

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Monday, December 4, 2023 – 7:30 PM
Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order & Pledge of Allegiance
- II. Summary of Board of Supervisors Workshop – December 4, 2023
- III. Approval of Board of Supervisors Meeting Minutes – November 20, 2023
- IV. Departmental Reports
 - A. Public Works – Mark Gross
 - B. Park & Rec Commission – Ken Leidheiser
 - C. Historical Commission – Dave Walter
 - D. Planning Commission – Jack Embick
 - E. Township Solicitor – Rob Jefferson
 - F. Township Manager – Jonathan Altshul
- V. Public Comment (Non-Agenda Items)
- VI. Old Business - None
- VII. New Business
 - A. Consider Resolution 2023-14 and 2024-2028 Intermunicipal Fire Services Agreement for the West Chester Fire Department
- VIII. Announcements
 - A. The Township is Seeking Applications for the Township's Park & Recreation and Environmental Advisory Commission
 - B. Holiday Home Decoration Contest, December 8 Deadline for Submissions
 - C. Yard Waste Pick-up, Saturday, December 16
 - D. Holiday Office Closures, Monday, December 25, Tuesday, December 26 and Monday, January 1
- IX. Public Comment (All Topics)
- X. Payment of Bills
- XII. Adjournment

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

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

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

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

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

WESTTOWN TOWNSHIP BOARD OF SUPERVISORS REGULAR MEETING

Westtown Township Municipal Building, 1039 Wilmington Pike, Westtown

Monday, November 20, 2023 at 7:30 PM

Present were: Chair Tom Foster, Vice Chair Dick Pomerantz, Police Commissioner Scott Yaw, Township Manager Jonathan Altshul, Assistant Township Manager and Director of Planning and Zoning Mila Carter, Police Chief Brenda Bernot, Fire Marshal Gerry DiNunzio, Finance Director Cindi King, Planning Commissioner Kevin Flynn, EAC member Joe Debes, Township Engineer Bob Flinchbaugh and Township Traffic Engineer Al Federico. Approximately twelve guests were also present, including three participating remotely.

I. Pledge of Allegiance & Call to Order

Mr. Foster called the meeting to order at 7:30 PM and led the Pledge of Allegiance. He reported that the meeting was being recorded on Zoom and, on a slight delay, on YouTube.

II. Board of Supervisors Summary of Workshop, November 20, 2023

Mr. Foster reported that the Board met in Workshop tonight to discuss the Westtown School farm stand, the draft 2024-2028 contract with the West Chester Fire Department, a final review of the 2024 proposed budget, and a proposal about Birdtown USA. He added that the Board did not have time to discuss a request to name an unnamed creek "Concept Creek" or to accept public comment, but that Public Comment would be accepted during the regular meeting and that the Concept Creek issue would be discussed during the regular meeting.

Mr. Foster also reported that the Board met in Executive Session prior to tonight's meeting to discuss personnel matters.

III. Approval of Meeting Minutes of November 6, 2023 Meeting

Mr. Pomerantz made a motion to approve the minutes from the November 6, 2023 meeting. Mr. Yaw seconded. There was no public comment, and the motion passed 2-0, with Mr. Yaw abstaining as he was not present at that meeting.

IV. Departmental Reports

A. Westtown East Goshen Police Department – Chief Bernot

Chief Bernot reported that the officers are participating in a number of charity drives this holiday season, including One Warm Coat, Toys for Tots and Blue Beards for Charity. She added that calls for service continue to trend higher than normal in Westtown, including for fraud and check washing, civil disputes and child abuse. She encouraged residents to be vigilant about package theft as we approach the holiday season.

Mr. Pomerantz asked about the three loud explosions that were heard on the evening of Wednesday, November 15, to which the Chief responded that no police department in our area was able to determine what may have caused the explosions. She speculated that they have been due to sonic booms caused by aircraft overhead. Mr. Pomerantz stated that he had been sent a video from a resident's Ring camera that showed what appeared to be the explosions, and that he would send that video directly to the Chief.

B. Fire Marshal – Gerry DiNunzio

Mr. DiNunzio reported that there were 103 calls for service in Westtown in October, including 54 from the West Chester Fire Department service area and 49 from the Goshen Fire Company service area. Of these calls, 83 were for EMS services. He also reported on one leaf burning complaint along Route 926. Mr. Foster asked what the Township can do to discourage open burning, and Mr. DiNunzio suggested a social media post and a blurb in the next newsletter.

C. Finance Department - Cindi King

Ms. King reported that the Finance Department sent reminders to 192 residents about unpaid real estate taxes last month, of which 42% have now been paid. She reported that we have received 82% of budgeted revenue through October and incurred 68% of budgeted expenses, and that the general fund is projected to end the year with a positive budget variance of roughly \$1 million. She also noted that interest income is projected to be approximately triple what was budgeted.

D. Planning Commission – Kevin Flynn (on behalf of Russ Hatton)

Mr. Flynn reported that Wednesday's Planning Commission meeting had been canceled due to the holiday, but that at its last meeting the Commission had reviewed a sketch plan for the Chase Bank proposal at Westtown Marketplace and discussed the open burning ordinance. He added that at its meeting scheduled for December 6, the Commission would be discussing the sketch plan for a fence store at the Abbey Green property.

E. Environmental Advisory Committee (EAC) – Joe Debes

Mr. Debes reported that the EAC had heard the Board's message that they should be focusing on outreach and education and not capital projects. He reported that EAC members had attended recent sustainability workshops in the area, including one about composting, and that he had participated in two recent CRC activities in Oakbourne Park, including a successful tree planting in the Cope Tract along Goose Creek and a Tree Walk. He added that the EAC would be developing an Annual Report shortly.

V. Public Comment (Non-Agenda Items)

Jack Embick, 198 Pheasant Run Road, stated that he enjoyed the Workshop presentation from Farmer Jawn very much and that she is a positive addition to the Township. He also asked how much the Township would save by WEGO not providing police services to Thornbury.

Russ Hatton, 940 Kilduff Circle, raised concerns to the Chief about motorbikes crossing his property. Mr. Altshul indicated that the Township could write a letter to the parents of the dirt bikers outlining the various fines and penalties that they could be subject to if they were caught by the police.

Mr. Hatton also asked the Chief about an increase in pick-up trucks with cut off exhausts driving on Shiloh Road. The Chief suggested that Mr. Hatton make a note of when the truck or trucks seem to be driving by so that the police could properly address the situation.

VI. Old Business

A. Consider Preliminary/Final Land Development Approval for Westtown School Oak Lane (Athletic Field) Project Land Development

Mr. Pomerantz made a motion to approve the preliminary/final land development for Westtown School's Oak Lane project with the waivers as requested in ELA Group's October 18, 2023 letter and contingent upon satisfactory resolution of the issues highlighted in Al Federico's November 15, 2023 review letter, Cedarville Engineering's November 16, 2023 review letter and System Design Engineering's October 13, 2023 review letter. Mr. Yaw seconded.

Bob Flinchbaugh outlined the comments in his November 16 review letter, including the recommendation that the financial security requirements be increased. Al Federico then outlined the comments in his November 15 review letter, including that a waiver be granted to defer dedication of the 13 and a half foot right of way on the east side of Westtown Road at the intersection of Oak Lane until a permanent traffic safety plan could be developed.

Lou Colgreco, Esq, attorney for Westtown School, asked for clarification about Al's comment about this waiver, and indicated he was satisfied with what Al had recommended.

Mr. Pomerantz stated that he would have liked the Westtown School to have done more public outreach to the property owners on Shady Grove Way impacted by the project. Chris Benbow, Head of School, stated that he and Kate Donnelly, Director of Facilities, had spoken with three of the four private property owners along Shady Grove last weekend about the landscaping and reported that none of them had any objections to what was being proposed, although one homeowner was not present during this time.

