	2020 Y/E Projection	% of Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
Subtotal (480) Miscellaneous:	800	1,000	416	1,000	100.00%	1,000	0	0.00%
(484) Workers Compensation Insurance								
01-484-354 Workers Compensation Insurance	28,389	35,000	36,734	36,734	104.95%	40,000	3,266	8.89%
Subtotal (484) Workers Comp Insurance:	28,389	35,000	36,734	36,734	104.95%	40,000	3,266	8.89%
(486) Insurance and Benefits								
01-486-100 General Liability Insurance	21,806	25,000	21,959	21,959	87.84%	25,000	3,041	13.85%
01-486-200 Admin Bldg Property Insurance	2,955	3,500	3,186	3,186	91.03%	3,500	314	9.86%
01-486-210 PW Garage Property Ins	8,775	8,800	7,746	7,746	88.02%	8,800	1,054	13.61%
01-486-220 Mansion/Park Property Ins	9,261	9,500	8,154	8,154	85.83%	8,500	346	4.24%
01-486-230 Traffic Signal Property Ins	2,282	2,500	2,513	2,513	100.52%	2,550	37	1.47%
01-486-240 Contractor Equip/Debris Remove	1,336	1,500	1,571	1,571	104.73%	1,600	29	1.85%
01-486-250 Auto Physical Damage Property	4,883	5,500	6,117	6,117	111.22%	6,400	283	4.63%
01-486-300 Automobile Liability Insurance	6,204	8,000	5,488	5,488	68.60%	8,000	2,512	45.77%
01-486-310 Auto Insurance Claim/Deductible	0	-	4,536	4,536	0.00%	3,000	(1,536)	-33.86%
01-486-400 Public Officials Liability	11,425	14,000	10,480	10,480	74.86%	12,000	1,520	14.50%
01-486-401 Bonds-Treasurer's/Other	2,075	4,500	2,075	2,075	46.11%	3,500	1,425	68.67%
Subtotal (486) Insurance & Benefits:	71,003	82,800	73,825	73,825	89.16%	82,850	9,025	12.22%
(487) Employee Benefits								
01-401-100 General Fund Payroll *****	576,966	692,818	523,705	650,000	93.82%	689,515	39,515	6.08%
01-405-400 Office Clerical/Part Time Temp	0	12,000	-	12,000	100.00%	12,000	0	0.00%
01-430-115 Public Works Seasonal Payroll	14,991	15,000	144	2,500	16.67%	10,000	7,500	300.00%
01-430-180 Public Works Overtime	5,415	5,000	1,978	5,000	100.00%	5,000	0	0.00%
01-400-1xx Payroll Taxes	56,841	64,000	48,711	55,000	85.94%	62,545	7,545	13.72%
01-487-152 Employee(s) Benefits (Leaves)	80,450	80,450	55,276	80,450	0.00%	82,850	2,400	2.98%
01-487-153 Insurance (Life,AD&D,LTD,STD)	12,755	15,000	10,520	13,000	86.67%	15,000	2,000	15.38%
01-487-154 Dental Insurance (Empl)	5,336	5,800	2,171	5,025	86.64%	5,500	475	9.45%
01-487-155 Vision Reimbursement	2,139	5,000	722	5,000	100.00%	5,000	0	0.00%
01-487-156 Health/Hospital Insurance	83,078	102,000	64,186	74,955	73.49%	78,000	3,045	4.06%
01-487-157 HRA - PrimePay	12,709	21,000	11,727	15,000	71.43%	15,000	0	0.00%
01-487-158 HCA Plan Fees	1,295	1,500	1,135	1,500	100.00%	1,500	0	0.00%
01-487-159 Healthcare Reimbursement	25,722	25,124	13,354	15,550	61.89%	14,400	(1,150)	-7.40%
01-487-160 Employer Contribution to Pension	47,667	60,000	53,521	53,521	89.20%	60,000	6,479	12.11%
01-487-161 Cell Phone Reimbursement	180	-	780	960	0.00%	1,800	840	87.50%
01-487-500 On-Lot Staff Insurance	9,515	11,000	5,326	6,500	59.09%	7,000	500	7.69%
Subtotal (487) Employee Benefits:	935,057	1,035,242	793,255	995,961	96.21%	1,065,110	69,149	6.94%
(491) Refunds of Prior Year Revenues								
01-491-010 RE Tax Refund	2,174	4,500	1,284	2,500	55.56%	2,500	0	0.00%
01-491-013 Reimbursable Tax Payments	11,210	12,000	11,192	11,192	93.27%	12,000	808	7.22%
01-491-090 State Aid-Pension Excess	23,262	20,000	22,120	22,120	110.60%	23,000	880	3.98%
01-491-100 Miscellaneous Reimbursement	522	1,500	2,387	500	33.33%	1,500	1,000	200.00%
Subtotal (491) Refunds of Prior Yr Revenues:	37,168	38,000	36,983	36,312	95.56%	39,000	2,688	7.40%
(492) Interfund Operating Transfers								
01-492-020 Transfer to Capital Projects	310,000	-	-	-	0.00%	-	0	0.00%
01-492-030 Transfer to Capital Reserve/WEGO Police (410)	-	-	-	-	0.00%	-	-	0.00%
01-492-035 Transfer to Capital Future Reserve	-	-	-	-	0.00%	30,000	-	100.00%
01-492-200 Transfer to Debt Svc/WEGO Series 2012 Police (410)	-	-	-	-	0.00%	-	-	0.00%
01-492-300 Transfer to Debt Svc /Series 2016	180,000	180,000	150,000	180,000	100.00%	180,000	0	0.00%
01-492-400 Transfer to Capital Repl Reserve	50,000	25,000	-	25,000	100.00%	25,000	0	0.00%

**General Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	To Date 10/31/20	2020 Y/E Projection	% of Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
Subtotal (492) Interfund Operating Transfers:	540,000	205,000	150,000	205,000	100.00%	235,000	30,000	14.63%
Total General Fund Expenditures	7,218,687	7,782,165	6,215,328	7,740,640	99.47%	7,180,548	(560,091)	-7.24%
Total GENERAL FUND Revenues:	7,335,370	7,782,165	6,372,010	7,277,680	93.52%	7,180,548	(97,132)	-1.33%
Total GENERAL FUND Expenditures:	7,218,687	7,782,165	6,215,328	7,740,640	99.47%	7,180,548	(560,091)	-7.24%
Total GENERAL FUND Balance	116,683	-	156,682	(462,960)		(0)		

Westtown Township

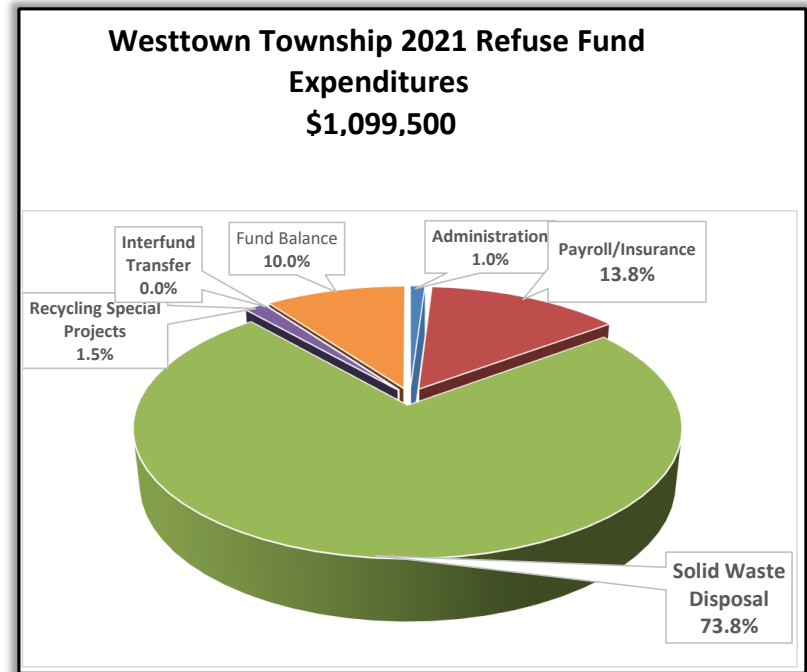
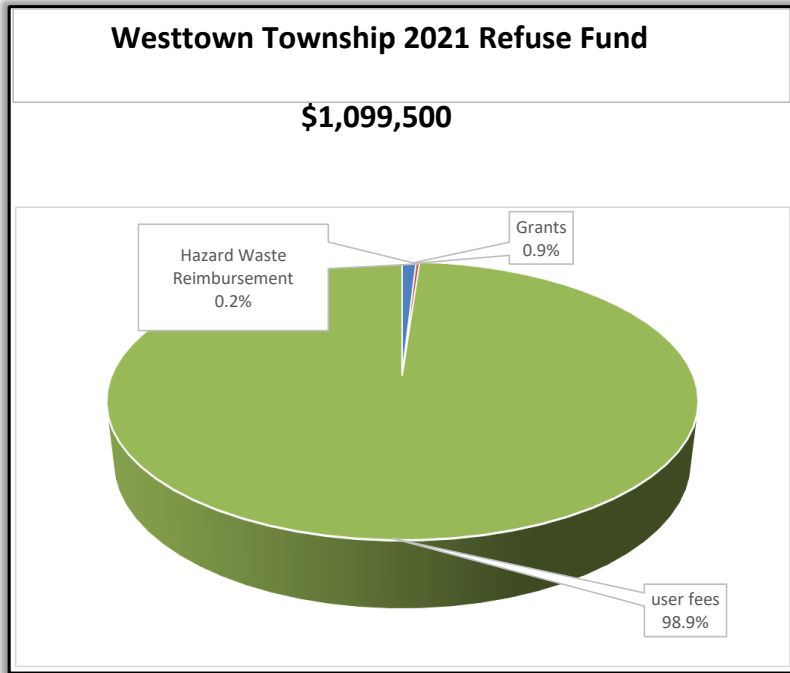
2021 State Liquid Fuels Fund Budget



**State Highway Aid Fund
Revenue and Expenditures**

	2019 Acctual Budget	2020 Budget	Yr To Date 10/31/20	Estimate 12/31/20	2021 Proposed Budget	Difference Proposed 21 vs 20 Est	% Change Proposed 21 vs 20 Est
State Highway Aid Fund Revenue							
Fund Balance	32,145	10,246	35,667	35,667	31,877		
(341) Interest Earnings							
35 01-341-000 Interest Earnings	1,692	1,280	80	80	200	120	150.00%
(355) State Shared Revenues							
35 35-355-050 Liquid Fuels	394,621	376,394	384,050	384,050	346,107	(37,943)	-9.88%
35 35-355-050 Turnback Allocation	7,080	7,080	7,080	7,080	7,080	0	0.00%
Total Highway Aid Fund Revenue	435,538	384,754	426,876	426,877	353,387	(73,490)	-17.22%
State Highway Aid Fund Expenditures							
(439) Highway Construction							
35 35-439-610 Street Construction	400,000	395,000	0	395,000	300,000	(95,000)	-24.05%
Subtotal (439) Highway Construction:	400,000	395,000	0	395,000	300,000	(95,000)	-24.05%
(492) Interfund Operating Transfers							
35 35-492-100 Transfer to Fund Balance					53,387		
Total Highway Aid Fund Expenditures:	400,000	395,000	0	395,000	353,387	(41,613)	-10.53%
Total HIGHWAY AID FUND Revenue	435,538	395,000	426,876	426,877	353,387	(73,490)	-17.22%
Total HIGHWAY AID FUND Expenditures	400,000	395,000	0	395,000	353,387	(41,613)	-10.53%
Total HIGHWAY AID FUND Fund Balance	35,538	0	426,876	31,877	0		

Fiscal Year 2021 Refuse Fund



Glossary

Refuse Charges - Solid Waste collection fees for residential customers

Grants - Department of Environmental Protection Recycling Grant

Reimbursements - Household Hazardous Waste Collection

Solid Waste Collection/Disposal - Contracted Collection Fees (A.J.Blosenski) disposal (tipping fees) at Chester County Landfill.

