

Call-In Instructions for Westtown Board of Supervisors

Virtual Public Meeting via the Zoom Platform

Monday May 4, 2020

Meeting Start Time is at 7:00 PM

Anyone wishing to participate in the May 4, 2020 Board of Supervisors virtual meeting may do so by calling this phone number:

1-301-715-8592

When your call is answered, you will be required to enter the meeting ID#:

868 0755 7605

If you are prompted for a participant ID, **press #** (a participant ID is not required).

Your participation will be by audio only similar to a traditional conference call. There will be a meeting host who will manage the callers including muting and unmuting.

You may call into the meeting up to 15 minutes prior to the start time. All callers will be placed in a waiting area before being permitted into the meeting and will be muted until the Board asks for public comment on a motion, or at the Public Comment portion of the Agenda.

At the beginning of each public comment period the meeting host will first read aloud any comments or questions submitted in advance of the meeting, related to the topic of discussion. Once the Board has addressed those pre-submitted comments and questions, callers will be prompted one at a time.

If you have a comment or question for the Board, you may indicate so by pressing *9. This will alert the meeting host that you have a question or comment. The host will recognize each caller one at a time by phone number and that caller will be unmuted at which point they may speak to the Board. Please begin your comment or question by first identifying yourself by name and address.

Please note that this meeting will be recorded and the audio of the meeting will be placed on the Westtown Township website on May 5th. This recording will include your voice if you choose to address the Board, as well as the Board's answer.

Due to the online nature of the call-in system, there is a slight audio delay so we ask that you please take your time and be patient. There will be a slight pause when one person finishes speaking and another person starts. While in this virtual meeting we ask that you conduct yourself in a civil manner. Any conduct deemed inappropriate (language, etc.) will result in your being removed from the meeting by disconnecting your call.

Residents are encouraged to submit comments or questions in writing prior to the meeting, to wethridge@westtown.org. Comments and questions for the May 4th meeting will be accepted until noon on May 4.

**WESTTOWN TOWNSHIP
NOTICE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of Westtown Township will hold a virtual public meeting, on Monday, May 4, 2020, commencing at 7:00 p.m., prevailing time. To comply with the Stay-at-Home Order issued by Governor Wolf, and to minimize public exposure to COVID-19 and maintain social distancing, this meeting will be conducted via Zoom, an online video conferencing service. Members of the public may participate in the meeting by phone only by calling **1-301-715-8592** and enter meeting ID#: **868 0755 7605**

The Township is not liable for any land line or cellular connection problems that participants may experience. **No in-person attendance at the Township Building will be permitted.** Public comment should be short and concise and limited to general matters of concern and items on the agenda. To submit comments or questions prior to the meeting, email wethridge@Westtown.org or call (610) 692-1930 **by 12pm on May 4, 2020.**

Additional meeting information can be found at <https://www.westtownpa.org/event/board-of-supervisors-103/>

If you wish to participate in this meeting and are a person with a disability requiring an auxiliary aide, service, or other accommodation to participate please contact the Township Manager at (610) 692-1930 **by 12pm on May 4, 2020** to discuss how the Township can best accommodate your needs.

**BOARD OF SUPERVISORS OF
WESTTOWN TOWNSHIP**

Robert Pingar, Township Manager
Patrick M. McKenna, Township Solicitor

WESTTOWN TOWNSHIP

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

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

AGENDA Westtown Township Board of Supervisors Regular Meeting (Virtual via Zoom) Monday May 4, 2020 - 7:00 PM

- I. **Call to Order & Pledge of Allegiance**
- II. **Approval of Board of Supervisors Meeting Minutes – March 16, 2020**
- III. **Summary of Board of Supervisors Executive Sessions – March 17, 18, 20, 27 & 31 and April 2 & 20, 2020 (emergency preparedness & personnel)**
- IV. **Old Business**
 - A. Rite-Aid Land Development Project – Financial Security Release #1
- V. **New Business**
 - A. Resolution 2020-07, Extension of the discount period and the face value period for payments of real estate taxes
 - B. Appointment of Ann Yost, RLA, to prepare Oakbourne Park Master Plan Request for Proposals (RFP)
 - C. Rt. 3/Rt. 352 Traffic Signal Improvements Project – Approval of Payment Estimate #1
- VI. **Announcements**
 - A. Aqua Water Main Replacement Project on Ponds Edge Road – begins May 11, 2020
 - B. Planning Commission Meeting Cancelled – Wednesday May 6
 - C. Parks & Recreation Commission Meeting Cancelled – Tuesday, May 12
 - D. Toll Brothers/Crebilly Farm II, Planning Commission Meeting – 7:30 PM, Wednesday May 20, 2020. This is a virtual meeting via the Zoom platform.
 - E. P&R Movie Night Cancelled – Friday, May 29
 - F. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – 6:00 PM, Tuesday June 2, 2020. Location to be determined.
- VII. **Public Comment (All Topics)**
- VIII. **Payment of Bills**
- IX. **Adjournment**

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown

Monday, March 16, 2020 at 7:30 PM

Present were: Chair Dick Pomerantz, Vice Chair Carol De Wolf, Police Commissioner Scott Yaw, Township Manager Robert Pingar. There were 3 guests.

I. Pledge of Allegiance & Call to Order

Mr. Pomerantz called the meeting to order at 7:50 PM, and led the Pledge of Allegiance.

II. Approval of Minutes (March 2, 2020)

Ms. De Wolf made a motion to approve the March 2, 2020 Board of Supervisors meeting minutes. Mr. Yaw seconded the motion. There were no comments, and the motion was unanimously approved.

III. Summary of Board of Supervisors Executive Sessions (March 13 & 15, 2020)

Mr. Yaw stated that the Board held Executive Sessions on March 13 and March 15 to discuss emergency preparedness.

IV. Summary of Board of Supervisors Workshop (March 16, 2020)

In their workshop session this evening the Board further discussed the COVID-19 virus and its impact on Township operations, including the possibility of having staff work remotely.

There were no questions or comments.

V. Departmental Reports

Departmental reports were tabled in order to abbreviate tonight's meeting.

VI. Public Comment (Non Agenda Items)

Mr. Pomerantz stated that any public comment would be taken after New Business.

VII. Old Business

A. Ordinance 2020-01, Repeal of Ordinance 2019-05 (Zoning Ordinance, Amendments to Flexible Development Procedure & A/C Zoning District) – Approval

Mr. Pomerantz explained that Ordinance 2019-05 was adopted by the Board of Supervisors on August 19, 2019 to amend Chapter 170 of the Code of Westtown, Articles II, V, IX, XV, and XX. These ordinance amendments were intended to produce new residential developments that more closely align with the ordinances' goals and intents, including yielding public open spaces of greater community benefit and value. Subsequent to the adoption, it was discovered that Exhibit "A" referenced in Ordinance 2019-05 was not attached when the ordinance was advertised for adoption. This ordinance was advertised on February 24 and March 2, 2020 for adoption tonight.

Ms. De Wolf made a motion to adopt Ordinance 2020-01 to repeal Ordinance 2019-05. Mr. Yaw seconded the motion. There was no comment and the motion was unanimously approved.

