

WESTTOWN TOWNSHIP

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West Chester, PA 19382
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AGENDA **Westtown Township Board of Supervisors** **Workshop Agenda**

Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

Monday, November 20, 2023

Start time: 6:30 PM Workshop

- 1. Discussion with Farmer Jawn about Current Activities and Future Plans- 15 minutes**
- 2. Consider West Chester Fire Department Contract – 10 minutes**
- 3. Final Review of 2024 Proposed Budget Prior to Advertisement – 10 minutes**
- 4. Consider Birdtown USA Proposal – 10 minutes**
- 5. Consider Request from the Concept School to Name Unnamed Tributary to Chester Creek “Concept Creek” – 5 minutes**
- 6. 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.*

INTERMUNICIPAL FIRE SERVICES AGREEMENT

This **INTERMUNICIPAL FIRE SERVICES AGREEMENT** (this “Agreement”) is made and entered into this ____ day of _____, 20__, by and between the **BOROUGH OF WEST CHESTER**, a political subdivision of the Commonwealth of Pennsylvania with an address at 829 Paoli Pike, West Chester, Pennsylvania 19380 (but which, during the Term (as hereinafter defined) shall have an address at 401 East Gay Street, West Chester, Pennsylvania 19380) (the “Borough”), the **TOWNSHIP OF BIRMINGHAM**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1040 West Street Road, West Chester, Pennsylvania 19382 (“Birmingham”), the **TOWNSHIP OF EAST BRADFORD**, a political subdivision of the Commonwealth of Pennsylvania with an address at 666 Copeland School Road, West Chester, Pennsylvania 19380 (“East Bradford”), the **TOWNSHIP OF THORNBURY (CHESTER COUNTY)**, a political subdivision of the Commonwealth of Pennsylvania with an address at 800 E. Street Road, West Chester, Pennsylvania 19382 (“Thornbury”), the **TOWNSHIP OF WEST GOSHEN**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1025 Paoli Pike, West Chester, Pennsylvania 19380 (“West Goshen”), and the **TOWNSHIP OF WESTTOWN**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1039 Wilmington Pike, West Chester, Pennsylvania 19382 (“Westtown” and, sometimes together with Birmingham, East Bradford, Thornbury, and West Goshen, the “Townships” and sometimes, each, a “Township”).

BACKGROUND

WHEREAS, pursuant to Chapter 7 of the Code of the Borough (the “Borough Code”), the West Chester Fire Department (the “Fire Department”) is comprised of those certain fire companies operating within the jurisdictional limits of the Borough as of the date of this Agreement; *to wit*, Fame Fire Company, First West Chester Fire Company, and Good Will Fire Company (collectively, the “Constituent Fire Companies”); and

WHEREAS, pursuant to Chapter 7 of the Borough Code, the Borough Council of the Borough, as the governing body of the Borough, established rules and regulations applicable to operation of the Fire Department; and

WHEREAS, pursuant to Section 7-9 of the Borough Code “[t]he Fire Department . . . will respond to any alarm of fire from any township where fire protection contracts are in existence[;]” and

WHEREAS, the Borough has the legal authority to enter into contracts with the Townships for mutual aid or assistance in fire protection, or for the furnishing to, or receiving from, the Townships, aid and assistance in fire protection, and to make appropriations therefor; and

WHEREAS, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66803(c), each of the Townships is authorized to “contract with or make grants to near or adjacent municipal corporations or volunteer fire companies therein for fire protection in the township”;

WHEREAS, pursuant to separate respective agreements by and between each of the Townships and the Borough, each of which will expire on December 31, 2023 (collectively, the “Prior Fire Services Agreement”), the Fire Department heretofore provided fire protection services to certain portions of each of the Townships; and

WHEREAS, each of the Townships deems that the continuation of such fire protection service is necessary for the protection of the health, safety and welfare of its residents; and

WHEREAS, under and pursuant to the terms, conditions, and provisions set forth in this Agreement, the Borough is desirous of continuing to provide fire protection service to each of the Townships.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Borough and the Townships agree as follows:

1. Incorporation of Recitals; Incorporation of Exhibits. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety. All Exhibits attached to this Agreement are incorporated herein by reference.

2. Payment; Apportionment; Authority to Terminate.

A. Semi-Annual Payments. Each of the Townships acknowledges as follows:

- i. that the Borough shall incur certain costs and expenses associated with the Fire Department;
- ii. that such costs and expenses are greater than they would otherwise be if the Fire Department were to provide Fire Protection Services (as hereinafter defined) only to the Borough;
- iii. that the Borough is relying upon this Agreement and the Townships’ performance of their obligations hereunder in planning for and accommodating such additional costs and expenses; and
- iv. that, but for this Agreement and the Townships’ representations, covenants, and warranties set forth herein, the Borough would not incur such additional costs and expenses.

In furtherance, and not in limitation, of the foregoing, the Townships shall pay to the Borough the amounts shown on Exhibit A for the respective years listed in ten (10) equal semi-annual installments of (each, a “Semi-Annual Installment”) as more fully set forth in this Agreement.

B. Apportionment. The Townships shall apportion each Semi-Annual Installment between and amongst themselves pursuant to the schedule attached hereto as **Exhibit A**. Each Semi-Annual Installment shall be remitted to the Borough on March 1st and June 1st of each calendar year during the Term (as hereinafter defined) without offset or deduction, such that the first Semi-Annual Installment is and shall be due on March 1, 2023, and the last Semi-Annual Installment is and shall be due on June 1, 2028. The obligation to remit each Semi-Annual Installment is and shall be absolute and unconditional under all circumstances whatsoever. Each of the Townships shall remit its share of each Semi-Annual Installment (as set forth on **Exhibit A**) directly to the Borough or, as they may elect, one or more of the Townships may remit their collective shares of each Semi-Annual Installment to the Borough together.