There was no public comment, and the motion passed 3-0.

VII. New Business

A. Public Hearing on Ordinance 2023-01 to Increase the Earned Income Tax for Securing Open Space Benefits by an Additional Four One Hundredths of One Percent to Eight One Hundredths of One Percent

Mr. Foster opened the public hearing. Mr. Pomerantz made a motion to adopt Ordinance 2023-01 increasing the earned income tax by four one hundredths of one percent to eight one hundredths of one percent to secure open space benefits Mr. Yaw seconded.

Mr. Yaw observed that last year he was a proponent of deferring the full tax rate increases and asked Mr. Altshul whether the increases were necessary, to which Mr. Altshul responded that the Township would not be able to secure new open space bonds or repay the promissory note to Crebilly Farm Family Associates for the conservation easements without the full rate increases.

There was no further public comment, and the motion passed 3-0. Mr. Foster then closed the hearing.

B. Public Hearing on Ordinance 2023-02 to Increase the Real Estate Tax Rate for Securing Open Space Benefits by an Additional 0.21 Mills to 0.42 Mills

Mr. Foster opened the public hearing. Mr. Pomerantz made a motion to adopt Ordinance 2023-02 increasing the real estate tax for securing open space benefits by an additional 0.21 mills to 0.42 mills. Mr. Yaw seconded. There was no public comment and the motion passed 3-0. Mr. Foster then closed the hearing.

C. Public Hearing on Ordinance 2023-03 to Provide Earned Income and Real Estate Tax Credits to Qualified Fire and EMS Volunteers

Mr. Foster opened the public hearing. Mr. Pomerantz made a motion to adopt Ordinance 2023-03 to provide Earned Income and Real Estate Tax Credits to Qualified Fire and EMS Volunteers. Mr. Yaw seconded. There was no public comment and the motion passed 3-0. Mr. Foster then closed the hearing.

D. Consider Adoption of Resolution 2023-13 Establishing Eligibility Criteria for Tax Credits for Volunteer Fire and EMS Personnel

Mr. Pomerantz made a motion to adopt Resolution 2023-13 establishing eligibility criteria for tax credits for volunteer fire and EMS Personnel. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

E. Authorize Advertisement of 2024 Budget

Mr. Pomerantz made a motion to authorize advertisement of the 2024 Township Budget. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

F. Consider Approval of 2024-2028 Brandywine Valley SPCA Animal Protective Services Contract

Mr. Pomerantz made a motion to authorize the Chairman to execute the proposed 2024-2028 animal protective services contract with the Brandywine Valley SPCA. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

G. Consider Remote Access Control for Township Building

Mr. Pomerantz made a motion to authorize Township staff to contract with Total Security Solutions to install a remote access control system for the Township building at a cost of \$6,429.40. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0

H. Consider Request to Name Unnamed Tributary to Chester Creek “Concept Creek”

Mr. Pomerantz made a motion to support the request to rename the unnamed tributary to Chester Creek as “Concept Creek”. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

I. Consider Payment Application #7 to MECO Constructors, Inc for \$369,443.70 for Oakbourne Park Project

Mr. Pomerantz made a motion to approve payment application #7 to MECO Constructors, Inc for \$369,443.70. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. Thanksgiving Office Closure, Thursday, November 23 & Friday, November 24**
- B. Fox Clearing LLC Conditional Use Hearing Continuance – Wednesday, November 29 at 7:00pm**
- C. Holiday Home Decoration Contest** – If you enjoy home holiday decorations, consider entering the P&R Holiday Lights Contest. To enter, email parkrec@westtown.org with your name, address, and phone number. Homes must be decorated by Monday, December 4.

IX. Public Comment (All Topics)

None.

X. Payment of Bills

Mr. Pomerantz made a motion to approve the General Fund bills for \$149,533.38, Enterprise Fund bills for \$84,800.64, and GO Bond Series 2022 Fund bills for \$118,721.60, for a grand total of \$353,055.62. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

XI. Adjournment

Mr. Pomerantz made a motion to adjourn the meeting at 8:23 PM.

Respectfully submitted,
Jonathan Altshul
Township Manager

WESTTOWN TOWNSHIP
PUBLIC WORKS DEPARTMENT MONTHLY REPORT
NOVEMBER 2023

ROADS

- ◆ Annual line painting of roads completed.
- ◆ Sold a 1993 International Dump truck at public auction.
- ◆ Took delivery of a budgeted aerial lift and trailer.
- ◆ Limbed up low hanging branches on the east side Township roads.
- ◆ Removed all leftover political signs from the right-of-ways after the election.
- ◆ All employees attended harassment in the workplace training.

BUILDINGS, PARKS, AND OPEN SPACE

- ◆ Annual Aqua certification of all potable water backflow prevention devices was performed.
- ◆ Repaired failed parking lot lights at the Administration Building.
- ◆ Serviced all roof mounted ventilator fans at the Public Works Complex.
- ◆ Replaced cracked fittings on the vehicle wash system at the Public Works garage.
- ◆ Mowed grass one last time for the season and began leaf mulching in maintained open spaces.

OAKBOURNE PARK AND MANSION

1. Continued oversight of the athletic core improvement project.
2. Spread wood chips on the pond walking trail and mulched recently planted trees.
3. Watered newly planted trees at the park and the CRC planted trees along Goose Creek.
4. Fall leaf clean up at Oakbourne completed.
5. Assisted in moving holiday decorations for the mansion.
6. Security camera installation project completed.
7. Replaced a defective photocell for the Carriage House exterior lights.
8. Vacuumed the 3rd floor vacant rooms of the mansion.

PARKS AND OPEN SPACE

1. Inspected playground structures for safety hazards.
2. Inspected stormwater retention basins for proper operation.

WASTEWATER

- ◆ Cleared a sewer clog on Elk Lane.
- ◆ Road department employees assisted in maintenance operations for the sewer system in the absence of a second operator.
- ◆ Serviced roof mounted ventilator fans and replaced one failed motor.
- ◆ Repaired the influent flow channel meter transducer at WCC.

EQUIPMENT MAINTENANCE AND REPAIR

- ◆ 67-19 – Replaced the backup alarm for safety.
- ◆ Replaced a camshaft and lifters on an engine of a zero-turn lawn mower.

FUTURE PROJECTS

- ◆ New wastewater employee to begin work mid-December.
- ◆ Replace outdated fire alarm system at the Administration Building.
- ◆ Card access locking system installation at mansion scheduled for early December.
- ◆ Perform seasonal cleaning of all building rain gutters.
- ◆ Continue employee driver training using loaded trucks with plows mounted.
- ◆ Ready dump trucks with salting equipment for the upcoming winter season.
- ◆ Ongoing oversight of park improvement project.

MARK GROSS
DIRECTOR OF PUBLIC WORKS

**Westtown Township
Parks & Recreation Commission Meeting
Oakbourne Mansion, 1014 S. Concord Road, Westtown
Tuesday, October 17, 2023**

In attendance: Commissioners – Susan Alloway, Ken Leidheiser, Carrie Stare, and Laura Ruane Dougherty; Parks Coordinator Pam Coleman. Rick Brown from Friends of Oakbourne also attended.

I. Call to Order

Carrie called the meeting to order at 7:04 PM.

II. Approval of Minutes

The October 17, 2023 minutes were unanimously approved (KL/LD).

III. Old Business

A. 2023 Slate of Events

i. Winter Lights Contest

The group agreed to keep things simple this year – no categories, just straight voting for favorite house. Participants must enter by December 8, to allow time to create the map for the self-guided driving tour. Winners will be announced December 18.

