

WESTTOWN TOWNSHIP

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AGENDA

Westtown Township Board of Supervisors Regular Meeting

Tuesday, January 2, 2024 – 7:45 PM
Westtown Township Municipal Building
1039 Wilmington Pike, Westtown

- I. Call to Order & Pledge of Allegiance
- II. Summary of Board of Supervisors Workshop – January 2, 2024
- III. Approval of Board of Supervisors Meeting Minutes – December 18, 2023
- IV. Departmental Reports
 - A. Public Works – Mark Gross
 - B. Planning Commission – Brian Knaub
 - C. Historical Commission – Stephen Wahrhaftig
 - D. Township Solicitor – Patrick McKenna
 - E. Township Manager – Jonathan Altshul
- V. Public Comment (Non-Agenda Items)
- VI. Old Business - None
- VII. New Business
 - A. Consider Resolution 2024-01 – 2024 Township Fee Schedule
 - B. Consider Resolution 2024-02 – 2024 Township Manager Annual Compensation
 - C. Consider Proposal from Cohen Law Group for Verizon Franchise Agreement Negotiations
- VIII. Announcements
 - A. Beginning in 2024, the Westtown - East Goshen Police Department Will Not Provide Police Services in Thornbury Township, Chester County.
 - B. Westtown Township was Awarded a \$368,445 Small Water And Sewer Grant from the Department of Community and Economic Development to Slipline the Sanitary Sewer Lines on Londonderry and Wickerton Drives
 - C. Sprint Spectrum has Terminated Its Lease with SBA Towers, LLC
 - D. The Township is Seeking Applications for the Township's Park & Recreation and Environmental Advisory Commission
 - E. Yard Waste and Christmas Tree Collection – Saturday, January 13
 - F. Holiday Office Closure, Monday, January 15 – MLK Day
- 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, December 18, 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, Finance Director Cindi King, Police Chief Brenda Bernot, Fire Marshal Gerry DiNunzio, Planning Commissioner Jim Lees and EAC member Adam Kapp. Approximately five guests were also present, including two 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, December 18, 2023

Mr. Foster reported that the Board met in Workshop tonight to discuss draft amendments to the Township's parking ordinance, a draft managed meadow ordinance, a proposal from the Cohen Law Group regarding the Township's Franchise Agreement with Verizon, the reappointment of Township consultants, and a proposal from PennDOT about pedestrian crossings along Route 926, and a request to increase the not-to-exceed amount for the Historical Ordinance review, and to accept public comment.

Mr. Foster also reported that the Board met in Executive Session prior to Workshop to discuss personnel matters.

III. Approval of Meeting Minutes of December 4, 2023 Meeting

Mr. Pomerantz made a motion to approve the minutes from the November 20, 2023 meeting. Mr. Yaw seconded. There was no public comment, and the motion passed 3-0.

IV. Departmental Reports

A. Westtown East Goshen Police Department – Chief Bernot

Chief Bernot reported that calls for service are finally beginning to return to pre-pandemic levels. She noted that many of the calls received in November were school-related. She also observed that there were 11 theft investigations in November in Westtown, including five retail thefts resulting in three arrests, and some "porch pirate" thefts. She also noted that there were nine fraud investigations and encouraged results to be vigilant. She also highlighted that alcohol-related crime, including DUIs, had started to trend higher.

Mr. Pomerantz asked if there was any increase in threats related to the situation in the Middle East, to which the Chief responded that there had not been. He also asked if the Chief had any concerns about 2024 generally, to which the Chief expressed relief that crime levels were returning to pre-pandemic levels.

Mr. Foster noted that a lot of fraud is perpetrated by people outside the WEGO service area and asked how much local police can do to prevent our residents from becoming the victims of fraud.

B. Fire Marshal – Gerry DiNunzio

Mr. DiNunzio reported that there were 94 fire/EMS calls in Westtown in November, including 54 in the West Chester Fire Department service area and 40 in the Goshen Fire Company service area. The most significant calls were for a commercial vehicle accident that resulted in a diesel fuel spill on Westtown Road and a carbon monoxide leak in a home on Woodstock Lane.

He also reported that he responded to a call at Sunrise over the weekend in which a small kitchen fire did not trigger the fire alarm. He stated he is working with Sunrise to remediate this issue.

C. Finance Department – Cindi King

Ms. King reported that the Finance Department had been working on the 2024 budget, opening up new, higher yielding accounts at Univest, and mailing out the tax rate increase letter. She noted that overall fund balances were increasing and that the Township had recorded over \$660,000 in total interest revenue through the end of November, or about three times more than was budgeted.

Mr. Pomerantz asked how the number of delinquent accounts compared with last year and whether it was a source of concern.

D. Planning Commission – Jim Lees

Mr. Lees reported that at its meeting on December 6, the Planning Commission discussed the outdoor burning ordinance and the managed meadow ordinance, both of which had been recommended for approval. The Commission also heard a presentation from the owner of the Abbey Green property on a preliminary sketch plan for the redevelopment of that site and a presentation on a variance application for a major home occupation, for which the Planning Commission requested that the applicant provide more information.

Mr. Pomerantz asked Mr. Lees about the Planning Commission’s performance this past year compared to years past, to which Mr. Lees responded that they’d had a large workload.

Mr. Lees then thanked Mr. Yaw on behalf of the Planning Commission for his years of service to the Township.

E. Environmental Advisory Council (EAC) – Adam Kapp

Mr. Kapp reported that at its meeting on November 28, the EAC discussed submitting a proposal for a presentation at an upcoming Virtual EAC Network conference and organizing into smaller subcommittees on a host of issues, including composting, electric vehicles, Birdtown USA and waterway signage.

V. Public Comment (Non-Agenda Items)

None.

VI. Old Business - None

VII. New Business

A. Consider Adoption of the 2024 Township Budget

Mr Pomerantz made a motion to adopt the 2024 Township Budget as proposed. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

B. Consider Adoption of the 2024 Westtown East Goshen Police Budget, Version 6

Mr Pomerantz made a motion to adopt the 2024 Westtown East Goshen Police Budget, Version 6. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

C. Authorize Township Manager to Negotiate Contract Price and Terms with Engineer for Route 926 and Shady Grove Way Traffic Signal Project

Mr Pomerantz made a motion to authorize the Township Manager to negotiate contract price and terms with Pennoni for the Route 926 and Shady Grove Way Traffic Signal project. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

D. Consider PennDOT Proposal about Pedestrian Crossings along Route 926

Mr Pomerantz made a motion to authorize the Chair to support PennDOT's proposal regarding pedestrian crossings in select locations along Route 926. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

E. Consider Amended PennDOT Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement with 1594 West Chester Realty, LP

Mr Pomerantz made a motion to authorize the Chair to execute the amended PennDOT Right-of-Way Sanitary Sewer Facilities Operations, Maintenance and Endowment Agreement with 1594 West Chester Realty, LP by and through its general partner Sir Nafti Realty, LLC. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

F. Consider Payment Application #2/Final for 2023 Road Program to Innovative Construction Services, Inc for \$710,336.76

Mr Pomerantz made a motion to approve payment application #2/final for the 2023 road program to Innovative Construction Services, Inc for \$710,336.76. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

G. Consider Escrow Release #5 to Huntrise Builders, LLC for Sawmill Court in the Amount of \$139,460.43

Mr Pomerantz made a motion to approve escrow release #5 to Huntrise Builders LLC for \$139,460.43. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

H. Consider Payment Application #8 to MECO Constructors, Inc for \$328,500 for the Oakbourne Park Project

Mr Pomerantz made a motion to approve payment application #8 to MECO Constructors, Inc for \$328,500. Mr. Yaw seconded. There was no public comment and the motion passed 3-0.

VIII. Announcements

Mr. Foster made the following announcements:

- A. Announce Winner of Holiday Home Decoration Contest** – The Healy Family at 1541 Pennsbury won 1st place, followed by the Rosato Family at 1505 Pennsbury in 2nd place, the Reagoso Family at 1190 Fielding Drive in 3rd place and Honorable Mention to the Loraw Family at 925 Tyson Drive.
- B. 2024 Real Estate Valuation of Township is \$828,832,155** – This valuation represents a 0.6% increase over 2023.
- C. Susan Alloway has resigned from the Parks & Recreation Commission** – The Township is grateful to Sue for her years of service to the Township and her dedication to Oakbourne Park. The Township is also grateful to Paula Kline from the EAC and Jen Jacobs from the Park and Recreation Commission who will end their terms at the end of the year.

- D. The Township is Seeking Applications for the Township's Park & Recreation and Environmental Advisory Commission** – Please submit a resume or brief statement of interest to the Township Manager if you are interested in volunteering.
- E. Holiday Office Closures, Monday, December 25, Tuesday, December 26 and Monday, January 1.**
- F. The Board of Supervisors Will Hold a Special Meeting on Wednesday, December 27 at 7:30 to Render an Oral Decision in the Fox Clearing LLC Conditional Use Application**
- G. Acknowledge Scott Yaw for his Service on the Westtown Township Board of Supervisors** – Mr. Foster recognized Mr. Yaw for his six years of service on the Board of Supervisors. Mr. Yaw then thanked Township staff, his family, and, most of all, the Township residents for making his term on the Board successful and memorable.

IX. Public Comment (All Topics)

Sam, Sydney and Tracy Yaw, 1022 Dogwood, expressed their admiration for their father and husband's service on the Board and stated that they were excited to see him at home on Monday nights again.

Mr. Pomerantz also thanked Mr. Yaw for his service to the Township.

X. Payment of Bills

Mr. Pomerantz made a motion to approve the General Fund bills for \$1,481,669.94, Open Space Fund bills for \$60,000.00, Enterprise Fund bills for \$22,143.13, 2022 General Obligation Bond Fund bills for \$244,955.49, and Capital Project Fund bills for \$90,244.51, for a grand total of \$1,899,013.07. 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 8:11PM.

Respectfully submitted,
Jonathan Altshul
Township Manager

WESTTOWN TOWNSHIP PLANNING COMMISSION MEETING MINUTES

Stokes Assembly Hall, 1039 Wilmington Pike
Wednesday, December 20, 2023 – 7:00 PM

Present

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

Call to Order and Pledge of Allegiance

Mr. Hatton called the meeting to order at 7:03 PM.

Adoption of Agenda (JE/JL) 6-0

Mr. Embick made a motion to adopt the agenda. Mr. Lees seconded. All were in favor of the motion.

Approval of Minutes (JE/JL) 5-0-1

Mr. Embick made a motion to adopt the meeting minutes from December 6, 2023. Mr. Lees seconded. Mr. Sennett suggested to correct an item under Approval of Minutes. The PC agreed. All were in favor of the motion. Mr. Sennett abstained.

Announcements

1. Ms. Carter announced that the land development application for the property at 1014 Wilmington Pike for the expansion of the parking areas has been withdrawn.

Public Comment – Non Agenda Items

None

Old Business

1. ZHB Application – 1001 S Walnut Street

Mr. Chavous, property owner of 1001 S Walnut Street, provided an update that he reached out to the neighbors to collect signatures in support of his application and revised the site plan to address screening concerns raised by the PC previously. He referred to the site plan depicting a proposed 6-foot privacy fence along portion of the property where most of the business activity would occur. Mr. Chavous believed that the neighbors were in support of him being able to run family business and raising children instead of being away from home. Mr. Hatton asked to provide an overview of how Mr. Chavous would be managing all equipment and vehicles in both garages and parking lot on a daily basis. He also raised a question whether there was enough parking for additional employees. Mr. Chavous recapped that the garage is deep enough for all vehicles to park and for storage of tools. He also noted that he was not in the position to hire a helper at this time, but believed there was ample parking available for such person when the time comes. Mr. Chavous described his typical day would including loading of materials and equipment within the driveway with a forklift on the truck to head to a job site. He explained that most of the time materials are delivered to job sites, but occasionally they might be delivered to the house on the 6 feet by 12 feet flatbed trailer, which will be stored inside the garage. Mr. Embick asked Mr. Chavous whether he looked into how the equipment and materials would be all accommodated. Mr. Chavous referred to the list of items that he compiled, including a tilt bed trailer primarily used for transporting Dingo (a four-wheeled miniature loading piece of equipment) and a forklift. Mr. Embick asked whether those are counted as commercial vehicles. Ms. Carter responded that it is not defined in the Code, however, she referred to the common interpretation, which is used to describe any vehicle used for commercial purposes. Mr. Knaub asked whether the vehicles have to have engines to be considered commercial. Mr. Flynn

believed that vehicle would have to be registered with the State and have a license plate. Mr. Embick suggested for the PC to consider adding a definition for commercial vehicle to the Code. The PC agreed that it should be added to the ordinance amendments list. Ms. Carter noted that if only one commercial vehicle was parked outside and the rest were stored inside the garage, it would be in compliance with the requirements and no variance relief was necessary. Mr. Embick asked Mr. Chavous whether he was in agreement with only keeping one commercial vehicle parked outside. Mr. Chavous agreed. Ms. Carter added that the applicant would need to seek a relief to install a proposed 6-foot privacy fence within the front yard. She pointed out that one of the criteria for major home occupation was to provide screening, therefore, the Board might be in support of the proposed fence, which required a variance relief. Mr. Hatton asked about proposed business hours. Mr. Chavous anticipated to start his day around 8am with loading of materials. He expected deliveries, if any, to occur during normal business hours. Mr. Embick suggested that no more than one commercial vehicle shall be parked outside with all other equipment and tools to be stored within the garages and that the privacy fence of 4 feet or higher to be installed for screening purposes. Mr. Hatton suggested no loading or unloading of vehicles after 7pm. Mr. Lees pointed out that 7pm might be too early during the summer months. Ms. Carter suggested to make it consistent with the noise ordinance. Mr. Embick felt that 10pm was too late for commercial type of activity. The PC decided to recommend limiting the business hours to 7pm. Mr. Embick asked about the timing of the fence installation and start of the major home occupation if approved. Mr. Chavous intended to install the fence first. Mr. Sennett wanted to verify whether there was a weight limit on commercial vehicles. Ms. Carter confirmed.

Motion to recommend approval of the ZHB application for special exception to permit major home occupation for a deck building business with the following conditions to be considered by the ZHB:

1. All commercial vehicles shall be parked in the garage, except for one commercial vehicle which is permitted to be parked outside.
2. Loading and unloading of materials shall occur between 7am and 7pm, Monday through Saturday.
3. Privacy fence for screening purposes within the front yard, as appropriate, shall be installed prior to start of business operation. JE/KF (6-0)

Mr. Chavous commented that he designated an area behind the garage for scaffolding. Mr. Embick asked whether outside storage was permitted. Ms. Carter noted that if the materials were to be stored for more than 30 days, they shall be screened from view from adjacent properties and public roadways.