Administration - Delinquent collection legal fees, postage, billing and credit card fees

Payroll - Salary & benefits of administrative staff

Recycling - Cost of special recycling projects

Fund Balance - Reserves for future recycling projects and rate increase protection. The annual charge of \$320 will remain as is despite anticipated increases in the

**Refuse Fund
Revenue**

	2020 Budget	2020 YTD 10/31/20	2020 Y/E Projection	% of Budget Rec'd	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020 -2021
<u>(355) State Shared Revenues</u>							
09-355-020 DER Grant - Recycling	10,000	0	10,000	100%	10,000	0	0.00%
Subtotal State Revenue	10,000	0	10,000	100%	10,000	0	0.00%
<u>(395) Reimbursements</u>							
09-395-205 Hazard Waste Reimburse	2,000	2,080	2,079	104%	2,500	421	20.25%
Subtotal Reimbursements	2,000	2,080	2,079	104%	2,500	421	20.25%
<u>(364) Sanitation/Trash/Recycling Fee</u>							
09-364-300 Solid Waste Collection	1,061,120	921,002	1,047,000	99%	1,062,000	15,000	1.43%
09-364-500 Delinquent UB Collections	25,000	14,121		0%	25,000	25,000	100.00%
Subtotal (364) Trash/Recycling:	1,086,120	935,123	1,047,000	96%	1,087,000	40,000	3.82%
Total Refuse Revenue	1,098,120	937,203	1,059,079	97%	1,099,500	40,421	3.82%

**Refuse Fund
Expenditures**

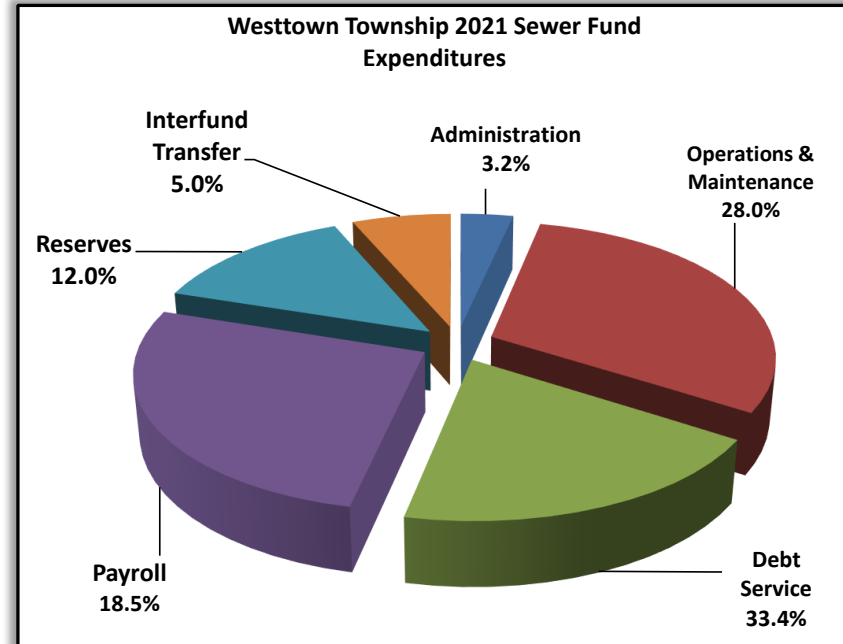
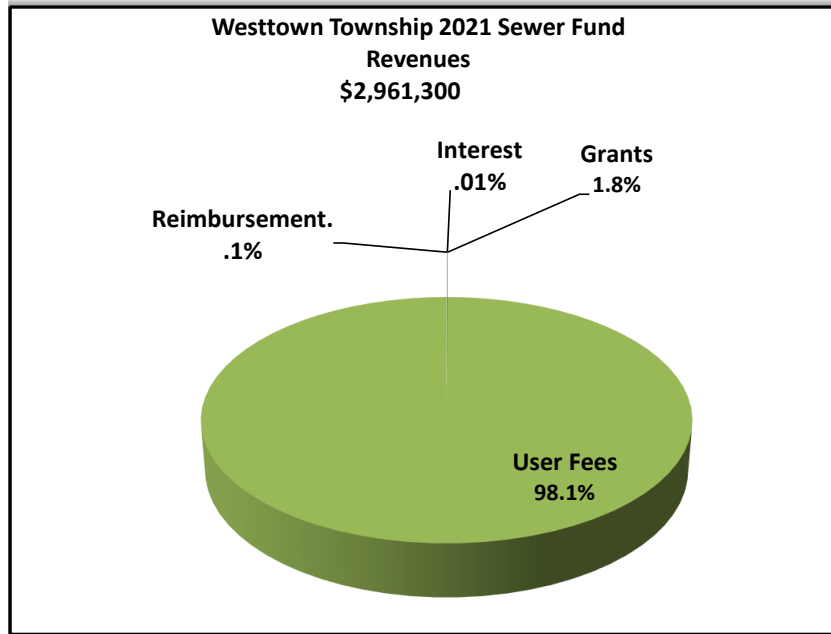
	2019 Actual	2020 Budget	2020 YTD 10/31/20	2020 Y/E Projection	% Budget Used	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(401) Refuse Wages								
09-401-000 Administration Refuse Payroll	51,857	121,545	91,234	109,256	89.89%	119,075	9,819	8.99%
09-401-161 Refuse Payroll Taxes	4,179	12,140	7,332	8,300	68.37%	9,109	809	9.75%
09-487-156 Refuse Benefits	3,042	30,525	14,661	21,175	69.37%	23,000	1,825	8.62%
Subtotal (401-487) Wage & Benefits	59,078	164,210	113,228	138,731	84.48%	151,184	12,453	8.98%
(404) Solicitor								
09-404-500 Delinquent Collection Legal Fees	-	4,000	1,760	2,500	62.50%	4,000	1,500	60.00%
Subtotal (404) Solicitor	-	4,000	1,760	2,500	62.50%	4,000	1,500	60.00%
(406) General Government Administration								
09-406-360 Municipipay Credit Card Fees	751	13,500	5,374	7,500	55.56%	7,500	-	0.00%
Subtotal (406) Gen Gov't Admin	751	13,500	5,374	7,500	55.56%	7,500	-	0.00%
(426) Recycling								
09-426-100 Recycling - Special Projects	8,625	16,000	-	-	0%	16,000	16,000	100.00%
Subtotal (426) Recycling:	8,625	16,000	-	-	0%	16,000	16,000	100.00%
(427) Solid Waste Collect/Disposal								
09-427-100 Solid Waste Collect/Contracted	458,000	458,000	381,667	458,000	100.00%	537,600	79,600	17.38%
09-427-120 Solid Waste Tipping Fees	239,372	240,000	215,093	255,000	106.25%	265,000	10,000	3.92%
09-427-140 Solid Waste Collection/Gen	300	1,500	319	1,500	100.00%	1,500	-	0.00%
09-427-150 Solid Waste UB & Postage	4,761	7,000	5,457	6,500	92.86%	7,000	500	7.69%
Subtotal (427) Solid Waste:	702,433	706,500	602,536	721,000	102.05%	811,100	90,100	12.50%
(492) Interfund Operating Transfer								
09-492-000 Transfer to WW Fund/Delinq.Collections		50,000	-	50,000	100.00%		(50,000)	-100.00%
* 09-492-010 Transfer to Fund Balance		143,910		139,348	96.83%	109,716	(29,632)	-21.26%
Subtotal (492) Interfund Transfer	-	193,910	-	189,348	97.65%	109,716	(79,632)	-42.06%
Total Solid Waste Collection Expenses	770,887	1,098,120	722,898	1,059,079	96.44%	1,099,500	40,421	3.82%
Total Solid Waste Revenue	1,093,911	1,098,120	937,203	1,059,079	96.44%	1,099,500	40,421	3.82%
Total Solid Waste Expenses	770,887	1,098,120	722,898	1,059,079	96.44%	1,099,500	40,421	3.82%
Total Solid Waste Fund Balance	323,024	0	214,305	-		-		

Westtown Township

2021 Sewer Fund Budget



Fiscal Year 2021 Sewer Fund Budget



Glossary

Sanitation/Sewage Charges - User fees collected from properties connected to the Township's two public wastewater systems, Westtown Chester Creek and West Goshen.

Grants -Act 537 Reimbursement

Reimbursements - Developer's reimbursement of legal and engineering fees.

Interest Earned - Earnings derived from cash holdings.

Operations & Maintenance - Costs associated with wastewater collection and treatment for Chester Creek Sewer Plant, Pump Stations, and sewage processed by West Goshen Municipal Authority.

Administration - Postage, billing, legal, engineering & liability insurance.

Payroll - Salary & benefits for plant operators and prorated share of salaries and benefits of administrative staff.

Debt Service - Sinking fund payments for GO Bond 2016 and GO Bond 2012.

Reserves - Based on Fund Balance Policy (Resolution 2013-7 Amended 8/16/16) no less than 12% of budgeted revenue for the current budget year shall fund the Sewerage System Capital Reserve and Sewerage System Capital Improvement Program. **2020 budget appropriation is 12.2%.**

**Sewer Fund
Revenue**

	2019 Actual	2020 Budget	YTD 10/31/20	2020 Y/E Projection	YTD % Budget Used	2021 Proposed Budget	\$ Variance 2019-2020	% Variance 2019-2020
(341) Interest Earnings								
1 08-341-000 Interest Earnings	4,877	4,300	1,251	1,295	30.12%	1,000	(295)	-22.78%
Subtotal (341) Interest Earnings	4,877	4,300	1,251	1,295	30.12%	1,000	(295)	-22.78%
(354) State Capital & Operating Grants								
08-354-100 PA Small Water & Sewer Grant	210,975	0	0	0	0.00%	0	0	0.00%
08-354-200 Act 537 Plan Reimbursement (50%)	0	55,387	0	0	0.00%	55,387	55,387	100.00%
Subtotal (354) Grants	210,975	55,387	0	0	0.00%	55,387	55,387	100.00%
(361) Twp Sales/Charges for Service								
08-361-601 UB Returned Check Fee	0	0	65	60	0.00%	100	40	66.67%
(364) Sanitation/Sewage Charges								
1 08-364-110 Sewage Tapping Fee /WCC	0	11,720	2,930	2,930	25.00%	8,790	5,860	200.02%
1 08-364-111 Sewage Tapping Fee/ W.Goshen	53,790	18,985	25,313	25,313	133.33%	15,820	(9,493)	-37.50%
08-364-115 Sewer Inspection-Residential	0	2,000	-	0	0.00%	2,000	2,000	100.00%
08-364-120 Sewer User Fees Not Metered	2,415,404	2,492,545	2,268,832	2,495,687	100.13%	2,500,000	4,313	0.17%
08-364-122 Sewer Fees-Club Swim Pool	1,640	1,640	1,640	1,640	100.00%	1,640	0	0.00%
08-364-123 Sewer Fees-Pool Club House	1,640	1,640	1,640	1,640	100.00%	1,640	0	0.00%
08-364-124 Commercial Sewer Fees Metered	165,247	220,350	207,139	241,789	109.73%	273,700	31,911	13.20%
08-364-125 Westtown Sch Meter Usage	52,097	94,433	68,268	68,268	72.29%	80,500	12,232	17.92%
08-364-130 Admin Fee WT Sch Pump Station	1,200	1,200	1,200	1,200	100.00%	1,200	0	0.00%
08-364-135 Thornbury Twp CC Maint Fee	1,500	1,600	1,600	1,600	100.00%	1,600	0	0.00%
1 08-364-500 Delinquent Sewer Collections	56,930	50,000	-	-	0.00%	55,250	55,250	100.00%
Subtotal (364) Sanitation	2,749,449	2,896,113	2,578,562	2,840,067	98.06%	2,942,140	102,073	3.59%
(380) Miscellaneous Revenue								
08-380-000 Reserve Appropriation	0	0	0	0	0.00%	3,019	3,019	100.00%
Subtotal (390) Misc Revenue	0	0	0	0	0.00%	3,019	3,019	100.00%
(395) Refunds & Reimbursements								
1 08-395-100 Miscellaneous Refunds	308	0	0	0	0.00%	500	500	100.00%
08-395-200 Miscellaneous Reimbursement	96,250	500	0	0	0.00%	500	500	100.00%
1 08-395-700 Developers Reimbursements	0	5,000	0	1,500	30.00%	1,000	(500)	-33.33%
Subtotal (395) Refunds & Reimbursements:	96,558	5,500	0	1,500	27.27%	2,000	500	33.33%
Total Sewer Revenue	3,061,859	2,961,300	2,579,878	2,842,922	96.00%	3,003,646	160,724	5.65%

