

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Workshop Agenda

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

Monday, November 6, 2023

Start time: 6:00 PM Workshop

- 1. Consider Draft Amendments to Historical Ordinance- 25 minutes**
- 2. Consider Recreation Committee Report and Recommendations – 20 minutes**
- 3. Consider East Side Little League Requests – 20 minutes**
- 4. Consider Proposed 2024-2028 SPCA Contract – 15 minutes**
- 5. Public Comment on Workshop Items* - 10 minutes**

Tonight's Workshop will be viewable on Zoom via the following link:

<https://us02web.zoom.us/j/89939917814><https://us02web.zoom.us/j/89939917814>

Or by phone at: 646-558-8656

**The public comment period at the end of the Workshop will last approximately 10 minutes. The public will be asked to limit their remarks to two minutes each to allow others an opportunity to speak. To the extent that further public comment is required, speakers will be asked to save their remarks until the Public Comment - Non-Agenda Items portion of the Regular Board of Supervisors Meeting.*

Westtown Township Historic Resources Regulation

Westtown Township Board of Supervisors

November 6, 2023

Presented by WT Historical Commission



Westtown Township Historic Resources Regulation

The purpose of the proposed ordinance amendments is to promote the protection and preservation of historical properties in Westtown as recommended in the 2019 Comprehensive Plan.



Westtown Township Historic Resources Regulation

Applicability of Proposed New Regulation

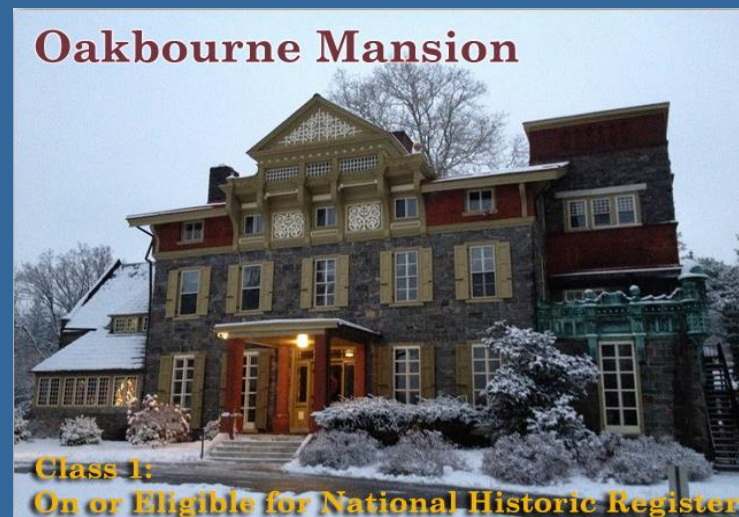
There are 146 historic resources in 5 classes in Westtown, representing about 100 parcels total, out of thousands of tax parcels across the Township.

Therefore the total number of permits that would be subject to these new amendments in any given year would be relatively limited.

Westtown Township Historic Resources Regulation

Proposed regulation contains no new mandates and does not impinge on the property rights of owners of historical resources.

The Historical Commission will now have formal opportunity to review & provide comments or recommendations regarding proposed actions on historic properties.



Westtown Township Historic Resources Regulation

During review, the Historical Commission will be able to provide free, non-binding consulting services to historic property owners with any permit applications, including special exceptions, conditional use or land development on properties with historic resources.

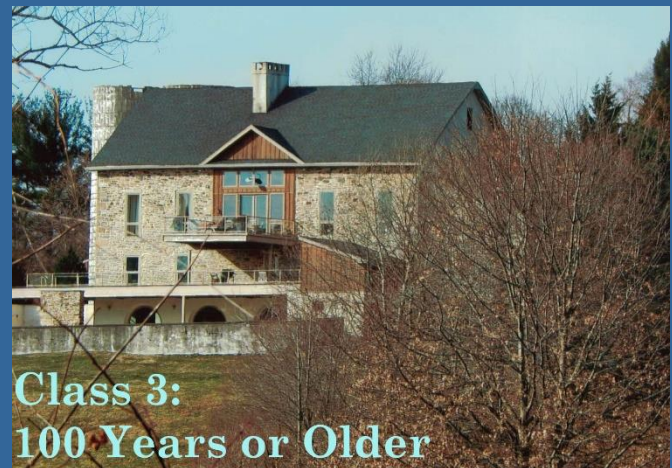


Class 2: Of Local Historic Value

Westtown Township Historic Resources Regulation

Historical Commission comments & recommendations shall be included in meeting minutes and transmitted to the applicant and all relevant parties.

The Historical Commission shall not have any authority over specific approval which shall rest with the appropriate body.



**Class 3:
100 Years or Older**

Westtown Township Historic Resources Regulation

By encouraging continued use of historic properties, the draft amendments discourage abandonment or neglect of historic properties.

Expanded use opportunities for historical properties will be made available.



**Huey House
Class 4: Potential Archeological Site**

Westtown Township Historic Resources Regulation

We recognize that we will need to make owners of historic resources aware of this new ordinance in a special meeting prior to adoption.



**Class 5
Properties with
Historical Element**

Westtown Township Historic Resources Regulation

Board feedback is requested, including whether the draft ordinance should be sent to the Township Solicitor for his review, prior to beginning formal Act 247 Review.



Westtown Township Summary of Draft Provisions for Historic Resources

The following is a summary of new draft provisions in the Westtown Township Zoning Ordinance for historic resource protection. The new provisions are melded into Article XXIV which already establishes the Historical Commission and the Historic Resources Map. There is no new regulation of historical resources other than providing a review and recommendation role for the Historical Commission and providing for optional incentive opportunities for landowners to preserve their properties. The timeline for Historical Commission review is extended to as much as 30 days (or within the standard review time if greater) and does not give any permit approval authority to the Historical Commission. The modest extension of time gives the opportunity for the applicant for potential impacts to historic resources to appear before the Historical Commission and for the Commission to offer advice and recommendations.

§ 170-2400 Purpose.

- The purpose statements are new to Article XXIV, intending to state the desire for a comprehensive zoning framework to promote the preservation of historic resources, consistent with the National Historic Preservation Act, the PA Constitution, and the PA MPC.

§ 170-2401 Westtown Township Historical Commission.

- This section is largely intact from the current Township Zoning Ordinance, presently § 170-2400, subsections A through F. Very minor revisions are incorporated for clarity, particularly in regard to the Historical Commission's review role.

§ 170-2402 Westtown Township Historic Resources Inventory and Map.

- This section is largely intact from the current Township Zoning Ordinance, presently § 170-2400, subsection G. The key change is to add the inventory to the map, as here in the Section title, since the inventory specifically identifies most historic resources, and to delete the provision that the entire property shall be regulated as historic. The current inventory, which is not yet referenced with the Historic Resources Map, specifically identifies historical resources on all but very few historical properties on the Map. The Historical Commission is working to prepare the Inventory for the Township website with no personal information about any property listed.

§ 170-2403 Westtown Township Historic Resource Protection.

- This section is entirely new, focused on the specific roles of review for the Historical Commission, procedures for their implementation, and the creation of incentive provisions to encourage landowners to preserve rather than demolish historic resources. An important aspect of Historical Commission review is the opportunity to educate landowners on the value and integrity of their historic properties.