New Business

1. Ordinance Amendments – 2024 Priorities

Mr. Hatton recapped that the PC has been keeping a list of potential ordinance amendments with some going back to 2001. Mr. Flynn proposed to create a separate category for the items that had been discussed but not adopted. Mr. Embick suggested not to separate the list because these items might come up in the future, and instead assign a low priority and make a note under status column to keep track. The PC went through the list of high priority items. Mr. Embick noted that storage ordinance was previously discussed but never completed. Ms. Carter recapped that proposed language intended to address storage tanks, pods and other similar outdoor storage activities. Mr. Embick suggested for Ms. Carter to revisit it again to determine whether it needed further discussion or be moved to low priority. Mr. Flynn believed that the high priority items on the list shall be those that might be applicable to the development of the Stokes Farm, such as Belgium block related provisions and driveway requirements. Mr. Embick agreed and expressed that the PC was not happy with the flexible development zoning provisions. Ms. Carter noted that John Snook, Township consultant, has provided a draft language previously to

revise the flexible development requirements, which were not adopted. Mr. Embick acknowledged that the developable land where the flexible development could be applicable was limited in Westtown, but believed it was worth an effort. Mr. Embick suggested to get the Board's opinion on whether the amendments to the flexible development ordinance should be considered. The PC agreed. Mr. Embick also pointed out that there was no joint meeting with the Board in 2023. Mr. Hatton suggested to go over the list items that have been previously discussed but have not been completed. Ms. Carter noted that discussion on the chicken ordinance was still on the list due to the number of chicken coop related questions and complaints received this year. Mr. Hatton believed that it would be a question for the Board whether such ordinance was needed. Mr. Embick reminded that ordinances related to agriculture are preempted by the right to farm laws in Pennsylvania, but the townships usually could specify where these activities can go and how much activity is permitted. Mr. Hatton asked a question about the beekeeping. Ms. Carter pointed out that there was a state law regulating such activity, therefore, she suggested for beekeeping to be permitted as a minor home occupation as long as it complies with said law. Mr. Embick asked whether minor home occupations were permitted by right. Ms. Carter confirmed they were. Mr. Embick asked about the process. Ms. Carter explained that the property owner has to register the home occupation with the Township by filling in the form and description, which she reviewed and made determination whether it was permitted and could be classified as a minor home occupation. Mr. Embick suggested amending the definition of minor home occupation to incorporate beekeeping and asked whether anyone raised any concerns about permitting beekeeping within the Township. He recapped the proposal to add beehives at Oakbourne Park which was not welcomed by the neighbors who were concerned with allergies. Mr. Embick also asked whether there were any issues with boarding homes. Ms. Carter was not aware of any. Mr. Embick suggested for the line item to also include temporary rentals and Airbnbs. Ms. Carter provided an update that the Board raised some concerns pertaining to the proposed managed meadow ordinance. She also recapped that the Chester County Planning Commission has reviewed municipal solar regulations and provided feedback on what could be improved for Westtown. Ms. Carter noted the increasing number of solar permit applications and several issues within the ordinance language and proposed to address those. Mr. Hatton suggested to condense the list and focus on high priority items for the upcoming year. The PC agreed.

Public Comment

None

Reports

Mr. Lees made the BOS report from the December 18 meeting.

Adjournment (JE/TS) 6-0

The meeting was adjourned at 8:42 PM.

Respectfully submitted,
Mila Carter
Planning Commission Secretary

WESTTOWN TOWNSHIP HISTORICAL COMMISSION MEETING MINUTES

Westtown Municipal Building, 1039 Wilmington Pike
Tuesday, December 12, 2023 - 7:00 PM

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

Call to Order

Pam Boulos called the meeting to order at 7:04 pm.

Adoption of Agenda (SW/DC) 6-0

Stephen Wahrhaftig made a motion to adopt the agenda as presented. Dan Campbell seconded. Mr. McDonough requested to change the description of the agenda item pertaining to land development applications to say: "Discussion on the Township Manager's recommendation on how the Historical Commission engages during the land development process involving historic resources and providing proper notification to the Historical Commission of land development projects involving structures on the Westtown Township historic designation list". All were in favor of the amended motion.

Approval of Minutes (SD/DW) 6-0

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

Public Comment (Non-agenda items)

None

New Business

1. Land Development Applications

Pam Boulos acknowledged that the HC received an email from the Township Manager pertaining to the HC's participation in the most recent Planning Commission's meeting where the sketch plan for a potential land development was discussed. She summarized his recommendations, including that all items shall be first placed on the HC agenda and discussed with a subsequent motion prior to any action being taken by the HC. Patrick McDonough recapped the PC meeting that he and Mr. Wahrhaftig attended. He raised a concern that the HC should be notified when an application pertaining to historic resources is submitted to the Township. Ms. Carter explained that the Township was notified prior to the PC meeting that the potential tenant for the property decided not to proceed with the project, therefore there was no pending application. She also noted that she intended on making the HC aware of the project at their upcoming meeting. Mr. McDonough argued that the HC should have been notified when the sketch plan was submitted. Ms. Carter reminded that there was no process established in the existing ordinance for the review by the HC. Dave Walter suggested for the Township to notify the HC as a courtesy. Mr. McDonough recommended monitoring the PC's agendas in the future. Mr. Wahrhaftig

believed that it would be a good idea to explore the history of the property to be ready when such application comes in. Mr. Walter recapped that John Hoppe (former HC member) previously researched the history of the property and suggested sending a copy of that document to Kurt Wolter, who is the owner of 1032 and 1036 Wilmington Pike. Mr. Wahrhaftig volunteered to do so.

2. Priorities for 2024

Pam Boulos asked the HC members to weigh in on the priorities for the next year. She acknowledged that the amendments to the historic preservation ordinance were the priority for the next year. Ms. Carter provided an update that the Township solicitor was still in the process of reviewing it. The HC discussed focusing on the following additional items: continued development of oral history, development of design guidelines for historic resources, participation of Westtown in America250, and potential establishment of a history center. Stephen Wahrhaftig noted that the oral history initiative was reliant on the former HC member who stepped down in 2023, therefore, there was not much progress made. He volunteered to take the lead on the project. The HC agreed. Patrick McDonough suggested for the HC to work on developing the design guidelines to support the amendments to the historic preservation ordinance, which will serve as a policy guidance document when reviewing applications. The HC agreed. There was a detailed discussion on the celebration of America250. Mr. McDonough suggested focusing educational efforts on Oakbourne Park. He commented that the most attended event at the park was the Rustin High School senior photo day. He believed that the HC's participation in that event was a good opportunity for education and outreach. There was a discussion on planning for the potential establishment of the history and/or heritage center in Westtown. The HC were in agreement that Darlington Inn would be a great location for such center. Dan Campbell suggested that it might be similar to the history center in Kennett. Dave Walter believed that before any planning, the HC should ask for a feedback from the Board. Ms. Carter recommended for the HC to write a memo with the preliminary proposal for the proposed use of the building. The HC agreed that more discussion was needed on this subject.

3. Wreaths Across America

Patrick McDonough explained that the Wreaths Across America organization focuses on celebrating veterans by placing simple wreaths with a red bow on military gravesites around the country. He believed that it was an honorable initiative to participate in and suggested for Westtown to take a part. Dave Walter raised question about potential sites. He wondered whether the Taylor Memorial and Camp Elder sign would be appropriate locations. The HC agreed to participate next year.

4. Chester County Heritage Tourism Marketing Campaign

Dan Campbell provided a quick recap of the presentation on November 16, 2023 on findings and recommendations by SWELL, a marketing agency, which was hired to develop messaging for the Chester County Heritage Tourism Plan. He explained that the presentation focused on a variety of marketing materials are in the process of being developed to be utilized by municipalities. Pam Boulos suggested for the HC to continue partnering with Westtown School on future educational tours and potentially incorporating FarmerJawn for educational lectures on agriculture.

Old Business

1. Community Education

A. Historic Markers

Stephen Wahrhaftig recapped the feedback from the Board questioning the selection criteria for historic markers. He acknowledged that Sarah Starkweather was not a resident of Westtown, but believed that installation of signage at the school building which was named after her was a good thing to do. The HC agreed. Other members suggested potential sign markers for the Huey Ruins site, Oakbourne Mansion or at the site where serpentine quarry once operated. Mr. Wahrhaftig suggested that more research was needed to verify whether Starkweather was the first female superintendent in the United States. He believed that the next step would be to reach out to the National Teacher's Association with the discovery to get their feedback. The HC agreed.

Public Comment (All Topics)

None

Announcements

1. Ms. Carter announced that a special meeting to render an oral decision on the Stokes Estate flexible development application is scheduled for December 27, 2023.
2. Ms. Carter announced that if the HC intends on advertising the schedule for the next year's lecture series in the spring issue of Westtown gazette, it needs to be finalized. She suggested to come up with the list of lectures series and potential dates. Dave Walter noted that the HC has already compiled a list and just needs to determine which lectures to do this upcoming year.

Adjournment (DW/DC) 6-0

David Walter made a motion to adjourn at 8:37 pm. Dan Campbell seconded. All were in favor of the motion.

Next HC meeting: **January 9, 2024 @ 7:00 PM**

HC Representative at next Board of Supervisors Meeting:

- **Tuesday January 2, 2024 @ 7:30 pm** – Stephen Wahrhaftig

Respectfully submitted,
Stephen Dabrowski
Historical Commission Secretary

Memo

To: Westtown Board of Supervisors
From: Liudmila Carter, Director of Planning & Zoning, & Jonathan Altshul, Township Manager
Date: December 28, 2023 (updated from November 30, 2023)
Re: Proposed Updates to 2024 Fee Schedule

As was discussed in the December 4 Workshop, staff is proposing a series of changes to the Township's fee schedule in 2024, as outlined below. Overall, these changes should have only a nominal impact on Township revenues. Even with these proposed changes, our fee schedule would still reflect lower charges for services in Westtown than in other area municipalities.

As you know, building permit revenues are shared 80/20 between our third-party building inspector and the Township. In any given year, the Township's share of net permit revenue is between about \$35,000 and \$55,000, depending on the volume of construction activity. This revenue covers about 33%-45% of the Township's permit-related personnel costs.

However, the Township has not raised building permit fees since Code Inspections was appointed in 2017. Therefore, Code Inspections has requested an increase in building permit fees by approximately 10%-15% to reflect inflationary trends and its own costs to provide these services.

In addition to the proposed building permit increases, staff is proposing amendments to many of its Zoning Review Fees. First, we would recommend eliminating the \$25 "administration fee" on all residential permits that was adopted as part of the 2023 fee schedule. This fee, which was intended to recover more costs for our permitting services, was never fully implemented, as it was duplicative of the 80/20 cost recovery model already in place and was difficult to explain to residents. Second, we would propose formalizing some fees that we have charged in the past, but have not previously been in the fee schedule, including minor home occupation review (\$50), signs (\$50-\$100), and forestry (\$100).

Staff would also recommend increasing our escrow requirements for projects requiring review by Township consultants, as the initial deposits are rarely sufficient to cover the Township's full costs, which in turn requires that the applicant refresh their account mid-project. Therefore, increases are proposed for stormwater review escrows (from \$2,500 to \$3,000 for "simplified approach" and \$3,000 to \$5,000 for larger projects) and Zoning Hearing Board fees—which are themselves escrow payments—from \$850 to \$1,000. In addition, the fee schedule adds a new escrow requirement for driveway widenings involving Belgian Blocks, based on analysis performed by Cedarville in Rustin Walk. Importantly, these escrow fees are only used to pay Township consultants. Excess funds are returned to applicants and not retained by the Township.

Finally, the draft fee schedule updates the fees for Park Permits and Meeting Room Rental, based on discussion at the November 6 Workshop, in order to increase public access to public spaces.

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2024-01

**A RESOLUTION ESTABLISHING AND CONSOLIDATING THE
VARIOUS FEES AND CHARGES IMPOSED BY WESTTOWN
TOWNSHIP PURSUANT TO THE CODE OF WESTTOWN TOWNSHIP**

WHEREAS, the Code of Westtown Township authorizes the Board of Supervisors to establish various fees and charges by Resolution, and:

WHEREAS, the Board of Supervisors believes that it's in the best interests of the Township to consolidate all of the fees and charges into a single Resolution,

BE IT RESOLVED THAT the Westtown Township Board of Supervisors hereby establishes the following Fee Schedule effective January 2, 2024.

I. Building Permit Fees

- A. Residential Building Units - 1 and 2 family residential buildings.**
 - 1. See Attachment A.
 - 2. PA Uniform Construction Code - \$4.50
 - 3. Township Certificate of Occupancy - \$15.00
 - 4. Zoning review fee – see Section II
- B. Nonresidential Building Units - includes commercial, industrial, institutional, and multi-family dwelling units**
 - 1. See Attachment B.
 - 2. PA Uniform Construction Code - \$4.50
 - 3. Township Certificate of Occupancy - \$15.00
 - 5. Zoning review fee – see Section II
 - 6. Change in tenant - See Section II
- C. Building Code Official (BCO) - See Attachment A.**
- D. Sewer Connections (Tapping Fees)**
 - 1. Gravity connection to West Goshen Treatment Plant - \$3,164.00 tapping fee, plus building permit fee(s).
 - 2. Low pressure connection to West Goshen Treatment Plant - \$3,164.00 tapping fee, \$2,500.00 Township Sewer Engineer review escrow, and building permit fee(s).
 - 3. Gravity connection to Westtown Chester Creek Treatment Plant - \$2,929.76 tapping fee and building permit fee(s).
 - 4. Low pressure connection to Westtown Chester Creek Treatment Plant - \$2,929.76 tapping fee, \$2,500.00 Township Sewer Engineer review escrow, and building permit fee(s).

- E. Annual Contractors Registration,
 - 1. Per Company - \$30.00
 - 2. Note: For new residential construction projects and all nonresidential construction projects only. This does not apply to home improvement contractors registered with the PA State Attorney General.
- F. Appeals to the West Chester Area Council of Governments Joint Appeals Board
 - 1. Residential - \$500.00
 - 2. Commercial - \$2,500.00
 - 3. Notes:
 - a. PA UCC Continuing Education Fee of \$4.50 is added to all building permits.
 - b. Any person who commences work on a building, structure, electrical, gas, mechanical, plumbing system, or any other item that requires a building permit prior to obtaining the necessary permits shall be subject to the working without a permit fee. The Township in its sole discretion may elect to issue a citation for violation of the applicable building code.

II. Zoning Permit Review Fees

- A. Building Permits - \$50.00
 - For all residential and non-residential additions, modifications and alterations, including decks.
- B. Non-Residential Permits
 - Change in Use - \$50.00
 - Change in tenant with or without associated building permits for tenant fit-out - \$25.00
- C. Fence Permits - \$50.00
- D. Accessory Structures - \$50.00
 - Accessory structures ≥ 250 square feet, ≥ 12 feet tall, or any structure with utilities requiring a building permit.
- E. Walls ≤ 48 inches in height - \$50.00
 - Walls > 48 inches (4 feet) in height require a building permit.
- F. Dumpsters, portable containers, storage trailers, etc.- \$50.00
 - Dumpsters, portable containers, storage trailers, etc. with utilities require both a building and a zoning permit.
- G. Floodplain review
 - \$75.00; plus
 - Township Engineer review costs – see Attachment C.
- H. Steep Slope Conservation review
 - \$50; plus
 - Township Engineer review costs – see Attachment C.
- I. Minor Home Occupation review - \$50.00
- J. Signs
 - On lots with residential use - \$50.00 per sign plus building permit fee(s).
 - On lots with nonresidential use - \$100.00 per sign plus building permit fee(s).
- K. Forestry - \$100.00
- L. Zoning Compliance Letter

- Residential – no charge
- Commercial - \$150.00

III. Miscellaneous Permit Fees

A. Stormwater Management, Erosion Control, and Grading Permit

1. Residential

- a. New impervious surface where cumulative area < 1,000 sq. ft. - \$40.00
 - Excludes accessory structures ≤ 250 sq. ft.
- b. New impervious surface where cumulative area is ≥ 1,000 sq. ft. but < 2,000 total sq. ft. and/or when projects require a Simplified Approach SWM review.
 - \$160.00; and
 - \$ 3,000.00 escrow for Township Engineer review and installation inspection(s):
- c. New impervious surface where cumulative area ≥ 2,000 sq. ft. and/or when projects require a Post-Construction SWM review.
 - \$160; and
 - \$ 5,000.00 escrow for Township Engineer review and installation inspection(s).
- d. Modifications to site grading and/or drainage - \$160.00
- e. Grading and/or Erosion Control Inspection – see Attachment C.
- f. Stormwater Management Appeal - \$500.00.
- g. Post-Construction Stormwater Operation and Maintenance Inspection Fee - \$250.00 per stormwater facility.
- h. Escrow requirement for driveway widenings involving Belgian Blocks - \$1,600.00.