**Sewer Fund
Expenditures**

		2019 Actual	2020 Adopted Budget	YTD 10/31/2020	2020 Y/E Projection	% Budget Used	2021 Proposed Budget	\$ Variance 2019-2020	% Variance 2019-2020
(401) Executive									
08-401-000	WW General Expense	0	500	0	150	30.00%	500	350	233.33%
08-401-210	WW - Office Supplies	300	350	319	320	91.43%	350	30	9.38%
08-401-241	WW - Training & Information	1,032	3,000	1,577	1,600	53.33%	2,000	400	25.00%
08-401-341	WW Advertising	492	1,000	0	630	63.00%	500	(130)	-20.63%
08-401-342	WW Printing	0	100	0	0	0.00%	100	100	100.00%
Subtotal (401) Executive:		1,824	4,950	1,896	2,700	54.55%	3,450	750	27.78%
08-404-310	WW Legal - WCC	0	2,500	0	200	8.00%	2,500	2,300	1150.00%
08-404-314	WW Legal - West Goshen	17,678	10,000	0	0	0.00%	3,000	3,000	100.00%
08-404-400	WW Legal - Due From Developer	0	0	0	0	0.00%	0	0	0.00%
08-404-500	WW Delinquent Collection Legal Fees	1,936	4,000	1,760	2,500	62.50%	4,000	1,500	60.00%
Subtotal (404) Legal Services:		19,614	16,500	1,760	2,700	16.36%	9,500	6,800	251.85%
(406) General Government Admin									
08-406-100	TMDL Coalition	5,305	10,000	5,362	5,362	53.62%	7,500	2,138	39.87%
08-406-200	NPDEs Permit	0	500	8,893	10,000	2000.00%	7,000	(3,000)	-30.00%
08-406-225	Daily Discharge Capacity Fee	626	700	638	638	91.14%	700	62	9.72%
08-406-360	Municipipay Credit Card Fees	751		5,439	6,433	0.00%	7,500		16.59%
08-406-500	Chapter 302-WW Opr Cert Fee	165	300	165	165	55.00%	300		81.82%
08-406-800	Aqua Sewer Billing Fee	300	0	300	300	0.00%	300	0	0.00%
Subtotal (406) General Govt Admin:		7,147	11,500	20,797	22,898	199.11%	23,300	402	1.76%
(407) Networking Services									
08-407-215	WW Computer/Svcs/Support	0	500	0	500	100.00%	500	0	0.00%
Subtotal (407) Networking Services		0	500	0	500	100.00%	500	0	0.00%
(408) Engineering									
08-408-000	WW Engineering - General	0	2,000	1,857	2,000	100.00%	2,000	0	0.00%
08-408-100	Sewer Rate Study	5,633	5,000	945	5,000	100.00%	5,000	0	0.00%
08-408-150	Tapping Fee Study	175	1,000	1,365	1,500	150.00%	1,500	0	0.00%
08-408-313	WW Engineering-WCC	10,783	25,000	537	0	0.00%	25,000	25,000	100.00%
08-408-314	WW Engineering - W.Goshen	9,662	20,000	378	0	0.00%	20,000	20,000	100.00%
08-408-315	WW Forcemain Relocation/OakbourneRD E	12,029	0	0	0	0.00%	0	0	0.00%
08-408-320	Kirkwood PS (2018= Design) (2019 Const A	39,647	0	872	1,000	0.00%	0	(1,000)	-100.00%
08-408-321	PGPS -DEP Permits & Grant Application	3,102	0	882	1,000	0.00%	0	(1,000)	-100.00%
08-408-322	Ponds Edge Rd Sliplining		0	181	200	0.00%	0	(200)	-100.00%
08-408-400	WW Engr Due From Developer	972	5,000	3,758	5,000	100.00%	5,000	0	0.00%
Subtotal (408) Engineering:		82,002	58,000	10,776	15,700	27.07%	58,500	42,800	272.61%
(429) Wastewater Collection/Treatment									
08-429-240	Administration & Billing - WCC	7,164	7,500	6,396	7,500	100.00%	7,500	0	0.00%
08-429-244	WW Supplies - WCC	9,158	10,000	3,473	7,500	75.00%	10,000	2,500	33.33%
08-429-245	WW Supplies - Kirkwood Pump Station	0	500	94	200	40.00%	500	300	150.00%
08-429-246	WW Supplies - Pleasant Gr Pump Station	1,482	1,000	197	500	50.00%	1,000	500	100.00%
08-429-247	WW Supplies - Rustin Pump Station	0	1,000	408	500	50.00%	1,000	500	100.00%
08-429-251	WW Supplies - WG	89	1,000	73	200	20.00%	1,000	800	400.00%
08-429-260	WW Tool Purchases	200	500	0	500	100.00%	500	0	0.00%
08-429-261	WW Tool/Equipment Rental	0	500	0	500	100.00%	500	0	0.00%
08-429-320	WW Telephone	586	800	508	670	83.75%	800	130	19.40%
08-429-344	Act 537 Sewage Facilities Plan-Preliminary	29,628	54,388	31,263	54,400	100.02%	55,000	600	1.10%
08-429-345	Chapter 94 Report	8,076	5,000	8,164	8,164	163.28%	8,500	336	4.12%
08-429-360	WW Utilities - WCC	49,821	55,000	43,666	52,800	96.00%	55,000	2,200	4.17%

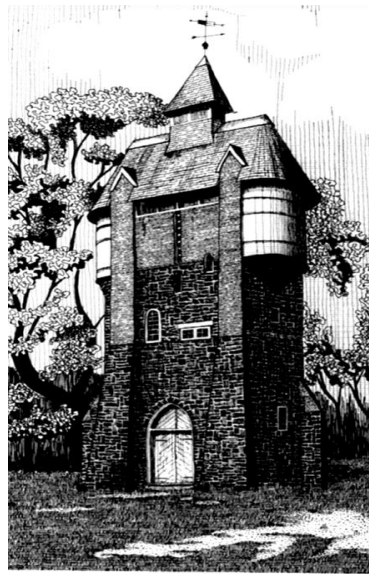
**Sewer Fund
Expenditures**

		2019	2020	YTD	2020 Y/E	%	2021	\$ Variance	% Variance
		Actual	Adopted Budget	10/31/2020	Projection	Budget Used	Proposed Budget	2019-2020	2019-2020
08-429-361	Utilities - Pleasant Grv Pump Station	12,261	15,000	9,958	12,000	80.00%	15,000	3,000	25.00%
08-429-362	Utilities-Trellis Lane	2,582	3,000	1,936	2,500	83.33%	3,000	500	20.00%
08-429-363	Utilities-Sage Lane	1,864	2,000	1,516	2,000	100.00%	2,000	0	0.00%
08-429-364	Utilities-Ltl Shiloh Rd	257	400	261	320	80.00%	400	80	25.00%
08-429-365	Utilities-ArborView Pump Station	2,604	3,000	2,305	2,900	96.67%	3,000	100	3.45%
08-429-366	Utilities-Kirkwood Pump Station	4,205	3,600	2,103	2,400	66.67%	3,600	1,200	50.00%
08-429-367	Utilities-Thorne @ Maple	283	400	261	350	87.50%	400	50	14.29%
08-429-368	Utilities-Rustin PS	3,958	5,000	3,551	5,000	100.00%	5,000	0	0.00%
08-429-373	Treatment - WG (Goose Creek)	206,583	250,000	165,568	250,000	100.00%	250,000	0	0.00%
08-429-374	Equipment Repair - WCC	49,398	45,000	0	45,000	100.00%	45,000	0	0.00%
08-429-375	Equipment Repair - WG	0	5,000	0	5,000	100.00%	5,000	0	0.00%
08-429-376	Operation & Maintenance - WCC	74,264	180,000	57,317	55,000	30.56%	180,000	125,000	227.27%
08-429-377	Operation & Maintenance - WG	13,730	20,000	15,838	17,000	85.00%	20,000	3,000	17.65%
08-429-378	Op & Maint - Pleasant Grove PS	3,965	40,000	10,300	20,000	50.00%	65,000	45,000	225.00%
08-429-379	Op & Maint - Rustin PS	2,734	5,000	6,249	9,500	190.00%	5,000	(4,500)	-47.37%
08-429-380	Ashbridge Pump Station(WG)	1,180	1,500	0	1,500	100.00%	1,500	0	0.00%
08-429-381	Op & Maint - ArborView PS	0	3,000	0	3,000	100.00%	3,000	0	0.00%
08-429-382	Op & Maint - Kirkwood PS	554	1,000	1,173	1,800	180.00%	1,000	(800)	-44.44%
08-429-450	Alarm System Monitoring - WCC	18,789	20,500	15,718	20,500	100.00%	20,500	0	0.00%
08-429-451	Alarm System Monitoring - WG	10,052	12,000	8,377	10,052	83.77%	12,000	1,948	19.38%
08-429-452	Sludge Hauling Contract	35,046	40,000	28,401	40,000	100.00%	35,000	(5,000)	-12.50%
08-429-455	Sewer Line Flush/Televise	0	5,000	0	5,000	100.00%	5,000	0	0.00%
08-429-600	W.Goshen Sewer Capital Costs	171,309	0	0	0	0.00%	0	0	0.00%
08-429-650	Kirkwood PS Construction - Grant	316,024	0	0	0	0.00%	0	0	0.00%
08-429-750	Equipment Purchase - WCC	0	15,000	0	15,000	100.00%	15,000	0	0.00%
08-429-751	Equipment Purchase - WG	0	1,000	0	1,000	100.00%	1,000	0	0.00%
Subtotal (429) WW Collection/Treatment:		1,037,844	813,588	425,074	660,256	81.15%	837,700	177,444	26.88%
(480) Miscellaneous									
08-480-100	Miscellaneous Expenses	0	0	0	0	0.00%	0	0	0.00%
Subtotal (480) Miscellaneous:		0	0	0	0	0.00%	0	0	0.00%
(484) Workers Compensation Insurance									
08-484-100	Workers Compensation	9,463	15,000	12,245	12,245	81.63%	15,000	2,755	22.50%
Subtotal (484) Workers Compensation Ins:		9,463	15,000	12,245	12,245	81.63%	15,000	2,755	22.50%
(486) Insurance and Benefits									
08-486-100	WW General Liability Insurance	17,134	22,000	17,254	17,254	78.43%	20,000	2,746	15.92%
08-486-200	WW Property Insurance	4,655	6,000	5,039	5,039	83.98%	6,000	961	19.07%
08-486-300	WW Automobile Liability	3,396	5,500	3,658	3,658	66.51%	5,000	1,342	36.69%
08-486-400	WW Public Officials Liability	7,617	9,000	6,986	6,986	77.62%	8,000	1,014	14.51%
Subtotal (486) Insurance & Benefits:		32,801	42,500	32,938	32,937	77.50%	39,000	6,063	18.41%
(487) Employee Benefits									
08-401-100	WW Admin/Plant Wages	320,250	348,662	246,430	370,000	106.12%	367,391	(2,609)	-0.71%
08-400-xxx	WW Payroll Taxes	23,651	26,673	21,427	25,000	93.73%	28,905	3,905	15.62%
08-429-172	Holiday Pay	7,379.46		6,254	7,380	0.00%	8,500	1,120	15.18%
08-429-176	Employee(s) Benefits (Leaves)	10,312.46		9,055	8,900	0.00%	12,000	3,100	34.83%
08-429-177	Sick Time	2,777.79		0	2,000	0.00%	3,000	1,000	50.00%
08-429-180	Over Time	1,193.58		2,400	2,500	0.00%	1,500	(1,000)	-40.00%
08-487-153	Insurance (Life,AD&D,LTD,STD)	7,351	7,800	5,432	7,000	89.74%	7,800	800	11.43%
08-487-154	Dental Insurance (Empl)	916	1,000	431	650	65.00%	1,000	350	53.85%
08-487-155	Vision Reimbursement	903	2,600	620	2,500	96.15%	2,600	100	4.00%