C. Authority to Terminate and/or Suspend.

1. Borough's Right to Terminate for Nonpayment. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the Townships acknowledge that, at the Borough's sole and absolute option, the Borough may terminate this Agreement as to any Township which does not remit to the Borough that Township's share of any Semi-Annual Installment, which such termination shall be effective upon the Borough's transmission to the delinquent Township of notice of the Borough's election to terminate. In lieu of such termination, the Borough may elect to suspend its duty to Provide Fire Protection Services under and pursuant to this Agreement for any Township which does not remit to the Borough that Township's share of any Semi-Annual Installment (or, otherwise, pursuant to Section 3.B. of this Agreement), which such suspension shall be effective upon the Borough's transmission to the delinquent Township notice of the Borough's election to suspend and shall not be lifted until twenty-four (24) hours after the Borough receives from that Township the delinquent Semi-Annual Installment together with interest thereon calculated at a rate equal to the prime rate as listed in the first edition of the *Wall Street Journal* published in the year in which the delinquent payment was due, plus 1% per annum compounded monthly (or, otherwise, affects a resolution pursuant to Section 3.B. of this Agreement). In the event that this Agreement is terminated by the Borough as to any Township, the amount of each successive Semi-Annual Installment due from the remaining Townships shall be increased by an amount equal to the amount which would have otherwise been paid by the eliminated Township provided, however, that the remaining Townships may elect to allocate the amount of such increase amongst themselves in whatever manner they see fit by providing notice of such allocation to the Borough not later than thirty (30) days prior to the due date of the next due Semi-Annual Installment.
2. Townships Right to Terminate. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the parties agree that any Township ("Withdrawing Township") in its sole and absolute option may terminate this Agreement by sending to the Borough and all other Townships ("Remaining Townships") written notice on or before June 30 of any calendar year during the term of this Agreement. The effective date of termination shall be January 1 of the following year. In the event that this Agreement is terminated by any Township, the amount of each successive Semi-Annual Installment due from the Remaining Townships shall be increased by an amount equal to

the Remaining Township's pro rata share of the amount which would have otherwise been paid by the Withdrawing Township provided, however that the Remaining Townships may elect to allocate the amount of such increase amongst themselves in whatever manner they see fit by providing notice of such allocation to the Borough within 90 days of the Borough's receipt of the Withdrawing Township's notice of withdrawal.

3. Township's Right to Seek Modification. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the Parties agree that any Township, ("Modifying Township") in its sole and absolute option, may seek to modify the terms of this Agreement by sending to the Borough and all other Townships ("Remaining Townships") written notice on or before June 30 of any calendar year during the term of this Agreement. Within 90 days of receipt of a notice from the Modifying Township, the Modifying Township and Borough shall negotiate modifications to the Semi-Annual Installment due by the Modifying Township and/or boundaries of the Fire Service Area of the Modifying Township. If the Parties cannot reach an agreement on the requested modification within that 90 day period, the terms of this Agreement shall remain in effect for the following year.

4. Provision Regarding Service.

A. Requirement to Serve. Except as to any Township for which the Borough has elected to terminate this Agreement or suspend service pursuant to Section 2.C.1 of this Agreement (and, in the latter case, except during such period of suspension), and for any Township which has elected to terminate this Agreement pursuant to Section 2.C.2, the Borough shall cause the Fire Department to Provide Fire Protection Services to the areas of the Townships more fully described below (each, a "Fire Service Area"):

- i. the area within the jurisdictional limits of Birmingham as more fully shown on Exhibit B attached hereto; and
- ii. the area within the jurisdictional limits of East Bradford as more fully shown on Exhibit C attached hereto; and
- iii. the area within the jurisdictional limits of Thornbury as more fully shown on Exhibit D attached hereto; and
- iv. the area within the jurisdictional limits of West Goshen as more fully shown on Exhibit E attached hereto; and
- v. the area within the jurisdictional limits of Westtown as more fully shown on Exhibit F attached hereto.

B. No Actions Contrary to Borough Obligation. No Township shall adopt any ordinance, resolution or other official action, and no official, officer, agent, or employee of any Township shall take any action, which might, in the reasonable judgment of the Fire Chief (as hereinafter defined) materially impair or impede the ability of the Borough (acting through the Fire Department, as applicable) to meet the Borough's obligations under and pursuant to this Agreement. If the Fire Chief becomes aware of any such ordinance, resolution, or action, he or she shall notify the subject Township thereof and, within thirty (30) days following such notice, the Township shall take all steps to remedy or negate the same. If the applicable Township does not take the necessary steps to resolve the subject condition within such thirty (30) days period and, thereafter, pursue such resolution with due diligence, the Borough may elect to suspend its duty to Provide Fire Protection Services pursuant to Section 2.C.1 of this Agreement.

C. Delegation of Authority to Fire Chief. When used in this Agreement, the term "Provide Fire Protection Services" means, as and when necessary, and as determined by the Fire Chief in the sole exercise of his or her reasonable professional judgment, (A) responding to all fire calls and other emergencies within the responsibility of the Fire Department within each Fire Service Area under and pursuant to the Prior Fire Services Agreements, and (B) furnishing all fire protection to and for the inhabitants of the Townships within the respective Fire Service Areas for and during the Term, subject only to Section 2.C.1 of this Agreement, through the use of such fire and emergency equipment and personnel of the Fire Department as the Chief of the Fire Department (or, as applicable, his or her designee) (the "Fire Chief") shall determine to be reasonable and prudent in the context of each such call. In furtherance, and not in limitation, of the foregoing, the Fire Chief shall determine the numbers and types of apparatus and personnel which shall respond to fire calls and other types of emergency calls.

D. Borough Financial Responsibilities. It is the intention of the Borough and the Townships that, except as expressly set forth in this Agreement to the contrary or as arising out of the negligence or willful misconduct of any Township (or, as applicable, any officer, official, agent, or employee of any Township), no Township shall have any financial responsibility for, or liability arising out of, any firefighting activities provided to that Township by the Fire Department under the express terms of this Agreement, such activities being solely within the control and under the direction of the Borough and the Fire Department.