- § 170-2403.A establishes the “Historic Resources Inventory and Map” as an “overlay historic district.” This is because, under the UCC, time limits for approval of permits can be extended “in historic districts.” Time limits otherwise may also be included in full or partial exception of applicability of UCC standards to historic structures pursuant to PA Code Title 34, Chapter 403, § 403.24.
- § 170-2403.B clarifies which permits or approvals will involve Historical Commission review, including the addition of review of Special Exception or Variance applications before the Zoning Hearing Board, involving historic resources.
- § 170-2403.C establishes special use incentives for historic resources and specifies their approval processes, including:
 - § 170-2403.C (1)(a) expands Major Home Occupation for Historic resources subject to Special Exception approval by the Zoning Hearing Board subject to specific standards.
 - § 170-2403.C (1)(b) makes available other low-impact additional use opportunities on any historic property subject to Conditional Use approval.
 - § 170-2403.C (1)(c) makes available further potential additional use opportunities on historic properties located on arterial or collector streets.
 - § 170-2403.C (2) establishes provisions for relaxation of area and bulk standards for historic properties.
 - § 170-2403.C, subsections (3) and (4) set forth standards and procedures for conditional use or special exception approval, as applicable, and linked to otherwise applicable standards and procedures in the ordinance.
- § 170-2403.D provides that this article preserves and does not repeal any other standards in the ordinance, with the caveat that more restrictive standards in this article, where applicable, shall prevail.
- § 170-2403.E clarifies timing requirements for applications involving Historical Commission review and includes reference to Title 34, Chapter 403 of the PA Code which provides for a building code official to exclude an entire historic building or structure or part of the building or structure from compliance with the Uniform Construction Code, for purposes of extending permit approval timing where necessary.

§ 170-201 **Definitions.**

- The definitions of “Historic Resource(s)” and “Historic Structure” are revised for consistency with draft regulation. In particular, the definition of “Historic Structure” is revised to specify reference to the “Westtown Township Historic Resources Inventory or Map,” and to delete provisions linking the Township inventory to state or federal certification, as no such certification is applicable to Westtown.
- A definition of “Noncontributing Resource” is added, as while existing zoning text already uses the term, it is not presently defined.

Township of Westtown, PA / Part II: General Legislation / Zoning

Note: This text uses “track changes” creating a “red-line” version to show changes from the currently adopted text up through the September, 2023 draft.

**Article XXIV
Historic Preservation**

§ 170-2400 **Purpose.**

It is the intent of this article to:

- A. Create a comprehensive framework for the application of zoning ordinance provisions for the preservation of historic resources in Westtown Township;
- B. Seek to implement the goals of the National Historic Preservation Act of 1966, as amended, the goals of Article I, Section 27, of the Pennsylvania Constitution, and the goals of the Pennsylvania Municipalities Planning Code, as they relate to historic resources in Westtown Township;
- C. Discourage demolition of historic resources; and
- D. Encourage the preservation of the exterior appearance of historic resources and their settings by creating a process by which the Historical Commission is made available for the review of proposed alterations to historic resources or other proposed actions that pose potential impacts on historic resources.

§ 170-2401 Westtown Township Historical Commission

The Westtown Township Historical Commission shall be established and operated in accordance with the following provisions:

- A. Statement of purpose. The mission and purpose of the Historical Commission is to foster a community appreciation and promote the preservation of the rich and varied history of the Township. The mission includes educating residents about lands, buildings, and sites of historic, architectural, archaeological, or cultural significance and the people who worked, farmed, and lived here.
- B. Establishment and membership. There is hereby established a Historical Commission to be known as the "Westtown Township Historical Commission," which shall consist of seven members who shall all be residents of the Township and who shall be appointed by the Board of Supervisors. The membership of the Commission shall include individuals who have an interest or expertise in history, archaeology or historic preservation. Members shall serve without pay, but shall be reimbursed for any personal expenditure in the conduct of Commission business when pre-authorized by the Board of Supervisors.
- C. Membership terms. Each Commission member shall serve for a term of three years which shall be so fixed that no more than two terms shall expire each year. The Commission shall notify the Board of Supervisors of any vacancies in the Commission. Appointments to fill vacancies for the unexpired terms shall be only for the unexpired portion of the term. Members shall serve at the discretion of the

Board of Supervisors and may be removed by the Board at any time without cause.

- D. Organization. The Commission shall annually elect from its own membership a Chair, who shall direct the activities of the Commission, and such other officers as may be required for the conduct of its business. A quorum shall be not less than a majority of the current membership. The Commission may make, alter, and rescind rules and forms for its procedures consistent with the ordinances of the Township and laws and regulations of the Commonwealth. The Commission shall keep full public records of its business and shall submit a report of its activities to the Board of Supervisors annually or as otherwise determined necessary by the Board.
- E. Expenditures for services. Within the limits of funds appropriated by the Board of Supervisors, the Commission may make recommendations on contracting services necessary for its operations.
- F. Functions and duties. In accordance with the foregoing statement of purpose, the Commission's primary purpose shall be to advise the Board of Supervisors, the Planning Commission and the Zoning Hearing Board of the Township on matters pertaining to the historic resources of the Township, including the following responsibilities, subject to the prior approval of the Board of Supervisors:
- (1) Gather documentary evidence, illustrations, photographs, and other appropriate materials to establish historic sites worthy of listing in an Historic Resources Map of the Township, and to maintain a system for the continued survey and inventory of historic buildings, sites, structures, and objects in the Township.
 - (2) Conduct research on and nominate significant resources to the State and National Registers of Historic Places and any other appropriate lists or programs.
 - (3) Review and advise the Township ~~Manager-Zoning~~ and Building Code Officers, the Planning Commission, Zoning Hearing Board, and Board of Supervisors, as applicable, on the issuance of any permits, and approval of any special exception, variance, or conditional use applications, and any subdivision or land development applications which would affect historic resources, pursuant to the provisions herein. ~~If a permit application is submitted for the demolition and/or exterior alteration of any historic resource identified on the Historic Resources Map, the permit shall be held for a period not to exceed 30 days to afford the Historical Commission the opportunity to work with the property owner to document the property prior to work commencing. If the property owner declines to allow for documentation within the 30 days, it shall not serve as a means to deny the permit application.~~
 - ~~(4) Review and comment on subdivision or land development applications which contain historic resources, or are within 300 feet of an historic resource, in accordance with the requirements and procedures of the Township.~~
 - ~~(45)~~ Make recommendations to the Board of Supervisors concerning revisions, updates, or corrections to the Historic Resources Map as outlined in § 170-

2402.

- (56) Maintain an updated inventory which clearly identifies buildings, sites, structures, ~~objects~~, and districts and their respective classifications on the Historic Resources Map as outlined in § 170-2402.
- (67) Develop programs to inform and educate residents about the history of the Township, its historic sites and historic personages.
- (78) Consider, promote and apply for grants, financial assistance, and technical help from other agencies and organizations for the preservation of historical sites; and report all related actions to the Board of Supervisors.
- (89) Prepare and submit a yearly budget by August 31 to the Board of Supervisors for sums deemed necessary to carry out the objectives of the Commission.
- (94) Assist individual property owners with voluntary decisions pertaining to historic resources in terms of their use, maintenance, or enjoyment by other Township residents.
- (104) Identify resources suffering from neglect and confer and advise with property owners to voluntarily alleviate and correct neglect situations.
- ~~(12) Advise appropriate Township officials on all requests for special exceptions, conditional uses or variances affecting historic resources.~~
- (113) Perform any other activities relating to its mission as might be requested by the Board of Supervisors.
- (124) Work with other municipalities in the promotion of historic resources having an extra municipal dimension.
- (135) Present to the Board of Supervisors recommendations for ordinances and proposed steps to preserve, protect, and restore all historic areas, historic buildings, historic landmarks, or other historic resources within the Township.

Commented [JS1]: An object is either not a structure or is something placed on the property in a non-fixed location, as large as an historic train engine or car and as small as a mounting stone.

§ 170-2402 Westtown Township Historic Resources Inventory and Map

~~C. Historic Resources Map.~~ The Historical Commission shall maintain the Township Historic Resources Inventory and Map, including the respective classifications of the historic resources.

A. The Historical Commission shall specify the resources located upon each property to which the regulation herein applies, noting contributing and noncontributing resources, particularly in terms of structures. Such regulation applicable to structures shall not apply to those structures designated to be noncontributing resources. Where not otherwise specified on the Historic Resources Map, the entire property shall be regulated as an historic resource.