B. Ordinance 2020-03, Signs – Approval

Mr. Pomerantz stated that this is an ordinance amendment to modify the Code of Westtown, Chapter 170, Article XVIII - Signs. This ordinance amendment is a comprehensive update of Article XVIII in consideration of the US Supreme Court "Reed" case, to ensure that sign regulations are content-neutral, updating regulations governing billboards, and making allowances for LED signage. This motion was previously considered by the Board on 9/16/19;

however, a property owner objected to certain provisions and the motion was tabled. Thereafter, minor changes were made to the ordinance wording. That property owner is now satisfied that the ordinance amendments will not adversely impact that property. This ordinance was advertised on February 24 and March 2, 2020 for adoption tonight.

Ms. De Wolf made a motion to adopt Ordinance 2020-03. Mr. Yaw seconded the motion.

Mr. Yaw asked Mr. Pingar if the township received any emails with comments about this ordinance amendment. Mr. Pingar replied that no comments were received.

There was no other comment and the motion was unanimously approved.

VIII. New Business

A. Township Engineer Appointment – Cedarville Engineering Group, Robert Flinchbaugh, P.E.

Ms. De Wolf made a motion to appoint Cedarville Engineering Group as the Westtown Township engineer for general municipal engineering services. Mr. Yaw seconded the motion. There was no public comment and the motion was unanimously approved.

B. Resolution 2020-06, Declaration of Local State of Disaster Emergency

Mr. Pingar stated that under recommendation of the Township Solicitor, the Declaration that was sent out with the meeting information was amended to include an indefinite timeframe. Mr. Pingar provided the Board with the updated Declaration, which included the sentence, "This declaration shall remain in effect until further notice by the Westtown Board of Supervisors."

Ms. De Wolf made a motion to adopt Resolution 2020-06, declaring a local state of disaster emergency until further notice. Mr. Yaw seconded the motion. There was no public comment 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 Hearing #3 – 6:00 PM, Wednesday March 25, 2020 at Rustin High School - CANCELLED.**
- B. Toll Brothers/Crebilly Farm II, Board of Supervisors Conditional Use Hearing #3 – 6:00 PM, Tuesday April 21, 2020 at Rustin High School – TENTATIVE.**
- C. P&R Egg Hike – 10 AM to noon, Saturday, April 4 at Oakbourne Park - CANCELLED**
- D. CRC Streams Cleanup – 9 to 11:30 AM, Saturday, April 4 at various locations including Goose Creek. It was noted that this event will likely also be cancelled.**

X. Public Comment on All Topics

Jack Embick (189 Pheasant Run) questioned why the discussion about emergency preparedness was held in Executive Session. Mr. Pingar stated that the rapidly evolving situation regarding the COVID-19 outbreak necessitated a phone conference with the Board to discuss township operations, during which they decided to close the township buildings to outside visitors. Mr. Yaw stated that under the Sunshine Act there is an exception for discussions related to emergency preparedness. The sessions on March 13 and March 15 fell clearly into that category.

There was no other public comment.

XI. Payment of Bills

Ms. De Wolf made a motion to approve General Fund bills in the amount of \$24,659.55, Wastewater Fund bills in the amount of \$61,502.65, and Capital Projects Fund bills in the amount of \$39,346.72,

for a grand total of \$125,508.92. Mr. Yaw seconded the motion. There were no questions or comments 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 8:05 PM.

Respectfully submitted,

Robert Pingar
Township Manager

DRAFT



April 30, 2020

Mr. Robert Pingar, P.E., Manager and Director of Engineering
Westtown Township
P. O. Box 79
Westtown, PA 19395

RE: Rite Aid Public Improvements – Escrow Release No. 1 (Final)
MT No. 4861.69

Dear Rob:

Pursuant to your request, I have evaluated the April 24, 2020 escrow release request from Joseph Ambrusico of Rite Aid Corporation (see attached correspondence) for public improvements completed in connection with the Rite Aid project located at West Chester Pike (SR 3) and N. Chester Road (SR 352). Representatives of McCormick Taylor have confirmed that the construction items included in the attached escrow request were installed in accordance with the approved land development plans and are therefore eligible for release.

This release and the remaining escrow account balance is summarized as follows:

Total Requested for Release No. 1 (Final)	\$	561,962.03
Remaining Construction Contingency (10%)	\$	0.00
Remaining Construction Escrow After Release No. 1	\$	0.00
Remaining Inspection Escrow After Release No. 1	\$	0.00
Remaining Retainage From Release No. 1 (10%)	\$	0.00
Escrow Account Balance After Release No. 1 (Final)	\$	0.00

It should be noted that the applicant is required to submit a Notice of Termination (NOT) for the NPDES Permit issued by PADEP. The NOT includes certification of the professional oversight performed during installation of the post-construction storm water management facilities, and as such, a copy of the NOT should be provided to the Township.

Accordingly, it is my recommendation that the amount of **\$561,962.03** be released to the applicant, contingent upon receipt of payment to the Township for any outstanding engineering or legal fees.

Please feel free to contact me directly by phone at 610-640-3500 or by email at SMGuisinger-Colon@mccormicktaylor.com.

Regards,

Susan Guisinger-Colon, P.E., LEED AP
Assistant Director, Transportation Engineering

Attachments

cc: JoAnne Grube, Finance Director, Westtown Township
Joseph Ambrusico, Regional Construction Manager, Rite Aid



Rite Aid Store Development

4/24/2020

The Township of Westtown
Attn: JoAnne Grube
Finance Director
1039 Wilmington Pike
West Chester, PA 19382
P: 610-692-1930
E: jgrube@westtown.org

RE: Bond and Escrow Release
Eckerd Corporation – West Chester Pike (Rt. 3) and Rt 352
Tax Map Parcel No. 67-2-45

To Whom It May Concern:

Rite Aid Corporation is hereby requesting the full release of any and all funds for the above project. We are also requesting the release of Bond #K08928009 in the amount of \$561,962.03.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Ambrusico". The signature is written in a cursive style with a large initial "J".

Joseph Ambrusico
Regional Construction Manager
717-645-8173
Joseph.ambrusico@riteaid.com

WESTCHESTER FIRE INSURANCE COMPANY

Administrative Office: 436 Walnut Street
Philadelphia, Pennsylvania 19106

SUBDIVISION BOND

Bond No. K08928009

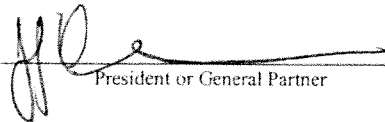
KNOW ALL MEN BY THESE PRESENTS, that we Eckerd Corporation as Principal, whose address is 30 Hunter Lane, Camp Hill, PA 17011 and **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation authorized to do business in the State of Pennsylvania, as Surety, are held and firmly bound unto Township of Westtown as Obligee, in the penal sum of Five Hundred Sixty One Thousand Nine Hundred Sixty Two and 03/100 (\$561,962.03) DOLLARS, lawful money of the United State of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Eckerd Corporation has agreed to construct in Westtown Township, Chester County, Pennsylvania, the following improvements: those to be constructed pursuant to that certain subdivision and land development Agreement dated _____, 2013 by and between Principal and the Township of Westtown and that certain land development approval by the Board of Supervisors of said Township dated _____, 2013.