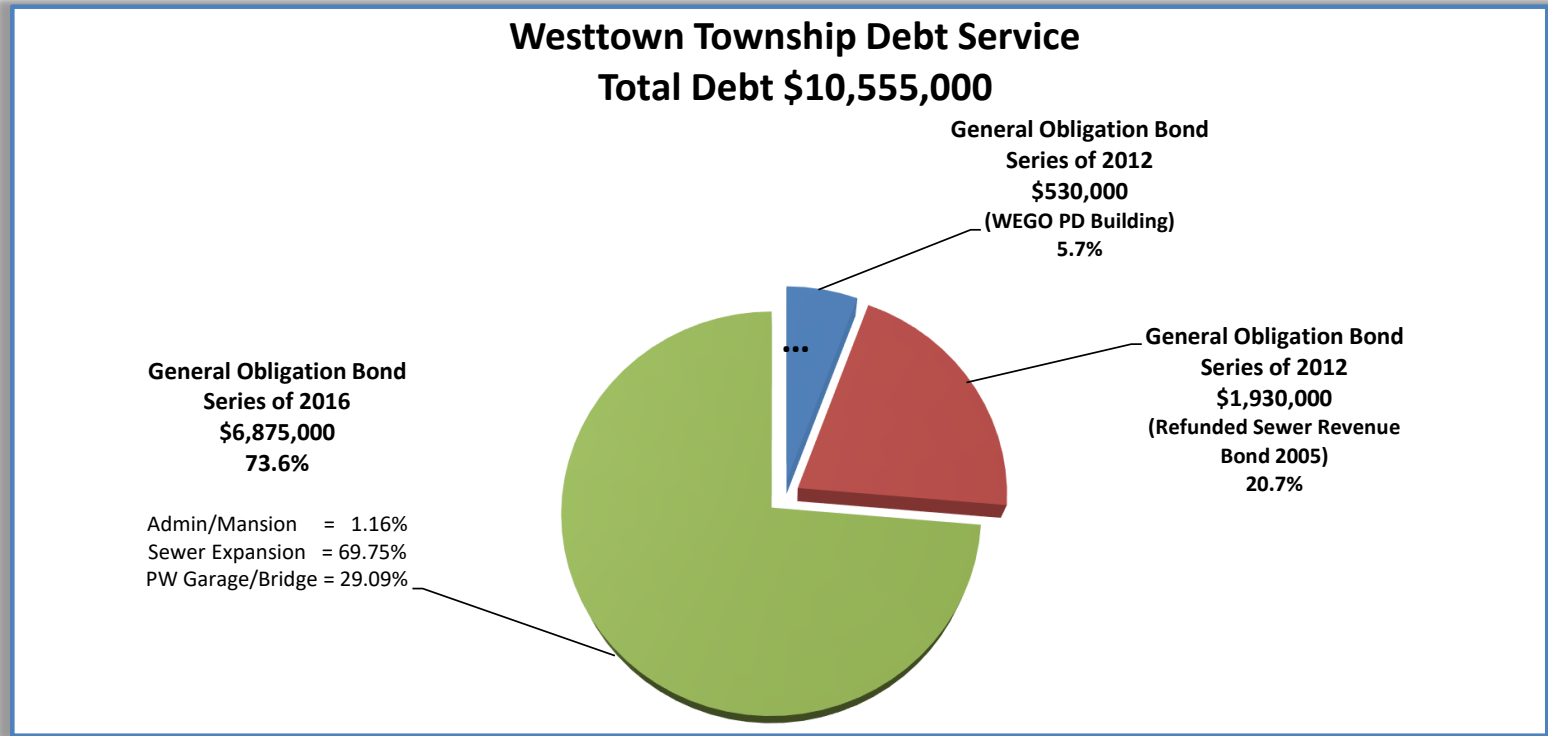
**Sewer Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	YTD 10/31/2020	2020 Y/E Projection	% Budget Used	2021 Proposed Budget	\$ Variance 2019-2020	% Variance 2019-2020
08-487-156 Health/Hospitalization Insurance	58,230	70,000	42,880	47,200	67.43%	49,000	1,800	3.81%
Subtotal (487) Employee Benefits:	432,965	456,735	334,929	473,130	103.59%	481,696	8,566	1.81%
(489) Unclassified Expenditures								
08-489-000 Unclassified Expenditures	0	0	0	0	0.00%		0	0.00%
08-489-030 Emergency Repair-WW Cap Rsv	0	0	0	0	0.00%	0	0	0.00%
Subtotal (489) Unclassified Expenditures	0	0	0	0	0.00%	0	0	0.00%
(492) Interfund Operating Transfers								
08-492-100 Transfer to Debt Svc/GO Series 2012	360,000	350,000	300,000	360,000	102.86%	350,000	(10,000)	-2.78%
08-492-180 Transfer To Capital Projects	190,000	172,027	0	172,027	100.00%	170,000	(2,027)	-1.18%
08-492-200 Transfer to Sewer Capital Reserve	360,000	360,000	300,000	360,000	100.00%	360,000	0	0.00%
08-492-300 Transfer to Debt Svc/GO Series 2016	660,000	660,000	550,000	660,000	100.00%	655,000	(5,000)	-0.76%
Subtotal (492) Interfund Operating Transfers:	1,570,000	1,542,027	1,150,000	1,552,027	100.65%	1,535,000	(17,027)	-1.10%
Total Sewer Fund Expenses	3,193,659	2,961,300	1,990,415	2,775,093	93.71%	3,003,646	228,553	8.24%
Total SEWER FUND Revenues:	3,061,859	2,961,300	2,579,878	2,842,922	92.85%	3,003,646		5.65%
Total SEWER FUND Expenditures:	3,193,659	2,961,300	1,990,415	2,775,093	86.89%	3,003,646		8.24%
Total SEWER FUND Fund Balance	(131,800)	0	589,463	67,829		(0)		

Westtown Township
2021 Debt Service Fund



Fiscal Year 2021 Debt Service Budget



	Original Issue	Balance 12/31/2019	Balance 12/31/2020	Avg Coupon 2020 Rate
<u>General Obligation Bond Series of 2012</u>				
Police Building (Refunded GO 2004)				
Westtown Portion	\$1,555,000	\$420,000	\$285,000	2.00%
East Goshen Portion	\$1,360,000	\$365,000	\$245,000	2.00%
Sewer Revenue (Refunded Series 2005)	\$4,475,000	\$2,225,000	\$1,930,000	2.00%
Total Series of 2012:	\$7,390,000	\$3,010,000	\$2,460,000	
<u>General Obligation Bond Series of 2016</u>				
General Fund (Refunded GO 2000)	\$1,038,170	Unrefunded	Unrefunded	2.00%
General Fund (Mansion Roof/Tower)	\$125,000	\$95,000	\$80,000	2.00%
Sewer Fund (Refunded Sewer Revenue 2006)	\$5,896,830	\$5,340,000	\$4,795,000	2.00%
General Fund New Capital (PW Garage/Oak. Bridge)	\$2,535,000	\$2,110,000	\$2,000,000	
Total Series of 2016:	\$9,595,000	\$7,545,000	\$6,875,000	
Total Debt:	\$16,985,000	\$10,555,000	\$9,335,000	

Westtown Township 2021 Debt Service Schedule

Issue/Loan	Rate	Original Amount of Issue	Outstanding Balance 12/31/20	Principal Paid During 2021	Interest Paid During 2021	Principal Outstanding 12/31/2021
General Obligation Bonds						
GO Series 2016	2021					
Refund Series 2011 (Admin Bldg-2000)	Coupon	1,038,170	Unrefunded 2011	Unrefunded 2011	Unrefunded 2011	Unrefunded 2011
Refunded Series 2011 (Mansion Roof)	2.00%	125,000	95,000	15,000	1,938	80,000
Refunded Series 2011 Sewer (NGGA 2000/SewerExp2006)		5,896,830	5,340,000	545,000	109,181	4,795,000
New Capital Projects (PW Garage/Oak. Bridge)		2,535,000	2,110,000	110,000	50,806	2,000,000
Total		9,595,000	7,545,000	670,000	161,925	6,875,000
GO Series 2012	2121					
Refund GO 2004 Westtown	Coupon	1,555,000	420,000	135,000	9,255	285,000
Refund GO 2004 East Goshen	2.00%	1,360,000	365,000	120,000	8,035	245,000
Refund Sewer Rev Series 2005		4,475,000	2,225,000	295,000	54,270	1,930,000
Total		7,390,000	3,010,000	550,000	71,560	2,460,000
Total Debt		16,985,000	10,555,000	1,220,000	233,485	9,335,000
East Goshen			(365,000)			(365,000)
			10,190,000			8,970,000

**Debt Service Fund
Revenue**

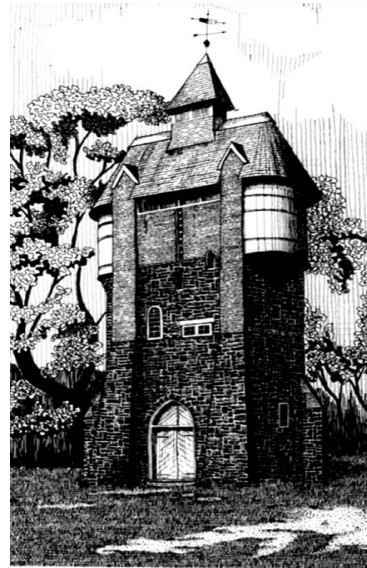
	2019 Actual	2020 Adopted Budget	YTD 10/31/202 0	2020 Y/E Projection	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(341) Interest Earnings							
23-341-100 Series 2012 (2004 WEGO)	754	600	60	75	50	(25)	-33.33%
23-341-500 Series 2012 (2005 Sewer)	3,946	2,500	143	175	125	(50)	-28.57%
23-341-600 Series 2016 (2006 Sewer Expansion)	2,846	3,000	282	300	250	(50)	-16.67%
Subtotal (341) Interest Earnings	7,546	6,100	485	550	425	(125)	-22.73%
(360) Debt Service Revenue							
23-360-000 E.Goshen-WEGO Debt Svc Pymt	126,772	125,048	104,206	126,772	125,048	(1,724)	-1.36%
Subtotal (360) Debt Svc Revenue	126,772	125,048	104,206	126,772	125,048	(1,724)	-1.36%
(392) Interfund Transfers							
23-392-010 General Fund GO12 (2004 WEGO)	144,000	141,600	120,000	144,000	144,000	0	0.00%
23-392-030 General Fund GO16 (Series 2006-Admin)	180,000	177,600	150,000	180,000	180,000	0	0.00%
23-392-080 Sewer Fund DS 05	360,000	349,380	300,000	360,000	360,000	0	0.00%
23-392-090 Sewer Fund GO16 (2006 Sewer Exp)	660,000	660,000	550,000	660,000	660,000	0	0.00%
23-392-100 Series of GO16 Supplemental	0	0	0	0	0	0	0.00%
Subtotal (492) Interfund Transfers	1,344,000	1,328,580	1,120,000	1,344,000	1,344,000	0	0.00%
Total Debt Service Revenue	1,478,319	1,459,728	1,224,691	1,471,322	1,469,473	(1,849)	-0.13%

**Debt Service Fund
Expenditures**

	2019 Actual	2020 Adopted Budget	YTD 10/31/2020	2020 Y/E Projection	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(471) Debt Principal							
23-471-500 GO Bond 2012 Principal	535,000	535,000	0	535,000	550,000	15,000	2.80%
23-471-600 GO Bond 2016 Principal	630,000	655,000	0	655,000	670,000	15,000	2.29%
Subtotal (471) Debt Principal	1,165,000	1,190,000	0	1,190,000	1,220,000	30,000	2.52%
(472) Debt Interest							
23-472-500 GO Bond 2012 Interest	88,857	80,923	40,320	80,923	71,560	(9,363)	-11.57%
23-472-600 GO Bond 2016 Interest	200,355	181,575	90,609	181,575	161,925	(19,650)	-10.82%
Subtotal (472) Debt Interest	289,212	262,498	130,929	262,498	233,485	(29,013)	-11.05%
(475) Miscellaneous/Fiscal Agent Fees							
23-475-200 Fiscal Agent Fees GO 2012	500	1,000	500	1,000	1,000	0	0.00%
23-475-300 Fiscal Agent Fees GO 2016	500	1,000	500	1,000	1,000	0	0.00%
23-480-100 Bank Charges	0	0			0	0	0.00%
Subtotal Miscellaneous	1,000	2,000	1,000	2,000	2,000	0	0.00%
(492) Interfund Operating Transfers							
23-492-000 Transfer to Fund Balance					13,988		
23-492-010 Transfer to General Fund	0	5,230		5,320			0.00%
Subtotal Interfund Transfers	0	5,230	0	5,320	13,988	8,668	162.93%
Total Debt Svc Expenditures	1,455,212	1,459,728	131,929	1,459,818	1,469,473	9,655	0.66%
Total DEBT SERVICE FUND Revenues	1,478,319	1,459,728	1,224,691	1,471,322	1,469,473	(1,849)	-0.13%
Total DEBT SERVICE FUND Expenditures	1,455,212	1,459,728	131,929	1,459,818	1,469,473	9,655	0.66%
Total DEBT SERVICE FUND Fund Balance	23,107	0	1,092,762	11,504	0		
Total DEBT SERVICE Fund balance including cash on hand				11,504	11,504		