B. Identified historic resources. Historic resources are considered to be any building, site, structure, object or district that has been:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing

on the National Register;

- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places under a Commonwealth of Pennsylvania historic preservation program which has been approved by the Secretary of the Interior; or

(4) ~~Individually listed on a~~Specifically identified on the Township Historic Resources Inventory or Map of historic places under a historic preservation program that has been certified either:

~~(a) By an approved state program as determined by the Secretary of the Interior; or~~

~~(b) Directly by the Secretary of the Interior in states without approved programs.~~

C. Revisions, updates, or corrections to the Historic Resources Inventory and Map.

(1) Any ~~building, structure, site or object ("resource")~~Historic Resource may be proposed for addition to or removal from the Historic Resources Inventory and Map or for change in resource classification by:

- (a) The owner of such resource;
- (b) The Historical Commission;
- (c) The Board of Supervisors; or
- (d) Notice from the designating organization (Pennsylvania Historical and Museum Commission or National Register) that the historic resource has been added to its Historical Resources Inventory or no longer meets the criteria upon which its classification has been based.

(2) All proposals for addition to or removal from the Historic Resources Inventory and Map or change in resource classification shall be referred to the Historical Commission. The Historical Commission shall hold a public meeting for which advanced written notice must be provided to the owner(s) of the resource affected. The Historical Commission shall consider public comment and/or documentary evidence regarding the proposal at the public meeting.

(3) The Historical Commission shall present a written report to the Board of Supervisors within 30 days of the close of public comment at the final public meeting on the proposed revision, update, ~~or~~ correction, or change in resource classification, stating its recommendation and grounds therefor.

(4) After receiving and considering the recommendations of the Historical Commission, the Board of Supervisors may adopt a resolution to add or delete resources to or from the Historic Resources Inventory and Map or otherwise correct an entry thereupon or change a resource classification. Written notice of the proposed action of the Board of Supervisors shall be

given to the resource owner.

§ 170-2403 Westtown Township Historic Resource Protection

- A. Overlay historic district. The Historic Resources Inventory and Map shall be deemed an overlay historic district on any zoning district now or hereafter enacted to regulate the use of land in Westtown Township.
- (1) For any specifically identified resource on the Historic Resources Inventory and Map, the requirements and opportunities contained in this article shall, where applicable:
 - (a) Apply in addition to the applicable requirements of the underlying zoning district; and
 - (b) Supersede the otherwise applicable requirements of the underlying zoning district only where those requirements are inconsistent with the requirements contained in this article.
 - (2) Should the Historic Resources Inventory and Map be altered or reduced in scope as a result of legislative or administrative action or judicial decision, the zoning requirements and other regulatory measures applicable to the property in question shall be those of the underlying zoning district without consideration of this article, to the extent applicable due to alteration or reduction.
- B. Process for Review by Historical Commission.
- (1) The Historical Commission shall be given adequate opportunity to review and provide comments and/or recommendations to the Zoning Officer, Planning Commission, Zoning Hearing Board, or Board of Supervisors as appropriate regarding any of the following actions prior to issuance of any applicable permits during the time frame otherwise established for such action, unless extended pursuant to paragraph E below.
 - (a) Building permit for any new principal structure on any property indicated on the Historic Resources Map, in any category, or for any addition or exterior renovation, where building permit is required, to any principal or accessory structure specifically identified in the Historic Resources Inventory, not otherwise subject to subsection § 170-2403.C below;
 - (b) Any Demolition Permit or other Zoning permit application where such application is required relevant to any principal or accessory structure specifically identified in the Historic Resources Inventory, not otherwise subject to subsection § 170-2403.C below;
 - (c) Conditional Use application for any proposed use on any property indicated on the Historic Resources Map, in any category, not otherwise subject to subsection § 170-2403.C below;

Commented [JS2]: Time limits for approval of permits can be extended "in historic districts." Thus here, we are establishing the inventory and map as an "Overlay Historic District." Time limits otherwise may be included in full or partial exception of applicability of UCC standards to historic structures pursuant to PA Code Title 34, Chapter 403, § 403.24. See also text at end of this draft (Subsection 170-2403.E).

- (d) Special Exception or Variance application for any proposed use on any property indicated on the Historic Resources Map, in any category, not otherwise subject to subsection § 170-2403.C below;
- (e) Subdivision or land development application for any property indicated on the Historic Resources Map, in any category, or any other property within 300 feet of any principal or accessory structure specifically identified in the Historic Resources Inventory;
- (2) Where practicable, Applicants for any action or permit affecting an historic resource, as provided in this section § 170-2403.B, shall provide and review plans with the Historical Commission prior to formal submittal of an application.
- (3) Review of any application before the Historical Commission, and issuance of recommendations, shall occur at the next scheduled meeting of the Historical Commission or within the 30 days after a formal submission to the Township of any pertinent application is deemed complete.
- (4) Comments and recommendations shall be included in the minutes of the Historical Commission meeting and transmitted to the applicant and all relevant parties.

C. Special Provisions for Historic Resources.

(1) Additional Use Opportunities

Subject to obtaining conditional use approval from the Board of Supervisors pursuant to § 170-2009 of this Ordinance, or §170-1605 where approved as a Special Exception or Variance by the Zoning Hearing Board, as applicable, as well as the requirements and procedures set forth in this Article for any approval in regard to historic resources, additional use opportunities may be permitted on properties depicted on the Historic Resources Map. The following use opportunities may be available as a principal or accessory use in addition to, or in place of, any current use of the property or use permitted in the underlying zoning district. Where such uses are already permitted by-right or by special exception in the underlying district, they shall not be subject to the provisions of this Section, but shall meet all other applicable requirements of this Article and Chapter. However, if the use is proposed in addition to a principal use already on the property (i.e., a second principal use), or is otherwise not permitted in the base zoning district, such use shall be subject to the provisions of this Section. All uses permitted hereunder also shall be dependent upon demonstration of adequate sewage or septic disposal.

(a) Major home Occupations:

- (1) Any major home occupation may be permitted in accordance to §170-1605 where approved as a Special Exception by the Zoning Hearing Board but including, subject to the provisions of this

Section, location of the major home occupation in an accessory structure where located on any property included in the Historic Resources Inventory or Map.

(2) Where located on properties included in the Historic Resources Inventory or Map, and where located on an arterial or collector street, the following shall be permitted for major home occupations subject to Special Exception approval, with all other provisions of §170-1605 complied with:

- i. Location in an accessory or additional new structure;
- ii. Additional square footage up to a maximum of 1,500 square feet;
- iii. Additional parking spaces up to a maximum of four (4);
- iv. Additional non-resident employees up to a maximum of six (6)
- v. The major home occupation shall not contribute more than 50% additional vehicle trips per day, as defined by the standards outlined in the Institute of Transportation Engineers "Trip Generation-An Informational Report,"

(b) Additional Use Opportunities available on any property included in the Historic Resources Inventory or Map:

- (1) Artist studio, gallery, or craft workshop.
- (2) Gift or antique shop.
- (3) Custom shop for making articles or products sold on the premises.
- (4) Accessory Dwelling/Residential Conversion or the conversion of an historical nonresidential structure to residential use, including multi-family residential.
- (5) Museum.
- (6) Customary uses accessory to any permitted principal use.

(c) Additional Use Opportunities available on properties included in the Historic Resources Inventory or Map, and where located on an arterial or collector street:

- (1) Bed-and-breakfast facilities in structures specifically identified in the Historic Resources Inventory or located on properties depicted on the Historic Resources Map, and in accordance with the provisions of §170-1617, except for the following, where approved as a conditional use:

- i. A bed-and-breakfast facility may be permitted as a principal or accessory use, regardless of lot size. The principal use of the property shall not be required to be that of a single-family residential dwelling where the conditional use standards herein are met.
- ii. No more than eight guest rooms may be offered on any individual property.
- iii. The bed-and-breakfast facility may have employees as needed who are not residents of the property. The owner need not be a resident of the property.

- (2) Commercial child or adult day care center
- (3) Business, administrative, or professional office employing not more than six (6) non-resident employees.
- (4) Conference and meeting facilities and special event venues
- (5) Restaurant, excluding drive-through service.
- (6) General retail sales of merchandise not principally made or produced on the subject property, and not including convenience store or sale of fuels.
- (7) Personal service shop including beauty salon, barber, tailor, dressmaker, or similar shop, but excluding dry cleaning or laundromat.
- (8) Repair services, excluding automobile, truck, motorcycle or lawnmower repair.
- (9) Customary uses accessory to any permitted principal use.