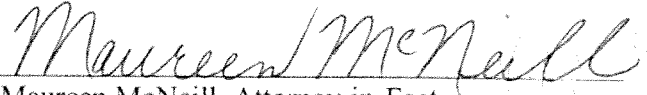
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 24th day of October, 2013.

ECKERD CORPORATION
Principal _____

By:  _____
President or General Partner

WESTCHESTER FIRE INSURANCE COMPANY (Seal)

By:  _____
Maureen McNeill, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette Leuschner, Douglas R. Wheeler, Elizabeth Marrero, Jaquanda Long, Marina Tapia, Maureen McNeill, Wayne McVaugh, all of the City of PHILADELPHIA, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of April 2013.

WESTCHESTER FIRE INSURANCE COMPANY

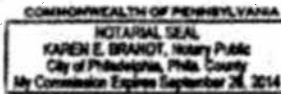


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 5 day of April, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 25TH day of OCTOBER, 2013.



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 05, 2015.

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2012

ADMITTED ASSETS

BONDS	\$1,915,932,115
SHORT - TERM INVESTMENTS	22,465,390
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	(41,292,474)
PREMIUM IN COURSE OF COLLECTION*	56,878,650
INTEREST ACCRUED	17,136,830
OTHER ASSETS	148,350,304
TOTAL ASSETS	<u>\$2,119,270,815</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$215,324,197
RESERVE FOR LOSSES	1,103,762,744
RESERVE FOR TAXES	3,515,562
FUNDS HELD UNDER REINSURANCE TREATIES	4,484,136
OTHER LIABILITIES	(21,519,017)
TOTAL LIABILITIES	<u>1,305,567,622</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	292,187,374
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	111,710,473
SURPLUS (UNASSIGNED)	404,805,246
SURPLUS TO POLICYHOLDERS	<u>813,703,193</u>
TOTAL	<u>\$2,119,270,815</u>


(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2012.

Sworn before me this March 15, 2013

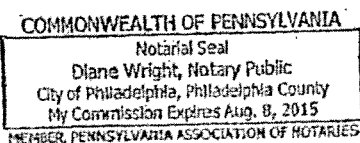


Vice President



Notary Public

August 8, 2015
My commission expires



Linda Cox

From: Theresa Hunter
Sent: Friday, November 08, 2013 10:58 AM
To: Linda Cox; Michael Lazar
Subject: RE: Bonds for 11153 West Chester PA
Attachments: Bonds for 11153 West Chester PA.pdf

Please see attached, Linda where does the original go?

Theresa Hunter
Executive Assistant to Joseph J. Notarianni
Vice President, Real Estate Law
Rite Aid Corporation
30 Hunter Lane
Camp Hill PA 17011
Bus: 717-760-7874
fax: 717-975-5952

Linda Cox

From: Linda Cox
Sent: Friday, November 08, 2013 2:01 PM
To: Theresa Hunter
Cc: gillm@buckleyllp.com; Michael Lazar; Linda Cox
Subject: FW: RE: Bonds for 11153 West Chester PA
Attachments: Bonds for 11153 West Chester PA.pdf

Theresa,
Please overnight it to Mr. Gill. His mailing info is below in his email response. Let me know if you need anything else. Cost should be posted to the store (11153).

Thanks for all your help!
Linda Cox
Risk Mgmt.
Ext. 5041

From: Michael Gill [mailto:gillm@buckleyllp.com]
Sent: Friday, November 08, 2013 1:53 PM
To: Linda Cox
Subject: RE: RE: Bonds for 11153 West Chester PA

Yes, please.

Thanks!

MSG

**Buckley, Brion, McGuire,
Morris & Sommer LLP**
ATTORNEYS AT LAW

Michael S. Gill, Esquire
118 W. Market Street, Suite 300
West Chester, PA 19382-2928
Email: mgill@buckleyllp.com
Web: buckleyllp.com

Phone: 610-436-4400 Ext. 109
Direct Dial: 484-887-7534
Fax: 610-436-8305
Cellular: 484-883-4676



NEW IRS RULES RESTRICT WRITTEN FEDERAL TAX ADVICE FROM LAWYERS AND ACCOUNTANTS. WE INCLUDE THIS STATEMENT IN ALL OUTBOUND EMAILS BECAUSE EVEN INADVERTENT VIOLATIONS MAY BE PENALIZED. NOTHING IN THIS MESSAGE IS INTENDED TO BE USED, OR MAY BE USED, TO AVOID ANY PENALTY UNDER FEDERAL TAX LAWS. THIS MESSAGE WAS NOT WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF ANY TRANSACTION. CONTACT THE SENDER IF YOU WISH TO ENGAGE US TO PROVIDE FORMAL WRITTEN ADVICE AS TO TAX ISSUES.

THIS E-MAIL MESSAGE AND ANY FILES TRANSMITTED WITH IT ARE CONFIDENTIAL AND PRIVILEGED, AND ARE INTENDED SOLELY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT OF THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS E-MAIL MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE OR NOTIFY US BY RETURN E-MAIL. ALSO, PLEASE SEND A HARD COPY OF THE E-MAIL MESSAGE TO US AT THE ADDRESS LISTED ABOVE VIA U.S. MAIL AND DELETE THE MESSAGE FROM YOUR COMPUTER. THANK YOU.

From: Linda Cox [mailto:lcox@riteaid.com]
Sent: Friday, November 08, 2013 1:34 PM
To: Michael Gill
Subject: FW: RE: Bonds for 11153 West Chester PA

Mr. Gill,
Should the original bond be sent to your attention?