- i. Workers' Compensation Insurance. The Borough shall pay for and provide to all paid and volunteer firefighters and all other personnel of the Fire Department and the Constituent Fire Companies such workers' compensation and other insurance in at least such minimum amounts as mandated by Pennsylvania law and shall keep such insurance in full force and effect for and during the Term. In no event shall this Agreement be construed or interpreted to make any paid or volunteer firefighter or other personnel of the Fire Department or the Constituent Fire Companies, employees of any Township, and no Township shall have any responsibility or liability to such firefighter or personnel or any of them arising out of the performance of their duties as volunteer or paid firefighters, fire

volunteers, or emergency volunteer personnel while performing their duties as required under the terms of this Agreement, or otherwise, in the Township.

- ii. Errors and Omissions Insurance. The Borough shall maintain in full force and effect during the Term adequate errors and omissions and liability insurance coverage and to insure the operations of the Fire Department, the Constituent Fire Companies, personnel and apparatus during their performance or use of such equipment for fire protection and firefighting services in the Township under this Agreement. The amounts of such insurance coverages are listed on **Exhibit G** attached hereto.

5. Committee. The Borough acknowledges that it has duly appointed a committee within the Borough known as the West Chester Borough Police and Fire Committee (the “Committee”) and that the duties of the Committee include ongoing review and oversight of the Fire Department’s operations. Upon execution of this Agreement, each Township shall appoint not more than two (2) Township delegates to the Committee, which such delegates shall attend one meeting of the Committee per year during the Term to review Fire Department operations as they affect the appointing Township municipalities, it being the intention that each such representative shall act in the interests of and represent his or her respective municipality.

6. Term. The term of this Agreement shall commence at 12:00 A.M. on January 1, 2024, and, unless earlier terminated by the Borough as to a given Township pursuant to Section 2.C.1 of this Agreement, or terminated by any Township pursuant to Section 2.C.2, shall terminate at 11:59 P.M. on December 31, 2028.

7. Notice. Any notice, report or demand required, permitted or desired to be given under or pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served to a party hereto for all purposes if it is (A) deposited by the sender with a nationally recognized overnight courier service guaranteeing next Business Day (as hereinafter defined) delivery with delivery confirmation or (B) mailed by Express Overnight Mail or certified mail, return receipt requested, postage prepaid, in any event to the address set forth in the Introductory Section of this Agreement or such other address as the party may from time to time designate by like notice. Each such notice shall be effective, if sent by overnight delivery, on the next Business Day following timely deposit with an overnight courier service pursuant to Subsection 6.(A) of this Agreement, or in the case of Express Mail, following acceptance at a United States Postal Service facility, or, if sent by certified mail pursuant to Subsection 6.(B) of this Agreement, then on the second Business Day following such mailing. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice, report or demand. When used in this Agreement, the term “Business Day” does and shall mean any day other than a Saturday, Sunday, or legal holiday in the Commonwealth of Pennsylvania. This Section 6. of this Agreement shall survive termination of this Agreement.

8. Requirement for Notice to Fire Department. During the Term, each of the Townships shall forward to the Fire Department for review and comment upon matters within the purview of the Fire Department all applications (or revisions thereof) which the Township receives pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.* The Fire Department shall provide such comments to the requesting Township within thirty (30) days of the Fire Department's receipt of the application (or, as applicable, revisions thereto).

9. Dispute Resolution. In the event of a dispute between the parties with respect to any of the terms or conditions hereof or the performance of any party during the term of this Agreement, such dispute shall be submitted to a three (3)-member panel of arbitrators for resolution and determination. Each of the Borough (on the one hand) and the Township(s) which are party(ies) to such dispute (on the other hand) shall select one such arbitrator within ten (10) days of notification by the other of an unresolved dispute, and the arbitrators so selected shall choose the third within ten (10) days after their appointment. The arbitrators are empowered to conduct such hearings and subpoena such witnesses as shall be necessary for the full and complete determination of any such dispute. The decision of a majority of arbitrators shall be final and conclusive upon the parties and there shall be no appeal therefrom. Each party shall pay the fee charged by the respective arbitrator which it selected, and otherwise shall share equally the fee of the third arbitrator and all other costs of the proceeding.

10. No Waiver. Failure by any party to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or render it unenforceable then or at any other time whether the circumstances are the same or not.

11. Contingent Nature of Obligations. The Townships acknowledge that the Borough's obligations under and pursuant to this Agreement as to any of the Townships is contingent upon approval and execution of this Agreement by all of the Townships.

12. Severability. If any provision of this Agreement shall at any time be deemed to be invalid or illegal by the entry by a court of competent jurisdiction of a final judgment which is not subject to appeal or as to any of the Townships then, in that event, this Agreement shall continue in full force and effect with respect to the remaining provisions of this Agreement (and as to the remaining Townships) as and if the invalidated provision (or Township) had not been contained herein or a party hereto.

13. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, no provision of this Agreement is intended to benefit any party other than the Borough and each of the Townships in their respective corporate capacities, and neither this Agreement nor any provision hereof shall be enforceable by any other individual or entity.

14. Entire Agreement; No Amendment. The foregoing constitutes the written agreement of the parties, and no modifications, amendments, additions or revisions thereto shall be valid and binding until executed in two (2) simultaneous counterparts by the respective parties.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws.