2. Non-Residential

- a. Stormwater Management Review - See Attachment C plus \$ 5,000.00 Township Engineer review escrow.
- b. Stormwater Management Inspection - See Attachment C.
- c. Grading and/or Erosion Control Review - See Attachment C, plus \$ 2,500.00 Township Engineer review escrow.
- d. Grading and/or Erosion Control Inspection - See Attachment C.
- e. Stormwater Management Appeal - \$2,500.00.
- f. Post-Construction Stormwater Operation and Maintenance Inspection Fee - \$250.00 per stormwater facility.

3. Notes:

- a. The applicant shall pay the review fees of the professional consultants utilized by the Township during its building permit application review. The applicant shall submit the specified escrow to the Township at the time of the submission of the building permit application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional

consultants. The Township shall provide the applicant with an accounting of all monies disbursed from the account. If the account balance drops below an amount sufficient to cover costs associated with the application, the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the building permit application and payment of the final invoices from the professional consultants, the balance of funds in the account plus any interest shall be returned to the applicant.

- b. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests incurred during application review and construction up to improvements acceptance by the Township.
- c. In a case where both Stormwater Management Review and Grading and/or Erosion Control Review are required, only one escrow is needed.
- d. No final approvals will be granted until all outstanding obligations are satisfied.

B. Highway Occupancy Permit

1. See Attachment J.

IV. Resale Use and Occupancy Fees

A. Residential

1. Initial inspection - \$82.50
2. Re-inspection(s) - \$82.50
3. Missed Inspection - \$82.50 per occurrence

B. Nonresidential

1. Initial inspection - Minimum \$ 200.00 up to 2,000 sq.ft. plus \$24.00 per 1,000 sq.ft. thereafter.
2. Re-inspection(s) - \$82.50 per unit
3. Missed Inspection - \$82.50 per occurrence

V. Rental Premises Inspection Fees

- A. Inspection, 1-2 Units - \$60.00 per unit
- B. Inspection, 3-6 Units - \$50.00 per unit
- C. Inspection, 7 or more units - \$45.00 per unit
- D. Unit re-inspections - \$30.00 per unit
- E. Change in Designated Agent - \$50.00

VI. Subdivision and Land Development

- A. Property Line Adjustment or 1 Lot - \$125.00 plus \$2,500.00 escrow
- B. 2 to 3 Lots - \$125.00 plus \$3,500.00 escrow
- C. 4 to 10 Lots - \$640.00 plus \$7,500.00 escrow
- D. 10 or more Lots - \$1,300.00 plus \$15,000.00 escrow
- E. Additional costs for Subdivision, Land Development, and Lot Line and/or Minor Revision reviews shall be as follows:
 1. The applicant shall pay the review fees of the professional consultants utilized

by the Township during its review of the subdivision or land development application. The applicant shall submit the specified escrow to the Township at the time of the submission of the subdivision or land development application. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with an accounting of all monies disbursed from the account. If the account balance drops below an amount sufficient to cover costs associated with the application, the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the land development or subdivision application and payment of the final invoices from the professional consultants, the balance of funds in the account plus any interest shall be returned to the applicant.

2. The applicant shall reimburse the Township for the actual cost of all legal, engineering, inspections and materials tests incurred during application review and construction up to improvements acceptance by the Township.
3. The applicants shall pay all Chester County Planning Commission, Health Department, and Conservation District fees; PA Dept. of Environmental Protection and PA Dept. of Transportation review fees, and all recording costs.
4. No final approvals will be granted until all outstanding obligations are satisfied.

VII. Zoning Hearing Board Application

- A. Variance or Special Exception - \$ 1,000.00
- B. Appeal of a Zoning Officer Decision - \$ 1,000.00
- C. Challenge to the Flexible Development Procedure - \$ 1,000.00
- D. Challenge to the Zoning Ordinance/ Map - \$2,500.00
- E. Township Zoning Hearing Board Solicitor - See Attachment F
- F. Notes:

1. If the monies paid to the Township are insufficient to ensure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in amounts specified at the time of the request. The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.
2. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision.
3. No final approvals will be granted until all outstanding obligations are satisfied.

VIII. Conditional Use Application

- A. Application - \$2,500.00 plus \$10,000.00 escrow
- B. Additional hearing(s) continued on the record - \$550.00 per instance
- C. Notes:

1. If the monies paid to the Township are insufficient to ensure payment of all costs incurred in the disposition of the application, the Township shall require additional deposits in amounts specified at the time of the request.

The failure of the Township to demand additional deposits from time to time shall not relieve the applicant from liability for all costs, charges, fees, and expenses in excess of deposits.

2. Monies paid which are in excess of the actual costs shall be refunded to the applicant within 30 days of receipt of the written decision or after the receipt of the final consultant invoice, whichever happens last.
3. Conditional Use Professional Consultants - the applicant shall pay the review fees of the professional consultants utilized by the Township during its review of the conditional use application. The applicant shall submit a specified escrow to the Township at the time of the submission of the application for a conditional use. This money shall be placed in an interest bearing account held by the Township and monies shall be disbursed from this account to pay the actual costs of the professional consultants. The Township shall provide the applicant with a breakdown of all monies disbursed from the account. If the account balance goes below \$500.00 the applicant shall deposit additional monies as deemed necessary by the Township Manager. Upon approval or denial of the conditional use application and payment of the final invoices from the professional consultants the balance of funds in the account plus any interest shall be returned to the applicant.
4. No final approvals will be granted until all outstanding obligations are satisfied.

IX. On Lot Septage Management Program and Refuse Collection, per quarter

- A. Refuse - \$100.00
- B. On Lot Septage Management Program Service Fee - \$6.00
- C. An additional 5 percent (5%) charge will be added to all late payments.

X. Residential Public Wastewater (Sewage) and Refuse Collection, per quarter

- A. Refuse - \$100.00
- B. Single Family Dwelling
 1. West Goshen Sewer District - \$205.00
 2. Westtown Chester Creek Sewer District - \$205.00
- C. Multiple Occupancy Building (per private living unit)
 1. West Goshen Sewer District - \$205.00
 2. Westtown Chester Creek Sewer District - \$205.00
- D. An additional 5 percent (5%) charge will be added to all late payments.

XI. Sewer, Refuse, and Real Estate Tax Certification

- A. Per certification - \$15.00
All fees must be paid in full prior to issuance of the Certification.
- B. Duplication of Tax Bills - \$5.00

XII. Returned Checks and ACH Payments

- A. Any check or ACH payment received by the Township pursuant to this resolution or any other ordinance shall be deposited in the authorized Township depository (bank).
- B. All checks or ACH payments returned by the Township depository (bank) to the Township, for insufficient funds or any other reason shall have a letter written to the check writer or ACH payee advising that his check or ACH payment has been returned by the bank and that he should re-issue payment immediately.
- C. The check writer or ACH payee's account shall be updated to indicate that a payment was not made.
- D. Any check or ACH payment that is returned to the Township will result in the imposition of a \$35.00 fee in addition to any fees imposed by the Township depository (bank), both of which shall be applied to the appropriate account.

XIII. Park Fees

- A. Oakbourne Upper Field - \$100.00 per day, per use. The fee shall be waived Monday-Thursday when reserved for Resident applications for individual use not associated with an organization.
- B. Oakbourne & Tyson Park Pavilions
 - 1. Resident - \$50.00 per use. The Resident fee shall be waived Monday-Thursday for applications for individual use not associated with an organization.
 - 2. Non-Resident - \$75.00 per day
- C. The Board of Supervisors reserves the right to adjust, modify, alter, or waive any Park fees at their discretion.

XIV. Township Facilities

- A. Westtown Township Administration Building meeting room - \$350.00 per use, except for civic groups as designated by the Township Manager.
- B. The Board of Supervisors reserves the right to adjust, modify, alter, or waive the fee for any Township facility at their discretion.

XV. Solicitation (Transient Merchant) License Fees

- A. License
 - 1. One Month - \$35.00
 - 2. One Year - \$250.00
- B. Background Check (required) - \$25.00 per year

XVI. Township Solicitor Fees

- A. Township Solicitor - See Attachment D

XVII. Copying of Township Records

The cost for the copying of Township records pursuant to the "Right to Know Law" as amended, shall be as follows:

- A. Postage - The actual cost of USPS first-class mailing.
- B. Duplication - The fees are based upon the duplication of records in black & white on standard 8.5" x 11" paper or 8.5" x 14" paper. All larger records, including but not limited to plans, maps, and similar documents are "over-size" records for purposes of the Fee Schedule.
 - 1. Photocopy - \$0.25 per single sided copy up to 1,000 pages; \$0.20 per copy beyond 1000 pages.
 - 2. Facsimile/Microfiche/Other Media - the actual cost to duplicate the record.
 - 3. Conversion of electronic media only records to paper - if a record is only maintained in electronic media, the fee shall be the lesser of: \$0.25 per page (8.5 x 11") or the Township's cost to duplicate the record.
 - 4. Over-size records - Documents that must be sent out for duplication shall be billed at the Township's actual cost.
 - 5. Color documents - color documents that must be sent out for duplication shall be billed at the Township's actual cost.
- C. Certification - \$5.00 per record.
- D. Use of own copier - A requester may utilize his own copier provided the device is self-powered, i.e., it may not be plugged into a Township power outlet. Any duplication by the requester must be done with a Township employee present.
- E. Direct access to the Township computer system is prohibited.
- F. No original records may be removed from the Township building by a requester.

XVIII. Working Without Required Permits

The penalty for conducting work without securing required permits.

- A. Residential - \$150.00
- B. Commercial - \$250.00

XIX. Effective Date

The fees outlined in this Resolution shall be effective on January 2, 2024.

RESOLVED AND ADOPTED as a Resolution this 2nd day of January, 2024.

**WESTTOWN TOWNSHIP
BOARD OF SUPERVISORS**

ATTEST:

Township Secretary

Chair

Vice Chair

Police Commissioner

Attachments – Fee Schedules

- A.** Westtown Township Residential Building Permit Fee Schedule
- B.** Westtown Township Nonresidential Building Permit Fee Schedule
- C.** Cedarville Engineering Group LLC, Township Engineer Fee Schedule
- D.** Gawthrop Greenwood, PC, Township Solicitor Fee Schedule
- E.** Albert Federico Consulting LLC, Township Traffic Engineer Fee Schedule
- F.** Ronald Agulnick, Esq., Township Zoning Hearing Board Solicitor Fee Schedule
- G.** Buckley, Brion, McGuire & Morris LLP, Planning Commission Solicitor Fee Schedule
- H.** Cedarville Engineering Group LLC, Township Stormwater Engineer Fee Schedule
- I.** Carroll Engineering Corporation, Township Sewer Engineer Fee Schedule
- J.** Highway Occupancy Permit Fee Calculation Sheet
- K.** Mingis, Gutowski & Company, LLP, Annual Audit Fee Schedule
- L.** Siana Law, Conflict Counsel

Attachment A:

Westtown Township

Residential Building Permit Fee Schedule

1. Building Permit Fees

a. New Construction, Additions, & Accessory Structures

- I.** \$ 350.00 plus \$ 0.35 per ft² of floor area
- II.** Partial New Construction Projects calculated as follows:
 - 1.** Footing & Foundation- 10% of above formula
 - 2.** Framing- 50% of above formula
 - 3.** Interior Alterations- 40% of above formula

Note: Square footage (ft²) is defined as gross floor area of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor-to-ceiling height of 6'6" or more.

b. Alterations & Renovations where ft² does not apply

- I.** \$ 350.00 plus \$ 0.35 for each \$1,000.00 of construction value up to the first \$10,000.00, and then \$10.00 for every additional \$1,000.00 of construction value.

c. Construction Permit Calculations

- I.** Building Permit Fee- 65% of total from **a.** or **b.**
- II.** Plumbing Permit Fee- 23% of total from **a.** or **b.**
- III.** Mechanical Permit Fee- 12% of total from **a.** or **b.**
- IV.** Energy Permit Fee- 10% of total from **a.** or **b.**
- V.** Electric Permit Fee- See **3.** below

d. Fire Plan Review and Inspection

- I.** \$ 125.00 plus \$0.10 per ft² of floor area

e. Re-inspection(s)

- I.** Per instance- \$ 75.00

f. Revisions, Alterations and/ or Addition to Existing Permit

- I.** Per instance- \$ 75.00

g. Use of the Building Code Official

- I.** Per hour- \$75.00

2. Additional Permit Fees

a. Uncovered Decks- \$130.00 plus \$ 0.30 per ft²

b. Demolition

- I.** Without utilities and foundation \$ 150.00
- II.** With utilities and/ or foundation \$ 200.00

c. Swimming Pool, Hot Tub, Etc.

- I.** Above ground- \$ 150.00
- II.** In ground- \$ 300.00

d. Re-roofing

- I.** Per Building \$ 125.00

e. Indirect replacement of HVAC equipment

	I.	Per unit-	\$ 125.00
f.		Alteration to plumbing system	
	I.	Per fixture-	\$ 60.00
g.		Lateral line repair or replacement	
	I.	Sewer Line	\$ 130.00
	II.	Water Line	\$ 130.00
3.		<u>Electrical Permit Fees</u>	
a.		General Inspections	
	I.	Rough Inspection	
	1.	Base Fee	\$ 80.00
	2.	Cost per fixture	\$ 0.75
	II.	Final Inspection	
	1.	Base Fee	\$ 80.00
	2.	Cost per fixture	\$ 0.75
b.		Minor work, less than 5 fixtures-	\$ 80.00
c.		Solar Panels	
	I.	First 10 Panels	\$ 25.00 per panel
	II.	Each additional Panel	\$12.00 per additional panel
		Note: All associated feeders, services, motors, etc. are calculated in accordance to the appropriate fee schedule section.	
d.		Service Meter Equipment	
	I.	Up to 100 amp	\$ 115.00
	II.	200 to 400 amp	\$ 180.00
	III.	600 to 1200 amp	\$ 500.00
	IV.	Over 1200 amp	\$ 950.00
	V.	Each Additional Meter	\$ 20.00
e.		Main and/ or Sub Panels	
	I.	Up to 100 amp	\$ 115.00
	II.	200 to 400 amp	\$180.00
	III.	600 to 1200 amp	\$ 500.00
	IV.	Over 1200 amp	\$ 1,000.00
f.		Temporary Service	\$ 115.00
g.		Swimming Pools	
	I.	Pool Bonding-	\$ 125.00
	II.	Pump Wiring-	\$ 125.00
h.		Hard Wires Appliances/ Units	
	I.	For the first item	\$ 80.00
	II.	For each additional item	\$ 20.00
i.		Generators, transfer switch and equipment	
	I.	Up to 10 KW	\$ 45.00

	II.	Over 10 KW to 50 KW	\$ 150.00
j.		Alarm Systems	
	I.	For the first device	\$ 80.00
	II.	All additional devices	\$ 20.00
k.		Reintroduction of Power-	\$ 145.00
l.		Certification of existing electric panel	
	I.	Per Panel	\$ 145.00
m.		Additional Services	

Note: any fee not outlined or applicable in this “Residential Building Permit Fee Schedule” document will be subject to the applicable fee as outlined in “Attachment B: Westtown Township Nonresidential Building Permit Fee Schedule.”