Thanks,
Linda J. Cox

11/8/2013

PUBLIC IMPROVEMENTS COST ESTIMATE

Based on plan dated 12/17/2012 revised 8/6/2013

Plans prepared by Bohler Engineering, Twenty-Five (25) Sheets

PUBLIC IMPROVEMENTS COST ESTIMATE RITE AID

Sheet 1 of 2

ITEM NO.	ITEM	QUANTITY	UNITS	UNIT COST	ITEM COST	SUBTOTAL
Site Demolition						
1	Mobilization	1	LS	\$4,000.00	\$4,000.00	
2	Building Removal(6000 SF)	1	LS	\$15,000.00	\$15,000.00	
3	Curb Removal	720	LF	\$3.50	\$2,520.00	
4	Pavement Removal	3346	SY	\$3.00	\$10,038.00	
5	Concrete Removal 4"-6" Depth	1034	SF	\$0.75	\$775.50	
6	Area Light/Base Removal	4	EA	\$500.00	\$2,000.00	
7	Tree Removal	1	EA	\$450.00	\$450.00	
8	6' wide Temporary Barrier	20	EA	\$80.00	\$1,600.00	
9	Temporary Fence	1300	LF	\$9.00	\$11,700.00	
10	Manhole Removal	3	EA	\$500.00	\$1,500.00	
						\$49,583.50
Earthwork						
11	Geotech Engineering/Compaction Testing	1	EA	\$8,500.00	\$8,500.00	
12	Strip Topsoil	1288	CY	\$3.00	\$3,864.00	
13	Cut to Fill (no rock) (0 - 250LF) Push Dirt	6530	CY	\$3.50	\$22,855.00	
						\$35,219.00
Sanitary Sewer						
14	6" PVC (0-6' deep)	81	LF	\$105.00	\$8,505.00	
15	Cleanout	2	EA	\$300.00	\$600.00	
						\$9,105.00
Erosion Control						
16	Construction Entrance	1	EA	\$3,500.00	\$3,500.00	
17	12" Diameter Silt Sox	1,335	LF	\$8.50	\$11,347.50	
18	NAGS S-75 Temporary Stabilization	12,878	SF	\$0.22	\$2,833.16	
19	NAGS SC 150 Temporary Stabilization	4,714	SF	\$0.25	\$1,178.50	
20	Permanent Seeding	43,151	SF	\$0.07	\$3,020.57	
21	Inlet Protection	10	EA	\$150.00	\$1,500.00	
						\$23,379.73
Storm - HDPE (W/ 1' Stone Cover)						
22	4" HDPE 100' ROLL	130	LF	\$10.00	\$1,300.00	
23	6" HDPE 100' ROLL	36	LF	\$11.00	\$396.00	
24	12" HDPE (0-6' deep)	24	LF	\$32.00	\$768.00	
25	15" HDPE (0-6' deep)	406	LF	\$33.75	\$13,702.50	
26	Pea Gravel-Bioretention Area	34	CY	\$20.00	\$680.00	
27	2B Stone- Bioretention Area	76	CY	\$40.00	\$3,040.00	
28	Geotextile Fabric	168	SY	\$0.63	\$105.84	
						\$19,992.34
Storm - Class IV						
29	18" RCP (0-6' deep)	125	LF	\$35.90	\$4,487.50	
						\$4,487.50
Storm - Flared End Sections						
30	15" Flared End Section	1	EA	\$760.00	\$760.00	
31	Storm Manholes(0-6' deep)	4	EA	\$1,650.00	\$6,600.00	
32	C Inlets(0-6' deep)	3	EA	\$1,375.00	\$4,125.00	
33	M Inlets(0-6' deep)	5	EA	\$1,400.00	\$7,000.00	
34	Trench drain	29	LF	\$100.00	\$2,900.00	
35	Inlet Snouts	2	EA	\$400.00	\$800.00	
36	30" Yard Drain	1	EA	\$1,000.00	\$1,000.00	
37	Rip Rap, with Filter Fabric	46	SY	\$57.00	\$2,622.00	
						\$25,807.00
Water						
38	Water Meter Pit 1.5"	1	EA	\$10,000.00	\$10,000.00	
39	1.5" Type K Copper Domestic Line	222	LF	\$30.00	\$6,660.00	
						\$16,660.00
Curb						
40	Concrete Curb	1705	LF	\$15.00	\$25,575.00	
						\$25,575.00

RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
WESTTOWN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA,
EXTENDING THE DISCOUNT PERIOD AND FACE VALUE PERIOD FOR
PAYMENT OF REAL PROPERTY TAXES.**

WHEREAS, by Pennsylvania Act No. 15 of 2020 and in response to hardships caused by the COVID-19 disaster emergency, local taxing districts within the Commonwealth of Pennsylvania may temporarily extend the discount and face value periods for payment of real property taxes; and

WHEREAS, during and as a result of said emergency, the Board of Supervisors now desires to afford the taxpayers of Westtown Township certain relief, and in particular the benefit of the extension for payment of real property taxes as authorized by Pennsylvania Act No. 15 of 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Westtown Township that, Westtown Township shall: (1) collect the real property tax at the Township's prescribed discount rate through August 31, 2020; and (2) waive any fee or penalty otherwise associated with the late payment of the real property tax if paid in full by December 31, 2020. This Resolution shall apply only to real property taxes for calendar year 2020. A copy of this Resolution shall be delivered by the Secretary of Westtown Township to the Tax Collector immediately upon enactment.

ADOPTED as Resolution this 4th day of May, 2020.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Richard Pomerantz, Chair

Carol De Wolf, Vice Chair

Scott E. Yaw, Police Commissioner

Attest:

Robert R. Pingar, Secretary

REQUEST FOR PROPOSAL (RFP)
OAKBOURNE PARK MASTER PLAN

Westtown Township, Chester County

Westtown Township Board of Supervisors are accepting proposals for a one-time contract to perform park planning professional (consulting) services for Westtown Township to complete a master plan for Oakbourne Park. Proposal submission instructions, requirements, evaluation criteria, and contract are attached. This project is fully funded by Westtown Township, which has established a project budget of \$50,000. The Scope of Work outlined in this RFP shall be complete by the selected consultant by January 29, 2021.

An electronic copy of the proposals must be received by the Westtown Township Manager, Robert R. Pingar, P.E. at the Westtown Township Municipal Office, via email, link to your DropBox, or other file share drive no later than Friday, May 8, 2020 at 4:00 PM.

If additional information is needed, please contact Robert R. Pingar, P.E., Township Manager at 610-692-1930 or rpingar@westtown.org

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REQUEST FOR PROPOSAL (RFP)
OAKBOURNE PARK MASTER PLAN

Westtown Township, Chester County

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Appendix A:	DCNR NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE
Attachment:	OAKBOURNE PARK SITE PLAN, 2005

SECTION 1. BACKGROUND

Westtown Township is a second-class township in eastern Chester County, located southeast of West Chester Borough. The Township has five municipal parks. Oakbourne Park is the largest park at 94 acres. Westtown Township has an active Parks & Recreation Commission, Historic Commission, Planning Commission, and Friends of Oakbourne 401(c) 3 volunteer group.

Oakbourne Park is a community park, developed around the historic Oakbourne Mansion. Oakbourne Mansion and its unique water tower are the centerpiece of the park. Oakbourne Mansion is a popular rental venue for meetings, special events, and weddings.

Oakbourne Park has been developed to serve the active and passive recreation needs of Westtown Township residents. Facilities include a basketball court, two tennis courts, two soccer fields, a senior baseball field and a youth baseball field, playground, picnic pavilion, community gardens, and walking trails. The portion of the park on the east side of South Concord Road, referred to as the Cope Tract, has leased agricultural fields, wooded natural areas, and walking trails. The park is home to the popular Westtown Day celebration and other special events. Organized youth sports leagues (East Side Little League, West Chester United Soccer Club, etc.) use the facilities at Oakbourne Park.

The park surrounds the Gaudenzia House, a private establishment on private property that provides social services. This property that appears to be part of the park and the park boundary should be demarcated to inform park visitors of the boundary.

The park also includes a 1.1-acre Aqua water storage tank parcel near the Gaudenzia property, as well as a cell tower easement near the carriage house.