(2) Modification to Area and Bulk Regulations

The Board of Supervisors, through the granting of a conditional use, may approve requested modifications to applicable lot area, lot width, or yard requirements or any other applicable area and bulk requirements or design standards otherwise applicable in the underlying zoning district for plans affecting properties depicted on the Historic Resources Map or structures specifically identified in the Historic Resources Inventory, in accordance with § 170-2009 and requirements and procedures for conditional use approval of this Section. In all cases, such modifications may be permitted to reduce otherwise applicable requirements to the minimum degree necessary to accommodate proposed plans, and to allow for the preservation and rehabilitation and/or reuse of historic resource(s). For residential lots, where specifically identified historic structures exist on a site that is to be subdivided or developed, there shall be included a lot area of sufficient size to preserve

those portions and features of the historic structure(s) which are historically and architecturally significant.

(3) Requirements for Conditional Use or Zoning Hearing Board Approval

In addition to the Conditional Use and Zoning Hearing Board standards and provisions set forth in this Section and in § 170-2009 or Article XXI, as applicable, the following requirements shall apply where additional use opportunities or modification to applicable area and bulk regulations are applied for pursuant to this § 170-2403.C, and shall apply to review of any other Conditional Use, Special Exception or Variance application involving any proposed use or historical structure on any property indicated on the Historic Resources Inventory or Map, in any category:

- (a) Any modification shall have the effect of encouraging the continued protection or reuse of the historic resource.
- (b) The approval of the Conditional Use, Variance or Special Exception shall be deemed by the Board of Supervisors or the Zoning Hearing Board, as applicable, to be necessary to the preservation of the historic resource(s).
- (c) Where plans involving historic resources under this Section result in all or portions of any such resource remaining unoccupied, the Township may require that such unoccupied resource shall be tightly sealed and barred off in a manner not jeopardizing historical integrity, and the utilities turned off for safety.
- (d) In granting Conditional Use, Variance or Special Exception approval in accordance with this Section, the Board of Supervisors or Zoning Hearing Board, as applicable, shall be satisfied that adequate water supply and sewage disposal can be provided for all permitted uses.
- (e) In granting a Conditional Use, Variance or Special Exception approval in accordance with this Section, the Board of Supervisors or Zoning Hearing Board, as applicable, may require as a condition of approval the establishment of a façade easement, conservation easements, or other means to guarantee permanent protection of the historical integrity of the subject resources.
- (f) Except where clearly detrimental to the historical integrity and where public health, safety, and welfare are otherwise adequately provided for, all other applicable standards contained in this Ordinance shall be complied with, including, but not limited to, requirements for buffering, lighting, storage, loading, parking, and signage.

(4) Application Procedures for Conditional Use, Variance or Special Exception approval regarding Historic Resources.

(a) An applicant seeking Conditional Use, Variance or Special Exception approval regarding any historical structure or located on any property depicted on the Historic Resources Inventory or Map, in any category, shall submit the appropriate application to the Township under § 170-2009 or Article XXI, as applicable. The application shall include, in addition to that which is otherwise required, where determined relevant by the Township, the following:

- 1 Classification and general description and historical or archeological significance of any resource(s) on the Historic Resources Inventory and Map, including any principal or accessory structure specifically identified in the Historic Resources Inventory proposed for modification or demolition;
- 2 A detailed description and depiction of any proposed new use(s);
- 3 A detailed description of any proposed modifications to the otherwise applicable area and bulk regulations;
- 4 Plans involving any rehabilitation, alteration, or enlargement of a Historic Resource proposed as part of the Conditional Use, Variance or Special Exception application shall be in sufficient detail to allow the determination of their level of compliance, as guidelines with the Secretary of the Interior's Standards for Rehabilitation.

(b) Upon receipt of an application determined to be complete by the Township Zoning Officer and in accordance with the review procedures set forth in § 170-2009, the complete application also shall be forwarded to the Historical Commission. Upon receipt of a complete application, the Historical Commission shall, at a regular or special meeting, review the application for Conditional Use, Variance or Special Exception approval prior to any required public hearing scheduled by the Board of Supervisors or Zoning Hearing Board. The applicant will be notified of such meetings at least ten (10) days prior to the scheduled dates and shall have the opportunity to present reasons for filing the application. In reviewing the application the Historical Commission shall consider:

- (1) The degree to which the requirements for Conditional Use, Variance or Special Exception approval set forth in this Chapter have been met.
- (2) The degree to which the guidelines set forth in the Secretary of the Interior's Standards for Rehabilitation have been complied with where applicable.

- (3) Potential need for archaeological survey(s), where the application involves demolition of historic resources and/or physical changes to the surrounding landscape context.
- (4) Potential public interpretive value of the property and its resources and recommendations as to inclusion of appropriate interpretive signage once changes are completed.
- (5) Recommendations, if any, of the Historical Commission shall be in a written report to the Board of Supervisors or Zoning Hearing Board, as applicable, and shall include any suggestions for specific changes to proposed plans or specific conditions of approval. If no recommendation is submitted to the Board of Supervisors or Zoning Hearing Board by the date of the public hearing to consider the application, then it shall be considered that the Historical Commission recommends the approval of the application.

(c) The Board of Supervisors shall act on any Condition Use application in accordance with the provision of § 170-2009, and the Zoning Hearing Board shall act in accordance with the provisions of Article XXI. Either Board, as applicable, may require as condition(s) of approval, where deemed appropriate by the respective Board, any recommendation(s) conveyed by the Historical Commission and, in addition, that the Historical Commission be given the opportunity to record (photography, video) the exterior of any historic resources, including the historical landscape setting, prior to approved changes commencing.

D. Preservation of other restrictions. It is not intended by this article to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article imposes more stringent restrictions, the provisions of this article shall prevail.

E. Timing requirements for issuance of permits and other approvals. The applicable time periods for issuance of a building permit or demolition permit, or for conducting a public hearing and reaching a decision on a conditional use, special exception, or variance application, may be altered from the otherwise stipulated time requirements of this chapter pursuant to Title 34, Chapter 403 of the PA Code § 403.24 and UCC § 7210.502 and § 7210.902, and in accordance with the following:

- (1) The Zoning Officer shall not be required to issue a building permit or demolition permit for any property on the Historic Resources Inventory and Map until all other applicable approvals required by this article have been obtained and appropriate documentation presented.

(2) An applicant for conditional use approval from the Board of Supervisors or for a special exception or variance from the Zoning Hearing Board may, as part of the application submission or as part of the hearing record, waive or extend the time periods for a hearing and/or decision that are otherwise applicable under the terms of this chapter and the Pennsylvania Municipalities Planning Code.

Note: Revise pertinent definitions as noted below in "track changes:"

HISTORIC RESOURCE(S)

Within the context of this chapter, all buildings, sites, structures, objects and districts identified on the Westtown Township Historic Resources Inventory or Map, or where otherwise consistent with § 170-2402.B.

HISTORIC STRUCTURE

Any structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places under a Commonwealth of Pennsylvania historic preservation program which has been approved by the Secretary of the Interior; or
- ~~D. Specifically identified on the Westtown Township Historic Resources Inventory or Map. Individually listed on a Township inventory of historic places under a historic preservation program that has been certified either:

 - ~~(1) By an approved state program as determined by the Secretary of the Interior;~~
 - ~~or~~
 - ~~(2) Directly by the Secretary of the Interior in states without approved programs.~~~~

Note: Add new definition:

NONCONTRIBUTING RESOURCE

A non-contributing resource is a building, site, structure or object, located on a property identified on the Westtown Township Historic Resources Inventory or Map, that was built or placed on the property outside of the period of historical significance for the property's historic resource classification, or that has been significantly altered such that it no longer retains original historical integrity. (source: adapted from PHMC text to fit Westtown context.)

MEMO

Date: November 1, 2023

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consider Expansion of Park Use and Recreation Programming and Hiring of New Recreation Coordinator

On September 18, the Board directed Township staff to work with Tom Foster to develop a series of recommendations on the following three topics:

- How can the Township make our park facilities more available to the public?
- How can the Township expand its recreation programming?
- What should be the job duties of the new proposed Recreation Coordinator?