Westtown Township

2021 Capital Reserve Fund



**Capital Reserve Fund
Revenue**

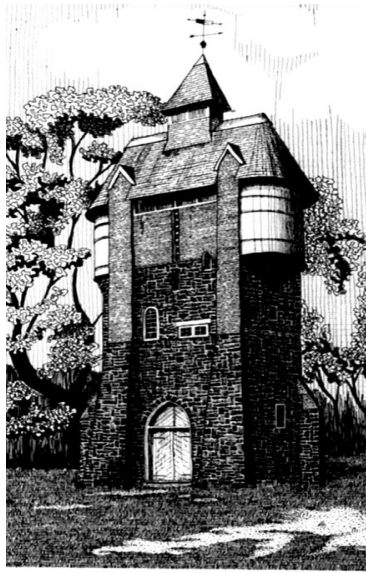
		2019 Actual	2020 Adopted Budget	YTD 10/31/20	2020 Y/E Projection	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(341) Interest Earnings								
30-341-000	Capital Reserve Investments	68,554	60,000	16,618	18,000	16,000	(2,000)	-11.11%
30-341-100	Capital Reserve Cash Acct	5,902	5,000	1,601	1,670	1,500	(170)	-10.2%
30-343-000	Realized Gains/Losses	4,402		(300)	(125)			0.0%
Subtotal (341) Interest Earnings		78,859	65,000	17,918	19,545	17,500	(2,045)	-10.5%
(380) Miscellaneous Revenue								
30-380-000	Reserve Appropriation		0	0	(249)	0	249	-100.0%
(392) Interfund Transfers								
30-392-023	Transfer from Debt Service	680,000		0			0	0.00%
30-392-030	WEGO OPEB Capital Reserve	180,000	0	150,000	180,000	180,000	0	0.00%
30-392-031	Transfer from GF -WEGO Pension Rsv	0	180,000			0	0	0.00%
30-392-080	Wastewater Capital Reserve	360,000	360,000	300,000	360,000	360,000	0	0.00%
30-392-300	Transfer from, GF (Capital Rsv)	50,000	25,000	0	25,000	25,000	0	0.00%
30-392-400	Transfer from GF- Infrastructure/Windfall	0	0			0	0	0.00%
Subtotal (392) Interfund Transfers		1,270,000	565,000	450,000	565,000	565,000	0	0.0%
Total Capital Reserve Revenue		1,348,859	630,000	467,918	584,296	582,500	(1,796)	-0.3%

**Capital Reserve
Expenditures**

		2019 Actual	2020 Adopted Budget	YTD 10/31/20	2020 Y/E Projection	2021 Proposed Budget	\$ Variance 2020-2021	% Variance 2020-2021
(475) Fiscal Agent Fees								
30-475-100	Fiscal Agent Fees	9,573	15,000	8,681	9,500	12,000	2,500	26.3%
(492) Interfund Transfers								
30-492-018	Transfer to Capital Projects/Sewer CIP		538,000		538,000	0	(538,000)	-100.0%
30-492-018	Transfer to Capital Projects/WG Sewer Repairs		576,000	576,000	576,000	0	(576,000)	-100.0%
30-492-018	Transfer to Capital Projects/PG PS Design	750,000	40,000		40,000	0	(40,000)	-100.0%
30-492-020	Transfer to Capital Projects/Oakbourne Mansion		0		56,255	0	(56,255)	-100.0%
30-492-019	Transfer to Capital Projects/SoNew Bridge		135,000	35,000	35,000	175,000	140,000	400.0%
30-492-020	Transfer to Capital Projects/Parks		275,000	331,255	331,255	0	(331,255)	-100.0%
Subtotal (492) Interfund Transfers		750,000	1,564,000	942,255	1,576,510	175,000	(331,255)	-88.8%
Total Capital Reserve Expenditures		759,573	1,579,000	950,936	1,586,010	187,000	(1,399,010)	-88.2%
Total CAPITAL RESERVE Revenue		1,348,859	630,000	467,918	584,296	582,500	(1,796)	-7.5%
Total CAPITAL RESERVE Expense		759,573	1,579,000	950,936	1,586,010	187,000	(1,399,010)	-88.2%
Total CAPITAL RESERVE FUND BALANCE		589,286	(949,000)	(483,018)	6,843,789	395,500		

Westtown Township

2021 Capital Projects Fund





PROPOSAL FOR PROFESSIONAL SERVICES

Date: November 12, 2020

Proposal Name: Westtown Township 2021 NPDES MS4 Permit Support Services – REVISION 1

Client Name: Westtown Township, Attn: JoAnn Grube, Director of Finance

Client Address: 1039 Wilmington Pike
West Chester, PA 19382

Project Number: WTT-21-005-P

CEDARVILLE Engineering Group, LLC (CEG) is pleased to submit our proposal to provide support services for Westtown Township's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) 2021 permit activities.

PROJECT UNDERSTANDING AND BACKGROUND

The Township has a NPDES Individual Permit (PAI130528) for Stormwater Discharges from Small MS4s that requires the Township maintain, implement, and enforce a comprehensive Stormwater Management Program designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and Pennsylvania Clean Streams Law. To accomplish this, Best Management Practices (BMPs) under the following six (6) Minimum Control Measures (MCMs) must be implemented:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 3) Illicit Discharge Detection and Elimination
- 4) Construction Site Runoff Control
- 5) Post-Construction Stormwater Management in New Development and Redevelopment
- 6) Pollution Prevention/Good Housekeeping

In addition to the requirements of the MCMs, Westtown Township is also required to implement a Total Maximum Daily Load (TMDL)/Pollutant Reduction Plan (PRP) for stormwater discharges to surface waters impaired for sediment and the Goose Creek TMDL for phosphorous and Pollutant Control Measures (PCMs) for stormwater discharges to surface waters impaired for pathogens (i.e., fecal coliform) (discharges to Chester Creek only). Compliance with these state and federal requirements must be demonstrated through the submission of an Annual MS4 Status Report due by September 30 each year.

This proposal provides a detailed scope of services for 2021 NPDES MS4 permit activities to be completed by CEG. The tasks outlined in this proposal are proposed based on our history and understanding of what requirements the



Township prefers to complete internally. If the Township would like CEG to complete any of these tasks, please let us know and we can update our scope accordingly.

SCOPE OF SERVICES

CEG's experienced water resources professionals will assist the Township in maintaining compliance with state and federal requirements of the MS4 permit through completing activities relating to the Minimum Control Measures (MCMs), the TMDL/Pollutant Reduction Plan (PRP), and the Pollutant Control Measures (PCMs) for waters impaired by pathogens. Ultimately, the work completed through these requirements will raise awareness of stormwater as a source of pollution throughout the Township; and clearly describe actions that are being taken to improve surface water quality within the Township.

CEG's scope of work associated with the MCMs and the PCMs for 2021 is described in the sections below.

1.0 MAPPING

CEG will update and maintain Township's existing Stormwater Infrastructure Web Map Application online for the Township's use, to be available publicly. This web map application will give the Township the continued ability to access data interactively through tools such as zoom, search, identify, etc. CEG will also provide an updated pdf of the Township's MS4 map for submission with the Annual MS4 Status Report.

Deliverables:

- Township MS4 Infrastructure Web App Map
- MS4 Infrastructure Map pdf

2.0 POST CONSTRUCTION STORMWATER MANAGEMENT (PCSM) BMP INSPECTIONS

The Township is required to ensure adequate O&M of all PCSM BMPs listed on the BMP inventory. To monitor O&M by responsible parties, CEG will conduct inspections of these PCSM BMPs. Inspections will be documented with photographs and customized reports. Recommendations for corrective actions will be included for each inspection if deficiencies are noted. This task assumes inspection of seventy-nine (79) BMPs that were listed on the inventory as of this proposal.

It is assumed that the Township will be responsible for providing notification of the inspections to private property owners and drafting and send out notices of violation or other follow-up correspondence. CEG will conduct one round of follow-up inspections for those BMPs where violations are observed (Permit Reference: MCM #5, BMP 3).

Deliverables:

- PCSM BMP Inspection Report

3.0 TMDL/PRP IMPLEMENTATION SCHEDULE AND ESTIMATE UPDATE

CEG will update the TMDL/PRP implementation schedule based on progress made and future plans. CEG will also update the preliminary cost estimates so that they stay relevant and accurate based on current market conditions to aid in the Township's budget planning.

Deliverable:

- Implementation Schedule and Estimate Update Memorandum



4.0 GRANT APPLICATIONS

CEG will complete a PA DEP Growing Greener Grant Application and a Pennsylvania Department of Community and Economic Development (PA DCED) Watershed Restoration Protection Program (WRPP) Grant Application on behalf of Westtown Township for proposed TMDL/PRP project(s) when the application periods open. The applications will include: Project narrative, budget summary and task and deliverable budget worksheets (for both design and construction as applicable), project maps, land use planning, and coordination with local and county agencies. CEG will coordinate with the agency for a Pre-Application Meeting/Teleconference as required to review the parameters of the project. If the project selected is entirely or partially located on private property, it is assumed that the Township is responsible for obtaining landowner consent (if applicable).

The task assumes that the grant applications will be different projects, and excludes concept plan, construction cost estimate preparation, and grant administration.

Deliverable:

- PA DCED WRPP and Growing Greener Grant Applications

5.0 ANNUAL MS4 STATUS REPORT

CEG will prepare the Annual MS4 Status Report and supporting information for submittal to PA DEP on behalf of the Township with the 2021 Annual MS4 Report. All updated/revised information and supporting documents relating to the Stormwater Management Program will be included with the Annual Report as required by the MS4 Permit. This includes written programs, outfall field screening reports and photographs, PCSM BMP inspection reports and photographs, public meeting documentation, employee training documentation, TMDL/PRP status, etc. A summary of activities will be included in the Annual MS4 Status Reporting form.

The Township will provide documentation to CEG for any activities related to compliance with the Permit for inclusion in the Annual Report.

Deliverable:

- Annual MS4 Status Report

6.0 MEETINGS AND COORDINATION

CEG will allot to meet, coordinate, and correspond with the Township and/or partnership associations to discuss the project. This task includes quarterly project status meetings with Township staff and will be billed on a time and materials basis, not to exceed the cost specified without prior approval from the Township.

Additionally, this task will be used to distribute reminder emails to the Township to keep on track with Permit requirements and other miscellaneous tasks.

ASSUMPTIONS

Our scope of services described above reflects the following assumptions:

- a) All tasks relating to the new 2018 NPDES MS4 Permit will be completed according to the Special Conditions of the 2018 NPDES MS4 General Permit (3800-PM-BCW0100d) dated 5/2016 (referred to as Permit).
- b) Outfall field screening and public meeting presentation is excluded from this scope.



- c) This proposal represents CEG's responsibilities relating to NPDES MS4 Permit compliance. It does not represent the entire Township's effort required for compliance with the NPDES MS4 Permit. Additional tasks include, but are not limited to:
- Reviewing the municipal stormwater webpage as required by PA DEP and update as necessary (including checking to ensure all links are functioning and that there is a phone # listed to report illicit discharges).
 - Distributing and publishing stormwater educational material as required by MCM #1 (Public Education and Outreach) and MCM #3 (Illicit Discharge Detection and Elimination).
 - Notifying the County Conservation District within 5 days of receiving a permit application involving greater than 1 acre of earth disturbance (MCM #4 Construction Site Runoff).
 - Ensuring proper O&M of PCSM BMPs.
 - Documenting and tracking illicit discharge reports and other stormwater-related complaints.
 - Documenting municipal facility and operations O&M self-inspection and record-keeping.
 - Administering and enforcing the Township stormwater ordinance.
- d) The Township will provide CEG with documentation for any MS4 related activities for annual reporting purposes.
- e) Electronic only deliverables will be provided to the Township as part of this scope. If hard copies are requested, this will be billed separately as time and materials.

APPLICATION AND REVIEW FEES

Any agency application and review fees will be the responsibility of the client. The client will be notified of such fee amounts prior to submittal of applications.

PROPOSAL COSTS

CEG is prepared to offer the aforementioned services as described above for the following professional fees. As there are certain economies of scale associated with completing multiple services, the costs as broken down below are in consideration of completing the entire effort. If, in the event that certain scope items are eliminated, CEG reserves the right to adjust its pricing for the individual scope items which are to remain, prior to approval.

1.0 Mapping	\$4,610.00
2.0 PCSM BMP Inspections	\$21,500.00
3.0 TMDL/PRP Implementation Schedule and Estimate Update	\$3,500.00
4.0 Grant Applications	\$7,720.00
5.0 Annual MS4 Status Report	\$4,500.00
6.0 Meetings and Coordination*	\$6,890.00
Total Contract Price	\$48,720.00

*This task will be billed on a time and materials basis, not to exceed the cost specified without prior approval.

CHANGES IN REGULATIONS

This proposal has been assembled based on current NPDES MS4 regulations and PA DEP guidance as of the date of the contract date indicated above. As the regulatory process is ever changing, we reserve the right to alter our contract pricing should such occur after the date of the contract which would impact the project scope or level of effort. We make it a priority to stay abreast of industry regulations and will notify you as soon as we become aware of pending or actual changes which could impact the scope of work and the associated contract price. We will not proceed with any



work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new regulations.

PROPOSAL ACCEPTANCE PERIOD

This contract shall become null and void if not accepted within sixty (60) days from the date of issuance by CEG.

TERMS AND CONDITIONS

This contract shall be governed by the standard terms and conditions attached hereto and made a part of this contract by reference.

PROJECT BILLING

Team billing will be provided by CEG on a monthly basis. Bill will reflect the effort shown by our professionals within a given task. Payment on invoices is due upon receipt.