The goals of the Oakbourne Park Master Plan:

- Define a clear vision for the park.
- Undertake public participation as part of the park planning process to define resident recreation interests and needs.
- Recommend improvements necessary to bring the park into compliance with the Americans with Disabilities Act (ADA).
- Develop a master plan for the park that illustrates the proposed recreation and support improvements and natural area enhancements.
- Define the future use of the Cope Tract, currently under agricultural lease.
- Unify the park site and address the demarcation of the Gaudenzia House property.
- Determine maintenance and operations requirements for the improved park.
- Determine capital improvement costs and define a phased implementation plan for the proposed improvements.

Relevant information regarding Westtown Township and Oakbourne Park can be found in the following documents.

- 2019 Westtown Township Comprehensive Plan <http://www.westtownpa.org/wp-content/uploads/2019/03/Westtown-Comprehensive-Plan-Update-2019.pdf>
- 2014 Westtown Township Open Space, Recreational Parks and Environmental Resources Plan <http://www.westtownpa.org/wp-content/uploads/2015/05/2014-Open-Space-Plan-Update-with-maps-REDUCED.pdf>

Topography and property line survey for Oakbourne Park is not available from Westtown Township. Project base mapping shall be compiled from readily available sources to include Chester County GIS data, aerial photography, etc. Westtown Township will provide the property deeds for the six (6) parcels that comprise Oakbourne Park.

The Oakbourne Park Master Plan will serve as a basis for future grant applications to PA DCNR and other agencies and organizations and guide park improvement decisions.

SECTION 2. GENERAL TERMS

- The Township reserves the right to reject any or all proposals and to select the proposal that it determines to be in the best interest of Westtown Township.
- The contract is subject to the approval of the Westtown Township Board of Supervisors and is effective only upon their approval.
- Proposers are bound by the deadline and location requirements for submittals in response to this RFP as stated above.
- Proposals will remain effective for Westtown Township review and approval for 90 days from the deadline for submitting proposals.
- If only one proposal is received by Westtown Township, it may negotiate with the proposer or seek additional proposals on a formal or informal basis during the 90-day period that proposals are effective.
- The proposer is encouraged to clarify, modify, or add to any scope of work item that it deems appropriate to develop a high-quality plan at the lowest possible cost. All changes should be clearly identified and explained. The proposed scope of work must accomplish the goals and work as stated below.

SECTION 3. SCOPE OF WORK

A. PURPOSE, GOALS, AND OBJECTIVES

Briefly state the purpose, goals, and objectives of the master planning process.

B. PUBLIC PARTICIPATON

Public participation is required throughout the planning process to determine resident preferences and prioritize the types of facilities and activities at Oakbourne Park. At minimum, public participation must include:

1. Study Committee – The Township Board of Supervisors will appoint a study committee to work with the planning consultant on the project. The study committee will meet with the planning consultant on a regular basis to provide guidance and review work. The consultant shall meet with the study committee a minimum of six times.
2. Key Person Interviews – The study committee will work with the consultants to identify key stakeholders to be interviewed. The consultant shall conduct a minimum of 10 key person interviews.
3. Online Citizen Survey – The consultant shall design, conduct, and summarize findings of an online citizen survey. The survey will be posted on the municipal website.
4. Public Meetings – The consultant shall conduct a minimum of two public meetings to gather resident input and review master plan recommendations.
5. Elected Officials Meeting – The consultant shall present the master plan to the Westtown Board of Supervisors for approval at a regularly scheduled Board of Supervisors meeting.

C. BACKGROUND INFORMATION

Provide an overview of the community, park system, and project site. The *2019 Westtown Comprehensive Plan* should be referenced for pertinent information. Provide the following community information:

1. A brief introduction into Westtown Township including location, size, and regional context.
2. Demographics including population, age, gender, race & ethnicity, households, income, education, and visitors.
3. Economic, housing, transportation, and historic/cultural assets.
4. Natural resources such as forests, wetlands, waters, farmland, critical habitats, etc.
5. Park, open space, and recreation facilities including number, size, and type.
6. Project site relationship to the municipal park system.
7. Provisions of existing planning documents that are applicable to the project site.

D. SITE INVENTORY AND ANALYSIS

Describe the physical, natural, historic, and cultural resources and legal restrictions related to the project site and any potential impacts on potential development and use. Provide analysis of the opportunities and constraints.

1. Site description: location, acreage, zoning, surrounding land use, deed restrictions, easements and rights-of-way, etc.
2. Natural features: soils, topography, wetlands, floodplain, vegetation, invasive species, PNDI potential impacts, drainage patterns, etc.
3. Manmade features: existing recreation and support facilities, utilities, access and circulation, etc.
4. Historic and cultural features. Assessment of the Oakbourne Mansion, water tower, carriage house, gate house, and other structures associated with the mansion are not part of this project.

E. ACTIVITY(S) AND FACILITY(S) ANALYSIS

Describe the community needs, uses, and priorities for Oakbourne Park as identified by the public participation process, previous planning work, and needs assessment. Describe the recreation and conservation facilities and activity areas proposed to be developed, rehabilitated, or enhanced on the site and note the type, size, and standard.

1. For active recreation facilities, describe the participant skill level, competition level, and spectator use for each facility.
2. For passive recreation facilities, describe the proposed use of the project site such as wildlife viewing, nature trails, community gardens, habitat protection, environmental education, etc.
3. Describe the proposed preservation of open space, natural areas, and riparian buffers.
4. Describe the projected participation rates. To help define facility requirements, estimates of daily, weekly, monthly, and seasonal use may be required.
5. List the accepted published national, state, or local standards (reference the standard by name) used to determine the size, dimensions, orientation, slope, buffer areas and setback requirements, open or undisturbed space requirements, etc. for each proposed facility and use.
6. Support facilities may be required for the proposed recreation and conservation facilities and uses. Depending on the site and proposed uses, support facilities may include roads, stormwater management, maintenance facilities, utilities, parking, comfort facilities, etc. Provide a brief description of each support facility and the requirements for connectivity and accessibility.

F. DESIGN CONSIDERATIONS

Consider the following planning parameters when determining the uses and facilities planned at Oakbourne Park:

1. Site opportunities, constraints, and generally accepted design standards related to the proposed recreation facilities and uses including applicable local recreation and park agency standards.
2. Topography of the site.
3. Compliance with applicable laws, regulations, and guidelines including land subdivision, zoning, 2010 ADA Standards for Accessible Design, Uniform Construction Code, American Society for Testing Materials (ASTM) standards, and the Consumer Product Safety Commission (CPSC) guidelines pertaining to playground areas and equipment.
4. Protection/enhancement of environmentally sensitive areas including forests, streams, wetlands, and natural areas that provide wildlife habitat and protect water quality.
5. Sustainable site design and green infrastructure/materials may reduce environmental impact and lower maintenance and operation costs.
6. Establishment and maintenance of sustainable riparian native grass and/or forest buffers.
7. Stormwater management. Information about best management practices and regulations is available at:
 - PA Department of Environmental Protection (DEP): <https://www.dep.pa.gov/Business/Water/CleanWater/StormwaterMgmt/Pages/default.aspx>
 - StormwaterPA: <http://www.stormwaterpa.org/>

G. DESIGN PROCESS AND RECOMMENDATIONS

1. Develop a minimum of two preliminary alternative concept drawings. Relationships between facilities and circulation patterns should be shown; however, the exact shape and placement of facilities is not critical.
2. Present the preliminary alternative concept drawings to the study committee for discussion and evaluation.
3. Prepare a written evaluation for each alternative concept drawing highlighting both the positive and negative points.
4. Prepare a draft master plan based on the evaluation of the preliminary conceptual alternatives.
5. Present the draft master plan at a public meeting and seek public comments.
6. Finalize the master plan based on input from the public meeting and findings of the planning process.
7. Present the final master plan at a Westtown Township Board of Supervisors meeting for final comment.