This memo provides recommendations for all three topics.

1) How can the Township make our park facilities more available to the public?

We recommend the Board consider the following changes to encourage greater public use of our Park system:

- Not require certificates of insurance for individuals to pull use permits for either the pavilion or the multi-purpose field
 - “Organizations”, including sports leagues, would still be required to provide a Col
- Waive the rental fees for the pavilion and the multi-sports field permits Monday-Thursday for individuals (as opposed to organizations)
 - The existing permit fees would still apply for individuals, or \$50 (resident)/\$75 (non-resident) for the pavilion and \$100 for the multi-sports field on Friday-Sunday
- Invest in technology upgrades at the Township building that would allow the breezeway doors to the Stokes Assembly Hall to be programmable, so that a staff member does not need to be present to open and close the building when civic groups want to use the meeting room during non-working hours.
 - We have a price quote of \$6,492 for this upgrade, including an ongoing maintenance fee of \$479 per year.
 - The FOB system would secure still secure the other portion of the building.
- Amend the ordinance to clarify that permits are only required for groups of 15 or more.
 - Currently, our ordinance requires park permits for groups of 10+; whereas the park signage states that permits are required for groups of 15+.

- As a practical matter, this change will have very little practical impact.
- Upon completion of improvements to the Athletic Core, staff will monitor the use of the courts to ensure that facilities are being used fairly and efficiently. To the extent that problems are identified (e.g. some parties “hogging” the courts), we can investigate solutions, including an on-line reservation system, but most Townships report that court users do a good job of self-regulating court use, without the need for staff involvement.

2) How can the Township expand its recreation programming?

Pam has developed the attached simple survey to gauge resident demand for expansion of the Township’s recreation programming.

- It is our intent to send this survey out to residents in November.
- The survey is intentionally very simple and the results will help inform our decision about who might be a good candidate to fill the new Recreation Coordinator position.
- The results of this survey may help inform a future, more detailed survey to drill down on some of the more popular ideas.

3) What should be the job duties of the new proposed Recreation Coordinator?

- I have attached a draft job description based on feedback from Tom and Pam
- Begin advertising the position in late Quarter 1, 2024 as part of the spring *Gazette*, which will hit mailboxes in late March.

DRAFT Recreation Programming Survey

1. Are you a Township resident? Y/N
2. How many times a month do you visit Oakbourne Park?
 - None
 - 1-5 times
 - 6-10 times
 - 11-20 times
 - 21+ times
3. Please write the number of people in each age group living in your household:
 - 5 & under
 - 6-10
 - 11-14
 - 15-18
 - 19-24
 - 25-34
 - 35-44
 - 45-54
 - 55-64
 - 65+
4. What types of recreation programs would you and members of your household be most likely to participate in? *(Please order the following program types from 1 – 6, with #1 being the type of program you would most likely participate in.)*
 - Youth sports (tennis, pickleball, basketball, soccer, baseball)
 - Adult sports (tennis, pickleball, basketball, soccer, baseball)
 - Social activities (bus trips, card games, book club, etc.)
 - Adult recreation (yoga, zumba, dancing, bird watching, etc.)
 - Educational programs (lectures, technology, how-to, etc.)
 - Youth after school or summer camp
5. How would you prefer to receive information regarding the Township's recreation programs? *(order 1-4, with #1 being your most preferred method of communication)*
 - Email
 - Direct mailing
 - Social media
 - Township website

**WESTTOWN TOWNSHIP
JOB DESCRIPTION**

TITLE: RECREATION COORDINATOR (Full-Time)

DEPARTMENT: PARKS

LOCATION: ADMINISTRATION BUILDING

FLSA STATUS: NON-EXEMPT

SUPERVISOR: PARKS COORDINATOR/EXECUTIVE SECRETARY

GENERAL DUTIES

In the most general sense, the Recreation Coordinator is responsible for further developing and nurturing a sense of community within Westtown Township. On a day-to-day basis, the position is responsible for recreation programming, event planning and management, and use of the Township's athletic facilities. The position also provides redundancy to the Parks Coordinator/Executive Secretary for management and use of Oakbourne Mansion and adjacent facilities, such as the pavilion and the multi-purpose field, as well as Township communications, including social media, and coordination with the Parks and Recreation Committee. As a general office employee, the position will also provide back-up administrative support for general office functions on an as-needed basis.

RESPONSIBILITIES

Under the direction of the Parks Coordinator/Executive Secretary and the Parks and Recreation Commission, this position performs the following responsibilities:

- Proposes, develops and implements Township recreation programming, based on resident demand, including activities and events geared towards residents of all ages;
- Serves as the Township's primary point of contact for third party program providers;
- As necessary, coordinates volunteers and/or hires and supervises limited seasonal employees to assist with recreation programming;
- Plans and coordinates annual Township events, including but not limited, to Westtown Day, the Egg Hike, Holiday Home Decoration Contest, Movies in the Park, Summer Concerts, etc.;
- Coordinates baseball and soccer field leases with sports leagues;
- Uses social media and other communications tools, including the Westtown Gazette and the Listserv, to market Township recreation programming and events, and general information about the Township's park and open space system;

**WESTTOWN TOWNSHIP
JOB DESCRIPTION**

- As appropriate, monitors athletic facility use to ensure that facilities are being used fairly as efficiently, and as necessary recommends and implements solutions to ensure their orderly use;
- Recommends changes to park policies and the Township's park ordinance (Chapter 113), as needed;
- Serves as back-up to Park Coordinator for duties in and around Oakbourne Mansion, including mansion rental for weddings and other special events, pavilion, fire circle and multi-purpose field rental, and general park maintenance issues;
- Along with the Parks Coordinator, serves as co-liaison to the Parks and Recreation Commission and attends all Commission meetings;
- Provides general administration support to the Township office in a limited/back-up capacity, as needed. Duties may include answering phones, basic constituent services, meeting packet preparation, website updates, etc.

Qualifications:

- Bachelor's degree
- 1+ years relevant work experience in parks and/or recreation management
- Successful passage of FBI background check, with fingerprints; Pennsylvania State Police Criminal Record Check; and ChildLine Child Abuse History Clearance are all required as a condition of employment
- Proficiency in Microsoft Office applications, including Word and Excel
- Proficiency with standard social media platforms, including Facebook, Instagram, NextDoor and X/Twitter
- Ability to develop marketing materials, including basic graphic design and copywriting skills
- The ability to work independently and in a team environment
- Excellent organizational and interpersonal skills
- Superior written and verbal communications skills
- Ability to maintain composure and a positive demeanor, even when dealing with difficult circumstances
- Valid driver's license
- Willingness and ability to work some evenings and weekends

MEMO

Date: September 28, 2023

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Workshop Discussion with ESLL

Matt DiGuilio and John Timko have asked to speak with the Board in Workshop regarding a number of issues, including:

- A path forward on the use of the Rustin Walk field
 - On a related note, I have attached correspondence from the Rustin Walk HOA on this issue, received on September 25. I have invited representatives from the HOA to attend the Workshop as well.
- Cost sharing for a replacement shed at Oakbourne Park
 - As background, the old shed where ESLL stored its equipment and supplies had to be relocated as part of the construction activities. Unfortunately, the shed was at the end of its useful life and could not be salvaged. I suggested that the cost of a replacement shed be shared 50/50 between ESLL and the Township, given that ESLL would have had to replace the old shed within the next couple of years anyway.
- Field maintenance for the two fields in order to make them playable for spring 2024.
 - Unlike WCASC, ESLL has not been maintaining the fields during the ongoing construction.
 - The lease agreement does require ESLL to maintain the fields, although the lease did not anticipate the current construction project. The Township is not collecting rent for 2023, or \$3,000 annually.
 - I have attached a picture of the Major (larger) field taken a few weeks ago (see next page).
 - ESLL has asked for the Township to waive the rental fees for 2024, which they expect will represent about 50% of the cost of the landscaping to make the fields playable for the spring season.