Attachment B:

Westtown Township

Nonresidential Building Permit Fee Schedule

1. Building Permit Fees

a. New Construction, Additions, & Accessory Structures

- I.** \$ 350.00 plus \$ 0.35 per ft² of floor area
- II.** Partial New Construction Projects calculated as follows:
 - 1.** Footing & Foundation- 10% of above formula
 - 2.** Framing- 50% of above formula
 - 3.** New Tennant Fit Out- 40% of above formula

Note: Square footage (ft²) is defined as gross floor area of all floors within the perimeter of the outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor-to-ceiling height of 6’6” or more.

b. Alterations & Renovations where ft² does not apply

- I.** \$ 350.00 plus \$ 0.35 for each \$1,000.00 of construction value up to the first \$10,000.00, and then \$10.00 for every additional \$1,000.00 of construction value.

c. Construction Permit Calculations

- I.** Building Permit Fee- 65% of total from **a.** or **b.**
- II.** Plumbing Permit Fee- 23% of total from **a.** or **b.**
- III.** Mechanical Permit Fee- 12% of total from **a.** or **b.**
- IV.** Energy Permit Fee- 10% of total from **a.** or **b.**
- V.** Electric Permit Fee- See **3.** Below

d. Accessibility Plan Review and Inspection

- I.** \$ 150.00 plus \$ 0.10 per ft² of floor area

e. Fire Plan Review and Inspection

- I.** \$150.00 plus \$0.10 per ft² of floor area

f. Re-inspection(s)

- I.** Per instance- \$ 100.00

g. Revisions, Alterations and/ or Addition to Existing Permit

- I.** Per instance- \$ 100.00

h. Use of the Building Code Official

- I.** Per Hour- \$75.00

2. Additional Permit Fees

a. Uncovered Decks- \$ 125.00 plus \$ 0.30 per ft²

b. Demolition

- I.** With utilities and/ or foundation \$ 185.00

c. Swimming Pools

- I.** Above ground- \$ 150.00
- II.** In ground- \$ 300.00
- III.** PA Pool Certification \$ 425.00

d. Re-roofing and Siding

I.	Per Building	\$ 125.00
e.	Indirect replacement of HVAC equipment	
I.	Per unit-	\$ 125.00
f.	Alteration to plumbing system	
I.	Per fixture-	\$ 60.00
g.	Lateral line repair or replacement	
I.	Sewer Line	\$ 130.00
II.	Water Line	\$ 130.00

3. Electrical Permit Fees

a.	General Inspections	
I.	Rough Inspection	
1.	Base Fee	\$ 80.00
2.	Cost per fixture	\$0.50
II.	Final Inspection	
1.	Base Fee	\$ 80.00
2.	Cost per fixture	\$ 0.75
b.	Minor work, less than 5 fixtures-	\$ 80.00
c.	Solar Panels	
I.	First 10 Panels	\$ 25.00 per panel
II.	Each additional Panel (up to 60)	\$ 10.00 per additional panel
III.	Each additional Panel (above 60)	\$5.00 per additional panel
	Note: All associated feeders, services, motors, etc. are calculated in accordance to the appropriate fee schedule section.	
d.	Fire Pump Controller	
I.	Per Unit	\$ 65.00
e.	Service Meter Equipment	
I.	Up to 100 amp	\$ 115.00
II.	200 to 400 amp	\$ 180.00
III.	600 to 1200 amp	\$ 500.00
IV.	Over 1200 amp	\$ 950.00
V.	Each Additional Meter	\$ 20.00
f.	Motors	
I.	Up to 5 HP	\$ 45.00
II.	Over 5 up to 20 HP	\$ 80.00
III.	Over 20 HP up to 100 HP	\$ 200.00
IV.	Over 100 HP up to 200 HP	\$ 265.00
V.	Over 200 HP	\$ 265.00 plus \$50.00 for each 50 HP over 200HP
g.	Main and/ or Sub Panels	
I.	Up to 100 amp	\$ 115.00

II.	200 to 400 amp	\$ 180.00
III.	600 to 1200 amp	\$ 500.00
IV.	Over 1200 amp	\$ 1,000.00
h.	Temporary Service	\$115.00
i.	Swimming Pool, Hot tub, etc.	
I.	Pool Bonding-	\$ 125.00
II.	Pump Wiring-	\$ 125.00
j.	Signs with electric	
I.	First sign	\$ 80.00
II.	Each additional sign	\$ 20.00
k.	Parking Lot Lighting	
I.	First Light/ Pole	\$ 80.00
II.	Each additional light/ pole	\$ 20.00
l.	Hard Wired Appliances/ Units	
I.	For the first item	\$ 80.00
II.	For each additional item	\$ 20.00
m.	Generators & Equipment, Welders, Furnaces, etc.	
I.	Up to 10 KW	\$ 45.00
II.	Over 10 KW to 50 KW	\$ 150.00
III.	Over 50 KW to 100 KW	\$ 200.00
IV.	Over 100 KW to 300 KW	\$ 340.00
V.	Over 300 KW to 500 KW	\$ 500.00
VI.	Over 500 KW to 1000 KW	\$ 850.00
VII.	Over 1000 KW	\$ 850.00 plus \$60.00 per additional 200 KW increment
n.	Alarm Systems	
I.	For the first device	\$ 80.00
II.	Every additional 5 devices	\$ 20.00
o.	Reintroduction of Power-	\$ 145.00
p.	Certification of existing electric panel	
I.	Per Panel	\$ 145.00
q.	Additional Services	

Note: Any fee not outlined or applicable in this “Nonresidential Building Permit Fee Schedule” document will be subject a fee as outlined by the Building Code Official prior to review of the permit application.

Attachment C:

Cedarville Engineering Group LLC

Township Engineer Fee Schedule



October 18, 2023

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

RE: Letter of Interest
Westtown Township

Dear Mr. Altshul,

With sincerest gratitude, the team at Cedarville Engineering Group, LLC appreciates the opportunity to work with Westtown Township. It has been our pleasure to serve the community in 2023 and we look forward to finishing the year providing value and excellence in service and communication. We do hope to continue the relationship with the Township and have attached our rates for 2024 as a courtesy for planning and budgeting purposes.

As a valued client, your comments and opinions are very important to us. If you have any concerns or questions, please bring them to my attention.

Best Regards,
Cedarville Engineering Group, LLC

Robert E. Flinchbaugh, P.E.
Municipal Team Lead

Enclosure

Cedarville Engineering Group, LLC

159 E High St., Suite 500, Pottstown, PA 19464 | P: (610) 705-4500 CedarvilleEng.com



2024 SCHEDULE OF BILLABLE HOURLY RATES / EXPENSES

<u>TITLE</u>	<u>RATE</u>
Construction Inspector I	\$100.00
Construction Inspector II	\$ 111.00
Construction Manager	\$141.00
Construction Estimator	\$180.00
Construction Superintendent	\$129.00
Designer I	\$ 95.00
Designer II	\$141.00
Engineer I	\$102.00
Engineer II	\$ 114.00
Engineer III	\$136.00
Engineer IV	\$155.00
Engineer V	\$179.00
Environmental Scientist/GIS I	\$102.00
Environmental Scientist/GIS II	\$114.00
Environmental Scientist/GIS III	\$136.00
Environmental Scientist/GIS IV	\$155.00
Environmental Scientist/GIS V	\$179.00
Geospatial Engineer	\$206.00
Survey PM	\$149.00
Principal	\$195.00
Assistant Project Manager	\$129.00
Project Manager I	\$122.00
Project Manager II	\$148.00
Technical Assistant	\$ 85.00
Zoning Officer	\$ 94.00
Director of Project Management	\$206.00
Management Assistant	\$ 93.00
Health and Safety Officer	\$ 93.00

<u>EXPENSES</u>	
Photocopies	\$0.25 per copy
Plotter Reproduction	\$2.00 per square foot
Other Reproduction	Square foot rate subject to type of material used
Transportation	Prevailing IRS Rate
Expenses	
Other Direct Costs	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials



Attachment D:

**Gawthrop Greenwood PC
Township Solicitor Fee Schedule**



Gawthrop Greenwood, PC
Attorneys at Law

17 East Gay Street p. 610.696.8225
West Chester, PA 19380 www.gawthrop.com

Patrick M. McKenna
610.696.8225 x 1550
610.344.0922 fax
pmckenna@gawthrop.com

October 4, 2023

Jon Altshul, Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395-0079

Re: 2024 Fees For Legal Services

Dear Jon:

Attached is our engagement letter setting forth the terms of our engagement for 2024. Please be advised that for 2024, Gawthrop Greenwood has no plans to change the rates or the terms of engagement under which we currently service Westtown Township.

The firm is pleased to have the continuing opportunity to provide legal services to the Township in 2024 at our current rate of \$200 per hour. I highly value our long-standing relationship with Westtown Township and its officials and staff. I would expect that for purposes of budgeting you would be safe in assuming that our experience in 2024 will be similar to the amount of work we did in 2023.

Very truly yours,

Patrick M. McKenna

Enclosure

cc: Cindi King, Director of Finance



Gawthrop Greenwood, PC
Attorneys at Law

17 East Gay Street p. 610.696.8225
West Chester, PA 19380 www.gawthrop.com

Patrick M. McKenna
610.696.8225
610.696.7111 fax
pmckenna@gawthrop.com

October 4, 2023

Jon Altshul, Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395-0079

RE: *Solicitorship – Westtown Township*

Dear Jon,

We are pleased to have been engaged to serve as legal counsel to the Westtown Township. Our representation is limited to the matter as described below. To the extent you wish to engage our firm to represent you regarding other matters, you will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation. If you do not understand all of the terms or language in this engagement agreement, please contact Patrick M. McKenna, Esquire prior to signing this engagement agreement.

Identification of Parties: This Engagement Agreement is made between Gawthrop Greenwood, PC, hereinafter to as “Law Firm,” or “We” or “Our” or “Us” and the Westtown Township hereinafter referred to as “You” or “Client(s).” Moreover, Law Firm represents only you and represents no other individual or entity in this matter. Furthermore, there are no intended third-party beneficiaries to the relationship between our law firm and you.

Scope of Representation: We have been engaged to represent the Westtown Township as general counsel or Solicitor to handle all matters of representation, except as we may later agree should be handled separately or by outside legal counsel.

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to initiating same.

Legal Fees and Billing Statements: We will submit a bill to you every thirty days. Expenses will be separately stated on the bill and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statements.

You are responsible for payment of all legal fees, expenses, and disbursements, regardless of whether or not any money is recovered on your behalf through a settlement or judgment. Please see the "Expenses" provision and "Late Payment and Failure to Pay" provisions of this agreement for further information. To the extent we are successful in recovering a settlement or judgment on your behalf, all legal fees, costs and expenses not previously paid by you will be deducted from the gross amount recovered in the settlement or judgment. We will provide you with a summary statement listing these deductions at the time of any payment to you from a settlement or judgment.

On the basis of our time, charges are as follows:

\$200 per hour for the services of partners;

\$200 per hour for the services of associates;

\$125 per hour for the services of paralegals; and

\$80 per hour for the services of administrative assistant.

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify you of such adjustments.

I will act as Solicitor and lead counsel for you and will be the principal point of contact. In addition, I will be supported by my partner, Stacey L. Fuller, Esquire and my colleagues Robert C. Jefferson, IV, Esquire and Ellen B. Koopman, Esquire who are associate attorneys with the Law Firm. Other individuals may assist with the case from time to time or even assume the case as lead attorney. The use of junior lawyers, paralegals, and law clerks results in a direct savings to you, since they can more economically perform tasks which do not require the attention of a senior partner. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact us to discuss these issues.

It is our policy to describe services performed in a detailed manner so that you may be able to understand fully the services and the charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with you at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, you agree to notify us in writing or email within 30 days of receiving our billing statement if you dispute any entry for legal services or charges on any billing statement. In the absence of any written objections thereto within 30 days of your receipt of a billing statement, you will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

In addition, if as a result of our engagement, we are required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation, or dispute involving you or any related persons, you are responsible for costs and expenses reasonably incurred by us (including professional and staff time at then-scheduled hourly rates and reasonable attorneys' fees and costs incurred by us).

Expenses: In the course of rendering legal services to you, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, meals, and overtime for Law Firm administrative and other staff services. The actual expenses and administrative fees incurred will vary depending on the services that we provide to you. Certain expenses and administrative fees may include an adjustment, above cost, to cover our expenses and administrative fees in providing

the billed service. However, expenses paid entirely to third parties, such as travel and lodging expenses, will be billed to you as our out-of-pocket costs.

Expense items and administrative fees incurred on your behalf will be itemized separately and listed on our billing statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is customary, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

Late Payment and Failure to Pay: If you fail to pay our statements in full on or before the due date set forth on the statements, we reserve the right to assess you with a monthly service charge equal to 1% of all legal fees, expenses, administrative fees and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law.

In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the legal and administrative fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work.

File Retention and Destruction: At the conclusion of your matter, this matter will be closed, and we will retain a client file of your matter for a period of seven years. We may store some or all client file materials in a digital format. In the process of digitizing such documents, any original paper documents provided by you will be returned to you. Any copies of paper documents provided by you will not be returned to you unless you request such copies in writing. After any or all paper documents are digitized, we will destroy all paper documents in the client file, subject to the exceptions noted above. At the expiration of the seven-year period, we will destroy all client file materials unless you notify us in writing that you wish to take possession of them. This clause applies to any client file materials being held or stored by a third-party vendor. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files, as delineated in the Expenses section of the Engagement Agreement.

Client Review of this Agreement: You have a right to have this engagement agreement reviewed by another Law Firm prior to signing it. Likewise, you have the right to review this engagement agreement outside the presence of this Law Firm and away from the Law Firm's office prior to signing it. You understand that this Law Firm is not retained until the signed original engagement agreement is returned to the Law Firm, including the corresponding retainer.

If you have any questions or concerns about the terms of this engagement agreement, please contact us immediately. On behalf of the Law Firm, we appreciate the opportunity to represent you in this matter.

Very truly yours,



Patrick M. McKenna

By signing this agreement, I confirm that have I read this engagement agreement, understand its provisions, and agree to abide by it.

ACKNOWLEDGED AND AGREED TO:

Jon Altshul
Township Manager

Date

[Client Signature]

Attachment E:

Albert Federico Consulting LLC

Township Traffic Engineer Fee Schedule



ALBERT FEDERICO CONSULTING, LLC

Traffic Engineering and Mobility Solutions

133 Rutgers Avenue
Swarthmore, PA 19081

October 31, 2023

via email only

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

Re: Municipal Traffic Engineering Services
Westtown Township, Chester County

Mr. Altshul:

It has been a pleasure working with the Township staff this year.

I look forward to continuing to support the Township in the new year. For 2024 Traffic Engineering Consulting services will be provided at the current rate of \$150 per hour plus reimbursable expenses.

Please do not hesitate to contact me at albert@federico-consulting.com or 610.608.4336 should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Federico'.

Albert Federico, P.E., PTOE

cc: JoAnne Grube, Director of Finance/Township Tax Collector

Attachment F:

Ronald Agulnick, Esq.