IV. New Business

A. 2023-12-04 Board of Supervisors Meeting Representation

Ken will check his home calendar and attend if he can.

B. 2024 Events

Due to mansion inquiries, Pam requested that the commission slate the date for the Egg Hike. Easter is early next year (March 31). The group agreed on March 23 for the 2024 Egg Hike, and Ken and Laura committed to attend.

V. Public Comment

There was none.

VI. Adjournment

After working on the holiday decorating, the meeting adjourned at 8:39 PM. (CS/KL)

WESTTOWN TOWNSHIP HISTORICAL COMMISSION MEETING MINUTES

Westtown Municipal Building, 1039 Wilmington Pike
Tuesday, November 14, 2023 - 7:00 PM

In attendance: Chair Pamela Boulos (PB), and Members David Walter (DW), Dan Campbell (DC), Patrick McDonough (PM), Paul Vartan Sookiasian (PVS), Stephen Wahrhaftig (SW), and Stephen Dabrowski (SD). Also present was Mila Carter, Assistant Township Manager.

Call to Order

Pam Boulos called the meeting to order at 7:00 pm.

Adoption of Agenda (PB/DW) 5-0

Pam Boulos made a motion to adopt the agenda as presented. David Walter seconded. All were in favor of the motion.

Approval of Minutes (PM/SW) 5-0

Patrick McDonough made a motion to adopt the minutes as presented. Stephen Wahrhaftig seconded. All were in favor of the motion.

Public Comment (Non-agenda items)

None.

New Business

1. Participation

A. Chester County Historic Preservation Network

Mr. Wahrhaftig provided a recap of the 2023 Fall Workshop organized by the Chester County Historic Preservation Network which was predominantly focused on the Chester County America250PA planning, heritage tourism planning and themes, how to select and give a successful program, and specific case studies. He felt that the main objective of the County was to enhance tourism through a variety of planned activities. He explained that the County came up with several main themes for celebration activities, such as natural landscape, cultural landscape, evolving values, Philadelphia campaign, iron and steel, and creative expression, all or some of which might not be applicable to several municipalities. Mr. Wahrhaftig further noted that the County is developing a marketing toolkit that is envisioned to be used by municipalities for all materials, publications and websites pertaining to America250 activities. He was concerned that the County was not proactively seeking feedback on the creation of such toolkit and felt that it was important for municipalities to participate in all America250 discussions. He reminded the HC that the County has already designated a webpage with resources, which will continue to evolve as specific planning activities take place. He announced that there might be grants offered through America250PA for municipalities to prepare for celebration and suggested to come up with ideas for

long-lasting initiatives, such as the installation of historic interpretive signage and/or preservation of historic resource. Ms. Carter asked whether there was a concern of duplicate activities taking place in close proximity. Mr. Wahrhaftig noted that many attendees raised the same question and the County suggested hosting a list of all activities with dates on the website to minimize scheduling conflicts. He also suggested to consider incorporating Oakbourne Mansion and the Village of Darlington Corner (with collaboration with Thornbury Township) with focus on agricultural history. Pam Boulos suggested to have a living history museum at Oakbourne Mansion and to reach out to Amish community through the Westtown Amish Market to see if they might be interested in participating. David Walter suggested to consider sponsored lecture series that can focus on the County's themes without a need to travel to specific areas. Mr. Wahrhaftig thought it was a great idea but believed that the goal of celebration activities is to get people to visit places to boost tourism and local economy. Stephen Dabrowski asked about the heritage center at Marshallton and whether something similar could be installed in Westtown. Ms. Carter explained that the center was supported by the Brandywine Battlefield Heritage Interpretation Plan (HIP) that Westtown participated in, but was not chosen as a location for such center. She wondered whether it might be a possibility now considering the future acquisition of the portion of the Crebilly Farm with Darlington Inn. Mr. Wahrhaftig suggested for Dan Campbell to be designated as the HC's liaison for America250PA to participate in the meetings and keep the HC up to date on any progress and opportunities. The HC anonymously agreed.

B. Urban Centers Forum – Historic, Habitable, and Hospitable

Mr. Wahrhaftig recapped the Urban Centers Forum organized by the Chester County Planning Commission that focused on the Chester County Planning Commission Adaptive Reuse Guide, lessons learned from completed adaptive reuse projects, historic resource ordinances, historic tax credits, and Historic Commission education. He announced that the Pennsylvania Historical and Museum Commission (PHMC) is developing a Village Preservation Guide and believed that the Village of Darlington Corner might qualify as a lost village or hamlet. Mr. Wahrhaftig also explained that the County has funding available for drafting of a historic ordinance and suggested to look into that. He also noted that grant funds might be available for historical interpretation of villages whether existing or former. Mr. Wahrhaftig suggested for the HC to potentially explore the applicability of village designation to the Darlington Inn and to reach out to the Community Preservation Coordinator at the PHMC for any questions pertaining to funding opportunities. Ms. Carter added that the Chester County Planning Commission has previously developed a Village Design Guide, sometime in 1996, and wondered whether the County was working towards updating that planning document. She thought it would be beneficial for the HC to read it.

Old Business

1. Ordinance Amendments - Historic Resources

Pam Boulos recapped that draft ordinance amendments have been presented to the Board of Supervisors to collect feedback and tentative approval for moving to the next steps. She believed that the proposed changes were well received and explained that after the Township solicitor reviews the language, the HC would reach out to property owners of historic resources to gain input prior to initiating a formal amendment process.

2. Community Engagement

A. History Lectures

David Walter provided a summary of the first history lecture given on November 4 about Camp Elder. He noted there were about 20 attendees. Mr. Wahrhaftig thought that more effort could be made to promote such events and provided an example of East Brandywine Township's speaker series program that he felt was very well organized and presented in such a way that attracted participation. He suggested in the future to include background information about the speaker and photographs and promote it more widely on social media. He expressed concern that such announcements might get lost in the body of an email sent to the Township subscribers and recommended sending email notifications specific to the event to generate excitement. Patrick McDonough proposed to provide an option for subscribers to sign up for the HC related content, which he felt would be helpful to know who to send the emails to about historic related initiatives. Mr. Wahrhaftig provided examples of various marketing platforms, some of which might be free, to utilize for such purposes. Paul Vartan Sookiasian suggested to utilize RSVP functions to determine potential attendance and to send reminder emails to those who signed up. Ms. Carter promised to look into whether these email suggestions could be incorporated and asked about the plans for the next lecture and advocated to plan early to ensure larger attendance. The HC agreed to review a list of potential topics that was previously compiled at the next meeting to schedule the next lecture.

3. Community Education

A. Historic Markers

Mr. Wahrhaftig provided a handout with the summary of his research on Sarah Starkweather. He pointed out the inconsistency in when she became the superintendent, which he felt was important because if the reports written by her and about her from the school district are correct, she might be America's first superintendent of schools. Mr. Wahrhaftig explained that Elizabeth Powell, of Townsontown, Maryland is believed to be America's first superintendent, but the date of her appointment is six years later than the potential date for Sarah Starkweather. The HC expressed support for his efforts in continuing exploring the resources to clarify the dates. Mr. Walter suggested to reach out to Robin Young, who has been successful at securing funding for historic markers commemorating women in history, for assistance.

B. Newsletter Articles

Pam Boulos provided an update that she is working on the article about serpentine stone in architecture and asked for a feedback on which photographs to include. Mr. Wahrhaftig asked Ms. Carter about the general guidelines for the articles so that the HC is aware of the expectations and rules.

Public Comment (All Topics)

None.

Announcements

1. Dan Campbell noted the upcoming meeting pertaining to the Chester County Heritage Tourism Messaging & Marketing on Thursday, November 16, 2023 at 4 pm via Zoom. Ms. Carter would send a link to all HC members.