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

BOROUGH OF WEST CHESTER,
a political subdivision of the
Commonwealth of Pennsylvania

By: Borough Council,
the duly elected and constituted
governing body thereof

By: _____
Name: Michael Stefano
Title: President

TOWNSHIP OF BIRMINGHAM,
a political subdivision of the
Commonwealth of Pennsylvania

By: its Board of Supervisors,
the duly elected and constituted
governing body thereof

By: _____
Name: Scott C. Boorse
Title: Chairperson

TOWNSHIP OF EAST BRADFORD,
a political subdivision of the
Commonwealth of Pennsylvania

By: its Board of Supervisors,
the duly elected and constituted
governing body thereof

By: _____
Name: Bruce W. Laverty
Title: Chairperson

TOWNSHIP OF WEST GOSHEN,
a political subdivision of the
Commonwealth of Pennsylvania

By: its Board of Supervisors,
the duly elected and constituted
governing body thereof

By: _____
Name: Shaun Walsh
Title: Chairperson

TOWNSHIP OF THORNBURY,
a political subdivision of the
Commonwealth of Pennsylvania

By: its Board of Supervisors,
the duly elected and constituted
governing body thereof

By: _____
Name: James Benoit
Title: Chairperson

TOWNSHIP OF WESTTOWN
a political subdivision of the
Commonwealth of Pennsylvania

By: its Board of Supervisors,
the duly elected and constituted
governing body thereof

By: _____
Name: Thomas Foster
Title: Chairperson

Operating Revenue

	2024	2025	2026	2027	2028
West Chester Borough	\$ 524,059	\$ 541,708	\$ 559,987	\$ 578,921	\$ 598,534
Interest Income	\$ 30,000	\$ 31,500	\$ 33,075	\$ 34,729	\$ 36,465
East Bradford Township	\$ 182,702	\$ 188,855	\$ 195,228	\$ 201,829	\$ 208,666
Thornbury Township	\$ 76,732	\$ 79,316	\$ 81,993	\$ 84,765	\$ 87,637
Westtown Township	\$ 115,695	\$ 119,591	\$ 123,627	\$ 127,807	\$ 132,137
Birmingham Township	\$ 34,765	\$ 35,935	\$ 37,148	\$ 38,404	\$ 39,705
West Goshen Township	\$ 356,246	\$ 368,244	\$ 380,670	\$ 393,541	\$ 406,873
Total Revenue	\$ 1,320,199	\$ 1,365,149	\$ 1,411,727	\$ 1,459,995	\$ 1,510,016

Operating Expenses

Administration Expense	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418	\$ 90,041
Utilities	\$ 90,135	\$ 93,740	\$ 97,490	\$ 101,390	\$ 105,445
Officer Stipends	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Equipment Repair and Maintenance	\$ 35,500	\$ 36,565	\$ 37,662	\$ 38,792	\$ 39,956
Allocation to Fire Companies	\$ 330,000	\$ 336,600	\$ 343,332	\$ 350,199	\$ 357,203
Fuel Expense	\$ 37,440	\$ 38,938	\$ 40,495	\$ 42,115	\$ 43,800
Vehicle Repairs	\$ 150,000	\$ 156,000	\$ 162,240	\$ 168,730	\$ 175,479
Insurances	\$ 136,824	\$ 142,297	\$ 147,989	\$ 153,908	\$ 160,065
Total Operating Expenses	\$ 870,199	\$ 897,149	\$ 925,007	\$ 953,806	\$ 983,580

Capital Expense

Capital Expense	\$ 450,000	\$ 468,000	\$ 486,720	\$ 506,189	\$ 526,436
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Total Expense

Total Expense	\$ 1,320,199	\$ 1,365,149	\$ 1,411,727	\$ 1,459,995	\$ 1,510,016
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	<u>call volume</u>	<u>calls %</u>	<u>assd value</u>	<u>assd value as % of total</u>	<u>avg of call% and assd val %</u>
West Chester Borough	666	51.76%	997,688,204.00	29.48%	40.62%
East Bradford Township	134	10.39%	607,000,294.00	17.93%	14.16%
West Goshen Township	297	23.08%	1,087,904,175.00	32.14%	27.61%
Westtown Township	103	8.01%	336,088,784.00	9.93%	8.97%
Thornbury Township	61	4.77%	241,263,446.00	7.13%	5.95%
Birmingham Township	26	1.99%	114,888,110.00	3.39%	2.69%
Total	1,287	100.00%	3,384,833,013.00	1.00	1.00



Mission

Bird Town Pennsylvania works in partnership with local municipalities and like-minded organizations to promote community-based conservation actions to create a healthier, more sustainable environment for birds, wildlife and people. Our partners include Audubon Chapters, WeConservePA, Bird City Network and others.

What is the Bird Town Pennsylvania Program?

Bird Town Pennsylvania is a state-wide, grassroots, conservation program working directly with municipal leaders to develop bird friendly communities and raise awareness of the important role people play in supporting bird populations. By encouraging cooperation within and among communities, the program seeks to ensure the long-term well-being of birds by restoring and enhancing their habitats, reducing threats to their survival and other positive impactful environmental initiatives.

Bird Town Pennsylvania engages and encourages residents directly by offering educational materials at table events, creating pop-up gardens, supporting and running community science programs, providing native plant sales, educating about invasive plants, offering birding walks, and more. These activities model best practices, encourage and support residents to embrace bird friendly practices such as planting natives, reducing window strikes and restoring habitat and reducing pesticide use. We also work with schools to engage and educate about these issues as well.

Bird Town Pennsylvania is committed to welcoming and engaging everyone without regard to race, gender, social class or sexual orientation.

Background

In 2011, the Audubon Bird Town Program was developed to build a working partnership between Audubon PA and municipalities in Pennsylvania to promote community-based conservation actions to create a healthy and more sustainable habitats for birds, wildlife and people.

The program has been running successfully for over 12 years now and has established 44 different programs in nine counties in PA. The first Bird Town was established in Upper Moreland Township and Schuylkill, Radnor, Longswamp and Upper Dublin quickly followed. The Bird Towns successfully created dozens of programs which include speaker events, pop-up native plant gardens, plant sales and swaps, installation of numerous native plant and pollinator gardens on private and public lands and much more. Residents were engaged to create vibrant native habitats as well as the creation of municipal level resolutions and ordinances supporting native plantings for new construction, elimination of invasive plants, etc. The Bird Towns also doubled the number of properties with the Bird-Friendly Habitat Recognition Program, having recognized 2,000 across the state by late 2018.