**Township Zoning Hearing Board Solicitor Fee
Schedule**

MEMO

Date: December 27, 2023

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: ZHB Solicitor Fee Schedule

Mr. Agulnick did not provide a written fee proposal for 2024. However, based on discussions with him and his past practice, he has proposed 2024 rates equal to those of the Township Solicitor, or \$200 per hour.

Attachment G:

Buckley, Brion, McGuire & Morris LLP Planning Commission Solicitor Fee Schedule



KRISTIN S. CAMP
p: 610.436.4400 Ext# 1050
f: 610.436.8305
e: kcamp@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

September 15, 2023

Via Electronic Mail to jaltshul@westtown.org

Westtown Township Planning Commission
Post Office Box 79
Westtown, PA 19395
Attn: Jon Altshul, Township Manager

Re: Appointment as Planning Commission Solicitor for 2024

Dear Jon:

Our Firm would be honored to continue to serve as Solicitor to the Westtown Township Planning Commission for the calendar year 2024. We respectfully request that the Township reappoint our Firm. If reappointed, our billing rates will remain at \$215.00 per hour for attorney's time and \$90.00 per hour for paralegal time.

We appreciate the Planning Commission's confidence in our Firm serving as its Solicitor and look forward to our continued relationship with the Commission and staff in the coming year. Please do not hesitate to contact me if you have any questions.

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink that reads 'Kristin S. Camp'.

Kristin S. Camp

KSC/jak

Attachment H:

Cedarville Engineering Group LLC

Township Stormwater Engineer Fee Schedule



PROPOSAL FOR PROFESSIONAL SERVICES

Date: November 22, 2023
Proposal Name: Westtown Township 2024 NPDES MS4 Permit Support Services
Client Name: Westtown Township, Attn: Jon Altshul, Township Manager
Client Address: 1039 Wilmington Pike
West Chester, PA 19382
Project Number: 0236-23-0324

Cedarville Engineering Group, LLC (CEG) is pleased to provide our proposal to support 2024 National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit activities for Westtown Township, Chester County, Pennsylvania.

PROJECT UNDERSTANDING AND BACKGROUND

The Township maintains a NPDES MS4 Individual Permit (PAI130528, Exp: 11/30/2024) for Stormwater Discharges from Small MS4s to protect water quality as mandated by the US Environmental Protection Agency (EPA) through the Clean Water Act and Pennsylvania Clean Stream Law. The Township is required to develop and enforce a comprehensive Stormwater Management Program by implementing Best Management Practices (BMPs) that focus on the following six (6) Minimum Control Measures (MCMs):

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

In addition to the MCMs, Westtown Township must follow the NPDES MS4 permit requirements below:

- Appendix B: Pollutant Control Measures (PCMs) for MS4 discharge to Chester Creek impaired for pathogens.
- Appendix E: Pollutant Reduction Plan (PRP) for MS4 discharges to surface waters impaired for sediment including Plum Run, Radley Run, Brandywine Creek, Chester Creek, East Branch Chester Creek, Hunters Run, and Ridley Creek.
- Appendix F: Total Maximum Daily Load (TMDL) Plan for phosphorus discharged from MS4 to Goose Creek.



Cedarville Engineering Group, LLC
Pennsylvania | Florida

P: 610-705-4500 E: info@CedarvilleEng.com

CedarvilleEng.com



Compliance with state and federal requirements must be demonstrated through the submission of an Annual MS4 Status Report due by September 30th of each year. This is the fifth (5th) and final year of the current permit cycle (Dec 1, 2019–Nov 30, 2024).

Westtown Township’s NPDES Individual MS4 Permit (PAI130528) expires on **November 30, 2024**. A renewal application must be submitted to PA Department of Environmental Protection (DEP) 180 days prior to the permit expiration date, which is **May 30, 2024**. Preparation of the individual permit renewal application packages is included in the scope of services provided below.

The tasks outlined in this proposal are suggested based on our history and understanding of the Township’s preference to complete certain tasks internally; however, the scope can be updated accordingly based on the Township’s needs.

SCOPE OF SERVICES

CEG’s experienced water resource professionals will assist the Township in maintaining compliance with state and federal requirements of the NPDES MS4 permit through completing activities of the MCMs. Assistance with implementing proposed BMPs for PRP compliance is not included in this proposal. Overall, the work completed through the requirements of the NPDES MS4 permit will raise awareness of stormwater as a point-source pollutant and demonstrate the Township’s actions and commitment to improving surface water quality.

CEG suggests the following scope of services in 2024 for Westtown Township to maintain NPDES MS4 permit compliance:

1.0 PRESENTATIONS AND TRAINING

CEG will present stormwater-related information to the public to increase awareness and involvement, as well as train municipal employees on the requirements for maintaining compliance with the MS4 Permit.

Public Meeting

CEG will give a presentation at a Township Board of Supervisors Meeting. The presentation will include a summary of progress, activities, and accomplishments since implementation of the Township’s Stormwater Management Program and will also provide opportunities for public comment. A public meeting presentation is required only once during the five (5) year permit term, but annual presentations are highly advised for compliance with MCM #2, BMP #3.

Educational Event

CEG will host an educational booth or table at one (1) Township event (i.e. Westtown Day or Fall Fest). The educational event will be focused on stormwater pollution prevention for residents in the community. This task assumes that the venue for the event will be provided at no cost to CEG or the Township.

Employee Training

CEG will provide Township employees stormwater management training at the Township Hall or an alternate Township facility. Per the NPDES MS4 Permit requirements, all relevant employees and contractors shall receive training (i.e., public works staff, building, zoning, and code enforcement staff, engineering staff, police, and fire responders, etc.). The training will consist of an interactive PowerPoint presentation covering an overview of the Stormwater Management Program including illicit discharge detection and elimination, dry weather outfall screening, BMP inspections, and good



housekeeping practices for municipal activities and facilities. A field component will be incorporated to include a mock garage/Township facility inspection. Employee training must be completed at least once per year and documented in the Annual MS4 Status Report, including the names of attendees and topics covered; this will satisfy MCM #6, BMP #3 of the NPDES MS4 permit.

Deliverables:

- Public Meeting Presentation
- Educational Event
- Township Staff Training

2.0 GIS MAPPING

The NPDES MS4 Permit requires the entire storm sewer collection system within the permittee's jurisdiction that are owned or operated by the permittee be mapped (including roads, inlets, piping, swales, catch basins, channels, and any other components of the stormsewer collection system); this includes privately-owned components of the collection system where conveyances or BMPs on private property receive stormwater flows from upstream publicly owned components. CEG will update the Township's GIS mapping to include any new land development stormwater infrastructure as well as Post Construction Stormwater Management (PCSM) and Small Project (LT1A) BMPs to comply with MCM #3, BMPs #2 and #3 of the NPDES MS4 Permit.

CEG will provide an updated PDF of the Township's MS4 Infrastructure Map for submission with the Annual MS4 Status Report as well as update the Township's Stormwater Web Map Application.

Deliverables:

- MS4 Infrastructure Map PDF and MS4 Infrastructure Web-based Application Map

3.0 NON-PRIORITY OUTFALL FIELD SCREENING

Westtown Township currently has 168 regulated MS4 outfalls that must be screened during dry weather once every five (5) years.

There are fifty-eight (58) 'non-priority' outfalls to be inspected during the current five (5)-year permit term. CEG will perform dry weather field screenings, document observations, and summarize the results in a report. If any signs of illicit discharge are observed from dry weather flow (color, odor, solids, scum, etc.), CEG will collect a sample for field and/or laboratory analysis to determine if flow is illicit. The Township will be notified. Any additional sampling will be considered an added service and invoiced accordingly on a time and expense basis.

Dry weather field screenings will be performed at observation points within the Township's right-of-way where applicable; therefore, entering private property should not be necessary. If access to private property is needed, the Township will assist with notifying the property owner to provide access. Outfall field screenings are listed under MCM #3, BMP #4 of the NPDES MS4 Permit.

Deliverables:

- Non-priority outfall screening forms, results, and report.

4.0 PRIORITY OUTFALL FIELD SCREENING

There are twenty-two (22) outfalls located in priority areas that require annual screening. Outfalls are considered priority outfalls because they drain known "hot spot" areas or areas with other risk factors.



CEG will perform dry weather field screenings, document observations, and summarize the results in a report. If any signs of illicit discharge are observed from dry weather flow (color, odor, solids, scum, etc.), CEG will collect a sample for field and/or laboratory analysis to determine if flow is illicit. The Township will be notified. This additional sampling will be considered an added service and invoiced accordingly on a time and expense basis.

Dry weather field screenings will be performed at observation points within the Township's right-of-way where applicable; therefore, entering private property should not be necessary. If access to private property is needed, the Township will assist with notifying the property owner to provide access. Outfall field screenings are listed under MCM #3, BMP #4 of the NPDES MS4 Permit.

Deliverables:

- Priority outfall screening forms, results, and report.

5.0 POST CONSTRUCTION STORMWATER MANAGEMENT (PCSM) BMP INSPECTIONS

The Township is required to ensure adequate operation and maintenance (O&M) of all PCSM BMPs listed in the approved inventory under MCM #5, BMP #3 of the NPDES MS4 Permit for Stormwater Discharges Associated with Construction Activities approved since March 10, 2003. The current inventory lists sixty-nine (69) PCSM BMPs. To monitor O&M by responsible party, CEG will perform an inspection that includes a site visit, photographs, and customized report with recommendations for corrective actions if deficiencies are noted.

This task assumes inspection of sixty-nine (69) PCSM BMPs to meet the minimum requirements of the NPDES MS4 Permit as stated above, as well as inspection of existing BMPs that were installed to reduce baseline pollutant loadings as part of the Township's Total Maximum Daily Load (TMDL) and Pollutant Reduction Plans. A final report summarizing the results of the PCSM BMP screenings including individual inspection forms will be provided to the Township. The Township is assumed responsible for providing notification of upcoming inspections to private property owners, and subsequent compliance, non-compliance, and/or violation letters.

Deliverables:

- Post-Construction Stormwater Management (PCSM) BMP inspection forms, results, and report.

6.0 SMALL PROJECT LESS THAN 1 ACRE (LT1A) BMP INSPECTIONS

As part of the measures listed in the individual O&M Agreements for BMPs in the Township that were constructed as part of small projects that included <1 acre of earth disturbance (LT1A) that required a stormwater permit from the Township. The Township inspects these BMPs once every 5 years. In 2024 those BMPs with O&M Agreements executed in 2019 will be due for inspection. CEG will conduct inspections of these BMPs and document results with photographs and customized reports. This task assumes inspection of fifty (50) BMPs (Permit Reference: MCM #5, BMP 3).

The results of these inspections will be summarized in a memo report to the Township. It is assumed the Township will provide CEG with BMP information including location, owner/responsible party, O&M Agreement, and plans.

Deliverables:

- Small project less than 1 acre (LT1A) BMP inspection forms, results, and report.



7.0 POLLUTANT REDUCTION PLAN/POLLUTANT CONTROL MEASURES UPDATE

The Township is required to complete a Pollutant Reduction Plan to address impaired waters within its municipal boundaries and reduce or eliminate discharges of sediment to these waters. This Pollutant Reduction Plan (PRP) must show reductions of nutrient and sediment loads to these waters by at least 10% and include projects to be implemented to achieve these reductions. In addition, because Chester Creek is impaired due to pathogens, pollution control measures must be implemented to address pathogens in these waters.

CEG will update the PRP and PCM as needed to continue to address reductions that were not achieved in the current permit term and/or to address any additional reductions required by PADEP.

It is assumed that these plans can be updated/modified using existing data that will be shared with CEG by the Township.

Deliverable:

- Updated/modified PRP and PCM.

8.0 NPDES MS4 INDIVIDUAL RENEWAL PERMIT APPLICATION

Westtown Township's NPDES Individual MS4 Permit (PAI130528) expires on November 30, 2024. CEG will prepare and submit a renewal application to PA DEP 180 days prior to the permit expiration date, which is May 30, 2024. Preparation of the individual permit renewal application packages will include a review and update, as required by PA DEP, of all permit items and plans included in the individual NPDES MS4 renewal application package.

The Township will provide documentation to CEG for any items needed to complete the individual NPDES MS4 permit application.

Deliverable:

- Submittal of individual NPDES MS4 permit application.
- Addressing one round of comments from regulatory agencies.

9.0 ANNUAL MS4 STATUS REPORT

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

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

Deliverable:

- Submittal of Annual NPDES MS4 Permit Report.

10.0 COMPLIANCE ASSISTANCE

CEG will allot time to meet, coordinate, and correspond with the Township and/or partnership associations to discuss the project. This task includes bimonthly project status meetings with Township staff. Additionally,



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

Deliverable:

- Six (6) bimonthly project status meetings with Township staff.
- Six (6) hours of compliance assistance as needed.

ASSUMPTIONS AND EXCLUSIONS

Our scope of services described above reflects the following assumptions:

- a) All tasks relating to the new 2018 NPDES MS4 Permit will be completed according to the Special Conditions of the 2018 NPDES MS4 General Permit (3800-PM-BCW0100d) dated 5/2016 (referred to as Permit).
- b) This proposal represents CEG’s responsibilities relating to NPDES MS4 Permit compliance. It does not represent the Township’s entire effort required for compliance with the NPDES MS4 Permit. Additional tasks that the Township is responsible for include, but are not limited to:
 - Reviewing the municipal stormwater webpage as required by PA DEP and updating as necessary (including checking to ensure all links are functioning and that there is a phone # listed to report illicit discharges).
 - Distributing and publishing stormwater educational material as required by MCM #1 (Public Education and Outreach) and MCM #3 (Illicit Discharge Detection and Elimination).
 - Notifying the County Conservation District within five (5) days of receiving a permit application involving greater than 1 acre of earth disturbance (MCM #4 Construction Site Runoff).
 - Providing CEG with documentation for any MS4 related activities for annual reporting purposes.
 - Implementing the BMPs proposed in the TMDL/PRP within five (5) years of approval.
 - Documenting and tracking illicit discharge reports and other stormwater-related complaints.
 - Documenting municipal facility and operations O&M self-inspection and record-keeping.
 - Administering and enforcing the Township Stormwater Ordinance.
- c) All deliverables will be provided to the Township electronically as PDFs, unless otherwise noted above.

PRINTING AND REPRODUCTION

Deliverables will be provided in a PDF format unless otherwise specified. The cost of the printing and reproduction will be billed according to the attached rate schedule should physical copies be required by the client or for submission.

APPLICATION AND REVIEW FEES

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

PROPOSAL COSTS

CEG is prepared to offer the aforementioned services as described above for the following **Fixed Fee**.



1.0 Presentations and Training	\$7,400.00
2.0 GIS Mapping	\$2,700.00
3.0 Routine Outfall Field Inspections	\$4,300.00
4.0 Priority Outfall Field Inspections	\$2,700.00
5.0 Post Construction Stormwater BMP Inspections	\$5,600.00
6.0 Small Projects Stormwater BMP Inspections	\$5,000.00
7.0 Pollution Reduction Plan/Pollutants Control Measures Update	\$4,200.00
8.0 NPDES MS4 Individual Permit Renewal	\$3,500.00
9.0 Annual NPDES MS4 Report	\$5,500.00
10.0 Compliance Assistance	\$5,100.00
Total Contract Price	\$46,000.00

CHANGES IN REGULATIONS

This proposal has been assembled based on current NPDES MS4 regulations and PA DEP guidance as of the contract date indicated above. As the regulatory process is ever changing, we reserve the right to alter our contract pricing should such occur after the date of the contract which would impact the project scope or level of effort. We make it a priority to stay abreast of industry regulations and will notify you as soon as we become aware of pending or actual changes which could impact the scope of work and the associated contract price. We will not proceed with any work under contract for which costs could deviate from the original contract amount due to changes in industry regulations without prior notice and your authorization to proceed under the new regulations.