Adjournment (SW/SD) 7-0

David Walter made a motion to adjourn at 8:43 pm. Paul Sookiasian seconded. All were in favor of the motion.

Next HC meeting: **December 12, 2023 @ 7:00 pm**

HC Representative at next Board of Supervisors Meeting:

- **Monday, December 4, 2023 @ 7:30 pm** – David Walter

Respectfully submitted,
Paul Vartan Sookiasian
Historical Commission Secretary

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, November 8, 2023 – 7:00 PM

Present

Commissioners – Russ Hatton (RH), Jack Embick (JE), Tom Sennett (TS), Jim Lees (JL), Brian Knaub (BK), and Kevin Flynn (KF) were present. Joseph Frisco (JF) was absent. Also present was Albert Federico, Township Traffic Engineer.

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:06 PM.

Adoption of Agenda (JE/JL) 5-0

Mr. Embick made a motion to adopt the agenda. Mr. Sennett seconded. Mr. Embick proposed new business items to be discussed first. Mr. Lees seconded. All were in favor of the motion.

Approval of Minutes (JE/JL) 5-0

Mr. Embick made a motion to adopt the meeting minutes from October 18, 2023. Mr. Lees seconded. All were in favor of the motion.

Announcements

1. Ms. Carter announced that conditional use hearing #4 for the Stokes Estate Flexible Development is scheduled for November 29, 2023 at 7pm.
2. Ms. Carter also announced that conditional use hearing to develop the portion of the existing Parkway Shopping Center at 929 S. High Street in West Goshen Township is scheduled for November 20, 2023 at 6pm.

Public Comment – Non Agenda Items

1. Vicki Irvine and Martha OMalley, the property owners of 1125 Kolbe Lane and 1126 Kolbe Lane respectively, expressed their concerns about the potential development of 1115 Wilmington Pike and 12 E Pleasant Grove Road for a funeral home. Ms. OMalley explained that there was some surveying activity on said parcels and it was her understanding that due to the lack of proper access from Route 202, an easement was needed through the Township-owned property to gain proper access from E Pleasant Grove Road. She felt that such access would create traffic concerns for the community and wanted to know more about a land development process and whether the neighboring property owners will be notified in case of an application. Ms. Irvine added that E Pleasant Grove Road could be a very dangerous road. Mr. Hatton responded that the PC did not receive any application yet. Ms. Carter acknowledged that the Township was made aware of such proposal, but believed that the Township was not in favor in granting such easement. She also clarified that one of the parcels is zoned Planned Office Campus (POC) District where funeral home is a permitted by right use, while the other parcel proposed to be used as a driveway access is zoned R-1 Residential District. Ms. Carter added that no land development application has been received and if that occurs, it would be posted on the Township website and the PC's agenda for discussion. She encouraged residents to periodically check the webpage and/or provide her with their contact information to be notified when such application comes in.

Old Business

1. Ordinance Amendments – Parking Regulations

In considering potential amendments to the Township's parking regulations, the PC asked Al

Federico to research several other requirements pertaining to parking, specifically potentially increasing the required number of parking spaces for single family and multi-family dwellings. Mr. Federico referenced the Township's existing code requirements of 3 parking spaces for single family homes and 2 parking spaces for each dwelling unit within multi-family building. In general, the minimum requirement within the suburban areas is 2 parking spaces for single family homes, thus, Mr. Federico believed that Westtown's requirement is sufficient. He also referred to the ordinance where the BOS may require a street with a sufficient paved width to allow on-street parking on one or both sides if determined it should be necessary to meet parking requirements. Mr. Federico recommended that language be revised. He also brought up the previous discussion on parking within garages, and noted that a typical parking space is 9 feet by 18 feet and with a garage of 20 feet by 20 feet one can potentially fit two sedans. He further explained that the ordinance requires a specific setback for residential parking from the street line to the parking area, which makes the beginning of the driveway not be counted towards meeting the parking requirements. Mr. Federico suggested to some language to mitigate that. Ms. Carter noted that the proposed ordinance language removes specified parking requirements for the visual art center (VAC) and that some of the use-specific parking requirements referenced in Section 170-1705 might not be reflected in the proposed shared parking table. Mr. Federico believed that shared parking provisions would not be applicable to the proposed VAC and considered the VAC as an entertainment use, but promised to look into that. Mr. Hatton asked whether residential parking requirements can be established based on the square footage of the house. Mr. Federico explained that typically the number of parking spaces is determined by the number of units and/or bedrooms regardless of the house size, stating that the number of parking spaces needed would probably be the same, as it would equate to the same number of occupants. He noted that the Township can consider asking for additional parking space for bedroom additions. Ms. Carter referred to the ordinance that requires an additional parking space for an accessory dwelling unit (ADU).

2. Ordinance Amendments - Outdoor Burning

Gerry DiNunzio summarized his request to amend the outdoor burning requirements to provide some clarity when it comes to the use of fire pits. He explained that the majority of outdoor burning complaints that the fire department receives relate to the use of fire pits, which are permitted. He referred to the memo prepared by Ms. Carter that summarized the potential concerns related to the use of outdoor recreational devices and provided recommendations on ordinance changes, including a requirement for no burning after a certain hour and continuous supervision. Mr. DiNunzio expressed concern that limiting burning to certain hours may be too restrictive on recreational burning. Ms. Carter pointed out that the noise ordinance limits unreasonable noise between 7am to 10pm and asked for feedback whether the use of some outdoor recreational devices, such as bonfire, shall be consistent with these time limitations. Mr. Hatton asked about the impact of smoke. Mr. DiNunzio responded that in his 34 years of experience, indoor fireplaces make just as much smoke as outdoor ones. Mr. Embick wanted to know how many complaints were related to fire pits. Mr. DiNunzio said that out of dozen burning complaints, about 10 were related to the use of fire pits, which did not require any enforcement. He wanted to make it clear that fire pits are allowed and to educate the public on this subject to reduce the number of frivolous complaints. Mr. Embick asked whether fire pits are required to be installed on the specific surfaces. Mr. DiNunzio noted that they may not be used on the flammable surface like a deck and must be placed no closer than 10 feet away from the house. He believed that most people use common sense, but it would be helpful to have specific requirements. Mr. Knaub asked about the reason for limiting open burning from 8am to 4pm. Mr. DiNunzio explained that it probably had to do with the timing of sunset. Ms. Carter suggested adding recommended language as discussed in tracked changes to be discussed further. The PC agreed.

New Business

1. Sketch Plan Application – Westtown Marketplace Bank

Gregg Adelman, attorney with Kaplin Stewart, on behalf of the applicant, Westtown AM West TIC, LLC, presented a sketch plan for the proposed development of a Chase Bank on the property at 1502 West Chester Pike known as the Westtown Marketplace shopping center, located within the C-1 Neighborhood and Highway Commercial Zoning District. He explained that the sketch plan for a one-story 3,294 square foot drive-in bank was similar to the plans previously submitted under the zoning variance application, which was discussed and favorably supported by the PC. Mr. Adelman recapped that the Zoning Hearing Board (ZHB) has granted approval for several of the requested variances, but denied request to decrease the number of parking spaces, to which the applicant has filed an appeal and then tried to resolve the matter via settlement agreement. He noted that the Board of Supervisors were in favor of the proposed agreement, but two of the ZHB members expressed their concerns regarding parking related issues on the site and therefore, were not in support of the settlement, which prompted the Township to consider potential amendments to parking regulations. Mr. Adelman described that the revised site plan reflects the overall shopping center's parking compliance based on a ratio of 3.5 parking spaces per 1,000 square feet of gross leasable area if the Township amends its parking requirements for existing shopping centers as proposed. He explained that the shopping center currently has 538 parking spaces, and with the development of the bank under new parking requirements, the center would be required to accommodate 430 parking spaces, which would make the shopping center parking to go from non-conforming to conforming. Mr. Adelman recapped that the site plan had been revised to accommodate the PC's previous comments to change the drive aisle to be one-way and the ZHB comments regarding the placement of the trash enclosure which eliminated the need for a variance from the side yard setback requirement.