After Audubon PA conducted an extensive and long review of the Bird Town program in late 2020, recommendations were made. Following these guidelines, the Bird Town Working Group was established in March of 2021 to create an advisory committee to help run the program and work as a liaison to Audubon PA and the different Bird Town Programs. When Audubon PA merged with other state offices to create the regional office of Audubon Mid-Atlantic, their new leadership decided in July

2021 that they would no longer support the Audubon Bird Town program. Since their withdrawal of support in July, the Bird Town Working Group created a long-term sustainability plan including the development of a Board structure and Bylaws to work by. The Board of Directors of the Bird Town Pennsylvania, works closely with the current and newly adopted programs, continues to expand through Pennsylvania and continues to build a bird friendly coalition with various partners that will provide long term sustainability and funding for the program.

Bird Town Pennsylvania's Accomplishments:

1. We have a resource rich **website** (birdtownpa.org) to inform the community about our program and inspire community members and municipal leaders to take action. We have a special Bird Town Leader Only Access Back Page on the website where they can find up to date contact lists, webinar information, workshop and meeting recordings and materials, etc. to facilitate more networking.

2. We have several **avenues of communication**, including:

- the ***Bird Town Flyer eNewsletter***, published bi-monthly for Bird Town PA Leaders
- a private **Facebook Page**, the ***Bird Town Forum***, where leaders can share upcoming events and share about inspirational and informative material,
- have a new email account and address just for Bird Town PA
- keep up to date the Bird Town Database and Contact List so leaders can contact one another more easily
- have a quarterly **Community eNewsletter, *Bird Beat***, to share seasonal tips to support and create healthier habitats for birds, wildlife and people

3. We are owned and under the umbrella of the **Pennsylvania Audubon Council**.

The purpose of the Pennsylvania Audubon Council is to serve the Audubon chapters in Pennsylvania, to advocate for the conservation and preservation of birds, other wildlife and the environment on which they depend; through the sharing of resources and ideas among and between the chapters and in collaboration with other conservation partners. <https://paauduboncouncil.org/>

4. We commissioned and trademarked a **new logo** to represent the new Bird Town PA program.

5. We developed a clearly defined **recertification and evaluation process** to guide the leaders and provide consistency and accountability across the program.

6. We developed a **workshop series** for our Bird Town Leaders to be more effective in strengthening their individual programs, engaging their municipal leaders and community members and developing impactful conservation driven events.

7. We're continuing to develop **partnerships and collaborations** with our state's Audubon Chapters and other conservation groups, including *WeConservePA*, to expand community engagement, amplify each other's work, network more broadly, increase funding opportunities, provide sources for education and expertise, and especially increase awareness of birds as indicators of environmental health and demonstrate the connection between healthy bird populations and diversity through habitat restoration. This will also help sustain the Bird Town PA program overall.

8. We developed a **4-tiered Bird Town Municipal Application** to have a more clearly defined certification and the evaluation process for future Bird Town Programs.

9. We're developing a **strategic plan** for running and expanding the program.

10. We've eliminated fees to the individual municipalities.

In Summary

Within the national conservation network, the Bird Town Program has served as a beacon for new, emerging programs that desire to engage communities at the municipal level. To date, there are at least ten analogous programs across the country based on the success of Bird Town which are under the Bird City Network, which we are a member of: <https://birdcity.org/>

The strength of the program is based in its grassroots approach, innovative programming, and ability to bring people together and create a *sense of place* through the lives of birds and improved landscapes. The measure of success is the number of people impacted through outreach efforts within a community. Whether it's a native plant sale, holiday parade float, or simple table presence at a community day, Bird Town has proven to be a substantial outreach tool for engagement, volunteerism, and a cohesive community ethos.

Bird Town Pennsylvania's Ongoing Goals and Objectives

- **Increase awareness of birds as indicators of environmental health.** Demonstrate the connection between increased bird populations and diversity through habitat improvement.
- **Increase ecological literacy through education** such as seminars on native plants, backyard stewardship, educational programs in the schools, and habitat management on public lands.
- **Encourage residents, schools, businesses, and municipalities to initiate their own projects**
- **Connect more people to nature through bird-related activities** such as bird watching in township parks, bird counts and nest box monitoring (community science programs) bird logging (e-bird) and bird feeding (backyard/schoolyard).
- **Encourage grassroots innovation, involvement and sharing across communities** to create new strategies, tools and skills that elevate stewardship actions at all scales.
- **Increase the amount of viable bird habitat and use of native plants** through best practices on private and public lands.
- **Continue the development of an effective, efficient, and financially self-sustaining Bird Town program.** This includes support from a diversity of local and regional sponsors, grants and donations.
- **Continue to build a Coalition** of like-minded organizations to partner and collaborate to support and connect birds, wildlife, habitat and people in Pennsylvania. It would strive to address bird conservation, establish and sustain diverse partnerships, work together to leverage resources for shared goals, and broaden community participation in bird and habitat conservation.
- **Expand** the program throughout Pennsylvania, including urban, rural, suburban areas.

Bird Town Pennsylvania's Strategy

- **Educate, engage and communicate**- Provide ongoing opportunities for community members to learn, grow, and improve their connection to and understanding of the natural world. Create avenues of communication that are simple, effective, and engaging.
- **Engage property owners** – Educate property owners on the results of improving bird habitat that will inspire them to become good stewards, create bird-friendly habitat and join the Bird Habitat Recognition network.
- **Engage municipalities**- Demonstrate to municipalities the quantifiable value to a community's sense of place and quality of life that can be achieved by following Bird Town guidelines and enjoyed by all residents.
- **Demonstrate and encourage best landscape practices to increase viable habitat** – monitor, record and track changes to properties including acreage or percentage of transformed land, number of native plants implemented and changes in bird diversity, nesting and presence.
- **Solicit Sponsorship and Fund-Raising opportunities** - Recognize that fund raising activity is necessary to run a sustainable program and work with partners to obtain funding.
- **Administrate/Organize** - Ensure high quality, efficiency and effectiveness in delivery of the program.
- **Measure and report outcomes** – Develop before and after metrics. Keep track of volunteer hours, number of people contacted, pledges, property registrations, participants in citizen science, acres improved or restored, trees plants, bird diversity and number of schools engaged.