PROPOSAL ACCEPTANCE PERIOD

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

STANDARD TERMS AND CONDITIONS

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

PROJECT BILLING

Team billing will be provided by CEG monthly. Bill will reflect the effort shown by our professionals within a given task. The estimated fees are based on experience. There may be occasions where one task will overlap to another. Payment on invoices is due in thirty (30) days.

PROPOSAL ACCEPTANCE

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

Westtown Township 2024 NPDES MS4 Permit Support Services

November 22, 2023

0236-23-0324



Should you have any questions regarding this proposal, please contact me directly at 610-705-4500.

Best Regards,

Cedarville Engineering Group, LLC

A handwritten signature in black ink, reading "Jennifer Orr-Greene". The signature is written in a cursive style.

Jennifer Orr-Greene
Environmental Team Lead

Attached: Standard Terms and Conditions
Schedule of Expenses



AUTHORIZATION TO PROCEED

I have read the **November 22, 2023** proposal by Cedarville Engineering Group, LLC (CEG) and the Standard Terms and Conditions for Professional Services in the matter of the **Westtown Township 2024 NPDES MS4 Permit Support Services**, and hereby authorize CEG to proceed with the work. I fully understand and agree that this authorization hereby commits Owner to retaining CEG for the scope of work, fee, and general conditions as described in CEG's proposal and cited herein. It is my understanding that CEG will proceed with the work upon receipt of this authorization to proceed.

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SCHEDULE OF EXPENSES

Photocopies.....	0.25 per copy
Plotter Reproduction.....	2.00 per square foot
Other Reproduction.....	Square foot rate subject to type of material used
Transportation Expenses.....	Prevailing IRS Rate
Other Direct Costs.....	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials



Attachment I:

**Carroll Engineering Corporation
Township Sewer Engineer Fee Schedule**



November 29, 2023

Mr. Jon Altshul, Township Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395

Subject: 2024 Rates

Dear Mr. Altshul:

Carroll Engineering Corporation was fortunate to celebrate our 50th anniversary in 2023. We are proud of our history and our reputation, and it has been clients like you that have enabled us to flourish and provide first class engineering services. We are humbled for the opportunity and your confidence to allow Carroll Engineering to represent you. For that we are grateful.

Our proposed rates for 2024 are attached. Please note that the increase in our proposed rates are a reflection of increased payroll and overhead costs, which themselves are a reflection of the changes in the broader economy.

We appreciate your loyalty in consistently reappointing Carroll Engineering Corporation and hope the relationship we have shared in the past will reinforce the efforts needed to consistently offer excellent engineering services.

I have attached our 2024 Rate Schedule and 2024 Standard Consulting Contracting Terms and Conditions for Municipal and Municipal Authority Services.

We are looking forward to working with Westtown Township in 2024.

Very truly yours,

CARROLL ENGINEERING CORPORATION

A handwritten signature in blue ink that reads 'Thomas A. Gockowski'.

Thomas A. Gockowski, P.E.
President

TAG/dc

Enclosure

cc: William N. Malin, P.E., Vice President, CEC

Today's Commitment to Tomorrow's Challenges

Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.572.7093	433 Lancaster Avenue Suite 200 Malvern, PA 19355 610.489.5100	101 Larry Holmes Drive Suite 201 Easton, PA 18042 610.989.4940	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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GENERAL RATE SCHEDULE FOR 2024

Principal	\$ 170.00
Department Manager	165.00
Professional V	160.00
Professional IV	156.00
Professional III	146.00
Professional II	137.00
Professional I	123.00
Engineer II	118.00
Engineer I	108.00
Project Manager II	137.00
Project Manager I	125.00
GIS Analyst II	117.00
GIS Analyst I	108.00
Technician IV	125.00
Technician III	107.00
Technician II	89.00
Technician I	78.00
Party Chief III	119.00
Party Chief II	107.00
Party Chief I	90.00
Instrument Person	71.00
Chief Field Representative	118.00
Field Representative III	107.00
Field Representative II	90.00
Field Representative I	81.00
Project Administrator	87.00
Clerical	71.00
Clerk	48.00

All services performed in accordance with Carroll Engineering Corporation Standard Consulting Contracting Terms and Conditions.

Today's Commitment to Tomorrow's Challenges

Corporate Office: 949 Easton Road Warrington, PA 18976 215.343.5700	630 Freedom Business Center Third Floor King of Prussia, PA 19406 610.572.7093	433 Lancaster Avenue Suite 200 Malvern, PA 19355 610.489.5100	101 Larry Holmes Drive Suite 201 Easton, PA 18042 610.989.4940	105 Raider Boulevard Suite 206 Hillsborough, NJ 08844 908.874.7500
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**CARROLL ENGINEERING CORPORATION
2024 REIMBURSABLE EXPENSE RATES**

The following represent reimbursable expenses to all contracts for professional services. All such expenses shall represent an additional charge and shall not be included in the basic fee, unless otherwise noted in the contract.

In-House Bulk Photocopying (includes labor, binding materials, etc.)

Black	\$0.25	each
Color Image	\$1.00	each

Postage - Federal Express, Certified, Insured, Overweight - 1.1 times actual cost

Vehicles - Mileage Maximum Federal Reimbursement Rate

Tolls	1.1 times actual cost
Parking	1.1 times actual cost

Plan Reproduction (excluding labor)

Black	\$0.30	per square foot
Mylar	\$2.50	per square foot
Color	\$1.50	per square foot
Minimum charge	\$15.00	(up to 2 prints)

Mounting Board (excluding labor) - \$5.00 per square foot

Reimbursable Expense Labor (plan reproduction, board mounting, delivery/pickup) - \$48.00 per hour

Subconsultants - 1.1 times actual cost (including engineering, laboratory, outside printing/photocopying, and other reimbursable charges)

Others - All other expenses directly assignable to a contract as an additional service shall be invoiced at 1.1 times actual cost. Equipment to be used in the performance of services will be itemized in the agreement as a reimbursable expense

CARROLL ENGINEERING CORPORATION
2024 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

These terms and conditions set forth herein are for the performance of engineering services associated with the appointment of Carroll Engineering Corporation as a municipal/municipal authority engineering consultant. Supplemental letter agreements associated with special projects may amend these terms and conditions, and such amendment shall take precedence over these General Provisions to the extent there is any inconsistency or contradictory statement. It is agreed that Carroll Engineering Corporation and Client may use their standard business forms (such as purchase orders, acknowledgement, etc.) to administer the activities under this contract. However, Carroll Engineering Corporation expressly rejects the terms and conditions which may be contained in those business forms. The parties agree that the use of such forms shall be solely for the convenience of the party, whether or not such document is signed. None of the provisions, terms, and conditions contained on such forms shall be applicable. The Client is invited to request changes to these terms and conditions, and assumes the risk of failing to read or understand each individual item.

1. **General:** Carroll Engineering Corporation (hereinafter referred to as CEC) shall perform professional services in connection with their appointment as municipal/municipal authority engineer. CEC will strive to perform services under the Agreement in a manner consistent with generally accepted principals of engineering practice, and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, under similar conditions, and at the same time. No other representation, expressed or implied, and no warranty or guarantee is included or intended.
2. **Reliance on Information Provided by Others:** Client agrees to indemnify and hold CEC harmless from and against any and all damages, liabilities, and costs, including costs of defenses, arising out of the use of documents and information produced by Client, excepting only those damages, liabilities, and costs for which CEC is found to be liable by a court or forum of competent jurisdiction.
3. **Subconsultants:** CEC has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required. The fee for all consultants contracted directly by CEC shall be within a project budget approved by Client.
4. **Third Party Beneficiaries:** No benefits or rights are given to anyone other than Client and CEC, and all duties and responsibilities undertaken pursuant to this Letter Agreement will be for the sole and exclusive benefit of Client and CEC and not for the benefit of any other party.
5. **Client Responsibility:** Client shall make all provisions for the Engineer to enter upon public or private property, shall provide required legal services and shall pay all fees incidental to obtaining permits associated with services. It is understood CEC is acting as a consultant for Client to provide advice and consultation on a variety of projects. Client shall designate a person to act with authority on their behalf in respect to all aspects of the appointment, shall examine and respond promptly to CEC's submissions, and give prompt written notice to CEC whenever they observe or otherwise becomes aware of any defect in the work product.
6. **Legal Matters:** CEC will not express legal opinions or become an advocate in the law before public agencies. In the event CEC attends public meetings or otherwise represents Client, said representation is for the strict purpose of providing technical expertise in the practice of engineering. In the event a record must be made or an agreement of the Client is necessary, CEC will not represent Client in such legal matters.
7. **Duties of Public Official:** CEC will not accept responsibility and will be held harmless by the Client for any item which by law is clearly assigned to a public official and which requires approval by said official, regardless of any recommendation or review completed by CEC in order for said official to perform the assigned duties.
8. **Engineering Fees:** Fees for engineering services shall be established by mutual agreement of the parties from time to time. Services will be performed on an hourly basis, unless a specific scope of work can be predetermined for a project at which point a separate letter agreement with project fee and expenses will represent a supplement to these terms and conditions.
9. **Reimbursable Expenses:** Direct expenses shall be considered an additional charge, unless otherwise stated in the contract. Such expenses shall be in accordance with the current CEC Reimbursable Expenses Tabulation (see attached).
10. **Payment:** Payments shall be made to CEC on the basis of invoices for services rendered. Payment shall be due within thirty (30) days of the date of the invoice presented. If Client fails to make full payment due CEC within thirty (30) days, CEC reserves the right to retain all plans, documents and related project material, and to suspend or terminate services until full payment for services and any accumulated charges is made. It shall be understood that the Client is responsible for payment of all assignments made or implied by the Client. If the Client fails to obtain payment from a third party, Client assumes all responsibility for payment to CEC. It shall be understood that if Client fails to make any payment within 90 days, CEC will submit an invoice noting such and may suspend all services with no other notice to Client until outstanding balances are paid. In the event an action to enforce overdue payment under the agreement is filed, Client agrees to indemnify and hold harmless CEC from and against any and all reasonable fees, expenses and costs incurred by CEC, including, but not limited to, arbitration and attorney's fees, court costs, and other claims-related expenses.

CARROLL ENGINEERING CORPORATION
2024 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

11. **Termination**: The appointment of CEC as engineering consultant is subject to termination by Client or CEC with seven days prior written notice. In the event of any termination, CEC shall be paid for all services rendered to the date of the termination, all reimbursable expenses and reimbursable termination expenses, if all services have been satisfactorily performed.
12. **Limitation of Liability**: CEC shall perform the services with the care and skill ordinarily used by members of CEC's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied or in any reports, opinions, drawings, specifications or other documents furnished by CEC. CEC shall not be liable for the results of services performed with professional care and skill.
13. **Indemnification**: To the fullest extent permitted by law, CEC shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of CEC or CEC's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify CEC, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement.

14. **Force Majeure**: Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, unusual weather conditions, unanticipated site conditions, changes in applicable law, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. Should such acts or circumstances occur, both parties shall use their best efforts to overcome any difficulties arising from such events and to resume the project as soon as reasonably possible.
15. **Use of Documents**: Documents are not intended or represented to be suitable for use without appropriate signatures and professional seal and are not intended for reuse or extension of the project or on any other project. Upon payment for all services and execution of an Agreement of Release, Client may obtain reproducible or computer format copies of documents. The Engineer will invoice for reproduction cost plus direct expenses associated with preparation of these documents. It shall be understood no professional certifications, seals, or signatures will be provided with reproducible plans, computer files, and similar documents. Client hereby agrees that copies of documents will not be made by anyone, other than CEC, without the written approval of CEC if the documents contain a signature, seal, or certification. If a limited license is granted and digital files are released, CEC does not guarantee the files will be compatible with licenses, systems, software application packages, or computer hardware.
16. **Record Documents**: Client may contract with CEC for preparation of record, as-constructed, or corrected documents conforming to constructed conditions. If CEC's professional services do not include full-time construction observation and recording of the contractor's work, the engineer will compile said documents conforming to the construction records of the contractor as provided to CEC. The documents will show the reported location of the work. The information submitted to CEC will be assumed to be reliable and CEC will not be responsible for the accuracy of this information, nor for any errors or omissions that may appear in the record documents as a result.
17. **Certifications**: CEC does not maintain professional liability insurance covering liability associated with many certifications requested by Clients. In the event a certification is requested, the Client must totally indemnify CEC against any and all costs, damages, and other expenses that could arise from the issuance of such certifications. As an alternative, CEC will determine an additional fee associated with the risk of certification. The fee will be due and payable prior to issuance of the certification.
18. **Dispute Resolution**: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to engineering services will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This provision to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement of the total sum or value in controversy. The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy of any such claim, counterclaim, dispute or matter is more than \$200,000 (exclusive of interest and costs). The award rendered by the arbitrators will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Section 10 and 11 of the Federal Arbitration Act (9 U.S.C.10,11).

CARROLL ENGINEERING CORPORATION
2024 STANDARD CONSULTING CONTRACTING TERMS AND CONDITIONS
FOR MUNICIPAL AND MUNICIPAL AUTHORITY SERVICES

19. Hazardous Substances: Client represents and warrants to CEC that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify CEC of any notices concerning such matters. Client agrees to hold harmless, indemnify and defend CEC from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of CEC in the performance of services. It is understood and agreed by both parties that CEC, in performing professional services for Client with respect to hazardous substances, will make recommendations to Client with respect thereto, but does not have the authority, nor shall be required to become an “arranger”, “operator”, “generator”, or “transporter” of hazardous substances as defined on the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
20. Cost Estimate: Since CEC has no control over the cost of labor, materials, or equipment, CEC opinions of probable project construction costs are made on the basis of experience and qualifications and represent a best judgment as a design professional familiar with the construction industry. CEC cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by CEC.
21. Performance of Others: During the course of this engagement, CEC may be required to report on the past or current performance of others engaged, or being considered, for engagement, directly or indirectly, by the Client; and to render opinions and advise in that regard. Those about whom reports and opinions are rendered may, as a consequence, initiate claims for libel or slander against CEC. To help create an atmosphere in which CEC feels free to be candid, the Client agrees to waive any claim against CEC, and to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss allegedly arising from professional opinions rendered by CEC to the Client or the Client's agents. The Client further agrees to compensate CEC for any time spent, or expenses incurred, by CEC in defense of any such claim, in accordance with CEC's prevailing fee schedule and expense reimbursement policy.
22. Dangerous Situations: CEC accepts no right or obligation of the Client or Contractor as a direct or indirect result of the performance of professional services for responsibility of construction means, methods, techniques, or sequences. CEC accepts no responsibility for developing, implementing, monitoring, or supervising safety precautions and programs. Such items are solely the responsibility of the contractor and his subcontractors. CEC does not accept the responsibility or assume the authority to stop work, said responsibility residing with the Client and contractor.
23. Review of Contractor's Performance: It is understood and agreed that CEC's basic services under this agreement do not include full-time construction observation or review of the Contractor's performance. Client acknowledges the importance of such services and, should Client have such services performed by a party other than CEC, then Client shall assume responsibility for interpretation of the contract documents and for construction observation and shall waive any claims against CEC that may be in any way connected thereto. In addition, if CEC does not perform construction observation, Client shall, to the fullest extent permitted by law, indemnify and hold CEC harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents to reflect changed field or other conditions, or for a contractor's performance, or the failure of a contractor's work to conform to the design intent and the contract documents, except for claims arising from the sole negligence or willful misconduct of CEC. If this agreement provides for construction phase services by CEC, it is understood that the contractor, not CEC, is responsible for the construction of the project, and that CEC is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
24. Laws, Rules, Codes, Ordinances and Regulations: CEC will use professional efforts and judgments to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project, but CEC cannot and does not warrant or guarantee that the project will comply with all interpretations of the ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply to the project.