PROPOSAL ACCEPTANCE

I hereby certify by signing and returning the Authorization to Proceed that I have read the foregoing Proposal for Professional Services, inclusive of all referenced attachments, and that the Terms and Conditions of said Proposal, including fees, are satisfactory.

Should you have any questions regarding this proposal, please contact myself or April Barkasi, CEG's President & CEO directly at 610-705-4500.

Best Regards,
CEDARVILLE Engineering Group, LLC

A handwritten signature in blue ink that reads "Beth Uhler".

Beth Uhler
Project Manager

A handwritten signature in blue ink that reads "April M. Barkasi".

April M. Barkasi, P.E.
President & CEO

Attached: General Conditions



AUTHORIZATION TO PROCEED

I have read the **November 12, 2020** proposal by CEDARVILLE Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **Westtown Township 2021 NPDES MS4 Permit Support Services – REVISION 1**, and hereby authorize CEG to proceed with the work. I fully understand and agree that this authorization hereby commits Owner to retaining CEG for the scope of work, fee, and general conditions as described in CEG's proposal and cited herein. It is my understanding that CEG will proceed with the work upon receipt of this authorization to proceed.

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

As used herein, the terms "we", "our" or "CEG" refer to Cedarville Engineering Group, LLC; the terms "you", "your" or "Client" refer to the Client identified in the CEG Proposal; and the term "Agreement" refers to the contract between CEG and the Client consisting of: the CEG Proposal accepted by the Client with any attachments referred to therein and these Standard Terms and Conditions for Professional Services.

1. **PROJECT AND SCOPE OF SERVICES.** The project which is the subject of the Agreement between us and the Scope of Services we agree to provide is set forth in the CEG Proposal accepted by you. The Scope of Services may not be enlarged or relaxed except as modified in writing and agreed to by us.

2. **STANDARD OF CARE.** We will exercise that degree of care and skill ordinarily exercised under similar circumstances by members of our profession performing similar services and practicing in the same or similar locality at the time that the services are performed. We will comply with applicable Federal, State and local laws, rules and regulations. No warranty, either expressed or implied, is made or intended.

Environmental site assessments, unless otherwise agreed, will be performed according to the standards set forth in the Standard Practice for Environmental Site Assessments, (ASTM Designation E-1527-00 and 1528-00) as applicable. In particular, but without limitation, the principles, explanations and limitations set forth in Section 4.5 of the Standard Practice, are applicable to the services to be provided.

3. **RIGHT OF ENTRY.** You will provide access and the right of entry to the site of the work for our employees and subconsultants in order to perform the required services.

You or your agents or others with whom you have a business relationship are now and will remain in control of the site. We do not assume any responsibilities or liabilities with respect to the site.

While performing our services, we and our subconsultants will take reasonable precautions to minimize damage or disturbance. However, it is understood by you that in the normal course of providing the services under the Agreement, some damage may occur, the repair of which is not part of our services.

If, because of your failure to provide access to the site of the work, we encounter lost time or unanticipated expenses, you shall reimburse CEG for those expenses and compensate CEG for the lost time as Additional Services pursuant to Paragraph Eleven hereof.

4. **UNANTICIPATED CONDITIONS.** Hazardous substances or conditions may exist at a site where there is no reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended Scope of Services, we will promptly notify you.

You and we agree that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services.

Based on our evaluation of unanticipated conditions, we may: a.) If applicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; b.) Stop work pending agreement with you to modify the Scope of Services and Schedule of Fees as required by the previously unforeseen conditions and occurrences; and c.) Terminate the services effective on the date specified by CEG in writing.

You waive any claim against CEG and agree to indemnify and defend and hold CLIENT REPRESENTATIVE harmless from any claim of liability for injury or loss arising from the encountering of unanticipated hazardous materials or suspected hazardous materials.

5. **CONFIDENTIALITY.** We will not intentionally divulge information regarding the Proposal, services or reports, which you designate as confidential, except to you or parties designated by you or in response to subpoena or other similar governmental demands. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise you in order that you may diligently notify appropriate authorities. If you fail to act in a responsible manner, we, as professionals licensed by the State to protect public safety and health, must notify the appropriate authorities. You waive any claim against CEG and agree to defend, indemnify and save CEG harmless from any claim or liability arising from conditions or notifications of conditions at the site. Information which is in the public domain or which is provided to CEG by third parties is not considered confidential. You authorize CEG to identify you as a Client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.

6. **OWNERSHIP AND USE OF DOCUMENTS.** The documents prepared by CEG as instruments of service shall remain the property of CEG.

You agree that any documents or services provided are for your exclusive use in connection with the current Project and are not intended for any other

use or for the benefit of any other parties or persons. You will hold CEG harmless from any costs we entail due to the reliance of other parties upon the documents provided or due to the use of the documents other than on the current project.

You agree that all documents furnished to you or your agents will be returned upon demand and will not be used by you for any purpose whatsoever if payment is not current. Provided payment is current, you are authorized and licensed to use, reproduce and publish any such documents in connection with the current project.

Except for the use described in this section, we assert our exclusive copyright with regard to the plans, designs and reports provided.

We will retain all pertinent records relating to the services performed for a period of five (5) years following completion of our services.

7. **DELIVERABLES.** Unless the Project Scope of Services specifically provides that deliverables be prepared in a computer generated format or other specific format, we reserve the right to prepare any required documents in a fashion chosen by CEG.

If the Project Scope of Services provides for deliverables in a non-specific computer generated format, we will prepare them using the system and software most readily available in our firm at the time the services are rendered. Our then current standards for preparation of deliverables in a computer format will be utilized.

We may be able to prepare documents using your system and standards if specifically provided for in the Project Scope of Services. These requirements must be provided in advance so that allowances can be made in the project fee to accommodate these special requirements.

Normally, computer files are not considered deliverables. If specifically requested, computer files can be provided subject to the following conditions: a.) You must execute our Standard Electronic Media Release Form in advance of receiving any files; b.) Depending on the technology available at the time, we reserve the right to encrypt the supplied files in such a fashion that a record will be made of alterations to the file after delivery and/or of the number of copies made of said files; c.) It is understood that the files requested are for record purposes only. Any unlicensed use or reuse of the documents without our knowledge and written consent will constitute a violation of our copyright (see Paragraph Six); d.) Since we have no control over the storage of the computer files and since the files deteriorate over time and can be damaged in many ways, we accept no responsibility for the continued accuracy and integrity of the files after delivery; and e.) Only original plans and reports of the most recent date bearing the signature and embossed seal of the signing professional will be considered documents of record in any legal proceedings.

8. **INSURANCE.** CEG represents that it and its agents, staff and subconsultants are protected by Workers Compensation insurance and that CEG has coverage under Comprehensive General Liability, Excess Liability, Automobile Liability and Professional Liability insurance policies which it deems to be adequate. Certificates for all policies of insurance will be provided to the Client upon request.

9. **INDEMNIFICATION.** CEG shall indemnify, defend and hold harmless you, your employees, officers and agents from all liability, claims, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person or entity not a party to the Agreement, arising out of or connected with the performance of the services under this Agreement, to the extent such injury, death or damage is caused by the negligence of CEG; provided, however, that CLIENT REPRESENTATIVE's liability under this indemnity shall be limited to and not exceed the limits of liability set forth in Paragraph Ten hereof, when the limitations of paragraph Ten are applicable to and are referenced in a particular Proposal.

You shall indemnify, defend and save harmless CEG, its officers, agents, employees and subconsultants from and against all claims, liability, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person not a party to the Agreement, arising out of or connected with the performance of the services under the Agreement, to the extent such claims:

1) exceed the proportion which proximately results from the negligent acts, errors or omissions of CEG, or 2) do not result from the sole negligence of CLIENT REPRESENTATIVE and are made by a contractor or subcontractor employed by you, or by their employees or agents, or arise because of errors, omissions or inaccuracies in documents or information provided by you or, in consideration of the unforeseeable nature of the tasks involved in pollution-related services, the unavailability of insurance to comprehensively cover the risks involved at reasonable cost and the limited involvement of CEG, arise from pollution-related services (as defined herein) provided under this agreement.

Claims arising from pollution-related services are claims which arise out of, or are alleged to arise out of, an actual, alleged or threatened discharge, dispersal, release or escape of pollutants, and/or any directive to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants and/or any failure to conform to regulatory requirements related to siting, operation, maintenance or remediation or any property, operation or facility in which you, or others with whom you have a business relationship, have an interest and/or any services related to environmental assessment or remediation. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids or alkalis, chemicals and waste.

It is understood and agreed that a portion of the obligation you assume above is a broad form indemnification requiring indemnification and assumption of defenses based upon the relatedness or alleged relatedness of claims, demands, liability, suits, losses, cost or expenses to the project or our scope of services. Neither the indemnification nor the assumption of defense obligation is dependent on your fault. We are entitled to this indemnification and the assumption of defense by you regardless of whether we are partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if we are solely responsible for the claim, demand, liability, suit, loss, cost and expense would we not be entitled to indemnification and/or to the assumption of our defense by you.

10. LIMITATION OF LIABILITY. When the limitations of this paragraph are referenced in a particular Proposal, and notwithstanding any provisions to the contrary, our total liability to you, except to the extent the liability is covered by the proceeds of any insurance provided pursuant to Paragraph Eight hereof, arising out of or related to the performance of services under the Agreement, whether based in contract, tort, strict liability or otherwise, shall not exceed, in the aggregate, the greater of: a) \$50,000 or b) the sum of fees for professional services paid under this Agreement.

The provisions of this paragraph, providing for limitations of our liability, shall survive the expiration, cancellation or termination of the Agreement.

11. CONSEQUENTIAL DAMAGES. In no event shall CEG be liable in contract or tort or otherwise to you or your insurers for any loss of delayed or diminished profits or revenues or opportunities, losses by reasons of shutdown or inability to utilize or complete any project or any other incidental, special, indirect or consequential damages of any kind or nature resulting from our performance or failure to perform under the Agreement.

12. COMPENSATION. You shall compensate CEG, at the rates and in accordance with the payment terms identified in the Schedule of Fees in the Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on the Schedules of Hourly Billing Rates and Miscellaneous Charges current at the time services are performed.

Any lump sum and per unit fees shall be annually adjusted beginning 365 days from the date of the Proposal on the basis of the Engineering News Record Skilled Labor Index based upon the U.S. Twenty Cities Average, with the index value on the date of the Proposal as a base.

Construction survey services or stakeout assignments associated with the Project will be provided subject to the following conditions: a.) On demand services cannot normally be provided. All construction stakeout services will normally be scheduled a minimum of 72 hours in advance; and b.) Construction stakeout services not assigned a specific billing method in the Scope of Services and Schedule of Fees will be billed on a per diem or hourly basis with a daily charge to be set at the time the services are initially requested. The minimum charge will be one full day. Normally, final and complete payment is due prior to the delivery of the final work product resulting from the services to be performed under the Agreement. Unless otherwise provided in the Proposal, we may bill you periodically for services performed. Bills will be rendered not more often than monthly and will be due when rendered. Bills become overdue thirty (30) days after being rendered and will accumulate interest at 1% per month from the date of billing. Current payment according to this paragraph is a condition precedent to our obligation to provide services under this Agreement. We retain the right to suspend services if any payments are overdue or if you otherwise fail to pay CLIENT REPRESENTATIVE in accordance with these terms.

13. WITNESS FEE. In the event we are served with a subpoena or otherwise required by issuance of any other rule or decision to attend a

deposition, arbitration, mediation or other judicial or administrative proceeding, and give testimony regarding any matter related to our services on the Project, you shall pay CEG a fee for the actual hours expended at such proceeding and in preparation therefor and in travel to and from the site of such proceeding as Additional Services pursuant to Paragraph Twelve hereof.

If your account is not current, we shall not be obligated to appear and testify on behalf of you in any proceeding and you hereby waive all rights to compel any employee or officer of CEG to appear and testify at any such proceeding through the issuance of a subpoena or otherwise. This provision shall survive the expiration, cancellation or termination of the Agreement.

14. RESPONSIBILITY DURING CONSTRUCTION. If our Scope of Services includes construction administration or observation services, we will endeavor, when performing the services required, to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of any approval or of the contract documents. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. We shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Our efforts will be directed toward providing a greater degree of confidence for you that completed work of contractors will conform to the contract documents, however, we shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, we shall keep you informed of the progress of the work and shall endeavor to guard you against defects and deficiencies in such work.

15. WAIVER OF SUBROGATION. You and we mutually waive our rights of subrogation against each other for damages covered by liability insurance. This mutual waiver extends to our contractors, subcontractors, consultants and subconsultants.

16. FORCE MAJEURE. We shall not be responsible or liable for any delays in the performance of services due to natural disasters, civil or political disturbances, supplier or vendor labor disputes or other causes beyond our control.