H. Shiver, August 2023



Municipal Application Instructions

INTRODUCTION – Thank you for your interest in becoming a Bird Town. The purpose of Bird Town Pennsylvania is to build a network of individuals, community groups and municipalities dedicated to increasing the quality and quantity of bird-friendly habitat in Pennsylvania. Whether you love to watch birds or not, we all need to be concerned about the crucial role birds play in protecting our biodiversity and the ecosystem we all need to thrive for generations to come.

We have lost more than 25%¹ of our birds in just the last 50 years. Just as nature has created a diverse web of life, it is critical that we create a diverse web of people, organizations and communities to preserve life on planet Earth. Bird Town Pennsylvania is proud to be a part of this process.

CERTIFICATION LEVELS

We recognize that communities vary by financial and human capital. We have developed a tiered structure that allows communities to start small and work their way up to superstar. Bird Towns begin with Green Certification with minimal requirements and follow-up with Bronze, Silver and Gold levels each with increasing expectations. They may do this at their own pace without time restrictions.

APPLICATION INSTRUCTIONS

- 1. Per the Requirements for a Green Level Certification, please complete the following:**

¹ Rosenberg, Kenneth V., et al. 2017. “Decline of the North American Avifauna”. *Science*. American Association for the Advancement of Science (United States): <https://www.birds.cornell.edu/home/wp-content/uploads/2019/09/DECLINE-OF-NORTH-AMERICAN-AVIFAUNA-SCIENCE-2019.pdf>.

- Establish a Bird Town committee and accountability to the municipality either directly or via EAC or other comparable entity. **[REQUIRED]**
 - A municipal resolution must be passed and the signature page of the application completed. **[REQUIRED]**
 - Complete the Bird Town Application and return it via email to pabirdtown@gmail.com **[REQUIRED]**
2. Secure the **proper signatures from your Municipality**, civic entity (if applicable) and Bird Town Committee on the signature page of the attached application form.
 3. **Email completed application** to pabirdtown@gmail.com. New applications **are accepted at any time** during the year.

Please find below, on pages 3-5, **EXAMPLES of the different strategy categories. You may show us here past accomplishments and future goals.**

ADDITIONAL INFORMATION

1. We want to eliminate barriers wherever possible so there are **no annual fees** associated with Bird Towns. Each Bird Town may raise money to support their own activities and are fiscally responsible to their municipal board or committee.
2. An **Annual Report** is due from each Bird Town by January 31st for the preceding year ending Dec 31st. For all new applicants the Annual Report is due the first year after acceptance.
3. An **Annual Meeting** of Bird Town PA Leaders will be conducted each October/November either in-person or virtually depending on circumstances.
4. Additional trainings and meetings will be held throughout the year as needed.

CERTIFICATION LEVELS

THERE ARE FOUR LEVELS OF INCREASING ACHIEVEMENT FROM GREEN TO GOLD. ALL NEW APPLICANTS BEGIN WITH THE GREEN LEVEL AND AFTER ONE YEAR MAY MOVE TO A HIGHER LEVEL AFTER COMPLETING A BIRD TOWN PA ANNUAL REPORT.

Green Level Certification Requirements

1. Establish a Bird Town committee and accountability to the municipality either directly or via EAC or other comparable entity. **[REQUIRED]**
2. A municipal resolution must be passed and the signature page of the application completed. **[REQUIRED]**
3. Complete the Bird Town Application and return it via email to pabirdtown@gmail.com **[REQUIRED]**

Bronze Level Certification Requirements

1. Complete the Bird Town Annual Report Application and return it via email [REQUIRED]
2. Complete at least one task in each of 4 out of 6 categories [REQUIRED]
3. Survey your municipality to determine how many properties are certified for wildlife protection [OPTIONAL]
4. Describe gains made toward goals

Silver Level Certification Requirements

1. Complete the Bird Town Annual Report Application and return it via email [REQUIRED]
2. Complete at least two tasks in each of 5 out of 6 categories [REQUIRED]
3. Increase number of certified properties by 5% over previous level [OPTIONAL]
4. Describe gains made toward goals

Gold Level Certification Requirements

1. Complete the Bird Town Annual Report Application and return it via email [REQUIRED]
2. Complete at least three tasks in each of 6 out of 6 categories [REQUIRED]
3. Increase number of certified properties by 5% over previous level [OPTIONAL]
4. Describe gains made toward goals

BIRD TOWN STRATEGIES

The following 6 strategies are important to Bird Town PA success but they are not required for Green Level certification. You may complete the rest of the application with past accomplishments and goals for the coming year. The examples given are suggestions. Use your creativity to develop realistic goals that meet the needs of your community.

1. **Municipal Actions** – It is important that the municipality be engaged in the Bird Town process. There are some things that only elected officials can accomplish such as proclamations, resolutions and ordinances. These actions are important in terms of their direct effect but also set the tone and example for the whole community.