Attachment J:

Highway Occupancy

Permit Fee Calculation Schedule

HIGHWAY OCCUPANCY PERMIT

Permit # _____

FEE CALCULATION SHEET

These fees are applied to the administrative costs incurred in reviewing the application and plan(s) and issuing the permit, including the preliminary review of the site location.

1) Application Fee	Unit Fee	Number of Units	Total
a) Utility	\$50.00		
b) Driveways			
(i) minimum use <i>(e.g. single-family dwelling, apartments with five or fewer units)</i>	\$15.00		
(ii) low volume <i>(e.g. office buildings, car washes)</i>	\$30.00		
(iii) medium volume <i>(e.g. motels, fast food restaurants, service stations, small shopping plazas)</i>	\$40.00		
(iv) high volume <i>(e.g. large shopping centers, multi-building apartment or office complexes)</i>	\$50.00		
c) Other <i>(e.g. bank removal, sidewalk and curb)</i>	\$20.00		
2) Supplement Fee <i>(each six month time extension) (each submitted change)</i>	\$10.00		
3) Emergency Permit Card <i>(each card)</i>	\$5.00		
4) Exemption <i>(see back for list of exemptions)</i> None			
Applicant Fee Total:			

These fees are applied to the costs incurred in the preliminary review of the location covered by the permit, and/or spot inspection of the permitted work, and/or subsequent inspection after the permitted work has been completed to ensure compliance with PennDOT specifications and permit provisions.

5) Driveways	Unit Fee	Number of Units	Total
a) Each minimum use driveway	\$10.00		
b) Each low-volume driveway	\$20.00		
c) Each medium-volume driveway	\$35.00		
d) Each high-volume driveway	\$50.00		
6) Surface Openings <i>(These fees are calculated on the total linear feet of the opening being permitted within the different areas of the right-of-way)</i>			
a) Total Linear feet of opening <i>(each 100 foot increment or fraction thereof):</i>			
(i) Opening in pavement	\$40.00		
(ii) Opening in shoulder	\$20.00		
(iii) Opening outside pavement and shoulder	\$10.00		
b) If a longitudinal opening simultaneously occupies two or more highway areas identified in subparagraph (a), only the higher fee will be charged. Linear distances shall be measured to the nearest foot.			
7) Surface Openings of Less Than 36 Square Feet <i>(e.g. service connections performed independently of underground facility installation, pipe line repairs) (each opening)</i>			
(i) Opening in pavement	\$30.00		
(ii) Opening in shoulder	\$15.00		
(iii) Opening outside pavement and shoulder	\$10.00		
If an opening simultaneously occupies two or more highway access areas identified in subparagraphs (i)-(iii), only the higher fee will be charged.			
8) Above-Ground Facilities <i>(e.g. poles, guys and/or anchors if installed independently of poles)</i>			
a) Up to 10 physically connected above-ground facilities <i>(each continuous group)</i>	\$20.00		
b) Additional above-ground physically connected facilities <i>(each pole with appurtenances)</i>	\$2.00		
9) Crossings <i>(e.g. "overhead" triples, conveyors or pedestrian walkways and "undergrade" subways or mines)</i>	\$80.00		
10) Seismograph-Vibroreis Method <i>(e.g. prospecting for oil, gas)</i>			
a) First mile	\$50.00		
b) Each additional mile or fraction thereof	\$5.00		
11) Non-Emergency Test Holes in Pavement of Shoulder <i>(each hole)</i>	\$5.00		
12) Other <i>(e.g. bank removal, sidewalk and curb)</i>	\$20.00		
Inspection Fee Total:			
Grand Total:			

Attachment K:

Mingus, Gutowski & Company LLP

Annual Audit Fee Schedule

MINGIS, GUTOWSKI & COMPANY, LLP

Certified Public Accountants 300 West State Street, Suite 206 • Media, PA 19063

**610-544-5100
FAX: 610-544-9767**

November 4, 2021

**Board of Supervisors
Westtown Township
1039 Wilmington Pike
West Chester, PA 19382**

Dear Members of the Board of Supervisors:

We are pleased to confirm our understanding of the services we are to provide to Westtown Township for the years ending December 31, 2021, 2022, and 2023. We will audit the modified cash basis financial statements of Westtown Township as of December 31, 2021, 2022, and 2023 and for the years then ended in connection with preparation of the required Commonwealth of Pennsylvania Annual Audit and Financial Report on Form DCED-CLGS-30.

Audit Scope and Objectives

We will audit the financial statements of Westtown Township as of and for the years ending December 31, 2021, 2022, and 2023.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, and in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk of material misstatement as part of our audit planning:

- Accounting for bond issuance costs

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Westtown Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of Westtown Township in conformity with the modified cash basis of accounting in connection with the preparation of the Commonwealth of Pennsylvania Annual Audit and Finance Report on DCED-CLGS-30 generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional

information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Mingis, Gutowski & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a government agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mingis, Gutowski & Company,

LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the government agency or its designee. The government agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

David J. Barrett is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$14,800, \$15,200, and \$15,600 for the years ending December 31, 2021, 2022, and 2023, plus the actual cost of any out-of-pocket expenses incurred, and will be billed either as the work progresses or upon completion of our engagement. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time becomes necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Based on present information, we do not expect that any additional time will, in fact, be required to perform the engagement.

One of our practice management goals is to ensure that consulting services performed by us for our clients are provided as effectively, efficiently, and economically as possible. If we are called upon to provide consulting services, we will work closely on a day-to-day basis with Township management, and with other Township staff, as appropriate, to ensure a unified approach, the open flow of information, and the awareness of engagement status. Any consulting services beyond the scope of the normal examination that may be requested by Township management will be charged on an hourly basis based on rates for experienced personnel that range from \$90 to \$180. It is to be understood that in providing consulting services to the Township, we will not assume the role of employee or management, we will not consummate transactions, and we will not have custody of assets or exercise authority. Our role will be advisory in nature in order that our role as independent auditors for the Township will not be impaired. Based on the nature of any consulting services requested, we may need to issue a separate engagement letter.

Reporting

We will issue a written report upon completion of our audit of Westtown Township's financial statements. Our report will be addressed to the Board of Supervisors of Westtown Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Westtown Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Mingis, Gutowski & Company, LLP

RESPONSE:

This letter correctly sets forth the understanding of Westtown Township.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION 2021-23

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, APPOINTING A CERTIFIED PUBLIC
ACCOUNTANT FIRM FOR THE PURPOSE OF MAKING AN EXAMINATION OF
ALL THE ACCOUNTS OF WESTTOWN TOWNSHIP FOR THE FISCAL YEARS OF
2021, 2022 AND 2023.**

Whereas, the Commonwealth of Pennsylvania Second Class Township Code, Act of May 1, 1993 (P.L.,103, No.69), Reenacted and Amended November 9, 1995 (P.L.,350, No 60), as amended, Article IX, section 917 (b) authorizes the Board of Supervisors to contract with a certified public account or a firm of public accountants, either of which shall be registered in this Commonwealth, to replace the elected auditors and make an examination of all the accounts of the township; and

Whereas, the Board of Supervisors of Westtown Township caused to be advertised on Saturday, November 6th, 2021 in the Daily Local, a Public Notice for Appointment of Accountant, all in accordance with § 917 of the Second Class Township Code; and

Now, Therefore, Be It Resolved that the Board of Supervisors of Westtown Township, Chester County, Pennsylvania does hereby appoint Mingis, Gutowski & Company, Certified Public Accountants for the Fiscal Years of 2021, 2022, and 2023.

ADOPTED as a Resolution this 6th day of December, 2021.

ATTEST:

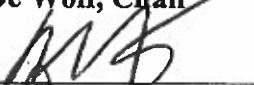


Jon Altshul
Township Manager

Westtown Township
Board of Supervisors



Carol De Wolf, Chair



Richard D. Pomerantz, Police Commissioner



Scott Yaw, Supervisor

Attachment L:

Siana Law

Conflict Counsel

SIANA LAW

EXPERIENCE - SERVICE - RESULTS

MICHAEL G. CROTTY

mgcrotty@sianalaw.com

November 21, 2023

Westtown Township
c/o Jonathan Altshul, Township Manager
P.O. Box 79
Westtown, PA 19395

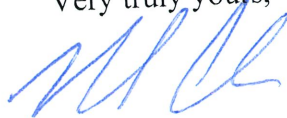
Re: Representation by Siana Law

Dear Mr. Altshul:

This letter will confirm that the terms of our current engagement with you shall remain in effect for calendar year 2024. Given the increased costs due to the economic environment, we are implementing a modest fee increase (5%) as set forth herein. Our rates continue to reflect a significant reduction from our customary rates. I enclose a rate schedule for those attorneys primarily involved in providing services to the Township. If other attorneys from the Firm provide services to the Township, we will likewise bill those attorneys at similarly reduced rates.

I would like to take this opportunity to thank you for your continued support. Our ongoing engagement with Westtown Township is appreciated and valued by the members of the Firm. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Michael G. Crotty

MGC/kle
Enclosure

Westtown Township 2024 Hourly Rate Schedule

Attorney	Customary Rate	2024 Rate
Michael G. Crotty	\$420.00	\$210.00

**WESTTOWN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA**

RESOLUTION 2024-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTTOWN
TOWNSHIP ESTABLISHING THE TOWNSHIP MANAGER’S SALARY
EFFECTIVE JANUARY 1, 2023**

Whereas, the Commonwealth of Pennsylvania Second Class Township Code, Act of May 1, 1933 (P.L.103, No.69), Reenacted and Amended November 9, 1995 (P.L.350, No 60), as amended, Article XIII, section 1301(b) requires that,” compensation of the township manager shall be set by resolution,” and

Whereas, The Board of Supervisors of Westtown Township have budgeted the 2024 Fiscal Year salary of the Township Manager at \$154,657, a level the Board of Supervisors believes is commensurate with the duties and responsibilities of the position and the performance of the Township Manager.

Now, Therefore, Be It Resolved by the Board of Supervisors of Westtown Township, Chester County, Pennsylvania that the Township Manager receive a salary of \$154,657 effective January 1, 2024, exclusive of other benefits.

ADOPTED as a Resolution this 2rd day of January, 2024.

Westtown Township
Board of Supervisors

Chair

Vice Chair

Police Commissioner

ATTEST:

Township Secretary



PROPOSAL TO PERFORM

VERIZON CABLE FRANCHISE RENEWAL SERVICES

submitted to the

CHESTER COUNTY CONSORTIUM

by the

COHEN LAW GROUP

**413 South Main Street
Pittsburgh, PA 15215**

www.cohenlawgroup.org

(412) 447-0130

November 30, 2023

TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. FRANCHISE RENEWAL BENEFITS	3
III. SCOPE OF SERVICES	6
IV. PROFESSIONAL BACKGROUND	10
V. COST OF SERVICES.....	12

I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the eligible municipalities in Chester County (“Chester County Consortium”) in a franchise fee audit and cable franchise renewal negotiations with Verizon of Pennsylvania, Inc. (“Verizon”). Based on our records and the Managers who have contacted our law firm after receiving renewal notices from Verizon, our understanding is that there are approximately 25-30 municipalities in the County that are eligible to negotiate cable franchise renewal with Verizon. The cable franchise agreements for these municipalities are set to expire within the next 2-2 ½ years.

As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for local governments to obtain significant benefits and to assert their legal rights with their cable company. A multi-municipal negotiation also increases the negotiating leverage of each of the municipalities and, as detailed in Section V below, reduces their attorneys’ fees. Our law firm was privileged to represent 22 Chester County municipalities in the last multi-municipal franchise renewal negotiation with Verizon in 2019-21. We would welcome the opportunity to assist the group again in this upcoming franchise renewal.

There have been changes in video technology since the commencement of the municipalities’ current franchise agreements, especially the dramatic growth of internet-based video services (also referred to as video streaming) such as Netflix, Hulu and Disney+. In addition, there have been changes in the franchise operations of Verizon as the company is experiencing even more competition today than it did when the current agreements went into effect. Finally, there have been changes in federal law and regulations applicable to cable franchising in that time period.

As described in this proposal, we recommend that the Consortium: 1) **conduct a franchise fee audit** to ensure that each municipality has received all the franchise fee revenue to which it is

entitled from Verizon; and 2) **negotiate a new franchise agreement** that addresses the changes since the last franchise and secures increased financial and legal benefits for each municipality.

Municipal officials have two critical roles when it comes to renewing (or, in the rare circumstance, not renewing) a cable franchise. First, they are effectively the landlords of their cable company. The cable company utilizes the public rights-of-way to operate its cable system. Municipal officials manage those rights-of-way as a public trust and are entitled under law to a fair return for the cable company's use of those public properties.

Second, municipal officials have an obligation to protect and advance the interests of their residents. This means not only getting the best possible services from the cable operator today, but also doing everything possible to prepare for the future. Video and internet technology changes very rapidly. A cable franchise agreement must provide for the benefits available from existing technologies as well as those that may become available from future technologies.

CLG is uniquely qualified to represent the Chester County Consortium in cable franchise renewal negotiations. For 26 years, our firm has specialized in cable franchise matters on behalf of local governments, and we have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in six states in negotiations with their cable companies. We have also negotiated over 200 franchise agreements with Verizon. We know Verizon's negotiators, their corporate policies, and their negotiating tactics.

The principal of the firm is Dan Cohen. Aside from his work as a telecommunications attorney, Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He has first-hand knowledge of the challenges and opportunities confronting municipal governments. With twelve years' experience in municipal government, he understands the practical needs and the financial constraints facing municipal officials. In addition, the Cohen Law

Group has a strong team that includes attorney Stacy Browdie, attorney Phil Fraga, attorney Mike Roberts, attorney Joel Winston, and Office Manager Victoria Novak.

CLG has developed a three-step approach to cable franchise renewal projects. The first step is identifying the clients' specific needs. Since these needs often become better defined as the negotiation progresses, we maintain flexibility throughout the process to achieve a franchise agreement that accomplishes the client's specific goals. Second, we negotiate firmly and deliberately to reach agreement in a timely fashion. Third and finally, our attorneys work efficiently in a manner that is cost effective for our clients. We are keenly aware of the fiscal constraints facing municipalities, and focus, therefore, on keeping attorneys' fees and costs as low as possible.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from Verizon. The following is a list of some of the more important potential benefits:

1. Franchise Fee Revenue

Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from their municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues." **CLG has developed a comprehensive list that now includes 27 eligible revenue sources. The addition of new revenue sources in the definition of "gross revenues" would increase franchise fee revenue to the municipalities provided their subscriber levels remain steady.** Please note that all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

In addition to franchise fee revenue, it is essential for the municipalities to require franchise fee protection and accountability. In a franchise agreement, these include detailed franchise fee reports, the right to conduct franchise fee audits without unreasonable impediments, penalties for franchise fee underpayments, and new protections against fee reductions due to bundled service packages (also referred to as the “triple play” of television, internet, and phone).