H. COST ESTIMATE AND PHASED CAPITAL DEVELOPMENT PROGRAM

1. Development Capital Costs – Prepare a detailed cost estimate for the development of the proposed recreation areas and facilities. The cost estimate should include engineering and other professional services cost; construction and materials cost; project administration cost; and a contingency of at least 10% of the construction cost estimate.
2. Phased Capital Development Program – Review the development capital costs with the study committee and if the proposed development cannot be realistically developed in a single phase, define development phases and develop corresponding detailed cost estimates.
3. Phasing Plan – Develop a phasing plan that illustrates the development phases on the final master plan.
4. Implementation Strategy – Develop a finance strategy for each development phase that considers bonds, grants, fund-raising, etc.

I. MAINTENANCE AND OPERATION COSTS; REVENUE

1. Develop a cost estimate for annual maintenance and operation of the final master plan recreation areas and facilities. The estimate must be calculated for each of the items identified below; analysis should also be included in the narrative report.
 - a. Personnel – Describe and analyze the current level of operations and maintenance personnel including paid staff and volunteers.
 - b. Maintenance and Operation Costs –
 - Determine if the life cycle costs can be lowered by using sustainable design practices and alternative materials.
 - List and discuss various materials that could be used to lower long-term maintenance cost.
 - Administration (i.e. insurance, office supplies, phone, internet, public relations, rentals, training, etc.)
 - Personnel (Include a list employment positions, number of employees in each position, estimated salaries or wages by position, fringe benefits, estimated overtime cost, temporary employment, etc.)
 - Maintenance equipment needed to maintain recreation areas and facilities.
 - Supplies and materials (i.e. concession and sale items, custodial supplies, motor vehicle fuel and supplies, tools and mechanical supplies, utilities, equipment rental, etc.)
 - Programming (Include a general description and anticipated number of programs, participants by program, and costs by program)
 - Contracted services cost for operation and maintenance.
 - Annual capital outlay for major equipment.

- Debt Service. (To the extent that long term financing is anticipated to fund the proposed site improvements and any major equipment purchased.)
2. Project anticipated revenues for a one-year period by area, facility, and source. Include all items of revenue that may be applicable to the proposed site use and development such as: daily admission or entrance fees, seasonal permits, facility rental, concessions, general municipal tax support, other sources (i.e. endowments, donations, fund raising events, etc.)

J. NARRATIVE REPORT

1. Document each aspect of the planning process and the recommendations of the final master plan in an 8 ½"x11" narrative report. The report shall include the assessment, findings, and recommendations of work items A – I, above.
2. Provide electronic copies of the draft narrative report to the study committee and Township representative(s) for review and comment.
3. Revise the narrative plan based on comments received and finalize the report.

K. BASE MAPPING, MASTER PLAN, AND SITE DEVELOPMENT DRAWING

1. The base map for Oakbourne Park should be developed using Chester County GIS data, aerial photography, and other readily available information. Westtown Township will provide a copy of parcel deeds to plot the property boundary. The base map shall include the park name, name of municipality/county, a graphic scale, north arrow, date, legend, and the professional seal of the landscape architect designer registered in the Commonwealth of Pennsylvania.
2. The final master plan should illustrate the proposed improvements and enhancements to Oakbourne Park. The final master plan should be drawn to scale color rendering.
3. A separate version of the final master plan shall be developed as a Site Development Drawing as defined by PA DCNR. All data identified on the Bureau's *Park Site Development Drawing (SDD) Checklist* must be represented on the drawing(s), as applicable. Specifically, the metes and bounds, existing conditions, proposed improvements, ADA compliance, and phasing must be clearly identified.

L. FINAL PRODUCTS

The consultant shall be responsible for the following final products and deliverables:

1. Ten (10) printed 8½"x11" bound copies of the final narrative report with the cover signed, sealed, and dated by the design consultant.
2. One final master plan rendering drawn to scale, colored, mounted on a 24"x36" (or other acceptable size) board for display purposes.
3. One (1) flash drive with electronic PDF format copies of the final narrative report, final master plan rendering, and Site Development Drawing.

SECTION 4. CONSULTANT QUALIFICATIONS

The lead consultant or consultant team must have documented expertise and experience to include:

- A. Leadership and successful management and coordination of park master plan projects.
- B. Development and implementation of public participation processes such as public meetings with elected officials and stakeholders, study committee meetings, key person interviews, public surveys, etc.
- C. A licensed Landscape Architect or Engineer with minimum 10 years of experience developing park master plans and designs for public park and recreation facilities/areas and authorized by Pennsylvania law to seal planning documents.
- D. A park and recreation practitioner holding a Certified Park & Recreation Professional (CPRP) certification with a minimum 10 years of experience developing policies and procedures for the management, operation, and maintenance of public park and recreation facilities/areas.
- E. Effective communication of recommendations and implementation strategies to elected officials, non-profit organizations, and stakeholders.

The Consultant shall meet the standard PA DCNR requirements for a consultant being selected for a PA DCNR park planning project.

SECTION 5. REQUIRED PROPOSAL SUBMITTALS

Proposal size is limited to 20 double-sided pages, including all attachments and appendices, excluding the cover, table of contents, and Contract for Professional Services.

A. Letter of Transmittal

This letter must include the following:

- A statement demonstrating your understanding of the work to be performed.
- The firm's contact person and telephone number.

B. Profile of Firm

This consists of the following:

- A statement of the firm's experience in conducting work of the nature sought by this RFP.
- The location of the firm's office that will perform the work.
- Resumes of individuals (consultants, employees, etc.) proposed to conduct the work and the specific duties of each in relation to the work. The project consulting team must meet Consultant Qualifications (Section 4).
- A list of five (5) municipal clients with contact information and list of similar work performed by the consultant.
- In one brief paragraph, articulate what truly differentiates your firm from your competition to most effectively carry out this project.

C. Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the Scope of Work. Inclusion of examples of similar work is encouraged.

D. Work Schedule

The schedule must include time frames for each major work element, target dates for public meetings, and dates for completion of draft and final documents. The Scope of Work outlined in this RFP shall be complete by the selected consultant by January 29, 2021, in anticipation of an April 2021 grant application to PA DCNR. Westtown Township anticipates a mid-May project award.