Mr. Flynn asked how the trash would be handled without a trash enclosure. Mr. Adelman explained that the applicant does not have a need for an outdoor trash container due to a nature of business involving primarily paper waste, which can be collected inside and then picked up by the hauler. Mr. Lees asked whether the proposed building was the same size as previously proposed. Mr. Adelman confirmed that it was. Mr. Embick wanted clarification whether any relief was needed for a two-way drive. Mr. Adelman explained that the plan was revised with a one-way drive, therefore, no relief was requested. Mr. Flynn asked whether any signage is proposed. Mr. Adelman expected a small pylon sign to be included on the center's entrance sign and general directional signage which will be in compliance with Township requirements.

Mr. Sennett asked whether any additional parking study was completed since the zoning variance application. Mr. Adelman confirmed that such study was done which demonstrated that the site was overparked and there was a considerable access parking. He acknowledged that Al Federico had reviewed and provided comments which were addressed. Mr. Embick asked whether the Township consultants reviewed the sketch plan. Ms. Carter noted that the sketch plan was only presented to the PC for review and feedback. Mr. Adelman explained that the reason for a sketch plan review request is to demonstrate compliance of proposed land development in the context of potential changes to parking regulations, which he hoped would be approved, and at which point the applicant would submit a land development application. Ms. Carter asked about the current vacancies within the center. Mr. Adelman believed that it was 80 per cent occupied and a general retail analysis showed an excess capacity with a maximum usage of 380 parking spaces while a total of 518 spaces would be available after the bank is built.

Mr. Embick acknowledged that the proposed bank is a reasonable use for the shopping center and that the PC recommended its approval to the ZHB. Mr. Adelman wanted the PC to be aware that there was an applicant waiting for parking regulations changes to accommodate the use that the PC provided favorable recommendation for.

Mr. Federico wanted to bring to the PC's attention his recommendation to improve the existing bus stop at the entrance of the shopping center and accessibility from the stop to the shopping center parking. He noted that this bus route is one of the most heavily used suburban routes operated by SEPTA and would benefit from improved connectivity and accessibility to support pedestrians and bus riders. Mr. Adelman acknowledged the recommendation and believed that the applicant would be open to entertain some sort of modifications to address that during the land development process.

Public Comment

None

Reports

1. Mr. Embick made the BOS report from the October 16 meeting.

Adjournment (JE/TS) 6-0

The meeting was adjourned at 9:57 PM.

Respectfully submitted,
Mila Carter
Planning Commission Secretary

DRAFT

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2023-14

A RESOLUTION OF THE WESTTOWN TOWNSHIP BOARD OF SUPERVISORS AUTHORIZING PARTICIPATION IN AN INTERMUNICIPAL FIRE SERVICES AGREEMENT WITH BIRMINGHAM TOWNSHIP, EAST BRADFORD TOWNSHIP, THORNBURY TOWNSHIP (CHESTER COUNTY), WEST GOSHEN TOWNSHIP AND WEST CHESTER BOROUGH TO AUTHORIZE THE WEST CHESTER FIRE DEPARTMENT TO PROVIDE FIRE PROTECTION SERVICES FOR CERTAIN PORTIONS OF WESTTOWN TOWNSHIP FOR 2024-2028.

WHEREAS, pursuant to Chapter 11 of the Code of the Township of Westtown (the “Township Code”), the Fame Fire Company No. 3 (the “Fire Company”), organized as part of the West Chester Borough Fire Department, is recognized as an official fire company of Westtown Township; and

WHEREAS, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66803(c), Westtown Township 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”; and

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

WHEREAS, Westtown Township, Birmingham Township, East Bradford Township, Thornbury Township (Chester County), and West Goshen Township (collectively, the “Townships”) and West Chester Borough had entered into separate respective agreements for the West Chester Borough Fire Department to provide fire services in defined geographic areas of the Townships pursuant to Fire Services Agreements that will expire on December 31, 2023; and

WHEREAS, Westtown Township 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 the Intermunicipal Fire Services Agreement, attached hereto as Exhibit A, West Chester Borough is desirous of continuing to provide fire protection service to each of the Townships; and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania, as follows:

SECTION 1. AUTHORIZATION. The Board of Supervisors of Westtown Township is hereby authorized to enter into an Intermunicipal Fire Services Agreement (the “Agreement”) with

Birmingham Township; East Bradford Township; Thornbury Township, Chester County; West Goshen Township; and West Chester Borough in accordance with the terms and conditions authorized by this Ordinance and set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. Furthermore, the appropriate officers of Westtown Township are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purposes and intent of the Agreement and this Ordinance.

SECTION 2. CONDITIONS OF AGREEMENT. The Agreement is conditioned upon each Township's and Borough's governing body enacting an Ordinance which authorizes such municipalities to execute the Agreement.

SECTION 3. DURATION AND TERM OF AGREEMENT. The term of the Agreement shall commence at 12:00 A.M. on January 1, 2024, and, unless earlier terminated by the West Chester Borough pursuant to Section 2.C.1 of the Agreement or by Westtown Township pursuant to Section 2.C.2 of the Agreement, shall terminate at 11:59 P.M. on December 31, 2028.

SECTION 4. PURPOSE AND OBJECTIVES OF THE AGREEMENT. The purposes and objectives of the Agreement are to authorize the West Chester Borough Fire Department to provide fire protection services to certain portions of each of the Townships and to establish the respective municipality's share of the cost of such fire services.

SECTION 5. MANNER AND EXTENT OF FINANCING FOR THE AGREEMENT. The fire protection services which will be provided by the West Chester Borough Fire Department pursuant to the Agreement shall be shared and paid for by the respective municipalities in accordance with the payment terms specified in Section 2 of the Agreement.

SECTION 6. ORGANIZATIONAL STRUCTURE NECESSARY TO IMPLEMENT THE AGREEMENT. Each municipality that enters the Agreement is governed by an elected governing body who shall oversee the implementation and enforcement of the Agreement. Moreover, West Chester Borough has established a Police and Fire Committee which oversees the Fire Department's operation. The Agreement contemplates that each Township shall appoint not more than two delegates to serve on the Police and Fire Committee.

SECTION 7. MANNER IN WHICH REAL OR PERSONAL PROPERTY SHALL BE ACQUIRED, MANAGED, LICENSED OR DISPOSED OF. The West Chester Borough Fire Department or the constituent fire companies that comprise the West Chester Borough Fire Department shall own all real property and personal property used for the provision of fire services pursuant to the Agreement.

SECTION 8. AUTHORITY TO ENTER INTO CONTRACTS OR POLICIES OF GROUP INSURANCE AND EMPLOYEE BENEFITS. The Borough and West Chester Fire Department are empowered to enter into contracts for policies of group insurance and employee benefits for any employees of the Fire Department.

SECTION 9. SEVERABILITY. If any sentence, clause or section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality

or validity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, invalid sentence, clause, section or part thereof not been included herein.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon enactment.