Counter-Proposal from Rustin Walk HOA, September 25, 2023

Hi Jon:

The Board appreciates your patience as we maneuver through this issue. As we advised you in August, the Board recently engaged outside counsel to assist us through this issue. Having now preliminarily discussed this issue with our counsel and a few other Association members, the Board offers the following response to the proposed terms of tri-party agreement between the East Side Little League, the Township and the Rustin Walk Community Association:

1. The term of any such agreement needs to be much shorter than 20 years.
2. Based on the Board's concerns (discussed below) about needing a right to terminate any such agreement for convenience should the practicalities of the agreement not play out as envisioned, we also request the use of a limited license agreement, as opposed to a lease or easement agreement. In addition, the agreement cannot allow for any assignment of the rights and benefits to any other party, and the agreement cannot be amended or modified without all three parties executing a written amendment.
3. With respect to parking on Preserve Lane, the Board is not yet sure if it would prefer "No Parking" signs on the entry portions of Preserve Lane so it reserves its right to request same prior to any execution of an agreement.
4. In an effort to help the ESSL and the Township create a draft of such an agreement, the Board offers some red-lined comments below. However, by doing so, the Board is in no way promising that it will agree to any of the proposed terms and conditions (or bullet points) until it, and its counsel, have completed the formal review process of the draft. In addition, the Board also would like to highlight that the Board is required by the Association's regulations to present any agreement that is tentatively reached between the three parties to the Association's unit owners for input and a formal vote for approval. The Board provides this caution because we want to engage in good faith on this issue, but we want to make clear this potential roadblock.
5. Another potential roadblock is as follows: Given the significance of this agreement, the Association will need to keep its legal counsel involved in this process until a resolution is reached (if any). This generally poses a financial challenge to the Association especially for 2023 which already has a set budget. As such, the Association can say definitively that it does not have sufficient funds in its 2023 budget to afford the necessary legal counsel to complete an agreement in 2023. The Association will be attempting to increase its budget for 2024 so that it can have adequate funding available for the necessary legal fees for resolution of this issue, however its annual budget is subject to Association approval, so the Board cannot guarantee now that it will have the adequate funds in 2024.

Conditions for ESSL:

1. The ~~intended~~ use of the fields would be as back-up fields for levels below "Juniors" (i.e. ages 12 and under). The fields would not be used for inter-league divisional games (i.e. All Star games) or any playoff or other similar high profile games related to Districts, Regionals or other paths to the Little League World Series.

Counter-Proposal from Rustin Walk HOA, September 25, 2023

2. ESLL shall take reasonable measures to advise parents ~~and~~ visitors not to park on Preserve Lane, including in their beginning of the season communications both from ESSL and the head coach of each team that will use the fields, by placing signage that is readable from Shiloh Road, and throughout the season to the extent necessary. The ESSL shall indicate in such communications that parking is allowed in the parking lot adjacent to the fields and any overflow parking shall be in the high school parking lots. In addition, the ~~and that~~ ESLL shall annually designate a representative to identify and address concerns about parking with the HOA.
3. The ~~agreement~~ lease would clarify that ESLL would assume responsibility for all mowing and lawn maintenance of both the field and the Association's ~~eased~~ property surrounding the field that is included in the agreement. This obligation is ongoing throughout the term of the agreement and not dependent on the baseball seasons. To the extent not maintained by the Township, the ESSL will also be responsible for maintaining (including cutting back of brush) the areas alongside the portions of the walking path that surrounds the fields.
4. The ESSL will provide an adequate number of on-site bathrooms (e.g. All-port-a-potties) and shall have fencing around them. The bathrooms will be installed and maintained at ESLL's expense and be cleaned ~~and~~ pumped out at least weekly while the league is in session. When the league is not in session, the bathrooms shall be removed.
5. ESLL shall also be responsible for ensuring that the entire site (fields, parking lot and surrounding Association property) is tidy at all times and all trash is placed in ESSL provided trash bins daily and removed weekly (or more frequently if needed) ~~at~~ while the league is in session. When the league is not in session, the trash bins shall be removed.
6. No electrification, including ~~any~~ lighting, public address systems or electronic score boards, ~~will~~ be permitted. To the extent that a score board is installed it shall allow for "hanging numbers" and shall not be visible from Shiloh Road. Further, there shall be no solar or battery-powered outdoor lighting.
7. On-site storage shall be limited to materials and equipment necessary to line and maintain the field. Mowers, tractors, heavy equipment or any other materials or equipment not regularly and customarily used to maintain the fields, would not be stored on-site. The storage facility shall be of such color and material as to blend in with the aesthetics of Rustin Walk and shall be secured by locks at all times.
8. There shall be no concession stand.
9. Westtown Township and Rustin Walk HOA would be named as additional insureds on all of ESLL's insurance policies and the ESSL's insurance shall cover the Association's property and be primary while the league is in session. At a minimum, ESSL's insurance shall include the following.....
10. ESLL shall coordinate with WCASD to avoid scheduling games and practices that correspond with major events at Rustin HS, including football games, graduations, and any other events that will need utilization of the parking lots.etc.
11. ESLL shall be responsible for acquiring ~~pull~~ all appropriate ~~building~~ permits, as necessary.

Counter-Proposal from Rustin Walk HOA, September 25, 2023

12. ESSL will indemnify, defend and hold harmless the Rustin Walk HOA from any and all third-party claims related to the Association's property and the other portions of the Site.

13. The ESSL will provide "Private Property – No Trespassing" signs at selected portions of the Site to indicate where the public is not allowed to congregate and demarcate where the Site ends and the private property (the Association's property) begins.

Conditions for Westtown Township

· The Township agrees to cut back vegetation encroaching onto the walking trail from the edge of either side of the trail once per year. (i.e.g. Paragraph 2 from the draft 2021 Trail Maintenance Agreement)

· The Township agrees to enforce, or otherwise be responsible for, the obligations of the ESSL under the agreement (including indemnity) to the extent that the ESSL fails to perform its obligations. The Township shall have five (5) business days to rectify such failures of the ESSL or the Township upon written notice thereof.

· The Township agrees to periodically inspect the Site throughout the baseball season to ensure that the requirements of the agreement are being met including enforcement of all speeding limits on Preserve Lane.

Conditions for Rustin Walk HOA

· The ~~Association HOA~~ shall grant a limited license ~~an access easement~~ to the Township for use of the Association's property that is area around the field (i.e. the orange area in the map) which use shall be limited to the terms and conditions of the agreement.

· The ~~Association HOA~~ shall ~~at all other times of the year~~ be responsible for vegetation clearing along the trail only during the time period when the baseball seasons are not in session and subject to the requirements of any maintenance agreement entered into between the Township and the Association.

· The ~~Association HOA~~ shall indemnify and hold harmless the Township for any losses or injuries related to the Association's failure to perform the vegetation clearing stated above subject to the terms and conditions of any maintenance agreement entered into between the Township and the Association.

· The ~~Association HOA~~ shall indemnify and hold harmless the ESSL with respect to any third-party claims that arise from the for use and/or lack of maintenance of the limited license access easement area of Association's property which occur when the ESSL's activities are not in session provided that the such area was left in a safe condition after such activities ended including the mowing of the lawn and the removal of all debris.

· The Association shall have the unilateral right to terminate the agreement upon thirty (30) days written notice should either or both of the other parties breach their obligations under the agreement,

Counter-Proposal from Rustin Walk HOA, September 25, 2023

or if the Association determines that the parking, or vehicular or pedestrian traffic, in the Rustin Walk community during the ESSL's activities have created an unsafe environment or caused a nuisance to the Community. The ESSL and/or the Township shall have ten (14) days to cure such issues following notice thereof. Should such issues not be cured within such time period, the Association shall have the right to effectuate the termination of the agreement as provided above.

. Upon written request of the Association, all parties agree to meet after the completion of each baseball season (Spring and Fall) to discuss possible changes needed to the agreement to address concerns of the Association.