E. Cost

For each major work element, the costs must be itemized and indicate:

- For each person assigned to the work, the title of the person in the organization, the hourly rate, and the number of hours to be worked
- The reimbursable expenses to be claimed

The itemized costs must be totaled to produce a contract price. If awarded a contract, a proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

If awarded a contract, the proposer may not change the staffing assigned to the project without approval by Westtown Township. However, approval will not be denied if the staff replacement is determined by Westtown Township to be of equal ability or experience to the predecessor.

F. Contract

The Contract for Professional Services form is provided in Section 7. The DCNR Nondiscrimination/Sexual Harassment Clause is referenced in the contract and shall be included as an addendum in its entirety. The clause is provided in Appendix A of this RFP.

SECTION 6. EVALUATION CRITERIA

A. Technical Expertise and Experience

The following factors will be considered:

- The firm's experience in performing similar work
- The level of expertise of the individuals assigned to conduct the work
- The clarity and completeness of the proposal and the firm's demonstrated understanding of the work to be performed

B. Procedures and Methods

The following factors will be considered:

- The techniques for collecting and analyzing data
- The sequence and relationships of major steps
- The methods for managing the work to ensure timely and orderly completion

C. Cost

The following factors will be considered:

- The number of hours of work to be performed
- The level of expertise of the individuals assigned to conduct the work

D. Interview

Any or all firms submitting proposals may be invited to interview and give a presentation of their proposal. Interviews may occur using online video conferencing, as necessary.

SECTION 7. CONTRACT FOR PROFESSIONAL SERVICES

A proposed contract is included for review. If it is satisfactory, it should be completed, executed, and submitted with the proposal. If you prefer an alternative contract, you may submit it as a part of your proposal. Westtown Township reserves the right to enter into the enclosed contract with the successful firm or to negotiate the terms of a professional services contract.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 2020, by and between Westtown Township, Chester County, Pennsylvania ("Township"), and _____ ("Consulting Firm").

WHEREAS, the Township desires to have certain one-time professional consulting work performed involving Oakbourne Park Master Plan;

WHEREAS, the Township desires to enter into a contract for this work pursuant to a Request for Proposals ("RFP") issued by Township;

WHEREAS, the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS, the Consulting Firm is equipped and staffed to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

THE CONSULTING FIRM WILL:

1. Provide professional consulting services in accordance with the RFP, its proposal in response to the RFP, and the Nondiscrimination/Sexual Harassment Clause, which is attached hereto and incorporated herein as Appendix A.
2. Obtain approval from the Township of any changes to the staffing stated in its proposal. However, approval will not be denied if the staff replacement is determined by the Township to be of equal ability or experience to the predecessor.

THE TOWNSHIP WILL:

1. Compensate the Consulting Firm based on the actual hours worked and actual reimbursable expenses for a total amount not to exceed \$_____.
2. Provide the Consulting Firm with reasonable access to Township personnel, facilities, and information necessary to properly perform the work required under this Contract.
3. Make payment to the Consulting Firm within 30 days after receipt of a properly prepared invoice for work satisfactorily performed.

IT IS FURTHER AGREED THAT:

1. All copyright interests in work created under this Contract are solely and exclusively the property of the Township. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the Township.
2. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

FOR THE TOWNSHIP:

TITLE: _____

WITNESS:

FOR THE CONSULTING FIRM:

TITLE: _____

APPENDIX A
DCNR NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that

have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (5/11/17)

DCNR-2018-Gen
Gen-GPM – 1 Rev. 5/18



April 28, 2020

Mr. Robert Pingar, P.E., Township Manager & Director of Engineering
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

**RE: Westtown Township Traffic Signal Improvements: West Chester Pike (SR 0003)
and North Chester Road (SR 0352) Green Light Go Project
Recommendation of Approval of Kuharchik Invoice #1
MT No.: 5675.39**

Dear Mr. Pingar:

McCormick Taylor has received and reviewed the following invoice from Kuharchik Construction Inc. We recommend that Westtown Township approve this invoice in the amount of \$114,914.71.

Invoice #	Date Received	Kuharchik Invoice Ref #	Amount
1	4/22/2020	37291	\$114,914.71

This invoice is primarily for costs associated with Kuharchik's purchase of traffic signal equipment needed for this project.

As always, please feel free to contact me at 610-640-3500 should you have any questions regarding our recommendation of approval.

Regards,

McCormick Taylor, Inc.

Andrew J. Parker, P.E., PTOE
Project Manager

cc: JoAnne Grube



Dear Customer,

I am writing to provide you with details on Aqua Pennsylvania's construction work that is scheduled in your neighborhood. Before I do, on behalf of Aqua, I want you to know that we hope you and your family are faring well during the COVID-19 pandemic. During this time of uncertainty, please know that the water Aqua Pennsylvania delivers to your home or business remains compliant, meeting or outperforming all standards of the Safe Drinking Water Act.

The COVID-19 pandemic has shined a greater light on the importance of access to safe drinking water, and Pennsylvania Governor Tom Wolf has identified Aqua as part of the life-sustaining business sector that contributes to the health and safety of Pennsylvania. Our ability to continue the uninterrupted delivery of safe drinking water to your homes and businesses is dependent on our ability to continue the necessary replacement of aging water mains.

Aqua Pennsylvania will begin the replacement of 5,400 feet of aging 6-inch cement pipe with new 8-inch ductile iron water main on the following streets in Westtown Township, Chester County beginning the week of May 11, 2020:

- **Rollinview Drive between Ponds Edge Road and the end of the cul-de-sac**
- **Nectar Lane between Ponds Edge Road and the end of the cul-de-sac**
- **Ponds Edge Road between Manley and Walnut Hill Roads**

The \$913,000 project is part of our continuing infrastructure improvement program that replaced more than 17 miles of aging main in Chester County in 2019 to improve service reliability for customers. The new water main will reduce the potential for main breaks and discolored water, and improve water flow in the area.

Construction will take place weekdays between 7 a.m. and 4 p.m. Access will be provided for emergency, mail, and trash service. Residents will have access to their properties, but at times will need to enter from different directions due to changing work zones.

Ordinarily, once testing has been completed, we would transfer each water service and any fire hydrants onto the new main, then make the final connections on the side streets and abandon the old main. Permanent restoration would be complete in the fall of 2020. However, due to the COVID-19 pandemic, we are delaying the transfer of services and final connections that we cannot complete in less than 30 minutes until further notice because we understand that access to water is crucial to maintaining good health during the current pandemic. We are closely monitoring the COVID-19 crisis and will change our practices if and when required. Aqua will have an inspector on the job each day to answer your questions.

Our employees and contractors have implemented the social distancing and hygiene practices encouraged by the Centers for Disease Control and other agencies. Should you encounter our crews and other employees, please maintain social distancing for your own safety as well as that of our crews. The work we are continuing is recognized as critical and our employees throughout the state are working 24/7 to answer your calls, respond to emergencies and maintain uninterrupted water service.

Please refer to the door hanger left at your property for more information on what to expect as we begin our construction project in your neighborhood.