Examples include:

- a. Establish a Bird Town committee and accountability to the municipality via EAC or other comparable entity (required)
- b. Pass a native plant ordinance that requires new commercial construction to be planted with native plants
- c. Proclaim that [pick a date] is Bird Town Day in [your municipality]
- d. Dedicate passive recreation acres
- e. Create native plant demonstration gardens
- f. Survey municipal buildings for bird strikes
- g. Plan remediation for township buildings to reduce bird strikes
- h. Implement remediation for township buildings to reduce bird strikes
- i. Reduce municipal use of fertilizer

- j. Reduce municipal use of herbicides
 - k. Reduce municipal mowing and the timing of mowing to avoid damaging nest birds
 - l. Consider use of native plants and meadows as a part of storm water management
 - m. Reduce municipal use of pesticides
 - n. Flood plain restoration/Riparian buffers
 - o. Establish policy on tree removal – limit removal of healthy trees, create snags for habitat where low risk allows
 - p. No tolerance policy for stray and feral cats
 - q. Reduction in light pollution
 - r. Encourage and support Bird Town committee participation in regional and state-wide Bird Town conferences
 - s. Sustainable energy plan
 - t. Purchase Bird Town signs to mark the municipality boundaries
 - u. Create a Shade Tree Commission that promotes planting of native trees
2. **School District Actions** – Schools are an important part of educating the community. Young people are future voters and leaders. They can also can have a greater reach by carrying the message home.
- Examples include:**
- a. Establish a ‘Nature Club’ that can learn about and participate in the restoration of native habitat
 - b. Reduce use of pesticides, insecticides and herbicides on school property
 - c. Ensure the curriculum adequately covers issues of climate change, habitat loss and the importance of native plants
 - d. Engage students in the installation of native plant gardens, native trees, pollinator gardens and meadows
 - e. Reduce lawns and increase meadows on school property
 - f. Host a presentation(s) to age-appropriate groups about the relationship between birds, our eco-system and native plants
3. **Community Engagement** – The Bird Town committee cannot carry the load alone. The strength of the community’s commitment and the resources that can be brought to bear are necessary to do the work and to form a positive attitude toward change.
- Examples include:**
- a. Give presentations to community groups about the importance of native plants and the relationship between birds, insects and plants
 - b. Provide table events with information at community events
 - c. Coordinate volunteer work to clear invasive plants and restore native plants to parks, riparian corridors and public woodland spaces
 - d. Host a native plant sale
 - e. Create a pop-up native plant garden

- f. Participate in Community Science programs such as GBBC, NestWatch, ClimateWatch, etc.
- g. Hold community bird walks for all ages
- h. Hold a demonstration of how to remove invasives
- i. Have a speaker event
- j. Install a native or pollinator garden for a community or school
- k. Create a bird blind, interpretive signage (branded Bird Town), deer exclusion plots, etc.
- l. Survey your municipality to determine how many properties are certified by Audubon's Bird Friendly Habitat program, National Wildlife Federation's Wildlife Habitat Certification or any other property recognition program. Build a data set to be able to reach out to the property owners to offer services and connections to like-minded individuals (it's all about building a web of habitats)
- m. Host a tour of recognized properties to increase awareness
- n. Reach out to the community to increase the number of certified properties

4. **Habitat Enhancement** – Habitat is the most important thing to the birds. One of Bird Town's major goals is to restore healthy spaces that provide food, shelter and water for resident and migrant birds. Imagine a community where public, commercial and private properties are linked to provide corridors of habitat to sustain wildlife.

Examples include:

- a. Host a lecture series that focuses on bird habitat that will include increasing native plants, managing water, providing shelter and protecting birds from window strikes
 - b. Survey your community to identify particular areas of concern such as: light pollution on public and private property, migrant bird traps with high incidence of window strikes, untended areas overrun with invasive plants, large areas of grass lawns that could be converted to meadows
 - c. Identify areas of poor water management indicated by frequent flooding
 - d. Identify areas in need of native riparian buffers and identify stake holders
 - e. Create a 'To Do' list of areas that need restoration and work with land owners and the municipality to plan for remediation
5. **Collaborations** – There are many organizations in communities with similar goals to Bird Town. Joining with those organizations where goals are shared can only strengthen the effort to restore our ecosystem. Formal and informal collaborations can create synergy and reduce competition toward a common end.

Examples include:

- a. Create a list of organizations that might be appropriate partners for collaboration. Reach out to each to explore ideas
- b. Contact your local library to discuss possible synergy with Bird Town activities, e.g., programs, availability of resource materials and resident assistance with native plant research
- c. Contact garden clubs that are active in your area

- d. Contact bird clubs in your area
 - e. Contact plant nurseries and landscaping companies to build availability of native plants and knowledgeable landscape contractors
 - f. Form alliances with neighboring municipalities to promote native plants and bird safe practices to the region
 - g. Contact land trusts and land conservation organizations active in your area
6. **Advocacy** – Advocacy is important at the local, state and federal levels to ensure that road blocks are eliminated and resources are available to do the work that must be done. Birds do not have a political agenda and we must move beyond partisanship to secure a safe future for our birds, our children and our grandchildren.

Examples include:

- a. Write letters to the editors of local news media
- b. Take a local, state or federal politician on a bird walk
- c. Write articles for your municipal newsletter
- d. Develop a list of advocacy websites such as Audubon, Sierra Club, PennEnvironment or PennFuture
- e. Contact the offices of local, state or federal representatives to educate them about the issues
- f. Meet with elected representatives at the local, state or federal levels

From: [Steven Burtch](#)
To: [Jonathan Altshul](#)
Cc: [William Bennett](#)
Subject: Naming an unnamed creek in Westtown Township
Date: Thursday, November 9, 2023 2:54:08 PM

Jon, thank you for speaking with me today. As I mentioned, I am trying to have the unnamed creek that runs behind The Concept School renamed Concept Creek. I have begun this process by making an application to the U.S. Board on Geographic Names (BGN). The BGN has indicated that words of support from local governments are helpful in this process. So, I have reached out to you and Thornbury Township Chester County to seek support.

The Creek

The creek is a very small tributary of the East Branch of Chester Creek. It's source is behind Penn Wood Elementary School on Johnny's Way (Westtown Township). It flows southwest, crossing under the intersection of PA 926 and Cheyney Thornton Road. It then flows roughly west through the TCS Nature Center and eventually drains into the East Branch of Chester Creek just west of Westtown Road (near the WCUSC Thornbury Soccer Park).

Why Name the Creek Now?

There are several reasons to seek a name for the creek (i.e., rename it Concept Creek):

1. In 2022, TCS celebrated its 50th anniversary. Over those years, TCS has provided a safe and welcoming school to students who learn in different ways. To commemorate the anniversary, we would like to name this unnamed creek, Concept Creek.
2. In addition, TCS operates a nature center on its property that straddles the unnamed creek. We would like to name the creek in recognition of TCS's efforts to encourage environment education.