17. INDEPENDENT CONTRACTOR. Unless otherwise provided in our proposal, CEG is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither CEG nor anyone employed by CEG shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.

18. ASSIGNMENT. Neither CEG nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other. However, nothing contained in this paragraph shall prevent CEG from employing such consultants, associates or subconsultants as CEG may deem appropriate.

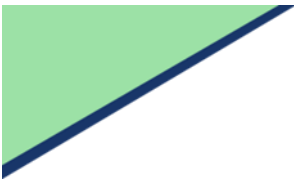
19. GOVERNING LAW: DISPUTE RESOLUTION. The Agreement shall be construed and governed in accordance with the laws of the state in which the project is located, and any disputes under this Agreement shall be heard in a court of competent jurisdiction in the state in which the project is located. Any disputes shall first be submitted to mediation, where each party shall pay its own costs and half of the mediator's fees.

20. SEVERABILITY. If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

21. SUCCESSORS AND ASSIGNS. The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and upon their respective assigns and successors.

22. ENTIRE AGREEMENT. The Agreement constitutes the entire Agreement between CEG and you. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification of these Terms and Conditions shall be binding on either party unless it is in writing and is signed by authorized officers of the parties.

23. TERMINATION. The Agreement may be terminated by completion of our services, by mutual consent of both parties at any time or by either party upon ten (10) days written notice. If the Agreement is terminated, you agree to pay CEG for the services performed to the date of termination of service plus reasonable cost of services and direct expenses necessary to document, archive and/or transfer to others, project information or if you so authorize, to complete work-in-progress.



PROPOSAL FOR PROFESSIONAL SERVICES

Date: November 2, 2020

Proposal Name: Sage Road Basin Retrofit Design

Client Name: Westtown Township, Attn: JoAnn Grube, Director of Finance

Client Address: 1039 Wilmington Pike
West Chester, PA 19382

Project Number: WTT-20-376-P

CEDARVILLE Engineering Group, LLC (CEG) is pleased to submit our proposal to provide design services for the Sage Road Basin Retrofit project in Westtown Township, Chester County, Pennsylvania.

PROJECT UNDERSTANDING AND BACKGROUND

A retrofit of this basin is proposed as part of the Township's Pennsylvania Department of Environmental Protection (PA DEP)-approved NPDES MS4 Total Maximum Daily Load (TMDL)/Pollutant Reduction Plan (PRP) last updated June 2019. This basin is located on a 1.6-acre parcel owned by Westtown Township south of a cul-de-sac off of Sage Road, south of Oakbourne Road, within the Goose Creek Watershed.

The basin has a drainage area of 20.59 acres. It is overgrown, has accumulated mounds of sediment in some areas, and has reduced volume capacity. The existing outlet structure consists of a corrugated metal pipe (CMP) riser that should be replaced.

The scope of the proposed retrofit by converting it from a traditional detention basin to a dry extended detention basin or equivalent percent sediment reduction per the PA DEP BMP Effectiveness Values (rev. 6/2018). Design details will include removing the vegetation and sediment accumulation, replacing the existing outlet structure to one with a low-flow orifice to provide infiltration and extended detention, creating water quality features such as forebays, and installing native plantings. Existing inflow and outlet pipe conditions will also be assessed for potential repair and/or replacement.

Per the TMDL/PRP, this project will provide an estimated removal of 4,466.88 lbs/yr of sediment (0.43 percent) within the Chester Creek/East Branch Chester Creek/Ridley Creek PRP Planning Area and an estimated removal of 1.17 lbs/yr of total phosphorous (0.38 percent) within the Goose Creek TMDL Planning Area.

SCOPE OF SERVICES

The following more specifically describes our scope of services included with this proposal:



1.0 SURVEY

A topographic survey will be performed for the parcel where the existing basin is located. Included in the survey will be the location of the existing features including basin structures, pipe sizes and types, invert elevations, and other physical features. We will locate all underground and overhead utilities that can be determined by visual observation and/or surface marked by the Pennsylvania One Call System. The survey will be used to assist in the engineering calculations and as a base for the design plan.

2.0 SOIL INFILTRATION TESTING

CEG will conduct double-ring infiltration testing at the project site within the existing stormwater basin. Tests will be conducted within test pits at various depths below the existing basin bottom elevation. A track mounted mini excavator will be used to dig the test pits. A total of three (3) test pits will be excavated with two (2) double-ring infiltration tests being completed within each test pit. Upon completion of tests, the test pits will be excavated an additional two (2) feet to verify if limiting layers are present. Soil strata within the test pit will be identified and logged. All testing will be conducted in accordance with the requirements of the Pennsylvania Stormwater Best Management Practices (BMP) Manual. Once testing and logging is complete, the test pits will be backfilled and the surface will be stabilized with seed and straw.

Upon completion of testing, CEG will calculate final infiltration rates and provide a summary report. The report will include the results of the infiltration tests, typed test pit logs showing soil strata within the testing area, and a testing location plan.

3.0 DESIGN ENGINEERING

CEG will first conduct a site visit to assess the current conditions, including conditions of pipes and structures visible from the surface/exterior. CEG will perform engineering calculations and produce design plans to convert the existing detention basin to a dry extended detention basin or constructed wetland/wet pond design based on on-site soil characteristics from soil testing results. Erosion and Sediment (E&S) Control Plans and long-term operations and maintenance provisions will be included in the design plan set.

It is anticipated that design details will include removing the trees, vegetation, and sediment accumulation, regrading installing a new outlet structure that has a low-flow orifice to provide infiltration and extended detention, creating water quality features such as forebays, and native plantings. Design elements will be determined based on their ability to efficiently maximize water volume storage, downstream water quality, or both. Design guidance will come from the latest version of the Pennsylvania Stormwater BMP Manual.

It is assumed that this project will involve less than one (1) acre of earth disturbance and will not require a NPDES Permit for Stormwater Discharges Associated with Construction Activities or submission to the Chester County Conservation District (CCCD).

CEG will also prepare construction specifications and a construction cost estimate for the project. CEG will provide a Concept Plan to the Township early in design to seek feedback on designed features of the retrofitted basin prior to proceeding with the final construction plans.

Deliverables (pdf and one hard copy of each):

- **Concept Plan**
- **Construction Plans**



- **Construction Specifications**
- **Construction Cost Estimate**

PROPOSAL COSTS

CEG is prepared to offer the aforementioned services as described above for the following professional fees.

1.0	Survey	\$3,100.00
2.0	Soil Infiltration Testing	\$3,600.00
3.0	Design Engineering and NPDES Permit	\$30,550.00
Total Contract Price		\$37,250.00

SCOPE CHANGES AND EXCLUSIONS

The following list of exclusions shall not be considered conclusive or finite, but are provided simply as a summary of the explicit exclusions noted above:

- Pipe televising
- Boundary survey
- Bid document preparation and bid administration
- Analysis or design of stormwater conveyance piping and system tributary to the basin
- Construction Administration and Inspection
- Grant Application and Administration
- Chapter 105/Section 404 Permitting
- NPDES Permit for Stormwater Discharges Associated with Construction Activities
- Threatened and Endangered Species-Specific Surveys and Habitat Assessments
- Cultural Resources Assessments
- Alternatives Analysis
- Risk Assessment
- Stormwater Management Analysis and Consistency Letter
- Floodplain Management Analysis and Consistency Letter
- Wetland and Stream Mitigation
- Geotechnical Investigations
- Permits and approvals other than stated in above scope
- Stakeholder outreach coordination

CHANGES IN REGULATIONS

This proposal has been assembled based on current regulations and PA DEP guidance as of the date of the contract date indicated above. As the regulatory process is ever changing, we reserve the right to alter our contract pricing should such occur after the date of the contract which would impact the project scope or level of effort. We make it a priority to stay abreast of industry regulations and will notify you as soon as we become aware of pending or actual changes which could impact the scope of work and the associated contract price. We will not proceed with any work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new regulations.

PROPOSAL ACCEPTANCE PERIOD

This contract shall become null and void if not accepted within sixty (60) days from the date of issuance by CEG.



TERMS AND CONDITIONS

This contract shall be governed by the standard terms and conditions attached hereto and made a part of this contract by reference.

PROJECT BILLING

Team billing will be provided by CEG monthly. Bill will reflect the effort shown by our professionals within a given task. Payment on invoices is due in thirty (30) days.

PROPOSAL ACCEPTANCE

I hereby certify by signing and returning the Authorization to Proceed that I have read the foregoing Proposal for Professional Services, inclusive of all referenced attachments, and that the Terms and Conditions of said Proposal, including fees, are satisfactory.

Should you have any questions regarding this proposal, please contact myself or April Barkasi, CEG's President directly at 610-705-4500.

Best Regards,
CEDARVILLE Engineering Group, LLC

A handwritten signature in black ink that reads "Beth Uhler".

Beth Uhler
Project Manager

A handwritten signature in black ink that reads "April M Barkasi".

April M Barkasi, P.E.
President

Attached: General Conditions



AUTHORIZATION TO PROCEED

I have read the **November 2, 2020** proposal by CEDARVILLE Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **Sage Road Basin Retrofit Design**, and hereby authorize CEG to proceed with the work. I fully understand and agree that this authorization hereby commits Owner to retaining CEG for the scope of work, fee, and general conditions as described in CEG's proposal and cited herein. It is my understanding that CEG will proceed with the work upon receipt of this authorization to proceed.

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

As used herein, the terms "we", "our" or "CEG" refer to Cedarville Engineering Group, LLC; the terms "you", "your" or "Client" refer to the Client identified in the CEG Proposal; and the term "Agreement" refers to the contract between CEG and the Client consisting of: the CEG Proposal accepted by the Client with any attachments referred to therein and these Standard Terms and Conditions for Professional Services.

1. **PROJECT AND SCOPE OF SERVICES.** The project which is the subject of the Agreement between us and the Scope of Services we agree to provide is set forth in the CEG Proposal accepted by you. The Scope of Services may not be enlarged or relaxed except as modified in writing and agreed to by us.

2. **STANDARD OF CARE.** We will exercise that degree of care and skill ordinarily exercised under similar circumstances by members of our profession performing similar services and practicing in the same or similar locality at the time that the services are performed. We will comply with applicable Federal, State and local laws, rules and regulations. No warranty, either expressed or implied, is made or intended.

Environmental site assessments, unless otherwise agreed, will be performed according to the standards set forth in the Standard Practice for Environmental Site Assessments, (ASTM Designation E-1527-00 and 1528-00) as applicable. In particular, but without limitation, the principles, explanations and limitations set forth in Section 4.5 of the Standard Practice, are applicable to the services to be provided.

3. **RIGHT OF ENTRY.** You will provide access and the right of entry to the site of the work for our employees and subconsultants in order to perform the required services.

You or your agents or others with whom you have a business relationship are now and will remain in control of the site. We do not assume any responsibilities or liabilities with respect to the site.

While performing our services, we and our subconsultants will take reasonable precautions to minimize damage or disturbance. However, it is understood by you that in the normal course of providing the services under the Agreement, some damage may occur, the repair of which is not part of our services.

If, because of your failure to provide access to the site of the work, we encounter lost time or unanticipated expenses, you shall reimburse CEG for those expenses and compensate CEG for the lost time as Additional Services pursuant to Paragraph Eleven hereof.

4. **UNANTICIPATED CONDITIONS.** Hazardous substances or conditions may exist at a site where there is no reason to believe they could or should be present. If during the performance of our services, any unforeseen hazardous or potentially hazardous substances or conditions, or other unforeseen conditions or occurrences are encountered, which in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended Scope of Services, we will promptly notify you.

You and we agree that the discovery of such unanticipated conditions constitutes a significant change in the Scope of Services.

Based on our evaluation of unanticipated conditions, we may: a.) If applicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; b.) Stop work pending agreement with you to modify the Scope of Services and Schedule of Fees as required by the previously unforeseen conditions and occurrences; and c.) Terminate the services effective on the date specified by CEG in writing.

You waive any claim against CEG and agree to indemnify and defend and hold CLIENT REPRESENTATIVE harmless from any claim of liability for injury or loss arising from the encountering of unanticipated hazardous materials or suspected hazardous materials.

5. **CONFIDENTIALITY.** We will not intentionally divulge information regarding the Proposal, services or reports, which you designate as confidential, except to you or parties designated by you or in response to subpoena or other similar governmental demands. If, in our sole opinion, site conditions represent a threat to the public health or an environmental hazard, we will so advise you in order that you may diligently notify appropriate authorities. If you fail to act in a responsible manner, we, as professionals licensed by the State to protect public safety and health, must notify the appropriate authorities. You waive any claim against CEG and agree to defend, indemnify and save CEG harmless from any claim or liability arising from conditions or notifications of conditions at the site. Information which is in the public domain or which is provided to CEG by third parties is not considered confidential. You authorize CEG to identify you as a Client and use photographs or illustrations of the project and non-confidential information in any sales or marketing literature.