MEMO

Date: November 1, 2023
To: Board of Supervisors
From: Jon Altshul, Township Manager
Re: Consider Proposed 2024-2028 SPCA Contract

Subsequent to our September 18 Workshop discussion on the renewal of the SPCA contract, three members of the Executive Committee of the Chester County Managers Consortium met with SPCA leadership to discuss the contract renewal. The CEO of the SPCA explained that the SPCA is subsidizing the cost of the animal welfare services to Chester County municipalities and proposed a contract that would significantly increase municipal costs, as summarized below. The Executive Committee members believes the new contract that SPCA has offered is fair and reasonable for both the municipalities and SPCA.

Comparison of Expiring SPCA Contract to Proposed SPCA Contract

Service	2023 (Final Year of 2019-2023 Contract)	Proposed 2024 (First Year of Proposed 2024-2028 Contract)
Annual Contract Fee	\$1,791	\$2,000
Annual Maintenance Fee	n/a	\$3,600
Animal Acquisition Fee	\$119	\$200 (cat)/ \$400 (dog)
Unclaimed Stray Boarding Fee	\$60	n/a
Activity Fee	\$48	\$65
Emergency Fee	\$119	\$250
Annual Escalation %	3%	4%

Cindi believes the proposed new contract would more than double the Township’s animal control costs from \$5,891 in 2023 to \$12,300 in 2024, an increase that was reflected in the preliminary budget that was discussed in the October 16 Workshop. Unfortunately, because the proposed contracts are the same for all Chester County municipalities and SPCA has a monopoly over animal control services in the area, Westtown probably has minimal leverage to demand changes to it.

I have attached a copy of the proposed contract for your review and feedback. As requested on September 18, I have also invited the CEO of the Brandywine Valley SPCA to attend the Workshop virtually.



**ANIMAL PROTECTIVE SERVICES DIVISION
FULL SERVICE CONTRACT
5 YEAR AGREEMENT**

- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **by January 1st** of each year. \$5,600.00
- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **after January 1st** of each year. \$5,700.00
- Baseline Contract Fee (\$2,000) + Upfront Monthly APS Maintenance Fee (\$3,600) if paid **after January 15th** of each year. \$6,475.00

To be paid thereafter by January 1st of each successive year in the term of this agreement.

Billing for animal acquisition and housing stray animals from _____ will be calculated on a monthly basis at a rate of \$400.00 per acquired dog and \$200.00 per acquired cat or other non-dog domesticated species. Documentation will accompany billing.

Authorized signature for:

Date

Unless other specific arrangements are made, signed contract must be received by December 15th, 2023 to initiate the Full Animal Protective Services Agreement.

Please sign and return this page and signed contract to:

Brandywine Valley SPCA
Attn: Manager, Animal Protective Services
1212 Phoenixville Pike, West Chester, PA 19380



This agreement (the "Agreement") is made this ___ day of _____, 20___, by and between the Brandywine Valley Society for the Prevention of Cruelty to Animals, 1212 Phoenixville Pike, West Chester, Pennsylvania, a Pennsylvania non-profit corporation (the "BVSPCA"), and _____, the "Municipality").

WHEREAS, the Municipality is statutorily charged with the obligation to care for and control stray dogs within the Municipality's boundaries;

WHEREAS, the BVSPCA has the means to provide that care and control for stray dogs and stray cats, including the requisite knowledge, expertise, personnel, equipment, and legal capacity; and

WHEREAS, in order to humanely, efficiently, and cost-effectively discharge its legal duties to care for and control stray dogs within its boundaries, the Municipality wishes to engage the services of the BVSPCA which includes care and control for both stray dogs and stray cats.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereto agree that:

A. Term of the Agreement

1. The BVSPCA shall commence providing the services specified in this Agreement on the ___ day of _____, 20___ at 12:01am and shall continue providing said services for period of five (5) calendar years until ___ day of _____, 20___ at 11:59pm (the "Term").

B. The Services

1. Statutes to be enforced: The BVSPCA will take all reasonable actions necessary to enforce within the Municipality's boundaries the following laws:
 - a. the Pennsylvania Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. 1, s. 101. *et. seq.*, 3 P.S. § 459-101, *et. seq.* (the "Dog Law");
 - b. the Rabies Prevention and Control in Domestic Animals and Wildlife Act, Dec. 15, 1986, P.L. 1610, No. 181 §1 *et. seq.*, 3 P.S. §455.1 *et. seq.*;
 - c. 18 Pa. C.S. §5531 - §5549, relating to Cruelty to Animals; and
 - d. such other statutes or regulations which may impose certain duties with respect to any municipal animal control ordinances, which statutes and regulations the reasonable enforcement of which the Municipality shall delegate in writing to the BVSPCA, and which upon the latter's written acceptable shall also become part of this Agreement.
2. The BVSPCA will not enforce 3 P.S. §459-504 A. related to "Control of Dangerous Dogs" and defers all enforcement of this statute to the local police or State Dog Warden.



3. Assignment of APS Officers: The BVSPCA will assign Animal Protective Services Officers (the "APS Officer") to respond and provide services to the Municipality. It will be at the sole discretion of the BVSPCA how shifts and personnel are assigned. The Municipality acknowledges and that the APS Officer will be responsible for providing services to other municipalities during that shift. The Municipality also understands and acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
4. Acceptance of Stray Animals: The BVSPCA agrees to accept and care for stray dogs, cats, and other domestic species (the "Stray Animals") originating from within the Municipality's municipal borders. The BVSPCA shall pick up and transport the Stray Animals to the BVSPCA facility between the hours of 9:00am and 5:00pm seven (7) days per week. The Municipality will assure that such animals will be confined or restrained in a humane and effective manner prior to the BVSPCA's response to transport said animal(s). Stray Animals accepted will also include those brought to the BVSPCA facility by BVSPCA Animal Protective Services Officers, by the Municipality's designated representative(s), by police officers, by its dog wardens, and by private citizens. Fees collected by the BVSPCA as a provision of reclaim for stray animals shall be the sole property of the BVSPCA.
5. Investigation of Complaints: The BVSPCA shall investigate all complaints of violations of the Dog Law received from the Municipality, its police force or its residents, seven (7) days per week, twenty-four (24) hours per day. The method of this investigation shall be at the sole discretion of the BVSPCA.
6. Emergency Services: The BVSPCA shall provide the Municipality with twenty-four (24) hours per day, seven (7) days per week emergency services, including telephone access to an APS Officer to answer any questions that may arise or to assist with an unexpected emergency. Any calls on Federally recognized holidays will be billed as Emergency Service Fees. An APS Officer reasonably will respond during non-business hours for animal emergencies and to pick up confined stray animals between the hours of 5:01pm and 8:59am. Emergency calls for service must be initiated by the Municipality, its police officers, or a designated representative of the Municipality. The Municipality understands and acknowledges and agrees that while the BVSPCA will make every effort to respond expeditiously, there is no guarantee as to the time of such response.
7. Resident Calls: The BVSPCA will respond to calls for service from residents originating within the borders of the Municipality. The Municipality will make all appropriate efforts to advise its residents to contact the assigned APS Officer directly to ensure the proper handling of such calls and to provide continuity of service to the Municipality. Contact information for the BVSPCA must be listed on the Municipality's website as the point of



contact for animal control services. Calls for service are not to be sent through County dispatch channels.

8. Issuance of Citations and Warrants: The BVSPCA and its APS Officers will work diligently to be pro-active in response to the enforcement of State and local laws. The BVSPCA and its APS Officers will, at their sole discretion, issue non-traffic citations, Criminal Complaints and warrants for violations of State and local animal control laws, including dog laws, animal control ordinances, and animal cruelty prosecution. To the extent permitted by law, all fines and penalties collected as the result of any service provided by the BVSPCA under this Agreement shall be the property of and transferred to the Municipality. The only exception to the foregoing shall be if the state, county, or local law enforcement authorities request that the BVSPCA shall hold an animal for the duration of a criminal prosecution involving such animals, in which case the BVSPCA shall be entitled to apply only such fines or penalties to the cost of maintenance or care of such animal(s) by the BVSPCA, with the balance of said fines and penalties being forwarded to the Municipality in question.
9. Abandoned Animals: The BVSPCA will respond to all requests from local police, state constables, and sheriff's deputies of the Municipality, and shall take custody of any animal(s) left inside a residence upon eviction, special circumstances, or other absence of its residents. Said animals will be treated/billed as Stray Animal(s).
10. Community Outreach: In an effort to proactively address the systematic problem of animal neglect and homelessness, the BVSPCA and the Municipality will, from time to time and at their mutual convenience, work together to: (a) educate the public about the value and advantages of spaying and neutering; (b) provide educational outreach programs that seek to enhance relationships between pet owners and their pets and reduce the numbers of animals in distress; (c) educate the public on how to responsibly care for a pet and how to develop a strong owner – animal bond through proper training and behavior modification techniques; (d) raise public awareness of the BVSPCA's services and goals; and (e) participate in community meetings and other public events.