RESOLVED AND ADOPTED this 4th day of December, 2023.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

Thomas Foster, Chair

Richard Pomerantz, Vice Chair

ATTEST:

Jonathan Altshul, Township Secretary

Scott E. Yaw, Esq., Police Commissioner

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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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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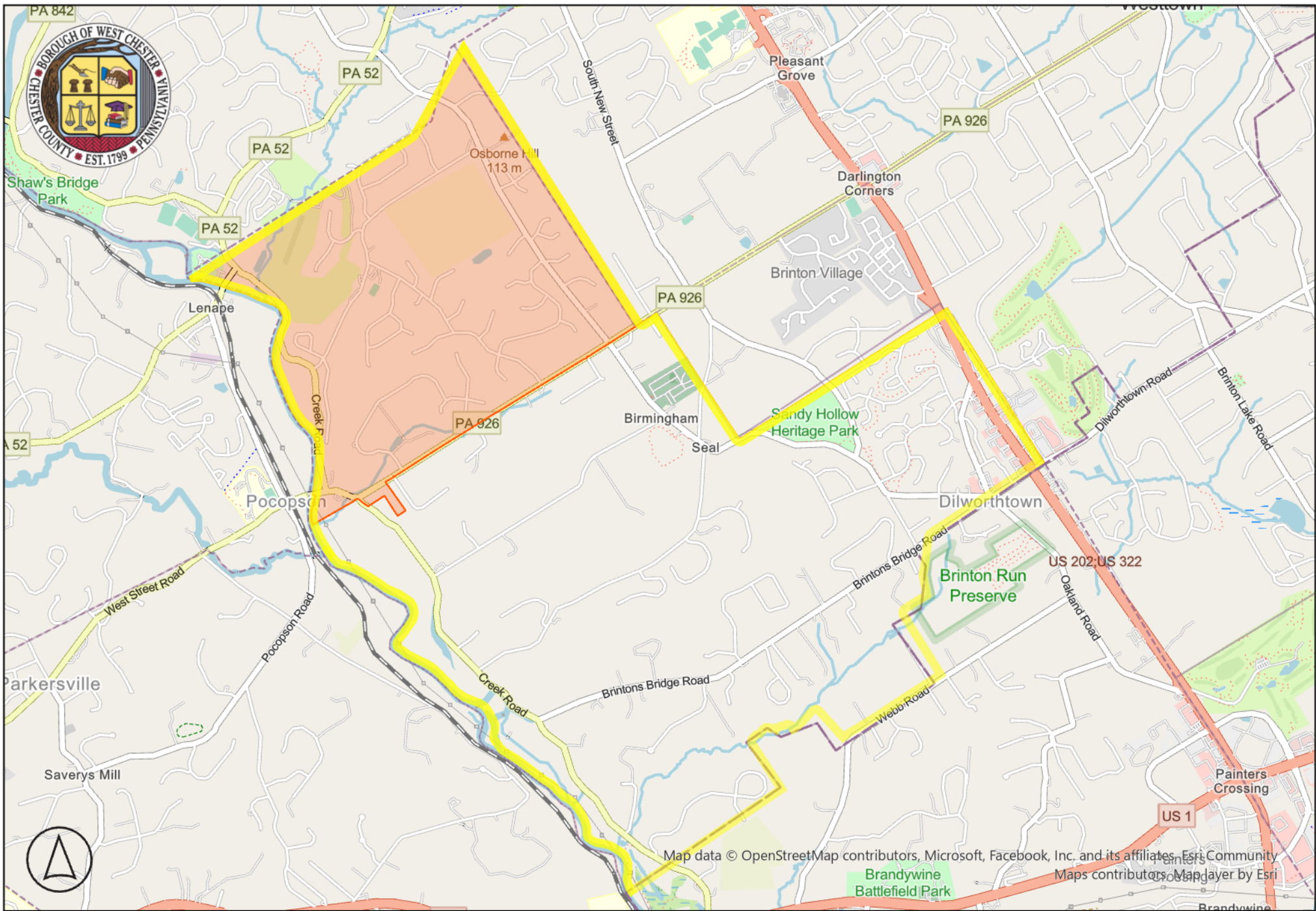
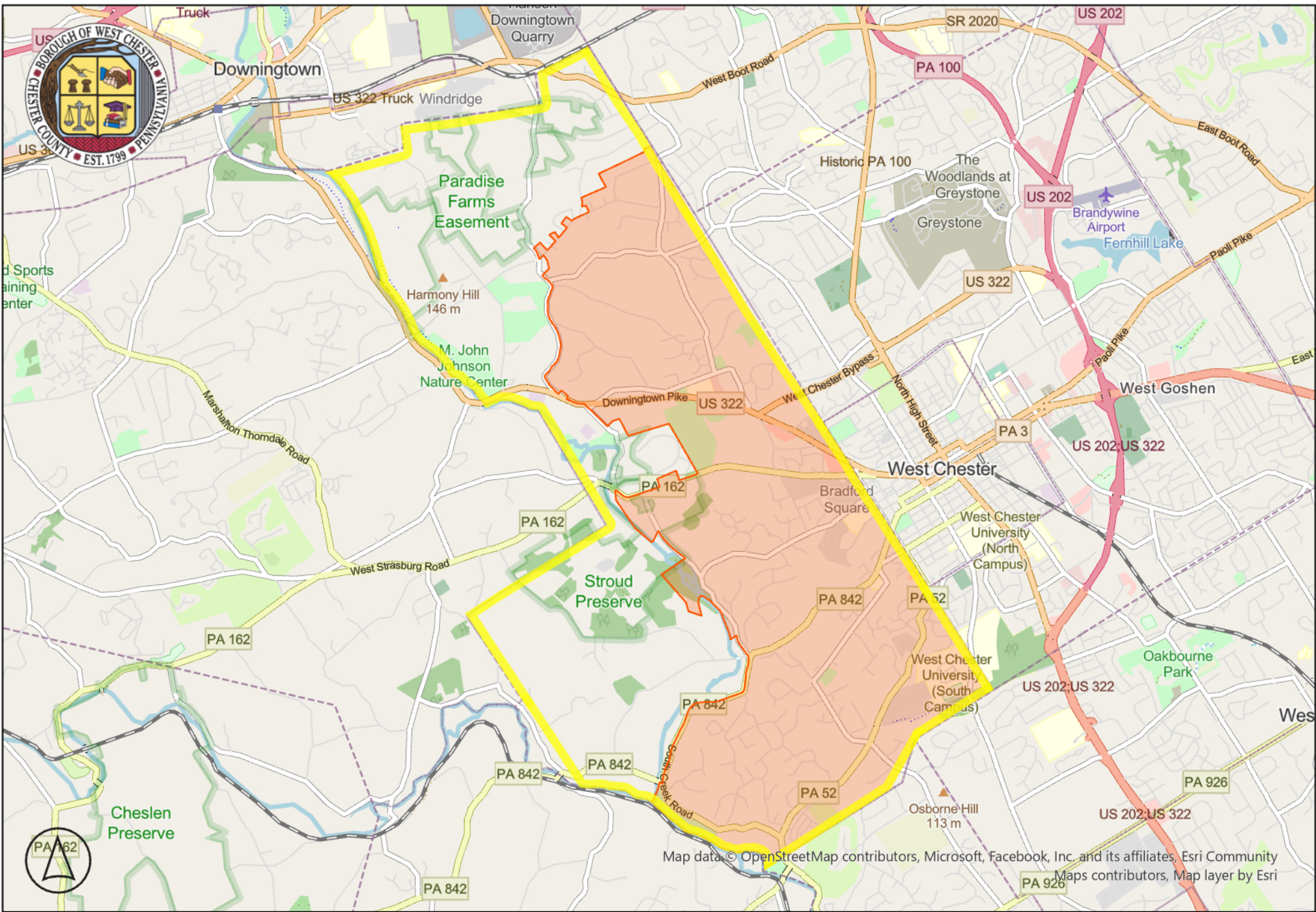