6. **OWNERSHIP AND USE OF DOCUMENTS.** The documents prepared by CEG as instruments of service shall remain the property of CEG.

You agree that any documents or services provided are for your exclusive use in connection with the current Project and are not intended for any other

use or for the benefit of any other parties or persons. You will hold CEG harmless from any costs we entail due to the reliance of other parties upon the documents provided or due to the use of the documents other than on the current project.

You agree that all documents furnished to you or your agents will be returned upon demand and will not be used by you for any purpose whatsoever if payment is not current. Provided payment is current, you are authorized and licensed to use, reproduce and publish any such documents in connection with the current project.

Except for the use described in this section, we assert our exclusive copyright with regard to the plans, designs and reports provided.

We will retain all pertinent records relating to the services performed for a period of five (5) years following completion of our services.

7. **DELIVERABLES.** Unless the Project Scope of Services specifically provides that deliverables be prepared in a computer generated format or other specific format, we reserve the right to prepare any required documents in a fashion chosen by CEG.

If the Project Scope of Services provides for deliverables in a non-specific computer generated format, we will prepare them using the system and software most readily available in our firm at the time the services are rendered. Our then current standards for preparation of deliverables in a computer format will be utilized.

We may be able to prepare documents using your system and standards if specifically provided for in the Project Scope of Services. These requirements must be provided in advance so that allowances can be made in the project fee to accommodate these special requirements.

Normally, computer files are not considered deliverables. If specifically requested, computer files can be provided subject to the following conditions: a.) You must execute our Standard Electronic Media Release Form in advance of receiving any files; b.) Depending on the technology available at the time, we reserve the right to encrypt the supplied files in such a fashion that a record will be made of alterations to the file after delivery and/or of the number of copies made of said files; c.) It is understood that the files requested are for record purposes only. Any unlicensed use or reuse of the documents without our knowledge and written consent will constitute a violation of our copyright (see Paragraph Six); d.) Since we have no control over the storage of the computer files and since the files deteriorate over time and can be damaged in many ways, we accept no responsibility for the continued accuracy and integrity of the files after delivery; and e.) Only original plans and reports of the most recent date bearing the signature and embossed seal of the signing professional will be considered documents of record in any legal proceedings.

8. **INSURANCE.** CEG represents that it and its agents, staff and subconsultants are protected by Workers Compensation insurance and that CEG has coverage under Comprehensive General Liability, Excess Liability, Automobile Liability and Professional Liability insurance policies which it deems to be adequate. Certificates for all policies of insurance will be provided to the Client upon request.

9. **INDEMNIFICATION.** CEG shall indemnify, defend and hold harmless you, your employees, officers and agents from all liability, claims, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person or entity not a party to the Agreement, arising out of or connected with the performance of the services under this Agreement, to the extent such injury, death or damage is caused by the negligence of CEG; provided, however, that CLIENT REPRESENTATIVE's liability under this indemnity shall be limited to and not exceed the limits of liability set forth in Paragraph Ten hereof, when the limitations of paragraph Ten are applicable to and are referenced in a particular Proposal.

You shall indemnify, defend and save harmless CEG, its officers, agents, employees and subconsultants from and against all claims, liability, suits, losses, damages, costs and demands, including cost of defense, on account of bodily injury, including death, or property damage, sustained by any person not a party to the Agreement, arising out of or connected with the performance of the services under the Agreement, to the extent such claims:

1) exceed the proportion which proximately results from the negligent acts, errors or omissions of CEG, or 2) do not result from the sole negligence of CLIENT REPRESENTATIVE and are made by a contractor or subcontractor employed by you, or by their employees or agents, or arise because of errors, omissions or inaccuracies in documents or information provided by you or, in consideration of the unforeseeable nature of the tasks involved in pollution-related services, the unavailability of insurance to comprehensively cover the risks involved at reasonable cost and the limited involvement of CEG, arise from pollution-related services (as defined herein) provided under this agreement.

Claims arising from pollution-related services are claims which arise out of, or are alleged to arise out of, an actual, alleged or threatened discharge, dispersal, release or escape of pollutants, and/or any directive to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize pollutants and/or any failure to conform to regulatory requirements related to siting, operation, maintenance or remediation or any property, operation or facility in which you, or others with whom you have a business relationship, have an interest and/or any services related to environmental assessment or remediation. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids or alkalis, chemicals and waste.

It is understood and agreed that a portion of the obligation you assume above is a broad form indemnification requiring indemnification and assumption of defenses based upon the relatedness or alleged relatedness of claims, demands, liability, suits, losses, cost or expenses to the project or our scope of services. Neither the indemnification nor the assumption of defense obligation is dependent on your fault. We are entitled to this indemnification and the assumption of defense by you regardless of whether we are partially responsible for the claim, demand, liability, suit, loss, cost and expense. Only if we are solely responsible for the claim, demand, liability, suit, loss, cost and expense would we not be entitled to indemnification and/or to the assumption of our defense by you.

10. LIMITATION OF LIABILITY. When the limitations of this paragraph are referenced in a particular Proposal, and notwithstanding any provisions to the contrary, our total liability to you, except to the extent the liability is covered by the proceeds of any insurance provided pursuant to Paragraph Eight hereof, arising out of or related to the performance of services under the Agreement, whether based in contract, tort, strict liability or otherwise, shall not exceed, in the aggregate, the greater of: a) \$50,000 or b) the sum of fees for professional services paid under this Agreement.

The provisions of this paragraph, providing for limitations of our liability, shall survive the expiration, cancellation or termination of the Agreement.

11. CONSEQUENTIAL DAMAGES. In no event shall CEG be liable in contract or tort or otherwise to you or your insurers for any loss of delayed or diminished profits or revenues or opportunities, losses by reasons of shutdown or inability to utilize or complete any project or any other incidental, special, indirect or consequential damages of any kind or nature resulting from our performance or failure to perform under the Agreement.

12. COMPENSATION. You shall compensate CEG, at the rates and in accordance with the payment terms identified in the Schedule of Fees in the Proposal. Unless otherwise provided in the Proposal, compensation for services shall be based on the Schedules of Hourly Billing Rates and Miscellaneous Charges current at the time services are performed.

Any lump sum and per unit fees shall be annually adjusted beginning 365 days from the date of the Proposal on the basis of the Engineering News Record Skilled Labor Index based upon the U.S. Twenty Cities Average, with the index value on the date of the Proposal as a base.

Construction survey services or stakeout assignments associated with the Project will be provided subject to the following conditions: a.) On demand services cannot normally be provided. All construction stakeout services will normally be scheduled a minimum of 72 hours in advance; and b.) Construction stakeout services not assigned a specific billing method in the Scope of Services and Schedule of Fees will be billed on a per diem or hourly basis with a daily charge to be set at the time the services are initially requested. The minimum charge will be one full day. Normally, final and complete payment is due prior to the delivery of the final work product resulting from the services to be performed under the Agreement. Unless otherwise provided in the Proposal, we may bill you periodically for services performed. Bills will be rendered not more often than monthly and will be due when rendered. Bills become overdue thirty (30) days after being rendered and will accumulate interest at 1% per month from the date of billing. Current payment according to this paragraph is a condition precedent to our obligation to provide services under this Agreement. We retain the right to suspend services if any payments are overdue or if you otherwise fail to pay CLIENT REPRESENTATIVE in accordance with these terms.

13. WITNESS FEE. In the event we are served with a subpoena or otherwise required by issuance of any other rule or decision to attend a

deposition, arbitration, mediation or other judicial or administrative proceeding, and give testimony regarding any matter related to our services on the Project, you shall pay CEG a fee for the actual hours expended at such proceeding and in preparation therefor and in travel to and from the site of such proceeding as Additional Services pursuant to Paragraph Twelve hereof.

If your account is not current, we shall not be obligated to appear and testify on behalf of you in any proceeding and you hereby waive all rights to compel any employee or officer of CEG to appear and testify at any such proceeding through the issuance of a subpoena or otherwise. This provision shall survive the expiration, cancellation or termination of the Agreement.

14. RESPONSIBILITY DURING CONSTRUCTION. If our Scope of Services includes construction administration or observation services, we will endeavor, when performing the services required, to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of any approval or of the contract documents. We shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. We shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. Our efforts will be directed toward providing a greater degree of confidence for you that completed work of contractors will conform to the contract documents, however, we shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents. During site visits and on the basis of on-site observations, we shall keep you informed of the progress of the work and shall endeavor to guard you against defects and deficiencies in such work.

15. WAIVER OF SUBROGATION. You and we mutually waive our rights of subrogation against each other for damages covered by liability insurance. This mutual waiver extends to our contractors, subcontractors, consultants and subconsultants.

16. FORCE MAJEURE. We shall not be responsible or liable for any delays in the performance of services due to natural disasters, civil or political disturbances, supplier or vendor labor disputes or other causes beyond our control.

17. INDEPENDENT CONTRACTOR. Unless otherwise provided in our proposal, CEG is and shall be an independent contractor in the performance of services covered by the Agreement, maintaining complete control of its employees and operations and neither CEG nor anyone employed by CEG shall be the agent, representative, employee or servant of the Client in the performance of the services covered by this Agreement.

18. ASSIGNMENT. Neither CEG nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other. However, nothing contained in this paragraph shall prevent CEG from employing such consultants, associates or subconsultants as CEG may deem appropriate.

19. GOVERNING LAW: DISPUTE RESOLUTION. The Agreement shall be construed and governed in accordance with the laws of the state in which the project is located, and any disputes under this Agreement shall be heard in a court of competent jurisdiction in the state in which the project is located. Any disputes shall first be submitted to mediation, where each party shall pay its own costs and half of the mediator's fees.

20. SEVERABILITY. If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

21. SUCCESSORS AND ASSIGNS. The covenants and agreements contained herein shall apply to and inure to the benefit of and be binding upon the parties hereto and upon their respective assigns and successors.

22. ENTIRE AGREEMENT. The Agreement constitutes the entire Agreement between CEG and you. All previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification of these Terms and Conditions shall be binding on either party unless it is in writing and is signed by authorized officers of the parties.

23. TERMINATION. The Agreement may be terminated by completion of our services, by mutual consent of both parties at any time or by either party upon ten (10) days written notice. If the Agreement is terminated, you agree to pay CEG for the services performed to the date of termination of service plus reasonable cost of services and direct expenses necessary to document, archive and/or transfer to others, project information or if you so authorize, to complete work-in-progress.

Check Register

Westtown Township

13-Nov-20

From: 03-Nov-20 To: 16-Nov-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15837	11/9/2020	1009	Ann Marie Cassidy	\$850.00	O
15838	11/9/2020	1201	Charles A. Higgins & Sons, Inc	\$18,682.83	O
15839	11/9/2020	960	CONTRACTORS CHOICE	\$120.99	O
15840	11/9/2020	1082	ELEANOR J. SCHWANDT, R	\$787.75	O
15841	11/9/2020	1162	Fastenal Company	\$14.98	O
15842	11/9/2020	7196	GreatAmerica Financial Svcs	\$46.00	O
15843	11/9/2020	48	H. A. Weigand Inc	\$129.00	O
15844	11/9/2020	1230	Haines Landscaping & Tree S	\$1,500.00	O
15845	11/9/2020	624	Hanson Aggregates, Inc.	\$149.34	O
15846	11/9/2020	1000035	Inter County Investigations, Inc	\$2,900.00	O
15847	11/9/2020	878	Intercon Truck Equipment	\$1,898.83	O
15848	11/9/2020	173	KNOX EQUIPMENT RENTAL	\$693.73	O
15849	11/9/2020	175	MAIN LINE CONCRETE & SU	\$309.75	O
15850	11/9/2020	406052	Pennoni	\$746.07	O
15851	11/9/2020	406291	R.E. Michel Company, LLC	\$145.94	O
15852	11/9/2020	5562	Robert E. Little, Inc.	\$120.14	O
15853	11/9/2020	1000016	Roseann McGrath	\$6,968.75	O
15854	11/9/2020	980	USPS- Postmaster	\$1,444.61	O
Bank Total:				\$37,508.71	
Bank Account: 8 Enterprise Fund					
1069	11/9/2020	6468	Carroll Engineering Corp	\$4,994.00	O
1070	11/9/2020	406080	Evoqua Water Technologies L	\$5,911.38	O
1071	11/9/2020	1196	McGovern, Inc.	\$1,716.00	O
1072	11/9/2020	1196	McGovern, Inc.	\$1,716.00	O
Bank Total:				\$14,337.38	
Total Of Checks:				\$51,846.09	