C. Fees

1. Annual APS Fee: Beginning with the month of January 2024, and thereafter by January 1st of each successive year in the Term, the Municipality shall pay the BVSPCA an Annual APS Fee of \$2,000.00 for each contract year. The Municipality understands and acknowledges that the Annual APS Fee guarantees the retainment of BVSPCA's service regardless of the service volume. The BVSPCA shall have no obligation to provide any service until it has received the Annual APS Fee in full.



2. Monthly APS Maintenance Fee: The Municipality shall pay a monthly APS Maintenance fee in the sum of \$300 for the maintenance of services to be provided within the local governing bodies' municipal borders. This fee is to be paid in one lump sum for the full twelve (12) months of each contract year with the Annual APS Fee. The Municipality understands and acknowledges that the APS Maintenance Fee includes the cost of APS Officer staffing, and field services equipment care and maintenance. The Municipality shall pay the BVSPCA by the first of the month in question.
 - a. Animal Acquisition Fee: The Municipality shall pay the BVSPCA the sum of \$400 for each acquired Dog and \$200 for each acquired Cat or other non-dog domesticated species received by the BVSPCA's APS Officers, the Municipality's police officers, code enforcement officers, dog wardens, and residents of the Municipality. The Municipality understands and acknowledges that the Animal Acquisition Fee includes the cost of care for each received Animal, including intake, veterinary examinations, medication, vaccinations, boosters, behavioral assessment, food, bedding, sanitation, utilities, and the per diem cost of shelter staff. The Municipality shall pay the BVSPCA foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
3. Activity Fee: The Municipality shall pay an Activity Fee to the BVSPCA in the sum of \$65.00 for addressing the Municipality's animal control services including the actual pick up of Stray Animals. The Activity Fee will be assessed for each "Call for Service" received by the BVSPCA and its APS Officers, including those directly related to the capture of Stray Animals. A "Call for Service" is defined as an assignment given to an APS Officer that requires the APS Officer's presence to investigate, resolve, correct, or assist in a particular situation, including but not limited to each Stray Animal transport; health and welfare checks; animal attacks/bite investigations; enforcement of State/local laws and ordinances; animal cruelty complaints and investigations; addressing resident calls for animal control services other than the actual pick up of Stray Animals including in-field follow up; agency assist; court appearances; and dispute resolution. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
4. Emergency Fee: The Municipality shall pay the BVSPCA the sum of \$250.00 for each after-hours emergency service call. The Municipality shall pay the BVSPCA the foregoing amount(s) within thirty (30) days of being invoiced by the BVSPCA.
5. Annual Fee Increase: Each of the fees named in paragraphs C.1 – C.5 above shall be subject to an annual increase of four percent (4%) as of every January 1st after the first-year subsequent year of the Agreement.

D. Other Provisions



1. BVSPCA Employees: The BVSPCA is an independent contractor to the Municipality and none of its agents, officers, or employees shall be construed as, or represent themselves as, employees of the Municipality. The BVSPCA shall be responsible for workers compensation insurance for its employees, including the APS Officers, as well as insurance for its vehicles and equipment. A certificate of insurance coverage for the foregoing shall be provided by the BVSPCA to the Municipality within thirty (30) days of acceptance and execution of this Agreement and payment in full.
2. General Liability Insurance: For the purpose of this Agreement, the BVSPCA shall obtain and maintain, at no charge to the Municipality, the following insurance coverages in not less than the following amounts and terms:
 - a. Comprehensive General Liability Insurance on a broad form occurrence basis with a limit of not less than \$1,000,000 per occurrence, and for not less than the Life of this Agreement;
 - b. The policy of insurance shall name the Municipality as a named additional insured;
 - c. Not later than the execution of this Agreement, the BVSPCA shall provide proof of insurance to the Municipality, evidencing the coverage of the Municipality under the policy described above and according to the above terms.
3. Termination in the event of circumvention of the Agreement: The Municipality understands and acknowledges that the BVSPCA has the right to terminate this Agreement if it learns that Stray Animals are being taken to a different location other than a BVSPCA facility in an attempt to circumvent calling the BVSPCA and/or incurring the fees outlined in Section C above.
4. Removal of Dead Animals: The BVSPCA shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.
5. Billing: The BVSPCA shall submit monthly invoices to the Municipality for services rendered and Stray Animal(s) acquired. Appropriate documentation will accompany billing. All invoices must be paid within thirty (30) days of the date of the invoice. Failure to timely pay any invoice may result in suspension of services or termination of the Agreement, at the sole discretion of the BVSPCA.
6. Payment upon termination by the Municipality: The Municipality understands and acknowledges that in order to voluntarily terminate this Agreement before its normally-scheduled ending date, the Municipality must pay a total of amount twelve (12) months of service fees, based on the average monthly fees of that Municipality within the last twelve (12) months of services provided by the BVSPCA.



7. Notices: Any notice given under this Agreement shall be in writing and shall be sent by registered mail, certified mail, postage prepaid, return receipt requested, or by guaranteed overnight delivery service. Notices shall be addressed as follows:

If to the BVSPCA:

Adam Lamb, Chief Executive Officer
Brandywine Valley SPCA
1212 Phoenixville Pike
West Chester, PA 19380

If to the Municipality:

Name: _____

Title: _____

Street: _____

City, St, Zip: _____

8. Non-Assignability: This Agreement may not be assigned or transferred to either Party without the written consent of the other. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by merger (of any kind), consolidation, dissolution, operation of law, or any other manner. Notwithstanding the foregoing, either Party may assign its rights under this Agreement without the prior written consent of the other in connection with a sale of its business as a whole or substantially all of the assets of its business. Any purported assignment of rights in violation of this Section is void.
9. Entire Agreement: This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all existing and all other oral, written, or other communications between the Parties concerning this subject matter.
10. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.
11. Modifications only in writing: This Agreement may be modified only by a subsequent writing signed by both Parties.



12. Invalidity of any provision: If any provision of this Agreement (or any portion thereof) is invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement will not be affected or impaired.
13. Headings: The headings in this Agreement are intended for convenience of reference and will not affect interpretation.
14. Waiver: Any waiver by a Party in writing of any of that Party's obligation hereunder, or any failure to insist upon strict compliance with any obligation shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure.
15. Governing Law; Venue: This Agreement, its validity, construction, and performance shall be governed by, and construed in all respects under, the laws of the Commonwealth of Pennsylvania without regard to the laws that would otherwise apply under applicable choice-of-law principles.
16. Dispute Resolution: If there is any dispute regarding this Agreement that cannot be amicably resolved by the undersigned Parties, then said dispute shall be resolved by a mandatory binding arbitration pursuant to the rules of the American Arbitration Association, with the locale of said arbitration to be in West Chester, Chester County. The substantially prevailing party in such arbitration shall be awarded its reasonable counsel fees and its share of the AAA filing fees. The arbitration award may be thereafter entered in any county, state, or federal court.
17. Authorization to Bind: The undersigned officer, agent, or employee of the Municipality represents and warrants that s/he has the authority to contract and bind the Municipality.



IN WITNESS WHEREOF, the undersigned Parties, intending to be legally bound hereby, have hereunto set their hands and seals as of the date first set forth above.

FOR THE BRANDYWINE VALLEY SPCA:

FOR THE MUNICIPALITY:

signature

signature

printed name

printed name

title

title

date

date