3. Service to Unserved Areas

Depending on whether there are areas that are unserved by Verizon in certain municipalities, it is important to include requirements that the cable operator extend the cable system to those areas. These include, but are not limited to, negotiating an expansion of the cable system within a specified time frame, inserting a low density number (the number of homes per mile necessary for Verizon to extend the system to those homes) in the franchise agreement, and securing a strong line extension requirement for homes with long setbacks.

4. Legal Protections of the Rights-of-Way

Because cable companies place wires and equipment in the public rights-of-way, it is critical that a franchise agreement include legal protections for any damages or injuries that may occur. These protections include requirements for repair and restoration of property damage within a specified time frame, access to service area maps, emergency removal of equipment, disconnection of wires and equipment, indemnification of the municipality and full insurance coverage.

5. Customer Service Standards

In a franchise agreement, municipalities may impose customer service standards on the cable company to which the company must adhere. It is important to include comprehensive and enforceable standards, including but not limited to, telephone answering time limits for customer

service representatives, refunds for service interruptions, rules for resolving customer disputes, appointment windows for cable technicians to arrive at your home, and a prohibition against the premature application of late fees.

6. Services to Community Facilities

It is common in a franchise agreement for cable companies to agree to provide complimentary cable services to municipal facilities, schools and libraries. The major subjects of negotiation are the number of facilities (including municipal buildings, fire stations, public and private schools, and public libraries) that obtain the service, and the level of service obtained. Please note that this benefit will be significantly impacted by the FCC's 2019 *Third Report and Order*.

7. PEG Channels and PEG Financial Support

Municipalities have a legal right to dedicated channel space for public, educational and governmental ("PEG") programming. A PEG channel may be used to inform citizens by cablecasting government meetings, public safety alerts, local announcements and/or athletic events. Depending on whether a municipality currently administers a PEG channel, the renewal agreement may require improvements such as high definition (HD) or it may reserve the right for a channel in the future. A cash grant may also be available from Verizon for capital costs related to the channel.

8. Reporting Requirements

It can be helpful for municipalities to obtain periodic information from the cable operator related to financial and customer service issues. Depending on the municipalities' specific needs, a franchise agreement may require the cable operator to provide written reports to the municipality on such matters as franchise fee verification, customer complaints, service interruptions, and construction activity in the public rights-of-way.

9. Competitive Equity

Cable operators typically request that, if the municipality grants a franchise to another cable company (e.g. Comcast), then that franchise agreement cannot be more favorable or less burdensome to the competitor than the new agreement is to Verizon. While in theory this is a fair principle, in practice it can have the effect of impeding cable and internet competition. We will ensure that any such provision does not result in such an outcome.

10. Enforcement

Once the cable operator agrees to provide certain benefits, the municipalities must be able to enforce these obligations. It is important to include practical enforcement tools to ensure the company's faithful performance of its obligations under the agreement. These may include, but are not limited to, predetermined monetary fines (also known as liquidated damages), a substantial performance bond, and the right to revoke the franchise in extreme circumstances.

11. Length of Term

Because cable technology changes so rapidly, municipalities typically seek a shorter length of term in the franchise renewal agreement and cable companies typically seek longer terms to protect their capital investment in the cable system. Verizon, however, does not embrace this industry standard and, to date, has sought shorter terms due to business conditions and changes in video technology. This issue will be resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Chester County Consortium municipalities in cable franchise renewal with Verizon.

A. Preliminary Setting of Priorities

We will first arrange an initial kickoff meeting (either in-person or virtual) with at least one representative from each participating municipality. During the meeting, we will describe the franchise fee audit and franchise renewal process, including both the formal and informal processes prescribed by the federal Cable Act. We will inform the officials regarding their legal rights, including the substantive areas in which they have legal authority over the cable operator and those areas in which their legal authority is limited. We will also outline the potential benefits available to the municipalities as well as solicit the concerns of the officials with respect to Verizon.

In addition, we will provide the municipalities with public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen comment. We will also advise the municipalities with respect to any other legal and regulatory requirements pertaining to franchise renewal.

B. Franchise Fee Audit

During the preliminary stage, we recommend a franchise fee audit of Verizon for each of the municipalities. Our firm conducts such audits on a regular basis. In 2021-23, we conducted over 120 audits and discovered underpayments approximately 65% of the time. Of course, we cannot guarantee that we will find franchise fee underpayments for every municipality in the Consortium. It will depend on the specific financial records that Verizon maintains for each municipality. **Note that we did not conduct franchise fee audits as part of the last Verizon franchise renewal.**

Section 626 of the federal Cable Act requires that municipalities, as part of cable franchise renewal, review the cable operator’s past performance. A franchise fee audit is a key component of assessing past performance. It is the best method to hold the operator accountable for past franchise

fees and to ensure the municipality receives the future revenues to which it is entitled.

The federal Cable Act allows municipalities to assess up to five percent 5% of the cable operator's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of numerous revenue sources, including both subscriber and non-subscriber revenues, that the cable operator collects from cable customers. We will prepare a written Request for Information and Documents ("RFID") to Verizon for specific franchise fee information and worksheets relevant to each municipality. CLG will then undertake the following activities:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories.
- Review Verizon's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Verizon has included in its franchise fee documentation for each municipality. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources that the cable operator did not include in calculating "gross revenues."
- Ensure that all eligible revenues recorded in Verizon's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as "trouble call" fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Re-perform a select number of cable operator calculations determining franchise fee revenues for the period under review. These calculations include, but are not limited to, figures underlying the amounts reported for revenue sources and calculations on specific items comprising general franchise fee categories such as "miscellaneous revenues" and "installation revenues" (which include, for example, installation, disconnection, reconnection, relocation and change-in-service fees).

- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operator to explain such discrepancies and/or inconsistencies.
- Report trends in the number of Verizon subscribers in each municipality for the period under review.
- Determine whether there are franchise fee underpayments to the municipalities for the period under review, the amount of any underpayment, and whether any penalties and/or interest apply in accordance with each municipality's franchise agreement.

We expect to review four (4) years' worth of financial information, which is the period permitted by the current franchise agreements we have in our possession. Typically, our investigation includes follow-up requests for further information and discussions with the cable operator. Once the audit is completed, we will prepare a report that summarizes the results of the audit, including any franchise fee underpayments, describes the areas of inquiry, and provides charts showing subscriber and revenue trends. While CLG is fully qualified to file legal action against Verizon to collect underpayments, the flat fee for this project does not include litigation (or mediation or arbitration). Such actions would require a separate engagement.

C. Drafting of Proposed Agreement

After the setting of priorities stage is completed, we will draft a proposed master franchise agreement with Verizon (or redline Verizon's proposed agreement) to provide the municipalities with all of the benefits and legal protections to which they are entitled under current law and technology. The agreement will include the results of the setting of priorities stage discussed above, as well as our judgment as to the legal provisions that would advance the municipalities' interests and meet their future cable-related needs. We will then submit the draft agreement to the municipalities for informal review and comment. Suggested changes will be incorporated into the agreement and the proposed agreement will be presented to representatives of Verizon.

D. Negotiation with Cable Operator

The most important stage in the process is negotiating a franchise renewal agreement with representatives of Verizon. CLG has negotiated over 200 franchise renewal agreements with Verizon. We know Verizon attorney assigned to Chester County and the company's franchise policies. The working document for the negotiations will be the draft franchise agreement informally approved by the Consortium. We will preserve the municipalities' legal rights under the formal process, but negotiate with Verizon under the informal process outlined in the federal Cable Act.

The negotiation typically consists of many negotiation sessions with representatives of the cable operator, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the master agreement. We will then proceed to customize the master agreement to each municipality.

E. Consideration by the Municipal Governing Bodies

After tentative agreement with Verizon has been reached, CLG will report to each municipality on the substantive provisions of the deal. Specifically, we will present each municipality with its final customized franchise agreement negotiated by the parties and recommended by CLG. We will also draft an executive summary of the final agreement. Finally, we will draft an approval ordinance or resolution (depending on the classification of the municipality) for consideration by each Township Board and Borough Council.

IV. PROFESSIONAL BACKGROUND

For 26 years, the Cohen Law Group has specialized in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 70 years. CLG has represented over 500 local governments in

six states in negotiations with cable companies. CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Cable compliance reviews
- Broadband expansion planning and implementation
- Drafting of wireless facilities ordinances and design standards
- Negotiation with cellular tower and antenna companies
- Wireless facility litigation
- Drafting of right-of-way ordinances and development of right-of-way fees
- Drafting of pole attachment agreements and pole attachment negotiations

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors from 2017-21 and was Co-Chair of NATOA's Policy and Legal Committee from 2021-22. CLG attorneys have written articles on cable and wireless matters that have been published in the *Pennsylvania Township News*, *Pennsylvania Borough News*, and the *Pennsylvania Municipal Reporter*. They are also frequent speakers at municipal conferences.

Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. He served as an elected official on the Pittsburgh City Council for 12 years. He has firsthand knowledge of the challenges and opportunities confronting municipal governments. Mr. Cohen served as Chair of City Council's Cable Television Committee for 10 years and also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all City of Pittsburgh cable customers. Mr. Cohen graduated from Yale University and Stanford Law School.

In addition to Mr. Cohen, CLG has a strong team that includes attorney Stacy Browdie, attorney Phil Fraga, attorney Mike Roberts and attorney Joel Winston. Our office Manager is Victoria Novak.

V. COST OF SERVICES

The following represents CLG’s cost of services to perform **both franchise fee audits and franchise renewal negotiations with Verizon**. We propose to perform these services on a flat fee basis, because our significant experience in performing these projects lends predictability to our efforts on behalf of the Chester County Consortium. In addition, a flat fee provides “price certainty” to the municipalities. We are offering our services to the Consortium municipalities at a discounted rate depending on the population of each municipality and the number of municipalities that participate. The chart below shows our standard single-municipality flat fees based on population followed by discounts based on the number of municipalities that participate in the project.

**FLAT FEES FOR FRANCHISE FEE AUDIT AND
FRANCHISE RENEWAL NEGOTIATIONS WITH VERIZON**

Standard Single Municipality Fees (based on population prior to discount)

< 5,000	\$8,000
5,001-10,000	\$9,500
10,001-15,000	\$10,500
> 15,001	\$11,500

Consortium Discounted Fees (by population and number of participating municipalities)

20+ Municipalities - 20% Discount from the Single Municipality Fee

< 5,000	\$6,400
5,001-10,000	\$7,600
10,001-15,000	\$8,400
> 15,001	\$9,200

14-19 Municipalities - 15% Discount from the Single Municipality Fee

< 5,000	\$6,800
5,001-10,000	\$8,075
10,001-15,000	\$8,925
> 15,001	\$9,775

8-13 Municipalities - 10% Discount from the Single Municipality Fee

< 5,000	\$7,200
5,001-10,000	\$8,550
10,001-15,000	\$9,450
> 15,001	\$10,350

2-7 Municipalities - 5% Discount from the Single Municipality Fee

< 5,000	\$7,600
5,001-10,000	\$9,025
10,001-15,000	\$9,975
> 15,001	\$10,925

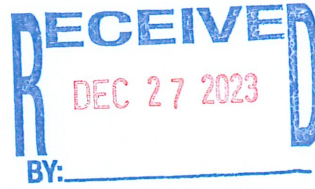
The flat fees above include all expenses. They do not include the unlikely possibility of extraordinary services outside the scope of services contained in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable developments, CLG will contact the affected municipality to discuss such developments prior to rendering services related to them. If such services were authorized, CLG would charge a fee of \$320 per hour, including travel time. Please note that our normal billing policy is to bill one-third of the fee at the commencement of the project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.



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Boca Raton, FL 33487-1307

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sbasite.com



Sent Via Certified Mail

December 18, 2023

Westtown Township
1039 Wilmington Pike
West Chester, PA 19382- 7370

RE: Site ID: PA03447-B

Site Name: Westtown

Dear Lessor:

This letter is to advise you that Sprint Spectrum, will terminate their lease with SBA Towers, LLC effective January 1, 2024. As such, your monthly revenue sharing payment, pursuant to the terms of the above-noted Lease, shall cease.

Please keep in mind that the revenue sharing payments are made one month in arrears.

Please feel free to contact me with any questions you may have.

Sincerely,

Donna Marks
Revenue Sharing Specialist
SBA Communications Corporation
561-226-9347 + T
561-226-3549 + F
dmarks@sbasite.com

CC: SBA File

Check Register

Westtown Township

29-Dec-23

From: 19-Dec-23 To: 02-Jan-24

Check No	Check Date	VendorNo	Vendor	Check Amount	Status
Bank Account: 1 General Fund - Univest					
1001	12/19/2023	7191	Code Inspections Inc	\$79,449.68	O
1002	12/19/2023	5652	Innovative Construction Servic	\$494,206.15	O
1003	12/19/2023	1000061	Jonathan Altshul	\$180.00	O
1004	12/19/2023	1157	Nationwide Testing Associatio	\$0.62	O
1005	12/19/2023	15	Office Basics, Inc.	\$93.27	O
1006	12/19/2023	1000737	Siana Law, LLP	\$100.00	O
1007	12/19/2023	1000347	Star Printing Inc.	\$1,057.34	O
17715	12/28/2023	376	WESTTOWN TOWNSHIP	\$1,500,000.00	O
17800	12/20/2023	1000997	Historical Military Impression	\$250.00	O
17801	12/20/2023	810	Mark S Gross	\$300.00	O
17802	12/20/2023	5954	Pamela Coleman	\$500.00	O
17803	12/21/2023	215	Goshen Fire Company	\$126,000.00	O
17804	12/27/2023	5438	20/10 Solutions	\$960.00	O
17805	12/27/2023	1000300	Comcast Xfinity	\$10.54	O
17806	12/27/2023	39	Grainger	\$86.56	O
17807	12/27/2023	405820	John D. Snook	\$3,550.00	O
17808	12/27/2023	1157	Nationwide Testing Associatio	\$40.00	O
17809	12/27/2023	15	Office Basics, Inc.	\$14.51	O
17810	12/27/2023	5954	Pamela Coleman	\$185.02	O
17811	12/27/2023	153	Rothwell Document Solutions	\$125.00	O
17812	12/27/2023	5509	Traffic Safety Store	\$1,174.15	O
17813	12/27/2023	1044	ASSOCIATED TRUCK PART	\$17.03	O
17814	12/27/2023	405836	Chesco Security, Inc.	\$239.70	O
Bank Total:				\$2,208,539.57	
Bank Account: 8 Enterprise Fund Chkg - Univest					
1600	12/19/2023	1196	McGovern Environmental, LLC	\$2,040.48	O
1601	12/19/2023	1196	McGovern Environmental, LLC	\$2,040.48	O
1602	12/19/2023	23	Treasurer of Chester County	\$2,424.13	O
1603	12/19/2023	967	USABlueBook	\$902.94	O
1604	12/27/2023	58	East Goshen Township	\$1,835.01	O
1605	12/27/2023	5666	M&B Environmental, Inc.	\$3,258.20	O
1606	12/27/2023	980	USPS- Postmaster	\$2,331.78	O
Bank Total:				\$14,833.02	
Bank Account: 35 HIGHWAY AID FUND					
730	12/19/2023	5652	Innovative Construction Servic	\$216,130.61	O
Bank Total:				\$216,130.61	
Total Of Checks:				\$2,439,503.20	