Exhibit B

Borough of West Chester
 Last Updated 11/20/2023

WCFD Coverage Area Birmingham Township

- Municipal Boundary
- West Chester Fire Department Response Territory



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Exhibit C

Borough of West Chester
Last Updated 11/20/2023

WCFD Coverage Area East Bradford Township

- Municipal Boundary
- West Chester Fire Department Response Territory

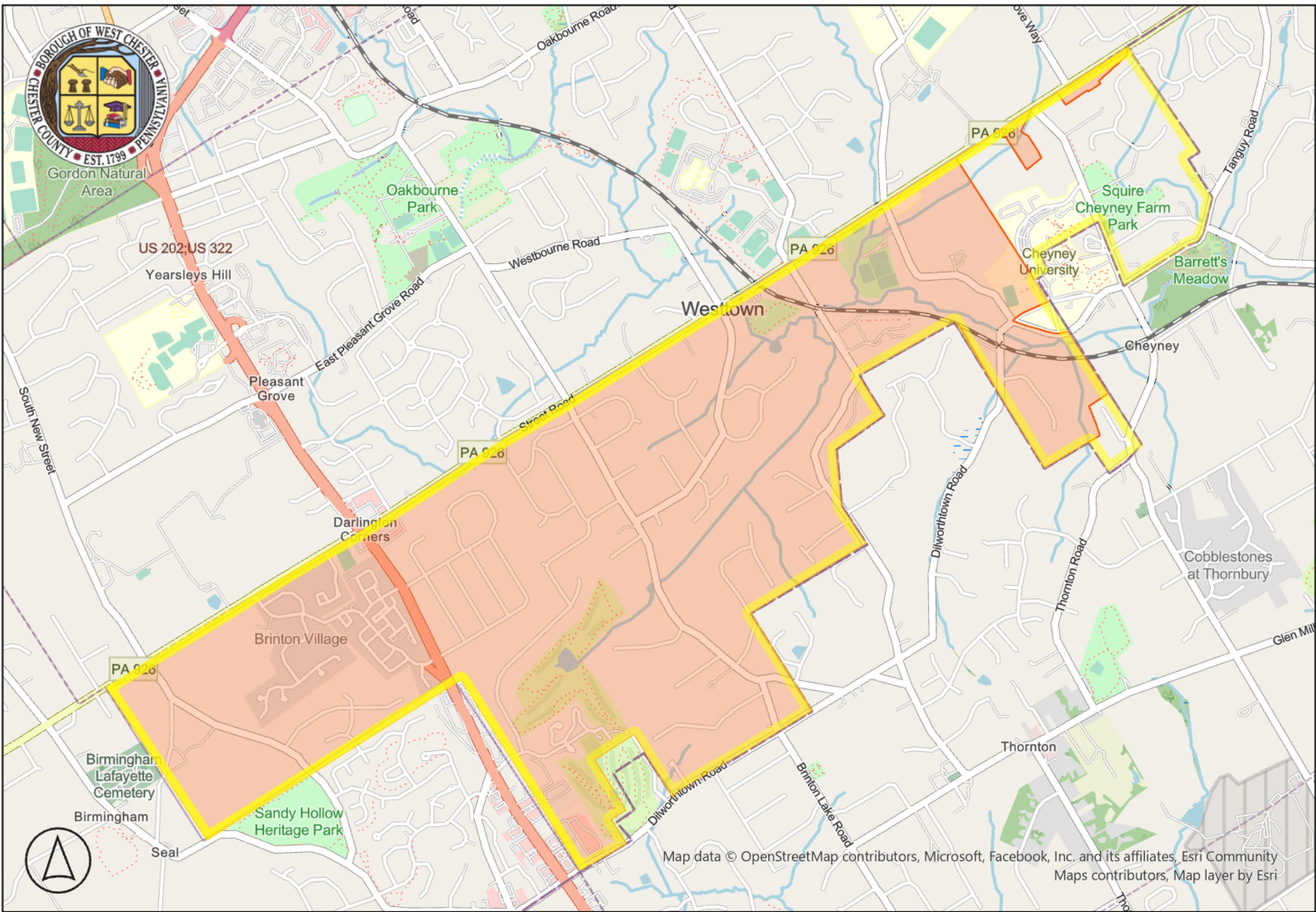


Exhibit D

Borough of West Chester
Last Updated 11/20/2023

WCFD Coverage Area Thornbury Township

- Municipal Boundary
- West Chester Fire Department Response Territory

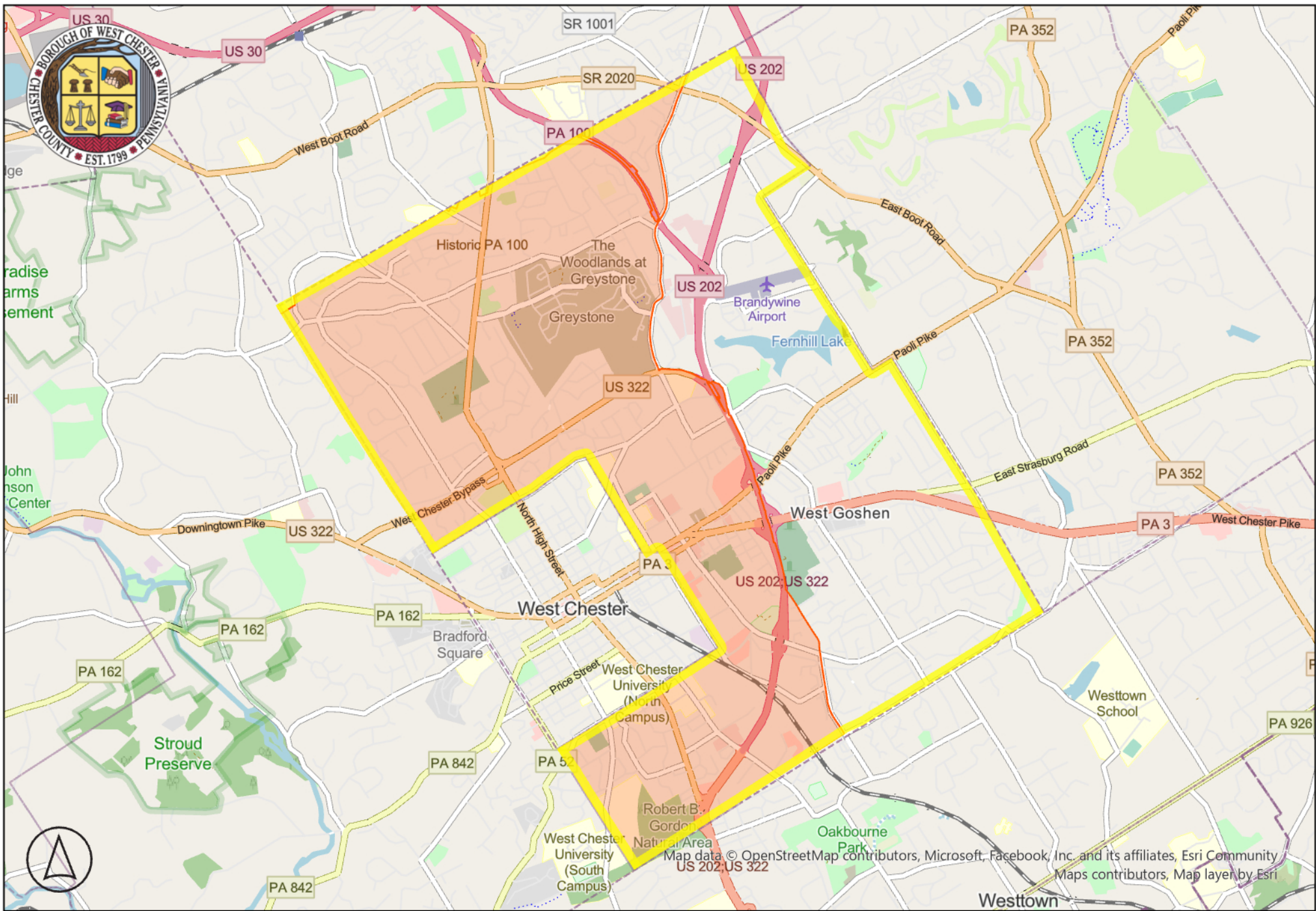


Exhibit E

Borough of West Chester
Last Updated 11/20/2023

WCFD Coverage Area West Goshen Township

- Municipal Boundary
- West Chester Fire Department Response Territory

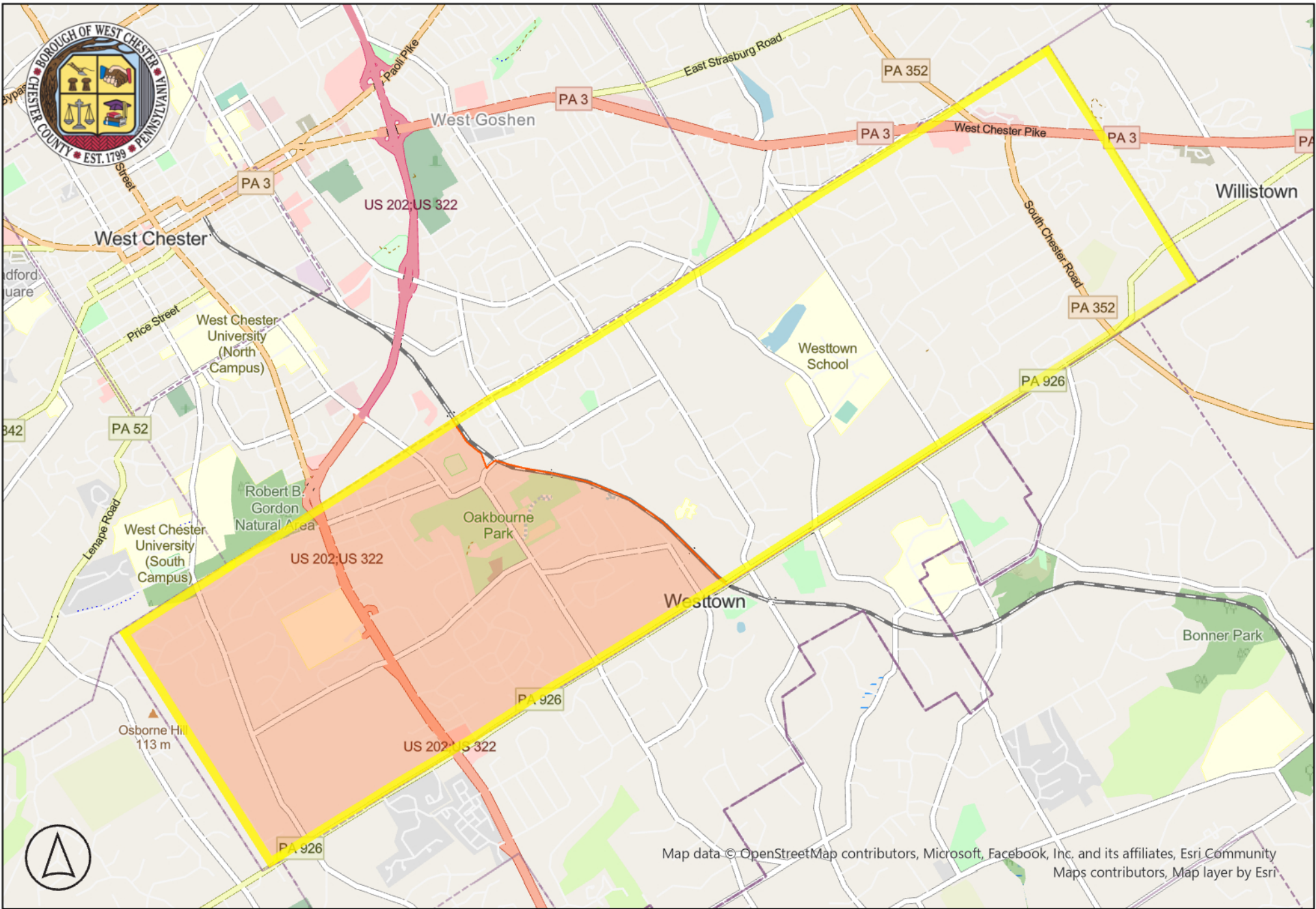


Exhibit F

Borough of West Chester
Last Updated 11/20/2023

WCFD Coverage Area Westtown Township

- Municipal Boundary
- West Chester Fire Department Response Territory

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EXHIBIT G
WEST CHESTER BOROUGH COVERAGE FOR FIRE COMPANIES

COVERAGE

Liability Coverages

General Liability	\$1,000,000.00
Firemen's Errors & Omissions	\$1,000,000.00
Medical Malpractice	\$1,000,000.00
Umberlla Liability over these	\$5,000,000.00

Vehicle Coverages

Liability Limit	\$1,000,000.00
Automobile Physical Damage	Included (Stated Amount)

Covered Vehicles	Total Values
1 Ladder Fire Truck	\$6,542,000.00
4 Pumper Fire Trucks	
1 Tanker Fire Truck	
1 Rescue Fire Truck	
1 Fire Police Van	
4 Interceptor First Responder	
3 Squad Vehicles	
Brush &	
2 Support Fire Trucks	
4 Support Trailers	

Workers Compensation for Volunteer Firemen

Population	
First Response	52,784



Westtown Lights