FYI, TCS is operated as a not-for-profit. So the naming of the creek is not being done for commercial purposes.

Next Steps

I hope you and Westtown Township support giving this creek a name. Please let me know if you do. Furthermore, if you support this effort, the BGN will accept expressions of support. I believe that a brief statement from Westtown Township affirming support for naming the unnamed creek, Concept Creek, will help our application. The following words are taken from their message to me about the naming process. Expressions of support can be emailed to BGNEEXEC@usgs.gov. if you can ask the local governments to contact us, we would welcome that for the file. Any additional information or comments can be submitted to BGNEEXEC@usgs.gov.

Thank you for your help!

Steven Burtch

MS Education/Mathematics/ESL

MBA General Management

MS Geology

BS (Honors) Geology



The Concept School

P.O. Box 54

[1120 East Street Road](#)

[Westtown, PA 19395](#)

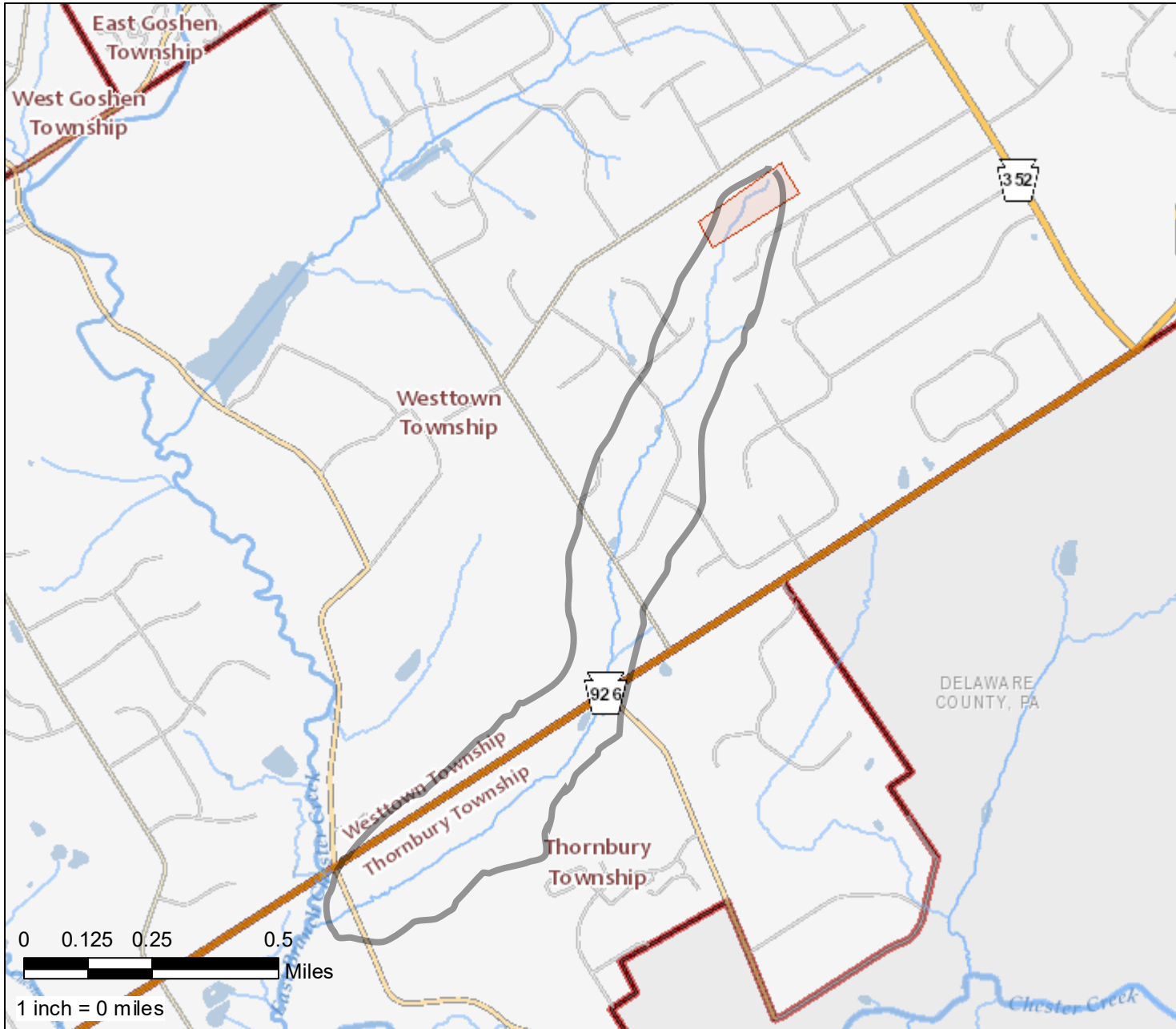
[610-399-1135](#)

The Concept School: *Where Unique Minds Learn in Unique Ways*
A Middle and Upper School for students with unique learning styles

Call to schedule a tour!

www.theconceptschool.org

Proposed Concept Creek



COUNTY OF CHESTER
PENNSYLVANIA



Find Information

PARID: 6702M0058000E
UPI: 67-2M-58
Owner1: WESTTOWN TOWNSHIP
Owner2:
Mail Address 1: PO BOX 79
Mail Address 2: WESTTOWN PA
Mail Address 3:
ZIP Code: 19395
Deed Book:
Deed Page:
Deed Recorded Date: Invalid Date
Legal Desc 1: S OF JOHNNYS WAY
Legal Desc 2: 7.9 AC LOT 13
Acres: 7.9
LUC: E-70
Lot Assessment: 86410
Property Assessment: 0
Total Assessment: 86410
Assessment Date: 12/16/2022 7:49:49 AM
Property Address: 1500 JOHNNYS WY
Municipality: WESTTOWN
School District: West Chester Area

Map Created:
Friday, November 10, 2023

County of Chester



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