In addition to reaching our customer service staff and emergency dispatcher at the number listed on the doorhanger accompanying this letter, you may also call me with any questions regarding the project at 610.430.0747.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Rosser". The signature is written in a cursive style with a long horizontal stroke at the end.

Jim Rosser
Construction Superintendent – Great Valley Division

Check Register**Westtown Township**

01-May-20

From: 17-Mar-20 To: 04-May-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
15500	3/18/2020	1009	Ann Marie Cassidy	\$680.00	R
15501	3/18/2020	222	Brandywine Valley SPCA	\$45.00	R
15502	3/18/2020	6958	Capital One Bank	\$79,865.17	R
15503	3/18/2020	860	TrueNet, Inc	\$120.00	R
15507	3/23/2020	7178	Buckley Brion	\$3,138.50	R
15508	3/23/2020	1206	Freedom Systems Corporation	\$1,008.00	R
15509	3/23/2020	1041	Fulton Financial Advisors	\$500.00	R
15510	3/23/2020	7196	GreatAmerica Financial Svcs	\$217.00	R
15511	3/23/2020	7262	Key Business Solutions Inc	\$31.78	O
15512	3/23/2020	1157	Nationwide Testing Associatio	\$67.60	R
15513	3/23/2020	7	Westtown-East Goshen PD	\$250,032.47	R
15514	3/23/2020	31	Gawthrop Greenwood, Attorn	\$15,996.30	R
15515	3/23/2020	406226	Michael Fitzsimmons	\$248.55	R
15516	3/27/2020	405540	Albert Federico Consulting, LL	\$780.00	O
15517	3/27/2020	6038	Cedarville Engineering Group	\$7,969.80	O
15518	3/27/2020	1201	Charles A. Higgins & Sons, Inc	\$626.50	O
15519	3/27/2020	7129	County Lines Magazine	\$550.00	O
15520	3/27/2020	48	H. A. Weigand Inc	\$156.00	O
15521	3/27/2020	140	HUBER ELECTRIC	\$373.88	O
15522	3/27/2020	405820	John D. Snook	\$1,840.00	O
15523	3/27/2020	1061	McCormick Taylor	\$2,675.00	O
15524	3/27/2020	6451	Yale Electric Supply CO	\$104.67	O
15525	4/9/2020	405540	Albert Federico Consulting, LL	\$3,250.00	O
15526	4/9/2020	1009	Ann Marie Cassidy	\$680.00	O
15527	4/9/2020	5547	CJs Tire & Automotive Svcs	\$572.12	O
15528	4/9/2020	1162	Fastenal Company	\$77.61	O
15529	4/9/2020	214	Francis Hall Insurance & Risk	\$1,675.00	O
15530	4/9/2020	31	Gawthrop Greenwood, Attorn	\$18,854.00	O
15531	4/9/2020	406252	Guidemark, Inc.	\$1,982.80	O
15532	4/9/2020	140	HUBER ELECTRIC	\$336.18	O
15533	4/9/2020	175	MAIN LINE CONCRETE & SU	\$278.25	O
15534	4/9/2020	1061	McCormick Taylor	\$10,065.00	O
15535	4/9/2020	1123	New Enterprise Stone & Lime	\$160.80	O
15536	4/9/2020	6451	Yale Electric Supply CO	\$52.68	O
15537	4/20/2020	5438	20/10 Solutions	\$945.00	O
15538	4/20/2020	7191	Code Inspections Inc	\$5,907.12	O
15539	4/20/2020	998	Environmental Systems Resea	\$400.00	O
15540	4/20/2020	1206	Freedom Systems Corporation	\$130.00	O

Check Register

Westtown Township

01-May-20

From: 17-Mar-20 To: 04-May-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
15541	4/20/2020	140	HUBER ELECTRIC	\$900.10	O
15542	4/20/2020	127	In-Fleet Truck Service	\$100.00	O
15543	4/20/2020	1157	Nationwide Testing Associatio	\$39.00	O
15544	4/20/2020	792	PA Twps Health Ins Coop Tru	\$107.79	O
15545	4/20/2020	406052	Pennoni	\$703.94	O
15546	4/20/2020	6074	Robert Pingar	\$500.00	O
15547	4/20/2020	980	USPS- Postmaster	\$1,440.06	O
15548	4/24/2020	406259	Abby Semple	\$1,250.00	O
15549	4/24/2020	222	Brandywine Valley SPCA	\$90.00	O
15550	4/24/2020	613	Caliber Collision - West Chest	\$2,797.38	O
15551	4/24/2020	6958	Capital One Bank	\$81,243.26	O
15552	4/24/2020	406260	Detwiler Roofing	\$74,700.00	O
15553	4/24/2020	1206	Freedom Systems Corporation	\$248.35	O
15554	4/24/2020	48	H. A. Weigand Inc	\$510.00	O
15555	4/24/2020	7213	Paul Johannesen	\$1,225.52	O
15556	4/29/2020	405540	Albert Federico Consulting, LL	\$390.00	O
15557	4/29/2020	5	Brandywine Conservancy - EM	\$13.25	O
15558	4/29/2020	7178	Buckley Brion	\$2,313.00	O
15559	4/29/2020	1201	Charles A. Higgins & Sons, Inc	\$617.50	O
15560	4/29/2020	960	CONTRACTORS CHOICE	\$111.89	O
15561	4/29/2020	406051	Greenleaf Turf Solutions	\$659.37	O
15562	4/29/2020	1123	New Enterprise Stone & Lime	\$300.16	O
15563	4/29/2020	1020	PhoneAmerica Corporation	\$50.00	O
15564	4/29/2020	5738	StrategicLink Consulting, LLC	\$3,000.00	O
15565	4/29/2020	860	TrueNet, Inc	\$132.85	O
15566	4/29/2020	5686	Weaver Mulch, LLC	\$625.00	O
15567	4/29/2020	7	Westtown-East Goshen PD	\$250,032.47	O
Bank Total:				\$836,493.67	
Bank Account: 8 WASTEWATER FUND					
3459	3/30/2020	980	USPS- Postmaster	\$1,614.60	O
3460	4/8/2020	6468	Carroll Engineering Corp	\$5,772.35	O
3461	4/8/2020	58	East Goshen Township	\$965.32	O
3462	4/8/2020	406080	Evoqua Water Technologies L	\$5,075.67	O
3463	4/8/2020	6995	Ferguson Enterprises Inc #501	\$44.69	O
3464	4/8/2020	5666	M&B Environmental, Inc.	\$2,954.70	O
3465	4/8/2020	1196	McGovern, Inc.	\$1,689.60	O
3466	4/8/2020	1164	Univar USA, Inc.	\$5,916.16	O
3467	4/8/2020	967	USABlueBook	\$461.15	O
3468	4/8/2020	5715	Xylem Dewatering Solutions In	\$1,680.00	O

Check Register**Westtown Township**

01-May-20

From: 17-Mar-20 To: 04-May-20

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
3469	4/20/2020	405677	Aqua PA General Accounting	\$75.00	O
			Bank Total:	\$26,249.24	
			Total Of Checks:	\$862,742.91	