HOLIDAY HOME DECORATING CONTEST & TOUR



Enjoy decorating the exterior of your home for the holidays? Enter our decorating contest! All entries will be judged by the Parks & Rec Team and Township residents. Participating homes will have their addresses added to a list/map so others may drive by and appreciate the various displays.

To enter email parkrec@westtown.org with your name, address, phone number, and a photo of your display by December 8th. Prizes include gift cards for 1st, 2nd, and 3rd places and a yard sign to acknowledge the winners!

Winners will be announced on December 18th.

Submit your vote for your favorite display by emailing parkrec@westtown.org.



Check Register

Westtown Township

01-Dec-23

From: 21-Nov-23 To: 04-Dec-23

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 GENERAL FUND					
17680	11/27/2023	1201	Charles A. Higgins & Sons, Inc	\$2,832.40	O
17681	11/27/2023	7191	Code Inspections Inc	\$15,483.67	O
17682	11/27/2023	7223	Commonwealth of Pennsylvani	\$2,500.00	O
17683	11/27/2023	347	Staples	\$440.93	O
17684	11/27/2023	1000347	Star Printing Inc.	\$4,038.13	O
17685	11/27/2023	7	Westtown-East Goshen PD	\$21,100.00	O
17686	11/27/2023	7	Westtown-East Goshen PD	\$277,510.08	O
17687	12/1/2023	1000639	U.S. Bank St. Paul	\$71,568.75	O
Bank Total:				\$395,473.96	
Bank Account: 8 Enterprise Fund					
1530	11/21/2023	6468	Carroll Engineering Corp	\$7,184.00	O
1531	11/21/2023	1196	McGovern Environmental, LLC	\$2,040.48	O
1532	11/21/2023	1164	Univar Solutions USA, Inc.	\$7,161.52	O
1533	11/21/2023	967	USABlueBook	\$823.01	O
1534	11/21/2023	357	W. G. Malden	\$2,148.60	O
Bank Total:				\$19,357.61	
Bank Account: 15 Go Bond Series 2022 Proceeds					
125	11/21/2023	1000791	Meco Constructors Inc.	\$369,443.70	O
Bank Total:				\$369,443.70	
Total Of Checks:				\$784,275.27	